

EXHIBIT 2**NIAGARA MOHAWK POWER CORPORATION¹
TERMS AND CONDITIONS FOR THE SUPPLY
OF MATERIALS AND CONSTRUCTION SERVICES****1. DEFINITIONS.**

"Buyer" means the person or entity purchasing Services and related Materials under this Contract.

"Contract" means these Terms and Conditions, NMPC's Proposal, the Buyer's Purchase Order or other similar document, and any amendments to the Contract. In the event of any conflict among Contract documents, these Terms and Conditions shall govern.

"Materials" means the equipment, materials, machinery, components, or other personal property, whether temporary or permanent, purchased by Buyer under this Contract. "NMPC" means Niagara Mohawk Power Corporation.

"Services" means all construction labor, services, and submittals purchased by Buyer under this Contract.

2. **DELIVERY, TITLE AND RISK OF LOSS.** Delivery of Materials shall be as specified in the Contract. Title and risk of loss to Materials shall pass to Buyer upon delivery, except that NMPC shall bear risk of loss for Materials under the exclusive control of NMPC in performing Services under this Contract. Title and risk of loss to Services shall pass to Buyer as the Services are completed. For Services performed on Buyer's equipment, facilities, or structures, NMPC shall bear risk of loss for such equipment, facilities, or structures but only while such equipment, facilities, or structures are under the exclusive control of NMPC in performing the Services. Except for the time that the equipment, facilities, and/or structures are under the exclusive control of NMPC, Buyer waives any and all rights of subrogation against NMPC and will indemnify and hold harmless NMPC against any and all subrogation claims arising therefrom.
3. **CONTRACT PRICE, TAXES, AND PAYMENT.** The price for the Materials and Services shall be as set forth in the Contract ("Contract Price"), and shall include all applicable taxes. Unless otherwise agreed to in the Contract, payment of the Contract Price shall be due in full within thirty (30) days of NMPC's submittal of an invoice. Payment shall be transmitted as specified in the invoice. A continuing late payment charge of 1.5% per month will be applied on any late payments. In addition, NMPC will have available to it all rights and remedies set forth in its applicable tariff in the event of late payment or nonpayment.
4. **SCHEDULE, DELAYS, AND FORCE MAJEURE.** NMPC shall provide Materials and Services in accordance with the schedule set forth in the Contract ("Contract Schedule"). If NMPC's performance of the Contract is delayed by Buyer, an equitable adjustment shall be made for any increase in the cost and/or time of performance caused by the delay. Any delays in or failure of performance by Buyer or NMPC, other than payment of monies, shall not constitute default and shall be excused hereunder, if and to the extent such delays or failures of performance are both (1) caused by occurrences beyond the reasonable control of Buyer or NMPC, including, but not limited to, acts of God, compliance with any order or request of any governmental or judicial authority, compliance with NMPC's public service obligations, storms, fires, inclement weather (as provided in NMPC's internal policies or procedures), floods, riots or strikes or other concerted acts of workers, and accidents; and (2) events which, by the exercise of reasonable diligence, Buyer or NMPC are unable to prevent.
5. **WORK SCOPE REQUIREMENTS.** Buyer shall provide full information regarding requirements for the Materials and Services, including constraints, space requirements and relationships, special equipment, systems, site requirements, underground or hidden facilities and structures, and all applicable drawings and specifications. Buyer shall also provide NMPC with reasonable access to the work site, including any plowing of access roadways and staging areas, and, where feasible, shall provide areas near the work site for any NMPC vehicles and work force parking. Unless the Contract provides otherwise, all temporary facilities and utilities necessary to accomplish the Services shall be provided by Buyer. Buyer shall

¹ Niagara Mohawk Power Corporation, d.b.a. National Grid. The National Grid companies include: Granite State Electric, Massachusetts Electric Co., Nantucket Electric Co., National Grid USA Service Co. Inc., New England Power Co., Niagara Mohawk Power Corp., and The Narragansett Electric Co.

- provide transportation, handling, removal and disposal of any chemicals, materials or waste that may be considered hazardous materials requiring special handling or disposal. Other Buyer responsibilities shall be as specified in the Contract. NMPC assumes that all information provided by Buyer is accurate and complete and is relying on such information. To the extent NMPC obtains actual knowledge of facts or conditions regarding the Materials or Services that are additional to or different from those indicated in Buyer-supplied information, or that are previously unknown to Buyer, NMPC shall notify Buyer. If, as a result, any changes in the Materials or Services are required that will result in an increase or decrease in the cost or time of performance under the Contract, the Contract Price and Contract Schedule and other affected provisions of the Contract shall be equitably adjusted.
6. **CHANGES AND EXTRAS.** Buyer may request changes in the Materials or Services in writing. If any such changes will result in an increase or decrease in the cost or time of performance under the Contract, the Contract Price and Contract Schedule and other affected provisions of the Contract shall be equitably adjusted. NMPC may make changes in the Materials or Services with the prior written approval of Buyer, at no change in the Contract Price or Contract Schedule, except as provided in (5) and (7).
7. **GOVERNMENTAL REQUIREMENTS.** Changes in the Materials or Services may be necessary in order to meet the requirements of governmental authorities, laws and codes. After Buyer's approval, NMPC will make changes in the Materials or Services as are necessary to conform to such requirements. If any such changes will result in an increase or decrease in the cost or time of performance under the Contract, the Contract Price and Contract Schedule and other affected provisions of the Contract shall be equitably adjusted.
8. **PATENTS.** NMPC makes no warranty that the manufacture, sale, or use of the Materials does not infringe any patent or other proprietary right of any entity. In the event that the manufacture, sale, or use of any Materials is held or alleged to constitute an infringement of any patent or other proprietary right of any entity, NMPC agrees, as its sole obligation, to assign to Buyer any rights NMPC may have against NMPC's supplier with respect to such infringement or alleged infringement.
9. **CONFIDENTIALITY.** Any drawings, specifications, and other documents prepared or used by NMPC in connection with this Contract are the proprietary property of NMPC, and, if required in the Contract, are provided to Buyer solely for its internal use. If information supplied by either party to the other is confidential or proprietary to the transmitting party, the receiving party shall hold such information in confidence; use it only for its intended purpose and solely in connection with Materials and/or Services supplied under this Contract; and shall not otherwise disclose or use it. These restrictions will not apply to information in the public domain at the time of receipt, or independently developed by the recipient, or required by a governmental or judicial authority to be disclosed, in which event the recipient shall give the other party advance notice of the disclosure and shall attempt to secure confidential treatment of the information by the subject authority.
10. **GUARANTEES.** The Materials shall be sold and purchased "as is". **NMPC MAKES NO WARRANTIES WHATSOEVER, WHETHER STATUTORY, WRITTEN, ORAL, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE MATERIALS.** NMPC hereby assigns to Buyer any NMPC rights under any supplier warranties with respect to the Materials. Buyer hereby releases NMPC from any liability related to the Materials, except for damages to the Materials directly caused by Services in nonconformance with the Services warranty, as provided hereafter. In connection with Services only, NMPC warrants that such work will be performed in conformance with generally accepted professional standards prevailing at the time of NMPC's performance in the applicable industry. If the Services do not conform to this warranty, NMPC will, at its cost and at a time mutually convenient to NMPC and Buyer, re-perform such nonconforming Services, and repair or replace any defects in the Materials solely caused by the nonconforming Services. NMPC's obligation under this Services warranty will expire one (1) year after the Services which give rise to the claim are completed. This warranty will not apply where the failure to meet the warranty is the result of acts or omissions of persons other than NMPC, or of accidents not caused by NMPC. **THIS EXPRESS WARRANTY IS EXCLUSIVE, AND NO OTHER WARRANTIES OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE), SHALL APPLY TO THE SERVICES. THESE PROVISIONS SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY NMPC OR CONTRACT DOCUMENTS.**
11. **INSURANCE.** From the commencement of the Contract through completion, NMPC shall provide and maintain, at its own expense, insurance policies issued by reputable insurance companies that meet or exceed the following requirements:

Workers' Compensation and Employers Liability Insurance, as required by the State of New York. Coverage will include the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act

Public Liability, including Contractual Liability and Products/Completed operations coverage, covering all operations to be performed under this Contract, with minimum limits of:

Bodily Injury - \$1,000,000 per occurrence

08/15/2003

Property Damage - \$1,000,000 per occurrence

Automobile Liability. NMPC is a qualified self-insurer by the State of New York

If requested, NMPC will provide evidence for these specified coverages. Such evidence will include that at least thirty (30) days prior written notice shall be given to Buyer in the event of any cancellation or diminution of coverage. If NMPC uses subcontractors in connection with the Contract, NMPC shall require them to provide the same Workers' Compensation and Employers Liability and Public Liability coverages set forth above. In lieu of automobile self-insurance, subcontractors shall be required to maintain automobile liability insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, with a combined single limit of at least \$500,000.

12. **INDEMNIFICATION.** NMPC shall defend, indemnify, and hold harmless Buyer, its agents and employees, from and against any loss, damage, liability, cost, suit, charge, cause of action, claim, and expense, arising out of any damage to property (including environmental damage) or injury to or death of any person directly caused by the negligence of NMPC while performing Services. In the event that the injury or damage is caused by the joint or concurrent negligence of NMPC and Buyer, the loss shall be borne by NMPC and Buyer proportionately to their degree of negligence. NMPC's obligations hereunder shall in no event apply when such damage or injury results from a defect in Materials not caused by NMPC's Services.
13. **LIMITATION OF LIABILITY.** NMPC's total cumulative liability to Buyer for all claims of any kind, whether based upon contract, tort (including negligence and strict liability), or otherwise, for any loss, injury, or damage connected with, or resulting from this Contract or the items provided hereunder, shall in no case exceed the Contract Price. Except as this Contract may expressly provide, in no event, whether as a result of breach of contract, tort (including negligence and strict liability), or otherwise shall NMPC be liable to Buyer for any and all special, indirect, incidental, penal, punitive or consequential damages of any nature, including delays, lost profits, business interruptions, and claims of suppliers and customers. The provisions of this Section shall apply notwithstanding any other provisions of the Contract, and shall survive, termination, cancellation, or completion of the Contract.
14. **TERMINATION.** This Contract may be terminated by either party upon not less than ten (10) days written notice to the other party. Such termination shall be effective on the date set forth in the notice. In such event, neither party shall be entitled to incidental or consequential damages for termination, including loss of prospective profits. No amount shall be paid by either party for termination costs, including demobilization and other direct and indirect costs. Within thirty (30) days of termination, NMPC will return any sums paid, less expenses incurred and amounts due and owing for that portion of the Contract work scope performed to the date of termination. In the event these withheld sums are insufficient to cover the expenses and amounts, or no payments have yet been made under this Contract, Buyer shall remit the balance due within thirty (30) days after receipt of written notice by NMPC.
15. **ASSIGNMENT.** This Contract shall not be assigned or subcontracted by either party without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, NMPC has the right to assign this Contract to OPINEC Energy Corporation, or any subsidiary thereof, including Niagara Mohawk Energy, or any subsidiary's subsidiary.
16. **THIRD-PARTY BENEFICIARY.** The parties have no intent, and do not create, any third-party rights or interest in this Contract, or in the Materials or Services.
17. **AMENDMENT.** This Contract shall not be superseded or modified, except in a writing signed by the parties.
18. **NOTICES.** Each party shall designate in the Contract the name and address of that party's representative. Any legal or contractual notices required to be sent to either party shall be deemed duly sent when mailed to the intended party's designated representative.
19. **WAIVER.** No term of this Contract may be waived except in a writing signed by the parties.
20. **APPROVALS.** It is understood that NMPC may be required to obtain corporate, regulatory, and other third-party approvals and releases in connection with the provision of the Materials and/or Services. If so, this Contract shall be effective subject to any such approvals and releases.
21. **LAWS.** This Contract shall be interpreted and enforced according to the laws of the State of New York, and not those laws determined by application of New York's choice of law principles. Venue in any action shall be in the State of New York. Buyer agrees to submit to the personal jurisdiction of courts in the State of New York.

08/15/2003

22. **SEVERABILITY.** To the extent that any provision of this Contract shall be held to be invalid, illegal or unenforceable, it shall be severed from this Contract without affecting the validity, legality or enforceability of the remaining provisions of the Contract.
23. **INTEGRATION AND MERGER.** Buyer and NMPC agree that there are no understandings, agreements, or representations, expressed or implied, other than those expressed herein. This Contract supersedes and merges all prior discussions and understandings, and constitutes the entire agreement between the parties.

08/15/2003

IN WITNESS WHEREOF, the parties hereto agree to the terms and conditions of this Contract, and agree to be bound by the same, and represent that their signatories have complete authority to sign and accept this Contract.

(BUYER)

By: _____

Title: _____

Date: _____

**NIAGARA MOHAWK POWER CORPORATION
(NMPC)**

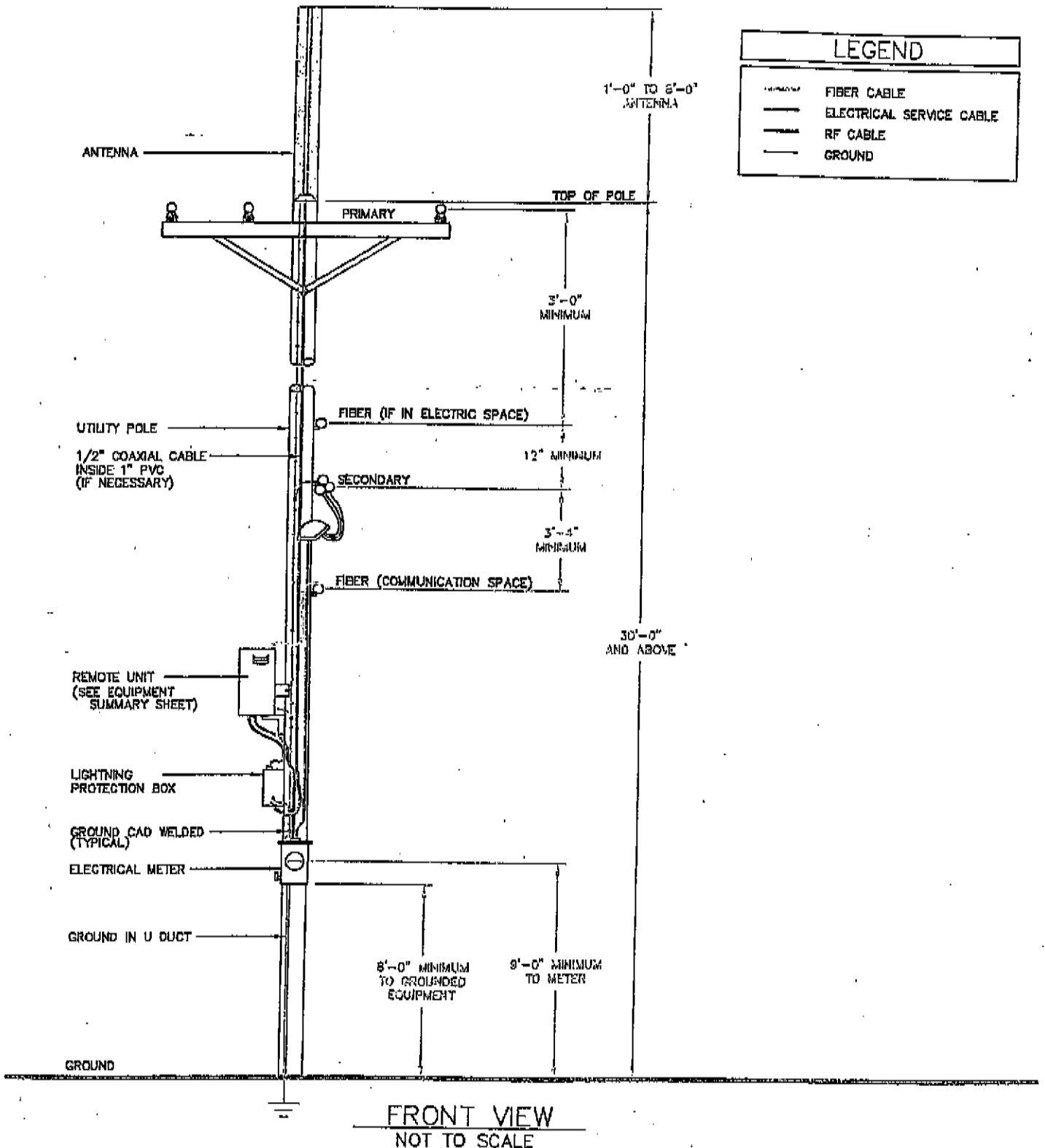
By: _____

Title: _____

Date: _____

08/15/2003

Exhibit 3



TYPICAL DISTRIBUTION ANTENNA SYSTEM SET-UP

* DIMENSIONS VARY DEPENDING ON POLE HEIGHT.

**National Grid****35 kV MAX. DISTRIBUTION WOOD POLE
MOUNTED METERED POWER SUPPLY
AND ANTENNA INSTALLATIONS****GS 1169**

Page 1 of 5

1/04 Issue

EXHIBIT 4

1. APPLICATION - This STANDARD covers installation details for distribution wood pole mounted, metered, secondary service to power supplies and antenna communication equipment.

2. GENERAL – All installations shall be made in compliance with all applicable codes including the NESC and NEC along with wiring inspector requirements. New England installations shall comply with the current National Grid's "Information and Requirements for Electric Service" book and New York installations shall comply with the current National Grid's "Specifications for Electrical Installations" (ESB 750) book. The communication company shall contact the National Grid Company office serving the area involved and also obtain agreement from all other affected pole occupants and/or owners. The communication company shall submit all appropriate documentation in a timely fashion to allow for necessary engineering and construction to take place.

3. LOCATION - Poles selected for communication mounted equipment shall be relatively clean poles, free of any other major equipment, and accessible by bucket truck throughout the year. Poles with airbreak or loadbreak switches, line reclosers, sectionalizers, capacitors, transformers, any type of risers, major communications or fire alarm equipment, ect., shall be avoided.

4. DIVISION OF RESPONSIBILITY – The communication company shall adhere to all of the following installation details. No changes shall be made without advance approval from National Grid's Overhead Standards Department.

1. Rain tight weatherhead shall be mounted in a location suitable for the ELECTRIC company to form a drip loop and make secondary connections. (see Figure 3 & 4)
2. Service entrance cable shall be #10 stranded copper, insulated THWN, THHN, or SE conductor suitable for outdoor use. The cable shall include two black insulated conductors and one white insulated conductor and shall extend 24" minimum beyond the weatherhead to form a driplloop and make secondary connections.
3. Electric service conduit shall be 1" PVC schedule 40 minimal, sunlight and weather resistant, direct and weather sealed to the meter socket enclosure. Conduit straps shall not exceed 30" intervals.
4. Approved meter socket shall be installed onto the quarter of the pole away from vehicular traffic. The meter shall be a ringless socket, sealable, with safety arc shield and approved single handle-operated bypass. Use of automatic bypass is not permitted. The meter socket shall be approved by an Authority of Higher Jurisdiction (AHJ) accepted organization concerned with product evaluation and carry the label of that agency. New York commercial meter socket installations shall meet ESB 750, Appendix 2 and ESB 751 requirements.

GS 1169

Page 2 of 5

1/04 Issue

**35 kV MAX. DISTRIBUTION WOOD POLE
MOUNTED METERED POWER SUPPLY
AND ANTENNA INSTALLATIONS**

**National Grid**

5. Bracket system, (NGRID Code #800702 or equivalent), for mounting socket to pole. (See Figure 2.). Attach bracket to pole with galvanized lag screws and socket to bracket with stainless steel bolts, nuts and lockwashers.
6. Disconnect and overcurrent protection shall be limited to 30A maximum service rating and may be located in a separate compartment from the meter socket.
7. Grounding shall consist of #6 solid, covered, soft drawn, copper down ground, and copper or bronze connectors, galvanized steel or copperclad 5/8" x 8' ground rod(s). An additional ground rod shall be installed if it is necessary to lower the resistance to earth. All equipment shall be bonded to the grounding system. The communication company shall leave enough grounding conductor coiled at the location of the weatherhead for final connection by the ELECTRIC company to their aerial ground wire / system neutral conductor. This ground arrangement shall apply unless local requirements specify otherwise.
8. A single power supply shall be located onto the back side of the pole away from vehicular traffic and the maximum weight shall not exceed 670 lbs. All mounting equipment shall be galvanized.
9. If needed, an antenna shall be mounted via an approved method at the top of the distribution pole. The antenna maximum weight shall not exceed 110 lbs and the maximum height shall be 104" including any mounting hardware. The minimum horizontal clearances between the antenna and any primary conductor shall be as follows.

| Voltage_{L-L} | Minimum Clearance |
|------------------------------|--------------------------|
| 15 kV | 12" |
| 34.5 kV | 26" |

10. If needed, a cable shall be directly routed from the antenna to the power supply inside a 2" PVC RiserGuard schedule 40 minimal, sunlight and weather resistant.
11. If needed, fiber shall be directly routed from the power supply to the splice box inside a 2" PVC RiserGuard schedule 40 minimal, sunlight and weather resistant.

Following the municipal wiring inspector's approval of the construction by others, the ELECTRIC company shall provide all connections to the secondary supply conductors including the communication company's grounding conductor. The ELECTRIC company will also set the meter, with a polycarbonate cover.

NOTE: If needed, a communication company qualified electrical worker shall complete all work above a point 2' below the secondary.



**35 kV MAX. DISTRIBUTION WOOD POLE
MOUNTED METERED POWER SUPPLY
AND ANTENNA INSTALLATIONS**
EXHIBIT 4

GS 1169
Page 3 of 5
1/04 Issue

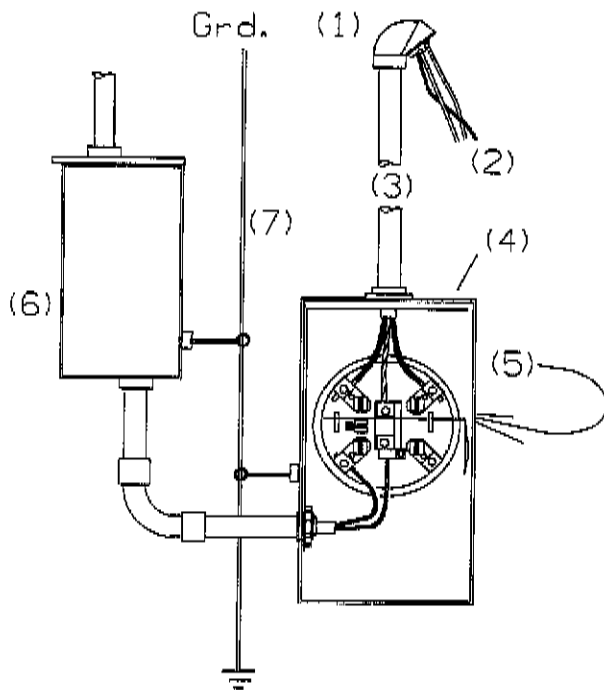


Figure 1
Detail of Socket Connections

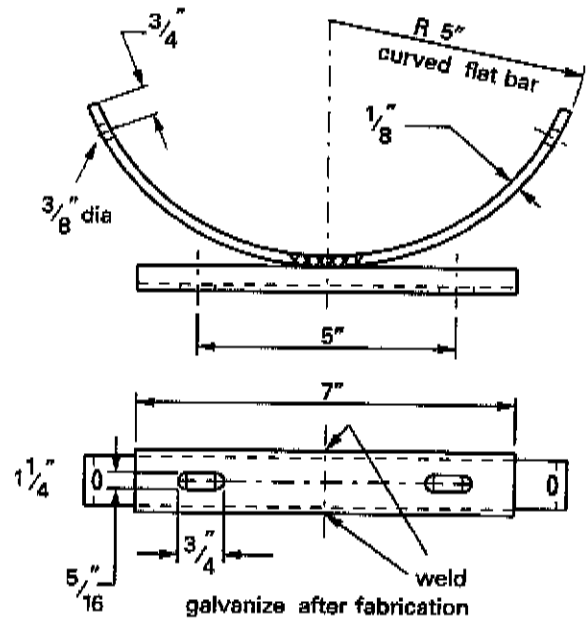


Figure 2
Meter Socket Bracket

GS 1169

Page 4 of 5

1/04 Issue

35 kV MAX. DISTRIBUTION WOOD POLE MOUNTED METERED POWER SUPPLY AND ANTENNA INSTALLATIONS

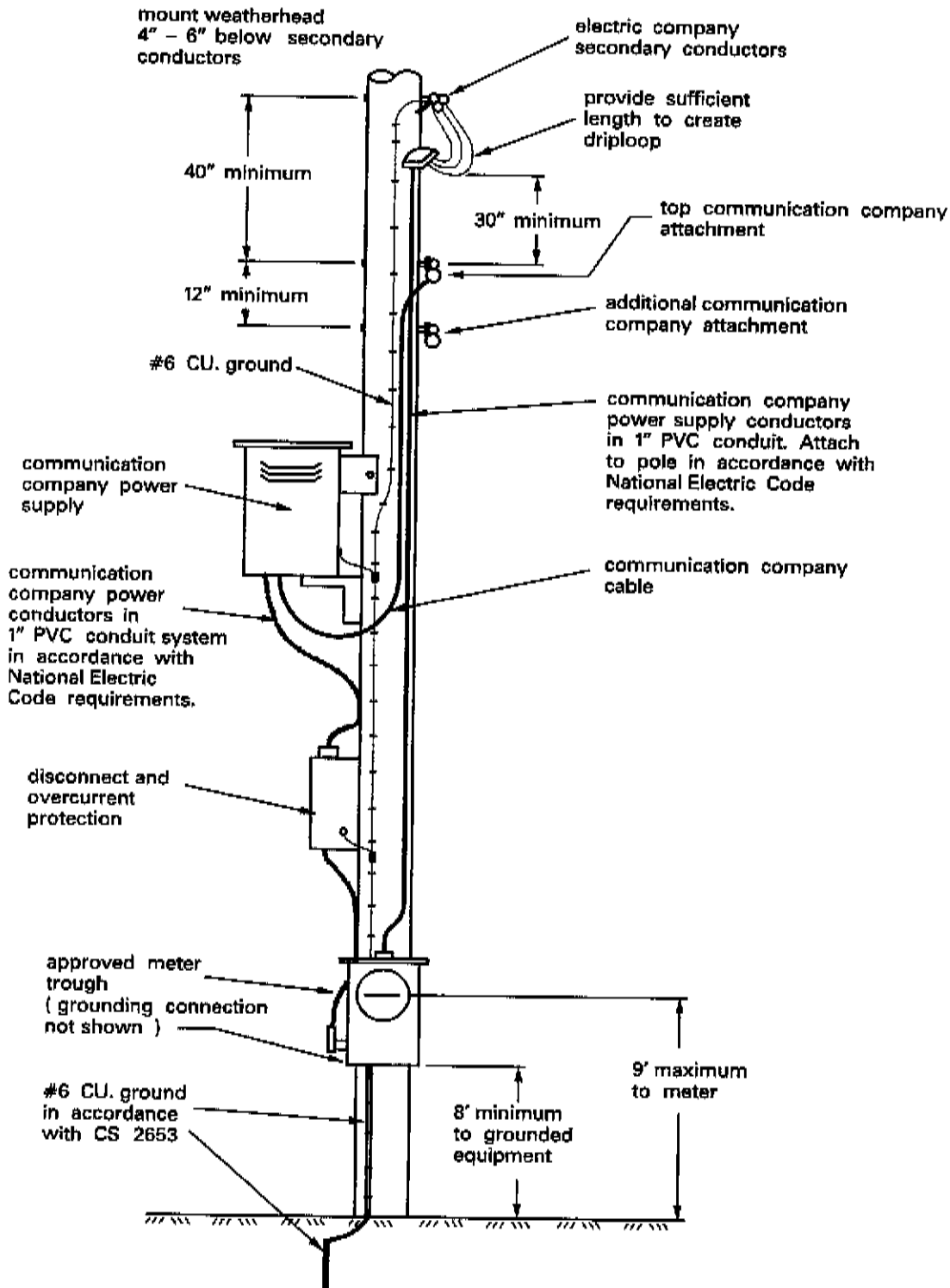


Figure 3 - Power Supply Installation Details

Supersedes 4/99 Issue - Added Wireless Communication Installation Details



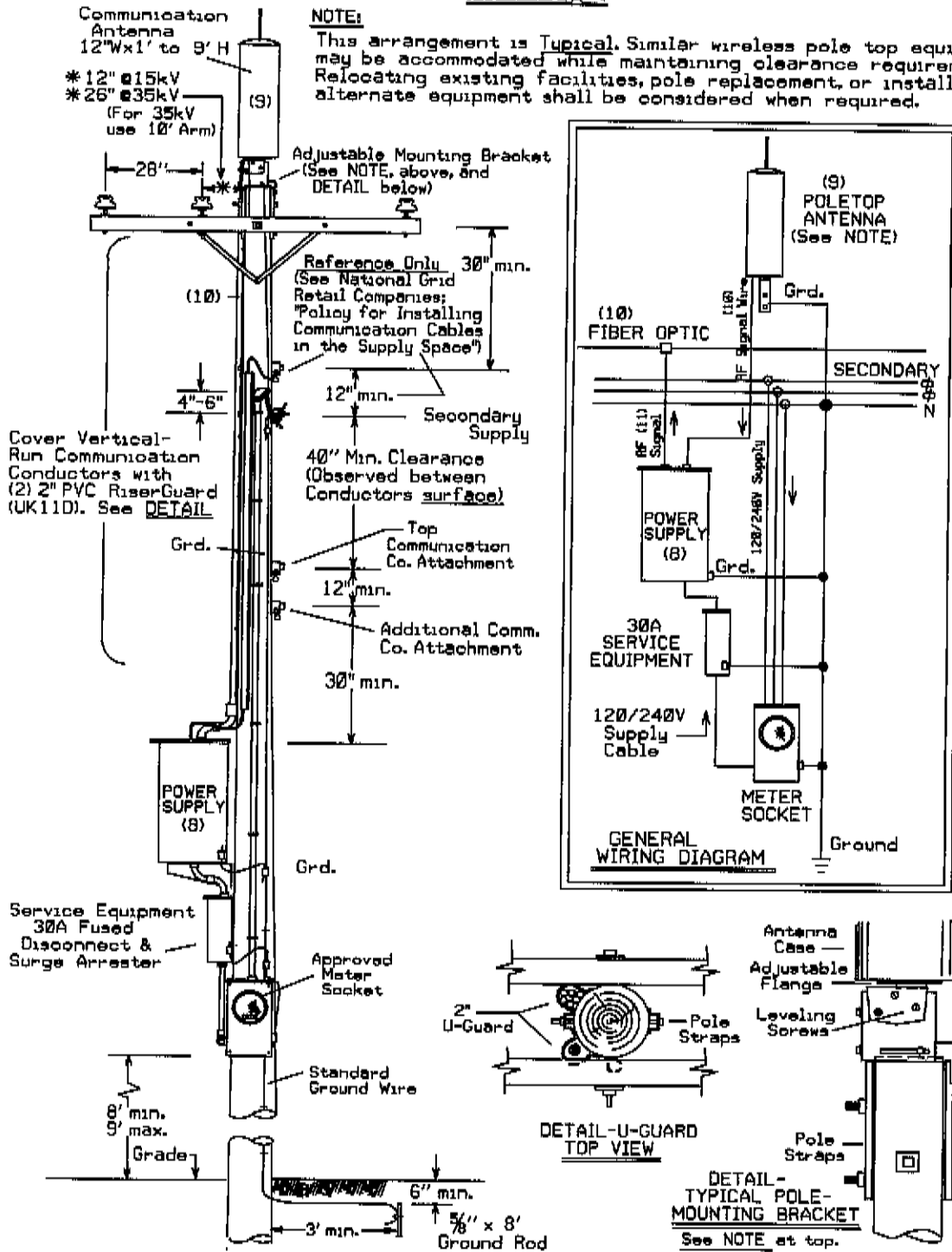
35 kV MAX. DISTRIBUTION WOOD POLE MOUNTED METERED POWER SUPPLY AND ANTENNA INSTALLATIONS

GS 1169

Page 5 of 5

1/04 Issue

EXHIBIT 4



17-136

TYPICAL ANTENNA INSTALLATION
ON PRIMARY DISTRIBUTION POLE

MAY 2003

Figure 4 – Wireless Communication Installation Details

Supersedes 4/99 Issue – Added Wireless Communication Installation Details

Exhibit 5**APPENDIX II
PROCEDURE FOR PROCESSING
MULTIPLE APPLICATIONS**

The following procedure shall be used to process applications by multiple licensees to attach to Licensor's poles.

(A) DEFINITIONS**1. Simultaneous Application(s)**

Properly completed Application(s) for Pole Attachment License or Application(s) for Overlash Approval for the same pole(s) received by Licensor from different applicants on the same business day.

2. Non-simultaneous Application(s)

Properly completed Application(s) for Pole Attachment License or Application(s) for Overlash Approval for the same pole(s) received by Licensor from different applicants on different business days.

3. Initial Applicant

The applicant filing the Non-simultaneous Application that is first received by Licensor.

4. Additional Applicant

Any applicant filing a Non-simultaneous Application that is received by Licensor after another application has already been received by Licensor.

5. Option 1

Licensor will process the Application for Pole Attachment License or Overlash Application(s) for Overlash Approval of the Initial Applicant as if no other application had been received.

6. Option 2

Licensor will process the Application(s) for Pole Attachment License or Application(s) for Overlash Approval of the Initial and Additional Applicants in accordance with the procedure for Simultaneous Applications.

(B) MULTIPLE LICENSE APPLICATION PROCESSING

Both Simultaneous and Non-simultaneous Applications for the same pole will be processed by Licensor in accordance with the procedures set forth in the attached flow chart.

(C) NON-SIMULTANEOUS APPLICATIONS

- (1) For Non-simultaneous Applications, the Initial Applicant will be able to select between Options 1 and 2. The Initial Applicant may delay selection until the required Field Survey has been completed and the estimated cost of Make-Ready Work supplied to the Initial Applicant. Where the Initial Applicant elects to

delay his selection, he shall notify Licensor of his selection within 15 days after receiving the Make-Ready Work Estimate, otherwise, Licensor will deem the Initial Applicant to have selected Option 1.

- (2) Option 2 will be subject to acceptance by all of the multiple applicants involved. Each Additional Applicant will have 15 days from the date it is advised by Licensor that the Initial Applicant has selected Option 2 to notify Licensor that it accepts or rejects the conditions applicable under Option 2, otherwise, Licensor will deem the Additional Applicant to have canceled its application.
- (3) All work in progress on the Initial Applicant's application involving multiple pole attachments will be suspended by Licensor from the time that the Initial Applicant is offered Options 1 and 2 until he notifies Licensor of the option he elects in accordance with C1 above.

(D) SIMULTANEOUS APPLICATIONS

- (1) The Field Survey required to estimate the cost of required Make-Ready Work, shall include the work necessary to:
 - (a) Issue a license to a single applicant and,
 - (b) Issue licenses simultaneously to the multiple applicants.
- (2) Licensor will consider a Simultaneous Application canceled if the applicant fails to notify Licensor in writing of his acceptance of the estimated cost of Make-Ready Work and make the advance payment within 15 days following his receipt of such estimate from Licensor.
- (3) Within 15 days of their receipt of the estimated cost of the required Make-Ready Work, the applicants must develop a schedule, acceptable to all applicants and Licensor, that defines the order of pole availability for Attachments and an overall completion schedule. If such a schedule cannot be agreed to by all parties within 15 days, Licensor shall complete all Make-Ready Work before issuing licenses to all applicants simultaneously. Any applicant who cannot agree with the provision that Licensor complete all Make-Ready Work before simultaneously granting licenses to all applicants will be deemed by Licensor to have canceled his application.

(E) CHANGES IN APPENDIX

This Appendix may be changed in whole or in part at any time during the terms of this Agreement at the sole option of Licensor upon the giving of not less than 30 days written notice thereof to Licensee and to substitute in place thereof such other provisions as Licensor may deem necessary as relative to multiple attachments to poles of Licensor.

APPENDIX II PROCEDURE FOR PROCESSING MULTIPLE APPLICATIONS

| DESCRIPTION | REQUIREMENTS | APPLICANT ALLOCATION | APPLICANT | APPLICANT |
|--|--|--|--|---|
| 1. Simultaneous Applications. | <p>Determine Make-Ready Work required and estimated cost for two cases:</p> <ol style="list-style-type: none"> Attachment by a single licensee, Attachment by multiple licensees simultaneously. | Total cost of the Field Survey shared equally by multiple applicants. | <p>Multiple applicants must develop mutually acceptable:</p> <ol style="list-style-type: none"> Order of pole availability and Overall completion schedule. <p>Where multiple applicants cannot agree within 15 days of receipt of estimate from Licensor, Licensor will complete <u>ALL</u> Make-Ready Work before granting licenses simultaneously to multiple applicants.</p> | <p>Total cost shared by multiple applicants.</p> <p>If only one applicant agrees to its shared portion of total estimated cost, that applicant will be quoted the cost to accommodate attachment by a single licensee.</p> |
| 2. Non-Simultaneous Applications - No Field Survey work performed. | <p>Determine Make-Ready Work required and estimated cost for three cases:</p> <ol style="list-style-type: none"> Attachment by a single licensee, Attachment by multiple licensees simultaneously, Attachment by multiple licensees non-simultaneously. | Total cost of the Field Survey shared equally by multiple applicants. | <p><u>Initial Applicant:</u> Treated as a non-multiple applicant.</p> <p><u>Additional Applicant:</u> Where a conflict exists, Make-Ready Work will not be performed until licenses have been issued to Initial Applicant.</p> | <p><u>Initial Applicant:</u> Pays for Make-Ready Work required to accommodate a single licensee.</p> <p><u>Additional Applicant:</u> Pays for Make-Ready Work required to accommodate an additional licensee on pole already occupied by Initial Applicant.</p> |
| 3. Non-Simultaneous Applications - Full or partial Field Survey performed. | <p>For balance of Field Survey, determine Make-Ready Work required and estimated cost for three cases:</p> <ol style="list-style-type: none"> Attachment by a single licensee, Attachment by multiple licensees simultaneously, Attachment by multiple licensees non-simultaneously. <p>For locations already surveyed, resurvey to determine Make-Ready Work required to accommodate Additional Applicant (Items 2 and 3 above).</p> | <p>Total cost of the balance of the Field Survey shared equally by multiple applicants.</p> <p><u>Initial Applicant:</u> Pays for portions of the Field Survey already completed.</p> <p><u>Additional Applicant:</u> Pays for resurvey to determine Make-Ready Work required to accommodate Additional Applicant.</p> | Same as Case 1. | Same as Case 1. |
| | | | Same as Case 2, Option 1. | Same as Case 2, Option 1. |
| | | | Same as Case 1. | Same as Case 1. |