

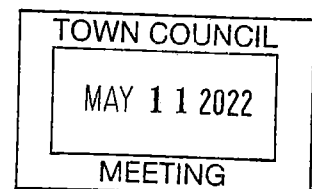
**AGREEMENT by and between the STATE OF RHODE ISLAND DEPARTMENT OF  
TRANSPORTATION and the TOWN OF BRISTOL for the GRATIS TRANSFER OF  
STREETLIGHT FACILITIES**

This Gratis Transfer Agreement ("Agreement") is made this 23<sup>rd</sup> day of <sup>Nov.</sup>~~August~~, 2021 by and between the Town of Bristol, a municipal entity within the State of Rhode Island (the "Town"), with its principle office located at 10 Court Street, Bristol, Rhode Island 02809, and the **STATE OF RHODE ISLAND DEPARTMENT OF TRANSPORTATION**, an agency of the State of Rhode Island with a principle office located at 2 Capitol Hill, Providence, Rhode Island (the "RIDOT"), for the gratis transfer of ownership upon the terms hereinafter set forth, of certain streetlights located on state roads within the Town of Bristol and hereinafter called the "Facilities" and more specifically described in Exhibit A attached hereto and made a part hereof.

**WHEREAS**, in the interest of public safety, RIDOT will assume exclusive ownership and maintenance costs and obligations associated with the Facilities regardless of any other maintenance contracts which may exist between the Town and a third party either prior to, or as of, the date of this Agreement. The purpose and intent of this Agreement is for RIDOT to assume ownership and maintenance costs and obligations of only those streetlights which are located on state roads within the Town of Bristol. RIDOT will not assume ownership and maintenance responsibilities for any streetlight which is not located on a state road, regardless of whether or not such streetlight is included in Exhibit A, attached hereto.

**NOW THEREFORE**, in consideration of the above, and in exchange for good and valuable consideration in the amount of One Dollar (\$1.00) the receipt and sufficiency of which is hereby acknowledged, RIDOT and the Town hereby agree as follows:

1. Town shall convert the Facilities to light emitting diode (LED) technology. For purposes of this Agreement, the term Facilities shall not include any streetlight control systems other than photocell sensors.
2. Town shall transfer all of its rights, titles and interests in the Facilities to RIDOT free and clear of any encumbrances, maintenance contracts, agreements, or liens. The parties acknowledge and agree that as of the Closing Date, RIDOT shall have exclusive control over the Facilities so transferred and that such exclusive control shall include without limitation, RIDOT's right to deenergize, discontinue and/or shut off any Facilities that are illuminating state roads.
3. As of the Closing Date (as defined below), RIDOT shall assume the full cost of all maintenance responsibilities and obligations associated with ownership of the Facilities, including, without limitation, those contemplated by this Agreement. More specifically, RIDOT's maintenance obligations of the Facilities shall include the following:
  - a. RIDOT shall maintain the light fixture, arm, and wiring up to the connection point.
  - b. RIDOT shall not maintain any streetlight control systems except photocell sensors.
  - c. To the extent that any control systems exist on, or are attached to, the Facilities, the Town shall, at its own expense, remove the control system and install a photocell sensor prior to the Closing Date.



4. RIDOT shall pay to Town nominal consideration of One Dollar (\$1.00) for the Facilities. The Parties acknowledge that such consideration is legally sufficient for the transfer of ownership in and to the Facilities.
5. This Agreement shall not take effect until both parties and National Grid have signed the Consent to Transfer of Agreement, attached hereto as Exhibit D.
6. **CLOSING:** The closing for the transfer of ownership of the Facilities ("Closing") shall occur on or about \_\_\_\_\_, 2021 or such other date as may be mutually agreed by the Parties ("Closing Date"). At or before the Closing, the Town and RIDOT shall execute a Bill of Sale for the Facilities, as set forth below.
7. **LIENS AND ENCUMBRANCES:** Town represents to RIDOT that the Facilities are free from any and all liens and encumbrances and are in good and proper working order. Transferor shall pay for and indemnify Transferee from and against any and all costs and liabilities incurred as a result of any lien, encumbrance, malfunction or dis-repair of the Facilities.
8. **BILL OF SALE:** Town shall execute a Bill of Sale transferring all right, title and interest in the Facilities to RIDOT in the form attached hereto as Exhibit B.

**9. ATTACHMENT RIGHTS**

a. **DEMARCATIION OF OWNERSHIP:** The point of ownership demarcation shall be deemed to be the existing connection point where the applicable streetlight Facility is energized from the electric distribution system ("Connection Point"). The Narragansett Electric Company, d/b/a National Grid ("National Grid") shall retain ownership of the electric distribution system up to and including the Connection Point. RIDOT shall own the streetlighting system from the Connection Point to the luminaire inclusive of the Facilities.

b. **THIRD PARTY LIGHTING:** Lighting facilities (including, without limitation poles, standards, arms, brackets, wires, cable, conductor, conduit, foundations, and luminaires) owned by National Grid and used to provide regulated lighting services to independent third-party customers ("Third Party Lighting Asset" or collectively, the "Third Party Lighting Assets") shall not be included in the Facilities that are being transferred to RIDOT through this Agreement. The transfer of Facilities shall exclude facilities upon which Third Party Lighting Assets are attached, physically and/or electrically.

c. **JOINT USE INFRASTRUCTURE:** RIDOT understands that some of the Facilities are currently installed or otherwise coexist ("Coexisting Facilities"), in whole or in part, on or within National Grid's conduit, vaults, or other National Grid facilities, assets or infrastructure ("Joint-Use Structures"), and that such Coexisting Facilities shall not be separated from the Joint Use Structures prior to Closing.

d. **ATTACHMENT RIGHTS:** Pursuant to and consistent with the requirements of R.I.G.L. § 39-30-1, *et seq.*, National Grid has previously granted the Town attachment rights to use, and attach the Facilities to, National Grid's support infrastructure and electric distribution system, pursuant to the terms of the Agreement for Customer-Owned Street and Area Lighting Attachments between the Narragansett Electric Company d/b/a National Grid and the Town of Bristol ("Attachment Agreement"), attached hereto as Exhibit C. All rights previously granted to Town by virtue of the Attachment Agreement shall terminate upon the effective date of this Agreement pursuant to the terms and provisions of the Consent to Transfer of Facilities attached hereto as Exhibit D.

e. **EASEMENT/ACCESS RIGHTS:** To the extent that the Town has been granted non-exclusive right easement rights, in common with National Grid, for the purpose of maintaining and operating the Facilities under any existing easements, licenses, grants of location or access agreements associated with said Facilities, the Town hereby agrees to assign such easement rights to RIDOT, to the extent assignable and allowed by such easements, licenses, grants of location or access agreements without any warranties or representations whatsoever.

## **10. MISCELLANEOUS**

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

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

c. **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.

d. **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.

e. **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:

**RIDOT :**

Office of the Director  
R.I. Department of Transportation  
Two Capitol Hill  
Providence, Rhode Island 02903  
Attention: Outdoor Lighting & Attachments

**Town of Bristol :**

10 Court Street  
Bristol, RI 02809  
Attention: \_\_\_\_\_

**10. TOWN COUNCIL APPROVAL**

a) This Agreement shall take effect when it has been executed by a duly authorized representative of both Parties and it has been approved by majority vote of the Bristol Town Council, or otherwise approved in accordance with local rules, charters, ordinances and/or regulations, of the Town of Bristol and executed by an individual having the power, legal capacity, and binding authority to enter into this Agreement on behalf of the Town of Bristol. The Bristol Town Council Resolution or other document approving this Agreement and authorizing the Town's execution of same shall be attached hereto and made part of this Agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the effective date set forth above

**TOWN OF BRISTOL:**

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

Date: 10/01/2021

Print Name: Steven Contente

Title: Town Administrator

Notary

In Person on this 1<sup>st</sup> day of October, 2021, before me personally appeared Steven Contente to me known and known by me to be the Town Administrator for the Town of Bristol who executed the forgoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Town of Bristol.

(Seal)



Carol Mello  
Notary Public  
State of Rhode Island ID# 752031  
My Comm. Expires: 09/03/2022

Carol Mello  
Notary Signature

Carol Mello  
Notary (Print)  
Commission Expires: 09/03/2022

By: [Signature]

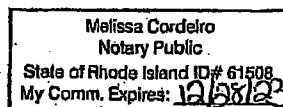
Date: 10/5/21

Print Name: Nathan Cacaro

Title: Town Council President

Notary

In Bristol on this 5<sup>th</sup> day of October, 2021, before me personally appeared Steven Contente to me known and known by me to be the Town Administrator for the Town of Bristol who executed the forgoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the Town of Bristol.



[Signature]  
Notary Signature

(Seal)

Notary (Print)

Commission Expires:

**RHODE ISLAND DEPARTMENT OF TRANSPORTATION:**

By

Peter Alviti, Jr. P.E., Director

Date:

11/23/2021

Notary

In

Providence

on this

23<sup>rd</sup>

day of

Nov.

2021, before me personally appeared Peter J. Alviti, Jr., P.E. to me known and known by me to be the Director of the Rhode Island Department of Transportation who executed the forgoing instrument and he acknowledged said instrument by him so executed to be his free act and deed in his said capacity and the free act and deed of the State of Rhode Island Department of Transportation.

Notary Signature

Notary (Print)

Commission Expires:

12-6-2024

(Seal)

