

March 22, 2022

BY ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**RE: Docket 5210 - Proposed FY 2023 Gas Infrastructure, Safety and Reliability Plan
Supplement to Division Data Request 1-39**

Dear Ms. Massaro:

I have enclosed the electronic version of National Grid's¹ supplement to its response to Division Data Request 1-39. At the March 15, 2022 hearing in this docket, the Chairman noted that the Construction, Ownership and Operation Agreement referenced in the Company's response to Division Data Request 1-39 was not included in the Company's original response.

The enclosed Construction, Ownership and Operation Agreement concerning interconnection facilities at the Wampanoag gate station is a draft that remains subject to further negotiations between Enbridge and the Company and contains terms to which the Company has not agreed. For example, the Company has not, and would not, agree to assume operation and maintenance responsibility for pressure regulation facilities at the Wampanoag gate station.

With respect to the interconnection facilities at the Tiverton gate station, the Company intended (and the Company believes Enbridge intended) that the contract applicable to the Wampanoag gate station would be used as a template. The Company anticipated that, at the conclusion of negotiations, the contract applicable to the Tiverton facilities would be functionally equivalent to the agreement concerning the Wampanoag facilities subject to appropriate adjustments given the differences between the two facilities.

Thank you for your attention to this matter. If you have any questions, please contact me at 781-472-0531.

Very truly yours,



Raquel J. Webster

Enclosures

cc: Docket 5210 Service List
Leo Wold, Esq.
Al Mancini, Division
John Bell, Division
Rod Walker, Division

¹ The Narragansett Electric Company d/b/a National Grid.

CONSTRUCTION, OWNERSHIP AND OPERATION AGREEMENT

BETWEEN

ALGONQUIN GAS TRANSMISSION, LLC

AND

THE NARRAGANSETT ELECTIC COMPANY d/b/a NATIONAL GRID

FOR

EAST PROVIDENCE (WAMPANOAG TRAIL) (M&R 00010)

IN

EAST PROVIDENCE, RHODE ISLAND

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CONSTRUCTION, OWNERSHIP AND OPERATION AGREEMENT

This Construction, Ownership and Operation Agreement ("**Agreement**") is made this _____ day _____, 2021 ("Effective Date") by and between Algonquin Gas Transmission, LLC ("**Company**"), a Delaware limited liability company, with an office in Waltham, Massachusetts and The Narragansett Electric Company d/b/a National Grid ("**Connecting Party**"), a Rhode Island corporation with an office in Hicksville, New York (the "**Parties**" hereto; each is a "**Party**").

WITNESSETH:

WHEREAS, Company is a company rendering interstate natural gas transmission services; and

WHEREAS, there is an existing delivery point and an interconnection between Connecting Party's two (2) 12-inch diameter, 99 pounds per square inch gauge ("psig") pipelines (collectively, the "**Connecting Party's Pipeline**") and Company's 10-inch diameter Line No. G-5 at approximate milepost 9.812 in Providence County, Rhode Island ("**Company's Pipeline**") through which Connecting Party receives up to 96,000 dekatherms per day ("**Dth/d**") of natural gas from Company (the "**Interconnection**"); and

WHEREAS, Connecting Party has requested that the existing heaters that are a part of the Interconnecting Facilities (as further defined below) be replaced with heaters that will meet specifications as provided by Connecting Party; and

WHEREAS, Company has examined information provided by Connecting Party, and has determined that the installation and operation of the heaters is required to accommodate the gas flow through the Interconnection and Company is willing to agree to the installation and operation of the heaters under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, above, and the mutual covenants hereinafter set forth, Company and Connecting Party (the "**Parties**" hereto; each is a "**Party**") agree as follows:

ARTICLE I - FACILITY DESCRIPTION AND LOCATION

1.01 **Interconnecting Facilities.** The Interconnection consists of facilities required to deliver gas to Connecting Party, together such facilities collectively comprising the "**Interconnecting Facilities**". Such Interconnecting Facilities consist of the following (See Exhibit C – *Schematic of Interconnecting Facilities*):

- a. The pipeline inlet tap valve consisting of one (1) 10-inch valve on Company's Pipeline (the "**Tap**").
- b. One (1) filter separator ("**Filter Separator**") plus associated piping and valves located downstream of the Tap.
- c. The heater isolation valve consisting of a valve that Connecting Party shall utilize to isolate and purge its Heater Facilities which shall be located downstream of the last Company-operated valve at the Filter Separator Facilities, with no other branches or

appurtenances in the piping other than a blowdown/vent valve located immediately upstream of the isolation valve ("**Connecting Party's Heater Isolation Valve**").

- d. Two (2) 3.53 MMBTU/HR input gas heaters ("**Heaters**") plus associated piping and valves which shall be located downstream of the Filter Separator Facilities and shall replace two (2) existing 1.5 MMBTU Natco water bath heaters.
- e. The measuring and regulating station ("**M&R**") which includes the following, including all applicable instrumentation:
 - i. Overpressure protection equipment including associated piping and valves upstream of Meter Run ("**Upstream OPP**").
 - ii. Pressure regulation equipment including associated piping and valves upstream of Meter Run ("**Upstream Pressure Regulation**").
 - iii. The upstream interconnecting piping, consisting of piping between the Upstream Pressure Regulation and the Meter Run ("**Upstream Interconnecting Piping**").
 - iv. Two (2), 12-inch Orifice Meters and a complete set of orifice plates from 0.2 to 0.6 Beta ratio in ½-inch increments, seal ring, plus associated piping, valves, both inlet and outlet insulating flanges (collectively, the "**Meter Run**").
 - v. A building to enclose Meter Run, Upstream OPP and Upstream Pressure Regulation ("**M&R Building**").
 - vi. The Interconnecting Piping, consisting of piping between the Custody Transfer Flange at the outlet of the Meter Run and Connecting Party's OPP and Pressure Regulation Facilities ("**Interconnecting Piping**").
 - vii. Overpressure protection equipment including associated piping and valves downstream of Meter Run ("**OPP**").
 - viii. Pressure regulation equipment including associated piping and valves downstream of Meter Run ("**Pressure Regulation**").
 - ix. A building to enclose above grade OPP and Pressure Regulation Facilities ("**OPP Building**").
- f. The custody electronic gas measurement ("**EGM**") equipment consisting of a climate controlled EGM enclosure or building, battery charger/solar power and associated power equipment, analog/multivariable transmitters (static pressure, differential pressure and temperature), remote terminal unit ("**RTU**"), radio/satellite telecommunications equipment, freestanding radio tower, gas chromatograph, and associated equipment and instrumentation (collectively, the "**Custody EGM**").

- g. The check EGM equipment consisting of an EGM enclosure or building, power equipment, transmitters, RTU, communications equipment, and all associated equipment and instrumentation (collectively, the "**Check EGM**"). Connecting Party shall provide its own EGM enclosure or building.
- h. Overpressure protection vaults and supermonitor equipment including associated piping and valves, located downstream of OPP building and upstream of distribution system ("**OPP Supermonitors**").

1.02 Limitations and Additional Facilities.

1. If (i) Connecting Party desires to receive a gas volume through the Meter Run that exceeds an orifice meter tube beta ratio of 0.6, falls below the beta ratio of 0.2, or exceeds a pressure differential of 180 inches in water column with a turndown range of 10:1; or (ii) Connecting Party desires to receive a gas volume through the Meter Run that exceeds an ultrasonic meter gas flow velocity of 80 feet per second or is less than 3 feet per second; or (iii) Connecting Party desires to receive a gas volume that exceeds the maximum meter capacity of Dth/day or falls below the meter capacity of Dth/day at average conditions, as noted below

| Approximate Meter Maximum (Dth/d) | Approximate Meter Minimum (Dth/d) | Average Pressure (psig) | Average Temperature (F) | Average Specific Gravity | Average Heating Value (Btu/scf) |
|-----------------------------------|-----------------------------------|-------------------------|-------------------------|--------------------------|---------------------------------|
| 138,266 | 7,088 | 187 | 51 | 0.566 | 1,027 |

then Connecting Party must bring the gas volume into compliance with (i) – (iii) in this section within twenty-four (24) hours of Connecting Party’s actual knowledge or twenty-four hours (24) from the point-in-time when Connecting Party reasonably should have known of such non-compliance. If Connecting Party wishes to exceed (i)-(iii) then, at Connecting Party’s sole cost and expense, certain additional facilities, as specified by Company, will be installed (any additional facilities installed as a result of this Section 1.02 collectively referred to as "**Additional Facilities**"). Additional Facilities will be considered a part of the Interconnecting Facilities. Within thirty (30) days of receiving written notice of such requirement from Company, Connecting Party must notify Company in writing whether it will (a) continue to maintain a gas volume that is in compliance with (i) – (iii) in this section; (b) agree, in writing, to install, or to the installation by Company of, the Additional Facilities; or (c) terminate the Interconnection and this Agreement according to the terms set forth this Agreement.

ARTICLE II - ENGINEERING, CONSTRUCTION AND RIGHTS-OF-WAY

2.01 **Interconnecting Facilities.** Company will carry out design, material specification, procurement, permitting, construction, testing and project management for the installation of the Heaters. Company or its designee will prepare and file any necessary FERC filings and exhibits, and any other necessary regulatory filings and exhibits, in connection with the Heaters, which filings will be reasonably supported by Connecting Party. The Interconnecting Facilities will be designed to American National Standards Institute ("**ANSI**") 600 with a maximum allowable operating pressure ("**MAOP**") of 750 psig. All designs and material specifications of the Heaters will be in accordance with Title 49 CFR Part 192, Connecting

Party design standards, and applicable federal, state and local laws and regulations and sound and prudent natural gas pipeline industry practices. Additionally, Company will secure all environmental, construction and other permits required for the Heaters.

2.02 **Custody EGM.** The Custody EGM must be operational prior to first flow. Exhibit B – *EGM Data Signal License* provides the form of agreement for the terms and conditions under which Connecting Party may install and maintain electronic data gathering devices to connect to Company’s Custody EGM.

2.03 **Power at the Interconnection.** Company will install, at its sole cost and expense, commercial electrical power to the Interconnecting Facilities. Each Party shall be responsible for payment for its electric usage.

2.04 **Communications at the M&R.** Company will utilize existing VSAT communications. Connecting Party, at its sole cost and expense, will install and maintain a conventional telephone line (“Line”) to the Interconnecting Facilities and pay all monthly expenses for operation of the Line. Use of the Line will be directly limited to operation and maintenance of the Interconnecting Facilities.

2.05 **Meter Site, Access and Conveyance.** Connecting Party shall acquire all necessary property rights for the Connecting Party Facilities and Custody EGM, and road access to and egress from the Interconnection facilities; to the extent that the foregoing facilities are located on property owned by the Company, the Company hereby provides the Connecting Party with the rights to use a suitable portion of the Company’s property as are required for the Interconnection (“Site”). Connecting Party shall provide and maintain, at its sole cost and expense, an all-weather meter site and an all-weather road for access to and egress from the Interconnection facilities by the Connecting Party and Company. Connecting Party does hereby convey to Company, at no cost to Company, the right to occupy and use a suitable portion of the Connecting Party’s property for operation and maintenance of those Company Facilities as Company determines in the applicable attachment to Exhibit A are required for the Site for the term applicable to the subject Interconnection and the right to remove all Company's equipment there from within a reasonable time after termination of this Agreement. Such right will include the right of ingress and egress at all times upon Connecting Party’s property and the Site for purposes of the construction, installation, testing, operation and maintenance of subject Company Facilities. In each instance, Connecting Party will warrant that it has sufficient rights to the Site to so convey to the Company. The Parties agree to provide notice in advance of any access to the Station.

2.06 **Commissioning Plan.** Company, at least ten (10) days prior to commissioning the Heaters, will submit to Connecting Party a detailed commission plan for Connecting Party’s review.

2.07 **As-Built Drawings.** Company, within sixty (60) days after completion of all of its activities as herein contemplated, will furnish to Connecting Party as-built information, including three (3) sets of all "As-Built" drawings, for the Heaters.

ARTICLE III – REIMBURSEMENT OF COSTS AND OWNERSHIP

Prepayment amount - \$960,000 – through letter dated 10/17/21
Total estimated cost - \$4,924,100
Algonquin to pay - \$984,820
Grid total - \$3,815,263.20

3.01 **Reimbursement.** Connecting Party will reimburse Company 100% for those costs and expenses that are to be incurred by Company to install the Connecting Party Facilities, for Company to review and inspect the installation of the Connecting Party Facilities, and for Company to acquire an easement for installation of the Company Facilities, and including, but not limited to administrative, general, supervision, engineering, overhead costs and expenses, and income taxes.

Prepayment. The Interconnect constructed under the terms of this Agreement, Company shall provide Connecting Party with total estimated reimbursement cost obligation as a part of the applicable schedule to Exhibit A (each is a “**Prepayment**”). Connecting Party understands that such estimated reimbursement cost may not equal Company's total, invoiced cost, and that Connecting Party nevertheless will be responsible for payment of the entire invoiced cost upon completion of the subject project. CONNECTING PARTY WILL REMIT THE PREPAYMENT FOR THE SUBJECT PROJECT TO COMPANY UPON CONNECTING PARTY'S EXECUTION OF THE APPLICABLE ATTACHMENT TO EXHIBIT A OF THIS AGREEMENT.

Reconciliation. The Parties agree that upon determination of the actual costs and expenses, both direct and indirect, incurred by Company in connection with or as a result of the design, material specification, material procurement, construction, testing, installation and project management of the Company Facilities and other related matters set forth herein for the Interconnect, an accounting between the Parties will be made as promptly as practicable thereafter to the effect that Company will reimburse Connecting Party for that portion of the Prepayment that is in excess of such costs and expenses or Connecting Party will reimburse Company for that portion of such costs and expenses that were incurred by Company in excess of the Prepayment, as the case may be. The excess or shortage will be paid within thirty (30) days of such determination.

3.01 **Ownership.** Connecting Party will own the Connecting Party Facilities and Company will own the Company Facilities. Ownership of the Connecting Party Facilities and the Company Facilities is set forth in Exhibit A – *Responsibility Matrix* and illustrated in Exhibit C – *Schematic of Interconnecting Facilities*.

3.02 **Conveyed Facilities.** Company shall transfer, deliver and convey, [at no cost to Connecting Party], title to certain portions of the Interconnecting Facilities, which Company is responsible for constructing. These facilities include the Connecting Party's Heater Isolation Valve, Heaters, Upstream OPP and Upstream Pressure Regulation (collectively, the “**Conveyed Facilities**”). Conveyance of the Conveyed Facilities shall be contingent upon Connecting Party's review and acceptance of Company's records related to the Conveyed Facilities, including any drawings, weld records, material test reports, hydrostatic test data, and those materials furnished to Connecting Party pursuant to Section 2.07 herein. Connecting Party shall complete its review of Company records relating to the Conveyed Facilities within sixty (60) days of the Effective Date. For accounting purposes, the value of the Conveyed Facilities is [\$3,815,263]. Connecting Party and Company agree to execute any documentation necessary to effectuate the transfer of the Conveyed Facilities, representative examples of which are attached hereto as Exhibit D – Asset Transfer Documentation.

ARTICLE IV - OPERATION AND MAINTENANCE RESPONSIBILITIES

4.01 Operation and Maintenance of the Company Facilities.

4.01.1 Company or its designee, at its expense, will operate and maintain the Company Facilities. Such operation and maintenance will include but not be limited to the operation, calibration, testing, repair or replacement of the Custody EGM. Such operation and maintenance will be in accordance with the requirements of any federal, state or other governmental agency having jurisdiction and in accordance with sound and prudent natural gas pipeline industry practice.

4.01.2 The Custody EGM will calculate the custody transfer gas volumes through the measurement and regulation facility. Dekatherm quantities will be calculated on a dry BTU basis and otherwise in accordance with Company's FERC Gas Tariff. Company will have the right to shut-in the Interconnection without prior notice to Connecting Party in accordance with Company's FERC Gas Tariff as effective from time to time. Company's Gas Control, however, will notify Connecting Party's Gas Control as soon as practical thereafter.

4.02 Operation and Maintenance of the Connecting Party Facilities. Connecting Party will be solely responsible at its sole cost and expense for the operation and all maintenance of the Connecting Party Facilities. Such operation and maintenance will include but not be limited to repairs and/or replacements required in maintaining the Connecting Party Facilities. Such operation and maintenance will be in accordance with the requirements of any federal, state or other governmental agency having jurisdiction and in accordance with sound and prudent natural gas pipeline industry practice. Gas quality will be in accordance with the gas quality provisions of Company's FERC Gas Tariff. (doublecheck that you are not tied into temp requirements, they gave us freezing gas for years)

4.03 Exterior Upkeep and Grounds Maintenance of the Interconnecting Facilities. Unless otherwise agreed, Connecting Party will be solely responsible, at its sole cost and expense, for the upkeep of the Interconnecting Facilities, including but not limited to grounds-keeping maintenance. Such grounds upkeep responsibilities will include but not be limited to vehicular access, right-of-way repair and maintenance, and mowing. With respect to snow removal, Connecting Party shall be solely responsible for removal of snow on the driveway at the Interconnecting Facilities necessary to park vehicles. Notwithstanding the foregoing and for avoidance of doubt, Each Party shall be responsible for all other snow removal activities necessary to ensure safe access to facilities owned by such party.(wrong, each party is responsible for the land they own. Whoever owns the land is responsible for the landscaping, snow removal, fencing....etc)

1.04 Compliance. Each Party shall be responsible for complying with all applicable federal, state and local laws, statutes, regulations and/or ordinances, including but not limited to, handling all regulatory compliance activities and reporting associated with its ownership, operation and/or maintenance of its respective facilities as set forth in Exhibit A. In the event Connecting Party notifies Company that gas delivered by Company to Connecting Party does not satisfy the Quality of Gas requirements set forth in Company's tariff, in particular the Liquefiable Hydrocarbon Limit of Section 4.4 of said tariff, Company shall coordinate with Connecting Party to take liquid samples at mutually agreeable locations within five (5) business days of receipt of the notice and perform such testing as requested by Connecting Party. If failure to comply with Quality of Gas requirements is the result of Company's actions or inactions, Company shall cooperate with Connecting Party in the removal and proper disposal of any liquids that may contain hazardous substances and shall undertake appropriate measures to prevent the introduction of gas with Objectionable Properties, as defined in Section 4.3 of said tariff, into Connecting Party's distribution

system.

1.05 Connecting Party will operate and maintain the OPP and will inspect and test the OPP on an annual basis to establish that it is properly operated in accordance with Title 49 CFR Part 192. The OPP will be set at a pressure not to exceed pressure 780 psig, which equals 104% of the 750 psig MAOP of Connecting Party's Pipeline installed as part of this Agreement. Connecting Party may elect to set OPP that it operates and maintains at a lower value if needed.

ARTICLE V - NOTIFICATION

5.01 Each Party will promptly notify the other of any existing or reasonably likely future action, circumstance, condition, or occurrence that might reasonably be expected to have a material effect on the ability of such Party to perform its intended obligations under this Agreement. All notices and other communications between the Parties, unless otherwise specifically provided, will be in writing, delivered in person or sent via certified mail, or reputable overnight courier, return receipt requested, to the following addresses:

If to Connecting Party:

John F. Barrett
Director of Instrumentation and Regulation, NE
The Narragansett Electric Company d/b/a National Grid
39 Quincy Avenue
Braintree, MA 02184-4415
(781) 794-3545

[John Allocca]
Director of Gas Contracting and Compliance
The Narragansett Electric Company d/b/a National Grid
100 East Old Country Road
Hicksville, NY 11801
(516) 545-3108

If to Company:

1. Prior to facilities being placed in service:

Christopher Lombardi, Project Manager
Algonquin Gas Transmission, LLC
890 Winter Street, Suite 300
Waltham, MA 02451
(617) 560-1414

2. After facilities are placed in service:

Thomas Tirlia
Director of Technical Operations
Algonquin Gas Transmission, LLC
890 Winter Street
Suite 300
Waltham, MA 02451
(617) 560-1486

or to such other address as either Party from time to time may designate for itself.

ARTICLE VI - LIABILITIES

6.01 **INDEMNIFICATION BY CONNECTING PARTY.** CONNECTING PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, COMPANY'S AFFILIATES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF SUCH PARTIES (HEREINAFTER COLLECTIVELY CALLED THE "**COMPANY INDEMNIFIED PARTIES**") FROM AND AGAINST THE CLAIMS AND ACTIONS (AS HEREINAFTER DEFINED), AND UPON DEMAND BY COMPANY WILL PROTECT AND DEFEND THE COMPANY INDEMNIFIED PARTIES FROM SUCH CLAIMS AND ACTIONS, ALLEGED, ASSERTED OR SUFFERED BY OR ARISING IN FAVOR OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, CONNECTING PARTY, CONNECTING PARTY'S CONTRACTORS OR SUBCONTRACTORS OF EVERY TIER, THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INVITEES OF CONNECTING PARTY OR CONNECTING PARTY'S CONTRACTORS OR SUBCONTRACTORS OF EVERY TIER, ONE OR MORE OF THE COMPANY INDEMNIFIED PARTIES OR ANY THIRD PARTIES, AND WILL PAY ANY AND ALL JUDGMENTS OR SETTLEMENTS OF ANY KIND OR NATURE (TO INCLUDE INTEREST) AS WELL AS COURT COSTS, ATTORNEYS' FEES AND EXPENSES, AND ANY EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION, INCURRED BY, IMPOSED UPON OR RENDERED AGAINST ONE OR MORE OF THE COMPANY INDEMNIFIED PARTIES ON ACCOUNT OF ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES (INCLUDING DEATH) TO ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR ARISING OUT OF OR INCIDENTAL TO THE PERFORMANCE OF ITS OBLIGATIONS OR OMISSIONS OF CONNECTING PARTY IN CONNECTION WITH THIS AGREEMENT, WHETHER BEFORE OR AFTER COMPLETION OF SUCH ACTIVITIES, WHETHER BASED ON CONTRACT, ON TORT, OR PURSUANT TO ANY STATUTE, RULE OR REGULATION, AND REGARDLESS OF WHETHER THE CLAIMS AND ACTIONS ARE FORESEEABLE OR UNFORESEEABLE OR ARE FOUNDED IN WHOLE OR IN PART UPON THE JOINT, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF ONE OR MORE OF THE COMPANY INDEMNIFIED PARTIES.

6.02 **INDEMNIFICATION BY COMPANY.** COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE CONNECTING PARTY, ITS AFFILIATES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF SUCH PARTIES (HEREINAFTER COLLECTIVELY CALLED THE "**CONNECTING PARTY INDEMNIFIED PARTIES**") FROM AND AGAINST THE CLAIMS AND ACTIONS (AS HEREINAFTER DEFINED), AND UPON DEMAND BY CONNECTING PARTY WILL PROTECT AND DEFEND THE CONNECTING PARTY INDEMNIFIED PARTIES FROM SUCH CLAIMS AND ACTIONS, ALLEGED, ASSERTED OR SUFFERED BY OR ARISING IN FAVOR OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, COMPANY, COMPANY'S CONTRACTORS OR SUBCONTRACTORS OF EVERY TIER, THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INVITEES OF COMPANY OR COMPANY'S CONTRACTORS OR SUBCONTRACTORS OF EVERY TIER, ONE OR MORE OF THE CONNECTING PARTY INDEMNIFIED PARTIES OR ANY THIRD PARTIES, AND WILL PAY ANY AND ALL JUDGMENTS OR SETTLEMENTS OF ANY KIND OR NATURE (TO INCLUDE INTEREST) AS WELL AS COURT COSTS, ATTORNEYS' FEES AND EXPENSES, AND ANY EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION, INCURRED BY, IMPOSED UPON OR RENDERED AGAINST ONE OR MORE OF THE CONNECTING PARTY INDEMNIFIED PARTIES ON ACCOUNT OF ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES (INCLUDING DEATH) TO ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR ARISING OUT OF OR INCIDENTAL TO THE PERFORMANCE OF ITS OBLIGATIONS OR OMISSIONS OF COMPANY IN CONNECTION WITH THIS AGREEMENT, WHETHER BEFORE OR AFTER COMPLETION OF SUCH ACTIVITIES, WHETHER BASED ON CONTRACT, ON TORT, OR PURSUANT TO ANY STATUTE, RULE OR REGULATION, AND REGARDLESS OF WHETHER THE CLAIMS AND ACTIONS ARE FORESEEABLE OR UNFORESEEABLE OR ARE FOUNDED IN WHOLE OR IN PART UPON THE JOINT, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF ONE OR MORE OF THE CONNECTING PARTY INDEMNIFIED PARTIES.

6.03 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE INDEMNITY OBLIGATIONS OF THE PARTIES IN ARTICLES 6.01 AND 6.02 WILL NOT APPLY TO THE EXTENT THE CLAIMS AND ACTIONS FOR WHICH INDEMNIFICATION IS SOUGHT ARISE OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION.

6.04 As used herein, the term "**Claims and Actions**" will mean any and all direct or indirect claims, demands, actions, causes of action, suits, right of recovery for any relief or damages, debts, accounts, damages, costs, losses, liabilities, and expenses (including, without limitation, interest, court costs, attorneys' fees and expenses, and other costs of defense), of any kind or nature.

6.05 In the event that any statute or rule of law will be held applicable to any indemnity clause in favor of one or more of the Company Indemnified Parties, or the Connecting Party Indemnified Parties, as the case may be, which would render void, voidable, or unenforceable any such indemnity clause as to any Party by reason of any provisions contained in such statute or rule of law, then and in only such event, such indemnity clause will be deemed modified and read, construed and enforced as to such Party with respect to the provisions held to violate the statute or rule of law, to require indemnity by the indemnifying Party to the fullest extent required by such indemnity provision as modified and limited only to the degree or extent necessary to bring such indemnity into compliance with such statute or rule of law, but otherwise, the indemnity will remain in full force and effect and binding upon the parties hereto.

ARTICLE VII - ASSIGNMENTS

This Agreement may be assigned in whole by either Party, without the consent of the other Party, to an affiliate or any other company which will succeed it by purchase, merger, consolidation, or other transfer of substantially all the relevant assets of the original Party. Such successor will be entitled to the rights and will be subject to the obligations of its predecessor under this Agreement. Otherwise, neither Party will assign this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld. In no event will the Party assigning its interest be released from any of its obligations to the other Party. Nothing herein contained will prevent or restrict either Party from pledging, granting a security interest in, or assigning as collateral all or any portion of such Party's interest in this Agreement to secure any debt or obligation of such Party under any mortgage, deed of trust, security or similar instrument. It is stipulated and agreed by the Parties hereto that Company may, but will not be obligated, to assign and/or delegate its operation and maintenance responsibilities to one of its affiliates.

ARTICLE VIII - TERM AND TERMINATION

8.01 This Agreement will become effective as of the Effective Date and will remain in effect for as long as gas is transported through the Interconnecting Facilities.

8.02 Subsequent to such time, either Party may terminate this Agreement upon six (6) months prior written notice to the other Party.

ARTICLE IX - MISCELLANEOUS

9.01 **Purpose.** Company executes this Agreement solely to accomplish the Interconnection. Company makes no representation, warranty or guarantee, express or implied, by this Agreement that it will receive natural gas at this proposed point of connection. Any work initiated or expense incurred by Connecting Party herein will be at the sole cost and expense of Connecting Party. This Agreement is not an agreement to transport natural gas. If authority to enter into a transportation arrangement is not obtained or expires, Company, at its sole discretion, may require Connecting Party to disconnect the Connecting Piping within six (6) months following written notice by Company.

9.02 **Removal of Interconnecting Facilities.** No Party will remove any part of the Interconnecting Facilities until all transportation services through the Interconnecting Facilities have ceased and this

Agreement has terminated. Six (6) months' written notice of any Party's intent to remove any part of the Interconnecting Facilities must be given to the other Party prior such removal.

9.03 GOVERNING LAW; VENUE. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, EXCEPT FOR THE CONFLICT OF LAWS PROVISIONS THEREOF WHICH WOULD REFER A PARTY TO THE LAWS OF ANOTHER JURISDICTION. THE PARTIES SUBMIT EXCLUSIVELY TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF SUFFOLK COUNTY, MASSACHUSETTS AND WILL NOT SEEK TO REMOVE ANY PROCEEDING AND/OR CAUSE OF ACTION TO ANOTHER VENUE. HOWEVER, EITHER PARTY MAY, AS NECESSARY, SEEK EMERGENCY RELIEF FROM A COURT OF COMPETENT JURISDICTION.

9.04 Transportation Services. Transportation services rendered by Company will initially be performed pursuant to a transportation service agreement entered into under the Company's open-access transportation blanket certificate or any successor thereto and will be subject to the applicable provisions of the Company's FERC Gas Tariff and transportation service agreement.

9.05 Company Timing. Company will, as to Company Facilities, utilize reasonable efforts to install same in a prompt manner. It is, however, recognized and stipulated that limitations as to availability of personnel and/or materials may cause delays in the installation of such facilities. UNDER NO CIRCUMSTANCES WILL COMPANY BE DEEMED TO HAVE AGREED, BY ENTRY INTO THIS AGREEMENT, THAT THE COMPANY FACILITIES WILL BE INSTALLED BY ANY PARTICULAR DATE.

9.06 Independence. Nothing herein is intended to create a partnership, joint venture, agency or other relationship creating fiduciary or quasi fiduciary duties or similar duties or obligations, or otherwise to subject the Parties to joint and several or vicarious liability, or to impose any duty, obligation, or liability on a Party that would arise from joint and several or vicarious liability.

9.07 Force Majeure. "Force Majeure" will mean the following and only the following events which are beyond the reasonable control of the affected Party: acts of God (except as excluded herein) including lightning, fire, storm, flood and earthquake; insurrection; riot, strike, picketing, boycott, lockout or other labor disturbance; pipe mill breakdown; priority allocations of pipe or other materials; order, restraint or prohibition by the United States of America, or by any board, department, commission or agency of the United States having jurisdiction over the parties hereto or the work, or jurisdiction over parties supplying labor, material, or any item or items necessary or desirable to performance under the Agreement. Neither rain, snow, ice, nor any other adverse weather condition will be construed to be an event of Force Majeure, except for such adverse weather condition which would cause a reasonably prudent Party, after the exercise of due diligence and best efforts to avoid or overcome the same, to conclude that continued performance of the work would be perilous to men, equipment and the work, and would cause the performance limitations of the equipment being used for the performance of the work to be exceeded. If, by reason of an event of Force Majeure, either Connecting Party or the Company are completely or partially unable to carry out their obligations under the Agreement, then upon such Party's giving notice containing the full particulars of such event of Force Majeure, including the estimated duration of the event of Force Majeure to the other Party as soon as is reasonable under the circumstances, to be promptly confirmed by written notice from the receiving Party, the obligations of the Party giving such notice, so far as affected by such event of Force Majeure, will be

suspended during the continuance of any inability so caused, but for no longer period; and such cause will, as far as possible, be remedied by such Party with all reasonable dispatch. Failure to give such notice will waive any claim based on, in connection with, or as a result of, an event of Force Majeure.

9.08 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution of this Agreement by an electronic form of signature that is an exact copy of the original signature shall be deemed to be, and shall have the same effect as, execution by original signature, and an electronic form counterpart of this Agreement signed by all parties hereto shall be sufficient to bind all such parties.

9.09 Construction. In the event that any statute or rule of law should be held applicable to any provision(s) contained in this Agreement which would render void, violable or unenforceable any such provision(s) by reason of such provision(s) being contained herein, then, and only in such event, such provision(s) will be read, construed and enforced as to the parties as if such provision(s) which is held to violate the statute or rule of law was excluded from this Agreement, but only to the extent or degree by which such provision(s) is so held, and this Agreement will otherwise remain in force and effect and binding upon the parties.

9.10 Entire Agreement. This Agreement and the attached Exhibits constitute the entire agreement between the Company and Connecting Party regarding the subject matter hereof. None of these documents may be amended except by a writing signed by both parties. No promise, agreement or representation not set forth in this Agreement or an attached Exhibit will be of any force or effect. No modification or amendment hereof will be binding unless in writing and signed by a duly authorized representative of each Party.

9.11 Headings. All headings appearing in this Agreement are for convenience only, and will not be considered a part of this Agreement for any purpose or as in any way interpreting, construing or modifying this Agreement. All nouns and pronouns will be read to mean the masculine, feminine, singular and plural.

9.12 Waiver. No waiver by either Party of any right, or waiver of any default of the other in the performance of any of the provisions of this Agreement, will operate or be construed as a waiver of any future right or default, whether of a like or of a different nature.

9.13 Duly Authorized Representative. The individual executing this Agreement on behalf of each Party does hereby represent and warrant that he or she is duly authorized and empowered to execute same on behalf of his or her Party, and to fully bind that Party to all of the terms hereof.

9.14 No Drafting Bias. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be enforced and construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring either Party or its construction or interpretation of this Agreement by virtue of the authorship of any of terms or provisions of this Agreement.

9.15 Survival. The provisions of this Agreement which are intended to extend beyond its termination, including without limitation, the liability, indemnity and payment provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder

that are not fully discharged prior to the termination of this Agreement, shall survive termination to the extent necessary to effect the intent of the Parties and/or enforce such rights and obligations.

9.16 **Conflict.** In the event of any conflict between the Sections 1 – 10 of this Agreement and the Exhibits, the Exhibits will control.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year above first written.

ALGONQUIN GAS TRANSMISSION, LLC

By: Spectra Algonquin Management, LLC
Its Operator

By: _____

Name: _____

Title: _____

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT A - RESPONSIBILITY MATRIX

Company: AGT; Connecting Party: Narragansett Electric Company (NGrid)

| Facilities / Equipment^{1/} | Operation & Maintenance Responsibility | Ownership & Capital Replacement |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------|
| 1. Pipeline inlet tap valve consisting of one (1) 10-inch valve on Company's Pipeline. | AGT | AGT |
| 2. One (1) filter separator plus associated piping and valves | AGT | AGT |
| 3. Connecting Party's Heater Isolation Valve | NGrid | NGrid |
| 4. Two (2) 3.53 MMBTU/HR input gas heaters plus associated piping and valves | NGrid | NGrid |
| 5. Upstream OPP, including pressure monitor valves, associated pilot filters, instrumentation, piping, and isolation valves | NGrid | AGT |
| 6. Upstream Pressure Regulation, including pressure regulators, associated pilot filters, instrumentation, piping, and isolation valves | NGrid | NGrid |
| 7. Upstream Interconnecting Piping | AGT | AGT |
| 8. Meter Run | AGT | AGT |
| 9. M&R Building | AGT | AGT |
| 10. Interconnecting Piping | NGrid | NGrid |
| 11. OPP, pressure monitor valves, associated pilot filters, instrumentation, piping, and isolation valves | NGrid | NGrid |
| 12. Pressure Regulation, including pressure regulators, associated pilot filters, instrumentation, piping, and isolation valves | NGrid | NGrid |
| 13. OPP Building | NGrid | NGrid |
| 14. OPP Vaults & Supermonitors | NGrid | NGrid |
| 15. Custody EGM including RTU, Chromatograph, Telecommunications, Instrumentation and Controls Equipment ^{2/} | AGT | AGT |
| 16. Custody EGM Building | AGT | AGT |
| 17. AGT Communications at Facility | AGT | AGT |
| 18. Check EGM | NGrid | NGrid |
| 19. Check EGM Building | NGrid | NGrid |
| 20. NGrid Communications at Facility | NGrid | NGrid |
| 21. Odorant Injection Facilities, including all necessary tanks, pumps, instrumentation, controls and buildings | NGrid | NGrid |
| 22. Cathodic Protection Systems, Grounding Systems, and AC Mitigation Systems for Facilities O&M by AGT | AGT | AGT |
| 23. Cathodic Protection Systems, Grounding Systems, and AC Mitigation Systems for Facilities O&M by NGrid | NGrid | NGrid |
| 24. AC Power to Custody EGM Building, M&R Building and AGT operated equipment | AGT | AGT |
| 25. AC Power to Check EGM Building, OPP Building and NGrid operated equipment | NGrid | NGrid |
| 26. Backup generator ^{4/} | NGrid | NGrid |

Notes:

1/ Party that owns real estate shall be responsible for access, lawn maintenance, snow removal, road repair and fencing.

2/ Custody EGM subject to Exhibit A.2 Section 1(b).

3/

4/ NGrid shall have no liability for AGT's potential use of the backup generator.

EXHIBIT B – EGM DATA SIGNAL LICENSE

Algonquin Gas Transmission, LLC

ELECTRONIC GAS MEASUREMENT (EGM) DATA SIGNAL LICENSE

(revision June 20, 2016)

Effective this ____ day of _____ 2021, Algonquin Gas Transmission, LLC (“Algonquin”) hereby grants to The Narragansett Electric Company d/b/a National Grid (“User”) license and permission to utilize an electronic gas measurement data signal (the “Signal”) generated by Algonquin’s Remote Terminal Unit (“RTU”) for its own use at the East Providence (Wampanoag Trail) Meter Station #00010 in East Providence, Rhode Island (the “Site”) pursuant to the terms and conditions of this license (the “Signal License”) hereinafter set forth.

Terms and Conditions

1. The customer Signal License granted to User shall be for an annual term commencing on the day first written above and thereafter shall be subject to automatic annual renewals unless terminated or revoked as provided for herein.
2. At all times during the term of the Signal License and the term of any subsequent extension or renewal thereof, User shall utilize the Signal in compliance with any and all applicable federal, state, municipal, local or other laws, statutes, regulation, rules, ordinances, permits, approvals, conditions or other legal requirements of any sort including, but not limited to, those which require the making of any currently unforeseen or extraordinary changes, whether or not such requirements or changes involve a change of policy on the part of the governmental body enacting the same.
3. The Signal is being provided solely for informational purposes. The Signal provided from Algonquin’s RTU equipment is not subject to an emergency or priority repair should higher priority work be required to be performed by Algonquin on any other equipment in any manner.
4. Algonquin shall make a reasonable effort to service and repair any and all Signal equipment as is necessary from time to time, during normal working hours. In no way shall Algonquin be held liable or responsible in any manner whatsoever for any defective or abnormal operation of the Signal.
5. The customer Signal will be provided via a read-only serial communications port from Algonquin’s RTU. Algonquin and User agree that the operational data set forth in the attached “Set EGM Data Signal License agreement Typical Customer Modbus Interface” attached hereto, is the data that will be made available to User. This signal data list will be maintained by Algonquin in the database of the RTU and Algonquin will make a best effort not to alter it. Algonquin shall not be held responsible in any manner whatsoever for corruption or loss of this data. It is the sole responsibility of User to install at its expense all telecommunication, transmitting/receiving equipment and all wiring/connections necessary for User to receive, decipher and utilize the Signal, and to monitor its own equipment to ensure that proper Signal values required by User’s equipment are correct. Algonquin is providing access to the Signal and the data therefrom to User as a convenience to User. **ALGONQUIN MAKES NO WARRANTY AS TO THE OPERATION OF, OR ACCURACY OF THE DATA PROVIDED VIA THE SIGNAL, AND TAKES**

NO RESPONSIBILITY FOR USER'S USE OF THE SIGNAL AND DATA SUPPLIED THEREFROM, SINCE IT IS BEING SUPPLIED FOR INFORMATIONAL PURPOSES ONLY AND AS AN ACCOMMODATION TO USER.

6. The Signal from Algonquin's RTU is required to be electrically isolated from User's equipment through the use of an optically coupled signal repeater or similar device supplied by User and approved in advance, in writing, by the Manager, Measurement and Telecommunications for Algonquin.
7. User shall be billed and agrees to pay all charges for labor and parts for all repair of any damage to Algonquin's RTU directly caused by User interface.
8. Algonquin and User agree that the provisions of the Signal License granted or contemplated herein do not constitute a rate, charge, classification, or service, or a rule, regulation, or contract relating thereto within the provisions of the Natural Gas Act (15 U.S.C. § 717 *et seq.*) and no filing of this Signal License with the Federal Energy Regulatory Commission is intended by User or Algonquin.
9. Algonquin and User further agree that the use of the Signal by User shall not constitute facilities subject to the jurisdiction of the Federal Energy Regulatory Commission.
10. User assumes entire responsibility and liability and agrees to forever, absolutely and unconditionally indemnify, hold harmless, defend and release Algonquin, its members, parents, subsidiaries, and affiliates and any and all of the officers, directors, agents, servants, employees, representatives, successors and assigns of each such party from and against any and all losses, damages, liens, claims, debts, statements of claim, demands, bonds, costs, judgments, expenses and penalties, including, but not limited to, attorneys' fees, experts' fees and/or other liabilities allegedly sustained by any person or entity or property of any person or entity or the environment or any federal, state, local or municipal governmental entity or any other entity including User, or its property, its employees, officers, agents, contractors, subcontractors or property thereof, as a result of any of the actions or inactions of User or any of its agents, officers, employees, contractors, subcontractors or any other party or person or acts of God or Nature or any other unforeseen events commonly characterized as force majeure arising out of the use of the Signal by User or any of its agents, officers, employees, contractors, subcontractors or any other party or person with respect to the Signal in any manner, including, but not limited to, the operation of User's plant facilities or to any other equipment of User or any of its agents, officers, employees, contractors, subcontractors or any other party or any other person located at or about the Site, except as may be directly caused by or resulting from the sole misconduct or gross negligence of Algonquin. For purposes of the foregoing sentence, the term "person" shall include but not be limited to Algonquin and other third parties.
11. Each of the obligations of User set forth in this Signal License shall survive the expiration of the term specified in Paragraph 1 above, including any and all extensions or renewals thereof, and/or termination of the Signal License for a period of three (3) years from any such expiration or termination; provided, User's obligations specified in Paragraph 10 above shall survive without limitation any such expiration or termination.
12. Notwithstanding any other provisions of this Signal License, User agrees to promptly and in a workman-like manner cease all use of the Signal at any time and from time to time

upon Algonquin's request and in Algonquin's sole discretion. Furthermore, notwithstanding any other provisions herein of this License, this Signal License may be terminated at any time upon written notice by Algonquin to User, and in such event User agrees to cease all use of the Signal within thirty (30) days of such notice.

13. The terms and conditions of the Signal License shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, personal representatives, legal representatives, successors, and assigns.
14. Any changes or modifications of any nature relating to any of the above matters must be reviewed and approved by the Manager, Measurement and Telecommunications for in writing, in advance, and approval of said changes by Algonquin shall be in its sole reasonable discretion.
15. The interpretation and performance of this Signal License shall be in accordance with the laws of the Commonwealth of Massachusetts without recourse to the law governing conflict of laws. This Signal License and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter herein, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.
16. Any notice provided for in this Signal License, or any notice which either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as follows:

Algonquin:

Joseph G. Dellaquila
Supervisor, Measurement & Telecommunications
2601 Market Place Street, Suite 400
Harrisburg, PA 17110

National Grid:

John F. Barrett
Director of Instrumentation and Regulation, NE
The Narragansett Electric Company d/b/a National Grid
39 Quincy Avenue
Braintree, MA 02184-4415
(781) 794-3545

John Allocca
Director of Gas Contracting and Compliance
The Narragansett Electric Company d/b/a National Grid
100 East Old Country Road
Hicksville, NY 11801
(516) 545-3108

or such other address as either party shall designate by formal written notice.

By the signature of the authorized individuals below, User and Algonquin hereby accept and agree to the terms and conditions of the Signal License.

**THE NARRAGANSETT ELECTRIC
COMPANY d/b/a NATIONAL GRID**

By: _____

Name: _____

Title: _____

**ALGONQUIN GAS TRANSMISSION, LLC
By: Spectra Algonquin Management, LLC
Its Operator**

By: _____

Name: _____

Title: _____

SET EGM DATA SIGNAL LICENSE AGREEMENT

TYPICAL CUSTOMER MODBUS INTERFACE (revision June 20, 2016)

Baud Rate: 9,600 - 19,200
Data Bits: 8
Parity: None
Stop Bits: 1
Protocol: Modbus RTU
Slave Address: 1
Register Size: 32-Bit Floating Point
FP Format: Daniel Floating Point Format

| Modbus Register# | Description | Units |
|------------------|-------------------------------------|----------|
| 7001 | Station Daily Flow Rate | MSCF/Day |
| 7002 | Station Energy Rate | DTH/Day |
| 7003 | Station Current Day Volume | MSCF |
| 7004 | Station Current Day Energy | DTH |
| 7005 | Station Previous Day Volume | MSCF |
| 7006 | Station Previous Day Energy | DTH |
| 7007 | Station Current Month Volume | MSCF |
| 7008 | Station Current Month Energy | DTH |
| 7009 | Station Previous Month Volume | MSCF |
| 7010 | Station Previous Month Energy | DTH |
| 7012 | Downstream Pressure | PSIG |
| 7013 | Run #1 Temperature | Deg F |
| 7014 | Run #1 Pressure | PSIG |
| 7015 | Run #1 Actual Flow Rate | MACF/Day |
| 7016 | Run #1 Corrected Flow Rate | MSCF/Day |
| 7017 | Run #2 Temperature (Future) | Deg F |
| 7018 | Run #2 Pressure (Future) | PSIG |
| 7019 | Run #2 Actual Flow Rate (Future) | MACF/Day |
| 7020 | Run #2 Corrected Flow Rate (Future) | MSCF/Day |
| 7029 | BTU Content | BTU/SCF |
| 7030 | Specific Gravity | |
| 7031 | CO2 Content | % |
| 7032 | Nitrogen Content | % |
| 7033 | Methane Content | % |
| 7034 | Ethane Content | % |
| 7035 | Propane Content | % |
| 7036 | N-Butane Content | % |
| 7037 | I-Butane Content | % |
| 7038 | N-Pentane Content | % |
| 7039 | I-Pentane Content | % |
| 7040 | Neo-Pentane | % |
| 7041 | C6+ Content | % |
| 7042 | Wobbe Index | |

EXHIBIT D

Asset Transfer Documentation

ASSET TRANSFER DOCUMENTATION

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this “Bill of Sale”) is dated as of this ____ day of [____], by and between Algonquin Gas Transmission, LLC (“AGT”), a Delaware limited liability company, with an office in Waltham, Massachusetts (“Seller”), and The Narragansett Electric Company d/b/a National Grid, a Rhode Island Corporation with an office in Hicksville, New York (“Purchaser”).

RECITALS:

A. Seller is the owner of certain portions of the East Providence (Wampanoag Trail) Meter Station #00010, located in East Providence, Rhode Island including Heater Isolation Valve, Heaters, Upstream OPP and Upstream Pressure Regulation, and Connecting Party’s Isolation Valve (all capitalized terms used herein that are not defined have the meaning given to them in the Construction, Ownership and Operation Agreement entered into by Seller and Purchaser on _____) (collectively, the “Assets”); and

B. Purchaser desires to purchase, and Seller desires to sell, the Assets pursuant to the terms of this Bill of Sale.

NOW THEREFORE, for and in consideration of payments made, or to be made, by Connecting Party in accordance with, and through, the Construction, Ownership and Operation Agreement entered into by Seller and Purchaser on _____) and other good and valuable consideration, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Conveyance of Assets.

Seller hereby grants, bargains, conveys, sells, assigns and transfers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller, the Assets.

TO HAVE AND TO HOLD, all the Assets hereby conveyed, assigned, sold, and transferred to Purchaser and its successors and assigns, absolutely, to and for its own use and benefit forever.

2. Authority; Title.

(a) Seller hereby covenants that it has the corporate right, power and authority and has been duly authorized by all necessary corporate action, to convey the Assets as provided herein.

(b) Seller warrants that it has good and indefeasible title to the Assets and that Purchaser will acquire same pursuant to this Bill of Sale free and clear of any and all liens, encumbrances or restrictions whatsoever.

3. Disclaimer of Warranties. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS BILL OF SALE, SELLER HAS MADE AND SHALL NOT BE DEEMED (BY REASON OF THE EXECUTION OF ANY BILL OF SALE OR OTHER INSTRUMENT REFERENCED HEREIN) TO HAVE MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE TITLE OR THE CONDITION OR STATE OF REPAIR OF ANY OR ALL OF THE ASSETS, THEIR VALUE, COMPLETENESS, QUALITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR USES OR PURPOSES, OR ANY ENVIRONMENTAL MATTERS; AND (B) PURCHASER ACCEPTS THE ASSETS ON AN “AS IS – WHERE IS, WITH ALL FAULTS” BASIS. THE PROVISIONS OF THIS SECTION 3 HAVE BEEN NEGOTIATED AT ARMS-LENGTH AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY AND ALL WARRANTIES OR REPRESENTATIONS BY SELLER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSETS, EXCEPT FOR SUCH REPRESENTATIONS AND WARRANTIES AS SELLER HAS MADE IN WRITING TO PURCHASER IN THIS BILL OF SALE.

4. Further Assurances. At any time and from time to time hereafter, Seller will, upon the request of Purchaser, at Purchaser’s expense, do, execute, acknowledge, and deliver or cause to be done, delivered, executed or acknowledged, all such further acts, deeds, assignments, bills of sale, transfers, conveyances, certificates, affidavits, opinions of counsel, powers of attorney and other assurances that may be reasonably required for the better assigning, transferring, granting, conveying, assuming and confirming to Purchaser the Assets; provided, however, that notwithstanding the foregoing, in no event shall Seller be required to take any action or provide any documentation which would impose any obligations or liabilities upon Seller beyond those set forth in this Bill of Sale.

5. Survival. The representations and warranties contained in this Bill of Sale shall survive the execution and delivery of this Bill of Sale.

6. Modification and Waivers. This Bill of Sale may be modified, amended or changed only by an instrument in writing signed by the party against whom enforcement is sought. No waiver of the performance of any term or provision hereof shall be valid or effective for any purpose unless such waiver shall be in writing and signed by the party against whom enforcement of the same is sought.

7. Notices. All notices, requests, demands and other communications which are required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or when mailed first class, postage prepaid, addressed as follows:

If to Seller, to:

Algonquin Gas Transmission, LLC
890 Winter Street
Suite 320
Waltham, MA 02451
(617) 560-1414

If to Purchaser, to:



Director of Instrumentation and Regulation, NE
The Narragansett Electric Company d/b/a National Grid
39 Quincy Avenue
Braintree, MA 02184-4415
(781) 794-3545



Director of Gas Contracting and Compliance
The Narragansett Electric Company d/b/a National Grid
100 East Old Country Road
Hicksville, NY 11801
(516) 545-3108

8. Entire Agreement. This Bill of Sale constitutes the entire agreement of the Parties relating to the specific subject matter hereof.
9. Headings. The headings of this Bill of Sale are inserted for convenience of reference only and shall not be part of or control or affect the meaning hereof.
10. Counterparts. This Bill of Sale may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. Governing Law. This Bill of Sale shall be construed and enforced in accordance with and governed by the laws of the state of New York except for the conflict of laws provisions thereof, which would refer a party to the laws of another jurisdiction.

(Signatures on following page)

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale to be executed as of the day and year first written above.

Algonquin Gas Transmission, LLC
By: Spectra Algonquin Management, LLC
Its Operator

By: _____

Name: _____

Title: _____

The Narragansett Electric Company
d/b/a National Grid

By: _____

Name: _____

Title: _____

CONSTRUCTION, OWNERSHIP AND OPERATION AGREEMENT

BETWEEN

ALGONQUIN GAS TRANSMISSION, LLC

AND

THE NARRAGANSETT ELECTIC COMPANY d/b/a NATIONAL GRID

FOR

EAST PROVIDENCE (WAMPANOAG TRAIL) (M&R 00010)

IN

EAST PROVIDENCE, RHODE ISLAND

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CONSTRUCTION, OWNERSHIP AND OPERATION AGREEMENT

This Construction, Ownership and Operation Agreement ("**Agreement**") is made this _____ day _____, 2021 ("Effective Date") by and between Algonquin Gas Transmission, LLC ("**Company**"), a Delaware limited liability company, with an office in Waltham, Massachusetts and The Narragansett Electric Company d/b/a National Grid ("**Connecting Party**"), a Rhode Island corporation with an office in Hicksville, New York (the "**Parties**" hereto; each is a "**Party**").

WITNESSETH:

WHEREAS, Company is a company rendering interstate natural gas transmission services; and

WHEREAS, there is an existing delivery point and an interconnection between Connecting Party's two (2) 12-inch diameter, 99 pounds per square inch gauge ("psig") pipelines (collectively, the "**Connecting Party's Pipeline**") and Company's 10-inch diameter Line No. G-5 at approximate milepost 9.812 in Providence County, Rhode Island ("**Company's Pipeline**") through which Connecting Party receives up to 96,000 dekatherms per day ("**Dth/d**") of natural gas from Company (the "**Interconnection**"); and

WHEREAS, Connecting Party has requested that the existing heaters that are a part of the Interconnecting Facilities (as further defined below) be replaced with heaters that will meet specifications as provided by Connecting Party; and

WHEREAS, Company has examined information provided by Connecting Party, and has determined that the installation and operation of the heaters is required to accommodate the gas flow through the Interconnection and Company is willing to agree to the installation and operation of the heaters under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, above, and the mutual covenants hereinafter set forth, Company and Connecting Party (the "**Parties**" hereto; each is a "**Party**") agree as follows:

ARTICLE I - FACILITY DESCRIPTION AND LOCATION

1.01 **Interconnecting Facilities.** The Interconnection consists of facilities required to deliver gas to Connecting Party, together such facilities collectively comprising the "**Interconnecting Facilities**". Such Interconnecting Facilities consist of the following (See Exhibit C – *Schematic of Interconnecting Facilities*):

- a. The pipeline inlet tap valve consisting of one (1) 10-inch valve on Company's Pipeline (the "**Tap**").
- b. One (1) filter separator ("**Filter Separator**") plus associated piping and valves located downstream of the Tap.
- c. The heater isolation valve consisting of a valve that Connecting Party shall utilize to isolate and purge its Heater Facilities which shall be located downstream of the last Company-operated valve at the Filter Separator Facilities, with no other branches or

appurtenances in the piping other than a blowdown/vent valve located immediately upstream of the isolation valve (“**Connecting Party’s Heater Isolation Valve**”).

- d. Two (2) 3.53 MMBTU/HR input gas heaters (“**Heaters**”) plus associated piping and valves which shall be located downstream of the Filter Separator Facilities and shall replace two (2) existing 1.5 MMBTU Natco water bath heaters.
- e. The measuring and regulating station (“**M&R**”) which includes the following, including all applicable instrumentation:
 - i. Overpressure protection equipment including associated piping and valves upstream of Meter Run (“**Upstream OPP**”).
 - ii. Pressure regulation equipment including associated piping and valves upstream of Meter Run (“**Upstream Pressure Regulation**”).
 - iii. The upstream interconnecting piping, consisting of piping between the Upstream Pressure Regulation and the Meter Run (“**Upstream Interconnecting Piping**”).
 - iv. Two (2), 12-inch Orifice Meters and a complete set of orifice plates from 0.2 to 0.6 Beta ratio in ½-inch increments, seal ring, plus associated piping, valves, both inlet and outlet insulating flanges (collectively, the “**Meter Run**”).
 - v. A building to enclose Meter Run, Upstream OPP and Upstream Pressure Regulation (“**M&R Building**”).
 - vi. The Interconnecting Piping, consisting of piping between the Custody Transfer Flange at the outlet of the Meter Run and Connecting Party’s OPP and Pressure Regulation Facilities (“**Interconnecting Piping**”).
 - vii. Overpressure protection equipment including associated piping and valves downstream of Meter Run (“**OPP**”).
 - viii. Pressure regulation equipment including associated piping and valves downstream of Meter Run (“**Pressure Regulation**”).
 - ix. A building to enclose above grade OPP and Pressure Regulation Facilities (“**OPP Building**”).
- f. The custody electronic gas measurement (“**EGM**”) equipment consisting of a climate controlled EGM enclosure or building, battery charger/solar power and associated power equipment, analog/multivariable transmitters (static pressure, differential pressure and temperature), remote terminal unit (“**RTU**”), radio/satellite telecommunications equipment, freestanding radio tower, gas chromatograph, and associated equipment and instrumentation (collectively, the “**Custody EGM**”).

- g. The check EGM equipment consisting of an EGM enclosure or building, power equipment, transmitters, RTU, communications equipment, and all associated equipment and instrumentation (collectively, the "**Check EGM**"). Connecting Party shall provide its own EGM enclosure or building.
- h. Overpressure protection vaults and supermonitor equipment including associated piping and valves, located downstream of OPP building and upstream of distribution system ("**OPP Supermonitors**").

1.02 Limitations and Additional Facilities.

1. If (i) Connecting Party desires to receive a gas volume through the Meter Run that exceeds an orifice meter tube beta ratio of 0.6, falls below the beta ratio of 0.2, or exceeds a pressure differential of 180 inches in water column with a turndown range of 10:1; or (ii) Connecting Party desires to receive a gas volume through the Meter Run that exceeds an ultrasonic meter gas flow velocity of 80 feet per second or is less than 3 feet per second; or (iii) Connecting Party desires to receive a gas volume that exceeds the maximum meter capacity of Dth/day or falls below the meter capacity of Dth/day at average conditions, as noted below

| Approximate Meter Maximum (Dth/d) | Approximate Meter Minimum (Dth/d) | Average Pressure (psig) | Average Temperature (F) | Average Specific Gravity | Average Heating Value (Btu/scf) |
|-----------------------------------|-----------------------------------|-------------------------|-------------------------|--------------------------|---------------------------------|
| 138,266 | 7,088 | 187 | 51 | 0.566 | 1,027 |

then Connecting Party must bring the gas volume into compliance with (i) – (iii) in this section within twenty-four (24) hours of Connecting Party’s actual knowledge or twenty-four hours (24) from the point-in-time when Connecting Party reasonably should have known of such non-compliance. If Connecting Party wishes to exceed (i)-(iii) then, at Connecting Party’s sole cost and expense, certain additional facilities, as specified by Company, will be installed (any additional facilities installed as a result of this Section 1.02 collectively referred to as “**Additional Facilities**”). Additional Facilities will be considered a part of the Interconnecting Facilities. Within thirty (30) days of receiving written notice of such requirement from Company, Connecting Party must notify Company in writing whether it will (a) continue to maintain a gas volume that is in compliance with (i) – (iii) in this section; (b) agree, in writing, to install, or to the installation by Company of, the Additional Facilities; or (c) terminate the Interconnection and this Agreement according to the terms set forth this Agreement.

ARTICLE II - ENGINEERING, CONSTRUCTION AND RIGHTS-OF-WAY

2.01 **Interconnecting Facilities.** Company will carry out design, material specification, procurement, permitting, construction, testing and project management for the installation of the Heaters. Company or its designee will prepare and file any necessary FERC filings and exhibits, and any other necessary regulatory filings and exhibits, in connection with the Heaters, which filings will be reasonably supported by Connecting Party. The Interconnecting Facilities will be designed to American National Standards Institute (“**ANSI**”) 600 with a maximum allowable operating pressure (“**MAOP**”) of 750 psig. All designs and material specifications of the Heaters will be in accordance with Title 49 CFR Part 192, Connecting

Party design standards, and applicable federal, state and local laws and regulations and sound and prudent natural gas pipeline industry practices. Additionally, Company will secure all environmental, construction and other permits required for the Heaters.

2.02 **Custody EGM.** The Custody EGM must be operational prior to first flow. Exhibit B – *EGM Data Signal License* provides the form of agreement for the terms and conditions under which Connecting Party may install and maintain electronic data gathering devices to connect to Company’s Custody EGM.

2.03 **Power at the Interconnection.** Company will install, at its sole cost and expense, commercial electrical power to the Interconnecting Facilities. Each Party shall be responsible for payment for its electric usage.

2.04 **Communications at the M&R.** Company will utilize existing VSAT communications. Connecting Party, at its sole cost and expense, will install and maintain a conventional telephone line (“Line”) to the Interconnecting Facilities and pay all monthly expenses for operation of the Line. Use of the Line will be directly limited to operation and maintenance of the Interconnecting Facilities.

2.05 **Meter Site, Access and Conveyance.** Connecting Party shall acquire all necessary property rights for the Connecting Party Facilities and Custody EGM, and road access to and egress from the Interconnection facilities; to the extent that the foregoing facilities are located on property owned by the Company, the Company hereby provides the Connecting Party with the rights to use a suitable portion of the Company’s property as are required for the Interconnection (“Site”). Connecting Party shall provide and maintain, at its sole cost and expense, an all-weather meter site and an all-weather road for access to and egress from the Interconnection facilities by the Connecting Party and Company. Connecting Party does hereby convey to Company, at no cost to Company, the right to occupy and use a suitable portion of the Connecting Party’s property for operation and maintenance of those Company Facilities as Company determines in the applicable attachment to Exhibit A are required for the Site for the term applicable to the subject Interconnection and the right to remove all Company's equipment there from within a reasonable time after termination of this Agreement. Such right will include the right of ingress and egress at all times upon Connecting Party’s property and the Site for purposes of the construction, installation, testing, operation and maintenance of subject Company Facilities. In each instance, Connecting Party will warrant that it has sufficient rights to the Site to so convey to the Company. The Parties agree to provide notice in advance of any access to the Station.

2.06 **Commissioning Plan.** Company, at least ten (10) days prior to commissioning the Heaters, will submit to Connecting Party a detailed commission plan for Connecting Party’s review.

2.07 **As-Built Drawings.** Company, within sixty (60) days after completion of all of its activities as herein contemplated, will furnish to Connecting Party as-built information, including three (3) sets of all "As-Built" drawings, for the Heaters.

ARTICLE III – REIMBURSEMENT OF COSTS AND OWNERSHIP

Prepayment amount - \$960,000 – through letter dated 10/17/21
Total estimated cost - \$4,924,100
Algonquin to pay - \$984,820
Grid total - \$3,815,263.20

3.01 **Reimbursement.** Connecting Party will reimburse Company 100% for those costs and expenses that are to be incurred by Company to install the Connecting Party Facilities, for Company to review and inspect the installation of the Connecting Party Facilities, and for Company to acquire an easement for installation of the Company Facilities, and including, but not limited to administrative, general, supervision, engineering, overhead costs and expenses, and income taxes.

Prepayment. The Interconnect constructed under the terms of this Agreement, Company shall provide Connecting Party with total estimated reimbursement cost obligation as a part of the applicable schedule to Exhibit A (each is a “**Prepayment**”). Connecting Party understands that such estimated reimbursement cost may not equal Company's total, invoiced cost, and that Connecting Party nevertheless will be responsible for payment of the entire invoiced cost upon completion of the subject project. CONNECTING PARTY WILL REMIT THE PREPAYMENT FOR THE SUBJECT PROJECT TO COMPANY UPON CONNECTING PARTY'S EXECUTION OF THE APPLICABLE ATTACHMENT TO EXHIBIT A OF THIS AGREEMENT.

Reconciliation. The Parties agree that upon determination of the actual costs and expenses, both direct and indirect, incurred by Company in connection with or as a result of the design, material specification, material procurement, construction, testing, installation and project management of the Company Facilities and other related matters set forth herein for the Interconnect, an accounting between the Parties will be made as promptly as practicable thereafter to the effect that Company will reimburse Connecting Party for that portion of the Prepayment that is in excess of such costs and expenses or Connecting Party will reimburse Company for that portion of such costs and expenses that were incurred by Company in excess of the Prepayment, as the case may be. The excess or shortage will be paid within thirty (30) days of such determination.

3.01 **Ownership.** Connecting Party will own the Connecting Party Facilities and Company will own the Company Facilities. Ownership of the Connecting Party Facilities and the Company Facilities is set forth in Exhibit A – *Responsibility Matrix* and illustrated in Exhibit C – *Schematic of Interconnecting Facilities*.

3.02 **Conveyed Facilities.** Company shall transfer, deliver and convey, [at no cost to Connecting Party], title to certain portions of the Interconnecting Facilities, which Company is responsible for constructing. These facilities include the Connecting Party's Heater Isolation Valve, Heaters, Upstream OPP and Upstream Pressure Regulation (collectively, the “**Conveyed Facilities**”). Conveyance of the Conveyed Facilities shall be contingent upon Connecting Party's review and acceptance of Company's records related to the Conveyed Facilities, including any drawings, weld records, material test reports, hydrostatic test data, and those materials furnished to Connecting Party pursuant to Section 2.07 herein. Connecting Party shall complete its review of Company records relating to the Conveyed Facilities within sixty (60) days of the Effective Date. For accounting purposes, the value of the Conveyed Facilities is [\$3,815,263]. Connecting Party and Company agree to execute any documentation necessary to effectuate the transfer of the Conveyed Facilities, representative examples of which are attached hereto as Exhibit D – Asset Transfer Documentation.

ARTICLE IV - OPERATION AND MAINTENANCE RESPONSIBILITIES

4.01 Operation and Maintenance of the Company Facilities.

4.01.1 Company or its designee, at its expense, will operate and maintain the Company Facilities. Such operation and maintenance will include but not be limited to the operation, calibration, testing, repair or replacement of the Custody EGM. Such operation and maintenance will be in accordance with the requirements of any federal, state or other governmental agency having jurisdiction and in accordance with sound and prudent natural gas pipeline industry practice.

4.01.2 The Custody EGM will calculate the custody transfer gas volumes through the measurement and regulation facility. Dekatherm quantities will be calculated on a dry BTU basis and otherwise in accordance with Company's FERC Gas Tariff. Company will have the right to shut-in the Interconnection without prior notice to Connecting Party in accordance with Company's FERC Gas Tariff as effective from time to time. Company's Gas Control, however, will notify Connecting Party's Gas Control as soon as practical thereafter.

4.02 Operation and Maintenance of the Connecting Party Facilities. Connecting Party will be solely responsible at its sole cost and expense for the operation and all maintenance of the Connecting Party Facilities. Such operation and maintenance will include but not be limited to repairs and/or replacements required in maintaining the Connecting Party Facilities. Such operation and maintenance will be in accordance with the requirements of any federal, state or other governmental agency having jurisdiction and in accordance with sound and prudent natural gas pipeline industry practice. Gas quality will be in accordance with the gas quality provisions of Company's FERC Gas Tariff. (doublecheck that you are not tied into temp requirements, they gave us freezing gas for years)

4.03 Exterior Upkeep and Grounds Maintenance of the Interconnecting Facilities. Unless otherwise agreed, Connecting Party will be solely responsible, at its sole cost and expense, for the upkeep of the Interconnecting Facilities, including but not limited to grounds-keeping maintenance. Such grounds upkeep responsibilities will include but not be limited to vehicular access, right-of-way repair and maintenance, and mowing. With respect to snow removal, Connecting Party shall be solely responsible for removal of snow on the driveway at the Interconnecting Facilities necessary to park vehicles. Notwithstanding the foregoing and for avoidance of doubt, Each Party shall be responsible for all other snow removal activities necessary to ensure safe access to facilities owned by such party. (wrong, each party is responsible for the land they own. Whoever owns the land is responsible for the landscaping, snow removal, fencing....etc)

1.04 Compliance. Each Party shall be responsible for complying with all applicable federal, state and local laws, statutes, regulations and/or ordinances, including but not limited to, handling all regulatory compliance activities and reporting associated with its ownership, operation and/or maintenance of its respective facilities as set forth in Exhibit A. In the event Connecting Party notifies Company that gas delivered by Company to Connecting Party does not satisfy the Quality of Gas requirements set forth in Company's tariff, in particular the Liquefiable Hydrocarbon Limit of Section 4.4 of said tariff, Company shall coordinate with Connecting Party to take liquid samples at mutually agreeable locations within five (5) business days of receipt of the notice and perform such testing as requested by Connecting Party. If failure to comply with Quality of Gas requirements is the result of Company's actions or inactions, Company shall cooperate with Connecting Party in the removal and proper disposal of any liquids that may contain hazardous substances and shall undertake appropriate measures to prevent the introduction of gas with Objectionable Properties, as defined in Section 4.3 of said tariff, into Connecting Party's distribution

system.

1.05 Connecting Party will operate and maintain the OPP and will inspect and test the OPP on an annual basis to establish that it is properly operated in accordance with Title 49 CFR Part 192. The OPP will be set at a pressure not to exceed pressure 780 psig, which equals 104% of the 750 psig MAOP of Connecting Party's Pipeline installed as part of this Agreement. Connecting Party may elect to set OPP that it operates and maintains at a lower value if needed.

ARTICLE V - NOTIFICATION

5.01 Each Party will promptly notify the other of any existing or reasonably likely future action, circumstance, condition, or occurrence that might reasonably be expected to have a material effect on the ability of such Party to perform its intended obligations under this Agreement. All notices and other communications between the Parties, unless otherwise specifically provided, will be in writing, delivered in person or sent via certified mail, or reputable overnight courier, return receipt requested, to the following addresses:

If to Connecting Party:

John F. Barrett
Director of Instrumentation and Regulation, NE
The Narragansett Electric Company d/b/a National Grid
39 Quincy Avenue
Braintree, MA 02184-4415
(781) 794-3545

[John Allocca]
Director of Gas Contracting and Compliance
The Narragansett Electric Company d/b/a National Grid
100 East Old Country Road
Hicksville, NY 11801
(516) 545-3108

If to Company:

1. Prior to facilities being placed in service:

Christopher Lombardi, Project Manager
Algonquin Gas Transmission, LLC
890 Winter Street, Suite 300
Waltham, MA 02451
(617) 560-1414

2. After facilities are placed in service:

Thomas Tirlia
Director of Technical Operations
Algonquin Gas Transmission, LLC
890 Winter Street
Suite 300
Waltham, MA 02451
(617) 560-1486

or to such other address as either Party from time to time may designate for itself.

ARTICLE VI - LIABILITIES

6.01 **INDEMNIFICATION BY CONNECTING PARTY.** CONNECTING PARTY SHALL INDEMNIFY AND HOLD HARMLESS THE COMPANY, COMPANY'S AFFILIATES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF SUCH PARTIES (HEREINAFTER COLLECTIVELY CALLED THE "**COMPANY INDEMNIFIED PARTIES**") FROM AND AGAINST THE CLAIMS AND ACTIONS (AS HEREINAFTER DEFINED), AND UPON DEMAND BY COMPANY WILL PROTECT AND DEFEND THE COMPANY INDEMNIFIED PARTIES FROM SUCH CLAIMS AND ACTIONS, ALLEGED, ASSERTED OR SUFFERED BY OR ARISING IN FAVOR OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, CONNECTING PARTY, CONNECTING PARTY'S CONTRACTORS OR SUBCONTRACTORS OF EVERY TIER, THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INVITEES OF CONNECTING PARTY OR CONNECTING PARTY'S CONTRACTORS OR SUBCONTRACTORS OF EVERY TIER, ONE OR MORE OF THE COMPANY INDEMNIFIED PARTIES OR ANY THIRD PARTIES, AND WILL PAY ANY AND ALL JUDGMENTS OR SETTLEMENTS OF ANY KIND OR NATURE (TO INCLUDE INTEREST) AS WELL AS COURT COSTS, ATTORNEYS' FEES AND EXPENSES, AND ANY EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION, INCURRED BY, IMPOSED UPON OR RENDERED AGAINST ONE OR MORE OF THE COMPANY INDEMNIFIED PARTIES ON ACCOUNT OF ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES (INCLUDING DEATH) TO ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR ARISING OUT OF OR INCIDENTAL TO THE PERFORMANCE OF ITS OBLIGATIONS OR OMISSIONS OF CONNECTING PARTY IN CONNECTION WITH THIS AGREEMENT, WHETHER BEFORE OR AFTER COMPLETION OF SUCH ACTIVITIES, WHETHER BASED ON CONTRACT, ON TORT, OR PURSUANT TO ANY STATUTE, RULE OR REGULATION, AND REGARDLESS OF WHETHER THE CLAIMS AND ACTIONS ARE FORESEEABLE OR UNFORESEEABLE OR ARE FOUNDED IN WHOLE OR IN PART UPON THE JOINT, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF ONE OR MORE OF THE COMPANY INDEMNIFIED PARTIES.

6.02 **INDEMNIFICATION BY COMPANY.** COMPANY SHALL INDEMNIFY AND HOLD HARMLESS THE CONNECTING PARTY, ITS AFFILIATES, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF EACH OF SUCH PARTIES (HEREINAFTER COLLECTIVELY CALLED THE "**CONNECTING PARTY INDEMNIFIED PARTIES**") FROM AND AGAINST THE CLAIMS AND ACTIONS (AS HEREINAFTER DEFINED), AND UPON DEMAND BY CONNECTING PARTY WILL PROTECT AND DEFEND THE CONNECTING PARTY INDEMNIFIED PARTIES FROM SUCH CLAIMS AND ACTIONS, ALLEGED, ASSERTED OR SUFFERED BY OR ARISING IN FAVOR OF ANY PARTY, INCLUDING, WITHOUT LIMITATION, COMPANY, COMPANY'S CONTRACTORS OR SUBCONTRACTORS OF EVERY TIER, THE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND INVITEES OF COMPANY OR COMPANY'S CONTRACTORS OR SUBCONTRACTORS OF EVERY TIER, ONE OR MORE OF THE CONNECTING PARTY INDEMNIFIED PARTIES OR ANY THIRD PARTIES, AND WILL PAY ANY AND ALL JUDGMENTS OR SETTLEMENTS OF ANY KIND OR NATURE (TO INCLUDE INTEREST) AS WELL AS COURT COSTS, ATTORNEYS' FEES AND EXPENSES, AND ANY EXPENSES INCURRED IN ENFORCING THIS INDEMNITY PROVISION, INCURRED BY, IMPOSED UPON OR RENDERED AGAINST ONE OR MORE OF THE CONNECTING PARTY INDEMNIFIED PARTIES ON ACCOUNT OF ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES (INCLUDING DEATH) TO ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR ARISING OUT OF OR INCIDENTAL TO THE PERFORMANCE OF ITS OBLIGATIONS OR OMISSIONS OF COMPANY IN CONNECTION WITH THIS AGREEMENT, WHETHER BEFORE OR AFTER COMPLETION OF SUCH ACTIVITIES, WHETHER BASED ON CONTRACT, ON TORT, OR PURSUANT TO ANY STATUTE, RULE OR REGULATION, AND REGARDLESS OF WHETHER THE CLAIMS AND ACTIONS ARE FORESEEABLE OR UNFORESEEABLE OR ARE FOUNDED IN WHOLE OR IN PART UPON THE JOINT, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE OF ONE OR MORE OF THE CONNECTING PARTY INDEMNIFIED PARTIES.

6.03 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE INDEMNITY OBLIGATIONS OF THE PARTIES IN ARTICLES 6.01 AND 6.02 WILL NOT APPLY TO THE EXTENT THE CLAIMS AND ACTIONS FOR WHICH INDEMNIFICATION IS SOUGHT ARISE OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY SEEKING INDEMNIFICATION.

6.04 As used herein, the term "**Claims and Actions**" will mean any and all direct or indirect claims, demands, actions, causes of action, suits, right of recovery for any relief or damages, debts, accounts, damages, costs, losses, liabilities, and expenses (including, without limitation, interest, court costs, attorneys' fees and expenses, and other costs of defense), of any kind or nature.

6.05 In the event that any statute or rule of law will be held applicable to any indemnity clause in favor of one or more of the Company Indemnified Parties, or the Connecting Party Indemnified Parties, as the case may be, which would render void, voidable, or unenforceable any such indemnity clause as to any Party by reason of any provisions contained in such statute or rule of law, then and in only such event, such indemnity clause will be deemed modified and read, construed and enforced as to such Party with respect to the provisions held to violate the statute or rule of law, to require indemnity by the indemnifying Party to the fullest extent required by such indemnity provision as modified and limited only to the degree or extent necessary to bring such indemnity into compliance with such statute or rule of law, but otherwise, the indemnity will remain in full force and effect and binding upon the parties hereto.

ARTICLE VII - ASSIGNMENTS

This Agreement may be assigned in whole by either Party, without the consent of the other Party, to an affiliate or any other company which will succeed it by purchase, merger, consolidation, or other transfer of substantially all the relevant assets of the original Party. Such successor will be entitled to the rights and will be subject to the obligations of its predecessor under this Agreement. Otherwise, neither Party will assign this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld. In no event will the Party assigning its interest be released from any of its obligations to the other Party. Nothing herein contained will prevent or restrict either Party from pledging, granting a security interest in, or assigning as collateral all or any portion of such Party's interest in this Agreement to secure any debt or obligation of such Party under any mortgage, deed of trust, security or similar instrument. It is stipulated and agreed by the Parties hereto that Company may, but will not be obligated, to assign and/or delegate its operation and maintenance responsibilities to one of its affiliates.

ARTICLE VIII - TERM AND TERMINATION

8.01 This Agreement will become effective as of the Effective Date and will remain in effect for as long as gas is transported through the Interconnecting Facilities.

8.02 Subsequent to such time, either Party may terminate this Agreement upon six (6) months prior written notice to the other Party.

ARTICLE IX - MISCELLANEOUS

9.01 **Purpose.** Company executes this Agreement solely to accomplish the Interconnection. Company makes no representation, warranty or guarantee, express or implied, by this Agreement that it will receive natural gas at this proposed point of connection. Any work initiated or expense incurred by Connecting Party herein will be at the sole cost and expense of Connecting Party. This Agreement is not an agreement to transport natural gas. If authority to enter into a transportation arrangement is not obtained or expires, Company, at its sole discretion, may require Connecting Party to disconnect the Connecting Piping within six (6) months following written notice by Company.

9.02 **Removal of Interconnecting Facilities.** No Party will remove any part of the Interconnecting Facilities until all transportation services through the Interconnecting Facilities have ceased and this

Agreement has terminated. Six (6) months' written notice of any Party's intent to remove any part of the Interconnecting Facilities must be given to the other Party prior such removal.

9.03 GOVERNING LAW; VENUE. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, EXCEPT FOR THE CONFLICT OF LAWS PROVISIONS THEREOF WHICH WOULD REFER A PARTY TO THE LAWS OF ANOTHER JURISDICTION. THE PARTIES SUBMIT EXCLUSIVELY TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF SUFFOLK COUNTY, MASSACHUSETTS AND WILL NOT SEEK TO REMOVE ANY PROCEEDING AND/OR CAUSE OF ACTION TO ANOTHER VENUE. HOWEVER, EITHER PARTY MAY, AS NECESSARY, SEEK EMERGENCY RELIEF FROM A COURT OF COMPETENT JURISDICTION.

9.04 Transportation Services. Transportation services rendered by Company will initially be performed pursuant to a transportation service agreement entered into under the Company's open-access transportation blanket certificate or any successor thereto and will be subject to the applicable provisions of the Company's FERC Gas Tariff and transportation service agreement.

9.05 Company Timing. Company will, as to Company Facilities, utilize reasonable efforts to install same in a prompt manner. It is, however, recognized and stipulated that limitations as to availability of personnel and/or materials may cause delays in the installation of such facilities. UNDER NO CIRCUMSTANCES WILL COMPANY BE DEEMED TO HAVE AGREED, BY ENTRY INTO THIS AGREEMENT, THAT THE COMPANY FACILITIES WILL BE INSTALLED BY ANY PARTICULAR DATE.

9.06 Independence. Nothing herein is intended to create a partnership, joint venture, agency or other relationship creating fiduciary or quasi fiduciary duties or similar duties or obligations, or otherwise to subject the Parties to joint and several or vicarious liability, or to impose any duty, obligation, or liability on a Party that would arise from joint and several or vicarious liability.

9.07 Force Majeure. "Force Majeure" will mean the following and only the following events which are beyond the reasonable control of the affected Party: acts of God (except as excluded herein) including lightning, fire, storm, flood and earthquake; insurrection; riot, strike, picketing, boycott, lockout or other labor disturbance; pipe mill breakdown; priority allocations of pipe or other materials; order, restraint or prohibition by the United States of America, or by any board, department, commission or agency of the United States having jurisdiction over the parties hereto or the work, or jurisdiction over parties supplying labor, material, or any item or items necessary or desirable to performance under the Agreement. Neither rain, snow, ice, nor any other adverse weather condition will be construed to be an event of Force Majeure, except for such adverse weather condition which would cause a reasonably prudent Party, after the exercise of due diligence and best efforts to avoid or overcome the same, to conclude that continued performance of the work would be perilous to men, equipment and the work, and would cause the performance limitations of the equipment being used for the performance of the work to be exceeded. If, by reason of an event of Force Majeure, either Connecting Party or the Company are completely or partially unable to carry out their obligations under the Agreement, then upon such Party's giving notice containing the full particulars of such event of Force Majeure, including the estimated duration of the event of Force Majeure to the other Party as soon as is reasonable under the circumstances, to be promptly confirmed by written notice from the receiving Party, the obligations of the Party giving such notice, so far as affected by such event of Force Majeure, will be

suspended during the continuance of any inability so caused, but for no longer period; and such cause will, as far as possible, be remedied by such Party with all reasonable dispatch. Failure to give such notice will waive any claim based on, in connection with, or as a result of, an event of Force Majeure.

9.08 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Execution of this Agreement by an electronic form of signature that is an exact copy of the original signature shall be deemed to be, and shall have the same effect as, execution by original signature, and an electronic form counterpart of this Agreement signed by all parties hereto shall be sufficient to bind all such parties.

9.09 Construction. In the event that any statute or rule of law should be held applicable to any provision(s) contained in this Agreement which would render void, violable or unenforceable any such provision(s) by reason of such provision(s) being contained herein, then, and only in such event, such provision(s) will be read, construed and enforced as to the parties as if such provision(s) which is held to violate the statute or rule of law was excluded from this Agreement, but only to the extent or degree by which such provision(s) is so held, and this Agreement will otherwise remain in force and effect and binding upon the parties.

9.10 Entire Agreement. This Agreement and the attached Exhibits constitute the entire agreement between the Company and Connecting Party regarding the subject matter hereof. None of these documents may be amended except by a writing signed by both parties. No promise, agreement or representation not set forth in this Agreement or an attached Exhibit will be of any force or effect. No modification or amendment hereof will be binding unless in writing and signed by a duly authorized representative of each Party.

9.11 Headings. All headings appearing in this Agreement are for convenience only, and will not be considered a part of this Agreement for any purpose or as in any way interpreting, construing or modifying this Agreement. All nouns and pronouns will be read to mean the masculine, feminine, singular and plural.

9.12 Waiver. No waiver by either Party of any right, or waiver of any default of the other in the performance of any of the provisions of this Agreement, will operate or be construed as a waiver of any future right or default, whether of a like or of a different nature.

9.13 Duly Authorized Representative. The individual executing this Agreement on behalf of each Party does hereby represent and warrant that he or she is duly authorized and empowered to execute same on behalf of his or her Party, and to fully bind that Party to all of the terms hereof.

9.14 No Drafting Bias. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be enforced and construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring either Party or its construction or interpretation of this Agreement by virtue of the authorship of any of terms or provisions of this Agreement.

9.15 Survival. The provisions of this Agreement which are intended to extend beyond its termination, including without limitation, the liability, indemnity and payment provisions, and the provisions applicable to the enforcement of those provisions and/or the enforcement of rights and obligations incurred hereunder

that are not fully discharged prior to the termination of this Agreement, shall survive termination to the extent necessary to effect the intent of the Parties and/or enforce such rights and obligations.

9.16 **Conflict.** In the event of any conflict between the Sections 1 – 10 of this Agreement and the Exhibits, the Exhibits will control.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year above first written.

ALGONQUIN GAS TRANSMISSION, LLC

By: Spectra Algonquin Management, LLC
Its Operator

By: _____

Name: _____

Title: _____

THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID

By: _____

Name: _____

Title: Authorized Signatory

EXHIBIT A - RESPONSIBILITY MATRIX

Company: AGT; Connecting Party: Narragansett Electric Company (NGrid)

| Facilities / Equipment^{1/} | Operation & Maintenance Responsibility | Ownership & Capital Replacement |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------|
| 1. Pipeline inlet tap valve consisting of one (1) 10-inch valve on Company's Pipeline. | AGT | AGT |
| 2. One (1) filter separator plus associated piping and valves | AGT | AGT |
| 3. Connecting Party's Heater Isolation Valve | NGrid | NGrid |
| 4. Two (2) 3.53 MMBTU/HR input gas heaters plus associated piping and valves | NGrid | NGrid |
| 5. Upstream OPP, including pressure monitor valves, associated pilot filters, instrumentation, piping, and isolation valves | NGrid | AGT |
| 6. Upstream Pressure Regulation, including pressure regulators, associated pilot filters, instrumentation, piping, and isolation valves | NGrid | NGrid |
| 7. Upstream Interconnecting Piping | AGT | AGT |
| 8. Meter Run | AGT | AGT |
| 9. M&R Building | AGT | AGT |
| 10. Interconnecting Piping | NGrid | NGrid |
| 11. OPP, pressure monitor valves, associated pilot filters, instrumentation, piping, and isolation valves | NGrid | NGrid |
| 12. Pressure Regulation, including pressure regulators, associated pilot filters, instrumentation, piping, and isolation valves | NGrid | NGrid |
| 13. OPP Building | NGrid | NGrid |
| 14. OPP Vaults & Supermonitors | NGrid | NGrid |
| 15. Custody EGM including RTU, Chromatograph, Telecommunications, Instrumentation and Controls Equipment ^{2/} | AGT | AGT |
| 16. Custody EGM Building | AGT | AGT |
| 17. AGT Communications at Facility | AGT | AGT |
| 18. Check EGM | NGrid | NGrid |
| 19. Check EGM Building | NGrid | NGrid |
| 20. NGrid Communications at Facility | NGrid | NGrid |
| 21. Odorant Injection Facilities, including all necessary tanks, pumps, instrumentation, controls and buildings | NGrid | NGrid |
| 22. Cathodic Protection Systems, Grounding Systems, and AC Mitigation Systems for Facilities O&M by AGT | AGT | AGT |
| 23. Cathodic Protection Systems, Grounding Systems, and AC Mitigation Systems for Facilities O&M by NGrid | NGrid | NGrid |
| 24. AC Power to Custody EGM Building, M&R Building and AGT operated equipment | AGT | AGT |
| 25. AC Power to Check EGM Building, OPP Building and NGrid operated equipment | NGrid | NGrid |
| 26. Backup generator ^{4/} | NGrid | NGrid |

Notes:

1/ Party that owns real estate shall be responsible for access, lawn maintenance, snow removal, road repair and fencing.

2/ Custody EGM subject to Exhibit A.2 Section 1(b).

3/

4/ NGrid shall have no liability for AGT's potential use of the backup generator.

EXHIBIT B – EGM DATA SIGNAL LICENSE

Algonquin Gas Transmission, LLC

ELECTRONIC GAS MEASUREMENT (EGM) DATA SIGNAL LICENSE

(revision June 20, 2016)

Effective this ____ day of _____ 2021, Algonquin Gas Transmission, LLC (“Algonquin”) hereby grants to The Narragansett Electric Company d/b/a National Grid (“User”) license and permission to utilize an electronic gas measurement data signal (the “Signal”) generated by Algonquin’s Remote Terminal Unit (“RTU”) for its own use at the East Providence (Wampanoag Trail) Meter Station #00010 in East Providence, Rhode Island (the “Site”) pursuant to the terms and conditions of this license (the “Signal License”) hereinafter set forth.

Terms and Conditions

1. The customer Signal License granted to User shall be for an annual term commencing on the day first written above and thereafter shall be subject to automatic annual renewals unless terminated or revoked as provided for herein.
2. At all times during the term of the Signal License and the term of any subsequent extension or renewal thereof, User shall utilize the Signal in compliance with any and all applicable federal, state, municipal, local or other laws, statutes, regulation, rules, ordinances, permits, approvals, conditions or other legal requirements of any sort including, but not limited to, those which require the making of any currently unforeseen or extraordinary changes, whether or not such requirements or changes involve a change of policy on the part of the governmental body enacting the same.
3. The Signal is being provided solely for informational purposes. The Signal provided from Algonquin’s RTU equipment is not subject to an emergency or priority repair should higher priority work be required to be performed by Algonquin on any other equipment in any manner.
4. Algonquin shall make a reasonable effort to service and repair any and all Signal equipment as is necessary from time to time, during normal working hours. In no way shall Algonquin be held liable or responsible in any manner whatsoever for any defective or abnormal operation of the Signal.
5. The customer Signal will be provided via a read-only serial communications port from Algonquin’s RTU. Algonquin and User agree that the operational data set forth in the attached “Set EGM Data Signal License agreement Typical Customer Modbus Interface” attached hereto, is the data that will be made available to User. This signal data list will be maintained by Algonquin in the database of the RTU and Algonquin will make a best effort not to alter it. Algonquin shall not be held responsible in any manner whatsoever for corruption or loss of this data. It is the sole responsibility of User to install at its expense all telecommunication, transmitting/receiving equipment and all wiring/connections necessary for User to receive, decipher and utilize the Signal, and to monitor its own equipment to ensure that proper Signal values required by User’s equipment are correct. Algonquin is providing access to the Signal and the data therefrom to User as a convenience to User. **ALGONQUIN MAKES NO WARRANTY AS TO THE OPERATION OF, OR ACCURACY OF THE DATA PROVIDED VIA THE SIGNAL, AND TAKES**

NO RESPONSIBILITY FOR USER'S USE OF THE SIGNAL AND DATA SUPPLIED THEREFROM, SINCE IT IS BEING SUPPLIED FOR INFORMATIONAL PURPOSES ONLY AND AS AN ACCOMMODATION TO USER.

6. The Signal from Algonquin's RTU is required to be electrically isolated from User's equipment through the use of an optically coupled signal repeater or similar device supplied by User and approved in advance, in writing, by the Manager, Measurement and Telecommunications for Algonquin.
7. User shall be billed and agrees to pay all charges for labor and parts for all repair of any damage to Algonquin's RTU directly caused by User interface.
8. Algonquin and User agree that the provisions of the Signal License granted or contemplated herein do not constitute a rate, charge, classification, or service, or a rule, regulation, or contract relating thereto within the provisions of the Natural Gas Act (15 U.S.C. § 717 *et seq.*) and no filing of this Signal License with the Federal Energy Regulatory Commission is intended by User or Algonquin.
9. Algonquin and User further agree that the use of the Signal by User shall not constitute facilities subject to the jurisdiction of the Federal Energy Regulatory Commission.
10. User assumes entire responsibility and liability and agrees to forever, absolutely and unconditionally indemnify, hold harmless, defend and release Algonquin, its members, parents, subsidiaries, and affiliates and any and all of the officers, directors, agents, servants, employees, representatives, successors and assigns of each such party from and against any and all losses, damages, liens, claims, debts, statements of claim, demands, bonds, costs, judgments, expenses and penalties, including, but not limited to, attorneys' fees, experts' fees and/or other liabilities allegedly sustained by any person or entity or property of any person or entity or the environment or any federal, state, local or municipal governmental entity or any other entity including User, or its property, its employees, officers, agents, contractors, subcontractors or property thereof, as a result of any of the actions or inactions of User or any of its agents, officers, employees, contractors, subcontractors or any other party or person or acts of God or Nature or any other unforeseen events commonly characterized as force majeure arising out of the use of the Signal by User or any of its agents, officers, employees, contractors, subcontractors or any other party or person with respect to the Signal in any manner, including, but not limited to, the operation of User's plant facilities or to any other equipment of User or any of its agents, officers, employees, contractors, subcontractors or any other party or any other person located at or about the Site, except as may be directly caused by or resulting from the sole misconduct or gross negligence of Algonquin. For purposes of the foregoing sentence, the term "person" shall include but not be limited to Algonquin and other third parties.
11. Each of the obligations of User set forth in this Signal License shall survive the expiration of the term specified in Paragraph 1 above, including any and all extensions or renewals thereof, and/or termination of the Signal License for a period of three (3) years from any such expiration or termination; provided, User's obligations specified in Paragraph 10 above shall survive without limitation any such expiration or termination.
12. Notwithstanding any other provisions of this Signal License, User agrees to promptly and in a workman-like manner cease all use of the Signal at any time and from time to time

upon Algonquin's request and in Algonquin's sole discretion. Furthermore, notwithstanding any other provisions herein of this License, this Signal License may be terminated at any time upon written notice by Algonquin to User, and in such event User agrees to cease all use of the Signal within thirty (30) days of such notice.

13. The terms and conditions of the Signal License shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, personal representatives, legal representatives, successors, and assigns.
14. Any changes or modifications of any nature relating to any of the above matters must be reviewed and approved by the Manager, Measurement and Telecommunications for in writing, in advance, and approval of said changes by Algonquin shall be in its sole reasonable discretion.
15. The interpretation and performance of this Signal License shall be in accordance with the laws of the Commonwealth of Massachusetts without recourse to the law governing conflict of laws. This Signal License and the obligations of the parties are subject to all present and future valid laws with respect to the subject matter herein, and to all valid present and future orders, rules, and regulations of duly constituted authorities having jurisdiction.
16. Any notice provided for in this Signal License, or any notice which either party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by registered, certified, or regular mail to the post office address of the parties hereto, as follows:

Algonquin:

Joseph G. Dellaquila
Supervisor, Measurement & Telecommunications
2601 Market Place Street, Suite 400
Harrisburg, PA 17110

National Grid:

John F. Barrett
Director of Instrumentation and Regulation, NE
The Narragansett Electric Company d/b/a National Grid
39 Quincy Avenue
Braintree, MA 02184-4415
(781) 794-3545

John Allocca
Director of Gas Contracting and Compliance
The Narragansett Electric Company d/b/a National Grid
100 East Old Country Road
Hicksville, NY 11801
(516) 545-3108

or such other address as either party shall designate by formal written notice.

By the signature of the authorized individuals below, User and Algonquin hereby accept and agree to the terms and conditions of the Signal License.

**THE NARRAGANSETT ELECTRIC
COMPANY d/b/a NATIONAL GRID**

By: _____

Name: _____

Title: _____

**ALGONQUIN GAS TRANSMISSION, LLC
By: Spectra Algonquin Management, LLC
Its Operator**

By: _____

Name: _____

Title: _____

SET EGM DATA SIGNAL LICENSE AGREEMENT

TYPICAL CUSTOMER MODBUS INTERFACE (revision June 20, 2016)

Baud Rate: 9,600 - 19,200
Data Bits: 8
Parity: None
Stop Bits: 1
Protocol: Modbus RTU
Slave Address: 1
Register Size: 32-Bit Floating Point
FP Format: Daniel Floating Point Format

| Modbus Register# | Description | Units |
|------------------|-------------------------------------|----------|
| 7001 | Station Daily Flow Rate | MSCF/Day |
| 7002 | Station Energy Rate | DTH/Day |
| 7003 | Station Current Day Volume | MSCF |
| 7004 | Station Current Day Energy | DTH |
| 7005 | Station Previous Day Volume | MSCF |
| 7006 | Station Previous Day Energy | DTH |
| 7007 | Station Current Month Volume | MSCF |
| 7008 | Station Current Month Energy | DTH |
| 7009 | Station Previous Month Volume | MSCF |
| 7010 | Station Previous Month Energy | DTH |
| 7012 | Downstream Pressure | PSIG |
| 7013 | Run #1 Temperature | Deg F |
| 7014 | Run #1 Pressure | PSIG |
| 7015 | Run #1 Actual Flow Rate | MACF/Day |
| 7016 | Run #1 Corrected Flow Rate | MSCF/Day |
| 7017 | Run #2 Temperature (Future) | Deg F |
| 7018 | Run #2 Pressure (Future) | PSIG |
| 7019 | Run #2 Actual Flow Rate (Future) | MACF/Day |
| 7020 | Run #2 Corrected Flow Rate (Future) | MSCF/Day |
| 7029 | BTU Content | BTU/SCF |
| 7030 | Specific Gravity | |
| 7031 | CO2 Content | % |
| 7032 | Nitrogen Content | % |
| 7033 | Methane Content | % |
| 7034 | Ethane Content | % |
| 7035 | Propane Content | % |
| 7036 | N-Butane Content | % |
| 7037 | I-Butane Content | % |
| 7038 | N-Pentane Content | % |
| 7039 | I-Pentane Content | % |
| 7040 | Neo-Pentane | % |
| 7041 | C6+ Content | % |
| 7042 | Wobbe Index | |

EXHIBIT D

Asset Transfer Documentation

ASSET TRANSFER DOCUMENTATION

GENERAL ASSIGNMENT AND BILL OF SALE

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this “Bill of Sale”) is dated as of this ____ day of [], by and between Algonquin Gas Transmission, LLC (“AGT”), a Delaware limited liability company, with an office in Waltham, Massachusetts (“Seller”), and The Narragansett Electric Company d/b/a National Grid, a Rhode Island Corporation with an office in Hicksville, New York (“Purchaser”).

RECITALS:

A. Seller is the owner of certain portions of the East Providence (Wampanoag Trail) Meter Station #00010, located in East Providence, Rhode Island including Heater Isolation Valve, Heaters, Upstream OPP and Upstream Pressure Regulation, and Connecting Party’s Isolation Valve (all capitalized terms used herein that are not defined have the meaning given to them in the Construction, Ownership and Operation Agreement entered into by Seller and Purchaser on _____) (collectively, the “Assets”); and

B. Purchaser desires to purchase, and Seller desires to sell, the Assets pursuant to the terms of this Bill of Sale.

NOW THEREFORE, for and in consideration of payments made, or to be made, by Connecting Party in accordance with, and through, the Construction, Ownership and Operation Agreement entered into by Seller and Purchaser on _____) and other good and valuable consideration, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Conveyance of Assets.

Seller hereby grants, bargains, conveys, sells, assigns and transfers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller, the Assets.

TO HAVE AND TO HOLD, all the Assets hereby conveyed, assigned, sold, and transferred to Purchaser and its successors and assigns, absolutely, to and for its own use and benefit forever.

2. Authority; Title.

(a) Seller hereby covenants that it has the corporate right, power and authority and has been duly authorized by all necessary corporate action, to convey the Assets as provided herein.

(b) Seller warrants that it has good and indefeasible title to the Assets and that Purchaser will acquire same pursuant to this Bill of Sale free and clear of any and all liens, encumbrances or restrictions whatsoever.

3. Disclaimer of Warranties. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS BILL OF SALE, SELLER HAS MADE AND SHALL NOT BE DEEMED (BY REASON OF THE EXECUTION OF ANY BILL OF SALE OR OTHER INSTRUMENT REFERENCED HEREIN) TO HAVE MADE ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE TITLE OR THE CONDITION OR STATE OF REPAIR OF ANY OR ALL OF THE ASSETS, THEIR VALUE, COMPLETENESS, QUALITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR USES OR PURPOSES, OR ANY ENVIRONMENTAL MATTERS; AND (B) PURCHASER ACCEPTS THE ASSETS ON AN “AS IS – WHERE IS, WITH ALL FAULTS” BASIS. THE PROVISIONS OF THIS SECTION 3 HAVE BEEN NEGOTIATED AT ARMS-LENGTH AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY AND ALL WARRANTIES OR REPRESENTATIONS BY SELLER, EXPRESS OR IMPLIED, WITH RESPECT TO THE ASSETS, EXCEPT FOR SUCH REPRESENTATIONS AND WARRANTIES AS SELLER HAS MADE IN WRITING TO PURCHASER IN THIS BILL OF SALE.

4. Further Assurances. At any time and from time to time hereafter, Seller will, upon the request of Purchaser, at Purchaser’s expense, do, execute, acknowledge, and deliver or cause to be done, delivered, executed or acknowledged, all such further acts, deeds, assignments, bills of sale, transfers, conveyances, certificates, affidavits, opinions of counsel, powers of attorney and other assurances that may be reasonably required for the better assigning, transferring, granting, conveying, assuming and confirming to Purchaser the Assets; provided, however, that notwithstanding the foregoing, in no event shall Seller be required to take any action or provide any documentation which would impose any obligations or liabilities upon Seller beyond those set forth in this Bill of Sale.

5. Survival. The representations and warranties contained in this Bill of Sale shall survive the execution and delivery of this Bill of Sale.

6. Modification and Waivers. This Bill of Sale may be modified, amended or changed only by an instrument in writing signed by the party against whom enforcement is sought. No waiver of the performance of any term or provision hereof shall be valid or effective for any purpose unless such waiver shall be in writing and signed by the party against whom enforcement of the same is sought.

7. Notices. All notices, requests, demands and other communications which are required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered personally or when mailed first class, postage prepaid, addressed as follows:

If to Seller, to:

Algonquin Gas Transmission, LLC
890 Winter Street
Suite 320
Waltham, MA 02451
(617) 560-1414

If to Purchaser, to:



Director of Instrumentation and Regulation, NE
The Narragansett Electric Company d/b/a National Grid
39 Quincy Avenue
Braintree, MA 02184-4415
(781) 794-3545



Director of Gas Contracting and Compliance
The Narragansett Electric Company d/b/a National Grid
100 East Old Country Road
Hicksville, NY 11801
(516) 545-3108

8. Entire Agreement. This Bill of Sale constitutes the entire agreement of the Parties relating to the specific subject matter hereof.
9. Headings. The headings of this Bill of Sale are inserted for convenience of reference only and shall not be part of or control or affect the meaning hereof.
10. Counterparts. This Bill of Sale may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
11. Governing Law. This Bill of Sale shall be construed and enforced in accordance with and governed by the laws of the state of New York except for the conflict of laws provisions thereof, which would refer a party to the laws of another jurisdiction.

(Signatures on following page)

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale to be executed as of the day and year first written above.

Algonquin Gas Transmission, LLC
By: Spectra Algonquin Management, LLC
Its Operator

By: _____

Name: _____

Title: _____

The Narragansett Electric Company
d/b/a National Grid

By: _____

Name: _____

Title: _____

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate was electronically transmitted to the individuals listed below.

The paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.



Joanne M. Scanlon

March 22, 2022
Date

Docket No. 5210 - National Grid's FY 2023 Gas Infrastructure, Safety and Reliability (ISR) Plan - Service List 12/22/2021

| Name/Address | E-mail Distribution | Phone |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------|
| Raquel J. Webster, Esq. National Grid 40 Sylvan Road Waltham, MA 02451 | raquel.webster@nationalgrid.com ; | 781-907-2121 |
| | celia.obrien@nationalgrid.com ; | |
| | Joanne.scanlon@nationalgrid.com ; | |
| | Jennifer.Hutchinson@nationalgrid.com ; | |
| National Grid Amy Smith Melissa Little Lee Gresham Ryan Scheib | Amy.smith@nationalgrid.com ; | |
| | Melissa.Little@nationalgrid.com ; | |
| | mei.sun@nationalgrid.com ; | |
| | Theresa.Burns@nationalgrid.com ; | |
| | Michael.Pini@nationalgrid.com ; | |
| | Nathan.Kocon@nationalgrid.com ; | |
| | Ryan.Scheib@nationalgrid.com ; | |
| Division of Public Utilities & Carriers Leo Wold, Esq. | Leo.Wold@dpuc.ri.gov ; | 401-780-2130 |
| | Margaret.l.hogan@dpuc.ri.gov ; | |
| | Al.mancini@dpuc.ri.gov ; | |
| | John.bell@dpuc.ri.gov ; | |
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| | Robert.Bailey@dpuc.ri.gov ; | |
| | eullucci@riag.ri.gov ; | |
| | MFolcarelli@riag.ri.gov ; | |
| Rod Walter, CEO/President Rod Walker & Associates | Rwalker@RWalkerConsultancy.com ; | 706-244-0894 |
| File an original and five copies Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick RI 02888 | Luly.massaro@puc.ri.gov ; | 401-780-2107 |
| | Patricia.lucarelli@puc.ri.gov ; | |
| | Todd.bianco@puc.ri.gov ; | |
| | Alan.nault@puc.ri.gov ; | |
| PPL Electric Utilities | rjreybitz@pplweb.com ; | |

| | | |
|--------------------------------------|----------------------------------------------------------------------|--|
| Ronald Reybitz Stephen Breininger | skbreininger@pplweb.com | |
|--------------------------------------|----------------------------------------------------------------------|--|