

BANNER POLICY

Per Resolution 08-172

Adopted 8-5-2008

BANNERS

- Organization shall contact National Grid to receive approval to have banner placed on specific light poles, for specific dates. Current Contact is Shawn Finster shawn.finster@nationalgrid.com.

Note: *The poles belong to National Grid and they have their own regulations and agreement. The requestor is only asking the City for permission to hang the banner over City Streets.*

- After approval from National Grid, send a letter addressed to the City Clerk, at least thirty days in advance of the requested dates, requesting permission to hang the banner over City Streets on specific dates and the location, citing such approval from National Grid.
- Requester should include a certificate of insurance naming the City of Oneida as additional insured, minimum liability coverage of \$1,000,000.00. We will need the full policy and not just a binder or cover letter.
- City Clerk will notify the Mayor for approval when all paperwork has been submitted.
- If approved, the letter will be stamped "APPROVED" with the Mayor's signature and date, and be placed on file in the City Clerk's office.
- If the Mayor is not available, the Deputy Mayor, City Engineer or Police Chief may authorize the hanging of the banner.
- The City Clerk will notify the requestor of approval or disapproval.
- National Grid will be responsible for hanging/removal of the banner after approval by the City.

REQUEST TO HANG BANNER OVER CITY STREET(S)

Request must be submitted at least 30 days in advance of requested date(s)

NAME OF ORGANIZATION: _____

ADDRESS: _____

CONTACT PERSON: _____

CONTACT PHONE #: _____

DATE(S) REQUESTED: _____ to _____

LOCATION: _____

NATIONAL GRID APPROVAL (Must be written approval)

Steven Higgins

Consumer Representative | Regional Account Services

National**Grid**

221 Old Campion Road

New Hartford, NY 13413

Work Cell: (315)-723-2990

Email: Steven.Higgins1@nationalgrid.com

CERTIFICATE OF INSURANCE (City of Oneida must be named as an "Additional Insured" with a minimum liability coverage of \$1,000,000)

SIGNED BY (APPLICANT): _____ **DATE:** _____

RECEIVED BY (CITY CLERK/DEPUTY): _____ **DATE:** _____

Request is hereby: Approved Denied _____

APPROVED BY: _____ **DATE:** _____

TITLE: _____

Date: _____

NIAGARA MOHAWK
300 Erie Blvd West
Syracuse, NY 13202

Dear Sirs/Madams:

In consideration of your permitting the _____ of _____, New York, hereinafter called licensee, and/or its contractor, to attach street decorations to your electric poles or other facilities in the _____ of _____, New York, during the period from _____, ___ to _____, ___, the Licensee, hereby agrees to defend, protect and save harmless Niagara Mohawk Power Corporation, its successors, assigns, officers and employees from all injury and damage to its or their property or persons and from and against any and all claims, demands, orders, injuries, damages, proceedings, suits, actions, judgments, and liabilities of every kind and nature, including but not limited to attorneys fees, arising out of, or resulting at any time hereafter from the attachment, maintenance or removal of said decorations to any and all poles and other fixtures, facilities or properties owned or used by Niagara Mohawk Power Corporation in said _____ of _____, New York.

Furthermore, we understand that Niagara Mohawk does not make any representation of warranty as to the present or future strength, condition, or state of repair of any poles, wires, or apparatus. Individuals shall by test or observation determine that poles are safe to climb. If the integrity of any pole is in question or is marked as unsafe, individuals shall confirm said condition with Niagara Mohawk and refrain from ascending the pole. Should the Licensee, or its contractor, objectively decide to ascend a questionable pole, Licensee shall assume all risk of loss and liability to any person(s) who may be injured or any property that may be damaged as a result of that action, and shall indemnify and hold harmless NMPC as indicated herein.

Before any such attachment(s) are made, the Licensee will furnish a current certificate of insurance to the System Risk Management Department at 300 Erie Boulevard West, Syracuse, New York, 13202. For the duration of this agreement, the Licensee shall maintain at its own expense, insurance policies issued by reputable insurance companies acceptable to Niagara Mohawk, which meet or exceed the requirements listed below:

1. A public liability policy insuring the Licensee against liability for injuries to persons (including death of any time resulting therefrom) and damage to property, resulting or arising from or connected with Licensee operations under this Agreement with the following minimum limits of liability per occurrence:

Bodily Injury - \$1,000,000/1,000,000
Property Damage - \$1,000,000/1,000,000
OR
Combined Single Limit - \$1,000,000
OR
BI & PD per Occurrence - \$1,000,000
General Aggregate & Product Aggregate - \$2,000,000 each

This policy shall include Contractual Liability and include Niagara Mohawk as an additional Insured.

Very truly yours,

By: _____
Name, Title

Approval of the above offer granted
contingent upon receipt of insurance
specified above.

NIAGARA MOHAWK POWER CORPORATION
By: _____

Date: _____

(Upon execution, one copy of this Agreement is to be forwarded immediately to the Manager of Insurance, System Risk Management Dept.)

Revised: August 28, 1995