

EXHIBIT B

AGREEMENT OF SALE & LICENSE

This Agreement of Sale and License (“Agreement”), is made as of this ____ day of _____, _____, by and between The Narragansett Electric Company d/b/a National Grid, a corporation organized and existing under the laws of the State of Rhode Island, having its principle place of business at 280 Melrose Street, Providence, Rhode Island, 02907, (hereinafter referred to as the “Seller” or the “Company”) and the [City or Town Name], a municipality organized and existing under the laws of the State of Rhode Island, having its principle place of business at Street Address, City/Town, Rhode Island, Zip Code (hereinafter referred to as the “Buyer”). The Seller and the Buyer may hereinafter be referred to individually as a “Party”, and, collectively, as the “Parties.”

WHEREAS, the Seller presently provides street lighting services to the Buyer pursuant to multiple Company tariffs approved by the Rhode Island Public Utilities Commission (the “PUC”) ; and

WHEREAS, Buyer has resolved to exercise its rights under section 39-29-1 et seq. of Chapter 29 of the Rhode Island General Laws (“Section 39”) to buy the Company’s existing outdoor street and/or area lighting and associated equipment located within the boundary limits of the [City/Town Name] as shown and described on Exhibit A attached hereto and made a part hereof (each, individually, a “Facility” and, collectively, the “Facilities”); and

WHEREAS, such sale shall be made pursuant to the Narragansett Electric Company Street and Area Lighting – Customer Owned Equipment S-05, Retail Delivery Service Tariff (“S-05 Tariff”), approved by the Commission; and

WHEREAS, Buyer will hereby purchase 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

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

I. BASIC UNDERSTANDINGS

1. The Seller agrees to sell, and Buyer agrees to purchase, the Facilities, subject to the terms and conditions of this Agreement, the S-05 Tariff and Section 39, on an “as is, where is” basis.

2. Upon Closing (as defined below), the Seller will convey to the Buyer all of its rights, title and interests in such Facilities, including any existing warranties; provided, however, that they are provided as is and Seller is not making any representations or warranties to the Buyer regarding the same.

3. Seller's list of Facilities in Exhibit A is accurate and complete as of the Closing Date.

4. As of the Closing Date (as defined below), the Buyer shall assume all responsibilities and obligations associated with ownership of the Facilities, including, without limitation, those contemplated by this Agreement and the S-05 Tariff.

5. To the extent that Seller possesses existing physical, hardcopy paper maps that appear to relate to the Facilities, and such maps are able to be copied in a legible form, Seller shall furnish the Buyer with one (1) copy of each such map in its current form ("Map(s)") at the Closing.

II. PURCHASE PRICE

1. The Buyer shall pay to Seller at Closing a total consideration of \$ _____ ("Purchase Price") for the Facilities.

2. Seller shall pay all taxes on the Facilities up to and including the Closing Date.

III. CLOSING

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

2. LIENS AND ENCUMBRANCES: Seller represents to Buyer that the Facilities are free from liens and encumbrances.

IV. TRANSFER, OPERATION AND MAINTENANCE OF THE FACILITIES

1. DESIGNATION: Buyer must affix to each luminaire one clear, legible and comprehensive lighting source identification label. The tags shall be yellow with black lettering. 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.

2. DEMARCATION OF OWNERSHIP: The point of ownership demarcation shall be deemed to be the existing connection point where the applicable street light Facility is energized from the electric distribution system ("Connection Point").

3. THIRD PARTY LIGHTING: Lighting facilities (including, without limitation poles, standards, arms, brackets, wires, cable, conductor, conduit, foundations and luminaires)

owned by Seller and used to provide regulated lighting services to independent third party customers (each, a “Third Party Lighting Asset” or collectively, the “Third Party Lighting Assets”) shall not be included in the Facilities that are being transferred to the Buyer through this Agreement. The transfer of Facilities shall exclude facilities upon which Third Party Lighting Assets are attached, physically and/or electrically (“Third Party Lighting Facility(ies)”); provided, however, the Seller shall transfer the requested luminaires and associated brackets or arms to the Buyer on these facilities upon which Third Party Lighting Assets are attached.

4. **AUTHORITY TO PERFORM CONNECTIONS:** Seller shall be the sole Party with authority to perform or make any and all (permanent and temporary) connections or disconnections to the Seller’s electric distribution system or assets for the purpose of providing electric service to the Buyer’s outdoor street and area lighting system or otherwise in connection with the Facilities. Buyer is prohibited from and shall not permit or cause any third party to, access or ingress any of the Seller’s enclosed or underground primary or secondary electric distribution system infrastructure, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears.

5. **JOINT USE INFRASTRUCTURE:** Some of the Facilities (“Coexisting Facilities”) are currently installed or otherwise coexist, in whole or in part, on or within Seller’s conduit, vaults, or other Seller facilities, assets or infrastructure (“Joint-Use Structures”). If Seller elects to significantly modify or replace any Joint Use Structure, including, without limitation, making significant repairs or upgrades to such Joint Use Structure or associated Seller assets it shall be the sole responsibility of the Seller to relocate the Buyer’s Coexisting Facilities associated with such Joint Use Structure at Seller’s expense and in compliance with all applicable laws, rules, regulations codes and standards. If Buyer determines that the Coexisting Facilities require significant repair, modification or replacement for Buyer’s purposes it shall be the sole responsibility of the Buyer to relocate or modify the Buyer’s Coexisting Facilities associated with such Joint Use Structure at Buyer’s expense and in compliance with all applicable laws, rules, regulations codes and standards.

6. **ATTACHMENT RIGHTS & EASEMENTS:** The Seller shall provide all necessary and appropriate attachment rights or consents required for the Buyer to maintain and operate the Facilities or otherwise required in connection with the Facilities, including, without limitation, rights to attach to support infrastructure (i.e. poles or underground infrastructure) (the “License”). 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.

Seller shall assign all existing easements, rights of way or other access rights or grants of location associated with the pole, to the extent allowed by such agreements.

7. NEW LIGHTING FACILITIES:

All new street lighting facilities which the Buyer requests to be connected to the Seller's electric distribution system shall meet the requirements of the Seller's applicable engineering standards and other design requirements for customer owned Facilities. Buyer shall, at its own expense, 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. Buyer shall immediately notify Seller of the installation of any new street lighting equipment or any change to any street lighting equipment that impacts the applicable rate.

If the proposed Attachment will increase the load on the joint use pole or adversely affect the distribution system (eg, introducing an increase in harmonics above the level typical of the current street lighting that would be harmful to the distribution system, or the use of a fixture or device with lower power factor than the current utility owned streetlights), Buyer shall apply for an attachment license pursuant to the form attached at Exhibit C. A Field Survey is required for such an Attachment. The current standard charge assessed for the Field Survey is \$130.00 per Attachment, based on Company's current estimated cost to perform and complete the Field Survey. Buyer shall pay the actual incurred cost of any Make-Ready Work necessary to prepare the pole for the proposed Attachment.

If the proposed attachment does not increase the load on the joint use pole or adversely effect the distribution system (eg, installing an LED light that is lighter or equal in weight and presented a equal or lower cross sectional wind area, provided for the same or less harmonics and the same or better power factor) it is an "in kind" replacement. National Grid need only be notified of an in kind replacement if there is a change in wattage and fixture type that impacts applicable rates.

Seller reserves the right, at its sole discretion, to make inspections of any part of Buyer's Attachments at Buyer's expense, if the inspection performed pursuant to Section 10.1 supra reveals either of the following: (a) Discrepancy in type, style or size of installed Facility (i.e. luminaire) that impacts rates as compared with Company's records, or (b) 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.

If Buyer's Attachments or any part(s) thereof are not placed, maintained, and removed in accordance with this Agreement, Company may, upon ten (10) days' written notice to Customer and in addition to any other remedies Company may have hereunder, remove that Attachment from the Company's Structure or take such other action necessary to provide for the safety of the public or Company's employees or performance of

Company's service obligations, at Buyer's cost and without any liability incurred by Company to Customer therefore. If, in the reasonable judgment of Company, such a condition may endanger the safety of Company's employees, contractors, other persons or property, Company may take such action, in its sole discretion, without prior notice to Customer.

V. MISCELANEOUS

1. This Agreement shall be governed by, performed, and construed in accordance with the laws of the State of Rhode Island without regard to the conflicts of law principles contained therein.
2. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes all previous agreements, discussions, communications, and correspondence. Any prior agreements, promises, negotiations, or representations not set forth in this Agreement are of no force or effect.
3. This Agreement and the rights and obligations set forth herein shall not be assigned by either Party without the written agreement of both Parties. This Agreement may not be amended or modified except in a writing signed by both Parties, and shall inure to and be binding upon the Parties and their respective successors and assigns.
4. If any provision of this Agreement is held invalid by any court or body of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
5. Any notice given under this Agreement shall be in writing and shall be hand delivered, sent by registered or certified mail, delivered by a reputable overnight courier, or sent by facsimile with electronic confirmation of receipt, to the other party's representative as follows:

Buyer:

City/Town Name

Street Address

City/Town, State Zip Code

Attention: _____

Seller:

The Narragansett Electric Company d/b/a National Grid

40 Sylvan Avenue

Waltham, MA 02451

Attention: Outdoor Lighting & Attachments

6. The Parties understand and agree that this Agreement is made pursuant to Section 39 and shall be subject to the terms of the S-05 Tariff. To the extent there is any conflict between this Agreement and the S-05 Tariff, the S-05 Tariff shall govern.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be

executed by their duly authorized representatives as of the date first written above.
The Narragansett Electric Company

By: _____

Name: Susan Fleck

Title: Vice President

Standards, Codes & Policies

CITY/TOWN NAME

By: _____

Name: Authorized Signer

Title: Title

EXHIBIT A
DESCRIPTION OF STREET AND AREA LIGHTING FACILITIES

EXHIBIT B
BILL OF SALE

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

[Description of Facilities –Exhibit A]

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

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

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

THE NARRAGANSETT ELECTRIC COMPANY

By: _____

Name: Susan Fleck

Title: Vice President-Standards, Policies & Codes

Accepted as to the Terms and Conditions contained herein,

CITY/TOWN NAME

By: _____

Name: Authorized Signer

Title: Title

EXHIBIT C

Agreement Number XXXX Form A-1

Application Number _____ (to be provided by Company)

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 Form A-2

Application Number _____ (to be provided by Company)

STREET LIGHT POLE ATTACHMENT DETAILS

CUSTOMER _____

Municipality _____

(Note: Provide separate sheets for each municipality)

Pole No. Location Attachment Description