

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ENERGY FACILITY SITING BOARD

IN RE: The Narragansett Electric Company Notice of
Intent to Relocate Transmission Lines in Providence
and East Providence (E-183 115kV Transmission Line
Relocation Project – A/C I-195 Relocation)

Docket No. SB-2003-01

**STATUS REPORT OF THE CITY OF EAST PROVIDENCE AND THE
CITY OF PROVIDENCE**

The City of East Providence (“East Providence”) and the City of Providence (“Providence”) jointly submit this Status Report with the Rhode Island Energy Facility Siting Board (the “Board”) in response to the Board’s request that the parties resume filing quarterly reports on the status of the E-183 Underground Relocation Project (the “Project”) commencing on January 15, 2015.

In accordance therewith, East Providence and Providence state that the following events have taken place since January 15, 2015:

1. On January 19, 2015, East Providence, Providence, and the Attorney General participated in an initial telephone conference with Rachel Mosier and Jay Williams of PDC, Inc., as consultants to be hired pursuant to the Peer Review Agreement entered into by the parties to this matter on December 10, 2014. Pursuant to this conference, East Providence contacted National Grid in regard to the following items:

- a. Providing direct contact between Rachel Mosier (the “Consultant”) and Dave Campilii, on behalf of National Grid;
- b. Scheduling a site visit for the Consultant of the proposed route for the relocated underground transmission line; and

c. Determining whether a confidentiality agreement was necessary.

2. On January 22, 2015, East Providence conducted a telephone conference with Kevin McKay from Tockwotton and his attorney Jim McGuirk, in regard to obtaining land rights for a transition station site. Since that time, there have been additional conferences with Tockwotton and National Grid.

3. The parties negotiated an agreement for the engagement of the Consultant (the "Consultant Agreement"), which was executed by East Providence, Providence, the Attorney General, and the Consultant on February 6, 2015. *A copy of the Consultant Agreement is attached hereto as Exhibit A.*

4. At the request of the Consultant, the parties agreed to allow the Consultant to confer with an independent horizontal directional drilling consultant (the "HDD Consultant"), subject to a confidentiality agreement. Compensation of the HDD Consultant, Dennis Doherty of Haley & Aldrich, was to be inclusive of the budget previously agreed upon by the parties.

5. On February 12, 2015, a site visit was conducted for the Consultant by Dave Campilii, on behalf of National Grid, with the HDD Consultant and counsel for National Grid and East Providence also in attendance.

6. Thereafter, on February 16, 2015, East Providence submitted several data requests on behalf of the Consultant to National Grid, as follows:

- a. A copy of the multi-sensor geophysical survey of the Providence and Seekonk Rivers and the geotechnical and geothermal soil borings analysis, referenced within a report of Power Engineers;
- b. Clarification as to which delivery method will be used on the project; and
- c. A breakdown of the costs previously submitted by Power Engineers.

- 7. The parties to the instant matter, as well as the Consultant, negotiated and executed a Non-Disclosure Agreement.
- 8. Thereafter, on March 12, 2015, Dave Campilii provided the Consultant with the geotechnical report, in response to one of the data requests submitted previously.
- 9. On March 24, 2015, National Grid provided the Consultant with a breakdown of costs included within the estimate previously submitted by Power Engineers.
- 10. Thereafter, Dave Campilii provided the Consultant with the delivery method and the geophysical survey previously requested. As of March 27, 2015, responses to all data requests submitted to National Grid by East Providence on behalf of the Consultant had been received.
- 11. As of April 10, 2015, the Consultant had completed the peer review and submitted a report on the review (the "Peer Review Report").
- 12. The City of East Providence is now scheduling a conference with the Department of the Attorney General and the City of Providence to review the Peer Review Report.

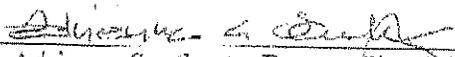
Jointly Submitted,

The City of East Providence
By its Attorney,



W. Mark Russo (#3937)
Ferrucci Russo, P.C.
55 Pine Street, 4th Floor
Providence, RI 02903
Tel.: (401) 455-1000
E-mail: mrusso@frlawri.com

The City of Providence
By its Attorney,



Adrienne Southgate, Deputy City Solicitor
City of Providence
Legal Department
444 Westminster Street, Suite 220
Providence, RI 02903
Tel.: (401) 680-5333
E-mail: asouthgate@providenccri.com

Dated: April __, 2015

CERTIFICATE OF SERVICE

I hereby certified that on this 15th day of April, 2015, I filed and serve this document through the e-mail to the following parties:

Name/Address	E-mail	Phone/FAX
Peter V. Lacouture, Esq. Robinson & Cole LLP One Financial Plaza Suite 1430 Providence, RI 02903-2485	placouture@rc.com	401-709-3314 401-709-3399
National Grid	jennifer.hutchinson@nationalgrid.com	
National Grid	celia.obrien@nationalgrid.com	
Department of Attorney General 150 South Main Street Providence, RI 02903	LWold@riag.ri.gov	401-222-2424 ext. 2218 401-222-3016
	klvons@riag.ri.gov	
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	Rayna.maguire@dem.ri.gov	
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Timothy J. Chapman, City Solicitor City of East Providence 145 Taunton Avenue East Providence, RI 02914-4505	tchapman@cityofeastprov.com	
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	wsmith@frlawri.com	
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Seth Handy, Esq. Handy Law, LLC 42 Weybosset Street Providence, RI 02903	seth@handylawllc.com	
File an original and 7 copies w/: Nicholas Ucci, Coordinator Energy Facility Siting Board 89 Jefferson Boulevard Warwick, RI 02888	nicholas.ucci@puc.ri.gov	401-780-2106
	Margaret.curran@puc.ri.gov	
	patricia.lucarelli@puc.ri.gov	
	Todd.bianco@puc.ri.gov	

/s/W. Mark Russo _____

EXHIBIT A



AGREEMENT

This Agreement, dated the ____ day of February, 2015, is by and between the City of East Providence, Rhode Island, the City of Providence, Rhode Island and the Department of the Attorney General (collectively the "CLIENT"), pursuant to an agreement reached in the matter of *In re: Relocation of Transmission Lines in Providence and East Providence (E-183 115kV Transmission Line Relocation Project – A/C I-195 Relocation, Docket No. SB-2003-01)* attached hereto as **Exhibit A**, and Power Delivery Consultants, Inc. with offices at 28 Lundy Lane, Suite 102, Ballston Lake, NY, 12019, incorporated under the laws of the State of New York, hereinafter called "CONSULTANT."

1. **PURPOSE:** CONSULTANT agrees to supply the CLIENT with the services described in Paragraph 2, and CLIENT agrees to pay CONSULTANT in accordance with the terms of this Agreement attached hereto as **Exhibit A**.
2. **SCOPE:** CONSULTANT, will undertake specific assignments identified in a letter dated January 27, 2015, attached hereto as **Exhibit B**.
3. **STAFF ASSIGNMENT:** CONSULTANT shall assign experienced personnel who shall have full technical and administrative responsibility for work done under this Agreement. CONSULTANT's principal investigator shall be Rachel Mosier.
4. **TERM:** The term of this agreement shall be from the execution date until March 30, 2015, unless extended in writing by the CLIENT and CONSULTANT, or unless canceled in accordance with Paragraph 12.
5. **PAYMENT:** The work will be done at hourly rates given in CONSULTANT Policy F-1, which is attached to and made part of this Agreement. Travel expenses shall be reimbursed at cost. CLIENT will remit payment for services and reimburse CONSULTANT for allowable expenses within thirty (30) days of CLIENT's receipt of CONSULTANT's invoice. Payment shall be made by and through the mechanism set forth in **Exhibit A**.
6. **AUTHORIZATION LIMITS:** The global authorization limit under this Agreement shall be \$25,000.00. CONSULTANT shall not exceed this limit without prior written approval from the CLIENT. Specific authorization limits shall be identified in each Task Order.
7. **WORK QUALITY:** CONSULTANT will assure that all work performed is accurate and of high professional quality.
8. **NON-ASSIGNABILITY:** CONSULTANT will not assign or subcontract any work under this Agreement without specific prior written approval from the CLIENT. Notwithstanding, the CLIENT understands that the CONSULTANT will subcontract with a horizontal directional drilling subconsultant.
9. **CONFIDENTIALITY:** CONSULTANT will receive all information supplied by the CLIENT or requested from NATIONAL GRID in accord with **Exhibit A**, in confidence and will not reveal said information to a third party without express written approval from the CLIENT and/or NATIONAL GRID.
10. **PATENTS AND TECHNICAL INFORMATION:** CONSULTANT agrees that any inventions, innovations, or patent rights which it makes, conceives, or develops during the performance of this Agreement shall be the exclusive property of the CLIENT. CONSULTANT agrees it will execute such assignments and other documents as may be necessary to vest title to such rights in the CLIENT or assign them to the CLIENT's clients upon direction from the CLIENT. the CLIENT shall pay all reasonable costs associated with CONSULTANT's efforts to vest such title to the CLIENT.

Any technical information developed under this Agreement shall be owned by the CLIENT. Such technical information includes computer programs, technical information contained in computer programs, calculations, course material, reports, correspondence, work product, or copyrightable material.

11. **INDEPENDENT CONTRACTOR STATUS:** The parties intend that an Independent Contractor - Client relationship will be created by this Agreement. Work conduct and control will lie solely with CONSULTANT. CONSULTANT is not to be considered as an agent or employee of the CLIENT, for any purpose.

12. **TERMINATION:** Either party may terminate this Agreement at any time, giving 30 days' written notice with a statement of the reason for termination. Upon receipt of termination notice from the CLIENT, CONSULTANT shall take appropriate steps to stop the work in an orderly manner and terminate outstanding obligations with least cost to the CLIENT. In event of termination, except for cause, the CLIENT will reimburse CONSULTANT for services rendered and expenditures incurred up to the effective date of termination, at the agreed-upon rates.

13. **IMPOSSIBILITY:** The parties agree that, except for payment of monies and maintenance of confidentiality, neither party shall be liable to the other for failure or delay in any performance under this Agreement when such failure or delay is caused by Governmental regulation (valid or not), fire, strike, employee illness, flood, accident, or any other cause beyond the delinquent party's reasonable control.

14. **LIMITATION OF LIABILITY:** Under no circumstances will CONSULTANT's liability for any causes exceed the value of CONSULTANT's billing on a Task Order.

15. **INSURANCE:** During the term of this Agreement, CONSULTANT agrees to maintain the following insurance in force:

- General Liability, General Aggregate limit \$2,000,000
- Automobile Liability Insurance with a limit of \$1,000,000
- Workers Compensation and Employers' Liability with a limit of \$1,000,000
- Umbrella policy with a limit of \$3,000,000
- Professional Liability limit \$2,000,000

16. **FORMAL NOTICE:** All formal notices under this Agreement shall be sent by registered mail to:

If to CLIENT
W. Mark Russo, Esq.
Ferrucci Russo P.C.
55 Pine Street, 4th Fl.
Providence, RI 02903

If to CONSULTANT:
Rachel I. Mosier, Vice President
Power Delivery Consultants, Inc.
162 Bushy Hill Road
Deep River, CT 06417

17. **APPLICABLE LAW:** Any dispute regarding this Agreement shall be determined in accordance with the law of the State of Rhode Island.

18. **ENTIRE AGREEMENT:** This Agreement represents the entire Agreement between the parties and supersedes all prior or contemporaneous written or oral understandings or agreements. This Agreement may not be added to, modified, or waived, in whole or in part, except by written agreement by both parties.

IN WITNESS HERETO, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the date first written above:

THE CLIENT
City of East Providence

By: _____

Title: _____

City of Providence

By: _____

Title: _____

Department of the Attorney General

By: _____

Title: _____

CONSULTANT
Power Delivery Consultants, Inc.

By: Rachel J. Martin

Title: Vice president, PDC

Exhibit A

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:

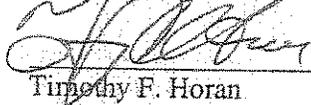
1. The peer review shall be undertaken by an engineer who is experienced in the design and construction of high voltage underground transmission lines, selected by the Cities and the Attorney General, and approved by National Grid.
2. The Attorney General and the Cities shall, within ten (10) days of 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



Timothy F. Horan
President
National Grid
280 Melrose Street
Providence, RI 02907
Tel.: (401) 784-7720
timothy.horan@nationalgrid.com

City of East Providence,

W. Mark Russo, Esq.
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wmrusso@frlawri.com

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 16 day of December, 2014.

The Narragansett Electric Company
d/b/a National Grid

Timothy F. Horan
President
National Grid
280 Melrose Street
Providence, RI 02907
Tel.: (401) 784-7720
timothy.horan@nationalgrid.com

City of East Providence,



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Attorney General Peter F. Kilmartin,



Karen Lyons, Esq.
Special Assistant Attorney General
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Tel: (401) 274-4400, ext 2403
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City of Providence,

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Attorney General Peter F. Kilmartin,

Karen Lyons, Esq.
Special Assistant Attorney General
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City of Providence,

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Exhibit B



January 27, 2015

Mr. W. Mark Russo, Esq.
Ferrucci Russo, PC
55 Pine Street
Providence, RI 02903

Re. Estimate Evaluation of E-183 115 kV Transmission Line Underground Relocation Project

Dear Mr. Russo:

Power Delivery Consultants, Inc. is pleased to provide Ferrucci Russo, PC with a proposal to review National Grid's estimate to relocate the #183 115-kV Transmission Line underground. We understand National Grid will provide the funding for this project.

We propose the following work scope for the evaluation:

- Review the estimate submitted by National Grid in October of 2014 to understand the installation it proposes;
- View the proposed route of the relocated underground line, including the river crossing;
- Determine the practicality of the estimate according to common industry practice;
- Evaluate whether the estimate submitted by National Grid is reasonable;
- Propose of any steps that can be taken to reduce the proposed estimated amount;
- Review the schedule submitted by National Grid to determine if any steps can be taken to compress the time allotted for completion of the project;
- Provide examples of previous projects that have successfully used an existing bridge structure attachment for transmission cables;
- Write a report summarizing the evaluation.

We anticipate the following time requirements and cost:

Executive Engineer	3 man-days	\$6,240
Principal Engineer	6 man-days	\$11,040
Principal Consultant	4 man-days	\$7,360
Travel (2 people)		\$205
TOTAL	13 man-days	\$24,845

We understand that a very strict budget of \$25,000 is available for our support. We will perform this work on a time and material basis, using PDC's established engineering rates identified in attached Policy F-1, with a not-to-exceed amount of \$25,000. We will complete the analysis and prepare the report within four weeks of authorization to proceed, with a goal to complete the work by February 20, 2015. This proposal is valid until March 30, 2015, and assumes that National Grid will provide a purchase order with acceptable terms and conditions. PDC's 2015 rate sheet is attached, giving our standard terms.

Rachel I. Mosier, Principal Engineer, will be in charge of this work. Ms. Mosier has 20 years' experience including transmission cable system design, both land and submarine.



Power Delivery Consultants, Inc.
162 Bushy Hill Road, Deep River, CT 06417

Jay A. Williams, Executive Engineer, will provide technical support as required. Mr. Williams has been providing technical and cost analyses of transmission cables for more than 45 years.

Pending confirmation that his firm would not be precluded from bidding on the actual relocation project, Dennis Doherty, Principal Consultant, with Haley & Aldrich. Mr. Doherty is recognized as an expert in trenchless technology with over 27 years of experience. Horizontal directional drilling is one of his specialities.

Please feel free to call me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads 'Rachel I. Mosier'.

Rachel I. Mosier, P.E.
Vice President, PDC