

March 17, 2014

BY HAND DELIVERY & ELECTRONIC MAIL

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

**RE: Docket 4442 - The Narragansett Electric Company d/b/a National Grid
Tariff Advice Filing for Customer-Owned Street & Area Lighting Proposal
Final Status Report**

Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a National Grid (“National Grid” or the “Company”), I have enclosed National Grid’s Final Status Report to the Rhode Island Public Utilities Commission and Request for Approval of its Proposed Rate S-05 Tariff (“Final Status Report”) in the above-referenced matter. The enclosed Final Status Report includes the following four attachments: Attachment A: National Grid’s Proposed S-05 Tariff; Attachment B: National Grid’s Agreement of Sale; Attachment C: National Grid’s Attachment Agreement for Customer-Owned Street and Area Lighting Attachments; and Attachment D: Summary of Key Differences Between National Grid and Municipalities Regarding Closing Documents.

Thank you for your attention to this matter. If you have any questions regarding this filing, please contact me at (781) 907-2121.

Very truly yours,



Raquel J. Webster

Enclosures

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

National Grid's Final Status Report to the Rhode Island Public Utilities Commission and Request for Approval of Its Proposed Rate S-05 Tariff

I. INTRODUCTION

The Narragansett Electric Company d/b/a National Grid (“National Grid” or the “Company”) respectfully submits this final status report and request for approval of its Proposed Rate S-05 Tariff (titled, Street and Area Lighting – Customer Owned Equipment S-05, Retail Delivery Service) (the “Proposed Tariff”), which the Company filed with the Rhode Island Public Utilities Commission (the “PUC”) pursuant to the Rhode Island Municipal Streetlight Investment Act, R.I. Gen. Laws § 39-30-1 *et seq.* (the “Act”). On December 3, 2013, the PUC held a hearing in this matter. After the hearing, the PUC instructed the Parties¹ to continue their negotiations in an effort to further narrow the disputed issues concerning the Company’s Proposed Tariff. Therefore, following the hearing, the Parties have had several in-person and telephonic negotiation meetings concerning the Proposed Tariff and ancillary Agreement of Sale and Attachment Agreement for Customer-Owned Street and Area Lighting Attachments (“Attachment Agreement”) (collectively, “Closing Documents”). These Closing Documents are the legal documents between the Customer and the Company that will govern the transfer of the street and area lighting facilities and the terms and conditions regarding the Customer’s attachment to the Company’s infrastructure. As explained in this memorandum, the Company was unable to reach a settlement with the Towns on all the disputed issues concerning the

¹In this memorandum, “Parties” refers collectively to National Grid, the Rhode Island League of Cities and Towns (the “League”), and the Washington County Regional Planning Council (“WCRPC”) (collectively, the “Towns”). The Rhode Island Office of Energy Resources and the Rhode Island Energy Efficiency Management Council are also parties to this docket, and participated in many of the negotiation sessions.

Proposed Tariff and Closing Documents. Accordingly, in this memorandum, the Company details the remaining unresolved issues between the Parties and the Company's positions on those issues.

Because safety, reliability, and efficiency are among the Company's most important priorities, the Company remains committed to effectively carrying out the purposes of the Act through the Proposed Tariff. The Towns have previously argued that the Company did not negotiate in good faith. The Company respectfully disagrees with this mischaracterization of the negotiations, and submits to the PUC that it has negotiated in good faith and made every attempt to accommodate the Towns' requested modifications, where appropriate and feasible. The Company's efforts are reflected in the modifications it has made to the Proposed Tariff and the Closing Documents since its initial filing with the PUC. However, as explained below, the Company was not able to accommodate all of the Towns' requests for modifications, and, therefore, requests that the PUC resolve the remaining unresolved issues between the Parties.

Accordingly, the Company respectfully requests that the PUC approve the Company's Proposed Tariff, attached to this memorandum as Attachment A, and grant the Company's requests, which are detailed in Section IV (Conclusion) of this memorandum.

II. PROPOSED TARIFF AND ANCILLARY CLOSING DOCUMENTS

A. Proposed Tariff

The Company respectfully requests that the PUC approve the Proposed Tariff attached to this memorandum as Attachment A. Although the Company made several modifications to the Proposed Tariff as a result of its negotiations with the Towns, there are still a few key differences upon which the Parties could not reach a consensus. The Company has not detailed all the changes it has made to

the Proposed Tariff as a result of its negotiations with the Parties.² Instead, in this memorandum, the Company has highlighted the remaining key differences for the PUC's review and resolution.

The Company respectfully requests that the PUC decide the following unresolved issues concerning the Proposed Tariff and approve the Company's version of the Proposed Tariff, attached as Attachment A.

1. Incorporating the Ancillary Closing Documents into the Body of the Proposed Tariff

Towns' Position:

The Towns maintain that the Company should incorporate what the Towns consider to be the essential elements of the Closing Documents into the Proposed Tariff. As explained below, the Company disagrees with this approach, and, unfortunately, the Parties were unable to reach a consensus on this issue during their negotiations.

Company's Position:

The Company has not modified the Proposed Tariff to incorporate language from the Closing Documents directly into the body of the Proposed Tariff. The Company has consistently maintained that the Proposed Tariff is intended to govern the provision of retail delivery service to municipal customers who opt to purchase and own the Company's street lighting equipment pursuant to the Act.³ These Closing Documents are legal contractual documents between the individual city or town and the Company for the purchase and transfer of the street and area lighting assets and should be

² The Company has previously detailed such changes in prior filings (i.e., joint status reports) with the PUC. If it will aid the PUC in resolving the issues, the Company can submit a separate memorandum detailing all the changes it has made to the Proposed Tariff and Closing Documents as a result of its negotiations with the Towns.

³ During the negotiations, the Towns requested that the Company include the Field Survey Charge (that was referenced in the Attachment Agreement) in the Proposed Tariff. The Company has made this change.

separate from the Proposed Tariff, similar to the Company's other attachments and interconnection policies and agreements that address issues related to connections to the Company's distribution system.⁴ Moreover, the Company maintains that the Attachment Agreement, which specifies all applicable terms and conditions associated with customer-owned lighting attachments, should be a separate and unregulated document. This approach has been successful in other service territories and with other utilities; it also minimizes the time required to make changes by eliminating the regulatory approval process. Nonetheless, should the PUC decide to approve the ancillary Closing Documents in this docket, the Company respectfully requests that the PUC approve the Company's version of the Closing Documents attached to this memorandum as Attachments B (Agreement of Sale) and Attachment C (Attachment Agreement for Customer-Owned Street and Area Lighting Attachments).

The Towns have argued that the Act requires the Company to incorporate the language of the Closing Documents into the Proposed Tariff because the Act states that the alternative tariff rate must provide "for the use by such municipality of the space on any pole, lamp post, or other mounting surface previously used by the electric distribution company for the mounting of the lighting equipment." R.I.G.L. § 39-30-3(a)(1). The Company disagrees with this interpretation and maintains that the tariff rate it has proposed fully complies with this provision of the Act. Indeed, under the Proposed Tariff, municipal customers who opt to purchase the Company's street lighting equipment

⁴ Notably, as a matter of practice, the Company keeps its retail delivery service tariffs separate from any ancillary agreements or documents that are related to the services governed by the tariffs. For example, the Company's line extension agreements are included as appendices to the Terms and Conditions for Distribution Service, and the Company's Standards for Interconnecting Distributed Generation is a stand-alone tariff provision.

will have the right to use the space on any pole, lamp post, or other mounting surface that the Company previously used for its streetlight facilities. Having separate Closing Documents that will govern the sale and asset transfer transaction and the terms and conditions of the municipal customers' attachments to the Company's infrastructure does not change this fact. In short, the Company does not believe that the above-quoted section of the Act or any other provision of the Act requires the Company to incorporate the Closing Documents into the Proposed Tariff.

Company's Request to the PUC:

The Company has numerous tariffs that are specifically designed to govern the provision of retail delivery service and does not customarily incorporate ancillary agreements or other documents into the body of those tariffs. Therefore, for the foregoing reasons, the Company requests that the PUC approve the Proposed Tariff attached as Attachment A, and deny any request from the Towns for the Company to incorporate the ancillary Closing Documents into the Proposed Tariff.

2. Offering One Additional Operating Schedule to the Company's Proposed Tariff

Towns' Position:

Initially, the Towns were not satisfied with the Company's proposed wattage ranges and operating schedules, as detailed in the earlier drafts of the Proposed Tariff. However, after negotiations, the Company modified its original proposal with regard to Light Emitting Diode ("LED") wattage ranges and Dimming and Part-Night Service operating schedules. Specifically, the Company added an additional LED wattage range, and the Towns have indicated that this additional

wattage range is adequate.⁵ Additionally, after receiving input from the Towns, the Company modified the operating schedules by changing its original proposal of Dimming at 50% (3,615 annual operating hours) and Part-Night off period of 5.5 hours (2,301 annual operating hours) to Dimming at 70% (3,737 annual operating hours) and Part-Night off period of 4 hours (2,715 annual operating hours). The Towns, however, maintain that the Proposed Tariff should allow for the flexibility of dimming at 30% or 50% energy reduction for a four-hour period per night. As described below, the Company is unable to accommodate the Towns' request for this second dimming schedule.

Company's Position:

The Company is unable to accommodate the Towns' request for an additional dimming option in the Proposed Tariff because of billing system constraints. The current options in the Proposed Tariff will utilize all available space within established billing code tables. Any additional schedules will require the reconfiguration of existing billing code table designs, impacting the programming associated with these tables throughout the billing system. These table modifications will be costly because they require significant time for development and quality control testing prior to deployment. During the negotiations with the Towns, the Company has repeatedly cautioned that it must be able to deliver on *all* the promises it makes in the Proposed Tariff. As such, the Company cannot include the additional dimming schedule the Towns have requested because the Company's billing system is not equipped to handle the requested change. Indeed, once the PUC approves the Proposed Tariff and municipal customers indicate that they are interested in purchasing the

⁵The Company has modified the billable LED wattage ranges by increasing the wattage ranges from six (6) to seven (7). The Company structured the modified wattage range scale to accommodate the Towns' position relating to (i) the relative proportions of existing lamp wattage population (addressing the greater quantities of 50, 70, and 100 watt high pressure sodium ("HPS")); and (ii) the proposed LED luminaire wattages to provide equivalent delivered lumens.

Company's street and area lighting assets pursuant to the Act and the Proposed Tariff, the Company must be able to effectuate the transaction and provide service for such municipal customers under the Proposed Tariff within the time constraints specified in the Act; the Company, therefore, cannot make modifications to the Proposed Tariff that it will not be able to execute.

Throughout this proceeding, the Towns have argued that the Company's Proposed Tariff fails to meet the requirements of the Act. The Company disagrees and believes that it has exceeded the requirements of the Act, which provides in part that "[t]he new tariff shall be structured so as to allow options for various street lighting controls, including both conventional dusk/dawn operation using photocell or scheduling controls, as well as schedule-based dimming or on/off controls that dim or turn off street lights during periods of low activity." R.I.G.L. § 39-30-3(a)(1). The Company has met and exceeded these requirements in its Proposed Tariff. Specifically, the Company has modified its standard unmetered street light billing structure to accommodate the additional operating schedules in the Proposed Tariff. Additionally, the Company's Proposed Tariff allows the customer to use commercially-available control devices to operate the street lights as desired. The operating conditions and schedules of each individual device will be used to determine the representative hours of operation for that device, which will then be applied to the established Company schedules to determine the applicable kWh usage and resulting energy-related charges. Notwithstanding the flexible options the Company has included in the Proposed Tariff, the Towns have demanded even more options to vary the operation of their street lights. The Towns make these demands without truly knowing the value of any marginal benefit that would ultimately be offset by the cost the

Company would inevitably incur to provide such variability. The Company maintains that these demands are short-sighted and exceed the requirements of the Act.

Company's Request to the PUC:

For the foregoing reasons, the Company respectfully requests that the PUC approve the Proposed Tariff, attached as Attachment A, and deny any request from the Towns to further modify the operating schedules that are included in the Proposed Tariff.

3. Metering

Town's Position:

A major difference between the Parties in this matter involves metering street light facilities through the use of remote adaptive control technology. The Towns maintain that metered street lights are used in other parts of the country and have requested that the Company revise the Proposed Tariff to allow for the billing of energy used by individual street or area lights based on the new metering technology. The Towns have emphasized that metering technology would provide billing information directly to National Grid, and control devices that include meters within the device would provide the towns with a measurement of energy consumed along with unlimited options for dimming or timed operations.

Although the Company acknowledges the future potential benefits of metering technology, it is unable to offer metering as an option in the Proposed Tariff, which is for unmetered service, and it is premature to do so at this time. Moreover, contrary to the Town's arguments, the Company does not believe that the Act requires the Proposed Tariff to include a metering option. Under the Proposed Tariff, municipal customers have the option of using dimming control devices for

unmetered billing. Notably, during the hearing and negotiations in this docket, the Company has indicated that it is willing to explore a limited pilot to examine the feasibility of metering technology for street and area lighting customers.

Company's Position:

As noted above, the Company is unable to offer metering technology under the Proposed Tariff, which is specifically designed for *unmetered* service. As such, the Company does not believe it is appropriate to include any references to metering in the Proposed Tariff (as the Towns have requested) since this is a service that the Company cannot currently offer to street and area lighting customers. The Towns have noted that the Company does meter certain street and area lighting applications. Currently, however, metered service is available to outdoor lighting customers in certain limited situations, such as traffic signals, on Small C&I Rate C-06, utilizing company-owned standard billing meters. In addition to these general reasons, the Company respectfully requests that the PUC deny any request from the Towns to require the Company to offer metering as an option in the Proposed Tariff for the specific reasons described below.

A. The Act does not Require that the Proposed Tariff Include a Metering Capability

The Company maintains that the Act does not require the Company to include metering as an option in the Proposed Tariff. The Towns disagree and maintain that the Act contemplates metering technology. The language in the Act is specific with regard to the design of the new tariff, and provides in part that:

The new tariff shall *use existing usage calculation methods* and existing rates for any currently existing lighting equipment, only setting reasonable

new rates for newly adopted lighting equipment. The new tariff shall be structured so as to allow options for various street lighting controls, including both conventional dusk/dawn operation using photocell or scheduling controls, as well as *schedule-based* dimming or on/off controls that dim or turn off street lights during periods of low activity.

R.I. Gen. Laws § 39-30-3(a)(1) (Emphasis added).

Notably, the Act provides that the Proposed Tariff shall use “existing usage calculation methods” and provide schedule-based dimming or part night options, which contradicts the Towns’ argument that the Company is required to include a metering option in the Proposed Tariff. Moreover, as described above, the Company has exceeded the requirements of the Act, as demonstrated by the options available under the Proposed Tariff.

B. It is Premature to Offer Metering At This Time

The Company recognizes that there may be benefits to improving technology and implementing metering-enabled controls for street and area lighting customers. Notwithstanding these potential benefits, however, there are many uncertainties and challenges with metering technology and it is premature to offer such technology in the Proposed Tariff at this time. As the Company has repeatedly explained to the Towns, the Company must be able to deliver on the services it offers in the Proposed Tariff, and, at this point, it is not feasible for the Company to offer metering to outdoor lighting customers. Metered service for outdoor lighting customers would represent a fundamental shift in policy for the Company. The Company’s Terms and Conditions (“T&Cs”) for Distribution Service require that all meters be installed and maintained by the Company. In addition, the T&Cs also contain penalty provisions for meter tampering and denying Company access to meters. These

provisions allow the Company to ensure that customers are billed correctly for the kWh they consume. At a minimum, customer-owned metering would require a revision of the T&Cs to implement specific provisions applicable to customer-owned meters. In addition, the Rhode Island Division of Public Utilities and Carriers' (the "Division") Standards Prescribing Service for Electric Utilities ("Standards") contain specific meter accuracy and testing requirements and specific remedies for meters found to be inaccurate. The Standards are applicable only to electric utility companies. Therefore, it is unclear what meter accuracy and testing requirements, if any, would apply to customer-owned meters.

In addition to the policy issues involving customer-owned metering, there are currently many unanswered questions concerning metering technology, which continues to evolve. While the Towns maintain that high quality and accurate metering technology is available in the market, the Company would have little ability to control the type of technology purchased and installed by individual municipalities. Indeed, at this time, no party to this proceeding has provided an estimate of the cost necessary to implement the required system changes, nor proposed a method of recovering those costs. In his comments in this docket, the Division's consultant, Richard Hahn (La Capra Associates, Inc.) agreed that it was premature to require metering services at this time. He also correctly noted that adding a metering capability to the Proposed Tariff will increase costs and result in a higher rate being charged by the Company. (*See* November 26, 2013 comments of Richard Hahn in Docket No. 4442 at p. 6).

The Company is also concerned with the customer's sole capability of managing the metering data accuracy and security prior to submission to the Company for billing purposes. Any

manipulation of data that results in discrepancies between energy consumed and reported may impact Independent System Operator – New England quantitative metrics and, ultimately, electricity suppliers. The impact of these adjustments will be a burden upon all other customers.

The Company is continually monitoring the developmental progress of this technology. At such time as the industry determines that the technology has matured enough to meet established standards and maintains a stable cost structure, the Company will consider adoption of the technology through the application of a separate tariff for metering-capable street and area lighting. The associated provisions and rates would appropriately deal with all incurred costs while establishing a protocol for maintaining billing data integrity and security.

C. The Company Has Agreed to Consider a Limited Pilot Program to Explore Metering

As further described below, the Company is willing to explore metering through a limited pilot program. The Towns, however, have requested that the Company include a metering option in the Proposed Tariff during such a pilot, despite the Company's explanation that it cannot agree to include a metering option at this time. The Company has also explained that it would strongly prefer to file a separate tariff to provide metering as an option for street lighting customers when that becomes a reasonable option. This is because from a billing system perspective, the combination of an unmetered billing methodology and a metered billing methodology under a single tariff will cause significant complexities in the Company's billing system and possibly result in billing and other errors. As such, the Company would strongly prefer separate tariffs to allow for a more efficient evaluation of and modification to existing billing and meter data collection system applications.

Company's Request to the PUC:

For the foregoing reasons, the Company respectfully requests that the PUC approve the Proposed Tariff attached as Attachment A, and deny any request by the Towns for the Company to include a metering option in the Proposed Tariff.

4. Pilot Program

Towns' Position:

During the hearing and negotiations in this docket, the Company explained that it was willing to explore a limited pilot to examine the operating performance, efficiency, and accuracy of metering technologies as well as the various policy issues relating to customer-owned metering. The Towns have proposed terms for such a pilot and would like the Commission to approve the terms of the pilot within the scope of this docket.

Company's Position:

National Grid does not believe that the PUC should approve the terms of any metering pilot program in the scope of this docket, which relates to the review of the Proposed Tariff pursuant to the Act. It is important to establish the specific terms of a pilot program as a collaborative process with all interested stakeholders, to ensure that the goals of each participant are aligned, that the cost of the pilot is identified, and that the method of cost recovery is agreed upon. Before it can agree to any specific proposals relating to a metering pilot program, the Company requires more time to determine the scope, implementation requirements, and cost, as well as obtain executive approval to move forward with a pilot program. In the future, if the Parties were to agree upon the terms of a metering

pilot, National Grid would submit a proposal, along with a proposed cost recovery plan, for the PUC's review and approval prior to the implementation of a pilot program.

Company's Request to the PUC:

The Company requests that the PUC deny any requests from the Towns to include the terms and conditions of any metering pilot program in the scope of this docket. The PUC opened this docket to examine the Company's Proposed Tariff, which the Company was required to file pursuant to the Act. Expanding this docket to include a review of the terms, conditions, and proposals of a metering pilot goes beyond the scope of this docket. While the Company acknowledges the potential benefits of exploring a limited metering pilot program, it needs time to carefully consider these issues and cannot be restricted to the Towns' expedited timeline and demands relating to a metering pilot program. Additionally, the Company also respectfully requests that the PUC deny any request from the Towns to open a new docket at this time to address any metering pilot program until all parties have a comprehensive understanding of the implementation impacts of the new metering technology upon established policies, procedures, and business applications.

B. Ancillary Closing Documents

The Company respectfully requests that the PUC approve the ancillary Closing Documents attached to this memorandum as Attachment B (Agreement of Sale) and Attachment C (Attachment Agreement).⁶ As demonstrated by the document attached to this memorandum as Attachment D

⁶ Similar Closing Documents are currently used in Massachusetts when a Massachusetts city or town exercises its right to purchase street and area lighting facilities from Massachusetts Electric Company d/b/a National Grid ("Mass. Electric") pursuant to M.G.L. c. 164, § 34A and the Mass. Electric's Street and Area Lighting – Customer Owned Equipment S-5, Retail Delivery Service Tariff ("Rate S-5 Tariff"). In Massachusetts, these Closing Documents are not part of the Mass. Electric Street and Area Lighting – Customer Owned Equipment S-5, Retail Delivery Service Tariff, and were not

(titled, “Summary of Key Differences between National Grid and Municipalities”), the Parties were also unable to reach a consensus on many issues relating to the Closing Documents. During negotiations, it became clear to the Company that the Towns believe they should have almost limitless rights once they purchase the Company’s street lighting equipment and attach to the Company’s infrastructure. However, the Act makes it clear that “[t]he municipality is subject to the same terms and conditions that pole owners make to others that attach to the poles.” R.I. Gen. Laws § 39-30-3(d)(i). The Attachment Agreement is not optional; rather, it is an important document that will govern the terms and conditions and rights and responsibilities between the Company and municipal customers who attach their street lighting equipment to the Company’s infrastructure. Importantly, all attachers to the Company’s infrastructure must execute some form of attachment agreement with the Company.

The Company has only addressed a few of the major differences below, and refers the PUC to Attachment D for a description of the remaining disputed issues between the Company and the Towns concerning the Closing Documents. The Company acknowledges that there are many unresolved issues between the Parties concerning the Closing Documents. However, it is critical that the Company maintain the form of its Closing Documents because these documents govern the very important rules and responsibilities for municipalities that will attach to the Company’s infrastructure. Before the PUC resolves the issues relating to the Closing Documents, the Company respectfully requests a meeting (or technical session) with the Parties and the PUC to further explain the

approved by the Massachusetts Department of Public Utilities. Similar to the Proposed Tariff in this docket, the Closing Documents are referenced in the Mass. Electric Rate S-5 Tariff. Note that the Closing Documents proposed in this docket were almost identical to the Closing Documents used in Massachusetts until the Company revised the Closing Documents as a result of negotiations in this docket.

Company's positions concerning the Closing Documents because the Company believes that such a meeting would greatly assist the PUC in resolving the issues concerning the Closing Documents.

In addition to the disputed issues outlined in Attachment D, the Parties were unable to resolve the following issues concerning the Closing Documents:

1. Warranties

Towns' Request:

The Towns have requested that the Company transfer title to the facilities and any existing product warranties at the time of sale.

Company's Position:

The Company cannot transfer any warranties at the time of sale, and does not have any specific documentation that includes warranty information regarding the street lighting equipment it will sell pursuant to the Proposed Tariff and the Act. As noted in the Closing Documents, this is an "as is, where is" transaction, which means that the buyer (municipality) must perform its own due diligence in determining the warranty provisions related to transferred equipment. Indeed, the Act requires the municipalities to perform due diligence. *See* R.I. Gen. Laws § 39-30-3(a)(3) (emphasis added) (noting in part that "[a]fter due diligence, including an analysis of the cost impact to the municipality, [the municipality may] acquire all of the public street and area lighting equipment of the electric distribution company in the municipality . . ."). In short, the Company does not have documentation that includes readily available warranty information for the street lighting equipment it will sell and, thus, it cannot transfer any product warranties at the time of sale. Moreover, this is an

“as is, where is” transaction, and the Company is not responsible for the cost and resources necessary to perform the Town’s due diligence activities.

2. Assignment of Rights

Towns’ Position:

The Towns maintain that they should be able to assign their attachment rights to third parties without the prior written consent of the Company. To support this argument, the Towns note that their attachment rights are statutory and cannot be prescribed by the Company.

Company’s Position:

The Company disagrees with the Towns’ overly broad interpretation of the Act, and maintains that the municipalities cannot freely transfer agreement or attachment rights to third parties without the express consent of the Company. As such, the Company maintains that Sections 12.3 of the Company’s Attachment Agreement is appropriate. This section provides that:

Pole and Structure space licensed to Customer hereunder is for Customer's exclusive use only and is licensed to Customer for the sole purpose of permitting Customer to place or retain existing Attachments. Customer shall not lease, sublicense, share with, convey, or resell to others any such space or rights granted hereunder. Customer shall not allow a third party, including affiliates, to place attachments or any other equipment anywhere on Attachments, upon Poles or within Structures, including, without limitation, the space on Poles or within Structures licensed to Customer for Customer’s Attachments, without the prior written consent of Company.

Attachment Agreement at § 12.3 (emphasis added). Nothing in the Act permits the municipalities to freely transfer their attachment rights to third parties. What the Act does make clear, however, is that “[t]he municipality is subject to the same terms and conditions that pole owners make to others that

attach to the poles.” R.I.G.L. § 39-30-3(d)(i). The Attachment Agreement and Agreement of Sale are legal documents between the Company and the individual municipal customers who opt to purchase the Company’s street lighting equipment pursuant to the Act. There is nothing unreasonable about the Company’s requirement that municipal customers receive the Company’s written consent before assigning their attachment rights to third parties. Further, the Proposed Tariff is only available to “any municipal city or town.” (See Attachment A). The Company does not have a tariff for customer-owned streetlight service available to other customers.

3. Termination of License

Town’s Position:

Section 15.3 of the Attachment Agreement provides in part that “the Company may at any time terminate a license for any Attachment(s) in accordance with this Agreement provided written notice of such termination is received by Customer no less than fifteen (15) days prior to proposed actions causing conflict with the existing Attachment(s).” Attachment Agreement at § 15.3. The Towns maintain that the Company cannot exercise such termination rights because their attachment rights are statutory and cannot be prescribed by the Company.

Company’s Position:

The Company disagrees that the Act provides municipal customers with limitless attachment rights. Although the Company cannot conceive of many situations that would require it to terminate the municipal customer’s attachment rights, the Company must maintain such termination rights in the event that circumstances arise that warrant termination.

4. Transfer of existing easement/license rights

Towns' Position:

The Towns have requested that the Company transfer all easement rights associated with existing street and area lighting facilities to the Towns. The Towns have also requested that, prior to the transfer, the Company agree to work with municipal customers to resolve any impediment to the operation of any street lighting attachments or facilities. Finally, the Towns have requested that as part of the purchase price, the Company produce all documentation it has concerning the Company's easement and license rights.

Company's Position:

This is an "as is, where is" transaction, and the Company is only required to provide exclusive rights as part of the sales transaction. In addition, the Company cannot provide the Towns with all easements or license rights, or documentation of such rights for the following reasons:

- The Company cannot assign all its rights under existing easements or other agreements because it must retain the right to maintain its own facilities and equipment;
- The Company does not have the right to grant third parties easement rights over another party's property, and doing so will expose the Company to liability to the underlying property owners;
- The Act does not require the Company to assign its rights to the municipalities; rather, the Act requires the underlying property owners to accept the municipality as the new owner of the street lighting facilities with the same rights to maintain such facilities on the property as those granted to the Company. Specifically, the Act provides that: "When a municipality exercises its option pursuant to subsection (a) anyone other than the electric distribution company controlling the right to use space on any pole, lamp post, or other mounting surface previously used by the electric distribution company in such municipality shall allow the municipality to assume the rights and obligations of the electric distribution company with respect to such space for the unexpired term of any lease, easement, or other agreement under which the electric distribution company used

such space.” R.I. Gen. Laws § 39-30-3(d) (emphasis added). The Company interprets this provision to mean that the municipality’s rights are conferred by statute, and there is no need for the Company to assign any rights; and

- It is the municipality’s responsibility as the buyer to conduct its own due diligence (i.e., a title search) in connection with the street lighting sale transaction. The Act clearly contemplates that the municipality will perform its own due diligence, and it would be unfair to shift that cost responsibility to the Company, which would be unable to recover the costs of performing the municipality’s due diligence. Importantly, such due diligence costs are not included in the transaction value of the street and area lighting sale.

Easements in connection with the Company’s street lighting system exist in very limited circumstances, and the Company does not have a definitive record to identify or locate these individual occurrences for the purpose of assembling the documentation the Towns have requested. Moreover, the Company believes that the municipalities are responsible for performing due diligence in connection with the street lighting sale transaction. Finally, the majority of easements applicable to street and area lighting are associated with public property that is owned and managed by the Towns. With the exception of the terms and conditions established through applicable regulatory-approved tariffs, no other easement documentation is available for such easements.

5. Liability and Insurance

Towns’ Position:

The Towns argue that the liability and insurance provisions in the Attachment Agreement should either be removed, or made reciprocal so that they also apply to the Company. See Company’s Attachment Agreement at sections 9 and 10.

Company's Position:

The Company believes that the "as is, where is" sale will negate or limit any negligence claims against the Company associated with the purchased street lighting attachments. Therefore, the Company has not modified the liability and insurance provisions in the Attachment Agreement, as requested by the Towns.

III. CONCLUSION

For the foregoing reasons, the Company respectfully requests that the PUC:

1. Approve its version of the Proposed Tariff attached to this memorandum as Attachment A;
2. Decline to approve the ancillary Closing Documents in this docket, or in the alternative, approve the Company's version of the Agreement of Sale and Attachment Agreement, attached to this Memorandum as Attachment B and Attachment C, respectively;
3. Find that the Company is not required to incorporate the ancillary Closing Documents into the body of the Proposed Tariff;
4. Find that the Company is not required to modify the Proposed Tariff by adding a second dimming schedule as requested by the Towns;
5. Find that the Company is not required to include a metering option in the Proposed Tariff; and

6. Decline any requests to include a metering pilot program within the scope of this docket, and decline to open a new docket to address such a metering pilot program.

Respectfully submitted,

**The Narragansett Electric Company
d/b/a National Grid**

By its attorneys,



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Date: March 17, 2014

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4442
Customer-Owned Street & Area Lighting Proposal
National Grid's Final Status Report of Negotiation Meetings
Attachment A

Attachment A
Proposed Rate S-05 Tariff

THE NARRAGANSETT ELECTRIC COMPANY

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

AVAILABILITY

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

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

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

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

STREET AND AREA LIGHTING – CUSTOMER-OWNED EQUIPMENT

RATE

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

1. Annual Billable kWh Deliveries

Incandescent & High Intensity Discharge (HID) Light Sources:

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

THE NARRAGANSETT ELECTRIC COMPANY

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

RATE (CONTINUED)

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

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

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

Solid State Lighting (SSL) Sources

<u>Light Source Type</u>	<u>Nominal Wattage² (Range)</u>	<u>Billable Wattage</u>	<u>Annual Billable kWh Delivered</u>			
			<u>Continuous</u>	<u>Dusk-To-Dawn</u>	<u>Operating Schedule</u>	
					<u>Dimming-70%</u>	<u>Part-Night-4hr</u>
Light Emitting Diode (LED)	0.1 to 20.0	10	88	42	37	27
	20.1 to 40.0	30	263	125	112	81
	40.1 to 60.0	50	438	209	187	136
	60.1 to 100.0	80	701	334	299	217
	100.1 to 140.0	120	1,051	501	448	326
	140.1 to 220.0	180	1,577	752	673	489
	220.1 to 300.0	260	2,278	1,086	972	706

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

2. Other Fees and Charges:

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

THE NARRAGANSETT ELECTRIC COMPANY

**STREET AND AREA LIGHTING – CUSTOMER OWNED EQUIPMENT S-05
RETAIL DELIVERY SERVICE****3. Rates for Retail Delivery Service**

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

RATE ADJUSTMENT PROVISIONS**Transmission Service Charge Adjustment**

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

Transition Charge Adjustment

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

Standard Offer Adjustment

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

Energy Efficiency Programs

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

Infrastructure, Safety and Reliability Provision

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

Customer Credit Provision

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

LIHEAP Enhancement Plan Provision

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

Revenue Decoupling Mechanism Provision

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

THE NARRAGANSETT ELECTRIC COMPANY

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

Net Metering Provision and Qualifying Facilities Power Purchase Rate

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

Pension Adjustment Mechanism Provision

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

STANDARD OFFER SERVICE

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

GROSS EARNINGS TAX

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

DETERMINATION OF MONTHLY BILL

The monthly bill will be based on the following:

1. ENERGY CHARGES

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

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

Hours of Operation

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

1. Continuous – Street and area lights operate continuously each day of the year, a total of approximately 8,760 hours each year.
2. Dusk-To-Dawn – Street and area lights operate daily at full energy requirements from approximately one-half hour after sunset until approximately one-half hour before sunrise, a total of no greater than 4,175 hours each year.

THE NARRAGANSETT ELECTRIC COMPANY

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

Hours of Operation (continued)

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

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

Monthly Operating Hour Equivalents

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

Table of Monthly Operating Hour Equivalents (Hrs)

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

2. OTHER FEES AND CHARGES

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

THE NARRAGANSETT ELECTRIC COMPANY

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

INVENTORY OF LIGHTS

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

TERMINATION OF SERVICE

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

TERMS AND CONDITIONS

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

Effective: TBD

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4442
Customer-Owned Street & Area Lighting Proposal
National Grid's Final Status Report of Negotiation Meetings
Attachment B

Attachment B
Agreement of Sale

AGREEMENT OF SALE

This Agreement of Sale ("Agreement"), is made as of this ____ day of Month, 20__ by and between The Narragansett Electric Company d/b/a National Grid, a corporation organized and existing under the laws of the State of Rhode Island, having its principal place of business at 280 Melrose Street, Providence, Rhode Island, 02907, (hereinafter referred to as the "Seller" or the "Company" and the City or Town Name, a municipality organized and existing under the laws of the State of Rhode Island, having its principal place of business at Street Address, City/Town, Rhode Island, Zip Code (hereinafter referred to as the "Buyer"). The Seller and the Buyer may hereinafter be referred to individually as a "Party", and, collectively, as the "Parties."

RECITALS

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

WHEREAS, the Buyer has exercised its rights under R.I.G.L. § 39-30-1, *et seq.* to buy the Company's existing outdoor street and/or area lighting and associated equipment located within the boundary limits of the City/Town Name as shown and described on Exhibit A attached hereto and made a part hereof (each, individually, a "Facility" and, collectively, the "Facilities"); and

WHEREAS, pursuant to R.I.G.L. § 39-30-1, *et seq.*, Seller shall transfer the Facilities to the Buyer, subject to the terms and conditions of this Agreement; and

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

WHEREAS, Buyer will hereby purchase street and/or area lighting Facilities located in or upon Company's infrastructure pursuant to R.I.G.L. § 39-30-1, *et seq.*, and desires to retain and/or make light attachments of existing Facilities in or upon structures of Company pursuant to the Agreement for Customer-Owned Street and Area Lighting Attachments between Seller and Buyer set forth in Exhibit C attached hereto.

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

I. BASIC UNDERSTANDINGS

1. The Seller agrees to sell, and Buyer agrees to purchase, the Facilities, subject to the terms and conditions of this Agreement, the S-05 Tariff and R.I.G.L. § 39-30-1, *et seq.*, on an "as is, where is" basis.
2. Upon Closing (as defined below), the Seller will convey to the Buyer all of its rights, title and interests in such Facilities.
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.
4. As of the Closing Date (as defined below), the Buyer shall assume all responsibilities and obligations associated with ownership of the Facilities, including, without limitation, those contemplated by this Agreement and the S-05 Tariff.

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

II. PURCHASE PRICE

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

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

III. CLOSING, TITLE AND DISCLAIMER OF WARRANTIES

1. **CLOSING:** The closing of the purchase and sale of the Facilities ("Closing") shall occur on or about Month __, 20__ or such other date as may be mutually agreed by the Parties ("Closing Date"). At the Closing, Buyer shall pay the Purchase Price to Seller, and Seller shall deliver to the Buyer a Bill of Sale in the form attached hereto as Exhibit B (the "Bill of Sale"), incorporated herein by reference.

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

3. **CONDITION PRECEDENT:** The Closing shall be conditioned upon the execution of the Agreement for Customer-Owned Street and Area Lighting Attachments between Seller and Buyer in the form attached hereto as Exhibit C, incorporated herein by reference.

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

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

(b) THE FACILITIES ARE SOLD "AS IS WHERE IS". THERE ARE NO PROMISES, COVENANTS OR UNDERTAKINGS WITH RESPECT TO THE FACILITIES OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, EXCEPT AS SET FORTH EXPRESSLY HEREIN. THE EXPRESS COVENANT SET FORTH IN THE BILL OF SALE IS IN LIEU OF, AND SELLER DISCLAIMS, ANY AND ALL OTHER WARRANTIES, GUARANTEES, PROMISES, CONDITIONS, UNDERTAKINGS OR REPRESENTATIONS (WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE FACILITIES OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF

MERCHANTABILITY OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT SELLER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), OR COMPLIANCE WITH THE NATIONAL ELECTRIC CODE (NEC), NATIONAL ELECTRIC SAFETY CODE (NESC), OR THE RULES, REGULATIONS, AND PROVISIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. IN ADDITION, THE SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY THIRD PARTY WITH RESPECT TO THE FACILITIES OR ANY PART THEREOF. ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE FACILITIES ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE SELLER AND THE SELLER MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

IV. OWNERSHIP AND ATTACHMENT/EASEMENT RIGHTS

1. **DEMARCATION OF OWNERSHIP:** The point of ownership demarcation shall be deemed to be the existing connection point where the applicable street light Facility is energized from the electric distribution system ("Connection Point"). The Seller shall retain ownership of the electric distribution system up to and including the Connection Point. Buyer shall own the street lighting system from the Connection Point to the luminaire inclusive of the applicable Facilities. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Seller shall, in its sole discretion, define the Connection Point.
2. **THIRD PARTY LIGHTING:** Lighting facilities (including, without limitation poles, standards, arms, brackets, wires, cable, conductor, conduit, foundations and luminaires) owned by Seller and used to provide regulated lighting services to independent third party customers (each, a "Third Party Lighting Asset" or collectively, the "Third Party Lighting Assets") shall not be included in the Facilities that are being transferred to the Buyer through this Agreement. The transfer of Facilities shall exclude facilities upon which Third Party Lighting Assets are attached, physically and/or electrically; provided, however, the Seller shall transfer the requested luminaires and associated brackets or arms to the Buyer on these facilities upon which Third Party Lighting Assets are attached. The Seller shall continue to provide the regulated lighting services to independent customers in the City/Town of City/Town Name after the Closing Date.
3. **JOINT USE INFRASTRUCTURE:** The Buyer understands that some of the Facilities are currently installed or otherwise coexist ("Coexisting Facilities"), in whole or in part, on or within Seller's conduit, vaults, or other Seller facilities, assets or infrastructure ("Joint-Use Structures"), and that such Coexisting Facilities shall not be separated from the Joint Use Structures prior to Closing.
4. **ATTACHMENT RIGHTS:** Pursuant to R.I.G.L. § 39-30-1, *et seq.*, Seller shall provide attachment rights to the Buyer for the Facilities to the Seller's support infrastructure and electric distribution system in accordance with the terms in the Agreement for Customer-Owned Street and Area Lighting Attachments set forth in Exhibit C, attached hereto.
5. **EASEMENT/ACCESS RIGHTS:** Seller shall assign to Buyer the non-exclusive right, in common with Seller and others entitled thereto, to maintain and operate the Facilities under any existing easement, license, grant of location or other agreement associated with said Facilities, to the extent assignable and allowed by such easements, licenses, grants of location or other agreements without any warranties or representations whatsoever.

V. LIABILITY

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

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

VI. INDEMNIFICATION

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

The Buyer agrees, to the extent permitted by law and to the extent of the Buyer's insurance coverage to defend and to pay, protect, indemnify and save harmless the Seller, its affiliates and their officers, directors, employees, agents, successors and assigns against and from any and all liabilities, claims, suits, fines, penalties, damages, personal injury, losses, fees (including reasonable attorneys' fees), costs, and expenses arising out of or in connection with this Agreement resulting from any act, failure or omission on the part of the Buyer or its officers, officials, employees, representatives or contractors.

VII. 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.

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

VIII. MISCELLANEOUS

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

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

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

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

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

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

Buyer:

City/Town Name

Street Address

City/Town, State Zip Code

Attention: _____

Seller:

The Narragansett Electric Company d/b/a National Grid

40 Sylvan Avenue

Waltham, MA 02451

Attention: Outdoor Lighting & Attachments

7. **APPLICABLE STATUTE AND TARIFF.** The Parties understand and agree that this Agreement is made pursuant to R.I.G.L. § 39-30-1 *et seq.*, and shall be subject to the terms of the S-05 Tariff. To the extent there is any conflict between this Agreement and the S-05 Tariff, the S-05 Tariff shall govern.

{Signatures on the following page.}

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

City/Town Name	The Narragansett Electric Company d/b/a National Grid
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A
DESCRIPTION OF STREET AND AREA LIGHTING FACILITIES

EXHIBIT B

BILL OF SALE

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

[Description of Facilities –Exhibit A]

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

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

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

The Narragansett Electric Company d/b/a National Grid
By: _____
Name: Authorized Signer
Title: Title

Accepted as to the Terms and Conditions contained herein,

CITY/TOWN NAME

By: _____
Name: Authorized Signer
Title: Title

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

EXHIBIT C
AGREEMENT
FOR
CUSTOMER-OWNED STREET AND AREA LIGHTING
ATTACHMENT

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4442
Customer-Owned Street & Area Lighting Proposal
National Grid's Final Status Report of Negotiation Meetings
Attachment C

Attachment C
Attachment Agreement for Customer-Owned Street
and Area Lighting Attachments



AGREEMENT

FOR

CUSTOMER-OWNED
STREET AND AREA LIGHTING
ATTACHMENTS

BETWEEN

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

AND

City/Town Name, Rhode Island
(CUSTOMER)

DATED: Month __, 20__

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THIS AGREEMENT FOR CUSTOMER-OWNED STREET AND AREA LIGHTING ATTACHMENTS ("Agreement"), is made this ____ day of Month, 20__, by and between The Narragansett Electric Company, a corporation organized and existing under the laws of Rhode Island, having its principal office at 280 Melrose Street, Providence, Rhode Island, 02907 (hereinafter referred to as the "Company") and the City/Town Name, a municipal corporation organized and existing under the laws of Rhode Island, having its principal office at Street Address, City/Town, Rhode Island Zip Code, (hereinafter referred to as the "Customer").

WITNESSETH

WHEREAS, Customer is a municipal government and shall own, operate and maintain street and area lighting equipment to provide street and area lighting within Customer's municipality; and

WHEREAS, Customer has purchased street and area lighting Facilities attached upon Poles and/or located within Structures pursuant to R.I.G.L. § 39-30-1, *et seq.*, and desires to retain and/or make Attachments upon the Poles (which are either Jointly Owned or solely owned by the Company) or within Structures of Company; and

WHEREAS, Company agrees to permit, to the extent it is legally permitted and/or required, the continued existence and new placement of Attachments upon Poles and/or within Structures in a specified geographic area subject to the terms of this Agreement, provided that such use of the space upon Poles and within Structures will not interfere with Company's service requirements and obligations or the use of the Poles and Structures by others in accordance with R.I.G.L. § 39-30-1, *et seq.*; and

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

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

1.0 DEFINITIONS

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

“Agreement of Sale” shall mean the agreement pursuant to which Company sold and Customer purchased the Facilities subject to this Agreement.

“Attachment” shall mean (i) the Facilities, including without limitation any luminaire, supporting bracket, and/or wire, conductor, circuitry or other equipment, owned by Customer, existing or proposed to be placed on a Pole and connected to the distribution system at the Connection Point to be used for sole purpose of providing street and/or area lighting, and (ii) the Facilities, including without limitation, any wire, cable, and other hardware, equipment, apparatus, or device, owned by Customer, existing or proposed to exist in or upon Structures connected to the distribution system at the Connection Point for the sole purpose of delivering electrical energy to Customer owned luminaire(s) used to provide street and/or area lighting within Customer’s geographic municipal boundary.

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

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

“Connection Point” shall mean where the Attachment is energized from the Electric Distribution System.

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

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

“Facility” or “Facilities” shall mean components or equipment owned by the Customer which were either purchased from the Company or are proposed by the Customer 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.

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

“Identification Labels” shall mean markings, tags, decals, signage or other displays that indicate ownership, location or asset reference and functional attributes of the Facilities.

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

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

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

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

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

“Other Customer” shall mean any entity, excluding Customer and any Joint User, to whom or which the Company has granted, or hereafter grants, the right or license of attaching equipment or facilities upon Poles and/or within Structures.

“Pole” shall mean any vertically oriented utility structure constructed predominately of treated wood, including metal, composites and concrete used to support electrical conductors and other utility equipment necessary to facilitate the operation of an Electric Distribution System owned by Company and used for Attachments.

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

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

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

“Structure” or “Structures” shall mean, but not be limited to, the Ducts, Conduits, vaults, manholes, handholes, foundations, standards and other utility equipment or infrastructure

necessary to facilitate the operation of an underground Electric Distribution System or underground sourced street and/or area light(s) owned by Company and used for Attachments.

2.0 SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, Company hereby provides to Customer, revocable, nonexclusive licenses authorizing Attachments to Poles and/or within Structures within the [City/Town] of [City/Town Name], for the purpose of providing street and/or area lighting as described in this Agreement. The license(s) shall;

- (i) authorize the Customer to utilize a space, point, area or location on a Pole or within a Structure for an Attachment as designated and specified by the Company,
- (ii) provide definition of individual Facilities through the designation of a unique identification reference,
- (iii) utilize the identification reference as the individual license reference, and
- (iv) represent Facilities for the purpose of inventory and billing administration.

This Agreement shall govern with respect to licenses issued to Customer's existing or future Attachments. The application for licenses or listing of current licenses shall be in the form attached hereto as APPENDIX II, Form A-1 (Application for Street and Area Lighting Attachment License) and A-2 (Application for Street and Area Lighting Attachment License Detail), respectively.

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

2.3 Nothing contained in this Agreement shall be construed to compel Company to construct, retain, extend, place or maintain any Pole or Structure or other facilities not needed for Company's own service requirements. In the event the Company and the Joint Owner no longer require the use of a Pole, and as the Customer has been notified to remove their Attachment, the Customer may request to purchase the Pole from the Company and the Company hereby agrees to sell its interest in such Pole for its unamortized balance of the original installation cost.

2.4 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against Company with respect to its obligation to provide electric distribution service to Attachments pursuant to Company's tariffs, or to any agreement(s) and arrangement(s) that Company has heretofore entered into, or may in the future enter into with Other Customers, not party to this Agreement, regarding the Poles and Structures. The rights of the Customer shall at all times be subject to any such existing and future agreement(s) or arrangement(s) between Company and any Joint Owner(s), Joint User(s) or Other Customers of

Poles and/or Structures. Nothing contained in this Agreement shall be construed to grant, and Company makes no representations or warranties with respect to, and is not purporting to provide, any third party or Joint Owner attachment rights, licenses or consents for or in connection with the Attachments.

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

2.6 Nothing contained in this Agreement shall be construed to grant any rights to Customer to include any wired or wireless hardware, equipment, apparatus, or device that is not a functional part of any Attachment authorized by Company under the terms of this Agreement. Any request made by the Customer to the Company for rights to attach facilities or equipment other than the Facilities or proposed Attachments shall be authorized by Company under the terms of a separate agreement.

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

3.0 ATTACHMENT REQUIREMENTS

3.1 Specifications

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

3.1.2 In the event that Customer seeks to convert, replace or otherwise use a lighting or illumination source other than those provided in Company's applicable tariff, or operate such Facilities in a manner other than as stated in Company's applicable tariff ("Non-Compliant

Facilities”), Company shall be under no obligation to permit or provide service to such Non-Compliant Facilities. Should Company elect, in its sole discretion, to accommodate such Non-Compliant Facilities, a separate agreement shall be executed and such agreement shall be subject to applicable regulatory consent or approval prior to application.

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

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

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

3.2 Electrical System Ownership, Separation and Disconnection

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

3.2.2 Customer shall install within Attachment circuitry a Company approved

physical disconnect device to function as a means of electrical separation between Company's and Customer's electrical systems. An "in-line fuse" assembly or other form of disconnect device may also provide a level of electrical system protection. The disconnect device shall be located as close in proximity to the energizing source or Connection Point as feasibly practical and be readily accessible to both Company and Customer. The disconnect device shall, at a minimum, create separation of the Customer's energized conductor, however, the Company recommends a dual pole disconnect device to create separation of the Customer's energized circuit. The installation of these disconnect devices by the Customer shall occur during each application of circuit maintenance, circuit or other Material Change and/or prior to each Company connection or reconnection. All existing Attachments shall be so equipped within ten (10) years following execution of this Agreement.

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

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

3.3 Facility Labels

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

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

3.3.3 Customer shall utilize and preserve an appropriate means of individual Attachment location identification (i.e. numbering system) to maintain a unique reference which shall be clear, legible, comprehensive and visible from the street side of the Facilities. Customer

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

4.0 ATTACHMENT LICENSE PROCESS

4.1 License Application

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

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

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

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

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

4.2 Field/Office Survey

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

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

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

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

4.3 Make-Ready

4.3.1 In the event that a Pole or Structure is determined from the Field/Office Survey to be physically inadequate or otherwise requires the reconfiguration of the existing equipment of the Electric Distribution System or other attachment facilities, the Company will indicate on the Authorization for Make-Ready Work (APPENDIX II, Form B-2) the cost of the required Make-Ready Work and forward such completed authorization form to the Customer.

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

Structure replacements, capacity upgrades, or for the reconfiguration or rearrangement of other attachment(s) upon Poles or within Structures by reason of the use by Company or other authorized user(s) of any additional space or structural capacity resulting from such replacement, reconfiguration or rearrangement.

4.3.3 If Company or Joint Owner needs to attach additional facilities or make changes to existing facilities in any Structures within which Customer has Facilities attached, Customer agrees to be responsible to perform and incur all costs to either (i) reconfigure its Attachment(s) in the Structure(s) as determined by the Company, or (ii) transfer its Attachment(s) to a designated Customer structure(s) so that the additional facilities of Company may be attached. When such reconfiguration or transfer is required to facilitate additional attachments of Company, Customer shall assume the expense of such reconfiguration or transfer. This paragraph applies to circumstances under which: (i) an agency of government, whether local, state or federal, requires the removal, relocation, or modification of a Structure affecting Attachment or (ii) a Structure must be repaired or replaced for any reason, including such repair or replacement to accommodate Company's additional attachments.

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

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

4.4 Issuance of License

4.4.1 Company shall authorize the applicable Street and Area Lighting Attachment License(s), attached as APPENDIX II, Form A-1 hereto, simultaneously with the execution of this Agreement for Facilities purchased by Customer from Company.

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

4.4.3 For the Company to provide the Attachment license(s) and to maintain quality assurance of associated billing records, Customer shall issue to Company within fifteen (15) days following the beginning of each calendar year a complete and detailed listing of all Facilities in-service as of December 31st of the preceding calendar year. The minimum detail to

be provided shall meet the requirements designated for the Application for Street and Area Lighting Attachment License and Application for Street and Area Lighting Attachment License Detail (as defined in APPENDIX II, Forms A-1, A-2).

4.4.4 The Company may perform random field audits of Facilities for the purpose of quality assurance of the information on the list provided by the Customer. To the extent there are any differences between the Customer's list of Facilities and the Company's list of Attachments which cannot be reconciled to the satisfaction of the Company, such differences shall be resolved through compliance with the terms and conditions of this Agreement, applicable tariffs and/or statutes.

5.0 ATTACHMENT OPERATIONS

5.1 General

5.1.1 Customer shall, at its own expense and in accordance with the terms and conditions set forth in this Agreement, construct and maintain its Attachments upon Poles and/or within Structures safely, in compliance with this Agreement and in a manner that does not (i) interfere with Company's operation of its Electric Distribution System; (ii) conflict with the use of Poles and/or Structures by Company or by any authorized user of Poles and/or Structures; or (iii) electrically interfere with any of the Company's facilities attached thereon or therein.

5.1.2 Unless otherwise stated herein, Customer shall provide specific written authorization for Company to perform construction, maintenance, repairs, reconfiguration, relocation, connection/disconnection or removal of Customer's Attachments upon Poles or within Structures as may appropriately apply in accordance with Articles 3.0, 4.0 and 5.0 of this Agreement.

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

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

performing any Attachment work. Following the completion of the work, the Customer is to schedule a connection service request with the Company to re-energize the Attachment.

5.1.5 Customer and its employees, contractors, agents or any persons acting on Customer's behalf are prohibited from, have no authority to, and shall not permit, or cause any third party to, access or ingress any of the Company's enclosed or underground primary or secondary Electric Distribution System Structures, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears unless such access or ingress is under the direct supervision of the Company.

5.1.6 The Customer and its employees, contractors, agents or any persons acting on Customer's behalf shall comply with all applicable requirements (legal and otherwise) as stated under Article 7.0 when accessing any overhead infrastructure of the Electric Distribution System. If the Customer needs access or ingress to any of the Company's underground or overhead infrastructure of the Electric Distribution System, for inspection and maintenance functions, the Customer shall make advance written request to the Company. The Company shall provide required support, and/or perform the necessary work following its normal work order scheduling protocol, provided, that, the Company determines, in its sole discretion, that such connection/disconnection or other requested work is appropriate under the terms of applicable codes and Agreements. The Customer further agrees to compensate Company for all costs and expenses for the work performed by the Company associated with each Attachment consistent with and inclusive of the charges or fees as set forth in this Agreement and/or as defined in the applicable tariffs.

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

5.1.8 Customer and its employees, contractors, agents or any persons acting on Customer's behalf shall not perform or make any connections (permanent or temporary) to, disconnections from, or in any way handle, tamper or interfere with, or otherwise disrupt, the Electric Distribution System or any other facilities of the Company, in whole or in part, nor shall the Customer permit or cause any third party (including without limitation, Customer's agent or contractor) to do so. The Company shall be the sole party with authority to perform or make any and all (permanent and temporary) connections to or disconnections from the Electric Distribution System or other facilities for the purpose of providing electric service to the Facilities. If and to the extent the Customer has a need for a connection or disconnection associated with the Electric Distribution System or assets, the Customer shall contact the Company by making a connection/disconnection request through normal customer contact channels and Company shall make the necessary connection/disconnection, provided, that the Company determines, in its

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

5.1.9 All tree trimming necessary to accommodate initial construction, reconstruction, relocation, or Facility Material Change of Customer's proposed Attachments at the time of such installation, provided that the owner(s) of such tree(s) and all other governing authorities grant permission to Customer, shall be performed by qualified contractors approved by Company and Customer, at the sole cost and expense of Customer, but at the direction of Company. All tree trimming made necessary to accommodate prospective maintenance and operation including, but not limited to, the functional performance, lumen output or illumination orientation shall be performed by Customer or Customer's qualified contractor provided appropriate approvals have been granted by the owner(s) of the tree(s) and all other governing authorities. The portion of the tree(s) to be impacted by trimming shall only be within a radial distance of three (3) feet of the luminaire extending below a horizontal plane established from the highest vertical point of the luminaire unless such area is within specified clearance distances of the Electric Distribution System or transmission system as designated by Company and/or other governing authorities.

5.2 Maintenance

5.2.1 Customer shall be responsible for its own underground cable locating and for any participation in the appropriate "call before you dig" association responsible for providing one-call notifications within the Customer's operating service area. This is an independent association which, in compliance with federal, state and local requirements, facilitates the location identification of underground utility infrastructure through a notification/communication process between excavators and underground facility owners. The contact information for a specific geographic area within the United States can be obtained by calling 811 nationally. At the time of this Agreement, Dig Safe System, Inc. is this association.

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

5.2.3 Customer may (or may explicitly authorize Company, its employees or third parties acting on Customer's behalf to) access or enter Company's Structures for the

purpose of asset verification, inventory, inspection and/or other engineering or asset management functions provided that the Customer provides reasonable advanced notice to the Company to accommodate all aspects of scheduling. A representative of Company shall be present and all parties are to be properly qualified and outfitted for the physical, environmental and electrical conditions to be encountered. Where Customer has been granted access as provided above, the Company may halt Customer's activities if Customer's activities threaten the safety of any person(s), property of third parties or of the Company and/or the integrity or reliability of Electrical Distribution System.

5.3 Removal from Joint-Use Infrastructure

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

5.3.2 If Company elects, in its sole discretion, to modify/change or replace any Joint-Use Structure, including, without limitation, to upgrade such Joint-Use Structure or associated Company equipment, Company shall provide Customer with written notice of such work and Customer agrees to separate and relocate the Customer's Coexisting Facilities associated with such Joint-Use Structure within six (6) months following the date of the Company's written notice, at Customer's expense and in compliance with all applicable laws, rules, regulations, codes and standards, as if such Coexisting Facilities were new Facilities. The Company's notice shall be provided within a reasonable period of time after commencing such work and provide a brief description of the separation or relocation that will be required with respect to the Coexisting Facilities.

5.3.3 In the course of daily operation or maintenance, should an existing underground Facility require relocation or other Material Change, the Facility is to be relocated outside the Structure and the existing license is to be modified or terminated. The Customer is responsible for the construction of the proposed relocated Facility and the removal of existing Facility outside of the Structure where applicable. For Attachments within Structures or co-existing within a singular common Structure which is also utilized by the Electric Distribution

System, the provisions of Articles 3.0, 4.0 and 17.0 shall apply to all work proposed or planned and may be performed by Company at Customer's expense.

5.4 Inspection of Attachments

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

5.4.2 Company reserves the right, at its sole discretion, to make inspections of any part of Attachments, at Customer's expense, if the inspection performed pursuant to Section 5.4.1 supra reveals any of the following:

- (i) No license has been issued by Company for the Attachment pursuant to Article 4.0 *supra*,
- (ii) Discrepancy in type, style or size of installed Attachment as compared with Company's records, or
- (iii) Any situation creating a safety-related emergency or any condition that prevents safe access to any facilities installed upon Pole(s) and/or within Structures.

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

6.0 FEES, CHARGES AND PAYMENTS

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

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

6.3 Company may change the amount of fees and charges specified in APPENDIX I, Schedule of Fees and Charges by giving Customer no fewer than sixty (60) days written notice prior to the date the change becomes effective or as otherwise approved and made effective by

the PUC. Notwithstanding any other provision of this Agreement, Customer may terminate this Agreement at the end of such sixty (60) day notice period if the change in fees and charges are not acceptable to Customer, provided that Customer gives Company no fewer than thirty (30) days written notice of its election to terminate this Agreement prior to the end of such sixty (60) day period. Upon termination of the Agreement, the Customer shall be responsible for the removal of all Attachments unless otherwise specified in accordance with and to the extent authorized by Article 16.0.

6.4 The Company's performance of the required Field/Office Survey, as authorized by the Customer in compliance with Section 4.2, is contingent on the Customer making advance payment to Company in the amount specified by Company. Such specified amount shall be an estimate sufficient to cover Company's fully loaded costs to perform and complete the required Field/Office Survey. The estimated amount shall include the standard Field/Office Survey charge as found in APPENDIX I, Schedule of Fees and Charges and any other required ancillary service costs incurred in the performance of the Field/Office Survey. The estimated ancillary service costs shall include, but not be limited to, applicable permits, work zone and police detail protection and other safety and environmental functions which shall be required to perform the Field/Office Survey at a specific location. Upon completion of the Field/Office Survey by Company, no adjustment of the Field/Office Survey costs paid by Customer shall be made to reflect Company's actual costs to perform the Field/Office Survey, whether or not Company's actual costs are more or less than the estimated costs paid by Customer. The current standard charge assessed to Customer and all Other Customers for the Field/Office Survey can be found in APPENDIX I, Schedule of Fees and Charges and is based on Company's current estimated cost to perform and complete the Field/Office Survey. Company reserves the right to change such standard Field/Office Survey charge assessed to Customer and all Other Customers from time to time and to provide written notice as stated in Section 6.3.

6.5 The Company's performance of the specified Make-Ready Work as authorized by the Customer in compliance with Section 4.3 is contingent upon the Customer making advance payment to Company in the amount specified by Company. Such specified amount shall be an estimate sufficient to cover Company's fully loaded costs to perform and complete the required Make-Ready Work. The parties agree that upon completion of the Make-Ready Work by Company, no adjustment of the Make-Ready Work amount paid by Customer shall be made to reflect Company's actual costs to perform the Make-Ready Work, whether or not Company's actual costs are more or less than the estimated costs paid by Customer.

6.6 The Customer shall pay the Lighting Service Charge for each occurrence per location that the Customer requests the Company perform electrical service related connections/disconnections or other work unrelated to the operation or maintenance of the Electric Distribution System. Should the Customer's requested service result in required work on

the Electric Distribution System, the Lighting Service Charge for that occurrence shall be waived. The Lighting Service Charge shall be at the rate as specified in the applicable Tariff as adjusted from time to time and as further referenced in APPENDIX I, Schedule of Fees and Charges.

7.0 LEGAL REQUIREMENTS, REGULATIONS, CODES AND STANDARDS

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

7.2 Attachments shall be located, oriented, operated and maintained in accordance with the applicable requirements and specifications of the most recent editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the rules, regulations and provisions of the OSHA and any governing authority having jurisdiction over the subject matter of this Agreement, as each may be amended from time to time.

7.3 Clearances between communications, Electric Distribution System and street lighting cables/conductors shall be compliant with applicable codes, standards and Company Requirements to adequately allow for proper maintenance, repair and reconfiguration of Electric Distribution System, street lighting and communications cables.

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

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

8.0 UNAUTHORIZED ATTACHMENTS

8.1 To the extent authorized by Article 15.0, in the event that any unauthorized Attachments are found attached to Poles or Structures and for which no license exists, Company, without prejudice to its other rights or remedies under this Agreement (including termination) or otherwise, may impose electric delivery service and other charges, pursuant to Article 6.0, and require Customer to submit in writing, within fifteen (15) days after receipt of written notification from Company of the unauthorized Attachment(s), an Application For Street and Area Lighting Attachment License, (Form A-1). The Customer shall notify Company that the unauthorized Attachment has been removed within the fifteen (15) days after receipt of written notification from

the Company. Alternatively, Customer may authorize Company to remove the unauthorized Attachment in accordance with Article 15.0. If such application or notification is not received by Company within the specified time period, Company shall remove the unauthorized Attachment(s). The Customer shall be responsible for the cost and expense of removal of the unauthorized Attachment by the Company without any liability incurred by Company to Customer for loss of service provided by Customer or any damage or injury to Customer's unauthorized Attachment(s).

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

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

9.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER

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

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

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

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

infringement of patents with respect to the manufacture, use, and operation of Customer's Attachments in combination with Poles or Structures, or otherwise.

9.4 The Company makes no warranties, representations, guarantees or promises in connection herewith or therewith, whether statutory, oral, written, express, or implied as to the present or future strength, condition, or state of any Poles, Structures, facilities, wires, apparatus, the use of the space upon a Pole or within a Structure or whether it is usable, or otherwise in connection with any Attachment, Facilities or this Agreement. To the extent applicable, the Customer, or its contractors, agents and representatives performing any Attachment work, shall be responsible and liable for observations, assessments and non-destructive testing of the Poles and/or Structures to determine whether the Poles and/or Structures are safe to utilize, support, access or ascend. If the Customer questions the integrity or safety of any Pole and/or Structure or if the Pole or Structure is marked as unsafe, the Customer shall refrain from utilizing, accessing, ascending, or handling the Pole or Structure in any manner whatsoever and shall notify or confirm such condition with Company. Should the Customer, or its contractor, agent or representative decide, in its/his/her sole judgment, to utilize or access a Pole or Structure (including, without limitation, Poles or Structures which are marked unsafe or appear to be unsafe), the Customer, not Company or its affiliates, shall assume all risk of loss, liability and damages (including injury to any person(s) (including death) or property), and the Customer shall indemnify, defend, release and hold harmless Company Indemnified Parties as indicated herein.

9.5 Company, the Company's affiliates, and their respective officers, directors, employees, representatives and contractors shall not be liable to Customer for any indirect, consequential, punitive, incidental, special, or exemplary damages in connection with 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.

9.6 The provisions of this Article 9.0 shall survive the expiration or earlier termination of this Agreement or any license issued under this Agreement.

10.0 INSURANCE

10.1 Except as provided under Section 10.9 herein, Customer shall carry insurance issued by an insurance carrier satisfactory to Company to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result, directly or indirectly from or by reason of such loss, injury, or damage as covered in Article 9.0 *supra*.

10.2 Comprehensive or Commercial General Liability Insurance, including Contractual Liability and Product/Completed Operations Liability covering all insurable operations required

under the provisions of this Agreement and, where applicable, coverage for damage caused by any explosion or collapse with the following minimum limits of liability:

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

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

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

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

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

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

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

10.7 Customer shall submit to Company certificates of insurance including renewal thereof, by each company insuring Customer to the effect that it has insured Customer for all liabilities of Customer covered by this Agreement; and that such certificates will name Company as an additional insured under the General Liability and Automobile Liability policies and that it will not cancel or change any such policy of insurance issued to Customer except after the giving of not less than thirty (30) days' written notice to Company. Customer shall also notify and send copies to Company of any policies maintained under this Article 10.0 written on a "claims-made" basis. The following language shall be used when referencing the additional insured status of Company: National Grid USA, its direct and indirect parents, subsidiaries and affiliates, shall be named as additional insureds.

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

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

11.0 AUTHORIZATION NOT EXCLUSIVE

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

12.0 ASSIGNMENT OF RIGHTS

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

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

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

Structures licensed to Customer for Customer's Attachments, without the prior written consent of Company.

13.0 FAILURE TO ENFORCE

13.1 Failure of either party to enforce or require compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

14.0 TERM OF AGREEMENT

14.1 Unless terminated in accordance with Article 16.0, this Agreement shall remain in effect for a term of five (5) years from the date hereof and shall continue indefinitely thereafter until terminated by either party with at least six (6) months written notice to the other party.

14.2 Termination of this Agreement or any licenses issued hereunder shall not affect Customer's liabilities and obligations incurred hereunder prior to the effective date of such termination, nor Company's and Customer's rights pursuant to the laws, ordinances, regulations, and rulings governing the subject matter of this Agreement, including but not limited to, R.I.G.L. § 39-30-1, *et seq.*

15.0 TERMINATION OF LICENSE

15.1 Any license(s) issued pursuant to this Agreement shall automatically terminate when Customer ceases to have authority pursuant to any laws, ordinances, regulations, and rulings, including but not limited to R.I.G.L. § 39-30-1, *et seq.* to construct, operate, and/or maintain its Attachments on the public or private property at the location of the particular Pole or Structure covered by the license.

15.2 Customer may at any time terminate a license for any Attachment(s) provided written notice of such termination is received by Company no less than fifteen (15) days prior to the proposed removal of the Attachment(s) from the specific Pole(s) or Structure(s) (APPENDIX II, Form D). Following such removal, installation of an Attachment(s) to such Pole(s) or Structure(s) shall not be made again until Customer has first complied with all of the provisions of this Agreement as though no such installation of Attachment(s) to such Pole(s) or Structure(s) had ever been made.

15.3 Company may at any time terminate a license for any Attachment(s) in accordance with this Agreement provided written notice of such termination is received by

Customer no less than fifteen (15) days prior to proposed actions causing conflict with the existing Attachment(s). Company may exercise its Removal Rights requiring Customer to remove its Attachment(s), at Customer's expense, from any of the designated Pole(s) or Structure(s) within fifteen (15) days after termination of the license covering such Attachment(s). If Customer fails to remove its Attachment(s) within such fifteen (15) day period, Company shall have the right to remove such Attachment(s) at Customer's expense.

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

16.0 TERMINATION OF AGREEMENT

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

16.2 If, at any time, an insurance carrier notifies Company that any policy or policies of insurance, acquired pursuant to Article 10.0 *supra*, or any self insurance is or will be canceled or changed so that the requirements of Article 10.0 will no longer be satisfied, then this Agreement shall terminate automatically unless prior to the effective date of the cancellation or change in the insurance policy(ies), Customer furnishes to Company new certificates of insurance or evidence of self insurance providing insurance coverage in accordance with the provisions of Article 10.0 *supra*.

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

17.0 REMOVAL RIGHTS

17.1 The Removal Rights as designated within this article shall apply in all cases

where either Customer or Company terminates a License or this Agreement or in the course of normal operation or maintenance of an Attachment upon a Pole or within a Structure and as authorized pursuant to the requirements under Article 7.0, including but not limited to R.I.G.L. § 39-30-1, *e. seq.*

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

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

18.0 CHOICE OF LAW

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

19.0 SEVERABILITY

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

20.0 NOTICES

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

(a) **To Customer:** All correspondence related to Customer's street and area lighting including but not limited to; this Agreement, Application for Street and Area Lighting Attachment License(s), Authorization for Field/Office Survey, Authorization for Make-Ready Work, and Notification of Discontinuance of Street or Area Lighting Attachment to Customer's office at:

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

(b) **To Company:** Application for Street and Area Lighting Attachment License, Authorization for Field/Office Survey Work, Authorization for Make-Ready Work, and Notification of Discontinuance of Street or Area Lighting Attachment, and a copy of all certificates of Insurance to Company's district office at:

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

All original certificates of Insurance to:

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

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

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

(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.

21.0 ENTIRE AGREEMENT

21.1 The parties have freely entered into this Agreement and agree to each of its terms without reservation. Paragraph headings are for the convenience of the parties only and

are not to be construed as binding under this Agreement. This Agreement constitutes the entire Agreement between Company and Customer, and all previous representations either oral or written, (insofar as Customer is concerned except as to liabilities accrued, if any) are hereby annulled and superseded.

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

The Narragansett Electric Company d/b/a National Grid

By: _____

Name (Print): _____

Title (Print): _____

[City/Town Name]

By: _____

Name (Print): _____

Title (Print): _____

APPENDIX I

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

(A) Attachment

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

(B) Field/Office Survey

Whenever a Field/Office Survey is required under this Agreement, Customer shall pay Company for the expense thereof. The current standard charge assessed to Customer and all Other Customers for the Field/Office Survey is \$130.00 per Attachment and is based on Company's current estimated cost to perform and complete the Field/Office Survey. Specific to each occurrence, any actions required by the Company to remedy a Pole or Structure ingress or egress condition in compliance with applicable laws, regulations, codes and company policies and procedures is considered to be in addition to the Field/Office Survey function. The Customer shall be responsible for the associated costs which will be predefined as an estimate in addition to the aforementioned fee.

(C) Make-Ready Work

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

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

(D) Other Charges and Fees

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

(E) Payment Date

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

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

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

APPENDIX II

ADMINISTRATIVE FORMS AND NOTICES

INDEX OF ADMINISTRATIVE FORMS

APPLICATION FOR STREET AND AREA LIGHTING ATTACHMENT LICENSE / STREET AND AREA LIGHTING ATTACHMENT LICENSE	A-1
APPLICATION FOR STREET AND AREA LIGHTING ATTACHMENT LICENSE DETAIL	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 STREET OR AREA LIGHTING ATTACHMENT / ACKNOWLEDGMENT OF DISCONTINUANCE OF STREET OR AREA LIGHTING ATTACHMENT	D
IDENTIFICATION OF OWNERSHIP LABELS	E
LIGHTING SOURCE IDENTIFICATION LABELS	F
ACKNOWLEDGMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS	G

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

Form A-1

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

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

Date of Application: _____

Customer Name: _____

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

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

STREET AND AREA LIGHTING ATTACHMENT LICENSE

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

Date License Granted _____

Narragansett Electric Company d/b/a National Grid

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

NOTES:

1. Applications shall be submitted to Company.
2. Applications to be numbered in ascending order.
3. Company will process in order applications are received.

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

Form A-2

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

**APPLICATION FOR
STREET AND AREA LIGHTING ATTACHMENT LICENSE DETAIL**

Date of Application: _____ Customer Name: _____

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

(Note: One Attachment request per Form A-2. Additional locations should be submitted on separate Form A-2.)

Attachment Electrical Feed Type: Overhead ___ Underground ___

Location Reference Information:

Street Name _____

Pole Number _____ Pole Suffix _____

If Underground fed, location of connection point: _____

Attachment Description:

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

Nominal Wattage: _____

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

Billing Information:

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

Operating Schedule per Company's S-05 Tariff:

Dusk-to-Dawn _____ Continuous Operation _____

Part-Night _____ Dimming _____

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

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

____ (Yes/No) CUSTOMER HEREBY REQUESTS COMPANY TO PROVIDE AN ITEMIZED ESTIMATE OF MAKE READY WORK REQUIRED AND ASSOCIATED CHARGES (APPENDIX II FORM C).

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____
Agreement Number XXXX
Application Number XXXX-XX-XXX

Form B-1

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

ESTIMATE FOR FIELD/OFFICE SURVEY

Customer Name: _____

In accordance with the Agreement for Customer-Owned Street and Area Lighting Attachment, dated _____, the following is a summary of the charges which will apply to complete a field survey covering Application Number XXXX-XX-XXX.

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

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

Date _____

Narragansett Electric Company d/b/a National Grid

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

AUTHORIZATION FOR FIELD SURVEY

The required field survey covering Application Number XXXX-XX-XXX is authorized and the costs therefore will be paid to Company in accordance with Appendix I to Agreement for Customer-Owned Street and Area Lighting Attachment.

Date _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

Agreement Number: XXXX
Application Number XXXX-XX-XXX

Form B-2

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

MAKE-READY WORK ESTIMATE

Customer Name: _____

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

TOTAL MAKE-READY CHARGES \$ _____

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

Date _____

Narragansett Electric Company d/b/a National Grid

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

AUTHORIZATION FOR MAKE-READY WORK

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

Date _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

Agreement Number: XXXX

Form D

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

**NOTIFICATION OF DISCONTINUANCE OF
STREET OR AREA LIGHTING ATTACHMENT**

Customer Name: _____

Street Address _____

City, State, Zip Code _____

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

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

Total quantity of Attachments upon Poles and/or within Structures to be discontinued is _____.

Date _____

By (Print Name) _____

Signature _____

Title _____ Email _____

**ACKNOWLEDGMENT OF DISCONTINUANCE OF
STREET AND AREA LIGHTING ATTACHMENT**

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

Date _____

Narragansett Electric Company d/b/a National Grid

By (Print Name) _____

Signature _____

Title _____ Email _____

IDENTIFICATION OF OWNERSHIP LABELS

(A) **GENERAL**

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

(B) **DESCRIPTION OF IDENTIFICATION LABELS**

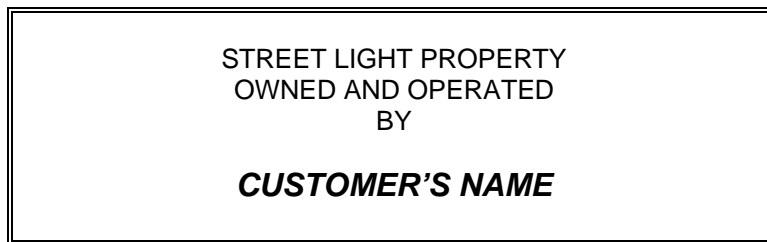


FIGURE 1: Ownership Identification Label

The label shall be in a form mutually agreed upon by the Parties. Customer shall be responsible for maintaining the legibility of ownership identification labels at all times.

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

(C) **PROCUREMENT OF LABELS**

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

(D) **INSTALLATION OF OWNERSHIP IDENTIFICATION LABELS**

When required by Section 3.3, Ownership Identification Labels shall be installed at the following locations:

(1) **AERIAL APPLICATIONS**

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

IDENTIFICATION LABELS – Continued

ground.

- (d) At anchor and guy locations.
- (e) Between the device used to secure the strand (i.e., strand vise, guy grips or clamps) and the eye of the rod, or
- (f) If a guy shield is in place, at the top of the guy shield on the strand.
- (g) At terminal or Connection Point locations, at the neck of the terminal.
- (h) At cabinets, on the front of the cabinet.

(2) UNDERGROUND APPLICATIONS

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

LIGHTING SOURCE IDENTIFICATION LABELS

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

ACKNOWLEDGEMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS

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

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

CITY/TOWN NAME

BY: _____

NAME (print): _____

TITLE (print): _____

DATE: ____/____/20__.

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4442
Customer-Owned Street & Area Lighting Proposal
National Grid's Final Status Report of Negotiation Meetings
Attachment D

Attachment D
Summary of Key Differences between National Grid and
Municipalities Regarding Closing Documents

**Summary of Key Differences Between
National Grid and Municipalities Regarding Closing Documents**

Issue No.	Reference to Agreement of Sale	Reference to Attachment Agreement	Topic	Company's Position	Municipalities' Position
1	III.4		Warranties	Sale is "as is, where is", and the Act requires the buyer (municipality) to perform due diligence. The Company does not have specific written warranty documentation to provide on street lighting equipment to be sold.	Requests that the Company provide them with all existing product warranties.
2		1	Definition: Material Change	Defined as any customer change less than an in-kind replacement for the purpose of providing equipment information to the Company to support structural, electrical review, and/or billing changes. Change notice may incur Field Survey. The Company has added language to the Attachment Agreement in an attempt to address the Municipalities' concerns in sections 4.2.2 and 4.4.2 of the Attachment Agreement.	The Company's definition of "material change" is too broad because it will cause undue administration and potential costs associated with field surveys and make-ready work when converting to LED luminaires.

In Re: Customer-Owned Street and Area Lighting Proposal
Summary of Key Differences Between National Grid
and Municipalities Regarding Closing Documents
Page 2 of 6

Issue No.	Reference to Agreement of Sale	Reference to Attachment Agreement	Topic	Company's Position	Municipalities' Position
3		2.1	Revocable License	Company can cause removal of a lighting attachment after all other defined remedies are exhausted or the Company will have future cause to own and maintain the structure.	The Rhode Island Municipal Streetlight Investment Act, R.I. Gen. Laws § 39-30-1 <i>et seq.</i> (the "Act") does not allow for revocation.
4		2.5	Transfer of existing easement/license rights	The Company will extend exclusive rights. Because of the "as is, where is" provision, the Company is not responsible for providing non-exclusive rights without reimbursement of costs/resources to produce the documentation requested by the municipalities.	The municipalities have requested that the Company produce all documentation as a part of the defined purchase value (net book value).
5		2.6	Attachment License for lighting only	Attachment Agreement provides licenses for lighting equipment only. All other attachments must comply with other applicable attachment agreements and processes.	The municipalities wish to retain rights under their Attachment Agreement to add other non-lighting wired/wireless attachments.
6		3.1.2	Tariff Compliance	The Company's Proposed Tariff provides unmetered delivery service for municipality-owned street and area lighting within defined wattage ranges and operating schedules. The Municipality shall be billed compliant with the Proposed Tariff.	The Tariff (unmetered) should accommodate customer-owned metering controls.

In Re: Customer-Owned Street and Area Lighting Proposal
Summary of Key Differences Between National Grid
and Municipalities Regarding Closing Documents
Page 3 of 6

Issue No.	Reference to Agreement of Sale	Reference to Attachment Agreement	Topic	Company's Position	Municipalities' Position
7		5.3.2	Infrastructure Separation	The Company's underground structure replacement or elimination or the replacement of customer equipment is cause for the customer to separate from the Company's infrastructure (at sole cost to Municipality).	Customers may not have financial capability to relocate and reconstruct municipal street lighting infrastructure. Company must provide reasonable accommodations at cost to Company.
8		4.2 4.3 6.0	Fees & Charges	Customer must prepay on Company estimated work without any reconciliation. This is a standard Company Attachment practice for all attachers, and minimizes company administration costs. It also expedites transaction closure.	Company should reconcile each estimate.
9		4.3.3	Cost Reimbursement - caused by Company (Joint Owner)	The Company's practice is for all attachers – impacted attacher (municipality) to relocate/adjust at sole cost.	The municipality should be reimbursed by the Company for work caused by the Company
10		4.3.5	Cost Reimbursement - caused by other 3 rd Party Attacher	The Company's practice is for all attachers – impacted attacher (municipality) to manage the recovery/reimbursement of costs incurred due to actions by others (3 rd party attachers). The Company does not manage recovery/reimbursement between	The municipality has no relationship with the other third-party attachers. Therefore, the Company should facilitate recovery/reimbursement from third-party attachers.

In Re: Customer-Owned Street and Area Lighting Proposal
Summary of Key Differences Between National Grid
and Municipalities Regarding Closing Documents
Page 4 of 6

Issue No.	Reference to Agreement of Sale	Reference to Attachment Agreement	Topic	Company's Position	Municipalities' Position
11		5.2.2	Requirement to participate in OH attacher organization and notification system	Under the Attachment Agreement, the municipal customers must participate in communications and coordination software (user group) of all owner/attachers associated with operation maintenance modifications (such as pole transfers/double wood).	The Company cannot impose burdens on the municipalities related to the Company's facilities.
12		5.4.2	Compensation for Inspections – issue relates to SL equipment ownership based upon condition.	In this section, the Company addresses a definitive period of 12 months for recognition of unauthorized assets identified during an inspection. Twelve months after the purchase date, the attachment is considered new.	Regarding an unauthorized attachment, if it can be “reasonably shown that the condition pre-existed” before the purchase date, there should not be any definitive period for this determination. <u>Company's note:</u> The municipalities' proposal is perpetually open-ended given the assumption that any weathered street light existed prior to the sale date.
13		6.4	Compensation for ancillary services in conjunction with flat fee Field Survey	Company charges customer for required additional services pursuant to legal/environmental requirements in addition to a flat fee to perform the survey per location (i.e., wastewater extraction and disposal for survey in manhole, for ex.).	The flat fee should cover all costs.

In Re: Customer-Owned Street and Area Lighting Proposal
Summary of Key Differences Between National Grid
and Municipalities Regarding Closing Documents
Page 5 of 6

Issue No.	Reference to Agreement of Sale	Reference to Attachment Agreement	Topic	Company's Position	Municipalities' Position
14	V	9.0	Liability	The Company's position is that this "as is, where is" condition negates or limits the Company's (negligence) company liability associated with purchased SL attachments.	The Company should delete, or at best, make reciprocal limits.
15	VII	10.0	Insurance	The Company has specified levels of personal and property liability. The Company included a self-insured clause for municipalities to limit maximum levels of liability.	The Company should delete, or at best, make reciprocal limits.
16		10.0, 10.4	Workers Compensation and Auto Liability	Company specified levels for acceptable risk.	Delete – This is beyond the Company's scope of jurisdiction relative to the attachments.
17		12.1	Assignment of rights	The municipalities cannot either assign or transfer their rights under the Attachment Agreement. The Act only specifies transfer of company attachment rights for existing street lighting applications purchased.	Attachment rights are statutory and cannot be prescribed by the Company.
18		12.3	Rights for the sole purpose of street lighting by the customer (Issue 6 above)	The Attachment Agreement does not allow the municipalities to attach non-street lighting equipment or other third-party attachments.	The Act allows the municipal customers to attach whatever they want to their street lighting equipment.
19		15.0	Termination of License	The Company's right to terminate	Street lighting attachment rights are

In Re: Customer-Owned Street and Area Lighting Proposal
Summary of Key Differences Between National Grid
and Municipalities Regarding Closing Documents
Page 6 of 6

Issue No.	Reference to Agreement of Sale	Reference to Attachment Agreement	Topic	Company's Position	Municipalities' Position
				individual License following compliance with all Terms and Conditions, including notices.	statutory and cannot be prescribed by the Company.
20		16.0	Termination of Agreement	This section of the Attachment Agreement specifies the rights of either party to terminate the Attachment Agreement following compliance with all Terms and Conditions, including notices.	Street lighting attachment rights are statutory and cannot be prescribed by the Company.
21		17.0	Removal Rights	In accordance with the Attachment Agreement and Terms and Conditions, (including notice), the Customer must remove the attachment at sole cost. This is consistent with the Company's other attachment agreements.	If the municipal customer is required to remove the attachment, the Company should pay for removal costs.

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

March 17, 2014
Date

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

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