



**GUIDELINES FOR TEMPORARY ATTACHMENT
BANNER ATTACHMENTS AND AMERICAN FLAGS OF LESS THAN 30 days**

All applicants must obtain explicit municipal approval before temporary attachments are placed on PSEG poles.

BANNERS AND BRACKETS MUST BE REMOVED AND POLES RESTORED TO ORIGINAL CONDITION IMMEDIATELY AFTER THE PERIOD OF USE HAS EXPIRED

AT NO TIME WILL ADVERTISING BE PERMITTED ON ANY BANNER

Banner Attachment Fee is \$7.04 per pole / year. LIPA reserves the right for the fee to be waived for American Flag and others attachments of nominal value.

From: **PSEG LONG ISLAND LLC
LIGHTING AND ATTACHMENTS SECTION**

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, or if it contains any advertisements.

Enclosed are:
Permission to Attach application - Including Insurance Requirements
Banner Information Form
Construction Standard

Note:

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 either Nassau or Suffolk Counties

Terrence Toland
Verizon License Administration, Agreement and Billing Manager
33 Winter St
Haverhill, MA 01830
Office: 978-372-4018
Cell: 978-994-2602

RETURN YOUR COMPLETED APPLICATION AND INSURANCE CERTIFICATE TO:

For Suffolk County Applicants:
PSEG Long Island, LLC
Attn: **Thomas Fagan**
1650 Islip Ave
Brentwood, NY 11717

For Nassau County Applicants:
PSEG Long Island, LLC
Attn: **Victor Rizzo**
175 E. Old Country Rd, Ops Building #2
Hicksville, NY 11801
Thomas Fagan: Thomas.Fagan@pseg.com
Victor Rizzo: Victor.Rizzo@pseg.com

VIA EMAIL:

**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 ELECTRIC UTILITY SERVCO LLC as agent of and acting on behalf of the LONG ISLAND LIGHTING COMPANY D/B/A LIPA ("LIPA"), 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.

Long Island Electric Utility Servco LLC ("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 _____, __ to _____, __ ("Period of Use").

Banner Attachment Fee is \$7.04 per pole / year. T&D Manager, on behalf of LIPA, reserves the right for the fee to be waived for American Flag and others attachments of nominal value.

AGREEMENT PERIOD IS 30 DAYS; bracket and banner must be removed and poles restored to original condition at the end of the period. Continued use requires reapplication. Attachments must conform to all applicable State and local laws, rules and codes. LIPA, and T&D Manager reserve the right in their sole discretion to remove any non-conforming attachment(s).

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 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 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 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, PSEG Long Island LLC, Long Island Electric Utility Servco LLC and their 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: \$1,000,000This policy must specifically state that the "erection, existence, maintenance and removal of the banners are included. If policy described in Paragraph 2 above includes an endorsement stating that Long Island Lighting Company d/b/a LIPA, PSEG Long Island LLC, Long Island Electric Utility Servco LLC and their subsidiaries and affiliates are additional insured's 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 banners and the restoration of the facilities to their original state at the expiration of the Period of Use.
- (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 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) This Agreement is not effective as until it has been executed by the Contractor, the Applicant and the T&D Manager and shall terminate on the end date of the Period of Use, or earlier at the discretion of the T&D Manager on behalf of LIPA.

- (n) 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.: (____) ____ - _____
Email: _____

CONTRACTOR

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

T&D MANAGER ON
ACTING AS AGENT AND ON BEHALF OF LIPA

For Suffolk County Applicants:

PSEG Long Island, LLC

Attn: **Thomas Fagan**

1650 Islip Ave

Brentwood, NY 11717

For Nassau County Applicants:

PSEG Long Island, LLC

Attn: **Victor Rizzo**

175 E. Old Country Rd.

Ops Building #2

Hicksville, NY 11801

- (o) 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.

APPLICANT:

By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____

CONTRACTOR:

By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____

ACCEPTED AND AGREED TO:

LONG ISLAND ELECTRIC SERVCO LLC
ACTING AS AGENT AND ON BEHALF OF
LONG ISLAND LIGHTING COMPANY
D/B/A LIPA

By: _____
(Signature)
Name: _____
(Print)
Title: _____
Date: _____

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: _____

EMAIL: _____

INSTALLATION BY: _____

ADDRESS: _____

CONTACT NAME: _____

TELEPHONE NUMBER: _____

FACSIMILE NUMBER: _____

EMAIL: _____

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

Banner Content: (attach sketch if necessary)

Bracket Details: