
**STREET LIGHTING
POLE ATTACHMENT AGREEMENT**

BETWEEN

NEW YORK STATE ELECTRIC & GAS CORPORATION

AND

TOWN OF DRYDEN,

NEW YORK

Dated: February 10, 2021

STREET LIGHTING POLE ATTACHMENT AGREEMENT

THIS AGREEMENT, made as of the 10th day of February, 2021, between NEW YORK STATE ELECTRIC & GAS CORPORATION, (hereinafter designated as “NYSEG” or “COMPANY”) a corporation organized and existing under the laws of the State of New York, having an office at 89 East Avenue, County of Monroe, State of New York, 14649, and TOWN OF DRYDEN, a municipal corporation of the State of New York organized under the General Municipal Law and having an office at 93 East Main Street, Dryden, New York 13053, hereinafter called “TOWN” or “Licensee”. COMPANY and the Licensee are collectively referred to herein as the “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, Licensee for its own use desires to attach and maintain its streetlight equipment, facilities and attachments with necessary guys and appurtenances on COMPANY poles; and

WHEREAS, COMPANY is willing to permit, to the extent it may lawfully do so, the placement of said streetlight equipment, facilities and attachments on its Poles as specified herein; and

WHEREAS, COMPANY owns and has for many years operated and maintained an electric distribution system, including street lighting poles, luminaries and lamps, mast arms, electrical connections, and wiring for street lighting installed throughout the TOWN limits; and

WHEREAS, the parties have, facilities and attachments throughout the County limits, hereafter collectively described as the “Licensee’s Facilities”, which are currently installed on COMPANY’s poles; and

WHEREAS, it is the agreement of the parties that the Licensee’s Facilities shall continue to be attached to the poles following the purchase of such Facilities; and

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I DEFINITIONS

As used in the Agreement:

Section 1.01 “Applicable Laws” mean the Communications Act of 1934, as amended (47 U.S.C.'224 et seq.) and any and all implementing legislation, the law of New York State, New York Public Service Commission regulations, rules, and orders, and Federal Communications Commission regulations, rules, and orders now in effect or as may hereafter be modified or amended to the extent the same relate to pole attachments. Nothing in this definition shall be construed as to limit or affect in any way the Governing Law provisions set forth in Article XI of this Agreement.

Section 1.02 “Attachment” means any of the following:

- Equipment mounted in the usable space which precludes that space from being utilized by a single messenger span wire facility. Each preclusion will be counted as a separate attachment.
- Equipment mounted in non-usable or other than usable space which precludes that space from being utilized by COMPANY, a Joint User or another third party.

Section 1.03 “Facilities” means streetlight facilities and wires.

Section 1.04 “Joint Owner” means any other public utility which shall now or thereafter have joint or shared ownership of any of COMPANY’s poles. The term “Joint Owner” shall not include the Licensee.

Section 1.05 “Joint User” means any public utility or municipality or any subdivision or agency thereof which shall now or hereafter have the right to use any of Licensor’s poles. The term “Joint User” shall not include licensees with limited attachment rights such as those accorded Licensee hereunder.

Section 1.06 “Licensee” shall mean any person, other than a Joint User, who now or hereafter has any attachment or other rights with respect to Licensor’s occupying of said poles.

Section 1.07 “Licensee’s Facilities” means the Facilities and all associated equipment and hardware installed for the sole use of the Licensee.

Section 1.08 “Make Ready Work” shall mean all work necessary to accommodate proposed attachments of Licensee including but not limited to pre-construction surveys and rearrangements or changes in the Facilities of Licensor, Joint Users or other Licensees.

Section 1.09 “Other Than Usable Space” means that space other than the Usable Space (the space above the minimum grade level which can be used for the attachment of wires, cables, and associated equipment) on a pole.

Section 1.10 “Pole Attachment” means any of Licensee’s Facilities in direct contact with or otherwise supported by a utility pole, duct, conduit, or right-of-way owned or controlled, wholly or partially, by COMPANY.

Section 1.11 “Rental”, “Rental Fees” and “Pole Rental” means the Pole Attachment Charge as defined in COMPANY’s Streetlight Tariff.

Section 1.12 “COMPANY’s Poles” or “Poles” means poles wholly or partially owned by COMPANY.

Section 1.13 “Usable Space” means the total space on the utility pole above the minimum grade level that is usable for the attachment of wires, cables, and related equipment.

**ARTICLE II
GENERAL PROVISIONS**

(a) Scope of rights. The right granted pursuant to this Agreement to attach and maintain Licensee Facilities is to be exercised by the Licensee subject to any and all governmental regulations now or hereafter in force and in such manner as shall not interfere with COMPANY's use and maintenance of COMPANY's Poles, wires and property thereon.

(b) No assignment. The Licensee shall not in any way assign, transfer, sublet, or encumber this Agreement, nor any of the rights or privileges hereby granted by it, without the prior written consent of COMPANY, which consent shall not be unreasonably withheld or delayed. Any attempted assignment, transfer, sublease, or encumbrance without such prior written consent is void. Subject to the foregoing, however, this Agreement shall extend to and bind the successors and assigns of the parties hereto. In addition, the Licensee shall not, in any manner, extend any of the rights or privileges to access, install, and/or maintain its Facilities on COMPANY's Poles granted under this Agreement to any other entity, affiliated or otherwise, without the prior written consent of COMPANY.

(c) Notices. All notice required under this Agreement, shall be made pursuant to this Section. Notice under this Agreement must be in writing and effective at least ten days before the action or non- action by COMPANY. Notices are effective upon receipt.

Notice should be sent to the following addresses:

For NYSEG: Laura B. Read-Siedlecky
NYSEG/RG&E
Joint Use of Plant
P.O. Box 5224
Binghamton, New York 13902-5224

Copy to: Jeffrey Rosenbloom
Deputy General Counsel
NYSEG/RGE
89 East Avenue
Rochester, New York 14649

For Licensee: Jason Leifer
Town Supervisor
Town of Dryden
93 East Main Street
Dryden, New York 13053

(d) No prior agreements. This Agreement supersedes all previous agreements between the parties for attachment of Licensee's Facilities to COMPANY's Poles.

(e) No ownership. No use, however extended, of COMPANY's Poles or payment of any fees or charges required under this Agreement shall create or vest in Licensee any ownership or property rights in NYSEG's Poles or anchors, and Licensee's

rights therein shall be or remain a mere license. Nothing herein contained shall be construed to compel COMPANY to construct, retain, extend, place or maintain any Facilities not needed for its own service requirements, except for rearrangements and replacements covered under Article VII of this Agreement.

It is recognized by the Licensee that COMPANY has heretofore entered into, or may in the future enter into, agreements and arrangements with others not a party to this Agreement regarding the Poles covered by this Agreement. Nothing herein contained shall be construed as a limitation, restriction or prohibition against COMPANY with respect to such other agreements and arrangements. The attachment privileges herein granted shall at all times be subject to such agreements and arrangements.

(f) No waiver. Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

(g) Severability. If any provision of this Agreement is unenforceable under any applicable law or is held invalid, such shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable or invalid provision had never been contained herein.

ARTICLE III APPLICATION FOR PERMISSION TO ATTACH

Forty-five (45) days prior to when the Licensee wishes to make attachments to COMPANY's Poles, the Licensee shall make written application to their respective COMPANY Streetlight Representative by means of the Streetlight Request Form marked "Exhibit A" or superseding versions, attached hereto, specifying the type of facility and the location of the Poles. COMPANY will indicate its approval by returning one copy of the Streetlight Request Form to the Licensee bearing its written consent. This written consent will be designated as a "Licensee."

ARTICLE IV RENTAL AND OTHER CHARGES

For attachments of Licensee's Facilities to COMPANY's Poles, the Licensee shall pay COMPANY rental and other charges as follows:

(a) Billing Periods: For the attachment of Licensee's Facilities, a Monthly Pole Attachment Charge, per mast arm, will be charged as defined in COMPANY's Streetlight Tariff.

(b) Periodic Inspections and Surveys: If, as a result of a periodic inspection, it is determined that the Licensee has made unauthorized attachments to COMPANY's Poles, the Licensee shall pay COMPANY back rental from the time the attachment was made. If the time of attachment cannot be determined, the Licensee shall pay COMPANY an amount equal to the annual rate times the number of years since the last periodic inspection, up to a maximum of five years. Periodic inspections, at the Licensee's expense, may be performed every five years or less frequently at COMPANY's discretion. More frequent inspections may be performed if the Licensee's performance does not meet prescribed regulatory thresholds. If it is found that Licensee's attachments do not meet the standards outlined in Article V of this Agreement, then COMPANY may, at its option, conform the attachments and Licensee

is liable for all costs incurred relating to such conforming, notwithstanding the notice provision of Article V(a) of this Agreement.

COMPANY reserves the right to make periodic surveys and inspections of all or any part of Licensee's Facilities on COMPANY's Poles and of any other facilities in the vicinity of Licensee's Facilities at the expense of Licensee.

(c) **Make-Ready:** Work required to be performed prior to, and because of, attachment of Licensee's Facilities, including, but not limited to the pre-construction survey, rearrangement of existing equipment, guying and anchoring, pole replacements, construction inspections, and post construction inspections shall be referred to as Make-Ready. Similar work required after initial attachment to a pole shall be referred to as Additional Make-Ready. COMPANY shall notify the TOWN of any proposed Make-Ready Work and shall bill the TOWN for such work. The TOWN shall reimburse COMPANY for Make-Ready work within thirty (30) days from receipt of a COMPANY invoice or issuance of a TOWN purchase order to COMPANY. When COMPANY employs an outside contractor rather than its own work forces to perform Make-Ready, Licensee shall pay an amount equal to the contractor's fees plus an administration fee to cover the cost of supervision, accounting, and support services. COMPANY shall make available copies of all written contracts, agreements, understandings, and work orders pertinent to Make-Ready work.

(d) **Billing Due Dates:** Unless otherwise indicated by COMPANY, all bills for rental and other charges are payable by the Licensee by the due date indicated on the Bill, which shall not be less than thirty (30) days from the TOWN's receipt of the invoice.

ARTICLE V SPECIFICATIONS

(a) **Codes and Rules:** The Licensee, its agents, employees, servants and contractors, must meet all requirements of the National Electrical Safety Code (NESC), the Occupational Safety and Health Administration (OSHA), COMPANY Standards marked "Exhibit B" or superseding versions, attached hereto, COMPANY and other relevant safety standards for proper bonding, grounding, clearances, guying, anchoring and installing of Licensee's Facilities. The Licensee, its agents, employees, servants and contractors must also meet all local licensing requirements. If Licensee's attachments do not conform to these requirements, COMPANY may require the Licensee to correct the condition and if the Licensee does not do so after three (3) months' notice, or such other time period specified in the notice, COMPANY may perform the work and the Licensee is liable for all costs thereto. COMPANY may, at its option, correct the condition without prior notice to Licensee, and Licensee is liable for all costs thereto. COMPANY reserves the right, at all times, to specify the type and methods of design, construction and maintenance of Licensee's attachments on COMPANY's Poles.

(b) **Inspections:** COMPANY may require the Licensee to advise it, on a day-to-day or week-to-week basis, of the exact locations where Licensee's Facilities are being constructed. COMPANY may conduct frequent inspections of Licensee's construction in progress in lieu of or in addition to traditional post-construction surveys, and at the Licensee's expense. The costs may be included as part of the Make-Ready billing.

(c) **Equipment:** Prior written permission must be granted by COMPANY and Joint Owners before the Licensee may attach any equipment to COMPANY's Poles.

COMPANY and Joint Owners will determine if the poles are of suitable strength to accommodate the Licensee's equipment. Requests for such permission, and notice of such permission or denial of permission, must be done in accordance with Article III of this Agreement.

ARTICLE VI GOVERNMENTAL AUTHORITY AND EASEMENTS

(a) Governmental Authority: Before making any attachments to COMPANY's Poles, the Licensee must obtain any necessary permits or consents from federal, state, and/or municipal authorities and shall comply with all laws, rules and regulations. No guarantee is given by COMPANY of permission by municipalities or others respecting the use of its Poles by the Licensee.

(b) Easements: Where COMPANY has an easement over a public or private right-of-way sufficiently broad under New York State law to permit streetlight attachments, Licensee shall not be required to obtain independent permission of the property owner to attach. Upon request COMPANY shall make available to Licensee copies of all relevant recorded easements, with the Licensee bearing the cost of providing such information. Where COMPANY seeks to obtain any necessary permission from a property owner for Licensee's attachments, the fully allocable costs of such efforts shall be paid by the Licensee. Moreover, the Licensee will exercise due care when upon landowners property, and take reasonable steps to inform landowners prior to making any attachments to or tree trimming around COMPANY's Poles. No guarantee is given by COMPANY of permission by property owners respecting the use of any easement.

ARTICLE VII INITIAL REARRANGEMENTS AND POLE REPLACEMENTS

(a) Make-Ready Defined: Upon receipt of an application for a pole license, COMPANY will determine the approximate cost of performing the pre-construction engineering, shall notify Licensee of such amount, and shall make appropriate surveys of the Poles listed with a representative of the Licensee, Joint Owner, and any other third parties. COMPANY shall determine, among other things, whether, in order to accommodate the attachments of the Licensee, any rearrangements or changes are necessary in COMPANY Facilities or of other Joint Owners or other third parties with attachment rights. In addition, the joint survey shall determine whether any Poles require strengthening (guying and anchoring), whether any Poles require replacement, and whether the Licensee's strand and equipment need to be bonded or grounded to COMPANY Facilities or other users. All such work and other work required in connection with accommodating Licensee's Facilities, including preconstruction engineering and a post-construction inspection, will be considered as Make-Ready work.

(b) Make-Ready Billing: After completion of the pre-construction engineering, COMPANY will notify the Licensee about all Make-Ready work to be performed. The Licensee shall pay the bill for such work within thirty (30) days from receipt of a COMPANY invoice or issuance of a TOWN purchase order to COMPANY. Licensee is liable for additional costs related to the Make-Ready work incurred by COMPANY, notwithstanding any prior billing or Make-Ready work already done by COMPANY.

(c) Make-Ready Timing: COMPANY will meet a reasonable schedule for the performance of Make-Ready work, subject to sixty (60) days' notice and further

subject to the primary priority of power delivery service obligations. If COMPANY or multiple applications are received from the Licensee or Licensees, requiring more Make-Ready work than can be reasonably handled by the operating office, then COMPANY shall endeavor to allocate its available work forces, as far as practical, to accommodate the needs of the Licensee or of other Licensees. Once Make-Ready work has been completed, COMPANY will inform the Licensee, Joint Owner and any other third parties. Applicable Licenses will then be issued.

ARTICLE VIII POLE RELOCATIONS AND REPLACEMENTS

It is the responsibility of the Licensee to relocate, replace or transfer its facilities in accordance with COMPANY's Streetlight Tariff.

ARTICLE IX INDEMNIFICATION, INSURANCE AND LIABILITY

(a) **Damage to COMPANY:** The Licensee shall indemnify, hold harmless, and defend COMPANY from and against any and all liabilities, losses, damages, costs, suits, judgments, claims, demands, penalties, and expenses of every name and description to which COMPANY may be subjected arising out of damage to any property, including loss of rights-of-way, property owners' consents and/or the cost of defending such rights, or injury to or death of any person or persons, directly or indirectly caused by, in any manner connected with, or attributed to, the actions or omissions of the Licensee, or any of its employees, servants, agents, contractors in the course of using, operating, handling, placing, connecting, working on, maintaining, repairing, replacing and/or removing its Facilities covered by this Agreement.

(b) **Damage to Licensee:** If COMPANY, while exercising due care, in the course of using, operating, handling, placing, connecting, working on, maintaining, repairing, replacing and/or removing its facilities covered by this Agreement, in any way damages the Facilities of the Licensee, COMPANY shall not be liable to the Licensee for any claim for indirect, consequential, exemplary, special, incidental, or punitive damages, including without limitation, loss of use or lost business, revenue, profits or goodwill, arising in connection with this Agreement, under any theory of tort, contract, warranty, strict liability or negligence. The Licensee shall indemnify, save harmless and defend COMPANY from and against any and all claims by a subscriber or customer of the Licensee.

The total liability of COMPANY to Licensee shall be limited to direct damages proven by Licensee. Notwithstanding anything to the contrary herein, to the fullest extent permitted by law, COMPANY shall not be liable, whether arising out of contract, tort, strict liability, or any other cause or form of action, for loss of anticipated profits, service interruptions, or for any special, incidental, punitive, indirect or consequential loss or damages resulting in any way from this Agreement or the performance of the services hereunder, even if advised of the possibility of such damages.

(c) The TOWN is insured and will provide COMPANY proof of insurance. Upon request, the TOWN will provide proof of insurance to any Joint Owner.

(d) **Damage Report:** Licensee shall exercise special precautions to avoid damage to Facilities of COMPANY, Joint Owners, and other third parties, on said Poles; and hereby assumes all responsibility for any and all loss for such damage. Licensee shall make an immediate report to COMPANY of said occurrence of any damage and

hereby agrees to reimburse COMPANY, Joint Users, and/or other third parties for the expense incurred in making repairs.

Force Majeure: Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement, other than failure to pay monies due or owed, to the extent that such failure or delay is caused by acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action or other environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, acts or omissions of transportation or common carriers, or causes beyond the control of the Party. If any Force Majeure condition occurs, the Party delayed or unable to perform shall give immediate notice to the other Party and shall take reasonable steps to correct the Force Majeure condition. During the pendency of the Force Majeure, the duties of the Parties under this Agreement affected by the Force Majeure condition, other than the obligation to make Rental payments hereunder, shall be abated and shall resume without liability thereafter.

ARTICLE X TERM AND TERMINATION OF AGREEMENT

(a) Term: This Agreement shall continue in effect for a term of ten (10) years from the date hereof and thereafter until terminated as provided herein. This Agreement, if not previously terminated in accordance with Article X (b), may be terminated at the end of said time or at any time thereafter by either party giving to the other party at least six (6) months prior written notice.

(b) Termination: COMPANY may terminate the Agreement immediately upon notice to Licensee if COMPANY is unable to obtain any governmental license, waiver, consent, registration or approval necessary to perform its obligations. If Licensee fails to comply with any of the provisions of this Agreement or defaults in any of its obligations under this Agreement, COMPANY may, at its option, terminate this Agreement in its entirety, or require the Licensee to remove its attachments from the Pole or Poles involved in the default or non-compliance. Termination of this Agreement does not release or affect in any way any liability or obligation of the Licensee pursuant to the terms of this Agreement and such liability survives the termination of this Agreement. If Licensee fails to remove its Facilities within six (6) months after notice of termination of this Agreement or cancellation of any licenses, COMPANY shall remove Licensee's Facilities, at Licensee's expense and without incurring any liability for damage to or destruction of said Facilities. Prior to terminating or revoking any license under this Agreement, or the Agreement itself, for whatever cause or purpose, a petition may be brought by either party to the New York Public Service Commission (the "Commission") requesting the Commission to decide the dispute. A Commission determination shall be binding on all parties to this Agreement.

Removals: Licensee may at any time remove its attachments from any COMPANY's Poles and thus terminate this Agreement, but shall immediately give written notice to COMPANY by means of the Streetlight Request Form substantially in the form of "Exhibit A" attached hereto. No credit or refund of any Rental charges shall be allowed the Licensee on account of such removal.

ARTICLE XI GOVERNING LAW

This Agreement shall be construed, interpreted and governed in accordance with the laws, ordinances and regulations of the State of New York, without regard to its conflicts of law's provisions.

**ARTICLE XII
AMENDMENTS**

This Agreement may only be modified, amended or supplemented by an instrument in writing signed by both parties.

**ARTICLE XIII
SEVERABILITY**

If any provision of this Agreement is rejected or held to be illegal, invalid or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. If a provision that is rejected or held to be illegal, invalid or unenforceable is material to carry out the intent of this Agreement, the parties shall negotiate in good faith an amendment to this Agreement to replace the unenforceable language with enforceable language.

**ARTICLE XIV
COUNTERPARTS**

This agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by the duly authorized officers as of the day and year first above written.

NEW YORK STATE ELECTRIC & GAS CORPORATION (Business Signature)

By: _____ Date: _____
Carl A. Taylor
President and Chief Executive Officer

NEW YORK STATE ELECTRIC & GAS CORPORATION (Control Signature)

By: _____ Date: _____
Joseph J. Syta
Vice President, Controller, and Treasurer (Control)

TOWN OF DRYDEN

By: _____ Date: _____
Title: _____

EXHIBIT A

Streetlight Request Form

Service Class 4 - Energy Only

NYSEG

Customer Information							
Municipality Name				NYSEG Account #			
Authorized Representative				Contact Telephone Number			
NYSEG Connection Point							
<input type="checkbox"/> Connect	Overhead - Pole #	Underground - Manhole/Handhole # (if known)		Secondary power available at location?		Yes	No
<input type="checkbox"/> Disconnect	Description of Location for Connection Point						
<input type="checkbox"/> Existing							
<input type="checkbox"/> Reconnect							
Fixtures - (fill out one line for each fixture)							For NYSEG Use Only
<input type="checkbox"/> Install	Street Name	Line #	Pole #	Wattage (incl. ballast)	Lamp Type	Attached to NYSEG pole?	Attachment approved
<input type="checkbox"/> Remove							
<input type="checkbox"/> Install	Street Name	Line #	Pole #	Wattage (incl. ballast)	Lamp Type	Attached to NYSEG pole?	Attachment approved
<input type="checkbox"/> Remove							
<input type="checkbox"/> Install	Street Name	Line #	Pole #	Wattage (incl. ballast)	Lamp Type	Attached to NYSEG pole?	Attachment approved
<input type="checkbox"/> Remove							
<input type="checkbox"/> Install	Street Name	Line #	Pole #	Wattage (incl. ballast)	Lamp Type	Attached to NYSEG pole?	Attachment approved
<input type="checkbox"/> Remove							
<input type="checkbox"/> Install	Street Name	Line #	Pole #	Wattage (incl. ballast)	Lamp Type	Attached to NYSEG pole?	Attachment approved
<input type="checkbox"/> Remove							
<input type="checkbox"/> Install	Street Name	Line #	Pole #	Wattage (incl. ballast)	Lamp Type	Attached to NYSEG pole?	Attachment approved
<input type="checkbox"/> Remove							
<input type="checkbox"/> Install	Street Name	Line #	Pole #	Wattage (incl. ballast)	Lamp Type	Attached to NYSEG pole?	Attachment approved
<input type="checkbox"/> Remove							
<input type="checkbox"/> Install	Street Name	Line #	Pole #	Wattage (incl. ballast)	Lamp Type	Attached to NYSEG pole?	Attachment approved
<input type="checkbox"/> Remove							
<input type="checkbox"/> Install	Street Name	Line #	Pole #	Wattage (incl. ballast)	Lamp Type	Attached to NYSEG pole?	Attachment approved
<input type="checkbox"/> Remove							
<input type="checkbox"/> Install	Street Name	Line #	Pole #	Wattage (incl. ballast)	Lamp Type	Attached to NYSEG pole?	Attachment approved
<input type="checkbox"/> Remove							
<input type="checkbox"/> Install	Street Name	Line #	Pole #	Wattage (incl. ballast)	Lamp Type	Attached to NYSEG pole?	Attachment approved
<input type="checkbox"/> Remove							
<input type="checkbox"/> Install	Street Name	Line #	Pole #	Wattage (incl. ballast)	Lamp Type	Attached to NYSEG pole?	Attachment approved
<input type="checkbox"/> Remove							
<input type="checkbox"/> Install	Street Name	Line #	Pole #	Wattage (incl. ballast)	Lamp Type	Attached to NYSEG pole?	Attachment approved
<input type="checkbox"/> Remove							
Project Notes							
Authorized Representative		Signature		Title		Date	
Additional instructions and information is provided on the back of this form.							
For NYSEG use only							
Installation:			Received:		SN:	CCS Updated:	

EXHIBIT B

1.0 General Notes for Energy Only Street Lighting

1. As per tariff, the customer will be charged for connection and disconnection.
2. The customer will install ownership identification on all Energy Only poles. The identification will be decided upon by the municipality and agreed to by the Company.
 - a. The customer will determine a pole tagging convention that is convenient for them and submit it to the Company.
 - b. The Company will agree or make changes and work with the municipality to determine a final identification.
 - c. Once the identification is agreed upon, the location will be as follows:
 - i. NYSEG/RGE owned pole – identification will be placed below the NYSEG/RGE pole Identification at a minimum of 5' above ground.
 - ii. The identification tag should not be more than 3 inches tall by 6 inches wide.
3. The customer shall identify the lamp per ANSI standard C136.15-2009.
4. The NYSEG/RGE approved in-line disconnects are listed in the table below.
 - a) Homac SLK-3A (#14 - #6 str or solid wire)
 - b) Homac SLK-M (#12 - #4 str or solid wire)
5. Conduit shall be rigid galvanized steel or Schedule 80 PVC.
6. Customer to have all work performed by qualified workers following OSHA regulations, the National Electric Safety Code, Company specifications and local electrical codes.

2.0 Underground Supplied Fixture From an Underground Service Point

1. The customer will install a pull box within 50' of NYSEG/RGE's manhole, handhole or padmount designated as the point of service.
2. The customer will extend a conduit from the pullbox to NYSEG's/ RGE's MH/HH/PM. NYSEG/ RGE will break into and seal conduit entrance into NYSEG/ RGE MH/HH/PM.
3. Customer will supply a 200 lb. nylon pull cord for pulling supply conductors into NYSEG/RGE MH/HH/PM. NYSEG/ RGE will assist with the entry in MH/HH/P and pull the rope and leave coiled for future cable pull. Refer to note 5 for cable pulling in NYSEG/RGE MH/HH/PM.
4. Customer will install a current limiting in-line disconnect device in customer H.H. and will supply sufficient length of supply conductors coiled in H.H. to reach center of NYSEG/ RGE MH/HH/P. Refer to note 5 for cable pulling in NYSEG/ RGE MH/HH/PM.

5. NYSEG/ RGE will pull supply conductors into NYSEG/ RGE MH/HH/PM and connect. A solid unbreakable connection will be made between COMPANYRGE and customer conductors.
6. A tariff option allows a single fixture to be connected directly without a customer H.H. if the pole is within 50' from the NYSEG/ RGE MH/HH/PM and there is sufficient room in base for a current limiting in-line disconnect device and coiled supply conductors.

Note: If the customer elects to install an approved direct buried cable, the cable should be left coiled and protected at the outside wall of NYSEG's/ RGE's MH/HH/PM.

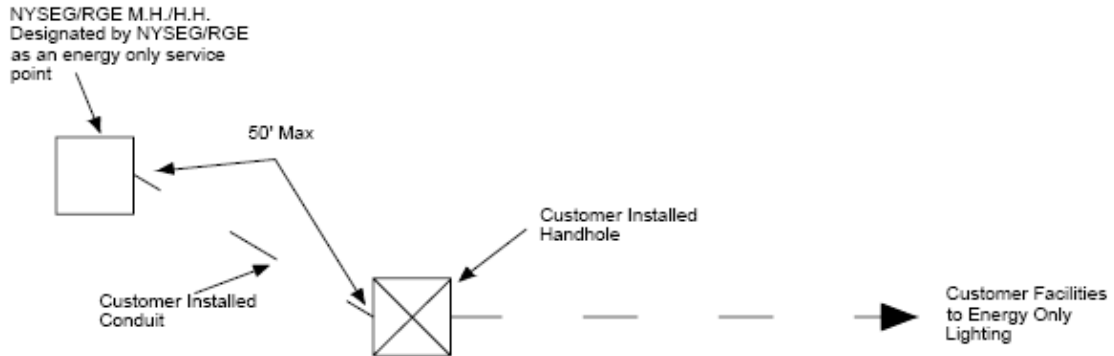


Figure 1: Underground Supplied Fixture from Underground Supply Point

3.0 Underground Supplied Fixture from an Overhead Service Point

1. Customer will install 10' conduit riser on pole. Metal risers will be installed with appropriate grounds.
2. Location of riser to be directed by NYSEG/ RGE.
 - a. Pole identification tags should not be covered.
 - b. Care should be taken to allow room for linemen to climb pole.
3. Customer will install a current limiting in-line disconnect device 5' above the riser with sufficient cable to reach NYSEG/ RGE secondary plus 48".
4. NYSEG/ RGE will make connections to the secondary facility.

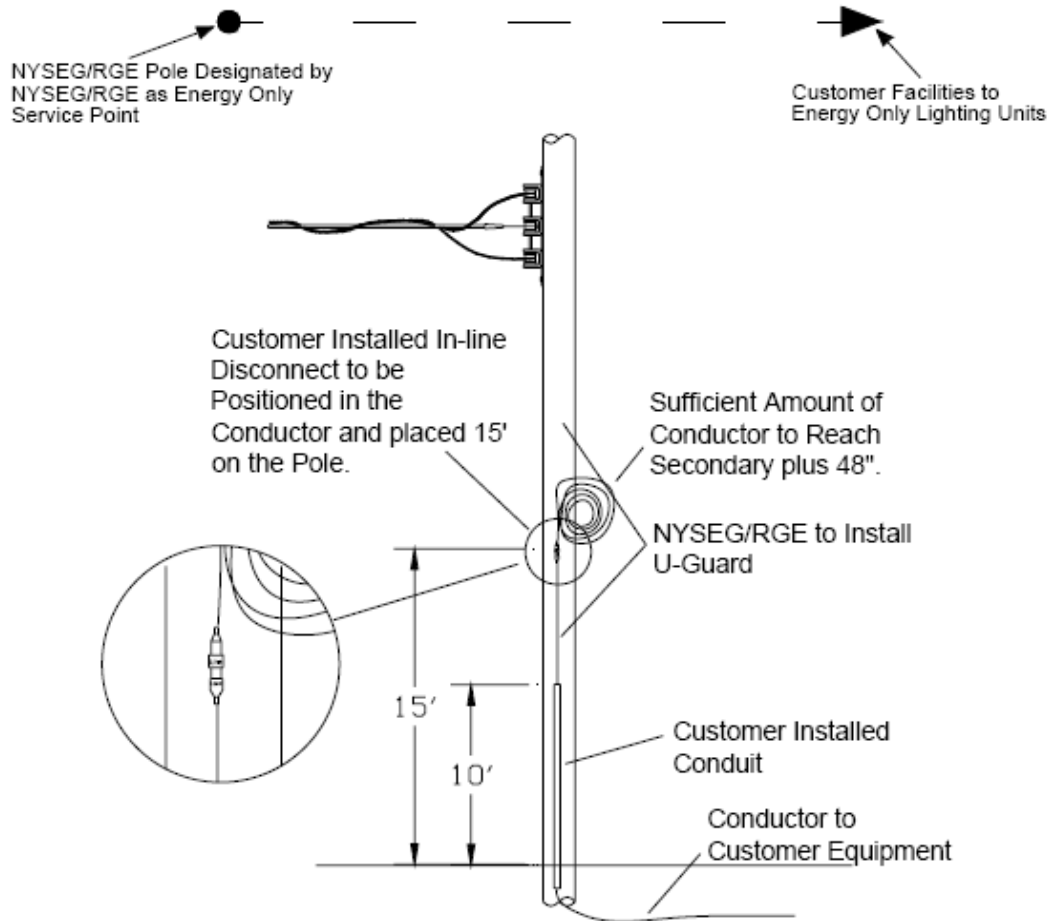


Figure 2: Underground Supplied Fixture From Overhead Service Point

4.0 Overhead Supply Point to Overhead Fixture

1. The customer will install conductors and a bonding conductor (#6 copper minimum) of sufficient length plus 48" to reach NYSEG's/ RGE's secondary facilities on the pole.
2. The customer will mount the current limiting in-line disconnect device at the bracket pole plate and connect the bonding wire to the bracket.
3. NYSEG/ RGE will make connections to the secondary facility.

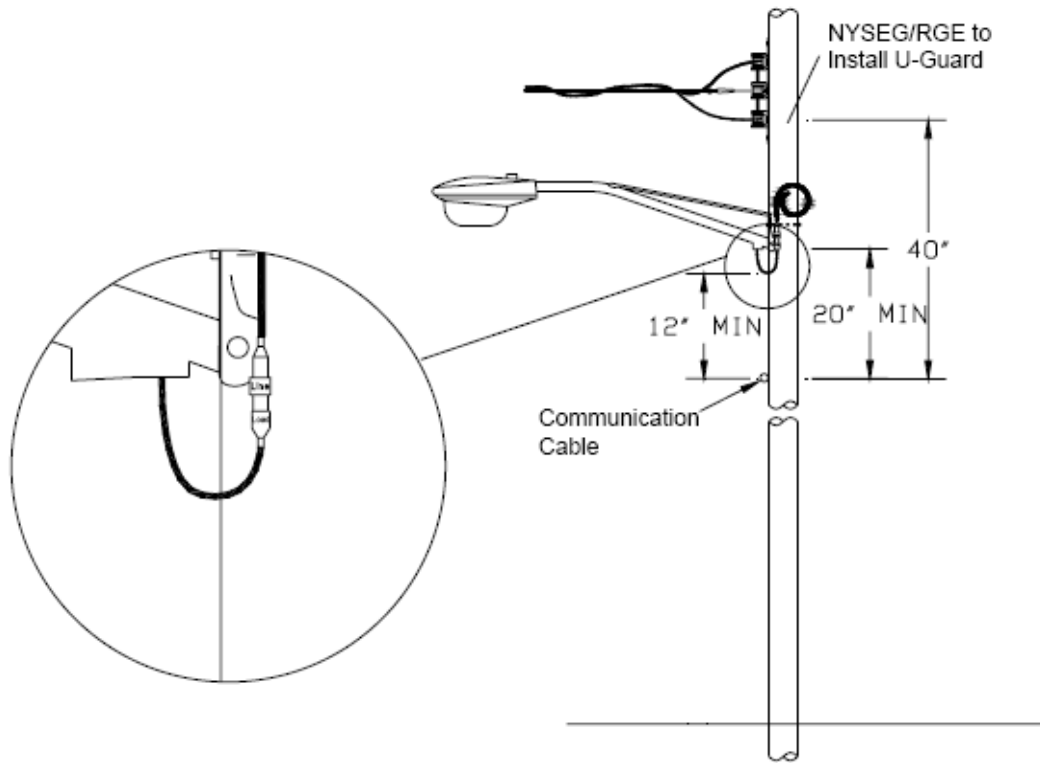


Figure 3: Overhead Supply Point to Overhead Fixture

5.0 Customer Installed Overhead Conductor to an Overhead Service Point

1. Customer will bring overhead conductor to NYSEG/ RGE service point pole and suspend the conductor from a customer installed clevis or the Company clevis or service rack if permission is given. The conductor will be of sufficient length to reach NYSEG's/ RGE's secondary facilities on the pole plus 48".
2. Customer will include the current limiting in-line disconnect with the conductor.
3. NYSEG/ RGE will make connections to the secondary facility.

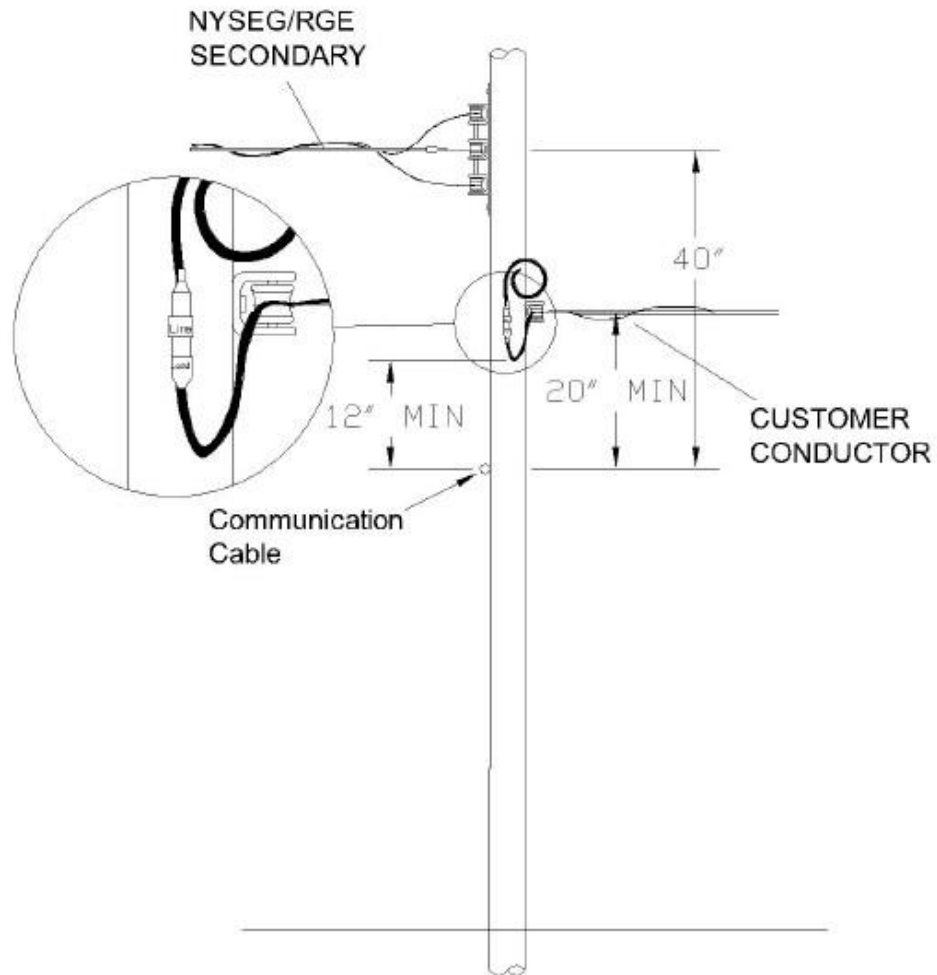


Figure 4: Customer Installed Overhead Conductor to an Overhead Service Point