

123 Main Street
White Plains, New York
10601



September 25, 2013

Hon. Kathleen H. Burgess
Secretary, New York State Public Service Commission
Three Empire State Plaza
Albany, New York
12223-1350

Re: Case 12-T-0502 – Proceeding on Motion of the Commission to
Examine Alternating Current Transmission Upgrades

Dear Secretary Burgess:

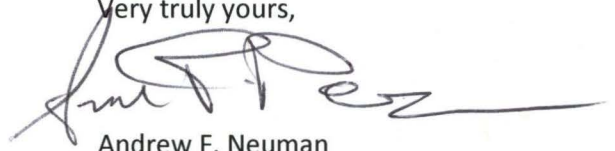
In accordance with New York Public Service Commission's ("Commission") Order dated September 19, 2013 and titled "Order Adopting Additional Procedures and Rule Changes for Review of Multiple Projects Under Article VII of the Public Service Law," the New York Power Authority ("NYPA") respectfully submits its effective policies and procedures governing access to NYPA's rights-of way ("ROW").

Please be advised that access to NYPA ROW is obtained through a permitting process. Those seeking permits to NYPA ROW are required to complete a form application and provide supporting documentation of the scope and specifications of the work to be carried out on or across NYPA ROW. Permit applications are administered by NYPA's Real Estate Department and reviewed for completeness by other NYPA departments, typically including Environmental, Legal, Engineering and Risk Management. A sample permit application form and permit are attached for the Commission's reference.

Finally, NYPA ROW is primarily secured through the acquisition of easements from private landowners. In those situations, a party seeking access to NYPA's ROW would additionally need to obtain the underlying landowner's consent.

Please contact me if you require additional information.

Very truly yours,

A handwritten signature in black ink, appearing to read "Andrew F. Neuman", with a long horizontal flourish extending to the right.

Andrew F. Neuman
Principal Attorney
New York Power Authority



POWER AUTHORITY OF THE STATE OF NEW YORK

APPLICATION FOR PERMIT TO DO WORK ON OR TO USE REAL PROPERTY OWNED BY OR UNDER THE JURISDICTION OF POWER AUTHORITY

1. Name of Applicant _____
Address _____
Contact Person: _____
Telephone No. _____ Email _____

2. Location of property (County, Town, Etc.) _____

3. Power Authority Map and Parcel No. (If known) _____

4. Is Applicant the fee owner of the property? (Circle **YES** or **NO**)

If property is owned by an entity other than the Authority:

a) What is the name and address of the fee owner? _____

b) Does Applicant have the permission of the fee owner to use the property?
(Circle **YES** or **NO**). If yes, please attach a copy of the written instrument
granting such permission.

5. What use will be made of the property? _____

a) Will there be any permanent facilities constructed? **YES** or **NO**

b) Will there be any temporary facilities constructed? **YES** or **NO**
If yes, how long will the facilities be in place? _____

c) Is the use of the property for:

1) Private residential _____

2) Multiple/subdivision residential _____

3) Commercial _____

4) Other _____

6. If the proposed use will require chemicals, combustibles and/or explosives please list the materials to be used: _____

7. Please attach the following documents to this application (electronic submission is acceptable unless size is prohibitive):

a) Attach a map, plan or sketch showing location of excavation or construction or use of Authority property/facilities. Photograph exhibits are acceptable.

b) Attach applicable architect/engineering drawings.

c) Attach a **Scope of Work**, describing in detail the activity to take place on Power Authority land or within the Power Authority easement. Include the type of equipment to be used and its maximum height if working within a Power Authority transmission line easement.

d) Attach a completed Authority **Certificate of Insurance**.

8. Will work be performed by Applicant or Contractor? _____

a) If known at this time, what contractor will perform the work?

b) _____
If contractor is unknown at this time, notification of the contractor must be made to the Authority prior to the start of any work, and proper insurance certificates must be submitted.

9. Applicant understands that issuance to him/her/them of a permit by the Power Authority to accomplish the foregoing does not relieve him/her/them of the responsibility to comply with all applicable federal, state, and local laws, rules, codes and regulation and to obtain all other permits, consents, and licenses required by others including governments and the owner(s) of the property if other than applicant.

Date: _____ Signature: _____

PERMIT NO.

POWER AUTHORITY OF THE STATE OF NEW YORK

PERMIT REQUIRING INSURANCE

PROJECT(S):

MAP NO. PARCEL NO(S).

COUNTY OF

TOWN OF

POWER AUTHORITY OF THE STATE OF NEW YORK (hereinafter referred to as "Authority") with its principal office and place of business at 30 South Pearl Street, Albany, New York 12207, insofar as it lawfully may, and without covenant or warranty of any kind, express or implied, hereby grants permission (hereinafter referred to as the "Permit") to

_____ (hereinafter referred to as "Permittee") with its principal offices at _____ to construct, install, operate, maintain, repair, replace and remove _____

together with necessary accessories and appurtenances thereto (hereinafter referred to as the "Facilities") on or across land owned by or under the jurisdiction of Authority located in the Town of _____, County of _____, State of New York, shown and described on the above designated map(s) (hereinafter referred to as the "Premises") at the location shown on and in accordance with the plan labeled Exhibit "A" and one (1) page of the Scope of Work labeled Exhibit "B", which are attached hereto and made a part hereof and pursuant to the conditions hereinafter set forth, to wit:

CONDITIONS

1. INSPECTION: The work authorized hereunder shall be subject to inspection by and performed to the satisfaction of the Authority's General Manager-Transmission Maintenance. Permittee shall give Authority five (5) days prior notice in writing or by telephone before commencing construction of the facilities and subsequently whenever work is to be performed by or on behalf of Permittee on the Premises (except for emergency repairs, in

which case Permittee will give notice as soon as is reasonably possible). Such notice shall be given to _____, or his or her designee. Authority at its election, may have an inspector present at the time such work is being executed and such inspector shall have the right and the authority to require modification or cessation of any or all work hereunder when in the inspector's judgment such work is contrary to the provisions of this permit or is or may become a source of danger to person's or Authority facilities.

2. CONDUCT OF THE WORK:

(a) All operations hereunder shall be carried on in such a manner so as not to interfere with the operation, use and maintenance of Authority facilities or property.

(b) All heavy equipment or heavy material shall be kept at all times at least Twenty (20) feet away from the nearest pole or tower structure.

There shall be no excavation by any means within twenty (20) feet of any leg of any lattice type tower structure.

(c) The Facilities shall be constructed, operated, maintained and repaired without the aid of cranes, backhoes, bulldozers or other mechanical equipment having extensions whose highest point reaches (or which is capable of reaching) within Twenty (20) feet of the lowest electrical conductor on the premises or adjacent thereto.

(d) Work authorized under this permit shall be performed in a workmanlike manner and there shall be provided suitable safeguards so as to reduce to an absolute minimum any dangerous conditions which may be hazardous to life, limb or property. Any Facility constructed under this Permit shall thereafter be maintained and operated in a safe condition.

(e) Permittee will not store or allow to remain any equipment or filling underneath the electric lines of the Authority or upon the Premises. The Premises or any part thereof, where disturbed, shall be restored to its original condition at the expense of the Permittee as soon as the work has been completed.

(f) Within thirty (30) days after completion of the work authorized hereunder Permittee shall furnish Authority with a set of "as-built" location drawings (including plan and profile) of such Facilities adequately referenced to Authority's property lines and existing structures.

(g) The Authority's review of the Permittee's submitted drawings will not relieve the Permittee of the responsibility of meeting all conditions specified in this Permit.

3. PROHIBITION OF USE OF HAZARDOUS MATERIAL: The Permittee shall not use or bring on the property covered by this Permit any material listed as hazardous, toxic, or dangerous or of restricted use, as classified or defined by any federal or New York State law, regulation or agency policy, without prior written permission from the Authority's General Manager-Transmission Maintenance. If Permittee generates hazardous waste on the Authority's property, Permittee will promptly remove such waste to an Authority approved licensed hazardous waste disposal facility. The Permittee shall take title to any and all hazardous waste generated by its activities.

4. INDEMNIFICATION: To the extent permitted by law, Permittee, its contractors and subcontractors, assume all risk of and indemnify, protect and save harmless the Authority, its officers, trustees, employees, successors and assigns, and the State of New York from all loss, damage or injury to persons (including personal injuries resulting in death) or property (including property of the Authority) and from all claims, demands, suits, liabilities, obligations and expenses arising therefrom, including legal fees and expenses, caused by or in any way connected with the exercise of the rights granted hereunder including, but not limited to, costs associated with the generation and disposal of hazardous wastes and any environmental contamination response and cleanup, and all loss, damage or injury to property or persons resulting from or arising out of strict liability or intentional conduct, regardless of the active or passive negligence of the Authority or the State of New York and notwithstanding any review or approval by the Authority of Permittee's actions or its exercise of the rights granted hereunder.

5. INSURANCE: Permittee and each of its contractors and subcontractors will procure and maintain throughout the time this Permit or any extension thereof remains in force, at their/his/her own cost and expense, insurance in the kinds and amounts listed below and shall not commence work until the Authority has been furnished a completed Certificate or Certificates of Insurance stating that the policies will not be changed or canceled without thirty (30) days' prior written notice to the Authority. All coverages, except Workers' Compensation (see 5.a. below), should be evidenced on: 1) the Authority's annexed form; or 2) an Acord form accompanied by the following two (2) endorsements: Additional Insured, with the identifying policy number, specifically naming the Power Authority of the State of New York and the State of New York as additional insured's to the policy and Waiver of Subrogation endorsement. The form and sufficiency of each insurance policy required to be obtained herein will be subject to the Authority's approval and obtained from insurance companies acceptable to the Authority. The Permittee shall notify the Authority no later than ten (10) days prior to the effective date of a change to or the cancellation of insurance policies required herein. The Permittee will deliver or cause to be delivered to the Authority, upon request, a copy of each such policy of insurance. The kinds and amounts of insurance required including responsibility for any and all deductibles or self insured retentions, in or relating to the below described insurance policies shall be assumed by and be for the account of and at the sole risk of the Permittee, are as follows:

(a) Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation/Occupational Disease laws, including Employer's Liability Insurance with a minimum limit of \$ 1,000,000. When applicable, coverage shall include The United States Longshoreman's and Harbor Workers' Compensation Act (44 U.S. Stat. 1424) and the Jones Act (41 U.S. Stat. 988). Under Sections 57 & 220 Subd. 8 of the New York State Workers' Compensation Law, it is required that Permittees doing business with Municipal or State entity evidence proof of workers' compensation coverage on approved forms, as listed below:

i.) If coverage is with a private insurance carrier, the entity must provide evidence of coverage on either NYPA's form or a completed C105.2 form. The C105.2 form is supplied and completed by the insurance carrier or its authorized agent.

ii.) If coverage is with the State Insurance Fund, the entity must provide a completed U-26.3 form provided by the Fund.

iii.) If the business entity has been approved by the Workers' Compensation Board's Office of Self Insurer, a completed SI-12 form is required. The SI-12 form is provided by the Board's Office of Self Insurance.

(b) Commercial General Liability Insurance, including Contractual Liability coverage covering all operations and where applicable coverage for damage caused by any explosion or collapse with minimum limits of \$ 2,000,000 per occurrence for bodily injury and \$2,000,000 per occurrence for property damage liability. The Authority and the State of New York must be named as additional insureds on Permittee's policy, and if applicable, each contractor and subcontractor's policies, including cross-liability coverage to be evidenced on the Certificate(s) furnished to the Authority. The insurer will have no right of recovery or subrogation against the Authority or the State of New York. It is the intent of the parties that the insurance placed in accordance with the provisions of this paragraph will be primary insurance and will protect the Permittee, the Authority and the State of New York for all losses arising from all operations, activities, work services, items or performance relating to the Permit.

The Contractual Liability Insurance coverage will insure the performance of the contractual obligations of the Permittee contained in this Permit including, without limitation, all contractual indemnity obligations.

(c) A Business Automobile Policy protecting the Permittee, its contractor and each subcontractor for automobile bodily injury and property damage liability, including coverage for liability arising out of owned, hired or non-owned vehicles. Such insurance will cover all vehicles bearing or required to bear by the motor vehicle laws of the state of registry, licenses or registration plates in limits of a least \$ 1,000,000 each accident.

(d) The Authority may from time to time, but not more frequently than once every three (3) years, require that the amount of comprehensive general liability insurance to be maintained by the Permittee under section 5 (b) be reasonably increased.

(e) Permittee shall furnish Authority's Director of Risk Management, Dennis Sacco, or his successor, at 123 Main Street, White Plains, New York 10601-3170 with copies of any accident or incident report(s) sent to Permittee's insurance carriers covering accidents or incidents occurring in connection with or as a result of the performance of the work under this Permit. In addition, if required, Permittee shall promptly provide copies of all insurance policies relevant to any accident or incident. The requirements are in addition to any which may be required elsewhere in the Permit. Permittee shall comply with any governmental and/or site specific insurance requirements even if not stated herein.

6. RELOCATION OF FACILITIES: In the event that at any time Authority in its sole discretion deems it necessary or convenient, in connection with the exercise of the rights acquired by it affecting the premises, that the facilities or any part or parts thereof should be removed as located pursuant to this permit, Permittee will at its, sole cost and expense remove the facilities or part or parts thereof as so located within ninety (90) days of written notice from Authority to Permittee so to do. Authority will use its best efforts to limit such removal to a location on the premises. However, Authority shall not be obligated to limit such removal to a location on the premises. In the event of such removal or relocation, Permittee will at its, sole cost and expense, if so directed by Authority, restore the Premises and any structures located thereon disturbed by such removal or relocation to the condition existing before such Facilities were installed.

7. TERM: This Permit shall run from the date it is accepted by the Permittee, and shall be for the life of the Facility unless cancelled or terminated under the conditions outlined below. Notwithstanding the foregoing or Paragraph 8, all rights granted herein shall terminate in

the event that the construction of the Facilities does not commence, within one (1) year of the execution of this permit by the Permittee. The terms of this permit shall be subject to renegotiation upon any renewal or extension.

8. CANCELLATION OR TERMINATION:

(a) This Permit may be canceled by Authority on thirty (30) days written notice (1) for default by the Permittee in the performance or observance of any of the conditions herein, or (2) if the Authority in its sole discretion shall determine that activities and/or facilities authorized herein are no longer consistent with Authority's use of the Premises.

(b) No cancellation or termination of this Permit shall affect a liability herein assumed or any indemnity herein given in respect of acts or things which shall have been done or have happened before the date fixed for such cancellation or termination.

(c) In the event the property affected by this Permit ceases to be owned by or to be under the jurisdiction of Power Authority of the State of New York, this permit shall thereupon terminate and the Permittee will be required to obtain any permits, license or consents which may be required by law to accomplish or continue the purposes set forth herein as though this permit had not been granted.

9. REMOVAL OF FACILITIES: In the event that the Permit terminates pursuant to Paragraph 7 or Permittee ceases to operate the Facilities constructed and installed pursuant to this Permit or in the event that Authority cancels this Permit in accordance with Paragraph 8(a) hereof, Permittee shall within sixty (60) days thereafter or within sixty (60) days of receipt of notice from Authority for cause other than expiration of term, at its sole cost and expense remove said Facilities and restore in a manner satisfactory to Authority the Premises and all structures located thereon disturbed by such removal to the condition existing before such Facilities were installed. If Permittee fails to effect such removal within the sixty (60) day period, the Authority shall have the right to proceed with removal of such Facilities subsequent to thirty (30) days from the date of written demand to the Permittee to proceed therewith. Permittee hereby agrees that in the event of such removal by Authority, all of the equipment of Permittee located on the property of Authority may be retained by Authority as its property

without accounting therefor to Permittee and the expense of such removal and restoration of the premises shall be charged to Permittee and paid by it without credit for the value, if any, of the equipment removed by Authority.

10. NOTICES: All notices provided for hereunder or permitted to be given hereunder, and claims of default hereunder, or otherwise, shall be delivered to the party affected or sent by certified mail to the party affected at the address stated in the first paragraph of this Permit or at such other address as such party may designate by notice as herein provided, and, if mailed by first class mail, shall be deemed given on the date of mailing thereof.

11. NO ASSIGNMENT: This Permit shall not be assigned without the prior written consent of the Authority. Any assignment in contravention of the foregoing sentence shall be null and void and without legal effects on the rights, interests, obligations, or remedies hereunder.

12. AUTHORITY'S RIGHTS: This Permit shall be subject and subordinate to the paramount right of Authority now and hereafter to occupy and use the whole or any part or parts of the premises in accordance with such rights, privileges or easements therein as have been heretofore or are hereafter acquired by Authority.

13. COMPLIANCE: Permittee assumes responsibility for compliance with all applicable federal, state and local laws and regulations and for obtaining all other permits and consents required by others including governments and the owner(s) of any other interest(s) in the property.

14. SPECIAL CONDITIONS:

POWER AUTHORITY OF THE
STATE OF NEW YORK

By _____

Dated at _____, New York, this ____ day of _____, 20__.

In consideration of the granting of the within permit, the undersigned hereby accepts the same subject to the conditions herein described.

By: _____

Title: _____

Attest:

Dated at _____, New York, this ____ day
of _____, 20__.