



May 7, 2026

Sullivan County Division of Public Works
Attn: Alex Rau, Deputy Commissioner of Public Safety
100 North Street
PO Box 5012
Monticello, NY 12701-1163

Ref: Electric Service Request for Tax Parcel ID # 102.-1-17
25 Schoolhouse Hill Road, Village of Jeffersonville, Sullivan County
Job # 10301186209

Dear Mr. Rau,

Enclosed is a copy of NYSEG's construction sketch showing the necessary electric facilities we need to place on the properties referenced in response to the request for electric service for the emergency radio tower and equipment building. Also enclosed is a Customer Constructed Line Agreement (CCLA). This document is required to ensure that the privately installed facilities adhere to NYSEG standards.

Please send the following to our mailbox – NYDistribution@AVANGRID.com – using the Job Number mentioned above in the subject line:

- The CCLA document signed by an authorized representative. We will email you the fully executed agreement.

If you have any questions or concerns, please contact NYSEG Real Estate and Land Management at 1-888-352-9110 ext. 106 and refer to the Job number above. Thank you for your attention in this matter.

Sincerely,

NYSEG - Real Estate and Land Management

Enclosures

CUSTOMER CONSTRUCTED UNDERGROUND SERVICE LINE AGREEMENT

THIS AGREEMENT made as of this _____ day of _____, 20__, by and between NEW YORK STATE ELECTRIC & GAS CORPORATION, a corporation organized under the laws of the State of New York, having an office at 18 Link Drive in the Town of Kirkwood, County of Broome, State of New York, (hereinafter referred to as the "Corporation"), and **SULLIVAN COUNTY DIVISION OF PUBLIC WORKS** having an address/office at **100 North Street, PO Box 5012, Monticello, NY 12701-1163** (hereinafter referred to as the "Owner").

WITNESSETH:

WHEREAS, the Owner desires to construct, own, operate, repair and maintain an underground electric distribution line, (including cables, wires, vaults, pedestals, closures, hand holes or man holes, pipes, ducts and conduit) or other facilities, structures, fixtures, equipment and/or appurtenances (hereinafter collectively referred to as the "Line") for the sole purpose of supplying electrical energy to the Owner's **emergency radio tower and equipment building** in the Village of **Jeffersonville**, County of **Sullivan**, State of New York, (hereinafter referred to as the "Property"), located at **25 Schoolhouse Hill Road**; and

WHEREAS, the Corporation is willing to supply electrical energy to the Line planned by the Owner, which line is to cross the lands of **Sullivan West Central School District No. 1 (Tax Parcel ID #'s 28.-1-7 and 105.-1-1) and Gary P Mall and Lee H Mall (Tax Parcel ID # 102.-1-17)**, by constructing a lateral line (hereinafter referred to as the "lateral line") extending from a pole numbered **15** of the Corporation's electric distribution line number **178** (hereinafter referred to as the "distribution line"), which pole is or will be located along the lands of **Sullivan West Central School District No. 1 (Tax Parcel ID # 28.-1-7)** in the Village of **Jeffersonville**.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and premises hereinafter contained, the parties hereto agree as follows:

1. Prior to commencing construction of the Line, the Owner shall submit to the Corporation a written statement of the electrical load which the owner plans to serve with the Line and, in addition, the Owner shall submit to the Corporation for review and written approval the written engineering design and layout of the Line. The Corporation shall request the Owner to make such modifications or changes in the engineering design or layout of the Line as the Corporation, in its sole discretion, deems to be appropriate and the Owner shall make such requested modifications or changes at the Owner's expense.

2. The Owner shall give the Corporation at least fifteen (15) days prior written notice of the date on which it plans to commence construction of the Line. Prior to commencing construction of the Line, the Owner shall make available to the Corporation for inspection and approval all materials and equipment which the owner plans to use in the construction of said Line. If the Corporation, in its sole discretion, rejects any materials or equipment which the Owner plans to use in the construction of the Line, or if, in the construction of the Line, the Owner uses any materials or equipment which has not been inspected and approved by the Corporation, the Corporation shall not be obligated to connect or energize the Line until after such rejected, uninspected or unapproved materials or equipment has been replaced by the Owner, at the Owner's expense, with materials or equipment inspected and approved by the Corporation.

3. The Owner, at the Owner's expense, shall construct, own, operate, repair and maintain the Line in accordance with all specifications and standards provided to the Owner by the Corporation. Any changes or modifications to such specifications or standards by the Owner shall have the prior written

approval of the Corporation. In the event that the Corporation, in its sole discretion, determines that safe operating practices require it to change or modify the specifications or standards provided to the Owner, the Corporation shall notify the Owner of such changes or modifications, and the Owner, at the Owner's expense, shall take whatever actions are necessary to comply with such changes or modifications.

4. The Owner, at the Owner's expense, shall obtain all necessary authorizations and permits for the construction, ownership, operation, repair and maintenance of the Line. The Owner shall construct, own, operate, repair and maintain the Line in a safe manner upon a cleared right-of-way at least ten (10) feet in width.

5. The Owner, at the Owner's expense, has obtained or shall obtain easements or other rights-of-way in its favor from the owners of all lands upon which the Line is to be located and, at the Owner's expense, shall obtain any other easements or rights-of-ways required by the Corporation in its sole discretion. All such easements or rights-of-way are or shall be in recordable form, are or shall be assignable by the Owner to the Corporation and are or shall be acceptable in all respects to the Corporation. Each such easement or right-of-way has been or shall be recorded by the Owner, at the Owner's expense, in the office of the clerk of the county where the lands subject to such easement or right-of-way are located and the Owner shall deliver a copy of each such recorded easement or right-of-way to the Corporation.

6. The Owner, at the Owner's expense, shall maintain the Line and its right-of-way in good repair at all times. If, in the sole opinion of the Corporation, the Owner fails to properly maintain the Line or its right-of-way, or otherwise fails to comply with any of the provisions of this Agreement, the Corporation may disconnect the Owner's Line from the Corporation's lateral line and/or the Corporation's lateral line from the distribution line without liability on the part of the Corporation. If, in the sole opinion of the Corporation, circumstances permit, the Corporation shall attempt to notify the Owner of the intended disconnection and the reason for such disconnection, and the Corporation shall then allow the Owner a reasonable amount of time to correct the Owner's maintenance failure or other non-compliance with any of the provisions of this Agreement. It is expressly understood that the Corporation will not attempt any notification, or allow any time for correction by the Owner, where, in the Corporation's sole opinion, an unsafe or hazardous condition exists with respect to the Owner's Line or its right-of-way.

7. If, in the event of an electrical emergency or otherwise, the Owner requests the Corporation to furnish personnel, material, tools, equipment or other assistance to the Owner with respect to the construction, ownership, operation, repair or maintenance of the Line, the Corporation, in its sole discretion, may render such assistance as it determines that it has the capacity to provide. The Owner shall reimburse the Corporation for all costs properly and reasonably incurred by the Corporation in rendering any such assistance upon receipt of an itemized bill therefore from the Corporation.

8. The Owner hereby grants to the Corporation the right to install and attach the Corporation's facilities, structures, fixtures, equipment and/or appurtenances on and to the Owner's Line without charge to the Corporation.

9. The Owner, at the Owner's expense, shall deliver to the Corporation in recordable form an easement or other right-of-way acceptable in all respects to the Corporation, which grants the Corporation a right-of-way for utility purposes at least ten (10) feet in width extending from the portion of the Corporation's right-of-way on which its pole number **15** is, or will be, located to, and including, the location of the transformer and meter described in Paragraph 12 hereof and to, and including, the site of the interconnection between the Owner's Line and the Corporation's lateral line.

10. The initial operating voltage of the Owner's Line will be **7.2kV**. The costs of any subsequent modifications to the Line necessitated by alterations of the Line's voltage rating shall be borne by the Owner if occasioned by a change in the Owner's usage, but shall be borne by the Corporation if occasioned by a change in the Corporation's system requirements. The electrical energy supplied by the Corporation at the point of interconnection between the Corporation's lateral line and the Owner's Line shall be within voltage tolerances set forth in American National Standards Institute standard C84.1, as the same may be changed or superseded from time to time, which meet the Owner's load requirements, as stated pursuant to Paragraph 1 hereof, as if such load were applied at that point. The Owner shall otherwise have the sole responsibility for maintaining an adequate voltage level for its load.

11. The Corporation shall extend a single-span lateral line a distance of approximately zero feet from its pole number **15** in order to connect its existing distribution line with the Owner's Line and supply electrical energy thereto pursuant to the terms of this Agreement.

12. The Owner, at their expense, shall furnish and install a meter cabinet at a location designated by the Corporation. The Owner shall grant the Corporation unrestricted access. In accordance with the electrical load information supplied to it by the Owner pursuant to Paragraph 1 hereof, the Corporation, at its expense, shall furnish, install, own, operate, repair and maintain a transformer and a meter at a location selected by the Corporation.

13. The Corporation, at its expense, shall interconnect the Corporation's lateral line and the Owner's Line at a location designated by the Corporation, and shall energize said Line, upon the Owner's request for such interconnection and energization; provided, however, that the Owner is in compliance with all of the provisions of this Agreement at the time of such request and at the time for such interconnection and energization.

14. The Owner shall defend, indemnify and hold harmless the Corporation and its representatives, agents and employees from and against any loss, damage, lien, encumbrance, suit, claim or expense (including attorneys' fees) caused by or arising from any injury (including death) to any person or persons (including the Owner) or damage to the property of the Owner or others arising from or in connection with the construction, interconnection, ownership, operation, repair or maintenance of the Owner's Line and/or the use by the Owner or others of the Corporation's property, services, facilities, structures, fixtures, equipment and/or appurtenances including, but not limited to, the lateral line and the distribution line; provided, however, that the Owner shall not be liable for any injury or damage caused by the sole negligence of the Corporation, its representatives, agents or employees.

15. Neither the Corporation's actions, or failures to act, with respect to the operation of its electrical system nor the Corporation's actions, or failures to act, pursuant to this Agreement, including, but not limited to, the Corporation's actions, or failures to act, with respect to the review and approval of the engineering design and layout of the Line, with respect to the inspection and approval of the Owner's construction materials and equipment, with respect to the providing of standards and specifications to the Owner, with respect to notifying the Owner of any maintenance failure or other non-compliance with any of the provisions of this Agreement or with respect to the furnishing of requested assistance to the Owner, shall be construed as confirming or endorsing the engineering design or layout of the Line or any part thereof, or as providing any warranty with regard to the safety, durability or reliability of the Line or any part thereof. The Corporation's afore-mentioned actions, or failures to act, shall not render the Corporation responsible for the strength, design details, layout, adequacy or capacity of the Owner's Line or any part thereof, nor shall the Corporation's connection of its lateral line to the Line be deemed to be an endorsement of, or render the Corporation responsible for, such Line or any part thereof.

16. For so long as the Owner shall construct, own, operate, repair or maintain the Line or any part thereof, the Owner, at the Owner's expense, shall maintain and keep in full force and affect the following insurance with respect to the Line:

Disclosure: The Owner is not required to provide general liability insurance coverage as part of this Agreement. Due to the risk of incurring damages, it is recommended that every owner protect itself with insurance, and requires insurance disclosures as a part of this Agreement. The Property Owner hereby discloses as follows:

(Note: Check off one of the boxes below.)

the Owner has obtained, or already has in affect under an existing policy, general liability insurance coverage for operation of the line and intends to maintain such coverage for the duration of this agreement (attach Certificate of Insurance or copy of Policy); or

the Owner has not obtained general liability insurance coverage for operation of the line and/or is self-insured.

Effect: The inability of the Corporation to require the Owner to provide general liability insurance coverage for operation of the line is not a waiver of any rights the Corporation may have to pursue remedies at law against the Owner to recover damages.

17. All electric service provided by the Corporation to the Owner through the Corporation's lateral line, and the Owner's payment for such service, shall be in accordance with this Agreement and with the applicable tariffs of the Corporation on file with the Public Service Commission of the State of New York.

18. The Owner shall not subdivide the property into five or more lots within any period of five consecutive years and shall not take any other action which would directly or indirectly result in the Corporation's being required to underground any electric distribution line(s). In the event that the Owner does so subdivide said property within any such five-year period or otherwise takes any action as a direct or indirect result of which the Corporation is subsequently required by the laws of the State of New York or the rules and regulations of the Public Service Commission of the State of New York, or any other agency or governmental body having jurisdiction, or otherwise, to provide electric service to the Owner, and/or to any additional service applicant(s), by undergrounding any electric distribution line(s), the Owner (i) shall pay the Corporation the costs incurred by the Corporation in installing and/or removing any overhead facilities, structures, fixtures, equipment and/or appurtenances, including, but not limited to, the Corporation's lateral line, which, in the sole opinion of the Corporation, are, or will be, superseded by such undergrounded electric distribution line(s); (ii) shall comply with the laws of the State of New York and the rules and regulations of the Public Service Commission of the State of New York, and any other agency or governmental body having jurisdiction, with respect to the undergrounding of electric distribution lines in new residential subdivisions; and (iii) shall, at the Owner's expense, convert any existing facilities, structures, fixtures, equipment and/or appurtenances of the Owner and/or any additional service applicant(s) from facilities, structures, fixtures, equipment and/or appurtenances appropriate for overhead electric service to facilities, structures, fixtures, equipment and/or appurtenances appropriate for underground electric service.

19. In the event that one or more additional service applicants request the Corporation to provide electric service to them from or through the Owner's Line, the Corporation, in its sole discretion, may at any time, purchase from the Owner all portions of said Line which the Corporation, in its sole discretion, deems appropriate for common use by the Owner and any additional service applicant(s) (such portions of

the Line hereinafter collectively referred to as the "Common Line"). The purchase price of the Common Line shall be \$1.00 for the Common Line, such that it is in condition to render, in the Corporation's sole opinion, safe and adequate service. Contemporaneously with the Corporation's purchase of the Common Line, the Owner shall grant or assign to the Corporation easements or other rights of way, acceptable in all respects to the Corporation, over the lands upon which the Common Line is located.

20. All lines running lateral to the Line shall be connected to the Line through fused disconnects to allow isolation and separation. Such disconnects shall be located on the first lateral pole. If the Corporation, in its sole discretion, elects to purchase any Common Line from the Owner, any lines running lateral to the Line, or any sections thereof, which, in the sole opinion of the Corporation, may be used by it to serve any additional service applicant(s), shall automatically become a part of the Common Line and shall be purchased as part of the Common Line by the Corporation unless already owned by the Corporation.

21. If the Corporation purchases any Common Line, a surcharge may be imposed on the Owner and the additional service applicant(s) served by such Common Line in accordance with the applicable tariffs of the Corporation on file with the Public Service Commission of the State of New York.

22. The Owner, at the Owner's expense, shall deliver to the Corporation any easements or other rights-of-way which the Corporation, in its sole discretion, requires the Owner to provide to the Corporation to facilitate that Corporation's access to the lands of any additional service applicant(s). All such easements or rights-of-way shall be in recordable form and shall be acceptable in all respects to the Corporation.

23. Any request by the Owner that the Corporation disconnect the Owner's Line from the Corporation's lateral line and/or that the Corporation otherwise de-energize the Owner's Line shall be null and void, and without effect, if, at the time the Owner makes any such request, one or more additional service applicants have requested, or are receiving, electric service from the Corporation from or through the Owner's Line, unless such disconnection and/or de-energization is unconditionally consented to in writing by any and all such additional service applicant(s).

24. The Corporation shall not be obligated to connect its lateral line to the Owner's Line, or to energize said Line, until such time as (a) the Owner has obtained all authorizations and permits necessary for the construction, ownership, operation, repair and maintenance of the Line; (b) the Owner has delivered to the Corporation a Certificate of Insurance acceptable in all respects to the Corporation; (c) the Owner is in compliance with all of the terms and conditions of this Agreement; (d) the Owner has paid in full any moneys due the Corporation from the Owner; and (e) all service entrances are ready to be energized.

25. This Agreement is binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be a covenant running with the land with respect to the property. The Corporation may file this Agreement as an encumbrance on said property.

26. Any notice to be given to the Corporation under this Agreement shall be in writing and shall be sent by certified mail to:

NEW YORK STATE ELECTRIC & GAS CORPORATION
Attn: Real Estate and Land Management
P O Box 5224
Binghamton NY 13902-5224

and any notice to be given to the Owner under this Agreement shall be in writing and shall be sent by certified mail to:

**SULLIVAN COUNTY DIVISION OF PUBLIC WORKS
Attn: Alex Rau, Deputy Commissioner of Public Safety
100 North Street
PO Box 5012
Monticello, NY 12701-1163**

Either party hereto may give the other party written notice requesting the use of a different name and/or address for notices given under the Agreement. Any notice given under this Agreement shall be deemed to have been given and received five (5) days after a certified letter containing such notice, properly addressed, with postage prepaid, is deposited with the United States Postal Service for delivery.

27. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

NEW YORK STATE ELECTRIC & GAS CORPORATION

By: _____

Title: _____

SULLIVAN COUNTY DIVISION OF PUBLIC WORKS

By: _____

Title: _____