



NEW YORK

TRANSMISSION POLE AERIAL
THIRD PARTY ATTACHMENT
REQUIREMENTS

REQUIREMENTS PERTAINING TO
TRANSMISSION THIRD PARTY AERIAL POLE
ATTACHMENT SURVEYING, INSPECTIONS,
ESTIMATING, POLE LOADING ANALYSIS, AND
MAKE-READY WORK PERFORMED BY
THE APPLICANT'S
NATIONAL GRID¹ ACCEPTED CONTRACTOR
ON NATIONAL GRID OWNED FACILITIES

¹ Niagara Mohawk Power Corporation, d.b.a. National Grid.

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1. INTRODUCTION

- A. This set of Transmission Third Party Aerial Pole Attachment Requirements (Requirements) has been developed for and pertains to the use of Niagara Mohawk Power Corporation (National Grid) accepted contracted personnel under the employment and/or direction of the Pole Attachment Applicant (Applicant) when performing pre-construction surveys, inspections, estimating, pole loading analysis, and Make-Ready work as part of the transmission pole attachment process. Maintenance and system upgrade information is also contained in these Requirements. The Applicant shall also be referred to in this document as the “Licensee” in such instances where the acquisition of a pole attachment license from National Grid is required and should have been obtained by the Third Party. Note: National Grid Transmission Engineering and Design shall designate the party that is to perform pole survey, pole loading analyses, and design work of National Grid facilities, unless otherwise directed by National Grid. Assignments will be transmitted by the National Grid Telecommunications Attachment Group (National Grid TAG).
- B. These Requirements apply to traditional electric transmission pole attachments within the communications space of the pole and are not applicable to non-traditional uses or attachments on National Grid poles, e.g. wireless. New Applicants: Shall make initial application to become a signatory to the National Grid ‘Agreement Authorizing Attachment of Communication Cable and Facilities on Certain Niagara Mohawk Power Corporation Electric Transmission Poles’ (Agreement) for attachment to sub-transmission poles above 13.2 kV to Mr. Thomas Mitchell, Telecommunications Attachment Group, National Grid Service Co., 300 Erie Blvd. W., C-1, Syracuse, NY 13202. Applicants currently signatory to the Agreement are to submit their Application(s) (see Attachment 1) to: The Telecommunications Attachment Group, National Grid Service Co., 636 Quaker Rd., Glens Falls, NY 12801-3266, Email: nmnytele@us.ngrid.com ; Fax: 518.471.7718. Refer to Attachment 1 for specific application instructions.
- C. These Requirements are to serve as a guide for all above referenced contracted personnel in order to communicate and ensure that all such aerial pole attachment work is performed in compliance with the applicable National Grid standards, policies, and procedures, and conducted in a safe and reliable manner.

2. APPLICATIONS

- A. Certain National Grid electric transmission poles are jointly owned with the incumbent telephone company, e.g., Verizon, Citizens Communications, etc. In addition to the process contained herein, the Applicant in such instance of a jointly owned pole shall make application to, receive authorization from, and comply with all joint owner requirements pertaining to the installation of Licensees’ facilities. Third Party use of jointly owned poles requires the consent of all joint owners. National Grid may not unilaterally authorize the use of a jointly owned pole.

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- B. Prior to the submittal of any transmission pole aerial attachment application (Application), the Applicant shall be signatory to the Agreement. The Applicant shall submit all applications for transmission pole attachments to the applicable address noted above in Section 1.B. Applications shall list all associated poles on the Application Attachment Sheet(s) as contained in Attachment 1. Refer to the National Grid Third Party Instructions for Transmission Pole Aerial Attachments (Attachment 2) for additional information regarding Pole Attachment Agreement and complete Pole Attachment Application requirements. Applications are available on National Grid's website at: <http://www.nationalgridus.com/niagaramohawk/attachments>.
- i. The Applicant is to submit a complete transmission pole attachment application to the address noted above in Section 1.B. Refer to the Third Party Transmission Attachment Process – Third Party Instructions (Attachment 2) for Complete Application instructions and details. NOTE: The Applicant shall submit separate pole attachment applications for electric distribution pole attachments. Applications that contain both electric distribution and electric transmission/sub-transmission poles will be returned to the Applicant as an incomplete application. Distribution pole attachment applications are to be submitted to National Grid TAG under separate application, per the Distribution Third Party Pole Attachment Requirements, Attachment 1. National Grid pricing is effective for a period of sixty (60) days.
 - ii. National Grid will review the Application to ensure that Applicant has: a.) signed an executed Agreement. b.) included full payment of the Application Fee, and c.) submitted a complete Application. If the application is incomplete, the Applicant is responsible for satisfying all requirements necessary for a Complete Application.
 - iii. The Applicant will be provided with the appropriate National Grid contact(s) relative to Licensee's specific attachment application. Unless otherwise directed by National Grid, Applicant questions on specific application requests shall be directed to National Grid TAG.
 - iv. *Overlapping Submittals* – Overlapping of any conductors on National Grid transmission poles shall be addressed to National Grid TAG and require the written approval of National Grid Transmission Engineering and Design. Refer to the National Grid "Electric Transmission Pole Overlap Policy and Operating Procedure" (Attachment 3).
- C. *Application Receipt and Confirmation* - National Grid shall contact the Licensee within five (5) business days of receipt of the Licensee's application and:
- Confirm receipt of the application and Application Fee pre-payment.
 - Confirm completeness of the application or identify any deficiencies (additional submittals) which restrain processing.

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- Identify the availability of National Grid personnel and National Grid's proposed work schedule to perform the pre-construction survey/pole loading analysis or assign the pre-construction survey/pole loading analysis to the Applicant for the selection of an National Grid Accepted Design Contractor. NOTE: A pole loading analysis shall be performed for each pole attachment within an Application.
 - Identify the National Grid work request number (WR#) assigned to the Applicant's application (to be referenced on all correspondence).
- D. *Work Determination* - National Grid will determine within 5 business days of receipt of a complete Application, the assignment of the required pre-construction survey, pole loading analysis, and associated design work. This work may be assigned to: a.) National Grid Transmission Engineering and Design; b.) a National Grid Design Contractor; or c.) the Applicant's (to hire a National Grid Accepted Design Contractor (Applicant's Design Contractor). For Make-Ready work determination see Section 7.A.
- i. National Grid Transmission Engineering and Design will review the area of work associated with the application to determine if any conflicts/safety issues/DOT work or delays exist due to National Grid work in the area. National Grid TAG will notify the Applicant of any conflicts/concerns within 5 business days of receipt of a complete Application. If there is a conflict in performing such work due to on-going National Grid work on the associated poles, the Applicant will be notified by National Grid TAG and a mutually agreed upon schedule will then be determined. The Applicant shall be responsible for all costs associated with the pre-construction survey and the required pole loading analysis in accordance with the Agreement. The party assigned the responsibility of performing the pre-construction survey, pole loading analysis, and design work shall submit a copy of the complete set of pre-construction survey notes and pole loading analysis report to National Grid TAG (for transmittal to the National Grid Transmission Engineering and Design office) within five (5) business days of completion of the pre-construction survey and pole loading analysis.
 - ii. The Applicant shall identify in writing to National Grid TAG, National Grid Transmission Engineering and Design, and all other existing Attachees and Pole Owners of the affected poles, including any and all special or emergency conditions or needs of the Applicant that requires, affects, or creates any deviation from the standard National Grid pole attachment process and procedures. These conditions or needs may include, but are not limited to such items as temporary attachments, boxing of poles, or use of support brackets. Such identification shall be provided to National Grid TAG and other affected parties on or before the time the Applicant submits the Pre-construction survey results to National Grid TAG for submittal to National Grid Transmission Engineering and Design (or designee) for review.
- E. *Timetable* -- Unless otherwise agreed to, the parties will be subject to the provisions of these Requirements and the Pole Attachment Agreement, and the following timeframes will apply to pole attachment applications:

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Action	Schedule
National Grid review of application and application fee for completeness and contact with Licensee regarding any deficiency.	Within (5) business days of receipt of application.
National Grid determination of who will perform the pre-construction survey, pole loading analysis, and design work.	Within (5) business days of receipt of application.
National Grid review of the work area associated with the application to determine if any conflicts/safety issues/DOT work or delays exist due to National Grid work in the area.	Within (5) business days of receipt of application.
Applicant written notification to National Grid of the approved Design Contractor it has selected and submittal of the pre-construction survey, pole loading analysis, and design work schedule to National Grid (if Applicant is assigned the pre-construction survey and required pole loading analysis work).	Within (5) business days prior to the start of the pre-construction survey.
Completion of pre-construction survey.	Per the Applicant's schedule.
Completion of the pole loading analysis by Applicant's Design Contractor.	Within (14) days of completing the pre-construction survey.
Submittal of completed pole loading analysis by Applicant's Design Contractor for National Grid review.	Within (3) business days of completing the pole loading analysis.
Submittal of National Grid cost proposal for pole loading analysis review.	Within (5) business days of National Grid receipt of the pole loading analysis.
National Grid's review of the Applicant's design Contractor's pole loading analysis and submittal of any comments/revisions to the Applicant's Design Contractor.	Within (3) business days of National Grid completion of the pole loading analysis review.
Applicant's Design Contractor submittal of the complete Make-Ready work scope list, pole loading revisions, and design work to National Grid for review/acceptance.	Within five (5) business days following the receipt of National Grid's pole loading analysis review.
National Grid review of Make-Ready work scope list, pole loading revisions, and design work for acceptance and Make-Ready work assignment.	Upon receipt of an accepted work scope, pole loading analysis, and design work, National Grid is to assign Make-ready work within (5) business days. If not assigned after (5) business days, the Applicant may assume that the work is to be performed by the Applicant's approved Qualified Electrical Contractor.
National Grid Assignment of a Field Construction Coordinator (FCC) on any contracted Make-ready construction work.	At the time National Grid issues its assignment letter for make-ready work assigned to a National Grid contractor or the Applicant, it will also issue the invoice for FCC services. This invoice is to be paid by Applicant prior to the start

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	of Make-ready work.
Applicant notification to National Grid of the Applicant's approved Qualified Electrical Contractor.	Immediately following the selection of the approved Qualified Electrical Contractor by the Applicant.
National Grid submittal of make-ready cost estimates to Applicant (for Make-Ready work assigned to National Grid).	Within (14) days of Make-Ready work assignment.
Licensee pre-payment of National Grid Make-Ready costs.	Within (14) days of receipt of National Grid cost estimates for National Grid assigned work.
Notice of changes in make-ready work scope from party assigned Make-Ready.	Within (7) days of discovery in field.
National Grid completion of assigned make-ready work.	Within (45) days of receipt of Make-ready work pre-Payment
Applicant Qualified Electrical Contractor completion of assigned make-ready work.	Within (45) days of Make-Ready work assignment.
Notification of Make-Ready Completion (by National Grid or Applicant Design Contractor)	Within (3) business days of completing Make-Ready work.
Licensee installation of Licensee facilities	Construction begins with (30) days of release by all existing attachees.
Licensee notice of completion of work (e.g., installation, overlashing, etc.)	Within (5) days of completion of installation, overlashing work.
Licensee notice of proposed overlashing	Not less than (10) days before start of overlashing
Licensees' post-installation notice of service drops	Within (10) business days of making such attachment
National Grid post-construction inspection	Within (30) days after Licensee notice of work completion of its facilities.
National Grid notice to Licensee of planned post-construction inspection	Not less than (3) days prior to conducting the inspection
Licensee notice that it will participate in a post construction inspection	Not less than (1) day prior to conducting the inspection
Licensee post installation notice of service drop attachments	Within (10) business days of attachment

F. *National Grid Costs and Fees* - National Grid has established its internal costs for the activities routinely encountered in the pole attachment process. PRE-ESTABLISHED COSTS ARE PREDICATED ON NATIONAL GRID PERFORMING SUCH WORK. THE ESTABLISHED COSTS ARE NOT APPLICABLE TO CONTRACTED ACTIVITIES, UNLESS AS OTHERWISE NOTED. National Grid may update a work activity (item) cost once per twelve (12) month period. In the event of an extraordinary circumstance, a cost may be updated more frequently. Applicants shall be provided thirty (30) days advance written notice of changes in National Grid fees. Such notice will include the effective date of the rate change.

- i. National Grid costs may on occasion vary from project to project, e.g., when such activities occur (straight time or overtime), or due to location, required power outages, and crew size (i.e., traffic control - a flagman or multiple flagmen may be required or no flagman may be required). National Grid will provide, upon

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Applicant request, back-up for specific project costs when requested by the Applicant. National Grid unit costs are non-negotiable.

- ii. National Grid will utilize the unit costs (pricing) in effect at the time the estimate is developed. National Grid cost estimates, unless conspicuously identified on the cost estimate, shall be binding for the scope of work described in such estimate for sixty (60) days from the date such estimate is received by the Applicant.
- iii. Applicant inquiries of National Grid cost estimates do not relieve the Applicant of responsibility to pre-pay for required make-ready work within fourteen (14) days of receipt of National Grid's make-ready cost estimate. Failure to pay within (14) days will relieve National Grid of make-ready work schedule obligations contained herein.

3. USE OF APPLICANT'S APPROVED DESIGN CONTRACTOR

A. *Applicant's Approved Transmission Design Contractor* – If National Grid has determined that the Application design work is to be assigned to the Applicant, National Grid TAG transmits to Applicant that it is to provide an acceptable National Grid Transmission Design Contractor to perform the pre-construction survey, required pole loading analysis, and all associated design work (design work). The Applicant shall select from National Grid's list of Accepted Transmission Design Contractors (Attachment 5) the contractor it wishes to perform all necessary Transmission Design Services. In such instance, any pre-payment for design services received by National Grid from the Applicant is to be returned to the Applicant. These services include, but are not limited to:

- i. Conducting and documenting pre-construction surveys;
- ii. Estimating, scheduling, documenting, and performing the required pre-construction survey, pole loading analysis, and design work. Respond to National Grid Transmission Engineering and Design reviews and recommendations.
- iii. Any estimating, documenting and scheduling Make-Ready work required for the Applicant (resulting from the pre-construction survey and pole loading analysis).
- iv. Transmitting all related Make-Ready work scope and design work (resulting from the pre-construction survey and pole loading analysis) to National Grid TAG for submittal to National Grid Transmission Engineering and Design (or designee) for review and acceptance.
- v. Finalize all designs, prepare all Make-ready work packages and issue correspondence to the National Grid Transmission Engineering and Design department or other parties as required.

B. *National Grid Acceptable Design Contractors*: Transmission Design Contractors currently used or acceptable to National Grid for Make-Ready work are listed in Attachment 5.

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- C. *Qualification of Design Contractors*: In the event the Applicant proposes to use a contractor and such contractor is not on National Grid's list of currently used or acceptable design contractors, the Licensee shall contact National Grid TAG for instructions on the required qualification information to be submitted for National Grid review. Prior to submittal, the Licensee shall have conducted its own evaluation of the proposed design contractor and at time of submittal, the Licensee shall make written representation to National Grid that they have performed such an evaluation and that the Applicant finds the design contractor acceptable for the proposed work assignment.
- D. *Applicant Notification* - The Applicant is to advise National Grid TAG in writing of the National Grid acceptable design contractor selected by the Applicant (Applicant's Design Contractor) (including name, mailing address, telephone, cell phone, and facsimile contact numbers) to perform the pre-construction survey, pole loading analysis, and design work, and a copy of the pre-construction survey schedule to National Grid TAG within 5 business days prior to the start of the pre-construction survey work.
- E. *Applicant Contractor Responsibility* - When the Design and/or Make-Ready work is assigned to the Applicant's Transmission Design Contractor and/or the Applicant's National Grid Acceptable Transmission Electrical OH Line Contractor (Applicant's Transmission Electrical Contractor), it shall be the Applicant's complete and direct responsibility to procure, schedule, direct, manage, and discharge such contractor(s). The Applicant's Contractor(s) are directly responsible to the Applicant for the Application and the arrangement of all coordination, payment, scheduling, and performance of the pre-construction survey, pole loading analysis, design work, Make-Ready work, and other related and incidental work associated with the Application, as assigned. The Applicant's Transmission Design Contractor will be responsible for estimating make-ready work when the Make-Ready work is to be assigned to and hired directly by the Applicant (Applicant's Transmission Electrical Contractor), and for such estimates when the Make-Ready work is assigned to National Grid line crews (unless otherwise directed by National Grid).
- F. *Transmission Design Standards* – Applicant facilities shall be installed and maintained in compliance with all applicable Federal, State and local laws, rules, codes and regulations, including the National Electric Safety Code, the Telcordia – Manual of Construction Procedures (“Blue Book”), the American National Standards Institute, municipal permitting requirements, and applicable National Grid standards, policies, safety rules and requirements, all as the same may be modified, amended, supplemented or superseded. These shall include the National Grid OH Electric Construction Standards, National Grid OH Electric Transmission Standards, National Grid Pole Overlapping Policy and Operating Procedures, National Grid's Pole Loading Criteria for transmission poles, and the New York State High Voltage Proximity Act.
- i. National Grid Overhead Standards set forth criteria for approved Licensee installations including required separation, manner and location of Licensee attachment. Any deviation from established National Grid Standards requires prior National Grid review and approval (of the deviation). Licensee Facilities shall be located in the traditionally defined “communication space” or the

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“unusable space” of the pole. NO LICENSEE FACILITIES SHALL BE LOCATED IN THE SUPPLY SPACE OF THE POLE.

- ii. *Licensee’s Cable Attachment* - Unless otherwise directed by National Grid Transmission Engineering and Design or National Grid TAG at the time of the pre-construction survey and recorded on the license, Licensee’s cable(s) shall be affixed by a direct thru-bolt attachment to the roadside face of the pole, twelve inches (12”) above the highest existing communication cable.
- iii. *Service Drops* - Licensee service drop attachments to drop poles shall be licensed and installed and maintained in full compliance with these Requirements and the stated Standards and Specifications.
- iv. *Separation from Electric Facilities* - At the point of pole attachment, Licensee Facilities shall at all times maintain forty inches (40”) vertical separation from National Grid electric cables and ungrounded under-built electric distribution facilities or per the specified vertical separation distance required from the affected transmission / sub-transmission conductor(s). Licensee Facilities may have less than forty inches (40”) vertical separation from National Grid grounded electric distribution facilities (e.g. streetlights, transformer casings, etc.). Minimum vertical separation is detailed National Grid Overhead Transmission Standards and in the National Grid Overhead Construction Standards (regarding under-built distribution).
- v. *Licensee Appurtenances and Accessory Equipment* - The location of Licensee appurtenances and accessory equipment shall be licensed and is subject to National Grid prior review and approval. Appurtenances and accessory equipment and shall be located in “unusable space” of the pole.
- vi. *Bonding* - Multi-grounded primary neutral distribution (underbuild) systems (WYE Systems) typically require bonding between the National Grid common neutral and the communication company bonding system(s). On certain distribution lines (e.g., Delta Systems), it may be undesirable to interconnect individual company ground systems. Prior to bonding, bonding shall be discussed with the National Grid Transmission Engineering and local Distribution Design department representative (as applicable). Unless otherwise directed by National Grid, the Licensee shall bond its messenger (support strand) to each existing vertical downground along the route. If two (2) downgrounds are present on a pole, the Licensee shall bond to the downground from the secondary neutral. The Licensee’s messenger (support strand) if located within 20” of a streetlight bracket, shall be bonded to the streetlight bracket. This bond shall be installed by a qualified electrical worker using rubber (dielectric) gloves. Further, the Licensee’s messenger (support strand) shall also be interconnected to the existing messengers of other existing communication companies (at intervals defined in Telcordia).

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- vii. *Pole Anchors* - Each party shall provide adequate guying and anchoring to support the attachment of its facilities. Licensee down guys shall have a guy marker (visible yellow protection/marking) installed.
- viii. *Riser Poles* - The pole and location of License riser cable(s) on the pole is subject to National Grid Transmission Engineering and Design prior review and approval.
- ix. *Pole Loading Analysis* - Pole loading analysis shall be performed using “O-CALC” or PLC-POLE software and in conformance with National Grid’s loading analysis specification. The person performing the pole loading analysis shall contact National Grid Transmission Engineering and Design prior to starting such analysis in order to clarify pole loading criteria for transmission / sub-transmission poles. Pole loading analysis performed by other means requires prior approval of National Grid Transmission Engineering and Design. National Grid will determine the applicable construction grade to be applied (depending on pole use and location, NESC Grade “B” or Grade “C” will apply). Refer to Section 5 below.

4. PRE-CONSTRUCTION SURVEY

- A. *Pre-Construction Surveys* - The Applicant’s Transmission Design Contractor schedules and notifies all existing attaching attachees on the poles affected by the Application of the pre-construction survey and its scheduled date(s) and times. The Applicant’s Transmission Design Contractor shall be responsible for scheduling, coordinating, performing, and fully documenting the pole attachment pre-construction survey in conjunction with the other existing pole attachees that have been notified. Pre-construction surveys shall be performed in compliance with the standards identified in Section 3.
- B. *Make-Ready Work Identification* - During the pre-construction survey, the Applicant’s Transmission Design Contractor shall determine and document, among other things, whether any rearrangements, replacements, transfers, or other changes are necessary to National Grid's facilities to accommodate the Applicant’s attachment request. Additionally, during the pre-construction survey it will be determined whether any rearrangements, replacements, transfers, or other changes are necessary in the facilities of the joint owner or other existing third parties with attachment rights. The make-ready work list developed during each day of the pre-construction survey shall identify the names of the participants and the date of the survey. The make-ready work of all parties is to be documented on the “Application Attachment Sheet” in Attachment 1 for submittal to National Grid (see item 4.S below).
- C. *Survey Criteria* - In accordance with the Pole Attachment Agreement, and applicable Operating Procedures, the Applicant’s Transmission Design Contractor shall make every reasonable effort to schedule and include all joint pole owners and existing attachers on

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the pre-construction survey ride-out. Arrangements for scheduling the pre-construction survey, transportation, and other necessities (regardless of the party assigned to perform the pre-construction survey) shall be the responsibility of the Applicant or Applicant's Transmission Design Contractor.

- i. The pre-construction survey shall include, but not be limited to ensuring that proper ground clearances, vertical clearances, and horizontal clearances of conductors, equipment, and appurtenances meet or exceed those requirements contained in the National Electric Safety Code (latest edition) or the Niagara Mohawk Power Corporation Overhead Constructions Standards Book. If the case of conflicting requirements between these documents, the Niagara Mohawk Power Corporation Overhead Constructions Standards Book shall take precedence. Refer to Niagara Mohawk Power Corporation Overhead Constructions Standards Book - Section 7 Clearances, and Niagara Mohawk Power Corporation Overhead Constructions Standards Book – Section 17, Joint Use. Minimum clearance space requirements shall be maintained for Electric Space, Neutral or Safety Space, and Telecommunications Space. For instances encountered in the field that are not addressed in the Niagara Mohawk Power Corporation Overhead Constructions Standards Book or other questions, contact the National Grid Transmission Engineering and Design office for clarification and direction.
 - ii. *Disputed Make-Ready Work* – With the exception of make-ready work arising out of a pole loading analysis, required make-ready work is to be identified at the time of the pre-construction survey, including the cost assignment (e.g., which Party or Parties are responsible for the make-ready cost). Applicant questions and disputes regarding the required make-ready work scope and the assignment of cost shall be made in writing at time of pre-construction survey.
 - iii. Only Electrically Qualified Contractor Personnel (per National Grid qualification requirements) shall be allowed to use a satisfactorily dielectric tested measuring stick (“sticking”) for measuring (with proper gloving) any line clearances above the Telecommunications Space on any pole. Sticking shall only be performed on secondary or neutral conductors (750 volts or less). Laser or surveying instrument measuring devices may be used in lieu of sticking to determine clearance distances.
- D. *Boxing of Poles* - Boxing is not the preferred method of attachment, and its use shall be determined on a case-by-case basis. Boxing will be permitted in those situations where (i) the cost for a conventional attachment is exorbitant, and (ii) worker safety is not compromised (by boxing), and (iii) the joint pole owner authorizes boxing, and (iv) existing attaches facilities are not adversely impacted, and (v) the National Grid facilities can be accessed by a bucket truck.
- i. The initial determination for boxing may be made during the pre-construction survey, but such determination shall be subject to verification and approval by

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National Grid Transmission Engineering and Design during the preparation of the make-ready work estimate. All inquiries are to be addressed to National Grid TAG. In the event National Grid Transmission Engineering and Design rejects an Applicant request for boxing, National Grid Transmission Engineering and Design will provide written notice setting forth the reasons for such determination. Authorized boxing shall be expressly recorded on the license (unless otherwise recorded on the license, Licenses cable(s) shall be affixed by a direct thru-bolt attachment to the roadside face of the pole).

- E. *Permanent Extension Arms* - A permanent extension arm is not the preferred method of attachment, and its use shall be determined on a case-by-case basis. An extension arm will be permitted in those situations where (i) the cost for a conventional attachment is exorbitant, and (ii) worker safety is not compromised (by the arm), and (iii) the joint pole owner authorizes use of the arm, and (iv) existing attaches facilities are not adversely impacted, and (v) the National Grid facilities can be accessed by a bucket truck.
- i. The initial determination for use of an extension arm may be made during the pre-construction survey, but such determination shall be subject to verification and approval by National Grid and inquiries are to be addressed to National Grid TAG during the preparation of the make-ready work estimate. In the event National Grid Transmission Engineering and Design rejects an Applicant request for use of the extension arm, written notice setting forth the reasons for such determination will be provided. Authorized permanent extension arms shall be expressly recorded on the license (unless otherwise recorded on the license, Licenses cable(s) shall be affixed by a direct thru-bolt attachment to the face of the pole).
- F. *Temporary Attachment Including Use of Temporary Extension Arms* - Temporary attachments may be permitted provided such temporary attachments meet all applicable attachment standards and such attachments utilize equipment that was manufactured for the intended use. Applicant request for temporary attachment will be considered when National Grid or National Grid's contractor will not or have not completed licensing obligations (e.g. complete the make-ready work) within the established times, or in the event other impediments beyond Applicant control prevent access to the pole(s). Applicant shall provide not less than ten (10) days prior written notice to National Grid TAG, the joint pole owner and other existing attaches if Applicant intends to make a temporary attachment. Such notice must be addressed to National Grid TAG and specify the reason for the temporary attachments, the alleged performance failure on the part of National Grid and/or the joint pole owner, the location and manner where such temporary attachment will be made, and the date such attachment will be made. Should National Grid notify the Applicant within three (3) business days of receipt of Applicant's notice of temporary attachment, that National Grid believes that such temporary attachment is not authorized, or other reason why such temporary attachment cannot be made, the Applicant shall refrain from making such proposed temporary attachments and the Parties shall meet to resolve the situation.
- i. In addition to all other costs for the processing the Applicant's application for a permanent attachment, the Applicant shall be required to pay for a pre-construction survey and/or make-ready work necessary for a temporary

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attachment. The pre-construction survey and make-ready work necessitated by Applicant's request to make temporary attachments shall be completed within a reasonable time agreed to by the Parties.

- ii. Temporary attachments shall be replaced with permanent attachments, at Applicant's expense, within thirty (30) days after receipt of notification from National Grid and the joint pole owner that the make-ready work for the permanent attachment is completed.
- iii. A temporary extension arm may be utilized to make temporary attachment provided such extension arm is installed with applicable attachment standards and such extension was manufactured for the use. A temporary extension arm may not be replaced with a permanent extension arm or become a permanent attachment unless such permanent extension arm is in compliance with the "permanent extension arm" provisions of this operating procedure and has been authorized by National Grid Transmission Engineering and Design and all other joint pole owners (as applicable).

- G. *Licensee's Cable Attachment* - Unless otherwise directed by National Grid at time of the pre-construction survey and recorded on the license, Licensee's cable(s) shall be affixed by a direct thru-bolt attachment to the roadside face of the pole, twelve inches (12") above the highest existing communication cable.
- H. *Licensee's Service Drops* - Licensee's service drop attachments to drop poles shall be licensed and installed and maintained in full compliance with these requirements and the stated Standards and Specifications.
- I. *Separation From Electric Facilities* - At the point of pole attachment, Licensee Facilities shall at all times maintain forty inches (40") vertical separation from National Grid electric distribution (underbuilt) cables and ungrounded electric facilities or the required vertical separation distance from the nearest affected transmission / sub-transmission conductor. Licensee Facilities may have less than forty inches (40") vertical separation from National Grid grounded electric facilities (e.g. streetlights, transformer casings, etc.). Minimum vertical separation is detailed National Grid Overhead Standards. All attachments shall comply with the required and applicable transmission /sub-transmission/distribution clearances requirements at the pole and mid-span locations.
- J. *Licensee Appurtenances and Accessory Equipment* - The location of Licensee appurtenances and accessory equipment shall be licensed and is subject to National Grid Transmission Engineering and Design prior review and approval. Appurtenances and accessory equipment shall be located in "unusable space" of the pole. All inquiries or submittals are to be addressed to National Grid TAG.
- K. *Bonding* - Multi-grounded primary neutral distribution (underbuilt) systems (WYE Systems) typically require bonding between the National Grid common neutral and the communication company bonding system(s). On certain distribution lines (e.g., Delta Systems), it may be undesirable to interconnect individual company ground systems.

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Prior to bonding, bonding shall be discussed with the National Grid Transmission Engineering and Design and Distribution Design departments (see Attachment 7).

- i. Unless otherwise directed by National Grid, the Licensee shall bond its messenger (support strand) to each existing vertical down-ground (WYE system) along the route. If two (2) down-grounds are present on a pole, the Licensee shall bond to the down-ground from the secondary neutral. The Licensee's messenger (support strand) if located within 20" of a streetlight bracket, shall be bonded to the streetlight bracket. This bond shall be installed by a qualified electrical worker using rubber (dielectric) gloves. Further, the Licensee's messenger (support strand) shall also be interconnected to the existing messengers of other existing communication companies (at intervals defined in Telcordia).
- L. *Pole Anchors* - Each party shall provide adequate guying and anchoring to support the attachment of its facilities. Licensee down guys shall have a guy marker (visible yellow protection/markings) installed.
- M. *Riser Poles* - The pole and location of Licensee riser cable(s) on the pole is subject to National Grid Transmission Engineering and Design (or designee) prior review and approval. All inquiries or submittals are to be addressed to National Grid TAG.
- N. *Power Supplies* - The Licensee shall apply for Power Supplies through the normal National Grid utility Electric Service Request process by contacting the National Grid Customer Service department.
- O. *Overlashing* - Licensee (*party licensed to attach to the pole*) shall provide written notification to National Grid TAG and all pole owners not later than thirty (30) business days prior to commencement of proposed overlashing work on Licensee's facilities. Included with the Licensee notice shall be Licensee's written representation that the Licensee has conducted a pre-construction survey and pole loading analysis. Overlashing may not commence until Licensee has provided such notice including the representations and National Grid Transmission Engineering and Design has been provided a reasonable time period to review the submittal. OVERLASHING OF TRANSMISSION AND SUB-TRANSMISSION POLES REQUIRES APPROVAL FROM NATIONAL GRID TRANSMISSION ENGINEERING AND DESIGN. Refer to Attachment 3.
- P. *Service Drops* - Although Licensee service drop attachments are "attachments" and require licensing and will be assessed the standard attachments fee, the Licensee may attach a service drop to "drop poles" without prior notice to National Grid, subject to the conditions and reporting requirements defined below. Drop poles shall be submitted as Distribution Pole Attachments.
- i. A drop pole is defined as (i) a pole supporting National Grid service cable serving a single building or structure between the public way and such single building, and (ii) only secondary voltage service wire (less than 750V) is

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supported on the pole, i.e., no primary voltage/conductor(s) are present on the pole(s).

- ii. Licensee remains obligated to install and maintain such service cable attachments in full compliance with the stated Standards and Specifications. If Licensee attaches a service drop to a drop pole without first obtaining a license, then Licensee, within ten (10) business days after an attachment is made, shall provide National Grid TAG with written notice of the attachment(s), and within fifteen (15) business days after such attachment is made, submit an application for a license identifying each pole (follow the standard pole attachment application process).
 - iii. National Grid may elect to conduct a post-construction inspection of the Licensee service drops made without prior National Grid review. In such event, National Grid shall follow the post-construction notification requirements and collect the applicable post-construction inspection fee including the cost to record such attachments. Licensee is obligated to pay for a post-construction inspection and recordkeeping including a subsequent inspect fee (if required) however, National Grid will not charge a pre-construction survey fee for such attachments.
- Q. *Licensee Attachment to Anchors* - The Licensees' Application shall identify existing pole anchors to which the Licensee will make attachment. To the extent the existing anchors have available holding capacity; the Licensee shall install a guy wire to each existing anchor. No attachment fee is charged for anchor attachments. In the event existing anchors do not have additional holding capacity, and the proposed Licensee attachments requires pole guying, the Licensee shall obtain all necessary property rights and permission required to install the additional anchor(s) and guy wire. Licensee installed anchors shall be available for use at no charge to other pole occupants.
- R. *Tagging of Licensee Facilities* - The Licensee shall label their facilities and maintain such labels, at intervals not exceeding 1,500 ft. and at all intersections. Identification shall include, as a minimum, the name of the Licensee, and at intersections, the Licensee label shall contain in addition to their company name, an emergency contact number and shall be visible with the unaided eye at ground level.
- S. *Pre-construction Survey Results* - The Applicant's Transmission Design Contractor shall submit the fully documented pre-construction survey, associated design, and pole loading analysis results to National Grid TAG (for Transmission Engineering and Design review and acceptance) on National Grid's Application Attachment Sheet, and the pole loading analysis results (a digital copy of each required) within 14 days from the completion of the pre-construction survey. National Grid TAG will then submit a cost proposal for National Grid's review of the pole loading analysis. The Applicant shall provide to National Grid TAG (for transmittal to National Grid Transmission Engineering and Design) within 5 business days after Applicant has received the National Grid pole loading analysis review results, a complete make-ready work scope

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- listing on the National Grid Application Attachment Sheet. All fields on the form shall be completed and accurate to ensure proper recording of the information. Questions pertaining to this form should be addressed to National Grid TAG.
- T. *Change in Make-Ready Work Scope* - The party assigned to perform Make-Ready construction work shall provide Applicant written notice within seven (7) days of discovery, of changes in required make-ready work.
- U. *Make-Ready Work Assignment and Estimating* - The assignment of the Make-Ready work will be determined by National Grid. Once the Applicant's Design Contractor has completely identified the make-ready work scope as a result of the pre-construction survey and approved pole loading analysis, a copy of this work scope and all associated design work shall be issued (within three business days from completion of work scope development) to National Grid TAG (for transmittal to National Grid Transmission Engineering and Design) for review and acceptance. Upon Acceptance, the design work will be presented to the National Grid ARC Scheduler for assignment of the make-ready work. Depending upon the make-ready work assignment, the responsibility for estimating the Make-ready work can result in either of following assignments: a.) To the Applicant's Design Contractor (or Applicant) 1.) *if the Make-Ready work is assigned to the Applicant to hire an Approved Transmission Overhead Line Contractor; or 2.) if the Make-Ready work is assigned National Grid OH T&D Crews. Niagara Mohawk's current Make-ready service rates shall be used.* b.) To National Grid when the Make-ready work is assigned to National Grid's OH Line Contractor. In this case, National Grid TAG will prepare and complete the Make-ready estimate within 14 days from the date that the Make-Ready work scope information is received from the party assigned to perform the pre-construction survey, pole loading analysis, and design work.
- V. *Make-Ready Costs* - The cost of all Make-Ready work associated with the Application is the responsibility of the Applicant, unless otherwise determined and agreed to by all other affected parties as a result of the pre-construction survey and/or pole loading analysis.
- i. When the Applicant's Transmission Design Contractor is to perform the pre-construction survey, it shall review and finalize the Make-Ready work scope and include all Make-Ready work requirements resulting from both the pre-construction survey and the pole loading analysis (required). To reference pole loading analysis requirements, go to Section 5.

5. POLE LOADING ANALYSIS

- A. A pole loading analysis is required to be performed for each transmission / sub-transmission pole contained within the application. When pole loading analysis is assigned to the Applicant's Transmission Design Contractor or to a National Grid Transmission Design Contractor, it shall perform all required pole loading analysis (per the *National Grid Third Party Pole Loading Criteria* document- (see Attachment 4) within 14 days from the completion date of the pre-construction survey. At that time (within 3

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business days), the assigned Transmission Design Contractor or Engineer is to provide the pole loading analysis report and calculations to National Grid TAG for review and concurrence by National Grid Transmission Engineering and Design. National Grid TAG will then provide a cost proposal and review time duration to the Applicant for its required review of the pole loading analysis within 5 business days from receipt of the pole loading analysis report and calculations from the Applicant's Design Contractor. Applicant pre-payment of the National Grid pole loading review cost is required prior to National Grid commencing the pole loading analysis review.

- i. If the Applicant is assigned to perform the pole loading analysis, it will be required to use the Applicant's Transmission Design Contractor or its own Engineer to perform the pole loading analysis. The Applicant shall notify the National Grid TAG of the Engineer performing the analysis and its associated contact information (telephone number, address, fax number, email address).
- ii. Any comments/issues raised during the National Grid review process will be issued to the Applicant by National Grid Transmission Engineering and Design for correction by the Applicant's Transmission Design Contractor or Engineer (within 3 business days from completion of review). Upon National Grid review concurrence of the pole loading analysis and all associated revisions or corrections, the overall final make-ready disposition(s) and associated design work are to be issued by the Applicant to National Grid TAG for submittal to the National Grid Operations ARC Scheduler (within business three days from Make-Ready work scope finalization by the Applicant) for assignment of the Make-Ready work to either: a.) The Applicant (to hire an National Grid Acceptable Electrical Overhead Contractor, or; b.) National Grid OH T&D Crews (for Applicant's Transmission Design Contractor to develop the Make-Ready cost estimate proposal, including make-ready work identified from the pre-construction survey and pole loading analysis. National Grid TAG to then invoice Applicant), or c.) National Grid's Electric Overhead Contractor (for National Grid TAG to issue estimate and invoice). Make-Ready work cost estimates performed by National Grid Transmission Engineering and Design are to be completed and issued to the Applicant in 14 days from the date that National Grid receives the final Make-Ready work scope from the Applicant.
- iii. National Grid shall have the right to review and retain all Make-Ready work resulting from the Applicant's Transmission Design Contractor's Pre-construction survey and/or Pole Loading Analysis for assignment of such Make-Ready work. Should National Grid fail to designate to the Applicant who will perform the Make-Ready work within 5 business days from the date of receipt of all Make-ready work scope and design work documents from the assigned party responsible for the design work, the Make-Ready work by default will be performed by the Applicant's National Grid Accepted Electric Overhead Contractor. In such instance, the Applicant shall notify National Grid TAG and the local National Grid Operations ARC Scheduler's office via a fax memorandum or email of the Applicant's Electric Overhead Contractor selected to perform the Make-Ready work and the associated Make-Ready work schedule.

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6. MAKE-READY INSTRUCTIONS

- A. *Applicant Assigned Make-Ready Work* - For Make-Ready work assigned to Applicant's National Grid Accepted Electric Overhead Contractor, it shall be the Applicant's responsibility to procure, direct, distribute, and manage all internal estimates, work scope information, work packages, materials, and direction required to perform the assigned Make-Ready work under the Application. Any design work required for the performance of the Make-Ready work shall be provided by the assigned party responsible for the design work, at the expense of the Applicant.
- i. National Grid will assign a Field Construction Coordinator (FCC) to oversee the Applicant's National Grid Accepted Electric Overhead Contractor. National Grid TAG will issue an invoice for the FCC services provided to the Applicant at the time the Make-ready work assignment is made by National Grid. This invoice will be based on the currently effective National Grid FCC rates. The Applicant shall pay for the FCC services prior to the commencement of the Make-ready work by the Applicant's contractor.
- B. *National Grid Design Work* – When design work is assigned to National Grid, the National Grid Transmission Engineering and Design shall be responsible for performing all related pre-construction survey, pole loading analysis, and Make-Ready design work, unless otherwise assigned by National Grid Transmission Engineering and Design. When the associated Make-Ready design work is completed, National Grid Transmission Engineering and Design (or its designee) will issue the design to the party assigned to perform the Make-Ready work within 3 business days from the date of assignment of such design work by National Grid. NOTE: When Make-Ready designs are performed by others, National Grid Transmission Engineering and Design shall review all designs performed by others and all costs of such reviews shall be the responsibility of the Applicant. National Grid TAG will invoice the Applicant for such reviews. The Applicant payment will be required, prior to the start of such reviews.
- C. *National Grid Make-Ready Estimating Work* – Make-Ready work estimates will not be required of the Applicant by National Grid when the Applicant's National Grid Acceptable Electrical Overhead Contractor is assigned to perform the Make-Ready work. When National Grid Operations (or its designee) is responsible for performing the Make-Ready work, the Applicant's Transmission Design Contractor's or National Grid Transmission Engineering and Design (or designee) shall perform the associated Make-Ready work estimates in accordance with National Grid procedures. These estimates are to be issued within 14 days from the completion of the pre-construction survey, pole loading analysis, and design work, or within 14 days from the date that National Grid receives the final make-ready work scope, pole loading analysis, and design work from the Applicant's Transmission Design Contractor.
- D. *National Grid Make-Ready Work* - National Grid Make-Ready work to be performed by its internal workforce is to be based upon National Grid's currently effective labor and material costs. Such rates will not to be revised more than once per every 12 months. Make-Ready work estimates, unless otherwise noted, shall be binding for the scope of

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work described for sixty (60) days from the date such estimate is received by the Applicant.

- i. Changes to the Applicant's application e.g., a route change or additional scope may result in a change in the make-ready work estimate. National Grid will identify and submit to the Applicant, the additional cost for such change in scope prior to commencing work covered by such change. PAYMENT OF THE MAKE-READY COST ESTIMATE, INCLUDING ANY CHANGE IN SCOPE ADDITIONAL COST, MUST BE PRE-PAID BY APPLICANT. NATIONAL GRID WILL NOT SCHEDULE OR RELEASE WORK TO NATIONAL GRID FIELD CREWS WITHOUT ADVANCE PAYMENT.
- ii. If the Make-ready work is assigned to a National Grid contractor, National Grid will notify the Applicant via an assignment letter. In the event a make-ready cost estimate was been previously submitted for the scope of work (utilizing National Grid internal make-ready rates), any change in the make-ready work estimate resulting from such change in assignment of the Make-ready work (see "Overtime" and "Contracted Work" below) will be addressed in writing to the Applicant by National Grid TAG. In the event no make-ready cost estimate has been submitted, National Grid will obtain and provide to the Applicant, the contractor's cost estimate for the make-ready work identified and all associated overtime costs, material costs, support costs, administrative fees, and management/inspection fees. A National Grid FCC will be assigned to oversee such work and the Applicant will be invoiced for prepayment of such services.

E. *Change in Make-Ready Cost Estimate* - The National Grid make-ready cost estimates for work performed by National Grid personnel or National Grid contractors shall be binding for (60) days for the scope of work described and when National Grid performs the required work. Additional make-ready costs may be identified and recovered from the Applicant:

- i. That result from a change in work scope, e.g., poles not surveyed or not included in the make-ready cost estimate submitted.
- ii. When make-ready costs are conspicuously identified on the make-ready cost estimate as subject to change, e.g., "Pole replacement requires a customer outage. Cost is based on straight time. Additional money will be owed National Grid if the customer requires the work be performed outside the normal workweek"
- iii. When National Grid contracts the required make-ready work and the contractor's costs exceed the National Grid estimate, provided, National Grid notifies the Applicant of the decision to contract and complied with the "Contracted Work" provision below.
- iv. If pre-payment is not received within (60) days from Applicant.

F. *National Grid Inspection/Oversight of Electrical Overhead Contractor Work* - National Grid may authorize the Applicant to perform the required electric Make-Ready work (required to support the Applicant's application) by utilizing a National Grid Acceptable Electrical

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- Overhead Contractor. Electric Make-Ready work performed by the Applicant's National Grid Acceptable Electrical Overhead Contractor is subject to on-going inspection/oversight by National Grid (item M below).
- i. National Grid will assign a Field Construction Coordinator (FCC) to oversee the Applicant's National Grid Accepted Electric Overhead Contractor. National Grid TAG will issue an invoice for the FCC services provided to the Applicant at the time the Make-ready work assignment is made by National Grid. This invoice will be based on the currently effective National Grid FCC rates. The Applicant shall pay for the FCC services prior to the commencement of the Make-ready work by the Applicant's contractor.
 - ii. When Make-ready work is assigned to a National Grid contractor, National Grid will assign a Field Construction Coordinator (FCC) to oversee the National Grid Electric Overhead Contractor. National Grid TAG will issue an invoice for the FCC services provided to the Applicant at the time the Make-ready work assignment is made by National Grid. This invoice will be based on the currently effective National Grid FCC rates. The Applicant shall pay for the FCC services prior to the commencement of the Make-ready work by National Grid's contractor.
- G. *Post Construction Inspection* – The National Grid pre-construction survey fee does not include the cost of post-construction inspection, and unless expressly contained (e.g., a specific line) within the make-ready cost estimate, is not included in the make-ready cost. In the event National Grid elects to perform a post-construction inspection of Licensee facilities, National Grid will invoice Licensee for such inspection at the time National Grid provides Licensee notice of the post-construction inspection. Licensee shall pay such invoice within five (5) business days of receipt of the same. See Section 9.
- H. *Overlapping Inspection* - National Grid may elect to conduct a post installation inspection of Licensee overlapping or Licensee authorized third party overlapping at Licensee cost. This overlapping inspection is distinguished from the standard post-construction inspection as this inspection requires a more detailed review, e.g., to confirm all required make-ready work was identified by the Licensee (given National Grid does not conduct a pre-construction survey in the overlapping process). Refer to Attachment 3.
- I. *Periodic Inspections* - The cost of a periodic inspection of Licensee facilities for code and specification compliance will be identified and billed to the Licensee prior to commencement of the inspection by National Grid. The cost of the periodic inspection performed by National Grid personnel shall be per the National Grid service rate schedule. Use of an National Grid contractor to perform periodic inspections shall conform to the section on “contracted work”.
- J. *Subsequent Inspections* - The actual cost of a subsequent inspection will be billed to the Licensee upon completion of the inspection by National Grid.
- K. *National Grid Overtime Costs including Overtime Costs resulting from use of Contractors* - If National Grid employees must work overtime, including overtime costs that involve outage work, and/or are necessitated by the use of outside contractors to fulfill Licensee deadlines (timetables), National Grid shall provide prior notice to Licensee of such

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overtime requirement and the National Grid overtime cost, and if Licensee approves of such overtime, Licensee shall pay such overtime costs incurred by National Grid. If Licensee rejects National Grid notice and plan to incur overtime costs to comply with Licensee's schedule or the timetables established herein, Licensee and National Grid shall mutually agree on a work schedule not requiring the use of contractors and/or overtime. The Parties failure to mutually agree upon a revised timetable or the use of overtime shall relieve National Grid of schedule performance established herein. If Licensee does not reject overtime within three (3) business days after receipt of the notice from National Grid, then such overtime shall be deemed approved.

L. *National Grid Contracted Work* - If event National Grid employs a contractor to perform requirements defined within the Agreement (e.g., surveys, engineering services, inspections, make-ready work, pole loading analysis, etc.), Licensee shall pay to National Grid an amount equal to:

- The actual contractor's invoiced cost plus a ten percent (10%) Administrative Fee, and
- National Grid fully loaded cost for materials and supplies provided (if any), and
- National Grid project management and contractor oversight costs, and
- National Grid services or costs performed or incurred in support of contracted activities (e.g. rubbish removal, office trailers, etc.), and
- National Grid overtime costs that are necessitated by outages, extended work, and/or the use of outside contractors to fulfill Applicant's deadlines (timetables), and
- All other itemized actual National Grid cost incurred in the performance of work.

Prior to National Grid incurring contracted costs in support of the Licensee's application, National Grid will:

- Provide Licensee advance notice of National Grid's intention to contract require work.
- Obtain from the contractor and provide to the Licensee, the contractor's cost and contractor's work schedule for the required work
- Identify any changes to National Grid cost estimates previously submitted to the Licensee.
- Secure pre-payment or written acceptance from the Licensee to proceed.
 - i. If the contractor must work overtime to fulfill Applicant's deadlines or the timetables contained herein, National Grid shall provide prior notice to Licensee of such overtime requirement, and if Licensee approves of such overtime, Licensee shall pay such contractor overtime costs incurred by National Grid. If Licensee rejects National Grid notice of contractor overtime costs to comply with Licensee's schedule or the timetables established herein, Licensee and National Grid shall mutually agree on a work schedule not requiring the use of contractor overtime. The Parties failure to mutually agree upon a revised timetable or the use of contractor overtime shall relieve National Grid of schedule performance established

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herein. If Licensee does not reject overtime within three (3) business days after receipt of the notice from National Grid, then such overtime shall be deemed approved.

- ii. To the extent National Grid has received Licensee payment for reimbursable services and subsequently assigns the work to a National Grid contractor, National Grid will either refund any overpayment collected or invoice for the additional cost for the contracted service.

- M. *National Grid Contractor Oversight* - National Grid contracted activities will include National Grid management and oversight of such contracted activity. In addition to the contractor cost, the associated National Grid management and oversight cost is billable to the Licensee.
- N. *Taxes* - If the presence of the Licensee's facilities on National Grid's poles or anchors causes National Grid to pay any new or additional federal, state or local tax, fee, surcharge or other tax-like charge which National Grid would not otherwise pay, Licensee shall reimburse National Grid to the full extent of such cost within thirty (30) days of receiving an invoice from National Grid.
- O. *Gross Receipts* – Gross Receipts Tax does not apply to pole attachment services.
- P. *Sales and Use Taxes* - Sales and use tax shall not be applied to engineering and inspection services (e.g., pre-construction survey, pole loading analysis, inspections). Additionally, sales and use tax shall not be applied to capital related make-ready work services (e.g., pole replacement labor). Sales and use tax shall be applied to all expense related make-ready work and all materials, material services, and supplies used (materials, material services, and supplies required for both capital and expense related work). National Grid collection of Sales Tax may be avoided if the Applicant provides a Tax-Exempt or Direct Pay Permit. Questions on taxes are to be directed to National Grid's Tax department at (508) 389-2036.
- Q. *Disputed Costs* - Upon written request from Applicant, National Grid will provide documentation to support specific unit pricing, cost calculations and work estimates. National Grid estimates utilizing unit cost rates are not subject to negotiation. In the event Applicant questions or disputes an estimate, or a portion thereof, the Parties will meet as soon as practicable to make a good faith effort to resolve such questions or disputes. National Grid will not commence or continue any work until Applicant pays the full amount that is not in dispute, plus fifty percent (50%) of the disputed amount.
- R. *Billing Address* – Unless otherwise agreed, invoices will be sent by National Grid to the record address provided within the Applicant's pole attachment Application (Attachment 1).
- S. *Late Payment Fees* - National Grid shall receive full payment within thirty (30) days of issuance of an invoice. Late fees of 1 1/2 percent per month will be imposed on all outstanding balances in excess of thirty (30) days from date of National Grid's invoice.

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**7. APPLICANT'S NATIONAL GRID ACCEPTED ELECTRIC OVERHEAD
CONTRACTOR**

- A. *Work Determination and Use of Contractors* – The National Grid Operations ARC Scheduler will determine within 5 business days of receipt of the final Make-Ready work scope and all associated design work the assignment of the Make-Ready construction work. Such work may be assigned to either: a.) National Grid's internal Overhead Operations department; b.) National Grid's Contractor; or c.) Applicant's National Grid Accepted Electric Overhead Contractor (Applicant's Electric Overhead Contractor). When Make-Ready work is assigned to the Applicant's Electric Overhead Contractor, the Applicant shall notify National Grid TAG in writing of the Applicant's Electric Overhead Contractor that it has selected to perform the Make-Ready work (including name, mailing address, telephone, cell phone, and facsimile contact numbers) with its associated Make-Ready work schedule at least five days prior to the commencement of the Make-Ready work.
- B. *If No Make-Ready Work is Required* - If no make-ready work is required as a result of the pre-construction survey and pole loading analysis, then the completed Application - Wired Attachment Sheet(s) for Transmission Poles (Exhibit #5) form is to be sent by the party performing the Design Work to National Grid TAG for issuance of the National Grid 'Notice of Make-Ready Completion'. A final signed copy of the Exhibit #5 Sheet(s) [License(s)] shall be provided to the Licensee by National Grid TAG
- C. *National Grid Acceptable Transmission Electrical Contractors*: Transmission Electrical Contractors currently used or acceptable to National Grid for Make-Ready work are listed on Attachment 6.
- D. *Qualification of Contractors* - In the event the Applicant proposes to use a contractor and such contractor is not on National Grid's list of currently used or acceptable design contractors, the Licensee shall contact National Grid (TAG) for instructions on the required qualification information to be submitted for National Grid review. Prior to submittal, the Applicant shall have conducted their own evaluation of the proposed contractor and at time of submittal, the Applicant shall make written representation to National Grid that they have performed such an evaluation and that the Applicant finds the contractor acceptable for the proposed work assignment.
- E. *Applicant's Electric Overhead Contractor Responsibility* - When the Make-Ready work is assigned to the Applicant's Electric Overhead Contractor, it shall be the Applicant's complete and direct responsibility to procure, schedule, direct, manage, compensate, and discharge such contractor. The Applicant's Electric Overhead Contractor is directly responsible to the Applicant for the Application and the arrangement of all payment, scheduling, and performance of the assigned Make-Ready work and other related and incidental work associated with the Application. The Applicant's Electric Overhead Contractor receives the Make-ready work scope and design work from the Applicant, or the party assigned to perform the design work.

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- i. The Applicant's Electric Overhead Contractor shall be responsible for providing all costs, schedules, and Make-Ready work performance directly with the Applicant. The Applicant or the Applicant's Electric Overhead Contractor shall provide National Grid TAG with a copy of its Make-Ready work schedule and work sequence at least 5 days prior to the start of work in the field. Subsequent schedule updates shall be issued to National Grid TAG within 3 business days of such change.
 - ii. Make-Ready work performed by the Applicant's Electric Overhead Contractor shall be in compliance with all applicable National Grid Safety requirements, OSHA regulations, NESC, National Grid OH Electric Transmission Standards, National Grid Construction Standards (for underbuilt), National Grid's Pole Loading Criteria document, and all other applicable laws, rules, and edicts. Failure of the Applicant or Applicant's Electric Overhead Contractor to perform its assigned Make-Ready work in compliance with the above shall be the complete and full responsibility of the Applicant to correct at the Applicant's expense, within thirty (30) days from the day that such non-compliance is found by or identified to the Applicant by another party.
 - iii. The Applicant shall notify National Grid TAG in writing of its Make-Ready work completion date within 3 business days following the completion of its Make-Ready work. National Grid TAG will then issue a National Grid 'Notice of Make-Ready Completion'. Such notice shall in itself not release the poles for Applicant attachment until the required make-ready work by all existing attachers is completed. The Applicant shall obtain confirmation from any joint pole owner (if applicable) and other existing attachees (if any) that their required make-ready work has been completed. Upon notice from the all pole owner(s) and existing attachees that its required work is complete, Applicant may proceed with installation of the proposed Applicant facilities
 - iv. The Applicant (when assigned to perform the make-ready work) will be responsible for signing and dating the Application - Wired Attachment Sheet(s) for Transmission Poles (Exhibit #5). The Applicant is to inform the FCC of the date upon which the assigned electric Make-Ready work has been completed. The Applicant shall then forward the signed and completed Exhibit #5 Sheet(s) to the FCC. The FCC shall sign-off on the Exhibit #5 Sheet(s) and document the "Effective Date of License" that the electric Make-Ready work was completed. The completed Schedule of Licensee Attachment Sheet is to then be sent to National Grid TAG. A final signed copy of the Exhibit #5 Sheet(s) [License(s)] shall be provided to the Licensee by National Grid TAG
- F. *National Grid Pole License* - National Grid will issue to the Licensee a Pole License with an attached detailed listing of poles licensed (Attachment 1, Exhibit 5). The License represents National Grid's authorization of the Licensees' attachment(s).
- G. *Tree Trimming* - Tree trimming made necessary by reason of the Licensee's proposed attachments (e.g., tree trimming required to place a taller pole) will be identified as make-

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- ready work and performed by the party assigned to perform the Make-Ready work, provided the owner(s) of such trees grant permission to National Grid and/or joint pole owners, at the sole expense of the Licensee. Tree trimming that may be required for Licensee's cable including service drops shall be performed by the Licensee at its expense.
- H. *Inspection of Applicant's Electric Overhead Contractor Work* – Work performed on National Grid Electric Facilities (e.g., rearranges electric facilities or performs other electric system related make-ready work) by the Applicant or the Applicant's Electric Overhead Contractor, National Grid will assign a National Grid Field Construction Coordinator (FCC) to conduct on-going inspection of Applicant / Applicant's Electric Overhead Contractor work activities to assure the work conforms to and is conducted in accordance with National Grid standards, policies and work practices. National Grid inspection of Applicant or Applicant's Electric Overhead Contractor work on National Grid electric facilities is billable to the Applicant and is to be paid prior to the start of any Make-ready work.
- i. Licensee work on Licensee facilities in and of itself is not subject to on-going National Grid inspection, however, National Grid may conduct a post construction inspection and if so, such post construction inspection is billable to the Licensee.
 - ii. Notwithstanding the above, National Grid inspection of Licensee's facilities or of Licensee work shall in no way diminish Licensee's obligation under the Agreement. The Licensee shall at all times remain solely responsible for Licensee's compliance with standards and work performance.
- I. *Applicant/Licensee Work Activities - Stop Work and Removal of Licensee Employees*: National Grid may stop Applicant/Licensee work on National Grid facilities if, in National Grid's opinion, Applicant/Licensee activities involve a safety violation which could affect employees or contractors, persons working on or in close proximity to the poles, the general public, or cause property damage. National Grid shall not be liable for any delays or other costs relating to any such work stoppage. In the event of a stop work directive is issued by National Grid, Applicant/Licensee may not resume work until Applicant/Licensee notifies National Grid, in writing, that the violation(s) has been corrected, and National Grid authorizes the Applicant/Licensee in writing, that Applicant/Licensee or its contractor may resume work.
- J. *Fitness for Duty*: Applicant/Licensee's employees, agents and contractors shall be fit for duty at all times during their performance of any work activities pursuant to the Agreement, and shall not be under the influence of alcohol or drugs. Applicant/Licensee's employees, agents and contractors shall not bring, use, distribute, sell or possess alcoholic beverages or illegal drugs during the performance of any activities on National Grid property. Applicant/Licensee shall not assign any individual who is in violation of this policy to perform any activities pursuant to the Agreement, and if Applicant/Licensee discovers any individual is in violation of these requirements, it shall immediately remove any such person from National Grid property. Firearms of

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- any kind are forbidden on National Grid property or facilities by the Applicant/Licensee's employees, agents and contractors. Violation of these requirements by Applicant/Licensee employees, agents or contractors shall result in denial of access of that individual(s) to National Grid property, facilities and equipment and, in the case of possession, use or sale of illegal drugs, or firearms shall be reported to National Grid's Security Department.
- K. *Removal by National Grid* - National Grid, at its sole discretion, shall have the right to remove any Applicant/Licensee employee, agent, or contractor for cause and with notification provided to Applicant/Licensee upon such removal.
- L. *Protection of and Reporting Damaged Facilities* - The parties shall avoid damage to each other's facilities or those of a joint owner or other licensee. Each party shall make an immediate report to the other of the occurrence of any damage, and the party causing such damage shall reimburse the appropriate owner of facilities for any costs and expenses incurred by such owner in making repairs, unless the Licensee facilities damaged were unauthorized attachments or failed to comply with the standards or other requirements of the Pole Attachment Agreement. Notice to National Grid shall be sent to the designated National Grid contact person or National Grid TAG.
- M. *Governmental Authority (Franchise Areas)*: Applicant/Licensee requests and attachments to National Grid's poles shall be limited to municipalities in which the Licensee has received the required authorizations from the governmental authority(s) having jurisdiction and secured proper easements, as required. This also includes the submittal of a New York State Certificate of Public Convenience and Necessity. Applicant/Licensee shall provide National Grid copies of municipal and other regulatory authorizations consenting to the placement and operation of Licensee facilities upon National Grid request.
- N. *Confidentiality*: Both National Grid and the Applicant/Licensee have mutual obligation to protect confidential information.

Essentially, the parties essentially agree that:

"Confidential information" includes books, records, documents and other information disclosed in an application, the licensing process, audit, or otherwise submitted as part of the Agreement, including forecasting information, customer information, information related to National Grid and/or Licensee facilities. Confidential information shall be marked or declared at the time of disclosure as "confidential".

- i. Each party agrees to use the same degree of care that it uses with similar confidential information of its own.
- ii. Each party shall restrict disclosure of the confidential information solely to those employees, agents and contractors that have a need to receive and know such confidential information to perform their work responsibilities.

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- iii. Neither party shall disclose any confidential information to a third-party without the prior, written consent of the disclosing party except to the extent such information is required by applicable laws, rules and regulations, by a request, requirement, recommendation, or an order of any Governmental Authority, or by any subpoena or similar legal process.
- iv. The receiving party shall return or destroy confidential information received from the disclosing party, including any copies made by the receiving party, within thirty (30) days after a written request by the disclosing party, except for copies retained for archival purposes.

Questions relating to confidential information and each parties obligations and the ability to be disclose or shared confidential information shall be directed to legal counsel.

O. *Limit on Liability:* Shall be as stated in the Agreement.

P. *Assignment and Sub-Letting:* Licensee shall not assign, sub-license, sublet or transfer the Agreement, any license granted under the Agreement, or its duties and obligations in the Agreement without the prior written consent of National Grid. National Grid's consent shall not to be unreasonably withheld, delayed or conditioned provided the Licensee has paid all balances due National Grid and is not otherwise in default.

- i. Consent of National Grid shall be deemed received if National Grid does not specify objections within sixty (60) days after receipt of Licensee's request for consent. Unless otherwise provided by National Grid, at the time Licensee requests consent to assignment or subletting, Licensee shall provide National Grid with an assignment and assumption agreement that is satisfactory to National Grid.

8. INSTALLATION OF LICENSEE'S FACILITIES

- A. *Licensee Facility Installation* - Licensee shall provide written notice to National Grid not less than fifteen (15) days prior to performing new construction work including rebuild of Licensee facilities on poles or overlashing. Notice shall include exact pole locations (e.g., Maple Ave. in the Village of Angola), the nature of work to be performed (e.g. new fiber optic cable), and identify the responsible Licensee representative for such work including contact information.
- B. *Timely Installation* - Once the Licensee has obtained authorization to proceed with attachments, Licensee shall have thirty (30) days to begin the placement of Licensee's attachments on National Grid's poles covered by the license. If Licensee has not begun placing its attachments within that thirty (30) day period, Licensee shall, in writing, inform National Grid (National Grid TAG) with a reasonable explanation for the delay.

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If Licensee fails to advise National Grid of its delay or fails to act in good faith by not making a bona fide effort to begin placing its Attachments within the thirty (30) days, the previously authorized license may be rescinded by National Grid and Licensee shall have no further right to place attachments.

- i. If within one (1) year after the issuance of a license, Licensee facilities are not attached to poles covered by the license, National Grid may modify the license to exclude those particular poles to which no Licensee facilities have been attached.
- ii. National Grid shall provide the Licensee with not less than thirty (30) days prior written notice of any exclusion, which shall be effective on the date set forth in the notice. Following the modification of a license, future attachments to such excluded poles will require a pre-construction survey and a new license, and may require make-ready work.
- iii. The Licensee shall provide written notice to National Grid within five (5) days of work completion, that Licensee has completed new attachment or overloading work.

9. MAINTENANCE AND UPGRADE OF LICENSEE'S FACILITIES

- A. *Rebuilds and Upgrades*: - Licensee shall provide written notice to the National Grid TAG not less than fifteen (15) days before adding, removing, relocating, replacing or otherwise modifying Licensee's facilities on a pole or anchor, where additional space or holding capacity may be required. Notice shall include exact pole locations, the nature of work to be performed, and identify the responsible Licensee representative for such work including contact information.
- B. *Rearrangement or Transfer of Licensee Facilities* - Each licensee shall bear its own cost to rearrange or transfer its facilities arising from:
 - i. Any routine maintenance to National Grid's poles or anchors, including replacement of worn or defective poles, guys or anchors, or
 - ii. Municipal or State mandated pole or facility relocations, or
 - iii. Notice from National Grid that Licensee attachments are in non-compliance with attachment standards or interfere with National Grid operations, or the pre-existing attachment rights of other licensees.

Licensee shall rearrange or transfer its facilities within thirty (30) days after receipt of written notice from National Grid requesting such rearrangement or transfer. If Licensee fails to rearrange or transfer its facilities within thirty (30) days after receipt of written notice, National Grid may perform, or have performed such rearrangement or transfer and Licensee shall pay the cost thereof. Notwithstanding the above, Licensee shall not be required to bear its rearranging or transferring costs if such rearrangement or transfer is required as a result of an additional attachment or modification of National Grid attachments. Licensee requests for reimbursement of such work shall be submitted to the National Grid TAG office for review and processing.

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- C. *Interference* - In the event National Grid notifies the Licensee that their attachments interfere with National Grid's operation of facilities or other persons use or ownership rights, or fail to comply with the standards and specifications, the Licensee shall immediately discuss with National Grid remedial work to be performed, and not later than ten (10) days from receipt of the notice, correct such problem, interference or non-compliance, or remove the facilities in question.
- D. *Violations* - If any part of Licensee's facilities are not placed or maintained in accordance with National Grid standards and specifications, Licensee shall correct such violations immediately. If Licensee fails to correct violations within thirty (30) days or if in the event the violation(s) is identified as a serious violation and correction required within ten (10) days, after written notice to the Licensee, National Grid may correct said violations and shall invoice the Licensee for such cost. When a violation poses an immediate threat to the safety of the public, National Grid or other attachee employees, interferes with the performance of National Grid's service obligations, or poses an immediate threat to the physical integrity of National Grid facilities, National Grid may perform corrective work and/or take such action that National Grid deems necessary without prior notice to Licensee. The cost of National Grid's work and/or actions to correct violations or hazardous conditions arising from Licensee attachments or failures to conform shall be borne by Licensee. A 10% administrative fee will be applied if such work is performed by a National Grid Contractor.
- E. *Emergency Restoration* - Licensee shall maintain or employ a fully available (e.g., available on a twenty-four (24) hour, seven (7) day basis) and adequately trained and staffed emergency service to assure a prompt response to requests or directions by National Grid to immediately remove, adjust or make safe Licensee's facilities arising from an emergency condition, including emergency situations that although may not affect Licensee network operations, affect public safety.
- i. National Grid is not responsible for the protection of or to make safe the Licensee's attachments. Notwithstanding, Licensee shall reimburse National Grid for its cost, or its pro-rata share of emergency response costs incurred by National Grid arising from the emergency and Licensee's attachments. A 10% administrative fee will be applied if such work is performed by a National Grid Contractor. National Grid shall not be liable to Licensee or any other person for any removal, rearrangement or damage to Licensee facilities as a result of National Grid complying with instructions from a responsible person in authority at the location of an emergency.
 - ii. Access to the pole(s) during an emergency will be controlled to provide safe and orderly restoration. Where multiple attachers are involved in restorations, access to National Grid's poles will initially be controlled by National Grid or its joint pole owner, unless otherwise agreed, work shall proceed in accordance with the following priority:
 1. Secure and make safe the area

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2. Restoration of electric facilities/service
 3. Restoration of emergency communications facilities
 4. Restoration of incumbent telephone service
 5. Restoration of remaining service facilities
- i. *Discontinuation of Licensee Use* - Licensee may surrender any license after removing its attachments and submitting written notice to National Grid on the National Grid Pole Attachment Removal form obtained from National Grid TAG. National Grid may, at its discretion, conduct a post-construction inspection to verify the proper removal of Licensee's attachments and that National Grid's facilities are in the same condition as they were prior to Licensee attachment, normal wear and tear excepted. The license shall terminate on the date the Licensee's Facilities are removed, and shall be reflected in the next attachment billing cycle. Following such removal by Licensee, no attachment shall be made to such pole(s) by Licensee unless Licensee complies with the standard application and licensing process defined within this procedure (as though no such attachment previously had been made).
 - ii. *Periodic Inspections of Licensee Facilities* - Unless otherwise identified by National Grid, a periodic inspection entails a check of installed facilities for compliance with standards and specifications. A periodic inspection is distinct from an attachment audit, as an attachment audit is an examination of field verified attachments as compared to attachment records. National Grid may elect to perform an attachment audit in combination with a periodic inspection.]
 - i. The Licensee shall inspect their attachments at reasonable intervals and shall maintain its attachments in good order and repair. Notwithstanding, National Grid reserves the right to make periodic inspections of all or any part of the Licensee attachments on poles and anchors, and such National Grid periodic inspections shall be at the expense of the Licensee. Absent repeated Licensee specification and code violations, periodic inspections of Licensee attachments shall not occur more often than once during each successive five (5) year period. Repeated Licensee violations identified to Licensee may warrant more frequent periodic inspections and the cost of all such inspection shall be paid by Licensee.
 - ii. National Grid will provide Licensee not less than thirty (30) days prior written notice of planned periodic inspections, unless in National Grid's judgment such inspections are required for reasons involving safety. The Licensee may elect to observe the National Grid periodic inspection of Licensee attachment. Periodic inspection findings relating to Licensee facilities shall be provided to the Licensee.
 - iii. In the event the National Grid periodic inspection scope includes the review of other attacher facilities for code compliance or a review of National Grid facility records, National Grid will reasonably prorate such periodic inspection costs among the parties.
- F. *Audit of Licensee Attachments* - Unless otherwise identified by National Grid, an attachment audit is an examination of field verified attachments as compared to attachment records. An attachment audit is distinct from a periodic inspection, as a periodic inspection

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entails a check of installed facilities for compliance with standards and specifications. National Grid may elect to perform an attachment audit in combination with a periodic inspection.

- i. National Grid may perform an audit of Licensee's attachments on the National Grid's poles. The timing of the audit and the attachments and poles selected shall be in the sole discretion of National Grid. National Grid will provide not less than thirty (30) days prior written notice to Licensee of its plan to conduct an audit, identify the scope and manner of the audit, and provide the Licensee with the opportunity to observe the audit.
- ii. Costs incurred by National Grid in performance of the audit shall be shared pro-rata by all parties participating in the audit, and by such party(s) who were offered the opportunity to participate and declined or failed to show for the audit. If National Grid is auditing Licensee's attachments and fails to notify Licensee or fails to offer Licensee an opportunity to participate in an audit, then National Grid shall bear the cost of such audit otherwise attributable to Licensee.
- iii. Upon completion of an audit, National Grid will provide Licensee with copies of the results of such audit within thirty (30) days from completion of such audit. Licensee shall provide National Grid with a written acceptance or disagreement, setting forth the specific portions of the audit and the reasons for such disagreement, within thirty (30) days of receipt of the audit.
- iv. If there is a disagreement with the audit results, the Parties will resolve the same in accordance with the dispute resolution provisions set forth in the Agreement.
- v. The results of any audit, as determined after any final determination of a Dispute Resolution, shall be binding upon the parties and shall be deemed to be the inventory of attachments for invoicing and auditing of attachments on a prospective basis.

G. *Licensee Access to National Grid Records* - Subject to a mutually agreeable schedule, Licensee shall be provided escorted access to National Grid non-confidential facility (asset) records. Licensee requests for access to National Grid confidential information are subject to National Grid consent. The Licensee shall reimburse National Grid for all costs incurred to support the Licensee visit and review of National Grid records.

10. POST CONSTRUCTION INSPECTION

A. *Post Construction Inspection* - National Grid pre-construction survey fee does not include the cost of post-construction inspection, and unless expressly contained (e.g., a specific line) within the make-ready cost estimate, is not included in the make-ready cost. In the event National Grid (National Grid TAG) elects to perform a post-construction inspection of Licensee facilities, National Grid TAG will invoice Licensee for such inspection at the time National Grid TAG provides Licensee notice of the post-

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construction inspection. Licensee shall pay such invoice within five (5) business days of receipt of the same.

- i. Licensee shall provide written notice to National Grid TAG within five (5) days of work completion, that Licensee has completed new attachment or overlashng work. Notice shall include specific pole locations where Licensee's facilities were constructed.
- ii. Within thirty (30) days after written notice from Licensee of completion of construction, National Grid TAG may perform or utilize a contractor to perform a post-construction inspection. National Grid TAG will provide Licensee not less than three (3) business day's notice of National Grid TAG's intention to conduct a post-construction inspection to provide the Licensee an opportunity to participate in the post-construction inspection. Licensee shall notify National Grid TAG at least twenty-four (24) hours prior to the scheduled inspection if Licensee intends to participate in such inspection.
- iii. The purpose of such inspection is to (i) inspect for compliance with prior agreed-to attachment locations, and (ii) inspect for compliance with the requirements of the attachment standards, and (iii) confirm that a license has been applied for and issued for each Licensee's attachment. National Grid TAG will inform Licensee in writing as to any such post-construction inspection work which needs to be performed. Post construction inspection will be performed at Licensee's expense.
- iv. Licensee, with the mutual consent of National Grid TAG, may perform a post-construction inspection within thirty (30) days after completion of construction by Licensee. In the event the parties mutually agree the Licensee will conduct the post construction inspection, the Licensee will provide National Grid TAG not less than three (3) business days notice of Licensee's schedule to conduct such post-construction inspection and provide National Grid TAG an opportunity to participate in the post-construction inspection. In the event National Grid TAG does not participate, upon completion of such inspection, Licensee shall notify National Grid TAG of completion and provide National Grid TAG with data and information to ensure Licensee's compliance with the terms of the license and the provisions of this Operating Procedure and the Agreement. National Grid TAG shall have thirty (30) days after receipt of all data and information (reasonably requested by National Grid TAG to complete its review and inform the Licensee of any violations or other failure to properly attach Licensee's Facilities.
- v. The Licensee shall correct all violations found by National Grid (or any other party performing the post construction inspection) and pay for National Grid's inspection costs. Violations not corrected within 30 days of notice by National Grid or other party performing the post construction inspection will be corrected by National Grid at the Licensee's expense, unless otherwise mutually agreed to.

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- G. *Subsequent Inspections* - Subsequent inspections may be performed by National Grid TAG to confirm corrective action has been taken Licensee and that Licensee installed facilities that were previously identified as non-compliant have in-fact been corrected. Upon completion of the subsequent inspection, National Grid TAG shall provide Licensee with its' findings and an invoice for the cost of subsequent inspection. The cost of subsequent inspections shall be paid by the Licensee within thirty (30) days from the date of invoice.

11. SAFETY

- A. *Safety* – Applicant/Licensee activities shall at all times be conducted and comply with all applicable Federal, State and local laws, rules, codes and regulations, including the Occupational Safety and Health Act, the New York State’s High Voltage Proximity Act and applicable National Grid Safety and Health policies and requirements, all as the same may be modified, amended, supplemented or superseded.
- i. Applicant/Licensee shall specifically warn Applicant/Licensee’s field personnel and contractors, or other persons of the dangers inherent in electrical conductors before any Applicant/Licensee personnel or contractors perform any work on or near any National Grid facilities. The warning shall be given to Applicant/Licensee field personnel and contractors both orally and in writing. The written warning shall be made available for inspection by National Grid at any time.
 - ii. NATIONAL GRID DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE PRESENT OR FUTURE STRENGTH OR CONDITION OF ANY POLES, GUYS, ANCHORS, OR OTHER EXISTING FACILITIES. APPLICANT SHALL BY TEST OR BY OBSERVATION DETERMINE WHETHER THE POLE(S) ARE SAFE FOR ATTACHMENTS AND TO CLIMB. If through such test or observation, the Applicant/Licensee determines that the integrity or safety of any pole or existing attachments are in question or a pole or other facilities are marked as unsafe, Applicant/Licensee shall confirm said condition with National Grid in writing and verbally. Unless informed in writing by National Grid that said pole is safe to climb and suitable to attach Licensee’s facilities, Applicant/ Licensee shall refrain from: (i) ascending that Pole; (ii) making any Attachment to that Pole, (iii) overlashing to that pole; or (iv) attaching any equipment to any cable attached to that pole.
 - iii. Applicant/Licensee and Applicant/Licensee contractor’s shall comply with National Grid procedure “Contractor Safety Requirements” including conducting job risk assessments, project safety plans (as applicable), pre-job briefings, and use of personal protective equipment (PPE).

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- B. *Worker Qualification* - Applicant/Licensee's employees, agents and contractors shall possess the minimum qualifications or certification required by OSHA including, but not limited to, the requirements of 29 C.F.R. Parts 1910.268 and 1910.269, as applicable.
- C. *Competent Person* - (i.e., as defined in 29 C.F.R. Part 1926.32(g) of the OSHA Regulations) Applicant/Licensee activities shall at all times be under the control of a "Competent Person" who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees, and who has the authorization to take prompt corrective measures to protect Applicant/Licensee employees from them.
- D. *100% Fall Protection* - All Applicant/Licensee's employees, agents and contractors performing non-emergency work must utilize 100% fall protection equipment and techniques for wood pole climbing in accordance with National Grid guidelines, effective April 1, 2005.
- E. *Environmental Matters* - National Grid poles are treated with one or more wood preservatives. Licensee and their contracted employees shall use PPE to protect against injury and potential health effects.

12. INSURANCE AND BONDING

- A. *Insurance and Pole Attachment Bonds* – The Applicant/Licensee shall not be relieved nor consider any responsibilities under the Agreement waived by National Grid due to its direct performance of any transmission design, distribution design, or Make-Ready construction related work. The Applicant/Licensee shall still be in compliance with the insurance and pole attachment bonding provisions contained in the pole attachment agreement. Such surety bond shall contain a provision that it may not be canceled without sixty (60) days' prior notice to National Grid.
 - i. Licensee shall submit to National Grid the original performance and surety bond at the following address:
 - National Grid
 - Risk Management Dept., Bldg. B-3
 - 300 Erie Boulevard West
 - Syracuse, NY 13202
- B. *Applicant/Licensee's Insurance* – While performing work on any National Grid facility, the Applicant/Licensee shall provide current and adequate insurance coverage for the insurance types and levels of coverage (as a minimum) specified in the Pole Attachment Agreement for its employees, agents, and contractors.
- C. *Notice of Damage, Injuries, or Claims* - Licensee shall promptly advise National Grid of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by the construction, maintenance, replacement, presence,

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use, operation, or removal of the Licensee's facilities. Copies of all accident reports and statements made to the insurer by the Licensee, or others, shall be furnished promptly submitted to the address in Section A .i above. The Licensee and its contractors, agents, and employees shall cooperate with National Grid during all safety, injury and damage investigations involving National Grid property.

13. NATIONAL GRID BUSINESS DAYS

A. *National Grid Business Hours* - National Grid is not obligated to perform work on holidays and days other than normal business days except in the event of an emergency. Although slight deviations in work hours may occur in regional areas or seasonally, the standard (straight time) workweek of National Grid is:

Monday through Friday, 7:00 AM to 3:30 PM, excluding established Holidays.

B. *National Grid Holidays* – The following are Holidays observed by National Grid :

New Years Day	President's Day
Memorial Day	Independence Day
Labor Day	Veterans Day
Thanksgiving	Friday after Thanksgiving
Day before Christmas Day*	Christmas Day

*If Christmas Day is on a Sunday, then this Holiday is observed on December 26th.

14. CONTACT INFORMATION

A. *National Grid Telecommunications Attachments Group (National Grid TAG) – TAG Contacts:*

Tom Mitchell
National Grid Service Co.
300 Erie Blvd. W., C-1
Syracuse, NY 13202
Tel: 315.428.5906
Fax: 315.460.8918
Email: thomas.mitchell@us.grid.com

Joe Snyder
National Grid Service Co.
300 Erie Blvd. W., C-1
Syracuse, NY 13202
Tel: 315.428.6747
Email: joseph.snyder@us.grid.com

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B. *National Grid Transmission Engineering and Design Department Contact-*

Manager- National Grid Transmission Engineering & Design
300 Erie Blvd. W. – F-1
Syracuse, NY 13202
Tel: (315-428-5619)
Email: kevin.drzewiecki@us.ngrid.com

C. *Refer to Attachment 7 - National Grid's Regional Distribution Design Contact List*

15. DISPUTE RESOLUTION

A. *Submission to Parties:* Disputes between the parties shall be addressed by good faith negotiations. To the extent possible and applicable, disputes should be resolved among the local project representatives. In the event a Applicant/Licensee dispute cannot be resolved locally or is not of a nature to be resolved locally, the Licensee submit the dispute in writing, setting forth the Applicant/ Licensee's position, actions taken to resolve, submittal of supporting documentation, and a proposed resolution. Applicant/Licensee shall submit its dispute to:

Niagara Mohawk Power Corporation
300 Erie Boulevard West
Syracuse, NY 13202
Attn.: Mr. Joseph Snyder
Telecommunications Attachments Dept, C-1

- i. The dispute shall be discussed at the intermediate level within National Grid and the Licensee's organizations for ten (10) days. In the event no resolution is reached, the dispute shall be referred to each parties respective Ombudsman. The dispute shall be discussed between the Ombudsmen for twelve (12) days. In the event no resolution is reached, the Licensee may proceed to submit the dispute to the Commission for alternative dispute resolution.

B. *Submission to Commission:* In the event the dispute cannot be resolved between the parties, a filing for alternative dispute resolution (ADR) may be sent to the Secretary of the Commission.

C. *Work During Pending Dispute:* Disputed work shall continue to the extent possible during a dispute. Where the dispute is over cost, the work shall continue as long as the Licensee pays the undisputed portion of the invoice plus fifty percent (50%) of the total amount of the disputed portion of the invoice. Payment of the disputed invoice shall note that it is being paid under protest and subject to reconciliation following resolution of the dispute. If the dispute is over the form or location of the attachment, compliance with

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applicable standards, or the use of a temporary attachment, the disputed work shall not commence or continue.

- D. *Expedited Resolution*: If either Party believes that special circumstances exist, including public safety, system reliability or significant financial risk that require a more expeditious resolution of a dispute, then such Party may, after notice to the other Party that a dispute is being submitted directly to the Commission, submit such dispute in writing directly to the Commission in accordance with the Commission's expedited process as set forth in the Commission's rules and regulations, and concurrently provide a copy to the other Party. The Commission can agree to the existence of special circumstances and attempt to resolve the dispute in an expeditious manner, or it can find that the dispute can be resolved in accordance with the normal process provided hereunder.

16. DOCUMENT ATTACHMENTS

<u>Attachment</u>	<u>Description</u>
1.	National Grid Transmission Pole Attachment License Application
2.	National Grid Third Party Instructions for Electric Transmission Pole Attachment Process
3.	National Grid Electric Transmission Pole Overlash Policy and Operating Procedure.
4.	National Grid Transmission Third Party Pole Loading Analysis Criteria
5.	Listing of National Grid Accepted Transmission Design Contractors
6.	Listing of National Grid Accepted Transmission Electrical Contractors
7.	National Grid's Regional Distribution Design Contact List

-End-