



501 North Ocean Avenue  
Patchogue, New York 11772

November 19, 2008

Village of Westhampton Beach  
Village Hall  
Attn: Rosie Towers  
165 Mill Rd  
Westhampton Beach, NY 11978

Re: Miscellaneous Pole Attachment Agreement

Dear Ms Hall:

Enclosed please find two (2) "Pole Attachment Agreement for Miscellaneous Attachments" to Verizon owned poles and the requirements. Please fill out the cover page and pages 1, 2, 4, 10, 11 and 12. Keep blank copies of pages 11 and 12 for future requests.

Please fill out in **duplicate** and return both copies signed. Verizon will waive all application and rental attachment fees. I will sign both copies and return a copy to you for your records. Also, please enclose copies of proper insurance certificates as mentioned in this agreement. Linda Hennigsen at LIPA must also be notified. She can be reached on 516-545-4531 or 631-348-6417.

If further information is required, please do not hesitate to call me on (631) **687-8520**.

Sincerely,

Kathy Schwindt  
Reimbursable Const. Engineer

Enc. (3)



Incorporated Village of Westhampton Beach  
165 Mill Road, Westhampton Beach, New York 11978  
(631) 288-1654 \* Fax: (631) 288-4332 \* clerk@westhamptonbeach.org



Conrad Teller  
Mayor

Toni-Jo Birk  
James Kametler  
Joan Levan  
Hank Tucker  
Trustees

Kathleen McGinnis  
Village Clerk

Hermon J. Bishop  
Village Attorney



*November 25, 2008*

*Kathy Schwindt  
Reimbursable Const. Engineer  
VERIZON  
501 N. Ocean Avenue, Floor 1  
Patchogue, NY 11772*

*Dear Kathy:*

*Enclosed please find two signed pole attachment agreements to hang Holiday banners from the listed Verizon poles on Mill Road and Oak Street in our Village.*

*As soon as I am in receipt of our insurance certificate, I will fax it to you.*

*Our Highway Department plans on hanging these banners the first week of December.*

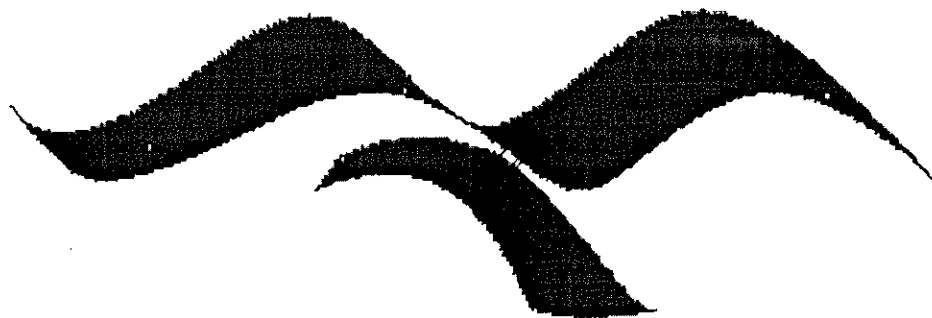
*Please forward one fully executed agreement back to us at your earliest convenience. Thank you for your assistance in this regard and have a Happy Thanksgiving.*

*Sincerely,*

*Rosey Towers  
Secretary to the Mayor*

*Encls.*





FAX TRANSMISSION SHEET

VILLAGE OF WESTHAMPTON BEACH  
FAX NUMBER: 631-288-4332

165 MILL ROAD  
WESTHAMPTON BEACH, NEW YORK 11978-2344

DATE: 11/25/08 & 12/4/08

FROM: Rosy Tauer

TO: Kathy Schmidt

COMPANY: Verizon

FAX NUMBER: 687-8512

SUBJECT: Insurance Certificate

YOU SHOULD RECEIVE 3 PAGES INCLUDING THIS COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE CALL 631-288-1654.

COMMENTS:

for Rate Attachment Agreement



**POLE ATTACHMENT AGREEMENT FOR MISCELLANEOUS ATTACHMENTS**

**between**

**Inc. Village of Westhampton Beach**

**and**

**Verizon**





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# POLE ATTACHMENT AGREEMENT FOR MISCELLANEOUS ATTACHMENTS

## PREFACE

This Agreement is made as of the 21<sup>st</sup> day of Nov., 2008 between Verizon New York, Inc., having its principal office at 140 West St., New York, NY 10007 hereinafter called "Licensor"), and W Hampton Beach, having its principal office at 165 Mill Road Westhampton Beach, NY, 11978 (hereinafter called "Licensee").

## WITNESSETH

WHEREAS, Licensee, for its own use, desires to place and maintain certain decorative attachments on the poles of Licensor; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, the placement of certain attachments by Licensee on Licensor's poles subject to the terms of this agreement;

NOW, THEREFORE, in consideration of mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

### 1. Definitions

- 1.1 Licensor - The owner or custodian of a pole, and the only party permitted to issue a license for that pole.
- 1.2 Licensee - The person, corporation or other legal entity authorized by the Licensor under this Agreement to make attachments to utility poles and the party responsible for compliance with Licensor's regulations regarding such accommodations.
- 1.3 Licensee's Attachments - Any article or device that is for the sole use of the Licensee, that requires a physical connection to the Licensor's pole.
- 1.4 Joint Owner - A person, corporation or other legal entity having an ownership interest in a pole with the Licensor.
- 1.5 Joint User - A party to a Joint Use Agreement with Licensor whereby privileges for the joint use of poles have been extended or will be extended to and from Licensor. The term "Joint Users" shall not include Licensee.
- 1.6 Other Licensees - Any person, corporation, or other legal entity other than the Licensee herein, to whom the Licensor has or hereafter shall extend an authorization to attach facilities to a pole.
- 1.7 Periodic Inspection - Inspections conducted at unscheduled intervals on portions of Licensee's facilities, to determine that Licensee's attachments are authorized and that Licensee's attachments are maintained in conformance with the required standards.
- 1.8 Pole Attachment - Any article or device in direct contact with or otherwise supported by a utility pole. For the purposes of this agreement, an attachment shall include only decorative type attachments (wreaths, banners, flags, etc.) and not cables or wires for any types of communication or signaling.
- 1.9 Post-Construction Inspection - The work operations and functions performed to measure and/or visually observe Licensee's attachments, during or shortly after completion of the construction of such facilities, to determine that all attachments have been authorized and construction conforms to the standards required by this Agreement.
- 1.10 Preconstruction Survey - The work operations and functions performed in order to process an application for pole attachments. Elements of the Preconstruction Survey include: 1/ field inspection of the existing facilities, and 2/ administrative effort required to process the application.

- 1.11 Subsequent Inspections - Inspections performed to confirm the correction of nonconformance to specification that are observed during Post-Construction or Periodic Inspections
- 1.12 Utility Pole - A pole, solely owned, jointly owned, or jointly used by the Licensor, used to support the facilities of the Licensor and joint user
- 1.13 Attachment Rate - A specified fee charged by licensor for pole attachment licenses
- 1.14 Make-Ready Work - All work, including rearrangement and/or transfer of Licensor's facilities, replacement of facilities and any other changes required to accommodate the attachment of Licensee to a pole.

## 2. **Scope of Agreement**

- 2.1 The Licensor will issue to the Licensee for any lawful purpose, revocable, nonexclusive licenses authorizing the Licensee's attachments that are fully described in Attachment 1, attached hereto, and made part hereof.
- 2.2 This Agreement is limited to only attachments described in Attachment 1, authorizing their attachment to the Licensor's poles in the City, Village or Town of Westhampton Beach County of Suffolk. Other attachments constitute a violation of this agreement.
- 2.3 Except as otherwise provisioned in the Agreement, the Agreement may not be waived or modified except by a written document that is signed by the Licensee and Licensor.

## 3. **Compliance with Applicable Law**

The parties hereto shall at all times observe and comply with, and the provisions of this Agreement are subject to, all laws, ordinances, and regulations which in any manner affect the rights and obligations of the parties hereto under this Agreement, so long as such laws, ordinances, or regulations remain in effect. Licensee agrees to indemnify and hold harmless Licensor for, from and against and defend Licensor against, any loss or damage sustained because of Licensee's noncompliance hereunder.

## 4. **Rights in Utility Poles**

No use, however extended, of a utility pole or payment of any fee or charge required hereunder shall create or vest in the Licensee any ownership or property right in such a pole.

## 5. **Requirement to Construct and Maintain a Utility Pole**

Nothing contained herein shall be construed to compel the Licensor to construct, reconstruct, retain, extend, repair, place, replace or maintain any utility pole not needed for the Licensor's own service requirements.

## 6. **Abandonment**

Nothing in this Agreement shall prevent or be construed to prevent Verizon from abandoning, selling, assigning or otherwise disposing of any poles or other Verizon property used for Licensee's Attachments; provided, however, that Verizon shall condition any such sale, assignment or other disposition subject to the rights granted to Licensee pursuant to this Agreement. Verizon shall promptly notify Licensee of any proposed sale, assignment or other disposition of any poles or other Verizon property used for Licensee's Attachments.

## 7. **Other Agreements**

Nothing contained herein shall be construed as a limitation, restriction, or prohibition against the Licensor with respect to any agreement(s) and arrangement(s) which the Licensor has entered into, or may in the future enter into, with others not covered by this Agreement, except that authorizations for attachments existing at the time of such future agreements or

arrangements shall not be diminished. The rights of Licensee shall at all times be subject to such existing and future agreement(s) or arrangement(s). The Licensor, in negotiating and entering into any such agreement(s) and arrangement(s), shall give due and reasonable regard to the Licensee's potential future interest in Licensee accommodation to a utility pole to be covered by such future agreement(s) and arrangement(s).

## **8. Assignment of Rights**

- 8.1 Licensee shall not assign or transfer any license or any authorization granted under this Agreement, and such licenses and authorizations shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Licensor, which shall be in the form of an assignment agreement satisfactory to the Licensor. Licensor shall not unreasonably withhold, condition, or delay such consent.
- 8.2 In the event such consent or consents are granted by Licensor, then the provisions of this Agreement shall apply to and bind the successors and assigns of Licensee. Licensee may, however, assign this Agreement without Licensor's consent to an entity controlling, controlled by, or under common control with Licensee or to an entity acquiring fifty-one percent (51%) or more of Licensee's stock or assets provided that any such assignment shall be subject to the assignee's being capable of assuming all of the obligations of Licensee hereunder. Any such assignment shall impose no obligations upon or be effective against Licensor, and Licensor shall have no liability to any assignee of such assignment, until Licensor has received prior notice of any such assignment. Licensee may also assign this Agreement, without Licensor's consent and without prior notice to Verizon, to an institutional mortgagee or lender providing financing to Licensee with respect to Licensee's Facilities in the event such institutional mortgagee or lender exercises its foreclosure right against Licensee and operates the Licensee Facilities on the Right of Way; provided such institutional mortgagee or lender is capable of assuming all of the obligations of the Licensee hereunder and further provided that such assignment shall not be effective against Licensor unless and until written notice of such assignment and exercise of rights is provided to Licensor. Anything herein to the contrary notwithstanding, Licensee shall not be relieved of any of its obligations hereunder without Licensor's prior written consent.
- 8.3 All notice of such assignments shall include any change to the notice address provided in paragraph 11.1.3. Within thirty (30) days of the assignment, Licensor and assignee shall execute an assignment agreement.

## **9. Permits and Consents**

- 9.1 Licensee shall be responsible for obtaining from private property owners and/or public authorities easements, rights of way, licenses, permits, permissions, certifications and/or franchises for Licensee's attachments to be on private and/or public property, at the location of the utility pole. Licensee shall be responsible for obtaining permission from any joint owner or joint user of the pole before making any attachment thereto. This permission shall be in the form of a license or other writing.

## **10. Limitation of Rights**

- 10.1 Licensee is aware and acknowledges that the Licensor is not required to maintain its pole(s) for the sole purpose of supporting the Licensee's attachment(s) and upon termination of the attachment rights provided for under this Agreement, or in the event any part or all of Licensor's pole(s) plant devoted to any attachment(s) authorized under this Agreement should be ordered removed or relocated, or the right to maintain such pole(s) is terminated by appropriate governmental or agency authority, or Court, having jurisdiction over such poles, then the attachment rights created under this Agreement shall thereupon terminate at the sole option of Licensor, and if terminated such attachment shall be forthwith removed by the Licensee at the Licensee's sole expense. Licensee acknowledges that the Licensor cannot and does not guarantee that the attachments will remain on the poles, nor will notice be given if pole(s) is (are)

removed, replaced or relocated. Substitute attachment(s) may be placed on replacement pole(s) only upon application and approval by the Licensor.

- 10.2 Licensor may remove any Licensee attachment, without notice, if in the Licensor's judgment, Licensee's attachments interfere with the safe operation, maintenance or construction of its plant.
- 10.3 Licensor may require Licensee to move, rearrange, relocate or remove any Licensee attachment, at Licensee's expense, if required due to Licensor's needs for operation, maintenance, or construction or for the attachment by another Licensee.

## 11. Notices

- 11.1 Except as otherwise provided in this Agreement, notices given by Licensee or Licensor under this Agreement:

11.1.1 shall be in writing;

11.1.2 shall be delivered (a) personally, (b) by express delivery service with next Business Day delivery, (c) by First Class, certified or registered U.S. mail, postage prepaid, or (d) by facsimile telecopy, with a copy delivered in accordance with (a), (b) or (c), preceding; and

11.1.3 shall be delivered to the following addresses of the Licensee:

To: (Licensee, name, contact, address, telephone number)

**Inc. Village of Westhampton Beach**  
165 Mill Road  
Westhampton Beach, NY 11978  
(631) 288-1654 Attn: Rosey @ Ext. 1550

To Verizon:

Verizon New York, Inc.  
RCE Floor 1  
501 North Ocean Avenue  
Patchogue, NY 11772  
Telephone Number: 631-687-8520  
Facsimile Number: 631-687-8512  
Internet Address: [Kathy.a.Schwindt@verizon.com](mailto:Kathy.a.Schwindt@verizon.com)

or to such other address as either Licensee or Licensor shall designate by proper notice.

Notices will be deemed given as of the earlier of (a) where there is personal delivery of the notice, the date of actual receipt, (b) where the notice is sent via express delivery service for next Business Day delivery, the next Business Day after the notice is sent, (c) where the notice is sent via First Class U.S. Mail, three (3) Business Days after mailing, (d) where notice is sent via certified or registered U.S. mail, the date of receipt shown on the Postal Service receipt, and (e) where the notice is sent via facsimile telecopy, if the notice is sent on a Business Day and before 5 PM. in the time zone where it is received, on the date set forth on the telecopy confirmation, or if the notice is sent on a non-Business Day or if the notice is sent after 5 PM in the time zone where it is received, the next Business Day after the date set forth on the telecopy confirmation.

## PROCEDURES

### 12. Initial Procedure

Prior to Licensee making any attachments to the Licensor's utility poles, the Licensee must conform to the requirements specified in paragraphs 13, 14, and 15, herein and pay fees as set forth in paragraphs 25 and 26, herein.

**13. Application for Authorization**

Licensee shall make written application, utilizing the form identified as Exhibit A. This form will also be used by the Licensor to grant authorization to the Licensee. The application will be reviewed, and preconstruction surveys performed, as necessary, by Licensor in order to verify its accuracy.

**14. Detailed Description of Attachments**

The Licensee shall provide to the Licensor a detailed description and parameters of the proposed attachments. The description may be written narrative and/or by the use of a sketch or sketches, which, if approved by the Licensor, will be designated as Attachment 1 to the Agreement as indicated in Subparagraph 2.1 herein. Additionally, all materials used and the method of construction of the proposed attachments must be approved by the Licensor.

**15. Consent of Joint Users**

This Agreement shall be between the Licensee and Licensors. Licensor(s) shall be the joint users, joint owners or sole owners of the poles on which the Licensee's attachments are made.

**SPECIFICATIONS**

**16. Conformance to Code**

Licensee's Facilities shall be placed and maintained in accordance with the requirements and specifications of the latest editions of the "Blue Book – Manual of Construction Procedures" (Blue Book), published by Telcordia Technologies Inc.; the "National Electrical Code" (NEC), published by the National Fire Protection Association, Inc.; the "National Electrical Safety Code" (NESC), published by the Institute of Electrical and Electronics Engineers, Inc.; and rules and regulations of the U.S. Department of Labor issued pursuant to the "Federal Occupational Safety and Health Act of 1970" as amended, (OSHA) or any other governing authority having jurisdiction over the subject matter. Where a difference in specifications may exist, the more stringent shall apply.

**17. Removal of Hazards**

If any part of the Licensee's attachments pose an immediate threat to the safety of the Licensor's employees or any other person, interfere with the performance of the Licensor's service obligations, or pose an immediate threat to the physical integrity of the pole plant, the Licensor may perform any work and/or take any action that the Licensor deems necessary to eliminate such conditions, at Licensee's expense, without prior notice to Licensee.

**18. Licensee's Employees and Agents**

Licensee shall assure that only trained, qualified employees, contractors, agents, or other representatives of Licensee shall place, maintain, remove, relocate or construct its facilities on Licensors poles or otherwise climb or ascend Licensors pole for any reason.

**INSPECTIONS**

**19. Pre-Construction Surveys**

A pre-construction survey will be required for each pole for which attachment is requested to determine the adequacy of the pole to accommodate Licensee's attachments. The field inspection will be performed by representatives of the Licensor with participation by joint owner(s), joint user(s), other Licensees and the Licensee.

**20. Post Construction, Subsequent and Periodic Inspections**

- 20.1 The Licensor reserves the right to make post-construction, subsequent and periodic inspections (of any part or all) of Licensee's attachments.
- 20.2 The making of post-construction, subsequent and/or periodic inspections or the failure to do so shall not operate to relieve Licensee of any responsibility, obligation or liability specified in this Agreement.
- 20.3 Licensor reserves the right to make periodic inspections of all or any part of the Licensee's attachments on poles owned by the Licensor and/or Joint User(s). If in Licensor's judgment inspections are required for reasons involving safety or because of an alleged violation of the terms of this Agreement by Licensee, such inspections may be made without notice and may include all of the Licensees attachments.

## **UNAUTHORIZED ATTACHMENTS**

### **21. Unauthorized Attachments**

- 21.1 If any of Licensee's attachments shall be found attached to a pole for which authorization has not been granted by the Licensor, the Licensor, without prejudice to its other rights or remedies under this Agreement, including termination or otherwise, may impose a charge and require the Licensee to submit in writing, within ten (10) days after receipt of written notification from the Licensor of the unauthorized attachment, a pole attachment application. If such application is not received by the Licensor within the specified time period, the Licensee will be required to remove its unauthorized attachment within ten (10) days of the final date for submitting the required application, or the Licensor may remove the Licensee's attachments without liability, and the cost of such removal shall be borne by the Licensee.
- 21.2 Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized attachment from its inception. Notwithstanding the above, no act or failure to act by the Licensor with regard to said unauthorized attachment shall be deemed as the authorization of the attachment; and, if any authorization should be subsequently issued, said authorization shall not operate retroactively or constitute a waiver by the Licensor of any of its rights or privileges under this Agreement, or otherwise.

## **INSURANCE, INDEMNIFICATION AND LIABILITY**

### **22. Insurance**

- 22.1 Licensee shall secure and maintain (and ensure its subcontractors, if any, secure and maintain all insurance and/or bonds required by law or this Agreement including without limitation:
  - 22.1.1 Commercial General Liability Insurance (including, but not limited to, premises-operations; explosion, collapse and underground hazard; broad form property damage; products/completed operations; contractual liability; independent contractors; personal injury) with limits of at least \$2,000,000 combined single limit for each occurrence.
  - 22.1.2 Commercial Automobile Liability insurance with limits of at least \$2,000,000 combined single limit for each occurrence. Notwithstanding, if the Licensee does not own or operate any vehicles or automobiles associated with the Licensee's business or associated with the work related to this Agreement, then the Licensee must only provide satisfactory evidence that its subcontractor(s) have purchased and maintained Commercial Automobile Liability insurance in such amount.
  - 22.1.3 Workers' Compensation insurance as required by statute and Employer's Liability insurance with limits of not less than \$1,000,000 per occurrence.



- 22.2 All policies provided by the Licensee shall be deemed primary and non-contributory to all other applicable coverages. The Commercial General Liability and Commercial Auto Liability policies must name Licensor, its subsidiaries and affiliates excluding Verizon Wireless as additional insureds. The Licensee's insurance companies must be licensed to do business in the applicable state(s) and must meet or exceed an A.M. Best rating of A-X or its equivalent.
- 22.3 All insurance must be in effect before Licensor will authorize Licensee to make attachment to Licensor's poles and shall remain in force until such facilities have been removed from all such poles. For all insurance, the Licensee must deliver an industry-recognized certificate of insurance evidencing the amount and nature of the coverage, the expiration date of the policy and stating that the policy of insurance issued to Licensee will not be cancelled without thirty (30) days written notice to Licensor. Also, where applicable, such certificate of insurance shall evidence the name of the Licensor as an additional insured. The Licensee shall submit such certificates of insurance annually to the Licensor as evidence that it has maintained all required insurance.
- 22.4 Licensee is responsible for determining whether the above minimum insurance coverages are adequate to protect its interests. The above minimum coverages shall not constitute limitations upon Licensee's liability.

### **23. Indemnification**

- 23.1 The Licensor reserves to itself, its successors and assigns, the right to relocate and maintain its poles and anchors and to operate its facilities in conjunction therewith in such a manner as will best enable it to fulfill its own service requirements. The Licensor shall be liable to Licensee only for and to the extent of any damage caused by the negligence of the Licensor's agents or employees to Licensee's facilities attached to a utility pole or anchor. The Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's facilities arising in any manner out of Licensee's use of utility poles or anchors.
- 23.2 Licensor shall exercise reasonable care to avoid damaging the facilities of Licensee attached to poles under this Agreement, and shall make an immediate report to Licensee of the occurrence of any such damage caused by Licensor's employees, agents or contractors.
- 23.3 Licensee shall exercise reasonable care to avoid damaging the facilities of Licensor and of others attached to Licensor's poles, and shall make an immediate report of damage caused by Licensee to the owner of facilities so damaged.
- 23.4 Licensor and Licensee shall each indemnify, protect and save harmless each other from and against any and all claims, demands, causes of actions and costs, including reasonable attorneys' fees, for damages to the property of the other party and other persons and injury or death to the other party's employees or other persons, including but not limited to, payments under any Workers Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the negligence or intentional misconduct of the indemnifying party as it relates to the erection, maintenance, presence, use or removal of the indemnifying party's facilities, or by any act or omission of the indemnifying party's employees, agents or contractors on or in the vicinity of Licensor's poles. The foregoing indemnity, hold harmless and defense provisions shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of the other party. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct or joint fault of Licensee and Licensor, their agents, employees or contractors, but in such case the amount of the claim for which each party is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the respective party.

- 23.5 Each party shall indemnify, protect and save harmless the other party from any and all claims, demands, causes of action and costs, including reasonable attorneys' fees, which arise directly from or are caused by the negligence or intentional misconduct of the indemnifying party as it relates to the construction, attachment or operation of its facilities on Licensor's poles, including but not limited to damages, costs and expense of relocating poles due to the loss of right-of-way or property owner consents, taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including reasonable attorneys' fees, for infringement of patents with respect to the manufacture, use and operation of the indemnifying party's facilities in combination with poles or otherwise. The foregoing indemnity shall not apply in the case of claims, which solely arise from the negligence, misconduct or other fault of the other party. It shall apply, however, if a claim is the result of the joint negligence, joint misconduct, or joint fault of Licensee and Licensor, their agents, employees or contractors, but in such case the amount of the claim for which each party is entitled to indemnification shall be limited to that portion of such claim attributable to the negligence, misconduct or other fault of the respective party.
- 23.6 Licensor and Licensee shall promptly advise the other of all claims relating to damage to property or injury to or death of persons, arising or alleged to have been caused by the erection, maintenance, repair, replacement, presence, use or removal of facilities governed by this License Agreement. Copies of all accident reports and statements made to a Licensor's or Licensee's insurer by the other Licensor or Licensee or affected entity shall be furnished promptly to the Licensor or Licensee.
- 23.7 Notwithstanding anything to the contrary herein, neither Licensor nor Licensee shall be liable to the other for any special, consequential or other indirect damages arising
- 23.8 The provisions of this Article shall survive the expiration or earlier termination of this Agreement or any license issued hereunder.

## TERMINATION OF AUTHORIZATION

### 24. Termination of Authorization

- 24.1 In addition to rights of termination provided to the Licensor under other provisions of this Agreement, the Licensor shall have the right to terminate utility pole attachment authorizations and rights granted under provisions of this Agreement where:
- 24.1.1 the Licensee's attachments are maintained or used in violation of any law or in aid of any unlawful act or undertaking, or
  - 24.1.2 the Licensee ceases to have authority to construct attachments on public or private property at the location of the particular pole covered by the authorization; or
  - 24.1.3 the Licensee fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations hereunder; or
  - 24.1.4 the Licensee attaches to a utility pole without having first been issued authorization therefore; or
  - 24.1.5 the Licensee, subject to provisions specified in the scope of the agreement, ceases to provide its services; or
  - 24.1.6 the Licensee' attachments are used by others not a party to this Agreement unless under provision of Section 7; or

- 24.1.7 the Licensee sublets or apports part of the Licensed pole attachment to an entity not a party to this Agreement unless under provision of Section 7.
- 24.2 The Licensor will promptly notify the Licensee in writing of any instances cited in Subparagraph 24.1 preceding. The Licensee shall take corrective action as necessary to eliminate the non-compliance and shall confirm in writing to the Licensor within thirty (30) days following such written notice that the non-compliance has ceased or been corrected. If Licensee fails to discontinue such non-compliance or to correct same and fails to give the required written confirmation to the Licensor within the time stated above, the Licensor may terminate the attachment authorizations granted hereunder for utility poles as to which such non-compliance shall have occurred.
- 24.3 Pole attachment authorizations and rights as granted under provisions of this Agreement may be immediately terminated by the Licensor if:
- 24.3.1 The Licensee's insurance carrier shall notify the Licensor that the policy or policies of insurance as required in Paragraph 22 will be or have been cancelled or amended so that those requirements will no longer be satisfied.
- 24.3.2 The Licensee shall fail to pay any sum due or to deposit any sum required under this Agreement.
- 24.3.3 Any authorization which may be required by any governmental or private authority for the construction, operation and maintenance of the Licensee's facilities on a utility pole is denied, revoked or cancelled.
- 24.4 Licensee may at any time remove its facilities from a pole after first giving the Licensor written notice, utilizing the form identified as Exhibit B, of Licensee's intention to so remove its facilities.
- 24.5 In the event of termination of any of the Licensee's authorizations hereunder, the Licensee will remove its attachments from the poles within thirty (30) days of the effective date of the termination; provided, however, that Licensee shall be liable for and pay all fees and charges pursuant to provisions of this Agreement to the Licensor until Licensee's attachments are actually removed from the utility poles. If the Licensee fails to remove its attachments within the specified period, the Licensor shall have the right to remove such attachments at the Licensee's expense and without any liability on the part of the Licensor for damage or injury to such attachments.
- 24.6 When Licensee's attachments are removed from a utility pole no attachment to the same utility pole or anchor shall be made until the Licensee has first complied with all of the provisions of this Agreement as though no such pole attachment had been previously made and all outstanding charges due to the Licensor for such pole attachment had been paid in full.

## **RATES AND CHARGES**

### **25. Administrative Fee**

There shall be a one-time \$500.00 administrative fee for the execution of this agreement for all permanent attachments.

### **26. Charges for Surveys**

There shall be a charge for the pre-construction surveys to be billed and paid for in advance on permanent attachments.

### **27. Charges for Make-Ready Work ( on permanent attachments)**

All costs to the Licensor associated with any make-ready work initiated by the Licensee's request for pole attachments shall be borne by the Licensee. These charges shall be billed to and paid for by the Licensee prior to the start of any make-ready work by the Licensor.

### GENERAL PROVISIONS

**28. License Not Exclusive**

Nothing herein contained shall be construed as a grant of any exclusive license, right or privilege to Licensee. Licensor shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any poles and/or anchors covered by this Agreement.

**29. Survival**

All rights and obligations hereunder granted or incurred prior to and which by their nature would continue beyond the cancellation, termination, or expiration of this Agreement shall survive such cancellation, termination, or expiration.

**30. Failure to Enforce**

Failure of Licensor to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

**31. Term of Agreement**

Unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect from the date hereof and thereafter until three (3) months after written notice of termination is given by either party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**Licensee Full Name**

Verizon

By: 

By: 

Print: Conrad W. Teller

Print: KATHY SCHWINDT  
Reimbursable Engineer  
Authorized Licensee Coordinator

Title: Mayor

Title:

Date: Nov. 21, 2008

Date: Dec 4, 2008

The Licensee shall provide to the Licensor a detailed description and parameters of the proposed attachments. The description may be written narrative and/or by the use of a sketch or sketches, which, if approved by the Licensor, will be designated as Attachment 1 to the Agreement as indicated in Subparagraph 2.1 herein

### ATTACHMENT 1

**Holiday decorations: blue canvas banners with white snowflakes**

**Banners are 30x60 inches to be hung vertically from brackets**

**Brackets are 40 inch banding**

George  
Gurdon  
897-2632



Verizon New York Inc.  
RCE Flr. 1  
501 North Ocean Ave.  
Patchogue, NY 11772

WHB, N.Y., Nov. 21 2008

Walk/ Job/Project # \_\_\_\_\_

In accordance with the terms and conditions of the Pole Attachment Agreement between us, dated as of Nov. 21, 2008, application is hereby made for a license to make attachments to the following poles which are indicated to be Verizon ownership, Joint Ownership or unmarked.

<u>Pole No. &amp; Ownership<sup>2</sup></u>	<u>Location</u>	<u>Attachment<sup>3</sup></u>	<u>Municipality</u>
#11 & 16	Oak Street	Banner	Westhampton Beach
#26 & 29	Mill Road	Banner	Westhampton Beach

Inc Village of Westhampton Beach  
(Name of Licensee)

By Conrad W. Teller  
Conrad W Teller

Title Mayor

License Number<sup>4</sup> N/A is hereby granted, for attachment to such of the above poles as have not been stricken for the above list, Dec 4, 2008.

- Applications shall be submitted in duplicate.
- Indicate T for Verizon Ownership  
Jt for Joint Ownership  
U for unmarked  
E for Electric Company Ownership

Verizon

By Karen Schwandt  
Title Reimbursable Engineer  
Authorized Licensee Coordinator

Date Dec 4, 2008

- A complete description of all facilities shall be given, including quantities, sizes and types of cables and equipment.
- This license is issued under the terms and conditions of the Pole Attachment Agreement.





NOTIFICATION OF REMOVAL OF POLE AND/OR ANCHOR ATTACHMENT BY LICENSEE

Verizon New York Inc. \_\_\_\_\_, N.Y., \_\_\_\_\_ 20 \_\_\_\_\_  
\_\_\_\_\_, New York

In accordance with the terms and conditions of the Pole Attachment Agreement between us, dated as of \_\_\_\_\_, 20 \_\_\_\_\_, kindly cancel from your records the following poles and/or anchors covered by the licenses indicated from which our attachments were removed on \_\_\_\_\_, 20 \_\_\_\_\_

<u>Pole Number</u>	<u>Pole Location</u>	<u>License Number</u>	<u>Municipality</u>
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\_\_\_\_\_  
(Name of Licensee)

By \_\_\_\_\_

Title \_\_\_\_\_

RECEIPT of the above Notice is hereby  
acknowledged, \_\_\_\_\_ 20 \_\_\_\_\_

Verizon New York Inc.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

(Submit in duplicate)



# Verizon Handout

## **Banner Specs:**

Banners to be attached to any telephone-owned pole must meet the following requirements:

- 1) Banners shall be made of non-electrical conducting material.
- 2) Banners shall be suspended by non-metallic rope securely tied to poles with no loose ends.
- 3) Maximum weight of a banner – 25 pounds
- 4) Banners shall be ventilated of cross-section area exceeds 75 square feet.

In the event the suggested maximum of weight of 25 pounds is exceeded, temporary guying of telephone facilities may be required.



Client#: 7741226

INCVIL5

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 11/25/08
PRODUCER CBS Coverage Group, Inc 111 Express Street Plainview, NY 11803 516 938-9000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED  Inc. Village of Westhampton Beach 165 Mill Road West Hampton Beach, NY 11978	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: New York Municipal Ins. Reciprocal	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	ADDY INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	MPLVWEST001	06/01/08	06/01/09	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Eq. & Cont. Umbr) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  DAMAGE LIABILITY <input type="checkbox"/> ANY AUTO  EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	MCAVWEST001	06/01/08	06/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - FA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS 9950W OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate Holder Including its Subsidiaries and Affiliates are included as Additional Insureds with respects to the coverages indicated above, as their interest may appear under contract agreement. Coverages are Primary and Non-Contributory to all other applicable coverages.

<b>CERTIFICATE HOLDER</b>  Verizon New York, Inc. RCE Floor RCE Floor 1 501 N. Ocean Ave. Patchogue, NY 11772	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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### IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

