

**Consolidated Edison of New York
Telecom Applications Management Department
Issued and Effective December 27, 2005**

**Operating Procedure
For use of Con Edison Facilities for Wireless Facilities**

I. PURPOSE

This document comprises the Operating Procedure for the construction, installation and maintenance requirements by and between Consolidated Edison Company of New York, Inc. (“Con Edison”) and LICENSEE (“LICENSEE”). It sets forth requirements relating to or pertaining to the construction, installation and maintenance of any Wireless Facilities that may be installed on Con Edison secondary poles and guy poles (“Con Edison Facilities”). Other requirements relating to or pertaining to such construction, installation and maintenance are set forth in the Wireless Facilities Service Agreement (“Service Agreement”). Con Edison may amend this Operating Procedure from time to time upon thirty (30) days prior written notice to LICENSEE.

II. GENERAL INFORMATION

1. If LICENSEE shall fail to promptly comply with any request or requirement made pursuant to the Service Agreement, these Operating Procedures or the Standard Terms and Conditions, Con Edison shall have the right to cancel any license or to terminate this Service Agreement, effective immediately upon mailing of notice.
2. It is understood and agreed that the LICENSEE shall bear all costs relating to the construction, installation and maintenance of Wireless Facilities. All costs and expenses associated with LICENSEE’s Wireless Facilities, including but not limited to any construction, installation, maintenance or operation thereof, regardless of whether such activity is performed by Con Edison, LICENSEE or contractors hired by either shall be borne by the LICENSEE. Any statements in this Operating Procedure that the LICENSEE is responsible for any particular costs or expenses shall not be construed as indicating that LICENSEE is not responsible for any other particular costs or expenses for which a similar statement is not provided unless enumerated in the Service Agreement.
3. Con Edison and LICENSEE will notify each other in writing (via email or fax) of the names, phone numbers, e-mail address 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.

4. The antenna and all hardware associated with the installation (Customer's Wireless Facilities) are the responsibility of the LICENSEE. This cost is in addition to any make-ready costs identified during the pole survey. All make-ready costs will be identified during the multi-party walk. The LICENSEE will be invoiced and required to pay for the make-ready costs prior to any make-ready work being performed.
5. The LICENSEE is responsible for all pre and post installation costs associated with inspections, interference avoidance, mitigation and resolution work.

III. CON EDISON FACILITIES

1. LICENSEE may be granted permission to install its Wireless Facilities (Pole top antenna) on Con Edison's electrical overhead distribution poles having secondary (low voltage) cables or guy poles only. Wireless Facilities will not be authorized on overhead distribution poles that have primary (high voltage) facilities and/or equipment. If an antenna is installed on a guy pole, a service extension will be required. All costs related to the service extension shall be the responsibility of the LICENSEE.
2. LICENSEE's Panel type antennae will be allowed in the Telecommunications Zone on Company poles. Panel type antennae will not be allowed on equipment poles i.e. poles that have transformers, primary switches, or Con Edison's GE DAS or Itron equipment. The Panel antenna will be no larger than 1 foot wide by 2 feet 8 inches high. (1' x 2' 8")
3. In the event that Con Edison decides to install primary wire and/ or equipment on a secondary pole having Wireless Facilities, Con Edison will provide notice to LICENSEE to relocate the Wireless Facilities to an alternate secondary pole or guy pole, designated by Con Edison. The LICENSEE will have thirty (30) days to transfer its facilities to the new secondary pole. In the event that the LICENSEE does not comply with the 30-day requirement, Con Edison may shut down the Wireless Facilities, disconnect the service and remove the Wireless Facilities from the pole at LICENSEE costs.
4. The permission granted is limited to selected secondary distribution poles, guy poles and selected primary poles where the panel type antennas can be installed in the Telecommunications Zone located in Con Edison's Franchise Area. The license is limited to the attachment of Wireless Facilities solely for the purposes of the operation by LICENSEE of its service, as more particularly described and authorized in its franchise(s) or other appropriate governmental authorizations, copies of which have been supplied to Con Edison.
5. No property rights in poles are created pursuant to the Service Agreement. LICENSEE's rights in any pole shall be a mere license. Any license granted hereunder shall be nonexclusive and shall be subject at all times to the rights of Con Edison and to

any existing contracts, licenses, rights, permits, or privileges granted with respect to the attachments. Con Edison retains the right to grant attachment or other rights of any nature to others.

6. LICENSEE may not make an attachment to any pole until Con Edison grants a license for that specific attachment. The specific Con Edison Facilities licensed to LICENSEE shall be recorded on Exhibit A (Pole Walk Survey Sheet) of the Service Agreement.

7. Con Edison shall not be obligated to maintain poles to which LICENSEE's facilities have been attached beyond the time necessary for Con Edison's own requirements.

8. Should Con Edison determine to replace a pole to which LICENSEE's facilities have been attached with a pole installed adjacent to the existing pole, it will give LICENSEE written notice of the proposed replacement. Con Edison will transfer LICENSEE's facilities located in the Electric Zone at LICENSEE's expense. LICENSEE shall within thirty days after the replacement pole becomes available to LICENSEE have its remaining facilities relocated to the replacement pole. LICENSEE's license for use of the existing pole shall terminate when its facilities are transferred or thirty days after the replacement pole is made available to LICENSEE, whichever is earlier. Con Edison will issue a new license for use of the replacement pole when the facilities are transferred.

9. In the event Con Edison plans to discontinue a pole on which LICENSEE's facilities are installed without installing a replacement pole, it will give LICENSEE notice of such intent. Con Edison will remove LICENSEE's facilities located in the Electric Zone at LICENSEE's expense. Within thirty days after receipt of such notice LICENSEE shall remove the remainder of its facilities from the pole to be discontinued. LICENSEE's license for use of the pole shall terminate upon removal of LICENSEE's facilities or thirty days after receipt of Con Edison's notice, whichever comes first. Should LICENSEE fail to remove any facilities after thirty days notice, Con Edison may remove such facilities at LICENSEE's cost and expense.

10. Some utility poles in the Franchise Area have been installed pursuant to easements obtained from private property owners rather than under Con Edison's franchise rights. The easements may or may not permit LICENSEE attachments. To the extent permitted by the easements, Con Edison hereby assigns to LICENSEE on a nonexclusive basis, whatever rights it has under the easements to erect and maintain communications facilities. The assignment and any license granted by Con Edison are and shall be without warranty. LICENSEE shall be responsible for determining the extent of the rights granted and for obtaining at its sole expense any additional consents, easements, franchises or other rights.

11. The LICENSEE must have a signed and approved Pole Attachment Agreement in place prior to the multi-party survey walk.

IV. LICENSEE WIRELESS FACILITIES

1. All installations of LICENSEE's Wireless Facilities will be made in compliance with all applicable local codes, rules, laws and regulations including, but not limited to, the National Electrical Safety Code ("NESC") current edition, the Federal Communication Commission's ("FCC") OET Bulletin No. 65, Edition 97-01, the New York State Public Service Commission ("PSC") and Con Edison specifications. Once Con Edison has approved the antenna installations, Con Edison will not allow changes or deviation in the original RF parameters for the equipment unless RF analyses are repeated with new RF parameters, and RF parameters and analyses are submitted to TeAM for review and acceptance.
2. All Wireless Facilities, with the antennae located on the top of the secondary distribution or guy pole, shall be installed pursuant to Con Edison drawing 340361, drawing 335241, EO-16286-C and Specification 011404A (Exhibit A, B, C and D to this Operating Procedure).
3. All Wireless Facilities, with the antennae located in the telecommunications zone, shall be installed pursuant to Con Edison Specification 345216 and Interference Specification 011404A.
4. LICENSEE is responsible to submit load and wind calculations for poles where power supply/amplifier cabinet will be attached. The calculation will be for a fully loaded pole that will include: The antenna, the power supply/amplifier cabinet, metering equipment with by-pass facilities and all associated cable. The power supply/amplifier cabinet will be limited to 350 pounds.
5. LICENSEE will submit a radio frequency (RF) Design Evaluation Form 033104 to the Telecom Application Management (TeAM) Project Specialist for review of potential radio frequency interference with Con Edison's equipment. The form must be submitted prior to the multi-party walk and will be part of the pre-survey documentation.
6. LICENSEE shall submit data and/or a report to demonstrate that the proposed equipment meets the FCC's RF exposure guidelines.
7. Commercial transceivers shall not be co-located with GE DAS (Distributed Antenna System) or Itron Equipment at Distribution Facilities.
8. Commercial transceivers shall not be located within 660 ft. of a pole having GE DAS or Itron equipment without a RF engineering analysis.
9. Commercial directional antennas within 1320 ft. or having line of sight to a pole with GE DAS or Itron equipment shall not be directed towards this pole without an RF engineering analysis.

10. LICENSEE shall submit the maximum input power at the base of the antenna, the antenna gain and ERP (all in dBm) to the Telecom Application Management (TeAM) Project Specialist for review.

11. The maximum height of the pole top antenna from the base to the top of the antenna shall be no more than eight (8) feet. Refer to drawing 340361. Downward tilts of antennas are not permitted.

12. The antenna bracket shall be installed a minimum of ten (10) feet above the secondary cables. In the event that the ten (10) foot minimum clearance cannot be obtained, a fiberglass pole top extension shall be installed on the pole at the expense of the LICENSEE. This will be identified during the pole walk and invoiced as part of the make ready work. The antenna and mounting hardware are not to exceed 100 pounds.

13. If the condition of the pole is such that a pole top extension cannot be installed, as determined during the multi-party pre-construction survey, the existing pole will be replaced with a taller pole to accommodate the minimum required clearances. The cost for the removal of existing pole, installation of new pole and the transfer of all attachments will be at the expense of the LICENSEE.

14. All Con Edison Facilities with LICENSEE's Wireless Facilities shall have a warning/caution sign installed on the pole and on the power supply/amplifier cabinet. LICENSEE shall supply, install and maintain warning/caution signs.

15. Electric utility service to LICENSEE's power supply/amplifier cabinets will be provided pursuant to Con Edison's Electric Tariff, PSC No. 9 – Electricity, in addition to the Service Agreement, the Operating Procedures and the Standard Terms and Conditions.

16. The power supply/amplifier cabinet must be equipped with an external physical RF cutout switch, that can be locked, that will deactivate the antenna in the event that Con Edison crews or third party attachers need access to the Communication Zone or are required to perform work within 6 feet of any antenna. The cutout switch will be required to be shut off and locked before performing any work as stated above. This function may also be accomplished by a combo AC & battery disconnect switch that cuts power to the transmitter instead of an RF switch that cuts feed to the antenna. Additionally, the power supply/amplifier cabinet will be equipped with an external indicator light that will be utilized to verify that the power to the cabinet/antenna has been shut down.

17. LICENSEE shall install a driven ground rod and meet a resistance of less than 5 ohms. A certified test report in accordance with IEEE standard #81 shall be submitted to the TeAM Project Specialist for every pole where an antenna has been installed. The test data will be required with the initial antenna installation and with the renewal of the Service Agreement. If Con Edison's determines that the test data submitted needs to be field verified, a field meet will be scheduled between the LICENSEEs' contractor and the

Technical Services Department. All costs associated with the field meet are the responsibility of the LICENSEE.

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

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

V. PRE- SURVEY AND FIELD VERIFICATION

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

2. Upon receipt of the written application, Con Edison shall study the feasibility of the proposed installation. All documents required under Section IV must be submitted to the TeAM Project Specialist before the pre-survey walk and review can begin. Con Edison's study may include, among other things, surveys, physical inspections and technical and other engineering work. Any potential availability of Con Edison Facilities is preliminary only and is subject to field verification. Field verification shall be jointly conducted by Con Edison and LICENSEE and shall include other attachers to the Con Edison Facilities requested by LICENSEE. Whether or not the attachment is ultimately made, LICENSEE shall reimburse Con Edison for the cost of the study and the inspection.

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

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

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

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

7. Con Edison personnel or Con Edison approved and qualified contractors will perform installation of antennas and the associated cable from the top of the pole to the Communications Zone. No special tools or skills shall be required for Con Edison personnel to attach coaxial/fiber optic and ground cable to the antenna. If special skills or tools are required to perform this work, LICENSEE shall perform connection to the antenna on the ground before the antenna is installed by Con Edison. LICENSEE and/or LICENSEE's contractor shall install all other equipment in the telecommunications zone, as well as the power supply /amplifier cabinet equipped with a RF cut-out switch or a separate supply/battery disconnect switch and metering equipment. LICENSEE shall be responsible for the coordination of the field meet between the LICENSEE's contractor and Con Edison. In the event that the LICENSEE's contractor does not show for the scheduled field meet, the cost of the Con Edison crew for the time spent at the location will be the responsibility of the LICENSEE.

8. If LICENSEE elects to utilize a Con Edison qualified contractor for the installation of LICENSEE's facilities, LICENSEE will need Con Edison's prior approval (through the TeAM Project Specialist). LICENSEE will be responsible for Con Edison's administrative and inspection costs associated with oversight of Licensee's contractor.

9. Con Edison will prepare an invoice of the charges for Make Ready Work, which shall be billed and paid in advance within 30 days of receipt. The invoice is good for thirty (30) days. Make Ready Work will not commence prior to receipt of payment.

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

11. During the pre-survey walk, the Con Edison Engineering representative will determine on which location(s) the LICENSEE's wireless facilities and metering

equipment can be installed. It will be the responsibility of the LICENSEE or its contractor to submit a Contractor Work Request (CWR) to the local Energy Services group once the Pole Attachment License has been issued, make ready work is completed and service and metering equipment are installed to specifications. In order to have the service connections made, a CWR and Service Application are required to be completed by the contractor and LICENSEE. The remarks area of the CWR must state the referenced Pole Attachment License number and a request for a final inspection stating that all of the work is completed, as per Con Edison's specifications and DWG. NO. 340361 or Specification DWG 345216. This CWR can be accessed on-line at Con Edison's Website www.coned.com/es. The Telecom Application Management (TeAM) will provide the specification(s), CWR and Service Application to the LICENSEE at the customers' initial meeting. In addition, no service will be provided without a Certificate of electrical inspection or a letter from a Professional Engineer with a copy sent to the customer. In New York City, it will be the LICENSEE's or its contractor's responsibility to ensure that the metering equipment with by-pass facilities, and power supply/amplifier cabinets are installed according to applicable codes. In addition, the LICENSEE or its contractor must submit a certification by a licensed Professional Engineer that the installation meets all applicable codes. In Westchester County, it will be the LICENSEE's or its contractor's responsibility to ensure that the metering equipment with by-pass facilities, and power supply/ amplifier cabinets are installed according to applicable codes. If there are no inspection and/or reporting requirements in any municipality, LICENSEE or its contractor must submit a certification by a licensed Professional Engineer that the installation meets all applicable codes and Con Edison requirements and specifications.

12. Con Edison crews shall make the service connections to the secondary and install the meter. This may necessitate a second visit to the site.

13. If LICENSEE decides not to proceed with a proposed attachment, it shall so notify Con Edison in writing and the application relating thereto shall be deemed canceled. If LICENSEE decides to proceed with a proposed attachment, it shall so notify Con Edison in writing within 30 days of the submission of the statement of Make Ready Work. Payments under Article V, of the Service Agreement must accompany such written notices. Failure to notify Con Edison shall be deemed equivalent to a notice not to proceed.

14. The Company will accept Applications for the right to use space on Company Facilities on a first come first served basis and will attempt to satisfy the requests in the priority order that they were received. Priority order will be established based on the business day the completed Application is received. The Company shall advise a LICENSEE who submits an incomplete application within five (5) 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.

15. Once located on Con Edison Facilities, if LICENSEE incurs Make Ready Work costs in order to provide space for a subsequent LICENSEE, LICENSEE shall be reimbursed by the subsequent LICENSEE for its costs, excluding the pro-rata cost of any work required to bring the prior LICENSEE's facilities up to specifications.

VI. LICENSES, RECORD KEEPING AND REPORTING REQUIREMENTS

1. LICENSEE shall not attach Wireless Facilities to Con Edison Facilities until Con Edison notifies License that all Make Ready Work is complete and all documentation has been reviewed by Engineering, upon which time, the Area Engineering Coordinator will issue a License for the attachments. The license shall be in the form annexed to this agreement, but Con Edison may revise the form from time to time. If LICENSEE fails to install its facilities within six months of receiving a license to attach, Con Edison may rescind the license. No refunds will be issued for any costs incurred prior to rescission.

2. As construction, installation or maintenance activity is completed, "As Constructed Drawings" showing LICENSEE's Wireless Facilities shall be prepared by LICENSEE and provided to Con Edison's Area Engineering Coordinator.

3. LICENSEE is required to maintain a copy of all licenses granted by Con Edison to LICENSEE for Wireless Facilities located on Con Edison Facilities. LICENSEE shall submit to the Area Engineering Coordinator, on a semi-annual basis, a complete and accurate listing of all licenses and Wireless Facilities. Should LICENSEE fail to submit on a semi-annual basis, a complete and accurate listing of all licenses and Wireless Facilities, Con Edison may either;

A. Conduct a survey of all Con Edison secondary poles in its Franchise Area to verify the location of LICENSEE's Wireless Facilities, the entire cost of which shall be paid for by LICENSEE, or;

B. Terminate this Service Agreement in its entirety, without any liability to LICENSEE.

4. LICENSEE may request removal of attachment(s) or rescission of a license by submitting a Pole Attachment/License Rescind form to the Area Engineering Coordinator. See TeAM policy 561-01-02, Exhibit H. All costs associated with the removal of LICENSEE Wireless Attachments are at the expense of the LICENSEE.

5. LICENSEE shall adhere to the principles set forth in Con Edison's Interference Specification 011404A for design, deployment and operations of its wireless infrastructure to avoid causing interference that degrades the performance of Con Edison's critical wireless systems. In the event that Con Edison's critical wireless systems are adversely affected by Radio Frequency interference caused by the LICENSEE's wireless infrastructure, LICENSEE is required to follow the procedures and implement the remedies for eliminating or mitigating the interference as set forth in

Interference Specification 011404A. LICENSEE shall take such further precautions and measures to avoid interference with Con Edison's critical wireless systems as Con Edison may require. If the interference or disruption can not be stopped within seven (7) days (or such shorter period as required by Con Edison), the Wireless Facilities causing the interference or disruption will be shut down and disconnected until such interference or disruption is corrected.

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

The maintenance log and all pre-survey documentation will be mailed to the TeAM Project Specialist at:

Consolidated Edison of New York
Telecom Applications Management
4 Irving Place – 9th Floor, Mailbox #16
New York, New York 10003

VII. CONSTRUCTION, INSTALLATION AND MAINTENANCE CRITERIA

1. LICENSEE shall provide Con Edison's Engineering Area Coordinator with its proposed construction schedule ten (10) working days in advance of start of any work. LICENSEE shall provide its work crew with an operable cellular phone or other acceptable communications equipment to allow immediate notification to LICENSEE field forces should it become necessary for Con Edison to suspend operations. LICENSEE shall provide Con Edison's Engineering Area Coordinator with the cellular phone number or other contact information.

2. The work site set up shall be in accordance with Con Edison's "Work Area Protection and Traffic Control Field Manual," in addition to standards established in Section IV of this Operating Procedure.

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

A. LICENSEE shall provide and maintain at its own expense safe and sufficient entrance and exit ways, walkways, platforms, barricades, warning lights, scaffolds, ladders, runways for concrete carriers, hoists and all equipment, apparatus and appliances necessary or proper for carrying on the work safely; shall not load any of the

foregoing items or any part of any structure or equipment with a weight that will make it unsafe; shall make and keep the place of work and the ways and approaches thereto well lighted, safe and free from avoidable danger, taking into account, without limitation, local conditions; and shall mark any faulty items "unsafe" until repaired or replaced.

B. LICENSEE shall strictly observe safety requirements of applicable federal, state and municipal laws and regulations, including, without limitation, the Federal Occupational Safety and Health Act. LICENSEE shall cause all equipment and structures, the place of work and the ways and approaches thereto to meet the requirements of all public authorities. LICENSEE shall comply with the requirements of and recommendation in the latest edition of the "Manual of Accident Prevention in Construction," published by The Associated General Contractors of America, to the extent that such provisions are not inconsistent with other provisions of this Operating Procedure or applicable laws or regulations. LICENSEE shall maintain an accurate record of all cases of death, occupational disease or injury requiring medical attention or causing loss of time from work arising in connection with performance of the work.

C. Con Edison may inspect LICENSEE's Wireless Facilities on the Con Edison Facilities and the installation, construction or maintenance work at any time. LICENSEE is responsible for all costs associated with Con Edison inspections. 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.

D. LICENSEE shall be responsible for any failure or neglect on its or its contractor's or subcontractor's part to perform the obligations contained in this section, and shall defend and indemnify Con Edison against any liability resulting in whole or in part from such failure or neglect.

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

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

B. 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, LICENSEE shall remove such items from the site immediately and replace them with safe and adequate substitutes at contractor's expense. LICENSEE shall be fully and solely responsible for and shall safeguard its equipment, tools, supplies, other construction aids and materials at all times. LICENSEE shall provide adequate storage for all such items used in connection with the work.

C. The use of public roadways and properties for the parking of employee vehicles, construction equipment, receiving and placement shall be in accordance with the applicable laws and ordinances. Adjacent private properties shall not be entered or used for any such purpose without the written consent of the property owners.

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

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

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

B. LICENSEE shall, while on or about the site of work, observe and comply with all fire, safety, hazard, "No Smoking," and all other rules and regulations heretofore or hereafter prescribed by Con Edison. Safety hats shall be worn at all times in the work area.

C. LICENSEE 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.

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

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

F. LICENSEE 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. LICENSEE shall be required to reimburse Con Edison for all costs associated with the cleanup of leaks and spills.

G. LICENSEE shall, at its own expense, store its apparatus, material, supplies and equipment in such orderly fashion as will not interfere with the public, the progress of LICENSEE's work or the work of others and clean up and remove all refuse, rubbish, scrap materials, and debris so that at all times the work site shall present a neat, orderly and workmanlike appearance. If, in the opinion of Con Edison, LICENSEE has failed to comply with any provisions of this Section, Con Edison 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.

H. 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, Con Edison, without any liability to LICENSEE, shall have the option to:

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

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

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

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

A. Material Safety Data Sheets ("MSDS") for all materials, chemicals and hazardous substances to be used in any construction, installation or maintenance activity by LICENSEE or its contractors must be submitted for review and approval to Con Edison's Chemical Evaluation Manager through the TeAM Project Specialist at least 30 days prior to construction, installation or maintenance.

B If required, Con Edison or its contractors will perform all environmental inspections and abatement work on Con Edison's Facilities at LICENSEE's expense.

C LICENSEE must submit to Con Edison, through the TeAM Project Specialist, a Health and Safety Plan ("HASP") for all work planned on Con Edison Facilities. Con Edison will provide a sample HASP and specifications for LICENSEE's use in developing its HASP. These plans must be submitted for review and approval at least 30 days prior to start of construction. Work cannot commence until Con Edison approves these plans. In the event that a distribution pole or guy pole is located within an environmentally sensitive area or abuts or is close to an environmentally sensitive area, it shall be the responsibility of the LICENSEE to perform an environmental impact review and prepare an Environmental Management and Construction Plan ("EM&CP"). Any costs associated with the environmental impact review and EM&CP are the responsibility of LICENSEE. The LICENSEE has the option of selecting a different location to avoid environmentally sensitive areas.

D. LICENSEE 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 LICENSEE's Facilities. If LICENSEE or its contractors violate any environmental laws, rules or regulations, LICENSEE will be responsible for any and all costs and penalties including those relating to the required clean up, abatement, remediation, removal, management or disposal costs. LICENSEE and its contractors will be prohibited from performing any further work on Con Edison Facilities until they demonstrate that they have properly corrected their operations. Repeat violations may result in LICENSEE and/or its contractors being prohibited from doing any further work on Con Edison Facilities.

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

A. If LICENSEE and Con Edison need access to the same Con Edison Facility, Con Edison has priority when Con Edison system problems are involved. If Con

Edison is performing non-emergency work and LICENSEE has repairs to be made, LICENSEE generally will be given priority. During Con Edison emergencies, reasonable efforts will be made to accommodate repair work by LICENSEE.

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

C. LICENSEE shall, at its own cost and expense, maintain all of its attachments in safe condition and in thorough repair and shall, upon notification by Con Edison, correct any substandard conditions within 30 days. All tree trimming necessitated by the facilities of LICENSEE shall be performed by Con Edison at the sole cost of LICENSEE.

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

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

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

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

8. Termination and Removal. Upon termination of this Service Agreement, or cancellation of any licenses, LICENSEE shall comply with the following:

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

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

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

VIII. PUBLIC INFORMATION AND THIRD PARTY INQUIRIES

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

2. LICENSEE shall take reasonable measures to notify the surrounding community, as required by the local municipality or other authority with jurisdiction over Licensee's Wireless Facilities, prior to the installation of any Wireless Facilities, of the work and installations proposed for that community.

3. LICENSEE shall promptly respond to all environmental, health, safety and interference inquiries of other third party LICENSEEs/attachers to Con Edison facilities. LICENSEE shall provide notification to all third party LICENSEEs/attachers of its intent to install Wireless Facilities on Con Edison Facilities. Con Edison will provide a mailing list of all other third party LICENSEEs/attachers.

IX. PERFORMANCE BY CON EDISON OR ITS CONTRACTORS

Con Edison shall not be liable to LICENSEE 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 LICENSEE's Wireless Facilities.

X. DISPUTE RESOLUTION PROCESS

1. If at any time in the process, LICENSEE has a complaint with respect to access or with respect to the terms and conditions governing access, LICENSEE must first bring its complaint to the Telecom Applications Management Department (TeAM) within Con Edison to resolve the problem.
2. In the event the Customer wishes to complain directly to Con Edison, it may initiate the dispute resolution process by presenting a written description of the dispute/complaint, and a proposed resolution to Con Edison. Con Edison will, within fifteen calendar days following receipt of the complaint, provide a written response to Customer with an alternative resolution proposal if the complaining party's resolution is deemed unacceptable or with the results of any informal resolution that may have been reached with respect to other party(ies) prior to that date.
3. If the initial exchange of written material does not resolve the dispute, the Customer may request a meeting to discuss the matter further. The responding party must agree to such meeting to be held within fifteen calendar days following the request. The parties may agree to a different time frame or to use alternative dispute resolution techniques with mutually agreed upon time frames that may differ from those defined in the dispute resolution process.
4. All correspondence or documents to be delivered from one party to another under this process must be sent in a manner that provides verification that it is received within the time periods specified by this dispute resolution process.
5. If the parties are unable to resolve the dispute within the time periods specified by this dispute resolution process, the parties may pursue other legal mechanisms to address the complaint and/or dispute, including the Public Service Commission's Expedited Dispute Resolution Process.

XI. SPECIAL PROVISIONS

1. Any license granted to LICENSEE is at all times subordinate to Con Edison's statutory duty to supply uninterrupted electric service to its consumers. If at any time, in the sole judgment of Con Edison, its ability to fulfill its statutory public service duty may be threatened by reason of LICENSEE Wireless Facilities or of the Service Agreement, LICENSEE shall immediately comply with any request of Con Edison to remove or alter its Wireless Facilities, or other conditions, that so threaten Con Edison's ability.
2. LICENSEE warrants and represents to Con Edison that it shall specifically and adequately warn all its field personnel of the dangers inherent in electrical conductors before any personnel are permitted to perform any work near any Con Edison facilities. The warning shall be given to LICENSEE field personnel both orally and in writing. All warnings must be given in English and the language(s) of the LICENSEE's field

personnel. The written warning shall be prepared in duplicate, with one copy retained by LICENSEE and the other by LICENSEE's field personnel, acknowledging receipt of both written and oral warnings. The written warning shall be made available for inspection by Con Edison at any time inspection may be requested.

3. 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.

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