

**PURCHASE AND SALE AGREEMENT
REGARDING MUNICIPAL STREET LIGHTS**

This Purchase and Sale Agreement Regarding Municipal Street Lights (the “Agreement”), made effective as of the 1st day of December 2013, is by and between NSTAR ELECTRIC COMPANY (hereinafter known as “the Company,”) a Massachusetts corporation with a usual place of business at 800 Boylston Street, Boston, Massachusetts 02199, and the TOWN OF CHILMARK, a municipal corporation of the Commonwealth of Massachusetts having a usual place of business at 401 Middle Road, Chilmark, Massachusetts 02535 (hereinafter known as “the Town,”).

WHEREAS, the Company presently supplies the Town with street lighting services under tariffs approved by the Massachusetts Department of Public Utilities (“DPU”);

WHEREAS, the Town has agreed to purchase from the Company certain property of the Company, consisting of the Company's FERC Account 373 municipal street lighting facilities and equipment, municipal flood lighting and area lighting facilities and equipment, consisting of luminaires, lamps, ballasts, photocells, brackets, conductors from the luminaire to the distribution connection, dedicated poles where applicable, foundations, conduits, dedicated manholes where applicable, and other underground equipment that are not part of the distribution system, and certain rights appurtenant thereto, as shown and described on Exhibit A attached hereto and made a part hereof, it being the Town’s intent to purchase all street lights, flood and area lighting, and related equipment dedicated to municipal use (“the Facilities”);

WHEREAS, the Company has agreed to sell and transfer the Facilities subject to the terms and conditions specified below; and

WHEREAS, the Company and Town (“the Parties”) wish to resolve all issues or disputes between them regarding purchase and sale of the Facilities; tariffs applicable to the Town after said purchase and sale; operation and maintenance of the street lights after said purchase and sale; and other issues.

THEREFORE, in consideration of the promises and mutually dependent covenants herein contained, it is agreed between the Parties hereto as follows:

1. The Company does hereby agree to sell, assign, convey, transfer and deliver to the Town, and the Town does hereby agree to purchase and accept, subject to the terms and conditions set forth herein, the Facilities, upon the following terms and conditions:

Upon payment as specified in Section 2 below, the Town shall have all right, title and interest in the Facilities, including without limitation, the right to use, alter, remove or replace the Facilities in any way the Town deems appropriate for the operation of a municipal owned

street lighting system, except as expressly stated herein. Nothing in this Agreement shall be deemed to limit the Town's use of dedicated poles or underground conduit purchased by the Town under this Agreement except to the extent such use by the Town involves access to the Company's manholes, padmount transformers, or the connections to the Company's distribution system.

2. Effective as of December 1, 2013 (the "Settlement Date"), the Facilities shall be conveyed by the Company to the Town by a bill of sale in consideration of the sum of One Dollar (\$1.00) to be paid by the Town as set forth in Section 5 hereof, said amount mutually agreed by the Town and Company to be legal and sufficient consideration. The Facilities shall be accepted by the Town in their then present quantity, condition and location, "AS IS", without any representation or warranty whatsoever, except as is set forth in Section 3 herein, **THE COMPANY SPECIFICALLY DISCLAIMING ANY EXPRESS WARRANTY AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3. The Company warrants and represents the following:

- (i) that it has good and marketable title to the Facilities;
- (ii) that the Facilities are free and clear of any and all liens and encumbrances; and
- (iii) that it has received any necessary permits, approvals, licenses or permission to convey the Facilities as aforesaid.

4. The Town warrants and represents that it has complied with all provisions of law that may be applicable to it to authorize the Town's purchase and acceptance of the Facilities and the payment of the purchase price and any other payments to be made hereunder.

5. The Town shall make payment of One Dollar (\$1.00) to the Company for the Facilities on or before December 1, 2013 (the "Closing Date").

6. The Parties understand and agree that all area and floodlighting fixtures owned by other parties and/or the Company and the poles to which these fixtures are attached, remain the personal property of the Company and/or such parties and are not part of this Agreement.

7. The Parties agree that this Agreement shall not be construed by them to alter or cancel any outstanding billings by the Company to the Town, all of which shall continue in full force and effect despite the execution and delivery of this Agreement.

8. Pursuant to this Agreement, the Company will be providing electric service and certain other services in order that the Town may implement a Town-owned street lighting system. The Town is this day entering into a License Agreement with the Company and its successors and/or assigns, to authorize the attachment and maintenance of the Facilities and such other equipment and fixtures that the Town may hereafter purchase from third parties for the

provision of street lighting (“Additional Fixtures”). The form of the License Agreement is attached hereto and incorporated herein as Exhibit B (the “License Agreement”). The Parties hereby agree to use their best efforts to obtain the signature of Verizon (“Verizon”) to this License Agreement in substantially the form as set forth in Appendix B. In the event Verizon elects not to execute this License Agreement, the Company and the Town will utilize the License Agreement. The Town agrees to pay when due fees as specified in the License Agreement except as set forth in the succeeding sentences.

Nothing in this Agreement nor the License Agreement shall be deemed a waiver of any claim the Town may make at any time that the imposition of pole attachment fees, whether by the Company, Verizon or any other party, is inconsistent with law, nor a waiver of the Town’s right to challenge the proposed or actual imposition of pole attachment fees by the Company, Verizon and/or any other party before the DPU or a court of competent jurisdiction.

The Town reserves the right to obtain supplies of electric energy from any person, over the distribution wires and facilities of the Company, as authorized by St. 1997, c. 164. Effective for electricity consumed on or after December 1, 2013, the Company agrees to provide the Town with electric distribution service for the Facilities, under the rates included in the S-2 tariff as in effect from time to time, or other applicable tariff (the “S-2 Tariff”). Nothing in this Agreement shall be construed as a waiver of the Town’s rights to appeal to the DPU on any issue, excepting the propriety of the S-2 rate charges as currently stated in the S-2 Tariff.

9. In connection with this Agreement, the Company and Town acknowledge that the Town is currently served under multiple accounts for street lighting service. The Company agrees that it will work with the Town and use good faith efforts to merge and reduce the number of these accounts, to the extent the applicable tariffs allow.

10. In the event that the Town employs one or more third parties to perform maintenance or repair of the Facilities and/or the Additional Fixtures, the Town shall guarantee that such third parties are qualified to perform according to the requirements of Article 5.1 of the License Agreement.

11. The Parties acknowledge and agree that as of the date the Town assumes ownership of the Facilities, a number of the Facilities described on the attached Exhibit A may not comply with the terms of all applicable safety codes, regulations or laws insofar as such codes, regulations or laws require that the Facilities be relocated so as to maintain safe clearances and other safety and related requirements (such Facilities are hereafter referenced as “Nonconforming Facilities”). The Town agrees that at the time of any modification to the Nonconforming Facilities which involves any change of the bracket, the Town shall relocate such bracket so as to maintain safe clearances and other safety related requirements, said relocation to be at the Town’s cost. Notwithstanding the foregoing, the Company reserves the right to require the Town to relocate any Nonconforming Facilities at the Town’s cost if circumstances arise that, in the Company’s good faith judgment to be explained in writing to the

Town, determine that the Nonconforming Facilities pose a safety risk to persons or to the Company's electric system.

12. The Parties agree that the making and breaking of electrical connections to the Company's electric system shall only be performed by the Company's employees or its contractors. The Town accordingly expressly agrees that it will pay, as additional charges under this Agreement, all reasonable costs incurred by the Company in connection with any work performed to make or break electrical connections to the Company's electric system resulting from the Town's operation or maintenance of its municipal street light system.

13. The Town acknowledges that the Company and Verizon's poles and related facilities are used and are to continue to be used primarily for utility purposes, and that the Town's use of the poles for a municipal street light system will be secondary. The Town accordingly expressly agrees that it will pay, as additional charges under this Agreement, all reasonable costs incurred by the Company or by Verizon in connection with any Make Ready Work, as that term is defined in Article 1.9 of the License Agreement, in order to provide or maintain space on any pole or facility for the Facilities and Additional Fixtures to be attached and connected.

14. The Town agrees that any Additional Fixtures for installation on the Company's poles shall be subject to the terms set forth in the License Agreement, as may be revised and as in effect from time to time, shall be free from all defects, and shall in no substantial way jeopardize the Company's electric system or interfere with the Company's operations. The Company may refuse to allow the placement of any Additional Fixtures which, at the Company's reasonable discretion, are not so free from defects or that might so substantially jeopardize said system or interfere with said operations. The Town reserves its rights to remove and replace the Facilities and Additional Fixtures as may be afforded to the Town by law, and reserves the right to appeal such refusal by the Company to the DPU and/or to a court of competent jurisdiction.

15. The Company agrees that the Town may, unless otherwise provided by law, at its sole expense, repair, modify or replace any existing Facilities, and may install Additional Facilities on existing poles that are either solely or jointly owned by the Company, subject to Paragraph 12 above, the License Agreement and to the following provisions:

- (a) the Town or any third party contractor of the Town shall use properly licensed and qualified personnel when repairing, modifying or replacing existing Facilities or installing any Additional Fixtures, and shall comply with all applicable safety codes, regulations or laws;
- (b) the Town shall give the Company no less than thirty (30) days of notice in advance of the installation of any Additional Fixtures or any modification to existing Facilities (except in emergency situations in which it shall give as much advance notice as practicable)(the replacement of burned out bulbs or other

defective equipment with equipment of the same type, size and style shall not be considered "modification"); and

- (c) the Town shall give the Company no less than three (3) business days of notice for any requests for the making or breaking of electrical connections to the Company's electric system.

Nothing in this paragraph shall be deemed an agreement by the Town to pay any pole attachment fees in connection with installing Additional Fixtures.

All activities of the Town or of any third party contractors in repairing, replacing or installing any street lighting equipment shall be performed using bucket trucks, without climbing poles and at a working height not to exceed the height of the applicable street lighting facility unless the Town or the third party contractor has permission of the Company to perform work in another manner.

16. Within thirty (30) days from the date of this Agreement the Town shall place identification tags on all dedicated streetlight poles owned by the Town identifying the Town as the owner of such poles. For all streetlight poles installed by the Town after the date of this Agreement, the Town agrees to place said identification tags at the time of the installation of said poles.

17. In the event that the Company exercises its right under Article 8.5 or any comparable provision of the License Agreement to rearrange or relocate the Town's Facilities on the pole or to relocate the Town's Facilities to another pole, the Company shall provide the Town no less than three (3) business days' advance notice, unless emergency circumstances prohibit such notice, in which case the Company shall provide the Town with as much advance notice as is practicable.

18. The Town acknowledges that it has read and understands the provisions of Articles 13 and 14 of the License Agreement attached hereto as Exhibit B and agrees that the Town and any and all contractors of the Town shall be bound by the provisions of Article 13 (entitled "Liability and Damages"), and shall at all times be in conformance with the provisions of Article 14 (entitled "Insurance"), in addition to all other terms set forth in the License Agreement.

19. The Town and Company agree that they will each give the other Party reasonable advance notice (no less than three (3) business days, except in the case of emergency repairs) of any work on or near street lights, poles, fixtures or related equipment, whenever such work may or will affect the other party's equipment or operations. The Parties further agree that each Party will cooperate with the other to the extent repairs, replacement or work on one Party's equipment or property requires the assistance or cooperation of the other Party.

20. The Town shall be responsible for the maintenance of all Town-owned Facilities and Additional Fixtures. For underground connected facilities, the Town will be responsible for all maintenance from the point of connection at the manhole, pad mount transformer or hand hole, as applicable, to the lighting equipment. For overhead connected facilities, the Town will be responsible for all maintenance from the point of connection at the secondary to the Town's lighting equipment. Coordination and or maintenance of Town-owned Facilities and Additional Facilities will be as follows:

Overhead Connected Streetlights

The provisions of Sections 12 and 15 hereof shall govern the coordination and maintenance of Town-owned overhead connected streetlight equipment.

Underground Connected Streetlights

- a) When a repair requires access to a Company hand hole, the Town or the Town's contractor will call the Company and inform the Company as to the location of the hand hole and that it will be accessing said hand hole in order to effectuate repairs. The Town or the Town's contractor will call the Company to inform the Company when the repair is complete.
- b) When a repair requires access to a Company manhole or pad mount transformer, the Town or the Town's contractor will call Company and inform the Company as to the location of the repair.
- c) The Company will dispatch an Underground ("UG") troubleshooting crew (consisting of an UG Troubleshooter and an UG Apprentice) to fault locate and repair the streetlight connection at the pad mount transformer or manhole. If the problem is the connection or on the Company side of the connection, it will be repaired at no charge to the Town.
- d) If the problem is the cable going from the pad mount transformer or manhole to the streetlight and a repair can be made within the manhole or at the pad mount transformer and excavation is not required, the UG troubleshooting crew will perform the repair at the Town's expense. This repair service will be based upon the direct and related indirect full cost and expense to the Company, plus an amount equal to ten percent (10%) of the Company's total cost.
- e) If the problem is the cable going from the pad mount transformer or manhole to the streetlight and the repair can not be performed as described in the above paragraphs (c) or (d), the UG troubleshooting crew will clear the cable and mark same for identification purposes. The Company will notify the Town that the cable has been

cleared. This fault location and disconnection service is at the Town's expense and will be based upon the direct and related indirect cost to the Company.

- f) The Town or the Town's contractor will schedule a repair of the cable that includes adequate notice to the Company for the presence of a Company Inspector. The Company will provide, at the Town's expense, an Inspector to identify the manhole or transformer, determine the safety of the manhole or transformer, identify to the Town or the Town's contractor the streetlight cable, and to observe the safe work practices of the Town or the Town's contractor while working in the Company's manhole or working adjacent to the Company's transformer. This service will be based upon the direct and related indirect cost to the Company.
- g) After the Town or the Town's contractor has completed the repair to the cable, the Company UG troubleshooting crew will return to reconnect the cable at the Town's expense. This reconnection service will be based upon the direct and related indirect cost to the Company.

The Parties acknowledge that there may be instances in which the Company will perform maintenance on portions of the overhead or underground system purchased by the Town under this Agreement. The Town expressly agrees that it will pay, as additional charges under this Agreement, all reasonable costs incurred by the Company in connection with such maintenance. Prior to performing any such maintenance, the Company will obtain the Town's approval to perform the maintenance.

21. 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 modified except in writing, shall inure to and be binding upon the Parties and their respective successors and assigns, and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. This Agreement, the License Agreement, and the S-2 Tariff constitute the entire agreement between the Parties regarding the Facilities and the Additional Fixtures, and maintenance and service of the Facilities and the Additional Fixtures, and any previous representations regarding the subject matter of this Agreement, either oral or written are hereby annulled and superseded. The Parties have freely entered into this Agreement and agree to each of its terms without reservation.

22. All written notices required under this Agreement, but excluding notices required under the License Agreement, shall be given by posting the same in first class mail, postage prepaid, as follows:

To the Town: Town of Chilmark
 Executive Secretary
 Town Office
 401 Middle Road, P.O. Box 119
 Chilmark, MA 02535

To the Company: NSTAR Electric Company
 Legal Department, P1700
 800 Boylston Street
 Boston, MA 02199

23. The Parties agree to use their respective best efforts to resolve any dispute(s) which may arise regarding this Agreement. If a dispute arises that cannot be resolved among the representatives of the Parties involved in the daily management and implementation of this matter, the Town Administrator (or other representative duly designated by the Town) and the Company's senior electric delivery operations manager will use their respective best efforts to resolve such dispute. If those individuals are unable to resolve the dispute within a reasonable time period, the Parties agree to submit the dispute to alternative dispute resolution in the form of non-binding mediation for resolution prior to seeking to enforce this Agreement before a court or the DPU. Notwithstanding the foregoing, the Town may institute a challenge to any pole fees at the DPU or in court without taking the steps set forth in the preceding two sentences and either Party may seek injunctive relief without resorting to alternative dispute resolution to prevent irreparable harm caused by a breach of this Agreement.

24. To the extent that there is a conflict between the provisions of the License Agreement and this Agreement, the latter shall govern.

25. The Parties acknowledge that recitals set forth above are an integral part of this Agreement and shall have the same contractual significance as any other language.

26. Notwithstanding the operation of law or any other document, the terms and conditions of this Purchase and Sale Agreement shall survive the termination of the Bill of Sale.

IN WITNESS WHEREOF, NSTAR Electric Company and the Town of Eastham have caused this Purchase and Sale Agreement to be duly executed as of the 1st day of December 2013.

NSTAR ELECTRIC COMPANY

By: _____

Joseph R. Nolan, Jr.
Senior Vice President

Date: _____

TOWN OF CHILMARK

By: _____

By: (print): _____

Title: _____

Date: _____

LIST OF EXHIBITS

Exhibit A: Description of the Facilities

Exhibit B: License Agreement

EXHIBIT A
DESCRIPTION OF THE FACILITIES

NOTE: Within 90 days of the signing of this Purchase and Sale Agreement, the Parties shall to the extent they deem necessary or desirable, exercise good faith efforts to revise the attached Exhibit A inventory.

EXHIBIT B
LICENSE AGREEMENT