

## **SETTLEMENT AGREEMENT**

### **THE NARRAGANSETT ELECTRIC COMPANY** **E-183 TRANSMISSION LINE PROJECT**

This Settlement Agreement is entered into on the 25<sup>th</sup> day of May, 2004, by and among The Narragansett Electric Company (“Narragansett”), the City of East Providence (“East Providence”) and the City of Providence (“Providence”) (East Providence and Providence collectively referred to as “the Cities”), and the Rhode Island Attorney General, Patrick C. Lynch (“Attorney General”), collectively referred to as the “Parties,” under the following circumstances:

- i. In April, 2003, Narragansett filed an application with the Energy Facility Siting Board (“EFSB”) seeking approval under EFSB Rule 1.6(f) for the relocation of approximately 6,200 feet of Narragansett’s existing E-183 115 kV transmission line (the “E-183 Line”) from the Franklin Square Substation in Providence, across the Providence River, Fox Point, India Point and the Seekonk River to the Bold Point area of East Providence;
- ii. The E-183 Line connects the Franklin Square Substation with the Brayton Point Power Station in Somerset, Massachusetts, a distance of 16.2 miles; only the westernmost 6,200 feet is being relocated;
- iii. The relocation of 3,200 feet of the E-183 Line is necessary so that the Rhode Island Department of Transportation (“RIDOT”) can complete its I-195 Relocation Project;
- iv. Narragansett proposed an overhead relocation alignment which included the reconstruction of the crossings of the Providence and Seekonk Rivers (the “Original Alignment”) in its application to the EFSB. The Original Alignment is shown on the plan of alternatives that is attached hereto (“Alternatives Plan”);
- v. The Cities and the Attorney General objected to the Original Alignment, on the grounds, among others, (1) that the Original Alignment would prevent the future development of certain parcels of waterfront property in East Providence, (2) that it would interfere with the use of India Point Park in Providence and (3) that the lowering of the height of the crossing of the Seekonk River would interfere with navigation on the River;
- vi. The Parties have developed several alternatives to the Original Alignment as described below;
- vii. Narragansett is willing to construct the Underground Alignment if the Attorney General and the other Parties are able to provide funding of the full incremental cost of this alternative and secure a route that is acceptable to the Parties;
- viii. If the Underground Alignment is determined not to be feasible, the Bridge Alignment North is preferred by all Parties and has been determined by Narragansett to be feasible from an engineering and technical perspective;

ix. The Rhode Island Economic Development Corporation (“EDC”) and RIDOT support this Settlement Agreement as evidenced by the letters from EDC and RIDOT which are attached hereto; and

x. Subject to the terms and conditions set forth below, Narragansett is willing to relocate the E-183 Line using one of the alternative alignments.

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

## I. DEFINITIONS

As used in this Settlement Agreement, the following terms shall have the meanings indicated.

1. “Phillipsdale Tap Point” is the existing Structure No. 203 at the junction of the E-183 Line and the Phillipsdale Tap line, adjacent to Veterans Memorial Parkway in East Providence and shown on the Alternatives Plan.

2. “New Phillipsdale Tap Point” is the point at which an alignment for Phase II (defined below) other than the Original Alignment, intersects the Phillipsdale Tap line.

3. “Phase I” shall mean the overhead relocation of that portion of the E-183 Line between the east bank of the Providence River and the vicinity of proposed Pole No. 7, located southeast of the Radisson Hotel and shown on the Alternatives Plan.

4. “Phase II” shall mean (i) the reconstruction of the E-183 Line from Franklin Square to the east bank of the Providence River and (ii) the relocation of the portion of the E-183 Line between the vicinity of Proposed Structure No. 7 and the Phillipsdale Tap Point. In all alternatives other than the Original Alignment, Phase II shall include the establishment of the New Phillipsdale Tap Point and reconstruction of the Phillipsdale Tap line from such New Phillipsdale Tap Point south to the existing Phillipsdale Tap Point.

5. “Underground Alignment” shall mean the underground relocation of the portion of the E-183 Line between Franklin Square Substation and a new transition station in East Providence, an overhead connection from the new transition station to the Phillipsdale Tap Point or a New Phillipsdale Tap Point, and the rebuilding and reconductoring of the Phillipsdale Tap Line from the New Phillipsdale Tap Point, if any, south to the Phillipsdale Tap Point. The actual route of the Underground Alignment shall be determined as specified in Paragraph II-D.

6. “Bridge Alignment North” means a route from Structure 7 traversing north between Gano Street and the Brown Boathouse on the Providence side of the Seekonk River to a structure north of I-195, and then spanning across I-195 near the west end of the Washington Bridge. The line would then span across the Seekonk River, adjacent to and on the north side of the Washington Bridge, making landfall in East Providence at a structure which would be located in the southwest corner of the parcel presently occupied by Guild Drilling. The line would then proceed in an easterly direction across the railroad, intersecting with the existing Phillipsdale Tap Line at a New Phillipsdale Tap Point. The Phillipsdale Tap Line would then be

reconducted and rebuilt back to the existing junction structure located atop the hill adjacent to Veterans Memorial Parkway.

7. “Bridge Alignment South” means a route from Structure 7 traversing north between Gano Street and the Brown Boathouse on the Providence side of the Seekonk River to a structure south of I-195. The line would then span across the Seekonk River, adjacent to and south of the Washington Bridge, making landfall in East Providence at a structure which would be located in the southwest corner of the parcel presently occupied by MTTI. The line would then proceed in an east-southeast direction across the railroad to a New Phillipsdale Tap Point to be located in the Phillipsdale Tap Line, east of the railroad and south of the Warren Avenue extension. The Phillipsdale Tap Line would then be reconducted and rebuilt back to the existing Phillipsdale Tap Point. This alternative alignment is identified as the “Northern Alignment” on Attachment DJB-5 to Mr. Beron’s March 31, 2004 Prefiled Testimony to the Energy Facility Siting Board.

8. “Tockwotten Alignment” means a route from Structure 7 to a new structure to be located adjacent to existing Tower #205 on the west bank of the Seekonk River. From this point, the line would proceed in a south-easterly direction across the Seekonk River, making landfall in East Providence at a New Phillipsdale Tap Point to be located in the Phillipsdale Tap Line. The Phillipsdale Tap Line would then be reconducted and rebuilt back to the existing Phillipsdale Tap Point.

9. The Bridge Alignment North, Bridge Alignment South and Tockwotten Alignment are all shown on the Alternatives Plan.

## II. PHASING AND ALIGNMENTS

A. In order to accommodate the RIDOT I-195 Relocation Project, Narragansett shall complete the relocation of the E-183 Line in two phases.

B. During 2005, Narragansett shall construct Phase I of the E-183 Line relocation, and shall connect Phase I with the existing E-183 Line (i) at the Providence River crossing and (ii) in the vicinity of Pole Nos. 206 and 205, with such modifications to such structure(s) as it deems necessary.

C. East Providence and Narragansett shall consult as to any relocations which East Providence desires in the existing Phillipsdale Tap line. East Providence shall advise Narragansett on or before June 30, 2004 as to the portions it wishes Narragansett to relocate. Narragansett shall relocate such portions of the Phillipsdale Tap Line from the New Phillipsdale Tap Point to the Phillipsdale Tap Point as (i) are feasible, (ii) for which East Providence has provided exclusive perpetual easements for the new locations in form and substance satisfactory to Narragansett (including, but not limited to, satisfactory title and environmental review), as well as all required municipal permits and approvals in form and content satisfactory to Narragansett and (iii) for which funding arrangements have been made, as provided in this Agreement.

D. Underground Alignment.

1. Narragansett shall consult with the Parties prior to determining a route for the Underground Alignment. In making such determination, Narragansett shall consider the following factors: (i) the ability and willingness of Providence, East Providence and RIDOT to provide all rights necessary for Narragansett to construct and operate the Underground Alignment from Franklin Square to the Phillipsdale Tap Point including fee ownership of an acceptable site satisfactory to Narragansett (including, but not limited to, satisfactory title, environmental and engineering review) for the East Providence transition station and directional drilling sites and exclusive perpetual easements for the underground cable route and the route of the overhead connection from the East Providence transition station to the New Phillipsdale Tap Point, (ii) the length and constructability of the potential routes, (iii) environmental, title, licensing, permitting and operational issues related to the proposed route and transition station site, and (iv) such other factors as Narragansett deems appropriate. Narragansett shall finalize a route for the Underground Alignment on or before September 15, 2004. The parties shall consent to the final route for the Underground Alignment.

2. On or before November 15, 2004, Narragansett shall provide to the Parties a design, construction grade estimate of the direct and indirect costs and expenses for construction of the Underground Alignment (which shall include the cost of constructing and removal of Phase I) and required easement widths for the Underground Alignment, including proposed structure locations for the reconstruction and/or relocation of the Phillipsdale Tap line from the New Phillipsdale Tap Point to the Phillipsdale Tap Point.

3. On or before November 30, 2004, Narragansett shall consult with East Providence, Providence and RIDOT and determine what property, easements and other property rights located in the jurisdiction of each of the Cities, whether owned by any public entity or private party, Narragansett will require for the construction, operation and maintenance of the E-183 Line using the Underground Alignment (which shall include, without limitation, additional easement width on the Phillipsdale Tap Line, if required, and easements for the river crossings.)

4. On or before January 15, 2005, the Attorney General shall provide evidence of commitments for sources of funding for the estimated cost of the Underground Alignment, including the use of RIDOT funds, and funding from the Rhode Island Economic Development Corporation, East Providence, Providence and other sources. Such funding shall either be disbursed to Narragansett or otherwise committed and guaranteed, in a manner satisfactory to Narragansett, for the construction of the Underground Alignment.

5. On or before March 1, 2005, the Parties and RIDOT shall provide to Narragansett binding commitments, in form and content satisfactory to Narragansett, for the acquisition (if necessary) and conveyance to Narragansett of all such easements, fee title and other property rights as have been determined by Narragansett to be necessary.

6. On or before June 1, 2005, the Parties and RIDOT shall obtain and convey to Narragansett, at no cost to Narragansett, good, clear record and marketable title to the transition station site and to such easements, and other property rights as have been determined by Narragansett to be necessary. All easements shall be exclusive, perpetual easements for the full width specified by Narragansett, shall contain Narragansett's standard terms and conditions

for transmission line easements including, but not limited to, the right of Narragansett to prohibit construction or maintenance of any building or other structure or vegetation on, or any change in grade of, the easement area. The deed for the transition station, the grants of easement and the property interests transferred thereby shall in all respects be in form and substance satisfactory to Narragansett (including but not limited to satisfactory title and environmental review.) The easements within the East Providence Waterfront Development District shall allow, subject to Narragansett's consent not to be unreasonably withheld and subject to such reasonable conditions as it may require, the easement area to be paved or surfaced for parking and circulation, or to be landscaped as appropriate buffer or transition space.

7. Narragansett shall seek any necessary permits and regulatory approvals, including those to be issued by the Army Corps of Engineers and the Rhode Island Coastal Resources Management Council, for the construction of the Underground Alignment.

8. Upon the issuance of all necessary permits and regulatory approvals, upon the performance by the Parties of the conditions set forth in paragraphs 3-6 above with respect to easements and other property rights and funding, and upon proof that the requisite actions of the Cities have been to the extent necessary approved or ratified by the appropriate City Council or other lawful authority, Narragansett shall complete its final design for, and then shall construct, the Underground Alignment.

E. Phase II -- Bridge Alignment North.

1. In the event that (i) any of the conditions set forth in paragraphs D(3) – D(8), supra, is not satisfied, or (ii) any necessary permit or regulatory approval cannot be obtained, or (iii) the Parties mutually agree for any other reason that the construction of the Underground Alignment is too costly or is not feasible (in light of such factors as engineering considerations, property rights or licensing issues), Narragansett shall file a stipulation or Report with the EFSB pursuant to paragraph II-J hereof. Thereafter, Narragansett and the other Parties shall perform the following actions and conditions, subject to the schedule provided in the stipulation or approved by the EFSB pursuant to paragraph II-J.

2. Narragansett shall provide to the Parties a design, construction grade estimate of the direct and indirect costs and expenses for construction of the Underground Alignment, proposed structure locations and required easement widths for the Bridge Alignment North, including the reconstruction and/or relocation of the Phillipsdale Tap line from the New Phillipsdale Tap Point to the Phillipsdale Tap Point.

3. Narragansett shall consult with East Providence and Providence and determine what easements and other property rights located in the jurisdiction of each of the Cities, whether owned by any public entity or private party, Narragansett will require for the construction, operation and maintenance of the E-183 Line using the Bridge Alignment North (which shall include, without limitation, the following: additional easement width on the Phillipsdale Tap Line, if required, and an easement for the Seekonk River crossing.)

4. The Parties shall consult and agree on the sources of funding for the estimated incremental cost of Bridge Alignment North in excess of the estimated cost of Phase II of the Original Alignment, including the use of RIDOT enhancement funds, and funding from

the Rhode Island Economic Development Corporation, East Providence, Providence and other sources. Such incremental funding shall either be disbursed to Narragansett or otherwise committed and guaranteed, in a manner satisfactory to Narragansett, for the construction of the Bridge Alignment North.

5. Providence and East Providence shall provide to Narragansett binding commitments, in form and content satisfactory to Narragansett, for the acquisition (if necessary) and conveyance to Narragansett of all such easements and other property rights as have been determined by Narragansett to be needed.

6. Providence and East Providence shall obtain and convey to Narragansett, at no cost to Narragansett, good, clear record and marketable title to such easements and other property rights as have been found necessary. All easements shall be exclusive, perpetual easements for the full width specified by Narragansett, shall contain Narragansett's standard terms and conditions for transmission line easements including, but not limited to the right of Narragansett to prohibit construction or maintenance of any building or other structure or vegetation on, or any change in grade of, the easement area. The grants of easement and the property interests transferred thereby and shall in all respects be in form and substance satisfactory to Narragansett (including but not limited to satisfactory title and environmental review.) The easements within the East Providence Waterfront Development District shall allow, subject to Narragansett's consent not to be unreasonably withheld and subject to such reasonable conditions as it may require, the easement area to be paved or surfaced for parking and circulation, or to be landscaped as appropriate buffer or transition space.

7. Narragansett shall seek any necessary permits and regulatory approvals, including those to be issued by the Army Corps of Engineers and the Rhode Island Coastal Resources Management Council, for the construction of the Bridge Alignment North.

8. Upon the issuance of all necessary permits and regulatory approvals, upon the performance by the Parties of the conditions set forth in paragraphs 3-6 above with respect to easements and other property rights and funding, and upon proof that the requisite actions of the Cities have been to the extent necessary approved or ratified by the appropriate City Council or other lawful authority, Narragansett shall complete its final design for, and then shall construct, the Bridge Alignment North.

F. Phase II-- Bridge Alignment South. In the event that (i) any of the conditions set forth in paragraphs E(3) – E(8), supra, is not satisfied, or (ii) any necessary permit or regulatory approval cannot be obtained, or (iii) the Parties mutually agree for any other reason that the construction of the Bridge Alignment North is too costly or is not feasible (in light of such factors as engineering considerations, property rights or licensing issues), Narragansett shall file a stipulation or Report with the EFSB pursuant to paragraph II-J hereof. Thereafter, Narragansett and the other Parties shall perform, with respect to the Bridge Alignment South, the actions and conditions set forth in paragraphs E(1) through E(8) supra, subject to the schedule provided in the stipulation or approved by the EFSB pursuant to paragraph II-J.

G. Phase II -- Tockwotten Alignment. In the event that with respect to the Bridge Alignment North and the Bridge Alignment South, (i) any of the conditions set forth in paragraphs E(3) – E(8), supra, is not satisfied, or (ii) any necessary permit cannot be obtained, or

(iii) the Parties mutually agree for any other reason that the construction of such alignments are too costly or are not feasible (in light of such factors as engineering considerations, property rights or licensing issues), Narragansett shall file a stipulation or Report with the EFSB pursuant to paragraph II-J hereof. Thereafter, Narragansett and the other Parties shall perform, with respect to the Tockwotten Alignment, the actions and conditions set forth in paragraphs E(1) through E(8) supra, subject to the schedule provided in the stipulation or approved by the EFSB pursuant to paragraph II-J.

H. Accounting.

1. Phase I. Narragansett shall maintain and make available for review by the Parties project-specific cost records for Phase I.

2. Underground Alignment

(a) Following the completion of the E-183 Line relocation using the Underground Alignment, Narragansett shall provide to those Parties that provided or committed to provide funding for the Underground Alignment, an accounting of the moneys actually expended in design and construction of the Underground Alignment, including the cost of constructing and removal of Phase I.

(b) In the event that the funding provided should exceed the cost of the Underground Alignment, Narragansett shall, within forty-five (45) days of such accounting, remit a refund, calculated on a *pro rata* basis or such other basis as the Parties may agree to, to those Parties that provided such funding. In case the funding provided is less than such cost, Narragansett shall, within forty-five (45) days of such accounting, submit to each of the Parties that undertook to pay the cost a bill for its *pro rata* share of the cost in excess of the funds provided, such bill(s) due and payable to Narragansett within 30 days of its issuance.

3. Other Alignments

(a) Following the completion of Phase II of the E-183 Line relocation using the Bridge Alignment North, Bridge Alignment South, or the Tockwotten Alignment, Narragansett shall provide to those Parties that provided or committed to provide incremental funding for the adopted alignment, an accounting of the moneys actually expended in Phase II design and construction, including a calculation of the actual incremental cost of such construction in excess of the estimated cost of the Original Alignment.

(b) In the event that the funding provided should exceed the incremental cost of the chosen alignment in comparison to the Original Alignment, Narragansett shall, within forty-five (45) days of such accounting, remit a refund, calculated on a *pro rata* basis, to those Parties that provided such incremental funding. In case the funding provided is less than such incremental cost, Narragansett shall, within forty-five (45) days of such accounting, submit to each of the Parties that undertook to pay the incremental cost a bill for its *pro rata* share of the cost in excess of the funds provided, such bill(s) due and payable to Narragansett within 30 days of its issuance.

4. In the event of any dispute among the Parties as to the cost of the Underground Alignment or the incremental cost of Phase II, the matter shall be resolved using the dispute resolution procedures attached hereto.

I. Phase II -- Original Alignment.

In the event that with respect to the Bridge Alignment North, the Bridge Alignment South and the Tockwotten Alignment, (i) any of the conditions set forth in paragraphs E(3) – E(8), supra, is not satisfied, or (ii) any necessary permit or regulatory approval cannot be obtained, (iii) all such permits and approvals for one of such alignments or the Underground Alignment have not been received by January 1, 2007, or (iv) the Parties mutually agree for any other reason that the construction of such alignments are too costly or are not feasible (in light of such factors as engineering considerations, property rights or licensing issues), Narragansett shall file a stipulation or Report with the EFSB pursuant to paragraph II-J hereof. Thereafter, Narragansett shall construct Phase II of the E-183 relocation using the Original Alignment, subject to approval of the EFSB pursuant to paragraph II-J.

J. Report to EFSB. In the event that Narragansett determines that construction of any of the Underground Alignment, Bridge Alignment North, Bridge Alignment South or Tockwotten Alignment is not feasible, before proceeding to any alternative alignment (e.g., from Underground Alignment to Bridge Alignment North or Bridge Alignment North to Bridge Alignment South), Narragansett shall file with the EFSB (i) a stipulation signed by all parties hereto consenting to the alternate alignment and providing a new schedule for the actions in paragraphs E(1) – E(8) with respect to such alignment, or (ii) a report (the “Report”) presenting in detail the justifications for pursuing the alternative alignment and proposing a new schedule. Within twenty (20) days of filing of the Report, any Party may file an objection and within ten (10) days thereafter, Narragansett may respond to the objection(s). Thereafter, the EFSB shall conduct a hearing to resolve such issues and/or disputes and approve, modify or reject the Report.

III. OTHER MATTERS.

A. The Cities and the Attorney General shall not contest, before the EFSB (other than proceedings pursuant to II-J above) or any other agency or government authority whose approval of the E-183 relocation may be required, Narragansett’s relocation of the E-183 Line pursuant to the terms of this Settlement Agreement, including without limitation the several alternative alignments, subject to the priority among them and the conditions for the adoption of each.

B. Narragansett and the other Parties shall cooperate and will use their best efforts and exercise good faith in securing the rights for and constructing Phases I and II of the Project as provided herein. Without limiting the generality of the foregoing, the Cities and the Attorney General agree not to appeal or otherwise contest a decision of the EFSB (other than a decision rendered in proceedings pursuant to II-J, above) or any other agency or governmental authority which approves the project contemplated by this agreement.

C. Upon approval of this Agreement by the EFSB, Narragansett shall withdraw its appeal of the December, 2003, amendment of the East Providence Comprehensive Plan (PUC Docket No. 3574.)

D. The EFSB shall retain jurisdiction over this proceeding to address any future issues related to the project, including without limiting the generality of the foregoing, the exercise of its authority under § 42-98-7 and the interpretation and application of this Settlement Agreement.

E. Upon completion of the construction of Phase II or the Underground Alignment, Narragansett shall cooperate with East Providence to make portions of easements which are no longer necessary for current or future use by Narragansett, available for redevelopment by the owner of the fee consistent with the East Providence Waterfront Development Plan, upon such terms and conditions as Narragansett may determine.

F. Narragansett shall use reasonable efforts (i) to limit the width of new overhead easements in East Providence to seventy (70) feet, if consistent with good engineering practices, and (ii) to accommodate the use of property underlying the easement for non-structural uses which are consistent with the terms and conditions of the easements and Narragansett's use of such easements.

#### IV. Effect and Modification of Settlement Agreement.

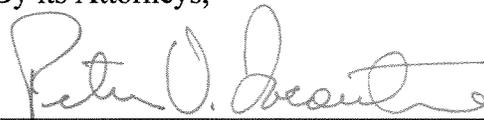
A. This Settlement Agreement is the product of settlement negotiations. The content of those negotiations is privileged and all offers of settlement shall be without prejudice to the position of any party.

B. This Settlement Agreement shall be subject to approval by the EFSB. If the EFSB shall approve this Settlement Agreement in its entirety or shall approve it on any condition or subject to any modification that is acceptable to all of the Parties, the Parties shall implement this Settlement Agreement in accordance with its terms. If the EFSB should withhold approval of this Settlement Agreement, or should condition its approval upon any condition or modification that is unacceptable to any of the Parties, the Settlement Agreement shall be null and void and of no effect, and no Party shall cite it or use it for any purpose whatever.

C. Each counsel signing this Settlement Agreement represents to the other parties hereto that such counsel is duly authorized to sign this Settlement Agreement on behalf of his or her client.

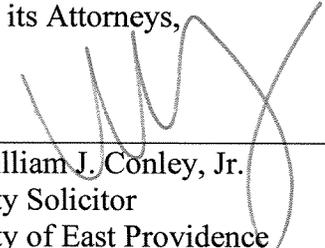
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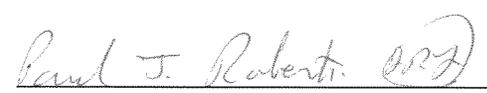
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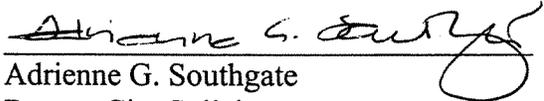
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By its Attorneys,

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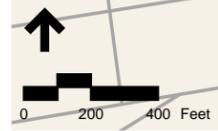
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# Alternative Alignments

## The Narragansett Electric Co. E-183 115kV Transmission Line Providence to East Providence, RI

**Legend**

- Phase 1
- Phase 2
- - - - #210 Existing Transmission Line Alignment
- — — — Realigned Roadways
- Limits of India Point Park
- Proposed Land to be Converted to Park Area from Roadways
- Proposed Land to be Converted to Roadways from Park Area



Date: 12-4-03; Revised: 3-25-04; Revised: 4-19-04; Revised: 5-25-04  
 Source: RIGIS; National Grid USA, Inc.; Maguire Group, Inc.  
 Reference Figure "Constraining Elements, Hurricane Barrier Alignment" of the FEIS (August, 1996).

## DISPUTE RESOLUTION PROCEDURES

### 1. Informal resolution

All disputes between Narragansett and any other party under paragraph II-H of the Settlement Agreement (the “Agreement”)<sup>1</sup> shall be referred, upon notice by one party to the other party, to a senior manager of each party designated by such party for resolution on an informal basis between the senior managers as promptly as practicable.

### 2. Arbitration

In the event the designated senior managers are unable to resolve the dispute within twenty (20) days of receipt of the Notice, or such other period to which the Parties may jointly agree, such dispute shall be submitted to arbitration and resolved in accordance with the arbitration procedure set forth herein.

a. Location – arbitrators. The arbitration shall be conducted in Providence, Rhode Island before a single neutral arbitrator mutually agreed to and 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, each party shall choose one arbitrator, who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within ten (10) days select a third arbitrator to act as chairman of the arbitration panel. In either case, the arbitrator(s) shall be knowledgeable in electric utility matters, including transmission line engineering and construction issues, and shall not have any current or past substantial business or financial relationships with either Party or with a witness for either Party and shall not have a direct or indirect interest in any Party or the subject matter of the arbitration.

b. Procedures. 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 then-current arbitration rules of the CPR Institute for Dispute Resolution (formerly known as the Center for Public Resources), unless otherwise mutually agreed by the Parties. There shall be no formal discovery conducted in connection with the arbitration unless otherwise mutually agreed by the Parties; provided, however, that 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. Any offer made and the details of any negotiations to resolve the dispute shall not be admissible in the arbitration or otherwise.

c. Decision. 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 unless the arbitrator(s), based upon a determination of good cause, awards attorneys fees and

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<sup>1</sup> Settlement Agreement among The Narragansett Electric Company, City of East Providence, City of Providence and Rhode Island Attorney General dated May 25, 2004.

legal and other costs to the Prevailing Party. The arbitrator(s) shall be authorized only to interpret and apply the provisions of the Agreement and shall have no power to modify or change the Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act, the Administrative Dispute Resolution Act and/or the Rhode Island Arbitration Act.

May, 2004

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Attach to Sent 1

May 27, 2004

Mr. Elia Germani, Chairman  
Rhode Island Energy Facility Siting Board  
89 Jefferson Boulevard  
Warwick, RI 02888

**RE: E-183 kv Transmission  
Docket SB SB-2003-01**

Dear Chairman:

The Rhode Island Economic Development Corporation has worked closely with the parties and enthusiastically supports the Settlement Agreement which provides the vehicle to advance a significant economic development project in the City of East Providence.

The Corporation has voiced its willingness to explore assisting the City of East Providence in financing the efforts necessary to secure the selected, alternate route, including the provision of some form of bridge financing pending the operation of the East Providence Special Waterfront District Commission.

Sincerely,

Michael McMahon  
Executive Director

/was

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS



**James R. Capaldi, P.E.**  
Director

Department of Transportation  
OFFICE OF THE DIRECTOR  
Two Capitol Hill  
Providence, R.I. 02903-1124

May 26, 2004

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Elia Germani, Chairperson  
Rhode Island Energy Facilities Siting Board  
89 Jefferson Blvd.  
Warwick, RI 02888

Re: **The Narragansett Electric Company**  
**Docket No. SB-2003-1**

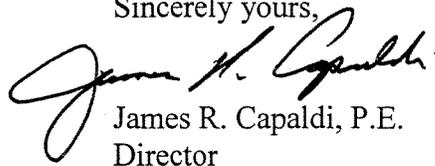
Dear Mr. Germani:

I am writing to express the Department of Transportation's support for the "Settlement Agreement" dated May 25, 2004, as proposed by the parties to the above referenced proceedings. The Department supports the Settlement Agreement because the "two-phase approach" referenced therein allows the I-195 Relocation Project to proceed on schedule. The Settlement Agreement also encourages the parties to more fully evaluate the several alternatives for relocating the Narragansett Electric Transmission lines.

Be assured that the Department will continue to work with the parties on the relocation of the transmission lines. However, the Department's ability to assist the parties by providing easements over State property is subject to review and approval by the Federal Highway Administration and the State Properties Committee.

The Department urges the Siting Board to approve the Settlement Agreement without delay. Thank you for your consideration in this matter.

Sincerely yours,

  
James R. Capaldi, P.E.  
Director

/ceb