

LIPA

GUIDELINES FOR TEMPORARY ATTACHMENT OF BANNERS AND DECORATIVE LIGHTING
BANNER ATTACHMENTS OF LESS THAN ONE YEAR

**BANNERS AND BRACKETS MUST BE REMOVED AND POLES RESTORED TO ORIGINAL CONDITION
WITHIN ONE YEAR OF INSTALLATION**

AT NO TIME WILL ADVERTISING BE PERMITTED ON ANY BANNER

To: FAX TEL:
Re: Voice:

From: Christopher Braglia, Manager
Contract Management, Hicksville- phone 516 545-5761 FAX 516 545-5734

Number of pages forwarded: 15

Note: NO ADVERTISING MAY APPEAR ON BANNERS EXCEPT THE NAME OF THE ORGANIZATION REQUESTING PERMISSION TO HANG THE BANNER. Banners may not weigh more than 25 lbs. LIPA reserves the right to remove any banner that is jeopardizing the electrical system.

Please fill out this form and return to me. Attach a copy of your Insurance Certificate.
Please contact Verizon for their requirements (poles are owned by LIPA and Verizon).

9/8/08

Enclosed are:

Permission to Attach application - Including Insurance Requirements
Banner Information Form
Decorative Lighting Form
Construction Standard

Notice:

LIPA and Verizon own and maintain poles under a joint agreement. Applying parties must also contact Verizon for their application. Verizon can be reached as follows: for Nassau County 516 679-3412 and for Suffolk County 631 687-8520.

RETURN YOUR COMPLETED ORIGINAL APPLICATION AND INSURANCE CERTIFICATE TO:

National Grid
175 E. Old Country Road
Hicksville, NY 11801
Att: Construction Delivery/Contract Mgt.

**APPLICATION FOR PERMISSION TO ATTACH TO OR USE POLES LOCATED IN
PUBLIC STREETS OR PUBLIC PLACES**

The undersigned applicant and contractor hereby apply to LONG ISLAND LIGHTING COMPANY D/B/A LIPA (“LIPA”), through LIPA’s agent KEYSpan ELECTRIC SERVICES LLC D/B/A NATIONAL GRID, for permission to attach to or use poles numbered _____ located at _____ in the (Village, Town, City) of _____ for the following purpose: _____.

LIPA is a wholly-owned subsidiary of the Long Island Power Authority, a corporate municipal instrumentality organized under the laws of the State of New York, and the owner of, with certain limited exceptions, the electric transmission and distribution (“T&D”) System of Nassau and Suffolk Counties and on the Rockaway Peninsula in Queens County.

National Grid Electric Services LLC (the “T&D Manager”), is the manager of LIPA’s T&D system and as such, is authorized by LIPA to grant permission to the applicant and to others, on behalf of LIPA, to make and maintain attachments to LIPA’s poles.

The following are the installations for which permission is being sought in this application:

Period of Use: From _____, 20__ to _____, 20__ (“Period of Use”).

AGREEMENT PERIOD IS ONE YEAR; bracket and banner must be removed and poles restored to original condition at the end of the period. Continued use requires reapplication.

AT NO TIME WILL ADVERTISING BE PERMITTED ON ANY BANNER.

The work herein described is to be performed by the undersigned electrical contractor.

In the event this application is acceptable to the T&D Manager, it will be so indicated by having an authorized representative sign in the space provided for T&D Manager approval and forwarding a copy of the approved application to the applicant and the contractor, which document shall then constitute permission given by the T&D Manager, on behalf of LIPA, for the work and use specified in the application, subject to the conditions hereinafter set forth:

- (a) The contractor is performing the work solely on behalf and for the benefit of the applicant.
- (b) The applicant and the contractor shall obtain all necessary consents or permits required by any governmental authority and shall comply with all laws, rules and regulations applying to the work.
- (c) All attachments to LIPA’s poles shall be made by the applicant and the contractor in accordance with LIPA’s Standards for Attachment to its Facilities, a copy of which has been provided to applicant, as may be revised from time to time by the T&D Manager. LIPA’s Standards for Attachment to its Facilities is hereby incorporated by reference and made a part hereof.
- (d) LIPA reserves to itself, its successors and assigns, the right to maintain the poles and underground facilities and to operate its equipment in such a manner as will best enable LIPA to

fulfill its public service requirements. LIPA and/or the T&D Manager shall not be liable to the applicant and/or the contractor or to any other person (and the applicant and the contractor shall indemnify, protect and save LIPA and/or the T&D Manager harmless against any claims of liability made by any other person) for any interruption of any service provided by the applicant and/or the contractor, or for interference with, or any abnormality in the operation of any property owned, leased or otherwise used by the applicant and/or the contractor arising in any manner whatsoever, as a result of the activities described in this application, whether or not any such interruption or interference is caused by LIPA and/or the T&D Manager or their agents or employees as a result of the activities described in this application. The applicant and the contractor specifically waive any claims for indirect, special, consequential or punitive damages, including any claims for loss or interruption of service.

- (e) The applicant and the contractor shall exercise special precautions in performing the activities covered by this application to avoid damage to the facilities of LIPA, or any party authorized to attach to LIPA's poles and hereby assume all responsibility for any and all loss from such damage. The applicant and the contractor hereby agree to reimburse LIPA, the T&D Manager or any party authorized to attach to LIPA's poles for any costs incurred by any of them in making repairs to any of such parties' property damaged by the applicant and/or the contractor. The applicant and the contractor shall promptly advise LIPA and the T&D Manager of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by, or directly or indirectly associated with, the installation, erection, maintenance, repair, presence, use, replacement and/or removal of the applicant's decorative lighting and/or banners in connection with this application.
- (f) The applicant and the contractor hereby undertake and agree to indemnify, protect, defend and hold harmless LIPA, the T&D Manager, their subsidiaries and affiliates and their directors, officers, employees, agents, contractors and subcontractors from and against any and all losses, damages, claims, liens and expenses arising out of, or in any way connected with the applicant's and/or the contractor's installation, erection, display, maintenance, repair, presence, use, replacement and/or removal, etc. of the decorative lighting and/or banners pursuant to this application, including any and all liability imposed by law, and/or contract, and/or custom, upon LIPA, the T&D Manager, their subsidiaries and affiliates and their directors, officers, employees, agents, contractors and subcontractors, or any or all of them; and in any case LIPA and/or the T&D Manager shall have the right to demand that the applicant shall undertake to defend any and all suits and to investigate and defend any and all claims, whether justified or not, providing only that the claim or suit shall be against LIPA and/or the T&D Manager, and/or their subsidiaries and affiliates and/or their directors, officers, employees, agents, contractors and/or subcontractors.
- (g) The applicant and/or the contractor shall carry insurance at its sole expense to protect the parties hereto. The applicant and/or the contractor shall provide insurance for the term of the Period of Use, acceptable to LIPA and the T&D Manager, for the following risks and to the extent shown and shall file with the T&D Manager's Risk Manager Certificates of Insurance evidencing such coverage prior to the start of any work:
 1. Worker's Compensation meeting statutory requirements.
 2. Commercial General Liability Insurance including personal injury, contractual liability, independent contractors and broad form property damage with the following minimum liability limits: (i) \$1,000,000 per occurrence combined single limit (ii) \$2,000,000 general aggregate. This Certificate of Insurance must specifically state that the "erection, existence, maintenance and removal" of the decorative lighting and/or banners are included.

- 3. Protective Liability policy issued in the name of and covering the liability of Long Island Lighting Company d/b/a LIPA, National Grid Electric Services LLC and its subsidiaries and affiliates covering all work performed under this application, including omissions and/or supervisory acts of LIPA and/or the T&D Manager in the following limits:

Bodily Injury: \$1,000,000 combined single limit.

Property Damage: \$1,000,000

This policy must specifically state that the “erection, existence, maintenance and removal of the decorative lighting and/or banners are included. If policy described in Paragraph 2 above includes an endorsement stating that Long Island Lighting Company d/b/a LIPA, National Grid Electric Services LLC and its subsidiaries and affiliates are additional insureds with respect to operations relating to this application, the policy required by this Paragraph 3 will be waived.

- (h) The permission granted by the T&D Manager, on behalf of LIPA, to the applicant and the contractor to attach to LIPA’s poles as set forth herein shall not exceed the Period of Use unless the Period of Use is extended in a writing signed by the parties hereto.
- (i) The applicant shall be solely responsible for any and all costs associated with the installation, erection, maintenance, repair, presence, use, replacement and removal of the decorative lighting and/or banners and the restoration of the facilities to their original state at the expiration of the Period of Use. The applicant is also responsible for all costs associated with the power usage of decorative lighting.
- (j) Installations hereunder shall not, at any time, interfere with or endanger the existing wires and facilities of LIPA or others lawfully using such poles, and/or the free or safe access thereto by its employees. LIPA shall not be held responsible for damage or loss of the installation during any required repair or replacement of its poles. LIPA reserves the right to remove any banner or decorative lighting that is jeopardizing the electrical system.
- (k) The consent herein granted applies to poles owned by LIPA. It will apply to poles owned jointly by LIPA and Verizon provided that before making any attachments to such poles the party or parties receiving this permit will secure the written permission or consent of Verizon.
- (l) LIPA reserves the right to approve the content of all banners and the bracket attachment.
- (m) Any notices required by this application shall be given by registered or certified mail, return receipt requested, by overnight delivery service, or by delivering same to:

APPLICANT

Attention: _____
 Telephone No.: (____) ____ - _____
 Facsimile No.: (____) ____ - _____

CONTRACTOR

Attention: _____
 Telephone No.: (____) ____ - _____
 Facsimile No.: (____) ____ - _____

T&D MANAGER ON
BEHALF OF LIPA
 National Grid, Contract Management
 175 East Old Country Road
 Hicksville, New York 11801

Telephone No.: (516) 545-5761
 Facsimile No.: (516) 545-5734

- (n) This application and the terms and conditions herein are made in, and shall be interpreted, construed, governed and enforced in accordance with the laws of the State of New York. Any action arising out of or relating to this application and any of the terms and conditions herein shall be brought in New York State Supreme Court, Nassau or Suffolk Counties, or United States District Court for the Eastern District of New York.

If the T&D Manager, on behalf of LIPA, grants the applicant and the contractor the permission requested in this application, the applicant and the contractor each hereby effects its joint and several agreement to the terms, conditions and provisions herein set forth by causing its duly authorized representative to execute this application in the space provided below.

(SEAL)

APPLICANT:

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

ATTEST:

CONTRACTOR:

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

ACCEPTED AND AGREED TO:

NATIONAL GRID ELECTRIC SERVICES LLC
ON BEHALF OF
LONG ISLAND LIGHTING COMPANY
D/B/A LIPA

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

DECORATIVE LIGHTING INFORMATION

(Page 1 of 2)

GENERAL INFORMATION

(Applicant, the following info is required as part of your application, please print)

APPLYING ORGANIZATION: _____

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

FACSIMILE NUMBER: _____

INSTALLATION BY: _____

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

FACSIMILE NUMBER: _____

(Enter location of all decorations on application or attach sketch with all information thereon.)

(Complete page 2 then enter subtotals below)

KILOWATT HOURS

Type 1 watt total _____	Type 5 watt total _____	Total watts (1-8) _____
Type 2 watt total _____	Type 6 watt total _____	Divide by 1000
Type 3 watt total _____	Type 7 watt total _____	
Type 4 watt total _____	Type 8 watt total _____	= Total Kilowatts _____

BURNING HOURS: (circle either timeclock or photocell)

Time Clock: Hours/Day _____
 No. of Days _____
TOTAL HOURS _____

Photocell:
 No. of Days for Month of
 NOV _____ X 13.8 HRS/DAY _____
 DEC _____ X 14.4 HRS/DAY _____
 JAN _____ X 14.1 HRS/DAY _____

TOTAL HOURS _____

I, the undersigned affirm that I am authorized to represent the applicant concerning the above information and that it is correct to the best of my knowledge.

(Print Name)

(Signature)

(Title)

(Date)

For Office Use Only

WO#: _____ Date Authorized: _____ By: _____ (init.)

DECORATIVE LIGHTING INFORMATION

(Page 2 of 2)

(Complete this page then enter subtotals on page 1 under the section entitled Kilowatt Hours)

DECORATIVE LIGHT FIXTURES BY TYPE

Type 1

No. of Decorations _____
No. of Lamps Ea. Deco. _____

Total Watts _____

Type 5

No. of Decorations _____
No. of Lamps Ea. Deco. _____

Total Watts _____

Type 2

No. of Decorations _____
No. of Lamps Ea. Deco. _____

Total Watts _____

Type 6

No. of Decorations _____
No. of Lamps Ea. Deco. _____

Total Watts _____

Type 3

No. of Decorations _____
No. of Lamps Ea. Deco. _____

Total Watts _____

Type 7

No. of Decorations _____
No. of Lamps Ea. Deco. _____

Total Watts _____

Type 4

No. of Decorations _____
No. of Lamps Ea. Deco. _____

Total Watts _____

Type 8

No. of Decorations _____
No. of Lamps Ea. Deco. _____

Total Watts _____

Note: A decoration "type" may also consist of a string or several strings together as long as the same number of lamps with equal wattages are used.

BANNER INFORMATION

GENERAL INFORMATION

(Applicant, please provide the following information as part of your application, please print)

APPLYING ORGANIZATION: _____

ADDRESS: _____

CONTACT NAME : _____

TELEPHONE NUMBER: _____

FACSIMILE NUMBER: _____

INSTALLATION BY: _____

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

FACSIMILE NUMBER: _____

(Enter location of all banners on application or attach sketch with all information thereon.)

Banner Content: (attach sketch if necessary)

Bracket Details:

For Office Use Only

WO#: _____ Date Authorized: _____ By: _____ (init.)