


BUSINESS PROCEDURE

 Northeast Utilities System	SUBJECT STREET LIGHTING: MUNICIPAL-OWNED EQUIPMENT	NUMBER NB-208
DATE REVISED September 2010	DATE EFFECTIVE August 1, 2011	ISSUED BY Director-CL&P System Operations

I. PURPOSE

To set forth a policy for providing electric supply for street and security lighting where the lighting equipment is owned (or leased) and maintained by a municipality and the Company is relieved of the expense and investment in equipment and facilities used exclusively by the municipality for street and security lighting with the exception of dedicated street lighting conductors.

II. SCOPE


This policy applies only to the street and security lighting owned (or leased from third parties) and maintained by the municipality within a specifically defined geographic area of that municipality and receive service under CL&P Rate 117.

III. POLICY

A. General Policy

1. Under CL&P Rate 117, it is the municipality's responsibility to provide, own and maintain the luminaire, lamp, photocell, bracket, fixture wire, conduit, hardware and ownership identification labels except for the fixture wire molding and connectors which will be supplied by the Company at the municipality's expense after the initial connection of a new street light or security light. The Company will make the initial connection to its distribution system at no charge to the municipality. Poles used exclusively for street lighting must be owned, installed, and maintained by the municipality. However, if the extension of the Company's distribution system necessitates the use of a dedicated, overhead-fed street light pole, the municipality shall sell the pole to the Company at its current book value.
2. Dedicated street lighting conductors will be owned and maintained by the Company at no charge to the municipality. Underground conduits containing dedicated street lighting conductors will be installed, owned and maintained by the municipality.
3. Municipal-owned street lighting service is available under CL&P Rate 117. The lighting qualifying for partial street lighting service shall consist of all street lighting equipment within a specifically defined geographic area of the municipality. For purposes hereof, such a specifically defined geographic installation area of a municipality's street lighting equipment shall consist of not less than all lighting equipment on a public way lying between the intersections of that public way and two other public ways or one other public way and a dead end or the municipality's boundary.
4. A municipality may purchase street lighting equipment over a period not to exceed five years. If the Municipality elects to phase-in the purchase of its street lights

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over multiple years, the Municipality must purchase all street lights billed to the municipality's accounts within five years from the date of the first purchase. All purchase phases shall consist of contiguous geographic sections, as described in paragraph 3.

5. Upon Written request, the Company will provide the municipality with an estimated purchase price. This price will be held firm for a period not to exceed six months. Adjustments will be made, as necessary, for depreciation, installations, removals and changes that occur subsequent the calculation of the estimated purchase price.

B. Rates

1. The monthly charges for municipal-owned street lighting service shall be in accordance with CL&P Rate 117 in effect at the time of service.
2. As approved in CL&P Rate 117, a monthly charge has been assigned to the most common types and sizes of light sources. The total lamp and ballast wattage has been used to determine the charge. Twin lamps are billed at twice the listed charges. For light sources other than those listed, the appropriate charge will be determined by the total lamp and ballast wattage multiplied by the applicable charge per watt shown in the Partial Street Lighting Rate under "Other Wattage's."

C. Agreement

A signed agreement will be required between the Company and the municipality electing to take service under CL&P Rate 117. The agreement defines the specific responsibilities required by the rate and the inventory of the municipal-owned lights. A sample agreement is shown in Exhibit NB-208-A.

IV. CONDITIONS/REQUIREMENTS


A. Point of Service/Character of Service

The point of service shall be designated by the Company. The Character of Service shall normally be unmetered, 60 hertz, alternating current, 120 volts. If an extension of the Company's distribution facilities is required for municipal-owned street lighting service only, the municipality will pay for the total cost of installation. Whenever possible, NB-2 will be used to derive the customer charges. When required construction includes items not listed in NB-2, the charges will be computed by alternate means.

B. Equipment

The equipment to be installed and connected to the Company's facilities must be acceptable to the Company and other joint users or prior licensees.

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1. Only luminaires, mounting brackets and accessories which meet Company standards and applicable codes, or have received prior Company approval as equal or compatible with Company standards, will be acceptable for installation and connection to the Company's distribution system.
2. Municipal-owned equipment must include controls for daily dusk (one-half hour after sunset)-to-dawn (one-half hour before sunrise) operation, resulting in annual illumination of approximately 4,150 hours or for daily dusk (one-half hour after sunset)-to-midnight operation, resulting in annual illumination of approximately 2,210 hours. The municipality is required to use only programmable photocells that are approved by the Company if it selects dusk-to-midnight operation.

The municipality is responsible for all repair or replacement of inoperative fail-on type lighting controls within 30 days of failure. The Company reserves the right to conduct periodic inspection of municipal-owned equipment for fail-on operation of municipal lights. Repair or replacement of defective controls shall be made within 30 days of failure or within 10 days of written notification by the Company, or the equipment will be disconnected at the expense of the municipality.

3. Installations requiring operating conditions and times other than shown in B.2, above, shall be served on a metered service or the Unmetered Electric Service Rate, if they qualify.
4. Municipal-owned equipment shall contain the lamp type and size as recorded with the Company and shall be subject to a periodic field audit to confirm same. If additional lamps have been installed, or larger size lamps are found in the equipment and previously unreported as a change, the Company will correct the billing and seek restitution under Section 16-259a of the Connecticut General Statutes.

C. Records


Record keeping, as well as the engineering design, layout, mapping and written notification to the Company of changes on the system, shall be the responsibility of the municipality. For all new installations, the initial requests for service must include a map or detailed drawing showing the location by pole number; type, number and size of the lamp(s) to be installed.

All subsequent changes to an existing municipal-owned system, other than replacements of like size and type, must be reported to the Company within 30 days of the time of change. All changes must be reported (Attn: Project Manager – Streetlighting Billing and Accounting Department) in a format as shown on Exhibit B of Exhibit NB-208-A.

D. Installations and Removal


1. The Company will designate the character of service and point of connection.

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2. If necessary, the Company will extend its distribution facilities to a designated point of service and bill the municipality the Company's installation cost for that extension. Whenever possible, NB-2 will be used to derive the municipal charges. When required construction includes items not listed in NB-2, the charges will be computed by alternate means.
3. The Company, upon request, will rearrange existing distribution facilities, as required, to install a new fixture or relocate an existing fixture on an existing pole, when it has been determined by the Company that such work is feasible and the municipality agrees to pay the cost incurred (based on the Company's estimated costs). This does not preclude charges by other users such as telephone and cable television. Where such rearrangement also requires pole replacement, the municipality shall pay the estimated total cost plus the un-depreciated cost of the removed facilities with consideration for salvage.
4. The municipality may request attachment of municipal-owned street lighting equipment to Company-owned poles along streets and public ways be performed by the Company, such work will be performed by the Company at a charge to the municipality as shown in Exhibit NB-208-B under the following conditions:
 - a) Attachment is deemed feasible by the Company;
 - b) Consent of a joint-owner is either not required or can be obtained without cost to the Company;
 - c) Attachment does not conflict with existing attachments or rights of any other licensee;
 - d) Attachment does not require the consent of a private property owner (or consent is obtained).
 - e) Attachment includes the mounting of the bracket on the pole (Company or joint-owned pole) and the connection of the fixture conductors to the Company secondary conductors. The initial connection of a new street light to the Company's distribution system will be at no charge to the municipality.
5. The municipality may elect, at its sole cost, liability and expense, to have a qualified contractor or qualified municipal employees attach the municipality's street lighting equipment to Company owned poles provided the municipality:
 - a) Obtains consent from the Company that the attachment is feasible without modifications to the pole or the municipality pays for any necessary modifications.
 - b) Obtains the consent of all other joint-owners of the pole if required without cost to the Company.

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- c) Attachment does not conflict with existing attachments or rights of any other licensee.
 - d) Attachment does not require the consent of a private property owner (or consent is obtained).
 - e) Connection and disconnection to the Company's distribution system will be made by the Company following receipt of a written notice from the municipality that its street lighting equipment has been attached. This attachment includes the connection of the fixture conductors to the Company secondary conductors. The initial connection of a new street light to the Company's distribution system will be at no charge to the municipality. Under no circumstances shall a municipally owned street light be connected to or disconnected from the Company's distribution system by anyone other than authorized Company personnel.
6. Except as provided in paragraph 5, a municipality's work is limited specifically to maintenance work which includes such items as cleaning of fixture parts, relamping, replacing photo controls, replacing glassware and luminaire replacements or adjustments. All work shall be performed in accord with applicable safety codes. It will be the municipality's responsibility to ensure that no electrical potential exists between the fixture and ground.
7. All newly installed municipal-owned equipment must include an ownership identification marking or label, on the fixture, which is readily visible from the ground during daylight hours. All municipal-owned luminaires purchased from the Company shall be labeled by the municipality at the time of sale but in no case later than six (6) months from the time of sale. In addition, the equipment shall have lamp fixture identification in accordance with the latest "ANSI Standard for High Intensity Discharge Lamps and Luminaires" (ANSI Publication CI36.15 - 1980 and subsequent revisions).
8. Luminaires to be installed on overhead distribution poles by the Company will be supplied to the Company by the municipality complete with bracket, lamp, photocell, labels, fixture wires and glassware. Fixture wire molding and connectors will be supplied by the Company at the municipality's expense, except in the case of the initial connection of a new street light or security light to the Company's distribution system which will be at no charge to the municipality. Company-owned equipment will not be loaned, sold, exchanged or used for repair of municipal-owned street lighting equipment.
9. Luminaires on municipal-owned poles supplied from the Company's underground system, conduit system or direct burial distribution facilities will be connected to the Company's facilities at the base of the pole. The cost of extending facilities to that location will be borne by the municipality. The initial connection at the base of

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the pole of a new street light to the Company's distribution system will be at no charge to the municipality.

10. The Company shall have the right, but not the obligation, to inspect and discontinue service to any municipal-owned equipment which, in the opinion of the Company, has or will become unsafe for any cause beyond the Company's control or which has been connected to the Company's distribution system by unauthorized personnel. The municipality shall be promptly notified of this action.
11. When it is necessary to relocate, replace, or transfer municipal-owned equipment to substitute poles or to perform any other work in connection with said equipment that may be required by the Company or the joint-owners, such work will be performed by the Company or by the municipality's qualified contractor or qualified municipal employees at the municipality's expense.

Normally, 30 days' notice of required work will be provided to the Company. In an emergency, the Company will remove, relocate or replace the municipality's equipment and the municipality shall be billed by the Company in accordance with the charges set forth in Exhibit NB-208-B.

12. Municipal requests for installation, removal, connections or disconnects by the Company will be scheduled during normal working hours and within the requirements of the work management system. Emergency and/or unusual conditions will merit special attention.
13. When the municipality requests the Company to fix a service to a municipal-owned street light and the problem is found to be with the municipal-owned street lighting equipment, the municipality will be billed the Company's actual cost for the service call.

E. Special Condition


With notification (30 days when possible), the Company shall remove municipal-owned equipment from Company-owned facilities which are no longer required for Company or municipal purposes, or the municipality may purchase such Company-owned facilities as the municipality requires. The cost of such purchase shall be un-depreciated value of the facilities.

F. Maintenance of Dedicated Street Lighting Conductors and Conduits

Dedicated street lighting conductors will be owned and maintained by the Company. Underground conduits containing dedicated street lighting conductors will be installed, owned and maintained by the municipality.

G) Qualifications for Contractors and Municipal Employees

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Any contractor or municipal employee utilized by the municipality to perform street light maintenance work on Company owned poles shall be properly trained, certified (i.e., licensed) and, in the case of a contractor, properly insured, prior to performing such work. Such work shall be performed in accordance with all applicable federal, state and local laws, regulations, safety codes and ordinances. Prior to the commencement of any work on Company or jointly owned poles, the municipality shall provide written certification to CL&P in the form of Exhibit NB-208-C.

THE CONNECTICUT LIGHT AND POWER COMPANY
AGREEMENT FOR SERVICE UNDER
RATE 117 - PARTIAL STREET LIGHTING SERVICE

This is an agreement entered into as of the _____ day of _____, _____, by the _____ of _____ ("the Municipality"), and The Connecticut Light and Power Company ("the Company") for the supply of service under the Company's Rate 117 - Partial Street Lighting Service, as such rate may be amended from time to time. The Municipality agrees to take and the Company agrees to provide Partial Street Lighting Service for the Municipal-owned street lighting equipment described and located _____ (describe location/borders) and further detailed on Exhibit A attached hereto (as the same may be amended from time to time), under the following conditions:

1. Street lighting Equipment - For purposes of this agreement the term "street lighting equipment" shall mean the bracket, luminaire, lamp, photocell, fixture conductor, wire, hardware and controls for daily dusk-to-dawn or dusk-to-midnight operation for each lighting unit, all of which are owned by the Municipality. When the Municipality owns the mounting pole, it shall also be deemed to be street lighting equipment.

All street lighting equipment shall bear an ownership identification marking or label which is readily visible from the ground during daylight hours. All street lighting equipment purchased in place from the Company shall be so identified at the expense of the Municipality no later than six (6) months from the time of purchase. In addition, street lighting equipment shall have lamp fixture identification in accordance with the latest NEMA or ANSI Standard for High Intensity Discharge Lamps and Luminaires (ANSI Publication C 136.15 - 1980 and subsequent revisions).

Changes to the street lighting equipment shown on Exhibit A (as amended from time to time), other than replacement by like size and type, shall be reported to the Company within 30 days of the time of the change in the format as shown on Exhibit B. No street lighting equipment may be installed unless it includes controls for daily dusk (one-half hour after sunset)-to-dawn (one-half hour before sunrise) operation resulting in annual illumination of approximately 4,150 hours or for daily dusk (one-half hour after sunset)-to-midnight operation, resulting in annual illumination of approximately 2,210 hours.

Street lighting equipment may not be installed without a regulated or reactor ballast with a power factor of not less than 85%, or without attachments or connections made in accordance with the specifications of the National Electric Safety Code and Company specifications. Street lighting equipment shall at all times contain the lamp type and size as recorded with the Company and shall be subject to a periodic field audit by the Company to confirm same. If the Company finds lamps which are in addition to or larger than those reported by the Municipality, the Company will seek restitution under Section 16-259a of the Connecticut General Statutes.

2. Ownership of Street Lighting Equipment - The Municipality represents that it owns all the street lighting equipment described in Exhibit A. Dedicated street lighting conductors are owned and maintained by the Company.

If the Municipality elects to phase-in the purchase of its street lights over multiple years, the Municipality must purchase all street lights billed to the municipality's accounts within five years from the date of the first purchase.

3. Maintenance of Street Lighting Equipment - The Municipality shall maintain the street lighting equipment at its own expense. Maintenance shall not include connection or disconnection to the Company's distribution system, which shall be performed by Company personnel only. In performing such maintenance work the Municipality shall not permit its agents, employees or contractors to come

into contact with the Company pole or any other Company property, that is, they shall not climb or otherwise ascend Company poles but shall maintain the street lighting equipment on such poles by using an aerial device.

The Municipality shall insure that any maintenance work performed by or on behalf of the Municipality, or any failure to perform any such maintenance, will not cause an electrical potential to be created between the street lighting equipment and the ground.

The Municipality shall repair and replace inoperative fail-on type lighting controls within 30 days of failure or within 10 days of written notification by the Company, whichever is earlier. If the Municipality fails to do so; the Company may disconnect the affected street lighting equipment at the expense of the Municipality.

The Company shall have the right, but not the duty, to inspect and discontinue service to any Municipality-owned street lighting equipment which, in the opinion of the Company, has become unsafe for any reason, or which has been connected to the Company's distribution system by unauthorized personnel. The Company shall promptly notify the Municipality of this action.

The company-owned dedicated street lighting conductors will be maintained by the Company at no charge to the Municipality. Underground conduits containing dedicated street lighting conductors will be installed, owned and maintained by the municipality.

4. Connection and Disconnection of Street Lighting Equipment - Connection of street lighting equipment wire to, and disconnection from, the Company's distribution system will be performed by the Company personnel only upon written request of the Municipality at the expense of the Municipality. The Company will make the initial connection to its distribution system at no charge to the Municipality. Connections and disconnects will be scheduled during the Company's normal working hours and will require thirty days notice, unless emergency conditions require otherwise.

5. Installation, Removal, Replacement, Relocation and Transfer of Street Lighting Equipment The services necessary to install, remove, replace, relocate or transfer street lighting equipment attached to Company poles may, at the municipality's option be performed by the Company or by the Municipality's qualified contractor or qualified municipal employees, at the expense of the Municipality. This involves attachment or removal of the bracket to/from the Company pole. The Municipality will provide the Company with any replacement street lighting equipment. Installation, removal, replacement, relocation and transfer performed by the Company will be scheduled during the Company's normal working hours and will require thirty (30) days notice, unless emergency conditions require otherwise. Company charges are contained in NB-208 as may be amended from time to time.

If the Municipality elects to use a qualified contractor or municipal employees to perform the removal, replacement, relocation, installation or transfer of the street light mounting bracket on Company owned poles, the Municipality will certify to the Company in writing that its contractors or municipal employees meet the qualifications as stated in NB-208, Conditions/Requirements, Section G. Such certification shall be provided in the form of Exhibit NB-208-C.

When the Municipality elects to have its qualified contractor or municipal employee attach or disconnect its street lighting equipment to a Company owned pole, it will first:

- a) Obtain consent from the Company that the attachment is feasible without modifications to the pole or the municipality pays for any necessary modifications.

- b) Obtain the consent of all other joint-owners of the pole if required without cost to the Company.
- c) Verify that the attachment does not conflict with existing attachments or rights of any other licensee.
- d) Verify that the attachment does not require the consent of a private property owner (or consent is obtained).
- e) Verify that the connection and disconnection to the Company's distribution system will be made by the Company following receipt of a written notice from the municipality that it's street lighting equipment has been attached. This attachment includes the connection of the fixture conductors to the Company secondary conductors. The initial connection of a new street light to the Company's distribution system will be at no charge to the municipality. Under no circumstances shall a municipally owned street light be connected to or disconnected from the Company's distribution system by anyone other than authorized Company personnel.

When the Company determines it is necessary to relocate or transfer street lighting equipment to a substitute pole for any reason, such work will be performed by the Company or by the Municipality's qualified contractor or qualified municipal employees, at the expense of the Municipality. Examples of work requiring such a relocation or transfer includes, but are not limited to, such work required because of damage to the pole or support bracket from a storm or vehicle, and transfers necessitated by the relocation or removal of the supporting pole. Except in the case of emergency, the Company will attempt to give 30 days' notice to the Municipality of any proposed relocation or transfer of street lighting equipment.

If a third party is or may be liable for payment of some or all of the expense of removal, replacement, relocation and transfer of street lighting equipment, the Company will attempt to recover such expense from such third party, but such action shall not excuse the Municipality from payment of such expense subject to reimbursement of any portion of such expense recovered by the Company.

6. Billing - All work performed by the Company at the expense of the Municipality shall be billed to the Municipality monthly, with reasonable itemization, at the Company's then current rates for such work. All such bills shall be payable when rendered; bills paid more than 60 days after billing shall bear interest at the rate of 1 percent per month from the date of billing.

7. Rates - All charges shall be in accordance with Rate 117 - Partial Street Lighting Service in effect at the time of service. For light sources other than those listed in Rate 117, the appropriate charge will be determined by the total lamp and ballast wattage multiplied by the applicable charge per watt shown in Rate 117 under "Other Wattages." No credit shall be allowed for inoperative fixtures.

8. Indemnification - The Municipality shall indemnify and hold harmless the Company and all other owners of poles to which street lighting equipment is or may be attached from and against all claims, costs, liabilities, losses, judgments and expenses, including reasonable attorneys' fees, that may arise to, or be suffered by, any of them as a result of the Municipality's ownership or control of the street lighting equipment or occasioned wholly or in part by any act or omission of the Municipality, its agents, employees or contractors in performance of maintenance, installation removal, replacement relocation transfer or other activities involving such street lighting equipment, or the Company's distribution system.

9. Amendment of Exhibit A - The addition of street lighting equipment to that listed in Exhibit A shall be subject to mutual agreement between the Company and the Municipality and shall be subject to the Company rules and regulations with respect to acceptable fixtures and installation practices. Removals or abandonments of street lighting equipment listed in Exhibit A shall be at the option of the Municipality, provided that no such equipment shall be removed or abandoned if it would result in a violation of the conditions of Rate 117. Street lighting equipment deleted from Exhibit A shall be removed from Company owned poles by the Company or by the Municipality's qualified contractor or qualified municipal employees at the Municipality's expense.

Each amendment to Exhibit A shall be evidenced in writing, which shall be in the format as shown on Exhibit B, executed by the Municipality and the Company, and shall define the effective date.

10. Pole Space Charges - As of the date of this agreement no pole rental fee for street lighting attachments has been approved by the DPUC. Nothing herein contained shall preclude the owner(s) of any pole to which any street lighting equipment may be affixed under the terms of this agreement from hereafter charging such annual pole rental or use fee as may be approved by the Department of Public Utility Control of the State of Connecticut after a hearing held pursuant to Section 16-19(s) of the Connecticut General Statutes.

Date

By _____
Duly Authorized

THE CONNECTICUT LIGHT AND POWER COMPANY

Date

By _____
Duly Authorized

Town of _____

AGREEMENT FOR SERVICE UNDER CL&P RATE 117
PARTIAL STREET LIGHTING SERVICE

EXHIBIT A

<u>Street</u>	<u>Pole #</u>	<u>Type</u>	<u>Number of Lamps</u>	<u>Lumens</u>	<u>Total Wattage</u>	<u>Date Installed</u>
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Note:

1. Type is:
 - M - Mercury
 - S - High Pressure Sodium
 - H - Metal Halide
 - O - Ornamental
2. Total wattage includes the wattage for the lamp and ballast.
3. For municipal owned lighting equipment connected to the Company's street lighting equipment through a Company owned and maintained receptacle, the total wattage shall be the monthly equivalent wattage calculated for that receptacle.

AMENDMENT TO AGREEMENT FOR SERVICE UNDER CL&P RATE 117
PARTIAL STREET LIGHTING SERVICE
EXHIBIT B

Name _____
The Connecticut Light and Power Company
Address _____
City, State, Zip _____

Date _____

Dear Mr. or Ms. _____:

Please arrange to make the following changes or additions to billing for the municipal-owned street lighting equipment in the
____(City/Town/Borough/District/etc.)____ of _____:

INSTALLATION:

<u>Street</u>	<u>Pole #</u>	<u>Type</u>	<u>Number of Lamps</u>	<u>Lumens</u>	<u>Total Wattage</u>	<u>Date Installed</u>
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REMOVAL:

<u>Street</u>	<u>Pole #</u>	<u>Type</u>	<u>Number of Lamps</u>	<u>Lumens</u>	<u>Total Wattage</u>	<u>Date Removed</u>
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Signed: _____

Date: _____

Municipal Unit (town, fire district, etc.): _____

Number of Units in Work Group*	1	Additional Units	Not to Exceed
1. Connect (OH)	\$227	\$131	16 Units
2. Disconnect (OH)	\$227	\$131	16 Units
3. Replace Luminaire	\$369	\$273	8 Units
4. Install Bracket & Luminaire	\$334	\$238	8 Units
5. Remove Bracket & Luminaire Disconnect	\$270	\$175	12 Units
6a. Transfer Bracket & Luminaire	\$399	\$303	7 Units
6b. Transfer Bracket & Luminaire (1/2 Setup)	\$350	\$254	8 Units
7. Connect Post Top or Ornamental Pole Luminaire	\$227	\$131	16 Units
8. Disconnect Post Top or Ornamental Pole Luminaire	\$227	\$131	16 Units

* Initial Travel Time of 0.67 /man-hours (20 Minutes) based on average travel time from CL&P districts to the center of the towns they serve.

** Based on travel time of 0.10, time to travel 1/2 mile between job sites (20 MPH)

The municipality will be billed the Company's actual costs for all work for emergency conditions that require the Company to verify the safety of CL&P's facilities or to make CL&P's facilities safe.

MUNICIPAL CERTIFICATION OF CONTRACTOR AND EMPLOYEE QUALIFICATIONS

Municipality _____

a. Name of Municipal Official Providing Certification: _____

Contractor/Municipal Employee Information

a. *(Contractor) Name:* _____

b. *Home Office/Headquarters:*

Address: _____

Phone Number: () _____

Fax Number: () _____

Certification

The Municipality hereby certifies that the Contractor/Employee referenced above is properly trained, certified and licensed, and in the case of a contractor, insured, to perform installation, removal, replacement, relocation, transfer and maintenance work on street lighting equipment in close proximity to high voltage electrical conductors (the "Work"), and that such Contractor/Employee is authorized by the Municipality to perform such Work on its behalf. The Contractor/Employee is required to perform the Work on behalf of the Municipality in accordance with all applicable federal, state and local laws, regulations, safety codes and ordinances.

The Municipality further certifies that all individuals performing Work on its behalf on street lighting equipment have received full and adequate safety training. The Municipality acknowledges that the Company shall rely on this certification as proof of the qualifications of such Contractor/Employee. The Municipality shall indemnify and hold harmless the Company and all other owners of poles to which street lighting equipment is or may be attached from and against all claims, costs, liabilities, losses, judgments and expenses, including reasonable attorneys' fees, that may arise to, or be suffered by, any of them as a result of the Municipality's ownership or control of the street lighting equipment or occasioned wholly or in part by any act or omission of the Municipality, its agents, employees or contractors, in the performance of Work or any other activities of such persons involving such street lighting equipment or the Company's distribution facilities.

Dated as of this ___ day of _____, 20__.

(Official Municipal Authorization)