

October 4, 2013

BY HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**RE: The Narragansett Electric Company d/b/a National Grid
Tariff Advice Filing for Customer-Owned Street & Area Lighting Proposal
Docket No. 4442**

Dear Ms. Massaro:

Pursuant to the procedural schedule in the above-referenced docket, National Grid¹ is submitting the enclosed Agreement of Sale (Attachment 1), License Agreement for Overhead Electrical Service and Attachments to Utility Poles for Street and Area Lighting (“Overhead License Agreement”) (Attachment 2), and License Agreement for Underground Electrical Service and Attachments to Utility Structures for Street and Area Lighting (“Underground License Agreement”) (Attachment 3) (collectively, “Closing Documents”). These Closing Documents are currently used in Massachusetts when a Massachusetts city or town exercises its right to purchase street and area lighting facilities from Massachusetts Electric Company d/b/a National Grid pursuant to M.G.L. c. 164, § 34A and the Massachusetts Electric Company Street and Area Lighting – Customer Owned Equipment S-5, Retail Delivery Service Tariff (“S-5 Tariff”). The Company has not yet finalized the closing documents that will be used in Rhode Island for municipal customers that choose to purchase all the Company’s street and area lighting equipment pursuant to R.I.G.L. § 39-29-1, *et seq.* and the Company’s proposed tariff, Rate S-05, R.I.P.U.C. No. 2142. The Company will produce these Rhode Island closing documents on October 16.

Thank you for your attention to this matter. If you have any questions regarding this filing, please contact me at (401) 784-7667.

Very truly yours,



Thomas R. Teehan

Enclosures

cc: Docket 4442 Service List
Steve Scialabba
James Lanni
Karen Lyons, Esq.

¹ The Narragansett Electric Company d/b/a National Grid (“National Grid” or the “Company”).

Certificate of Service

I hereby certify that a copy of the cover letter and/or any materials accompanying this certificate were electronically transmitted to the individuals listed below. Copies of this filing will be hand delivered to the RI Public Utilities Commission and the RI Division of Public Utilities and Carriers



Joanne M. Scanlon

October 4, 2013
Date

**Docket No. 4442 - National Grid – LED Tariff Advice Filing
Service List updated 10/2/13**

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| File an original & 10 copies w/: Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888 | Luly.massaro@puc.ri.gov | 401-780-2017 |
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| | Nicholas.ucci@puc.ri.gov | |
| | Alan.nault@puc.ri.gov | |
| | Dilip.shah@puc.ri.gov | |

ATTACHMENT 1

AGREEMENT OF SALE

AGREEMENT OF SALE

This Agreement of Sale (“Agreement”), is made as of this ____ day of Month, 2013 by and between Massachusetts Electric Company d/b/a National Grid, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having its principle place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the “Seller” or the “Company” and the City or Town Name, a municipality organized and existing under the laws of the Commonwealth of Massachusetts, having its principle place of business at Street Address, City/Town, Massachusetts Zip Code (hereinafter referred to as the “Buyer”). The Seller and the Buyer may hereinafter be referred to individually as a “Party”, and, collectively, as the “Parties.”

WHEREAS, the Seller presently provides street lighting services to the Buyer pursuant to multiple Massachusetts Electric Company tariffs approved by the Massachusetts Department of Public Utilities (“MDPU”); and

WHEREAS, the Buyer has exercised its rights under section 34A of Chapter 164 of the Massachusetts General Laws (“Section 34A”) and has requested that the Company sell to the Buyer certain of the Company’s existing outdoor street and/or area lighting and associated equipment located within the boundary limits of the City/Town Name as shown and described on Exhibit A attached hereto and made a part hereof (each, individually, a “Facility” and, collectively, the “Facilities”); and

WHEREAS, the Seller, pursuant to Section 34A, has agreed to transfer the Facilities to the Buyer, subject to the terms and conditions of this Agreement; and

WHEREAS, such sale shall be made on an “as is, where is” basis and pursuant to the Massachusetts Electric Company, Street and Area Lighting – Customer Owned Equipment S-5, Retail Delivery Service Tariff (“S-5 Tariff”) approved by the MDPU.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller and Buyer agree to the following terms and conditions:

I. BASIC UNDERSTANDINGS

1. The Seller agrees to sell, and Buyer agrees to purchase, the Facilities, subject to the terms and conditions of this Agreement, the S-5 Tariff and Section 34A, on an “as is, where is” basis.
2. Upon Closing (as defined below), the Seller will convey to the Buyer all of its rights, title and interests in such Facilities; provided, however, that the Seller is not making any representations or warranties to the Buyer regarding the same.

3. The Buyer maintains sole responsibility for ensuring that the list of Facilities in Exhibit A is accurate and complete as of the Closing Date. After the Closing Date, the purchase of any outdoor street or area lights and associated equipment not included in Exhibit A (“Additional Facilities”) shall be subject to an additional purchase price calculation. If, at such time, Seller desires to sell to Buyer and Buyer desires to purchase from Seller such Additional Facilities, Buyer shall pay to Seller a new purchase price in consideration for the Additional Facilities.

4 As of the Closing Date (as defined below), the Buyer shall assume all responsibilities and obligations associated with ownership of the Facilities, including, without limitation, those contemplated by the S-5 Tariff.

5 To the extent that Seller possesses existing physical, hardcopy paper maps that appear to relate to the Facilities, and such maps are able to be copied in a legible form, Seller shall furnish the Buyer with one (1) copy of each such map in its current form (“Map(s)”) after the Closing as such Maps may be available. Seller shall not have any obligation to create any new maps for the Buyer, nor shall Seller have any obligation to review, update or correct any Maps. The Buyer assumes all risk and liability arising from the Buyer's (including any contractor, agent or representative of Buyer) use or reliance on any Map or information contained therein. SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE MAPS, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (I) WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (II) REPRESENTATIONS, WARRANTIES OR GUARANTEES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE MAPS. If and to the extent the Buyer transfers the Facilities back to the Seller, the Buyer agrees to return to Seller, at no charge, all Maps (including all revisions or updates thereto made by Buyer), together with all newly created maps with respect to the Facilities, on or before the date that the Facilities are transferred back to the Seller.

II. PURCHASE PRICE

1. The Buyer shall pay to Seller at Closing a total consideration of \$Purchase Price (“Purchase Price”) for the Facilities. The Parties acknowledge that the Purchase Price is mutually agreed and is legal and sufficient consideration for the Facilities pursuant to Section 34A.

2. The Buyer shall be solely responsible for the payment of all taxes on or relating to the Facilities, if any, following the Closing Date and thereafter. The Seller shall pay all taxes on the Facilities up to and including the Closing Date. Notwithstanding the designation of a Party as the owner of record of the Facilities for tax purposes, unless the tax liability on the Facilities is abated in its entirety as of the Closing Date, the tax liability shall be apportioned between Buyer and Seller in proportion to the number of days during such tax year within which Buyer and Seller, respectively, owned the Facilities. If the amount of the tax liability is not known or cannot be determined reliably

at the time of the Closing, the tax liability shall be apportioned on the basis of the tax assessed for the most recent tax year for which such an apportionment or determination can be made, with a reapportionment to be performed as soon as the new tax rate and valuation can be ascertained.

III. CLOSING, TITLE AND DISCLAIMER OF WARRANTIES

1. **CLOSING:** The closing of the purchase and sale of the Facilities ("Closing") shall occur on or about Month, 2013 or such other date as may be mutually agreed by the Parties ("Closing Date"). At the Closing, Buyer shall pay the Purchase Price to Seller, and Seller shall deliver to the Buyer a Bill of Sale in the form attached hereto as Exhibit B and incorporated herein by reference (the "Bill of Sale").

2. **LIENS AND ENCUMBRANCES:** Notwithstanding any provision to the contrary, Seller represents to Buyer that the Facilities are free from all liens and encumbrances that are known to the Seller.

3. **CONDITION PRECEDENT:** The Closing shall be conditioned upon the execution of the License Agreement for Overhead Sourced Street and Area Lighting and the License Agreement for Underground Sourced Street and Area Lighting between Seller and Buyer (collectively the "License Agreements"), in the forms attached hereto as Exhibits C and D, respectively, incorporated herein by reference.

4. **BILL OF SALE; DISCLAIMER OF WARRANTY:**

(a) Seller shall transfer title to the Facilities to Buyer by the Bill of Sale attached hereto as Exhibit B.

(b) THERE ARE NO PROMISES, COVENANTS OR UNDERTAKINGS WITH RESPECT TO THE FACILITIES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, EXCEPT AS SET FORTH EXPRESSLY HEREIN. THE EXPRESS COVENANT SET FORTH IN THE BILL OF SALE IS IN LIEU OF, AND SELLER DISCLAIMS, ANY AND ALL OTHER WARRANTIES, GUARANTEES, PROMISES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE FACILITIES OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT SELLER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), OR COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC), NATIONAL ELECTRIC SAFETY CODE (NESC), OR THE RULES, REGULATIONS, AND PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. THE FACILITIES ARE SOLD "AS IS." IN ADDITION, THE SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION

TO ANY THIRD PARTY WITH RESPECT TO THE FACILITIES OR ANY PART THEREOF.

IV. TRANSFER, OPERATION AND MAINTENANCE OF THE FACILITIES

1. **REMOVAL OF COMPANY DESIGNATION:** Buyer shall remove or permanently cover up, in a reasonable manner and within a reasonable time, the designation “Massachusetts Electric Company” or any other reference to Seller, Seller’s affiliates, or Seller’s predecessors in interest found on or among the Facilities, so that no reference to Seller remains visible on or among the Facilities being transferred. The foregoing sentence shall only apply to wooden poles and street light standards included in the Facilities. The Buyer shall also place Buyer identification tags on all Facilities.
2. **FACILITY IDENTIFICATION:** The Buyer shall also place Buyer identification tags on all Facilities which shall include the name of the Buyer and a number identification pursuant to the License Agreements. As Buyer places its identification tags on the Facilities or any new street lighting equipment, Buyer shall provide a quarterly inventory list to the Seller that identifies (i) any equipment on which a new identification tag has been affixed, (ii) its unique identification number per luminaire location, and (iii) the street address. The Buyer may utilize the numbering system established by the Seller. Any number identification system used by the Buyer shall be clear and comprehensive to the Seller.
3. **REPAIR AND MAINTENANCE:** From and after the Closing Date and subject to this Agreement, the Buyer shall be the sole owner of the Facilities with all rights, duties and obligations arising from, or in connection with, such ownership, including, without limitation, the obligations to repair, replace, maintain and operate the Facilities. Seller shall be responsible for the repair, replacement, maintenance, and operation of the Facilities up to, but not including, the Closing date.
4. **DEMARCATION OF OWNERSHIP:** The Parties acknowledge and agree that there may not be a physical ownership demarcation point to separate or identify ownership (post Closing) of Buyer’s Facilities from Seller’s electric distribution structures or systems. Accordingly, the Parties agree that the point of ownership demarcation shall be deemed to be the existing connection point where the applicable street light Facility is energized from the electric distribution system (“Connection Point”). The Seller shall retain ownership of the electric distribution system up to and including the Connection Point. Buyer shall own the street lighting system from the Connection Point to the luminaire inclusive of the applicable Facilities. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Seller shall, in its sole discretion, define the Connection Point.
5. **THIRD PARTY LIGHTING:** Lighting facilities (including, without limitation poles, standards, arms, brackets, wires, cable, conductor, conduit, foundations and luminaires) owned by Seller and used to provide regulated lighting services to independent third party customers (each, a “Third Party Lighting Asset” or collectively, the “Third Party

Lighting Assets”) shall not be included in the Facilities that are being transferred to the Buyer through this Agreement. The transfer of Facilities shall exclude facilities upon which Third Party Lighting Assets are attached, physically and/or electrically (“Third Party Lighting Facility(ies)”); provided, however, the Seller shall transfer the requested luminaires and associated brackets or arms to the Buyer on these facilities upon which Third Party Lighting Assets are attached. The Seller shall retain ownership of all existing Third Party Lighting Facilities. The Buyer understands that the Seller shall continue to provide the regulated lighting services to independent customers in the City/Town Name after the Closing.

6. **AUTHORITY TO PERFORM CONNECTIONS:** The Buyer shall not perform or make any connections (permanent or temporary) to, or disconnections from, or in any way handle, tamper or interfere with, or otherwise disrupt, the Seller’s electric distribution system or assets, in whole or in part, nor shall the Buyer permit or cause any third party (including without limitation, Buyer’s agent or contractor) to do so. The Seller shall be the sole Party with authority to perform or make any and all (permanent and temporary) connections or disconnections to the Seller’s electric distribution system or assets for the purpose of providing electric service to the Buyer’s outdoor street and area lighting system or otherwise in connection with the Facilities. If and to the extent the Buyer has a need for a connection to, or disconnection from the Seller’s electric distribution system or assets, the Buyer shall contact the Seller through normal customer contact channels to initiate the proper work order and scheduling, whereas Seller shall perform the necessary work, provided, that the Seller determines, in its sole discretion, that such work is appropriate under the terms of Agreement, Licenses, applicable codes, standards, laws, regulations and Seller’s practices and policies.

7. **JOINT USE INFRASTRUCTURE:** Buyer acknowledges and agrees that some of the Facilities (“Coexisting Facilities”) are currently installed or otherwise coexist, in whole or in part, on or within Seller’s conduit, vaults, or other Seller facilities, assets or infrastructure (“Joint-Use Structures”), that such Coexisting Facilities shall not be separated from the Joint Use Structures prior to Closing, and that, following Closing, the Coexisting Facilities and/or the Joint Use Structures may, from time to time, require modification or replacement. If Seller elects, in its sole discretion, to significantly modify or replace any Joint Use Structure, including, without limitation, making significant repairs or upgrades to such Joint Use Structure or associated Seller assets, or if Buyer determines that the Coexisting Facilities require significant repair, modification or replacement, or as otherwise provided in the License Agreements, it shall be the sole responsibility of the Buyer to relocate the Buyer’s Coexisting Facilities associated with such Joint Use Structure (at Buyer’s expense and in compliance with all-applicable laws, rules, regulations codes and standards (each, a “Relocation”)) as if such Coexisting Facilities were new facilities. For each such Relocation and subject to this Agreement, Buyer shall relocate the applicable Coexisting Facilities in a manner that is completely separate from the Joint Use Structure or any other Seller assets and Buyer shall be solely responsible for implementing and paying for any associated work and materials, including, without limitation, new conduit, cable and handholes.

8. **ACCESS:** The Buyer or its contractors are prohibited from, have no authority to, and shall not permit or cause any third party to, access or ingress any of the Seller's enclosed or underground primary or secondary electric distribution system infrastructure, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears. The Buyer or its contractors shall comply with all applicable codes, standards, laws, regulations, and Seller's practices and policies when accessing or making contact with any overhead or underground electric distribution system infrastructure. If and to the extent the Buyer needs to access or ingress to any of the Seller's underground or overhead electric distribution system infrastructure, the Buyer shall contact the Seller and the Seller shall respond to the Buyer's request and perform the work as requested following its normal work scheduling protocol, provided, that, the Seller determines, in its sole discretion, that such work is appropriate under the terms of applicable codes, standards, laws, regulations, any other applicable agreements between the Parties, including but not limited to the License Agreements, and Seller practices and policies.

9. **ATTACHMENT RIGHTS:** The Seller shall provide attachment rights to the Buyer to attach the Facilities to the Seller's support infrastructure and electric distribution system in accordance with the terms in the License Agreements attached hereto. The Buyer, and not the Seller, shall be solely responsible for obtaining all other necessary and appropriate attachment rights or consents required for the Buyer to maintain and operate the Facilities or otherwise required in connection with the Facilities, including, without limitation, rights to attach to support infrastructure (i.e. poles). The Buyer, and not the Seller, has the responsibility to arrange with any other support infrastructure owners (i.e. Verizon) and any other necessary parties other than Seller to obtain such attachment rights, including, without limitation, the owners or joint owners of the support infrastructure (which may be entities other than the Seller). The Seller makes no representations or warranties with respect to, and is not purporting to provide any third party (including, without limitation, Verizon) attachment rights or consents for or in connection with the Facilities.

10. **EASEMENT/ACCESS RIGHTS:** The Seller makes no representations or warranties with respect to, and is not purporting to provide, easements, rights of way or other access rights in connection with this Agreement, the License Agreements or the Facilities ("Access Rights"). The Buyer, and not the Seller, shall be solely responsible for obtaining at Buyer's sole expense any Access Rights required to maintain and operate the Facilities or otherwise required in connection with the Facilities. It is not the responsibility of the Seller to provide or deliver to the Buyer any lists or other documentation of existing easements or rights granted currently held by the Seller. Nor shall it be the Seller's responsibility to assist the Buyer in obtaining any easement or Access Rights.

11. **NEW LIGHTING FACILITIES:**

(a) All new, reconfigured or Materially Changed (as defined in the License Agreements) street lighting facilities which the Buyer requests to be connected to the Seller's electric distribution system shall meet the requirements of the Seller's

applicable engineering standards and other design requirements for customer owned Facilities (as determined by Seller) before any request for connection will be performed or completed. All customer equipment connections by the Buyer shall comply with all applicable Seller standards and requirements as provided in the License Agreements, including, but not limited to, the application of a physical disconnect in close proximity to the electric distribution system source. All new lighting/illumination sources (i.e. lamps) for existing or new lighting locations must comply with applicable Seller tariffs and policies.

(b) Buyer acknowledges and agrees that, in the event the Buyer seeks to convert to lighting/illumination sources other than those provided in Seller's tariff, (each, a "Non-Compliant Source"), Seller shall not be able to provide service for such Non-Compliant Source and Seller shall be under no obligation to permit or provide service to such Non-Compliant Source.

(c) Anything in this Agreement to the contrary notwithstanding, the Buyer understands and agrees that any new outdoor lighting within an underground residential distribution (URD) area shall be placed only in the name of the Buyer as opposed to being placed in the name of the developer or other third party.

(d) Buyer shall immediately notify Seller of the installation of any new street lighting equipment or any material change to any street lighting equipment. Seller shall provide a form to be used for such notification after the Closing.

V. LIABILITY

From and after the Closing Date, the Seller, its affiliates, and their respective officers, directors, employees, and agents, shall not be liable to Buyer or its officers, officials, employees, representatives or contractors for direct, indirect, consequential, punitive, special, exemplary, or any other damages under any theory of law that is now or may in the future be in effect, including without limitation, contract, tort, M.G.L. c. 93A, strict liability, or negligence, in connection with this Agreement, the License Agreements or the Facilities, including, without limitation, damages with respect to or arising from the condition, operation of, or failure of operation of the Facilities. The Buyer's sole remedy for recovery under this Agreement shall be limited to an equitable remedy to enforce the transfer of the Facilities under the Agreement.

Anything in this Agreement to the contrary notwithstanding, if the Buyer's liability in connection with this Agreement is limited or capped pursuant to any applicable statute or regulation, then the Seller hereto shall be entitled to elect an identical liability limitation and/or cap as if such statute or regulation were applicable to the Seller.

VI. INDEMNIFICATION

The Parties acknowledge and agree that the indemnification provisions in the License Agreements are incorporated herein by reference; provided, however, that this

Article shall not apply to any liability, loss, damages, or expense arising out of any claim from personal injury or property damage or other type of claim, in which the cause of action occurred before the Closing Date.

The Buyer agrees, to the extent permitted by law and to the extent of the Buyer's insurance coverage (under which Seller shall be named an additional insured as set forth in Article VI below) to defend and to pay, protect, indemnify and save harmless the Seller and its affiliates against and from any and all liabilities, claims, suits, fines, penalties, damages, personal injury, losses, fees (including reasonable attorneys' fees), costs, and expenses (hereinafter "Claims") arising out of or in connection with this Agreement resulting from any act, failure or omission on the part of the Buyer or its officers, officials, employees, representatives or contractors.

VI. INSURANCE

In accordance with the License Agreements, the Buyer shall, at its sole cost and expense, obtain and keep in force comprehensive general liability insurance in terms and amounts commercially reasonable (but no less than any applicable statutory or regulatory limit or cap on liability) covering any action arising in connection with this Agreement, and shall name the Seller as an additional insured thereunder. Such insurance will insure all of the indemnity obligations set forth herein and, upon request, the Buyer shall provide a certificate of insurance to Seller showing such coverage.

VII. GOVERNING LAW

This Agreement shall be governed by, performed, and construed in accordance with the laws of The Commonwealth of Massachusetts without regard to the conflicts of law principles contained therein.

VIII. PRIOR AGREEMENTS

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all previous agreements, discussions, communications, and correspondence. Any prior agreements, promises, negotiations, or representations not set forth in this Agreement are of no force or effect.

X. ASSIGNMENT, MODIFICATION

This Agreement and the rights and obligations set forth herein shall not be assigned by either Party without the written agreement of both Parties. This Agreement may not be amended or modified except in a writing signed by both Parties, and shall inure to and be binding upon the Parties and their respective successors and assigns.

XI. SEVERABILITY

If any provision of this Agreement is held invalid by any court or body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

XII. SURVIVAL

Articles I, II, III, IV, V and VI shall survive Closing.

XIII. NOTICE

Any notice given under this Agreement shall be in writing and shall be hand delivered, sent by registered or certified mail, delivered by a reputable overnight courier, or sent by facsimile with electronic confirmation of receipt, to the other party's representative as follows:

Buyer:

City/Town Name

Street Address

City/Town, State Zip Code

Attention: _____

Seller:

Massachusetts Electric Co. d/b/a National Grid

40 Sylvan Avenue

Waltham MA 02451

Attention: Outdoor Lighting & Attachments

XIV. APPLICABLE STATUTE AND TARIFF

The Parties understand and agree that this Agreement is made pursuant to Section 34A and shall be subject to the terms of the S-5 Tariff. To the extent there is any conflict between this Agreement and the S-5 Tariff, the S-5 Tariff shall govern.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

MASSACHUSETTS ELECTRIC COMPANY

By: _____

Name: Susan Fleck

Title: Vice President

Standards, Codes & Policies

CITY/TOWN NAME

By: _____

Name: Authorized Signer

Title: Title

DRAFT

EXHIBIT A
DESCRIPTION OF STREET AND AREA LIGHTING FACILITIES

DRAFT

EXHIBIT B

BILL OF SALE

MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with a principal place of business in Waltham, Middlesex County, Massachusetts ("Seller"), in consideration of \$Purchase Price paid by the City/Town Name ("Buyer"), the receipt of which is hereby acknowledged, does hereby sell, transfer and assign all its right, title, and interest unto Buyer, in the following described goods and chattels, to wit:

[Description of Facilities –Exhibit A]

THERE ARE NO PROMISES, COVENANTS OR UNDERTAKINGS WITH RESPECT TO THE FACILITIES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, EXCEPT AS SET FORTH EXPRESSLY HEREIN. THE EXPRESS COVENANT SET FORTH IN THE BILL OF SALE IS IN LIEU OF, AND SELLER DISCLAIMS, ANY AND ALL OTHER WARRANTIES, GUARANTEES, PROMISES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE FACILITIES OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT SELLER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), OR COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC), NATIONAL ELECTRIC SAFETY CODE (NESC), OR THE RULES, REGULATIONS, AND PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. THE FACILITIES ARE SOLD "AS IS." IN ADDITION, THE SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY THIRD PARTY WITH RESPECT TO THE FACILITIES OR ANY PART THEREOF.

TO HAVE AND TO HOLD the Facilities herein described unto Buyer, its successors and assigns, to its and their own use and benefit forever.

IN WITNESS WHEREOF, MASSACHUSETTS ELECTRIC COMPANY has caused these presents to be signed in its name and behalf by its duly authorized representative, this ____ day of Month, Year.

MASSACHUSETTS ELECTRIC COMPANY

By: _____

Name: Susan Fleck

Title: Vice President-Standards, Policies & Codes

Accepted as to the Terms and Conditions contained herein,

CITY/TOWN NAME

By: _____

Name: Authorized Signer

Title: Title

EXHIBIT C

**LICENSE AGREEMENT
FOR
OVERHEAD ELECTRICAL SERVICE
AND
ATTACHMENTS TO
UTILITY POLES
FOR
STREET AND AREA LIGHTING**

DRAFT

EXHIBIT D

**LICENSE AGREEMENT
FOR
UNDERGROUND ELECTRICAL SERVICE
AND
ATTACHMENTS TO
UTILITY STRUCTURES
FOR
STREET LIGHTING AND AREA LIGHTING**

DRAFT

ATTACHMENT 2

OVERHEAD LICENSE AGREEMENT



LICENSE AGREEMENT
FOR
OVERHEAD ELECTRICAL SERVICE
AND
ATTACHMENTS TO
UTILITY POLES
FOR
STREET AND AREA LIGHTING

BETWEEN

Massachusetts Electric Company
d/b/a National Grid
(LICENSOR)

AND

City/Town Name, Massachusetts
(LICENSEE)

DATED: Month __, 2013

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THIS AGREEMENT ("Agreement"), is made this [] day of [Month], 2013, by and between Massachusetts Electric Company, a corporation organized and existing under the laws of Massachusetts, having its principal office at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the "Licensor"), and the [City/Town Name], a municipal corporation organized and existing under the laws of Massachusetts, having its principal office at [Street Address, City/Town, Massachusetts Zip Code] (hereinafter referred to as the "Licensee").

WITNESSETH

WHEREAS, Licensee is a municipal government and shall own, operate and maintain street and area lighting equipment to provide street and area lighting of public ways or public lands within Licensee's municipality; and

WHEREAS, Licensee has purchased street and area lighting Facilities attached to Licensor's Poles pursuant to MGL c. 164, § 34A, and the rulings of the MDPU (formerly MDTE) interpreting said provision, and desires to retain and/or make Attachments on the Poles of Licensor, which Poles are either Jointly Owned or solely owned by Licensor; and

WHEREAS, the execution of this Agreement by and between the Licensor and Licensee is a condition to the closing of the sale of the Facilities described in the Agreement of Sale; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so, and/or is required to permit the continued existence and new placement of Attachments on Licensor's Poles in a specified geographic area, where reasonably available and where such use will not interfere with Licensor's service requirements and obligations or the use of its facilities by others subject to the terms of this Agreement;

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

1.0 DEFINITIONS

Whenever used in this Agreement with initial capitalization, the following terms shall have the following meanings:

1.1 "Agreement of Sale" shall mean the agreement pursuant to which Licensor sold and Licensee purchased the Facilities subject to this Agreement.

1.2 "Attachment" shall mean the Facilities, including without limitation; (i) any single luminaire and its supporting bracket, owned by Licensee, placed on Licensor's Pole and used for providing street or area lighting of public ways or public lands and/or (ii) any wire, conductor or circuitry owned by Licensee, limited to the specific wiring of an individual luminaire and/or a conductor span from a Licensee owned pole and including Guy Strand(s), placed on Licensor's pole and connected to the distribution system at the Connection Point for which it is used solely for delivering electrical energy to such luminaire.

1.3 "Connection Point" shall have the meaning ascribed to it in the Agreement of Sale, as further defined herein and as the Parties understand such to be where the street light Facility is energized from the electric distribution system or similarly referenced as the point of ownership demarcation. The Licensor shall own the electric distribution system up to and including the Connection Point. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Licensor, at its sole discretion, shall define the Connection Point.

1.4 "Facilities" shall have the meaning ascribed to it in the Agreement of Sale and further defined herein and limited to, or inclusive of, additional facilities purchased or components or equipment having the sole purpose and function to provide outdoor illumination of streets or areas including the associated support infrastructure and electrical circuitry compliant with applicable regulations, codes or policies.

1.5 "Field Survey" shall mean an on-site audit and/or office asset record review, requested by Licensee, of the Pole(s) on which Licensee proposes to: (i) make a new Attachment(s), (ii) relocate an existing Attachment(s), or (iii) Materially Change an existing Attachment(s), performed by Licensor in order to determine if the Pole(s) can safely accommodate the requested Attachment.

1.6 "Identification Tags" shall mean markings, labels or other displays that indicate ownership and function of Licensee's Facilities.

1.7 "Joint Owner" or "JO" shall mean a person, firm, or corporation sharing an ownership interest in a Pole and/or anchor rod with Licensor.

1.8 "Joint User" shall mean any other public utility, which shall now or hereafter have the right to use any of Licensor's Poles. The term "Joint User" shall not include Licensee.

1.9 "Make-Ready Work" shall mean the work, identified through the Licensee requested Field Survey, required to safely accommodate Licensee's requested Attachments on Licensor's Pole(s), including the reconfiguration and/or transfer of existing facilities on a Pole, the replacement of a Pole, or any other modifications or upgrades required to accommodate Licensee's Attachments safely on Licensor's Pole(s).

1.10 "Material Change", "Materially Change" or "Materially Changed" shall mean any alteration, modification or replacement made to the existing Facilities that changes its characteristics associated with the; licensed specifications or description, mode of operation or

maintenance, physical attributes, use of Poles by Licensor or Other Licensees, attributes related to billing, and/or financial reporting considered as a capital investment.

1.11 "MDPU" shall mean the Massachusetts Department of Public Utilities (formerly referred to as the "MDTE", Massachusetts Department of Telecommunications and Energy).

1.12 "Other Licensee" shall mean any entity, other than Licensee as defined herein or a Joint User, to whom Licensor has extended or hereafter shall extend the privilege of attaching equipment or facilities to Licensor's Pole(s).

1.13 "Pole" shall mean any vertically oriented utility structure constructed predominately of treated wood, including metal, composites and concrete used to support electrical conductors and other utility equipment necessary to facilitate the operation of an electric distribution system and used for Attachments.

1.14 "Removal Rights" shall refer to the rights pursuant to this Agreement or to applicable laws granting Licensor certain legal rights and/or recourse to request or perform the removal of certain Attachments.

1.15 "Sole Owner" or "SO" shall mean a person, firm, or corporation having and maintaining a singular ownership interest in a Pole and/or anchor rod.

2.0 SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee, revocable, nonexclusive licenses authorizing Licensee's Attachments to Licensor's Structures within the **City/Town Name**, for the sole purpose of providing street or area lighting of public ways or public lands. The license(s) shall (1) authorize existing and future Attachments upon Licensor's Poles, (2) provide definition of individual Facilities through the designation of a unique identification reference, (3) utilize the identification reference as the individual license reference, (4) recognize Facilities that are considered Attachments based solely upon the extended use of the Connection Point, and (5) represent Facilities for the purpose of inventory and billing administration. This Agreement shall govern with respect to licenses issued to Licensee's existing or future Attachments. The application for licenses or listing of current licenses shall be in the form attached hereto as APPENDIX II, Form A-1 (Application to Street Light Pole Attachment License) and A-2 (Street Light Pole Attachment License), respectively.

2.2 No use, however extended, of Licensor's Poles or the payment of any fees or charges by Licensee as required under this Agreement shall create or vest in Licensee any ownership or property rights in such Poles. Licensee's rights herein shall be and shall remain a license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licensor's rights to use the public or private property at the location of Licensor's Poles.

2.3 Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place, or maintain any Pole or other facilities not needed for Licensor's own service requirements. This paragraph is not intended to limit the obligation of Licensor to provide electric distribution service to Attachments pursuant to Licensor's tariffs.

2.4 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) that Licensor has heretofore entered into, or may in the future enter into, with Other Licensees not party to this Agreement regarding the Poles covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing and future agreement(s) or arrangement(s) between Licensor and any Joint Owner(s), Joint User(s) or Other Licensees of Licensor's Poles. Anything in this Agreement to the contrary notwithstanding nothing contained in this Agreement shall be construed to grant, and Licensor makes no representations or warranties with respect to, and is not purporting to provide, any third party or Joint Owner attachment rights, licenses or consents for or in connection with the Attachments. Licensee shall be and remain solely responsible for obtaining all necessary and appropriate attachment rights or consents required in connection with the Attachments. The Licensee is solely responsible to seek out the necessary parties to obtain such attachment rights, including, without limitation, the owners or Joint Owners of the applicable Poles or other assets to which the Attachments are or will be attached.

2.5 Nothing contained in this Agreement shall be construed to grant any rights to Licensee to include any wired or wireless hardware, equipment, apparatus, or device as part of any Attachment authorized by Licensor under the terms of this Agreement.

2.6 Except as otherwise provided herein, Licensor and Licensee hereby agree that this Agreement shall govern with respect to the Attachments and supersede any applicable provision that may be contained in the Agreement of Sale.

3.0 FEES AND CHARGES

3.1 Licensee shall pay to Licensor the fees and charges, calculated in accordance with appropriate state and/or federal rules and regulations and as specified in applicable tariffs and in accordance with the terms and conditions of APPENDIX I, attached hereto and incorporated herein by reference, Article 4.0, Article 8.0, and APPENDIX II, Forms B-1 and B-2.

3.2 Nonpayment of any authorized work and the corresponding amount due under this Agreement shall constitute a default of this Agreement, and Licensor shall be entitled to exercise all of its rights and remedies under this Agreement, including but not limited to, termination rights under Article 19.0.

3.3 Licensor may change the amount of fees and charges specified in APPENDIX I by giving Licensee no fewer than sixty (60) days written notice prior to the date the change becomes effective. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty (60) day notice period if the change in fees and

charges is not acceptable to Licensee, provided that Licensee gives Licensor no fewer than thirty (30) days written notice of its election to terminate this Agreement prior to the end of such sixty (60) day period. Upon said termination, Licensee shall be responsible for the removal of all Licensee's Attachments unless otherwise specified in accordance with and to the extent authorized by Article 19.0.

4.0 PAYMENTS

4.1 As described in Section 8.2, a Field Survey is required for each Pole on which Licensee requests to install an Attachment or on which Licensee proposes to relocate or Materially Change an existing Attachment. Prior to Licensor's performance of the required Field Survey, Licensee shall authorize Licensor to perform such Field Survey and Licensee shall make advance payment to Licensor in the amount specified by Licensor to cover Licensor's estimated cost to perform and complete the required Field Survey, as described in Section 8.2. The parties agree that upon completion of the Field Survey by Licensor, no adjustment of the Field Survey costs paid by Licensee shall be made to reflect Licensor's actual costs to perform the Field Survey, whether or not Licensor's actual costs are more or less than the estimated costs paid by Licensee. The current standard charge assessed to Licensee and all Other Licensees for the Field Survey can be found in APPENDIX I, Schedule of Fees and Charges and is based on Licensor's current estimated cost to perform and complete the Field Survey. Licensor reserves the right to change such standard charge assessed to Licensee and all Other Licensees from time to time and to provide written notice as stated in Section 3.3 for the Field Survey. In addition to the standard charge, Licensor's estimated total costs shall include applicable permits, work zone protection and other functions which may be required to perform the Field Survey at any specific location. For each Application for Street Light Pole Attachment License, the required Field Survey shall not be conducted until the total cost amount of the Field Survey has been specified by Licensor, the Field Survey has been authorized by Licensee, and Licensee has made advance payment to Licensor in the amount specified by Licensor.

4.2 Prior to Licensor's performance of any required Make-Ready Work, Licensee shall authorize Licensor, in accordance with Article 8.0, to perform such required Make-Ready Work, and Licensee shall make advance payment to Licensor in the amount specified by Licensor. Such specified amount shall be sufficient to cover Licensor's estimated cost to perform and complete the required Make-Ready Work. The parties agree that upon completion of the Make-Ready Work by Licensor, no adjustment of the Make-Ready Work costs paid by Licensee shall be made to reflect Licensor's actual costs to perform the Make-Ready Work, whether or not Licensor's actual costs are more or less than the estimated costs paid by Licensee.

4.3 Licensee shall pay the fees and charges for the purposes and as described in APPENDIX I to this Agreement and/or applicable tariffs.

5.0 SPECIFICATIONS

5.1 Licensee's Attachments shall be placed, maintained, and removed in accordance with the applicable requirements and specifications of the most recent editions of the National Electrical Code (NEC); the National Electrical Safety Code (NESC); the rules, regulations, and provisions of the Occupational Safety and Health Act (OSHA); and any governing authority having jurisdiction over the subject matter of this Agreement, as each may be amended from time to time. In addition, upon the performance of a Licensee requested Field Survey, Licensee's Attachments, which are the subject of the Field Survey, shall be placed, maintained, and removed in accordance with all safety-related requirements and specifications of the most recent edition of the Licensor's engineering standards, as may be amended from time to time, in effect at the time the Field Survey for such Attachments is performed. Licensee shall participate in any forum, group or organization, and utilize any designated common information management system, solely at the Licensee's cost, established to facilitate communications, priority, schedule and any other functions necessary to manage, locate or identify the attachment assets and actions of all licensees and facility owner(s).

5.2 To the extent authorized by Article 18.0, if Licensee's Attachments or any part(s) thereof are not placed, maintained, and removed in accordance with Section 5.1, Licensor may, upon ten (10) days' written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's Attachments from any or all of Licensor's Poles or perform such other work and take such other action in connection with said Attachments that Licensor deems necessary or advisable to provide for the safety of the public or Licensor's employees or performance of Licensor's service obligations, at the cost and expense of Licensee and without any liability incurred by Licensor to Licensee therefore; provided, however, that when in the reasonable judgment of Licensor such a condition may endanger the safety of Licensor's employees or contractors, other persons or property or interfere with the performance of Licensor's service obligations, Licensor may take such action in its sole discretion without liability and without prior notice, written or otherwise, to Licensee.

5.3 If Licensor reasonably determines that an emergency condition exists, Licensor may rearrange, transfer, de-energize or remove Licensee's Attachments on Licensor's Poles at the cost and expense of Licensee and without any liability incurred by Licensor to Licensee for loss of service and/or damage or injury to Licensee's Attachments.

5.4 Licensee shall install in-line fuse assemblies or another form of Licensor approved physical disconnect device to function as an electrical separation between Licensor's and Licensee's systems and provide a designated level of electrical system protection. This disconnect device shall be located in close proximity to the energizing source Connection Point, accessible to both Licensor and Licensee, installed in conformance with Licensor's Overhead

Electrical Construction Standards and be connected to the electrical distribution system's energized lead of the aerial conductor designated by Licensor for use by the street or area light(s). The installation of these disconnect devices shall occur during each Facility Material Change or prior to each Licensor connection or reconnection or as otherwise provided in the Agreement of Sale. All existing overhead sourced Facilities shall be so equipped within ten (10) years following execution of the Agreement of Sale. For avoidance of doubt, Licensor shall own the electric distribution system from and including the Connection Point and the Licensee shall own the street lighting equipment from the Connection Point to the applicable luminaire. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Licensor shall, in its sole discretion, determine the applicable demarcation point with respect to electric distribution equipment and the Facilities.

5.5 Licensee shall remove or permanently cover up, in a reasonable manner and within a reasonable time not to exceed a period of five (5) years, the designation "Massachusetts Electric Company" or any other reference to Licensor, Licensor's affiliates, or Licensor's predecessors in interest found on or among the Facilities so that no reference to Licensor remains visible on or among the Facilities being transferred from Licensor to Licensee. The foregoing sentence shall only apply to wooden poles and street light standards included in the Facilities. The Licensee shall also place Licensee Identification Tags on all Attachments which shall include the name of the Licensee. The Licensor, in its sole discretion, shall have the right to approve or reject all Identification Tags that vary from those described in APPENDIX II, Form E.

5.6 Licensee shall maintain applicable National Electrical Manufacturers Association (NEMA) or other industry standard labeling upon each luminaire, in a clear and legible condition, to identify the type of light source and associated wattage or lumen output.

5.7 Licensee shall utilize Licensor's pole location identification reference or shall maintain an appropriate means of light location identification (i.e. numbering system) in conjunction with and/or coordinated to the Licensor's pole location identification reference to maintain a unique reference which shall be clear, legible, comprehensive and visible from the street side of the Facilities. The Licensee shall provide to the Licensor an inventory list at the end of each calendar quarter that identifies any Facilities on which a new identification reference per luminaire location has been assigned and the street address. Any number identification system used by the Licensee must be clear, comprehensive and approved by the Licensor.

6.0 LEGAL REQUIREMENTS

6.1 Licensee shall be responsible for obtaining from the appropriate public and/or private authority any authorizations required to construct, operate, and/or maintain its Attachments on the public and private property at the location of Licensor's Poles for which Licensee has obtained Street Light Pole Attachment Licenses under this Agreement and shall

submit to Licensor evidence of such authorizations before making Attachments on such public and/or private property.

6.2 The provisions of this Agreement are subject to, and the parties hereto shall at all times observe and comply with, all laws, ordinances, regulations, and rulings that in any manner affect the rights and obligations of the parties hereto, so long as such laws, ordinances, regulations, or rulings remain in effect.

6.3 No license granted under this Agreement shall extend to any of Licensor's Poles where the placement of Licensee's Attachments would result in a forfeiture of the rights of Licensor or Joint Users to occupy the property on which such Poles are located. If placement of Licensee's Attachments would result in a forfeiture of the rights of Licensor or Joint Users, or both, to occupy such property, Licensee agrees to remove its Attachments forthwith; and Licensee agrees to pay Licensor or Joint Users, or both, all losses, damages, and costs incurred as a result thereof.

6.4 Neither this Agreement nor the payment of any fees under this Agreement shall be used by any party hereto as evidence that the space occupied by Licensee's Attachments is either usable or unusable space.

7.0 ISSUANCE OF LICENSES

7.1 Licensor agrees that it will authorize the Street Light Pole Attachment License(s), attached as APPENDIX II, Form A-1 hereto, simultaneously with the execution of this Agreement for Facilities purchased by Licensee from Licensor prior to the date hereof.

7.2 Prior to the placement, relocation, or Material Change by Licensee of any Attachment to any Pole of Licensor, Licensee shall make application for and have received a license therefore from Licensor in the form of APPENDIX II, Forms A-1 (Application for Street Light Pole Attachment License and Street Light Pole Attachment License) and A-2 (Street Light and Pole Details).

7.3 For the Licensor to provide the Attachment license and to maintain quality assurance of the billing records, Licensee shall issue to Licensor within 15 days of the beginning of each calendar year, and as otherwise requested by Licensor, a complete and detailed listing of all Facilities in-service as of December 31 of the preceding calendar year. The minimum detail to be provided shall meet the requirements designated for the Application for Street Light Pole Attachment License and Street Light and Pole Details (as defined in APPENDIX I). Licensee shall provide to Licensor a similar list of Facilities which are in-service upon request by Licensor. Such requests shall be limited to no more than one every 90 days. The Licensee shall be capable of providing the list of Facilities in a form approved by Licensor. The Licensor may perform random field audits of Facilities for the purpose of quality assurance of the information on the list provided by the Licensee. To the extent there are any differences between the Licensee's

list of Facilities and the Licensor's list of Attachments which cannot be reconciled to the satisfaction of the Licensor such differences shall be resolved through compliance with the terms and conditions of this Agreement applicable statutes and tariffs.

8.0 MAKE-READY WORK

8.1 All new, Material Changed or reconfigured Facilities which the Licensee requests to be connected to the Licensor's electric distribution system must meet the requirements of the Licensor's engineering standards and other designated design configurations for customer owned facilities (as determined by Licensor in its sole discretion); Licensor shall not connect any new Materially Changed or reconfigured Facilities that fail to meet such standards. All equipment connections by the Licensee shall comply with all applicable Licensor standards and requirements, including, but not limited to, the application of a physical disconnect in close proximity to the Licensor provided connection to the electric distribution system.

8.2 A Field Survey is required for each Pole on which Licensee requests to install an Attachment or on which Licensee proposes to relocate or Materially Change its existing Attachment(s) in order to determine whether or not the Pole is adequate to accommodate Licensee's Attachment(s). If, as a result of the Field Survey, a determination is made that the requested Attachment cannot be accommodated safely on said Pole(s), the Field Survey shall identify what work, if any, is necessary to make the pole(s) ready to accommodate the requested Attachment, and provide the basis for estimating the cost of this work. The Licensor acknowledges that the Licensee will not request a Field Survey if Licensee replaces an existing Facility with a new Facility having the same physical and operational characteristics and in the same location and orientation as the existing Facility being replaced, (i.e. in-kind replacement). The Licensee is to provide Licensor a written request for each Field Survey providing appropriate description and engineering detail to define the proposed Attachment. The Licensor shall provide Licensee a Field Survey estimate representing all anticipated costs. Licensor shall perform the Field Survey(s) following receipt of the Licensee's written authorization to proceed and the advance payment of the estimated total cost amount specified by the Licensor for all Field Survey(s) work in accordance with the provisions of Article 4.0.

8.3 In the event Licensor determines that a Pole on which Licensee desires to install a new Attachment or on which Licensee proposes to reconfigure, relocate or Materially Change its Attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Attachments of Licensee in accordance with the specifications set forth in Article 5.0, Licensor will indicate on the Authorization for Pole Make-Ready Work (APPENDIX II, Form B-2) the cost of the required Make-Ready Work and will send the Authorization for Pole Make-Ready Work to Licensee.

8.4 Any required Make-Ready Work will be performed following receipt by Licensor of the completed Authorization for Pole Make-Ready Work and Licensee's advance payment in the amount specified by the Licensor. Licensee shall pay Licensor for all Make-Ready Work in accordance with the provisions of Article 4.0, and shall also reimburse the owner(s) of other facilities attached to said Poles for any expense incurred by such owner(s) of other facilities in transferring or rearranging such facilities to accommodate installation, reconfiguration or removal of Licensee's Attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for Pole replacements or for reconfiguration of Attachments on Licensor's Poles by reason of the use by Licensor or other authorized user(s) of any additional space resulting from such replacement or reconfiguration. Any federal, state, or local taxes incurred upon Licensor's receipt of these amounts from Licensee will be added to Licensee's Make-Ready Work costs on a grossed up basis, as applicable and determined by the scope of work being performed.

8.5 Licensor reserves the right to refuse to grant a Street Light Pole Attachment License to Licensee or refuse authorization for the relocation or replacement of Attachments on a Pole when Licensor reasonably determines that: (i) the space on such Pole is required for the safe operation of Licensor's distribution system, (ii) such Pole may not be replaced, (iii) the existing Facilities on such Pole may not be rearranged to accommodate Licensee's Attachments, or (iv) the proposed Licensee Facilities will negatively impact other customer services provided by Licensor. For the avoidance of doubt, the parties understand and agree that the list of above-mentioned conditions is not an exhaustive list as other conditions may exist that would require Licensor to refuse to grant a license.

8.6 If Licensor, or Joint Owner with whom it has a Joint Use agreement, for its own service requirements, needs to attach additional facilities to any of Licensor's Poles upon which Licensee has Facilities attached, Licensee shall either;

(a) reconfigure its Attachment(s) on the Pole(s) or transfer its Attachment(s) to any replacement Pole(s) as determined by Licensor so that the additional facilities of Licensor or Joint Owner may be attached. When such reconfiguration or transfer is required to install Licensor's or Joint Owner's additional attachments, Licensee shall assume the expense of such reconfigurations or transfer of Licensee's Facilities by Licensee. This paragraph also applies to circumstances under which: (i) an agency of government, whether local, state or federal, requires the removal, relocation, or modification of a Pole affecting Licensee's Attachment(s) or (ii) a Pole must be repaired or replaced for any reason, including when such repair or replacement is performed to accommodate additional attachments of Licensor or Joint Owner.

(b) not reconfigure or transfer its Attachments within fifteen (15) days after receipt of written notice from Licensor requesting such reconfiguration or transfer, Licensor or Joint User may perform or have performed such reconfiguration or transfer of

Licensee's Attachments to accommodate additional Attachment, modifications, rearrangements, replacements or relocations of Licensor's or Joint Owner Attachments. Licensee shall reimburse the Licensor for all expenses incurred with the Make-Ready Work performed by Licensor. Where such reconfiguration or transfer of Licensee's Attachments is completed by Licensor due to: (i) the requirements of a government agency, whether local, state or federal, for the removal, relocation, or modification of a Pole affecting Licensee's Attachments or (ii) a Pole must be repaired or replaced for any reason, including when such repair or replacement is performed to accommodate additional attachments of Licensor or Joint Owner, Licensee agrees to pay the costs thereof.

8.7 If another Licensee or other third party needs to attach additional facilities to any of Licensor's Poles to which Licensee is attached, Licensee shall:

(a) reconfigure its Attachment(s) on the Pole(s) or transfer its Attachment(s) to any replacement Pole(s) as determined by Licensor so that the additional facilities of another Licensee or other third party may be attached. When such reconfiguration or transfer is required to accommodate the Attachment of another Licensee or third party, Licensee shall assume the expenses of such reconfiguration or transfer of Licensee's Facilities. Licensee retains and reserves all rights to recover and be reimbursed by the other Licensee or third party for such reconfiguration or transfer of Licensee's attachments.

(b) not rearrange or transfer its Attachments within fifteen (15) days after receipt of written notice from Licensor requesting such reconfiguration or transfer, Licensor or Joint User may perform or have performed such reconfiguration or transfer. Licensee shall be responsible for the expenses of such reconfiguration, transfer or removal performed by Licensor on behalf of Licensee in accordance with the provisions of Article 4.0. Licensee shall be given sixty (60) days notice prior to the performance of the Make-Ready Work associated with such reconfiguration, transfer or removal to establish expense reimbursement terms with the Other Licensee or third party. Licensee has sole responsibility for the recovery of the costs of the reconfiguration, transfer or removal of Licensee's Attachments from such Other Licensee or third party.

8.8 Licensor may, when it reasonably deems an emergency to exist, rearrange, transfer, de-energize or remove Licensee's Attachments on or from Licensor's poles, at Licensee's expense, and without any liability on the part of the Licensor for loss of service provided by Licensee or any damage or injury to Licensee's Attachments.

8.9 Licensor will endeavor to perform all Make-Ready Work to accommodate Licensee's Attachments as a part of its normal scheduled workload.

8.10 All existing and new Facilities must comply with applicable Licensor tariffs and

policies. All lighting or illumination sources (i.e. lamps) will be compliant with the energy consumption schedules and defined hours of operation as set-forth in the tariffs. Licensee acknowledges and agrees that, in the event that Licensee seeks to convert, replace or otherwise use a lighting or illumination source other than those provided in Licensor's applicable tariff, or operate such Facilities in a manner other than as stated in Licensor's applicable tariff, ("Non-Compliant Facilities"), Licensor shall be under no obligation to permit or provide service to such Non-Compliant Facilities. In the event Licensor elects, in its sole discretion, to accommodate such Non-Compliant Facilities, a separate agreement between Licensee and Licensor shall be executed. Such agreement shall be subject to applicable regulatory consent or approval prior to the application of the agreement.

9.0 CONSTRUCTION, MAINTENANCE, AND REMOVAL OF ATTACHMENTS

9.1 Licensee shall, at its own expense and in accordance with the terms and conditions set forth in this Agreement, construct and maintain its Attachments on Licensor's Poles in a safe condition and in a manner that: (i) does not interfere with Licensor's operation of its electric distribution system, (ii) conflict with the use of Licensor's Poles by Licensor or by any other authorized user of Licensor's Poles, or (iii) electrically interfere with Licensor's facilities attached thereon.

9.2 Licensor shall specify the point or area of attachment on each of Licensor's Poles to be occupied by Licensee's Attachments. Where Attachments of multiple Licensees are involved, Licensor will attempt, where possible, to designate the same relative position on each Pole for each Licensee's Attachments.

9.3 Licensee shall obtain specific written authorization from Licensor before any relocation or Material Change to its Attachments, other than an in-kind replacement, on Licensor's Poles, in accordance with Section 7.1 of this Agreement.

9.4 Licensee and its contractors shall not perform or make any connections (permanent or temporary) to, disconnections from, or in any way handle, tamper or interfere with, or otherwise disrupt, the Licensor's electric distribution system or assets, in whole or in part, nor shall the Licensee permit or cause any third party (including without limitation, Licensee's agent or contractor) to do so. The Licensor shall be the sole party with authority to perform or make any and all (permanent and temporary) connections to or disconnections from the Licensor's electric distribution system for the purpose of providing electric service to the Licensee's Facilities. If and to the extent the Licensee has a need for a connection or disconnection associated with the Licensor's electric distribution system or assets, the Licensee shall contact the Licensor by making a connection/disconnection request through normal customer contact channels and Licensor shall make the necessary connection/disconnection, provided, that the Licensor

determines, in its sole discretion, that such connection is appropriate under the terms of applicable codes, standards, laws, regulations and Licensor's practices and policies.

9.5 Licensee or its contractors are prohibited from, have no authority to, and shall not permit or cause any third party to, access or ingress any of the Licensor's enclosed or underground primary or secondary electric distribution infrastructure, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears. The Licensee and its contractors shall comply with all applicable codes, standards, laws, regulations, and Licensor's practices and policies when accessing any overhead electric distribution system infrastructure. If and to the extent the Licensee needs to access or ingress to any of the Licensor's underground or overhead electric distribution system infrastructure, the Licensee shall contact the Licensor and the Licensor shall respond to the Licensee's request, provide required support, and/or perform the necessary work as requested following its normal work order scheduling protocol, provided, that, the Licensor determines, in its sole discretion, that such connection/disconnection or other requested work is appropriate under the terms of applicable codes. The Licensee further agrees to compensate Licensor for all work performed by Licensor associated with each Attachment consistent with the charges or fees as set forth in this Agreement and/or as defined in the applicable tariff.

9.6 Licensee may contract with Licensor or any other entity for the construction, maintenance, and/or removal of Licensee's Attachments on Licensor's Poles. Licensee shall guarantee that any persons installing, maintaining, and/or removing Licensee's Attachments on Licensor's Poles, whether Licensor's contractors or employees or Licensee's contractors or employees, are qualified to perform such work in accordance with the requirements of Section 5.1 and other applicable parts of this Agreement. Licensee is responsible for ensuring completion and documentation of any required training for said persons, except where such work is performed by Licensor.

9.7 All tree trimming made necessary by reason of:

(a) initial construction, reconstruction, relocation, or Facility Material Change of Licensee's proposed Attachments at the time of such installation, provided that the owner(s) of such tree(s) and all other governing authorities grant permission to Licensee, shall be performed by qualified contractors approved by Licensor and Licensee, at the sole cost and expense of Licensee, but at the direction of Licensor, or

(b) prospective maintenance and operation, including but not limited to the functional performance, lumen output or illumination orientation shall be performed by Licensee or Licensee's qualified contractor provided appropriate approvals have been granted by the owner(s) of the tree(s) and all other governing authorities. The portion of the tree(s) to be impacted by trimming shall only be within a radial distance of three (3) feet of the luminaire extending below a horizontal plane established from the highest

vertical point of the luminaire unless such area is within specified clearance distances of the electrical distribution or transmission system as designated by Licensor and/or other governing authorities upon which the Licensee shall comply with the tree trimming Section 9.4 (a) for construction, reconstruction , relocation or Facility Material Change.

10.0 INSPECTIONS OF LICENSEE'S ATTACHMENTS

10.1 Licensor reserves the right, at its sole discretion, to make inspections of any part of Licensee's Attachments, at any time, without notice to Licensee, at Licensor's own expense.

10.2 Licensor reserves the right, at its sole discretion, to make inspections of any part of Licensee's Attachments at Licensee's expense, if the inspection performed pursuant to Section 10.1 *supra* reveals any of the following:

(a) Attachments for which no license has been issued by Licensor pursuant to Article 7.0 *supra*,

(b) Discrepancy in type, style or size of installed Facility (i.e. luminaire) as compared with Licensor's records, or

(c) Any situation creating a safety-related emergency or any condition that prevents safe access to Licensor's Pole(s) or any facilities installed on Licensor's Pole(s).

Prior to the performance of such inspections, at Licensee's expense, Licensor shall provide advance notice to Licensee stating the reason for the inspection. Licensee may join Licensor in the inspection of Licensee's Attachments when such inspection is performed at Licensee's expense.

10.3 Any charge imposed by Licensor for such inspections shall be in addition to any other sums due and payable by Licensee under this Agreement. No act or failure to act by Licensor with regard to said charge or any unlicensed use by Licensee shall be deemed as a ratification or the authorization of the unlicensed use; and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

11.0 UNAUTHORIZED ATTACHMENTS

11.1 To the extent authorized by Article 18.0, if any of Licensee's Attachments for which no license is outstanding is found attached to Licensor's Poles, Licensor, without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose electric service and other charges, pursuant to Section 11.2, and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unlicensed Attachment(s), an Application for Street Light Pole Attachment License. If such

application is not received by Licensor within the specified time period, Licensee shall remove its unlicensed Attachment(s) within fifteen (15) days of the final date for submitting the required Attachment License application, or Licensor may remove the unlicensed Attachment(s) at the cost and expense of Licensee and without any liability incurred by Licensor to Licensee for loss of service provided by Licensee or any damage or injury to Licensee's unlicensed Attachment(s).

11.2 For the purpose of determining the applicable charges, both parties shall attempt in good faith to determine if an unlicensed Attachment is identified within a period of three (3) months following the execution date of this Agreement, the Attachment will be considered to have existed prior to the date of this Agreement and was inadvertently omitted by the parties. Absent satisfactory evidence to the contrary and subject to the terms hereof, the unlicensed Attachment shall be deemed to have been installed after the date of the Agreement first authorizing the installation of Attachments by Licensee, and the fees, charges, and interest as specified in Article 4.0, Article 8.0, APPENDIX I and APPENDIX II, Forms B-1 and B-2 at the time the unlicensed Attachment is discovered, shall be applicable thereto and due and payable forthwith whether or not Licensor permits Licensee to continue the placement of the Attachment.

12.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER

12.1 Licensor reserves to itself, its successors and assigns, the right to locate and maintain its Poles and to operate its facilities in conjunction therewith in such a manner as will best enable Licensor to fulfill its service obligations and requirements. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation of Licensee's services arising in any manner out of the use of Licensor's Poles, except to the extent caused by Licensor's negligence or to the extent otherwise required by Licensor's tariffs.

12.2 Licensee shall be liable for any damages it causes to the facilities of Licensor and of others attached to Licensor's Poles, and Licensee assumes all responsibility for any and all loss from such damage caused by Licensee or any of its agents, contractors, servants or employees. Licensee shall make an immediate report to Licensor and any Joint Users of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred by Licensor and/or Joint Users in making repairs to their respective facilities.

12.3 Except to the extent caused by the negligence of Licensor, Licensee shall, to the full extent allowed by law and to the extent of Licensee's insurance coverage (under which Licensor shall be named an additional insured), and shall cause any party performing work in connection with this Agreement on behalf of Licensee to, indemnify, save harmless, and defend Licensor, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees (including reasonable attorneys' fees), costs, and expenses (including reasonable costs and expenses incurred to enforce this indemnity) (hereinafter "Claims") arising from or in connection with Licensee's installation, operation, maintenance, or removal of Facilities and/or Attachments

including, but not limited to, those Claims which may be imposed upon, incurred by, or asserted against Licensor, by reason of:

- (a) any work or action done upon the Poles licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees;
- (b) any use, occupation, condition, operation of said Poles or any part thereof by Licensee or any of its agents, contractors, servants, or employees;
- (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable;
- (d) any accident, injury (including, but not limited to, death), or damage to any person or property occurring upon said Poles or any part thereof or arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees, except where such work is performed by Licensor;
- (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Agreement;
- (f) payments made under any Workers' Compensation Law or under any plan for employee disability and death benefits arising out of any use of the Poles by Licensee or any of its agents, contractors, servants, employees; or
- (g) by the installation, operation, maintenance, presence, use, occupancy, or removal of Licensee's Attachments by Licensee or any of its agents, contractors, servants, or employees or by their proximity to the facilities of other parties attached to Licensor's Poles, including without limitation, taxes, special charges by others, and from and against all claims and demands for infringement of patents with respect to the manufacture, use, and operation of Licensee's Attachments in combination with Licensor's Poles, or otherwise.

12.4 The Licensor makes no warranties, representations, guarantees or promises in connection herewith or therewith, whether statutory, oral, written, express, or implied as to the present or future strength, condition, or state of any Facilities, Poles, wires, apparatus or otherwise in connection with any Attachment, the Facilities or this Agreement. The Licensee, or its contractors, agents and representatives performing any attachment work, shall be responsible and liable for testing or observing the Poles to determine whether the Poles are safe to access and ascend. If the Licensee questions the integrity or safety of any Pole or if the Pole is marked as unsafe, the Licensee shall refrain from accessing, ascending, or handling the Pole in any manner whatsoever and shall notify or confirm said condition with Licensor. Should the Licensee, or its contractor, agent or representative decide, in its sole judgment, to access a Pole (including, without limitation, Poles which are marked unsafe or appear to be unsafe), the Licensee, not Licensor or its affiliates, shall assume all risk of loss, liability and damages (including injury to any person(s) (including death) or property), and the Licensee shall indemnify, defend, release and

hold harmless Licensor, its affiliates and the Licensor's and its affiliate's successors, assigns, officers, agents, representatives as indicated herein.

12.5 Licensor, the Licensor's affiliates, and their respective officers, directors, employees, representatives and contractors shall not be liable to Licensee for any indirect, consequential, punitive, incidental, special, or exemplary damages in connection with any attachment, the Facilities, any Pole, or this Agreement, or the Attachments contemplated herein, including, without limitation, the condition, design, engineering, installation, maintenance, construction, location, operation of, or failure of operation of, the Facilities, under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, strict liability, or negligence.

12.6 The provisions of this Article 12.0 shall survive the expiration or earlier termination of this Agreement or any license issued under this Agreement.

13.0 INSURANCE

13.1 Licensee shall carry insurance issued by an insurance carrier satisfactory to Licensor to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury, or damage as covered in Article 12.0 *supra*.

13.2 Comprehensive or Commercial General Liability Insurance, including Contractual Liability and Product/Completed Operations Liability covering all insurable operations required under the provisions of this Agreement and, where applicable, coverage for damage caused by any explosion or collapse with the following minimum limits of liability:

| | |
|---------------------------|-------------|
| Bodily Injury Liability | \$5,000,000 |
| Property Damage Liability | \$5,000,000 |

If a combined single limit is provided, the limit shall not be less than \$5,000,000 per occurrence. Licensee's insurance requirements for General Liability or Automobile Liability may be satisfied through any combination of excess liability and/or umbrella. Coverage shall include contractual liability with this Agreement and all associated agreements with respect to the Licensee's ownership of the street lights being included. In the event the Licensee is a governmental entity and such entity's liability to a third party is limited by law, regulation, code, ordinance, by-laws or statute (collectively the "Law"), this liability insurance shall contain an endorsement that waives such Law for insurance purposes only and strictly prohibits the insurance company from using such Law as a defense in either the adjustment of any claim, or in the defense of any suit directly asserted by an insured entity.

13.3 Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including Employer's Liability Insurance with a

minimum limit of \$500,000. When applicable, coverage shall include The United States Longshoreman's and Harbor Workers' Compensation Act and the Jones Act. Proof of qualification as a self-insurer may be acceptable in lieu of a Workers' Compensation Policy.

13.4 Automobile Liability covering all owned, non-owned and hired vehicles used in connection with the work or services to be performed under this Agreement with minimum limits of:

Bodily Injury & Property Damage
Combined Single Limit - \$1,000,000

13.5 The Licensee and its insurance carrier(s) shall waive all rights of recovery against the Licensor and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by the Licensee. To the extent the Licensee's insurance carriers will not waive their right of subrogation against the Licensor, the Licensee agrees to indemnify the Licensor for any subrogation activities pursued against them by the Licensee's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Licensor or their employees, subcontractors or agents.

13.6 All insurance must be effective before Licensor will authorize Licensee to make Attachments to any Pole and shall remain in force until such Attachments have been removed from all such Poles. Licensee accepts the obligation to inform Licensor of changes in insurance or insurance carrier and/or policy on a prospective basis.

13.7 Licensee shall submit to Licensor certificates of insurance including renewal thereof, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name Licensor as an additional insured under the General Liability and Automobile Liability policies and that it will not cancel or change any such policy of insurance issued to Licensee except after the giving of not less than thirty (30) days' written notice to Licensor. Licensee shall also notify and send copies to Licensor of any policies maintained under this Article 13.0 written on a "claims-made" basis. The following language shall be used when referencing the additional insured status of Licensor: National Grid USA, its direct and indirect parents, subsidiaries and affiliates, shall be named as additional insured.

13.8 Licensee shall require all of its contractors to carry insurance which meets the requirements specified under this Article 13.0 of this Agreement, and to name Licensor as an additional insured.

14.0 AUTHORIZATION NOT EXCLUSIVE

14.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right, or privilege to Licensee. Licensor shall have the right to grant, renew, and

extend rights and privileges to others not party to this Agreement, by contract or otherwise, to use any Pole subject to this Agreement.

15.0 ASSIGNMENT OF RIGHTS

15.1 Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensor.

15.2 In the event such consent or consents are granted by Licensor, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

15.3 Pole space licensed to Licensee hereunder is for Licensee's exclusive use only and is licensed to Licensee for the sole purpose of permitting Licensee to place Facility Attachments on Licensor's Poles. Licensee shall not lease, sublicense, share with, convey, or resell to others any such space or rights granted hereunder. Licensee shall not allow a third party, including affiliates, to place Attachments or any other equipment anywhere on Licensor's Poles, including, without limitation, the space on Licensor's Poles licensed to Licensee for Licensee's Attachments, without the prior written consent of Licensor. Such consent shall not be unreasonably withheld unless otherwise required by law and may be contingent upon the Licensor entering into a separate but mutually agreed upon license agreement with the third party.

15.4 No contract between the Licensee and any other party regarding the operation, maintenance, modification, or repair of the Facilities shall be considered an assignment or transfer under Article 15.0.

16.0 FAILURE TO ENFORCE

16.1 Failure of Licensor to enforce or require 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.

17.0 TERM OF AGREEMENT

17.1 Unless terminated in accordance with Article 19.0, this Agreement shall remain in effect for a term of five (5) years from the date hereof and shall continue indefinitely thereafter until terminated by either party with at least six (6) months written notice to the other party.

17.2 Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination, nor Licensor's and Licensee's rights pursuant to the laws, ordinances, regulations, and rulings governing the subject matter of this Agreement, including but not limited to, MGL c. 164, § 34A, and DTE 98-76, 98-89, and 01-25.

18.0 TERMINATION OF LICENSE

18.1 Any license issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority pursuant to any laws, ordinances, regulations, and rulings, including but not limited to MGL c. 164, § 34A and DTE 98-76, 98-89, and 01-25, to construct, operate, and/or maintain its Attachments on the public or private property at the location of the particular Pole covered by the license.

18.2 Licensee may at any time terminate a license for specific Attachment(s) provided written notice of such termination is received by Licensor no less than fifteen (15) days prior to the proposed removal of the Attachment(s) from the specific Pole(s), (APPENDIX II, Form D). Terms and conditions of Articles 8.0 and 20.0 of this Agreement shall govern the removal of Licensee Attachments. Following such removal, installation of an Attachment(s) to such Pole(s) shall not be made again until Licensee has first complied with all of the provisions of this Agreement as though no such installation of Attachments to such Pole(s) had ever been made.

18.3 Licensor may at any time terminate a license for specific Attachment(s) provided written notice of such termination is received by Licensee no less than fifteen (15) days prior to proposed actions causing conflict with the existing Attachment(s). Licensor may exercise its Removal Rights requiring Licensee to remove its Attachment(s), at its expense, from any of the designated Licensor's Pole(s) within fifteen (15) days after termination of the license covering such Attachment(s). If Licensee fails to remove its Attachment(s) within such fifteen (15) day period, Licensor shall have the right to remove such Attachment(s) at Licensee's expense. Terms and conditions of Articles 8.0 and 20.0 of this Agreement shall govern the removal of Licensee's Attachments.

19.0 TERMINATION OF AGREEMENT

19.1 If Licensee fails to materially comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement, or if Licensee's facilities or Attachments are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensor to correct such default or noncompliance, Licensor may, at its option, terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the Poles as to which such default or noncompliance shall have occurred.

19.2 If, at any time, an insurance carrier notifies Licensor that any policy or policies of insurance, acquired pursuant to Article 13.0 *supra*, will be canceled or changed so that the requirements of Article 13.0 will no longer be satisfied, then this Agreement shall terminate automatically unless prior to the effective date of the cancellation or change in the insurance policy(ies), Licensee furnishes to Licensor new certificates of insurance providing insurance coverage in accordance with the provisions of Article 13.0 *supra*.

19.3 In the event of termination of this Agreement, and to the extent Licensor is exercising Licensor's Removal Rights, Licensor may require Licensee to remove its Attachments, Licensee shall within thirty (30) days of the date of termination of this Agreement submit a plan and schedule to Licensor pursuant to which Licensee (or its agents) will remove its Attachments from Licensor's Poles within six (6) months from the date of termination, unless otherwise agreed to by both parties; provided, however, that Licensee shall be liable for and pay all fees and charges due to Licensor pursuant to the terms of this Agreement until Licensee's Attachments are removed from Licensor's Poles and Licensor is properly notified of same.

19.4 To the extent that Licensor is exercising its Removal Rights, Licensor may require Licensee to remove its Attachments. If Licensee (or its agents) fails to remove Licensee's Attachments from Licensor's Poles within the applicable time periods specified in this Agreement, Licensor shall have the right to remove the Attachments at Licensee's expense and without any liability incurred by Licensor to Licensee for loss of service provided by Licensee or any damage or injury to Licensee's unlicensed Attachment(s). If Licensor exercises its Removal Rights to remove the Attachments, Licensor shall have the option to sell or otherwise dispose of the removed Attachments to cover the expense of the removal. If the sale of the Attachments does not cover the entire expense of the removal, Licensee shall be liable to Licensor for the remaining expense. Licensee shall be liable for and pay all fees and charges due to Licensor pursuant to the terms of this Agreement until Licensee's Attachments are removed from Licensor's Poles.

20.0 REMOVAL RIGHTS

20.1 The Removal Rights as designated within this article shall apply in all cases where either Licensee or Licensor terminates a license or this Agreement or in the course of normal operation or maintenance of Attachments to Poles and as authorized pursuant to any laws, ordinances, regulations, and regulatory rulings, including but not limited to MGL c. 164, § 34A and DTE 98-76, 98-89, and 01-25.

20.2 In the course of daily operation or maintenance, should the existing Attachment require replacement, relocation or other Material Change, the Attachment is to be modified or terminated. The Licensee is responsible for the proposed construction to facilitate the replacement, relocation or removal of the Facilities where applicable at Licensor's expense.

20.3 Licensor may exercise its Removal Rights and require Licensee to remove its Attachments, and Licensee, at the Licensee's sole expense, shall remove or have removed in accordance with this Agreement its Attachments from any of Licensor's Poles within fifteen (15) days of notice. If Licensee (or its agents) fails to remove Licensee's Attachments from Licensor's Poles within the applicable time period, Licensor shall have the right to remove the Attachments at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's Attachments. If Licensor exercises its Removal Rights to remove the Attachments, Licensor shall have the option to sell or otherwise dispose of the removed Attachments to cover the expense of the removal. If the sale of the Attachments does not cover the entire expense of the removal, Licensee shall be liable for the remaining expense. Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until such Attachments are removed from Licensor's Poles.

20.4 Notwithstanding any other provision of this Agreement, this Agreement is not intended to, and does not by its terms, broaden or expand Licensor's Removal Rights.

21.0 CHOICE OF LAW

21.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the conflicts of law principles contained therein.

22.0 SEVERABILITY

22.1 In the event that any provision or part of this Agreement or the application thereof to any party or circumstance is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions or parts hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

23.0 NOTICES

23.1 All written notices required under this Agreement shall be given by posting the same via first-class mail as follows:

(a) **To Licensee:** All correspondence related to Licensee's street and area lighting including but not limited to; Application for Street Light Pole Attachment License(s), Authorization for Field Survey Work, Authorization for Make Ready Work, and Notification of Discontinuance of Street Light Pole Attachment License(s) to Licensee's office at:

_____ (Municipality Contact Name)
_____ (Title of Municipal Contact),
_____ (Municipal Department Name)
City/Town Name
Street Address
City/Town, MA Zip Code

(b) **To Licensor:** Application for Street Light Pole Attachment License, Authorization for Field Survey Work, Authorization for Make Ready Work, and Notification of Discontinuance of Use of Poles, and a copy of all certificates of Insurance to Licensor's District Office at:

Massachusetts Electric Company d/b/a National Grid
Attention: Manager, Community & Customer Management
40 Sylvan Road
Waltham, MA 02451-1120

All original certificates of Insurance to:

National Grid USA Service Company, Inc.
Attn: Risk Management, B-3
300 Erie Boulevard West
Syracuse, NY 13202

A copy of all applications, notices, authorizations and certificates to:

Massachusetts Electric Company d/b/a National Grid
Attention: Outdoor Lighting and Attachments
40 Sylvan Road
Waltham, MA 02451-1120

(c) Each party has the right to add, modify, change or remove contact information as presented herein provided such corrections are communicated in writing to the other party and made part of this Agreement.

24.0 ENTIRE AGREEMENT

24.1 The parties have freely entered into this Agreement and agree to each of its terms without reservation. Paragraph headings are for the convenience of the parties only and are not to be construed as binding under this Agreement. This Agreement constitutes the entire Agreement between Licensor and Licensee, and all previous representations either oral or written, (including, but not limited to any and all previous Pole Attachment Agreements insofar as Licensee is concerned except as to liabilities accrued, if any) are hereby annulled and superseded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

Massachusetts Electric Company d/b/a National Grid

By: _____

Name (Print): Susan Fleck

Title (Print): Vice President Standards, Policies and Codes

City/Town Name

By: _____

Name (Print): **Authorized Signee**

Title (Print): **Title of Signer**

APPENDIX I

SCHEDULE OF FEES AND CHARGES **STREET LIGHT POLE ATTACHMENTS**

(A) Attachment

To the extent that the MDPU may, in the future, allow Licensor to charge fees for the use of its Poles by Licensee's Attachments, Licensee agrees to pay such fees.

(B) Field Survey

Whenever a Field Survey is required under this Agreement, Licensee shall pay Licensor for the expense thereof. The current standard charge assessed to Licensee and all Other Licensees for the Field Survey is \$126.21 per Attachment and is based on Licensor's current estimated cost to perform and complete the Field Survey. Specific to each occurrence, any actions required by the Licensor to remedy a Pole ingress or egress condition in compliance with applicable laws, regulations, codes and company policies and procedures is considered to be in addition to the Field Survey function. The Licensee shall be responsible for the associated costs which will be predefined as an estimate in addition to the aforementioned fee.

(C) Make-Ready Work

Whenever Make-Ready Work is required under this Agreement, Licensee shall pay Licensor for the expense thereof. Make Ready Work may include, but is not limited to, the replacement of the Pole on which Licensee's Attachments will be placed with a new Pole of the necessary height, strength, and class required to accommodate Licensee's Attachments, and such other changes in the existing Pole line in which such Pole is included as Licensee's Attachments may require. Make Ready Work expenses charged by Licensor may also include the following:

- (1) The net loss to Licensor on the replaced Pole based on its reproduction cost less depreciation, plus cost of removal;
- (2) Excess height or strength of the new Pole over the existing Pole made necessary by reason of Licensee's Attachments;
- (3) Transferring Licensor's Attachments from the old Pole to the new Pole; and

(4) Any other rearrangements and changes necessary by reason of Licensee's proposed or existing Attachments.

(D) Other Charges and Fees

Licensee shall be subject to and responsible for all other charges and fees under the applicable tariff.

(E) Payment Date

Failure to pay all authorized fees and charges within 30 days after presentment of the bill therefore or on the specified payment date or as otherwise provided in the applicable tariff, whichever is later, shall constitute a default of this Agreement with respect to the specific Attachment(s) in question.

For bills rendered by Licensor, the following shall be applicable:

“Interest shall accrue and be payable to Licensor at the rate set by the Commissioner of Internal Revenue pursuant to Internal Revenue Code, Section 6621; Treasury Regulations Section 301.6621-1, from and after the payment date of any payment required by this Agreement. The payment of any interest shall not cure or excuse any default by Licensee under this Agreement.”

APPENDIX II

ADMINISTRATIVE FORMS AND NOTICES

INDEX OF ADMINISTRATIVE FORMS

| | |
|---|-----|
| APPLICATION FOR STREET LIGHT POLE ATTACHMENT LICENSE / STREET LIGHT POLE ATTACHMENT LICENSE | A-1 |
| STREET LIGHT AND POLE DETAILS | A-2 |
| ESTIMATE FOR FIELD SURVEY / AUTHORIZATION FOR FIELD SURVEY | B-1 |
| MAKE-READY WORK ESTIMATE / AUTHORIZATION FOR MAKE-READY WORK | B-2 |
| ITEMIZED MAKE-READY WORK | C |
| NOTIFICATION OF DISCONTINUANCE OF USE OF POLES FOR STREET LIGHT ATTACHMENT | D |
| IDENTIFICATION TAGS | E |
| LIGHTING SOURCE IDENTIFICATION LABELS | F |

Agreement Number XXXX
Application Number _____ (to be provided by Licensor)

Form A-1

APPLICATION FOR STREET LIGHT POLE ATTACHMENT LICENSE

DATE _____
LICENSEE _____
Street Address _____
City, State, Zip Code _____

In accordance with the terms and conditions of the License Agreement for Street and Area Lighting between us, dated _____, _____ application is hereby made for a license(s) to make _____ Attachments to JO Poles and _____ Attachments to SO Poles located as indicated on the attached Form A-2.

LICENSEE _____
By (Print Name) _____
Signature _____
Title _____
Telephone No. _____

STREET LIGHT POLE ATTACHMENT LICENSE

Street Light Pole Attachment License Number(s) _____ is hereby granted to make the Attachment(s) described in this application as _____ Attachments to JO Poles and _____ Attachment(s) to SO Poles located as indicated on the attached Form A-2.

DATE _____
LICENSOR _____
By (Print Name) _____
Signature _____
Title _____
Telephone No. _____

NOTES:

1. Applications shall be submitted to Licensor.
2. Applications to be numbered in ascending order by municipality.
3. Licensor will process in order of application numbers assigned by Licensee.

Agreement Number XXXX
Application Number _____ (to be provided by Licensor)

Form A-2

STREET LIGHT POLE ATTACHMENT DETAILS

LICENSEE _____

Municipality _____

(Note: Provide separate sheets for each municipality)

Pole No. Location Attachment Description

_____ (Yes/No)

LICENSEE HEREBY REQUESTS LICENSOR TO
PROVIDE AN ITEMIZED ESTIMATE OF POLE MAKE
READY WORK REQUIRED AND ASSOCIATED
CHARGES (APPENDIX II FORM C).

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number XXXX
Application / Request No. _____

Form B-1

ESTIMATE FOR FIELD SURVEY

(Licensee)

In accordance with the License Agreement for Overhead Electrical Service and Attachments to Utility Poles for Street and Area Lighting, dated _____, the following is a summary of the charges which will apply to complete a field survey covering Application / Request Number _____.

| <u>Total</u> | <u>Unit Quantity</u> | <u>Rate / Unit</u> | <u>Total</u> |
|-----------------------------|----------------------|--------------------|--------------|
| Field Survey | _____ | _____ | \$ _____ |
| Ancillary Services | _____ | _____ | \$ _____ |
| Administrative Compensation | | _____ % | \$ _____ |
| TOTAL | | | \$ _____ |

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$ _____.

DATE _____
LICENSOR _____
By (Print Name) _____
Signature _____
Title _____
Telephone No. _____

AUTHORIZATION FOR FIELD SURVEY

The required field survey covering Application / Request Number _____ is authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to the License Agreement for Overhead Electrical Service and Attachments to Utility Poles for Street and Area Lighting.

DATE _____
LICENSEE _____
By (Print Name) _____
Signature _____
Title _____
Telephone No. _____

Agreement Number: **XXXX**

Form D

**NOTIFICATION OF DISCONTINUANCE OF USE OF POLES FOR STREET LIGHT
ATTACHMENT**

LICENSEE _____
Street Address _____
City, State, Zip Code _____

In accordance with the terms and conditions of the License Agreement for Overhead Electrical Service and Attachments to Utility Poles for Street and Area Lighting, dated _____, _____, notice is hereby given that specific Attachments to poles, as listed below, in the municipality of _____, covered by permit number _____ were removed on _____, _____.

| <u>License No.</u> | <u>Street Name</u> | <u>Pole Number(s)</u> | <u>Description of Attachments</u> |
|--------------------|--------------------|-----------------------|-----------------------------------|
|--------------------|--------------------|-----------------------|-----------------------------------|

Total number of Attachments to JO Poles to be discontinued is _____ and the total number of Attachments to SO Poles to be discontinued is _____.

Said permit is to be canceled in its entirety/partially (circle one).

DATE _____
By (Print Name) _____
Signature _____
Title _____

**ACKNOWLEDGMENT OF DISCONTINUANCE OF USE OF POLES FOR STREET
LIGHT ATTACHMENT**

Use of Poles has been discontinued as above.

DATE _____
LICENSOR _____
By (Print Name) _____
Signature _____
Title _____

FORM E

IDENTIFICATION TAGS

(A) **GENERAL**

This Appendix describes identification tags to be installed and maintained by Licensee on its luminaires, cables and other apparatus to allow Licensor to readily identify the owner of such luminaires, cables and apparatus.

(B) **DESCRIPTION OF IDENTIFICATION TAGS**

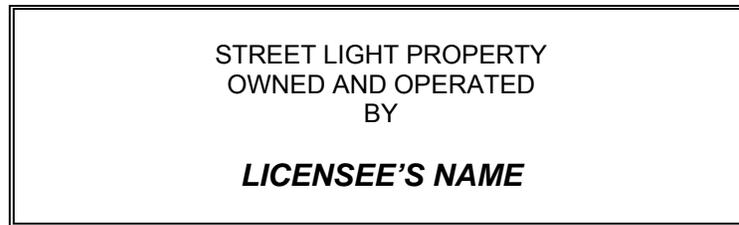


FIGURE 1: Identification Tag

The tags shall be yellow with black lettering. Licensee shall be responsible for maintaining the legibility of identification tags at all times.

The Identification Tag shall be placed on Licensee's facilities including, but not limited to, luminaries, cables, Guy Strands, terminals, terminal closures, and cabinets. The Identification Tag shall read as follows: "STREET LIGHT PROPERTY OWNED AND OPERATED BY" and LICENSEE'S NAME. Licensee's name may be printed on the tag using indelible ink.

(C) **PROCUREMENT OF TAGS**

It shall be the responsibility of Licensee to obtain, place, and maintain Identification tags.

(D) **INSTALLATION OF IDENTIFICATION TAGS - AERIAL APPLICATION**

When required by Section 5.3, Identification Tags shall be installed at the following locations:

- (1) On each luminaire, on the bottom of the luminaire so that it is visible from the ground.
- (2) On cables at each pole, on the bottom of the cable so that it is visible from the ground.
- (3) On cable risers at each pole, on the riser conduit approximately 6' above ground.
- (4) At anchor and guy locations:

- (5) Between the device used to secure the strand (i.e., strand vise, guy grips or clamps) and the eye of the rod, or
- (6) If a guy shield is in place, at the top of the guy shield on the strand.
- (7) At terminal locations, at the neck of the terminal.
- (8) At cabinets, on the front of the cabinet.

FORM F

LIGHTING SOURCE IDENTIFICATION LABELS

The Licensee is required to provide and affix to each luminaire a clear, legible and comprehensive lighting source identification label consistent with ANSI-NEMA Standards for Roadway and Area Lighting Equipment – Field Identification of High Intensity Discharge Lamps and Luminaires, (ANSI/NEMA C136.15-2009, latest revision) or other industry standard compliant with the specific lamp or lighting source, as applicable.

ATTACHMENT 3

UNDERGROUND LICENSE AGREEMENT



LICENSE AGREEMENT
FOR
UNDERGROUND ELECTRICAL SERVICE
AND
ATTACHMENTS TO
UTILITY STRUCTURES
FOR
STREET AND AREA LIGHTING

BETWEEN

Massachusetts Electric Company
d/b/a National Grid
(LICENSOR)

AND

City/Town Name, Massachusetts
(LICENSEE)

DATED: Month __, 2013

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THIS AGREEMENT, ("Agreement"), is made this [] day of [Month], 2013, by and between Massachusetts Electric Company, a corporation organized and existing under the laws of Massachusetts, having its principal office at 40 Sylvan Road, Waltham, Massachusetts 02451, (hereinafter referred to as the "Licensor") and the [City/Town Name], a municipal corporation organized and existing under the laws of Massachusetts, having its principal office at [Street Name], [City/Town], Massachusetts [Zip Code], (hereinafter referred to as the "Licensee").

WITNESSETH

WHEREAS, Licensee is a municipal government and shall own, operate and maintain street and area lighting equipment to provide street and area lighting of public ways or public lands within Licensee's municipality; and

WHEREAS, Licensee has purchased street and area lighting Facilities located in or upon Licensor's Structures pursuant to MGL c. 164, § 34A, and the rulings of the MDPU (formerly MDTE) interpreting said provision, and desires to retain Attachments of existing Facilities in or upon Structures of Licensor; and

WHEREAS, the execution of this Agreement by and between the Licensor and Licensee is a condition to the closing of the sale of the Facilities described in the Agreement of Sale; and

WHEREAS, Licensor is willing to permit, to the extent it may lawfully do so and/or is required to permit the continued existence of Attachments within or upon Licensor's Structures in a specified geographic area where such use will not interfere with Licensor's service requirements and obligations or the use of its Structures by others subject to the terms of this Agreement; and

WHEREAS, the Licensor and Licensee agree to minimize or eliminate the applications of Attachments, except those necessary for electrical connection of Licensee Facilities, as designated in this Agreement, by separating existing Facilities at the time of any Material Change (as defined below) to establish clear and distinct ownership delineation, electric distribution and lighting systems separation and demarcation as well as operations and maintenance independence;

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

1.0 DEFINITIONS

Whenever used in this Agreement with initial capitalization, these terms shall have the following meanings:

1.1 “Agreement of Sale” shall mean the agreement pursuant to which Licensor sold and Licensee purchased the Facilities subject to this Agreement.

1.2 “Attachment” shall mean the Facilities, including without limitation; any wire, cable, and other hardware, equipment, apparatus, or device, owned by Licensee, existing or proposed to exist in or upon Structures connected to the distribution system at the Connection Point for the sole purpose of delivering electrical energy to Licensee owned luminaire(s) used to provide street and/or area lighting of public ways or public lands within Licensee’s assigned municipal boundary.

1.3 “Conduit” shall mean a Structure containing one or more Ducts.

1.4 “Connection Point” shall have the meaning ascribed to it in the Agreement of Sale, as further defined herein and is understood to be where the Facility is energized from the electric distribution system up to and including the Connection Point. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Licensor, at its sole discretion, shall define the Connection Point which is similarly referenced as the point of ownership demarcation.

1.5 “Duct” shall mean a single enclosed raceway or pipe in which wires or cables are enclosed.

1.6 “Facilities” shall have the meaning ascribed to it in the Agreement of Sale and further defined herein and limited to, or inclusive of, additional facilities purchased or components or equipment having the sole purpose and function to provide outdoor illumination of streets or areas including the associated support infrastructure and electrical circuitry compliant with applicable regulations, codes or policies.

1.7 “Field Survey” shall mean an on-site audit and/or office asset record review, requested by Licensee, of the Structure(s) upon which Licensee has an existing Attachment(s) or proposes a new Attachment(s) in accordance with this Agreement, performed by the Licensor to obtain information regarding existing Facilities or Structures. Field Survey shall not represent actions to remedy ingress or egress conditions required to be in compliance with applicable laws, regulations, codes and company policies and procedures.

1.8 “Identification Tags” shall mean markings, labels or other displays that indicate ownership and function of Licensee's Facilities.

1.9 “Make-Ready Work” shall mean the work to be performed by the Licensor, identified through the Licensee requested Field Survey, required to safely accommodate Licensee's proposed actions of the existing Attachments safely within Licensor's Structures.

1.10 “Material Change”, “Materially Change” or “Materially Changed” shall mean any alteration, modification or replacement made to the existing Facilities that changes its characteristics associated with the; licensed specifications or description, mode of operation or maintenance, physical attributes, use of Structures by Licensor or Other Licensees, attributes related to billing, and/or financial reporting considered as a capital investment.

1.11 “MDPU” shall mean the Massachusetts Department of Public Utilities (formerly referred to as the “MDTE”, Massachusetts Department of Telecommunications and Energy).

1.12 “Other Licensee” shall mean any entity, other than Licensee as defined herein, to whom Licensor has extended or hereafter shall extend the privilege of attaching equipment or facilities within or upon Licensor’s Structure(s).

1.13 “Removal Rights” shall refer to the rights pursuant to this Agreement or to applicable laws granting Licensor certain legal rights and/or recourse to request or perform the removal of certain Attachments.

1.14 “Structures” shall mean, but not be limited to, the Ducts, Conduits, vaults, manholes, handholes, foundations, standards and other utility equipment or infrastructure necessary to facilitate the operation of an underground electric distribution system or underground sourced street and/or area light(s) owned by Licensor and used for Attachments.

2.0 SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee, revocable, nonexclusive licenses authorizing Licensee’s existing Attachments to Licensor’s Structures within the **City/Town Name**, for the sole purpose of providing street or area lighting of public ways or public lands. The license(s) shall (1) authorize existing and future Attachments within or upon Licensor’s Structures, (2) provide definition of individual Facilities through the designation of a unique identification reference, (3) utilize the identification reference as the individual license reference, (4) recognize Facilities that are considered Attachments based solely upon the extended use of the Connection Point, and (5) represent Facilities for the purpose of inventory and billing administration. This Agreement shall govern with respect to licenses issued to Licensee’s existing or future Attachments. The application for licenses or listing of current licenses shall be in the form attached hereto as APPENDIX II, Form A-1 (Application for Underground Served Street Light Attachment) and A-2 (Underground Served Street Light Attachment Licenses), respectively.

2.2 No use, however extended, of Licensor’s Structures or the payment of any fees or charges by Licensee as required under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures. Licensee’s rights herein shall be and remain a license. Neither this Agreement nor any license granted hereunder shall constitute an

assignment of any of Licensor's rights to use the public or private property at the location of Licensor's Structures.

2.3 Nothing contained in this Agreement shall be construed to compel Licensor to construct, retain, extend, place or maintain any Structure or other facilities not needed for Licensor's own service requirements. This paragraph is not intended to limit the obligation of Licensor to provide electric distribution service to Attachments pursuant to Licensor's tariffs.

2.4 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Licensor with respect to any agreement(s) and arrangement(s) that Licensor has heretofore entered into, or may in the future enter into with Other Licensees not party to this Agreement regarding the Structures covered by this Agreement. The rights of Licensee shall at all times be subject to any such existing and future agreement(s) or arrangement(s) between Licensor and any Other Licensee(s). Licensee is solely responsible to obtain the necessary and appropriate attachment rights or consents required from the necessary parties, other than the Licensor, in connection with the Attachments.

2.5 Nothing contained in this Agreement shall be construed to grant any rights to Licensee to include any wired or wireless hardware, equipment, apparatus, or device as part of any Attachment authorized by Licensor under the terms of this Agreement.

2.6 Except as otherwise provided herein, Licensor and Licensee hereby agree that this Agreement shall govern with respect to Licensee's Attachments and supersede any applicable provision that may be contained in the Agreement of Sale.

3.0 FEES AND CHARGES

3.1 Licensee shall pay to Licensor the fees and charges, calculated in accordance with appropriate state and/or federal rules and regulations and as specified in applicable tariffs and in accordance with the terms and conditions of APPENDIX I, attached hereto and incorporated herein by reference, Article 4.0, Article 8.0, and APPENDIX II, Forms B-1 and B-2.

3.2 Nonpayment of any authorized work and the corresponding amount due under this Agreement shall constitute a default of this Agreement, and Licensor shall be subject to all rights and remedies under this Agreement, including but not limited to, termination rights under Article 19.0.

3.3 Licensor may change the amount of fees and charges specified in APPENDIX I by giving Licensee no fewer than sixty (60) days written notice prior to the date the change becomes effective. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty (60) day notice period if the change in fees and charges is not acceptable to Licensee, provided that Licensee gives Licensor no fewer than thirty (30) days written notice of its election to terminate this Agreement prior to the end of such sixty (60) day period. Upon said termination, Licensee shall be responsible for the removal of all

Licensee's Attachments unless otherwise specified in accordance with and to the extent authorized by Article 19.0.

4.0 PAYMENTS

4.1 As described in Section 8.2, a Field Survey is required for each Structure within or upon which the Licensee requests to install an Attachment, a new connection for any Attachment, reconfiguration, or to which Licensee proposes to relocate or Materially Change an existing Attachment. Prior to Licensor's performance of the required Field Survey, Licensee shall authorize Licensor to perform such Field Survey and Licensee shall make advance payment to Licensor in the amount specified by Licensor to cover Licensor's estimated cost to perform and complete the required Field Survey, as described in Section 8.2. The parties agree that upon completion of the Field Survey by Licensor, no adjustment of the Field Survey costs paid by Licensee shall be made to reflect Licensor's actual costs to perform the Field Survey, whether or not Licensor's actual costs are more or less than the estimated costs paid by Licensee. The current standard charge assessed to Licensee and all Other Licensees for the Field Survey can be found in APPENDIX I, Schedule of Fees and Charges and is based on Licensor's current estimated cost to perform and complete the Field Survey. Licensor reserves the right to change such standard charge assessed to Licensee and all Other Licensees from time to time and to provide written notice as stated in Section 3.3 for the Field Survey. In addition to the standard charge, Licensor's estimated total costs shall include applicable permits, work zone protection and other functions which may be required to perform the Field Survey at any specific location. For each Application for Underground Served Street Light Attachment License, the required Field Survey shall not be conducted until the total cost amount of the Field Survey has been specified by Licensor, the Field Survey has been authorized by Licensee, and Licensee has made advance payment to Licensor in the amount specified by Licensor.

4.2 Prior to Licensor's performance of any required Make-Ready Work, Licensee shall authorize Licensor, in accordance with Article 8.0, to perform such required Make-Ready Work, and Licensee shall make advance payment to Licensor in the amount specified by Licensor. Such specified amount shall be sufficient to cover Licensor's estimated cost to perform the required Make-Ready Work. The parties agree that upon the completion of the Make-Ready Work by Licensor, no adjustment of the Make-Ready Work costs paid by Licensee shall be made to reflect Licensor's actual cost to perform the Make-Ready Work, whether or not Licensor's actual costs are more or less than the estimated costs paid by Licensee.

4.3 Licensee shall pay the fees and charges for the purposes and as described in APPENDIX I to this Agreement and/or applicable tariffs.

5.0 SPECIFICATIONS

5.1 Licensee's Attachments are located, maintained and removed in accordance with the requirements and specifications of the most recent editions of the National Electrical Code (NEC); the National Electrical Safety Code (NESC); the rules, regulations and provisions of the Occupational Safety and Health Act (OSHA); and any governing authority having jurisdiction over the subject matter, as each may be amended from time to time. In addition, upon the performance of a Licensee requested Field Survey, Licensee's Attachments, which are the subject of the Field Survey, shall be placed, maintained, and removed in accordance with all safety-related requirements and specifications of the most recent edition of the Licensor's Standards, as may be amended from time to time, in effect at the time the Field Survey for such Attachments is performed. Licensee shall participate in any forum, group or organization, and utilize any designated common information management system, solely at the Licensee's cost, established to facilitate communications, priority, schedule and any other functions necessary to manage, locate or identify the attachment assets and actions of all licensees and other facility owner(s).

5.2 If Licensee's Attachments or any part(s) thereof are not placed, maintained, and removed in accordance with Section 5.1, Licensor may, upon ten (10) days' written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's Attachments from any or all of Licensor's Structures or perform such other work and take such other action in connection with said Attachments that Licensor deems necessary or advisable to provide for the safety of the public or Licensor's employees or performance of Licensor's service obligations, at the cost and expense of Licensee and without any liability incurred by Licensor to Licensee therefore; provided, however, that when in the reasonable judgment of Licensor such a condition may endanger the safety of Licensor's employees, contractors, other persons or property, or interfere with the performance of Licensor's service obligations, Licensor may take such action, in its sole discretion, without liability and without prior notice, written or otherwise, to Licensee. Licensor reserves its rights under Article 18.0.

5.3 If Licensor reasonably determines that an emergency condition exists, Licensor may rearrange, transfer, de-energize or remove Licensee's Attachments in or upon Licensor's Structures at the cost and expense of Licensee and without any liability incurred by Licensor to Licensee for loss of service and/or damage or injury to Licensee's Attachments.

5.4 Licensee shall install in-line fuse assemblies or another form of Licensor approved physical disconnect device to function as an electrical separation between Licensor's and Licensee's systems and provide a designated level of electrical system protection. This disconnect device shall generally be located in a Licensee installed secure Facility, such as a handhole, accessible to both Licensor and Licensee, installed in conformance with Licensor's Underground Electrical Construction Standards, be located in close proximity to the Connection

Point within or upon the Licensor's Structures, and be connected to the electric distribution system's energized lead of the underground cable designated by Licensor for use by the street or area light(s). The installation of these disconnect devices shall occur during each application of circuit maintenance, circuit or other Facility Material Change and/or prior to each Licensor connection or reconnection. All existing underground sourced Facilities shall be so equipped within ten (10) years following execution of this License Agreement. For avoidance of doubt, the Licensor shall own the electric distribution system from the Connection Point and the Licensee shall own the street lighting equipment from the Connection Point to the applicable luminaire. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Licensor shall, in its sole discretion, determine the applicable demarcation point with respect to Licensee's Facilities and electric distribution system equipment.

5.5 As described in APPENDIX II, Form E, Licensee shall place or have placed by Licensor as Make-Ready Work, Identification Tags on cables and on any other associated Facilities of Licensee located in or in close proximity to Licensor's underground Structures including handholes containing circuit disconnect devices. For underground Attachments that exist on the date of this Agreement, Licensee shall commission the placement of Identification Tags on each of its Attachments at such time when maintenance, repair or relocation of such Attachment is performed. For aboveground Attachments, Licensee shall place Identification Tags on each of its Attachments at such time as the Attachment requires maintenance, replacement, relocation or Materially Changed, but not to exceed a period of five (5) years following the execution of the Agreement of Sale. Licensor, in its sole discretion, shall have the right to approve or reject all Identification Tags that are different than those described in APPENDIX II, Form E. Licensee shall remove designations of Licensor found on any of the Facilities and place Identification Tags on all of the Facilities owned by Licensee which were originally owned by Licensor.

5.6 Joint use of Duct by Licensee for new Facilities shall not be permitted. Such Facilities (i.e. street lighting cables) and other systems (i.e. wired fire alarm monitoring, traffic control, or surveillance systems) must exist prior to this Agreement.

5.7 The installation of equipment, splice boxes and coiled cables in Structures is discouraged but may be allowed if specifically authorized in the Underground Served Street Light Attachment License. Where splice boxes are allowed, cable slack shall be installed to allow the splice box to be lifted clear of the Structure to allow maintenance and splicing.

5.8 Clearances between communications, electric distribution system and street lighting cables shall be compliant with applicable codes, standards and Licensor requirements to adequately allow for proper maintenance, repair and reconfiguration of electric distribution system, street lighting and communications cables.

5.9 For Material Changes to existing Attachments upon or within Licensor's underground served aboveground Structures, Licensee shall obtain an Underground Served Street Lighting Attachment License for each Attachment including the request for a new Connection Point to Licensor's underground electric distribution system. In general, the Licensee's Facilities referenced herein shall include the luminaire, support component (i.e. arm) and associated wiring including disconnect to be sourced within the base of the Licensor's Structure (i.e. standard or pole).

5.10 Licensee shall maintain applicable National Electric Manufacturers Association (NEMA) or other industry standard labeling upon each luminaire, in a clear and legible condition, to identify the type of light source and associated wattage or lumen output.

5.11 For aboveground Facilities as applicable, Licensee shall utilize and maintain an appropriate means of individual Attachment location identification (i.e. numbering system) to maintain a unique reference which shall be clear, legible, comprehensive and visible from the street side of the Facilities. Licensee shall provide to the Licensor an inventory list at the end of each calendar quarter that identifies any Facilities on which a new identification reference per luminaire location has been assigned and the corresponding street address. Any number identification system used by the Licensee must be clear, comprehensive and approved by the Licensor.

6.0 LEGAL REQUIREMENTS

6.1 Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to operate and/or maintain its Attachment on the public and private property at the location of Licensor's Structures for which Licensee has obtained Attachment Licenses under this Agreement and shall submit to Licensor evidence of such authority before making Attachments on such public and/or private property.

6.2 The provisions of this Agreement are subject to, and the parties hereto shall at all times observe and comply with, all laws, ordinances, regulations, and rulings that in any manner affect the rights and obligations of the parties hereto, so long as such laws, ordinances, regulations or rulings remain in effect.

6.3 No license granted under this Agreement shall extend to any of Licensor's Structures where the placement of Licensee's Attachments would result in a forfeiture of the rights of Licensor or Other Licensees, or both, to occupy the property on which such Structures are located. If placement of Licensee's Attachments would result in a forfeiture of the rights of Licensor or Other Licensee, or both, to occupy such property, Licensee agrees to remove its Attachments forthwith; and Licensee agrees to pay Licensor or Other Licensees, or both, all losses, damages, and costs incurred as a result thereof.

6.4 Neither this Agreement nor the payment of any fees under this Agreement shall be used by any party hereto as evidence that the space occupied by Licensee's Attachments is either usable or unusable space.

7.0 ISSUANCE OF LICENSES

7.1 Licensor agrees that it will authorize the Underground Served Street Light Attachment License(s), attached as APPENDIX II, Form A-1 hereto, simultaneously with the execution of this Agreement for Facilities purchased by Licensee from Licensor prior to the date hereof.

7.2 For the Licensor to provide the Attachment licenses and to maintain quality assurance of billing records, Licensee shall issue to Licensor within 15 days following the beginning of each calendar year a complete and detailed listing of all Facilities in-service as of December 31 of the preceding calendar year. The minimum detail to be provided shall meet the requirements designated for the Application for Underground Served Street Light Attachment License (as defined in APPENDIX I, Form A-1, A-2). Licensee shall provide to Licensor a similar list of Facilities which are in-service upon request by Licensor. Such requests shall be limited to no more than one every 90 days. The Licensee shall be capable of providing the list of Facilities in a form approved by Licensor. The Licensor may perform random field audits of Facilities for the purpose of quality assurance of the information on the list provided by the Licensee. To the extent there are any differences between Licensee's list of Facilities and Licensor's list of Attachments which can not be reconciled to the satisfaction of the Licensor, such differences shall be resolved through compliance with the terms and conditions of this Agreement, applicable tariffs and/or statutes.

8.0 MAKE-READY WORK

8.1 Licensee understands that only electrical connections (Connection Points) for new Attachments or reconfigurations of existing Attachments will be authorized by Licensor for Licensee's Facilities located within or upon underground Structures. Licensee further understands that any proposed new Attachments or modifications of existing Attachments for the purpose of Material Change or reconfiguration of the Facility(ies) (as defined in Section 5.9) within or upon Licensor's underground served aboveground Structures may be authorized by Licensor. Licensee shall be responsible for the installation of all new Facilities, Material Changes or replacements of existing Facilities at a location external to Licensor's Structures. For Attachments authorized by Licensor, Licensee will comply with Licensor's engineering standards and designated design configuration requirements to facilitate appropriate ingress/egress of

Licensee's Facilities to Licensor's Structures and to assure compatibility of Licensee's Facilities for the purpose of connections to Licensor's electric distribution system, respectively.

8.2 A Field Survey is required for each Structure within or upon which the Licensee proposes an Attachment having a new electrical connection or, reconfiguration, Material Change or replacement of existing Attachments. Reconfiguration, Material Change or replacement of Facilities within underground Structures may result in the required removal of an existing Attachment so as to relocate the Facilities external to Licensor's Structures. The Licensor acknowledges that the Licensee will not request a Field Survey if Licensee replaces an existing aboveground Facility with a new aboveground Facility having the same physical and operational characteristics and in the same location and orientation as the existing aboveground Facility being replaced, (in-kind replacement). The Licensee is to provide Licensor a written request for each Field Survey providing appropriate description and engineering detail to define the proposed Attachment. The Licensor shall provide Licensee a Field Survey estimate representing all anticipated costs. Licensor shall perform the Field Survey(s) following receipt of the Licensee's written authorization to proceed and the advance payment of the estimated total cost amount specified by the Licensor for all Field Survey(s) work in accordance with the provisions of Article 4.0.

8.3 In the event Licensor determines that a Structure in which Licensee has existing Attachment(s) requires the reconfiguration of the existing Facilities therein to accommodate electric distribution system changes, the Licensor will indicate on the Authorization for Make-Ready Work (APPENDIX II, Form B-2) the cost of the required Make-Ready Work and will send the Authorization for Make-Ready Work to Licensee.

8.4 Any required Make-Ready Work will be performed following receipt by Licensor of the completed Authorization for Make-Ready Work and Licensee's advance payment in the amount specified by the Licensor. Licensee shall pay Licensor for all Make-Ready Work in accordance with the provisions of Article 4.0, and shall also reimburse the owner(s) of other facilities attached within or upon said Structures for any expense incurred by such owner(s) of other facilities in transferring or rearranging such facilities to accommodate the installation, reconfiguration or removal of Licensee's Attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for Structure replacements or capacity upgrades, or for rearrangement of Attachments in Licensor's Structures by reason of the use by Licensor or other authorized user(s) of any additional capacity resulting from such replacement or rearrangement. Any federal, state or local taxes incurred on Licensor's receipt of these amounts from Licensee will be added to Licensee's Make-Ready Work costs on a grossed up basis, as applicable and determined by the scope of work being performed.

8.5 If Licensor, for its own service requirements, needs to attach additional facilities or make changes to existing facilities in any Structures within which Licensee has Facilities

attached, Licensee agrees to; authorize the Make-Ready Work necessary to either reconfigure its Attachment(s) in the Structure(s) as determined by the Licensor, or transfer its Attachment(s) to a designated Licensee Structure(s) so that the additional facilities of Licensor may be attached. When such reconfiguration or transfer is required to facilitate additional attachments of Licensor, Licensee shall assume the expense of such reconfiguration or transfer and Licensee shall reimburse the Licensor for all Make-Ready Work performed by Licensor within Licensor's Structures to accommodate such reconfiguration or transfer. This paragraph also applies to circumstances under which: (i) an agency of government, whether local, state or federal, requires the removal, relocation, or modification of a Structure affecting Licensee's Attachment or (ii) a Structure must be repaired or replaced for any reason, including such repair or replacement to accommodate Licensor's additional attachments.

8.6 When reconfiguration, transfer or removal of Licensee's Facilities is required to facilitate Attachments of Other Licensees or third parties within Licensor's Structures, Licensee shall be responsible for the expenses of such reconfiguration, transfer or removal performed by Licensor on behalf of Licensee in accordance with the provisions of Article 4.0. Licensee shall be given sixty (60) days notice prior to the performance of the Make-Ready Work associated with such reconfiguration, transfer or removal to establish expense reimbursement terms with the Other Licensee(s) or third party(ies). Licensee has sole responsibility for the recovery of the costs of the reconfiguration, transfer or removal of Licensee's Attachments from such Other Licensee(s) or third party(ies).

8.7 The Licensee further acknowledges and agrees that any new outdoor lighting Facilities proposed and/or constructed within an underground residential distribution (URD) area shall be placed only in the name of the Licensee as opposed to being placed in the name of the developer or other third party.

8.8 Licensor may, when it reasonably deems an emergency to exist, reconfigure, transfer, de-energize or remove Licensee's Attachments from upon or within Licensor's Structures, at Licensee's expense, and without any liability on the part of Licensor for loss of service provided by Licensee or any damage or injury to Licensee's Attachments.

8.9 Licensor will endeavor to perform all Make-Ready Work to accommodate Licensee's Attachments as a part of its normal, scheduled workload.

8.10 All existing and new Facilities must comply with applicable Licensor tariffs and policies. All lighting or illumination sources (i.e. lamps) will be compliant with the energy consumption schedules and defined hours of operation as set-forth in the tariffs. Licensee acknowledges and agrees that, in the event that Licensee seeks to convert, replace or otherwise use a lighting or illumination source other than those provided in Licensor's applicable tariff, or operate such Facilities in a manner other than as stated in Licensor's applicable tariff, ("Non-Compliant Facilities"), Licensor shall be under no obligation to permit or provide service to such

Non-Compliant Facilities. In the event Licensor elects, in its sole discretion, to accommodate such Non-Compliant Facilities, a separate agreement between Licensee and Licensor shall be executed. Such agreement shall be subject to applicable regulatory consent or approval prior to the application of the agreement.

8.11 Licensor reserves the right to refuse to grant an Underground Served Street Light Attachment License to Licensee or refuse authorization for the relocation, Material Change or replacement of Attachments on an aboveground Structure when Licensor reasonably determines that: (i) refusal is necessary in order to maintain the safe operation of Licensor's distribution system, (ii) such Structure may not be replaced to accommodate Licensee's proposed Attachment, (iii) the existing Facilities on such Structure may not be rearranged to accommodate Licensee's Attachments, or (iv) the proposed Licensee Facilities will negatively impact other customer services provided by Licensor. For the avoidance of doubt, the parties understand and agree that the list of above-mentioned conditions is not an exhaustive list as other conditions may exist that would require Licensor to refuse to grant a license.

9.0 CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

9.1 Licensee shall, at its own expense and in accordance with the terms set forth within this Agreement, construct and maintain its Attachments within or upon Licensor's Structures in a safe condition and in a manner that does not: (i) interfere with Licensor's operation of its electric distribution system, (ii) conflict with the use of Licensor's Structures by Licensor or by any authorized user of Licensor's Structures, nor (iii) electrically interfere with Licensor's facilities attached therein.

9.2 Licensor shall specify the point or area of attachment within or upon each of Licensor's Structures to be occupied by Licensee's Attachments.

9.3 Licensee shall provide specific written authorization for Licensor to perform construction, maintenance repairs, reconfiguration, relocation, connection/disconnection or removal of its Attachments within or upon Licensor's Structures as may appropriately apply, in accordance with Articles 4.0 and 8.0 of this Agreement.

9.4 Licensee and its contractors shall not perform or make any connections (permanent or temporary) to, disconnections from, or in any way handle, tamper or interfere with, or otherwise disrupt, the Licensor's electric distribution system or assets, in whole or in part, nor shall the Licensee permit or cause any third party (including without limitation, Licensee's agent or contractor) to do so. The Licensor shall be the sole party with authority to perform or make any and all (permanent and temporary) connections to or disconnections from the Licensor's electric distribution system or other assets for the purpose of providing electric service to the Licensee's Facilities. If and to the extent the Licensee has a need for a connection or disconnection

associated with the Licensor's electric distribution system or assets, the Licensee shall contact the Licensor by making a connection/disconnection request through normal customer contact channels and Licensor shall make the necessary connection/disconnection, provided, that the Licensor determines, in its sole discretion, that such connection is appropriate under the terms of applicable codes, standards, laws, regulations and Licensor's practices and policies.

9.5 Licensee or its contractors are prohibited from, have no authority to, and shall not permit or cause any third party to, access or ingress any of the Licensor's enclosed or underground primary or secondary electric distribution system infrastructure, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears. The Licensee and its contractors shall comply with all applicable codes, standards, laws, regulations, and Licensor's practices and policies when accessing any overhead electric distribution system infrastructure. If and to the extent the Licensee needs access or ingress to any of the Licensor's underground or overhead electric distribution system infrastructure, the Licensee shall contact the Licensor and the Licensor shall respond to the Licensee's request, provide required support, and/or perform the necessary work as requested following its normal work order scheduling protocol, provided, that, the Licensor determines, in its sole discretion, that such connection/disconnection or other requested work is appropriate under the terms of applicable codes and Agreements. The Licensee further agrees to compensate Licensor for all work performed by the Licensor associated with each Attachment consistent with the charges or fees as set forth in this Agreement and/or as defined in the applicable tariffs.

9.6 Licensee may (or may explicitly authorize Licensor, its employees or third parties acting on Licensee's behalf to) access or enter Licensor's Structures for the purpose of asset verification, inventory, inspection and/or other engineering or asset management functions provided the Licensee provides sufficient advanced notice to the Licensor to accommodate all aspects of scheduling. A representative of Licensor shall be present and all parties are to be properly qualified and outfitted for the physical, environmental and electrical conditions to be encountered. Where Licensee has been granted access as provided above, the Licensor may halt Licensee's activities if Licensee's activities threaten the safety of any individuals or property and the integrity or reliability of Licensor's electrical distribution system.

9.7 Any materials removed, or caused to be removed, from within the Structures by Licensor on behalf of the Licensee shall be managed, tested, treated, transported, stored and disposed of by Licensor in accordance with applicable rules, regulations or statutes at Licensee's expense.

9.8 Licensee shall be responsible for its own underground cable locating and for any participation in the "One Call System(s)" responsible for providing one-call notifications within the Licensee's operating service area. The One Call System is an independent association which, in compliance with federal, state and local requirements, facilitates the location identification of

underground utility infrastructure through a notification/communication process between excavators and underground facility owners. The contact information for the One Call System responsible for a specific geographic area within the United States can be obtained by calling 811 nationally. At the time of this Agreement, Dig Safe System, Inc. is this association.

9.9 Licensee acknowledges and agrees that some of the Facilities (“Coexisting Facilities”) are currently installed or otherwise coexist, in whole or in part, on or within Licensor’s conduit, vaults, or other Licensor facilities, assets or infrastructure (“Joint-Use Structures”), that such Coexisting Facilities shall not be separated from the Joint Use Structures prior to the closing date of the applicable Agreement of Sale, and that following the closing date, the Coexisting Facilities and/or the Joint Use Structures may, from time to time, require change or replacement. If Licensor elects, in its sole discretion, to modify/change or replace any Joint Use Structure, including, without limitation, to upgrade such Joint Use Structure or associated Licensor assets, Licensor shall provide Licensee with written notice of such work (“Licensor Notice”) and Licensee agrees to separate and relocate the Licensee’s Coexisting Facilities associated with such Joint Use Structure within six (6) months following the date of the Licensor Notice, at Licensee’s expense and in compliance with all applicable laws, rules, regulations, codes and standards, as if such Coexisting Facilities were new Facilities. The Licensor Notice shall be provided by Licensor within a reasonable period of time after commencing such work and provide a brief description of the separation or relocation that will be required with respect to the Coexisting Facilities.

10.0 INSPECTIONS OF LICENSEE’S ATTACHMENTS

10.1 Licensor reserves the right, at its sole discretion, to make inspections of any part of Licensee’s Attachments, at any time, without notice to Licensee, at Licensor’s own expense.

10.2 Licensor reserves the right, at its sole discretion, to make inspections of any part of Licensee’s Attachments at Licensee’s expense, provided the Licensee complies with all terms required to gain access to Licensor’s Structures if needed to witness Licensee’s Attachments, if the inspection performed pursuant to Section 10.1 *supra* reveals any of the following:

- (a) Attachments for which no license has been issued by Licensor pursuant to Article 7.0 *supra*,
- (b) Discrepancy in type, style or size of installed street light luminaire and or lamp as compared with Licensor’s records, or
- (c) Attachments that have been installed in violation of Article 5.0 *supra*.

Prior to the performance of such inspections, at Licensee’s expense, Licensor shall provide advance notice to Licensee stating the reason for the inspection. Licensee may join Licensor in the inspection of Licensee’s Facilities, provided Licensee complies with Section 9.6, when such inspection is performed at Licensee’s expense.

10.3 Any charge imposed by Licensor for such inspections shall be in addition to any other sums due and payable by Licensee under this Agreement. No act or failure to act by Licensor with regard to said charge or any unlicensed use by Licensee shall be deemed as a ratification or the licensing of the unlicensed use; and if any license should subsequently be issued, said license shall not operate retroactively or constitute a waiver by Licensor of any of its rights or privileges under this Agreement or otherwise.

11.0 UNAUTHORIZED ATTACHMENTS

11.1 To the extent authorized by Article 18.0, if any of Licensee's Attachments for which no license is outstanding is found attached to Licensor's Structures, Licensor, without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose electric delivery service and other charges, pursuant to Section 11.2, and require Licensee to submit in writing, within fifteen (15) days after receipt of written notification from Licensor of the unlicensed Attachment(s), an Application For Underground Served Street Light Attachment License. Alternatively, Licensee may notify and authorize Licensor to remove the unlicensed Attachment in accordance with Article 9.0. If such application or notification is not received by Licensor within the specified time period, Licensor shall have the authority to remove the unlicensed Attachment(s) at the cost and expense of Licensee and without any liability incurred by Licensor to Licensee for loss of service provided by Licensee or any damage or injury to Licensee's unlicensed Attachment(s).

11.2 For the purpose of determining the applicable charge, both parties shall agree in good faith that if an unlicensed Attachment is identified within a period of three (3) months following the execution date of this Agreement, the Attachment will be considered to have existed prior to the date of this Agreement and was inadvertently omitted by the parties. Absent satisfactory evidence to the contrary and subject to the terms hereof, the unlicensed Attachment shall be deemed to have been installed on the date of this Agreement first authorizing Attachment by Licensee, and the fees, charges, and interest as specified in Article 4.0, Article 8.0, APPENDIX I and APPENDIX II (Form B-1 and B-2) at the time the unauthorized Attachment is determined, shall be applicable thereto and due and payable forthwith whether or not Licensor permits Licensee to continue the placement of the Attachment.

12.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER

12.1 Licensor reserves to itself, its successors and assigns, the right to locate and maintain its Structures and to operate its facilities in conjunction therewith in such a manner as will best enable Licensor to fulfill its service obligations and requirements. Licensor shall not be liable to Licensee for any interruption of Licensee's service or for interference with the operation

of Licensee's services arising in any manner out of the use of Licensor's Structures, except to the extent caused by Licensor's negligence or to the extent otherwise required by Licensor's tariffs.

12.2 Licensee shall be liable for any damages it causes to the facilities of Licensor and of others attached to Licensor's Structures, and Licensee assumes all responsibility for any and all loss from such damage caused by Licensee or any of its agents, contractors, servants or employees. Licensee shall make an immediate report to Licensor and any other user of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred by Licensor and/or Other Licensee in making repairs to their respective facilities.

12.3 Except to the extent caused by the negligence of Licensor, Licensee shall, to the full extent allowed by law and to the extent of Licensee's insurance coverage (under which Licensor shall be named an additional insured), and shall cause any party performing work in connection with this Agreement on behalf of Licensee to, defend, indemnify and save harmless Licensor, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees (including reasonable attorneys' fees), costs and expenses (including reasonable costs and expenses incurred to enforce this indemnity), (hereinafter "Claims") arising from or in connection with Licensee's installation, operation, maintenance, or removal of Facilities and/or Attachments including, but not limited to, those Claims which may be imposed upon, incurred by or asserted against Licensor, by reason of:

(a) any work or thing done upon or in the Structures licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees;

(b) any use, occupation, condition, operation of said Structures or any part thereof by Licensee or any of its agents, contractors, servants, or employees;

(c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable;

(d) any accident, injury (including, but not limited to, death) or damage to any person or property occurring upon or in said Structures or any part thereof or arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees, except where such work is performed by Licensor;

(e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement,

(f) any payments made under any Workers' Compensation Law or under any plan for employee disability and death benefits arising out of any use of the Structures by Licensee or any of its agents, contractors, servants, employees, or;

(g) by the installation, operation, maintenance, presence, use, occupancy or removal of Licensee's Attachments by Licensee or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to

Licensors's Structures, including without limitation, taxes, special charges by others, and from and against all claims and demands for demands for infringement of patents with respect to the manufacture, use, and operation of Licensee's Attachments in combination with Licensors's Structures, or otherwise.

12.4 The Licensors makes no warranties, representations, guarantees or promises in connection herewith or therewith, whether statutory, oral, written, express, or implied as to the present or future strength, condition, or state of any Structures, Facilities, wires, apparatus or otherwise in connection with any Attachment, the Facilities or this Agreement. To the extent applicable, the Licensee, or its contractors, agents and representatives performing any Attachment work, shall be responsible and liable for testing or observing the Structures to determine whether the Structures are safe to utilize, support or access. If the Licensee questions the integrity or safety of any Structures or if the Structure is marked as unsafe, the Licensee shall refrain from utilizing or accessing the Structure in any manner whatsoever and shall notify or confirm said condition with Licensors. Should the Licensee, or its contractor, agent or representative decide, in it's sole judgment, to utilize or access a Structure (including, without limitation, Structures which are marked unsafe or appear to be unsafe), the Licensee, not Licensors or its affiliates, shall assume all risk of loss, liability and damages (including injury to any person(s) (including death) or property), and the Licensee shall indemnify, defend, release and hold harmless Licensors, its affiliates, and the Licensors's and its affiliate's successors, assigns, officers, agents, representatives as indicated herein.

12.5 Licensors, the Licensors's affiliates, and their respective officers, directors, employees, representatives and contractors shall not be liable to Licensee for any indirect, consequential, punitive, incidental, special, or exemplary damages in connection with any Attachment, the Structures, the Facilities, or this Agreement, or the Attachments contemplated herein, including, without limitation, the condition, design, engineering, installation, maintenance, construction, location, operation of, or failure of operation of, the Facilities, under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, strict liability, or negligence.

12.6 The provisions of this Article 12.0 shall survive the expiration or earlier termination of this Agreement or any license issued under this Agreement.

13.0 INSURANCE

13.1 Licensee shall carry insurance issued by an insurance carrier satisfactory to Licensors to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury, or damage as covered in Article 12.0 *supra*.

13.2 Comprehensive or Commercial General Liability Insurance, including Contractual Liability and Product/Completed Operations Liability covering all insurable operations required under the provisions of this Agreement and, where applicable, coverage for damage caused by any explosion or collapse with the following minimum limits of liability:

| | |
|---------------------------|-------------|
| Bodily Injury Liability | \$5,000,000 |
| Property Damage Liability | \$5,000,000 |

If a combined single limit is provided, the limit shall not be less than \$5,000,000 per occurrence. Licensee's insurance requirements for General Liability or Automobile Liability may be satisfied through any combination of excess liability and/or umbrella. Coverage shall include contractual liability with this Agreement and all associated agreements with respect to the Licensee's ownership of the street lights being included. In the event the Licensee is a governmental entity and such entity's liability to a third party is limited by law, regulation, code, ordinance, by-laws or statute (collectively the "Law"), this liability insurance shall contain an endorsement that waives such Law for insurance purposes only and strictly prohibits the insurance company from using such Law as a defense in either the adjustment of any claim, or in the defense of any suit directly asserted by an insured entity.

13.3 Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including Employer's Liability Insurance with a minimum limit of \$500,000. When applicable, coverage shall include The United States Longshoreman's and Harbor Workers' Compensation Act and the Jones Act. Proof of qualification as a self-insurer may be acceptable in lieu of a Workers' Compensation Policy.

13.4 Automobile Liability covering all owned, non-owned and hired vehicles used in connection with the work or services to be performed under this Agreement with minimum limits of:

| |
|--|
| Bodily Injury & Property Damage Combined Single Limit - \$1,000,000 |
|--|

13.5 The Licensee and its insurance carrier(s) shall waive all rights of recovery against the Licensor and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by the Licensee. To the extent the Licensee's insurance carriers will not waive their right of subrogation against the Licensor, the Licensee agrees to indemnify the Licensor for any subrogation activities pursued against them by the Licensee's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Licensor or their employees, subcontractors or agents.

13.6 All insurance must be effective before Licensor will authorize Licensee to make Attachments to any Structure and shall remain in force until such Attachments have been

removed from all such Structures. Licensee accepts the obligation to inform Licensor of changes in insurance or insurance carrier and/or policy on a prospective basis.

13.7 Licensee shall submit to Licensor certificates of insurance including renewal thereof, by each company insuring Licensee to the effect that it has insured Licensee for all liabilities of Licensee covered by this Agreement; and that such certificates will name Licensor as an additional insured under the General Liability and Automobile Liability policies and that it will not cancel or change any such policy of insurance issued to Licensee except after the giving of not less than thirty (30) days' written notice to Licensor. Licensee shall also notify and send copies to Licensor of any policies maintained under this Article 13.0 written on a "claims-made" basis. The following language shall be used when referencing the additional insured status of Licensor: National Grid USA, its direct and indirect parents, subsidiaries and affiliates, shall be named as additional insureds.

13.8 Licensee shall require all of its contractors to carry insurance which meets the requirements specified under this Article 13.0 of this Agreement, and to name Licensor as an additional insured.

14.0 AUTHORIZATION NOT EXCLUSIVE

14.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, 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 Structure subject to this Agreement.

15.0 ASSIGNMENT OF RIGHTS

15.1 Licensee shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of Licensee's successors, without the prior written consent of Licensor.

15.2 In the event such consent or consents are granted by Licensor, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

15.3 Structure space licensed to Licensee hereunder is for Licensee's exclusive use only and is licensed to Licensee for the sole purpose of permitting Licensee to place or retain existing Facility Attachments upon Licensor's aboveground Structures or retain the placement of existing Facility Attachments within Licensor's underground Structures. Licensee shall not lease, sublicense, share with, convey, or resell to others any such space or rights granted hereunder. Licensee shall not allow a third party, including affiliates, to place Attachments or any other equipment anywhere within or upon Licensor's Structures, including, without limitation, the space within or upon Licensor's Structures licensed to Licensee for Licensee's Attachments, without the

prior written consent of Licensor. Such consent shall not be unreasonably withheld unless otherwise restricted by this Agreement or required by law and may be contingent upon the Licensor entering into a separate but mutually agreed upon license agreement with the third party.

15.4 No contract between the Licensee and any other party regarding the maintenance, modification, or repair of the Facilities shall be considered an assignment or transfer under Article 15.0.

16.0 FAILURE TO ENFORCE

16.1 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.

17.0 TERM OF AGREEMENT

17.1 Unless terminated in accordance with Article 19.0, this Agreement shall remain in effect for a term of five (5) years from the date hereof and shall continue indefinitely thereafter until terminated by either party with at least six (6) months written notice to the other party.

17.2 Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination, nor Licensor's and Licensee's rights pursuant to the laws, ordinances, regulations, and rulings governing the subject matter of this Agreement, including but not limited to, MGL c. 164, § 34A, and DTE 98-76, 98-89, and 01-25.

18.0 TERMINATION OF LICENSE

18.1 Any license issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority pursuant to any laws, ordinances, regulations, and rulings, including but not limited to MGL c. 164, § 34A and DTE 98-76, 98-89, and 01-25, to construct, operate, and/or maintain its Attachments on the public or private property at the location of the particular Structure covered by the license.

18.2 Licensee may at any time terminate a license for specific Attachment(s) provided written notice of such termination is received by Licensor no less than fifteen (15) days prior to the proposed removal of the Attachment(s) from the specific Structure(s) (APPENDIX II, Form D). Terms and conditions of Articles 8.0 and 20.0 of this Agreement shall govern the removal of

Licensee Attachments. Following such removal, installation of an Attachment(s) to such aboveground Structure(s) shall not be made again until Licensee has first complied with all of the provisions of this Agreement as though no such installation of Attachment(s) to such aboveground Structure(s) had ever been made.

18.3 Licensors may at any time terminate a license for specific Attachment(s) provided written notice of such termination is received by Licensee no less than fifteen (15) days prior to proposed actions causing conflict with the existing Attachment(s). Licensors may exercise its Removal Rights requiring Licensee to remove its Attachment(s), at Licensee's expense, from any of the designated Licensors' Structure(s) within fifteen (15) days after termination of the license covering such Attachment(s). If Licensee fails to remove its Attachment(s) within such fifteen (15) day period, Licensors shall have the right to remove such Attachment(s) at Licensee's expense. Terms and conditions of Articles 8.0 and 20.0 of this Agreement shall govern the removal of Licensee Attachments.

19.0 TERMINATION OF AGREEMENT

19.1 If Licensee fails to materially comply with any of the terms or conditions of this Agreement or defaults in any of its obligations under this Agreement, or if Licensee's facilities or Attachments are maintained or used in violation of any law and Licensee shall fail within thirty (30) days after written notice from Licensors to correct such default or noncompliance, Licensors may, at its option, terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the Structures as to which such default or noncompliance shall have occurred.

19.2 If, at any time, an insurance carrier notifies Licensors that any policy or policies of insurance, acquired pursuant Article 13.0 *supra*, will be canceled or changed so that the requirements of Article 13.0 will no longer be satisfied, then this Agreement shall terminate automatically unless prior to the effective date of the cancellation or change in the insurance policy(ies), Licensee furnishes to Licensors new certificates of insurance providing insurance coverage in accordance with the provisions of Article 13.0 *supra*.

19.3 In the event of termination of this Agreement, and to the extent Licensors is exercising Licensors' Removal Rights, Licensors may require Licensee to remove its Attachments, Licensee shall within thirty (30) days of the date of termination of this Agreement submit a plan and schedule to Licensors pursuant to which Licensors (or its agents) will remove Licensee's Attachments from Licensors' underground Structures and Licensee (or its agents) will remove Licensee's Attachments from Licensors' aboveground Structures within six (6) months from the date of termination, unless otherwise agreed to by both parties; provided, however, that Licensee shall be liable for and pay all fees and charges due to Licensors pursuant to the terms of this Agreement until Licensee's Attachments are removed from Licensors' Structures.

20.0 REMOVAL RIGHTS

20.1 The Removal Rights as designated within this article shall apply in all cases where either Licensee or Licensor terminates a License or this Agreement or in the course of normal operation or maintenance of Attachments to Structures and as authorized pursuant to any laws, ordinances, regulations, and regulatory rulings, including but not limited to MGL c. 164, § 34A and DTE 98-76, 98-89, and 01-25.

20.2 In the course of daily operation or maintenance, should the existing underground Attachment require replacement, relocation or other Material Change, the Attachment is to be relocated outside the underground Structure and the license is to be modified or terminated. The Licensee is responsible for the construction of the proposed relocated Facilities and the removal of existing Facilities outside of Licensor's underground Structures where applicable. For Attachments within Licensor's Structures or co-existing within a singular common Structure which is also utilized by Licensor's electric distribution system, the provisions of Article 8.0 (Make-Ready Work) shall apply to all work proposed or planned and is to be performed by Licensor at Licensee's expense.

20.3 Licensor may exercise their Removal Rights and require Licensee to remove its Attachments, and Licensee, at its expense, shall remove or have removed in accordance with this Agreement its Attachments from any of Licensor's Structures within fifteen (15) days of notice. If Licensee (or its agents) fails to remove Licensee's Attachments from Licensor's Structures within the applicable time period, Licensor shall have the right to remove the Attachments at Licensee's expense and without any liability on the part of Licensor for damage or injury to Licensee's Attachments. If Licensor exercises its Removal Rights to remove the Attachments, Licensor shall have the option to sell or otherwise dispose of the removed Attachments to cover the expense of the removal. If the sale of the Attachments does not cover the entire expense of the removal, Licensee shall be liable for the remaining expense. Licensee shall be liable for and pay all fees pursuant to the terms of this Agreement to Licensor until such Attachments are removed from Licensor's Structures.

20.4 Notwithstanding any other provision of this Agreement, this Agreement is not intended to, and does not by its terms, broaden or expand Licensor's Removal Rights.

21.0 CHOICE OF LAW

21.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the conflict of laws principles contained therein.

22.0 SEVERABILITY

22.1 In the event that any provision or part of this Agreement or the application thereof to any party or circumstance is deemed invalid, against public policy, void, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions or parts hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

23.0 NOTICES

23.1 All written notices required under this Agreement shall be given by posting the same via first class mail as follows:

(a) **To Licensee:** All correspondence related to Licensee’s street and area lighting including but not limited to; this Agreement, Application for Underground Served Street Light Attachment License(s), Authorization for Field Survey Work, Authorization for Make Ready Work, and Notification of Discontinuance of Underground Served Street Light Attachment License(s) to Licensee’s office at:

_____ (Municipality Contact Name)
_____ (Title of Municipal Contact)
_____ (Municipality Department Name)
City/Town Name
Street Address
City/Town, MA Zip Code

(b) **To Licensor:** Application for Underground Served Street Light Attachment License, Authorization for Field Survey Work, Authorization for Make Ready Work, and Notification of Discontinuance of Underground Served Street Light Attachment License, and a copy of all certificates of Insurance to Licensor’s district office at:

Massachusetts Electric Company d/b/a National Grid
Attention: Manager, Community & Customer Management
40 Sylvan Road
Waltham, MA 02451-1120

All original certificates of Insurance to:

National Grid USA Service Company, Inc.
Attn: Risk Management, B-3
300 Erie Boulevard West
Syracuse, NY 13202

A copy of all applications, notices, authorizations and certificates to:

Massachusetts Electric Company d/b/a/ National Grid
Attention: Outdoor Lighting and Attachments
40 Sylvan Road
Waltham, MA 02451-1120

(c) Each party has the right to add, modify, change or remove contact information as presented herein provided such corrections are communicated in writing to the other party and made part of this Agreement.

24.0 ENTIRE AGREEMENT

24.1 The parties have freely entered into this Agreement and agree to each of its terms without reservation. Paragraph headings are for the convenience of the parties only and are not to be construed as binding under this Agreement. This Agreement constitutes the entire Agreement between Licensor and Licensee, and all previous representations either oral or written, (including, but not limited to any and all previous license agreements for underground structures insofar as Licensee is concerned except as to liabilities accrued, if any) are hereby annulled and superseded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first above written.

Massachusetts Electric Company d/b/a National Grid

By: _____

Name (Print): Susan Fleck

Title (Print): Vice President – Standards, Policies and Codes

City/Town Name

By: _____

Name (Print): **Authorized Signer**

Title (Print): **Title**

APPENDIX I

SCHEDULE OF FEES AND CHARGES **UNDERGROUND SERVED STREET LIGHT ATTACHMENTS**

(A) Attachment

To the extent that the MDPU may, in the future, allow Licensor to charge fees for the use of its Structures by Licensee's Attachments, Licensee agrees to pay such fees.

(B) Field Survey

Whenever a Field Survey is required under this Agreement, Licensee shall pay Licensor for the expense thereof. The current standard charge assessed to Licensee and all Other Licensees for the Field Survey is \$126.21 per Attachment and is based on Licensor's current estimated cost to perform and complete the Field Survey. Specific to each occurrence, any actions required by the Licensor to remedy a Structure ingress or egress condition in compliance with applicable laws, regulations, codes and company policies and procedures is considered to be in addition to the Field Survey function. The Licensee shall be responsible for the associated costs which will be predefined as an estimate in addition to the aforementioned fee.

(C) Make-Ready Work

Whenever Make-Ready Work is required under this Agreement, Licensee shall pay Licensor for the expense thereof. Make-Ready Work may include, but is not limited to, the modification or replacement of the Structure within which Licensee's Attachments will be placed to safely accommodate Licensee's Attachments, and such other changes in the existing facilities within or upon such Structure as accommodating Licensee's Attachments may require. Make-Ready Work expenses charged by Licensor may also include the following:

- (1) The net loss to Licensor on the replaced Structure based on its reproduction cost less depreciation, plus cost of removal;
- (2) Transferring Licensor's Attachments from the old Structure to the new Structure; and
- (3) Any other rearrangements and changes necessary by reason of Licensee's proposed or existing Attachments.

(D) Other Charges and Fees

Licensee shall be subject to and responsible for all other charges and fees under the applicable tariff.

(E) Payment Date

Failure to pay all authorized fees and charges within 30 days after presentment of the bill therefore or on the specified payment date or as otherwise provided in the applicable tariff, whichever is later, shall constitute a default of this Agreement with respect to the Facilities in question.

For bills rendered by Licensor, the following shall be applicable:

“Interest shall accrue and be payable to Licensor at the rate set by the Commissioner of Internal Revenue pursuant to Internal Revenue Code, Section 6621; Treasury Regulations Section 301.6621-1, from and after the payment date of any payment required by this Agreement. The payment of any interest shall not cure or excuse any default by Licensee under this Agreement.”

APPENDIX II

ADMINISTRATIVE FORMS AND NOTICES

INDEX OF ADMINISTRATIVE FORMS

| | |
|--|-----|
| APPLICATION FOR UNDERGROUND SERVED STREET LIGHT ATTACHMENT LICENSE / UNDERGROUND SERVED STREET LIGHT ATTACHMENT LICENSE | A-1 |
| UNDERGROUND SERVED STREET LIGHT ATTACHMENT DETAILS | A-2 |
| ESTIMATE FOR FIELD SURVEY / AUTHORIZATION FOR FIELD SURVEY | B-1 |
| MAKE-READY WORK ESTIMATE / AUTHORIZATION FOR MAKE-READY WORK | B-2 |
| ITEMIZED MAKE-READY WORK | C |
| NOTIFICATION OF DISCONTINUANCE OF USE FOR STREET LIGHT ATTACHMENT | D |
| IDENTIFICATION TAGS | E |
| LIGHTING SOURCE IDENTIFICATION LABELS | F |

Agreement Number: XXXXX
Application Number: _____

Form A-1

APPLICATION FOR
UNDERGROUND SERVED STREET LIGHT ATTACHMENT LICENSE

DATE _____
LICENSEE _____
Street Address _____
City, State, Zip Code _____

In accordance with the terms and conditions of the Underground Served Street Light Attachment License Agreement between us, dated _____, _____ application is hereby made for a license to make _____ as Attachments to Structures as indicated on the attached Form A-2.

LICENSEE _____
By (Print Name) _____
Signature _____
Title _____
Telephone No. _____

UNDERGROUND SERVED STREET LIGHT ATTACHMENT LICENSE

Underground Served Street Light Attachment License(s) is hereby granted to make the Attachments described in this application, identified as License No(s): _____ as Attachments to Structures as indicated on the attached Form A-2.

DATE _____
LICENSOR _____
By (Print Name) _____
Signature _____
Title _____
Telephone No. _____

NOTES:

1. Applications shall be submitted to Licensor.
2. Applications to be numbered in ascending order by municipality.
3. Licensor will process in order of application numbers assigned by Licensee.

Agreement Number: XXXX
Application Number _____

Form A-2

UNDERGROUND SERVED STREET LIGHT ATTACHMENT DETAILS

LICENSEE _____

Municipality _____
(Note: Provide separate sheets for each municipality)

Location Reference

Structure Type Reference

Attachment Description

_____ (Yes/No)

LICENSEE HEREBY REQUESTS LICENSOR TO
PROVIDE AN ITEMIZED ESTIMATE OF MAKE READY
WORK REQUIRED AND ASSOCIATED CHARGES
(APPENDIX II FORM C).

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number XXXX
Application / Request No. _____

Form B-1

ESTIMATE FOR FIELD SURVEY

(Licensee)

In accordance with the License Agreement for Underground Electrical Service and Attachments to Utility Structures for Street and Area Lighting, dated _____, the following is a summary of the charges which will apply to complete a field survey covering Application / Request Number _____.

| | <u>Unit Quantity</u> | <u>Rate / Unit</u> | <u>Total</u> |
|-----------------------------|----------------------|--------------------|--------------|
| Field Survey | _____ | _____ | \$ _____ |
| Ancillary Services | _____ | _____ | \$ _____ |
| Administrative Compensation | | _____ % | \$ _____ |
| TOTAL | | | \$ _____ |

If you wish us to complete the required field survey, please sign this copy below and return with an advance payment in the amount of \$ _____.

DATE _____
LICENSOR _____
By (Print Name) _____
Signature _____
Title _____
Telephone No. _____

AUTHORIZATION FOR FIELD SURVEY

The required field survey covering Application / Request Number _____ is authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement for Underground Electrical Service and Attachments to Utility Structures for Street and Area Lighting.

DATE _____
LICENSEE _____
By (Print Name) _____
Signature _____
Title _____
Telephone No. _____

Agreement Number: XXXX
Application / Request No.: _____

Form B-2

MAKE-READY WORK ESTIMATE

(Licensee)

Field survey work associated with your Application / Request Number _____ dated _____, _____, for Attachment to Structures has been completed. The following is a summary of the charges which will apply to complete the required Make-Ready Work.

TOTAL MAKE-READY CHARGES \$ _____

Attached as requested, is an itemized description (Form C) of required Make-Ready Work. A cost estimate of associated Make-Ready Work is also attached. If you wish us to complete the required Make-Ready Work, please sign this copy below and return with an advance payment in the amount of \$ _____.

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

AUTHORIZATION FOR MAKE-READY WORK

The Make-Ready Work associated with Application / Request Number _____ is authorized and the costs therefore will be paid to Licensor in accordance with Appendix I to License Agreement.

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number: XXXX

Form D

**NOTIFICATION OF DISCONTINUANCE OF
UNDERGROUND SERVED STREET LIGHT ATTACHMENT**

LICENSEE _____
Street Address _____
City, State, Zip Code _____

In accordance with the terms and conditions of the Agreement dated _____, _____, notice is hereby given that specific Attachments to Structures, as listed below, in the municipality of _____, covered by permit number _____ were removed on _____, _____.

| <u>Attachment License No.</u> | <u>Location Reference Street Address</u> | <u>Structure Ref. Type</u> | <u>Attachment Description</u> | <u>Removal Date</u> |
|-------------------------------|--|----------------------------|-------------------------------|---------------------|
|-------------------------------|--|----------------------------|-------------------------------|---------------------|

Total quantity of Attachments to Structures to be discontinued is _____.

DATE _____
By (Print Name) _____
Signature _____
Title _____

**ACKNOWLEDGMENT OF DISCONTINUANCE OF
UNDERGROUND SERVED STREET LIGHT ATTACHMENT**

Use of Structures has been discontinued as above.

DATE _____
LICENSOR _____
By (Print Name) _____
Signature _____
Title _____

IDENTIFICATION TAGS

(A) **GENERAL**

This Appendix describes identification tags to be installed and maintained by Licensee on its cables and other apparatus to allow Licensor to readily identify the owner of such cables and apparatus.

(B) **DESCRIPTION OF IDENTIFICATION TAGS**

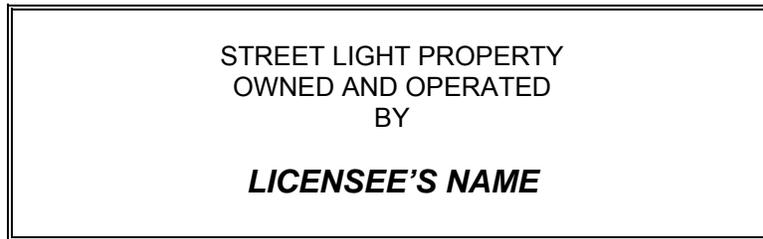


FIGURE 1: Identification Tag

The tags shall be yellow with black lettering. Licensee shall be responsible for maintaining the legibility of identification tags at all times.

The Identification Tag shall be placed on Licensee's facilities including, but not limited to, cables guys, terminals, terminal closures, and cabinets. The Identification Tag shall read as follows: "STREET LIGHT PROPERTY OWNED AND OPERATED BY" and clearly display Licensee's name. Licensee's name may be printed on the tag using indelible ink.

(C) **PROCUREMENT OF TAGS**

It shall be the responsibility of Licensee to obtain, place, and maintain Identification tags.

(D) **INSTALLATION OF IDENTIFICATION TAGS - UNDERGROUND APPLICATIONS**

When required by Section 5.5, Identification Tags shall be installed at the following locations:

- (1) On cables at each manhole or handhole, on the top of the cable so that it is visible from outside the manhole or handhole.
- (2) At terminal or Connection Point locations.
- (3) Within cabinets or other equipment where appropriate.

LIGHTING SOURCE IDENTIFICATION LABELS

The Licensee is required to provide and affix to each luminaire a clear, legible and comprehensive lighting source identification label consistent with ANSI-NEMA Standards for Roadway and Area Lighting Equipment – Field Identification of High Intensity Discharge Lamps and Luminaires, (ANSI/NEMA C136.15-2009, latest revision) or other industry standard compliant with the specific lamp or lighting source, as applicable.