



AGREEMENT

FOR

CUSTOMER-OWNED
STREET AND AREA LIGHTING
ATTACHMENTS

BETWEEN

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

AND

City of Central Falls, Rhode Island
(CUSTOMER)

DATED: ^{October 14,} ~~August 31,~~ 2016

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THIS AGREEMENT FOR CUSTOMER-OWNED STREET AND AREA LIGHTING ATTACHMENTS ("Agreement"), is made this 14th day of ~~August~~ ^{October}, 2016, 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 of Central Falls, a municipal corporation organized and existing under the laws of Rhode Island, having its principal office at City Hall, 580 Broad Street, Central Falls, Rhode Island, 02910, (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 of Central Falls, 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 is the sole owner of a Pole, and no longer requires the use of such Pole, and the Customer has been notified to remove its 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. In the event the Company jointly owns a pole, and Company and Joint Owner no longer require the use of such pole, and the Customer has been notified to remove its Attachment, the Customer may request to purchase the pole from the Company and Company hereby agrees to sell its interest in such pole, for its unamortized balance of the original installation cost, provided that either: (a) the Customer provides Company with evidence that Customer has purchased or will concurrently purchase the Joint Owner's interest in such Pole, or (b) the Customer provides Company notice of Joint Owner's written consent to Company's sale of Company's interest in such pole.

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, proceed to exercise its Removal Rights in accordance 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 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 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 Customers 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 Customers 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, 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 actual cost 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 Customers 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 National Joint Use Notification System.

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 separates 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 ratification or the authorization of the unauthorized use. If any license should subsequently be issued, the license shall not operate retroactively nor 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. The parties agree that 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 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 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, either (a) terminate this Agreement and all licenses granted hereunder, or (b) terminate any or all of 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:

City of Central Falls
City Hall, 580 Broad Street
Central Falls, RI 02910

(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: *Ch Kelly*

Name: Christopher Kelly

Title: Acting Senior Vice President, Electric Process and Engineering

City of Central Falls

By: *[Signature]*

Name: James A. Diossa

Title: Mayor

Reviewed per F.S.A. *[Signature]* 8/3/16

***[Signature]*
Leonard Morganis
Administration & Finance Officer**

Approved as to form and correctness

 [Signature]
City Solicitor

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: 6454
Application Number: _____ (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 Attachments 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 _____

The 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 6454
Application Number _____ (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 6454
Application Number _____

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 Attachments, dated _____, the following is a summary of the charges which will apply to complete a field survey covering Application Number _____.

	<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 _____

The 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 _____ 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 Attachments.

Date _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

Agreement Number: 6454
Application Number _____

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 _____ 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 _____

The 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 _____ 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 Attachments.

Date _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____ Email _____

Agreement Number: 6454

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>
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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 _____

The 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

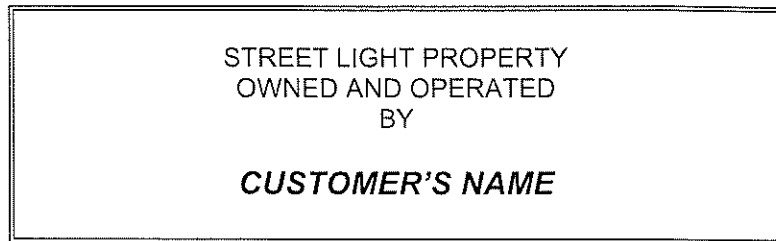


FIGURE 1: Ownership Identification Label

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 of Central Falls hereby acknowledges and agrees to the following:

1. The 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 CUSTOMER-OWNED STREET AND AREA LIGHTING ATTACHMENTS BETWEEN THE NARRAGANSETT ELECTRIC COMPANY D/B/A NATIONAL GRID and CITY OF CENTRAL FALLS DATED AUGUST __, 2016 (hereinafter "CENTRAL FALLS AGREEMENT").
2. The City of Central Falls hereby agrees that any work being done pursuant to CENTRAL FALLS 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. The City of Central Falls 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 the City of Central Falls pursuant to ARTICLE 9.0 of CENTRAL FALLS AGREEMENT, except to the extent attributable to the negligence or willful misconduct of National Grid.

CITY OF CENTRAL FALLS

BY:

NAME: James Diossa

TITLE: Mayor

DATE: 7/1/2016

Reviewed per F.S.A. 8/31/16

Leonard Morganis
Administration & Finance Officer