KEEGAN WERLIN LLP

ATTORNEYS AT LAW

99 HIGH STREET, Suite 2900

BOSTON, MASSACHUSETTS 02110

TELECOPIER:

(617) 951-1354

(617) 951-1400

June 6, 2025

Ellen Golde, Division Clerk
Rhode Island Division of Public Utilities and Carriers
89 Jefferson Boulevard
Warwick, RI 02888

Re: **The Narragansett Electric Company d/b/a Rhode Island Energy**
Petition for Approval of Amendment to Firm Natural Gas Transportation Service Agreement with Manchester Street, L.L.C.
Division Docket No. _____

Dear Ms. Golde:

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy (the "Company"), enclosed for filing is the Company's petition for approval of the amendment to the firm natural gas transportation service agreement with Manchester Street, L.L.C. (the "Customer"), pursuant to R.I. Gen. Laws § 39-2-5(2) and 815-RICR-00-00-1.13(A) (the "Petition").

As described in the Petition, the Company respectfully requests that the Division of Public Utilities and Carriers (the "Division") approve the amendment and extension to the original firm natural gas transportation service agreement between the Company and the Customer approved by the Division on June 12, 2015, in Docket No. D-15-04 ("Agreement"), and Amendment No. 1 to the Agreement dated June 15, 2015.

This filing also contains a Motion for Protective Treatment of Confidential Information in accordance with 815-RICR-00-00-1.3(D) of the Division's Rules of Practice and Procedure ("Rule 1.3(D)") and R.I. Gen. Laws § 38-2-2(4)(B). The Company seeks protection from public disclosure of confidential and privileged information contained in the Petition and its exhibits. In compliance with Rule 1.3(D), the Company has provided the Division with one complete, unredacted copy of the confidential information in a sealed envelope marked **"Contains Privileged and Confidential Materials – Do Not Release,"** and has included redacted copies of the materials for the public filing.

Please do not hesitate to contact me if you have any questions. Thank you for your attention to this matter.

Very truly yours,

Robert J. Humm

Enclosures

cc: Linda George, Division Administrator
Christy Hetherington, Esq.
John Harrington, Esq.
Margaret L. Hogan, Esq.
Kyle Lynch, Esq.
Gregory Schultz, Esq.
Mark Simpkins, Esq.
Leo Wold, Esq.
Jennifer Brooks Hutchinson, Esq., Rhode Island Energy
Celia O'Brien, Esq., Rhode Island Energy

STATE OF RHODE ISLAND
DIVISION OF PUBLIC UTILITIES AND CARRIERS

The Narragansett Electric Company d/b/a Rhode Island Energy's Petition for Approval of Amendment to Firm Natural Gas Transportation Service Agreement with Manchester Street, L.L.C.	)	Division Docket No. _____

MOTION OF THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND ENERGY FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION

The Narragansett Electric Company d/b/a Rhode Island Energy (the "Company") respectfully requests that the Rhode Island Division of Public Utilities and Carriers ("Division") provide confidential treatment and grant protection from public disclosure of certain confidential, sensitive, and proprietary information submitted in this proceeding in accordance with R.I. Gen. Laws § 38-2-2(4)(B) and 815-RICR-00-00-1.3(D)(3) of the Division's Rules of Practice and Procedure ("Rules"). The Company also respectfully requests that, pending entry of that finding, the Division preliminarily grant the Company's request for confidential treatment pursuant to815-RICR-00-00-1.3(D)(2).

I. BACKGROUND

On June 6, 2025, the Company filed with the Division a Petition for Approval of Amendment to Firm Natural Gas Transportation Service Agreement with Manchester Street, L.L.C. (the "Petition"). The Petition contains confidential and competitively sensitive pricing information that has been redacted from the public filing, and is accompanied by the following exhibits, all of which also contain confidential information: (1) Amendment No. 2 to the Firm Natural Gas Transportation Service Agreement ("Amendment No. 2") between the Company and

Manchester Street, L.L.C. (the "Customer") as Exhibit 1 Confidential; (2) the original Firm Natural Gas Transportation Service Agreement between the Company and the Customer approved by the Division on June 12, 2015, in Docket No. D-15-04 (the "Agreement") as Exhibit 2 Confidential; (3) a marginal cost analysis as Exhibit 3 Confidential; and (4) a comparison of the proposed contract rate to the Company's filed tariff rate as Exhibit 4. Collectively, the confidential information in the Petition and its exhibits are referred to as the "Confidential Information." In particular, Amendment No. 2 in Exhibit 1 and the Agreement in Exhibit 2 contain pricing information that is confidential, competitively sensitive, and proprietary and should be afforded protective treatment. The marginal cost analysis in Exhibit 3 and rate comparison in Exhibit 4 include Company analysis with highly confidential and proprietary information concerning natural gas fuel supply and competitively sensitive pricing information relating to Amendment No. 2. Therefore, the Company seeks protective treatment for the Confidential Information.

II. LEGAL STANDARD

815-RICR-00-00-1.3(D) of the Division's Rules provides that access to public records shall be granted in accordance with the Access to Public Records Act ("APRA"), R.I. Gen. Laws § 38-2-1, et seq. Under the APRA, all documents and materials submitted in connection with the transaction of official business by an agency is deemed to be a "public record," unless the information contained in such documents and materials falls within one of the exemptions specifically identified in R.I. Gen. Laws § 38-2-2(4). To the extent that information in a record provided to the Division falls within one of the designated ARPA exemptions, the Division has the authority under the terms of the APRA to deem such information confidential and to protect that information from public disclosure.

In that regard, R.I. Gen. Laws § 38-2-2(4)(B) provides that the following types of records shall not be deemed public:

> Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature.

The Rhode Island Supreme Court has held that this confidential information exemption applies where disclosure of information would likely either (1) impair the government's ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained. Providence Journal Company v. Convention Center Authority, 774 A.2d 40 (R.I. 2001).

The first prong of the test is satisfied when information is provided voluntarily to the governmental agency and that information is of a kind that would customarily not be released to the public by the person from whom it was obtained. Providence Journal, 774 A.2d at 47.

III. BASIS FOR CONFIDENTIALITY

The Confidential Information is confidential because it includes commercially sensitive pricing information and other information regarding confidential contract negotiations. In addition, the Confidential Information is confidential because it includes highly proprietary information concerning natural gas fuel supply. The pricing terms contained in the Petition and its exhibits are negotiated and proprietary to the Company and the Customer. There are several factors that argue in support of a finding by the Division that these negotiated terms and pricing information should be granted protective treatment. These factors go to both the business interests of the Company, as well as to the Customer, and to the Company's customers who bear the cost of negotiated contracts.

Disclosing confidential, competitively sensitive, and proprietary information could harm the Company's ability to negotiate similar contracts or with other potential contract partners in

the future and compromise the existing contract and proposed extended contract between the Company and the Customer. Moreover, public disclosure of the proprietary natural gas fuel supply information could result in potential third-party damage to the infrastructure that is the subject of the Agreement and Amendment No. 2.

The Company customarily treats such information as confidential and proprietary and ordinarily does not disclose such information to the public. For example, the same information and analysis as presented in the Confidential Information in the Petition and exhibits was afforded protective treatment as confidential information when the Division approved the Agreement in Docket No. D-15-04. In short, public disclosure of the pricing and fuel supply information in the Confidential Information would substantially harm the Company and the Customer and should be afforded protective treatment.

IV. CONCLUSION

For the foregoing reasons, the Company respectfully requests that the Division grant protective treatment of the Confidential Information in the Petition and its exhibits.

Respectfully submitted,

THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND ENERGY

By its attorneys,

_____

Jennifer Brooks Hutchinson, Esq.
Senior Counsel – Rhode Island
PPL Services Corporation
280 Melrose Street, Third Floor
Providence, Rhode Island 02907
(401) 316-7429
jhutchinson@pplweb.com

_____

Robert J. Humm, Esq.
Keegan Werlin LLP
One Cranberry Hill, Suite 304
Lexington, Massachusetts 02421
(617) 951-1400
rhumm@keeganwerlin.com

Dated: June 6, 2025

STATE OF RHODE ISLAND
DIVISION OF PUBLIC UTILITIES AND CARRIERS

The Narragansett Electric Company d/b/a Rhode Island Energy's Petition for Approval of Amendment to Firm Natural Gas Transportation Service Agreement with Manchester Street, L.L.C.	)	Docket No. _____

PETITION OF THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND ENERGY FOR APPROVAL OF AMENDMENT TO FIRM NATURAL GAS TRANSPORTATION SERVICE AGREEMENT WITH MANCHESTER STREET, L.L.C.

Pursuant to R.I. Gen. Laws § 39-2-5(2) and 815-RICR-00-00-1.13(A), The Narragansett Electric Company d/b/a Rhode Island Energy (the "Company" or "Rhode Island Energy") respectfully requests that the Rhode Island Division of Public Utilities and Carriers (the "Division") approve the Amendment No. 2 to the Firm Natural Gas Transportation Service Agreement ("Amendment No. 2") between the Company and Manchester Street, L.L.C. ("Customer"). Amendment No. 2 extends and amends the original Firm Natural Gas Transportation Service Agreement between the Company and the Customer approved by the Division on June 12, 2015, in Docket No. D-15-04 ("Agreement"), and Amendment No. 1 to the Agreement dated June 15, 2015 ("Amendment No. 1"). The Agreement, Amendment No. 1, and Amendment No. 2 are read and construed together as a single document.

The Petition is accompanied by the following exhibits: (1) Amendment No. 2 as Exhibit 1 Confidential; (2) the Agreement and Amendment No. 1, collectively, as Exhibit 2 Confidential; (3) a marginal cost analysis as Exhibit 3 Confidential; and (4) a comparison of the proposed contract rate to the Company's filed tariff rate as Exhibit 4 Confidential. In support of this request, the Company states as follows.

I. BACKGROUND

A. Agreement

1. On November 17, 2014, the Company (at the time, known as The Narragansett Electric Company d/b/a National Grid) entered into the Agreement with the Customer (at the time, known as Dominion Energy Manchester Street, Inc.) for firm natural gas transportation service to the Manchester Street Power Station through the Manchester Street Gas Gate Station co-owned by Algonquin Gas Transmission Company ("Algonquin") and the Customer.

2. The Manchester Street Power Station is a natural gas electric generation facility owned by the Customer located at 40 Point Street, Providence, Rhode Island, that operates as a 350-megawatt ("MW") merchant power plant.

3. The Manchester Street Gas Gate Station is a natural gas gate station located on Manchester Street in Providence, Rhode Island, that is connected directly to the Algonquin interstate gas transmission line through a dedicated gas take station and distribution pipeline owned and operated by the Company and that supplies the Manchester Street Power Station.

4. Under the Agreement, the Company transports and delivers to the Manchester Street Gate Station an amount of gas up to the Daily Base Volume amount of 95,000 million British thermal units ("MMBTU") of natural gas per day at an annual price of $[redacted]. The charge includes Heater Gas volumes, referring to the quantity of gas required by the Customer to heat gas to be delivered under the terms of the Agreement.

5. The Company and the Customer entered into the Agreement because it would not be economical for the Customer to dispatch the Manchester Street Gate Station in the commercial energy markets under the Company's transportation service tariff applicable to all commercial and industrial ("C&I") customers. Docket No. D-15-04, Order No. 21936, at 1

(June 12, 2015). Therefore, the Company and the Customer had to vary from the Company's transportation service tariff because of the proximity of the Manchester Street Gate Station to the Algonquin pipeline and the fact that the Company's facilities over which the gas is transported are dedicated to the Manchester Street Gate Station and are not integrated into the Company's overall distribution system for service to all firm customers. Id.

6. After its review of the Agreement in Docket No. D-15-04, the Division's Advocacy Section ("Advocacy Section") found that the Agreement "provides revenues in excess of the cost of service, is reasonable, provides benefits such as additional margin to [the Company's] distribution customers, and will not impose additional costs or risks to customers." Docket No. D-15-04, Order No. 21936, at 2. The Advocacy Section recommended approval of the Agreement because the terms of the Agreement were "reasonable . . . and in the best interest" of the Company and its customers. Id. at 1-2.

7. On June 12, 2015, the Division approved the Agreement pursuant to R.I. Gen. Laws § 39-2-5(2). Docket No. D-15-04, Order No. 21936, at 2.

8. On June 15, 2015, the Company and the Customer entered into Amendment No. 1 to the Agreement to replace references to the Rhode Island Public Utilities Commission with the Division.

9. Pursuant to its terms, the Agreement commenced on its Effective Date and remains in effect for 120 months thereafter (Agreement at Section 4.1). The Effective Date of the Agreement is the "first Day following Division approval of this Agreement" (id. at Section 1.6; Amendment No. 1 at Section 1.6). Because the Division approved the Agreement on June 12, 2015, the Agreement commenced on the Effective Date of June 13, 2015, and is in effect for 120 months thereafter, which ends on June 12, 2025.

B. Amendment No. 2

10. On January 31, 2025, the Company and the Customer entered into Amendment No. 2 for the purpose of extending and amending the Agreement.

11. In particular, Amendment No. 2 extends the Agreement for an additional 24-month period, ending on June 12, 2027 (the "Extension Termination Date") (Amendment No. 2, at ¶ 1).

12. Moreover, if the Company does not provide a Final Report related to the engineering for certain replacement, modification, and improvement work at the Manchester Street Gate Station (described below) by December 14, 2026, and the Customer notifies the Company by no later than February 12, 2027, of its desire to extend the Agreement, then the Agreement shall be extended for another 12-month period after the Extension Termination Date, ending on June 12, 2028 (Amendment No. 2, at ¶ 1).

13. In addition, the Company notified the Customer that replacement, modification, or improvement of certain facilities at the Manchester Street Gate Station ("Work") may be required due to the age and condition of the facilities (Amendment No. 2, at ¶ 2). The Company will initiate engineering associated with the Work, which is estimated to cost approximately $[redacted] ("Projected Engineering Costs") (id.). The Customer will pay the Company for the actual cost associated with such engineering within 30 days after receipt of an invoice from the Company, which will be issued upon the Division's approval of Amendment No. 2 (id.).

14. Upon completion of the engineering associated with the Work, the Company will provide the Customer with a final statement of the engineering costs incurred by the Company and a detailed engineering report (the "Final Report") (Amendment No. 2, at ¶ 2). If actual costs exceed the Projected Engineering Costs paid by the Customer to the Company, then the

Customer will reimburse the Company the balance of the actual costs, up to a maximum of $[redacted] (id.). If actual costs are less than the Projected Engineering Costs, then the Company will reimburse the difference to the Customer (id.). The performance of the Work and reimbursement therefor will be the subject of a separate agreement, or by additional subsequent amendments to the Agreement, following good faith negotiations (id.).

15. Amendment No. 2 is subject to the Division's review, investigation, and approval (Amendment No. 2, at ¶ 3).

16. Amendment No. 2, along with the Agreement and Amendment No. 1, shall be read and construed together as a single document (Amendment No. 2, at ¶ 5).

II. LEGAL STANDARD

17. With the approval of the Division, a public utility may grant special rates to any special class or classes of persons in cases where the special rates shall seem to the Division just and reasonable, or required in the interests of the public, and not unjustly discriminatory. R.I. Gen. Laws § 39-2-5(2).

III. BASIS FOR APPROVAL

18. The Company requests that the Division approve Amendment No. 2 to extend the Agreement through June 12, 2027, and, further, to June 12, 2028, if needed by the parties to complete the Final Report for the engineering associated with the Work at the Manchester Street Gate Station.

19. Based on the same reasoning underlying the Division's approval of the Agreement in Docket No. D-15-04, it is necessary to extend the Agreement as set forth in Amendment No. 2 because it would not be economical for the Customer to dispatch the Manchester Street Gate Station in the commercial energy markets under the Company's transportation service tariff applicable to all C&I customers.

20. Therefore, it is necessary for the Company and the Customer to continue to vary from the Company's transportation service tariff because of the proximity of the Manchester Street Gate Station to the Algonquin pipeline and the fact that the Company's facilities over which the gas is transported are dedicated to the Manchester Street Gate Station and are not integrated into the Company's overall distribution system for service to all firm customers.

21. The $[redacted] annual charge is based on the operation and maintenance ("O&M") costs the Company projected to incur during the existing contract period from June 2015 through June 2025, and which the Company expects to continue over the term of Amendment No. 2. In addition, the annual charge will also compensate the Company for the cost of heater gas used at the Manchester Street Station and is also intended to absorb any unexpected O&M costs or unanticipated capital investment. Exhibit 3 Confidential presents the Company's assumptions on annual O&M costs associated with Amendment No. 2 over its two-year term. Based on this analysis, the annual charge of $[redacted] continues to be reasonable and appropriate.

22. Moreover, the Company estimates that the Customer would be charged approximately $[redacted] per year, if billed under the Company's Extra Large High Load Factor Rate 24 ("Rate 24") firm tariff rate. Exhibit 4 Confidential provides the Company's estimate of the charges pursuant to Rate 24. Based on this estimate, the Company can only hypothesize that it would not be economically feasible for the Customer to dispatch the Manchester Street Station in the New England electricity markets if it were billed for gas transportation service under Rate 24. As a result, the Company entered into Amendment No. 2 at a price that allows the Customer to economically dispatch the plant while permitting the Company to recover its costs to operate and maintain the facilities used by the Customer and needed to deliver gas to the Customer to operate the Manchester Street Station.

23. Therefore, the price of $[redacted] for 95,000 MMBTU of natural gas per day makes it economical for the Customer to dispatch the plant while permitting the Company to recover its costs and maintain the facilities and deliver the gas volume (see Exhibit 3 Confidential and Exhibit 4Confidential).

24. In addition, the Customer has agreed to pay the Company for the actual engineering costs for the Work at the Manchester Street Gate Station to address the age and condition of the facilities.

25. For these reasons, Amendment No. 2 will continue to provide revenues in excess of the cost of service; is reasonable; provides benefits, such as additional margin to the Company's distribution customers; and will not impose additional costs or risks to customers.

26. Accordingly, the terms of Amendment No. 2 are just and reasonable and in the best interest of the Company and its customers, and are not unjustly discriminatory.

IV. CONCLUSION

For the foregoing reasons, the Company respectfully requests that the Division approve Amendment No. 2 to the Agreement pursuant to R.I. Gen. Laws § 39-2-5(2).

Respectfully submitted,

THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND ENERGY

By its attorneys,

Jennifer Brooks Hutchinson, Esq.
Senior Counsel – Rhode Island
PPL Services Corporation
280 Melrose Street, Third Floor
Providence, Rhode Island 02907
(401) 316-7429
jhutchinson@pplweb.com

Robert J. Humm, Esq.
Keegan Werlin LLP
One Cranberry Hill, Suite 304
Lexington, Massachusetts 02421
(617) 951-1400
rhumm@keeganwerlin.com

Dated: June 6, 2025

AMENDMENT NO. 2 TO
FIRM NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

This Amendment No. 2 ("Amendment No. 2") to the Firm Natural Gas Transportation Service Agreement between The Narragansett Electric Company d/b/a Rhode Island Energy (f/k/a The Narragansett Electric Company d/b/a National Grid) as "Seller" and Manchester Street, L.L.C. (f/k/a Dominion Energy Manchester Street, Inc.) as "Buyer", together the "Parties", is made and entered into as of January 31, 2025.

WHEREAS, Seller and Buyer entered into that Firm Natural Gas Transportation Service Agreement dated November 17, 2014, with an effective date of June 13, 2015 following approval of the Division of Public Utilities and Carriers (the "Division") (the "Agreement");

WHEREAS, Seller and Buyer entered into that Amendment No. 1 ("Amendment No. 1") to Firm Natural Gas Transportation Service Agreement dated June 15, 2015;

WHEREAS, absent this Amendment No. 2, the Agreement, as amended by Amendment No. 1, would otherwise expire on June 12, 2025;

WHEREAS, the Parties desire to extend and amend the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual promises of the parties, Seller and Buyer hereby agree to amend the Agreement:

1. Section 4.1 is deleted and replaced with the following:

"This Agreement will commence on the Effective Date and remain in effect for 120 Months thereafter unless terminated earlier by the Parties pursuant to mutual agreement. Provided however, and notwithstanding the foregoing, the Agreement will remain in effect for an additional twenty-four (24) month period, ending on June 12, 2027 ("Extension Termination Date"). Should Seller not provide the Final Report (as defined below in Section 4.4) by December 14, 2026, and Buyer notifies Seller of its desire for an additional extension of the Agreement by no later than February 12, 2027, then the Agreement shall be extended for another twelve (12) month period after the Extension Termination Date, ending on June 12, 2028. Section 4.3 shall apply to such extensions in the same manner as it applied to the initial 120-Month term."

2. New Section 4.4 is added as follows:

"Due to the age and condition of the facilities, Seller has notified Buyer that replacement, modification, or improvement of certain facilities ("Work") may be required. To obtain a more detailed estimate of the Work required, Seller agrees to initiate engineering associated with the Work, and Buyer agrees to pay Seller for the actual cost associated with such engineering. Seller estimates the engineering associated with the Work will cost [redacted] ("Projected Engineering Costs") and Buyer's payment of the Projected Engineering Costs is due to Seller within thirty (30) days after receipt of an invoice from Seller, which will be issued upon receipt of any necessary regulatory approvals for this Amendment No. 2. Upon completion of the engineering associated

with the Work, Seller shall provide Buyer with a final statement of the engineering costs incurred by Seller and a detailed engineering report (the "Final Report"). If the actual costs exceed the Projected Engineering Costs paid by Buyer to Seller, Buyer shall reimburse Seller the balance of the actual costs, up to a maximum of [redacted] incurred with thirty (30) days of receipt of an invoice from Seller. To the extent the actual engineering costs are less than the Projected Engineering Costs, Seller shall reimburse the difference to Buyer within thirty (30) days of receipt of the Final Report. Buyer and Seller agree to otherwise address the performance of the Work and reimbursement therefor through a separate agreement, or additional subsequent amendments to the Agreement, following good faith negotiations."

3. Section 13.2 of the Agreement, as amended by Amendment No. 1, is deleted and replaced with the following:

   "This Agreement and Amendment No. 2 is subject to the Division's review, investigation, and approval."

4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All capitalized terms used herein that are not defined shall have the same meanings as set forth in the Agreement; and

5. This Amendment No. 2, along with the Agreement and Amendment No. 1, shall be read and construed together as a single document.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 2 to be signed by their respective and duly authorized officers:

(Signature page to follow)

Seller:
THE NARRAGANSETT ELECTRIC COMPANY
D/B/A RHODE ISLAND ENERGY

By: _____

Title: President

Date: 1-31-25

Buyer:
MANCHESTER STREET, L.L.C.

By: _____ Jeffrey Delgado

Title: Managing Director

Date: 1/15/2025

FIRM NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

This Agreement ("Agreement"), entered into this 17 day of November, 2014, by and between The Narragansett Electric Company d/b/a National Grid, a Rhode Island corporation ("Seller") and Dominion Energy Manchester Street, Inc., a Virginia corporation ("Buyer"). Collectively, Seller and Buyer shall be referred to as the "Parties."

In consideration of the mutual obligations set forth herein, the Parties agree as follows:

ARTICLE I
DEFINITIONS

1.1 The term "Buyer's Electric Generation Facility" or "BEGF" means that natural gas electric generation facility owned by Buyer and located at 40 Point Street, Providence, Rhode Island.

1.2 The term "Buyer's Supplier" means the entity designated by Buyer to supply gas to the Point of Receipt for Buyer's account. Buyer's Supplier must be authorized to do business within the State of Rhode Island and must meet the requirements set forth in the most current version of the Natural Gas Tariff.

1.3 The term "Contract Year" means the 12-month period commencing on the Effective Date and each consecutive 12-month period thereafter.

1.4 The term "Daily Base Volume" means 95,000 MMBtu of natural gas per Day.

1.5 The term "Day" means a period of 24 consecutive hours, coextensive with a "day" as defined in the tariff of Algonquin Gas Transmission Company.

1.6 The term "Effective Date" means the first Day following RIPUC approval of this Agreement.

1.7 The term "Heater Gas" means the quantity of gas required by Buyer to heat gas to be delivered under the terms of this Agreement.

1.8 The term "Manchester Street Gas Gate Station" means that natural gas gate station, co-owned by Algonquin Gas Transmission Company and Seller, located on Manchester Street in Providence, Rhode Island.

1.9 The term "Month" means a calendar Month.

1.10 The term "Natural Gas Tariff" means Seller's delivery service tariff entitled "The Narragansett Electric Company d/b/a National Grid, RIPUC NG-GAS No. 101" and its relevant sections, including but not limited to Section 6, Transportation Services,

Schedule B: Firm Transportation Service and Schedule C: Transportation Terms and Conditions, as approved by the RIPUC and amended or superseded from time to time.

1.11 The term "Point of Delivery" means the furthest terminus point of the outlet side of Seller's 8" 350# natural gas main which provides firm gas service to the BEGF.

1.12 The term "Point of Receipt" means the inlet side of Seller's Meters located at the Manchester Street Gas Gate Station.

1.13 The term "RIPUC" means the Rhode Island Public Utilities Commission.

1.14 The term "Seller's Meters" means those gas metering devices located at the Manchester Street Gas Gate Station, owned by Seller and used to record the flow of gas to the BEGF.

ARTICLE II
SCOPE OF AGREEMENT

2.1 On any Day, Seller agrees to receive for the account of Buyer for transportation an amount of natural gas up to the Daily Base Volume nominated by Buyer's Supplier pursuant to this Agreement and the Natural Gas Tariff and tendered by Buyer at the Point(s) of Receipt. In the event of any inconsistency or conflict between the terms of this Agreement and the Natural Gas Tariff, this Agreement will govern.

2.2 Seller agrees to transport and deliver to or for the account of Buyer at the Point of Delivery and Buyer agrees to accept delivery of the quantity of natural gas received by Seller for Buyer's account on any Day.

ARTICLE III
NOMINATIONS AND VOLUMES

3.1 Seller will receive at the Point of Receipt the amount of gas nominated by Buyer's Supplier for delivery to the Point of Delivery. In no event shall Seller be required to accept receipt of or transport volumes nominated in excess of the Daily Base Volume.

ARTICLE IV
TERM OF AGREEMENT

4.1 This Agreement will commence on the Effective Date and remain in effect for 120 Months thereafter unless terminated earlier by the Parties pursuant to mutual agreement.

4.2 This Agreement may be terminated at any time by Seller if Buyer fails to pay part or all of any invoice for service under this Agreement and such failure continues for 30 Days after written notice is delivered to Buyer that payment is past due; provided that such termination will not be effective if, prior to the date of termination, Buyer either pays

such outstanding invoice or notifies Seller in accordance with section 6.4 below that it disputes a portion of the invoice and makes payment on the undisputed portion.

4.3 In the event of the expiration or termination of this Agreement, Buyer shall either (i) purchase on the date of termination the facilities between the Point of Receipt and the Point of Delivery necessary to provide service to BEGF (the "Facilities") at a purchase price ("Purchase Price") equal to the greater of [redacted] or (ii) [redacted] Such purchase of the Facilities shall be free of all mortgages and mortgage and financing liens, but otherwise shall be "as is", without any representations and warranties by Seller. Upon such purchase, Buyer shall waive all rights against Seller, and indemnify and hold Seller harmless from and against any and all claims relating to the Facilities, their condition and operation (including, but not limited to claims for PCBs or other hazardous substances or materials used or contained in or present at the Facilities).

ARTICLE V
PRICE

5.1 Buyer will pay Seller for an annual charge of [redacted]. Such charge includes Heater Gas volumes.

ARTICLE VI
BILLING AND PAYMENT

6.1 Seller will invoice Buyer monthly for 1/12th of the annual charge.

6.2 Seller's invoice will reflect service rendered pursuant to this Agreement for the preceding Month. The invoice is due and payable upon receipt. Buyer shall be deemed to have received its invoice three Days after the date of mailing.

6.3 All amounts past due will be subject to a late payment charge calculated in accordance with the provisions of the Natural Gas Tariff.

6.4 If Buyer in good faith disputes any portion of an invoice, it may withhold the disputed amount, but shall pay when due all amounts that are not in dispute. If Buyer withholds payment of a disputed amount, it will, within ten Days of the disputed invoice, provide to Seller, in writing, notice of the amount in dispute and an explanation of why Buyer does not believe it owes Seller the disputed amount. Such notice will include any available supporting documentation, including transporting pipeline allocation or meter statements to verify volumes received. If such documentation is not available by the due date, buyer will pay all charges as they appear on the invoice. When the Parties determine how much of the disputed amount Buyer owes the Seller, that amount, plus interest as determined in section 6.3 above, will be payable immediately. The Parties will use all reasonable efforts to resolve any issues raised by billing disputes.

ARTICLE VII
SYSTEM IMPROVEMENTS

7.1 No system improvements are currently required to provide the transportation service contemplated in this Agreement to the Point of Delivery. However, if, during any Contract Year, Buyer desires to either add new gas fired equipment or materially alter its existing gas-fired equipment at the Point of Delivery such that a change in the design gas flow and/or gas delivery pressure is required, Buyer must first notify Seller of such a request in writing at least 18 Months prior to any anticipated equipment alterations or additions. Seller will in its sole discretion determine both the extent to which Buyer's proposed additions or alterations may be accommodated and what if any system improvements are required by Seller to meet Buyer's incremental natural gas delivery requirements at the Point of Delivery. Should Buyer add or install equipment such that its total facility demand exceeds 3,950,000 cfh, and system improvements are required by Seller to continue to meet Buyer's natural gas requirements, Seller shall notify Buyer in writing as soon as is reasonably practical of any required system improvements.

7.2 Upon written request by Buyer, Buyer and Seller shall in good faith review the scope of any proposed system improvements and determine the extent to which Buyer shall be responsible for the cost of such improvements. Any agreement reached by the Parties shall be made in writing and shall be subject to any regulatory approvals deemed necessary by Seller. In the absence of such an agreement, Seller will not be required to provide firm transportation service to meet natural gas delivery requirements in excess of those specified in Article II.

7.3 The timing and availability of any system improvements are subject to weather conditions and all applicable federal state and local laws, regulations codes and permits.

ARTICLE VIII
ADDRESSES

8.1 Any notice, request, demand, statement, or invoice provided for in this Agreement, or any notice which any Party may desire to give to the other will be in writing, and such notice will be considered duly delivered when mailed by registered, certified, or regular mail to the post office address of the Parties set forth below:

(a) Seller: For Notices:
The Narragansett Electric Company d/b/a National Grid
40 Sylvan Avenue
Waltham, MA 02451
Attn: Vice President, Sales & Program Operations

For Oral Nomination:

Gas Control Representative-Shift Supervisor
Tel: 508-421-7590
Fax: 508-421-7581
E-mail: gascontrolnewengland@nationalgrid.com

(b) Buyer: For Notices:

Attn: Contract Administration
120 Tredegar Street Richmond, VA 23219
Phone: 804-787-6120
Fax: 804-787-6440

For Oral and written confirmations:
George Grant
Gas Supply and Transportation Representative
VPEM
804-787-6227
804-921-2566

or such other address as either Party may designate by formal written notice.

ARTICLE IX
ACCESS TO PREMISES

9.1 Buyer will provide Seller with such reasonable rights of way and right of entry to Buyer's facilities as may be required by Seller in connection with this Agreement, provided, however, that Seller will not unreasonably interfere with Buyer's operations. Such right of way and right of entry includes, but is not limited to, access for any use, maintenance and periodic inspection of gas facilities of Seller or Buyer, including piping and metering equipment. Seller agrees to confer with Buyer in order to coordinate any planned maintenance work on Seller's gas facilities to attempt to avoid increasing operational risk for Buyer's Electric Generation Facility. Seller agrees to notify Buyer as soon as reasonably practicable regarding unplanned or emergency maintenance work Seller intends to undertake on Seller's gas facilities. In addition, Buyer will furnish and maintain, at no cost to Seller, the necessary utilities, electric power, telephone lines, space, housing, fencing, and foundations for the gas main and other gas equipment owned by Seller which are installed at the BEGF whether such equipment is furnished by Buyer or by Seller. Such utilities, space, housing, fencing and foundations will be in conformity with public laws and regulations, and subject to Seller's specifications and approval.

ARTICLE X
INCIDENTAL OR CONSEQUENTIAL DAMAGES

10.1 Neither Seller nor Buyer will be liable to the other or any Party claiming through the other for incidental or consequential damages.

ARTICLE XI
WAIVER

11.1 No waiver of any breach of any of the obligations contained in this Agreement or Seller's Natural Gas Tariff shall be held to be a waiver of any other or subsequent breach.

ARTICLE XII
ASSIGNMENT

12.1 Seller shall have the right to assign its rights and obligations under this Agreement to any successor to Seller's public utility business. Buyer shall not assign this Agreement without prior express written consent of Seller (and Seller shall not unreasonably withhold such consent), except that Buyer may collaterally assign this Agreement without Seller's consent to any lenders (or any agent acting on behalf of any lenders) providing financing to Buyer or otherwise with respect to the BEGF. This Agreement will be binding upon and will inure to the benefit of the respective successors and assigns of the Parties hereto.

ARTICLE XIII
PUBLIC REGULATION

13.1 The Seller is a public utility subject to regulation by the RIPUC. Compliance by Seller with any order or rule of the RIPUC or any other regulatory or legislative authority with jurisdiction shall not constitute a breach of this Agreement. In the event of the issuance of any order or rule of the RIPUC or any other regulatory or legislative authority with jurisdiction which materially and adversely affects the rights and obligations of either Party to this Agreement, then the affected Party may give written notice to the other requiring renegotiation of the terms and conditions of the Agreement and the Parties shall negotiate in good faith an amendment to this Agreement which remedies such material and adverse effect and which is in compliance with the order or rule. Should the Parties fail to agree on such an amendment to this Agreement within 60 Days of the issuance of the order or rule, the affected Party may terminate this Agreement upon providing written notice to the other.

13.2 This Agreement, before and after its Effective Date, is subject to the RIPUC's review, investigation, and approval.

ARTICLE XIV
CONFIDENTIALITY

14.1 The Buyer and Seller mutually agree that all information disclosed to each other, or otherwise obtained by one Party from the other, in connection with this Agreement shall be kept confidential and shall not be disclosed to any other person, except to such other persons who are engaged, retained or otherwise acting on behalf of Buyer or Seller in

connection with this Agreement, or to whom disclosures are necessary to obtain the consents and approvals needed to consummate the transactions under this Agreement, or as otherwise required by law, court order, or the order or regulation of an administrative agency having jurisdiction over Buyer, Seller or the subject matter of this Agreement. If such information is required to be disclosed by law, court order or order or regulation of an administrative agency, then the Party subject to the disclosure requirement shall (a) notify the other Party immediately and (b) cooperate to the fullest extent practicable in seeking whatever confidential status may be available to protect any material so disclosed.

ARTICLE XV
ENTIRE AGREEMENT

15.1 This Agreement supersedes, terminates, and merges all prior, collateral, and contemporaneous agreements, written or oral, between the Parties relating to the subject matter of this Agreement.

ARTICLE XVI
GENERAL

16.1 Section headings are for convenience and reference only, and may not be construed to explain, amplify, or modify the provisions of this Agreement.

16.2 No promises, agreements, representations, or warranties will be binding upon Seller or Buyer unless the same is evidenced by a signed writing and made a part of this Agreement.

16.3 The interpretation and performance of this Agreement will be in accordance with the laws of the State of Rhode Island.

ARTICLE XVII
FORCE MAJEURE

17.1 Neither Seller nor Buyer will be liable to the other for any act, omission or circumstance occasioned by or in consequence of any event constituting Force Majeure, and unless it is otherwise expressly provided herein, the obligations of Buyer and Seller then existing hereunder will be excused during the period thereof to the extent affected by such event of Force Majeure, provided that reasonable diligence is exercised to overcome such event. The foregoing notwithstanding, a Party shall not be excused by a Force Majeure event from the obligation to make payments provided for in this Agreement. As used herein, "Force Majeure" will mean (i) the failure of a governmental entity or third party to provide a required permit, permission or approval on a timely basis, (ii) the inability of Buyer or Seller to fulfill its contractual or regulatory obligations as a result of compliance by either Party with an order, regulation, law, code or operating standard imposed by a governmental authority, or (iii) any act of God or public enemy, by reason of storm,

flood, fire, earthquake, explosion, civil disturbance, labor dispute, breakage or accident to machinery or pipeline (which explosion, breakage or accident is not the result of Seller's negligence or misconduct), by reason of any declaration of Force Majeure by upstream transporting pipelines, to the extent such declarations prevent natural gas from being delivered to Seller's Premises, or (iv) any other cause, whether of the kind enumerated herein or otherwise, not within the control of the Party claiming Force Majeure and which by the exercise of reasonable diligence such Party is unable to prevent or overcome. Notwithstanding the foregoing, Buyer's obligation to make any payments required under this Agreement will in no case be excused by an event of Force Majeure. Nor will a failure to settle or prevent any labor dispute or other controversy with employees or with anyone purporting or seeking to represent employees be considered to be a matter within the control of the Party claiming excuse. The Party claiming Force Majeure will, on request, promptly provide the other Party with a written explanation thereof, and of the remedy being undertaken.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective duly authorized officers:

Seller:

THE NARRAGANSETT ELECTRIC COMPANY
D/B/A NATIONAL GRID

By: _____

Title: TIMOTHY F. HORGAN

Date: 11/20/2014

Buyer:

DOMINION ENERGY MANCHESTER STREET, INC.

By: _____

Title: VP - Power Gen Tech Services

Date: 11-17-2014

AMENDMENT NO.1 TO
FIRM NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

This Amendment No. 1 ("Amendment No. 1") to the Firm Natural Gas Transportation Service Agreement between The Narragansett Electric Company d/b/a National Grid ("Seller") and Dominion Energy Manchester Street, Inc. ("Buyer") is made and entered into as of the June 15, 2015.

WHEREAS, Seller and Buyer entered into that Firm Gas Transportation Service agreement dated November 17, 2014 (the "Agreement");

WHEREAS, the parties desire to amend the Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual promises of the parties, Seller and Buyer hereby agree to amend the Agreement:

1. Section 1.6 is deleted and replaced with the following:

   "The term "Effective Date" means the first Day following Division approval of this Agreement."

2. A new Section 1.15 is added as follows:

   "The term "Division" means the Rhode Island Division of Public Utilities and Carriers."

3. Section 13.2 is deleting and replaced with the following:

   "This Agreement, before and after its Effective Date, is subject to the Division's review, investigation, and approval.

4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect. All capitalized terms used herein that are not defined shall have the same meanings as set forth in the Agreement; and

5. This Amendment No. 1, along with the Agreement, shall be read and construed together as a single document.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their respective duly authorized officers:

Seller:

THE NARRAGANSETT ELECTRIC COMPANY
D/B/A NATIONAL GRID

By: _____

Title: PRESIDENT

Date: 7/21/15

Buyer:

DOMINION ENERGY MANCHESTER STREET, INC.

By: _____

Title: VP Power Gen Tech services

Date: 06-26-2015

Exhibit 3

REDACTED

Exhibit 4

REDACTED