

**THE NARRAGANSETT ELECTRIC COMPANY
D/B/A NATIONAL GRID
E-183 115 kV TRANSMISSION LINE
UNDERGROUND RELOCATION PROJECT**

AGREEMENT

This Agreement (“Agreement”) is entered into by and among The Narragansett Electric Company d/b/a National Grid (“National Grid”), the cities of Providence and East Providence (the “Cities”), and Attorney General Peter F. Kilmartin (the “Attorney General”) (National Grid, the Cities and the Attorney General are collectively referred to as the “Parties”) in connection with that certain proceeding before the Rhode Island Energy Facility Siting Board (“EFSB” or “Board”) known as Docket No. SB-2003-01, under the following circumstances:

- i. In 2003, National Grid submitted an application for a license to construct and/or alter a major energy facility within the State of Rhode Island, the E-183 115 kV Transmission Line, pursuant to the applicable provisions of R.I. Gen. Laws §§42-98-1 *et seq.* and the Board’s Rules of Practice and Procedure, as amended (the “Board Rules”).
- ii. Following hearings before the Board, the Parties entered into a Settlement Agreement dated May 25, 2004 (the “Settlement Agreement”).
- iii. Under the Settlement Agreement, National Grid is obligated, *inter alia*, to prepare a project cost estimate and has undertaken this task.
- iv. As part of this effort, the Parties have agreed, in this proceeding, that a peer review of National Grid’s estimate shall be a component of the cost estimating process and the Parties wish to document this understanding.
- v. The cost of the peer review, which is not to exceed Twenty-Five Thousand Dollars (\$25,000), shall be considered a component of the cost estimate and of the Project cost.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

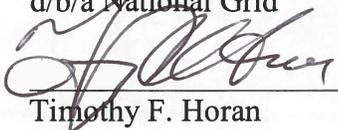
1. The peer review shall be undertaken by an engineer who is experienced in the design and construction of high voltage underground transmission lines, selected by the Cities and the Attorney General, and approved by National Grid.
2. The Attorney General and the Cities shall, within ten (10) days of the signature of this Agreement, provide to National Grid the name of, a statement of qualifications for, and a cost estimate from the engineering consultant who they propose to use for the peer review.
3. Within ten (10) days of its receipt of all of the information set forth in Paragraph 2 above, National Grid shall advise the Cities and the Attorney General whether the consultant proposed by the Parties is acceptable to it.
4. In the event that National Grid determines that the consultant proposed by the other Parties is acceptable to National Grid, the other Parties shall direct the consultant to commence work and complete its peer review on or before January 31, 2015.
5. Notwithstanding anything to the contrary in this Agreement, the Cities and the Attorney General shall communicate with, provide direction to, and receive reports regarding the peer review from the Consultant. The final results of that peer review shall be provided to National Grid and the EFSB by the Cities and the Attorney General.
6. In the event that National Grid determines that the consultant proposed by the other Parties is not acceptable to National Grid, National Grid shall file a

statement of its objections with the EFSB and the matter shall be referred to the Board for further consideration.

7. After completion of the peer review by a consultant acceptable to National Grid and submission of the results of the peer review to the EFSB, the Attorney General and the Cities shall present the consultant's invoice for performing the peer review, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000), to National Grid for payment, which invoice National Grid will process for payment.
8. Such expenses shall be considered a component of the Project cost estimate and of the Project cost.
9. This Agreement is the product of settlement negotiations. The substance of those negotiations is privileged and all offers of settlement shall be without prejudice to the position of any party.

IN WITNESS WHEREOF, the Parties, by their duly authorized agents, have executed this Agreement this 17th day of December, 2014.

The Narragansett Electric Company
d/b/a National Grid



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7. After completion of the peer review by a consultant acceptable to National Grid and submission of the results of the peer review to the EFSB, the Attorney General and the Cities shall present the consultant's invoice for performing the peer review, in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000), to National Grid for payment, which invoice National Grid will process for payment.
8. Such expenses shall be considered a component of the Project cost estimate and of the Project cost.
9. This Agreement is the product of settlement negotiations. The substance of those negotiations is privileged and all offers of settlement shall be without prejudice to the position of any party.

IN WITNESS WHEREOF, the Parties, by their duly authorized agents, have executed this Agreement this 16 day of December, 2014.

The Narragansett Electric Company
d/b/a National Grid

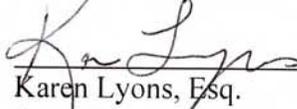
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