

APPENDIX A

CITY OF WORCESTER

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheets for asterisked (*) items. This information will be utilized by the City of Worcester for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Bid.

1. COMPANY NAME: _____

2. WHEN ORGANIZED: _____

3. INCORPORATED?
YES NO DATE AND STATE OF INCORPORATION: _____

4.* LIST ALL CURRENT AND PAST MUNICIPAL STREETLIGHT
MAINTENANCE CONTRACTS SHOWING CONTRACT AMOUNT AND
NUMBER OF STREETLIGHTS MAINTAINED BROKEN DOWN BY
OVERHEAD AND UNDERGROUND FED. ALSO INCLUDE CONTACT
PERSON/TITLE AND PHONE NUMBER:

5.* LIST ALL STREETLIGHT MAINTENANCE WORK INVOLVING
EXCAVATION AND REPAIR OF STREETLIGHT CABLE BREAKS,
DIG-INS AND TRENCH EXCAVATION FOR CONTRACTS LISTED IN
QUESTION 4.
SPECIFICALLY, HOW MANY EXCAVATIONS PER YEAR, WHAT WAS
THE SIZE AND COMPOSITION OF THE EXCAVATION CREW, HOW
MANY HOURS PER YEAR WAS THE EXCAVATION CREW USED, HOW
MUCH NEW CONDUIT INSTALLED AND WAS PAVING EXCAVATIONS
PART OF THE WORK.

- 6.* HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
YES NO
IF YES, WHERE AND WHY?

- 7.* HAVE YOU EVER DEFAULTED ON A CONTRACT?
YES NO
IF YES, PROVIDE DETAILS.

- 8.* LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- 9.* PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHOULD BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

1. PROJECT NAME/WORK DONE:

OWNER:

CITY/STATE:

DOLLAR AMOUNT: \$ _____

DATE COMPLETED: _____

PUBLICALLY BID? YES NO

CONTACT PERSON: _____ TELEPHONE #: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

2. PROJECT NAME/WORK DONE:

OWNER:

CITY/STATE:

DOLLAR AMOUNT: \$ _____

DATE COMPLETED: _____

PUBLICALLY BID? YES NO

CONTACT PERSON: _____ TELEPHONE #: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

3. PROJECT NAME/WORK DONE:

OWNER:

CITY/STATE:

DOLLAR AMOUNT: \$ _____

DATE COMPLETED: _____

PUBLICALLY BID? YES NO

CONTACT PERSON: _____ TELEPHONE #: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

4. PROJECT NAME/WORK DONE:

OWNER: _____

CITY/STATE: _____

DOLLAR AMOUNT: \$ _____

DATE COMPLETED: _____

PUBLICALLY BID? YES NO

CONTACT PERSON: _____ TELEPHONE #: _____

CONTACT PERSON'S RELATION TO PROJECT?: _____

(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Worcester in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____



CITY OF WORCESTER
LAW DEPARTMENT
CITY HALL, ROOM 301
WORCESTER, MASSACHUSETTS 01608

TELEPHONE
(508) 799-1161
FACSIMILE NUMBER
(508) 799-1163

DAVID M. MOORE
CITY SOLICITOR

Overnight Mail

June 30, 2010

Robert Hoaglund II, Senior Counsel
National Grid Legal Department
40 Sylvan Road
Waltham MA 02451

Re: Agreement of Sale and License Agreements - Street Light Purchase

Dear Mr. Hoaglund:

Enclosed please find duplicate originals of the Agreement of Sale and License Agreements regarding the City's purchase of street light facilities executed by the City. Also included is the original and a copy of the City Solicitor's letter regarding self insurance and a copy of the certificate of insurance from Wilmington Wiring Corporation.

Please have the Agreement of Sale and License Agreements and the Bill of Sale executed by National Grid's authorized signatory, whom you have informed me is Senior Vice President Patrick Hogan. Please return to my attention by overnight, priority mail or by hand delivery, the City's fully executed original of the Agreement of Sale and License Agreements and the duplicate original Bill of Sale, both executed by Mr. Hogan. Please also include in that package the original certificate of authority, the executed letter confirming that National Grid will credit \$473,900.50 to the City's outstanding street lighting electric service bill (Account # 90359-09024), the Project List as set forth in Article IV, Section 2 and Exhibit A, as provided to the City on June 18, 2010, in the form of a diskette.

I am informed that a check made payable to Massachusetts Electric Company in the amount of \$473,900.50 is being processed and to be forwarded to your attention, with the acknowledged Bill of Sale, upon receipt of the above.

Thank you for your attention to this matter.

Very truly yours,

Karen A. Meyer
Assistant City Solicitor

Cc: Robert J. Fiore, Assistant to the Commissioner, DPW&P
Thomas Zidelis, Chief Financial Officer
David M. Moore, City Solicitor

AGREEMENT OF SALE AND LICENSE AGREEMENTS

This Agreement of Sale and License Agreements ("Agreement"), is made as of this 30th day of June, 2010, by and between Massachusetts Electric Company d/b/a National Grid, a corporation organized and existing under the laws of the Commonwealth of Massachusetts, having a place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the "Seller"), and the City of Worcester, a municipality organized and existing under the laws of the Commonwealth of Massachusetts, located at 455 Main Street, Worcester, MA 01608 (hereinafter referred to as the "Buyer"). The Seller and the Buyer may hereinafter be referred to individually as a "Party", and, collectively, as the "Parties."

WHEREAS, the Seller presently provides street lighting services to the Buyer pursuant to multiple Massachusetts Electric Company tariffs approved by the Massachusetts Department of Public Utilities ("MDPU"); and

WHEREAS, the Buyer has exercised its rights under section 34A of Chapter 164 of the Massachusetts General Laws ("Section 34A") and has requested that the Seller sell to the Buyer certain of the Seller's existing street lighting and associated equipment located within the city limits of the City of Worcester as further described on Exhibit A attached hereto and made a part hereof (including, without limitation, the associated equipment (including the applicable foundations to the poles being transferred, conduits and other underground equipment that do not support utility services and are not part of Seller's distribution system) located within the limits of the City of Worcester, each, individually, a "Facility" and, collectively, the "Facilities"); and

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

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

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. Seller agrees to sell, and Buyer agrees to purchase, the Facilities, subject to the terms and conditions of this Agreement, the S-5 Tariff and Section 34A, on an "as is, where is" basis.

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

3. As of the Closing Date (as defined below), the City shall assume all responsibilities and obligations associated with ownership of the Facilities, including, without limitation, those contemplated by the S-5 Tariff.

4. To the extent that Seller possesses existing 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)") within thirty (30) days after the Closing. Seller shall not have any obligation to create any new maps for the Buyer, nor shall Seller have any obligation to review, update or correct any Maps. The Buyer assumes all risk and liability arising from the Buyer's (including any contractor, agent or representative of Buyer) use or reliance on any Map or information contained therein. SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES IN CONNECTION WITH THE MAPS, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (I) WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND (II) REPRESENTATIONS, WARRANTIES OR GUARANTEES WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF THE MAPS.

5. The Parties agree that the Seller shall update Exhibit A to this Agreement and provide the same to the Buyer within thirty (30) days after the Closing Date. Upon delivery of the revised Exhibit A, the Parties agree that the new Exhibit A will supersede and replace the previous Exhibit A in (i) this Agreement and (ii) the Bill of Sale.

II. CONSIDERATION

1. The Buyer shall pay to Seller at Closing consideration of \$473,900.50 for the Facilities ("Consideration") which represents the value of the Facilities as of the date the Seller received notice from the Buyer of its intent to acquire the Facilities. The Parties acknowledge that the Consideration is in compliance with the requirements of the Section 34A

2. The Seller shall pay all taxes on the Facilities up to and including the Closing Date, and Buyer shall pay all taxes, if any, on the Facilities thereafter. 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 or proportionally reduced in accordance with applicable law as of the Closing Date, the tax liability for 2010 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 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. Except to the extent specifically provided above, the Buyer shall be solely responsible for the payment of all taxes on or relating to the Facilities, if any, following the Closing Date.

III. CLOSING, TITLE AND DISCLAIMER OF WARRANTIES

1. **CLOSING:** The closing of the purchase and sale of the Facilities ("Closing") shall occur on June 30, 2010 or such other date as may be mutually agreed by the Parties ("Closing Date"). At the Closing, Buyer shall pay the Consideration to Seller, and Seller shall deliver to Buyer a Bill of Sale in the form attached hereto as Exhibit B and incorporated herein by reference (the "Bill of Sale").
2. **LIENS AND ENCUMBRANCES:** Notwithstanding any provision to the contrary, Seller represents to Buyer that the Facilities are free from all liens and encumbrances that are known to the Seller.

3. BILL OF SALE; DISCLAIMER OF WARRANTY:

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

(b) THERE ARE NO PROMISES, 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. THE FACILITIES ARE SOLD "AS IS." IN

ADDITION, THE SELLER EXPRESSLY DISCLAIMS ANY WARRANTY OR REPRESENTATION TO ANY THIRD PARTY WITH RESPECT TO THE FACILITIES OR ANY PART THEREOF.

IV TRANSFER, OPERATION AND MAINTENANCE OF THE FACILITIES

1. **REMOVAL OF COMPANY DESIGNATION:** Buyer shall remove or permanently cover up, in a reasonable manner and within a reasonable time, the designation "Massachusetts Electric Company" or any other reference to Seller, Seller's affiliates, or Seller's predecessors in interest found on or among the Facilities, so that no reference to Seller remains visible on or among the Facilities being transferred. The foregoing sentence shall only apply to wooden poles and street light standards included in the Facilities. The Buyer shall also place Buyer identification tags on all Facilities which shall include the name of the Buyer and a number identification. As Buyer places its identification tags on the Facilities or any new street lighting equipment, Buyer shall provide an annual inventory list to the Seller within ninety days after the end of each calendar year beginning in 2011 that identifies (i) any equipment on which a new identification tag has been affixed, (ii) its unique identification number per luminaire location, and (iii) the street address. The Buyer may utilize the numbering system established by the Seller. Any number identification system used by the Buyer shall be clear and comprehensive to the Seller. Notwithstanding the foregoing, the Buyer shall be required to provide a listing of all luminaires as provided in the S-5 Tariff.
2. **REPAIR AND MAINTENANCE:** From and after the Closing Date and subject to this Agreement, the Buyer shall be the sole owner of the Facilities with all rights, duties and obligations arising from, or in connection with, such ownership, including, without limitation, the obligations to repair, replace, maintain and operate the Facilities. On the Closing Date, the Seller shall provide to Buyer its most current project list reasonably identifying known street light projects for the Facilities (such as repairs or upgrades) that Seller has scheduled or is actively working on as of the Closing Date ("Outstanding Work"). Seller shall have no obligation to complete the Outstanding Work.
3. **DEMARCATON OF OWNERSHIP:** The Buyer acknowledges and agrees that, in many cases, there may not be a physical ownership demarcation point to separate or identify ownership (post Closing) of Buyer's Facilities from Seller's distribution structures or systems. Accordingly, the Parties agree that the point of ownership demarcation shall be deemed to be the connection point where the applicable street light Facility or Facilities is/are energized ("Connection Point"). The Seller shall own 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 of the applicable Facility. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Seller shall define the Connection Point.

4. **THIRD PARTY LIGHTING:** Lighting facilities (including, without limitation, poles, wires, luminaires, arms/brackets and conduits) owned by Seller and used to provide regulated lighting services to third parties (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. The transfer shall exclude facilities upon which Third Party Lighting Assets are attached ("Third Party Lighting Facility(ies)"); provided, however, that the Seller shall transfer any existing public street lighting equipment (i.e., luminaires and associated brackets/arms) to the Buyer that may be located on these facilities and upon which Third Party Lighting Assets are attached. The Seller shall retain ownership of all existing Third Party Lighting Facilities. The Buyer understands that the Seller shall continue to provide the regulated third party lighting services in the City of Worcester after the Closing.

5. **AUTHORITY TO PERFORM CONNECTIONS:** The Buyer shall not perform or make any connections (permanent or temporary) to, or in any way handle, tamper or interfere with, or otherwise disrupt, the Seller's electric distribution system or assets, in whole or in part, nor shall the Buyer permit or cause any third party (including without limitation, Buyer's agent or contractor) to do so. The Seller shall be the sole Party with authority to perform or make any and all (permanent and temporary) connections to the Seller's electric distribution system or assets for the purpose of providing service to the Buyer's outdoor street and area lighting system or otherwise in connection with the Facilities. If and to the extent the Buyer has a need for a connection to the Seller's electric distribution system or assets, the Buyer shall contact the Seller by making a written connection request and Seller shall respond within a commercially reasonable time pursuant to Seller's normal work scheduling protocols for responding to these type of requests either by making the necessary connection or notifying the Buyer that the Seller has determined, in its sole discretion, that such connection would not be compliant with any applicable codes, standards, laws, regulations or Seller's practices and policies.

6. **JOINT USE INFRASTRUCTURE AND DIRECT CONNECTIONS:** Buyer acknowledges and agrees that some of the Facilities ("Coexisting Facilities") are currently installed or otherwise coexist, in whole or in part, on or within Seller's conduit, vaults, or other Seller facilities, assets or infrastructure ("Joint-Use Structures"), that such Coexisting Facilities shall not be separated from the Joint Use Structures prior to Closing, and that, following Closing, the Coexisting Facilities and/or the Joint Use Structures may, from time to time, require change or replacement. If Seller 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 Seller assets, Seller shall provide Buyer with written notice of such work ("Seller Notice") and Buyer agrees to separate and relocate the Buyer's Coexisting Facilities associated with such

Joint Use Structure within six (6) months following the date of the Seller Notice, at Buyer's expense and in compliance with all applicable laws, rules, regulations codes and standards, as if such Coexisting Facilities were new facilities. The Seller Notice shall be provided by Seller 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.

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

8. **GRANT OF LICENSES FOR ATTACHMENT AND ACCESS RIGHTS**

(A.) **Attachment Rights:** To the extent permitted by law, Seller hereby grants a non-transferable, non-exclusive license to the Buyer, but only to the extent of Seller's right, ability and authority to grant such license, for the Buyer to attach the Facilities on or in Seller's electric distribution system assets as and where each such Facility is attached on the Closing Date (the "Attachment Rights License"). Seller is not purporting to provide any third party attachment rights, licenses or consents for or in connection with the Facilities.

(B.) **Access and Location Rights:** In the event Buyer does not own or already have rights in the underlying real property on which a Facility may be currently located, or the underlying real property used to access a Facility (each, a "Premises"), Seller hereby grants a non-transferable, non-exclusive license to Buyer as may be reasonably necessary for Buyer to (i) physically maintain such existing Facility where it is currently located on the Premises and (ii) access each such existing Facility located on said Premises, commencing on the Closing Date for the Term (as hereinafter defined), but only to the extent, and for so long as, Seller can reasonably grant such license (the "Access and Location Rights License"). This Access and Location Rights License shall not constitute an assignment of any of Seller's rights to access or use any Premises, and Seller makes no representations or warranties with respect to, and is not purporting to provide, grant or otherwise transfer any easements or rights of way owned by Seller in connection with this Access and Location Rights License, this Agreement

or the Facilities. In addition, Seller makes no representations or warranties with respect to whether the Buyer can maintain or access the Facilities pursuant to this Access and Location Rights License, nor is Seller under any obligation to restore, repair, or maintain a Premises in any respect or to render a Premises serviceable for access or passage or any other purpose in any respect; notwithstanding anything contained herein, Buyer shall be solely responsible for obtaining, at its sole cost and expense, any rights, easements, leases or licenses from the owner of a Premises that may be necessary for Buyer to locate and access (i) any of the Facilities, to the extent Seller can not grant such Access and Location Rights License, or (ii) any new street lighting equipment or facilities after the Closing Date. Should Buyer or its Contractor damage a Premises while exercising its rights under this Access Rights License, Buyer agrees, at its sole cost and expense, to restore said Premises to its condition existing prior to the occurrence of such damage, and shall, to the extent permitted by law and Buyer's insurance obligations contained herein, where Buyer self insures (or its insurance proceeds, as the case may be), indemnify Seller for any costs incurred by Seller as a result of Buyer's damage to a Premises.

(C.) **License Provisions and Agreements:** By Seller granting the above Attachment Rights License and Access and Location Rights License (collectively, the "Licenses") and by Buyer accepting the same by signing this Agreement, the Parties agree as follows: (i) Seller shall be under no obligation to construct, maintain, retain or replace any distribution or other equipment or facilities that is/are not needed for Seller's business, nor will Seller be limited or restricted from entering into any agreement or arrangement with third parties regarding the use of any of Seller's electric distribution system assets or other facilities and Buyer's rights and facilities shall be subject to any such existing or future attachment agreement; (ii) Buyer shall maintain all the Facilities that are subject to the Licenses provided hereunder in accordance with all applicable codes, rules, standards, regulations and laws and shall not introduce or cause any hazardous material or condition to exist or occur on the Premises or any of the Seller's property; (iii) Seller may take any action it deems necessary (in its sole discretion, without liability or prior notice, and at Buyer's sole cost and expense) with respect to the Facilities to provide for the safety of the public or of Seller's employees or contractors, or performance of Seller's service obligations; (iv) if Seller determines, in its sole discretion, that an emergency condition exists, Seller may rearrange, transfer, or remove the Facilities without prior notice, at the sole cost and expense of the Buyer and without liability to Seller; (v) Buyer, at its sole cost and expense and subject to the other provisions of this Agreement, shall operate and maintain the Facilities (or relocate them) in a manner that does not (a) interfere or conflict with (electrically or otherwise), or damage, Seller's electric distribution system or other Seller assets or facilities, or (b) interfere or conflict with, or damage, any other authorized user thereof or such user's equipment, assets or facilities; and (vi) Buyer shall not grant to any third party any rights with respect to the Licenses or allow any third party attachment to any of the Facilities or street lighting equipment that is located on or attached to Seller's

assets, property or infrastructure to which a license has been granted to the Buyer hereunder.

(D.) **Relocations, Alterations or New Street Lighting Equipment:** The Buyer understands that no material change, relocation or replacement with respect to any of the Facilities is authorized by Buyer under the Licenses or this Agreement. In the event the Buyer is required or elects, in its sole discretion, to (1) materially relocate or materially change any of the Facilities attached to the Seller's electric distribution system, or (2) attach any new street lighting equipment, facilities or any other asset or item to Seller's electric distribution system or support infrastructure, the Buyer shall be required to enter into separate overhead and underground license attachment agreements with the Seller prior to attaching any new street lighting equipment on Seller's electric distribution facilities or commencing or making any such material change, or any relocation or replacement with respect to any existing Facilities. Notwithstanding the foregoing, Buyer shall relocate the Facilities to the extent required by an authorized user of the Seller's distribution system or assets.

(E.) **Term:** The term of the Licenses shall commence upon the Closing Date and expire on the first anniversary thereof, and thereafter shall be automatically renewed each year for a period of one (1) full calendar year, provided however that if, Seller determines, in its sole discretion, that it needs to have sole use of Seller's property connected to a Facility, and/or sole use of a Premises, in connection with the present and/or future business activities of Seller or its affiliates, Seller reserves the right to terminate all or any portion of the Licenses at any time by giving to Buyer a written notice of termination at least twelve (12) months prior to the effective date of said termination and, provided further that upon execution of the overhead and underground attachment agreements, which shall govern all attachments on Seller's assets, the Licenses shall automatically terminate without notice. ("Term").

(F.) **Default:** If Buyer fails to comply with any provisions of this Article IV Section 8 or this Agreement, the Buyer shall be in breach ("Breach"). If and to the extent the Buyer fails to cure the Breach within thirty (30) days after the date of Seller's written notice thereof to Buyer, or, if such Breach is not reasonably capable of cure within the thirty (30) day period, such longer period as may be reasonably necessary to effect cure so long as (i) Buyer is diligently pursuing cure at all times, and (ii) such longer period does not exceed ninety (90) days, then the Seller may declare the Buyer in default ("Default"). In the event of a Default, then, in addition to any other remedy available to Seller at law or in equity, Seller shall have the right to revoke the Licenses, in whole or in part, and/or may require the Buyer to enter into a separate written license agreement(s) and charge the Buyer for any necessary make ready work caused by any unauthorized attachments.

9. NEW LIGHTING FACILITIES:

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

(B) Buyer acknowledges and agrees that, in the event the Buyer seeks to convert to lighting illumination sources other than those provided in Seller's tariff, including, without limitation, solid state lighting (each, a "Non-Compliant Source"), Seller shall not be able to provide service for such Non-Compliant Source and Seller shall be under no obligation to permit or provide service to such Non-Compliant Source.

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

V. LIABILITY

From and after the Closing Date, the Seller, its affiliates, and their respective officers, directors, employees, representatives and contractors shall not be liable to Buyer or its officers, officials, employees, representatives or contractors for any direct, indirect, consequential, punitive, incidental, special, or exemplary damages in connection with this Agreement, or the transactions contemplated herein, including, without limitation, the Licenses, or with respect to 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, M. G. L. c. 93A, strict liability, or negligence.

VI. INDEMNIFICATION

The Buyer agrees, that, from and after the Closing Date, to the extent permitted by law and to the extent of the Buyer's insurance obligations contained herein, where Buyer self insures, or its insurance coverage (under which Seller shall be named an additional insured as set forth in Article VII below), as the case may be, to defend and

to pay, protect, indemnify and save harmless the Seller and its affiliates against and from any and all liabilities, claims, suits, fines, penalties, damages, personal injury, losses, fees (including reasonable attorneys' fees), costs, and expenses arising out of or in connection with this Agreement, the ownership, maintenance and operation or the failure to operate the Facilities or any street lighting facilities and/or the Licenses granted hereunder resulting from any act, failure or omission on the part of the Buyer or any of its agents, employees or contractors. The Seller, and not the Buyer, shall remain responsible for claims in connection with the Facilities which accrued prior to the Closing Date, including costs and damages resulting from pending claims in litigation relating to the Facilities, if any, to the extent such claims arose from events occurring prior to the Closing Date.

VII. INSURANCE

(a) Buyer shall carry insurance issued by an insurance carrier satisfactory to Seller 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 loss, injury, or damage.

(b) 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. Buyer's insurance requirements for General Liability or Automobile Liability may be satisfied through any combination of excess liability and/or umbrella.

(c) 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.

(d) 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

(e) Property Insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon the Facilities. Seller and Buyer hereby mutually release each other (and their respective successors or assigns) from liability and waive all right of recovery against the other for any loss or damage of property resulting from the negligent or other unintentional acts or omissions of the other party covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(f) All insurance must be effective as of the Closing Date. Buyer accepts the obligation to inform Seller of changes in insurance or insurance carrier and/or policy on a prospective basis.

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

(h) 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 the Closing Date.

(i) Buyer shall require all of its contractors to carry insurance which meets the requirements specified under this Article VII of this Agreement, and that name Seller as an additional insured.

VIII. GOVERNING LAW

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

IX. PRIOR AGREEMENTS

This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersede all previous agreements, discussions,

communications, and correspondence. Any prior agreements, promises, negotiations, or representations not set forth in this Agreement are of no force or effect.

X. ASSIGNMENT, MODIFICATION

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

XI. SEVERABILITY

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

XII. SURVIVAL

- A. Articles I, II, III, IV, V, VI, and VII of this Agreement shall survive Closing, as well as the applicable terms and conditions contained in the remaining Articles of this Agreement.
- B. The Infrastructure Upgrade Agreement dated as of August 25, 2003 by and between Massachusetts Electric Company and the City of Worcester shall survive Closing.

XIII. NOTICE

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

Buyer:
Commissioner
Department of Public Works & Parks
City of Worcester
20 East Worcester Street
Worcester MA 01604

With a copy to:

City Manager
City of Worcester

455 Main Street
Worcester MA 01608

Seller:
National Grid
40 Sylvan Avenue
Waltham MA 02451
Attention: Outdoor Lighting Group

XIV. APPLICABLE STATUTE AND TARIFF

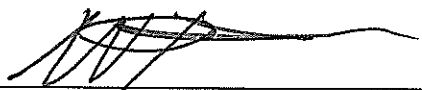
The Parties understand and agree that this Agreement is made pursuant to Section 34A and shall be subject to the terms of the S-5 Tariff. To the extent there is any conflict between this Agreement and the S-5 Tariff, the S-5 Tariff shall govern.

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

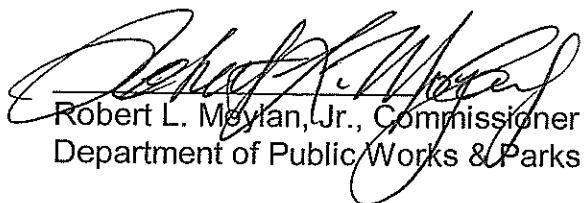
MASSACHUSETTS ELECTRIC COMPANY

By: _____
Name:
Title:

CITY OF WORCESTER

By:  _____
Michael V. O'Brien
City Manager

Recommended:


Robert L. Meylan, Jr., Commissioner
Department of Public Works & Parks

Approved as to Form:


Assistant City Solicitor

I certify that funds for this Agreement are
available in Account No. 14C712



Budget Analyst

EXHIBIT A
DESCRIPTION OF FACILITIES

EXHIBIT B BILL OF SALE

MASSACHUSETTS ELECTRIC COMPANYd/b/a National Grid, a Massachusetts corporation with a principal place of business in Waltham, Middlesex County, Massachusetts ("Seller"), in consideration of \$473,900.50 paid by the City of Worcester ("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 (collectively, the "Facilities"):

Description of Facilities

Certain existing street lighting and associated equipment located within the city limits of the City of Worcester, as further described on Exhibit A attached hereto and made a part hereof (including, without limitation, certain associated equipment (including the applicable foundations to the poles being transferred, conduits and other underground equipment that do not support utility services and are not part of Seller's distribution system) located within the limits of the City of Worcester)

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

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

IN WITNESS WHEREOF, MASSACHUSETTS ELECTRIC COMPANY has caused these presents to be signed in its name and behalf by its duly authorized representative, this day of June, 2010.

MASSACHUSETTS ELECTRIC COMPANY

By: _____
Name:
Title:

Accepted as to the Terms and Conditions contained herein.
City of Worcester

By: _____
Michael V. O'Brien
City Manager

MASSACHUSETTS ELECTRIC COMPANY

I, Alfred C. Bereche, do hereby certify:

1. That I am Assistant Clerk of Massachusetts Electric Company;
2. That the following is a true and correct copy of Article XXIV of the By-Laws of said Company:

ARTICLE XXIV


EXECUTION OF PAPERS

Except as the board of directors may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the corporation, shall be signed by the president, any vice president, the treasurer, or any assistant treasurer.

3. That the following officer has been duly elected or appointed, and now holds the position in said Company as indicated opposite his name:

Patrick Hogan – Senior Vice President

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Clerk of Massachusetts Electric Company; and have caused its corporate seal to be hereto affixed this 29th day of June, 2010.



Alfred C. Bereche, Assistant Clerk



CITY OF WORCESTER, MASSACHUSETTS
Law Department

David M. Moore
City Solicitor

June 28, 2010

Massachusetts Electric Company d/b/a National Grid
40 Sylvan Road
Waltham, Massachusetts 02451

Re: City of Worcester Self-Insurance

To Whom It May Concern:

In response to Section VII(h) of the Agreement for Sale and License Agreements between the City and Massachusetts Electric Company, please be advised that the city of Worcester does not carry liability insurance for any matter relevant to City's ownership and operation of street lights and the City has elected to self insure with respect to Article VII.

Sincerely,

A handwritten signature in black ink, appearing to read "David M. Moore", is written over the typed name and title.

David M. Moore
City Solicitor

cc: Robert L. Moylan, Jr., Commissioner



CERTIFICATE OF LIABILITY INSURANCE

OP ID JD

DATE (MM/DD/YYYY)

06/30/10

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wilmington Insurance Agency Five Middlesex Avenue Unit 14 P. O. Box 1010 Wilmington MA 01887-0580 Phone: 978-658-3805 Fax: 978-657-5724		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: WIIMI-2	
INSURED Wilmington Wiring Corp John Garrett 668 Main Street Unit # 290 Wilmington MA 01887		INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Insurance Co NAIC # 24198 INSURER B: Peerless Indemnity Insurance 18333 INSURER C: The Hartford INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY			CBP8615057	02/18/10	02/18/11	EACH OCCURRENCE \$ 1000000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10000
							MED EXP (Any one person) \$ 1000
							PERSONAL & ADV INJURY \$ 1000000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2000000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMPOX AGG \$ 1000000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY			BA8615057	02/18/10	02/18/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						
<input checked="" type="checkbox"/> NON-OWNED AUTOS			BA8615057	02/18/10	02/18/11		
<input checked="" type="checkbox"/> BA8615057			BA8615057	02/18/10	02/18/11		
A	<input type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CU8618757	02/18/10	02/18/11	EACH OCCURRENCE \$ 5000000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5000000
	<input type="checkbox"/> DEDUCTIBLE						
	<input checked="" type="checkbox"/> RETENTION \$ 10000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			08WECLF8426	06/18/10	06/18/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1000000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1000000
							E.L. DISEASE - POLICY LIMIT \$ 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Usual to firms operation of business on the job site. The City of Worcester, National Grid USA, its direct and indirect parents, subsidiaries and affiliates and Verizon New England Inc are each additional insureds for General Liability, Excess Liability and Commercial Automobile Liability coverage.

CERTIFICATE HOLDER**CANCELLATION**

NATIUSA National Grid USA and its Affiliates c/o National Grid 300 Erir Blvd Syracuse NY 13202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>John F. Liberty</i>

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NOTEPAD:

HOLDER CODE NATIUSA
INSURED'S NAME Wilmington Wiring Corp

WILMI-2
OP ID JD

PAGE 2
DATE 06/30/10

Should any of the above described policies be cancelled or reduced before the expiration date, the issuing carrier will endeavor to mail thirty (30) days notice to the certificate holder.



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

BETWEEN

Massachusetts Electric Company
d/b/a National Grid
(LICENSOR)

AND

City of Worcester, Massachusetts
(LICENSEE)

DATED: [Month, Date, Year]

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THIS AGREEMENT ("Agreement"), is made this [Date] day of [Month, Year], by and between Massachusetts Electric Company, a corporation organized and existing under the laws of Massachusetts, having its principal office at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the "Licensor"), and the City of Worcester, a municipal corporation organized and existing under the laws of Massachusetts, having its principal office at 455 Main Street, Worcester MA 01608 (hereinafter referred to as the "Licensee").

WITNESSETH

WHEREAS, Licensee is a municipal government and shall own, operate and maintain street and area lighting equipment to provide street and area lighting of public ways or public lands within Licensee's municipality; and

WHEREAS, Licensee has purchased street and area lighting Facilities attached to Licensor's Poles pursuant to MGL c. 164, § 34A, and the rulings of the MDPU (formerly MDTE) interpreting said provision, and desires to retain and/or make Attachments on the Poles of Licensor, which Poles are either Jointly Owned or solely owned by Licensor; and

WHEREAS, the execution of this Agreement by and between the Licensor and Licensee was contemplated pursuant to that certain Agreement of Sale and License Agreements, dated June 30, 2010, by and between Licensor and Licensee (the "Agreement of Sale"); and

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

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

1.0 DEFINITIONS

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

1.1 "Agreement of Sale" shall mean the agreement pursuant to which Licensor sold and Licensee purchased the Facilities subject to this Agreement.

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

1.3 "Connection Point" shall have the meaning ascribed to it in the Agreement of Sale, as further defined herein and is understood to be where the street light Facility is energized from the electric distribution system or similarly referenced as the point of ownership demarcation. The Licensor shall own the electric distribution system up to and including the Connection Point. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Licensor, at its sole discretion, shall define the Connection Point.

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

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

1.6 "Identification Tags" shall mean markings, labels or other displays that indicate ownership and function of Licensee's Facilities.

1.7 "Joint Owner" or "JO" shall mean a person, firm, or corporation sharing an ownership interest in a Pole and/or anchor rod with Licensor.

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

1.9 "Make-Ready Work" shall mean the work, identified through the Licensee requested Field Survey, required to safely accommodate Licensee's requested Attachments on Licensor's Pole(s), including the reconfiguration and/or transfer of existing facilities on a Pole, the replacement of a Pole, or any other modifications or upgrades required to accommodate Licensee's Attachments safely on Licensor's Pole(s).

1.10 "Material Change", "Materially Change" or "Materially Changed" shall mean any alteration, modification or replacement made to the existing Facilities that changes its characteristics associated with the; licensed specifications or description, mode of operation or

maintenance, physical attributes, use of Poles by Licensor or Other Licensees, attributes related to billing, and/or financial reporting considered as a capital investment.

1.11 "MDPU" shall mean the Massachusetts Department of Public Utilities (formerly referred to as the "MDTE", Massachusetts Department of Telecommunications and Energy).

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

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

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

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

2.0 SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee, revocable, nonexclusive licenses authorizing Licensee's Attachments to Licensor's Poles within the City of Worcester, for the sole purpose of providing street or area lighting of public ways or public lands. The license(s) shall (1) authorize existing and future Attachments upon Licensor's Poles, (2) provide definition of individual Facilities through the designation of a unique identification reference, (3) utilize the identification reference as the individual license reference, (4) recognize Facilities that are considered Attachments based solely upon the extended use of the Connection Point, and (5) represent Facilities for the purpose of inventory and billing administration. This Agreement shall govern with respect to licenses issued to Licensee's existing or future Attachments. The application for licenses or listing of current licenses shall be in the form attached hereto as APPENDIX III, Form A-1 (Application to Street Light Pole Attachment License) and A-2 (Street Light Pole Attachment License), respectively.

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

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

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

2.5 Nothing contained in this Agreement shall be construed to grant any rights to Licensee to include any wired or wireless hardware, equipment, apparatus, or device as part of any Attachment authorized by Licensor under the terms of this Agreement.

2.6 Except as otherwise provided in Section 6.1, Licensor and Licensee hereby agree that this Agreement shall govern with respect to Licensee's Attachments and supersede any applicable provision that may be contained in the Agreement of Sale.

3.0 FEES AND CHARGES

3.1 Licensee shall pay to Licensor the fees and charges, calculated in accordance with appropriate state and/or federal rules and regulations and as specified in applicable tariffs and in accordance with the terms and conditions of APPENDIX I, attached hereto and incorporated herein by reference, Article 4.0, Article 8.0, and APPENDIX III, Forms B-1 and B-2.

3.2 Nonpayment of any authorized work and the corresponding amount due under this Agreement shall constitute a default of this Agreement, and Licensor shall be entitled to exercise all of its rights and remedies under this Agreement, including but not limited to, termination rights under Article 19.0.

3.3 Licensor may change the amount of fees and charges specified in APPENDIX I by giving Licensee no fewer than sixty (60) days written notice prior to the date the change becomes effective. Notwithstanding any other provision of this Agreement, Licensee may

terminate this Agreement at the end of such sixty (60) day notice period if the change in fees and charges is not acceptable to Licensee, provided that Licensee gives Licensor no fewer than thirty (30) days written notice of its election to terminate this Agreement prior to the end of such sixty (60) day period. Upon said termination, Licensee shall be responsible for the removal of all Licensee's Attachments in accordance, unless otherwise specified, with and to the extent authorized by Article 19.0.

4.0 PAYMENTS

4.1 As described in Section 8.2, a Field Survey is required for each Pole on which Licensee requests to install an Attachment or on which Licensee proposes to relocate or Materially Change an existing Attachment. Prior to Licensor's performance of the required Field Survey, Licensee shall authorize Licensor to perform such Field Survey and Licensee shall make advance payment to Licensor in the amount specified by Licensor to cover Licensor's estimated cost to perform and complete the required Field Survey, as described in Section 8.2. The parties agree that upon completion of the Field Survey by Licensor, no adjustment of the Field Survey costs paid by Licensee shall be made to reflect Licensor's actual costs to perform the Field Survey, whether or not Licensor's actual costs are more or less than the estimated costs paid by Licensee. The current standard charge assessed to Licensee and all Other Licensees for the Field Survey can be found in APPENDIX I, Schedule of Fees and Charges and is based on Licensor's current estimated cost to perform and complete the Field Survey. Licensor reserves the right to change such standard charge assessed to Licensee and all Other Licensees from time to time and to provide written notice as stated in Section 3.3 for the Field Survey. For each Application for Street Light Pole Attachment License, the charge for the required Field Survey shall not be fixed until such amount has been specified by Licensor, the Field Survey has been authorized by Licensee, and Licensee has made advance payment to Licensor in the amount specified by Licensor.

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

4.3 Licensee shall pay the fees and charges for the purposes and as described in APPENDIX I to this Agreement and/or applicable tariffs.

5.0 SPECIFICATIONS

5.1 Licensee's Attachments shall be placed, maintained, and removed in accordance with the applicable requirements and specifications of the most recent editions of the National Electrical Code (NEC); the National Electrical Safety Code (NESC); the rules, regulations, and provisions of the Occupational Safety and Health Act (OSHA); and any governing authority having jurisdiction over the subject matter of this Agreement, as each may be amended from time to time. In addition, upon the performance of a Licensee requested Field Survey, Licensee's Attachments, which are the subject of the Field Survey, shall be placed, maintained, and removed in accordance with all safety-related requirements and specifications of the most recent edition of the Licensor's engineering standards, as may be amended from time to time, in effect at the time the Field Survey for such Attachments is performed. Licensee shall participate in any forum, group or organization, and utilize any designated common information management system, solely at the Licensee's cost, established to facilitate communications, priority, schedule and any other functions necessary to manage, locate or identify the attachment assets and actions of all licensees and facility owner(s).

5.2 To the extent authorized by Article 18.0, if Licensee's Attachments or any part(s) thereof are not placed, maintained, and removed in accordance with Section 5.1, Licensor may, upon ten (10) days' written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's Attachments from any or all of Licensor's Poles or perform such other work and take such other action in connection with said Attachments that Licensor deems necessary or advisable to provide for the safety of the public or Licensor's employees or performance of Licensor's service obligations, at the cost and expense of Licensee and without any liability incurred by Licensor to Licensee therefore; provided, however, that when in the reasonable judgment of Licensor such a condition may endanger the safety of Licensor's employees or contractors, other persons or property or interfere with the performance of Licensor's service obligations, Licensor may take such action in its sole discretion without liability and without prior notice, written or otherwise, to Licensee.

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

5.4 Licensee shall install in-line fuse assemblies or another form of Licensor approved physical disconnect device to function as an electrical separation between Licensor's and Licensee's systems and provide a designated level of electrical system protection. This disconnect device shall be located in close proximity to the energizing source Connection Point, accessible to both Licensor and Licensee, installed in conformance with Licensor's Overhead Electrical Construction Standards and be connected to the electrical distribution system's

energized lead of the aerial conductor designated by Licensor for use by the street or area light(s). The installation of these disconnect devices shall occur during each Facility Material Change or prior to each Licensor connection or reconnection or as otherwise provided in the Agreement of Sale. All existing overhead sourced Facilities shall be so equipped within five (5) years following execution of the Agreement of Sale. For avoidance of doubt, Licensor shall own the electric distribution system from and including the Connection Point and the Licensee shall own the street lighting equipment from the Connection Point to the applicable luminaire. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Licensor shall, in its sole discretion, determine the applicable demarcation point with respect to the electric distribution equipment and the Licensee's Facilities.

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

5.6 As described in Appendix III, Form F, Licensee shall only install twistlock photoelectric controls that meet or exceed the requirements of the latest edition of ANSI C136.10. Average power consumption shall not exceed 1.0 Watts at 120 VAC. The photoelectric control shall operate the luminaire assembly in compliance with the applicable tariff criteria. The average "turn off" value shall not exceed 1.5 times the "turn on" value.

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

5.8 Licensee shall utilize Licensor's pole location identification reference or shall maintain an appropriate means of light location identification (i.e. numbering system) in conjunction with and/or coordinated to the Licensor's pole location identification reference to maintain a unique reference which shall be clear, legible comprehensive and visible from the street side of the Facilities. Licensee shall provide Licensor an inventory list at the end of each calendar quarter that identifies any equipment on which a new identification reference per luminaire location has been assigned and the street address. Any number identification system used by the Licensee must be clear, comprehensive and approved by the Licensor.

6.0 LEGAL REQUIREMENTS

6.1 Licensee shall be responsible for obtaining from the appropriate public and/or private authority any authorizations required to construct, operate, and/or maintain its Attachments on the public and private property at the location of Licensor's Poles for which Licensee has obtained Street Light Pole Attachment Licenses under this Agreement and shall submit to Licensor evidence of such authorizations before making Attachments on such public and/or private property. Notwithstanding the foregoing, the Licensee has been granted by the Licensor certain license rights as provided in Article IV, Section 8B of the Agreement of Sale and any such license shall be governed by the terms and conditions of the Agreement of Sale.

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

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

7.0 ISSUANCE OF LICENSES

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

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

7.3 Licensee agrees that: (i) the maximum number of Poles covered by any single Application for Street Light Pole Attachment License submitted by Licensee shall be 20 Poles and (ii) the maximum number of Poles covered by all Applications for Street Light Pole Attachment Licenses submitted by Licensee which are pending approval by Licensor at any one time shall be 100 Poles in the aggregate. Licensee further agrees to designate a desired priority of completion of the Field Survey and Make-Ready Work for each of its applications relative to all other of its applications on file simultaneously with Licensor.

7.4 For the Licensor to provide the Attachment licenses and to maintain quality assurance of billing records, Licensee shall issue to Licensor within 15 days of the beginning of each calendar year and as otherwise requested by Licensor, a complete and detailed listing of all Facilities in-service as of December 31 of the preceding calendar year. The minimum detail to be provided shall meet the requirements designated for the Application for Street Light Pole Attachment License and Street Light and Pole Details (as defined in APPENDIX I). Licensee shall provide to Licensor a similar list of Facilities which are in-service upon request by Licensor. Such requests shall be limited to no more than one every 90 days. The Licensee shall be capable of providing the list of Facilities in a form approved by Licensor. The Licensor may perform random field audits of Facilities for the purpose of quality assurance of the information on the list provided by the Licensee. To the extent there are any differences between Licensee's list of Facilities and Licensor's list of Attachments which can not be reconciled to the satisfaction of the Licensor, such differences shall be resolved through compliance with the terms and conditions of this Agreement or applicable tariffs and statutes.

8.0 MAKE-READY WORK

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

8.2 A Field Survey is required for each Pole on which Licensee requests to install an Attachment or on which Licensee proposes to relocate or Materially Change its existing Attachment(s) in order to determine whether or not the Pole is adequate to accommodate Licensee's Attachment(s). If, as a result of the Field Survey, a determination is made that the requested Attachment cannot be accommodated safely on said Pole(s), the Field Survey shall identify what work, if any, is necessary to make the pole(s) ready to accommodate the requested Attachment, and provide the basis for estimating the cost of this work. The Licensor acknowledges that the Licensee will not request a Field Survey if Licensee replaces an existing Facility with a new Facility having the same physical and operational characteristics and in the same location and orientation as the existing Facility being replaced, (in-kind replacement). The Licensee is to provide Licensor a written request for each Field Survey providing appropriate description and engineering detail to define the proposed Attachment. The Licensor shall provide Licensee a Field Survey estimate representing all anticipated costs. Licensor shall perform the

Field Survey(s) following receipt of the Licensee's written authorization to proceed and the advance payment of the estimated amount specified by the Licensor. Licensee shall pay the actual costs to the Licensor for all Field Survey(s) work in accordance with the provisions of Article 4.0.

8.3 In the event Licensor determines that a Pole on which Licensee desires to install a new Attachment or on which Licensee proposes to reconfigure, relocate or Materially Change its Attachments is inadequate or otherwise needs rearrangement of the existing facilities thereon to accommodate the Attachments of Licensee in accordance with the specifications set forth in Article 5.0, Licensor will indicate on the Authorization for Pole Make-Ready Work (APPENDIX III, Form B-2) the cost of the required Make-Ready Work and will send the Authorization for Pole Make-Ready Work to Licensee.

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

8.5 Licensor reserves the right to refuse to grant a Street Light Pole Attachment License to Licensee or refuse authorization for the relocation or replacement of Attachments on a Pole when Licensor reasonably determines that: (i) the space on such Pole is required for the safe operation of Licensor's distribution system, (ii) such Pole may not be replaced, or (iii) the existing Facilities on such Pole may not be rearranged to accommodate Licensee's Attachments.

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

(a) reconfigure its Attachment(s) on the Pole(s) or transfer its Attachment(s) to any replacement Pole(s) as determined by Licensor so that the additional facilities of Licensor or Joint Owner may be attached. When such reconfiguration or transfer is required to install Licensor's or Joint Owner's additional attachments, Licensee shall assume the expense of such reconfigurations or transfer of Licensee's Facilities by Licensee. This paragraph also applies to circumstances under which: (i) an agency of

government, whether local, state or federal, requires the removal, relocation, or modification of a Pole affecting Licensee's Attachment(s) or (ii) a Pole must be repaired or replaced for any reason, including when such repair or replacement is performed to accommodate additional attachments of Licensor or Joint Owner.

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

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

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

(b) not rearrange or transfer its Attachments within fifteen (15) days after receipt of written notice from Licensor requesting such reconfiguration or transfer, Licensor or Joint User may perform or have performed such reconfiguration or transfer. Licensee shall be responsible for the expenses of such reconfiguration, transfer or removal performed by Licensor on behalf of Licensee in accordance with the provisions of Article 4.0. Licensee shall be given sixty (60) days notice prior to the performance of the Make-Ready Work associated with such reconfiguration, transfer or removal to establish expense reimbursement terms with the Other Licensee or third party. Licensee has sole responsibility for the recovery of the costs of the reconfiguration, transfer or removal of Licensee's Attachments from such Other Licensee or third party.

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

8.9 Licensors will endeavor to perform all Make-Ready Work to accommodate Licensee's Attachments as a part of its normal workload schedule.

8.10 All existing and new Facilities must comply with applicable Licensors tariffs and policies. All lighting or illumination sources (i.e. lamps) will be compliant with the energy consumption schedules and defined hours of operation as set-forth in the tariffs. Licensee acknowledges and agrees that, in the event that Licensee seeks to convert, replace or otherwise use a lighting or illumination source other than those provided in Licensors' applicable tariff, including without limitation solid state lighting, or operate such Facilities in a manner other than as stated in Licensors' applicable tariff, ("Non-Compliant Facilities"), Licensors shall be under no obligation to permit or provide service to such Non-Compliant Facilities. In the event Licensors elects, in its sole discretion, to accommodate such Non-Compliant Facilities, a separate agreement between Licensee and Licensors shall be executed. Such agreement shall be subject to applicable regulatory consent or approval prior to the application of the agreement.

9.0 CONSTRUCTION, MAINTENANCE, AND REMOVAL OF ATTACHMENTS

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

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

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

9.4 Licensee and its contractors shall not perform or make any connections (permanent or temporary) to, disconnections from, or in any way handle, tamper or interfere with, or otherwise disrupt, the Licensors' electric distribution system or assets, in whole or in part, nor shall the Licensee permit or cause any third party (including without limitation, Licensee's agent or contractor) to do so. The Licensors shall be the sole party with authority to perform or make any

and all (permanent and temporary) connections to or disconnections from the Licensor's electric distribution system for the purpose of providing electric service to the Licensee's Facilities. If and to the extent the Licensee has a need for a connection or disconnection associated with the Licensor's electric distribution system or assets, the Licensee shall contact the Licensor by making a connection/disconnection request through normal customer contact channels and Licensor shall make the necessary connection/disconnection, provided, that the Licensor determines, in its sole discretion, that such connection is appropriate under the terms of applicable codes, standards, laws, regulations and Licensor's practices and policies.

9.5 The Licensee or its contractors are prohibited from, have no authority to, and shall not permit or cause any third party to, access or ingress any of the Licensor's enclosed or underground primary or secondary electric distribution infrastructure, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears. The Licensee and its contractors shall comply with all applicable codes, standards, laws, regulations, and Licensor's practices and policies when accessing any overhead electric distribution system infrastructure. If and to the extent the Licensee needs to access or ingress to any of the Licensor's underground or overhead electric distribution system infrastructure, the Licensee shall contact the Licensor and the Licensor shall respond to the Licensee's request, provide required support, and/or perform the necessary work as requested following its normal work order scheduling protocol, provided, that, the Licensor determines, in its sole discretion, that such connection/disconnection or other requested work is appropriate under the terms of applicable codes. Licensee agrees to compensate Licensor for all work associated with each Attachment consistent with the charges or fees as set forth in this agreement and/or as defined in the applicable tariff.

9.6 Licensee may contract with Licensor or any other entity for the construction, maintenance, and/or removal of Licensee's Attachments on Licensor's Poles. Licensee shall guarantee that any persons installing, maintaining, and/or removing Licensee's Attachments on Licensor's Poles, whether Licensor's employees or Licensee or Licensee's contractors, are qualified to perform such work in accordance with the requirements of Section 5.1 and other applicable parts of this Agreement. Licensee is responsible for ensuring completion of any required training for said persons, except where such work is performed by Licensor.

9.7 All tree trimming made necessary by reason of:

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

(b) prospective maintenance and operation, including but not limited to the functional performance, lumen output or illumination orientation shall be performed by

Licensee or Licensee's qualified contractor provided appropriate approvals have been granted by the owner(s) of the tree(s) and all other governing authorities. The portion of the tree(s) to be impacted by trimming shall only be within a radial distance of three (3) feet of the luminaire extending below a horizontal plane established from the highest vertical point of the luminaire unless such area is within specified clearance distances of the electrical distribution or transmission system as designated by Licensor and/or other governing authorities upon which the Licensee shall comply with the tree trimming Section 9.4 (a) for construction, reconstruction, relocation or Facility Material Change.

10.0 INSPECTIONS OF LICENSEE'S ATTACHMENTS

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

10.2 Licensor reserves the right, at its sole discretion, to make inspections of any part of Licensee's Attachments at Licensee's expense, if the inspection performed pursuant to Section 10.1 *supra* reveals any of the following:

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

Prior to the performance of such inspections, at Licensee's expense, Licensor shall provide advance notice to Licensee stating the reason for the inspection. Licensee may join Licensor in the inspection of Licensee's Attachments when such inspection is performed at Licensee's expense.

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

11.0 UNAUTHORIZED ATTACHMENTS

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

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

12.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER

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

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

12.3 Except to the extent caused by the negligence of Licensor, Licensee shall, to the full extent allowed by law and to the extent of Licensee's insurance coverage (under which Licensor shall be named an additional insured), and shall cause any party performing work in connection with this Agreement on behalf of Licensee to, indemnify, save harmless, and defend Licensor, 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 Licensee'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 Licensor, by reason of: (a) any work or action done upon the Poles licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition, operation of said Poles or any part thereof by Licensee or any of its agents, contractors, servants, or employees; (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable; (d) any accident, injury (including, but not limited to, death), or damage to any person or property occurring upon said Poles or any part thereof or arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees, except where such work is performed by Licensor; (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms, or conditions contained in this Agreement; (f) payments made under any Workers' Compensation Law or under any plan for employee disability and death benefits arising out of any use of the Poles by Licensee or any of its agents, contractors, servants, employees; or (g) by the installation, operation, maintenance, presence, use, occupancy, or removal of Licensee's Attachments by Licensee or any of its agents, contractors, servants, or employees or by their proximity to the facilities of other parties attached to Licensor's Poles, including without limitation, taxes, special charges by others, and from and against all claims and demands for infringement of patents with respect to the manufacture, use, and operation of Licensee's Attachments in combination with Licensor's Poles, or otherwise.

12.4 The Licensor makes no warranties, representations, guarantees or promises in connection herewith or therewith, whether statutory, oral, written, express, or implied as to the present or future strength, condition, or state of any Facilities, Poles, wires, apparatus or otherwise in connection with any attachment, the facilities or this Agreement. The Licensee, or its contractors, agents and representatives performing any attachment work, shall be responsible and liable for testing or observing the Poles to determine whether the Poles are safe to access and ascend. If the Licensee questions the integrity or safety of any Pole or if the Pole is marked as unsafe, the Licensee shall refrain from accessing, ascending, or handling the Pole in any manner whatsoever and shall notify or confirm said condition with Licensor. Should the Licensee, or its contractor, agent or representative decide, in its sole judgment, to access a Pole (including,

without limitation, Poles which are marked unsafe or appear to be unsafe), the Licensee, not Licensor or its affiliates, shall assume all risk of loss, liability and damages (including injury to any person(s) (including death) or property), and the Licensee shall indemnify, defend, release and hold harmless Licensor, its affiliates and the Licensor's and its affiliate's successors, assigns, officers, agents, representatives as indicated herein.

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

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

13.0 INSURANCE

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

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

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

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

such Law as a defense in either the adjustment of any claim, or in the defense of any suit directly asserted by an insured entity

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

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

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

13.5 Property Insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon the Facilities. Licensor and Licensee hereby mutually release each other (and their respective successors or assigns) from liability and waive all right of recovery against the other for any loss or damage of property resulting from the negligent or other unintentional acts or omissions of the other party covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

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

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

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

14.0 AUTHORIZATION NOT EXCLUSIVE

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

15.0 ASSIGNMENT OF RIGHTS

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

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

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

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

16.0 FAILURE TO ENFORCE

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

17.0 TERM OF AGREEMENT

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

17.2 Termination of this Agreement or of any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination, nor Licensor's and Licensee's rights pursuant to the laws, ordinances, regulations, and rulings governing the subject matter of this Agreement, including but not limited to, MGL c. 164, § 34A, and DTE 98-76, 98-89, and 01-25.

18.0 TERMINATION OF LICENSE

18.1 Any license issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority pursuant to any laws, ordinances, regulations, and rulings, including but not limited to MGL c. 164, § 34A and DTE 98-76, 98-89, and 01-25, to construct, operate, and/or maintain its Attachments on the public or private property at the location of the particular Pole covered by the license.

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

18.3 Licensor may at any time terminate a license for specific Attachments provided written notice of such termination is received by Licensee no less than fifteen (15) days prior to proposed actions causing conflict with the existing Attachments. Licensor may exercise its Removal Rights requiring Licensee to remove its Attachments, at its expense, from any of the designated Licensor's Poles within fifteen (15) days after termination of the license covering such Attachments. If Licensee fails to remove its Attachments within such fifteen (15) day period, Licensor shall have the right to remove such Attachments at Licensee's expense. Terms and conditions of Articles 8.0 and 20.0 of this Agreement shall govern the removal of Licensee's Attachments.

19.0 TERMINATION OF AGREEMENT

19.1 If Licensee 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 Licensee's facilities or Attachments are maintained or used in violation of any law and Licensee shall fail within thirty

(30) days after written notice from Licensor to cure such default or noncompliance, Licensor may, at its option, terminate this Agreement and all authorizations granted hereunder, or the authorizations covering the Poles as to which such default or noncompliance shall have occurred.

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

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

19.4 To the extent that Licensor is exercising its Removal Rights, Licensor may require Licensee to remove its Attachments. If Licensee (or its agents) fails to remove Licensee's Attachments from Licensor's Poles within the applicable time periods specified in this Agreement, Licensor shall have the right to remove the Attachments at Licensee's expense and without any liability incurred by Licensor to Licensee for loss of service provided by Licensee or any damage or injury to Licensee's unlicensed Attachment(s). If Licensor exercises its Removal Rights to remove the Attachments, Licensor shall have the option to sell or otherwise dispose of the removed Attachments to cover the expense of the removal. If the sale of the Attachments does not cover the entire expense of the removal, Licensee shall be liable to Licensor for the remaining expense. Licensee shall be liable for and pay all fees and charges due to Licensor pursuant to the terms of this Agreement until Licensee's Attachments are removed from Licensor's Poles.

20.0 REMOVAL RIGHTS

20.1 The Removal Rights as designated within this article shall apply in all cases where either Licensee or Licensor terminates a License or this Agreement or in the course of normal operation or maintenance of Attachments to Poles and as authorized pursuant to any laws, ordinances, regulations, and regulatory rulings, including but not limited to MGL c. 164, § 34A and DTE 98-76, 98-89, and 01-25.

20.2 In the course of daily operation or maintenance, should the existing Attachment require replacement, relocation or other Material Change, the Attachment is to be modified or

terminated. The Licensee is responsible for the proposed construction to facilitate the replacement, relocation or removal of the Facilities where applicable at Licensee's expense.

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

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

21.0 DISPUTE RESOLUTION

21.1 Any dispute other than disputes covered by Section 21.3 between Licensors and Licensee involving rights, obligations, or service under this Agreement shall be referred to a senior representative of Licensors designated by Licensors and a senior representative of Licensee designated by Licensee for resolution on an informal basis as promptly as practicable. In the event the designated senior representatives are unable to resolve the dispute within thirty (30) days, or such other period as the parties may mutually agree upon, such dispute may be submitted to non-binding arbitration and resolved in accordance with the arbitration procedure set forth herein if Licensors and Licensee mutually agree. If they do not agree, such dispute shall be presented promptly to the regulatory agency or a court of appropriate jurisdiction, but in no event later than sixty (60) days after rejecting arbitration.

21.2 The arbitration shall be conducted before a single neutral arbitrator appointed by the parties. If the parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, Licensors and Licensee shall each choose one arbitrator, who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to act as chairman of the arbitration panel. All arbitrators appointed or chosen shall be knowledgeable in electric utility matters, including electric distribution system and/or street lighting issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration. The arbitrator(s) shall afford each of the parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American

Arbitration Association. There shall be no formal discovery conducted in connection with the arbitration; however, the parties shall exchange witness lists and copies of any exhibits that they intend to utilize in their direct presentations at any hearing before the arbitrator(s) at least ten (10) days prior to such hearing, along with any other information or documents specifically requested by the arbitrator(s) prior to the hearing. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of his, her, or their appointment and shall notify the parties in writing of such decision and the reasons therefore, and shall make an award apportioning the payment of the costs and expenses of arbitration among the parties; provided, however, that each party shall bear the costs and expenses of its own attorneys, expert witnesses, and consultants. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any of the provisions of this Agreement in any manner.

21.3 Referral of any matter to arbitration shall be without prejudice to the parties to avail themselves of all other remedies available under law or pursuant to the terms of this Agreement.

21.4 Performance by the parties under the terms of this Agreement shall not be interrupted or delayed during any arbitration proceeding except upon the mutual written agreement of the parties.

22.0 CHOICE OF LAW

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the conflicts of law principles contained therein.

23.0 SEVERABILITY

23.1 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.

24.0 NOTICES

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

To Licensee:

Commissioner, Department of Public Works
City of Worcester
20 East Worcester Street
Worcester MA 01604

With a copy to:

City Manager
City of Worcester
455 Main Street
Worcester MA 01608

To Licensor:

Application for Pole Attachment License, Authorization for Field Survey Work, Authorization for Make Ready Work, and Notification of Discontinuance of Use of Poles to Licensor's District Office at:

Massachusetts Electric Company d/b/a National Grid
Attention: Energy Solutions Delivery
939 Southbridge Street
Worcester, MA 01610

All certificates of Insurance to:

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

With a copy of certificate of Insurance to:

Massachusetts Electric Company d/b/a National Grid
Attention: Energy Solutions Delivery
939 Southbridge Street
Worcester, MA 01610

A copy of all notices to:

Massachusetts Electric Company d/b/a National Grid

Attention: Outdoor Lighting
40 Sylvan Road
Waltham, Massachusetts 02451-1120

25.0 ENTIRE AGREEMENT

25.1 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 part of this Agreement. This Agreement constitutes the entire Agreement between Licensor and Licensee, and all previous representations either oral or written, (including, but not limited to any and all previous Pole Attachment Agreements insofar as Licensee is concerned except as to liabilities accrued, if any) are hereby annulled and superseded.

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

Massachusetts Electric Company d/b/a National Grid

By: _____

Name (Print): [Name of Company Designee]

Title (Print): [Title of Company Designee]

City of Worcester

By: _____

Name (Print): [Name of Municipal Executive]

Title (Print): [Title of Municipal Executive]

APPENDIX I
SCHEDULE OF FEES AND CHARGES
STREET LIGHT POLE ATTACHMENTS

(A) Attachment

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

(B) Field Survey

Whenever a Field Survey is required under this Agreement, Licensee shall pay Licensor for the expense thereof. The current standard charge assessed to Licensee and all Other Licensees for the Field Survey is \$126.21 per Attachment and is based on Licensor's current estimated cost to perform and complete the Field Survey.

(C) Make-Ready Work

Whenever Make-Ready Work is required under this Agreement, Licensee shall pay Licensor for the expense thereof. Make Ready Work may include, but is not limited to, the replacement of the Pole on which Licensee's Attachments will be placed with a new Pole of the necessary height, strength, and class required to accommodate Licensee's Attachments, and such other changes in the existing Pole line in which such Pole is included as Licensee's Attachments may require. Make Ready Work expenses charged by Licensor may also include the following:

- (a) The net loss to Licensor on the replaced Pole based on its reproduction cost less depreciation, plus cost of removal;
- (b) Excess height or strength of the new Pole over the existing Pole made necessary by reason of Licensee's Attachments;
- (c) Transferring Licensor's Attachments from the old Pole to the new Pole; and
- (d) Any other rearrangements and changes necessary by reason of Licensee's proposed or existing Attachments.

(D) Other Charges and Fees

Licensee 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 Pole(s) in question.

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

"Interest shall accrue and be payable to Licensor at the rate set by the Commissioner of Internal Revenue pursuant to Internal Revenue Code, Section 6621; Treasury Regulations Section 301.6621-1, from and after the payment

date of any payment required by this Agreement. The payment of any interest shall not cure or excuse any default by Licensee under this Agreement.”

APPENDIX II

PROCEDURE FOR PROCESSING MULTIPLE APPLICATIONS

The following procedure shall be used to process applications by multiple licensees to attach to Licensor's Poles.

(A) DEFINITIONS

1. Simultaneous Application(s)

Properly completed Application for Street Light Pole Attachment License by Licensee and Application(s) for Street Light Pole Attachment License for the same Pole(s) received by Licensor from other applicant(s) on the same business day.

2. Non-simultaneous Application(s)

Properly completed Application for Street Light Pole Attachment License by Licensee and Application(s) for Street Light Pole Attachment License for the same Pole(s) received by Licensor from other applicant(s) on different business days.

3. Initial Applicant

The applicant filing the Non-simultaneous Application that is first received by Licensor shall be the Initial Applicant.

4. Additional Applicant

Any applicant filing a Non-simultaneous Application that is received by Licensor after another application has already been received by Licensor.

5. Option 1

Licensor will process the Application for Street Light Pole Attachment License of the Initial Applicant as if no other application had been received.

6. Option 2

Licensor will process the Application(s) for Street Light Pole Attachment License of the Initial and Additional Applicants in accordance with the procedure for Simultaneous Applications.

(B) MULTIPLE LICENSE APPLICATION PROCESSING

Both Simultaneous and Non-simultaneous Applications for the same pole will be processed by Licensor in accordance with the procedures set forth in the attached flow chart.

(C) NON-SIMULTANEOUS APPLICATIONS

- (1) For Non-simultaneous Applications, the Initial Applicant will be able to select between Options 1 and 2. The Initial Applicant may delay selection until the required Field Survey has been completed and the estimated cost of Make-

Ready Work supplied to the Initial Applicant. Where the Initial Applicant elects to delay his selection, he shall notify Licensor of his selection within 15 days after receiving the Make-Ready Work Estimate; otherwise, Licensor will deem the Initial Applicant to have selected Option 1.

- (2) Option 2 will be subject to acceptance by all of the multiple applicants involved. Each Additional Applicant will have 15 days from the date it is advised by Licensor that the Initial Applicant has selected Option 2 to notify Licensor that it accepts or rejects the conditions applicable under Option 2; otherwise, Licensor will deem the Additional Applicant to have canceled its application.
- (3) All work in progress on the Initial Applicant's application involving multiple pole attachments will be suspended by Licensor from the time that the Initial Applicant is offered Options 1 and 2 until he notifies Licensor of the option he elects in accordance with C1 above.

(D) SIMULTANEOUS APPLICATIONS

- (1) The Field Survey will identify and estimate the cost of required Make-Ready Work, including the work necessary to:
 - (a) Issue a license to a single applicant and,
 - (b) Issue licenses simultaneously to the multiple applicants.
- (2) Licensor will consider a Simultaneous Application canceled if the applicant fails to notify Licensor in writing of his acceptance of the estimated cost of Make-Ready Work and make the advance payment within 15 days following his receipt of such estimate from Licensor.
- (3) Within 15 days of their receipt of the estimated cost of the required Make-Ready Work, the applicants must develop a schedule, acceptable to all applicants and Licensor, which defines the order of Pole availability for Attachments and an overall completion schedule. If such a schedule cannot be agreed to by all parties within 15 days, Licensor shall complete all Make-Ready Work before issuing licenses to all applicants simultaneously. Any applicant who cannot agree with the provision that Licensor complete all Make-Ready Work before simultaneously granting licenses to all applicants will be deemed by Licensor to have canceled his application.

(E) CHANGES IN APPENDIX

This Appendix may be changed in whole or in part at any time during the terms of this Agreement at the sole option of Licensor upon the giving of not less than 30 days written notice thereof to Licensee and to substitute in place thereof such other provisions as Licensor may deem necessary as relative to multiple attachments to poles of Licensor.

APPENDIX II

PROCEDURE FOR PROCESSING MULTIPLE APPLICATIONS

CASE DESCRIPTION	FIELD SURVEY		MAKE-READY WORK	
	REQUIREMENTS	COST ALLOCATION	SCHEDULE	COST ALLOCATION
1. Simultaneous Applications.	<p>Determine Make-Ready Work required and estimated cost for two cases:</p> <ol style="list-style-type: none"> Attachment by a single Licensee, Attachment by multiple Licensees simultaneously. 	Total cost of the Field Survey shared equally by multiple applicants.	<p>Multiple applicants must develop mutually acceptable:</p> <ol style="list-style-type: none"> Order of Pole availability and Overall completion schedule. <p>Where multiple applicants cannot agree within 15 days of receipt of estimate from Licensor, Licensor will complete <u>ALL</u> Make-Ready Work before granting licenses simultaneously to multiple applicants.</p>	<p>Total cost shared by multiple applicants.</p> <p>If only one applicant agrees to its shared portion of total estimated cost, that applicant will be quoted the cost to accommodate attachment by a single Licensee.</p>
2. Non-Simultaneous Applications - No Field Survey work performed.	<p>Determine Make-Ready Work required and estimated cost for three cases:</p> <ol style="list-style-type: none"> Attachment by a single Licensee, Attachment by multiple Licensees simultaneously, Attachment by multiple Licensees non-simultaneously. 	Total cost of the Field Survey shared equally by multiple applicants.	OPTION 1: Treat Initial Applicant as a non-multiple applicant.	
			<p><u>Initial Applicant:</u> Treated as a non-multiple applicant.</p> <p><u>Additional Applicant:</u> Where a conflict exists, Make-Ready Work will not be performed until licenses have been issued to Initial Applicant.</p>	<p><u>Initial Applicant:</u> Pays for Make-Ready Work required to accommodate a single Licensee.</p> <p><u>Additional Applicant:</u> Pays for Make-Ready Work required to accommodate an additional Licensee on Pole already occupied by Initial Applicant.</p>
			OPTION 2: Treat Initial and Additional Applicant as Simultaneous Applicants.	
			Same as Case 1.	Same as Case 1.
3. Non-Simultaneous Applications - Full or partial Field Survey performed.	<p>For balance of Field Survey, determine Make-Ready Work required and estimated cost for three cases:</p> <ol style="list-style-type: none"> Attachment by a single Licensee, Attachment by multiple Licensees simultaneously, Attachment by multiple Licensees non-simultaneously. <p>For locations already surveyed, resurvey to determine Make-Ready Work required to accommodate Additional Applicant (items 2 and 3 above).</p>	<p>Total cost of the balance of the Field Survey shared equally by multiple applicants.</p> <p><u>Initial Applicant:</u> Pays for portions of the Field Survey already completed.</p> <p><u>Additional Applicant:</u> Pays for resurvey to determine Make-Ready Work required to accommodate Additional Applicant.</p>	OPTION 1: Treat Initial Applicant as a non-multiple applicant.	
			Same as Case 2, Option 1.	Same as Case 2, Option 1.
			OPTION 2: Treat Initial and Additional Applicant as Simultaneous Applicants.	
			Same as Case 1.	Same as Case 1.

APPENDIX III
ADMINISTRATIVE FORMS AND NOTICES
INDEX OF ADMINISTRATIVE FORMS

APPLICATION FOR STREET LIGHT POLE ATTACHMENT LICENSE / STREET LIGHT POLE ATTACHMENT LICENSE	A-1
STREET LIGHT AND POLE DETAILS	A-2
ESTIMATE FOR FIELD SURVEY / AUTHORIZATION FOR FIELD SURVEY	B-1
MAKE-READY WORK ESTIMATE / AUTHORIZATION FOR MAKE-READY WORK	B-2
ITEMIZED MAKE-READY WORK	C
NOTIFICATION OF DISCONTINUANCE OF USE OF POLES FOR STREET LIGHT ATTACHMENT	D
IDENTIFICATION TAGS	E
TWISTLOCK PHOTOELECTRIC CONTROLS	F
LIGHTING SOURCE IDENTIFICATION LABELS	G

Agreement Number _____
Application Number _____

Form A-1

APPLICATION FOR STREET LIGHT POLE ATTACHMENT LICENSE

DATE _____

LICENSEE _____

Street Address _____

City, State, Zip Code _____

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

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

STREET LIGHT POLE ATTACHMENT LICENSE

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

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

NOTES:

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

Agreement Number _____
Application Number _____

Form A-2

STREET LIGHT POLE ATTACHMENT DETAILS

LICENSEE _____

Municipality _____

(Note: Provide separate sheets for each municipality)

<u>Pole Nos.</u>	<u>Location</u>	<u>Attachment Description</u>
------------------	-----------------	-------------------------------

_____ (Yes/No)

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

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number _____
Application / Request No. _____

Form B-1

ESTIMATE FOR FIELD SURVEY

(Licensee)

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

<u>Total</u>	<u>Hours / Poles</u>	<u>Rate / Unit</u>	<u>Total</u>
Field Survey	_____	_____	\$ _____
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 _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

AUTHORIZATION FOR FIELD SURVEY

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

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number _____
Application / Request No. _____

Form B-2

MAKE-READY WORK ESTIMATE

(Licensee)

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

TOTAL MAKE-READY CHARGES \$ _____

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

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

AUTHORIZATION FOR MAKE-READY WORK

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

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Form C

Sheet _____ of _____

Licensee: _____

Prepared By: _____

Municipality: _____

License Application No.: _____

POLE INFORMATION		MAKE-READY WORK REQUIREMENTS	
Licensor Pole No.	Loc. (Street)	Qty.	Description of Work
</			

Agreement Number _____

Form D

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

LICENSEE _____

Street Address _____

City, State, Zip Code _____

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

Street
Name

Pole
Number(s)

Number of
Attachments

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

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

DATE _____

By (Print Name) _____

Signature _____

Title _____

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

Use of poles has been discontinued as above.

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

IDENTIFICATION TAGS

1. **GENERAL**

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

2. **DESCRIPTION OF IDENTIFICATION TAGS**

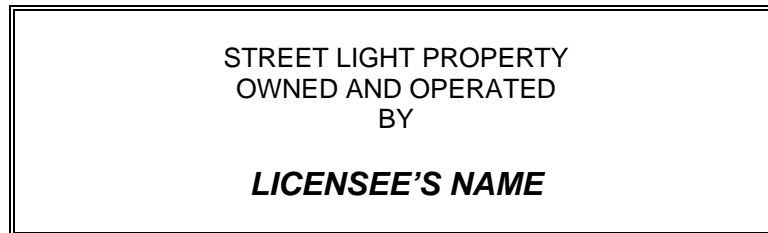


FIGURE 1: Identification Tag

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

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

3. **PROCUREMENT OF TAGS**

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

4. **INSTALLATION OF IDENTIFICATION TAGS - AERIAL APPLICATION**

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

- On each luminaire, on the bottom of the luminaire so that it is visible from the ground.
- On cables at each pole, on the bottom of the cable so that it is visible from the ground.
- On cable risers at each pole, on the riser conduit approximately 6' above ground.
- At anchor and guy locations:
 - Between the device used to secure the strand (i.e., strand vise, guy grips or clamps) and the eye of the rod, or
 - If a guy shield is in place, at the top of the guy shield on the strand.
- At terminal locations, at the neck of the terminal.

- At cabinets, on the front of the cabinet.

FORM F

TWISTLOCK PHOTOELECTRIC CONTROLS

(National Grid USA Material Standard MS-6140)

FORM G

LIGHTING SOURCE IDENTIFICATION LABELS



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

BETWEEN

Massachusetts Electric Company
d/b/a National Grid
(LICENSOR)

AND

City of Worcester, Massachusetts
(LICENSEE)

DATED: [Month Date, Year]

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THIS AGREEMENT, ("Agreement"), is made this [Date] day of [Month, Year], by and between Massachusetts Electric Company, a corporation organized and existing under the laws of Massachusetts, having its principal office at 40 Sylvan Road, Waltham, Massachusetts 02451, (hereinafter referred to as the "Licensor") and the City of Worcester, a municipal corporation organized and existing under the laws of Massachusetts, having its principal office at 455 Main Street, Worcester MA 01608 (hereinafter referred to as the "Licensee").

WITNESSETH

WHEREAS, Licensee is a municipal government and shall own, operate and maintain street and area lighting equipment to provide street and area lighting of public ways or public lands within Licensee's municipality; and

WHEREAS, Licensee has purchased street and area lighting Facilities located in or upon Licensor's Structures pursuant to MGL c. 164, § 34A, and the rulings of the MDPU (formally MDTE) interpreting said provision, and desires to retain Attachments of existing Facilities in or upon Structures of Licensor; and

WHEREAS, the execution of this Agreement by and between the Licensor and Licensee was contemplated pursuant to that certain Agreement of Sale and License Agreements, dated June 30, 2010, by and between Licensor and Licensee (the "Agreement of Sale"); and

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

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

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

1.0 DEFINITIONS

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

1.1 "Agreement of Sale" shall mean the agreement pursuant to which Licensor sold and Licensee purchased the Facilities subject to this Agreement.

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

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

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

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

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

1.7 "Field Survey" shall mean an on-site audit and/or office asset record review, requested by Licensee, of the Structure(s) upon which Licensee has an existing Attachment(s) or proposes a new Attachment(s) in accordance with this Agreement, performed by the Licensor to obtain information regarding existing Facilities or Structures. Field Survey shall not represent actions to remedy ingress or egress conditions required to be in compliance with applicable laws, regulations, codes and company policies and procedures.

1.8 "Identification Tags" shall mean markings, labels or other displays that indicate ownership and function of Licensee's Facilities.

1.9 "Make-Ready Work" shall mean the work to be performed by the Licensor, identified through the Licensee requested Field Survey, required to safely accommodate Licensee's proposed actions of the existing Attachments within Licensor's Structures.

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

1.11 "MDPU" shall mean the Massachusetts Department of Public Utilities (formally referred to as the "MDTE", Massachusetts Department of Telecommunications and Energy).

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

1.13 "Removal Rights" shall refer to the rights pursuant to this Agreement or to applicable laws granting Licensor8 certain legal rights and/or recourse to request or perform the removal of certain Attachments.

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

2.0 SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, Licensor agrees to issue to Licensee, revocable, nonexclusive licenses authorizing Licensee's existing Attachments to Licensor's Structures within the City of Worcester, for the sole purpose of providing street or area lighting of public ways or public lands. The license(s) shall (1) authorize existing and future Attachments within or upon Licensor's Structures, (2) provide definition of individual Facilities through the designation of a unique identification reference, (3) utilize the identification reference as the individual license reference, (4) recognize Facilities that are considered Attachments based solely upon the extended use of the Connection Point, and (5) represent Facilities for the purpose of inventory and billing administration. This Agreement shall govern with respect to licenses issued to Licensee's existing or future Attachments. The application for licenses or listing of current licenses shall be in the form attached hereto as APPENDIX, Form A-1 (Application for Underground Served Street Light Attachment) and A-2 (Underground Served Street Light Attachment Licenses), respectively.

2.2 No use, however extended, of Licensor's Structures or the payment of any fees or charges by Licensee as required under this Agreement shall create or vest in Licensee any

ownership or property rights in such Structures. Licensee's rights herein shall be and remain a license. Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Licensors' rights to use the public or private property at the location of Licensors' Structures.

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

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

2.5 Nothing contained in this Agreement shall be construed to grant any rights to Licensee to include any wired or wireless hardware, equipment, apparatus, or device as part of any Attachment authorized by Licensors under the terms of this Agreement.

2.6 Except as otherwise provided in Section 8.1, Licensors and Licensee hereby agree that this Agreement shall govern with respect to Licensee's Attachments and supersede any applicable provision that may be contained in the Agreement of Sale.

3.0 FEES AND CHARGES

3.1 Licensee shall pay to Licensors the fees and charges, calculated in accordance with appropriate state and/or federal rules and regulations and as specified in applicable tariffs and in accordance with the terms and conditions of APPENDIX I, attached hereto and incorporated herein by reference, Article 4.0, Article 8.0, and APPENDIX III, Forms B-1 and B-2.

3.2 Nonpayment of any authorized work and the corresponding amount due under this Agreement shall constitute a default of this Agreement, and Licensors shall be subject to all rights and remedies under this Agreement, including but not limited to, termination rights under Article 19.0.

3.3 Licensors may change the amount of fees and charges specified in APPENDIX I by giving Licensee no fewer than sixty (60) days written notice prior to the date the change becomes effective. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such sixty (60) day notice period if the change in fees and charges is not acceptable to Licensee, provided that Licensee gives Licensors no fewer than thirty

(30) days written notice of its election to terminate this Agreement prior to the end of such sixty (60) day period. Upon said termination, Licensee shall be responsible for the removal of all Licensee's Attachments unless otherwise specified in accordance with and to the extent authorized by Article 19.0.

4.0 PAYMENTS

4.1 As described in Section 8.2, a Field Survey is required for each Structure within or upon which the Licensee requests to install an Attachment, a new connection for any Attachment, reconfiguration, or to which Licensee proposes to relocate or Materially Change an existing Attachment. Prior to Licensor's performance of the required Field Survey, Licensee shall authorize Licensor to perform such Field Survey and Licensee shall make advance payment to Licensor in the amount specified by Licensor to cover Licensor's estimated cost to perform and complete the required Field Survey, as described in Section 8.2. The parties agree that upon completion of the Field Survey by Licensor, no adjustment of the Field Survey costs paid by Licensee shall be made to reflect Licensor's actual costs to perform the Field Survey, whether or not Licensor's actual costs are more or less than the estimated costs paid by Licensee. The current standard charge assessed to Licensee and all Other Licensees for the Field Survey can be found in APPENDIX I, Schedule of Fees and Charges and is based on Licensor's current estimated cost to perform and complete the Field Survey. Licensor reserves the right to change such standard charge assessed to Licensee and all Other Licensees from time to time and to provide written notice as stated in Section 3.3 for the Field Survey. For each Application for Underground Served Street Light Attachment License, the charge for the required Field Survey shall not be fixed until such amount has been specified by Licensor, the Field Survey has been authorized by Licensee, and Licensee has made advance payment to Licensor in the amount specified by Licensor.

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

4.3 Licensee shall pay the fees and charges for the purposes and as described in APPENDIX I to this Agreement and/or applicable tariffs.

5.0 SPECIFICATIONS

5.1 Licensee's Attachments are located, maintained and removed in accordance with the requirements and specifications of the most recent editions of the National Electrical Code (NEC); the National Electrical Safety Code (NESC); the rules, regulations and provisions of the Occupational Safety and Health Act (OSHA); and any governing authority having jurisdiction over the subject matter, as each may be amended from time to time. In addition, upon the performance of a Licensee requested Field Survey, Licensee's Attachments, which are the subject of the Field Survey, shall be placed, maintained, and removed in accordance with all safety-related requirements and specifications of the most recent edition of the Licensor's Standards, as may be amended from time to time, in effect at the time the Field Survey for such Attachments is performed. Licensee shall participate in any forum, group or organization, and utilize any designated common information management system, solely at the Licensee's cost, established to facilitate communications, priority, schedule and any other functions necessary to manage, locate or identify the attachment assets and actions of all licensees and other facility owner(s).

5.2 If Licensee's Attachments or any part(s) thereof are not placed, maintained, and removed in accordance with Section 5.1, Licensor may, upon ten (10) days' written notice to Licensee and in addition to any other remedies Licensor may have hereunder, remove Licensee's Attachments from any or all of Licensor's Structures or perform such other work and take such other action in connection with said Attachments that Licensor deems necessary or advisable to provide for the safety of the public or Licensor's employees or performance of Licensor's service obligations, at the cost and expense of Licensee and without any liability incurred by Licensor to Licensee therefore; provided, however, that when in the reasonable judgment of Licensor such a condition may endanger the safety of Licensor's employees, contractors, other persons or property, or interfere with the performance of Licensor's service obligations, Licensor may take such action, in its sole discretion, without liability and without prior notice, written or otherwise, to Licensee. Licensor reserves its rights under Article 18.0.

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

5.4 Licensee shall install in-line fuse assemblies or another form of Licensor approved physical disconnect device to function as an electrical separation between Licensor's and Licensee's systems and provide a designated level of electrical system protection. This disconnect device shall generally be located in a Licensee installed secure facility, such as a handhole, accessible to both Licensor and Licensee, installed in conformance with Licensor's Underground Electrical Construction Standards, be located in close proximity to the Connection

Point within or upon the Licensor's Structures, and be connected to the electric distribution system's energized lead of the underground cable designated by Licensor for use by the street or area light(s). The installation of these disconnect devices shall occur during each application of circuit maintenance, circuit or other Facility Material Change and/or prior to each Licensor connection or reconnection. All existing underground electric lighting sourced Facilities shall be so equipped with five (5) years following execution of this License Agreement. For avoidance of doubt, the Licensor shall own the electric distribution system from the Connection Point and the Licensee shall own the street lighting equipment from the Connection Point to the applicable luminaire. To the extent there is any uncertainty or conflict with respect to the Connection Point, the Licensor shall, in its sole discretion, determine the applicable demarcation point with respect to Licensee's Facilities and electric distribution system equipment.

5.5 As described in APPENDIX III, Form E, Licensee shall place or have placed by Licensor as Make-Ready Work, Identification Tags on cables and on any other associated Facilities of Licensee located in or in close proximity to Licensor's Structures including handholes containing circuit disconnect devices. For underground Attachments that exist on the date of this Agreement, Licensee shall commission the placement of Identification Tags on each of its Attachments at such time when maintenance, repair or relocation of such Attachment is performed. For aboveground Attachments, Licensee shall place Identification Tags on each of its Attachments at such time as the Attachment requires maintenance, replacement, relocation or Materially Changed, but not to exceed a period of five (5) years following the execution of the Agreement of Sale. Licensor, in its sole discretion, shall have the right to approve or reject all Identification Tags that are different than those described in APPENDIX III, Form E. Licensee shall remove designations of Licensor found on any of the Facilities and place identification tags on all of the Facilities owned by Licensee which was originally owned by Licensor.

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

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

5.8 Clearances between communications, electric distribution system and street lighting cables shall be compliant with applicable codes, standards and Licensor requirements to adequately allow for proper maintenance, repair and reconfiguration of electric distribution system, street lighting and communications cables.

5.9 For Material Changes to existing Attachments upon or within Licensor's underground served aboveground Structures, Licensee shall obtain an Underground Served Street Lighting Attachment License for each Attachment including the request for a new Connection Point to Licensor's underground electric distribution system. In general, the Licensee's Facilities referenced herein shall include the luminaire, support component (i.e. arm) and associated wiring including disconnect to be sourced within the base of the Licensor's Structure (i.e. standard or pole).

5.10 As described in Appendix III, Form F, Licensee shall only install twistlock photoelectric controls that meet or exceed the requirements of the latest edition of ANSI C136.10. Average power consumption shall not exceed 1.0 Watts at 120 VAC. The photoelectric control shall operate the luminaire assembly in compliance with the applicable tariff criteria. The average "turn off" value shall not exceed 1.5 times the "turn on" value.

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

5.12 For aboveground Facilities as applicable, Licensee shall utilize and maintain an appropriate means of individual Attachment location identification (i.e. numbering system) to maintain a unique reference which shall be clear, comprehensive and visible from the street side of the Facilities. Licensee shall provide Licensor an inventory list at the end of each calendar quarter that identifies any equipment on which a new identification reference per luminaire location has been assigned and the street address. Any number identification system used by the Licensee must be clear, comprehensive and approved by the Licensor.

6.0 LEGAL REQUIREMENTS

6.1 Licensee shall be responsible for obtaining from the appropriate public and/or private authority any required authorization to operate and/or maintain its Attachment on the public and private property at the location of Licensor's Structures for which Licensee has obtained Attachment Licenses under this Agreement and shall submit to Licensor evidence of such authority before making Attachments on such public and/or private property. Notwithstanding the foregoing, the Licensee has been granted certain license rights by the Licensor as provided in Article IV, Section 8B of the Agreement of Sale and any such license shall be governed by the terms and conditions of the Agreement of Sale.

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

6.3 No license granted under this Agreement shall extend to any of Licensors Structures where the placement of Licensee's Attachments would result in a forfeiture of the rights of Licensor or Other Licensees, or both, to occupy the property on which such Structures are located. If placement of Licensee's Attachments would result in a forfeiture of the rights of Licensor or Other Licensee, or both, to occupy such property, Licensee agrees to remove its Attachments forthwith; and Licensee agrees to pay Licensor or Other Licensees, or both, all losses, damages, and costs incurred as a result thereof.

7.0 ISSUANCE OF LICENSES

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

7.2 Licensee agrees to limit the filing of Applications for Underground Served Street Light Attachment licenses to include no more than ten (10) Attachments/connections on any one application and no more than fifty (50) Attachments/connections on all applications which are pending approval by Licensor at any one time. Licensee agrees to designate a desired priority of completion of the Field Survey and Make-Ready Work for each application relative to all other of its applications on file simultaneously with Licensor.

7.3 For the Licensor to provide the Attachment licenses and to maintain quality assurance of billing records, Licensee shall issue to Licensor within 15 days of the beginning of each calendar year and as otherwise requested by Licensor, a complete and detailed listing of all Facilities in-service as of December 31 of the preceding calendar year. The minimum detail to be provided shall meet the requirements designated for the Application for Underground Served Street Light Attachment License (as defined in Appendix I, Form A-1, A-2). Licensee shall provide to Licensor a similar list of Facilities which are in-service upon request by Licensor. Such requests by Licensor shall be limited to no more than one every 90 days. The Licensee shall be capable of providing the list of Facilities in a form approved by Licensor. The Licensor may perform random field audits of Facilities for the purpose of quality assurance of the information on the list provided by the Licensee. To the extent there are any differences between Licensee's list of Facilities and Licensor's list of Attachments which can not be reconciled to the satisfaction of the Licensor, such differences shall be resolved through compliance with the terms and conditions of this Agreement or applicable tariffs and statutes.

8.0 MAKE-READY WORK

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

8.2 A Field Survey is required for each Structure in which the Licensee proposes a new electrical connection Attachment, reconfiguration of existing Attachments or a Material Change or replacement causing the removal of an existing Attachment so as to relocate its Facilities external to Licensor's Structures. A Field Survey is not required if Licensee replaces an existing aboveground Facility with a new aboveground Facility having the same physical and operational characteristics and in the same location and orientation as the existing aboveground Facility being replaced, (in-kind replacement). The Licensee is to provide Licensor a written request for each Field Survey providing appropriate description and engineering detail to define the proposed Attachment. The Licensor shall provide Licensee a Field Survey estimate detailing all anticipated costs. Licensor shall perform the Field Survey(s) following receipt of the Licensee's written authorization to proceed and the advance payment of the estimated amount specified by the Licensor. Licensee shall pay the actual costs to the Licensor for all Field Survey(s) work in accordance with the provisions of Article 4.0.

8.3 In the event Licensor determines that a Structure in which Licensee has existing Attachment(s) requires the reconfiguration of the existing Facilities therein to accommodate electric distribution system changes, the Licensor will indicate on the Authorization for Make-Ready Work (APPENDIX III, Form B-2) the cost of the required Make-Ready Work and will send the Authorization for Make-Ready Work to Licensee.

8.4 Any required Make-Ready Work will be performed following receipt by Licensor of the completed Authorization for Make-Ready Work and Licensee's advance payment in the amount specified by the Licensor. Licensee shall pay Licensor for all Make-Ready Work in accordance with the provisions of Article 4.0, and shall also reimburse the owner(s) of other facilities attached in said Structures for any expense incurred by such owner(s) of other facilities in transferring or rearranging such facilities to accommodate installation, reconfiguration or

removal of Licensee's Attachments. Licensee shall not be entitled to reimbursement of any amounts paid to Licensor for Structure replacements or capacity upgrades, or for rearrangement of Attachments in Licensor's Structures by reason of the use by Licensor or other authorized user(s) of any additional capacity resulting from such replacement or rearrangement. Any federal, state or local taxes incurred on Licensor's receipt of these amounts from Licensee will be added to Licensee's Make-Ready Work costs on a grossed up basis, as applicable and determined by the scope of work being performed.

8.5 If Licensor, for its own service requirements, needs to attach additional facilities or make changes to existing Facilities in any of Licensor's Structures in which Licensee is attached, Licensee agrees to: authorize the Make-Ready Work necessary to either reconfigure its Attachment(s) in the Structure(s) as determined by the Licensor or transfer its Attachment(s) to a designated Licensee Structure(s) so that the additional facilities of Licensor may be attached. When such reconfiguration or transfer is required to facilitate additional attachments of Licensor, Licensee shall assume the expense of such reconfiguration or transfer and Licensee shall reimburse the Licensor for all Make-Ready Work performed by Licensor within Licensor's Structures to accommodate such reconfiguration or transfer. This paragraph also applies to circumstances under which: (i) an agency of government, whether local, state or federal, requires the removal, relocation, or modification of a Structure affecting Licensee's Attachment or (ii) a Structure must be repaired or replaced for any reason, including such repair or replacement to accommodate Licensor's additional attachments.

8.6 When reconfiguration, transfer or removal of Licensee's Facilities is required to facilitate Attachments of Other Licensees or third parties within Licensor's Structures, Licensee shall be responsible for the expenses of such reconfiguration, transfer or removal performed by Licensor on behalf of Licensee in accordance with the provisions of Article 4.0. Licensee shall be given sixty (60) days notice prior to the performance of the Make-Ready Work associated with such reconfiguration, transfer or removal to establish expense reimbursement terms with the Other Licensee(s) or third party(ies). Licensee has sole responsibility for the recovery of the costs of the reconfiguration, transfer or removal of Licensee's Attachments from such Other Licensee or third party.

8.7 The Licensee further acknowledges and agrees that any new outdoor lighting Facilities proposed and/or constructed within an underground residential distribution (URD) area shall be placed only in the name of the Licensee as opposed to being placed in the name of the developer or other third party.

8.8 Licensor may, when it reasonably deems an emergency to exist, reconfigure, transfer, de-energize or remove Licensee's Attachments in Licensor's Structures, at Licensee's expense, and without any liability on the part of Licensor for loss of service provided by Licensee or any damage or injury to Licensee's Attachments.

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

8.10 All existing and new Facilities must comply with applicable Licensor tariffs and policies. All lighting or illumination sources (i.e. lamps) will be compliant with the energy consumption schedules and defined hours of operation as set-forth in the tariffs. Licensee acknowledges and agrees that, in the event that Licensee seeks to convert, replace or otherwise use a lighting or illumination source other than those provided in Licensor's applicable tariff, including without limitation solid state lighting, or operate such Facilities in a manner other than as stated in Licensor's applicable tariff, ("Non-Compliant Facilities"), Licensor shall be under no obligation to permit or provide service to such Non-Compliant Facilities. In the event Licensor elects, in its sole discretion, to accommodate such Non-Compliant Facilities, a separate agreement between Licensee and Licensor shall be executed. Such agreement shall be subject to applicable regulatory consent or approval prior to the application of the agreement.

8.11 Licensor reserves the right to refuse to grant an Underground Served Street Light Attachment License to Licensee or refuse authorization for the relocation, Material Change or replacement of Attachments on an aboveground Structure when Licensor reasonably determines that: (i) refusal is necessary in order to maintain the safe operation of Licensor's distribution system, (ii) such Structure may not be replaced to accommodate Licensee's proposed Attachment, or (iii) the existing Facilities on such Structure may not be rearranged to accommodate Licensee's Attachments. For the avoidance of doubt, the parties understand and agree that the list of abovementioned conditions is not an exhaustive list as other conditions may exist that would require Licensor to refuse to grant a license.

9.0 CONSTRUCTION, MAINTENANCE AND REMOVAL OF ATTACHMENTS

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

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

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

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

9.5 Licensee or its contractors are prohibited from, have no authority to, and shall not permit or cause any third party to, access or ingress any of the Licensor's enclosed or underground primary or secondary electric distribution system infrastructure, including, but not limited to, manholes, handholes, vaults, transformers, and switchgears. The Licensee and its contractors shall comply with all applicable codes, standards, laws, regulations, and Licensor's practices and policies when accessing any overhead electric distribution system infrastructure. If and to the extent the Licensee needs access or ingress to any of the Licensor's underground or overhead electric distribution system infrastructure, the Licensee shall contact the Licensor and the Licensor shall respond to the Licensee's request, provide required support, and/or perform the necessary work as requested following its normal work order scheduling protocol, provided, that, the Licensor determines, in its sole discretion, that such connection/disconnection or other requested work is appropriate under the terms of applicable codes and Agreements. The Licensee further agrees to compensate Licensor for all work performed by the Licensor associated with each Attachment consistent with the charges or fees as set forth in this Agreement and/or as defined in the applicable tariffs.

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

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

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

9.9 Licensee acknowledges and agrees that some of the Facilities ("Coexisting Facilities") are currently installed or otherwise coexist, in whole or in part, on or within Licensor's conduit, vaults, or other Licensor facilities, assets or infrastructure ("Joint-Use Structures"), that such Coexisting Facilities shall not be separated from the Joint Use Structures prior to closing date in the applicable sale agreement, and that, following the closing date, the Coexisting Facilities and/or the Joint Use Structures may, from time to time, require change or replacement. If Licensor elects, in its sole discretion, to modify/change or replace any Joint Use Structure, including, without limitation, to upgrade such Joint Use Structure or associated Licensor assets, Licensor shall provide Licensee with written notice of such work ("Licensor Notice") and Licensee agrees to separate and relocate the Licensee's Coexisting Facilities associated with such Joint Use Structure within six (6) months following the date of the Licensor Notice, at Licensee's expense and in compliance with all applicable laws, rules, regulations codes and standards, as if such Coexisting Facilities were new facilities. The Licensor Notice shall be provided by Licensor within a reasonable period of time after commencing such work and provide a brief description of the separation or relocation that will be required with respect to the Coexisting Facilities.

10.0 INSPECTIONS OF LICENSEE'S ATTACHMENTS

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

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

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

Prior to the performance of such inspections, at Licensee's expense, Licensor shall provide advance notice to Licensee stating the reason for the inspection. Licensee may join Licensor in the inspection of Licensee's Facilities, provided Licensee complies with Section 9.6, when such inspection is performed at Licensee's expense.

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

11.0 UNAUTHORIZED ATTACHMENTS

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

11.2 For the purpose of determining the applicable charge, both parties shall agree in good faith that if an unlicensed Attachment is identified within a period of three (3) months following the execution date of this Agreement, the Attachment will be considered to have existed prior to the date of this Agreement and was inadvertently omitted by the parties. —Absent satisfactory evidence to the contrary and subject to the terms hereof, the unauthorized Attachment shall be deemed to have been installed on the date of the agreement first authorizing Attachment by Licensee, and the fees, charges, and interest as specified in APPENDIX I at the

time the unauthorized Attachment is determined, shall be applicable thereto and due and payable forthwith whether or not Licensor permits Licensee to continue the placement of the Attachment

12.0 LIABILITY, INDEMNIFICATION AND DISCLAIMER

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

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

12.3 Except to the extent caused by the negligence of Licensor, Licensee shall, to the full extent allowed by law and to the extent of Licensee's insurance coverage (under which Licensor shall be named an additional insured), and shall cause any party performing work in connection with this Agreement on behalf of Licensee to, defend, indemnify and save harmless Licensor, against and from any and all liabilities, claims, suits, fines, penalties, damages, losses, fees (including reasonable attorneys' fees), costs and expenses (hereinafter "Claims") arising from or in connection with Licensee'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 Licensor, by reason of (a) any work or thing done upon or in the Structures licensed hereunder or any part thereof performed by Licensee or any of its agents, contractors, servants, or employees; (b) any use, occupation, condition, operation of said Structures or any part thereof by Licensee or any of its agents, contractors, servants, or employees; (c) any act or omission on the part of Licensee or any of its agents, contractors, servants, or employees, for which Licensor may be found liable; (d) any accident, injury (including, but not limited to, death) or damage to any person or property occurring upon or in said Structures or any part thereof or arising out of any use thereof by Licensee or any of its agents, contractors, servants, or employees, except where such work is performed by Licensor; (e) any failure on the part of Licensee to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement, (f) payments made under any Workers' Compensation Law or under any plan for employee disability and death benefits arising out of any use of the Structures by Licensee or any of its agents, contractors, servants,

employees or by (g) the installation, operation, maintenance, presence, use, occupancy or removal of Licensee's Attachments by Licensee or any of its agents, contractors, servants or employees or by their proximity to the facilities of other parties attached to Licensor's Structures, including without limitation, taxes, special charges by others, claims and demands for damages or loss for infringement of copyright, for libel and slander, for unauthorized use of television or other broadcast programs, and for unauthorized use of any voice, image, or other informational material, and from and against all claims and demands for infringement of patents with respect to the manufacture, use and operation of Licensee's Attachments in combination with Licensor's Structures, or otherwise.

12.4 The Licensor makes no warranties, representations, guarantees or promises in connection herewith or therewith, whether statutory, oral, written, express, or implied as to the present or future strength, condition, or state of any Structures, Facilities, wires, apparatus or otherwise in connection with any attachment, the facilities or this Agreement. To the extent applicable, the Licensee, or its contractors, agents and representatives performing any attachment work, shall be responsible and liable for testing or observing the Structures to determine whether the Structures are safe to access and enter. If the Licensee questions the integrity or safety of any Structures or if the Structure is marked as unsafe, the Licensee shall refrain from accessing or entering the Structure in any manner whatsoever and shall notify or confirm said condition with Licensor. Should the Licensee, or its contractor, agent or representative decide, in its sole judgment, to access a Structure (including, without limitation, Structures which are marked unsafe or appear to be unsafe), the Licensee, not Licensor or its affiliates, shall assume all risk of loss, liability and damages (including injury to any person(s) (including death) or property), and the Licensee shall indemnify, defend, release and hold harmless Licensor, its affiliates and the Licensor's and its affiliate's successors, assigns, officers, agents, representatives as indicated herein.

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

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

13.0 INSURANCE

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

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

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

If a combined single limit is provided, the limit shall not be less than \$5,000,000 per occurrence. Licensee'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 Licensee's ownership of the street lights being included. In the event the Licensee is a governmental entity and such entity's liability to a third party is limited by law, regulation, code, ordinance, by-laws or statute (collectively the "Law"), this liability insurance shall contain an endorsement that waives such Law for insurance purposes only and strictly prohibits the insurance company from using such Law as a defense in either the adjustment of any claim, or in the defense of any suit directly asserted by an insured entity

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

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

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

13.5 Property Insurance, including coverage for fire, extended coverage, vandalism and malicious mischief, upon the Facilities. Licensor and Licensee hereby mutually release each other (and their respective successors or assigns) from liability and waive all right of recovery against the other for any loss or damage of property resulting from the negligent or other unintentional acts or omissions of the other party covered by their respective first party property

insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

13.6 All insurance must be effective before Licenser will authorize Licensee to make Attachments and shall remain in force until such Attachments have been removed from all Structures. Licensee accepts the obligation to inform Licenser of changes in insurance or insurance carrier and/or policy on a prospective basis.

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

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

14.0 AUTHORIZATION NOT EXCLUSIVE

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

15.0 ASSIGNMENT OF RIGHTS

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

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

15.3 Structure space licensed to Licensee hereunder is for Licensee's exclusive use only and is licensed to Licensee for the sole purpose of permitting Licensee to retain the placement of existing Facility Attachments in Licenser's Structures. Licensee shall not lease, sublicense, share with, convey, or resell to others any such space or rights granted hereunder.

Licensee shall not allow a third party, including affiliates, to place Attachments or any other equipment anywhere in Licensor's Structures, including, without limitation, the space in Licensor's Structures licensed to Licensee for Licensee's Attachments, without the prior written consent of Licensor. Such consent shall not be unreasonably withheld unless otherwise required by law and may be contingent upon the Licensor entering into a separate but mutually agreed upon license agreement with the third party.

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

16.0 FAILURE TO ENFORCE

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

17.0 TERM OF AGREEMENT

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

17.2 Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination, nor Licensor's and Licensee's rights pursuant to the laws, ordinances, regulations, and rulings governing the subject matter of this Agreement, including but not limited to, MGL c. 164, § 34A, and DTE 98-76, 98-89, and 01-25.

18.0 TERMINATION OF LICENSE

18.1 Any license issued pursuant to this Agreement shall automatically terminate when Licensee ceases to have authority pursuant to any laws, ordinances, regulations, and regulatory rulings, including but not limited to MGL c. 164, § 34A and DTE 98-76, 98-89, and 01-25, to operate, and/or maintain its Attachments on the public or private property at the location of the particular Structure covered by the license.

18.2 Licensee may at any time terminate a license for specific Attachment(s) provided written notice of such termination is received by Licensor no less than fifteen (15) days prior to

the proposed removal of the Attachment(s) from the specific Structure(s) (APPENDIX III, Form D). Terms and conditions of Articles 8.0 and 20.0 of this Agreement shall govern the removal of Licensee Attachments.

18.3 Licensors may at any time terminate a license for specific Attachments provided written notice of such termination is received by Licensee no less than fifteen (15) days prior to proposed actions causing conflict with the existing Attachment(s). Licensors may exercise its Removal Rights requiring Licensee to remove its Attachments, at Licensee's expense, from any of the designated Licensors' Structures within fifteen (15) days after termination of the license covering such Attachments. If Licensee fails to remove its Attachments within such fifteen (15) day period, Licensors shall have the right to remove such Attachments at Licensee's expense. Terms and conditions of Articles 8.0 and 20.0 of this Agreement shall govern the removal of Licensee Attachments.

19.0 TERMINATION OF AGREEMENT

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

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

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

20.0 REMOVAL RIGHTS

20.1 The Removal Rights as designated within this article shall apply in all cases where either Licensee or Licensor terminates a License or this Agreement or in the course of normal operation or maintenance of Attachments to Structures and as authorized pursuant to any laws, ordinances, regulations, and regulatory rulings, including but not limited to MGL c. 164, § 34A and DTE 98-76, 98-89, and 01-25.

20.2 In the course of daily operation or maintenance, should the existing underground Attachment require replacement, relocation or other Material Change, the Attachment is to be terminated. The Licensee is responsible for the relocation construction of the proposed Facilities and the removal of existing Facilities outside of Licensor's Structures where applicable. For Attachments within Licensor underground Structures or co-existing within a singular common Structure which is also utilized by Licensor's electric distribution system, the provisions of Article 8.0 (Make Ready Work) shall apply to all work proposed or planned and is to be performed by Licensor at Licensee's expense.

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

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

21.0 DISPUTE RESOLUTION

21.1 Any dispute other than disputes covered by Article 21.3 between Licensor and Licensee involving rights, obligations or service under this Agreement shall be referred to a senior representative of Licensor designated by Licensor and a senior representative of Licensee designated by Licensee for resolution on an informal basis as promptly as practicable. In the event the designated senior representatives are unable to resolve the dispute within thirty (30) days, or such other period as the parties may mutually agree upon, such dispute may be submitted to non-binding arbitration and resolved in accordance with the arbitration procedure set

forth herein if Licensor and Licensee jointly agree. If they do not agree, such dispute shall be presented promptly to the regulatory agency or a court of appropriate jurisdiction, but in no event more than sixty (60) days after rejecting arbitration.

21.2 The arbitration shall be conducted before a single neutral arbitrator appointed by the parties. If the parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, Licensor and Licensee shall each choose one arbitrator, who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within twenty (20) days select a third arbitrator to act as chairman of the arbitration panel. All arbitrators shall be knowledgeable in electric utility matters, including electric distribution system and/or street lighting issues, and shall not have any current or past substantial business or financial relationships with any party to the arbitration. The arbitrator(s) shall afford each of the parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. There shall be no formal discovery conducted in connection with the arbitration; however, the parties shall exchange witness lists and copies of any exhibits that they intend to utilize in their direct presentations at any hearing before the arbitrator(s) at least ten (10) days prior to such hearing, along with any other information or documents specifically requested by the arbitrator(s) prior to the hearing. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of his, her, or their appointment and shall notify the parties in writing of such decision and the reasons therefore, and shall make an award apportioning the payment of the costs and expenses of arbitration among the parties; provided, however, that each party shall bear the costs and expenses of its own attorneys, expert witnesses and consultants. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change any of the provisions of this Agreement in any manner.

21.3 Referral of any matter to arbitration shall be without prejudice to the parties to avail themselves of all other remedies available under law or pursuant to the terms of this Agreement.

21.4 Performance by the parties under the terms of this Agreement shall not be interrupted or delayed during any arbitration proceeding except on the mutual written agreement of the parties.

22.0 CHOICE OF LAW

22.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the conflict of laws principles contained therein.

23.0 SEVERABILITY

23.1 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.

24.0 NOTICES

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

To Licensee:

All correspondence related to Licensee's street and area lighting including but not limited to; this Agreement, Application for Underground Served Street Light Attachment License(s), Authorization for Field Survey Work, Authorization for Make Ready Work, and Notification of Discontinuance of Underground Served Street Light Attachment License(s) to Licensee's office at:

Commissioner, Department of Public Works
City of Worcester]
20 East Worcester Street
Worcester MA 01604

With a copy to:

City Manager
City of Worcester
455 Main Street
Worcester MA 01608

To Licensors:

Application for Underground Served Street Light Attachment License, Authorization for Field Survey Work, Authorization for Make Ready Work, and Notification of Discontinuance of Underground Served Street Light Attachment License to Licensors' district office at:

Massachusetts Electric Company d/b/a National Grid
Attention: Energy Solutions Delivery
939 Southbridge Street
Worcester, MA 01610

All certificates of Insurance to:

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

With a copy of certificate of Insurance to:

Massachusetts Electric Company d/b/a National Grid
Attention: Energy Solutions Delivery
939 Southbridge Street
Worcester, MA 01610

A copy of all notices to:

Massachusetts Electric Company d/b/a National Grid
Attention: Outdoor Lighting
40 Sylvan Road
Waltham, Massachusetts 02451-1120

25.0 ENTIRE AGREEMENT

25.1 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 part of this Agreement. This Agreement constitutes the entire Agreement between Licensors and Licensee, and all previous representations either oral or written, (including, but not limited to any and all previous license agreements for underground structures insofar as Licensee is concerned except as to liabilities accrued, if any) are hereby annulled and superseded.

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

Massachusetts Electric Company d/b/a National Grid

By: _____

Name (Print): [Name of Company Designee]

Title (Print): [Title of Company Designee]

City of Worcester

By: _____

Name (Print): [Name of Municipal Executive]

Title (Print): [Title of Municipal Executive]

APPENDIX I
SCHEDULE OF FEES AND CHARGES
UNDERGROUND SERVED STREET LIGHT ATTACHMENTS

(A) Attachment

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

(B) Field Survey

Whenever a Field Survey is required under this Agreement, Licensee shall pay Licensor for the expense thereof. The current standard charge assessed to Licensee and all Other Licensees for the Field Survey is \$126.21 per Attachment and is based on Licensor's current estimated cost to perform and complete the Field Survey.

(C) Make-Ready Work

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

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

(D) Other Charges and Fees

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

(E) Payment Date

Failure to pay all 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 facilities in question.

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

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

APPENDIX II
PROCEDURE FOR PROCESSING
MULTIPLE APPLICATIONS

The following procedure shall be used to process applications by multiple licensees to attach to Licensor's Structures.

(A) **DEFINITIONS**

1. **Simultaneous Application(s)**

Properly completed Application(s) for Duct Attachment License for the same Structure(s) received by Licensor from different applicants on the same business day.

2. **Non-simultaneous Application(s)**

Properly completed Application(s) for Duct Attachment License for the same Structure(s) received by Licensor from different applicants on different business days.

3. **Initial Applicant**

The applicant filing the Non-simultaneous Application that is first received by Licensor shall be the Initial Applicant.

4. **Additional Applicant**

Any applicant filing a Non-simultaneous Application that is received by Licensor after another application has already been received by Licensor.

5. **Option 1**

Licensor will process the Application for Duct Attachment License of the Initial Applicant as if no other Application for Duct Attachment License had been received.

6. **Option 2**

Licensor will process the Application(s) for Duct Attachment License of the Initial and Additional Applicants in accordance with the procedure for Simultaneous Applications.

(B) **MULTIPLE LICENSE APPLICATION PROCESSING**

Both Simultaneous and Non-simultaneous Applications for the same Structure will be processed by Licensor in accordance with the procedures set forth in the attached flow chart.

(C) **NON-SIMULTANEOUS APPLICATIONS**

- (1) For Non-simultaneous Applications, the Initial Applicant will be able to select between Options 1 and 2. The Initial Applicant may delay selection until the required Field Survey has been completed and the estimated cost of Make-Ready Work supplied to the Initial Applicant. Where the Initial Applicant elects to

delay his selection, he shall notify Licensor of his selection within 15 days after receiving the Make-Ready Work Estimate; otherwise, Licensor will deem the Initial Applicant to have selected Option 1.

- (2) Option 2 will be subject to acceptance by all of the multiple applicants involved. Each Additional Applicant will have 15 days from the date it is advised by Licensor that the Initial Applicant has selected Option 2 to notify Licensor that it accepts or rejects the conditions applicable under Option 2; otherwise, Licensor will deem the Additional Applicant to have canceled its application.
- (3) All work in progress on the Initial Applicant's application involving multiple Attachments will be suspended by Licensor from the time that the Initial Applicant is offered Options 1 and 2 until he notifies Licensor of the option he elects in accordance with C(1) above.

(D) SIMULTANEOUS APPLICATIONS

- (1) The Field Survey required to estimate the cost of required Make-Ready Work, shall include the work necessary to:
 - (a) Issue a license to a single applicant and,
 - (b) Issue licenses simultaneously to the multiple applicants.
- (2) Licensor will consider a Simultaneous Application canceled if the applicant fails to notify Licensor in writing of his acceptance of the estimated cost of Make-Ready Work and make the advance payment within 15 days following his receipt of such estimate from Licensor.
- (3) Within 15 days of their receipt of the estimated cost of the required Make-Ready Work, the applicants must develop a schedule, acceptable to all applicants and Licensor, which defines the order of Structure availability for Attachments and an overall completion schedule. If such a schedule cannot be agreed to by all parties within 15 days, Licensor shall complete all Make-Ready Work before issuing licenses to all applicants simultaneously. Any applicant who cannot agree with the provision that Licensor complete all Make-Ready Work before simultaneously granting licenses to all applicants will be deemed by Licensor to have canceled his application.

(E) CHANGES IN APPENDIX

This Appendix may be changed in whole or in part at any time during the terms of this Agreement at the sole option of Licensor upon the giving of not less than 30 days written notice thereof to Licensee and to substitute in place thereof such other provisions as Licensor may deem necessary as relative to multiple attachments to Structures of Licensor.

APPENDIX II
PROCEDURE FOR PROCESSING
MULTIPLE APPLICATIONS

CASE DESCRIPTION	FIELD SURVEY		MAKE-READY WORK	
	REQUIREMENTS	COST ALLOCATION	SCHEDULE	COST ALLOCATION
1. Simultaneous Applications.	<p>Determine Make-Ready Work required and estimated cost for two cases:</p> <ol style="list-style-type: none"> 1. Attachment by a single Licensee, 2. Attachment by multiple Licensees simultaneously. 	Total cost of the Field Survey shared equally by multiple applicants.	<p>Multiple applicants must develop mutually acceptable:</p> <ol style="list-style-type: none"> 1. Order of Structure availability and 2. Overall completion schedule. <p>Where multiple applicants cannot agree within 15 days of receipt of estimate from Licensor, Licensor will complete <u>ALL</u> Make-Ready Work before granting licenses simultaneously to multiple applicants.</p>	<p>Total cost shared by multiple applicants.</p> <p>If only one applicant agrees to its shared portion of total estimated cost, that applicant will be quoted the cost to accommodate attachment by a single licensee.</p>
2. Non-Simultaneous Applications - No Field Survey work performed.	<p>Determine Make-Ready Work required and estimated cost for three cases:</p> <ol style="list-style-type: none"> 1. Attachment by a single Licensee, 2. Attachment by multiple Licensees simultaneously, 3. Attachment by multiple Licensees non-simultaneously. 	Total cost of the Field Survey shared equally by multiple applicants.	<p>OPTION 1: Treat Initial Applicant as a non-multiple applicant.</p>	
			<p><u>Initial Applicant:</u> Treated as a non-multiple applicant.</p> <p><u>Additional Applicant:</u> Where a conflict exists, Make-Ready Work will not be performed until licenses have been issued to Initial Applicant.</p>	<p><u>Initial Applicant:</u> Pays for Make-Ready Work required to accommodate a single licensee.</p> <p><u>Additional Applicant:</u> Pays for Make-Ready Work required to accommodate an additional licensee in Structure already occupied by Initial Applicant.</p>

			OPTION 2: Treat Initial and Additional Applicant as Simultaneous Applicants.	
			Same as Case 1.	Same as Case 1.
3. Non-Simultaneous Applications - Full or partial Field Survey performed.	For balance of Field Survey, determine Make-Ready Work required and estimated cost for three cases: 1. Attachment by a single Licensee, 2. Attachment by multiple Licensees simultaneously, 3. Attachment by multiple Licensees non-simultaneously. For locations already surveyed, resurvey to determine Make-Ready Work required to accommodate Additional Applicant (items 2 and 3 above).	Total cost of the balance of the Field Survey shared equally by multiple applicants. <u>Initial Applicant:</u> Pays for portions of the Field Survey already completed. <u>Additional Applicant:</u> Pays for resurvey to determine Make-Ready Work required to accommodate Additional Applicant.	OPTION 1: Treat Initial Applicant as a non-multiple applicant.	
			Same as Case 2, Option 1.	Same as Case 2, Option 1.
			OPTION 2: Treat Initial and Additional Applicant as Simultaneous Applicants.	
			Same as Case 1.	Same as Case 1.

APPENDIX III
ADMINISTRATIVE FORMS AND NOTICES
Index of Administrative Forms

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

Agreement Number _____
Application Number _____

Form A-1

**APPLICATION FOR UNDERGROUND SERVED STREET LIGHT
ATTACHMENT LICENSE**

DATE _____

LICENSEE _____

Street Address _____

City, State, Zip Code _____

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

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

UNDERGROUND SERVED STREET LIGHT ATTACHMENT LICENSE

Underground Served Street Light Attachment License Number _____ is hereby granted to make the attachments described in this application as _____ feet of cable as Attachments to Structures as indicated on the attached Form A-2.

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

NOTES:

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

Agreement Number _____
Application Number _____

Form A-2

UNDERGROUND SERVED STREET LIGHT ATTACHMENT DETAILS

LICENSEE _____

Municipality _____

(Note: Provide separate sheets for each municipality)

<u>Street</u>	<u>Manhole / Location</u>	<u>Attachment Description</u>
---------------	---------------------------	-------------------------------

_____ (Yes/No)

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

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number _____
Application / Request No. _____

Form B-1

ESTIMATE FOR FIELD SURVEY

(Licensee)

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

<u>Total</u>	<u>Hours / Manholes</u>	<u>Rate / Unit</u>	<u>Total</u>
Field Survey	_____	_____	\$ _____
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 _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

AUTHORIZATION FOR FIELD SURVEY

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

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Agreement Number _____
Application / Request No. _____

Form B-2

MAKE-READY WORK ESTIMATE

(Licensee)

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

TOTAL MAKE-READY CHARGES \$ _____

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

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

AUTHORIZATION FOR MAKE-READY WORK

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

DATE _____

LICENSEE _____

By (Print Name) _____

Signature _____

Title _____

Telephone No. _____

Form C

Sheet _____ of _____ Licensee: _____
 Prepared By: _____ Municipality: _____
 Date Prepared: _____ License Application No.: _____

[illegible]

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

LICENSEE _____

Street Address _____

City, State, Zip Code _____

In accordance with the terms and conditions of the Agreement dated _____, _____, notice is hereby given that specific Attachments to Structures, as listed below, in the municipality of _____, covered by permit number _____ were removed on _____, _____.

Street
NameManhole
Number(s)Number of
Cables

Total length of cable Attachments to Structures to be discontinued is _____ feet.

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

DATE _____

By (Print Name) _____

Signature _____

Title _____

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

Use of Structures has been discontinued as above.

DATE _____

LICENSOR _____

By (Print Name) _____

Signature _____

Title _____

IDENTIFICATION TAGS1. **GENERAL**

This Appendix describes identification tags to be installed and maintained by Licensee on its cables and other apparatus to allow Licensor to readily identify the owner of such cables and apparatus.

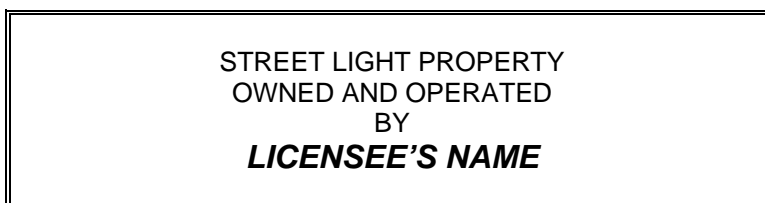
2. **DESCRIPTION OF IDENTIFICATION TAGS**

FIGURE 1: Identification Tag

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

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

3. **PROCUREMENT OF TAGS**

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

4. **INSTALLATION OF IDENTIFICATION TAGS - AERIAL APPLICATION**

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

- On cables at each manhole or handhole, on the top of the cable so that it is visible from outside the manhole or handhole.
- At terminal locations.
- At cabinets, on the front of the cabinet.

TWISTLOCK PHOTOELECTRIC CONTROLS

(National Grid USA Material Standard MS-6140)

LIGHTING SOURCE IDENTIFICATION LABELS

SECTION	PAGE
• TABLE OF CONTENTS	1
• 1. SAFETY	2
• 2. GENERAL	3
Standards	3
Customer Owned Equipment	3
Electrical Separation	3
Ownership Identification	3
Final Connections to National Grid Secondary Conductors	3
• 2. CONSTRUCTION DRAWINGS	4
○ Figure 1 – Ownership Identification Label for Customer Owned Street Lights	4
○ Figure 2 – Ownership Identification Label Installation	4
○ Figure 3 – Street Light Clearances from Overhead Conductors	5
○ Figure 4 – Mechanical Protection for Overhead Supplied Street Light Fixture Conductors	6
○ Figure 5 – Grounding of Overhead Supplied Street Light	7
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○	

This document contains information that is provided for reference purposes only, and should not be construed or used as a substitute for an analysis of the applicable tariffs, agreements, and safety regulations specific to each particular customer.

CUSTOMER OWNED STREET LIGHTING - INDEX			
nationalgrid	OUTDOOR LIGHTING CONSTRUCTION STANDARD	PAGE NUMBER	ISSUE
		1	09/19

1. SAFETY:

The number 1 priority of every job is:

SAFETY!

National Grid's distribution poles carry electric lines that operate at voltages as high as 34,500 volts and can carry very high amperages.

National Grid's underground infrastructure carries the same very high distribution voltages and amperages in a confined space and may also carry sub-transmission or transmission lines that operate at even higher voltage levels.

Outdoor street and area lights are installed within the electric space on a distribution pole. Performing work on outdoor lights may require the worker to be in close proximity to the distribution lines.

It is the responsibility of the customer that owns, operates and maintains outdoor lighting to ensure that all personnel working on the outdoor lighting system are qualified to work in the designated electric supply space of the Company's electric distribution system in accordance with OSHA 1910.269. An executed copy of the Company's ACKNOWLEDGEMENT FOR THE USE OF QUALIFIED ELECTRICAL WORKERS form is mandatory.

OVERHEAD DISTRIBUTION

No customer, customer's employees, or contractors are ever allowed to perform any work on National Grid's 120/240 volt or 120/208 volt secondary conductors.

UNDERGROUND DISTRIBUTION

No customer, customer's employees, or contractors are ever allowed to enter a National Grid manhole, handhole or other structure for any reason without National Grid safety supervision personnel being present on site.

IF UNSURE: - STOP – Call National Grid for assistance.

No outdoor lighting repair is too important to sacrifice personal safety.

CUSTOMER OWNED OUTDOOR LIGHTING - SAFETY

ISSUE	PAGE NUMBER	OUTDOOR LIGHTING CONSTRUCTION STANDARD	nationalgrid
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- 2.0 GENERAL: These Standards identify customer requirements to safely install, remove, and maintain a customer owned street lighting system which is installed on National Grid overhead or underground secondary conductors.

Standards: All customer owned street lighting shall be in compliance with the applicable provisions of the National Electric Safety Code, (NESC) latest edition, and the applicable National Grid Construction Standards.

Customer Owned Equipment: The customer shall be responsible to own, operate, and maintain all equipment beyond the street light service taps to National Grid. This shall include, but not be limited, to the following:

1. Supplying all material and labor.
2. Transferring an overhead supplied street light attachment to a new pole in the event of a pole replacement.
3. Relocating an overhead supplied outdoor lighting attachment to accommodate other construction activities on the pole.
4. Performing any work required on the outdoor lighting underground conduit system, conductors, foundation, pole, arm and luminaire.
5. Emergency 24-hour response to remove or make safe:
 - (a) the outdoor light attachment in the event of a damaged/broken pole.
 - (b) the underground sourced outdoor light in the event of a damaged/structurally failed lighting standard or supporting structure.

NOTE: In an emergency, (i.e. 911 notification response, weather related storm or natural disaster restoration, etc.). National Grid personnel may perform, at customer expense, any customer outdoor lighting work National Grid deems necessary to maintain public or employee safety.

Electrical Separation: The customer is responsible to create an electrical separation between the National Grid secondary conductors and the customer owned outdoor lighting conductors. This is required to ensure the safety of National Grid and customer employees. This is accomplished by installing an in-line fuse holder with a midjet cartridge style fuse on every street light supply located as near as possible to the connection to the National Grid owned secondary (only required to install the in-line fuse on the first light for lights connected in series). This fuse, in addition to providing electrical protection, shall serve as a future disconnect point for the customer owned outdoor light. Once installed, the customer may disconnect or reconnect a customer owned outdoor light only by means of the in-line fuse holder. See Figure 6 for overhead supplied street lights, and Figures 7, 7A, 8, 9, or 10 for underground supplied street lights. See Figure 11 for in-line fused disconnect details. The point of ownership demarcation is at the point of connection to the Company distribution system. The company owns up to and including the connector (connection point).

Ownership Identification: The customer is responsible to label all customer owned street lighting luminaires in accordance with National Grid Construction Standards and license or service agreements. See Figures 1 and 2.

Final Connections to National Grid Secondary Conductors: National Grid personnel and/or their designee shall make all connections and disconnections of customer owned street light supply conductors to the Company owned secondary and grounding conductors. Customer employees or their contractor are never allowed to perform any work on Company owned secondary or grounding conductors.

CUSTOMER OWNED OUTDOOR LIGHTING - GENERAL			
nationalgrid	OUTDOOR LIGHTING CONSTRUCTION STANDARD	PAGE NUMBER	ISSUE
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3.0 CONSTRUCTION DRAWINGS:

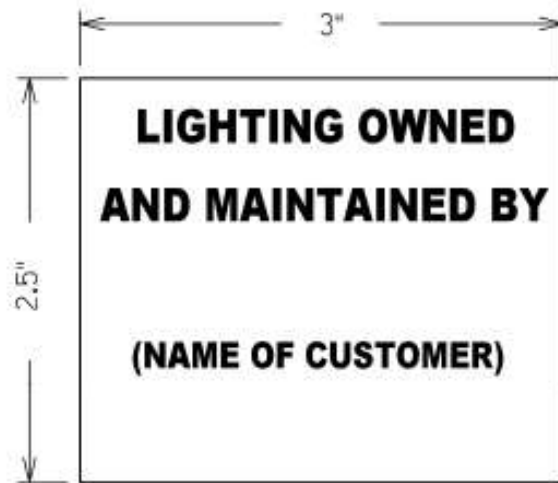


Figure 1 – Ownership Identification Label for Customer Owned Street Lights

1. All customer owned street light luminaires shall be identified with a label to clearly define ownership and maintenance responsibilities.
2. Ownership identification label shall be reflective white with black lettering. See Figure 1.

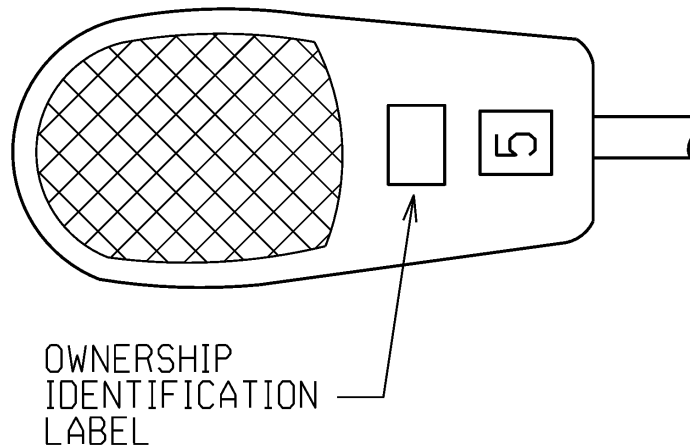


Figure 2 – Installation of Ownership Identification label

1. Ownership identification label shall be installed on the lower door of a horizontal roadway luminaire such that it can be clearly seen from the ground. See Figure 2.
2. For post top, floodlight, and other luminaires, the ownership identification label shall be installed on the luminaire housing in a location such that it is clearly visible from the ground.

OWNERSHIP IDENTIFICATION OF CUSTOMER OWNED LIGHTING			
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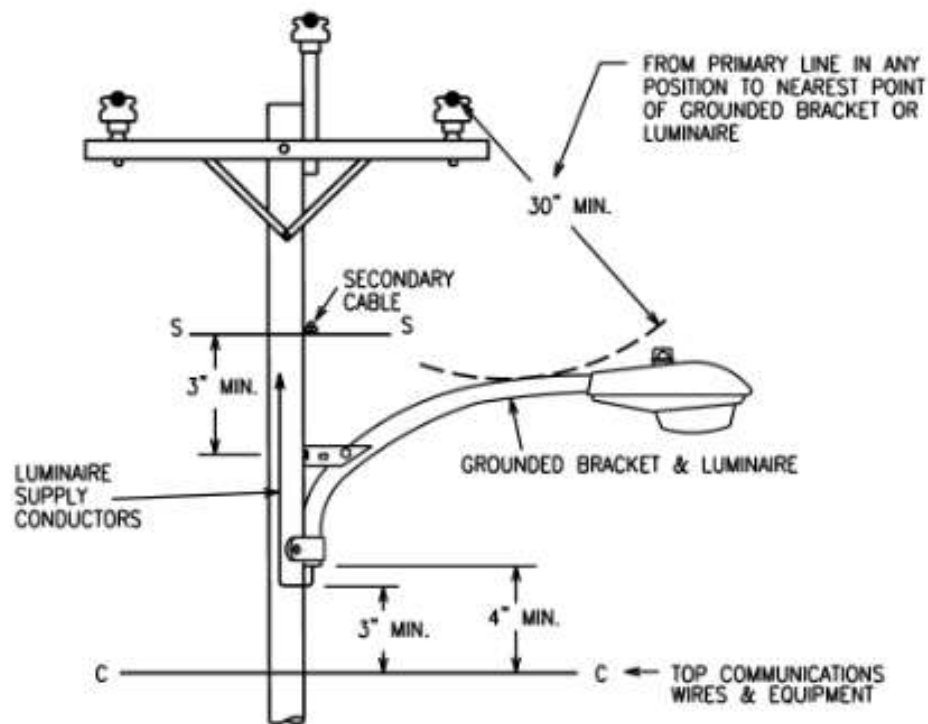


Figure 3 – Outdoor Light Clearance from Overhead Conductors

1. Primary Conductors – Maintain minimum 30-inch clearance from any primary conductor or cable to nearest point of grounded luminaire or bracket.
2. Secondary Conductors – Maintain minimum 3-inch vertical clearance from secondary wires or cable to nearest point of grounded luminaire bracket. (NESC Table 239-1)
3. Communications Cables – Maintain minimum 4-inch vertical clearance from closest communication cable to nearest point of grounded luminaire bracket. (NESC Table 238-2)

Maintain minimum 3-inch clearance from closest communications cable to nearest point of luminaire supply conductors drip loop. Luminaire supply conductors must be covered with non-metallic flexible conduit. (NESC 238D)

4. Location on Pole – Always install the street light **BELOW** the secondary conductors. This applies to new installations and any time an existing street light is moved or transferred to a new pole.

CLEARANCES FROM OVERHEAD CONDUCTORS			
nationalgrid	OUTDOOR LIGHTING CONSTRUCTION STANDARD	PAGE NUMBER	ISSUE
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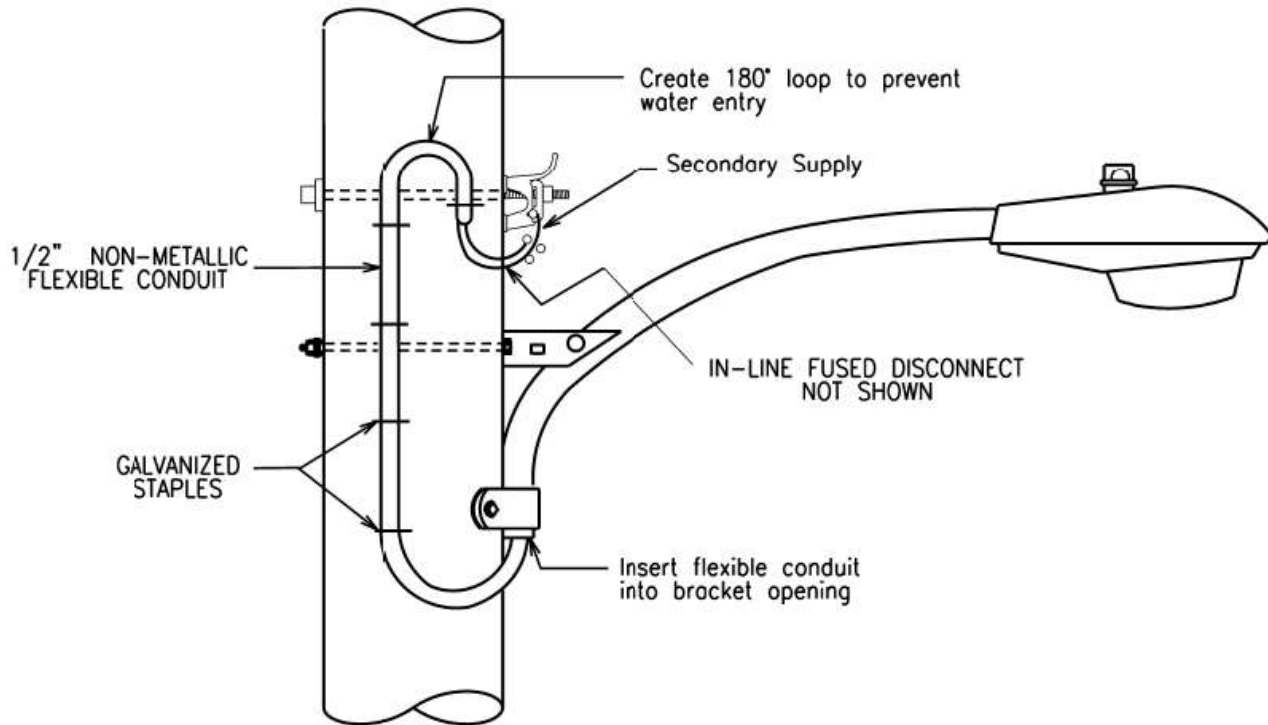


Figure 4 - Mechanical Protection for Overhead Supplied Street Light Fixture Conductors

1. NESC Table 239G1 requires that all luminaire supply conductors (#10 AWG) shall have mechanical protection (1/2" non-metallic flexible conduit) installed from the point where they leave the pole end of the bracket to the connection to the secondary supply in order to take advantage of the clearance dimensions shown on page 4.
2. Insert the non-metallic flexible conduit into the bracket opening and extend up the pole to above the secondary supply.
3. Create a 180-degree loop at the secondary supply to prevent rain water from becoming trapped inside the flexible conduit.
4. Secure the non-metallic flexible conduit with galvanized staples spaced 12-inches apart or closer as necessary.

MECHANICAL PROTECTION FOR OVERHEAD OUTDOOR LIGHTING FIXTURE CONDUCTORS

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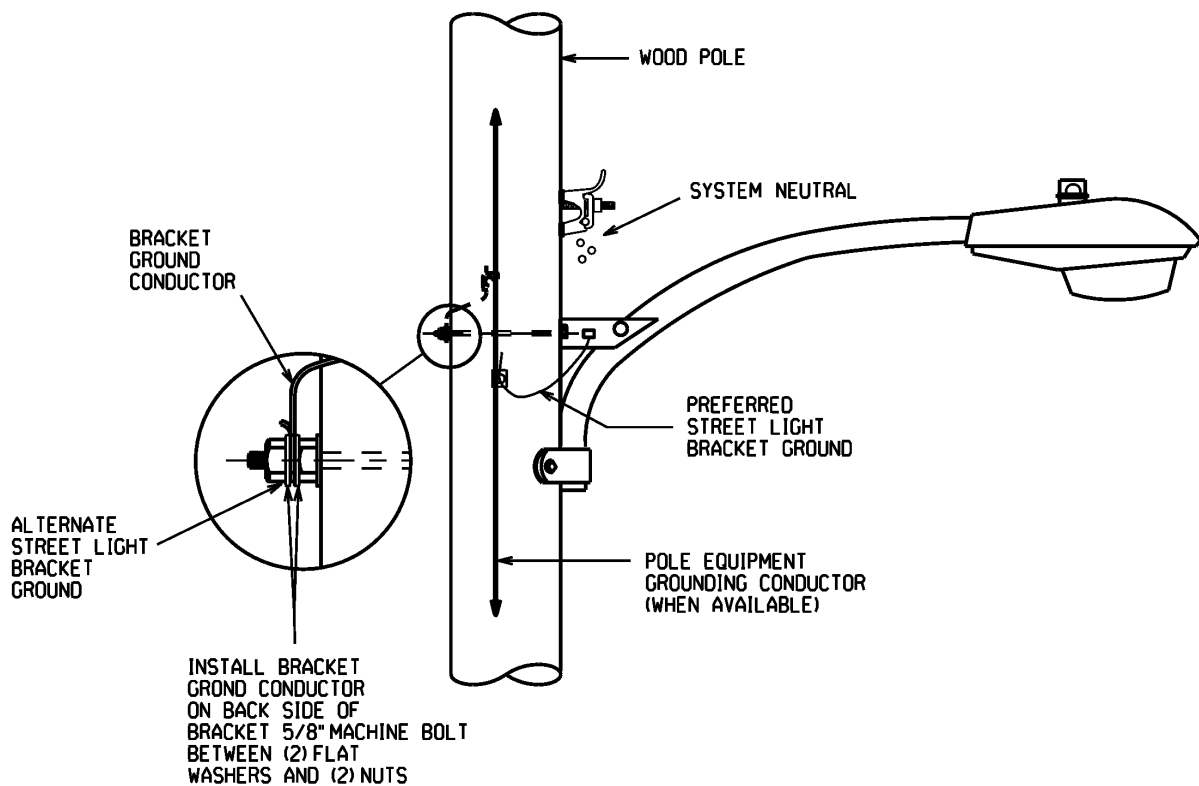


Figure 5 – Grounding of Overhead Supplied Street Light

1. Every street light bracket shall be grounded. Install a #4 AWG stranded copper conductor with enough length to connect to the pole equipment grounding conductor (when available) or to the secondary system neutral. Final connections to National Grid conductors shall be made by National Grid personnel.
2. Many brackets have a bracket grounding bolt located near the wood pole end of the bracket. If none exists, install a bracket grounding bolt on the bracket or connect grounding conductor to the back side of the 5/8" square head machine bolt which secures the bracket to the pole.

GROUNDING OF OVERHEAD SUPPLIED OUTDOOR LIGHTING			
nationalgrid	OUTDOOR LIGHTING CONSTRUCTION STANDARD	PAGE NUMBER	ISSUE
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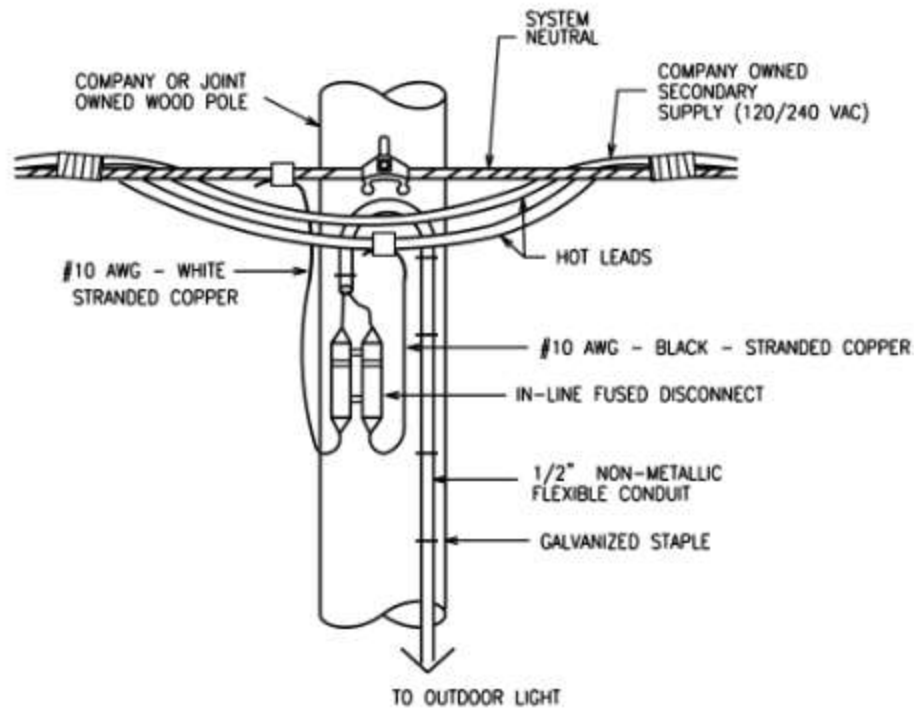


Figure 6 – Connection of Overhead Supplied Customer Owned Street Light to National Grid Overhead Secondary Conductors

1. Every customer street light shall have an in-line fused disconnect as outlined in the electrical separation section page 2. See page 14 for details on the in-line fused disconnect.
2. Secure the in-line fused disconnect to the pole using a spring-loaded conduit clip or galvanized staple.
3. Provide sufficient slack in the luminaire wiring to facilitate fuse replacement.
4. Outdoor lighting fixture wiring shall be #10 AWG 7-strand copper BLACK-WHITE with RHH/RHW/USE-2 insulation.

CONNECTION OF CUSTOMER OWNED LIGHTING TO NATIONAL GRID OVERHEAD SECONDARY CONDUCTORS

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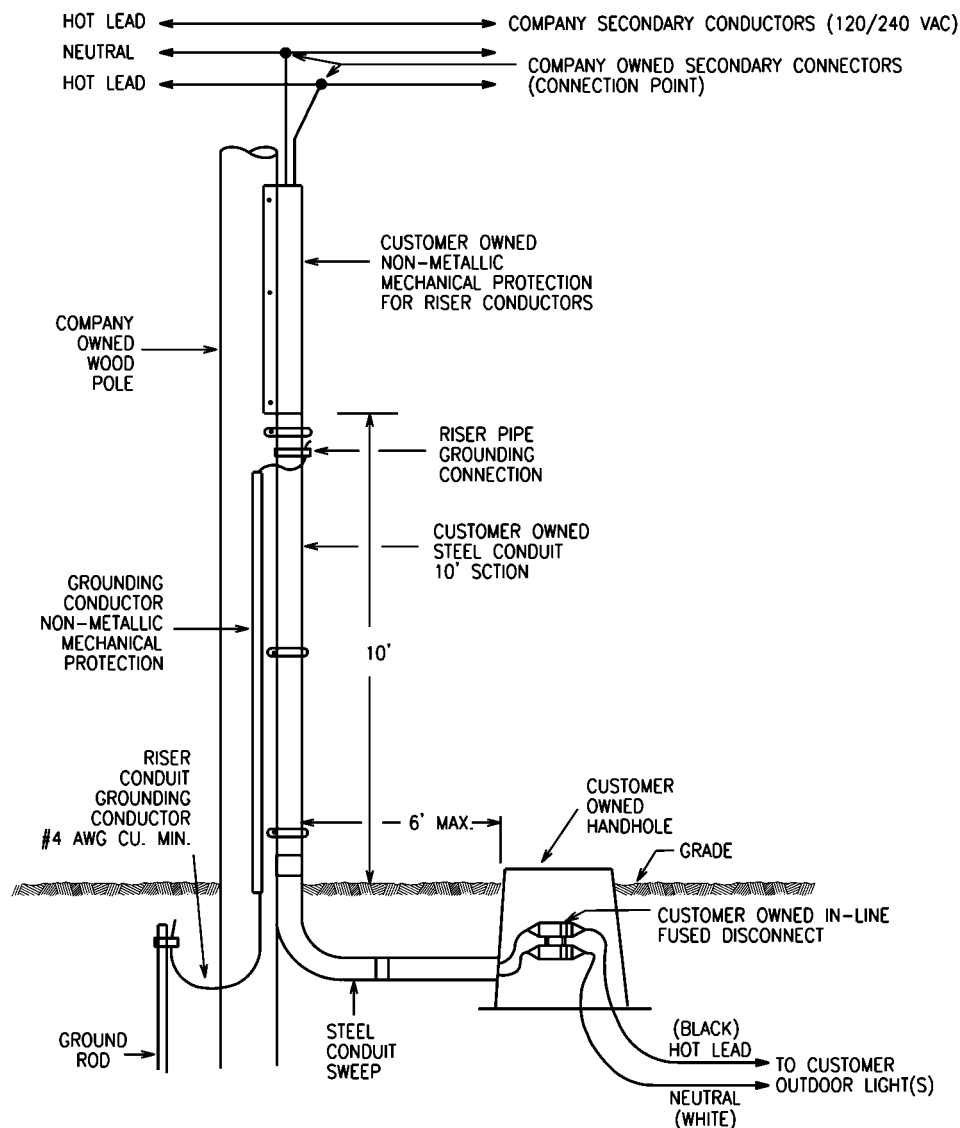


Figure 7 – Connection of Customer Owned Street Light Riser to National Grid Overhead Secondary Conductors

1. Install customer owned handhole as shown in Figure 7. Customer owned handhole shall house the in-line fused disconnect. See page 14 for details on the in-line fused disconnect.
2. Always install the riser conduit away from vehicle traffic.
3. No more than (2) riser conduits may be attached to a pole. Consult National Grid Engineering if more than (2) risers are desired.
4. Underground supply conductors shall be #6 AWG 7-strand copper (minimum) with RHH/RHW/USE-2 insulation. Conductors shall be color coded BLACK = Hot lead, WHITE = Neutral.

CONNECTION OF CUSTOMER OWNED STREET LIGHT RISER TO NATIONAL GRID OVERHEAD SECONDARY CONDUCTORS

nationalgrid	OUTDOOR LIGHTING CONSTRUCTION STANDARD	PAGE NUMBER	ISSUE
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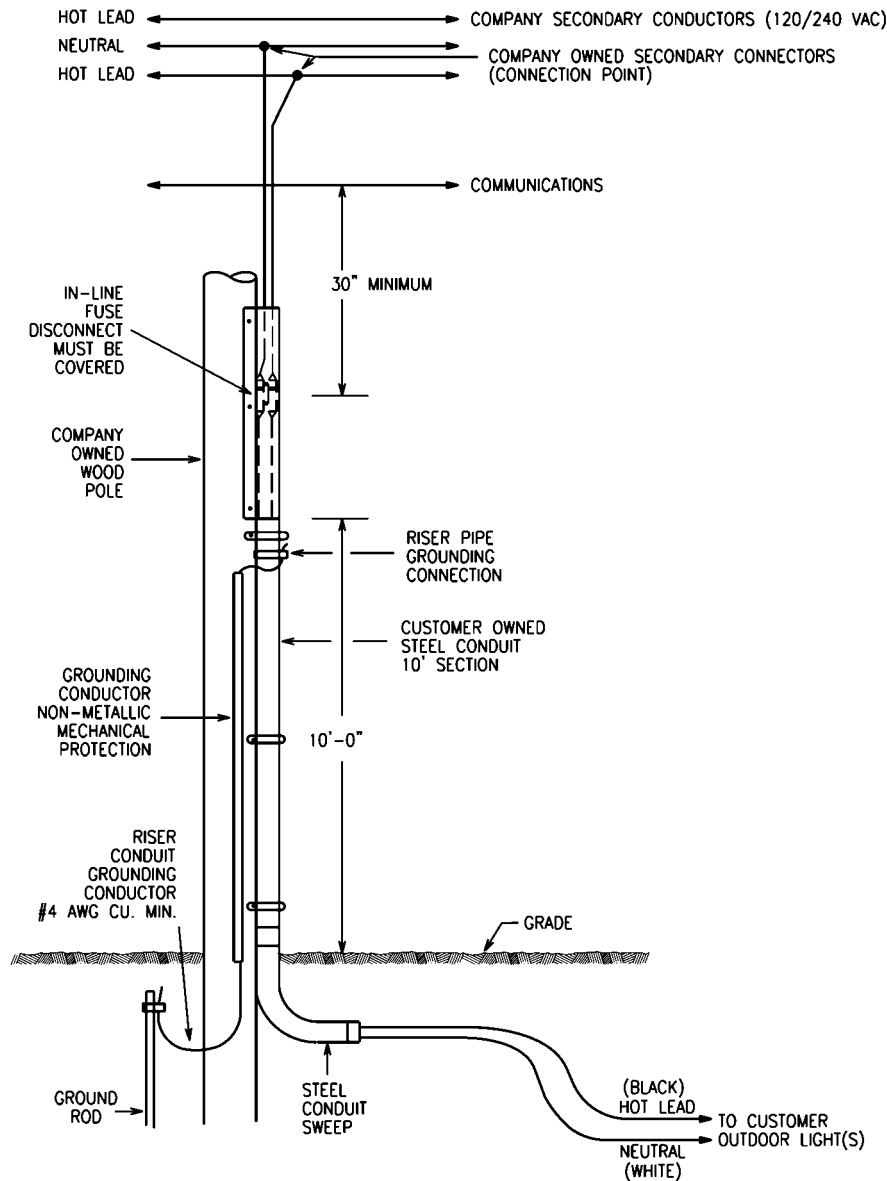


Figure 7A – Alternate Connection of Customer Owned Outdoor Lighting Riser to National Grid Overhead Secondary Conductors

1. Install customer owned disconnects under conductor covering. See page 14 for details on the in-line fused disconnect.
2. Always install the riser conduit away from vehicle traffic.
3. No more than (2) riser conduits may be attached to a pole. Consult National Grid Engineering if more than (2) risers are desired.
4. Underground supply conductors shall be #6 AWG 7-strand copper (minimum) with RHH/RHW/USE-2 insulation. Conductors shall be color coded BLACK = Hot lead, WHITE = Neutral.

CONNECTION OF CUSTOMER OWNED STREET LIGHT RISER TO NATIONAL GRID OVERHEAD SECONDARY CONDUCTORS

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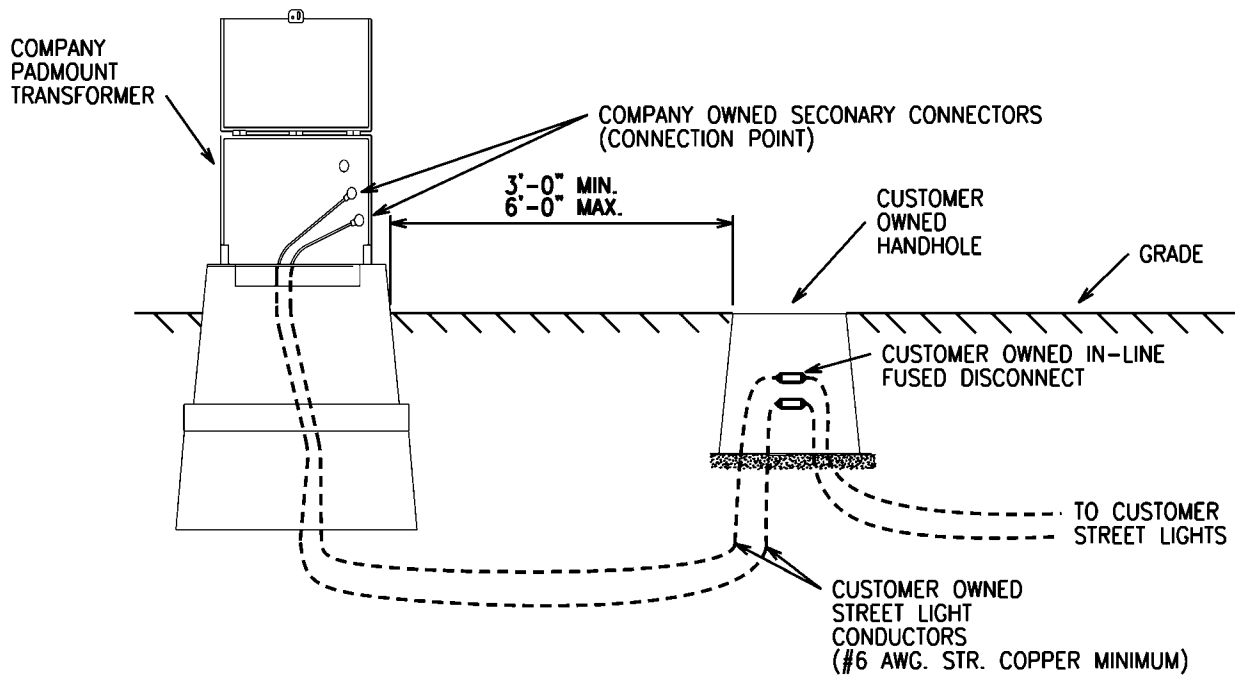


Figure 8 – Connection of Underground Supplied Street Light to National Grid Padmount Transformer

1. Install customer owned handhole as shown in Figure 8. Customer owned handhole shall house the in-line fused disconnect. See page 14 for details on the in-line fused disconnect.
2. Underground supply conductors shall be #6 AWG 7-strand copper (minimum) with RHH/RHW/USE-2 insulation. Conductors shall be color coded BLACK = Hot lead, WHITE = Neutral.
3. In cases where a new customer conduit is to be installed into a National Grid padmount transformer, National Grid shall determine the conduit entrance location at the padmount transformer foundation. The customer shall install the conduit to just outside this location. National Grid shall then create the opening in the padmount foundation and extend the customer conduit into the padmount foundation.
4. All electrical connections or disconnections to the secondary supply shall be performed by National Grid personnel and/or their designee.
5. In all cases where customer access to National Grid equipment is necessary, National Grid personnel shall be present to provide safety supervision and to unlock and relock the padmount transformer.

CONNECTION OF UNDERGROUND SUPPLIED OWNED STREET LIGHT TO NATIONAL GRID PADMOUNT TRANSFORMER			
nationalgrid	OUTDOOR LIGHTING CONSTRUCTION STANDARD	PAGE NUMBER	ISSUE
		11	09/19

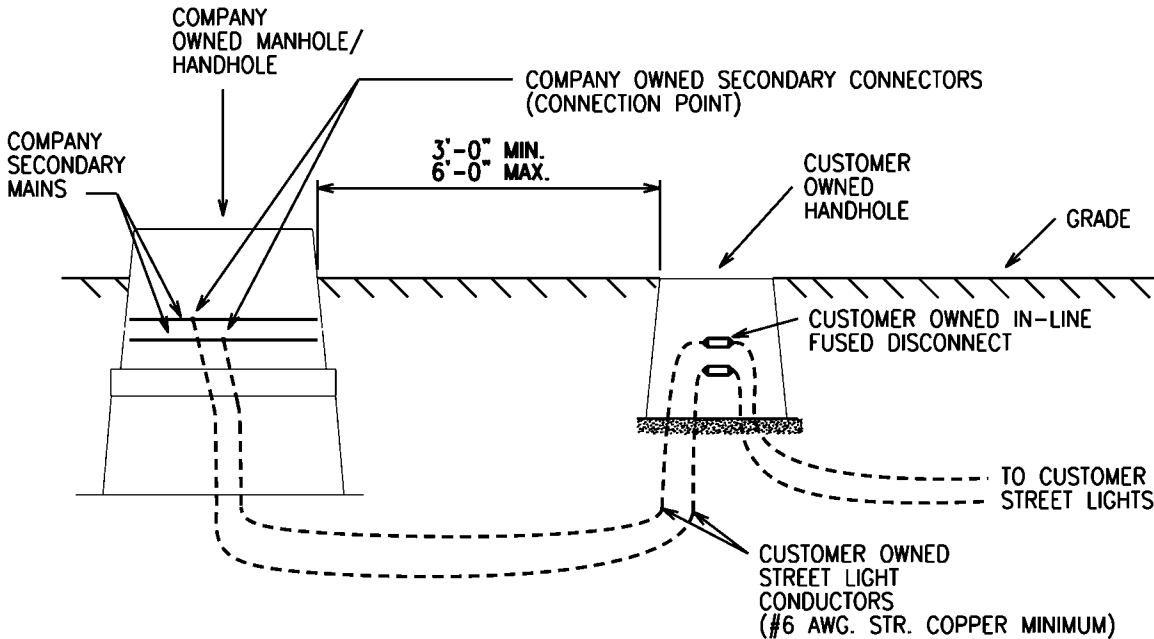


Figure 9 – Connection of Underground Supplied Customer Owned Street Light to National Grid Handhole or Manhole – Standard Connection

1. Install customer owned handhole as shown in Figure 9. Customer owned handhole shall house the in-line fused disconnect. See page 14 for details on the in-line fused disconnect.
2. Underground supply conductors shall be #6 AWG 7-strand copper (minimum) with RHH/RHW/USE-2 insulation. Conductors shall be color coded BLACK = Hot lead, WHITE = Neutral.
3. In cases where a new customer conduit is to be installed into a National Grid manhole or handhole, National Grid shall determine the conduit entrance location in the manhole/handhole. The customer shall install the conduit to just outside this location. National Grid shall then create the opening in the manhole/handhole wall and extend the customer conduit into the manhole/handhole.
4. All electrical connections or disconnections to the secondary supply shall be performed by National Grid personnel and/or their designee.
5. The 6' Max distance to the customer owned handhole may be extended to eliminate such handhole from being located within a roadway, street or other area subject to vehicle traffic. Contact National Grid to agree on an alternate location minimizing the distance of the in-line fused disconnects from the source supply.
6. In all cases where customer access to a National Grid facility is necessary, National Grid personnel shall be present to provide safety supervision, ensure appropriate ingress/egress to the facility and unlock/relock equipment.

CONNECTION OF UNDERGROUND SUPPLIED CUSTOMER OWNED STREET LIGHT TO NATIONAL GRID MANHOLE OR HANDHOLE – STANDARD CONNECTION

ISSUE	PAGE NUMBER	OUTDOOR LIGHTING CONSTRUCTION STANDARD	nationalgrid
09/19	12		

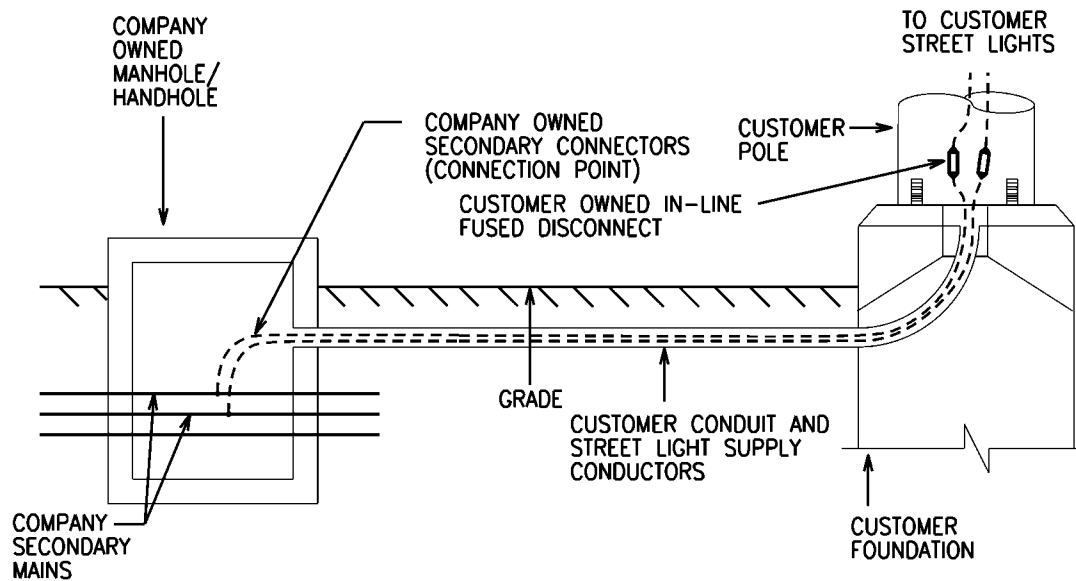


Figure 10 – Connection of Underground Supplied Customer Owned Street Light to National Grid Handhole or Manhole – Non-Standard Connection

1. For all new installations and modifications to existing installations, the customer is required to install and in-ground handhole located as close as possible to the company provided electrical source point, as illustrated in Figures 7, 8, and 9.
2. In the rare case where the customer owned concrete outdoor lighting foundation is immediately adjacent to the National Grid manhole/handhole, installation of an in-ground customer owned handhole may be impossible. In this case, the in-line fused disconnect may be installed inside the pole access handhole. **This is allowed only in cases where no physical space exists to install the in-ground customer owned handhole.** Note that the #6 AWG underground supply conductors between the manhole and the base of the outdoor light are customer owned.
3. Underground supply conductors shall be #6 AWG 7-strand copper (minimum) with RHH/RHW/USE-2 insulation. Conductors shall be color coded BLACK = Hot lead, WHITE + Neutral.
4. In cases where a new customer conduit is to be installed into a National Grid manhole or handhole, National Grid shall determine the conduit entrance location in the manhole/handhole. The customer shall install the conduit to just outside this location. National Grid shall then create the opening in the manhole/handhole wall and extend the customer conduit into the manhole/handhole.
5. All electrical connections or disconnections to the secondary supply shall be performed by National Grid personnel and/or their designee.
6. In all cases where customer access to a National Grid facility is necessary, National Grid personnel shall be present to provide safety supervision, ensure appropriate ingress/egress to the facility and unlock/lock equipment

CONNECTION OF UNDERGROUND SUPPLIED CUSTOMER OWNED STREET LIGHT TO NATIONAL GRID MANHOLE OR HANDHOLE – NON-STANDARD CONNECTION

nationalgrid	OUTDOOR LIGHTING CONSTRUCTION STANDARD	PAGE NUMBER	ISSUE
		13	09/19

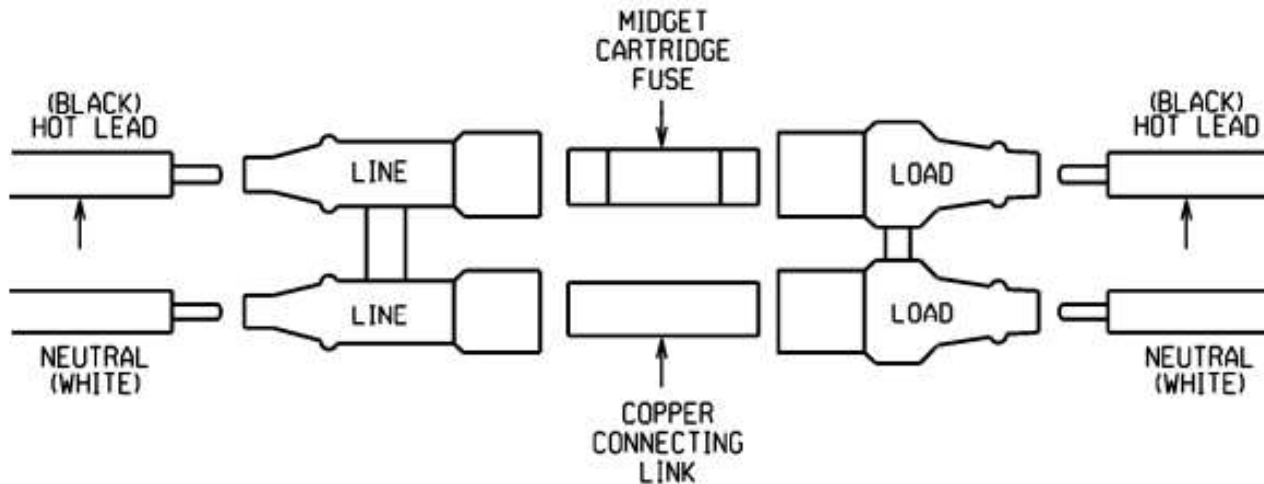


Figure 11 – In-Line Fused Disconnect Details

1. All customer owned outdoor lighting equipment shall be fused using a dual pole, watertight, in-line fuse holder and cartridge style fuse. This fuse, in addition to providing electrical protection, shall serve as a disconnection point for the customer owned outdoor lighting equipment.
2. Fuse Holder
The fuse holder shall be a watertight device suitable for use in an outdoor environment.

The fuse holder shall be totally insulated, thus having no exposed energized parts.

The fuse holder shall accept #14 AWG - #6 AWG stranded copper conductors on both ends.

The fuse holder shall be a dual pole device allowing simultaneous disconnection of both the 120 VAC hot lead (black wire) and the neutral conductor (white wire).

The fuse holder shall be designed such that, when separated, the midget cartridge fuse and copper connecting link shall be held captive in the load end of the fuse holder.

The fuse holder shall be polarized to prevent accidental reversal of the live leg and neutral connections.
3. Cartridge Fuse
The fuse shall be a non-glass type, midget style cartridge fuse. Fuse dimensions shall be 13/32" diameter x 1½" length.
4. Neutral Connection
The neutral conductor shall not be fused. Install a 13/32" diameter x 1½" length copper connecting link in place of a cartridge fuse.
5. Always provide sufficient slack in wiring to facilitate fuse replacement.

IN-LINE FUSED CONNECTION DETAILS

ISSUE	PAGE NUMBER	OUTDOOR LIGHTING CONSTRUCTION STANDARD	nationalgrid
09/19	14		

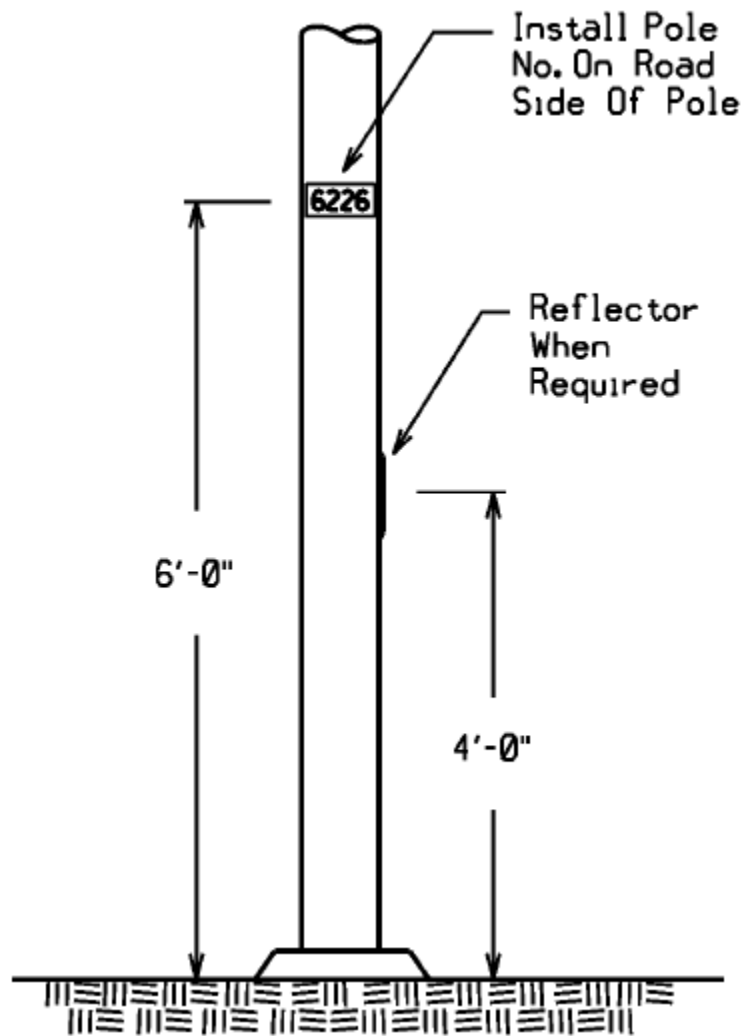


Figure 12 – Pole Numbering - Underground Supplied Customer Owned Lighting

1. Every underground supplied customer lighting pole shall be numbered in accordance with Figure 11.
2. Always use 1-3/4-inch x 3-inch, high intensity white reflective pole number decals.
3. Pole number decals shall be installed horizontal to each other as shown in Figure 11 – not vertical.

POLE NUMBERING – UNDERGROUND SUPPLIED LIGHTING			
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