

October 16, 2013

BY HAND DELIVERY & ELECTRONIC MAIL

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

**RE: Docket 4442 - The Narragansett Electric Company d/b/a National Grid
Tariff Advice Filing for Customer-Owned Street & Area Lighting Proposal
Responses to RI League and WCRPC – Set 1**

Dear Ms. Massaro:

I have enclosed National Grid's¹ responses to the Rhode Island Public Utilities Commission's ("Commission") First Set of Data Requests directed to National Grid and the Rhode Island League of Cities and Towns and the Washington County Regional Planning Council's (collectively, "RI League/WCRPC") First Set of Joint Data Requests directed to National Grid in the above-referenced docket. National Grid will file its responses to Commission 1-7 and RI League/WCRPC 1-1 on Friday, October 25 pursuant to the extension the Commission granted the Company for responding to these two data requests.

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
Leo Wold, Esq.
Steve Scialabba, Division

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 16, 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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The Narragansett Electric Company
d/b/a National Grid
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RI League & WCRPC 1-2

Request:

Explain each and every difference between the proposed S-05 rate and the S-14 rate.

Response:

The following is a summary of the differences between the availability and operation of General Street and Area Lighting Service Rate S-14 ("Rate S-14) and Proposed Customer Owned Lighting Service Rate S-05 ("Rate S-05):

Availability

- Service under proposed Rate S-05 would be available to municipalities (cities and towns) in Rhode Island that have purchased their street and area lighting equipment pursuant to R.I.G.L. § 39-29-1-5. Service under Rate S-14 is available to Rhode Island municipalities (cities and towns), governmental entities, or other public authorities for full street lighting service (i.e., company-owned and maintained facilities).
- Service on proposed Rate S-05 would be contingent upon the execution of a purchase and sale agreement and a license agreement(s) related to the customer's purchase of company-owned lighting equipment.
- Customers on proposed Rate S-05 would be responsible for maintaining all the lighting equipment purchased from the Company and any customer-owned lighting equipment installed subsequent to any purchase. The Company owns and maintains all lighting equipment providing service to customers on Rate S-14.

Rate

- Customers served under Rate S-14 are assessed fixed monthly luminaire and pole/standard charges specific to each luminaire/pole type. The charges are designed to recover the return on investment, depreciation, operation and maintenance expenses, and taxes associated with the lighting facilities serving the customer as well as all distribution facilities necessary to deliver electricity to the streetlights. Proposed Rate S-05 customers would be assessed a per kWh (Kilowatt-hour) charge designed to recover only the cost of distribution facilities necessary to deliver electricity to the customer's facilities.

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RI League & WCRPC 1-2, page 2

- All light source types available to Rate S-14 customers would be available to Rate S-05 customers. Proposed Rate S-05 also includes pricing provisions for solid state lighting sources, specifically light emitting diode (“LED”).
- Customers served under proposed Rate S-05 would have the option of choosing service from the following four operating schedules for each luminaire: Continuous, Dusk-to-Dawn, Dimming, and Part-Night. Rate S-14 includes only dusk-to-dawn service.

Other Provisions

- Rate S-14 includes several provisions not present in proposed Rate S-05. These provisions describe customer and company responsibilities related to installation and maintenance of Company-owned facilities including Excessive Damage, Relamping, Failure of Lights to Operate, Location of Street and Area Lights, Permanent Discontinuance of Lighting Facilities, and Relocation of Lighting Facilities. Proposed Rate S-05 has several provisions not found in Rate S-14. These provisions in proposed Rate S-05 describe customer and company responsibilities related to customer-owned facilities, including Liability and Indemnification, Inventory of Lights, and Termination of Service.
- Rate S-14 includes a temporary turn-off provision that allows the customer to discontinue service for designated lights for a specified period of time by paying a reduced monthly luminaire charge.

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RI League & WCRPC 1-3

Request:

Why is the distribution charge proposed in the S-05 tariff so much higher than the distribution charge assessed in Massachusetts' S-5 tariff?

Response:

The Narragansett Electric Company and Massachusetts Electric Company are separate operating entities. Each Company has differences in the underlying cost to provide distribution service, including that to street lighting customers. In addition, each Company's rates are based upon methodologies approved by the regulatory agency in the respective state and may reflect differences in design principles. Therefore, there is no reason for the two Companies to have comparable kilowatt hour charges pertaining to any rate class even if the charges are designed in a similar manner. Additionally, The Narragansett Electric Company implemented new rates in February 2013 following a general rate case. Massachusetts Electric Company's last rate case was in 2009.

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RI League & WCRPC 1-4

Request:

Please produce the proposed purchase and sale agreement referenced in the tariff.

Response:

Please see Attachment RI League & WCRPC 1-4, which is the Company's Agreement of Sale.

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RI League & WCRPC 1-5

Request:

Please produce the licensing agreement referenced in the tariff filing.

Response:

Please see Attachment RI League & WCRPC 1-5(a) (National Grid's License Agreement for Overhead Electrical Service and Attachments to Utility Poles for Street and Area Lighting) and Attachment RI League & WCRPC 1-5(b) (License Agreement For Underground Electrical Service and Attachments To Utility Structures for Street and Area Lighting).



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

BETWEEN

The Narragansett Electric Company
d/b/a National Grid
(COMPANY)

AND

City/Town Name, Rhode Island
(CUSTOMER)

DATED: Month __, 2013

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THIS AGREEMENT ("Agreement"), is made this [] day of [Month], 2013, by and between The Narragansett Electric Company, a corporation organized and existing under the laws of Rhode Island, having its principal office at 280 Melrose Street, Providence, Rhode Island, 02907 (hereinafter referred to as the "Company"), and the [City/Town Name], a municipal corporation organized and existing under the laws of Rhode Island, having its principal office at [Street Address, City/Town], Rhode Island, [Zip Code] (hereinafter referred to as the "Customer").

WITNESSETH

WHEREAS, Customer 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 Customer's municipality; and

WHEREAS, Customer has purchased street and area lighting Facilities attached to Company's Poles pursuant to R.I.G.L. §39-29-1 *et seq.*, and the rulings of the Rhode Island Public Utilities Commission (the "PUC") and desires to retain and/or make Attachments on the Poles of Company, which Poles are either Jointly Owned or solely owned by Company; and

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

WHEREAS, Company 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 Company's Poles in a specified geographic area, where reasonably available and where such use will not interfere with Company'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 Company sold and Customer 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 Customer, placed on Company'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 Customer, limited to the specific wiring of an individual luminaire and/or a conductor span from a Customer owned pole and including Guy Strand(s), placed on Company'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 Company 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 Company, 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 Customer, of the Pole(s) on which Customer proposes to: (i) make a new Attachment(s), (ii) relocate an existing Attachment(s), or (iii) Materially Change an existing Attachment(s), performed by Company 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 Customer'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 Company.

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

1.9 "Make-Ready Work" shall mean the work, identified through the Customer requested Field Survey, required to safely accommodate Customer's requested Attachments on Company'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 Customer's Attachments safely on Company'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 Company or Other Customers, attributes related to billing, and/or financial reporting considered as a capital investment.

1.11 The "PUC" shall mean the Rhode Island Public Utilities Commission.

1.12 "Other Customer" shall mean any entity, other than Customer as defined herein or a Joint User, to whom Company has extended or hereafter shall extend the privilege of attaching equipment or facilities to Company'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 Company 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, Company agrees to issue to Customer, revocable, nonexclusive licenses authorizing Customer's Attachments to Company's Structures within the City/Town Name, for the sole purpose of providing street or area lighting. The license(s) shall (1) authorize existing and future Attachments upon Company'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 Customer'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 Company's Poles or the payment of any fees or charges by Customer as required under this Agreement shall create or vest in Customer any ownership or property rights in such Poles. Customer'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 Company's rights to use the public or private property at the location of Company's Poles.

2.3 Nothing contained in this Agreement shall be construed to compel Company to construct, retain, extend, place, or maintain any Pole or other facilities not needed for Company's

own service requirements. This paragraph is not intended to limit the obligation of Company to provide electric distribution service to Attachments pursuant to Company's tariffs.

2.4 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Company with respect to any agreement(s) and arrangement(s) that Company has heretofore entered into, or may in the future enter into, with Other Customers not party to this Agreement regarding the Poles covered by this Agreement. The rights of Customer shall at all times be subject to any such existing and future agreement(s) or arrangement(s) between Company and any Joint Owner(s), Joint User(s) or Other Customers of Company's Poles. Anything in this Agreement to the contrary notwithstanding nothing contained in this Agreement shall be construed to grant, and Company 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. Customer shall be and remain solely responsible for obtaining all necessary and appropriate attachment rights or consents required in connection with the Attachments. The Customer 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 Customer to include any wired or wireless hardware, equipment, apparatus, or device as part of any Attachment authorized by Company under the terms of this Agreement.

2.6 Except as otherwise provided herein, Company and Customer 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 Customer shall pay to Company 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 Company 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 Company may change the amount of fees and charges specified in APPENDIX I by giving Customer no fewer than sixty (60) days written notice prior to the date the change becomes effective. Notwithstanding any other provision of this Agreement, Customer 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 Customer, provided that Customer gives Company 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, Customer shall be responsible for the removal of all Customer'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 Customer requests to install an Attachment or on which Customer proposes to relocate or Materially Change an existing Attachment. Prior to Company's performance of the required Field Survey, Customer shall authorize Company to perform such Field Survey and Customer shall make advance payment to Company in the amount specified by Company to cover Company'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 Company, no adjustment of the Field Survey costs paid by Customer shall be made to reflect Company's actual costs to perform the Field Survey, whether or not Company's actual costs are more or less than the estimated costs paid by Customer. The current standard charge assessed to Customer and all Other Customers for the Field Survey can be found in APPENDIX I, Schedule of Fees and Charges and is based on Company's current estimated cost to perform and complete the Field Survey. Company reserves the right to change such standard charge assessed to Customer and all Other Customers 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, Company'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 Company, the Field Survey has been authorized by Customer, and Customer has made advance payment to Company in the amount specified by Company.

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

4.3 Customer 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 Customer'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 Customer requested Field Survey, Customer'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 Company's engineering standards, as may be amended from time to time, in effect at the time the Field Survey for such Attachments is performed. Customer shall participate in any forum, group or organization, and utilize any designated common information management system, solely at the Customer'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 Customer's Attachments or any part(s) thereof are not placed, maintained, and removed in accordance with Section 5.1, Company may, upon ten (10) days' written notice to Customer and in addition to any other remedies Company may have hereunder, remove Customer's Attachments from any or all of Company's Poles or perform such other work and take such other action in connection with said Attachments that Company deems necessary or advisable to provide for the safety of the public or Company's employees or performance of Company's service obligations, at the cost and expense of Customer and without any liability incurred by Company to Customer therefore; provided, however, that when in the reasonable judgment of Company such a condition may endanger the safety of Company's employees or contractors, other persons or property or interfere with the performance of Company's service obligations, Company may take such action in its sole discretion without liability and without prior notice, written or otherwise, to Customer.

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

5.4 Customer shall install in-line fuse assemblies or another form of Company approved physical disconnect device to function as an electrical separation between Company's and Customer'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 Company and Customer, installed in conformance with Company's Overhead Electrical Construction Standards and be connected to the electrical distribution system's energized lead of the aerial conductor designated by Company 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 Company 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, Company shall own the electric distribution system from and including the Connection Point and the Customer 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 Company shall, in its sole discretion, determine the applicable demarcation point with respect to electric distribution equipment and the Facilities.

5.5 Customer 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 "The Narragansett Electric Company" or any other reference to Company, Company's affiliates, or Company's predecessors in interest found on or among the Facilities so that no reference to Company remains visible on or among the Facilities being transferred from Company to Customer. The foregoing sentence shall only apply to wooden poles and street light standards included in the Facilities. The Customer shall also place Customer Identification Tags on all Attachments which shall include the name of the Customer. The Company, 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 Customer 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 Customer shall utilize Company'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 Company'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 Customer shall provide to the Company 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 Customer must be clear, comprehensive and approved by the Company.

6.0 LEGAL REQUIREMENTS

6.1 Customer 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 Company's Poles for which Customer has obtained Street Light Pole Attachment Licenses under this Agreement and shall submit to Company 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 Company's Poles where the placement of Customer's Attachments would result in a forfeiture of the rights of Company or Joint Users to occupy the property on which such Poles are located. If placement of Customer's Attachments would result in a forfeiture of the rights of Company or Joint Users, or both, to occupy such property, Customer agrees to remove its Attachments forthwith; and Customer agrees to pay Company 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 Customer's Attachments is either usable or unusable space.

7.0 ISSUANCE OF LICENSES

7.1 Company 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 Customer from Company prior to the date hereof.

7.2 Prior to the placement, relocation, or Material Change by Customer of any Attachment to any Pole of Company, Customer shall make application for and have received a license therefore from Company 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 Company to provide the Attachment license and to maintain quality assurance of the billing records, Customer shall issue to Company within 15 days of the beginning of each calendar year, and as otherwise requested by Company, 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). Customer shall provide to Company a similar list of Facilities which are in-service upon request by Company. Such requests shall be limited to no more than one every 90 days. The

Customer shall be capable of providing the list of Facilities in a form approved by Company. The Company may perform random field audits of Facilities for the purpose of quality assurance of the information on the list provided by the Customer. To the extent there are any differences between the Customer's list of Facilities and the Company's list of Attachments which cannot be reconciled to the satisfaction of the Company, 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 Customer requests to be connected to the Company's electric distribution system must meet the requirements of the Company's engineering standards and other designated design configurations for customer owned facilities (as determined by Company in its sole discretion); Company shall not connect any new Materially Changed or reconfigured Facilities that fail to meet such standards. All equipment connections by the Customer shall comply with all applicable Company standards and requirements, including, but not limited to, the application of a physical disconnect in close proximity to the Company provided connection to the electric distribution system.

8.2 A Field Survey is required for each Pole on which Customer requests to install an Attachment or on which Customer proposes to relocate or Materially Change its existing Attachment(s) in order to determine whether or not the Pole is adequate to accommodate Customer'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 Company acknowledges that the Customer will not request a Field Survey if Customer 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 Customer is to provide Company a written request for each Field Survey providing appropriate description and engineering detail to define the proposed Attachment. The Company shall provide Customer a Field Survey estimate representing all anticipated costs. Company shall perform the Field Survey(s) following receipt of the Customer's written authorization to proceed and the advance payment of the estimated total cost amount specified by the Company for all Field Survey(s) work in accordance with the provisions of Article 4.0.

8.3 In the event Company determines that a Pole on which Customer desires to install a new Attachment or on which Customer 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 Customer in accordance with the specifications set

forth in Article 5.0, Company 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 Customer.

8.4 Any required Make-Ready Work will be performed following receipt by Company of the completed Authorization for Pole Make-Ready Work and Customer's advance payment in the amount specified by the Company. Customer shall pay Company 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 Customer's Attachments. Customer shall not be entitled to reimbursement of any amounts paid to Company for Pole replacements or for reconfiguration of Attachments on Company's Poles by reason of the use by Company or other authorized user(s) of any additional space resulting from such replacement or reconfiguration. Any federal, state, or local taxes incurred upon Company's receipt of these amounts from Customer will be added to Customer's Make-Ready Work costs on a grossed up basis, as applicable and determined by the scope of work being performed.

8.5 Company reserves the right to refuse to grant a Street Light Pole Attachment License to Customer or refuse authorization for the relocation or replacement of Attachments on a Pole when Company reasonably determines that: (i) the space on such Pole is required for the safe operation of Company's distribution system, (ii) such Pole may not be replaced, (iii) the existing Facilities on such Pole may not be rearranged to accommodate Customer's Attachments, or (iv) the proposed Customer Facilities will negatively impact other customer services provided by Company. 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 Company to refuse to grant a license.

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

- (a) reconfigure its Attachment(s) on the Pole(s) or transfer its Attachment(s) to any replacement Pole(s) as determined by Company so that the additional facilities of Company or Joint Owner may be attached. When such reconfiguration or transfer is required to install Company's or Joint Owner's additional attachments, Customer shall assume the expense of such reconfigurations or transfer of Customer's Facilities by Customer. 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 Customer'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 Company or Joint Owner.

(b) not reconfigure or transfer its Attachments within fifteen (15) days after receipt of written notice from Company requesting such reconfiguration or transfer, Company or Joint User may perform or have performed such reconfiguration or transfer of Customer's Attachments to accommodate additional Attachment, modifications, rearrangements, replacements or relocations of Company's or Joint Owner Attachments. Customer shall reimburse the Company for all expenses incurred with the Make-Ready Work performed by Company. Where such reconfiguration or transfer of Customer's Attachments is completed by Company due to: (i) the requirements of a government agency, whether local, state or federal, for the removal, relocation, or modification of a Pole affecting Customer'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 Company or Joint Owner, Customer agrees to pay the costs thereof.

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

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

(b) not rearrange or transfer its Attachments within fifteen (15) days after receipt of written notice from Company requesting such reconfiguration or transfer, Company or Joint User may perform or have performed such reconfiguration or transfer. Customer shall be responsible for the expenses of such reconfiguration, transfer or removal performed by Company on behalf of Customer in accordance with the provisions of Article 4.0. Customer 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 Customer or third party. Customer has sole responsibility for the recovery of the costs of the reconfiguration, transfer or removal of Customer's Attachments from such Other Customer or third party.

8.8 Company may, when it reasonably deems an emergency to exist, rearrange, transfer, de-energize or remove Customer's Attachments on or from Company's poles, at

Customer's expense, and without any liability on the part of the Company for loss of service provided by Customer or any damage or injury to Customer's Attachments.

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

8.10 All existing and new Facilities must comply with applicable Company 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. Customer acknowledges and agrees that, in the event that Customer seeks to convert, replace or otherwise use a lighting or illumination source other than those provided in Company's applicable tariff, or operate such Facilities in a manner other than as stated in Company's applicable tariff, ("Non-Compliant Facilities"), Company shall be under no obligation to permit or provide service to such Non-Compliant Facilities. In the event Company elects, in its sole discretion, to accommodate such Non-Compliant Facilities, a separate agreement between Customer and Company 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 Customer shall, at its own expense and in accordance with the terms and conditions set forth in this Agreement, construct and maintain its Attachments on Company's Poles in a safe condition and in a manner that: (i) does not interfere with Company's operation of its electric distribution system, (ii) conflict with the use of Company's Poles by Company or by any other authorized user of Company's Poles, or (iii) electrically interfere with Company's facilities attached thereon.

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

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

9.4 Customer 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 Company's electric distribution system or assets, in whole or in part, nor shall the Customer permit or cause any third party (including without limitation, Customer's agent or contractor) to do so. The Company shall be the sole party with authority to perform or make any and all (permanent and temporary) connections to or disconnections from the Company's electric distribution system for the purpose of providing electric service to the Customer's

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

9.5 Customer 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 Company's enclosed or underground primary or secondary electric distribution infrastructure, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears. The Customer and its contractors shall comply with all applicable codes, standards, laws, regulations, and Company's practices and policies when accessing any overhead electric distribution system infrastructure. If and to the extent the Customer needs to access or ingress to any of the Company's underground or overhead electric distribution system infrastructure, the Customer shall contact the Company and the Company shall respond to the Customer's request, provide required support, and/or perform the necessary work as requested following its normal work order scheduling protocol, provided, that, the Company determines, in its sole discretion, that such connection/disconnection or other requested work is appropriate under the terms of applicable codes. The Customer further agrees to compensate Company for all work performed by Company 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 Customer may contract with Company or any other entity for the construction, maintenance, and/or removal of Customer's Attachments on Company's Poles. Customer shall guarantee that any persons installing, maintaining, and/or removing Customer's Attachments on Company's Poles, whether Company's contractors or employees or Customer'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. Customer is responsible for ensuring completion and documentation of any required training for said persons, except where such work is performed by Company.

9.7 All tree trimming made necessary by reason of:

(a) initial construction, reconstruction, relocation, or Facility Material Change of Customer'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 Customer, shall be performed by qualified contractors approved by Company and Customer, at the sole cost and expense of Customer, but at the direction of Company, or

(b) prospective maintenance and operation, including but not limited to the functional performance, lumen output or illumination orientation shall be performed by

Customer or Customer'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 Company and/or other governing authorities upon which the Customer shall comply with the tree trimming Section 9.4 (a) for construction, reconstruction, relocation or Facility Material Change.

10.0 INSPECTIONS OF CUSTOMER'S ATTACHMENTS

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

10.2 Company reserves the right, at its sole discretion, to make inspections of any part of Customer's Attachments at Customer'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 Company pursuant to Article 7.0 *supra*,
- (b) Discrepancy in type, style or size of installed Facility (i.e. luminaire) as compared with Company's records, or
- (c) Any situation creating a safety-related emergency or any condition that prevents safe access to Company's Pole(s) or any facilities installed on Company's Pole(s).

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

10.3 Any charge imposed by Company for such inspections shall be in addition to any other sums due and payable by Customer under this Agreement. No act or failure to act by Company with regard to said charge or any unlicensed use by Customer 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 Company 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 Customer's Attachments for which no license is outstanding is found attached to Company's Poles, Company, 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 Customer to submit in writing, within fifteen (15) days after receipt of written notification from Company of the unlicensed Attachment(s), an Application for Street Light Pole Attachment License. If such application is not received by Company within the specified time period, Customer shall remove its unlicensed Attachment(s) within fifteen (15) days of the final date for submitting the required Attachment License application, or Company may remove the unlicensed Attachment(s) at the cost and expense of Customer and without any liability incurred by Company to Customer for loss of service provided by Customer or any damage or injury to Customer'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 Customer, 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 Company permits Customer to continue the placement of the Attachment.

12.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER

12.1 Company 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 Company to fulfill its service obligations and requirements. Company shall not be liable to Customer for any interruption of Customer's service or for interference with the operation of Customer's services arising in any manner out of the use of Company's Poles, except to the extent caused by Company's negligence or to the extent otherwise required by Company's tariffs.

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

12.3 Except to the extent caused by the negligence of Company, Customer shall, to the full extent allowed by law and to the extent of Customer's insurance coverage (under which Company shall be named an additional insured), and shall cause any party performing work in connection with this Agreement on behalf of Customer to, indemnify, save harmless, and defend Company, 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 Customer'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 Company, by reason of:

(a) any work or action done upon the Poles licensed hereunder or any part thereof performed by Customer or any of its agents, contractors, servants, or employees;

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

(c) any act or omission on the part of Customer or any of its agents, contractors, servants, or employees, for which Company 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 Customer or any of its agents, contractors, servants, or employees, except where such work is performed by Company;

(e) any failure on the part of Customer 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 Customer or any of its agents, contractors, servants, employees; or

(g) by the installation, operation, maintenance, presence, use, occupancy, or removal of Customer's Attachments by Customer or any of its agents, contractors, servants, or employees or by their proximity to the facilities of other parties attached to Company'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 Customer's Attachments in combination with Company's Poles, or otherwise.

12.4 The Company 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 Customer, 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 Customer questions the integrity or safety of any Pole or if the Pole is marked as unsafe, the Customer shall refrain from accessing, ascending, or handling the Pole in any manner whatsoever and shall notify or confirm said condition with Company. Should the Customer, 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 Customer, not Company or its affiliates, shall assume all risk of loss, liability and damages (including injury to any person(s) (including death) or property), and the Customer shall indemnify, defend, release and hold harmless Company, its affiliates and the Company's and its affiliate's successors, assigns, officers, agents, representatives as indicated herein.

12.5 Company, the Company's affiliates, and their respective officers, directors, employees, representatives and contractors shall not be liable to Customer 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, R.I.G.L. § 6-13.1-1 *et seq.*, 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 Customer shall carry insurance issued by an insurance carrier satisfactory to Company 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. Customer'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 Customer's

ownership of the street lights being included. In the event the Customer 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 Customer and its insurance carrier(s) shall waive all rights of recovery against the Company 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 Customer. To the extent the Customer's insurance carriers will not waive their right of subrogation against the Company, the Customer agrees to indemnify the Company for any subrogation activities pursued against them by the Customer's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Company or their employees, subcontractors or agents.

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

13.7 Customer shall submit to Company certificates of insurance including renewal thereof, by each company insuring Customer to the effect that it has insured Customer for all liabilities of Customer covered by this Agreement; and that such certificates will name Company 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 Customer except after the giving of not less than thirty (30) days' written notice to Company. Customer shall also notify and send copies to Company 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

Company: National Grid USA, its direct and indirect parents, subsidiaries and affiliates, shall be named as additional insured.

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

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

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

15.4 No contract between the Customer 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 Company 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 Customer's liabilities and obligations incurred hereunder prior to the effective date of such termination, nor Company's and Customer's rights pursuant to the laws, ordinances, regulations, and rulings governing the subject matter of this Agreement, including but not limited to, R.I.G.L. § 39-29-1 *et seq.*.

18.0 TERMINATION OF LICENSE

18.1 Any license issued pursuant to this Agreement shall automatically terminate when Customer ceases to have authority pursuant to any laws, ordinances, regulations, and rulings, including but not limited to R.I.G.L. § 39-29 *et seq.* 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 Customer may at any time terminate a license for specific Attachment(s) provided written notice of such termination is received by Company 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 Customer Attachments. Following such removal, installation of an Attachment(s) to such Pole(s) shall not be made again until Customer 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 Company may at any time terminate a license for specific Attachment(s) provided written notice of such termination is received by Customer no less than fifteen (15) days prior to proposed actions causing conflict with the existing Attachment(s). Company may exercise its Removal Rights requiring Customer to remove its Attachment(s), at its expense, from any of the designated Company's Pole(s) within fifteen (15) days after termination of the license covering such Attachment(s). If Customer fails to remove its Attachment(s) within such fifteen (15) day period, Company shall have the right to remove such Attachment(s) at Customer's expense. Terms and conditions of Articles 8.0 and 20.0 of this Agreement shall govern the removal of Customer's Attachments.

19.0 TERMINATION OF AGREEMENT

19.1 If Customer 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 Customer's facilities or Attachments are maintained or used in violation of any law and Customer shall fail within thirty (30) days after written notice from Company to correct such default or noncompliance, Company 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 Company 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), Customer furnishes to Company 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 Company is exercising Company's Removal Rights, Company may require Customer to remove its Attachments, Customer shall within thirty (30) days of the date of termination of this Agreement submit a plan and schedule to Company pursuant to which Customer (or its agents) will remove its Attachments from Company's Poles within six (6) months from the date of termination, unless otherwise agreed to by both parties; provided, however, that Customer shall be liable for and pay all fees and charges due to Company pursuant to the terms of this Agreement until Customer's Attachments are removed from Company's Poles and Company is properly notified of same.

19.4 To the extent that Company is exercising its Removal Rights, Company may require Customer to remove its Attachments. If Customer (or its agents) fails to remove Customer's Attachments from Company's Poles within the applicable time periods specified in this Agreement, Company shall have the right to remove the Attachments at Customer's expense and without any liability incurred by Company to Customer for loss of service provided by Customer or any damage or injury to Customer's unlicensed Attachment(s). If Company exercises its Removal Rights to remove the Attachments, Company 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, Customer shall be liable to Company for the remaining expense. Customer shall be liable for and pay all fees and charges due to Company pursuant to the terms of this Agreement until Customer's Attachments are removed from Company's Poles.

20.0 REMOVAL RIGHTS

20.1 The Removal Rights as designated within this article shall apply in all cases where either Customer or Company 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 R.I.G.L §39-29-1 *et seq.*.

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 Customer is responsible for the proposed construction to facilitate the replacement, relocation or removal of the Facilities where applicable at Company's expense.

20.3 Company may exercise its Removal Rights and require Customer to remove its Attachments, and Customer, at the Customer's sole expense, shall remove or have removed in accordance with this Agreement its Attachments from any of Company's Poles within fifteen (15) days of notice. If Customer (or its agents) fails to remove Customer's Attachments from Company's Poles within the applicable time period, Company shall have the right to remove the Attachments at Customer's expense and without any liability on the part of Company for damage or injury to Customer's Attachments. If Company exercises its Removal Rights to remove the Attachments, Company 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, Customer shall be liable for the remaining expense. Customer shall be liable for and pay all fees pursuant to the terms of this Agreement to Company until such Attachments are removed from Company'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 Company'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 state of Rhode Island 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 Customer:** All correspondence related to Customer's street and area lighting including but not limited to; this Agreement, 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 Customer'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 Company:** 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 Company's district office at:

The Narragansett Electric Company d/b/a National Grid
Attention: Manager, Community & Customer Management
280 Melrose Street,
Providence, RI, 02907

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:

The Narragansett 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 Company and Customer, and all previous representations either oral or written, (including, but not limited to any and all previous Pole Attachment Agreements insofar as Customer 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.

The Narragansett 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
STREET LIGHT POLE ATTACHMENTS

(A) Attachment

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

(B) Field Survey

Whenever a Field Survey is required under this Agreement, Customer shall pay Company for the expense thereof. The current standard charge assessed to Customer and all Other Customers for the Field Survey is \$130.00 per Attachment and is based on Company's current estimated cost to perform and complete the Field Survey. Specific to each occurrence, any actions required by the Company 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 Customer 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, Customer shall pay Company for the expense thereof. Make Ready Work may include, but is not limited to, the replacement of the Pole on which Customer's Attachments will be placed with a new Pole of the necessary height, strength, and class required to accommodate Customer's Attachments, and such other changes in the existing Pole line in which such Pole is included as Customer's Attachments may require. Make Ready Work expenses charged by Company may also include the following:

- (1) The net loss to Company 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 Customer's Attachments;
- (3) Transferring Company's Attachments from the old Pole to the new Pole; and
- (4) Any other rearrangements and changes necessary by reason of Customer's proposed or existing Attachments.

(D) Other Charges and Fees

Customer 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 Company, the following shall be applicable:

“Interest shall accrue and be payable to Company 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 Customer 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 Company)

Form A-1

APPLICATION FOR STREET LIGHT POLE ATTACHMENT LICENSE

DATE _____
CUSTOMER _____
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.

CUSTOMER _____
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 _____
COMPANY _____
By (Print Name) _____
Signature _____
Title _____
Telephone No. _____

NOTES:

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

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

Form A-2

STREET LIGHT POLE ATTACHMENT DETAILS

CUSTOMER _____

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

Pole No. Location Attachment Description

_____ (Yes/No)

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

DATE _____

CUSTOMER _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number XXXX
Application / Request No. _____

Form B-1

ESTIMATE FOR FIELD SURVEY

(Customer)

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 _____
Company _____
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 Company in accordance with Appendix I to the License Agreement for Overhead Electrical Service and Attachments to Utility Poles for Street and Area Lighting.

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

Agreement Number XXXX
Application / Request No. _____

Form B-2

MAKE-READY WORK ESTIMATE

(Customer)

In accordance with the License Agreement for Overhead Electrical Service and Attachments to Utility Poles for Street and Area Lighting, dated _____, a Field Survey associated with your Application / Request Number _____ dated _____, _____, for Attachment to Poles has been completed. The following is a summary of the charges that 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 _____
COMPANY _____
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 Company in accordance with Appendix I to the License Agreement for Overhead Electrical Service and Attachments to Utility Poles for Street and Area Lighting.

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

Agreement Number **XXXX**
Application / Request No. _____

Form C

ITEMIZED MAKE-READY WORK

Sheet _____ of _____		Customer:	
Prepared By:		Municipality:	
Date Prepared:		License Application No.:	
LOCATION REFERENCE INFORMATION		MAKE-READY WORK REQUIREMENTS	
Pole No.	Location No. (Street)	Qty.	Description of Work

Agreement Number: XXXX

Form D

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

CUSTOMER _____

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 _____

COMPANY _____

By (Print Name) _____

Signature _____

Title _____

IDENTIFICATION TAGS

(A) GENERAL

This Appendix describes identification tags to be installed and maintained by Customer on its luminaires, cables and other apparatus to allow Company 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. Customer shall be responsible for maintaining the legibility of identification tags at all times.

The Identification Tag shall be placed on Customer'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 CUSTOMER'S NAME. Customer's name may be printed on the tag using indelible ink.

(C) PROCUREMENT OF TAGS

It shall be the responsibility of Customer 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 Customer 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.



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

BETWEEN

The Narragansett Electric Company
d/b/a National Grid
(COMPANY)

AND

City/Town Name, Rhode Island
(CUSTOMER)

DATED: Month __, 2013

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THIS AGREEMENT, ("Agreement"), is made this [] day of [Month], 2013, by and between The Narragansett Electric Company, a corporation organized and existing under the laws of Rhode Island, having its principal office at 280 Melrose Street, Rhode Island, 02907 (hereinafter referred to as the "Company") and the [City/Town Name], a municipal corporation organized and existing under the laws of Rhode Island, having its principal office at [Street Name], [City/Town], Rhode Island [Zip Code], (hereinafter referred to as the "Customer").

WITNESSETH

WHEREAS, Customer 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 Customer's municipality; and

WHEREAS, Customer has purchased street and area lighting Facilities located in or upon Company's Structures pursuant to R.I.G.L. § 39-29-1 *et seq.*, and the rulings of the Rhode Island Public Utilities Commission (the "PUC") interpreting said provision, and desires to retain and/or make Attachments of existing Facilities in or upon Structures of Company; and

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

WHEREAS, Company 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 Company's Structures in a specified geographic area where such use will not interfere with Company's service requirements and obligations or the use of its Structures by others subject to the terms of this Agreement; and

WHEREAS, the Company and Customer agree to minimize or eliminate the applications of Attachments, except those necessary for electrical connection of Customer 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 Company sold and Customer 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 Customer, 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 Customer owned luminaire(s) used to provide street and/or area lighting of public ways or public lands within Customer'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 Company, 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 Customer, of the Structure(s) upon which Customer has an existing Attachment(s) or proposes a new Attachment(s) in accordance with this Agreement, performed by the Company 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 Customer's Facilities.

1.9 "Make-Ready Work" shall mean the work to be performed by the Company, identified through the Customer requested Field Survey, required to safely accommodate Customer's proposed actions of the existing Attachments safely within Company'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 Company or Other Customers, attributes related to billing, and/or financial reporting considered as a capital investment.

1.11 The "PUC" shall mean the Rhode Island Public Utilities Commission.

1.12 "Other Customer" shall mean any entity, other than Customer as defined herein, to whom Company has extended or hereafter shall extend the privilege of attaching equipment or facilities within or upon Company's Structure(s).

1.13 "Removal Rights" shall refer to the rights pursuant to this Agreement or to applicable laws granting Company 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 Company and used for Attachments.

2.0 SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, Company agrees to issue to Customer, revocable, nonexclusive licenses authorizing Customer's existing Attachments to Company's Structures within the **City/Town Name**, for the sole purpose of providing street or area lighting. The license(s) shall (1) authorize existing and future Attachments within or upon Company'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 Customer'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 Company's Structures or the payment of any fees or charges by Customer as required under this Agreement shall create or vest in Customer any ownership or property rights in such Structures. Customer's rights herein shall be and remain a

license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Company's rights to use the public or private property at the location of Company's Structures.

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

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

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

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

3.0 FEES AND CHARGES

3.1 Customer shall pay to Company 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 Company shall be subject to all rights and remedies under this Agreement, including but not limited to, termination rights under Article 19.0.

3.3 Company may change the amount of fees and charges specified in APPENDIX I by giving Customer no fewer than sixty (60) days written notice prior to the date the change becomes effective. Notwithstanding any other provision of this Agreement, Customer 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 Customer, provided that Customer gives Company 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, Customer shall be responsible for the removal of all Customer'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 Customer requests to install an Attachment, a new connection for any Attachment, reconfiguration, or to which Customer proposes to relocate or Materially Change an existing Attachment. Prior to Company's performance of the required Field Survey, Customer shall authorize Company to perform such Field Survey and Customer shall make advance payment to Company in the amount specified by Company to cover Company'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 Company, no adjustment of the Field Survey costs paid by Customer shall be made to reflect Company's actual costs to perform the Field Survey, whether or not Company's actual costs are more or less than the estimated costs paid by Customer. The current standard charge assessed to Customer and all Other Customers for the Field Survey can be found in APPENDIX I, Schedule of Fees and Charges and is based on Company's current estimated cost to perform and complete the Field Survey. Company reserves the right to change such standard charge assessed to Customer and all Other Customers 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, Company'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 Company, the Field Survey has been authorized by Customer, and Customer has made advance payment to Company in the amount specified by Company.

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

4.3 Customer 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 Customer'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 Customer requested Field Survey, Customer'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 Company's Standards, as may be amended from time to time, in effect at the time the Field Survey for such Attachments is performed. Customer shall participate in any forum, group or organization, and utilize any designated common information management system, solely at the Customer'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 customers and other facility owner(s).

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

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

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

Point within or upon the Company's Structures, and be connected to the electric distribution system's energized lead of the underground cable designated by Company 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 Company 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 Company shall own the electric distribution system from the Connection Point and the Customer 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 Company shall, in its sole discretion, determine the applicable demarcation point with respect to Customer's Facilities and electric distribution system equipment.

5.5 As described in APPENDIX II, Form E, Customer shall place or have placed by Company as Make-Ready Work, Identification Tags on cables and on any other associated Facilities of Customer located in or in close proximity to Company's underground Structures including handholes containing circuit disconnect devices. For underground Attachments that exist on the date of this Agreement, Customer 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, Customer 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. Company, 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. Customer shall remove designations of Company found on any of the Facilities and place Identification Tags on all of the Facilities owned by Customer which were originally owned by Company.

5.6 Joint use of Duct by Customer 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 Company 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 Company's underground served aboveground Structures, Customer shall obtain an Underground Served Street Lighting Attachment License for each Attachment including the request for a new Connection Point to Company's underground electric distribution system. In general, the Customer'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 Company's Structure (i.e. standard or pole).

5.10 Customer 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, Customer 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. Customer shall provide to the Company 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 Customer must be clear, comprehensive and approved by the Company.

6.0 LEGAL REQUIREMENTS

6.1 Customer 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 Company's Structures for which Customer has obtained Attachment Licenses under this Agreement and shall submit to Company 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 Company's Structures where the placement of Customer's Attachments would result in a forfeiture of the rights of Company or Other Customers, or both, to occupy the property on which such Structures are located. If placement of Customer's Attachments would result in a forfeiture of the rights of Company or Other Customer, or both, to occupy such property, Customer agrees to remove its Attachments forthwith; and Customer agrees to pay Company or Other Customers, 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 Customer's Attachments is either usable or unusable space.

7.0 ISSUANCE OF LICENSES

7.1 Company 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 Customer from Company prior to the date hereof.

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

7.3 For the Company to provide the Attachment licenses and to maintain quality assurance of billing records, Customer shall issue to Company 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). Customer shall provide to Company a similar list of Facilities which are in-service upon request by Company. Such requests shall be limited to no more than one every 90 days. The Customer shall be capable of providing the list of Facilities in a form approved by Company. The Company may perform random field audits of Facilities for the purpose of quality assurance of the information on the list provided by the Customer. To the extent there are any differences between Customer's list of Facilities and Company's list of Attachments which can not be reconciled to the satisfaction of the Company, 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 Customer understands that only electrical connections (Connection Points) for new Attachments or reconfigurations of existing Attachments will be authorized by Company for Customer's Facilities located within or upon underground Structures. Customer 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 Company's underground served aboveground Structures may be authorized by

Company. Customer shall be responsible for the installation of all new Facilities, Material Changes or replacements of existing Facilities at a location external to Company's Structures. For Attachments authorized by Company, Customer will comply with Company's engineering standards and designated design configuration requirements to facilitate appropriate ingress/egress of Customer's Facilities to Company's Structures and to assure compatibility of Customer's Facilities for the purpose of connections to Company's electric distribution system, respectively.

8.2 A Field Survey is required for each Structure within or upon which the Customer 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 Company's Structures. The Company acknowledges that the Customer will not request a Field Survey if Customer 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 Customer is to provide Company a written request for each Field Survey providing appropriate description and engineering detail to define the proposed Attachment. The Company shall provide Customer a Field Survey estimate representing all anticipated costs. Company shall perform the Field Survey(s) following receipt of the Customer's written authorization to proceed and the advance payment of the estimated total cost amount specified by the Company for all Field Survey(s) work in accordance with the provisions of Article 4.0.

8.3 In the event Company determines that a Structure in which Customer has existing Attachment(s) requires the reconfiguration of the existing Facilities therein to accommodate electric distribution system changes, the Company 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 Customer.

8.4 Any required Make-Ready Work will be performed following receipt by Company of the completed Authorization for Make-Ready Work and Customer's advance payment in the amount specified by the Company. Customer shall pay Company 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 Customer's Attachments. Customer shall not be entitled to reimbursement of any amounts paid to Company for Structure replacements or capacity upgrades, or for rearrangement of Attachments in Company's Structures by reason of the use by Company or other authorized user(s) of any additional capacity resulting from such replacement

or rearrangement. Any federal, state or local taxes incurred on Company's receipt of these amounts from Customer will be added to Customer's Make-Ready Work costs on a grossed up basis, as applicable and determined by the scope of work being performed.

8.5 If Company, for its own service requirements, needs to attach additional facilities or make changes to existing facilities in any Structures within which Customer has Facilities attached, Customer agrees to authorize the Make-Ready Work necessary to either reconfigure its Attachment(s) in the Structure(s) as determined by the Company, or transfer its Attachment(s) to a designated Customer Structure(s) so that the additional facilities of Company may be attached. When such reconfiguration or transfer is required to facilitate additional attachments of Company, Customer shall assume the expense of such reconfiguration or transfer and Customer shall reimburse the Company for all Make-Ready Work performed by Company within Company'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 Customer's Attachment or (ii) a Structure must be repaired or replaced for any reason, including such repair or replacement to accommodate Company's additional attachments.

8.6 When reconfiguration, transfer or removal of Customer's Facilities is required to facilitate Attachments of Other Customers or third parties within Company's Structures, Customer shall be responsible for the expenses of such reconfiguration, transfer or removal performed by Company on behalf of Customer in accordance with the provisions of Article 4.0. Customer 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 Customer(s) or third party(ies). Customer has sole responsibility for the recovery of the costs of the reconfiguration, transfer or removal of Customer's Attachments from such Other Customer(s) or third party(ies).

8.7 The Customer 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 Customer as opposed to being placed in the name of the developer or other third party.

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

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

8.10 All existing and new Facilities must comply with applicable Company 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. Customer acknowledges and agrees that, in the event that Customer seeks to convert, replace or otherwise use a lighting or illumination source other than those provided in Company's applicable tariff, or operate such Facilities in a manner other than as stated in Company's applicable tariff, ("Non-Compliant Facilities"), Company shall be under no obligation to permit or provide service to such Non-Compliant Facilities. In the event Company elects, in its sole discretion, to accommodate such Non-Compliant Facilities, a separate agreement between Customer and Company shall be executed. Such agreement shall be subject to applicable regulatory consent or approval prior to the application of the agreement.

8.11 Company reserves the right to refuse to grant an Underground Served Street Light Attachment License to Customer or refuse authorization for the relocation, Material Change or replacement of Attachments on an aboveground Structure when Company reasonably determines that: (i) refusal is necessary in order to maintain the safe operation of Company's distribution system, (ii) such Structure may not be replaced to accommodate Customer's proposed Attachment, (iii) the existing Facilities on such Structure may not be rearranged to accommodate Customer's Attachments, or (iv) the proposed Customer Facilities will negatively impact other customer services provided by Company. 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 Company to refuse to grant a license.

9.0 CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

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

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

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

9.4 Customer 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 Company's electric distribution system or assets, in whole or in part, nor

shall the Customer permit or cause any third party (including without limitation, Customer's agent or contractor) to do so. The Company shall be the sole party with authority to perform or make any and all (permanent and temporary) connections to or disconnections from the Company's electric distribution system or other assets for the purpose of providing electric service to the Customer's Facilities. If and to the extent the Customer has a need for a connection or disconnection associated with the Company's electric distribution system or assets, the Customer shall contact the Company by making a connection/disconnection request through normal customer contact channels and Company shall make the necessary connection/disconnection, provided, that the Company determines, in its sole discretion, that such connection is appropriate under the terms of applicable codes, standards, laws, regulations and Company's practices and policies.

9.5 Customer 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 Company's enclosed or underground primary or secondary electric distribution system infrastructure, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears. The Customer and its contractors shall comply with all applicable codes, standards, laws, regulations, and Company's practices and policies when accessing any overhead electric distribution system infrastructure. If and to the extent the Customer needs access or ingress to any of the Company's underground or overhead electric distribution system infrastructure, the Customer shall contact the Company and the Company shall respond to the Customer's request, provide required support, and/or perform the necessary work as requested following its normal work order scheduling protocol, provided, that, the Company determines, in its sole discretion, that such connection/disconnection or other requested work is appropriate under the terms of applicable codes and Agreements. The Customer further agrees to compensate Company for all work performed by the Company 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 Customer may (or may explicitly authorize Company, its employees or third parties acting on Customer's behalf to) access or enter Company's Structures for the purpose of asset verification, inventory, inspection and/or other engineering or asset management functions provided the Customer provides sufficient advanced notice to the Company to accommodate all aspects of scheduling. A representative of Company shall be present and all parties are to be properly qualified and outfitted for the physical, environmental and electrical conditions to be encountered. Where Customer has been granted access as provided above, the Company may halt Customer's activities if Customer's activities threaten the safety of any individuals or property and the integrity or reliability of Company's electrical distribution system.

9.7 Any materials removed, or caused to be removed, from within the Structures by Company on behalf of the Customer shall be managed, tested, treated, transported, stored and

disposed of by Company in accordance with applicable rules, regulations or statutes at Customer's expense.

9.8 Customer 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 Customer'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 Customer acknowledges and agrees that some of the Facilities ("Coexisting Facilities") are currently installed or otherwise coexist, in whole or in part, on or within Company's conduit, vaults, or other Company 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 Company 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 Company assets, Company shall provide Customer with written notice of such work ("Company Notice") and Customer agrees to separate and relocate the Customer's Coexisting Facilities associated with such Joint Use Structure within six (6) months following the date of the Company Notice, at Customer's expense and in compliance with all applicable laws, rules, regulations, codes and standards, as if such Coexisting Facilities were new Facilities. The Company Notice shall be provided by Company 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 CUSTOMER'S ATTACHMENTS

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

10.2 Company reserves the right, at its sole discretion, to make inspections of any part of Customer's Attachments at Customer's expense, provided the Customer complies with all terms required to gain access to Company's Structures if needed to witness Customer'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 Company pursuant to Article 7.0 *supra*,
- (b) Discrepancy in type, style or size of installed street light luminaire and or lamp as compared with Company's records, or
- (c) Attachments that have been installed in violation of Article 5.0 *supra*.

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

10.3 Any charge imposed by Company for such inspections shall be in addition to any other sums due and payable by Customer under this Agreement. No act or failure to act by Company with regard to said charge or any unlicensed use by Customer 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 Company 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 Customer's Attachments for which no license is outstanding is found attached to Company's Structures, Company, 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 Customer to submit in writing, within fifteen (15) days after receipt of written notification from Company of the unlicensed Attachment(s), an Application For Underground Served Street Light Attachment License. Alternatively, Customer may notify and authorize Company to remove the unlicensed Attachment in accordance with Article 9.0. If such application or notification is not received by Company within the specified time period, Company shall have the authority to remove the unlicensed Attachment(s) at the cost and expense of Customer and without any liability incurred by Company to Customer for loss of service provided by Customer or any damage or injury to Customer'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 Customer, 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 Company permits Customer to continue the placement of the Attachment.

12.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER

12.1 Company 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 Company to fulfill its service obligations and requirements. Company shall not be liable to Customer for any interruption of Customer's service or for interference with the operation of Customer's services arising in any manner out of the use of Company's Structures, except to the extent caused by Company's negligence or to the extent otherwise required by Company's tariffs.

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

12.3 Except to the extent caused by the negligence of Company, Customer shall, to the full extent allowed by law and to the extent of Customer's insurance coverage (under which Company shall be named an additional insured), and shall cause any party performing work in connection with this Agreement on behalf of Customer to, defend, indemnify and save harmless Company, 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 Customer'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 Company, by reason of:

- (a) any work or thing done upon or in the Structures licensed hereunder or any part thereof performed by Customer or any of its agents, contractors, servants, or employees;
- (b) any use, occupation, condition, operation of said Structures or any part thereof by Customer or any of its agents, contractors, servants, or employees;
- (c) any act or omission on the part of Customer or any of its agents, contractors, servants, or employees, for which Company 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 Customer or any of its agents, contractors, servants, or employees, except where such work is performed by Company;

(e) any failure on the part of Customer 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 Customer or any of its agents, contractors, servants, employees, or;

(g) by the installation, operation, maintenance, presence, use, occupancy or removal of Customer's Attachments by Customer or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Company'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 Customer's Attachments in combination with Company's Structures, or otherwise.

12.4 The Company 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 Customer, 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 Customer questions the integrity or safety of any Structures or if the Structure is marked as unsafe, the Customer shall refrain from utilizing or accessing the Structure in any manner whatsoever and shall notify or confirm said condition with Company. Should the Customer, or its contractor, agent or representative decide, in its sole judgment, to utilize or access a Structure (including, without limitation, Structures which are marked unsafe or appear to be unsafe), the Customer, not Company or its affiliates, shall assume all risk of loss, liability and damages (including injury to any person(s) (including death) or property), and the Customer shall indemnify, defend, release and hold harmless Company, its affiliates, and the Company's and its affiliate's successors, assigns, officers, agents, representatives as indicated herein.

12.5 Company, the Company's affiliates, and their respective officers, directors, employees, representatives and contractors shall not be liable to Customer 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, R.I.G.L. § 6-13.1-1 *et seq.*, 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 Customer shall carry insurance issued by an insurance carrier satisfactory to Company 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. Customer'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 Customer's ownership of the street lights being included. In the event the Customer 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
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13.5 The Customer and its insurance carrier(s) shall waive all rights of recovery against the Company 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 Customer. To the extent the Customer's insurance carriers will not waive their right of subrogation against the Company, the Customer agrees to indemnify the Company for any subrogation activities pursued against them by the Customer's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Company or their employees, subcontractors or agents.

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

13.7 Customer shall submit to Company certificates of insurance including renewal thereof, by each company insuring Customer to the effect that it has insured Customer for all liabilities of Customer covered by this Agreement; and that such certificates will name Company 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 Customer except after the giving of not less than thirty (30) days' written notice to Company. Customer shall also notify and send copies to Company 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 Company: National Grid USA, its direct and indirect parents, subsidiaries and affiliates, shall be named as additional insureds.

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

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

15.3 Structure space licensed to Customer hereunder is for Customer's exclusive use only and is licensed to Customer for the sole purpose of permitting Customer to place or retain existing Facility Attachments upon Company's aboveground Structures or retain the placement of existing Facility Attachments within Company's underground Structures. Customer shall not lease, sublicense, share with, convey, or resell to others any such space or rights granted hereunder. Customer shall not allow a third party, including affiliates, to place Attachments or any other equipment anywhere within or upon Company's Structures, including, without limitation, the space within or upon Company's Structures licensed to Customer for Customer's Attachments, without the prior written consent of Company. Such consent shall not be unreasonably withheld unless otherwise restricted by this Agreement or required by law and may be contingent upon the Company entering into a separate but mutually agreed upon license agreement with the third party.

15.4 No contract between the Customer 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 Company 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 Customer's liabilities and obligations incurred hereunder prior to the effective date of such termination, nor Company's and Customer's rights pursuant to the laws, ordinances, regulations, and rulings governing the subject matter of this Agreement, including but not limited to, R.I.G.L. § 39-29-1 *et seq.*

18.0 TERMINATION OF LICENSE

18.1 Any license issued pursuant to this Agreement shall automatically terminate when Customer ceases to have authority pursuant to any laws, ordinances, regulations, and rulings, including but not limited to R.I.G.L. § 39-29-1 *et seq.* 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 Customer may at any time terminate a license for specific Attachment(s) provided written notice of such termination is received by Company 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 Customer Attachments. Following such removal, installation of an Attachment(s) to such aboveground Structure(s) shall not be made again until Customer 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 Company may at any time terminate a license for specific Attachment(s) provided written notice of such termination is received by Customer no less than fifteen (15) days prior to proposed actions causing conflict with the existing Attachment(s). Company may exercise its Removal Rights requiring Customer to remove its Attachment(s), at Customer's expense, from any of the designated Company's Structure(s) within fifteen (15) days after termination of the license covering such Attachment(s). If Customer fails to remove its Attachment(s) within such fifteen (15) day period, Company shall have the right to remove such Attachment(s) at Customer's expense. Terms and conditions of Articles 8.0 and 20.0 of this Agreement shall govern the removal of Customer Attachments.

19.0 TERMINATION OF AGREEMENT

19.1 If Customer 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 Customer's facilities or Attachments are maintained or used in violation of any law and Customer shall fail within thirty (30) days after written notice from Company to correct such default or noncompliance, Company 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 Company 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), Customer furnishes to Company 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 Company is exercising Company's Removal Rights, Company may require Customer to remove its Attachments, Customer shall within thirty (30) days of the date of termination of this Agreement submit a plan and schedule to Company pursuant to which Company (or its agents) will remove Customer's Attachments from Company's underground Structures and Customer (or its agents) will remove Customer's Attachments from Company's aboveground Structures within six (6) months from the date of termination, unless otherwise agreed to by both parties; provided, however, that Customer shall be liable for and pay all fees and charges due to Company pursuant to the terms of this Agreement until Customer's Attachments are removed from Company's Structures.

20.0 REMOVAL RIGHTS

20.1 The Removal Rights as designated within this article shall apply in all cases where either Customer or Company 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 R.I.G.L §39-29-1 *et seq.*

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 Customer is responsible for the construction of the proposed relocated Facilities and the removal of existing Facilities outside of Company's underground Structures where applicable. For Attachments within Company's Structures or co-existing within a singular common Structure which is also utilized by Company'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 Company at Customer's expense.

20.3 Company may exercise its Removal Rights and require Customer to remove its Attachments, and Customer, at its expense, shall remove or have removed in accordance with this Agreement its Attachments from any of Company's Structures within fifteen (15) days of notice. If Customer (or its agents) fails to remove Customer's Attachments from Company's Structures within the applicable time period, Company shall have the right to remove the Attachments at Customer's expense and without any liability on the part of Company for damage or injury to Customer's Attachments. If Company exercises its Removal Rights to remove the Attachments, Company 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, Customer shall be liable for the remaining expense. Customer

shall be liable for and pay all fees pursuant to the terms of this Agreement to Company until such Attachments are removed from Company'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 Company'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 state of Rhode Island 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 Customer:** All correspondence related to Customer'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 Customer'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 Company:** 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 Company's district office at:

The Narragansett Electric Company d/b/a National Grid
Attention: Manager, Community & Customer Management
280 Melrose Street
Providence, RI 02907

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:

The Narragansett 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 Company and Customer, and all previous representations either oral or written, (including, but not limited to any and all previous license agreements for underground structures insofar as Customer 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.

The Narragansett 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 PUC may, in the future, allow Company to charge fees for the use of its Structures by Customer's Attachments, Customer agrees to pay such fees.

(B) Field Survey

Whenever a Field Survey is required under this Agreement, Customer shall pay Company for the expense thereof. The current standard charge assessed to Customer and all Other Customers for the Field Survey is \$130.00 per Attachment and is based on Company's current estimated cost to perform and complete the Field Survey. Specific to each occurrence, any actions required by the Company 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 Customer 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, Customer shall pay Company for the expense thereof. Make-Ready Work may include, but is not limited to, the modification or replacement of the Structure within which Customer's Attachments will be placed to safely accommodate Customer's Attachments, and such other changes in the existing facilities within or upon such Structure as accommodating Customer's Attachments may require. Make-Ready Work expenses charged by Company may also include the following:

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

(D) Other Charges and Fees

Customer 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 Company, the following shall be applicable:

“Interest shall accrue and be payable to Company 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 Customer 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: **XXXX**
Application Number: _____ (to be provided by Company)

Form A-1

**APPLICATION FOR
UNDERGROUND SERVED STREET LIGHT ATTACHMENT LICENSE**

DATE _____
CUSTOMER _____
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.

CUSTOMER _____
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 _____
COMPANY _____
By (Print Name) _____
Signature _____
Title _____
Telephone No. _____

NOTES:

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

Agreement Number: XXXX
Application Number _____

Form A-2

UNDERGROUND SERVED STREET LIGHT ATTACHMENT DETAILS

CUSTOMER _____

Municipality _____

(Note: Provide separate sheets for each municipality)

Location
Reference

Structure Type
Reference

Attachment Description

_____ (Yes/No)

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

DATE _____

CUSTOMER _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number XXXX
Application / Request No. _____

Form B-1

ESTIMATE FOR FIELD SURVEY

(Customer)

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 _____

Company _____

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 Company in accordance with Appendix I to License Agreement for Underground Electrical Service and Attachments to Utility Structures for Street and Area Lighting.

DATE _____

CUSTOMER _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number: XXXX
Application / Request No.: _____

Form B-2

MAKE-READY WORK ESTIMATE

(Customer)

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 _____
COMPANY _____
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 Company in accordance with Appendix I to License Agreement.

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

Agreement Number: XXXX

Form D

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

CUSTOMER _____

Street Address _____

City, State, Zip Code _____

In accordance with the terms and conditions of the License Agreement for Underground Served Street Light Attachments 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 _____

COMPANY _____

By (Print Name) _____

Signature _____

Title _____

Form E

IDENTIFICATION TAGS

(A) **GENERAL**

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

(B) **DESCRIPTION OF IDENTIFICATION TAGS**

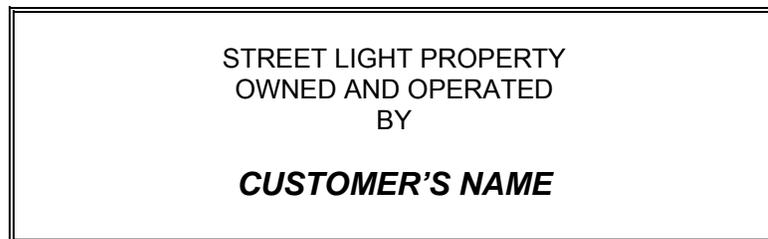


FIGURE 1: Identification Tag

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

The Identification Tag shall be placed on Customer'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 CUSTOMER's name. Customer's name may be printed on the tag using indelible ink.

(C) **PROCUREMENT OF TAGS**

It shall be the responsibility of Customer 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.

Form F

LIGHTING SOURCE IDENTIFICATION LABELS

The Customer 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.

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4442
In Re: For Customer-Owned Street and Area Lighting Proposal
Responses to RI League of Cities and Towns &
Washington County Regional Planning Council's First Set of Data Requests
Issued October 2, 2013

RI League & WCRPC 1-6

Request:

What is the basis of the proposed Lighting Service Charge? When and why must National Grid crew be present for service calls by a municipality's licensed contractor?

Response:

The Lighting Service Charge ("LSC") is not proposed in this filing because it is a charge that the Commission already approved in the Company's 2009 general rate case in Docket No. 4065. The LSC is contained in each of the Company's existing street and outdoor lighting tariffs, and the Company is including the LSC in the proposed Rate S-05 tariff.

The LSC is a fixed fee applicable per site visit to an individual street or area lighting location to compensate the Company for responding to a customer service request associated with customer-owned equipment as defined in Section 18 of the Company's Terms and Conditions for Distribution Service, R.I.P.U.C. No. 2130, Sheet 5. The LSC is further referenced on page 18 of the testimony of Company witness John E. Walter. For the purpose of clarification, the use of the term "may" within the LSC definition allows the Company to waive the LSC charge if the field work performed to satisfy the request is related to repairs made to facilities owned by the Company.

In compliance with the National Electric Safety Code ("NESC") and Company policies and practices, all connections, disconnections, or reconnections of energized attachments to Company-owned electrical distribution sources must be made by the Company or an authorized contractor. When an approved disconnect device is installed within the customer-owned attachment's electric circuit, as required by the license agreement, no Company involvement is required to disconnect electric service to the customer's equipment. Certain routine operation and maintenance services, such as bulb replacement may not require the Company's involvement unless there is a potential for inadvertent contact with energized circuitry.

The field personnel used by the customer to perform operations and maintenance work on customer-owned lighting equipment must be properly trained and equipped under the reference of "qualified" person as defined in the NESC. A "licensed contractor" may or may not meet the standards of a qualified person to work in the proximity of primary and secondary electric distribution.

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4442
In Re: For Customer-Owned Street and Area Lighting Proposal
Responses to RI League of Cities and Towns &
Washington County Regional Planning Council's First Set of Data Requests
Issued October 2, 2013

RI League & WCRPC 1-7

Request:

What is the basis for the proposed "Field Service Charge?"

Response:

There is no Field Service Charge. Instead, the Field Survey Charge ("FSC") is a fixed fee applicable per site visit to an individual street or area lighting assembly to compensate the Company for assessing the adequacy of the impacted Company infrastructure and any conflict with existing attachments in response to a customer's request for a proposed new or modified attachment to Company-owned facilities. The description of the FSC is provided in the applicable Company License Agreement(s), which provide terms and conditions for the prospective operation and maintenance of customer-owned street and area lighting attachments to the Company's electric distribution system infrastructure. See also the Company's response to RI League & WCRPC 1-5. The FSC is further referenced on page 18 of the pre-filed testimony of Company witness, John E. Walter.

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4442
In Re: For Customer-Owned Street and Area Lighting Proposal
Responses to RI League of Cities and Towns &
Washington County Regional Planning Council's First Set of Data Requests
Issued October 2, 2013

RI League & WCRPC 1-8

Request:

Did National Grid consult with any municipalities in Rhode Island in the development of its proposed "Continuous", "Dusk-to-Dawn", "Dimming", and "Part-night" operating schedules? If not, how did National Grid determine that these operating schedules are appropriate to meet the needs of Rhode Island's municipalities?

Response:

National Grid did not consult with any municipalities during the development of the proposed operating schedules.

The Company proposed the accepted industry standard operating schedules for "Continuous" and "Dusk-to-Dawn" applications.

The Company utilized resources and references associated with the "Part-night" operating schedule, which was previously approved in another jurisdictional service territory. In general, the Company considered control equipment cost, availability, adaptability, ease of installation, and daily operating cycle to provide a reasonable part-night operating schedule that would accommodate an acceptable, common-sense description of partial night-time operation.

Specific to the "Dimming" operating schedule, the Company considered various available control products including their purchase, deployment and operating costs, functionality, and compatibility prior to defining an appropriate operating schedule. Similar to the "Part-night" operating schedule development, the selected daily operating cycle reflects a reasonable application of full power light output and a specific dimming period of reduced light output requiring less energy consumption.

The Company recognizes that there are countless potential operating schedules that could be developed to incorporate on-off and dimming capability based upon available technology and individual customer preference. However, the Company must also consider development constraints such as resource and information system limitations that affect process application quality and billing accuracy and the Company's ability to implement the approved tariff in a timely manner. Customized operating schedules will require metering technology, an option that is not available in any of the Company's street lighting tariffs, including the proposed Rate S-05. The final operating schedule proposal provides customers with rational annual operating hour thresholds that promote energy cost savings through the variable operation of their street lights, utilizing all forms of control technologies in an unmetered application.

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4442
In Re: For Customer-Owned Street and Area Lighting Proposal
Responses to RI League of Cities and Towns &
Washington County Regional Planning Council's First Set of Data Requests
Issued October 2, 2013

RI League & WCRPC 1-9

Request:

Data Request No. 1-9 was not included in this set of requests.

Response:

Please see above.

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4442
In Re: Customer-Owned Street and Area Lighting Proposal
Responses to RI League of Cities and Towns &
Washington County Regional Planning Council's First Set of Data Requests
Issued October 2, 2013

RI League & WCRPC 1-10

Request:

Why should municipal costumers that have purchased municipal streetlights indemnify National Grid for damages, claims, and liabilities associated with the ownership, maintenance, and operation or failure of operation of the street and area lighting facilities? Does National Grid indemnify the Towns for such claims when it operates these streetlights?

Response:

National Grid will require municipal customers to indemnify National Grid for damages, claims, and liabilities arising out of the customers' acts or omissions in connection with the customers' ownership, operation, and maintenance of street and area lighting facilities. After a municipal customer purchases the street lighting facilities, the customer (and not the Company) will own the street lighting facilities and will be responsible for properly operating, maintaining, repairing, and performing other duties in connection with such ownership. The Company will grant the customer a license under the license agreements to attach to the Company's poles or other facilities. The Company will require indemnification from municipal customers that purchase street lighting facilities because, as the prior owner of the street lighting assets, National Grid may still be subject to third-party claims relating to the customer-owned street lighting assets.

The Company does not indemnify municipalities for claims arising from the Company's operation of street lights. As the original owner of the street lighting facilities, the Company's responsibilities to the municipalities are governed by the tariff that sets forth the terms and conditions of service.

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4442
In Re: Customer-Owned Street and Area Lighting Proposal
Responses to RI League of Cities and Towns &
Washington County Regional Planning Council's First Set of Data Requests
Issued October 2, 2013

RI League & WCRPC 1-11

Request:

Why does National Grid propose to label each item of lighting equipment? Is this required in all other states where municipalities have the right to buy streetlights? Would a simple code placard at the base of the pole near the pole number suffice?

Response:

National Grid does not propose to label each item of lighting equipment.

When a municipality purchases lighting facilities from the Company, the customer must remove all markings and/or labels relating to the Company's ownership of such lighting facilities, and replace those markings and/or labels with ones that identify the facilities are owned by the municipality. These ownership labels are required for the purpose of clarifying and confirming to Company or municipal field personnel who owns the lighting equipment before performing any service work activities. Municipalities can only purchase those lighting facilities that are associated with a municipal account(s) and the Company will continue to provide lighting services to customers who are not municipalities within the community. Therefore, it is important to be able to properly identify the owners of the various street and area lights in the municipality for the purpose of ensuring that the right owner is performing maintenance activities on specific street lights.

Regarding the required markings and/or labels that must be affixed by the municipality subsequent to a purchase, the Company requires that the placard labeling meet American National Standard Institute ("ANSI") standards and be affixed to each municipality-owned luminaire to externally identify the type and wattage of the light source because this will affirm billing attributes. See ANSI C136.150-2011, American National Standard for Roadway and Area Lighting Equipment - Luminaire Field Identification.

The Company also requires that the customer label each lighting assembly location to promote a unique land-based identification of the customer's equipment. Typically, this form of identification is represented by a structure number and street reference. This location-based labeling system is necessary for maintaining an asset inventory for auditing and processing billing. The use of the Company's location numbering system for lighting facilities sold to the customer is acceptable if confirmed by the customer, in which case the municipality would not need to implement a separate numbering system.

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4442
In Re: Customer-Owned Street and Area Lighting Proposal
Responses to RI League of Cities and Towns &
Washington County Regional Planning Council's First Set of Data Requests
Issued October 2, 2013

RI League & WCRPC 1-11, page 2

The Company is only aware of Massachusetts as another state in which municipal customers have the right to buy street lights from the utility. In Massachusetts, the labeling described above is also required for customers that buy street lighting facilities from the Company's affiliates, Massachusetts Electric Company and Nantucket Electric Company.