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Request for Attachment to Niagara Mohawk Facilities

Use this form to initiate the request process for attaching any type of telecommunication or cable TV device to overhead electric transmission poles owned by Niagara Mohawk. Please print and fill out form completely. Return by mail or fax to your Account Manager at your convenience.

Project Contact:	<input type="text"/>
Title:	<input type="text"/>
Company:	<input type="text"/>
Street Address:	<input type="text"/>
City:	<input type="text"/>
State:	<input type="text"/>
Zip Code:	<input type="text"/>
E-mail Address:	<input type="text"/>
Business Phone:	<input type="text"/>
Fax Number:	<input type="text"/>
Type of Business: (CATV, CLEC, , Municipality, Government Agency)	<input type="text"/>
Municipality where attachments will be located: (select from pull down list)	<input type="text"/>
No. of attachments (limit 50 poles per application)	<input type="text"/>
Date that licenses are needed:	<input type="text"/>
Construction/Maintenance contact:	<input type="text"/>
24 hr. Emergency contact number:	<input type="text"/>
Niagara Mohawk Planning Office contact:	<input type="text"/>
Niagara Mohawk Planning Office mailing address:	<input type="text"/>



EXHIBIT #4

STANDARD TRANSMISSION POLE ATTACHMENT LICENSE APPLICATION

TO: Name of Pole Owner: Niagara Mohawk Power Corporation ("Licensor")

Address of Pole Owner: _____

In accordance with the terms and conditions of the Standard Form Transmission Pole Attachment Agreement ("Agreement") between the Licensor and Licensee, dated as of _____, _____, application is hereby made for a license to make attachment to the Transmission Poles which are indicated on the attached "Application Attachment Sheet," Exhibit #5. Each application is limited to a **maximum of 50 Poles** with complete descriptions of all facilities, including quantities, sizes, and types of cable and equipment to be installed. This application has been prioritized to reflect the order in which the application should be worked.

The enclosed payment for the Pre-construction Survey fee of \$ _____ reflects the Licensor's unit price of \$ _____ per Attachment, for each Attachment listed on the Application. The Licensee agrees that in the event Niagara Mohawk elects to conduct a post-construction survey, this cost will be billed separately and is not included in the above.

In accordance with the Agreement, each Attachment will be subject to an Annual Pole Attachment Rental Rate and will be pro-rated by Licensor at time of licensing. Fees and rates are subject to change.

EXCEPT AS PROVIDED IN THE AGREEMENT, THE LICENSEE AGREES TO NOT ATTACH TO LICENSOR'S JOINT OR SOLE OWNED POLES UNTIL MAKE-READY WORK IS COMPLETED BY ALL PARTIES.

THIS APPLICATION IS TO BE COMPLETED AND SUBMITTED IN ACCORDANCE WITH THE GUIDELINES AND PROCEDURES SET FORTH IN THE OPERATING PROCEDURE.

(Name of Licensee)

By: _____

Title: _____

Date: _____

**Niagara Mohawk Power Corporation
Transmission Pole Attachment Process**

Application Checklist

The following checklist is to be filled out by the Applicant¹ and reviewed by the applicable NMPC Transmission Engineering Department. Applicant will be notified of any deficiencies and/or failure to provide all items listed below by the applicable NMPC Transmission Engineering Department. Failure to provide all the items listed will deem the application incomplete.

- | | <u>Attached</u> |
|--|--------------------------|
| 1. Exhibit # 4 - (includes the following) | |
| Request for Attachment to Niagara Mohawk Facilities (page 1 of 3) | <input type="checkbox"/> |
| Standard Pole Attachment License Application (page 2 of 3) | <input type="checkbox"/> |
| Application Checklist (page 3 of 3) | <input type="checkbox"/> |
| 2. Exhibit # 5 - Detailed listing of poles | <input type="checkbox"/> |
| 3. Exhibit # 6 - Proposal for Survey & Estimated Services | <input type="checkbox"/> |
| 4. Pole attachment technical information (to be provided for each type of attachment) | |
| Conductor/Cable diameter | _____ (in.) |
| Conductor/Cable weight | _____ (lbs./ft.) |
| Suspension Strand diameter | _____ (in.) |
| Suspension Strand weight | _____ (lbs./ft.) |
| Conductor/Cable design stringing tension | _____ (lbs.) |
| 5. Check for pre-payment of Application Process & Pre-Construction Survey | <input type="checkbox"/> |
| 6. Two (2) hard copies of complete application including a Floppy disc or CD-RW disc of Exhibits 4, 5 & 6. | <input type="checkbox"/> |
| 7. Other project information submitted / comments: | |

¹ Before an application can be submitted the Applicant must be signatory to the Niagara Mohawk Power Corporation Standard Form Transmission Pole Attachment Agreement ("Agreement").

EXHIBIT #5

Niagara Mohawk
A National Grid Company



Licensee Contact Information

Tel No.:

Cell No.:

Fax. No.:

Email:

Licensee Attachee Code:

NM Work Request No:

Type of Licensee: CATV___ CLEC___ OTHER___

Application Attachment Sheet for Transmission Poles

EL div/dist:

Municipality:
(T/C/V)*

El tax dist No. :

Sheet ____ of ____ (limit 50 poles per app.)

Item	Street / road name	Line No.	Pole No.	Pole Info		Attachment Type				Remarks
		Electric	Electric	Ownership	h/p*	Cable	Strand	Drop	Anchor	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
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18										
19										
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21										
22										
23										
24										
25										

Electric Representative (Signature) _____ Date _____

CATV/CLEC Representative (Signature) _____ Date _____ Effective Date of License _____

* (T/C/V) denotes Town/City/Village
Private easement

Licensee to fill out all yellow highlighted sections

* h/p denotes Highway or

Niagara Mohawk

A National Grid Company



Requestor to fill in all yellow highlighted sections in Part A

PROPOSAL FOR SURVEY AND ESTIMATED SERVICES

PART A Requestor Supplied Information:

COMPANY NAME			SHEET NO.
ADDRESS			_____ of _____
CITY / STATE / ZIP			DATE
TELEPHONE NO.			REQUESTOR CONTACT:
FAX NO.	E-MAIL		Tele. No.:

Requested Work Location:

ADDRESS _____

VILLAGE / TOWN / CITY _____

PLANS, DRAWINGS, SKETCHES OR LISTING _____

Description of Requested Pole Attachments:

Total Number of Pole Attachments Requested: _____ Requested Completion Date: _____

Cost Calculation:

_____ poles X \$ _____ per pole = \$ _____ + \$ _____ Travel Fee =
 [No. of pole attachments] X [flat rate unit price / pole] = [Survey/Est. Cost] + [Travel Fee > 30 min.]
 \$ _____ Total Cost (survey / est. cost + travel fees)

Refer to Niagara Mohawk - Survey and Estimate Services Flat Rate Sheet found on website. Payment to be made prior to the start of any work. Payments should be in the form of check or money order to the order of: Niagara Mohawk Power Corporation.

<-- Check if a Distribution Pole Application <-- Check if a Transmission Pole Application

PART B NMPC Supplied Information:

Niagara Mohawk Work Request No. _____

Received By: _____ Date Rec'd: _____

Assigned To: _____
 Survey and Estimate Services shall be performed as in accordance with all associated drawings, Niagara Mohawk specifications and procedures, and completed in a substantial workman like manner for the pre-paid sum _____ Dollars \$ _____

Notes: - NMPC to confirm receipt to Requestor within 5 business days from date of receipt of applicator
 - This proposal shall be valid for 60 calendar days from proposal date, unless withdrawn earlier by NMP

ACCEPTANCE OF PROPOSAL

Requestor has read and agrees to the Terms & Conditions. The above prices, specifications and conditions are satisfactory and are hereby accepted. Niagara Mohawk Power Corporation is authorized to perform the work as specified and under terms and conditions of this proposal. Payment will be provided as described above

SIGNATURE _____ DATE _____
 Company Name:

SIGNATURE _____ DATE _____
 Niagara Mohawk Power Corporation

Invoice No. _____ Work Request No. _____ Check No. _____

Survey and Estimating Services
Terms and Conditions

- 1.) As set forth in Rules(s) [28.1] [28.2] of NMPC's Tariff, P.S.C. 207 - Electricity, the Requestor will be responsible for payment of all NMPC costs to perform the work as described in this Proposal.
- 2.) The Requestor will provide pre-payment to Niagara Mohawk Power Corporation ("NMPC") in the amount specified on the face of this Proposal. In the event of a reduction of scope, NMPC will refund to the Requestor any remaining balance of the payment.
- 3.) If extra work is required, a separate proposal form shall be submitted and signed by both parties for such required work.
- 4.) The Requestor agrees to supply NMPC with all required design documents, drawings, sketches and information necessary to perform the Work requested in this Proposal.
- 5.) This Proposal applies only to Survey and Estimating Services Work to be performed by NMPC. Any required physical Make-Ready Work shall be provided under a separate proposal for such work. Any request for physical pole attachment rental or conduit rental shall be under a separate signed agreement with NMPC.
- 6.) The Requestor understands that NMPC is obligated to serve under the tariffs of the New York State Public Service Commission and that work under such tariffs will take precedence over the Work contained in this Proposal.
- 7.) Acceptance of this Proposal by the Requestor indicates that the Requestor accepts the terms and conditions of this Proposal and agrees to provide pre-payment to NMPC for all work as described in this Proposal. No Work will be performed prior to Requestor acceptance.
- 8.) Termination. This Proposal may be terminated by either party upon not less than ten (10) working days written notice to the other party, prior to the effective termination date in the notice. Neither party shall be entitled to incidental or consequential damages for termination; provided, however, that NMPC shall be entitled to all direct and indirect costs incurred by NMPC up to the time of termination, including reasonable overhead and profit, and also including all costs related to demobilization of the work activity.
- 9.) NMPC's total liability to the Requestor for all claims of any kind, whether based upon contract, tort, (including negligence), strict liability or otherwise, for any loss or damage arising out of, connected with, or resulting from the performance or breach of this agreement shall in no event exceed the total cost of services provided by NMPC hereunder.
- 10.)

THE SERVICES PROVIDED BY NMPC HEREUNDER SHALL BE PERFORMED IN ACCORDANCE WITH NMPC'S NORMAL SURVEYING AND ESTIMATING PRACTICES. NO OTHER WARRANTY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, OR IMPLIED (INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY) SHALL APPLY. IN NO EVENT SHALL NMPC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER.