

nationalgrid

May 13, 2010

Mr. Robert Martin, DPW Superintendent
Village of Saranac Lake
3 Main Street
Saranac Lake, NY 12983

Plan 1012

Richard L Burns
Lead Account Executive
Energy Solutions Services-
Northern Region

20 Pine Street
Potsdam, NY 13676
315.267.5247
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Richard.Burns@us.ngrid.com

VIA US MAIL AND E-MAIL

Subject: Policy for Attachments to National Grid Poles for Lighting or Decoration

Dear Mr. Martin:

The information you requested on attachment to National Grid poles is as follows.

If your municipality plans to hang attachments on National Grid poles during the upcoming season, we will require a fully executed Decoration Attachment Agreement between the Customer and Company. In addition, National Grid is to be named on your insurance binder as an additional insured. This form must be completed for all attachments whether they are electrically energized or not.

As a supplement to the Decoration Attachment Agreement, please include the following information regarding your proposed attachments:

- Location of attachments.
- Date to be installed/removed.
- Brief description of attachment including projected square area of attachment, weight, type of material, length of support arm and method of attachment.
- Name and telephone number of appropriate contact person.

If your attachments are to be electrically energized, please include the following information so as to help us accurately calculate your bill in compliance with the guidelines outlined in the New York Public Service Commission 220 Electricity Tariff.

Connected wattage at each location.
Operating hours.
Type on control (time clock, photocell, etc.)

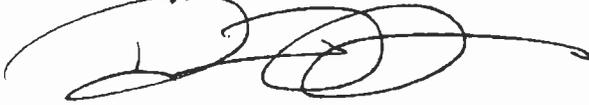
In order to remain consistent with our responsibility to provide safe and reliable electric service to our customers, we are unable to permit the installation of decorations attached to our facilities without the above requested information and approved attachment agreements.

Please return your executed agreement and applicable details no later than July 31, 2009 for National Grid review and approval.

Also, as a reminder, an attachment agreement and insurance certificate are required for any other accessory such as flags, flower baskets, waste baskets, etc. that are attached to our facilities throughout the year.

If you require further clarification or have any questions, please contact me at 315-267-5247.

Sincerely,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Richard L. Burns
Lead Account Executive

May 13, 2010

Niagara Mohawk Power Corporation d/b/a National Grid
20 Pine St
Potsdam, NY 13676

Dear Sirs/Madams:

In consideration of your permitting the **Village of Saranac Lake**, hereinafter called licensee, and/or its contractor, to attach street decorations to your electric poles or other facilities in the **Village of Saranac Lake**, New York, during the period from [start date] 5/30/2010 to [end date] 10/1/10, 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 **Village of Saranac Lake**. 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:

A public liability policy insuring the Licensee against liability for injuries to persons (including death of any time resulting there from) 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,

VILLAGE OF SARANAC LAKE

By: Robert Martin

Title: OPW Superintendent

Date: 5/17/2010

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

NIAGARA MOHAWK POWER CORPORATION

By: _____

Title: _____

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