

April 3, 2014

**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  
Comparison of S-05 Tariff, Sale of Agreement and Attachment Agreements**

Dear Ms. Massaro:

Pursuant to Attorney Wilson-Frias's request, I have enclosed the following documents:

- Attachment A: A redline comparison of the Proposed S-05 Tariff (the "Tariff") the Company<sup>1</sup> filed on March 17, 2014 with the Tariff the Company filed on November 12, 2013 in response to Commission 2-1;
- Attachment B: A redline comparison of the Agreement of Sale the Company filed on March 17, 2014 with the Agreement of Sale the Company filed on November 12, 2013 in response to Commission 2-2;
- Attachment C: A redline comparison of the Final Agreement the Company filed on March 17, 2014 with the License Agreement for Overhead Electrical Service and Attachments to Utility Structures ("Overhead Agreement") the Company filed on November 12, 2013 in response to Commission 2-2;
- Attachment D: A redline comparison of the Agreement for Customer-owned Street and Area Lighting Attachments the Company filed on March 17, 2014 ("Final Agreement") with the License Agreement For Underground Electrical Service and Attachments to Utility Structures ("Underground Agreement") the Company filed on November 12, 2013 in response to Commission 2-2<sup>2</sup>.

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<sup>1</sup> The Narragansett Electric Company d/b/a National Grid.

<sup>2</sup> Please note that since it filed the Underground Agreement with the Rhode Island Public Utilities Commission (the "PUC") on November 12, 2013, the Company combined the Overhead and Underground Agreements into one document, as reflected in the Final Agreement the Company filed on March 17, 2014.

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Customer-Owned & Area Lighting Proposal  
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As reflected in the Final Agreement the Company filed with the PUC on March 17, 2014, the Company has combined the Underground and Overhead Agreements into one single agreement document, so there are no longer separate attachment agreements. The Agreement of Sale and Proposed Tariff are still separate documents.

Thanks for your attention to this transmittal. If you have any questions concerning the enclosed documents, please contact me at 781-707-2121.

Very truly yours,



Raquel J. Webster

Enclosures

cc: Docket 4442 Service List  
Thomas Ahern, Administrator  
Leo Wold, Esq.  
Steve Scialabba, Division

**Attachment A<sup>1</sup>**  
**Comparison**

Proposed Rate S-05 Tariff

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<sup>1</sup> Please note that this is a comparison between the tariff the Company filed on March 17, 2014 with the tariff the Company filed in response to Commission 2-1 on November 12, 2013.

THE NARRAGANSETT ELECTRIC COMPANY  
**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-05**  
RETAIL DELIVERY SERVICE

**AVAILABILITY**

Street and Area Lighting Service is available under this rate to any municipal city or town, hereinafter referred to as Customer, in accordance with the qualifications and specifications set forth below and all provisions and terms as further defined in applicable [attachment](#) agreements.

Customers who have received service under the Company’s General Street and Area Lighting Rate S-14 [or Decorative Street and Area Lighting Service Rate S-06](#) and have purchased street and area lighting facilities, including dedicated poles, standards, or accessories pursuant to R.I.G.L § 39-30-1 [et seq.](#), shall be served under this rate, provided that the Customer has complied with all provisions and terms of the rates and any related [attachment](#) agreements. Service under this rate is contingent upon the execution of a written purchase and sale agreement for the Company’s designated street and area lighting facilities, and dedicated poles, standards or accessories, the completed transfer of title to the facilities from the Company to the Customer, and the execution of and compliance with associated [attachment](#) agreements between the Customer and the Company. Any street and area lighting additions, removals, or replacements performed by the Customer shall be served on this tariff provided the Customer is compliant with all terms and provisions of this tariff and [attachment](#) agreements, and written notice is provided to the Company.

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Service provided under this tariff shall be unmetered. The type of service supplied and delivery service voltage shall be determined by the Company in accordance with the Company’s Specifications for Electrical Installations.

Street and Area Lighting Service under this rate does not include maintenance of street and area lighting equipment owned by the Customer. The Customer shall be responsible for providing maintenance, and absent a separate written contract between the Company and the Customer, the Company shall have no obligation to maintain facilities and equipment owned by the Customer.

**STREET AND AREA LIGHTING – CUSTOMER-OWNED EQUIPMENT**

**RATE**

The following are unmetered annual billable kWh delivered values for specific individual light source types functioning on a designated operating schedule for applicable customer-owned street and area lights. These annual billable kWh deliveries for the specified light source type/wattage and operating schedule shall be applied to customer-owned street and area lights that require annual kWh deliveries that are less than or equal to the values indicated below as determined by the Company.

1. Annual Billable kWh Deliveries

Incandescent & High Intensity Discharge (HID) Light Sources:

Light Source Type	Nominal Wattage	Billable Wattage	Annual Billable kWh Delivered			
			Continuous	Dusk-To-Dawn	Dimming-70%	Part-Night-4hr
Incandescent (INC)	105	105	920	438	392	285
	205	205	1,796	856	766	557

**STREET AND AREA LIGHTING – CUSTOMER-OWNED EQUIPMENT S-05**  
**RETAIL DELIVERY SERVICE**

**RATE (CONTINUED):**

Incandescent & High Intensity Discharge (HID) Light Sources (continued):

<u>Light Source Type</u>	<u>Nominal Wattage</u>	<u>Billable Wattage</u>	<u>Annual Billable kWh Delivered</u>			
			<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Dimming-70%</u>	<u>Part-Night-4hr</u>
Mercury Vapor (MV)	100	130	1,139	543	486	353
	175	211	1,848	881	789	573
	250	307	2,689	1,282	1,147	834
	400	477	4,179	1,991	1,783	1,295
	1,000	1,095	9,592	4,572	4,092	2,973
Metal Halide (MH)	400	451	3,951	1,883	1,685	1,224
	1,000	1,078	9,443	4,501	4,028	2,927
High Pressure Sodium (HPS)	50	61	534	255	228	166
	70	86	753	359	321	233
	100	118	1,034	493	441	320
	150	173	1,515	722	647	470
	250	304	2,663	1,269	1,136	825
	400	470	4,117	1,962	1,756	1,276

<sup>1</sup> Billable Wattage represents the total luminaire energy consumption including the ballast, control, and other applicable adjustments.

Solid State Lighting (SSL) Sources

<u>Light Source Type</u>	<u>Nominal Wattage<sup>2</sup> (Range)</u>	<u>Billable Wattage</u>	<u>Annual Billable kWh Delivered</u>			
			<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Dimming-70%</u>	<u>Part-Night-4hr</u>
Light Emitting Diode (LED)	0.1 to 20.0	10	88	42	37	27
	20.1 to 40.0	30	263	125	112	81
	40.1 to 60.0	50	438	209	187	136
	60.1 to 100.0	80	701	334	299	217
	100.1 to 140.0	120	1,051	501	448	326
	140.1 to 220.0	180	1,577	752	673	489
	220.1 to 300.0	260	2,278	1,086	972	706

<sup>2</sup> LED Nominal Wattage includes the total device system wattage (LED array, driver, and control) and applicable adjustments.

2. Other Fees and Charges:

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<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Lighting Service Charge	See Terms and Conditions for Distribution Service
Field/Office Survey Charge	See <a href="#">Attachment</a> Agreement for <a href="#">Customer-Owned</a> Street and Area Lighting <a href="#">Attachments</a>

R.I.P.U.C. No. 2142  
Sheet 3

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THE NARRAGANSETT ELECTRIC COMPANY

**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-05**

RETAIL DELIVERY SERVICE

3. Rates for Retail Delivery Service

Customers receiving delivery service under this rate shall be charged the applicable charges contained in the Summary of Retail Delivery Rates, R.I.P.U.C. No. 2095, as in effect from time to time.

**RATE ADJUSTMENT PROVISIONS**

Transmission Service Charge Adjustment

The prices under this rate as set forth under “Monthly Charge” may be adjusted from time to time in the manner described in the Company’s Transmission Service Cost Adjustment Provision.

Transition Charge Adjustment

The prices under this rate as set forth under “Monthly Charge” may be adjusted from time to time in the manner described in the Company’s Non-Bypassable Transition Charge Adjustment Provision.

Standard Offer Adjustment

All Customers served on this rate must pay any charges required pursuant to the terms of the Company’s Standard Offer Adjustment Provision, whether or not the Customer is taking or has taken Standard Offer Service.

Energy Efficiency Programs

The amount determined under the preceding provisions shall be adjusted in accordance with the Company’s Energy Efficiency Program Provision as from time to time effective in accordance with law.

Infrastructure, Safety and Reliability Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company’s Infrastructure, Safety and Reliability Provision as from time to time effective in accordance with law.

Customer Credit Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company’s Customer Credit Provision as from time to time effective in accordance with law.

LIHEAP Enhancement Plan Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company’s LIHEAP Enhancement Plan Provision as from time to time effective in accordance with law.

Revenue Decoupling Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company’s Revenue Decoupling Mechanism Provision as from time to time effective in accordance with law.

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THE NARRAGANSETT ELECTRIC COMPANY

**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-05**

## RETAIL DELIVERY SERVICE

### Net Metering Provision and Qualifying Facilities Power Purchase Rate

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Net Metering Provision and Qualifying Facilities Power Purchase Rate as from time to time effective in accordance with law.

### Pension Adjustment Mechanism Provision

The amount determined under the preceding provisions shall be adjusted in accordance with the Company's Pension Adjustment Mechanism Provision as from time to time effective in accordance with law.

### **STANDARD OFFER SERVICE**

Any Customer served under this rate who is eligible for Standard Offer Service shall receive such service pursuant to the Standard Offer Service tariff.

### **GROSS EARNINGS TAX**

A Rhode Island Gross Earnings Tax adjustment will be applied to the charges determined above in accordance with Rhode Island General Laws.

### **DETERMINATION OF MONTHLY BILL**

The monthly bill will be based on the following:

#### 1. ENERGY CHARGES

The Energy Charges for customer-owned street and area lighting are determined by multiplying the current energy rates by the aggregation of Billable kWh Delivered for each light per billing period.

The monthly billable kWh delivered shall be determined by allocating the Annual Billable kWh Delivered to each month based upon the Monthly Operating Hour Equivalents for lights and Operating Schedule as shown below. Applicable to lights under each Operating Schedule, the sum of the monthly billable kWh delivered for each light equals the annual billable kWh delivered in this tariff. Each month's daily kWh amount is determined from the monthly amount by dividing the monthly kWh by the number of days in the month. The daily kWh amount is multiplied by the actual number of days for each month during the billing period as measured from the prior billing date to the current billing date, and then multiplied by the energy charges per kWh.

#### Hours of Operation

The Customer's street and area lighting may be operated for the hours and at the light level of the Customer's choice. However, for billing purposes all individual street and area lighting sources will be billed on an applicable Operating Schedule based upon the nature of the street and area lighting services as follows:

1. Continuous – Street and area lights operate continuously each day of the year, a total of approximately 8,760 hours each year.

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THE NARRAGANSETT ELECTRIC COMPANY

**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-05**  
RETAIL DELIVERY SERVICE

2. Dusk-To-Dawn – Street and area lights operate daily at full energy requirements from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of no greater than 4,175 hours each year.

Hours of Operation (continued)

3. Dimming – Street and area lights operate daily at full energy consumption from approximately one-half hour after sunset until a time equal to the mid-point of the previous Dusk-To-Dawn service period, then an assumed 30% reduction in wattage and energy requirements for a period of reduced light output not to exceed four hours, as necessary, at which time returning to full energy requirements until approximately one-half hour before sunrise, determined to be a total of 2,715 hours at full energy requirements and 1,460 hours at reduced energy requirements, respectively, for a total annual hourly equivalent of no greater than 3,737 hours each year.
4. Part-Night – Street and area lights operate daily from approximately one-half hour after sunset then turn off at a time equal to the mid-point of the previous Dusk-To-Dawn service period and, as necessary, turn back on four hours later until approximately one-half hour before sunrise, a total of no greater than 2,715 hours each year.

Customers requesting a change in Hours of Operation of a light due to installation or removal of a control device will be required to provide the estimated annual operating hours and energy reduction conditions it anticipates that the control device will provide as defined by the manufacturer’s specifications. The Company will assign the Customer to the appropriate Operating Schedule based upon the Customer’s light source type, billable wattage and expected annual operating hours.

Monthly Operating Hour Equivalents

The Monthly Operating Hour Equivalents provided below represents the equivalent time of full energy deliveries to an individual light following the defined Hours of Operation defined above:

Table of Monthly Operating Hour Equivalents (Hrs)  
Operating Schedule

<u>Month</u>	<u>Days</u>	<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Dimming-70%</u>	<u>Part-Night-4hr</u>
January	31	744	442	401	316
February	28	672	367	332	254
March	31	744	363	326	238
April	30	720	309	273	188
May	31	744	280	244	156
June	30	720	251	218	132
July	31	744	267	233	146
August	31	744	301	267	179
September	30	720	338	300	218
October	31	744	392	353	268
November	30	720	418	379	297
December	31	744	447	411	323
Annual	365	8,760	4,175	3,737	2,715

2. OTHER FEES AND CHARGES

Individual charges for specific Customer requested services will be identified as adjustments on the bill. The representation of applicable fees associated with specific agreements, or license terms and conditions between the Customer and the Company will be imposed according to the agreements, licenses, or as specified in the Terms and Conditions for Distribution Service and presented as adjustments on the Customer’s bill.

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THE NARRAGANSETT ELECTRIC COMPANY

**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-05**  
RETAIL DELIVERY SERVICE



## INVENTORY OF LIGHTS

The Customer shall be responsible for reporting to the Company the quantity, type of light source, Operating Schedule, type of luminaires by location, and the applicable Customer identification reference for all lights that are operating at any time. The Customer shall provide the Company with a complete listing of all luminaires served under this rate within fifteen (15) days following the beginning of each calendar year of all facilities in-service as of December 31 of the preceding calendar year. Such reporting is necessary to ensure that the Company bills the Customer accurately for the cost of distribution, transmission, transition, energy efficiency, and any other applicable delivery service charges and, where appropriate, Standard Offer Service. The Company may perform random confirmation of operating lights in a municipality to ensure the accuracy of such reports. If the Customer fails to meet the referenced reporting requirements or the identification of unreported lights by the Company, the Company will bill the Customer for all charges that would have been billed pursuant to the provisions of the tariff, plus interest charges at a rate of one and one quarter percent per month, from the point in time that the change(s) was estimated to have occurred until the point in time when the change(s) is reflected in the Company's billing system.

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## TERMINATION OF SERVICE

If a Customer that has purchased designated Company street and area lighting facilities subsequently chooses to terminate the service provided by the Company under this tariff, the Customer must provide six months advance written notice of such termination.

## TERMS AND CONDITIONS

The Company's Terms and Conditions in effect from time to time, where applicable hereto and not inconsistent with any specific provisions hereof, are a part of this rate.

Effective: TBD

**Attachment B<sup>1</sup>**  
**Comparison**  
Agreement of Sale

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<sup>1</sup> Please note that this is a comparison between the Agreement of Sale the Company filed on March 17, 2014 with the Agreement of Sale the Company filed in response to Commission 2-2 on November 12, 2013.

## AGREEMENT OF SALE

This Agreement of Sale ("Agreement"), is made as of this ~~\_\_\_\_ day of Month, 2013~~ 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."~~ day of Month, 20\_\_ 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 principal 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 principal 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."

### RECITALS

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

**WHEREAS**, the Buyer has exercised its rights under ~~section 39-29-1 et seq. of Chapter 29 of the Rhode Island General Laws ("Section 39") and has requested that the Company sell to the Buyer certain of the Company's existing outdoor street and/or area lighting and associated equipment located within the boundary limits of the City/Town Name as shown and described on Exhibit A attached hereto and made a part hereof (each, individually, a "Facility" and, collectively, the "Facilities"); and~~ R.I.G.L. § 39-30-1, et seq. 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**, ~~the Seller, pursuant to Section 39, has agreed to transfer the Facilities to the Buyer, subject to the terms and conditions of this Agreement; and~~ pursuant to R.I.G.L. § 39-30-1, et seq., Seller shall transfer the Facilities to the Buyer, subject to the terms and conditions of this Agreement; and

**WHEREAS**, such sale shall be made ~~on an "as is, where is" basis and pursuant to the Narragansett Electric Company Street and Area Lighting – Customer Owned Equipment S-05, Retail Delivery Service Tariff ("S-05 Tariff"), approved by the Commission, 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 PUC; and~~

**WHEREAS**, Buyer will hereby purchase street and/or area lighting Facilities located in or upon Company's infrastructure pursuant to R.I.G.L. § 39-30-1, et seq., and desires to retain and/or make light attachments of existing Facilities in or upon structures of Company pursuant to the Agreement for

[Customer-Owned Street and Area Lighting Attachments between Seller and Buyer set forth in Exhibit C attached hereto.](#)

**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.~~ [R.I.G.L. § 39-30-1, et seq., on an “as is, where is” basis.](#)

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

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

~~4. As of the Closing Date (as defined below), the Buyer shall assume all responsibilities and obligations associated with ownership of the Facilities, including, without limitation, those contemplated by the S-05 Tariff.~~ [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)”) after the Closing as such Maps may be available. Seller shall not have any obligation to create any new maps for the Buyer, nor shall Seller have any obligation to review, update or correct any Maps. The Buyer assumes all risk and liability arising from the Buyer’s (including any contractor, agent or representative of Buyer) use or reliance on any Map or information contained therein. SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE MAPS, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (I) WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (II) REPRESENTATIONS, WARRANTIES OR GUARANTEES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE MAPS. If and to the extent the Buyer transfers the Facilities back to the Seller, the Buyer agrees to return to Seller, at no charge, all Maps (including all revisions or updates thereto made by Buyer), together with all newly created maps with respect to the Facilities, on or before the date that the Facilities are transferred~~

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

## II. PURCHASE PRICE

1. The Buyer shall pay to Seller at Closing a total consideration of ~~\$Purchase Price ("Purchase Price") for the Facilities. The Parties acknowledge that the Purchase Price is mutually agreed and is legal and sufficient consideration for the Facilities pursuant to Section 39.~~ \$Purchase Price ("Purchase Price") for the Facilities. The Parties acknowledge that the Purchase Price is mutually agreed and is legal and sufficient consideration for the Facilities pursuant to R.I.G.L. § 39-30-1, et seq.

2. The Buyer shall be solely responsible for the payment of all taxes on or relating to the Facilities, if any, following the Closing Date and thereafter. The Seller shall pay all taxes on the Facilities up to and including the Closing Date. Notwithstanding the designation of a Party as the owner of record of the Facilities for tax purposes, unless the tax liability on the Facilities is abated in its entirety as of the Closing Date, the tax liability shall be apportioned between Buyer and Seller in proportion to the number of days during such tax year within which Buyer and Seller, respectively, owned the Facilities. If the amount of the tax liability is not known or cannot be determined reliably at the time of the Closing, the tax liability shall be apportioned on the basis of the tax assessed for the most recent tax year for which such an apportionment or determination can be made, with a reapportionment to be performed as soon as the new tax rate and valuation can be ascertained.

## III. CLOSING, TITLE AND DISCLAIMER OF WARRANTIES

1. **CLOSING:** The closing of the purchase and sale of the Facilities ("Closing") shall occur on or about Month ~~\_\_\_, 2013 or such other date as may be mutually agreed by the Parties~~ \_\_\_, 20\_\_\_ 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").~~ 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 (the "Bill of Sale"), incorporated herein by reference.

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

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

Area Lighting Attachments between Seller and Buyer in the form attached hereto as Exhibit C, incorporated herein by reference.

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

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

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

#### **IV. ~~TRANSFER, OPERATION AND MAINTENANCE OF THE FACILITIES~~ OWNERSHIP AND ATTACHMENT/EASEMENT RIGHTS**

~~1. — **REMOVAL OF COMPANY DESIGNATION:** Buyer shall remove or permanently cover up, in a reasonable manner and within a reasonable time, the designation “The Narragansett Electric Company” or any other reference to Seller, Seller’s affiliates, or Seller’s predecessors in interest found on or among the Facilities, so that no reference to Seller remains visible on or among the Facilities being transferred. The foregoing sentence shall only apply to wooden poles and street light standards included in the Facilities. The Buyer shall also place Buyer identification tags on all Facilities.~~

**DEMARCATON 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”). The Seller shall retain ownership of the electric distribution system up to and including the Connection Point. Buyer shall own the street lighting system from the Connection Point to the luminaire inclusive of the applicable Facilities. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Seller shall, in its sole discretion, define the Connection Point.

~~2. — **FACILITY IDENTIFICATION:** The Buyer shall also place Buyer identification tags on all Facilities which shall include the name of the Buyer and a number identification pursuant to the License Agreements. As Buyer places its identification tags on the Facilities or any new street lighting equipment, Buyer shall provide a quarterly inventory list to the Seller that identifies (i) any equipment on which a new identification tag has been affixed, (ii) its unique identification number per luminaire location, and (iii) the street address. The Buyer may utilize the numbering system established by the Seller. Any number identification system used by the Buyer shall be clear and comprehensive to the Seller.~~

~~3. — **REPAIR AND MAINTENANCE:** From and after the Closing Date and subject to this Agreement, the Buyer shall be the sole owner of the Facilities with all rights, duties, and obligations arising from, or in connection with, such ownership, including, without limitation, the obligations to repair, replace, maintain and operate the Facilities. Seller shall be responsible for the repair, replacement, maintenance, and operation of the Facilities up to, but not including, the Closing Date.~~

~~4. — **DEMARCATON OF OWNERSHIP:** The Parties acknowledge and agree that there may not be a physical ownership demarcation point to separate or identify ownership (post Closing) of Buyer’s Facilities from Seller’s electric distribution structures or systems. Accordingly, the Parties agree that the point of ownership demarcation shall be deemed to be the existing connection point where the applicable street light Facility is energized from the electric distribution system (“Connection Point”). The Seller shall retain ownership of the electric distribution system up to and including the Connection Point. Buyer shall own the street lighting system from the Connection Point to the luminaire inclusive of the applicable Facilities. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Seller shall, in its sole discretion, define the Connection Point.~~

~~5. **THIRD PARTY LIGHTING:** Lighting facilities (including, without limitation poles, standards, arms, brackets, wires, cable, conductor, conduit, foundations and luminaires) owned by Seller and used to provide regulated lighting services to independent third party customers (each, a “Third Party Lighting Asset” or collectively, the “Third Party Lighting Assets”) shall not be included in the Facilities that are being transferred to the Buyer through this Agreement. The transfer of Facilities shall exclude facilities upon which Third Party Lighting Assets are attached, physically and/or electrically (“Third Party Lighting Facility(ies)”); provided, however, the Seller shall transfer the requested luminaires and associated brackets or arms to the Buyer on these facilities upon which Third Party Lighting Assets are attached. The Seller shall retain ownership of all existing Third Party Lighting Facilities. The Buyer understands that the Seller shall continue to provide the regulated lighting services to independent customers in the City/Town Name after the Closing Date.~~

2. **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; provided, however, the Seller shall transfer the requested luminaires and associated brackets or arms to the Buyer on these facilities upon which Third Party Lighting Assets are attached. The Seller shall continue to provide the regulated lighting services to independent customers in the City/Town of City/Town Name after the Closing Date.

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

~~7. **JOINT USE INFRASTRUCTURE:** Buyer acknowledges and agrees that some of the Facilities~~3. **JOINT USE INFRASTRUCTURE:** The Buyer understands that some of the Facilities are currently installed or otherwise coexist (“Coexisting Facilities”) ~~are currently installed or otherwise coexist, in whole or in part, on or within Seller’s conduit, vaults, or other Seller facilities, assets or infrastructure (“Joint Use Structures”), that such Coexisting Facilities shall not be separated from the Joint Use Structures prior to Closing, and that, following Closing, the Coexisting Facilities and/or the Joint Use Structures may, from time to time, require modification or replacement. If Seller elects, in its sole discretion, to significantly modify or replace any Joint Use Structure, including, without limitation, making~~



~~significant repairs or upgrades to such Joint Use Structure or associated Seller assets, or if Buyer determines that the Coexisting Facilities require significant repair, modification or replacement, or as otherwise provided in the License Agreements, it shall be the sole responsibility of the Buyer to relocate the Buyer's Coexisting Facilities associated with such Joint Use Structure (at Buyer's expense and in compliance with all applicable laws, rules, regulations codes and standards (each, a "Relocation")) as if such Coexisting Facilities were new facilities. For each such Relocation and subject to this Agreement, Buyer shall relocate the applicable Coexisting Facilities in a manner that is completely separate from the Joint Use Structure or any other Seller assets and Buyer shall be solely responsible for implementing and paying for any associated work and materials, including, without limitation, new conduit, cable and handholes, in whole or in part, on or within Seller's conduit, vaults, or other Seller facilities, assets or infrastructure ("Joint-Use Structures"), and that such Coexisting Facilities shall not be separated from the Joint Use Structures prior to Closing.~~

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

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

4. **ATTACHMENT RIGHTS:** Pursuant to R.I.G.L. § 39-30-1, et seq., Seller shall provide attachment rights to the Buyer for the Facilities to the Seller's support infrastructure and electric distribution system in

accordance with the terms in the Agreement for Customer-Owned Street and Area Lighting Attachments set forth in Exhibit C, attached hereto.

~~10. — **EASEMENT/ACCESS RIGHTS:** The Seller makes no representations or warranties with respect to, and is not purporting to provide, easements, rights of way or other access rights in connection with this Agreement, the License Agreements or the Facilities (“Access Rights”). The Buyer, and not the Seller, shall be solely responsible for obtaining at Buyer’s sole expense any Access Rights required to maintain and operate the Facilities or otherwise required in connection with the Facilities. It is not the responsibility of the Seller to provide or deliver to the Buyer any lists or other documentation of existing easements or rights granted currently held by the Seller. Nor shall it be the Seller’s responsibility to assist the Buyer in obtaining any easement or Access Rights.~~ 5. **EASEMENT/ACCESS RIGHTS:** Seller shall assign to Buyer the non-exclusive right, in common with Seller and others entitled thereto, to maintain and operate the Facilities under any existing easement, license, grant of location or other agreement associated with said Facilities, to the extent assignable and allowed by such easements, licenses, grants of location or other agreements without any warranties or representations whatsoever.

~~11. — **NEW LIGHTING FACILITIES:**~~

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

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

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

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

## V. LIABILITY

From and after the Closing Date, the Seller, its affiliates, and their respective officers, directors, employees, and agents, shall not be liable to Buyer or its officers, officials, employees, representatives or contractors for direct, indirect, consequential, punitive, special, exemplary, or any other damages under any theory of law that is now or may in the future be in effect, including without limitation, contract, tort, R.I.G.L. § 6-13.1-1 *et seq.*, strict liability, or negligence, in connection with this Agreement, the ~~License Agreements or the Facilities, including, without limitation, damages with respect to or arising from the condition, operation of, or failure of operation of the Facilities. The Buyer's sole remedy for recovery under this Agreement shall be limited to an equitable remedy to enforce the transfer of the Facilities under the Agreement.~~ Agreement for Customer-Owned Street and Area Lighting Attachments set forth in Exhibit C, attached hereto, or the Facilities, including, without limitation, damages with respect to or arising from the condition, operation of, or failure of operation of the Facilities. The Buyer's sole remedy for recovery under this Agreement shall be limited to an equitable remedy to enforce the transfer of the Facilities under the Agreement.

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

## VI. INDEMNIFICATION

The Parties acknowledge and agree that the indemnification ~~provisions in the License Agreements are incorporated herein by reference; provided, however, that this Article shall not apply to any liability, loss, damages, or expense arising out of any claim from personal injury or property damage or other type of claim, in which the cause of action occurred before the Closing Date.~~ provision in the Agreement for Customer-Owned Street and Area Lighting Attachments is incorporated herein by reference; provided, however, that this Article shall not apply to any liability, loss, damages, or expense arising out of any claim from personal injury or property damage or other type of claim, in which the cause of action occurred before the Closing Date.

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

## VII. ~~VI.~~ INSURANCE

In accordance with the License Agreements, the Buyer shall, at its sole cost and expense, obtain and keep in force comprehensive general liability insurance in terms and amounts commercially reasonable (but not less than any applicable statutory or regulatory limit or cap on liability) covering any

action arising in connection with this Agreement, and shall name the Seller as an additional insured thereunder. Such insurance will insure all of the indemnity obligations set forth herein and, upon request, the Buyer shall provide a certificate of insurance to Seller showing such coverage.

## ~~VII. GOVERNING LAW~~

~~This Agreement shall be governed by, performed, and construed in accordance with the laws of the State of Rhode Island without regard to the conflicts of law principles contained therein.~~

The Buyer may elect to self-insure provided that the Seller consents and Buyer provides written notice and evidence of self insurance to the Seller prior to transfer of the Facilities and execution of this Agreement.

## ~~VIII. PRIOR AGREEMENTS~~ MISCELLANEOUS

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

## ~~X. ASSIGNMENT, MODIFICATION~~

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

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

## ~~XI. SEVERABILITY~~

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

## ~~XII. SURVIVAL~~

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

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

5. ~~SURVIVAL: Articles I(5), III(4)(b), V, VI, VII, VIII(1) and Exhibit C shall survive closing.~~

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

Buyer:  
City/Town Name  
Street Address  
City/Town, State Zip Code  
Attention: \_\_\_\_\_

Seller:  
The Narragansett Electric Company d/b/a National Grid  
40 Sylvan Avenue  
Waltham, MA 02451  
Attention: Outdoor Lighting & Attachments

~~XIV. APPLICABLE STATUTE AND TARIFF~~  
7. APPLICABLE STATUTE AND TARIFF.  
The Parties understand and agree that this Agreement is made pursuant to R.I.G.L. § 39-30-1 et seq., 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.

~~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.~~

[{Signatures on the following page.}](#)

**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~~

<u>City/Town Name</u>  By: _____  Name: _____  Title: _____	<u>The Narragansett Electric Company d/b/a National Grid</u>  By: _____  Name: _____  Title: _____
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**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:~~ The Narragansett Electric Company d/b/a National Grid, 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 of 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 (NEC), 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.~~ THE FACILITIES ARE SOLD "AS IS WHERE IS" 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 (NEC), 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. IN ADDITION, THE SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY THIRD PARTY WITH RESPECT TO THE FACILITIES OR ANY PART THEREOF. ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE FACILITIES ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE SELLER AND THE SELLER MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

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~~

The Narragansett Electric Company d/b/a National Grid

By: \_\_\_\_\_

Name: ~~Susan Fleck~~ Authorized Signer

Title: ~~Vice President Standards, Policies &~~

~~Codes~~ Title

Accepted as to the Terms and Conditions contained herein,

CITY/TOWN NAME

By: \_\_\_\_\_

Name: Authorized Signer

Title: Title

**EXHIBIT CA TO BILL OF SALE**  
**DESCRIPTION OF STREET AND AREA LIGHTING FACILITIES**

EXHIBIT C

~~LICENSE AGREEMENT  
FOR  
OVERHEAD ELECTRICAL SERVICE  
AND  
ATTACHMENTS TO  
UTILITY POLES  
FOR~~

CUSTOMER-OWNED STREET AND AREA LIGHTING

~~EXHIBIT D~~

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

**Attachment C<sup>1</sup>**  
**Comparison Documents**

Attachment Agreement for Customer-Owned Street  
and Area Lighting Attachments

Overhead

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<sup>1</sup> Please note that this is a comparison between the Overhead Agreement the Company filed on March 17, 2014 with the Overhead Agreement the Company filed in response to Commission 2-2 on November 12, 2013.



~~LICENSE~~ AGREEMENT

FOR  
~~OVERHEAD ELECTRICAL SERVICE~~  
AND  
~~ATTACHMENTS TO~~  
~~UTILITY POLES~~  
FOR

CUSTOMER-OWNED  
STREET AND AREA LIGHTING  
ATTACHMENTS

BETWEEN

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

AND

City/Town Name, Rhode Island  
(CUSTOMER)

DATED: Month \_\_, ~~2013~~20

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**THIS AGREEMENT FOR CUSTOMER-OWNED STREET AND AREA LIGHTING ATTACHMENTS** ("Agreement"), is made this \_\_\_\_ day of Month, ~~2013~~20, 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~~upon Poles and/or located within Structures pursuant to R.I.G.L. § 39-~~2930-41~~, *et seq.*, ~~and the rulings of the Rhode Island Public Utilities Commission (the "PUC")~~ and desires to retain and/or make Attachments ~~on~~upon 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~~the Company) or within Structures of Company; and

**WHEREAS**, Company ~~is willing~~agrees to permit, to the extent it ~~may lawfully do so~~, is legally permitted and/or ~~is~~ required ~~to permit~~, the continued existence and new placement of Attachments ~~on Company's~~upon Poles and/or within Structures in a specified geographic area, ~~where reasonably available and where~~ subject to the terms of this Agreement, provided that such use of the space upon Poles and within Structures 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; the Poles and Structures by others in accordance with R.I.G.L. § 39-30-1, et seq.; 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

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<u>lighting system separation and demarcation as well as operations and maintenance independence.</u>	

**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:

~~4.1~~ "Agreement of Sale" shall mean the agreement pursuant to which Company sold and Customer purchased the Facilities subject to this Agreement.

~~4.2~~ "Attachment" shall mean (i) the Facilities, including without limitation; ~~(i) any single luminaire and its supporting bracket, and/or wire, conductor, circuitry or other equipment, owned by Customer, existing or proposed to be placed on Company's Pole and used for a Pole and connected to the distribution system at the Connection Point to be used for sole purpose of providing street and/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 (ii) 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 which it is used solely for the sole purpose of delivering electrical energy to such luminaire. Customer owned luminaire(s) used to provide street and/or area lighting within Customer's geographic municipal boundary.~~

"Conduit" shall mean a Structure containing one or more Ducts.

"Company Requirements" shall mean the Company's policies, procedures, practices, guidelines and standards which the Company has made available to the Customer.

~~4.3~~ ~~"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.~~ "Connection Point" s

"Duct" shall mean a single enclosed raceway or pipe in which wires or cables are enclosed.

"Electric Distribution System" shall mean the overhead and underground infrastructure owned by the Company which includes, but is not limited to, circuitry, structures and equipment to support the delivery of energy between 120v and 34.5 Kv.

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<del>1.4</del> <u>“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</u> <u>“Facility” or “Facilities” shall mean components or equipment owned by the Customer which were either purchased from the Company or are proposed by the Customer</u> 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.	
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<del>1.5</del> <u>“Field/Office Survey” shall mean <del>an</del>the Company’s on-site audit and/or office asset/mapping record review, requested by Customer, of the Pole(s) on of each individual Pole and/or Structure upon or within</u> which <u>the</u> Customer proposes to: (i) make a new Attachment(s), (ii) relocate an existing Attachment(s), or <del>(iii) Materially Change an existing Attachment(s), performed by Company in order to determine if the Pole(s) can safely accommodate the requested Attachment.</del> <u>(iii) materially change an existing Attachment, in accordance with this Agreement to evaluate the structural, electrical, operational and safety requirements including ingress or egress conditions to be in compliance with applicable laws, regulations, codes and Company Requirements.</u>	
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<del>1.6</del> <u>“Identification Tags/Labels” shall mean markings, <del>labels</del>tags, decals, signage</u> or other displays that indicate ownership <del>and function of Customer’s, location or asset reference and functional attributes of the</del> Facilities.	
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<del>1.7</del> <u>“Joint Owner” or “JO” shall mean a person, firm, or corporation sharing an ownership interest in a Pole, Structure and/or <del>anchor rod</del>related ancillary equipment</u> with Company.	
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<del>1.8</del> <u>“Joint User” shall mean any other <del>public</del> utility, <del>excluding the Customer,</del> which shall now or hereafter have <u>established</u> the right to use <del>any of Company’s specific</del> Poles <u>and/or Structures.</u> <del>The term “Joint User” shall not include Customer.</del></u>	
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<del>1.9</del> <u>“Make-Ready Work” shall mean the work <u>to be performed by the Company,</u> identified through the <del>Customer requested</del>Field/Office Survey, required to safely accommodate Customer’s <del>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)</del><u>proposed actions for the Attachments.</u></u>	
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<del>1.10</del> <u>“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 <u>and/or Structures</u> by Company or Other Customers, attributes related to billing, and/or financial reporting considered as a capital investment.</u>	
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~~1.11 The "PUC" shall mean the Rhode Island Public Utilities Commission.~~

"OSHA" shall mean the Occupational Safety and Health Act, 29 CFR 1910.269, as it may be amended from time to time as administered by the Occupational Safety and Health Administration within the U.S. Department of Labor.

~~1.12 "Other Customer" shall mean any entity, other than excluding Customer as defined herein or and any Joint User, to whom or which the Company has extended granted, or hereafter shall extend grants, the privilege right or license of attaching equipment or facilities to Company's Pole(s) upon Poles and/or within Structures.~~

~~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 Electric Distribution System owned by Company and used for Attachments.~~

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

"Qualified Electrical Worker" shall mean any worker, electrical worker, contractor or other designated individual having successfully achieved a specified minimum level of training and/or experience including, but not limited to all applicable federal, state, and local work rules and Company Requirements, including compliance with OSHA 29 CFR 1910.269 as it may be amended from time to time.

~~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.~~

"Structure" or "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 hereby provides~~ to Customer, revocable, nonexclusive licenses authorizing ~~Customer's Attachments to Company's Poles and/or within~~ Structures within the [City/Town] of [City/Town Name], for the ~~sole~~ purpose of providing street ~~and/or~~ area lighting as described in this Agreement. The license(s) shall ~~(1) authorize existing and future Attachments upon Company's Poles;~~

(i) authorize the Customer to utilize a space, point, area or location on a Pole or within a Structure for an Attachment as designated and specified by the Company,

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(2ii) provide definition of individual Facilities through the designation of a unique identification reference,	
(3iii) utilize the identification reference as the individual license reference, (4) <del>recognize Facilities that are considered Attachments based solely upon the extended use of the Connection Point, and and</del>	
(5iv) 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 for~~ Street ~~Light Pole and Area Lighting~~ Attachment License) and A-2 (~~Application for~~ Street ~~Light Pole and Area Lighting~~ Attachment License ~~Detail~~), respectively.

2.2 No use, however extended, of ~~Company's~~ Poles and Structures or the payment of any fees or charges by Customer as required by R.I.G.L. § 39-30-1, et seq. or under this Agreement shall create or vest in Customer any ownership or property rights in such Poles and Structures. 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.~~ remain a license.

2.3 Nothing contained in this Agreement shall be construed to compel Company to construct, retain, extend, place, or maintain any Pole or 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. In the event the Company and the Joint Owner no longer require the use of a Pole, and as the Customer has been notified to remove their Attachment, the Customer may request to purchase the Pole from the Company and the Company hereby agrees to sell its interest in such Pole for its unamortized balance of the original installation cost.~~

2.4 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Company with respect to its obligation to provide electric distribution service to Attachments pursuant to Company's tariffs, or 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~~ and Structures. The rights of the 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~~ Poles and/or Structures. 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~~

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~~responsible for obtaining all necessary and appropriate attachment rights or consents required in connection with the Attachments. The~~

2.5 The Company shall assign to Customer the non-exclusive right, in common with the Company and others entitled thereto, to maintain and operate the Facilities purchased from the Company pursuant to R.I.G.L. § 39-30-1, *et seq.* under any existing easement, license, grant of location or other agreement associated with such Facilities, to the extent assignable and allowed by such easements, licenses, grants of location or other agreements without any warranties or representations whatsoever. Customer is solely responsible to ~~seek out~~ verify and confirm that it has the necessary rights pursuant to the assignment in this Section, and to obtain from the necessary parties ~~to obtain such~~ the necessary and appropriate attachment rights, including, without limitation, obtaining rights from the owners or Joint Owners of the applicable Poles, Structures or other assets to which the Attachments are or will be attached.

~~2.5.2.6~~ 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 that is not a functional~~ part of any Attachment authorized by Company under the terms of this Agreement. Any request made by the Customer to the Company for rights to attach facilities or equipment other than the Facilities or proposed Attachments shall be authorized by Company under the terms of a separate 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.~~

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

### **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~~

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~~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.~~

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~~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~~ ATTACHMENT REQUIREMENTS

### 3.1 Specifications

3.1.1 All Attachments and all related operation and maintenance functions performed by the Customer or its contractor(s) or agents(s) shall comply with this Agreement and the requirements under Article 7.0.

3.1.2 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. Should Company elect, in its sole discretion, to accommodate such Non-Compliant Facilities, a separate agreement shall be executed and such agreement shall be subject to applicable regulatory consent or approval prior to application.

3.1.3 In the event the Company, in its sole reasonable judgment, determines that an Attachment does not comply with the provisions of this Agreement and that the existing physical and/or operational conditions of such Attachment is an emergency, threatens the safety of persons or property of third parties or the Company, and/or interferes with the Electric Distribution System or performance of Company's or others' service obligations, within fifteen (15) days following written notification by the Company as required under Article 15.0. Customer shall, at its sole cost and expense, remedy the condition which may include, but not be limited to, the relocation, reorientation, transfer or de-energizing of the Attachment as deemed acceptable by the Company, and, upon completion, provide written notification to the Company specifying the remedy action taken.

3.1.4 Company may, upon fifteen (15) days written notice to Customer and the unsuccessful implementation of other remedies or the continued operation of the Attachment, as stated in Article 15.0, revoke the License and proceed to exercise its Removal Rights in accordance with Article 17.0. In such case, the Company may take timely action to remove the Attachment(s) or perform such other work as determined necessary or advisable in the sole



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discretion of the Company to alleviate the non-conformance or emergency condition(s). All work performed by the Company shall be at the cost and expense of the Customer and without any liability incurred by the Company to Customer for loss of service and/or damage or injury to Attachments without prior notice, written or otherwise to Customer.

3.1.5 Customer acknowledges that the unmetered service provided to Facilities under appropriate tariffs is only applicable to municipal customers and therefore, only permits Facilities within an underground residential distribution (URD) area, as designated by the Company, to be placed on a Customer's bill account as opposed to the Facilities placed on a bill account in the name of a developer, association or other third party.

### 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.~~

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~~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.~~

### 3.2 Electrical System Ownership, Separation and Disconnection

3.2.1 The Company owns the Electric Distribution System including the Connection Point and the Customer shall own the street and area lighting equipment from the Connection Point to the applicable luminaire. To the extent there is any uncertainty, conflict or unique circumstance with respect to ownership or the Connection Point, the Company shall, in its sole discretion, determine the applicable ownership demarcation point with respect to Facilities and Electric Distribution System equipment.

~~5.4.3.2.2~~ Customer shall install ~~in-line fuse assemblies or another form of Company approved physical disconnect device to function as an~~within Attachment circuitry a Company approved physical disconnect device to function as a means of electrical separation between Company's and Customer's ~~systems and provide a designated~~electrical systems. An "in-line fuse" assembly or other form of disconnect device may also provide a level of electrical system protection. ~~This~~The disconnect device shall be located ~~in~~as close ~~in~~in proximity to the energizing source ~~or~~or Connection Point, ~~as feasibly practical and be readily~~as feasibly practical and be readily 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 disconnect device shall, at a minimum, create separation of the Customer's energized conductor, however, the Company recommends a dual pole disconnect device to create separation of the Customer's energized circuit. The installation of these disconnect devices by the Customer shall occur during each ~~Facility~~application of circuit maintenance, circuit or other Material Change ~~and/or~~and/or prior to each Company connection or reconnection ~~or as otherwise provided in the Agreement of Sale.~~ All existing ~~overhead-sourced Facilities~~Attachments 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.~~ this Agreement.

3.2.3 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.

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3.2.4 The installation of Facilities such as splice boxes and coiled cables within Structures is discouraged but may be permitted provided that the Customer obtains written specific authorization from the Company and such Facilities are compliant with Article 5.0. Where splice boxes are allowed by the Company, cable slack shall be installed by the Customer to allow the Facility to be lifted clear of the Structure to allow for Company or other facility maintenance and splicing.

### 3.3 Facility Labels

~~5.5 Customer shall remove or permanently cover up, in a reasonable manner and within a reasonable time~~3.3.1 Customer shall remove, or otherwise permanently cover or mask all existing labeling designations of Company ownership found on any Facilities, and shall place, or request to be placed by Company as Make-Ready Work, ownership Identification Labels as set forth under APPENDIX II, Form E (Identification of Ownership Labels) on Facilities. This ownership labeling shall include, but not be limited to, cables located within or in close proximity to Structures and Customer handholes containing circuit disconnect devices. Attachments that exist upon Poles and/or within Structures as of the date of this Agreement are to have ownership Identification Labels installed at such time when maintenance, repair, replacement, relocation or a Material Change of such Attachment is performed but 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. ten (10) years.

~~5.6~~3.3.2 For the identification of the type of light source and associated wattage, or lumen output, Customer shall maintain applicable National ~~Electrical~~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.~~

~~5.7 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~~

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<u>3.3.3 Customer shall utilize and preserve 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 may choose to use the pre-existing Company location numbering system. At the end of each calendar quarter <del>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.</del> the Customer shall provide to the Company an inventory list that identifies any Facilities on which a new identification reference per luminaire location has been assigned and its corresponding street address.</u>	

### 4.0 ATTACHMENT LICENSE PROCESS

#### 4.1 License Application

4.1.1 The Customer shall provide Company a written notification of all proposed actions including, but not limited to, installation, replacement, reorientation, relocation, Material Changes or removal associated with the proposed or existing Attachment(s) utilizing the forms in APPENDIX II, Forms A-1 (Application for Street and Area Lighting Attachment License) and A-2 (Application for Street and Area Lighting Attachment License Detail). The Company shall perform an assessment and provide a response to the application based upon the proposed action(s), description and engineering/construction detail provided.

4.1.2 Proposed new underground sourced Attachments or modifications of existing Attachments for the purpose of Material Change of the Facilities, within or upon Structures will not be authorized. Only applications for electrical connection(s) associated with new or Materially Changed Facilities external of underground Structures will be considered. Authorized Attachments will comply with designated Company standards to facilitate appropriate ingress/egress of Facilities to Structures and assure compatibility of Facilities for the purpose of connections to Electric Distribution System.

4.1.3 The Company will make commercially reasonable efforts to accommodate Customer's request for a Street and Area Lighting Attachment License. However, Company may, in its sole discretion, refuse to grant a Street and Area Lighting Attachment License or refuse authorization for the relocation, reconfiguration, Material Change or replacement of existing Attachments when Company reasonably determines that conditions including, but not limited to, the following exist:

- (i) The proposed Attachment threatens the safe operation of the Electric Distribution System,
- (ii) Pole or Structure may not be replaced by the Company to accommodate Customer's proposed Attachment,

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<u>(iii) The existing Facilities on the Pole or within the Structure may not be rearranged to accommodate the proposed Attachment changes, or</u>	
<u>(iv) The proposed Attachments will negatively impact other customer services provided by Company.</u>	
<u>The list of above-mentioned conditions is not an exhaustive list and other conditions may exist that would require Company to refuse to grant a license.</u>	

### 4.2 Field/Office Survey

4.2.1 For each Pole and/or Structure upon or within which the Customer requests a new Attachment requiring an electrical connection or the reconfiguration, relocation, Material Change or replacement of an existing Attachment, the Company will determine if a Field/Office Survey is required. The Field/Office Survey shall identify the required work, if any, that is necessary to facilitate the electrical connection and determine whether or not the Pole or Structure is adequate to accommodate the requested Attachment. The Company shall provide the Customer with a Field/Office Survey cost estimate representing all anticipated costs. Company shall perform the Field/Office Survey(s) following receipt of the Customer's written authorization and advance payment of the estimated total cost specified by the Company in accordance with Article 6.0

4.2.2 A Field/Office Survey may not be required if Customer proposes a new, in-kind replacement of an existing Facility having the same physical and operational characteristics and is to be installed in the same location and orientation as the existing Facility.

4.2.3 Company shall specify the space, point, area or location to be utilized by the Customer for an Attachment on a Pole or within a Structure including the point of entry for the circuitry of the Attachment to reach the Connection Point.

4.2.4 A Field/Office Survey will identify existing Facilities within underground Structure(s) which may be required to be removed from within a Structure(s) and relocated external of the Structure(s) as a result of the proposed Attachment.

### 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~~

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~~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.~~

### 4.3 Make-Ready

4.3.1 In the event that a Pole or Structure is determined from the Field/Office Survey to be physically inadequate or otherwise requires the reconfiguration of the existing equipment of the Electric Distribution System or other attachment facilities, 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 forward such completed authorization form to the Customer.

4.3.2 The required Make-Ready Work will be scheduled and performed following receipt by Company of the executed Authorization for Make-Ready Work (APPENDIX II, Form B-2) and Customer's advance payment in the estimated amount specified by the Company. Customer shall pay Company for all Make-Ready Work in accordance with Article 6.0. Customer shall also reimburse the owner(s) of other facility attachment(s) upon the Pole or within the Structure for any expense incurred by such owner(s) associated with the transfer or rearrangement of the attachments of such owners in order to accommodate the installation, reconfiguration or removal of the Attachment(s). Upon completion of the Make-Ready Work, Customer shall not be entitled to reimbursement of any amounts paid to Company for Pole and/or Structure replacements, capacity upgrades, or for the reconfiguration or rearrangement of other attachment(s) upon Poles or within Structures by reason of the use by Company or other authorized user(s) of any additional space or structural capacity resulting from such replacement, reconfiguration or rearrangement.

4.3.3 If Company or Joint Owner needs to attach additional facilities or make changes to existing facilities in any Structures within which Customer has Facilities attached, Customer agrees to be responsible to perform and incur all costs to either (i) reconfigure its Attachment(s) in the Structure(s) as determined by the Company, or (ii) 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

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Company, Customer shall assume the expense of such reconfiguration or transfer. This paragraph 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 Attachment or (ii) a Structure must be repaired or replaced for any reason, including such repair or replacement to accommodate Company's additional attachments.

4.3.4 Company shall use commercially reasonable efforts to perform all Make-Ready Work to accommodate Customer's proposed Attachments as a part of its normal, scheduled workload.

4.3.5 When reconfiguration, transfer or removal of Attachments is required to facilitate attachments of Other Customers or third parties upon Poles or within Structures, Customer shall be responsible for the expenses of such reconfiguration, transfer or removal. Customer has sole responsibility for the recovery of the costs of the reconfiguration, transfer or removal of Attachments from such Other Customer(s) or third party(ies).

### 7.0 — ISSUANCE OF LICENSES

#### 4.4 Issuance of License

~~7.14.4.1~~ Company ~~agrees that it will~~shall authorize the applicable Street ~~Light Pole and Area Lighting~~ 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.~~

~~7.24.4.2~~ Prior to the placement, relocation, or Material Change by Customer of any Attachment ~~to~~upon any Pole ~~of Company or within a 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 Street ~~Light Pole Attachment License and Street Light Pole and Area Lighting~~ Attachment License) and A-2 (Application for Street ~~Light and Pole Details~~)and Area Lighting Attachment License Detail).

~~7.34.4.3~~ For the Company to provide the Attachment license(s) and to maintain quality assurance of ~~the~~associated billing records, Customer shall issue to Company within ~~15~~fifteen (15) days ~~of~~following 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<sup>st</sup> of the preceding calendar year. The minimum detail to be provided shall meet the requirements designated for the Application for Street ~~Light Pole and Area Lighting~~ Attachment License and Application for Street ~~Light and Pole Details~~and Area Lighting Attachment License Detail (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. II, Forms A-1, A-2).~~

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<u>4.4.4</u> 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 <u>tariffs and/or</u> statutes <del>and tariffs</del> .	

### ~~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



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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~~

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~~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~~

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~~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~~

#### 5.0 ATTACHMENT OPERATIONS

##### 5.1 General

~~9.15.1.1~~ 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~~ upon Poles ~~in a safe condition and in and/or within Structures safely, in compliance with this Agreement and in~~ a manner that: ~~(i)~~ (i) does not (i) interfere with Company's operation of its ~~electric distribution system,~~ Electric Distribution System; (ii) conflict with the use of ~~Company's Poles and/or Structures~~ by Company or by any ~~other~~ authorized user of ~~Company's Poles, and/or Structures;~~ or (iii) electrically interfere with any of the Company's facilities attached thereon ~~or therein.~~

~~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.~~

5.1.2 Unless otherwise stated herein, Customer shall provide specific written authorization for Company to perform construction, maintenance, repairs, reconfiguration,

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relocation, connection/disconnection or removal of Customer's Attachments upon Poles or within Structures as may appropriately apply in accordance with Articles 3.0, 4.0 and 5.0 of this Agreement.

5.1.3 All Attachment work performed upon Poles or within Structures by the Customer and its contractors or agents shall be performed by a Qualified Electrical Worker. Customer is required to execute the Acknowledgement For The Use of Qualified Electrical Worker (as set forth in APPENDIX II, Form G) to affirm that any person(s) under contract with and/or the direction of the Customer and performing the installation, maintenance, and/or removal of Attachments upon Poles or within Structures is/are qualified to perform such work in accordance with the requirements of OSHA and Articles 3.0, 4.0, 5.0 and 7.0 of this Agreement and ensuring completion and documentation of any required training, except where such work is performed by Company.

5.1.4 In the event the Customer cannot confirm that its employee, contractor and/or agent performing work on its behalf is a Qualified Electrical Worker in accordance with this Article, the Customer is required to comply with appropriate electrical clearance distances and only perform work on the Attachments in a de-energized condition. If a disconnect device is not installed, the Customer is to schedule a disconnect service request with the Company prior to performing any Attachment work. Following the completion of the work, the Customer is to schedule a connection service request with the Company to re-energize the Attachment.

5.1.5 Customer and its employees, contractors, agents or any persons acting on Customer's behalf 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 Structures, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears unless such access or ingress is under the direct supervision of the Company.

5.1.6 The Customer and its employees, contractors, agents or any persons acting on Customer's behalf shall comply with all applicable requirements (legal and otherwise) as stated under Article 7.0 when accessing any overhead infrastructure of the Electric Distribution System. If the Customer needs access or ingress to any of the Company's underground or overhead infrastructure of the Electric Distribution System, for inspection and maintenance functions, the Customer shall make advance written request to the Company. The Company shall provide required support, and/or perform the necessary work 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 costs and expenses for the work performed by the Company associated with each Attachment consistent

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with and inclusive of the charges or fees as set forth in this Agreement and/or as defined in the applicable tariffs.

5.1.7 Any materials removed, or caused to be removed, as part of or 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 sole cost and expense.

9.45.1.8 Customer and its employees, contractors, agents or any persons acting on Customer's behalf 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 Electric Distribution System or any other facilities of 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~~ Electric Distribution System or other facilities 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~~ 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.~~

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<del>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.</del>	
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~~9.75.1.9~~ All tree trimming ~~made necessary by reason of:~~(a) to accommodate 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) .~~ All tree trimming made necessary to accommodate 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~~Electric Distribution System 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

### 5.2 Maintenance

5.2.1 Customer shall be responsible for its own underground cable locating and for any participation in the appropriate "call before you dig" association responsible for providing one-call notifications within the Customer's operating service area. This 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

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contact information 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.

5.2.2 Customer shall participate, at its sole expense, in any forum, group or organization and utilize any designated common information management system established to facilitate communications, priority, schedule and any other functions necessary to manage, locate or identify the attachment facilities and actions of all customers and other facility owner(s) which are in conjunction with or may have an impact upon an Attachment. This includes, but is not limited to, the coordination of transferring Facilities when Poles have been replaced requiring Company or Joint Owners, Customer, Joint Users and Other Customers to relocate their attachments. At the time of this Agreement, the system in use is Pole Lifecycle Management, a product provided by InQuest Technologies.

5.2.3 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 that the Customer provides reasonable 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 person(s), property of third parties or of the Company and/or the integrity or reliability of Electrical Distribution System.

### 5.3 Removal from Joint-Use Infrastructure

5.3.1 For the Facilities acquired by the Customer pursuant to R.I.G.L. § 39-30-1, et seq. that are an integrated part of the Electric Distribution System ("Coexisting Facilities"), such Facilities shall be physically separated from the Electric Distribution System equipment, except for those attachment applications compliant with established codes, standards, policies and procedures. Coexisting Facilities are currently installed or otherwise coexist, in whole or in part, on or within conduit, ducts, vaults, or other Structures ("Joint-Use Structures"). As such Coexisting Facilities will not be separated from the Joint-Use Structures prior to the closing date of the Agreement of Sale between the parties hereto. Following the closing date, the Coexisting Facilities and/or the Joint-Use Structures may, from time to time, require change or replacement at which time the Customer shall physically separate the Facility(ies) from the Electric Distribution System.

5.3.2 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 equipment, Company shall provide Customer with written notice of such

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work 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's written 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's notice shall be provided 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.

5.3.3 In the course of daily operation or maintenance, should an existing underground Facility require relocation or other Material Change, the Facility is to be relocated outside the Structure and the existing license is to be modified or terminated. The Customer is responsible for the construction of the proposed relocated Facility and the removal of existing Facility outside of the Structure where applicable. For Attachments within Structures or co-existing within a singular common Structure which is also utilized by the Electric Distribution System, the provisions of Articles 3.0, 4.0 and 17.0 shall apply to all work proposed or planned and may be performed by Company at Customer's expense.

### 5.4 Inspection of Attachments

~~40.15.4.1~~ 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.

~~40.2~~ 5.4.2 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 ~~40.15.4.1~~ supra reveals any of the following:

- ~~(a) — Attachments for which no~~ (i) No license has been issued by Company for the Attachment pursuant to Article ~~7.04.0~~ supra,
- ~~(b) — (ii) Discrepancy in type, style or size of installed Facility (i.e. luminaire)~~ Attachment as compared with Company's records, or
- ~~(c) — (iii) 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)~~ upon Pole(s) and/or within Structures.

~~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.~~

~~40.35.4.3~~ 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~~ the charge or any ~~unlicensed~~ unauthorized use by



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Customer shall be deemed as a ratification or the authorization of the ~~unlicensed~~unauthorized use; ~~and if~~ if any license should subsequently be issued, ~~said~~the license shall not operate retroactively or constitute a waiver by Company of any of its rights or privileges under this Agreement or otherwise.

### 6.0 FEES, CHARGES AND PAYMENTS

6.1 Customer shall pay to Company the fees and charges in conjunction with each requested Attachment license(s), as calculated in accordance with appropriate federal and/or state rules and regulations, as specified in applicable tariffs, or in accordance with the terms and conditions of APPENDIX I, attached hereto and incorporated herein by reference to Articles 3.0, 4.0, and 5.0 and APPENDIX II, Forms B-1 and B-2.

6.2 Nonpayment by the Customer of any work the Customer authorized and performed by Company for the Customer and the corresponding amount due under this Agreement shall constitute a default of this Agreement, and Company may exercise all of its rights and remedies under this Agreement including, but not limited to, termination under Article 16.0.

6.3 Company may change the amount of fees and charges specified in APPENDIX I, Schedule of Fees and Charges by giving Customer no fewer than sixty (60) days written notice prior to the date the change becomes effective or as otherwise approved and made effective by the PUC. 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 are 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 termination of the Agreement, the Customer shall be responsible for the removal of all Attachments unless otherwise specified in accordance with and to the extent authorized by Article 16.0.

6.4 The Company's performance of the required Field/Office Survey, as authorized by the Customer in compliance with Section 4.2, is contingent on the Customer making advance payment to Company in the amount specified by Company. Such specified amount shall be an estimate sufficient to cover Company's fully loaded costs to perform and complete the required Field/Office Survey. The estimated amount shall include the standard Field/Office Survey charge as found in APPENDIX I, Schedule of Fees and Charges and any other required ancillary service costs incurred in the performance of the Field/Office Survey. The estimated ancillary service costs shall include, but not be limited to, applicable permits, work zone and police detail protection and other safety and environmental functions which shall be required to perform the Field/Office Survey at a specific location. Upon completion of the Field/Office Survey by Company, no adjustment of the Field/Office Survey costs paid by Customer shall be made to

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reflect Company's actual costs to perform the Field/Office 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/Office 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/Office Survey. Company reserves the right to change such standard Field/Office Survey charge assessed to Customer and all Other Customers from time to time and to provide written notice as stated in Section 6.3.

6.5 The Company's performance of the specified Make-Ready Work as authorized by the Customer in compliance with Section 4.3 is contingent upon the Customer making advance payment to Company in the amount specified by Company. Such specified amount shall be an estimate sufficient to cover Company's fully loaded costs 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 amount 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.

6.6 The Customer shall pay the Lighting Service Charge for each occurrence per location that the Customer requests the Company perform electrical service related connections/disconnections or other work unrelated to the operation or maintenance of the Electric Distribution System. Should the Customer's requested service result in required work on the Electric Distribution System, the Lighting Service Charge for that occurrence shall be waived. The Lighting Service Charge shall be at the rate as specified in the applicable Tariff as adjusted from time to time and as further referenced in APPENDIX I, Schedule of Fees and Charges.

### 7.0 LEGAL REQUIREMENTS, REGULATIONS, CODES AND STANDARDS

7.1 The parties hereto, all Attachments (whether existing or new Facilities) and any and all work associated with the Attachments and this Agreement shall comply with all applicable federal, state and local laws, regulations, rules, codes, Company tariffs and Company Requirements, as such may be amended from time to time.

7.2 Attachments shall be located, oriented, operated and maintained 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 OSHA and any governing authority having jurisdiction over the subject matter of this Agreement, as each may be amended from time to time.

7.3 Clearances between communications, Electric Distribution System and street lighting cables/conductors 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.

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<u>7.4 All lighting or illumination sources (i.e. lamps) shall be compliant with the energy consumption schedules and defined hours of operation as set forth in the applicable Company tariffs.</u>	
<u>7.5 Subject Section 2.5 herein, Customer shall be responsible for obtaining from the appropriate public and/or private authority any authorizations required to construct, operate and/or maintain its Attachment on the public and private property at the location of Poles and/or Structures for which Customer has obtained Street and Area Lighting Attachment License(s) under this Agreement before making Attachments on such public and/or private property</u>	

### **11.08.0 UNAUTHORIZED ATTACHMENTS**

~~11.18.1~~ To the extent authorized by Article ~~18.0, if any of Customer's~~ 15.0, in the event that any unauthorized Attachments ~~for which no license is outstanding is~~ are found attached to ~~Company's Poles or Structures and for which no license exists,~~ 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, Article 6.0,~~ and require Customer to submit in writing, within fifteen (15) days after receipt of written notification from Company of the ~~unlicensed unauthorized~~ Attachment(s), an Application ~~for~~ For Street Light Pole Attachment License. ~~If such application and Area Lighting Attachment License, (Form A-1). The Customer shall notify Company that the unauthorized Attachment has been removed within the fifteen (15) days after receipt of written notification from the Company. Alternatively, Customer may authorize Company to remove the unauthorized Attachment in accordance with Article 15.0. If such application or notification~~ 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~~ Company shall remove the unauthorized Attachment(s). The Customer shall be responsible for the cost and expense of ~~Customer and~~ removal of the unauthorized Attachment by the Company without any liability incurred by Company to Customer for loss of service provided by Customer or any damage or injury to Customer's ~~unlicensed's unauthorized~~ Attachment(s).

~~11.28.2~~ For the purpose of determining the applicable charges, both parties shall ~~attempt in good faith to determine~~ agree that if an ~~unlicensed unauthorized~~ 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~~ from the list of Facilities purchased by the Customer. Any unauthorized Attachment that is identified after twelve (12) months following the execution date of this Agreement, shall require its own individual license for

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which the Customer shall submit an Application For Street and Area Lighting Attachment License.  
The fees, charges, and interest as specified in Article ~~4.0, Article 8.0, 6.0~~, APPENDIX I and APPENDIX II, ~~Forms~~(Form B-1 and B-2) at the time the ~~unlicensed~~unauthorized 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.

8.3 For unauthorized attachments for which the Company is unable to determine ownership following due diligence, the attachment shall be removed by the Company.

### 12.09.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER

~~12.19.1~~ Company reserves to itself, its successors and assigns, the right to locate and maintain its Poles and 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 Poles or Structures~~, except to the extent caused by Company's negligence or to the extent otherwise required by Company's tariffs.

~~12.2~~ 9.2 Customer shall be liable for any damages it causes to the facilities of Company and of ~~others~~Other Customers attached to ~~Company's Poles and/or 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 Joint Owners, Joint Users and/or Other Customers of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred by Company ~~and/or, Joint Owners~~, Joint Users and/or Other Customers in making repairs to their respective facilities.

~~12.3~~ 9.3 Except to the extent caused by the negligence of any of the Company Indemnified Parties, 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, and defend Company, its affiliates and their respective officers, directors, employees, agents, contractors, representatives, successors (collectively, the "Company Indemnified Parties") and assign, 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:

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- (a) ~~any~~Any work or action done upon the Poles or within Structures licensed hereunder or any part thereof performed by Customer or any of its agents, contractors, servants, or employees;
- (b) ~~any~~Any use, occupation, condition, operation of ~~said~~the Poles and/or Structures or any part thereof by Customer or any of its agents, contractors, servants, or employees;
- (c) ~~any~~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~~Any accident, injury (including, but not limited to, death), or damage to any person or property occurring upon ~~said~~the Poles and/or within 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~~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 Poles or Structures by Customer or any of its agents, contractors, servants, employees, or;
- (g) ~~by~~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 and/or Structures, 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 Structures, or otherwise.

~~12.49.4~~ 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, Structures, facilities, wires, apparatus, the use of the space upon a Pole or within a Structure or whether it is usable, or otherwise in connection with any Attachment, ~~the~~ Facilities or this Agreement. ~~The~~ To the extent applicable, the Customer, or its contractors, agents and representatives performing any ~~attachment~~ Attachment work, shall be responsible and liable for observations, assessments and non-destructive testing ~~or observing~~ of the Poles and/or Structures to determine whether the Poles and/or Structures are safe to utilize, support, access ~~and~~ or ascend. If the Customer questions the integrity or safety of any Pole and/or Structure or if the Pole or Structure is marked as unsafe,

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the Customer shall refrain from utilizing, accessing, ascending, or handling the Pole or Structure in any manner whatsoever and shall notify or confirm ~~said~~such condition with Company. Should the Customer, or its contractor, agent or representative decide, in ~~its~~its/his/her sole judgment, to utilize or access a Pole or Structure (including, without limitation, Poles or 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~~ Indemnified Parties as indicated herein.

~~12.59.5~~12.59.5 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.

~~12.69.6~~12.69.6 The provisions of this Article ~~12.09.0~~12.09.0 shall survive the expiration or earlier termination of this Agreement or any license issued under this Agreement.

### 13.010.0

### INSURANCE

~~13.1-10.1~~13.1-10.1 Except as provided under Section 10.9 herein. 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 ~~12.09.0~~12.09.0 *supra*.

~~13.2-10.2~~13.2-10.2 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

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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~~10.3 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~~10.4 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~~10.5 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~~ 10.6 All insurance must be effective before Company will authorize Customer to make Attachments to any Pole and/or Structure and shall remain in force until such Attachments have been removed from all such Poles and/or Structures. Customer accepts the obligation to inform Company of changes in insurance or insurance carrier and/or policy on a prospective basis.

~~13-7~~10.7 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~~10.0 written on a "claims-made" basis. The following language shall be used when referencing the additional

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

~~13.8~~10.8 Customer shall require all of its contractors to carry insurance which meets the requirements specified under this Article ~~13.0~~10.0 of this Agreement, and to name Company as an additional insured.

10.9 Anything in this Article 10.0 to the contrary notwithstanding, the Customer may elect to self-insure provided that the Company consents and Customer provides written notice and evidence of self insurance to the Company.

### ~~14.0~~11.0

#### AUTHORIZATION NOT EXCLUSIVE

~~14.1~~11.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right, or privilege to Customer. ~~Company shall have the right to with respect to attachment rights to the Company's facilities. Company may~~ grant, renew, and extend rights and privileges to others that are not ~~party~~parties to this Agreement, whether by contract or otherwise, to attach to or use any space upon a Pole or within a Structure subject to this Agreement.

### ~~15.0~~12.0

#### ASSIGNMENT OF RIGHTS

~~15.1~~12.1 Customer shall not assign or transfer this Agreement or any rights or 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~~ 12.2 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~~ 12.3 Pole and 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 Facility or retain existing 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~~attachments or any other equipment anywhere on ~~Company's Attachments, upon~~ Poles or within Structures, including, without limitation, the space on ~~Company's Poles or within Structures~~ 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.~~



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<del>16.0</del> <u>13.0</u>	<u>FAILURE TO ENFORCE</u>
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~~16.1~~13.1 Failure of ~~Company~~either party 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.

<del>17.0</del> <u>14.0</u>	<u>TERM OF AGREEMENT</u>
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~~17.1~~14.1 Unless terminated in accordance with Article ~~19.0,~~16.0, 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~~14.2 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-~~2930-4~~1, *et seq.*

<del>18.0</del> <u>15.0</u>	<u>TERMINATION OF LICENSE</u>
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~~18.1~~15.1 Any license(s) 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-~~2930-1~~, *et seq.* to construct, operate, and/or maintain its Attachments on the public or private property at the location of the particular Pole or Structure covered by the license.

~~18.2~~ 15.2 Customer may at any time terminate a license for ~~specific~~any 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) or 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 Pole(s) or 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 ~~Attachments~~Attachment(s) to such Pole(s) or Structure(s) had ever been made.

~~18.3~~15.3 Company may at any time terminate a license for ~~specific~~any Attachment(s) in accordance with this Agreement 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

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to remove its Attachment(s), at ~~its~~Customer's expense, from any of the designated ~~Company's~~  
Pole(s) or 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.

15.4 Terms and conditions of Articles ~~8-05.0~~ and ~~20-017.0~~ of this Agreement shall  
govern the removal of ~~Customer's~~ Attachments.

### ~~19-016.0~~

### TERMINATION OF AGREEMENT

~~19-116.1~~ 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~~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~~licenses granted hereunder, or the ~~authorizations~~licenses covering the  
~~Poles~~Pole(s) or Structure(s) as to which such default or noncompliance shall have occurred.

~~19-216.2~~ If, at any time, an insurance carrier notifies Company that any policy or  
policies of insurance, acquired pursuant to Article ~~13-010.0~~ *supra*, or any self insurance is or  
will be canceled or changed so that the requirements of Article ~~13-010.0~~ 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 or evidence of self insurance providing insurance coverage in  
accordance with the provisions of Article ~~13-010.0~~ *supra*.

~~19-316.3~~ 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 or Structures within six (6) months from the date of  
termination, unless otherwise agreed to by both parties; or as authorized by Customer, the  
Company (or its agents) will remove Attachments from Poles or Structures provided, however,  
that Customer shall be liable for and pay all fees ~~and~~ charges and associated costs 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~~ Poles or Structures.

~~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~~

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<del>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.</del>	

### 20.017.0

### REMOVAL RIGHTS

20.417.1 The Removal Rights as designated within this article shall apply in all cases where either Customer or Company terminates a ~~license~~License or this Agreement or in the course of normal operation or maintenance of ~~Attachments to Poles~~an Attachment upon a Pole or within a Structure and as authorized pursuant to ~~any laws, ordinances, regulations, and regulatory rulings,~~the requirements under Article 7.0, including but not limited to R.I.G.L. § 39-~~29-1~~of 30-1, e, 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.~~

20.317.2 Company may exercise its Removal Rights and require Customer to remove its ~~Attachments~~Attachment(s), and Customer, at the Customer's sole expense, shall remove or have removed in accordance with this Agreement its ~~Attachments~~Attachment(s) from any ~~of Company's Poles~~Pole(s) and/or Structure(s) within fifteen (15) days of notice. If Customer (or its contractors or agents) fails to remove ~~Customer's Attachments from Company's Poles~~Attachment(s) from Pole(s) and/or Structure(s) within the applicable time period, Company shall have the right to remove the ~~Attachments~~Attachment(s), at Customer's expense, and without any liability on the part of Company for damage or injury to ~~Customer's Attachments~~Attachment(s). If Company exercises its Removal Rights to remove the ~~Attachments~~Attachment(s), Company shall have the option to sell or otherwise dispose of the removed ~~Attachments~~Attachment(s) to cover the expense of the removal. If the sale of the ~~Attachments~~Attachment(s) 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 and charges pursuant to the terms of this Agreement to Company until such ~~Attachments~~Attachment(s) are removed from ~~Company's Poles~~Pole(s) and/or Structure(s).

20.417.3 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.

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~~21.0~~18.0

CHOICE OF LAW

~~21.1~~18.1 This Agreement shall be governed by and construed in accordance with the laws of the state of Rhode Island without regard to the ~~conflicts~~conflict of ~~law~~laws principles contained therein.

~~22.0~~19.0

SEVERABILITY

~~22.1~~19.1 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~~20.0

NOTICES

~~23.1~~20.1 All written notices required under this Agreement shall be given by posting the same via first-class mail as follows:

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### ARTICLE / DESCRIPTION PAGE NO.

(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~~ and Area Lighting Attachment License(s), Authorization for Field/Office Survey ~~Work~~, Authorization for Make Ready Work, and Notification of Discontinuance of Street ~~Light Pole~~ or Area Lighting Attachment ~~License(s)~~ to Customer's office at:

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

(b) **To Company:** Application for Street ~~Light Pole~~ and Area Lighting Attachment License, Authorization for Field/Office Survey Work, Authorization for Make Ready Work, and Notification of Discontinuance of ~~Use of Poles~~ Street or Area Lighting Attachment, 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

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**ARTICLE / DESCRIPTION** \_\_\_\_\_ **PAGE NO.**

(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.

**24.021.0**

**ENTIRE AGREEMENT**

**24.121.1**

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~~ \_\_\_\_\_

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## APPENDIX I

### SCHEDULE OF FEES AND CHARGES FOR CUSTOMER-OWNED STREET LIGHT POLE AND AREA LIGHTING ATTACHMENTS

(A) Attachment

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

(B) Field/Office Survey

Whenever a Field/Office 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/Office Survey is \$130.00 per Attachment and is based on Company's current estimated cost to perform and complete the Field/Office Survey. Specific to each occurrence, any actions required by the Company to remedy a Pole or 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/Office 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 Pole ~~on~~ upon and/or Structure within which Customer's Attachments will be placed ~~with a new Pole of the necessary height, strength, and class required to~~ safely accommodate Customer's Attachments, and such other changes in the existing ~~Pole line in which~~ facilities upon and/or within such Pole ~~is included~~ and/or 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 Pole and/or Structure 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 and/or Structure to the new Pole and/or Structure; and

(43) 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)~~ 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 STREET <del>LIGHT POLE</del> <u>AND AREA LIGHTING</u> ATTACHMENT LICENSE / STREET <del>LIGHT POLE</del> <u>AND AREA LIGHTING</u> ATTACHMENT LICENSE	A-1
<u>APPLICATION FOR STREET <del>LIGHT AND POLE DETAILS</del> <u>AND AREA LIGHTING</u></u> <u>ATTACHMENT LICENSE DETAIL</u>	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 <del>USE OF POLES FOR</del> STREET <del>LIGHT</del> <u>OR AREA</u> <u>LIGHTING</u> ATTACHMENT / <u>ACKNOWLEDGMENT OF DISCONTINUANCE OF STREET OR AREA LIGHTING ATTA</u>	
IDENTIFICATION <del>TAGS</del> <u>OF OWNERSHIP LABELS</u>	E
LIGHTING SOURCE IDENTIFICATION LABELS	F
<u>ACKNOWLEDGMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS</u>	G

Agreement Number : XXXX

Form A-1

Application Number \_\_\_\_\_ : XXXX-XX-XXX (to be provided by Company)

**NARRAGANSETT ELECTRIC COMPANY**  
**d/b/a NATIONAL GRID**

**APPLICATION FOR**  
**STREET LIGHT POLE AND AREA LIGHTING ATTACHMENT LICENSE**

DATE \_\_\_\_\_ Date of Application: \_\_\_\_\_

CUSTOMER \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Customer Name: \_\_\_\_\_

In accordance with the terms and conditions of the License Agreement for Customer-Owned Street and Area Lighting Attachment between ~~us~~ Customer and Company, dated \_\_\_\_\_, application is hereby made for a license(s) to make \_\_\_\_\_ (quantity) Attachments to JO Poles and \_\_\_\_\_ Attachments to SO Poles located Joint-Owned or Sole-Owned Poles or Underground Structures as indicated on the attached Form A-2.

CUSTOMER \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_ =

**STREET LIGHT POLE AND AREA LIGHTING ATTACHMENT LICENSE**

Street Light Pole and Area Lighting Attachment License Number(s) \_\_\_\_\_ is hereby granted to make the Attachment(s) described in this application, identified as License No(s): \_\_\_\_\_ as Attachments to JO Poles and \_\_\_\_\_ Attachment(s) to SO Poles located Structures as indicated on the attached Form A-2.

DATE \_\_\_\_\_  
Date License Granted \_\_\_\_\_

COMPANY \_\_\_\_\_  
Narragansett Electric Company d/b/a National Grid

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ ~~---~~ [Email](#)

---

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.~~

applications are received.

Agreement Number XXXX

Application Number \_\_\_\_\_ XXXX-XX-XXX (to be provided by Company)

**NARRAGANSETT ELECTRIC COMPANY**  
**d/b/a NATIONAL GRID**

**APPLICATION FOR**  
**STREET LIGHT POLE AND AREA LIGHTING ATTACHMENT DETAILS LICENSE**  
**DETAIL**

\_\_\_\_\_ **CUSTOMER**

\_\_\_\_\_ **Date of Application:** \_\_\_\_\_  
**Customer Name:** \_\_\_\_\_

\_\_\_\_\_ **Municipality** \_\_\_\_\_  
**Municipality where Street and Area Lighting Attachment is to be made:**

\_\_\_\_\_ **(Note: Provide separate sheets for each municipality** \_\_\_\_\_ **(Note:**  
**One Attachment request per Form A-2. Additional locations should be submitted on separate**  
**Form A-2.)**

**Attachment Electrical Feed Type:** Overhead \_\_\_\_\_ Underground \_\_\_\_\_

**Location Reference Information:**

**Street Name** \_\_\_\_\_  
**Pole Number** \_\_\_\_\_ **Pole Suffix** \_\_\_\_\_

**If Underground fed, location of connection point:** \_\_\_\_\_

**Pole No.** \_\_\_\_\_ **Location** \_\_\_\_\_ **Attachment Description:**  
**Fixture Source Type:** \_\_\_\_\_ **(Light Emitting Diode, High Pressure Sodium, etc.)**

**Nominal Wattage:** \_\_\_\_\_  
**(Total System Wattage inclusive of the entire HID luminaire or LED device, ballast/driver, control device, color temperature and environment adjustment factor. Include manufacturer's specification and/or catalog sheet.)**

**Billing Information:**

**Bill to existing unmetered S-05 Bill Account?:** If yes, enter account #: \_\_\_\_\_ - \_\_\_\_\_  
**If no, a new account will be created by the Company.**

**Operating Schedule per Company's S-05 Tariff:**

**Dusk-to-Dawn** \_\_\_\_\_ **Continuous Operation** \_\_\_\_\_  
**Part-Night** \_\_\_\_\_ **Dimming** \_\_\_\_\_

**Is this replacing an existing Customer-owned street or area light?:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Note: A field survey may be required and if so, the Customer will be charged the Field/Office Survey Charge.**

\_\_\_\_ (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. \_\_\_\_\_ Email

\_\_\_\_\_



Agreement Number XXXX  
 Application / ~~Request No.~~ \_\_\_\_\_ Number XXXX-XX-XXX

**Form B-1**

**NARRAGANSETT ELECTRIC COMPANY**  
**d/b/a NATIONAL GRID**

**ESTIMATE FOR FIELD/OFFICE SURVEY**

(Customer) Name: \_\_\_\_\_

In accordance with the ~~License~~ Agreement for ~~Overhead Electrical Service and Attachments to Utility Poles for Customer-Owned~~ Street and Area Lighting ~~Attachment~~, dated \_\_\_\_\_, \_\_\_\_\_, the following is a summary of the charges which will apply to complete a field survey covering Application / ~~Request~~-Number \_\_\_\_\_ XXXX-XX-XXX.

<del>Total</del>	<u>Unit Quantity</u>	<u>Rate / Unit</u>	<u>Total</u>
Field/ <u>Office</u> Survey	_____ x _____	\$ _____	= \$ _____
Ancillary Services	_____ x _____	\$ _____	= \$ _____
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 \_\_\_\_\_

Date \_\_\_\_\_ Narragansett Electric Company d/b/a  
National Grid

~~Company~~ \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ ~~- Email~~

**AUTHORIZATION FOR FIELD SURVEY**

The required field survey covering Application / ~~Request~~ Number \_\_\_\_\_ XXXX-XX-XXX 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 Customer-Owned~~ Street and Area Lighting ~~Attachment~~.

~~DATE~~ \_\_\_\_\_ Date \_\_\_\_\_

~~CUSTOMER~~

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ [Email](#)

\_\_\_\_\_

Agreement Number: XXXX  
Application / ~~Request No.~~ \_\_\_\_\_ Number XXXX-XX-XXX

Form B-2

**NARRAGANSETT ELECTRIC COMPANY**  
**d/b/a NATIONAL GRID**

**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 Name:~~  
\_\_\_\_\_, a \_\_\_\_\_

Field ~~Survey~~ survey work associated with your Application / ~~Request Number~~ \_\_\_\_\_ for Street and Area Lighting Attachment License Number XXXX-XX-XXX dated \_\_\_\_\_, for Attachment to ~~Poles Joint-Owned or Sole-Owned Poles or Underground Structures~~ has been completed. The following is a summary of the charges ~~that~~ which will apply to complete the required Make-Ready Work to support the Customer-requested Attachment(s).

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~~ the authorization below and return with an advance payment in the amount of \$ \_\_\_\_\_.

\_\_\_\_\_  
~~DATE~~ \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
~~COMPANY~~ \_\_\_\_\_  
Narragansett Electric Company d/b/a National Grid

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email \_\_\_\_\_

**AUTHORIZATION FOR MAKE-READY WORK**

The Make-Ready Work associated with Application / ~~Request~~ for Street and Area Lighting Attachment License Number \_\_\_\_\_ XXXX-XX-XXX 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~~ Customer-Owned Street and Area Lighting Attachment.

\_\_\_\_\_  
~~DATE~~ \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
~~CUSTOMER~~ \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email

Agreement Number XXXX

Application / ~~Request No.~~ \_\_\_\_\_ Number XXXX-XX-XXX

**Form C**

**NARRAGANSETT ELECTRIC COMPANY**  
**d/b/a NATIONAL GRID**

**ITEMIZED MAKE-READY WORK**



Agreement Number: XXXX

**NARRAGANSETT ELECTRIC COMPANY**  
**d/b/a NATIONAL GRID**

**NOTIFICATION OF DISCONTINUANCE OF ~~USE OF POLES FOR~~**  
**STREET LIGHT AND AREA LIGHTING ATTACHMENT**

~~CUSTOMER~~ \_\_\_\_\_ Customer Name:

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~~ Customer-Owned Street and Area Lighting, ~~Attachments~~ dated \_\_\_\_\_, notice is hereby given that specific ~~Attachments to poles~~ Attachment to Joint-Owned or Sole-Owned Pole or Underground Structure, as listed below, in the municipality of \_\_\_\_\_, covered by permit number \_\_\_\_\_ ~~were~~ was removed on \_\_\_\_\_.

<u>Attachment License No.</u>	<u>Location Reference Street Name</u>	<u>Pole or Structure Pole Address Reference No.</u>	<u>Attachment Description of Attachments</u>	<u>Removal Date</u>
-------------------------------	---------------------------------------	---	--	---------------------

Total ~~number~~ quantity of Attachments ~~to JO~~ upon Poles ~~to be discontinued~~ is \_\_\_\_\_ and the total number of Attachments ~~to SO Poles~~ and/or within Structures to be discontinued is \_\_\_\_\_.

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

\_\_\_\_\_  
~~DATE~~  
Date \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Email \_\_\_\_\_

**ACKNOWLEDGMENT OF DISCONTINUANCE OF ~~USE OF POLES FOR~~**  
**STREET LIGHT AND AREA LIGHTING ATTACHMENT**

Use of ~~Poles~~ Joint-Owned or Sole-Owned Pole or Underground Structure has been discontinued as above.

~~DATE~~ \_\_\_\_\_ Date \_\_\_\_\_

~~COMPANY~~ \_\_\_\_\_  
Narragansett Electric Company d/b/a National Grid

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_

**Form E**

**IDENTIFICATION TAGS OF OWNERSHIP LABELS**

(A) GENERAL

This Appendix describes identification ~~tags~~ labels 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 LABELS



**FIGURE 1: Ownership Identification Tag Label**

The ~~tag~~ label shall be ~~yellow with black lettering~~ in a form mutually agreed upon by the Parties. Customer shall be responsible for maintaining the legibility of ownership identification tags labels at all times.

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

(C) PROCUREMENT OF TAGS LABELS

It shall be the responsibility of Customer to obtain, place, and maintain Ownership Identification tags labels.

(D) INSTALLATION OF OWNERSHIP IDENTIFICATION TAGS—AERIAL APPLICATION LABELS

When required by Section ~~5-3~~ 3.3, Ownership Identification Tags Labels shall be installed at the following locations:

(1) AERIAL APPLICATIONS

(a) On each luminaire, on the bottom of the luminaire so that it is visible from the ground.



~~(2b)~~ On cables at each pole, on the bottom of the cable so that it is visible from the ground.

~~(3c)~~ On cable risers at each pole, on the riser conduit approximately 6' above **IDENTIFICATION LABELS – Continued**

ground.

~~(4d)~~ At anchor and guy locations:

~~(5e)~~ Between the device used to secure the strand (i.e., strand vise, guy grips or clamps) and the eye of the rod, or

~~(6f)~~ If a guy shield is in place, at the top of the guy shield on the strand.

~~(7g)~~ At terminal or Connection Point locations, at the neck of the terminal.

~~(8h)~~ At cabinets, on the front of the cabinet.

## (2) UNDERGROUND APPLICATIONS

(a) On cables at each manhole or handhole, on the top of the cable so that it is visible from outside the manhole or handhole.

(b) At terminal or Connection Point locations.

(c) 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 – Luminaire Field Identification ~~of High Intensity Discharge Lamps and Luminaires~~, (ANSI/NEMA C~~136.15-2009~~,136.15, latest revision) or other industry standard compliant with the specific lamp or lighting source, as applicable.

**ACKNOWLEDGEMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS**

The [CITY OR TOWN] of [NAME OF CITY/TOWN] hereby acknowledges and agrees to the following:

1. Narragansett Electric Company, d/b/a National Grid (hereinafter "National Grid") expects the use of electrically-qualified personnel as required by OSHA in 29 CFR 1910.269 for all work associated with the AGREEMENT FOR ATTACHMENTS TO UTILITY POLES AND STRUCTURES FOR CUSTOMER-OWNED STREET AND AREA LIGHTING BETWEEN NARRAGANSETT ELECTRIC COMPANY D/B/A NATIONAL GRID and [CITY/TOWN] DATED [MONTH , YEAR] (hereinafter "[CITY/TOWN NAME AGREEMENT]").
2. [CITY/TOWN] hereby agrees that any work being done pursuant to [CITY/TOWN AGREEMENT] will be done by qualified electrical workers as defined by OSHA in 29 CFR 1910.269 and in accordance with all relevant laws, regulations, codes, and industry standards.
3. [CITY/TOWN] understands and agrees that any injuries to persons or property arising out of or related to this work, including without limitation as a result of a failure to comply with this ACKNOWLEDGMENT, will be the sole responsibility of [CITY/TOWN] pursuant to ARTICLE 9.0 of [CITY/TOWN AGREEMENT], except to the extent attributable to the negligence or willful misconduct of Narragansett Electric Company.

CITY/TOWN NAME

BY:

NAME (print):

TITLE (print):

DATE: \_\_\_\_\_ / \_\_\_\_ /20\_\_.

**Attachment D<sup>1</sup>**  
**Comparison Documents**

Attachment Agreement for Customer-Owned Street  
and Area Lighting Attachments

Underground

---

<sup>1</sup> Please note that this is a comparison between the Underground Agreement the Company filed on March 17, 2014 with the Underground Agreement the Company filed in response to Commission 2-2 on November 12, 2013.



~~LICENSE~~ AGREEMENT

FOR  
~~UNDERGROUND ELECTRICAL SERVICE~~  
~~AND~~  
~~ATTACHMENTS TO~~  
~~UTILITY STRUCTURES~~  
~~FOR~~

CUSTOMER-OWNED  
STREET AND AREA LIGHTING  
ATTACHMENTS

BETWEEN

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

AND

City/Town Name, Rhode Island  
(CUSTOMER)

DATED: Month \_\_, ~~2013~~20

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<del>11.0</del>	UNAUTHORIZED ATTACHMENTS			<del>17</del> <u>24</u>
<del>12.0</del> <u>9.0</u>	LIABILITY, INDEMNIFICATION AND DISCLAIMER			<del>18</del> <u>25</u>
<del>13.0</del> <u>10.0</u>			INSURANCE	<del>20</del> <u>28</u>
<del>14.0</del> <u>11.0</u>	AUTHORIZATION	NOT	EXCLUSIVE	<del>21</del> <u>30</u>
<del>15.0</del> <u>12.0</u>	ASSIGNMENT	OF	RIGHTS	<del>21</del> <u>30</u>

<del>16.0</del> <u>13.0</u> FAILURE <del>22</del> <u>30</u>	TO	ENFORCE
<del>17.0</del> <u>14.0</u> TERM <del>22</del> <u>30</u>	OF	AGREEMENT
<del>18.0</del> <u>15.0</u> TERMINATION <del>22</del> <u>31</u>	OF	LICENSE
<del>19.0</del> <u>16.0</u> TERMINATION <del>23</del> <u>31</u>	OF	AGREEMENT
<del>20.0</del> <u>17.0</u> REMOVAL <del>24</del> <u>32</u>		RIGHTS
<del>22.0</del> <u>18.0</u> CHOICE <del>25</del> <u>33</u>	OF	LAW
<del>23.0</del> <u>19.0</u> <del>25</del> <u>33</u>		SEVERABILITY
<del>24.0</del> <u>20.0</u> <del>26</del> <u>33</u>		NOTICES
<del>25.0</del> <u>21.0</u> ENTIRE <del>27</del> <u>35</u>		AGREEMENT
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**THIS AGREEMENT, FOR CUSTOMER-OWNED STREET AND AREA LIGHTING ATTACHMENTS** ("Agreement"), is made this \_\_\_\_ day of Month, ~~2013~~20, 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 ~~Name~~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 upon Poles and/or located ~~in or upon Company's~~within Structures pursuant to R.I.G.L. § 39-~~29~~30-1 et seq., ~~and the rulings of the Rhode Island Public Utilities Commission (the "PUC") interpreting said provision, 1, et seq.~~, and desires to retain and/or make Attachments ~~of existing Facilities in or upon the Poles (which are either Jointly Owned or solely owned by the Company) or within 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~~agrees to permit, to the extent it ~~may lawfully do so~~is legally permitted and/or ~~is required to permit,~~ the continued existence and new placement of Attachments upon Poles and/or ~~within or upon Company's~~ Structures in a specified geographic area ~~where such use~~subject to the terms of this Agreement, provided that such use of the space upon Poles and within Structures will not interfere with Company's service requirements and obligations or the use of ~~its~~the Poles and Structures by others ~~subject to the terms of this Agreement~~in accordance with R.I.G.L. § 39-30-1, et seq.; 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~~system 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~~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 (i) the Facilities, including without limitation, any luminaire, supporting bracket, and/or wire, conductor, circuitry or other equipment, owned by Customer, existing or proposed to be placed on a Pole and connected to the distribution system at the Connection Point to be used for sole purpose of providing street and/or area lighting, and (ii) 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~~geographic municipal boundary.

~~1.3~~ "Conduit" shall mean a Structure containing one or more Ducts.

"Company Requirements" shall mean the Company's policies, procedures, practices, guidelines and standards which the Company has made available to the Customer.

~~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.~~mean where the Attachment is energized from the Electric Distribution System.

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

~~1.6~~ "Electric Distribution System" shall mean the overhead and underground infrastructure owned by the Company which includes, but is not limited to, circuitry, structures and equipment to support the delivery of energy between 120v and 34.5 Kv.

"Facility" or "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~~mean components or equipment owned by the Customer which were either

purchased from the Company or are proposed by the Customer 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.

~~4.7~~ “Field/Office Survey” shall mean ~~an~~the Company's on-site audit and/or office asset/mapping record review, ~~requested by Customer, of the~~ of each individual Pole and/or Structure(s) upon or within which ~~the~~ Customer ~~has an existing Attachment(s) or~~ proposes to (i) make a new Attachment(s), (ii) relocate an existing Attachment(s), or (iii) materially change an existing Attachment, 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~~ to evaluate the structural, electrical, operational and safety requirements including ingress or egress conditions ~~required~~ to be in compliance with applicable laws, regulations, codes and ~~company policies and procedures.~~ Company Requirements.

~~4.8~~ “Identification ~~Tags~~Labels” shall mean markings, ~~labels~~tags, decals, signage or other displays that indicate ownership ~~and function of Customer's,~~ location or asset reference and functional attributes of the Facilities.

~~4.9~~ “Joint Owner” shall mean a person, firm, or corporation sharing an ownership interest in a Pole, Structure and/or related ancillary equipment with Company.

“Joint User” shall mean any other utility, excluding the Customer, which shall now or hereafter have established the right to use specific Poles and/or Structures.

“Make-Ready Work” shall mean the work to be performed by the Company, identified through the ~~Customer requested~~ Field/Office Survey, required to safely accommodate Customer's proposed actions ~~off~~for the ~~existing~~ Attachments ~~safely within Company's Structures.~~

~~4.10~~ “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 and/or Structures by Company or Other Customers, attributes related to billing, and/or financial reporting considered as a capital investment.

~~4.11~~ ~~The “PUC” shall mean the Rhode Island Public Utilities Commission.~~

“OSHA” shall mean the Occupational Safety and Health Act, 29 CFR 1910.269, as it may be amended from time to time as administered by the Occupational Safety and Health Administration within the U.S. Department of Labor.

~~4.12~~ “Other Customer” shall mean any entity, ~~other than~~excluding Customer ~~as defined herein~~and any Joint User, to whom or which the Company has ~~extended~~granted, or hereafter ~~shall extend~~grants, the ~~privilege~~right or license of attaching equipment or facilities upon Poles and/or within ~~or upon Company's Structure(s).~~ Structures.

“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 owned by Company and used for Attachments.

“PUC” shall mean the Rhode Island Public Utilities Commission.

“Qualified Electrical Worker” shall mean any worker, electrical worker, contractor or other designated individual having successfully achieved a specified minimum level of training and/or experience including, but not limited to all applicable federal, state, and local work rules and Company Requirements, including compliance with OSHA 29 CFR 1910.269 as it may be amended from time to time.

~~4.13~~ “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.

~~4.14~~ “Structure” or “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~~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~~hereby provides to Customer, revocable, nonexclusive licenses authorizing ~~Customer’s existing~~ Attachments to ~~Company’s Poles and/or within~~ Structures within the [City/Town] of [City/Town Name], for the ~~sole~~ purpose of providing street and/or area lighting as described in this Agreement. The license(s) shall :

~~(1) authorize existing and future Attachments within or upon Company’s Structures,~~ i) authorize the Customer to utilize a space, point, area or location on a Pole or within a Structure for an Attachment as designated and specified by the Company.

~~(2)~~ ii) provide definition of individual Facilities through the designation of a unique identification reference,

~~(3)~~ iii) 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 and

~~(5)~~ iv) 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 and Area Lighting Attachment License) and A-2 (~~Underground Served~~Application for Street Light and Area Lighting Attachment Licenses License Detail), respectively.

2.2 No use, however extended, of Company's Poles and Structures or the payment of any fees or charges by Customer as required by R.I.G.L. § 39-30-1, et seq. or under this Agreement shall create or vest in Customer any ownership or property rights in such Poles and 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 Pole or 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. In the event the Company and the Joint Owner no longer require the use of a Pole, and as the Customer has been notified to remove their Attachment, the Customer may request to purchase the Pole from the Company and the Company hereby agrees to sell its interest in such Pole for its unamortized balance of the original installation cost.~~

2.4 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Company with respect to its obligation to provide electric distribution service to Attachments pursuant to Company's tariffs, or 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 and Structures covered by this Agreement. The rights of the 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)~~Joint Owner(s), Joint User(s) or Other Customers of Poles and/or Structures. 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.

2.5 The Company shall assign to Customer the non-exclusive right, in common with the Company and others entitled thereto, to maintain and operate the Facilities purchased from the Company pursuant to R.I.G.L. § 39-30-1, et seq. under any existing easement, license, grant of location or other agreement associated with such Facilities, to the extent assignable and allowed by such easements, licenses, grants of location or other agreements without any warranties or representations whatsoever. Customer is solely responsible to ~~obtain~~verify and confirm that it has the necessary rights pursuant to the assignment in this Section, and to obtain from the necessary parties the necessary and appropriate attachment rights ~~or consents required from the necessary parties, other than the Company, in connection with the Attachments.~~

including, without limitation, obtaining rights from the owners or Joint Owners of the applicable Poles, Structures or other assets to which the Attachments are or will be attached.

~~2.5~~2.6 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~~that is not a functional part of any Attachment authorized by Company under the terms of this Agreement. Any request made by the Customer to the Company for rights to attach facilities or equipment other than the Facilities or proposed Attachments shall be authorized by Company under the terms of a separate 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.~~

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

### **3.0 FEES AND CHARGES ATTACHMENT REQUIREMENTS**

~~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.

#### **3.1 Specifications**

3.1.1 All Attachments and all related operation and maintenance functions performed by the Customer or its contractor(s) or agents(s) shall comply with this Agreement and the requirements under Article 7.0.

3.1.2 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. Should Company elect, in its sole discretion, to accommodate such Non-Compliant Facilities, a separate agreement shall be executed and such agreement shall be subject to applicable regulatory consent or approval prior to application.

3.1.3 In the event the Company, in its sole reasonable judgment, determines that an Attachment does not comply with the provisions of this Agreement and that the existing physical and/or operational conditions of such Attachment is an emergency, threatens the safety of persons or property of third parties or the Company, and/or interferes with the Electric Distribution System or performance of Company's or others' service obligations, within fifteen (15) days following written notification by the Company as required under Article 15.0. Customer shall, at its sole cost and expense, remedy the condition which may include, but not be limited to, the relocation, reorientation, transfer or de-energizing of the Attachment as deemed acceptable by the Company, and, upon completion, provide written notification to the Company specifying the remedy action taken.

3.1.4 Company may, upon fifteen (15) days written notice to Customer and the unsuccessful implementation of other remedies or the continued operation of the Attachment, as stated in Article 15.0, revoke the License and proceed to exercise its Removal Rights in accordance with Article 17.0. In such case, the Company may take timely action to remove the Attachment(s) or perform such other work as determined necessary or advisable in the sole discretion of the Company to alleviate the non-conformance or emergency condition(s). All work performed by the Company shall be at the cost and expense of the Customer and without any liability incurred by the Company to Customer for loss of service and/or damage or injury to Attachments without prior notice, written or otherwise to Customer.

3.1.5 Customer acknowledges that the unmetered service provided to Facilities under appropriate tariffs is only applicable to municipal customers and therefore, only permits Facilities within an underground residential distribution (URD) area, as designated by the Company, to be placed on a Customer's bill account as opposed to the Facilities placed on a bill account in the name of a developer, association or other third party.

## **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.~~

### 3.2 Electrical System Ownership, Separation and Disconnection

~~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~~  
3.2.1 The Company owns the Electric Distribution System including the Connection Point and the Customer shall own the street and area lighting equipment from the Connection Point to the applicable luminaire. To the extent there is any uncertainty ~~or~~ conflict or unique circumstance with respect to ownership or the Connection Point, the Company shall, in its sole discretion, determine the applicable ownership demarcation point with respect to ~~Customer's Facilities and electric distribution system~~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.~~  
3.2.2 Customer shall install within Attachment circuitry a Company approved physical disconnect device to function as a means of electrical separation between Company's and Customer's electrical systems. An "in-line fuse" assembly or other form of disconnect device may also provide a level of electrical system protection. The disconnect device shall be located as close in proximity to the energizing source or Connection Point as feasibly practical and be readily accessible to both Company and Customer. The disconnect device shall, at a minimum, create separation of the Customer's energized conductor, however, the Company recommends a dual pole disconnect device to create separation of the Customer's energized circuit. The installation of these disconnect devices by the Customer shall occur during each application of circuit maintenance, circuit or other Material Change and/or prior to each

Company connection or reconnection. All existing Attachments shall be so equipped within ten (10) years following execution of this Agreement.

~~5.6~~3.2.3 Joint use of Duct by Customer for new Facilities shall not be permitted. Such ~~Facilities~~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~~3.2.4 The installation of ~~equipment,~~Facilities such as splice boxes and coiled cables ~~in~~within Structures is discouraged but may be ~~allowed if specifically authorized in the Underground Served Street Light Attachment License.~~permitted provided that the Customer obtains written specific authorization from the Company and such Facilities are compliant with Article 5.0. Where splice boxes are allowed by the Company, cable slack shall be installed by the Customer to allow the ~~splice box~~Facility to be lifted clear of the Structure to allow for Company or other facility 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).~~

### 3.3 Facility Labels

3.3.1 Customer shall remove, or otherwise permanently cover or mask all existing labeling designations of Company ownership found on any Facilities, and shall place, or request to be placed by Company as Make-Ready Work, ownership Identification Labels as set forth under APPENDIX II, Form E (Identification of Ownership Labels) on Facilities. This ownership labeling shall include, but not be limited to, cables located within or in close proximity to Structures and Customer handholes containing circuit disconnect devices. Attachments that exist upon Poles and/or within Structures as of the date of this Agreement are to have ownership Identification Labels installed at such time when maintenance, repair, replacement, relocation or a Material Change of such Attachment is performed but not to exceed a period of ten (10) years.

~~5.10~~3.3.2 For the identification of the type of light source and associated wattage, or lumen output, 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, 3.3.3~~ Customer shall utilize and ~~maintain~~preserve 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 may choose to use the pre-existing Company location numbering system. At the end of each calendar quarter, 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~~its 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~~

### 4.0 ATTACHMENT LICENSE PROCESS

#### 4.1 License Application

4.1.1 The Customer shall provide Company a written notification of all proposed actions including, but not limited to, installation, replacement, reorientation, relocation, Material Changes or removal associated with the proposed or existing Attachment(s) utilizing the forms in APPENDIX II, Forms A-1 (Application for Street and Area Lighting Attachment License) and A-2 (Application for Street and Area Lighting Attachment License Detail). The Company shall perform an assessment and provide a response to the application based upon the proposed action(s), description and engineering/construction detail provided.

~~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~~4.1.2 Proposed new underground sourced

~~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 of the Facilities, within or upon Structures will not be authorized. Only applications for electrical connection(s) associated with new or Materially Changed Facilities external of underground Structures will be considered. Authorized Attachments will comply with designated 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. Electric Distribution System.~~

4.1.3 The Company will make commercially reasonable efforts to accommodate Customer's request for a Street and Area Lighting Attachment License. However, Company may, in its sole discretion, refuse to grant a Street and Area Lighting Attachment License or refuse authorization for the relocation, reconfiguration, Material Change or replacement of existing Attachments when Company reasonably determines that conditions including, but not limited to, the following exist:

- (i) The proposed Attachment threatens the safe operation of the Electric Distribution System.
- (ii) Pole or Structure may not be replaced by the Company to accommodate Customer's proposed Attachment.
- (iii) The existing Facilities on the Pole or within the Structure may not be rearranged to accommodate the proposed Attachment changes, or
- (iv) The proposed Attachments will negatively impact other customer services provided by Company.

The list of above-mentioned conditions is not an exhaustive list and other conditions may exist that would require Company to refuse to grant a license.

## 4.2 Field/Office Survey

~~8.2 A Field Survey is required for~~4.2.1 ~~For~~ For each Pole and/or Structure upon or within ~~or upon~~ which the Customer ~~proposes an~~requests a new Attachment ~~having a new requiring an~~ electrical connection or, the reconfiguration, relocation, 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~~an existing Attachment, the Company will determine if a Field/Office Survey is required. The Field/Office Survey shall identify the required work, if any, that is necessary to facilitate the electrical connection and determine whether or not the Pole or Structure is adequate to accommodate the requested Attachment. The Company shall provide the Customer with a Field/Office Survey cost estimate representing all anticipated costs. Company shall perform the Field/Office 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 4.0-6.0~~

4.2.2 A Field/Office Survey may not be required if Customer proposes a new, in-kind replacement of an existing Facility having the same physical and operational characteristics and is to be installed in the same location and orientation as the existing Facility.

4.2.3 Company shall specify the space, point, area or location to be utilized by the Customer for an Attachment on a Pole or within a Structure including the point of entry for the circuitry of the Attachment to reach the Connection Point.

4.2.4 A Field/Office Survey will identify existing Facilities within underground Structure(s) which may be required to be removed from within a Structure(s) and relocated external of the Structure(s) as a result of the proposed Attachment.

### 4.3 Make-Ready

~~8.34.3.1~~ In the event ~~Company determines that a Structure in which Customer has existing Attachment(s)~~ that a Pole or Structure is determined from the Field/Office Survey to be physically inadequate or otherwise requires the reconfiguration of the existing ~~Facilities therein to accommodate electric distribution system changes~~ equipment of the Electric Distribution System or other attachment facilities, 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~~ forward such completed authorization form to the Customer.

~~8.4~~ Any 4.3.2 The required Make-Ready Work will be scheduled and performed following receipt by Company of the ~~completed~~ executed Authorization for Make-Ready Work (APPENDIX II, Form B-2) and Customer's advance payment in the estimated amount specified by the Company. Customer shall pay Company for all Make-Ready Work in accordance with ~~the provisions of Article 4.0, and 6.0.~~ Customer shall also reimburse the

owner(s) of other ~~facilities attached within or upon said Structures~~ facility attachment(s) upon the Pole or within the Structure for any expense incurred by such owner(s) ~~of other facilities in transferring or rearranging such facilities~~ associated with the transfer or rearrangement of the attachments of such owners in order to accommodate the installation, reconfiguration or removal of ~~Customer's Attachments.~~ the Attachment(s). Upon completion of the Make-Ready Work, Customer shall not be entitled to reimbursement of any amounts paid to Company for Pole and/or Structure replacements ~~or,~~ capacity upgrades, or for the reconfiguration or rearrangement of ~~Attachments in Company's~~ other attachment(s) upon Poles or within Structures by reason of the use by Company or other authorized user(s) of any additional space or structural capacity resulting from such replacement, reconfiguration 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.~~

~~8.54.3.3~~ If Company, ~~for its own service requirements, or Joint Owner~~ 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~~ be responsible to perform and incur all costs to either (i) reconfigure its Attachment(s) in the Structure(s) as determined by the Company, or (ii) transfer its Attachment(s) to a designated Customer ~~Structure~~ 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.

4.3.4 Company shall use commercially reasonable efforts to perform all Make-Ready Work to accommodate Customer's proposed Attachments as a part of its normal, scheduled workload.

~~8.64.3.5~~ When reconfiguration, transfer or removal of ~~Customer's Facilities~~ Attachments is required to facilitate ~~Attachments~~ attachments of Other Customers or third parties upon Poles or 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.~~

#### 4.4 Issuance of License



4.4.1 Company shall authorize the applicable Street and Area Lighting 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.

4.4.2 Prior to the placement, relocation, or Material Change by Customer of any Attachment upon any Pole or within a Structure, Customer shall make application for and have received a license from Company in the form of APPENDIX II, Forms A-1 (Application for Street and Area Lighting Attachment License) and A-2 (Application for Street and Area Lighting Attachment License Detail).

4.4.3 For the Company to provide the Attachment license(s) and to maintain quality assurance of associated billing records, Customer shall issue to Company within fifteen (15) days following the beginning of each calendar year a complete and detailed listing of all Facilities in-service as of December 31<sup>st</sup> of the preceding calendar year. The minimum detail to be provided shall meet the requirements designated for the Application for Street and Area Lighting Attachment License and Application for Street and Area Lighting Attachment License Detail (as defined in APPENDIX II, Forms A-1, A-2).

4.4.4 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 tariffs and/or statutes.

## ~~9.0~~ CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

### 5.0 ATTACHMENT OPERATIONS

#### 5.1 General

~~9.15.1.1~~ Customer shall, at its own expense and in accordance with the terms and conditions set forth ~~within~~ in this Agreement, construct and maintain its Attachments upon Poles and/or within ~~or upon Company's~~ Structures ~~in a safe condition~~ safely, in compliance with this Agreement and in a manner that does not:— (i) interfere with Company's operation of its ~~electric distribution system~~; Electric Distribution System; (ii) conflict with the use of ~~Company's Poles and/or~~ Structures by Company or by any authorized user of ~~Company's Poles and/or~~ Structures, ~~nor~~; or (iii) electrically interfere with any of the Company's facilities attached ~~thereon or~~ 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~~ 5.1.2 Unless otherwise stated herein, Customer shall provide specific written authorization for Company to

perform construction, maintenance, repairs, reconfiguration, relocation, connection/disconnection or removal of ~~its~~ Customer's Attachments upon Poles or within ~~or upon Company's~~ Structures as may appropriately apply, in accordance with Articles 3.0, 4.0 and ~~8-05.0~~ of this Agreement.

5.1.3 All Attachment work performed upon Poles or within Structures by the Customer and its contractors or agents shall be performed by a Qualified Electrical Worker. Customer is required to execute the Acknowledgement For The Use of Qualified Electrical Worker (as set forth in APPENDIX II, Form G) to affirm that any person(s) under contract with and/or the direction of the Customer and performing the installation, maintenance, and/or removal of Attachments upon Poles or within Structures is/are qualified to perform such work in accordance with the requirements of OSHA and Articles 3.0, 4.0, 5.0 and 7.0 of this Agreement and ensuring completion and documentation of any required training, except where such work is performed by Company.

5.1.4 In the event the Customer cannot confirm that its employee, contractor and/or agent performing work on its behalf is a Qualified Electrical Worker in accordance with this Article, the Customer is required to comply with appropriate electrical clearance distances and only perform work on the Attachments in a de-energized condition. If a disconnect device is not installed, the Customer is to schedule a disconnect service request with the Company prior to performing any Attachment work. Following the completion of the work, the Customer is to schedule a connection service request with the Company to re-energize the Attachment.

5.1.5 Customer and its employees, contractors, agents or any persons acting on Customer's behalf 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 Structures, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears unless such access or ingress is under the direct supervision of the Company.

5.1.6 The Customer and its employees, contractors, agents or any persons acting on Customer's behalf shall comply with all applicable requirements (legal and otherwise) as stated under Article 7.0 when accessing any overhead infrastructure of the Electric Distribution System. If the Customer needs access or ingress to any of the Company's underground or overhead infrastructure of the Electric Distribution System, for inspection and maintenance functions, the Customer shall make advance written request to the Company. The Company shall provide required support, and/or perform the necessary work 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 costs and expenses for the work performed by the Company associated with each Attachment consistent

with and inclusive of the charges or fees as set forth in this Agreement and/or as defined in the applicable tariffs.

5.1.7 Any materials removed, or caused to be removed, as part of or 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 sole cost and expense.

~~9.45.1.8~~ Customer and its employees, contractors, agents or any persons acting on Customer's behalf 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 Electric Distribution System or any other facilities of 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~~ Electric Distribution System or other ~~assets~~ facilities 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~~ 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.~~

5.1.9 All tree trimming necessary to accommodate 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. All tree trimming made necessary to accommodate 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 Electric Distribution System or transmission system as designated by Company and/or other governing authorities.

## 5.2 Maintenance

5.2.1 Customer shall be responsible for its own underground cable locating and for any participation in the appropriate "call before you dig" association responsible for providing one-call notifications within the Customer's operating service area. This 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 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.

5.2.2 Customer shall participate, at its sole expense, in any forum, group or organization and utilize any designated common information management system established to facilitate communications, priority, schedule and any other functions necessary to manage, locate or identify the attachment facilities and actions of all customers and other facility owner(s) which are in conjunction with or may have an impact upon an Attachment. This includes, but is not limited to, the coordination of transferring Facilities when Poles have been replaced requiring Company or Joint Owners, Customer, Joint Users and Other Customers to relocate their attachments. At the time of this Agreement, the system in use is Pole Lifecycle Management, a product provided by InQuest Technologies.

~~9-6~~5.2.3Customer 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 that the Customer provides ~~sufficient~~reasonable 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~~ person(s), property ~~and of third parties or of the Company~~ and/or the integrity or reliability of ~~Company's electrical distribution system~~ 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.~~

### 5.3 Removal from Joint-Use Infrastructure

~~9.9 — Customer acknowledges and agrees that some of the Facilities~~ 5.3.1  
For the Facilities acquired by the Customer pursuant to R.I.G.L. § 39-30-1, et seq. that are an integrated part of the Electric Distribution System ("Coexisting Facilities"), such Facilities shall be physically separated from the Electric Distribution System equipment, except for those attachment applications compliant with established codes, standards, policies and procedures. Coexisting Facilities are currently installed or otherwise coexist, in whole or in part, on or within ~~Company's~~ conduit, ducts, vaults, or other ~~Company facilities, assets or infrastructure~~ Structures ("Joint-Use Structures"), ~~that, As~~ such Coexisting Facilities shall will not be separated from the Joint Use Structures prior to the closing date of the ~~applicable~~ Agreement of Sale, and that following between the parties hereto. Following the closing date, the Coexisting Facilities and/or the Joint Use Structures may, from time to time, require change or replacement at which time the Customer shall physically separate the Facility(ies) from the Electric Distribution System.

5.3.2 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~~ equipment, 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's written 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's 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.

5.3.3 In the course of daily operation or maintenance, should an existing underground Facility require relocation or other Material Change, the Facility is to be relocated outside the Structure and the existing license is to be modified or terminated. The Customer is responsible for the construction of the proposed relocated Facility and the removal of existing Facility outside of the Structure where applicable. For Attachments within Structures or co-existing within a singular common Structure which is also utilized by the Electric Distribution System, the provisions of Articles 3.0, 4.0 and 17.0 shall apply to all work proposed or planned and may be performed by Company at Customer's expense.

## ~~10.0~~ INSPECTIONS OF CUSTOMER'S ATTACHMENTS

### 5.4 Inspection of Attachments

~~10.15.4.1~~ 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.

~~10.25.4.2~~ 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's expense~~, if the inspection performed pursuant to Section ~~10.15.4.1~~ supra reveals any of the following:

- ~~(a) Attachments for which no~~ No license has been issued by Company for the Attachment pursuant to Article ~~7.04.0~~ supra,
- ~~(b)i~~ Discrepancy in type, style or size of installed ~~street light luminaire and or lamp~~ Attachment as compared with Company's records, or
- ~~(c) Attachments that have been installed in violation of Article 5.0 supra.iii)~~ Any situation creating a safety-related emergency or any condition that prevents safe access to any facilities installed upon Pole(s) and/or within Structures.

~~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.~~

~~10.35.4.3~~ 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~~the charge or any ~~unlicensed~~unauthorized use by Customer shall be deemed as a ratification or the ~~licensing~~authorization of the ~~unlicensed~~unauthorized use; ~~and if~~ if any license should subsequently be issued, ~~said~~the license shall not operate retroactively or constitute a waiver by Company of any of its rights or privileges under this Agreement or otherwise.

## 6.0 FEES, CHARGES AND PAYMENTS

6.1 Customer shall pay to Company the fees and charges in conjunction with each requested Attachment license(s), as calculated in accordance with appropriate federal and/or state rules and regulations, as specified in applicable tariffs, or in accordance with the terms and conditions of APPENDIX I, attached hereto and incorporated herein by reference to Articles 3.0, 4.0, and 5.0 and APPENDIX II, Forms B-1 and B-2.

6.2 Nonpayment by the Customer of any work the Customer authorized and performed by Company for the Customer and the corresponding amount due under this Agreement shall constitute a default of this Agreement, and Company may exercise all of its rights and remedies under this Agreement including, but not limited to, termination under Article 16.0.

6.3 Company may change the amount of fees and charges specified in APPENDIX I, Schedule of Fees and Charges by giving Customer no fewer than sixty (60) days written notice prior to the date the change becomes effective or as otherwise approved and made effective by the PUC. 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 are 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 termination of the Agreement, the Customer shall be responsible for the removal of all Attachments unless otherwise specified in accordance with and to the extent authorized by Article 16.0.

6.4 The Company's performance of the required Field/Office Survey, as authorized by the Customer in compliance with Section 4.2, is contingent on the Customer making advance payment to Company in the amount specified by Company. Such specified amount shall be an estimate sufficient to cover Company's fully loaded costs to perform and complete the required Field/Office Survey. The estimated amount shall include the standard Field/Office Survey charge as found in APPENDIX I, Schedule of Fees and Charges and any other required ancillary service

costs incurred in the performance of the Field/Office Survey. The estimated ancillary service costs shall include, but not be limited to, applicable permits, work zone and police detail protection and other safety and environmental functions which shall be required to perform the Field/Office Survey at a specific location. Upon completion of the Field/Office Survey by Company, no adjustment of the Field/Office Survey costs paid by Customer shall be made to reflect Company's actual costs to perform the Field/Office 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/Office 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/Office Survey. Company reserves the right to change such standard Field/Office Survey charge assessed to Customer and all Other Customers from time to time and to provide written notice as stated in Section 6.3.

6.5 The Company's performance of the specified Make-Ready Work as authorized by the Customer in compliance with Section 4.3 is contingent upon the Customer making advance payment to Company in the amount specified by Company. Such specified amount shall be an estimate sufficient to cover Company's fully loaded costs 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 amount 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.

6.6 The Customer shall pay the Lighting Service Charge for each occurrence per location that the Customer requests the Company perform electrical service related connections/disconnections or other work unrelated to the operation or maintenance of the Electric Distribution System. Should the Customer's requested service result in required work on the Electric Distribution System, the Lighting Service Charge for that occurrence shall be waived. The Lighting Service Charge shall be at the rate as specified in the applicable Tariff as adjusted from time to time and as further referenced in APPENDIX I, Schedule of Fees and Charges.

## **7.0 LEGAL REQUIREMENTS, REGULATIONS, CODES AND STANDARDS**

7.1 The parties hereto, all Attachments (whether existing or new Facilities) and any and all work associated with the Attachments and this Agreement shall comply with all applicable federal, state and local laws, regulations, rules, codes, Company tariffs and Company Requirements, as such may be amended from time to time.

7.2 Attachments shall be located, oriented, operated and maintained 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 OSHA and any governing authority having jurisdiction over the subject matter of this Agreement, as each may be amended from time to time.

7.3 Clearances between communications, Electric Distribution System and street lighting cables/conductors 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.

7.4 All lighting or illumination sources (i.e. lamps) shall be compliant with the energy consumption schedules and defined hours of operation as set forth in the applicable Company tariffs.

7.5 Subject Section 2.5 herein, Customer shall be responsible for obtaining from the appropriate public and/or private authority any authorizations required to construct, operate and/or maintain its Attachment on the public and private property at the location of Poles and/or Structures for which Customer has obtained Street and Area Lighting Attachment License(s) under this Agreement before making Attachments on such public and/or private property

#### **11.08.0 UNAUTHORIZED ATTACHMENTS**

11.18.1 To the extent authorized by Article ~~18.0, if any of Customer's~~ 15.0, in the event that any unauthorized Attachments ~~for which no license is outstanding is~~ are found attached to ~~Company's Poles or~~ Structures and for which no license exists, 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, Article 6.0,~~ and require Customer to submit in writing, within fifteen (15) days after receipt of written notification from Company of the ~~unlicensed~~ unauthorized Attachment(s), an Application For ~~Underground Served Street Light Attachment License~~ Street and Area Lighting Attachment License, (Form A-1). The Customer shall notify Company that the unauthorized Attachment has been removed within the fifteen (15) days after receipt of written notification from the Company. Alternatively, Customer may ~~notify and~~ authorize Company to remove the ~~unlicensed~~ unauthorized Attachment in accordance with Article ~~9.0-15.0.~~ If such application or notification is not received by Company within the specified time period, Company shall ~~have the authority to~~ remove the ~~unlicensed~~ unauthorized Attachment(s) ~~at~~. The Customer shall be responsible for the cost and expense of ~~Customer and~~ removal of the unauthorized Attachment by the Company without any liability incurred by Company to Customer for loss of service provided by Customer or any damage or injury to Customer's ~~unlicensed~~ unauthorized Attachment(s).

11.28.2 For the purpose of determining the applicable ~~charge~~ charges, both parties shall agree ~~in good faith~~ that if an ~~unlicensed~~ unauthorized 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~~ from the list of Facilities purchased by the Customer. Any unauthorized Attachment that is identified after twelve (12) months following the execution date of this Agreement, shall require its own individual license for which the Customer shall submit an Application For Street and Area Lighting Attachment License. The fees, charges, and interest as specified in Article ~~4.0, Article 8.0, 6.0,~~ APPENDIX I and APPENDIX II, (Form B-1 and B-2) at the time the unauthorized Attachment is ~~determined~~discovered, shall be applicable thereto and due and payable forthwith whether or not Company permits Customer to continue the placement of the Attachment.

8.3 For unauthorized attachments for which the Company is unable to determine ownership following due diligence, the attachment shall be removed by the Company.

#### **12.09.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER**

~~12.19.1~~ Company reserves to itself, its successors and assigns, the right to locate and maintain its Poles and 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~~Poles or Structures, except to the extent caused by Company's negligence or to the extent otherwise required by Company's tariffs.

~~12.29.2~~ Customer shall be liable for any damages it causes to the facilities of Company and of ~~others~~Other Customers attached to ~~Company's~~Poles and/or 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~~Joint Owners, Joint Users and/or Other Customers of the occurrence of any such damage and agrees to reimburse the respective parties for all costs incurred by Company, Joint Owners, Joint Users and/or Other ~~Customer~~Customers in making repairs to their respective facilities.

~~12.39.3~~ Except to the extent caused by the negligence of any of the Company Indemnified Parties, 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, its affiliates and their respective officers, directors, employees, agents, contractors, representatives, successors (collectively, the "Company Indemnified Parties") and assign, 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~~Any work or ~~thing~~action done upon ~~or in~~ the Poles or within Structures licensed hereunder or any part thereof performed by Customer or any of its agents, contractors, servants, or employees;
- (b) ~~any~~Any use, occupation, condition, operation of ~~said~~the Poles and/or Structures or any part thereof by Customer or any of its agents, contractors, servants, or employees;
- (c) ~~any~~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~~Any accident, injury (including, but not limited to, death) or damage to any person or property occurring upon the Poles and/or ~~in said~~within 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~~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~~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 Poles or Structures by Customer or any of its agents, contractors, servants, employees, or;
- (g) ~~by~~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 and/or 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~~Poles or Structures, or otherwise.

~~12.49.4~~12.49.4 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 Poles, Structures, Facilities~~facilities~~, wires, apparatus, the use of the space upon a Pole or within a Structure or whether it is usable, 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 observations, assessments and non-destructive testing ~~or observing of~~ the Poles and/or Structures to determine whether the Poles and/or Structures are safe to utilize, support ~~or~~, access or ascend. If the Customer questions the integrity or safety of any ~~Structures~~ Pole and/or Structure or if the Pole or Structure is marked as unsafe, the Customer shall refrain from utilizing ~~or~~, accessing, ascending, or handling the Pole or Structure in any manner whatsoever and shall notify or confirm ~~said~~ such condition with Company. Should the Customer, or its contractor, agent or representative decide, in ~~it~~ his/her sole judgment, to utilize or access a Pole or Structure (including, without limitation, Poles or 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~~ Indemnified Parties as indicated herein.

~~12-59.5~~ 12-59.5 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.

~~12-69.6~~ 12-69.6 The provisions of this Article ~~12-09.0~~ shall survive the expiration or earlier termination of this Agreement or any license issued under this Agreement.

### ~~13-010.0~~ 13-010.0

### INSURANCE

~~13-1-10.1~~ 13-1-10.1 Except as provided under Section 10.9 herein, 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 ~~12-09.0~~ supra.

~~13-210.2~~ 13-210.2 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~~[10.3](#) 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~~[10.4](#) 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~~[10.5](#) 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~~[10.6](#) All insurance must be effective before Company will authorize Customer to make Attachments to any Pole and/or Structure and shall remain in force until such Attachments have been removed from all such Poles and/or Structures. Customer accepts the obligation to inform Company of changes in insurance or insurance carrier and/or policy on a prospective basis.

~~13-7~~[10.7](#) 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 ~~13.8~~10.0 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~~10.8 Customer shall require all of its contractors to carry insurance which meets the requirements specified under this Article ~~13.0~~10.0 of this Agreement, and to name Company as an additional insured.

10.9 Anything in this Article 10.0 to the contrary notwithstanding, the Customer may elect to self-insure provided that the Company consents and Customer provides written notice and evidence of self insurance to the Company.

#### ~~14.0~~11.0

#### **AUTHORIZATION NOT EXCLUSIVE**

~~14.1~~11.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to Customer. ~~Company shall have the right to with respect to attachment rights to the Company's facilities. Company may~~ grant, renew and extend rights and privileges to others that are not parties to this Agreement, whether by contract or otherwise, to ~~use any~~attach to or use space upon a Pole or within a Structure subject to this Agreement.

#### ~~15.0~~12.0

#### **ASSIGNMENT OF RIGHTS**

~~15.1~~12.1 Customer shall not assign or transfer this Agreement or any rights or 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~~12.2 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.

~~15.3-12.3~~ Pole and 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~~Attachments. 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~~attachments or any other equipment anywhere ~~within or on Attachments~~, upon ~~Company's Poles or within~~ Structures, including, without limitation, the space on Poles or 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~~13.0

#### **FAILURE TO ENFORCE**

~~16.1~~13.1 Failure of ~~Company~~either party to enforce or ~~insist upon~~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~~14.0

#### **TERM OF AGREEMENT**

~~17.1~~14.1 Unless terminated in accordance with Article ~~19.0, 16.0,~~ 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~~14.2 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~~30-41, *et seq.*

#### ~~18.0~~15.0

#### **TERMINATION OF LICENSE**

~~18.1~~15.1 Any license(s) 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~~30-41, *et seq.* to construct, operate, and/or maintain its Attachments on the public or private property at the location of the particular Pole or Structure covered by the license.

~~18.2~~15.2 Customer may at any time terminate a license for ~~specific~~any 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) or 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~~Pole(s) or 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~~Pole(s) or Structure(s) had ever been made.

~~18.3~~15.3 Company may at any time terminate a license for ~~specific~~any Attachment(s) in accordance with this Agreement 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~~Pole(s) or 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.

15.4 Terms and conditions of Articles ~~8.0~~5.0 and ~~20.0~~17.0 of this Agreement shall govern the removal of ~~Customer~~ Attachments.

## ~~19.0~~16.0

## TERMINATION OF AGREEMENT

~~19.1~~16.1 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~~ facilitiesFacilities 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~~licenses granted hereunder, or the ~~authorizations~~licenses covering the ~~Structures~~Pole(s) or Structure(s) as to which such default or noncompliance shall have occurred.

~~19.2~~16.2 If, at any time, an insurance carrier notifies Company that any policy or policies of insurance, acquired pursuant to Article ~~13.0~~10.0 *supra*, or any self insurance is or will be canceled or changed so that the requirements of Article ~~13.0~~10.0 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 or evidence of self insurance providing insurance coverage in accordance with the provisions of Article ~~13.0~~10.0 *supra*.

~~19.3~~16.3 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~~Customer (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~~Poles or Structures within six (6) months from the date of termination, unless otherwise agreed to by both parties; or



as authorized by Customer, the Company (or its agents) will remove Attachments from Poles or Structures provided, however, that Customer shall be liable for and pay all fees ~~and~~ charges and associated costs due to Company pursuant to the terms of this Agreement until ~~Customer's~~ Attachments are removed from ~~Company's~~ Poles or Structures.

## ~~20.0~~17.0

## **REMOVAL RIGHTS**

~~20.1~~17.1 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~~ an Attachment upon a Pole or within a Structure and as authorized pursuant to ~~any laws, ordinances, regulations, and regulatory rulings,~~ the requirements under Article 7.0, including but not limited to R.I.G.L. § 39-~~29-1~~ 30-1, e. 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~~17.2 Company may exercise its Removal Rights and require Customer to remove its ~~Attachments~~ Attachment(s), and Customer, at ~~its~~ the Customer's sole expense, shall remove or have removed in accordance with this Agreement its ~~Attachments~~ Attachment(s) from any ~~of Company's Structures~~ Pole(s) and/or Structure(s) within fifteen (15) days of notice. If Customer (or its contractors or agents) fails to remove ~~Customer's Attachments from Company's Structures~~ Attachment(s) from Pole(s) and/or Structure(s) within the applicable time period, Company shall have the right to remove the ~~Attachments~~ Attachment(s), at Customer's expense, and without any liability on the part of Company for damage or injury to ~~Customer's~~ Attachment(s). If Company exercises its Removal Rights to remove the ~~Attachments~~ Attachment(s), Company shall have the option to sell or otherwise dispose of the removed ~~Attachments~~ Attachment(s) to cover the expense of the removal. If the sale of the ~~Attachments~~ Attachment(s) 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 and charges pursuant to the terms of this Agreement to Company until such ~~Attachments~~ Attachment(s) are removed from ~~Company's Structures~~ Pole(s) and/or Structure(s).

~~20.4~~17.3 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~~18.0

**CHOICE OF LAW**

~~21.4~~18.1 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~~19.0

**SEVERABILITY**

~~22.4~~19.1 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.

**23.020.0**      **NOTICES**

~~23.1~~**20.1**      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~~and Area Lighting Attachment License(s), Authorization for Field/Office Survey ~~Work~~, Authorization for Make Ready Work, and Notification of Discontinuance of ~~Underground-Served~~ Street ~~Light~~or Area Lighting 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~~and Area Lighting Attachment License, Authorization for Field/Office Survey Work, Authorization for Make Ready Work, and Notification of Discontinuance of ~~Underground-Served~~ Street ~~Light~~or Area Lighting 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.

**24.021.0**

**ENTIRE AGREEMENT**

~~24.121.1~~ 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~~ FOR CUSTOMER-OWNED STREET LIGHT AND AREA LIGHTING ATTACHMENTS

(A) Attachment

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

~~(B)~~ (B) Field/Office Survey

Whenever a Field/Office 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/Office Survey is \$130.00 per Attachment and is based on Company's current estimated cost to perform and complete the Field/Office Survey. Specific to each occurrence, any actions required by the Company to remedy a Pole or 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/Office 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 Pole upon and/or Structure within which Customer's Attachments will be placed to safely accommodate Customer's Attachments, and such other changes in the existing facilities upon and/or within ~~or upon~~ such Pole and/or 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 Pole and/or Structure based on its reproduction cost less depreciation, plus cost of removal;
- (2) Transferring Company's Attachments from the old Pole and/or Structure to the new Pole and/or 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 <del>UNDERGROUND-SERVED</del> STREET LIGHT <u>AND AREA LIGHTING</u> ATTACHMENT LICENSE / <del>UNDERGROUND-SERVED</del> STREET LIGHT <u>AND AREA LIGHTING</u> ATTACHMENT LICENSE	A-1
<del>UNDERGROUND-SERVED</del> <u>APPLICATION FOR</u> STREET LIGHT <u>AND AREA LIGHTING</u> ATTACHMENT <del>DETAILS</del> <u>LICENSE DETAIL</u>	A-2
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Agreement Number: XXXX  
Application Number: \_\_\_\_\_ XXXX-XX-XXX (to be provided by Company)

Form A-1

**NARRAGANSETT ELECTRIC COMPANY**  
**d/b/a NATIONAL GRID**

**APPLICATION FOR**  
**~~UNDERGROUND SERVED STREET LIGHT~~ AND AREA LIGHTING ATTACHMENT**  
**LICENSE**

\_\_\_\_\_  
~~DATE~~ \_\_\_\_\_ Date of Application: \_\_\_\_\_

\_\_\_\_\_  
~~CUSTOMER~~ \_\_\_\_\_

\_\_\_\_\_  
~~Street Address~~ \_\_\_\_\_

\_\_\_\_\_  
~~City, State, Zip Code~~ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ Customer Name:  
\_\_\_\_\_

In accordance with the terms and conditions of the ~~Underground Served Street Light Attachment License~~ Agreement for Customer-Owned Street and Area Lighting Attachment between ~~us~~ Customer and Company, dated \_\_\_\_\_, application is hereby made for ~~a~~ license(s) to make \_\_\_\_\_ ~~as~~ (quantity) Attachments to Joint-Owned or Sole-Owned Poles or Underground Structures as indicated on the attached Form A-2.

\_\_\_\_\_  
~~CUSTOMER~~ \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_

**~~UNDERGROUND SERVED STREET LIGHT~~ AND AREA LIGHTING ATTACHMENT**  
**LICENSE**

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

\_\_\_\_\_  
~~DATE~~ \_\_\_\_\_ Date License Granted  
\_\_\_\_\_

\_\_\_\_\_  
~~COMPANY~~ \_\_\_\_\_  
Narragansett Electric Company d/b/a National Grid

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_



Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ ~~---~~ [Email](#)

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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.~~

applications are received.

Agreement Number: XXXX

Application Number \_\_\_\_\_ XXXX-XX-XXX (to be provided by Company)

**NARRAGANSETT ELECTRIC COMPANY**  
**d/b/a NATIONAL GRID**

**APPLICATION FOR**  
**~~UNDERGROUND SERVED STREET LIGHT~~ AND AREA LIGHTING ATTACHMENT**  
**DETAILS LICENSE DETAIL**

\_\_\_\_\_ ~~CUSTOMER~~

\_\_\_\_\_ Date of Application: \_\_\_\_\_  
Customer Name: \_\_\_\_\_

\_\_\_\_\_ Municipality \_\_\_\_\_  
Municipality where Street and Area Lighting Attachment is to be made:

\_\_\_\_\_ (Note: Provide separate sheets for each municipality \_\_\_\_\_ (Note:  
One Attachment request per Form A-2. Additional locations should be submitted on separate  
Form A-2.)

Attachment Electrical Feed Type: Overhead \_\_\_\_\_ Underground \_\_\_\_\_

Location \_\_\_\_\_ ~~Structure Type~~ Reference \_\_\_\_\_ Reference \_\_\_\_\_ Information:

Street Name \_\_\_\_\_

Pole Number \_\_\_\_\_ Pole Suffix \_\_\_\_\_

If Underground fed, location of connection point: \_\_\_\_\_

Attachment Description:

Fixture Source Type: \_\_\_\_\_ (Light Emitting Diode, High Pressure Sodium, etc.)

Nominal Wattage: \_\_\_\_\_

(Total System Wattage inclusive of the entire HID luminaire or LED device, ballast/driver, control device, color temperature and environment adjustment factor. Include manufacturer's specification and/or catalog sheet.)

Billing Information:

Bill to existing unmetered S-05 Bill Account?: If yes, enter account #: \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_ If no, a new account will be created by the Company.

Operating Schedule per Company's S-05 Tariff:

Dusk-to-Dawn \_\_\_\_\_ Continuous Operation \_\_\_\_\_

Part-Night \_\_\_\_\_ Dimming \_\_\_\_\_

Is this replacing an existing Customer-owned street or area light?: Yes \_\_\_\_\_ No \_\_\_\_\_

Note: A field survey may be required and if so, the Customer will be charged the Field/Office Survey Charge.

\_\_\_\_ (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. \_\_\_\_\_ Email

\_\_\_\_\_

Agreement Number XXXX  
 Application / ~~Request No.~~ \_\_\_\_\_ Number XXXX-XX-XXX

**Form B-1**

**NARRAGANSETT ELECTRIC COMPANY**  
**d/b/a NATIONAL GRID**

**ESTIMATE FOR FIELD/OFFICE SURVEY**

\_\_\_\_\_  
 (Customer) Name: \_\_\_\_\_

In accordance with the ~~License~~ Agreement for ~~Underground Electrical Service and Attachments to Utility Structures for~~ Customer-Owned Street and Area Lighting Attachment, dated \_\_\_\_\_, \_\_\_\_\_, the following is a summary of the charges which will apply to complete a field survey covering Application / ~~Request~~ Number \_\_\_\_\_ XXXX-XX-XXX.

	<u>Unit</u>	<u>Quantity</u>	<u>Rate / Unit</u>	<u>Total</u>
Field/ <u>Office</u> Survey	_____	x _____	\$ _____	= \$ _____
Ancillary Services	_____	x _____	\$ _____	= \$ _____
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 \_\_\_\_\_

Date \_\_\_\_\_ Narragansett Electric Company d/b/a  
National Grid

~~Company~~ \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ - Email

**AUTHORIZATION FOR FIELD SURVEY**

The required field survey covering Application / ~~Request~~ Number \_\_\_\_\_ XXXX-XX-XXX 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~~ Customer-Owned Street and Area Lighting Attachment.

\_\_\_\_\_ DATE \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ CUSTOMER \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ [Email](#)

\_\_\_\_\_

Agreement Number: XXXX  
Application / ~~Request No.:~~ \_\_\_\_\_ Number XXXX-XX-XXX

**Form B-2**

**NARRAGANSETT ELECTRIC COMPANY**  
**d/b/a NATIONAL GRID**

**MAKE-READY WORK ESTIMATE**

\_\_\_\_\_  
~~(Customer)~~ Name: \_\_\_\_\_

Field survey work associated with your Application / ~~Request~~ for Street and Area Lighting Attachment License Number \_\_\_\_\_ XXXX-XX-XXX dated \_\_\_\_\_, \_\_\_\_\_, for Attachment to Joint-Owned or Sole-Owned Poles or Underground Structures has been completed. The following is a summary of the charges which will apply to complete the required Make-Ready Work to support the Customer-requested Attachment(s).

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~~ the authorization below and return with an advance payment in the amount of \$ \_\_\_\_\_.

\_\_\_\_\_  
~~DATE~~ \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
~~COMPANY~~ \_\_\_\_\_  
Narragansett Electric Company d/b/a National Grid

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ Email \_\_\_\_\_

**AUTHORIZATION FOR MAKE-READY WORK**

The Make-Ready Work associated with Application / ~~Request~~ for Street and Area Lighting Attachment License Number \_\_\_\_\_ XXXX-XX-XXX is authorized and the costs therefore will be paid to Company in accordance with Appendix I to ~~License~~ Agreement for Customer-Owned Street and Area Lighting Attachment.

\_\_\_\_\_  
~~DATE~~ \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
~~CUSTOMER~~ \_\_\_\_\_

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Telephone No. \_\_\_\_\_ [Email](#)

\_\_\_\_\_

Agreement Number XXXX

**Form C**

Application ~~Request No.~~ \_\_\_\_\_ Number XXXX-XX-XXX

**NARRAGANSETT ELECTRIC COMPANY**  
**d/b/a NATIONAL GRID**

**ITEMIZED MAKE-READY WORK**





Agreement Number: XXXX

Form D

**NARRAGANSETT ELECTRIC COMPANY**  
**d/b/a NATIONAL GRID**

**NOTIFICATION OF DISCONTINUANCE OF**  
**UNDERGROUND SERVED STREET LIGHT OR AREA LIGHTING ATTACHMENT**

~~CUSTOMER~~ \_\_\_\_\_ Customer Name:

\_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

In accordance with the terms and conditions of the ~~License~~ Agreement for ~~Underground Served Customer-Owned~~ Street ~~Light~~ and ~~Area Lighting~~ Attachments dated \_\_\_\_\_, notice is hereby given that specific ~~Attachments to Structures Attachment to Joint-Owned or Sole-Owned Pole or Underground Structure~~, as listed below, in the municipality of \_\_\_\_\_, covered by permit number \_\_\_\_\_ ~~were~~was removed on \_\_\_\_\_.

<u>Attachment License No.</u>	<u>Location Reference Street Address</u>	<u>Pole or Structure Ref. Type Reference No.</u>	<u>Attachment Description</u>	<u>Removal Date</u>
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Total quantity of Attachments ~~to~~upon Poles and/or within Structures to be discontinued is \_\_\_\_\_.

\_\_\_\_\_ ~~DATE~~ \_\_\_\_\_ Date

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Email



**ACKNOWLEDGMENT OF DISCONTINUANCE OF**  
**UNDERGROUND SERVED STREET LIGHT AND AREA LIGHTING ATTACHMENT**

Use of ~~Structures~~Joint-Owned or Sole-Owned Pole or Underground Structure has been discontinued as above.

\_\_\_\_\_ ~~DATE~~ \_\_\_\_\_ Date

\_\_\_\_\_ ~~COMPANY~~  
Narragansett Electric Company d/b/a National Grid

By (Print Name) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ [Email](#)

\_\_\_\_\_

**Form E**

**IDENTIFICATION TAGS OF OWNERSHIP LABELS**

(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: Ownership Identification Tag**

The tag shall be ~~yellow with black lettering~~ in a form mutually agreed upon by the Parties. Customer shall be responsible for maintaining the legibility of ownership identification tags at all times.

The Ownership Identification Tag shall be placed on Customer's facilities including, but not limited to, luminaires, cables ~~guys~~, Guy Strands, terminals, terminal closures, and cabinets. The Identification Tag shall read as follows: "STREET LIGHT PROPERTY OWNED AND OPERATED BY" and clearly display ~~CUSTOMER~~ 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 Ownership Identification tags.

(D) INSTALLATION OF OWNERSHIP IDENTIFICATION TAGS—UNDERGROUND APPLICATIONS

When required by Section 5-5.3.3, Ownership Identification Tags shall be installed at the following locations:

(1) AERIAL APPLICATIONS

(a) On each luminaire, on the bottom of the luminaire so that it is visible from the ground.

(b) On cables at each pole on the bottom of the cable so that it is visible from the ground.

(c) On cable risers at each pole, on the riser conduit approximately 6' above  
**IDENTIFICATION LABELS – Continued**

ground.

(d) At anchor and guy locations.

(e) Between the device used to secure the strand (i.e., strand vise, guy grips or clamps) and the eye of the rod, or

(f) If a guy shield is in place, at the top of the guy shield on the strand.

(g) At terminal or Connection Point locations, at the neck of the terminal.

(h) At cabinets, on the front of the cabinet.

## (2) UNDERGROUND APPLICATIONS

(a) On cables at each manhole or handhole, on the top of the cable so that it is visible from outside the manhole or handhole.

(2b) At terminal or Connection Point locations.

(3c) 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 – [Luminaire](#) Field Identification ~~of High Intensity Discharge Lamps and Luminaires~~, (ANSI/NEMA C~~136.15-2009~~, [136.15](#), latest revision) or other industry standard compliant with the specific lamp or lighting source, as applicable.

**ACKNOWLEDGEMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS**

The [CITY OR TOWN] of [NAME OF CITY/TOWN] hereby acknowledges and agrees to the following:

1. Narragansett Electric Company, d/b/a National Grid (hereinafter "National Grid") expects the use of electrically-qualified personnel as required by OSHA in 29 CFR 1910.269 for all work associated with the AGREEMENT FOR ATTACHMENTS TO UTILITY POLES AND STRUCTURES FOR CUSTOMER-OWNED STREET AND AREA LIGHTING BETWEEN NARRAGANSETT ELECTRIC COMPANY D/B/A NATIONAL GRID and [CITY/TOWN] DATED [MONTH , YEAR] (hereinafter "[CITY/TOWN NAME AGREEMENT]").
2. [CITY/TOWN] hereby agrees that any work being done pursuant to [CITY/TOWN AGREEMENT] will be done by qualified electrical workers as defined by OSHA in 29 CFR 1910.269 and in accordance with all relevant laws, regulations, codes, and industry standards.
3. [CITY/TOWN] understands and agrees that any injuries to persons or property arising out of or related to this work, including without limitation as a result of a failure to comply with this ACKNOWLEDGMENT, will be the sole responsibility of [CITY/TOWN] pursuant to ARTICLE 9.0 of [CITY/TOWN AGREEMENT], except to the extent attributable to the negligence or willful misconduct of Narragansett Electric Company.

CITY/TOWN NAME

BY:

NAME (print):

TITLE (print):

DATE: \_\_\_\_\_ / \_\_\_\_ /20\_\_.