

November 12, 2013

BY HAND DELIVERY & ELECTRONIC MAIL

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

**RE: Docket 4442 - The Narragansett Electric Company d/b/a National Grid
Tariff Advice Filing for Customer-Owned Street & Area Lighting Proposal
Responses to Commission Data Requests – Set 2**

Dear Ms. Massaro:

I have enclosed National Grid's¹ responses to the Commission's Second Set of Data Requests in the above-referenced proceeding.

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

Very truly yours,



Thomas R. Teehan

Enclosures

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

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

Certificate of Service

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



Joanne M. Scanlon

November 12, 2013
Date

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

Name/Address	E-mail Distribution	Phone
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Dan Beardsley, Executive Director RI League of Cities and Towns (RILCT) One State St., Suite 502 Providence, RI 02908	dan@rileague.org	401-272-3434
	peder@rileague.org	
Jeff Broadhead, Executive Director Washington County Regional Planning Council (WCRPC) 344 Main St., Suite 202 Wakefield, RI 02879	jb@wcrpc.org	401-792-9900
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File an original & 10 copies w/: Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	Luly.massaro@puc.ri.gov	401-780-2017
	Cynthia.WilsonFrias@puc.ri.gov	
	Nicholas.ucci@puc.ri.gov	
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	Dilip.shah@puc.ri.gov	

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4442
In Re: Customer-Owned Street and Area Lighting Proposal
Responses to Commission's First Set of Data Requests
Issued November 5, 2013

Commission 2-1

Request:

Please provide the attachment to National Grid's Response to Commission 1-9.

Response:

The attachment to response Commission 1-9 is being provided as Attachment Commission 1-9(b).

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Sheet 1

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

AVAILABILITY

Street and Area Lighting Service is available under this rate to any municipal city or town, governmental entity, or other public authority, hereinafter referred to as Customer, in accordance with the qualifications and specifications set forth below. Any Customer that has purchased designated Company street and area lighting equipment pursuant to G.L. c. 164 § 34A and is receiving service and is subject to the provisions of this tariff that pertain to purchased street and area lighting equipment, shall also be referred to as Municipal Customer solely for the purpose of those specific provisions.

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1. Existing Municipal Customers under the Company's Rate S-1, S-3 Option A, S-6, or S-20, that purchase street and area lights and/or dedicated poles, standards or accessories, shall be served under this rate, provided that the Municipal Customer has complied with all provisions and terms of the rates and any related service 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 equipment, and dedicated poles, standards or accessories, the completed transfer of title to the equipment from the Company to the Municipal Customer, and the execution of a license agreement between the Municipal Customer and the Company.
2. Any Municipal Customer that has purchased street and area lighting equipment pursuant to the Company's Rate S-2, Street Lighting – Overhead – Customer Owned Equipment or Rate S-3 Option B, Street Lighting – Underground – Division of Ownership, shall be served under this rate provided that the Municipal Customer has complied with all provisions and terms of the now closed rates and any related service agreements. The Municipal Customer must have completed all planned conversions from Company-owned street lighting equipment to Customer-owned street lighting equipment and have fulfilled the term of agreement under the applicable tariff. Service under this rate for Rate S-2 or Rate S-3 Option B is contingent upon the execution of a separate service agreement and license agreement between the Municipal Customer and the Company.
3. Street and area light replacements and additions installed by a Municipal Customer pursuant to (1) or (2) above, following its purchase of street and area lights, may be made by providing written notice to the Company.
4. Customers who are not specifically designated as Municipal Customers, as defined above, may make additions of Customer-owned luminaires under this rate by providing written notice to the Company. Service to a Customer under this rate shall be contingent upon the execution of a service agreement between the Customer and the Company.

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~~Deleted: Customers transferring from the Company's Rate S-2 or S-3 Option B, tariffs may not be required to execute a purchase and sale agreement, but will be required to execute~~

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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 contract between the Company and the Customer, the Company shall have no obligation to maintain facilities and equipment owned by the Customer. The Company reserves the right to transition existing Customers previously under an applicable discontinued service to this Street and Area Lighting Service, whereby the Customer shall be compliant with all terms and conditions as set forth.

Issued:

Issued by:
Marcy L. Reed
President

Effective: May 1, 2013

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Sheet 2

MASSACHUSETTS ELECTRIC COMPANY
STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

I. STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT

RATE

The Energy Charge provides the annual energy consumption (kWh) to be used in conjunction with the hours of operation to facilitate billing for the applicable customer-owned street and area luminaire and lamp combinations below.

1. Annual kWh per Incandescent & High Intensity Discharge (HID) Luminaire:

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Annual kWh</u>
<u>Incandescent</u>	Roadway	1,000	105	438
		2,500	205	856
<u>Mercury Vapor</u>	Post Top	4,400	100	543
		8,500	175	881
	Roadway	4,400	100	543
		8,500	175	881
		13,000	250	1,282
		23,000	400	1,991
		63,000	1,000	4,572
	Floodlight	23,000	400	1,991
		63,000	1,000	4,572
	<u>High Pressure Sodium Vapor</u>	Post Top	4,000	50
6,300			100	359
Roadway		4,000	50	255
		6,300	70	359
		9,600	100	493
		16,000	150	722
		27,500	250	1,269
		50,000	400	1,962
		140,000	1,000	4,618

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MASSACHUSETTS ELECTRIC COMPANY
STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

RATE (CONTINUED)

<u>Lamp Type</u>	<u>Luminaire Type</u>	<u>Lumen Rating</u>	<u>Nominal Wattage</u>	<u>Annual kWh</u>
<u>High Pressure Sodium Vapor (Continued)</u>				
	Floodlight	27,500	250	1,269
		50,000	400	1,962
	Wallighter			
		27,500 (12 Hr.)	250	1,332
		27,500 (24 Hr.)	250	2,663
<u>Metal Halide</u>				
	Floodlight			
		32,000	400	1,883

2. Annual kWh per Solid State Lighting (SSL) Luminaire:

<u>Light Source Type</u>	<u>Nominal Wattage</u>	<u>Billable Wattage</u>	<u>Annual kWh</u>
*Light Emitting Diode (LED)	0.1 to 50.0	25	104
	50.1 to 100.0	75	313
	100.1 to 150.0	125	522
	150.1 to 200.0	175	731
	200.1 to 250.0	225	939
	250.1 to 300.0	275	1,148

* LED Nominal Wattage is inclusive of the total device wattage (LED, driver, and control).

3. Other Fees and Charges:

<u>Fee or Charge Type</u>	<u>Charge Amount</u>
Lighting Service Charge	See Terms and Conditions for Distribution Service, Appendix A.
Field Survey Charge	See License Agreement for Street and Area Lighting, Section 4.1

4. Rates for Retail Delivery Service

Customers receiving delivery service under this rate shall be charged the applicable charges contained in the Summary of Electric Service Rates Tariff as in effect from time to time.

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MASSACHUSETTS ELECTRIC COMPANY
STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

TRANSMISSION SERVICE COST ADJUSTMENT

Transmission service is available to all retail customers taking service under this rate. For those customers, the transmission charge determined under this rate shall be calculated in accordance with the Company's Transmission Service Cost Adjustment Provision.

TRANSITION COST ADJUSTMENT

The Transition Charge under this rate shall be adjusted from time to time in accordance with the Company's Transition Cost Adjustment Provision.

ENERGY EFFICIENCY CHARGE

Customers receiving Retail Delivery Service under this rate will be charged an Energy Efficiency Charge, representing a charge for energy conservation programs, in accordance with the Company's Energy Efficiency Provision.

RENEWABLES CHARGE

Customers receiving Retail Delivery Service under this rate will be charged a Renewables Charge in accordance with the Company's Renewables Provision.

BASIC SERVICE

Any Customer who does not have a supplier other than the Company will receive and pay the Company for Basic Service in accordance with the terms and price for Basic Service established by the Department of Public Utilities.

BASIC SERVICE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Basic Service Adjustment Provision.

RESIDENTIAL ASSISTANCE ADJUSTMENT PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Residential Assistance Adjustment Provision.

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President

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MASSACHUSETTS ELECTRIC COMPANY
STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

PENSION/POST-RETIREMENT BENEFITS OTHER THAN PENSION MECHANISM

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Pension/Post-retirement Benefits Other than Pension Mechanism Provision.

REVENUE DECOUPLING MECHANISM PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Revenue Decoupling Mechanism Provision.

STORM RECOVERY FACTOR PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Storm Recovery Factor Provision.

ATTORNEY GENERAL CONSULTANT EXPENSES PROVISION

The charges to all Customers receiving Retail Delivery Service under this rate shall be subject to adjustment in accordance with the Company's Attorney General Consultant Expenses Provision.

HOURS OF OPERATION

All street and area lights will be operated nightly from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of approximately 4,175 hours each year.

DETERMINATION OF MONTHLY BILL

The monthly bill will be based on the following:

1. Energy Charges

Charges per kWh will be based on the annual kWh per luminaire above and including the watts for the ballast/driver and control. The monthly kWh amount shall be determined by allocating the number of annual operating hours for street and area lights among the months as shown below. The sum of the monthly kWh for each light equals the annual kWh in this tariff. A daily kWh amount is determined from the monthly amount by dividing monthly kWh by the number of days in a month. The daily kWh amount is multiplied by the actual number of days for each calendar month during the billing period as measured from the date immediately following the prior bill to the current bill date and then multiplied by the charge per kWh.

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Monthly Operating Hours

January	442	July	267
February	367	August	301
March	363	September	338
April	309	October	392
May	280	November	418
June	251	December	447

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President

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MASSACHUSETTS ELECTRIC COMPANY

STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

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, Appendix A, and presented as adjustments on the Customer's bill.

LIABILITY AND INDEMNIFICATION

The Customer has the responsibilities and obligations associated with luminaire and support or accessory ownership and maintenance of the street and area lighting facilities served under this tariff. The Customer assumes all liability and shall indemnify the Company for all damages, claims, and liabilities associated with the ownership, maintenance, and operation or failure of operation of the street and area lighting facilities, and the Company shall have the right to require the Customer to purchase insurance or a bond naming the Company as beneficiary to assure such indemnification and assumption of liability is effective. Under no circumstance shall the Company have the obligation to maintain facilities and equipment sold to or owned by the Customer absent the execution of a separate agreement for maintenance. All facilities and equipment purchased by a Municipal Customer pursuant to G.L. c. 164 § 34A, shall be on an AS IS basis without any warranty, whether express or implied.

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FIELD SURVEY CHARGE

As specified in the license agreements executed by the Company and the Customer at the purchase and sale closing, the Company will charge a Field Survey Charge per on-site and/or office survey at the request of the Customer when the Customer intends to either make a new lighting attachment or relocate or alter an existing lighting attachment, in order to determine if the support(s) can safely accommodate the requested lighting attachment.

INVENTORY OF LIGHTS

The Customer shall be responsible for reporting to the Company the number and type of luminaires by location and applicable reference that are operating at any time. The Customer shall provide the Company with a complete listing of all luminaires served under this rate no less than thirty (30) days following any changes to this listing as those changes occur during the year. Such reporting is necessary to ensure that the Company will bill the Customer accurately for the cost of distribution, transmission, transition, demand side management, renewables, and where appropriate, Basic Service. The Company will perform random confirmation of operating lights in a municipality to ensure 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 have the right to terminate service under this tariff and require the Customer to obtain service under an applicable metered service.

TERMINATION OF MUNICIPAL OWNERSHIP

If a Municipal Customer that has purchased designated Company street and area lighting equipment pursuant to G.L. c. 164 § 34A subsequently chooses to terminate its ownership of street and area lighting equipment, the Municipal Customer must provide six months written notice of such termination. Upon termination, the Customer will accept service under the appropriate tariff and shall transfer to the Company the ownership of all street and area lights and

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Marcy L. Reed
President

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Sheet 7

MASSACHUSETTS ELECTRIC COMPANY
STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-5
RETAIL DELIVERY SERVICE

poles, standards or accessories previously owned by the Municipal Customer at the time of termination at no cost to the Company, and the Company shall operate and maintain the street and area lighting equipment as part of its street and area lighting system under the appropriate Company-Owned street and area lighting tariff accepted by the Municipal Customer in effect at the time. In the event that the street and area lights and poles, standards or accessories do not conform to the Company's standards, the Municipal Customer shall remove the Municipal Customer's street and area lights from Company-owned poles and discontinue service for street and area lights on Municipal Customer-owned poles or standards.

FARM DISCOUNT

Customers who meet the eligibility requirements for being engaged in the business of agriculture or farming as defined in M.G.L. Chapter 128 Section 1a at their service location are eligible for an additional discount from their distribution service rates. The discount will be calculated as 10% of the Customer's total bill for service provided by the Company before application of this discount. Customers who meet the requirements of this section must provide the Company with appropriate documentation of their eligibility under this provision.

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.

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Marcy L. Reed
President

Effective: May 1, 2013

Commission 2-2

Request:

Please provide a marked up version of the proposed Rhode Island closing documents to show differences between it and the Massachusetts versions.

Response:

The marked up version of the proposed Rhode Island closing documents showing the differences to the Massachusetts versions are being provided as the following attachments:

- Attachment 1 (Agreement of Sale)
- Attachment 2 (Overhead License Agreement)
- Attachment 3 (Underground License Agreement)

Due to the voluminous nature of these documents, the Company is providing the attachments on CD-ROM.

ATTACHMENT 1

AGREEMENT OF SALE

AGREEMENT OF SALE

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

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

WHEREAS, the Buyer has exercised its rights under section ~~34A,39-29-1~~ et seq. of Chapter ~~16429~~ of the ~~Massachusetts~~Rhode Island General Laws (“Section ~~34A,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

WHEREAS, the Seller, pursuant to Section ~~34A,39~~, has agreed to transfer the Facilities to the Buyer, subject to the terms and conditions of this Agreement; and

WHEREAS, such sale shall be made on an “as is, where is” basis and pursuant to the ~~Massachusetts~~Narragansett Electric Company, Street and Area Lighting – Customer Owned Equipment S-~~5,05~~, Retail Delivery Service Tariff (“S-~~505~~ Tariff”), approved by the ~~MDPU~~Commission.

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-~~505~~ Tariff and Section ~~34A,39~~, on an “as is, where is” basis.

2. Upon Closing (as defined below), the Seller will convey to the Buyer all of its rights, title and interests in such Facilities; 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-[505](#) Tariff.

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

II. PURCHASE PRICE

1. The Buyer shall pay to Seller at Closing a total consideration of \$Purchase Price ("Purchase Price") for the Facilities. The Parties acknowledge that the Purchase Price is mutually agreed and is legal and sufficient consideration for the Facilities pursuant to Section ~~34A~~[39](#).

2. The Buyer shall be solely responsible for the payment of all taxes on or relating to the Facilities, if any, following the Closing Date and thereafter. The Seller shall pay all taxes on the Facilities up to and including the Closing Date. Notwithstanding the designation of a Party as the owner of record of the Facilities for tax purposes, unless

the tax liability on the Facilities is abated in its entirety as of the Closing Date, the tax liability shall be apportioned between Buyer and Seller in proportion to the number of days during such tax year within which Buyer and Seller, respectively, owned the Facilities. If the amount of the tax liability is not known or cannot be determined reliably at the time of the Closing, the tax liability shall be apportioned on the basis of the tax assessed for the most recent tax year for which such an apportionment or determination can be made, with a reapportionment to be performed as soon as the new tax rate and valuation can be ascertained.

III. CLOSING, TITLE AND DISCLAIMER OF WARRANTIES

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

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

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

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

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

(b) THERE ARE NO PROMISES, 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.

IV. TRANSFER, OPERATION AND MAINTENANCE OF THE FACILITIES

1. **REMOVAL OF COMPANY DESIGNATION:** Buyer shall remove or permanently cover up, in a reasonable manner and within a reasonable time, the designation "~~Massachusetts~~[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.

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~~[Date](#).

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

5. **THIRD PARTY LIGHTING:** Lighting facilities (including, without limitation poles, standards, arms, brackets, wires, cable, conductor, conduit, foundations and luminaires) owned by Seller and used to provide regulated lighting services to independent third party customers (each, a "Third Party Lighting Asset" or collectively, the "Third Party Lighting Assets") shall not be included in the Facilities that are being transferred to the Buyer through this Agreement. The transfer of Facilities shall exclude facilities upon which Third Party Lighting Assets are attached, physically and/or electrically ("Third Party Lighting Facility(ies)"); provided, however, the Seller shall transfer the requested luminaires and associated brackets or arms to the Buyer on these facilities upon which Third Party Lighting Assets are attached. The Seller shall retain ownership of all existing Third Party Lighting Facilities. The Buyer understands that the Seller shall continue to provide the regulated lighting services to independent customers in the City/Town Name after the Closing [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 ("Coexisting Facilities") are currently installed or otherwise coexist, in whole or in part, on or within Seller's conduit, vaults, or other Seller facilities, assets or infrastructure ("Joint-Use Structures"), that such Coexisting Facilities shall not be separated from the Joint Use Structures prior to Closing, and that, following Closing, the Coexisting Facilities and/or the Joint Use Structures may, from time to time, require modification or replacement. If Seller elects, in its sole discretion, to significantly modify or replace any Joint Use Structure, including, without limitation, making significant repairs or upgrades to such Joint Use Structure or associated Seller assets, or if Buyer determines that the Coexisting Facilities require significant repair, modification or replacement, or as otherwise provided in the License Agreements, it shall be the sole responsibility of the Buyer to relocate the Buyer's Coexisting Facilities associated with such Joint Use Structure (at Buyer's expense and in compliance with all-applicable laws, rules, regulations codes and standards (each, a "Relocation")) as if such Coexisting Facilities were new facilities. For each such Relocation and subject to this Agreement,

Buyer shall relocate the applicable Coexisting Facilities in a manner that is completely separate from the Joint Use Structure or any other Seller assets and Buyer shall be solely responsible for implementing and paying for any associated work and materials, including, without limitation, new conduit, cable and handholes.

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

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

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

11. NEW LIGHTING FACILITIES:

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

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

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

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

V. LIABILITY

From and after the Closing Date, the Seller, its affiliates, and their respective officers, directors, employees, and agents, shall not be liable to Buyer or its officers, officials, employees, representatives or contractors for direct, indirect, consequential, punitive, special, exemplary, or any other damages under any theory of law that is now or may in the future be in effect, including without limitation, contract, tort, ~~MR.I.G.L. c. 93A~~ § 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.

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

VI. INDEMNIFICATION

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

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

VI. INSURANCE

In accordance with the License Agreements, the Buyer shall, at its sole cost and expense, obtain and keep in force comprehensive general liability insurance in terms and amounts commercially reasonable (but ~~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 Commonwealth of Massachusetts~~ the State of Rhode Island without regard to the conflicts of law principles contained therein.

VIII. PRIOR AGREEMENTS

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

X. ASSIGNMENT, MODIFICATION

This Agreement and the rights and obligations set forth herein shall not be assigned by either Party without the written agreement of both Parties. This Agreement

may not be amended or modified except in a writing signed by both Parties, and shall inure to and be binding upon the Parties and their respective successors and assigns.

XI. SEVERABILITY

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

XII. SURVIVAL

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

XIII. NOTICE

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

Buyer:

City/Town Name

Street Address

City/Town, State Zip Code

Attention: _____

Seller:

~~Massachusetts~~ The Narragansett Electric ~~Co.~~ Company d/b/a National Grid

40 Sylvan Avenue

Waltham, MA 02451

Attention: Outdoor Lighting & Attachments

XIV. APPLICABLE STATUTE AND TARIFF

The Parties understand and agree that this Agreement is made pursuant to Section ~~34A~~39 and shall be subject to the terms of the S-~~505~~505 Tariff. To the extent there is any conflict between this Agreement and the S-~~505~~505 Tariff, the S-~~505~~505 Tariff shall govern.

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

~~MASSACHUSETTS ELECTRIC COMPANY~~

[The Narragansett Electric Company](#)

By: _____

Name: Susan Fleck

Title: Vice President

Standards, Codes & Policies

CITY/TOWN NAME

By: _____

Name: Authorized Signer

Title: Title

EXHIBIT A
DESCRIPTION OF STREET AND AREA LIGHTING FACILITIES

EXHIBIT B

BILL OF SALE

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

[Description of Facilities –Exhibit A]

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

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

IN WITNESS WHEREOF, ~~MASSACHUSETTS~~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.

ELECTRIC COMPANY

~~MASSACHUSETTS~~THE NARRAGANSETT

By: _____

Name: Susan Fleck

Title: Vice President-Standards, Policies & Codes

Accepted as to the Terms and Conditions contained herein,

CITY/TOWN NAME

By: _____

Name: Authorized Signer

Title: Title

EXHIBIT C

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

EXHIBIT D

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

ATTACHMENT 2

OVERHEAD LICENSE AGREEMENT



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

BETWEEN

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

AND

City/Town Name, ~~Massachusetts~~Rhode Island
(~~LICENSEE~~)CUSTOMER)

DATED: Month __, 2013

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THIS AGREEMENT ("Agreement"), is made this [] day of [] Month, 2013, by and between ~~Massachusetts~~The Narragansett Electric Company, a corporation organized and existing under the laws of ~~Massachusetts~~Rhode Island, having its principal office at ~~40 Sylvan Road, Waltham, Massachusetts 02451~~280 Melrose Street, Providence, Rhode Island, 02907 (hereinafter referred to as the "~~Licensor~~Company"), and the [] City/Town Name, a municipal corporation organized and existing under the laws of ~~Massachusetts~~Rhode Island, having its principal office at [] Street Address, City/Town, ~~Massachusetts~~Rhode Island, [] Zip Code (hereinafter referred to as the "~~Licensee~~Customer").

WITNESSETH

WHEREAS, ~~Licensee~~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 ~~Licensee~~Customer's municipality; and

WHEREAS, ~~Licensee~~Customer has purchased street and area lighting Facilities attached to ~~Licensor~~Company's Poles pursuant to ~~MGL c. 164, § 34A~~R.I.G.L. §39-29-1 et seq., and the rulings of the ~~MDPU (formerly MDTE) interpreting said provision~~Rhode Island Public Utilities Commission (the "PUC") and desires to retain and/or make Attachments on the Poles of ~~Licensor~~Company, which Poles are either Jointly Owned or solely owned by ~~Licensor~~Company; and

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

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

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

1.0 DEFINITIONS

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

1.1 "Agreement of Sale" shall mean the agreement pursuant to which [LicensorCompany](#) sold and [LicenseeCustomer](#) purchased the Facilities subject to this Agreement.

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

1.3 "Connection Point" shall have the meaning ascribed to it in the Agreement of Sale, as further defined herein and as the Parties understand such to be where the street light Facility is energized from the electric distribution system or similarly referenced as the point of ownership demarcation. The [LicensorCompany](#) 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 [LicensorCompany](#), at its sole discretion, shall define the Connection Point.

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

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

1.6 "Identification Tags" shall mean markings, labels or other displays that indicate ownership and function of [LicenseeCustomer](#)'s Facilities.

1.7 "Joint Owner" or "JO" shall mean a person, firm, or corporation sharing an ownership interest in a Pole and/or anchor rod with [LicensorCompany](#).

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

1.9 "Make-Ready Work" shall mean the work, identified through the ~~Licensee~~Customer requested Field Survey, required to safely accommodate ~~Licensee~~Customer's requested Attachments on ~~Licensor~~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 ~~Licensee~~Customer's Attachments safely on ~~Licensor~~Company's Pole(s).

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

1.11 ~~MDPU~~The "PUC" shall mean the ~~Massachusetts Department of Rhode Island~~ Public Utilities ~~(formerly referred to as the "MDTE", Massachusetts Department of Telecommunications and Energy)~~Commission.

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

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

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

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

2.0 SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, ~~Licensor~~Company agrees to issue to ~~Licensee~~Customer, revocable, nonexclusive licenses authorizing ~~Licensee~~Customer's Attachments to ~~Licensor~~Company's Structures within the City/Town Name, for the sole purpose of providing street or area lighting ~~of public ways or public lands~~. The license(s) shall (1)

authorize existing and future Attachments upon LicensorCompany's Poles, (2) provide definition of individual Facilities through the designation of a unique identification reference, (3) utilize the identification reference as the individual license reference, (4) recognize Facilities that are considered Attachments based solely upon the extended use of the Connection Point, and (5) represent Facilities for the purpose of inventory and billing administration. This Agreement shall govern with respect to licenses issued to LicenseeCustomer's existing or future Attachments. The application for licenses or listing of current licenses shall be in the form attached hereto as APPENDIX II, Form A-1 (Application to Street Light Pole Attachment License) and A-2 (Street Light Pole Attachment License), respectively.

2.2 No use, however extended, of LicensorCompany's Poles or the payment of any fees or charges by LicenseeCustomer as required under this Agreement shall create or vest in LicenseeCustomer any ownership or property rights in such Poles. LicenseeCustomer'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 LicensorCompany's rights to use the public or private property at the location of LicensorCompany's Poles.

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

2.4 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against LicensorCompany with respect to any agreement(s) and arrangement(s) that LicensorCompany has heretofore entered into, or may in the future enter into, with Other LicenseesCustomers not party to this Agreement regarding the Poles covered by this Agreement. The rights of LicenseeCustomer shall at all times be subject to any such existing and future agreement(s) or arrangement(s) between LicensorCompany and any Joint Owner(s), Joint User(s) or Other LicenseesCustomers of LicensorCompany's Poles. Anything in this Agreement to the contrary notwithstanding nothing contained in this Agreement shall be construed to grant, and LicensorCompany 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. LicenseeCustomer shall be and remain solely responsible for obtaining all necessary and appropriate attachment rights or consents required in connection with the Attachments. The LicenseeCustomer is solely responsible to seek out the necessary parties to obtain such attachment rights, including, without limitation, the owners or Joint Owners of the applicable Poles or other assets to which the Attachments are or will be attached.

2.5 Nothing contained in this Agreement shall be construed to grant any rights to [LicenseeCustomer](#) to include any wired or wireless hardware, equipment, apparatus, or device as part of any Attachment authorized by [LicensorCompany](#) under the terms of this Agreement.

2.6 Except as otherwise provided herein, [LicensorCompany](#) and [LicenseeCustomer](#) hereby agree that this Agreement shall govern with respect to the Attachments and supersede any applicable provision that may be contained in the Agreement of Sale.

3.0 FEES AND CHARGES

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

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

4.3 [LicenseeCustomer](#) shall pay the fees and charges for the purposes and as described in APPENDIX I to this Agreement and/or applicable tariffs.

5.0 SPECIFICATIONS

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

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

5.4 LicenseeCustomer shall install in-line fuse assemblies or another form of LicensorCompany approved physical disconnect device to function as an electrical separation between LicensorCompany's and LicenseeCustomer's systems and provide a designated level of electrical system protection. This disconnect device shall be located in close proximity to the energizing source Connection Point, accessible to both LicensorCompany and LicenseeCustomer, installed in conformance with LicensorCompany's Overhead Electrical Construction Standards and be connected to the electrical distribution system's energized lead of the aerial conductor designated by LicensorCompany for use by the street or area light(s). The installation of these disconnect devices shall occur during each Facility Material Change or prior to each LicensorCompany connection or reconnection or as otherwise provided in the Agreement

of Sale. All existing overhead sourced Facilities shall be so equipped within ten (10) years following execution of the Agreement of Sale. For avoidance of doubt, LicensorCompany shall own the electric distribution system from and including the Connection Point and the LicenseeCustomer 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 LicensorCompany shall, in its sole discretion, determine the applicable demarcation point with respect to electric distribution equipment and the Facilities.

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

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

5.7 LicenseeCustomer shall utilize LicensorCompany'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 LicensorCompany'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 LicenseeCustomer shall provide to the LicensorCompany an inventory list at the end of each calendar quarter that identifies any Facilities on which a new identification reference per luminaire location has been assigned and the street address. Any number identification system used by the LicenseeCustomer must be clear, comprehensive and approved by the LicensorCompany.

6.0 LEGAL REQUIREMENTS

6.1 LicenseeCustomer 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 LicensorCompany's Poles for which LicenseeCustomer has obtained Street Light Pole Attachment Licenses under this

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

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

6.3 No license granted under this Agreement shall extend to any of LicensorCompany's Poles where the placement of LicenseeCustomer's Attachments would result in a forfeiture of the rights of LicensorCompany or Joint Users to occupy the property on which such Poles are located. If placement of LicenseeCustomer's Attachments would result in a forfeiture of the rights of LicensorCompany or Joint Users, or both, to occupy such property, LicenseeCustomer agrees to remove its Attachments forthwith; and LicenseeCustomer agrees to pay LicensorCompany 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 LicenseeCustomer's Attachments is either usable or unusable space.

7.0 ISSUANCE OF LICENSES

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

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

7.3 For the LicensorCompany to provide the Attachment license and to maintain quality assurance of the billing records, LicenseeCustomer shall issue to LicensorCompany within 15 days of the beginning of each calendar year, and as otherwise requested by LicensorCompany, a complete and detailed listing of all Facilities in-service as of December 31 of the preceding calendar year. The minimum detail to be provided shall meet the requirements designated for the Application for Street Light Pole Attachment License and Street Light and Pole Details (as defined in APPENDIX I). LicenseeCustomer shall provide to LicensorCompany a similar list of Facilities which are in-service upon request by LicensorCompany. Such requests shall be limited to no more than one every 90 days. The

[LicenseeCustomer](#) shall be capable of providing the list of Facilities in a form approved by [LicensorCompany](#). The [LicensorCompany](#) may perform random field audits of Facilities for the purpose of quality assurance of the information on the list provided by the [LicenseeCustomer](#). To the extent there are any differences between the [LicenseeCustomer](#)'s list of Facilities and the [LicensorCompany](#)'s list of Attachments which cannot be reconciled to the satisfaction of the [LicensorCompany](#), such differences shall be resolved through compliance with the terms and conditions of this Agreement applicable statutes and tariffs.

8.0 MAKE-READY WORK

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

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

8.3 In the event LicensorCompany determines that a Pole on which LicenseeCustomer desires to install a new Attachment or on which LicenseeCustomer 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 LicenseeCustomer in accordance with the specifications set forth in Article 5.0, LicensorCompany 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 LicenseeCustomer.

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

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

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

- (a) reconfigure its Attachment(s) on the Pole(s) or transfer its Attachment(s) to any replacement Pole(s) as determined by LicensorCompany so that the additional

facilities of LicensorCompany or Joint Owner may be attached. When such reconfiguration or transfer is required to install LicensorCompany's or Joint Owner's additional attachments, LicenseeCustomer shall assume the expense of such reconfigurations or transfer of LicenseeCustomer's Facilities by LicenseeCustomer. 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 LicenseeCustomer's Attachment(s) or (ii) a Pole must be repaired or replaced for any reason, including when such repair or replacement is performed to accommodate additional attachments of LicensorCompany or Joint Owner.

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

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

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

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

reconfiguration or transfer. LicenseeCustomer shall be responsible for the expenses of such reconfiguration, transfer or removal performed by LicensorCompany on behalf of LicenseeCustomer in accordance with the provisions of Article 4.0. LicenseeCustomer 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 LicenseeCustomer or third party. LicenseeCustomer has sole responsibility for the recovery of the costs of the reconfiguration, transfer or removal of LicenseeCustomer's Attachments from such Other LicenseeCustomer or third party.

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

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

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

9.0 CONSTRUCTION, MAINTENANCE, AND REMOVAL OF ATTACHMENTS

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

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

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

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

9.5 LicenseeCustomer 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 LicensorCompany's enclosed or underground primary or secondary electric distribution infrastructure, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears. The LicenseeCustomer and its contractors shall comply with all applicable codes, standards, laws, regulations, and LicensorCompany's practices and policies when accessing any overhead electric distribution system infrastructure. If and to the extent the LicenseeCustomer needs to access or ingress to any of the LicensorCompany's underground or overhead electric distribution system infrastructure, the LicenseeCustomer shall contact the LicensorCompany and the LicensorCompany shall respond to the LicenseeCustomer's request, provide required support, and/or perform the necessary work as requested following its normal work order scheduling protocol, provided, that, the LicensorCompany determines, in its sole discretion, that such connection/disconnection or other requested work is appropriate under the terms of applicable

codes. The [LicenseeCustomer](#) further agrees to compensate [LicensorCompany](#) for all work performed by [LicensorCompany](#) associated with each Attachment consistent with the charges or fees as set forth in this Agreement and/or as defined in the applicable tariff.

9.6 [LicenseeCustomer](#) may contract with [LicensorCompany](#) or any other entity for the construction, maintenance, and/or removal of [LicenseeCustomer](#)'s Attachments on [LicensorCompany](#)'s Poles. [LicenseeCustomer](#) shall guarantee that any persons installing, maintaining, and/or removing [LicenseeCustomer](#)'s Attachments on [LicensorCompany](#)'s Poles, whether [LicensorCompany](#)'s contractors or employees or [LicenseeCustomer](#)'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. [LicenseeCustomer](#) is responsible for ensuring completion and documentation of any required training for said persons, except where such work is performed by [LicensorCompany](#).

9.7 All tree trimming made necessary by reason of:

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

(b) prospective maintenance and operation, including but not limited to the functional performance, lumen output or illumination orientation shall be performed by [LicenseeCustomer](#) or [LicenseeCustomer](#)'s qualified contractor provided appropriate approvals have been granted by the owner(s) of the tree(s) and all other governing authorities. The portion of the tree(s) to be impacted by trimming shall only be within a radial distance of three (3) feet of the luminaire extending below a horizontal plane established from the highest vertical point of the luminaire unless such area is within specified clearance distances of the electrical distribution or transmission system as designated by [LicensorCompany](#) and/or other governing authorities upon which the [LicenseeCustomer](#) shall comply with the tree trimming Section 9.4 (a) for construction, reconstruction, relocation or Facility Material Change.

10.0 INSPECTIONS OF [LICENSEECUSTOMER](#)'S ATTACHMENTS

10.1 [LicensorCompany](#) reserves the right, at its sole discretion, to make inspections of any part of [LicenseeCustomer](#)'s Attachments, at any time, without notice to [LicenseeCustomer](#), at [LicensorCompany](#)'s own expense.

10.2 [LicensorCompany](#) reserves the right, at its sole discretion, to make inspections of any part of [LicenseeCustomer's](#) Attachments at [LicenseeCustomer's](#) expense, if the inspection performed pursuant to Section 10.1 *supra* reveals any of the following:

- (a) Attachments for which no license has been issued by [LicensorCompany](#) pursuant to Article 7.0 *supra*,
- (b) Discrepancy in type, style or size of installed Facility (i.e. luminaire) as compared with [LicensorCompany's](#) records, or
- (c) Any situation creating a safety-related emergency or any condition that prevents safe access to [LicensorCompany's](#) Pole(s) or any facilities installed on [LicensorCompany's](#) Pole(s).

Prior to the performance of such inspections, at [LicenseeCustomer's](#) expense, [LicensorCompany](#) shall provide advance notice to [LicenseeCustomer](#) stating the reason for the inspection. [LicenseeCustomer](#) may join [LicensorCompany](#) in the inspection of [LicenseeCustomer's](#) Attachments when such inspection is performed at [LicenseeCustomer's](#) expense.

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

11.0 UNAUTHORIZED ATTACHMENTS

11.1 To the extent authorized by Article 18.0, if any of [LicenseeCustomer's](#) Attachments for which no license is outstanding is found attached to [LicensorCompany's](#) Poles, [LicensorCompany](#), without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose electric service and other charges, pursuant to Section 11.2, and require [LicenseeCustomer](#) to submit in writing, within fifteen (15) days after receipt of written notification from [LicensorCompany](#) of the unlicensed Attachment(s), an Application for Street Light Pole Attachment License. If such application is not received by [LicensorCompany](#) within the specified time period, [LicenseeCustomer](#) shall remove its unlicensed Attachment(s) within fifteen (15) days of the final date for submitting the required Attachment License application, or [LicensorCompany](#) may remove the unlicensed Attachment(s) at the cost and expense of [LicenseeCustomer](#) and without any liability incurred by [LicensorCompany](#) to [LicenseeCustomer](#) for loss of service provided by [LicenseeCustomer](#) or any damage or injury to [LicenseeCustomer's](#) unlicensed Attachment(s).

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

12.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER

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

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

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

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

12.4 The ~~Licensee~~Company makes no warranties, representations, guarantees or promises in connection herewith or therewith, whether statutory, oral, written, express, or implied as to the present or future strength, condition, or state of any Facilities, Poles, wires, apparatus or otherwise in connection with any Attachment, the Facilities or this Agreement. The ~~Licensee~~Customer, or its contractors, agents and representatives performing any attachment work, shall be responsible and liable for testing or observing the Poles to determine whether the Poles are safe to access and ascend. If the ~~Licensee~~Customer questions the integrity or safety of any Pole or if the Pole is marked as unsafe, the ~~Licensee~~Customer shall refrain from accessing, ascending, or handling the Pole in any manner whatsoever and shall notify or confirm said condition with ~~Licensee~~Company. Should the ~~Licensee~~Customer, or its contractor, agent or representative decide, in its sole judgment, to access a Pole (including, without limitation, Poles

which are marked unsafe or appear to be unsafe), the LicenseeCustomer, not LicensorCompany or its affiliates, shall assume all risk of loss, liability and damages (including injury to any person(s) (including death) or property), and the ~~Licensee~~—Customer shall indemnify, defend, release and hold harmless LicensorCompany, its affiliates and the LicensorCompany's and its affiliate's successors, assigns, officers, agents, representatives as indicated herein.

12.5 LicensorCompany, the LicensorCompany's affiliates, and their respective officers, directors, employees, representatives and contractors shall not be liable to LicenseeCustomer for any indirect, consequential, punitive, incidental, special, or exemplary damages in connection with any attachment, the Facilities, any Pole, or this Agreement, or the Attachments contemplated herein, including, without limitation, the condition, design, engineering, installation, maintenance, construction, location, operation of, or failure of operation of, the Facilities, under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, R.I.G.L. § 6-13.1-1 et seq., strict liability, or negligence.

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

13.0 **INSURANCE**

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

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

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

If a combined single limit is provided, the limit shall not be less than \$5,000,000 per occurrence. LicenseeCustomer'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 LicenseeCustomer's ownership of the street lights being included. In the event the LicenseeCustomer is a governmental entity and such entity's liability to a third party is limited by law, regulation, code, ordinance, by-laws or statute (collectively the "Law"), this liability insurance shall contain an endorsement that waives such Law for insurance purposes only and strictly

prohibits the insurance company from using such Law as a defense in either the adjustment of any claim, or in the defense of any suit directly asserted by an insured entity.

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

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

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

13.5 The [LicenseeCustomer](#) and its insurance carrier(s) shall waive all rights of recovery against the [LicensorCompany](#) 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 [LicenseeCustomer](#). To the extent the [LicenseeCustomer](#)'s insurance carriers will not waive their right of subrogation against the [LicensorCompany](#), the [LicenseeCustomer](#) agrees to indemnify the [LicensorCompany](#) for any subrogation activities pursued against them by the [LicenseeCustomer](#)'s insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the [LicensorCompany](#) or their employees, subcontractors or agents.

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

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

13.8 [LicenseeCustomer](#) shall require all of its contractors to carry insurance which meets the requirements specified under this Article 13.0 of this Agreement, and to name [LicensorCompany](#) as an additional insured.

14.0 AUTHORIZATION NOT EXCLUSIVE

14.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right, or privilege to [LicenseeCustomer](#). [LicensorCompany](#) shall have the right to grant, renew, and extend rights and privileges to others not party to this Agreement, by contract or otherwise, to use any Pole subject to this Agreement.

15.0 ASSIGNMENT OF RIGHTS

15.1 [LicenseeCustomer](#) shall not assign or transfer this Agreement or any authorization granted hereunder, and this Agreement shall not inure to the benefit of [LicenseeCustomer](#)'s successors, without the prior written consent of [LicensorCompany](#).

15.2 In the event such consent or consents are granted by [LicensorCompany](#), this Agreement shall extend to and bind the successors and assigns of the parties hereto.

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

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

16.0 FAILURE TO ENFORCE

16.1 Failure of [LicensorCompany](#) to enforce or require compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or

relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

17.0 TERM OF AGREEMENT

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

17.2 Termination of this Agreement or any licenses issued hereunder shall not affect [LicenseeCustomer](#)'s liabilities and obligations incurred hereunder prior to the effective date of such termination, nor [LicensorCompany](#)'s and [LicenseeCustomer](#)'s rights pursuant to the laws, ordinances, regulations, and rulings governing the subject matter of this Agreement, including but not limited to, ~~MGL c. 164, § 34A, and DTE 98-76, 98-89, and 01-25, R.I.G.L. § 39-29-1 et seq.~~

18.0 TERMINATION OF LICENSE

18.1 Any license issued pursuant to this Agreement shall automatically terminate when [LicenseeCustomer](#) ceases to have authority pursuant to any laws, ordinances, regulations, and rulings, including but not limited to ~~MGL c. 164, § 34A and DTE 98-76, 98-89, and 01-25, R.I.G.L. § 39-29 et seq.~~ to construct, operate, and/or maintain its Attachments on the public or private property at the location of the particular Pole covered by the license.

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

18.3 [LicensorCompany](#) may at any time terminate a license for specific Attachment(s) provided written notice of such termination is received by [LicenseeCustomer](#) no less than fifteen (15) days prior to proposed actions causing conflict with the existing Attachment(s). [LicensorCompany](#) may exercise its Removal Rights requiring [LicenseeCustomer](#) to remove its Attachment(s), at its expense, from any of the designated [LicensorCompany](#)'s Pole(s) within fifteen (15) days after termination of the license covering such Attachment(s). If [LicenseeCustomer](#) fails to remove its Attachment(s) within such fifteen (15) day period,

[LicensorCompany](#) shall have the right to remove such Attachment(s) at [LicenseeCustomer's](#) expense. Terms and conditions of Articles 8.0 and 20.0 of this Agreement shall govern the removal of [LicenseeCustomer's](#) Attachments.

19.0 TERMINATION OF AGREEMENT

19.1 If [LicenseeCustomer](#) 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 [LicenseeCustomer's](#) facilities or Attachments are maintained or used in violation of any law and [LicenseeCustomer](#) shall fail within thirty (30) days after written notice from [LicensorCompany](#) to correct such default or noncompliance, [LicensorCompany](#) may, at its option, terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the Poles as to which such default or noncompliance shall have occurred.

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

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

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

20.0 REMOVAL RIGHTS

20.1 The Removal Rights as designated within this article shall apply in all cases where either [LicenseeCustomer](#) or [LicensorCompany](#) terminates a license or this Agreement or in the course of normal operation or maintenance of Attachments to Poles and as authorized pursuant to any laws, ordinances, regulations, and regulatory rulings, including but not limited to [MGL c. 164, § 34A and DTE 98-76, 98-89, and 01-25.R.I.G.L §39-29-1 et seq.](#)

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

20.3 [LicensorCompany](#) may exercise its Removal Rights and require [LicenseeCustomer](#) to remove its Attachments, and [LicenseeCustomer](#), at the [LicenseeCustomer's](#) sole expense, shall remove or have removed in accordance with this Agreement its Attachments from any of [LicensorCompany's](#) Poles within fifteen (15) days of notice. If [LicenseeCustomer](#) (or its agents) fails to remove [LicenseeCustomer's](#) Attachments from [LicensorCompany's](#) Poles within the applicable time period, [LicensorCompany](#) shall have the right to remove the Attachments at [LicenseeCustomer's](#) expense and without any liability on the part of [LicensorCompany](#) for damage or injury to [LicenseeCustomer's](#) Attachments. If [LicensorCompany](#) exercises its Removal Rights to remove the Attachments, [LicensorCompany](#) 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, [LicenseeCustomer](#) shall be liable for the remaining expense. [LicenseeCustomer](#) shall be liable for and pay all fees pursuant to the terms of this Agreement to [LicensorCompany](#) until such Attachments are removed from [LicensorCompany's](#) Poles.

20.4 Notwithstanding any other provision of this Agreement, this Agreement is not intended to, and does not by its terms, broaden or expand [LicensorCompany's](#) Removal Rights.

21.0 CHOICE OF LAW

21.1 This Agreement shall be governed by and construed in accordance with the laws of the ~~Commonwealth~~[state](#) of ~~Massachusetts~~[Rhode Island](#) without regard to the conflicts of law principles contained therein.

22.0 SEVERABILITY

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

23.0 **NOTICES**

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

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

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

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

~~Massachusetts~~[The Narragansett](#) Electric Company d/b/a National Grid
Attention: Manager, Community & Customer Management
~~40 Sylvan Road~~
~~Waltham, MA 02451-1120~~
[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:

~~Massachusetts~~[The Narragansett](#) Electric Company d/b/a/ National Grid
Attention: Outdoor Lighting and Attachments
40 Sylvan Road
Waltham, MA 02451-1120

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

24.0 ENTIRE AGREEMENT

24.1 The parties have freely entered into this Agreement and agree to each of its terms without reservation. Paragraph headings are for the convenience of the parties only and are not to be construed as binding under this Agreement. This Agreement constitutes the entire Agreement between ~~Licensee~~Company and ~~Licensee~~Customer, and all previous representations either oral or written, (including, but not limited to any and all previous Pole Attachment Agreements insofar as ~~Licensee~~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.

~~Massachusetts~~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~~ SigneeSigner

Title (Print): ~~Title~~ of Signer

APPENDIX I

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

(A) Attachment

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

(B) Field Survey

Whenever a Field Survey is required under this Agreement, LicenseeCustomer shall pay LicensorCompany for the expense thereof. The current standard charge assessed to LicenseeCustomer and all Other LicenseesCustomers for the Field Survey is ~~\$426.24~~130.00 per Attachment and is based on LicensorCompany's current estimated cost to perform and complete the Field Survey. Specific to each occurrence, any actions required by the LicensorCompany to remedy a Pole ingress or egress condition in compliance with applicable laws, regulations, codes and company policies and procedures is considered to be in addition to the Field Survey function. The LicenseeCustomer 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, LicenseeCustomer shall pay LicensorCompany for the expense thereof. Make Ready Work may include, but is not limited to, the replacement of the Pole on which LicenseeCustomer's Attachments will be placed with a new Pole of the necessary height, strength, and class required to accommodate LicenseeCustomer's Attachments, and such other changes in the existing Pole line in which such Pole is included as LicenseeCustomer's Attachments may require. Make Ready Work expenses charged by LicensorCompany may also include the following:

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

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

(D) Other Charges and Fees

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

(E) Payment Date

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

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

“Interest shall accrue and be payable to ~~Licensor~~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 ~~Licensee~~Customer under this Agreement.”

APPENDIX II

ADMINISTRATIVE FORMS AND NOTICES

INDEX OF ADMINISTRATIVE FORMS

APPLICATION FOR STREET LIGHT POLE ATTACHMENT LICENSE / STREET LIGHT POLE
ATTACHMENT LICENSE

A-1

STREET LIGHT AND POLE DETAILS

A-2

ESTIMATE FOR FIELD SURVEY / AUTHORIZATION FOR FIELD SURVEY

B-1

MAKE-READY WORK ESTIMATE / AUTHORIZATION FOR MAKE-READY WORK

B-2

ITEMIZED MAKE-READY WORK

C

NOTIFICATION OF DISCONTINUANCE OF USE OF POLES FOR STREET LIGHT
ATTACHMENT

D

IDENTIFICATION TAGS

E

LIGHTING SOURCE IDENTIFICATION LABELS

F

Agreement Number XXXX

Application Number _____ (to be provided by **Licensor** Company)

APPLICATION FOR STREET LIGHT POLE ATTACHMENT LICENSE

DATE _____

LICENSEE

CUSTOMER

Street Address _____

City, State, Zip Code _____

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

LICENSEE

CUSTOMER

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

STREET LIGHT POLE ATTACHMENT LICENSE

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

DATE _____

LICENSOR

COMPANY

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

NOTES:

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

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

STREET LIGHT POLE ATTACHMENT DETAILS

~~LICENSEE~~

CUSTOMER

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

Pole No. Location Attachment Description

_____ (Yes/No)

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

DATE _____

~~LICENSEE~~

CUSTOMER

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number XXXX
Application / Request No. _____

ESTIMATE FOR FIELD SURVEY

~~(Licensee)~~Customer)

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

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

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

DATE _____ Date _____

LICENSOR

Company

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

AUTHORIZATION FOR FIELD SURVEY

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

DATE _____

LICENSEE

CUSTOMER

By (Print Name) _____
Signature _____

Title _____

Telephone No. _____

Agreement Number XXXX
Application / Request No. _____

MAKE-READY WORK ESTIMATE

~~(Licensee)~~Customer)

In accordance with the License Agreement for Overhead Electrical Service and Attachments to Utility Poles for Street and Area Lighting, dated _____, a Field Survey associated with your Application / Request Number _____ dated _____, _____, for Attachment to Poles has been completed. The following is a summary of the charges that will apply to complete the required Make-Ready Work.

TOTAL MAKE-READY CHARGES \$ _____

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

DATE _____

~~LICENSOR~~

COMPANY

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

AUTHORIZATION FOR MAKE-READY WORK

The Make-Ready Work associated with Application / Request Number _____ is authorized and the costs therefore will be paid to ~~Licensor~~Company in accordance with Appendix I to the License Agreement for Overhead Electrical Service and Attachments to Utility Poles for Street and Area Lighting.

DATE _____

~~LICENSEE~~

CUSTOMER

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number XXXX
Application / Request No. _____

Form C

ITEMIZED MAKE-READY WORK

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

Agreement Number: XXXX

Form D

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

LICENSEE

CUSTOMER

Street Address _____

City, State, Zip Code _____

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

License No. _____	Street Name _____	Pole Number(s) _____	Description of Attachments _____
-------------------	-------------------	----------------------	----------------------------------

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

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

DATE _____

By (Print Name) _____

Signature _____

Title _____

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

Use of Poles has been discontinued as above.

DATE _____

LICENSOR

COMPANY

By (Print Name) _____

Signature _____

Title _____

IDENTIFICATION TAGS

(A) GENERAL

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

(B) DESCRIPTION OF IDENTIFICATION TAGS



FIGURE 1: Identification Tag

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

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

(C) PROCUREMENT OF TAGS

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

(D) INSTALLATION OF IDENTIFICATION TAGS - AERIAL APPLICATION

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

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

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

~~FORM~~Form F

LIGHTING SOURCE IDENTIFICATION LABELS

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

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ATTACHMENT 3

UNDERGROUND LICENSE AGREEMENT



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

BETWEEN

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

AND

City/Town Name, ~~Massachusetts~~Rhode Island
(~~LICENSEE~~)CUSTOMER)

DATED: Month __, 2013

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THIS AGREEMENT, ("Agreement"), is made this ____ day of Month, 2013, by and between ~~Massachusetts~~The Narragansett Electric Company, a corporation organized and existing under the laws of ~~Massachusetts~~Rhode Island, having its principal office at ~~40-Sylvan Road, Waltham, Massachusetts-02451,~~280 Melrose Street, Providence, Rhode Island, 02907 (hereinafter referred to as the "LicensorCompany") and the City/Town Name, a municipal corporation organized and existing under the laws of ~~Massachusetts~~Rhode Island, having its principal office at Street Name, City/Town, ~~Massachusetts~~Rhode Island Zip Code, (hereinafter referred to as the "LicenseeCustomer").

WITNESSETH

WHEREAS, LicenseeCustomer 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 LicenseeCustomer's municipality; and

WHEREAS, LicenseeCustomer has purchased street and area lighting Facilities located in or upon LicensorCompany's Structures pursuant to ~~MGL c. 164, § 34~~AR.I.G.L. § 39-29-1 et seq., and the rulings of the ~~MDPU (formerly MDTE~~Rhode Island Public Utilities Commission (the "PUC") interpreting said provision, and desires to retain and/or make Attachments of existing Facilities in or upon Structures of LicensorCompany; and

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

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

WHEREAS, the LicensorCompany and LicenseeCustomer agree to minimize or eliminate the applications of Attachments, except those necessary for electrical connection of LicenseeCustomer Facilities, as designated in this Agreement, by separating existing Facilities at the time of any Material Change (as defined below) to establish clear and distinct ownership

delineation, electric distribution and lighting systems separation and demarcation as well as operations and maintenance independence;

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

1.0 DEFINITIONS

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

1.1 "Agreement of Sale" shall mean the agreement pursuant to which [LicensorCompany](#) sold and [LicenseeCustomer](#) purchased the Facilities subject to this Agreement.

1.2 "Attachment" shall mean the Facilities, including without limitation; any wire, cable, and other hardware, equipment, apparatus, or device, owned by [LicenseeCustomer](#), 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 [LicenseeCustomer](#) owned luminaire(s) used to provide street and/or area lighting of public ways or public lands within [LicenseeCustomer](#)'s assigned municipal boundary.

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

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

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

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

1.7 "Field Survey" shall mean an on-site audit and/or office asset record review, requested by [LicenseeCustomer](#), of the Structure(s) upon which [LicenseeCustomer](#) has an existing Attachment(s) or proposes a new Attachment(s) in accordance with this Agreement, performed by the [LicensorCompany](#) to obtain information regarding existing Facilities or Structures. Field Survey shall not represent actions to remedy ingress or egress conditions

required to be in compliance with applicable laws, regulations, codes and company policies and procedures.

1.8 "Identification Tags" shall mean markings, labels or other displays that indicate ownership and function of [LicenseeCustomer](#)'s Facilities.

1.9 "Make-Ready Work" shall mean the work to be performed by the [LicensorCompany](#), identified through the [LicenseeCustomer](#) requested Field Survey, required to safely accommodate [LicenseeCustomer](#)'s proposed actions of the existing Attachments safely within [LicensorCompany](#)'s Structures.

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

1.11 ~~"MDPU~~ The "PUC" shall mean the ~~Massachusetts Department of Rhode Island~~ Public Utilities ~~(formerly referred to as the "MDTE", Massachusetts Department of Telecommunications and Energy)-Commission.~~

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

1.13 "Removal Rights" shall refer to the rights pursuant to this Agreement or to applicable laws granting [LicensorCompany](#) certain legal rights and/or recourse to request or perform the removal of certain Attachments.

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

2.0 SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, [LicensorCompany](#) agrees to issue to [LicenseeCustomer](#), revocable, nonexclusive licenses authorizing [LicenseeCustomer](#)'s existing Attachments to [LicensorCompany](#)'s Structures within the City/Town Name, for the sole purpose of providing street or area lighting ~~of public ways or public lands~~. The license(s) shall (1) authorize existing and future Attachments within or upon [LicensorCompany](#)'s Structures, (2) provide definition of individual Facilities through the designation of a unique identification reference, (3) utilize the identification reference as the individual license reference, (4) recognize

Facilities that are considered Attachments based solely upon the extended use of the Connection Point, and (5) represent Facilities for the purpose of inventory and billing administration. This Agreement shall govern with respect to licenses issued to [LicenseeCustomer](#)'s existing or future Attachments. The application for licenses or listing of current licenses shall be in the form attached hereto as APPENDIX II, Form A-1 (Application for Underground Served Street Light Attachment) and A-2 (Underground Served Street Light Attachment Licenses), respectively.

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

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

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

2.5 Nothing contained in this Agreement shall be construed to grant any rights to [LicenseeCustomer](#) to include any wired or wireless hardware, equipment, apparatus, or device as part of any Attachment authorized by [LicensorCompany](#) under the terms of this Agreement.

2.6 Except as otherwise provided herein, [LicensorCompany](#) and [LicenseeCustomer](#) hereby agree that this Agreement shall govern with respect to [LicenseeCustomer](#)'s Attachments and supersede any applicable provision that may be contained in the Agreement of Sale.

3.0 FEES AND CHARGES

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

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

4.3 [LicenseeCustomer](#) shall pay the fees and charges for the purposes and as described in APPENDIX I to this Agreement and/or applicable tariffs.

5.0 SPECIFICATIONS

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

5.2 [If LicenseeTo 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, [LicensorCompany](#) may, upon ten (10) days' written notice to [LicenseeCustomer](#) and in addition to any other remedies [LicensorCompany](#) may have hereunder, remove [LicenseeCustomer](#)'s

Attachments from any or all of LicensorCompany's Structures or perform such other work and take such other action in connection with said Attachments that LicensorCompany deems necessary or advisable to provide for the safety of the public or LicensorCompany's employees or performance of LicensorCompany's service obligations, at the cost and expense of LicenseeCustomer and without any liability incurred by LicensorCompany to LicenseeCustomer therefore; provided, however, that when in the reasonable judgment of LicensorCompany such a condition may endanger the safety of LicensorCompany's employees, contractors, other persons or property, or interfere with the performance of LicensorCompany's service obligations, LicensorCompany may take such action, in its sole discretion, without liability and without prior notice, written or otherwise, to Licensee.—~~Licensor reserves its rights under Article 18.0.Customer.~~

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

5.4 LicenseeCustomer shall install in-line fuse assemblies or another form of LicensorCompany approved physical disconnect device to function as an electrical separation between LicensorCompany's and LicenseeCustomer's systems and provide a designated level of electrical system protection. This disconnect device shall generally be located in a LicenseeCustomer installed secure Facility, such as a handhole, accessible to both LicensorCompany and LicenseeCustomer, installed in conformance with LicensorCompany's Underground Electrical Construction Standards, be located in close proximity to the Connection Point within or upon the LicensorCompany's Structures, and be connected to the electric distribution system's energized lead of the underground cable designated by LicensorCompany 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 LicensorCompany 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 LicensorCompany shall own the electric distribution system from the Connection Point and the LicenseeCustomer 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 LicensorCompany shall, in its sole discretion, determine the applicable demarcation point with respect to LicenseeCustomer's Facilities and electric distribution system equipment.

5.5 As described in APPENDIX II, Form E, LicenseeCustomer shall place or have placed by LicensorCompany as Make-Ready Work, Identification Tags on cables and on any

other associated Facilities of LicenseeCustomer located in or in close proximity to LicensorCompany's underground Structures including handholes containing circuit disconnect devices. For underground Attachments that exist on the date of this Agreement, LicenseeCustomer 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, LicenseeCustomer 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. LicensorCompany, 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. LicenseeCustomer shall remove designations of LicensorCompany found on any of the Facilities and place Identification Tags on all of the Facilities owned by LicenseeCustomer which were originally owned by LicensorCompany.

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

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

5.8 Clearances between communications, electric distribution system and street lighting cables shall be compliant with applicable codes, standards and LicensorCompany 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 LicensorCompany's underground served aboveground Structures, LicenseeCustomer shall obtain an Underground Served Street Lighting Attachment License for each Attachment including the request for a new Connection Point to LicensorCompany's underground electric distribution system. In general, the LicenseeCustomer'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 LicensorCompany's Structure (i.e. standard or pole).

5.10 LicenseeCustomer 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, LicenseeCustomer shall utilize and maintain an appropriate means of individual Attachment location identification (i.e. numbering system) to maintain a unique reference which shall be clear, legible, comprehensive and visible

from the street side of the Facilities. [LicenseeCustomer](#) shall provide to the [LicensorCompany](#) an inventory list at the end of each calendar quarter that identifies any Facilities on which a new identification reference per luminaire location has been assigned and the corresponding street address. Any number identification system used by the [LicenseeCustomer](#) must be clear, comprehensive and approved by the [LicensorCompany](#).

6.0 LEGAL REQUIREMENTS

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

7.0 ISSUANCE OF LICENSES

7.1 [LicensorCompany](#) 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 [LicenseeCustomer](#) from [LicensorCompany](#) 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 ~~Licensee~~[Company](#) to provide the Attachment licenses and to maintain quality assurance of billing records, ~~Licensee~~[Customer](#) shall issue to ~~Licensee~~[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). ~~Licensee~~[Customer](#) shall provide to ~~Licensee~~[Company](#) a similar list of Facilities which are in-service upon request by ~~Licensee~~[Company](#). Such requests shall be limited to no more than one every 90 days. The ~~Licensee~~[Customer](#) shall be capable of providing the list of Facilities in a form approved by ~~Licensee~~[Company](#). The ~~Licensee~~[Company](#) may perform random field audits of Facilities for the purpose of quality assurance of the information on the list provided by the ~~Licensee~~[Customer](#). To the extent there are any differences between ~~Licensee~~[Customer](#)'s list of Facilities and ~~Licensee~~[Company](#)'s list of Attachments which can not be reconciled to the satisfaction of the ~~Licensee~~[Company](#), such differences shall be resolved through compliance with the terms and conditions of this Agreement, applicable tariffs and/or statutes.

8.0 **MAKE-READY WORK**

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

8.2 A Field Survey is required for each Structure within or upon which the ~~Licensee~~[Customer](#) proposes an Attachment having a new electrical connection or, reconfiguration, Material Change or replacement of existing Attachments. Reconfiguration,

Material Change or replacement of Facilities within underground Structures may result in the required removal of an existing Attachment so as to relocate the Facilities external to LicensorCompany's Structures. The LicensorCompany acknowledges that the LicenseeCustomer will not request a Field Survey if LicenseeCustomer 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 LicenseeCustomer is to provide LicensorCompany a written request for each Field Survey providing appropriate description and engineering detail to define the proposed Attachment. The LicensorCompany shall provide LicenseeCustomer a Field Survey estimate representing all anticipated costs. LicensorCompany shall perform the Field Survey(s) following receipt of the LicenseeCustomer's written authorization to proceed and the advance payment of the estimated total cost amount specified by the LicensorCompany for all Field Survey(s) work in accordance with the provisions of Article 4.0.

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

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

8.5 If LicensorCompany, for its own service requirements, needs to attach additional facilities or make changes to existing facilities in any Structures within which LicenseeCustomer has Facilities attached, LicenseeCustomer agrees to; authorize the Make-Ready Work necessary to either reconfigure its Attachment(s) in the Structure(s) as determined by the LicensorCompany,

or transfer its Attachment(s) to a designated [LicenseeCustomer](#) Structure(s) so that the additional facilities of [LicensorCompany](#) may be attached. When such reconfiguration or transfer is required to facilitate additional attachments of [Licensor](#), [LicenseeCompany](#), [Customer](#) shall assume the expense of such reconfiguration or transfer and [LicenseeCustomer](#) shall reimburse the [LicensorCompany](#) for all Make-Ready Work performed by [LicensorCompany](#) within [LicensorCompany](#)'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 [LicenseeCustomer](#)'s Attachment or (ii) a Structure must be repaired or replaced for any reason, including such repair or replacement to accommodate [LicensorCompany](#)'s additional attachments.

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

8.7 The [LicenseeCustomer](#) 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 [LicenseeCustomer](#) as opposed to being placed in the name of the developer or other third party.

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

8.9 [LicensorCompany](#) will endeavor to perform all Make-Ready Work to accommodate [LicenseeCustomer](#)'s Attachments as a part of its normal, scheduled workload.

8.10 All existing and new Facilities must comply with applicable [LicensorCompany](#) 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. [LicenseeCustomer](#) acknowledges and agrees that, in the event that [LicenseeCustomer](#) seeks to convert, replace or otherwise use a lighting or illumination source other than those provided in

LicensorCompany's applicable tariff, or operate such Facilities in a manner other than as stated in LicensorCompany's applicable tariff, ("Non-Compliant Facilities"), LicensorCompany shall be under no obligation to permit or provide service to such Non-Compliant Facilities. In the event LicensorCompany elects, in its sole discretion, to accommodate such Non-Compliant Facilities, a separate agreement between LicenseeCustomer and LicensorCompany shall be executed. Such agreement shall be subject to applicable regulatory consent or approval prior to the application of the agreement.

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

9.0 CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

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

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

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

9.4 LicenseeCustomer and its contractors shall not perform or make any connections (permanent or temporary) to, disconnections from, or in any way handle, tamper or interfere with, or otherwise disrupt, the LicensorCompany's electric distribution system or assets, in whole or in

part, nor shall the [LicenseeCustomer](#) permit or cause any third party (including without limitation, [LicenseeCustomer](#)'s agent or contractor) to do so. The [LicensorCompany](#) shall be the sole party with authority to perform or make any and all (permanent and temporary) connections to or disconnections from the [LicensorCompany](#)'s electric distribution system or other assets for the purpose of providing electric service to the [LicenseeCustomer](#)'s Facilities. If and to the extent the [LicenseeCustomer](#) has a need for a connection or disconnection associated with the [LicensorCompany](#)'s electric distribution system or assets, the [LicenseeCustomer](#) shall contact the [LicensorCompany](#) by making a connection/disconnection request through normal customer contact channels and [LicensorCompany](#) shall make the necessary connection/disconnection, provided, that the [LicensorCompany](#) determines, in its sole discretion, that such connection is appropriate under the terms of applicable codes, standards, laws, regulations and [LicensorCompany](#)'s practices and policies.

9.5 [LicenseeCustomer](#) 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 [LicensorCompany](#)'s enclosed or underground primary or secondary electric distribution system infrastructure, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears. The [LicenseeCustomer](#) and its contractors shall comply with all applicable codes, standards, laws, regulations, and [LicensorCompany](#)'s practices and policies when accessing any overhead electric distribution system infrastructure. If and to the extent the [LicenseeCustomer](#) needs access or ingress to any of the [LicensorCompany](#)'s underground or overhead electric distribution system infrastructure, the [LicenseeCustomer](#) shall contact the [LicensorCompany](#) and the [LicensorCompany](#) shall respond to the [LicenseeCustomer](#)'s request, provide required support, and/or perform the necessary work as requested following its normal work order scheduling protocol, provided, that, the [LicensorCompany](#) determines, in its sole discretion, that such connection/disconnection or other requested work is appropriate under the terms of applicable codes and Agreements. The [LicenseeCustomer](#) further agrees to compensate [LicensorCompany](#) for all work performed by the [LicensorCompany](#) associated with each Attachment consistent with the charges or fees as set forth in this Agreement and/or as defined in the applicable tariffs.

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

individuals or property and the integrity or reliability of ~~Licensor~~Company's electrical distribution system.

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

9.8 ~~Licensee~~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 ~~Licensee~~Customer's operating service area. The One Call System is an independent association which, in compliance with federal, state and local requirements, facilitates the location identification of underground utility infrastructure through a notification/communication process between excavators and underground facility owners. The contact information for the One Call System responsible for a specific geographic area within the United States can be obtained by calling 811 nationally. At the time of this Agreement, Dig Safe System, Inc. is this association.

9.9 ~~Licensee~~Customer acknowledges and agrees that some of the Facilities ("Coexisting Facilities") are currently installed or otherwise coexist, in whole or in part, on or within ~~Licensor~~Company's conduit, vaults, or other ~~Licensor~~Company facilities, assets or infrastructure ("Joint-Use Structures"), that such Coexisting Facilities shall not be separated from the Joint Use Structures prior to the closing date of the applicable Agreement of Sale, and that following the closing date, the Coexisting Facilities and/or the Joint Use Structures may, from time to time, require change or replacement. If ~~Licensor~~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 ~~Licensor~~Company assets, ~~Licensor~~Company shall provide ~~Licensee~~Customer with written notice of such work ("~~Licensor~~Company Notice") and ~~Licensee~~Customer agrees to separate and relocate the ~~Licensee~~Customer's Coexisting Facilities associated with such Joint Use Structure within six (6) months following the date of the ~~Licensor~~Company Notice, at ~~Licensee~~Customer's expense and in compliance with all applicable laws, rules, regulations, codes and standards, as if such Coexisting Facilities were new Facilities. The ~~Licensor~~Company Notice shall be provided by ~~Licensor~~Company within a reasonable period of time after commencing such work and provide a brief description of the separation or relocation that will be required with respect to the Coexisting Facilities.

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

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

10.2 [LicensorCompany](#) reserves the right, at its sole discretion, to make inspections of any part of [LicenseeCustomer](#)'s Attachments at [LicenseeCustomer](#)'s expense, provided the [LicenseeCustomer](#) complies with all terms required to gain access to [LicensorCompany](#)'s Structures if needed to witness [LicenseeCustomer](#)'s Attachments, if the inspection performed pursuant to Section 10.1 supra reveals any of the following:

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

Prior to the performance of such inspections, at [LicenseeCustomer](#)'s expense, [LicensorCompany](#) shall provide advance notice to [LicenseeCustomer](#) stating the reason for the inspection. [LicenseeCustomer](#) may join [LicensorCompany](#) in the inspection of [LicenseeCustomer](#)'s Facilities, provided [LicenseeCustomer](#) complies with Section 9.6, when such inspection is performed at [LicenseeCustomer](#)'s expense.

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

11.0 UNAUTHORIZED ATTACHMENTS

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

provided by [LicenseeCustomer](#) or any damage or injury to [LicenseeCustomer](#)'s unlicensed Attachment(s).

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

12.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER

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

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

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

LicenseeCustomer'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 LicensorCompany, by reason of:

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

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

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

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

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

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

(g) by the installation, operation, maintenance, presence, use, occupancy or removal of LicenseeCustomer's Attachments by LicenseeCustomer or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to LicensorCompany's Structures, including without limitation, taxes, special charges by others, and from and against all claims and demands for demands for infringement of patents with respect to the manufacture, use, and operation of LicenseeCustomer's Attachments in combination with LicensorCompany's Structures, or otherwise.

12.4 The LicensorCompany makes no warranties, representations, guarantees or promises in connection herewith or therewith, whether statutory, oral, written, express, or implied as to the present or future strength, condition, or state of any Structures, Facilities, wires, apparatus or otherwise in connection with any Attachment, the Facilities or this Agreement. To the extent applicable, the LicenseeCustomer, or its contractors, agents and representatives performing any Attachment work, shall be responsible and liable for testing or observing the Structures to determine whether the Structures are safe to utilize, support or access. If the LicenseeCustomer questions the integrity or safety of any Structures or if the Structure is marked

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

12.5 [LicensorCompany](#), the [LicensorCompany](#)'s affiliates, and their respective officers, directors, employees, representatives and contractors shall not be liable to [LicenseeCustomer](#) for any indirect, consequential, punitive, incidental, special, or exemplary damages in connection with any Attachment, the Structures, the Facilities, or this Agreement, or the Attachments contemplated herein, including, without limitation, the condition, design, engineering, installation, maintenance, construction, location, operation of, or failure of operation of, the Facilities, under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, [R.I.G.L. § 6-13.1-1 et seq.](#), strict liability, or negligence.

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

13.0 INSURANCE

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

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

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

If a combined single limit is provided, the limit shall not be less than \$5,000,000 per occurrence. [LicenseeCustomer](#)'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 [LicenseeCustomer](#)'s ownership of the street lights being included. In the event the

[LicenseeCustomer](#) is a governmental entity and such entity's liability to a third party is limited by law, regulation, code, ordinance, by-laws or statute (collectively the "Law"), this liability insurance shall contain an endorsement that waives such Law for insurance purposes only and strictly prohibits the insurance company from using such Law as a defense in either the adjustment of any claim, or in the defense of any suit directly asserted by an insured entity.

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

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

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

13.5 The [LicenseeCustomer](#) and its insurance carrier(s) shall waive all rights of recovery against the [LicensorCompany](#) 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 [LicenseeCustomer](#). To the extent the [LicenseeCustomer](#)'s insurance carriers will not waive their right of subrogation against the [LicensorCompany](#), the [LicenseeCustomer](#) agrees to indemnify the [LicensorCompany](#) for any subrogation activities pursued against them by the [LicenseeCustomer](#)'s insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the [LicensorCompany](#) or their employees, subcontractors or agents.

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

13.7 [LicenseeCustomer](#) shall submit to [LicensorCompany](#) certificates of insurance including renewal thereof, by each company insuring [LicenseeCustomer](#) to the effect that it has insured [LicenseeCustomer](#) for all liabilities of [LicenseeCustomer](#) covered by this Agreement; and that such certificates will name [LicensorCompany](#) 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 [LicenseeCustomer](#) except after the giving of not less than thirty (30) days' written notice to [LicensorCompany](#). ~~LicensorCompany~~ [Customer](#) shall also notify and send copies to [LicensorCompany](#) of any policies maintained under this Article 13.0 written on a "claims-made"

basis. The following language shall be used when referencing the additional insured status of ~~Licensee~~Company: National Grid USA, its direct and indirect parents, subsidiaries and affiliates, shall be named as additional insureds.

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

14.0 AUTHORIZATION NOT EXCLUSIVE

14.1 Nothing herein contained shall be construed as a grant of any exclusive authorization, right or privilege to ~~Licensee~~Customer. ~~Licensee~~Company shall have the right to grant, renew and extend rights and privileges to others not parties to this Agreement, by contract or otherwise, to use any Structure subject to this Agreement.

15.0 ASSIGNMENT OF RIGHTS

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

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

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

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

16.0 FAILURE TO ENFORCE

16.1 Failure of [LicensorCompany](#) to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

17.0 TERM OF AGREEMENT

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

17.2 Termination of this Agreement or any licenses issued hereunder shall not affect [LicenseeCustomer](#)'s liabilities and obligations incurred hereunder prior to the effective date of such termination, nor [LicensorCompany](#)'s and [LicenseeCustomer](#)'s rights pursuant to the laws, ordinances, regulations, and rulings governing the subject matter of this Agreement, including but not limited to, ~~MGL c. 164, § 34A, and DTE 98-76, 98-89, and 01-25.~~ [R.I.G.L. § 39-29-1 et seq.](#)

18.0 TERMINATION OF LICENSE

18.1 Any license issued pursuant to this Agreement shall automatically terminate when [LicenseeCustomer](#) ceases to have authority pursuant to any laws, ordinances, regulations, and rulings, including but not limited to ~~MGL c. 164, § 34A and DTE 98-76, 98-89, and 01-25.~~ [R.I.G.L. § 39-29-1 et seq.](#) to construct, operate, and/or maintain its Attachments on the public or private property at the location of the particular Structure covered by the license.

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

18.3 [LicensorCompany](#) may at any time terminate a license for specific Attachment(s) provided written notice of such termination is received by [LicenseeCustomer](#) no less than fifteen (15) days prior to proposed actions causing conflict with the existing Attachment(s). [LicensorCompany](#) may exercise its Removal Rights requiring [LicenseeCustomer](#) to remove its Attachment(s), at [LicenseeCustomer](#)'s expense, from any of the designated [LicensorCompany](#)'s Structure(s) within fifteen (15) days after termination of the license covering such Attachment(s).

If [LicenseeCustomer](#) fails to remove its Attachment(s) within such fifteen (15) day period, [LicensorCompany](#) shall have the right to remove such Attachment(s) at [LicenseeCustomer](#)'s expense. Terms and conditions of Articles 8.0 and 20.0 of this Agreement shall govern the removal of [LicenseeCustomer](#) Attachments.

19.0 TERMINATION OF AGREEMENT

19.1 If [LicenseeCustomer](#) 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 [LicenseeCustomer](#)'s facilities or Attachments are maintained or used in violation of any law and [LicenseeCustomer](#) shall fail within thirty (30) days after written notice from [LicensorCompany](#) to correct such default or noncompliance, [LicensorCompany](#) may, at its option, terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the Structures as to which such default or noncompliance shall have occurred.

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

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

20.0 REMOVAL RIGHTS

20.1 The Removal Rights as designated within this article shall apply in all cases where either [LicenseeCustomer](#) or [LicensorCompany](#) terminates a License or this Agreement or in the course of normal operation or maintenance of Attachments to Structures and as authorized

pursuant to any laws, ordinances, regulations, and regulatory rulings, including but not limited to ~~MGL c. 164, § 34A and DTE 98-76, 98-89, and 01-25~~. [R.I.G.L. §39-29-1 et seq.](#)

20.2 In the course of daily operation or maintenance, should the existing underground Attachment require replacement, relocation or other Material Change, the Attachment is to be relocated outside the underground Structure and the license is to be modified or terminated. The [LicenseeCustomer](#) is responsible for the construction of the proposed relocated Facilities and the removal of existing Facilities outside of [LicensorCompany](#)'s underground Structures where applicable. For Attachments within [LicensorCompany](#)'s Structures or co-existing within a singular common Structure which is also utilized by [LicensorCompany](#)'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 [LicensorCompany](#) at [LicenseeCustomer](#)'s expense.

20.3 [LicensorCompany](#) may exercise ~~their~~[its](#) Removal Rights and require [LicenseeCustomer](#) to remove its Attachments, and [LicenseeCustomer](#), at its expense, shall remove or have removed in accordance with this Agreement its Attachments from any of [LicensorCompany](#)'s Structures within fifteen (15) days of notice. If [LicenseeCustomer](#) (or its agents) fails to remove [LicenseeCustomer](#)'s Attachments from [LicensorCompany](#)'s Structures within the applicable time period, [LicensorCompany](#) shall have the right to remove the Attachments at [LicenseeCustomer](#)'s expense and without any liability on the part of [LicensorCompany](#) for damage or injury to [LicenseeCustomer](#)'s Attachments. If [LicensorCompany](#) exercises its Removal Rights to remove the Attachments, [LicensorCompany](#) 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, [LicenseeCustomer](#) shall be liable for the remaining expense. [LicenseeCustomer](#) shall be liable for and pay all fees pursuant to the terms of this Agreement to [LicensorCompany](#) until such Attachments are removed from [LicensorCompany](#)'s Structures.

20.4 Notwithstanding any other provision of this Agreement, this Agreement is not intended to, and does not by its terms, broaden or expand [LicensorCompany](#)'s Removal Rights.

21.0 **CHOICE OF LAW**

21.1 This Agreement shall be governed by and construed in accordance with the laws of the ~~Commonwealth~~[state](#) of ~~Massachusetts~~[Rhode Island](#) without regard to the conflict of laws principles contained therein.

22.0 **SEVERABILITY**

22.1 In the event that any provision or part of this Agreement or the application thereof to any party or circumstance is deemed invalid, against public policy, void, or otherwise

unenforceable by a court of competent jurisdiction, the remaining provisions or parts hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

23.0 NOTICES

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

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

~~Massachusetts~~[The Narragansett](#) Electric Company d/b/a National Grid
Attention: Manager, Community & Customer Management
~~40 Sylvan Road~~
~~Waltham, MA 02451-1120~~
[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:

~~Massachusetts~~[The Narragansett](#) Electric Company d/b/a/ National Grid
Attention: Outdoor Lighting and Attachments
40 Sylvan Road
Waltham, MA 02451-1120

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

24.0 ENTIRE AGREEMENT

24.1 The parties have freely entered into this Agreement and agree to each of its terms without reservation. Paragraph headings are for the convenience of the parties only and are not to be construed as binding under this Agreement. This Agreement constitutes the entire Agreement between LicenseeCompany and LicenseeCustomer, and all previous representations either oral or written, (including, but not limited to any and all previous license agreements for underground structures insofar as LicenseeCustomer 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.

MassachusettsThe Narragansett Electric Company d/b/a National Grid

By: _____

Name (Print): Susan Fleck

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

City/Town Name

By: _____

Name (Print): Authorized Signer

Title (Print): Title

APPENDIX I

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

(A) Attachment

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

(B) Field Survey

Whenever a Field Survey is required under this Agreement, LicenseeCustomer shall pay LicensorCompany for the expense thereof. The current standard charge assessed to LicenseeCustomer and all Other LicenseesCustomers for the Field Survey is ~~\$426.24~~130.00 per Attachment and is based on LicensorCompany's current estimated cost to perform and complete the Field Survey. Specific to each occurrence, any actions required by the LicensorCompany to remedy a Structure ingress or egress condition in compliance with applicable laws, regulations, codes and company policies and procedures is considered to be in addition to the Field Survey function. The LicenseeCustomer 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, LicenseeCustomer shall pay LicensorCompany for the expense thereof. Make-Ready Work may include, but is not limited to, the modification or replacement of the Structure within which LicenseeCustomer's Attachments will be placed to safely accommodate LicenseeCustomer's Attachments, and such other changes in the existing facilities within or upon such Structure as accommodating LicenseeCustomer's Attachments may require. Make-Ready Work expenses charged by LicensorCompany may also include the following:

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

(D) Other Charges and Fees

~~Licensee~~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 ~~Licensor~~Company, the following shall be applicable:

“Interest shall accrue and be payable to ~~Licensor~~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 ~~Licensee~~Customer under this Agreement.”

APPENDIX II

ADMINISTRATIVE FORMS AND NOTICES

INDEX OF ADMINISTRATIVE FORMS

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

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

Form A-1

APPLICATION FOR
UNDERGROUND SERVED STREET LIGHT ATTACHMENT LICENSE

DATE _____

LICENSEE

CUSTOMER

Street Address _____

City, State, Zip Code _____

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

LICENSEE

CUSTOMER

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

UNDERGROUND SERVED STREET LIGHT ATTACHMENT LICENSE

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

DATE _____

LICENSOR

COMPANY

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

NOTES:

1. Applications shall be submitted to ~~Licensee~~[Company](#).
2. Applications to be numbered in ascending order by municipality.
3. ~~Licensee~~[Company](#) will process in order of application numbers assigned by ~~Licensee~~[Customer](#).

Agreement Number: XXXX
Application Number _____

Form A-2

UNDERGROUND SERVED STREET LIGHT ATTACHMENT DETAILS

~~LICENSEE~~

CUSTOMER

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

Location
Reference

Structure Type
Reference

Attachment Description

_____ (Yes/No)

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

DATE _____

~~LICENSEE~~

CUSTOMER

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number XXXX
Application / Request No. _____

Form B-1

ESTIMATE FOR FIELD SURVEY

~~(Licensee)~~Customer

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

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

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

~~DATE~~ _____ ~~Date~~ _____

~~LICENSOR~~ _____ ~~Company~~ _____

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

AUTHORIZATION FOR FIELD SURVEY

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

DATE _____

~~LICENSEE~~ _____ ~~CUSTOMER~~ _____

By (Print Name) _____
Signature _____

Title _____

Telephone No. _____

Agreement Number: XXXX
Application / Request No.: _____

Form B-2

MAKE-READY WORK ESTIMATE

~~(Licensee)~~ Customer

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

TOTAL MAKE-READY CHARGES \$ _____

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

DATE _____

~~LICENSOR~~

COMPANY

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

AUTHORIZATION FOR MAKE-READY WORK

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

DATE _____

~~LICENSEE~~

CUSTOMER

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number: XXXX

Form D

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

LICENSEE

CUSTOMER

Street Address _____

City, State, Zip Code _____

In accordance with the terms and conditions of the [License Agreement for Underground Served Street Light Attachments](#) dated _____, notice is hereby given that specific Attachments to Structures, as listed below, in the municipality of _____, covered by permit number _____ were removed on _____.

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

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

DATE _____

By (Print Name) _____

Signature _____

Title _____

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

Use of Structures has been discontinued as above.

DATE _____

LICENSOR

COMPANY

By (Print Name) _____

Signature _____

Title _____

IDENTIFICATION TAGS

(A) GENERAL

This Appendix describes identification tags to be installed and maintained by [LicenseeCustomer](#) on its cables and other apparatus to allow [LicensorCompany](#) to readily identify the owner of such cables and apparatus.

(B) DESCRIPTION OF IDENTIFICATION TAGS



FIGURE 1: Identification Tag

The tags shall be yellow with black lettering. [LicenseeCustomer](#) shall be responsible for maintaining the legibility of identification tags at all times.

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

(C) PROCUREMENT OF TAGS

It shall be the responsibility of [LicenseeCustomer](#) to obtain, place, and maintain Identification tags.

(D) INSTALLATION OF IDENTIFICATION TAGS - UNDERGROUND APPLICATIONS

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

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

FORMForm F

LIGHTING SOURCE IDENTIFICATION LABELS

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