



VIA EMAIL and USPS

March 25, 2022

Mayor Robert Restaino
City of Niagara Falls
745 Main Street
Niagara Falls, New York 14301

Re: Letter Agreement - *48th Street/New Road Grade Crossing 874781X Crossing Maintenance Agreement*

Dear Mayor Restaino:

As you may be aware National Grid, in order to access and repair certain facilities, including caissons, towers and lines located in the City of Niagara Falls, requires improvements to be made (the "Improvements") to the road grade crossing designated as DOT No. 874781X (the "Crossing"), which is located where 48th Street/New Road crosses the railroad tracks owned by CSX Transportation, Inc. in the City of Niagara Falls, New York (the "Project"). CSX Transportation, Inc., ("CSX") has agreed to complete the Project provided that the City of Niagara Falls (the "City") enters into that certain Grade Crossing Maintenance Agreement (the "Maintenance Agreement"), which Maintenance Agreement is attached hereto and made a part hereof.

Pursuant to the terms of this agreement (the "Letter Agreement") National Grid agrees to assume responsibility for any obligation the City assumes pursuant to the Maintenance Agreement, which is directly related to the Project, including any costs or fees associated therewith.

With regard to the payment of the costs and fees for the Project that National Grid has agreed to assume responsibility for under this Letter Agreement, the City agrees to provide, to National Grid, as soon as practicable, complete and accurate billing invoices containing any and all information and supporting documentation necessary to support such charges. Upon National Grid's receipt of the billing invoices and supporting documentation, National Grid shall, within thirty (30) days of the receipt thereof, remit such payment to City. Should National Grid, in good faith, disputes the accuracy of the amount invoiced, National Grid shall pay such amount as it in good faith believes to be correct and provide written notice stating the reasons why the remaining disputed amount is incorrect, along with supporting documentation. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights hereunder. In the event that it is determined or agreed that the party that is disputing an invoice must or will pay the disputed amount, then such party shall pay interest from and including the original payment due date until, but excluding, the date the disputed amount is received by the owed party, at the maximum rate permitted by applicable law.

National Grid shall notify City in writing when the Project is completed (the "Notification of Completion"). Upon receiving the Notification of Completion from National Grid, the parties shall determine what amount is due from National Grid to City in order to fulfill National Grid's obligations hereunder and City shall invoice National Grid for same (the "Final Invoice"). National Grid will pay the Final Invoice within thirty (30) days of receipt of its receipt, and, upon such payment, National Grid's obligations to City shall cease and the parties shall have no additional obligation to each other pursuant to the Maintenance Agreement or this Letter Agreement, except as set forth hereunder.

Notwithstanding anything to the contrary set forth herein, upon the payment of the Final Invoice by National Grid, its obligation to reimburse City with regard to the removal of any non-CSXT owned improvements upon termination of the Maintenance Agreement (as set forth therein) shall continue until such termination or until notice from CSX that the Maintenance Agreement has terminated and no such removal is required (payment for removal costs to City by National Grid shall be subject to the requirements set forth previously in this Letter Agreement for the payments of invoices).

Very truly yours,

Scott Graham

Scott Graham

Transmission ROW Manager
Upstate NY
Real Estate – Right of Way & Survey
nationalgrid

Robert Restaino
Mayor of the City of Niagara Falls

cc: Eric Ossentjuk, Esq. (*Ngrid via email*)
Rachel Aaron (*Ngrid via email*)
Matthew Duffy (*Ngrid via email*)
William Tucker (*Ngrid via email*)