

Via Electronic Mail and Hand Delivery

September 12, 2019

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

Re: **Docket 4963 - 2019 Gas Cost Recovery Filing
Responses to Division Data Requests - Set 1 (Part 2)**

Dear Ms. Massaro:

Enclosed please find 10 copies of National Grid's¹ responses to data requests in the Division of Public Utilities and Carriers' (Division) First Set of Data Requests in the above referenced docket. The responses enclosed are to the following data requests: Division 1-1, 1-2, 1-5, 1-7, 1-8, 1-9, 1-11, 1-15, 1-17, 1-18, 1-19, 1-20, 1-21, 1-27, 1-28, 1-29, 1-30, 1-35, 1-36, 1-37, 1-38, and 1-39. These responses are provided pursuant to an agreement with the Division that the Company would submit any outstanding responses to the Division's First Set of Data Requests on or before Thursday, September 12, 2019.

This filing also contains a Request for Protective Treatment of Confidential Information in accordance with Rule 810-RICR-00-001.3(H) of the Public Utilities Commission's (PUC) Rules of Practice and Procedure and R.I. Gen. Laws § 38-2-2(4)(B). National Grid seeks protection from public disclosure of certain confidential and privileged information contained in its responses to Division 1-5, 1-17 and 1-27, as well as the Attachments DIV 1-1-1, 1-1-3, 1-8, 1-9, 1-21-1, 1-35-2, 1-36-2, 1-36-7, 1-36-8, 1-37, 1-38 and 1-39. Accordingly, National Grid has provided the PUC with one complete unredacted copy of the confidential materials in a sealed envelope marked "**Contains Privileged and Confidential Materials – Do Not Release,**" and has included redacted copies of the materials for the public filing.

¹ The Narragansett Electric Company d/b/a National Grid (the Company)

Robinson+Cole

Luly E. Massaro, Commission Clerk
September 12, 2019
Page 2

Thank you for your attention to this matter. If you have any questions, please contact me at 401-709-3359.

Very truly yours,



Steven J. Boyajian
Enclosures

Copy to: Docket 4963 Service List
Leo Wold, Esq.
Al Mancini, Division
John Bell, Division
Jerome D. Mierzwa, Consultant to the Division

Docket No. 4963 – National Grid – 2019 Annual Gas Cost Recovery Filing (GCR) - Service List as of 8/30/2019

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
RHODE ISLAND PUBLIC UTILITIES COMMISSION

)	
)	
Annual Gas Cost Recovery Filing)	Docket No. 4963
2019)	
)	
)	

**MOTION OF THE NARRAGANSETT ELECTRIC
COMPANY D/B/A NATIONAL GRID FOR PROTECTIVE
TREATMENT OF CONFIDENTIAL INFORMATION**

National Grid¹ hereby requests that the Rhode Island Public Utilities Commission (PUC) grant protection from public disclosure of certain confidential, competitively sensitive, and proprietary information submitted in this proceeding, as permitted by PUC Rule 810-RICR-00-001.3(H) (Rule 1.3(H)) and R.I. Gen. Laws § 38-2-2(4)(B). The Company also hereby requests that, pending entry of that finding, the PUC preliminarily grant the Company’s request for confidential treatment pursuant to Rule 1.3(H)(2).

I. BACKGROUND

On September 12, 2019, the Company submitted responses to the First Set of Data Requests from the Division of Public Utilities and Carriers in this docket (Division Set 1). Division Set 1 includes requests that require confidential and privileged information to be included in the responses. The following responses include confidential information in the form of gas pricing information or other contract terms that are commercially sensitive: responses to Division 1-5, 1-17 and 1-27, as well as the Attachments DIV 1-1-1, 1-1-3, 1-8, 1-9, 1-21-1, 1-35-2, 1-36-2, 1-36-7, 1-36-8, 1-37, 1-38 and 1-39. The Company ordinarily does not make such

¹ The Narragansett Electric Company d/b/a National Grid (National Grid or the Company).

information public, and in some cases is contractually obligated to maintain the information as confidential. Further, such information has historically been maintained as confidential when provided in PUC filings. Therefore, the Company requests that, pursuant to Rule 1.2(H), the PUC afford confidential treatment to the information contained in the Company's responses to Division 1-5, 1-17 and 1-27, as well as the Attachments DIV 1-1-1, 1-1-3, 1-8, 1-9, 1-21-1, 1-35-2, 1-36-2, 1-36-7, 1-36-8, 1-37, 1-38 and 1-39.

II. LEGAL STANDARD

Rule 1.2(H) of the PUC's Rules of Practice and Procedure provides that access to public records shall be granted in accordance with the Access to Public Records Act (APRA), R.I. Gen. Laws § 38-2-1, *et seq.* Under APRA, all documents and materials submitted in connection with the transaction of official business by an agency is deemed to be a "public record," unless the information contained in such documents and materials falls within one of the exceptions specifically identified in R.I. Gen. Laws § 38-2-2(4). To the extent that information provided to the PUC falls within one of the designated exceptions to the public records law, the PUC has the authority under the terms of APRA to deem such information as confidential and to protect that information from public disclosure.

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

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

The Rhode Island Supreme Court has held that this confidential information exemption applies where the disclosure of information would be likely either (1) to impair the government's ability to obtain necessary information in the future; or (2) to cause substantial harm to the competitive

position of the person from whom the information was obtained. *Providence Journal*, 774 A.2d 40 (R.I. 2001).

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

III. BASIS FOR CONFIDENTIALITY

The gas pricing information or other contract terms that are commercially sensitive – which are provided in the responses to Division 1-5, 1-17 and 1-27, as well as the Attachments DIV 1-1-1, 1-1-3, 1-8, 1-9, 1-21-1, 1-35-2, 1-36-2, 1-36-7, 1-36-8, 1-37, 1-38 and 1-39 are confidential and privileged information of the type that National Grid would not ordinarily make public. As such, the information should be protected from public disclosure. Public disclosure of such information could impair National Grid’s ability to obtain advantageous pricing or other terms in the future, thereby causing substantial competitive harm. Accordingly, National Grid respectfully requests that the PUC provide confidential treatment to the information.

IV. CONCLUSION


For the foregoing reasons, National Grid respectfully requests that the PUC grant its Motion for Protective Treatment of Confidential Information.

[SIGNATURE ON NEXT PAGE]

Respectfully submitted,

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

By its attorney,



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Robinson & Cole LLP
One Financial Plaza, Suite 1430
Providence, RI 02903
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Dated: September 12, 2019

Division 1-1

Request:

Please provide a complete *monthly* history of the Company's gas purchase activity for the period April 2018 through March 2019. Please provide the Company's response in Excel format. The history should include the following:

- a. Rates paid to each supplier and under each pipeline/contract/rate schedule by component (i.e., demand/reservation, variable, deliverability, capacity, injection/withdrawal, commodity, etc.), separately for firm and interruptible gas purchase, transportation, and storage transactions;
- b. The applicable quantity for each component identified in subpart (a);
- c. The applicable cost for each component identified in subpart (a);
- d. For each gas supply purchase, identify the transporting pipeline(s) and receipt and delivery points. Provide a key identifying pipeline receipt points by zone (e.g., TGP 4);
- e. For all gas supply purchases made under interruptible delivery arrangements, indicate whether transportation charges are incorporated within or are in addition to the commodity gas costs;
- f. For gas supply purchases, identify the dates of flow; and
- g. Separately identify any transactions made to support off-system sales.

Response:

(a)– (g)

Please see Attachments DIV 1-1-1 for supplier purchases and variable costs, Attachment DIV 1-1-2 for variable costs paid under each pipeline contract, and Attachment DIV 1-1-3 for pipeline demand for the period of April 2018 through March 2019. Attachments DIV 1-1-1 and 1-1-3 contain commercially sensitive and confidential information that is subject to a Motion for Protective Treatment.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4963
2019 Annual Gas Cost Recovery Filing
Responses to the Division's First Set of Data Requests
Issued August 16, 2019

Attachments DIV 1-1-2

Please see Excel file provided on USB Flash drive.

REDACTED

Attachments DIV 1-1-1 and 1-1-3

Confidential Excel files not included in public filing.

Division 1-2

Request:

Reference Table IV-A-1, page 1, and Chart IV-C-2, pages 1-4 of the 2019 Gas Long-Range Supply Plan:

- a. Please reconcile the design day quantities reflected in the Table with the contract quantities identified in the Chart;
- b. Please explain the 4 BBtu charge in the Dawn PNGTS quantity listed in the Table for the 2020-2021 winter season; and
- c. Please provide a schedule showing how the unserved demand reflected in the Table is calculated.

Response:

- a. Please see Attachment DIV 1-2-1 for a mapping of contract quantities in Chart IV-C-2 onto the design day quantities in Table IV-A-1.
- b. In November 2020 the PNGTS path capacity (contracts K# M12274, K# 58577, K# 210203) originating at Dawn will increase by 3,295 Dth/day. The change appears as an increase of 4 BBtu due to fuel requirements and rounding.
- c. Please see the Excel file provided as Attachment DIV 1-2-2 for a schedule showing how the unserved demand in Table IV-A-1 is determined.

SENDOUT® generates a Peak Subperiod Demand Summary table that outlines the demand by load pocket, supply takes, storage withdrawals, and flows on each transportation segment for the peak day.

All values are displayed in thousands of dekatherms. Row 13 shows the Total Demand, Total Served, and Total Unserved. Those values are further broken out in the detailed table spanning Rows 19 - 148. LNG withdrawals can be calculated by summing cells I35 and I36 (119). Next, Citygate Deliveries via pipeline transportation can be calculated by summing the values in Column O (250.852) if the transportation delivers to the city gate as indicated in column Q. The sum of LNG withdrawals and Citygate Deliveries is 369.821, matching the Total Served value in Row 13. Finally, subtracting 369.821 from the Forecast Total Demand in Row 13 (388.602) equals Total Unserved (18.781).

Attachment DIV 1-2-1

Table IV-A-1

Pipeline Company	Contract No.	TGP Dawn	TGP Dawn	TGP Niagara	TGP Zone 4	TGP Dracut	TGP TGP	TGP Everett	TGP Everett	TGP Storage	TET/AGT M2	TET/AGT	TET/AGT TCO	TET/AGT	TET/AGT	TET/AGT	TET/AGT	TET/AGT	TET/AGT	TET/AGT
		PNGTS	Iroquois				Citygate	Multi Year	Swing			Dominion South Point	Appalachia	TCO M3	Transco Leidy	AIM (Ramapo)	(Millennium)	M3	Citygate	Storage
Algonquin	9001												X					X		X
Algonquin	90106												X					X		X
Algonquin	90107												X					X		X
Algonquin	933005																	X		X
Algonquin	93001ESC										X							X		X
Algonquin	93011E										X							X		X
Algonquin	93401S																	X		X
Algonquin	96004SC																	X		X
Algonquin	9B105											X						X		X
Algonquin	9S100S																	X		X
Algonquin	9W009E																	X		X
Algonquin	510801																	X		X
Algonquin	510985																	X		X
Algonquin	510877																	X		X
Columbia	31520														X					
Columbia	31522														X					
Columbia	31523														X					
Columbia	31524														X					
Columbia	9631														X					X
Dominion	100118																			X
Dominion	700086																			X
Dominion	700087																			X
Iroquois	50001		X							X										
Millennium	210165																	X		
PNGTS	210203	X																		
Tennessee	10807									X										
Tennessee	39173					X														
Tennessee	1597						X													
Tennessee	62930	X						X												
Tennessee	64025						X													
Tennessee	64026						X													
Tennessee	95345		X																	
Tennessee	330580	X						X		X										
Tennessee	330581							X		X										
Tennessee	2943																			
Texas Eastern	330844																			X
Texas Eastern	330845																			X
Texas Eastern	330867																			X
Texas Eastern	330870																			X
Texas Eastern	330907																			X
Texas Eastern	331722																			X
Texas Eastern	331801																			X
Texas Eastern	331802																			X
Texas Eastern	331819																			X
Texas Eastern	800156											X								X
Texas Eastern	800303										X									X
Texas Eastern	800440																			X
TransCanada	42386																			
TransCanada	58577	X																		
Transco	9081767																			
Union Gas	M12164		X																	
Union Gas	M12274	X																		
Columbia	9630																			X
Dominion	300168											X								X
Dominion	300169																			X
Dominion	300170																			X
Dominion	300171																			X
Dominion	600045																			X
Tennessee	501																			X
Tennessee	62918																			X
Texas Eastern	400185																			X
Texas Eastern	400221																			X
Texas Eastern	400515																			X

Chart IV-C-2

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	
1	Attachment DIV 1-2-2																	
2																		
3	Peak Subperiod Demand Summary																	
4																		
5																		
6	JAN 19	2020	Daily System Activity													Units: MDT		
7	FORECAST																	
8	AREA	TOTAL	TOTAL	TOTAL														
9		DEMAND	SERVED	UNSERVED														
10																		
11	ProvDemand	304.41	289.536	14.874														
12	ValleyDemand	66.499	64.038	2.461														
13	WestDemand	6.66	6.66	0														
14	WarrenDemand	11.033	9.587	1.446														
15	TOTAL	388.602	369.821	18.781														
16	1009: Q2-2019 DY SCC AdjFT1 EXISTING																	
17	- Draw 0																	
18	Ventyx Page 9																	
19	SENDOUT® Version 14.1.2 REP 9D 28-Jun-2019																	
20	Report 9D 14:46:23																	
21	JAN 19	2020	Daily System Activity													Units: MDT		
22																		
23	Demand		Suppl.	Unsup.	Supplies	Take	Storages	Adj	With.	With	Inj	Ending	%	Full	Transport	Deliv.	Fuel	
24	-----																	
25	--- Served ---																	
26		PROVIDENCE	239	14.87	TGP Z4	41.49	T62918_FSMA		9.583			167.938		80	T1597_P	15	0.205	Yes
27		VALLEY	53.01	2.461	Dawn_EHere	26.26	D300170_GSS					220.078		45	T1597_V	14.335	0.196	Yes
28		WESTERLY	5.556		Dawn_Waddy	1.025	D300168_GSS		1.401			81.092		53	T1597STR_IN			No
29		WARREN	7.758	1.446	Everett04216	20	T501_FSMA					326.052		54	T64025_P	2.61	0.036	Yes
30		PROV_CC	50.45		Niagara	1.077	Te400185_SS1		0.665	0.012		31.528		61	T64025_V	2.61	0.036	Yes
31		VAL_CC	11.02		Waddy	0.005	Te400221_SS1		14.13	0.249		678.261		57	T64025STR_IN			No
32		WEST_CC	1.104		Transco_Leid	1.248	Te400515FSS1		0.944	0.006		40.781		72	T64026_P	3.19	0.044	Yes
33		WARR_CC	1.829		Dom_SP	0.548	D300169_GSS		2.061			118.984		58	T64026_V	3.19	0.044	Yes
34					Tetco M2	48.86	D300171_GSS		2.617			133.127		71	T64026STR_IN			No
35					Tetco M3	9.717	D600045GSSTE		5.636			889.767		65	T10807_V_Z6	10.836	0.148	Yes
36					TCO M3	7.568	C9630_FSS		2.545			122.153		60	T39173_V_Z5	1.067	0.01	Yes
37					TCO Appalach	40.6	LNG_Prov		95			254.59		44	T330580_VZ6D	14		Yes
38					MPL_East	9.069	LNG_Exeter		24			38.143		22	T330580_VZ6E	10	0.021	Yes
39					AIM_M3_Ramap	8.235									T330581_PZ6E	9.958	0.021	Yes
40					Constel SUM										U_M12274	26.105	0.164	No
41					Citygate_TGP										TC_58577	25.773	0.332	No
42															PN_210203	25.748	0.026	No
43															T_62930_V	6		Yes
44															T_62930_P	5.748		Yes
45															U_M12164	1.019	0.006	No
46															TC_42386	1.007	0.011	No
47															IGT_50001	1.004	0.003	No
48															T_95345_V	1	0.01	Yes
49															Tr9081767_Ce	1.24	0.008	No
50															A90106_C_We	0.061	0	Yes
51															A90106_C_P	0.011	0	Yes
52															A96004SCC_Wa	1.158	0.006	Yes
53															DTI100118_Wa	0.537	0.011	No
54															Te330845_Lam			No
55															Te330845_Han	0.53	0.007	No
56															A96004SCL_Wa	0.537	0.003	Yes
57															Te400185_Lam	0.349		No
58															Te400185_Han	0.304		No
59															A90106 L We	0.208	0.001	Yes

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
21	JAN 19	2020	Daily System Activity											Units: MDT			
22									Adj	With.	With	Inj	Ending	%			
23	Demand		Suppl.	Unsup.	Supplies	Take	Storages	(-With)	(-Inj)	Fuel	Fuel	Inv.	Full	Transport	Deliv.	Fuel	
24	-----																
25	--- Served ---																
60														A93401S_Wa	0.335	0.002	Yes
61														Te400221_Lam	2.373		No
62														Te400221_Han	11.515		No
63														A9W009E_L_P			Yes
64														A9W009E_H_P	6.539	0.034	Yes
65														A9W009E_L_We	0.273	0.001	Yes
66														A9W009E_H_We			Yes
67														Te800440_Lam	0.539	0.008	No
68														Te800440_Han	0.385	0.006	No
69														A9B105_P	8.46	0.043	Yes
70														Te330907_Lam	0.248		No
71														Te330867_Lam	0.813		No
72														Te330870_Lam	0.96		No
73														A933005_We	0.248	0.001	Yes
74														A933005_Wa	0.813	0.004	Yes
75														A933005_V	1	0.005	Yes
76														Te330844_Lam			No
77														Te330844_Han	2.583	0.034	No
78														A90106_STR_P	6.172	0.032	Yes
79														A90106_We	0.205	0.001	Yes
80														Te331801_Lam			No
81														Te331801_Han	0.079	0.001	No
82														Te331802_Lam			No
83														Te331802_Han	0.187	0.003	No
84														Te331722_Lam	0.538	0.011	No
85														Te331722_Han			No
86														Te331819_Lam	4.745	0.072	No
87														Te331819_Han			No
88														A9B105_We	0.079	0	Yes
89														A9S100S_Wa	0.187	0.001	Yes
90														A93011E_L_Pr	30.495	0.156	Yes
91														A93011E_H_Pr	20.146	0.103	Yes
92														A93011E_L_We			Yes
93														A93011E_H_We	1.221	0.006	Yes
94														A93011E_L_Wa	4.173	0.021	Yes
95														A93011E_H_Wa			Yes
96														Te800303_M2L	32.457	0.555	No
97														Te800303_M2H	13.477	0.23	No
98														Te800303_STI			No
99														ML_214129	9	0.069	No
100														A510801_P	6.5	0.125	Yes
101														A510801_Wa	6	0.115	Yes
102														A510801_We	0.5	0.01	Yes
103														Te800156_Lam	2.099	0.048	No
104														A93001ESCLWa	1.377	0.007	Yes
105														A93001ESCHWa	1.007	0.005	Yes
106														C31524_Maum	30	0.454	No
107														C31524_FSS			No
108														C31523_Broad	10	0.151	No
109														C31522_Eagle	3.6	0.055	No
110														C31520_Penns	3.855	0.058	No
111														C9631_CH	2.507	0.038	No
112														A90107_P	26.129	0.134	Yes
113														A90106_P	12.515	0.064	Yes

Delivers to City Gate

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
21	JAN 19	2020												Daily System Activity			Units: MDT
22									Adj	With.	With	Inj	Ending	%			
23	Demand		Suppl.	Unsup.	Supplies	Take	Storages	(-With)	(-Inj)	Fuel	Fuel	Inv.	Full	Transport	Deliv.	Fuel	
24	-----																
25	--- Served ---																
114														A9001_P	11.063	0.057	Yes
115														DTI100118_ST			No
116														Tel71Constra			No
117														TGP_2_Prov	36.506		No
118														AGT_2_Prov	134.03		No
119														TGP_2_Valley	63.038		No
120														AGT_2_Valley	1		No
121														AGT_2_Warren	9.587		No
122														AGT_2_West	6.66		No
123														NGLNG_LIQUEF			No
124														LIB_LIQUEF			No
125														ProvAGT2LNG			No
126														ValAGT2LNG			No
127														WarAGT2LNG			No
128														WestAGT2LNG			No
129														LIB_LIQ_Ex			No
130														LIB_LIQ_Prov			No
131														ProvTGP2LNG			No
132														ValTGP2LNG			No
133														DTI700086	2.021	0.04	No
134														Te800303_STX			No
135														Te800303_ETX			No
136														Te800303_WLA			No
137														Te800303_ELA			No
138														Te800156_STX			No
139														Te800156_ETX			No
140														Te800156_WLA			No
141														Te800156_ELA			No
142														DTI700087			No
143														Constel_LNG			No
144														ILS2ProvLNG			No
145														ILS2ExeLNG			No
146														A510801_Yank	3.911	0.075	No
147														AIM_Yank2Wes	3.865	0.046	Yes
148														Manchest_Lat			Yes
149																	
150		Total	369.8	18.78	Total	215.7	Total		158.5	0.266		3102.5	Total			4.232	

Delivers to City Gate

REDACTED

Division 1-5

Request:

Reference paragraph 6a, page 25, of the 2019 of the Gas Long-Range Supply Plan with respect to the Company's design hour requirements. Please identify:

- a. All resources being acquired by the Company to meet design hour requirements;
- b. Provide the analysis supporting the quantities of the resources to be acquired;
- c. Identify the costs by rate component of the resources being acquired;
- d. Explain how the costs associated with the acquired resources will be recovered from capacity exempt FT-1 customers, capacity assigned FT-1 customers; and FT-2 customers; and
- e. Explain how the resources will be used to meet design hour requirements.

Response:

- a. To meet design hour requirements, the Company has acquired the following resources:
 1. Portable LNG storage and vaporization equipment to be staged at Old Mill Lane (up to 650 Dth/hour) and Cumberland (up to 750 Dth/hour).
 2. Winter Liquid Volumes (LNG) (volumes to be determined)
 3. Incremental Tennessee Gas Pipeline capacity from Dracut, MA to Cranston, RI (20,000 Dth/day)
- b. The Company compares the forecasted hourly flows from its Synergi Gas® network analysis modeling software with the supply resources delivered to its take stations which include the following: contractual hourly entitlements of the Company's existing transportation contracts, on-system peaking assets and expected deliveries by marketers as further described on page 19 of the Company's Gas Long-Range Supply Plan (LRP). The table below shows the hourly imbalance at each take 1 station for the first year (2019/20) and last year (2023/24) of the forecast period. This same chart was included in the Company's July 2, 2019 LRP, but has been updated to include corrected volumes at the Dey Street and Cranston meters.

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Pipeline/LNG	Lateral	Take Station	Meter No.	2019/20			2023/24		
				Total Supply Deliveries Company & Marketers (Dth/hr)	Total Firm Peak Hour Model Flow (DTH/hr)	Total Firm Peak Hour Balance (-) = Shortfall (+) = Surplus (DTH/hr)	Total Supply Deliveries Company & Marketers (Dth/hr)	Total Firm Peak Hour Model Flow (DTH/hr)	Total Firm Peak Hour Balance (-) = Shortfall (+) = Surplus (DTH/hr)
AGT	G	Barrington	00064	0	0	0	0	0	0
AGT	G	Warren	00012	811	794	17	770	794	-24
AGT	G	Burrillville	00044	0	30	-30	0	31	-31
AGT	G	Crary St	00842	0	2,060	-2,060	0	2,060	-2,060
AGT	G	Dey St	00004	5,540	2,077	3,463	5,704	2,091	3,613
AGT	G	Cumberland	00083	42	49	-8	42	49	-8
AGT	G	Portsmouth	00013	1,045	1,210	-164	1,045	1,231	-186
AGT	G	Tiverton	00033	56	68	-12	56	70	-14
AGT	G	E Providence	00010	1,698	2,221	-523	1,698	2,342	-644
AGT	E	Westerly	00008	144	112	32	144	114	30
AGT		Montville	00059	208	233	-25	208	246	-38
TGP	Cranston	Cranston	420750	2,794	2,107	687	4,082	3,151	931
TGP	Cranston	Lincoln	420758	1,283	1,053	230	1,283	1,054	230
TGP	Cranston	Smithfield	420910	450	1,608	-1,158	450	1,638	-1,188
TGP		Cumberland	420135	1,343	1,823	-480	1,343	1,832	-489
LNG		Exeter		1,000	1,000	0	1,000	1,000	0
LNG (incl. KLNG)		Providence		3,958	4,750	-792	3,958	4,750	-792
LNG		Cumberland		750	750	0	750	750	0
Total:				21,122	21,944	-821	22,532	23,202	-670

- c. Please see the following table, which contains confidential pricing information. Accordingly, the Company is providing a redacted version of this response for the public record, subject to a Motion for Protective Treatment.

	Fixed Cost	Variable Cost
1. Portable LNG storage and vaporization equipment	\$ [REDACTED]	[REDACTED] per day (Cumberland) [REDACTED] per day (Old Mill Lane)
2. Winter Liquid Volumes (LNG)	TBD	TBD
3. Incremental Tennessee Gas Pipeline capacity	\$1,114,344	Transportation Rate = \$0.0350 per Dth/day

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- d. The costs of these resources will be included in the peaking charge assessed to marketers serving FT-2 customers.
- e. The Company's Gas Control Center and Energy Procurement groups will coordinate the dispatch of these assets when forecasted weather approaches design day criteria. Gas Control will monitor pipeline conditions, system pressures, and expected supply flows at each take station and request resources as needed.

Division 1-7

Request:

Reference pages 13 and 14 of the 2019 Gas Long-Range Supply Plan:

- a. Please provide a copy of the analysis supporting the design day standard of 68 HDD and the associated probability of occurrence of one in 58.92 years. Include all weather data used in the supporting analysis.
- b. Please provide a copy of the analysis supporting the design year standard of 6,250 HDD and the associated probability of occurrence of once in 37.47 years. Include all weather data used in the supporting analysis.

Response:

- a. Please see the Excel spreadsheet provided as Attachment DIV-1-7-1. The design day standard of 68 HDD (as seen on tab "ProbOfOccur") is selected as the midpoint of the cost-benefit intersection and it is calculated on tab "3f-NewCentroid" as 67.2 and, since HDD are integer values, it was rounded up to 68 HDD. The associated weather data is found on tab "0-Tavg-WinterData." Although Attachment DIV1-7-1 references the Company's 2018 Long Range Plan, it contains the data that was used in preparation of the 2019 Long Range Plan.
- b. Please see the Excel spreadsheet provided as Attachment DIV-1-7-2. The design year standard of 6,250 HDD (as seen on tab "ProbOfOccur") is selected as the midpoint of the cost-benefit intersection and it is calculated on tab "2f-alt-Centroid-HiPrice." The associated weather data is found on tab "WX-Data." Although Attachment DIV1-7-2 references the Company's 2018 Long Range Plan, it contains the data that was used in preparation of the 2019 Long Range Plan.

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Attachment DIV 1-7-1 through DIV 1-7-2

Please see Excel files provided on USB Flash drive.

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Division 1-8

Request:

Please provide a copy of each contract for citygate delivered supplies in effect for the period April 2018 through March 2020.

Response:

See Confidential Attachment DIV 1-8 for executed transaction confirmations for citygate delivered supplies in effect for the period April 2018 through March 2020. The Company will supplement this response as additional transaction confirmations are executed. Because Confidential Attachment DIV 1-8 contains commercially sensitive pricing information, the Company is also providing a redacted version of this attachment, subject to a Motion for Protective Treatment.

REDACTED

184574
NG Phys Option: 29778
NG Phys Fee: 297796

TRANSACTION CONFIRMATION

<p>ENGIE Gas & LNG LLC</p>	<p>Date: August 7, 2018 Transaction Confirmation: NSB042-17</p>
---------------------------------------	---

This Transaction Confirmation is subject to the Base Contract between Seller, formerly known as GDF SUEZ Gas NA LLC, and Buyer dated December 19, 2011, as amended. The terms of this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.

<p>Seller or Party A:</p> <p>ENGIE Gas & LNG LLC 1990 Post Oak Blvd Suite 1900 Houston TX 77056 Attn: Contract Administration Telephone: (713) 636-1742 Facsimile: (713) 636-1247 Email: jason.austin@engie.com Base Contract No.: NSB042</p>	<p>Buyer or Party B:</p> <p>The Narragansett Electric Company d/b/a National Grid c/o National Grid 100 East Old Country Road Hicksville, NY 11801 Attn: Director - Gas Contracting and Regulatory Compliance Telephone: (516) 545-3108 Email: john.allocca@Nationalgrid.com</p>
---	---

Contract Price: Buyer shall pay to Seller a Contract Price per MMBtu of Gas equal to the following two components:

1. **Commodity Rate.** For each MMBtu of Gas delivered to Buyer during the Delivery Period, Buyer will pay to Seller a rate per MMBtu equal to [REDACTED] ("Commodity Rate"); and

2. **Demand Charge:** Additionally, Buyer shall make annually, a non-refundable demand charge payment to Seller of [REDACTED] for Firm delivery of Gas set forth herein ("Demand Charge"). The Demand Charge due and payable hereunder shall be paid to Seller in four monthly installments of [REDACTED] in December 2018, and January, February and March 2019.

The Commodity Rate and the Demand Charge components, each as stated on a per MMBtu basis, are hereinafter collectively referred to as the "Contract Price" (per MMBtu).

[REDACTED]

Delivery Period: The total term of this Transaction Confirmation shall be December 1, 2018, at 10:00 am Eastern Time (ET) through and including 9:59 am ET on April 1, 2019: ✓

REDACTED

Performance Obligation and Contract Quantity: Firm Gas service.

Firm (Variable) Quantity: On any day during the Delivery Period, Buyer shall have the right, but not the obligation, to purchase on a Firm basis a "Maximum Daily Quantity" or "MDQ" of Gas not to exceed **14,100 MMBtu/day** and a total Contract Quantity of **507,600 MMBtu** during the Delivery Period. ✓

Delivery Point(s):

For Firm delivery service of Gas on the Algonquin Gas Transmission system at a primary firm point at Meter No. 00012 (Warren) in the maximum amount of 1,000 MMBtu/Day and at a secondary firm in-path point at Meter No. 00018 (Bourne) in the maximum amount of 13,100 MMBtu/Day.

Special Conditions:

- Scheduling:** All Notices and communications given in connection with Nominations pursuant to Section 4 of the Base Contract may be provided by telephone or instant messaging. Buyer shall make all Nominations for deliveries of Gas occurring on any weekday, weekend day (Saturday, Sunday and Monday), and any Holiday, prior to 10:00 a.m. Eastern Time (ET) on the Business Day prior to the Day of Gas flow; for purposes herein, "Holiday" shall mean any day that the Intercontinental Exchange ("ICE") designates as a holiday. [REDACTED]
- [REDACTED]
- Dodd-Frank Compliance:** The parties agree that for purposes of this Transaction Confirmation and as of the Trade Date each party is a producer, processor, commercial user of, or a merchant handling the commodity that is the subject of the Transaction Confirmation and is entering into this Transaction Confirmation solely for purposes related to its business as such. The parties confirm their intention that if any such commodity option transaction be physically settled, such that if exercised, it results in the sale of a commodity for either immediate or deferred delivery.
- In the event of a conflict between the terms and conditions of the (i) Transaction Confirmation, (ii) Special Provisions, and (iii) Base Contract, the terms and conditions of the documents shall govern in the priority listed in this proviso.
- Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended, and as supplemented and modified by the Special Provisions.

Seller: **ENGIE Gas & LNG LLC**

By: [Signature]

Name: R. Wilson

Title: CEO

Date: 9/19/2018

Buyer: **The Narragansett Electric Company d/b/a National Grid**

By: [Signature]

Name: Patricia Gamarra
Authorized Signatory

Title: _____

Date: 9/19/2018

SRK

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Division 1-9

Request:

Please provide a copy of the Excel files supporting the calculations presented in Chart IV-E-1 of the 2019 Gas Long-Range Supply Plan.

Response:

Please see Confidential Attachment DIV 1-9 in Excel format.

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Attachment DIV 1-9

Confidential Excel file not included in public filing.

Division 1-11

Request:

Please provide an explanation and all supporting calculations, workpapers, and databases relied upon to develop the Company's design day total firm throughput and planning load throughput projections for the winter of 2019/20. Include relevant data showing how sales customer, FT-1 capacity exempt transport, FT-1 capacity assigned, and FT-2 capacity assigned transport demands were determined. Include the data in Excel format. Also, identify the actual predictive equations utilized and provide statistical model output and independent variable inputs.

Response:

As described in Section III.C.2 of its 'Gas Long-Range Resource and Requirements Plan for the forecast Period 2019/20 to 2023/24' as submitted to the Rhode Island Division of Public Utilities and Carriers on July 2, 2019 (the Long Range Plan), the Company performs regression analysis, at the wholesale (citygate) level, for its capacity-eligible FT-1, capacity-exempt FT-1, and non-firm customers, in addition to its total throughput. Annually, when it performs this analysis, it relies on the most recent 12 months of daily data. In the case of the 2019 submission, the twelve-month period was April 1, 2018 through March 31, 2019. By subtracting its daily capacity-eligible FT-1, capacity-exempt FT-1, and non-firm customer volumes from its total daily throughput volumes, the Company can infer the daily volume for the combined Sales and FT-2 capacity-eligible customers. Since these two customer groups are not metered daily, it relies on the ratios of the monthly volumes to infer the amount of daily Sales and daily FT-2 volumes separately. The growth in its retail (burner tip) forecast will inform the volumetric growth in the Sales, FT-2 capacity-eligible, capacity-eligible FT-1, capacity-exempt FT-1, and non-firm customer groups.

The input data for the Company's regression analysis is provided herein as Attachment DIV 1-11.

The details of the regression equation input data and form applied to these customer groups is described on pages 8-10 of the Long Range Plan. Below are the 2018-19 regression equations and their statistical results used in the Company's current forecast. HDD2 is the Slope1 coefficient, WE2 is the weekend variable, dT2 is the lagged temperature variable, and U1.HDD2 is the Slope2 coefficient.

Total Throughput Wholesale Regression Equation

```
segmented.lm(obj = test2.lm, seg.Z = ~HDD2, psi = 10)

Estimated Break-Point(s):
  Est. St.Err
  6.834  0.341

Meaningful coefficients of the linear terms:
      Estimate Std. Error t value Pr(>|t|)
(Intercept) 54063.77      929.89  58.140 < 2e-16 ***
HDD2         688.58       98.92   6.961 1.68e-11 ***
WE2        -3644.65      613.76  -5.938 6.95e-09 ***
dT2        -925.22       64.57 -14.328 < 2e-16 ***
U1.HDD2     5556.85      114.73  48.436      NA
---
Signif. codes:  0 '***' 0.001 '**' 0.01 '*' 0.05 '.' 0.1 ' ' 1

Residual standard error: 8341 on 350 degrees of freedom
Multiple R-Squared: 0.9887, Adjusted R-squared: 0.9886
```

FT-1 Wholesale Regression Equation

```
segmented.lm(obj = test2.lm, seg.Z = ~HDD2, psi = 10)

Estimated Break-Point(s):
  Est. St.Err
  5.164  0.581

Meaningful coefficients of the linear terms:
      Estimate Std. Error t value Pr(>|t|)
(Intercept) 6726.900      64.084 104.97 <2e-16 ***
HDD2         76.030       6.757  11.25 <2e-16 ***
WE2        -847.839      38.888 -21.80 <2e-16 ***
dT2        -48.262       4.091 -11.80 <2e-16 ***
U1.HDD2     204.004       7.583  26.90      NA
---
Signif. codes:  0 '***' 0.001 '**' 0.01 '*' 0.05 '.' 0.1 ' ' 1

Residual standard error: 529.7 on 350 degrees of freedom
Multiple R-Squared: 0.9822, Adjusted R-squared: 0.9819
```

Capacity-Exempt Wholesale Regression Equation

```
segmented.lm(obj = test2.lm, seg.Z = ~HDD2, psi = BP)
```

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Estimated Break-Point(s):

Est.	St.Err
3.642	0.661

Meaningful coefficients of the linear terms:

	Estimate	Std. Error	t value	Pr(> t)	
(Intercept)	12377.392	107.912	114.699	<2e-16	***
HDD2	19.521	11.113	1.757	0.0799	.
WE2	-777.099	53.996	-14.392	<2e-16	***
dT2	-54.343	5.679	-9.569	<2e-16	***
U1.HDD2	257.238	11.868	21.675	NA	

Signif. codes: 0 '***' 0.001 '**' 0.01 '*' 0.05 '.' 0.1 ' ' 1

Residual standard error: 735 on 350 degrees of freedom
Multiple R-Squared: 0.9633, Adjusted R-squared: 0.9627

Non-Firm Wholesale Regression Equation

segmented.lm(obj = test2.lm, seg.Z = ~HDD2, psi = BP)

Estimated Break-Point(s):

Est.	St.Err
36.370	0.702

Meaningful coefficients of the linear terms:

	Estimate	Std. Error	t value	Pr(> t)	
(Intercept)	4545.766	68.836	66.037	< 2e-16	***
HDD2	-7.085	3.096	-2.288	0.0227	*
WE2	-368.209	65.020	-5.663	3.11e-08	***
dT2	32.586	6.862	4.749	2.99e-06	***
U1.HDD2	-381.602	36.706	-10.396	NA	

Signif. codes: 0 '***' 0.001 '**' 0.01 '*' 0.05 '.' 0.1 ' ' 1

Residual standard error: 888.1 on 350 degrees of freedom
Multiple R-Squared: 0.4537, Adjusted R-squared: 0.4459

Sales+FT-2 Capacity-Eligible Regression Equation

segmented.lm(obj = test2.lm, seg.Z = ~HDD2, psi = 10)

Estimated Break-Point(s):

Est.	St.Err
7.307	0.334

Meaningful coefficients of the linear terms:

Estimate	Std. Error	t value	Pr(> t)
----------	------------	---------	----------

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(Intercept)	30553.40	822.90	37.129	< 2e-16	***
HDD2	623.63	87.54	7.124	6e-12	***
WE2	-1636.67	554.74	-2.950	0.00339	**
dT2	-849.03	58.40	-14.538	< 2e-16	***
U1.HDD2	5134.11	102.61	50.035		NA

Signif. codes: 0 '***' 0.001 '**' 0.01 '*' 0.05 '.' 0.1 ' ' 1

Residual standard error: 7535 on 350 degrees of freedom

Multiple R-Squared: 0.9889, Adjusted R-squared: 0.9887

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Attachment DIV 1-11

Please see Excel file provided on USB Flash drive.

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Division 1-15

Request:

For each pipeline transportation contract reflected in Chart IV-C-2 of the 2019 Gas Long-Range Supply Plan. For the primary receipt point(s) under each contract, please identify an applicable published index price location. Also identify other receipt points commonly used by the Company on each pipeline delivery path and identify an applicable published index price location for each of these receipt points.

Response:

Refer to Attachment DIV 1-15.

Contract	Pipeline	Primary Point	Platts Index - Primary Location	Additional Index
9001	AGT	Hanover-TCO	Texas Eastern - M3	
90106	AGT	Hanover-TCO	Texas Eastern - M3	
90106	AGT	Lambertville	Texas Eastern - M3	
90106	AGT	Centerville	Texas Eastern - M3	
90107	AGT	Hanover-TCO	Texas Eastern - M3	
933005	AGT	Lambertville	Texas Eastern - M3	
93001ESC	AGT	Lambertville	Texas Eastern - M3	
93001ESC	AGT	Hanover-Tetco	Texas Eastern - M3	
93011E	AGT	Lambertville	Texas Eastern - M3	
93011E	AGT	Hanover-Tetco	Texas Eastern - M3	
93401S	AGT	Lambertville	Texas Eastern - M3	
96004SC	AGT	Centerville	Texas Eastern - M3	
96004SC	AGT	Lambertville	Texas Eastern - M3	
9B105	AGT	Lambertville	Texas Eastern - M3	
9S100S	AGT	Lambertville	Texas Eastern - M3	
9W009E	AGT	Lambertville	Texas Eastern - M3	
9W009E	AGT	Hanover-Tetco	Texas Eastern - M3	
510801	AGT	Ramapo	Texas Eastern - M3	
510985	AGT	G-12 System	No Index	
510877	AGT	No Location		
31520	TCO	Pennsburg	Columbia Gas, Appalachia	ICE Columbia Gas, A04 Pool
31522	TCO	Eagle	Columbia Gas, Appalachia	ICE Columbia Gas, A04 Pool
31523	TCO	Broad Run	Columbia Gas, Appalachia	ICE Columbia Gas, A04 Pool
31524	TCO	Maumee	Columbia Gas, Appalachia	ICE Columbia Gas, A04 Pool, ICE Columbia Gas, A06 Pool
9631	TCO	TCO Storage Point	No Index	
100118	DTI	Tetco - Oakford	Texas Eastern - M2, receipts	
100118	DTI	Title Transfer Point - South	Dominion, South Point	
100118	DTI	DETI STRG Point	No Index	
700086	DTI	DETI STRG Point	No Index	
700087	DTI	DETI STRG Point	No Index	
700087	DTI	Title Transfer Point - South	Dominion, South Point	
700087	DTI	Title Transfer Point - North	Dominion, North Point	
50001	IGT	Waddington	Iroquois, receipts	
210165	MPL	Corning	No Index	Millennium, East receipts
210203	PNGTS	Pittsburg (East Hereford)	No Platts Index	ICE PNGTS

10807	TGP	Ellisburg	No Index	Tennessee, zone 4 - 313 Pool
10807	TGP	Northern Storage	No Index	Tennessee, zone 4 - 313 Pool
39173	TGP	TC - Niagara	Niagara	
1597	TGP	Zone 0 South	Tennessee, Zone 0	Tennessee, zone 4 - 200 Leg
1597	TGP	Zone 0 North	Tennessee, Zone 0	Tennessee, zone 4 - 200 Leg
1597	TGP	Zone 1 100 Leg	Tennessee, Zone 1	Tennessee, zone 4 - 200 Leg
1597	TGP	Zone L 500L	Tennessee, Louisiana, 500 Leg	Tennessee, zone 4 - 200 Leg
1597	TGP	Zone L 800L	Tennessee, Louisiana, 800 Leg	Tennessee, zone 4 - 200 Leg
62930	TGP	Dracut	Dracut, Mass.	
64025	TGP	Zone 0 South	Tennessee, Zone 0	Tennessee, zone 4 - 200 Leg
64026	TGP	Zone 0 South	Tennessee, Zone 0	Tennessee, zone 4 - 200 Leg
95345	TGP	IGT - Wright	Iroquois, zone 1	
330580	TGP	Distrigas	No Index	Tennessee, Zone 6, delivered North
330580	TGP	Dracut	Dracut, Mass.	
330581	TGP	Distrigas	No Index	Tennessee, Zone 6, delivered North
2943	TETCO	LMS-MA	No Index	
330844	TETCO	DTI - Leidy	Texas Eastern - M3	
330845	TETCO	DTI - Leidy	Texas Eastern - M3	
330867	TETCO	Chambersburg	Texas Eastern - M3	
330867	TETCO	Lambertville	Texas Eastern - M3	
330870	TETCO	Chambersburg	Texas Eastern - M3	
330870	TETCO	Lambertville	Texas Eastern - M3	
330907	TETCO	Chambersburg	Texas Eastern - M3	
330907	TETCO	Lambertville	Texas Eastern - M3	
331722	TETCO	Hanover-Tetco	Texas Eastern - M3	
331722	TETCO	Lambertville	Texas Eastern - M3	
331722	TETCO	DTI - Oakford	Texas Eastern - M2, receipts	
331801	TETCO	Hanover-Tetco	Texas Eastern - M3	
331801	TETCO	Lambertville	Texas Eastern - M3	
331801	TETCO	DTI - Waynesburg	Texas Eastern - M2, receipts	
331801	TETCO	DTI - Somerset	Texas Eastern - M2, receipts	
331801	TETCO	DTI - Oakford	Texas Eastern - M2, receipts	
331801	TETCO	DTI - Leidy	Texas Eastern - M3	
331802	TETCO	Hanover-Tetco	Texas Eastern - M3	
331802	TETCO	Lambertville	Texas Eastern - M3	
331802	TETCO	DTI - Waynesburg	Texas Eastern - M2, receipts	

331802	TETCO	DTI - Somerset	Texas Eastern - M2, receipts	
331802	TETCO	DTI - Oakford	Texas Eastern - M2, receipts	
331802	TETCO	DTI - Leidy	Texas Eastern - M3	
331819	TETCO	DTI - Oakford	Texas Eastern - M2, receipts	
331819	TETCO	Lambertville	Texas Eastern - M3	
331819	TETCO	Hanover-Tetco	Texas Eastern - M3	
800156	TETCO	No location		Texas Eastern - M2, receipts, STX, ELA, ETX, WLA, M1 30 in.
800303	TETCO	No location		Texas Eastern - M2, receipts, STX, ELA, ETX, WLA, M1 30 in.
800440	TETCO	No Location		
42386	TRANSCANADA	Union Parkway		
58577	TRANSCANADA	Union Parkway		
9081767	TRANSCO	Wharton - National Fuel	Transco, Leidy Line receipt	
M12164	UNION	Parkway		
M12274	UNION	Dawn - TCPL	Dawn, Ontario	

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Division 1-17

Request:

For the 12-month period April 2018 through March 2019, please provide:

- a. A monthly history of storage injections and withdrawals for each of the Company's LNG facilities;
- b. Applicable injection and withdrawal prices; and
- c. End-of-month storage inventory balances.

Response:

Please see the table below for monthly injection and withdrawal volumes and ending balances for Exeter and Providence LNG facilities. Monthly injection and withdrawal pricing are included in the table. The table below contains confidential pricing information. Accordingly, the Company is providing a redacted version of this response for the public record, subject to a Motion for Protective Treatment.

	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19
Exeter												
Injection (Dth)	31,398	8,741	-	16,257	8,982	3,995	14,470	23,135	5,293	5,334	37,368	23,050
Injection Price	[REDACTED]											
Withdrawal (Dth)	4,355	3,530	3,032	4,159	3,861	3,384	4,195	6,725	9,493	47,084	13,587	10,484
Withdrawal Price	\$ 5.104	\$ 5.484	\$ 5.394	\$ 5.306	\$ 5.221	\$ 5.183	\$ 5.174	\$ 5.149	\$ 5.247	\$ 5.231	\$ 5.128	\$ 5.117
Adjustments (Dth)	472	146	(134)	77	1,414	(2,520)	926	(96)	60	(130)	1,055	(1,092)
Ending Balance (Dth)	147,312	152,669	149,503	161,678	168,213	166,304	177,505	193,819	189,679	147,799	172,635	184,109
Providence												
Injection (Dth)	129,684	139,075	52,398	57,597	57,393	39,255	41,964	48,144	46,238	25,871	86,215	59,971
Injection Price	[REDACTED]											
Withdrawal (Dth)	92,173	15,481	11,241	12,514	12,316	11,266	12,826	62,626	14,018	111,617	40,970	20,788
Withdrawal Price	\$ 5.104	\$ 5.484	\$ 5.394	\$ 5.306	\$ 5.221	\$ 5.183	\$ 5.174	\$ 5.149	\$ 5.247	\$ 5.231	\$ 5.128	\$ 5.117
Adjustments (Dth)	(9,405)	6,163	(266)	(41)	286	3,739	(308)	(2,140)	(284)	(8,402)	(3,440)	219
Ending Balance (Dth)	226,481	356,238	397,129	442,171	487,534	519,262	548,092	531,470	563,406	469,258	511,063	550,465

Please note that monthly adjustment volumes are included in the table. Adjustments can be due to various elements such as the timing of trucking schedules.

Division 1-18

Request:

Please provide a copy of the daily load duration curve presented on page 52 of the 2019 Gas Long-Range Supply Plan and all supporting data points in Excel format.

Response:

Please see Attachment DIV 1-18 for a copy of the daily load duration curve presented on page 52 of the Long Range Plan in Excel format.

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Attachment DIV 1-18

Please see Excel file provided on USB Flash drive.

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Division 1-19

Request:

Please identify all occasion during the last five years in which the Company has invoked the curtailment provisions of its tariff. Identify the reason for the curtailment, volumes, and number of customers.

Response:

Please see Attachment DIV 1-19, RI Curtailments 2014-2019, for all occasions including dates of curtailment and number of customers for the past five years.

Curtailments Issued to Non-Firm Accounts in Rhode Island

	Date issued	Date Lifted	Duration	Reason	# of non-firm accounts
2014	1/6/2014	1/10/2014	3 Gas Days	Cold Weather	15
	1/18/2014	1/18/2014	0.5	Cold Weather	15
	1/21/2014	1/30/2014	8	Cold Weather	15
	2/6/2014	2/13/2014	7	Cold Weather	15
	2/16/2014	2/17/2014	1	Cold Weather	15
	2/25/2014	3/6/2014	9	Cold Weather	15
	3/7/2014	3/7/2014	1	System Integrity	1
	3/13/2014	3/14/2014	1	Cold Weather	15
	3/17/2014	3/18/2014	1	Cold Weather	15
2015	01/06/15	01/11/15	5	Cold Weather	12
	01/13/15	01/17/15	4	Cold Weather	12
	01/25/15	02/07/15	13	Cold Weather	12
	02/09/15	02/21/15	12	Cold Weather	12
	02/23/15	03/01/15	6	Cold Weather	12
	03/05/15	03/07/15	2	Cold Weather	12
2016	01/04/16	01/06/16	2	Cold Weather	12
	01/13/16	01/14/16	1	Cold Weather	12
	01/18/16	01/23/16	5	Cold Weather	12
	02/11/16	02/15/16	4	Cold Weather	12
	12/15/16	12/17/16	2	Cold Weather	12
2017	1/6/2017	01/10/17	4	Cold Weather	12
	2/2/2017	02/05/17	3	Cold Weather	12
	2/9/2017	02/11/17	2	Cold Weather	12
	2/16/2017	02/17/17	1	Cold Weather	12
	3/4/2017	03/05/17	1	Cold Weather	12
	3/15/2017	03/18/17	3	Cold Weather	12
	12/13/17	12/15/17	2	Cold Weather	11
	12/27/17	01/08/18	12	Cold Weather	11
2018	01/14/18	01/16/18	2	Cold Weather	11
	02/02/18	02/03/18	1	Cold Weather	11
	11/21/2018	11/24/2018	3	Cold Weather	11
2019	1/11/2019	1/14/2019	3	Cold Weather	11
	1/20/2019	1/23/2019	3	Cold Weather	11
	1/30/2019	2/3/2019	4	Cold Weather	11
	2/26/2019	3/1/2019	3	Cold Weather	11
	3/5/2019	3/8/2019	3	Cold Weather	11

Division 1-20

Request:

Please provide a complete monthly history of the Company's capacity release activity for the period April 2018 through March 2019. Provide a copy of the requested information in Excel format. The history should identify capacity released for on-system FT-1 and FT-2 transportation customers and releases to others separately, as well as any capacity acquired. Include the following:

- a. Amount of capacity available for release by pipeline and rate schedule;
- b. The applicable pipeline, acquiring party, quantity by zone, rate, duration, and revenues;
- c. The otherwise applicable maximum interstate pipeline rate; and
- d. Whether any conditions were placed on the release, and whether the capacity was recalled prior to the expiration of the initial term and the release.

Response:

Refer to the Excel spreadsheet provided as Attachment DIV 1-20-1 for Company capacity release transactions. All capacity releases were done subject to recall. Refer to the Excel spreadsheet provided as Attachment DIV 1-20-2 for capacity released for on-system FT-1 and FT-2 transportation customers.

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Attachments DIV 1-20-1 and 1-20-2

Please see Excel files provided on USB Flash drive.

Division 1-21

Request:

Please provide a complete monthly history of the Company's off-system sales activities period April 2018 through March 2019. Provide a copy of the requested information in Excel format.

Include the following:

- a. Buyer;
- b. Date arrangement was agreed upon;
- c. Date(s) sold;
- d. Quantity sold each day;
- e. Pipeline receipt point and zone;
- f. Pipeline delivery point and zone;
- g. Date(s) gas supplies were purchased to accommodate each off-system sale;
- h. Quantity purchased each day;
- i. Cost associated with gas purchased, including acquisition source, price, and transportation arrangement;
- j. Avoided costs;
- k. Sales price; and
- l. Net revenues.

Response:

Please refer to the Excel spreadsheet provided as Attachment DIV 1-21-1. Attachment DIV 1-21-1 contains commercially sensitive and confidential information that is subject to a Motion for Protective Treatment.

The Company has not included supply purchase details as part of this response, because the Company does not account for margins by streaming specific purchases to specific sales. As described in Section III E of the Company's Natural Gas Portfolio Management Plan, effective April 1, 2016 and provided as Attachment JMP-3 to the prefiled direct testimony of Company Witness John M. Protano in this docket, the Company created a weighted average price of all purchased supply and uses that cost to calculate margins against all its sales. For ease of review, the Company is providing Attachment JMP-3 as Attachment DIV 1-21-2 to this data request.

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Attachment DIV 1-21-1

Confidential Excel file not included in public filing.

National Grid
Rhode Island

March 21, 2016
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National Grid Natural Gas Portfolio Management Plan

Effective April 1, 2016

I. Objectives

To encourage the Company to minimize gas costs to customers by coupling a least-cost dispatch with an asset optimization program designed to obtain the maximum value from the gas supply portfolio resources.

II. Structure of the Incentive Plan (Plan)

- A. This Plan will become effective April 1, 2016. It will be reviewed with each Gas Cost Recovery (GCR) filing. The Company will file its Report on the Plan on June 1st each year showing the results of the Plan for the prior year, April 1 to March 31.
- B. Under this Plan, the Company will discontinue contracting with an asset manager as a full outsource supplier and will undertake the functions previously performed by the asset manager using Company resources.
- C. To measure the Company's performance under the Plan and the benefits to customers, the Company will operate under the Plan in a way that parallels previous asset management contracts with outsource suppliers (*e.g.*, Merrill Lynch, ConocoPhillips).
- D. The starting point for the measurement of the optimization benefits will be based on a least cost dispatch order of the available resources in the supply portfolio coupled with a one-seventh ratable storage refill plan. The Company will receive a sharing of the benefits under this incentive plan to the extent it reduces costs below the level obtainable through purchasing under the least cost purchase dispatch order and ratable storage fill plan.
- E. This Plan will not be affected by or interact with the Gas Purchase Incentive Plan (GPIP) in any way. Because GPIP utilizes the purchase of future contracts for hedging, the GPIP does not affect the direct purchasing of supplies or the use of storage in any way, making the two plans entirely independent. The Company will operate under the Plan in a way that parallels the current practice; therefore the effectiveness of the GPIP will not be affected in any way.

III. Revenue Sharing

A. Rhode Island Customer Threshold

The Rhode Island customers will receive 100% of the first \$2,000,000 of annual gas cost optimization benefits. If the total annual gas cost optimization benefits do not exceed \$2,000,000 then the Rhode Island customers will only receive 100% of the actual total benefit.

B. Sharing of Net Proceeds between \$2,000,000 and \$5,000,000

Rhode Island customers will receive 80% of all net proceeds between \$2,000,000 and \$5,000,000 and the Company will receive 20% of the net proceeds between \$2,000,000 and \$5,000,000.

C. Sharing of Net Proceeds between \$5,000,000 and \$10,000,000

Rhode Island customers will receive 90% of all net proceeds between \$5,000,000 and \$10,000,000 and the Company will receive 10% of the net proceeds between \$5,000,000 and \$10,000,000.

D. Sharing of Net Proceeds above \$10,000,000

Rhode Island customers will receive 94% of all net proceeds above the \$10,000,000 and the Company will receive 6% of the net proceeds above \$10,000,000.

E. Calculation of Optimization Benefits

The optimization benefit will be calculated annually for the optimization activity executed during the year. The optimization benefit for revenue sharing will be calculated as the positive value of; the revenue from sales to the Rhode Island customers at the citygate and storage facilities, plus the revenue from sales to third parties, less the costs to procure all supplies as well as all variable costs associated with the purchase, delivery and storage.

IV. Description of the Least Cost Dispatch Order

- A. The least cost dispatch order, by which natural gas will be priced for Rhode Island customers for baseload and daily nominations will be based on published index prices. An index price is a published price for gas supply at a particular location, in this case, the point of receipt for the Company's pipeline capacity where it purchases supply to transport on its pipeline transportation capacity. Each year, the

Company will analyze the historic and forward reference index price for each receipt point and each asset path's delivered price to the citygate. Based on these historical and forward index prices and the delivered cost of each path, the Company will establish an order from the least cost to the highest cost path. To establish a least cost dispatch, the Company will match the index price order with the available assets for each month. This process will be performed more frequently if changes occur to the portfolio (*e.g.*, new pipeline services are added to the portfolio) or changes occur in the wholesale market that would impact the least cost dispatch. The Company will notify the Division of the least cost dispatch order prior to the start of the year and inform it of any changes during the year.

- B. An index price formula will not be used in non-standard transactions. Examples of non-standard transactions are intraday purchases, non-ratable weekend purchases, fixed price, fixed basis transactions at a location that does not have a published index, or other Additional Company Assets described below in section VI. For non-standard transactions, the actual purchase price, plus variable costs to deliver, will be charged to the Rhode Island customers.
- C. The Index Pricing formula uses Platts "Inside FERC's Gas Market Report, Prices of Spot Gas Delivered to Pipelines", for baseload gas purchases for any month (FOM). The Index Pricing formula uses Platts "Gas Daily, Daily price survey", Midpoint prices for gas purchased for next day or ratable deliveries over the weekend (Gas Daily).

V. Baseload and Daily Nominations

- A. Baseload Nominations - Each month, at least six business days prior to the start of the month of flow, the Company will nominate a separate baseload volume for deliveries at the Tennessee Gas Pipeline citygates and the Algonquin Gas Transmission citygates as under the current practice. This volume will be priced to the Rhode Island customers based on the least cost dispatch as described above in Section IV.
- B. Daily Nominations – Each day, prior to 8:30AM EST, the Company will nominate a separate, incremental daily volume for deliveries at the Tennessee Gas Pipeline (TGP) citygates and the Algonquin Gas Transmission (AGT) citygates as under the current practice. To fill this incremental daily need, the Company will dispatch supply from any or any combination of the available sources below:
 - a. Transportation capacity – The Company nominates volumes from the remaining transportation capacity at each pipeline citygate. This volume is

priced to the Rhode Island customers based on the next available asset path under a least cost dispatch as described in Section IV.

- b. Storage – The Company may nominate supply from each storage facility subject to contractual limitations. Intraday injections or withdrawals will be subjected to the remaining capabilities of each storage facility and may be affected by certain pipeline and/or storage facility restrictions;
- c. Citygate purchases – At times, the Company may nominate volumes to be purchased at its citygates. This volume will be priced to the Rhode Island customers based on the actual purchase price and will be a direct pass through; and
- d. Additional Company Assets – The Company may nominate volumes from any other available asset at its disposal. These include, but are not limited to peaking supplies or any liquid/vapor contracts. This volume will be priced to the Rhode Island customers based on the actual contract price or inventory cost plus variable delivery costs.

C. Storage Injections

- a. During the months of April through and including October, Storage injection quantities will be calculated as 97% of the total storage Maximum Storage Quantity (MSQ), less the ending inventory on March 31. As is the practice today, this quantity will be deemed to be injected ratably over the seven month period. Any Rhode Island customer withdrawals in April will be deemed to be injected ratably over the next six months, May through October period; and
- b. The price of the April through October injections is set in accordance with the Index Pricing formula using the FOM index pricing for each of the seven injection months.

VI. The Company as Gas Portfolio Manager

A. Optimizing the Gas Portfolio

As asset manager, the Company will dedicate the resources to recognize and realize arbitrage and optimization opportunities by structuring a combination of transactions using the portfolio of assets and its flexibility to take advantage of opportunities that arise in the marketplace to reduce gas costs. Optimization of the assets will be performed as a secondary process after the Company has met the load

requirements of the Rhode Island customers through the least cost dispatch of all required assets.

- B. Typical optimization strategies are:
- a. Transportation capacity – the Company will lock-in the price difference between two locations with the use of temporarily idle transportation capacity;
 - b. Citygate exchanges – the Company will use its citygate receipt flexibility to capture price differences between the two delivering upstream pipelines, Tennessee Gas Pipeline and Algonquin Gas Transmission;
 - c. Storage – The Company will use the temporarily idle capacity, injections or withdrawal rights to capture the price difference between two time periods; and
 - d. Purchase Replacement – The Company will look to resource purchase obligations to effectuate a lower delivered price.

VII. Reporting Requirements

- A. Quarterly reports – The Company will provide quarterly reports showing the realized and unrealized margins associated with the portfolio optimization value. Reports will be provided on the first business day in the second month following the end of each fiscal quarter.
- B. Annual Report – The Company will provide an annual report showing the total realized and unrealized margins generated through portfolio optimization in addition to the distribution of the sharing between the Rhode Island customers and National Grid. This report will be provided on the first business day following June 1 of each year.

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Division 1-27

Request:

Please provide a schedule identifying for the winter of 2018/19:

- a. The MDQ of each gas supply contract and the applicable daily and monthly nomination/purchase requirements;
- b. The demand charges associated with each gas supply contract (applicable rate and amount); and
- c. Commodity pricing provisions.

Response:

Please see the table below, which contains confidential information. Accordingly, the Company is providing a redacted version of this response for the public record, subject to a Motion for Protective Treatment.

Supply	MDQ (Dth)	MSQ (Dth)	Per MSQ	Demand	Commodity per Dth
Winter LNG (ENGIE)	████	████	████	████	████
Everett (ENGIE)	████	████	████	████	████
Everett (ENGIE)	████	████	████	████	████
AGT Citygate (ENGIE)	████	████	████	████	████
Dracut (Repsol)	████	████	████	████	████

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Division 1-28

Request:

For the five coldest non-weekend/holiday days during the winter of 2018/2019, please provide an analysis that demonstrates that the design day forecast models relied upon and developed by the Company for the winter of 2018/19 produced a reasonable estimate of planning load on these five days.

Response:

The table below lists the five coldest non-weekend/holiday days during the winter of 2018/19, the actual throughput, the predicted throughput given the actual weather of the winter of 2018/19, the volumetric difference, and the percent error difference. Weekend days are defined as Saturdays and Sundays; holidays excluded are Thanksgiving Day, Christmas Day, New Years Day, Martin Luther King, Jr. Day, and Presidents Day.

<u>Date</u>	<u>Actual Dth</u>	<u>Predicted Dth</u>	<u>Error Dth</u>	<u>Error Pct</u>
1/31/2019	346,411	347,205	-794	-0.2%
2/1/2019	324,587	335,188	-10,601	-3.3%
1/22/2019	301,693	314,870	-13,177	-4.4%
1/30/2019	300,794	319,956	-19,162	-6.4%
3/6/2019	292,274	315,333	-23,059	-7.9%

The mean absolute percentage error (MAPE) is 4.4 percent. For the five coldest non-weekend/holiday days during the winter of 2017/18, the MAPE was 3.8 percent. For the five coldest non-weekend/holiday days during the winter of 2016/17, the MAPE was 3.3 percent.

The Company generally aims for a MAPE in the three percent range in its comparison of actual versus predicted daily wholesale total throughput as it monitors throughput throughout the heating season. The Company believes that the overpredictions on these days can be at least partly attributed to the springboard daily regression equation that the Company used for the 2018/19 heating season which was based on the April 2017 through March 2018 time period. That period included a fourteen-day cold snap early in the heating season (December 25, 2017 to January 7, 2018) where customer usage significantly exceeded the Company's forecast.

Division 1-29

Request:

With respect to the capacity assigned to FT-1 transportation customers for the period April 2018 through March 2019:

- a. Please identify the monthly quantity of capacity assigned by pipeline contract and rate schedule;
- b. Explain how the quantity assigned is determined;
- c. Identify the applicable monthly pipeline rates and costs of each capacity assignment; and
- d. Please identify any monthly charges assessed to FT-1 customers (or their supplies) for the assigned capacity beyond the charges paid directly to the pipeline by the customer or their supplier. Explain how the additional charges are determined.

Response:

- a. Please see Attachment DIV 1-29 for the monthly quantity of capacity assigned by pipeline contract and rate schedule for FT1.
- b. The Company determines the quantity to be released based on the customer's calculated Peak Day Use and load factor rate class. The Company separately calculates assignment percentages for high load factor rate classes and low load factor rate classes eligible for transportation. It then multiplies the percentage applicable to the Customer's rate class by the Customer's Peak Day Use to determine the amount of capacity to be assigned to the Marketer (as per section 1.07.0 of tariff).
- c. Please see Attachment DIV 1-29 for the applicable monthly pipeline rates and costs of each capacity assignment.
- d. The Company assesses a surcharge/credit to Marketers based on the difference between the charges of the upstream pipeline transportation capacity and the weighted average of the Company's upstream pipeline transportation capacity charges as calculated by the Company. To the extent that the charges of such released pipeline capacity are greater than the weighted average charges, the Marketer receives credit for such difference in charges based on the total quantity of capacity released by the Company to the Marketer. The per Dth charge is calculated by subtracting the charge per Dth for the released pipeline capacity from the Company's weighted average Upstream Transportation charges as identified in the Company's annual Gas Cost Recovery Filing. To the extent that the cost of such released pipeline capacity is less than the weighted average cost, the Marketer is surcharged for such difference (as per section 1.07.0 of tariff).

Capacity released for on-system FT-1 and FT-2 transportation customers April 2018-March 2019.

Rate Schedule		Apr-2018	May-2018	Jun-2018	Jul-2018	Aug-2018	Sep-2018	Oct-2018	Nov-2018	Dec-2018	Jan-2019	Feb-2019	Mar-2019	Total Capacity		
														By Contract	By Pipeline	
Algonquin																
AFT-E1	93011E	volume	21,342	21,358	21,376	21,428	21,414	21,362	21,364	21,522	21,602	21,588	21,594	21,588	257,538	
		release rate (\$/Dt/d)	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161		
		max rate (\$/Dt/m)	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734		
AFT-14	90106	volume	2,281	2,326	2,387	2,556	2,458	2,258	2,330	2,910	3,000	3,000	3,000	3,000	31,506	
		release rate (\$/Dt/d)	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161		
		max rate (\$/Dt/m)	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734		
Tennessee																
FT-A	62857	volume	9,500	9,499	9,500	9,500	9,500	9,499							66,498	
		release rate (\$/Dt/m)	20.6094	20.6094	20.6094	20.6094	20.6094	20.6094	20.6094							
		max rate (\$/Dt/m)	21.4217	21.4217	21.4217	21.4217	21.4217	21.4217	21.4217							
FT-A	1597	volume							9,500	9,500	9,500	9,500	9,500	47,500		
		release rate (\$/Dt/m)							20.1801	20.1801	20.1801	21.1801	21.1801			
		max rate (\$/Dt/m)							21.0092	21.0092	21.0092	21.0092	21.0092			
FT-A	62930	volume	225	223	221	220	215	216	221	211	389	303	325	288	3,057	
		release rate (\$/Dt/m)	4.7447	4.7447	4.7447	4.7447	4.7447	4.7453	4.7453	4.6431	4.6431	4.6431	4.6431	4.6431		
		max rate (\$/Dt/m)	4.7453	4.7453	4.7453	4.7453	4.7453	4.7453	4.7453	4.6431	4.6431	4.6431	4.6431	4.6431		
Columbia																
FTS	31520	volume	383	390	400	428	412	379	391	489	503	503	503	503	5,284	
		release rate (\$/Dt/m)	6.2560	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.3340	6.3340	6.7400	6.7400		
		max rate (\$/Dt/m)	6.2560	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.3340	6.3340	6.7400	6.7400		
FTS	31524	volume	1,913	1,951	2,003	2,145	2,062	1,894	1,954	2,440	2,516	2,517	2,517	2,517	26,429	
		release rate (\$/Dt/m)	6.2560	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.3340	6.3340	6.7400	6.7400		
		max rate (\$/Dt/m)	6.2560	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.3340	6.3340	6.7400	6.7400		
Tetco																
CDS	800303	volume	19173	19172	19172	19171	19174	19174	19171	19172	19164	19168	19168	19167	230046	230046
		release rate (\$/Dt/d)	0.6831	0.6831	0.6831	0.6831	0.6851	0.6851	0.6851	0.6851	0.6852	0.6852	0.6899	0.6899		
		max rate (\$/Dt/d)	0.6831	0.6831	0.6831	0.6831	0.6851	0.6851	0.6851	0.6851	0.6852	0.6852	0.6899	0.6899		
														667,858	667,858	

Division 1-30

Request:

With respect to the capacity assigned to FT-2 transportation customers for the period April 2018 through March 2019:

- a. Please identify the monthly quantity of capacity assigned by pipeline contract and rate schedule;
- b. Explain how the quantity assigned is determined;
- c. Identify the applicable monthly pipeline rates and costs of each capacity assignment; and
- d. Please identify any monthly charges assessed to FT-2 customers (or their supplies) for the assigned capacity beyond the charges paid directly to the pipeline by the customer or their supplier. Explain how the additional charges are determined.

Response:

- a. Please see Attachment DIV 1-30 for monthly quantity of capacity assigned by pipeline contract and rate schedule for FT2.
- b. The Company determines the quantity to be released based on the customer's calculated Peak Day Use and load factor rate class. The Company separately calculates assignment percentages for high load factor rate classes and low load factor rate classes eligible for transportation for pipeline. It then multiplies the percentage applicable to the Customer's rate class times the Customer's Peak Day Use to determine the amount of capacity to be assigned to the Marketer (as per section 1.07.0 of the Company's tariff).
- c. Please see Attachment DIV 1-30 for the applicable monthly pipeline rates and costs of each capacity assignment.
- d. The Company assesses a surcharge/credit to Marketers based on the difference between the charges of the upstream pipeline transportation capacity and the weighted average of the Company's upstream pipeline transportation capacity charges as calculated by the Company. To the extent that the charges of such released pipeline capacity are greater than the weighted average charges, the Marketer receives credit for such difference in charges based on the total quantity of capacity released by the Company to the Marketer. The per Dth charge is calculated by subtracting the charge per Dth for the released pipeline capacity from the Company's weighted average Upstream Transportation charges as identified in the Company's annual Gas Cost Recovery Filing. To the extent that the cost of such released pipeline capacity is less than the weighted average cost, the Marketer is surcharged for such difference (as per section 1.07.0 of the Company's tariff).

Capacity released for on-system FT-1 and FT-2 transportation customers April 2018-March 2019.

Rate Schedule		Apr-2018	May-2018	Jun-2018	Jul-2018	Aug-2018	Sep-2018	Oct-2018	Nov-2018	Dec-2018	Jan-2019	Feb-2019	Mar-2019	Total Capacity		
														By Contract	By Pipeline	
Algonquin																
AFT-E1	93011E	volume	21,342	21,358	21,376	21,428	21,414	21,362	21,364	21,522	21,602	21,588	21,594	21,588	257,538	
		release rate (\$/Dt/d)	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161		
		max rate (\$/Dt/m)	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734		
AFT-14	90106	volume	2,281	2,326	2,387	2,556	2,458	2,258	2,330	2,910	3,000	3,000	3,000	3,000	31,506	
		release rate (\$/Dt/d)	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161	0.2161		
		max rate (\$/Dt/m)	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734	6.5734		
Tennessee																
FT-A	62857	volume	9,500	9,499	9,500	9,500	9,500	9,499							66,498	
		release rate (\$/Dt/m)	20.6094	20.6094	20.6094	20.6094	20.6094	20.6094								
		max rate (\$/Dt/m)	21.4217	21.4217	21.4217	21.4217	21.4217	21.4217								
FT-A	1597	volume							9,500	9,500	9,500	9,500	9,500	47,500		
		release rate (\$/Dt/m)							20.1801	20.1801	20.1801	21.1801	21.1801			
		max rate (\$/Dt/m)							21.0092	21.0092	21.0092	21.0092	21.0092			
FT-A	62930	volume	225	223	221	220	215	216	221	211	389	303	325	288	3,057	
		release rate (\$/Dt/m)	4.7447	4.7447	4.7447	4.7447	4.7447	4.7453	4.7453	4.6431	4.6431	4.6431	4.6431	4.6431		
		max rate (\$/Dt/m)	4.7453	4.7453	4.7453	4.7453	4.7453	4.7453	4.7453	4.6431	4.6431	4.6431	4.6431	4.6431		
Columbia																
FTS	31520	volume	383	390	400	428	412	379	391	489	503	503	503	503	5,284	
		release rate (\$/Dt/m)	6.2560	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.3340	6.3340	6.7400	6.7400		
		max rate (\$/Dt/m)	6.2560	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.3340	6.3340	6.7400	6.7400		
FTS	31524	volume	1,913	1,951	2,003	2,145	2,062	1,894	1,954	2,440	2,516	2,517	2,517	2,517	26,429	
		release rate (\$/Dt/m)	6.2560	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.3340	6.3340	6.7400	6.7400		
		max rate (\$/Dt/m)	6.2560	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.2870	6.3340	6.3340	6.7400	6.7400		
Tetco																
CDS	800303	volume	19173	19172	19172	19171	19174	19174	19171	19172	19164	19168	19168	19167	230046	230046
		release rate (\$/Dt/d)	0.6831	0.6831	0.6831	0.6831	0.6851	0.6851	0.6851	0.6851	0.6852	0.6852	0.6899	0.6899		
		max rate (\$/Dt/d)	0.6831	0.6831	0.6831	0.6831	0.6851	0.6851	0.6851	0.6851	0.6852	0.6852	0.6899	0.6899		
														667,858	667,858	

Division 1-35

Request:

For the period April 2018 through March 2019:

- a. Please separately identify monthly city gate storage and city gate peaking quantities sold to FT-2 marketers and the applicable price;
- b. Explain how the price for city gate storage and peaking service supplies is determined; and
- c. Explain whether the Company made city gate purchases during the period and whether the costs associated with these purchases were assigned to FT-2 marketers. If such purchases were made, identify the date of each purchase and the applicable quantities and prices.

Response:

- a. Please Attachment DIV 1-35-1 for quantities sold to FT-2 marketers and the applicable prices for the period April 2018 through March 2019.
- b. The variable price for storage is determined by the Company's Weighted Average Cost of Gas (WACOG). The fixed price is determined based on the fixed costs of the underground storage assets. The variable and fixed pricing for peaking is determined by the company's LNG WACOG and the fixed costs for any liquid refill contracts, as well as any variable or fixed costs for supply deals that the Company considers to be peaking assets.
- c. Please see Attachment DIV 1-35-2 for city gate purchases during the period of April 2018 through March 2019. The costs associated with these purchases do not pertain to FT-2 marketers. Attachment DIV 1-35-2 contains confidential pricing information; therefore, the Company is providing confidential and redacted versions of Attachment DIV 1-35-2, subject to a Motion for Protective Treatment.

	Peaking		Storage	
	Volumes	Peaking	Volume	Storage
	(dt)	Price/dt	(dt)	Price/dt
Apr-2018	14,915	\$ 4.8987	50,326	\$ 2.5448
May-2018	-	\$ 5.0915	61	\$ 2.4862
Jun-2018	-	\$ 5.4356	14	\$ 2.5598
Jul-2018	-	\$ 5.3938	-	\$ 2.5719
Aug-2018	-	\$ 5.3119	-	\$ 2.5579
Sep-2018	-	\$ 5.2348	70	\$ 2.5716
Oct-2018	-	\$ 5.1985	75	\$ 2.5895
Nov-2018	13,889	\$ 5.1723	645	\$ 2.6218
Dec-2018	116	\$ 5.2194	17,655	\$ 2.6655
Jan-2019	43,523	\$ 4.5022	84,760	\$ 2.7966
Feb-2019	24,437	\$ 3.7952	60,359	\$ 2.8299
Mar-2019	62,509	\$ 4.2341	63,336	\$ 2.8450
Totals	159,389		277,301	

TGP		
Dates	Volume	Price
4/1 - 4/2	1,067	
4/3	1,067	
4/4	3,933	
4/4	1,067	
4/4	6,100	
4/5	20,000	
4/5	1,067	
4/7 - 4/9	1,067	
4/7 - 4/9	3,933	
4/7 - 4/9	5,000	
4/10	6,067	
4/10	3,933	
4/10	5,000	
4/10	1,067	
4/11	5,000	
4/11	1,067	
4/14 - 4/16	1,067	
4/14 - 4/16	5,000	
4/17	1,000	
4/18	1,100	
4/19	1,000	
5/11	500	
5/11	1,500	
10/18	1,353	
11/1	2,000	
10/31	5,000	
11/3 - 11/5	4,000	
11/3 - 11/5	5,000	
1/21	10,000	

AGT		
Dates	Volume	Price
4/1 - 4/2	2500	
4/5	4000	
10/18	3989	
1/21	5156	
1/21	10030	

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4963
2019 Annual Gas Cost Recovery Filing
Responses to the Division's First Set of Data Requests
Issued August 16, 2019

Division 1-36

Request:

Please provide a copy of all the Excel files supporting the schedules included in the Company's annual NGPMP report for the period April 2018 through March 2019 as well as all supporting source documents in Excel.

Response:

Please see Attachments DIV 1-36-1 through DIV 1-36-9 for the supporting Excel files relating to the annual NGPMP report for the period April 2018 through March 2019. Please note that Attachments DIV 1-36-2, 1-36-7, and 1-36-8 have been produced in confidential form, subject to a Motion for Protective Treatment.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4963
2019 Annual Gas Cost Recovery Filing
Responses to the Division's First Set of Data Requests
Issued August 16, 2019

Attachments DIV 1-36-1, 1-36-3, 1-36-4, 1-36-5, 1-36-6, 1-36-9

Please see Excel files provided on USB Flash drive.

REDACTED

Attachments DIV 1-36-2, 1-36-7 and 1-36-8

Confidential Excel files not included in public filing.

Division 1-37

Request:

Please provide a copy of all contracts governing the acquisition of LNG supplies, services, and tank lease payments in effect during the period April 2018 through March 2020.

Response:

See Attachment DIV 1-37 for all executed transaction confirmations governing the acquisition of LNG supplies, services, and tank lease payments in effect during the period April 2018 through March 2020. The Company will supplement its response to this data request if additional transaction confirmation(s) within the scope of this request are executed.

Attachment DIV 1-37 contains commercially sensitive and confidential information; therefore, the Company is providing confidential and redacted versions of Attachment DIV 1-37, subject to a Motion for Protective Treatment. There are a total of 58 pages to Attachment DIV 1-37 that are completely confidential and therefore redacted in their entirety. Those pages are not included in this redacted filing. Those pages include: 17-19, 21-24, 27-30, 32-39, 41-44, 71-78, 80-94, 108-115, 117-120.

EXHIBIT A

Transaction Confirmation
 For Immediate Delivery

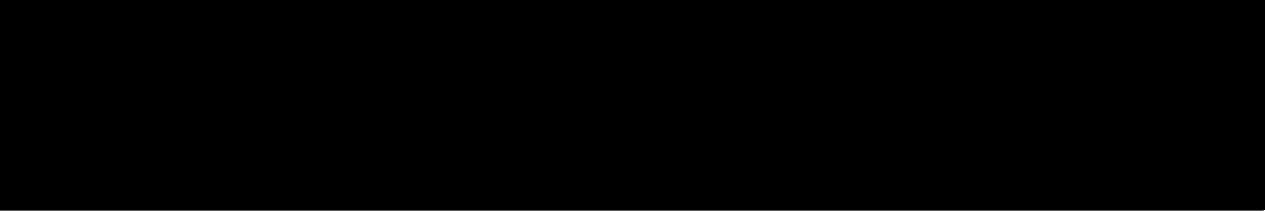
<p>GDF SUEZ GAS NA LLC</p>	<p>Date: April 1, 2015 Transaction Confirmation: NSB042-8</p>
<p>This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated December 19, 2011. The terms of this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.</p>	
<p>Seller or Party A: GDF SUEZ Gas NA LLC 20 City Square, Suite 3 Charlestown, MA 02129 Attn: Contract Administration Telephone: (617) 886-8705 Facsimile: (617) 381-8605 Base Contract No.: NSB042</p>	<p>Buyer or Party B: The Narragansett Electric Company d/b/a National Grid c/o National Grid 40 Sylvan Road, E3/606 Waltham, MA 02451 Attn: Director Gas Supply Planning Telephone: (781) 907-1639 Electronic Mail: john.alloca@NationalGrid.com</p>
<p>Contract Price: Buyer shall pay to Seller a Contract Price per MMBtu of LNG equal to the following two components:</p>	
<p>I. Commodity Rate: For each MMBtu of LNG delivered to Buyer during the Delivery Period, Buyer will pay to Seller a rate per MMBtu equal to [REDACTED]</p>	
<p>II. Call Payment: Additionally, for each Contract Season (as defined below) occurring during the Delivery Period, Buyer shall make a non-refundable call payment to Seller in the amount of [REDACTED] for Firm delivery of LNG as set forth herein ("Call Payment"). The Call Payment due and payable during each Contract Season shall be paid to Seller in eight (8) equal, consecutive, monthly installments of [REDACTED] commencing in April and continuing through and including November of each Contract Season.</p>	
<p>(The Commodity Rate and the Call Payment components (each, as stated on a per MMBtu basis) are hereinafter collectively referred to as the "Contract Price" (per MMBtu)).</p>	
<p>Notwithstanding the foregoing, if in the event of Force Majeure (as such event is defined in Section 5.7 of the LNG Annex) occurring on any Day during the Delivery Period Seller is unable to deliver the quantity of LNG nominated by Buyer, and as to which Buyer has made a Call Payment, then for each such Day of the period of Force Majeure (and Seller's failure to deliver), Seller shall refund to Buyer a pro rata portion of the Call Payment which shall be determined by multiplying the quantity of LNG nominated by Buyer but not delivered on each such Day by an amount equal to [REDACTED]</p>	
<p>III. Quantity Reduction Credit: In the event Buyer elects to decrease the total Contract Quantity in any each Contract Season (as set forth below), Seller shall pay to Buyer a monthly "Quantity Reduction Credit" equal to the following:</p>	
<p>If positive, (Seventy-Five percent (75%) * Reduction Quantity) * (AGT Rate – Commodity Rate) / 8, where:</p>	
<p>AGT Rate = the arithmetic average of the Midpoint price posted for Algonquin, city-gates, as published in the daily issue of <u>Platts Gas Daily</u> under the "Citygates" section of the "Daily Price Survey", for each Day of the Month.</p>	
<p>The Quantity Reduction Credit shall be due to Buyer in accordance with Section 7 of the Base Contract, commencing in April and continuing through and including November of each such Contract Season where Buyer has elected to reduce such Contract Quantity.</p>	
<p>The term "Contract Season" shall mean each eight (8) month period occurring during the term of the Delivery Period under this Transaction Confirmation which commences on each April 1st of one calendar year and runs through and including each November 30th of the same calendar year, as follows:</p>	
<p>Contract Season 1: April 1, 2016, through and including November 30, 2016; Contract Season 2: April 1, 2017, through and including November 30, 2017; Contract Season 3: April 1, 2018, through and including November 30, 2018;</p>	

Contract Season 4: April 1, 2019, through and including November 30, 2019;
Contract Season 5: April 1, 2020, through and including November 30, 2020;
Contract Season 6: April 1, 2021, through and including November 30, 2021;
Contract Season 7: April 1, 2022, through and including November 30, 2022;
Contract Season 8: April 1, 2023, through and including November 30, 2023;
Contract Season 9: April 1, 2024, through and including November 30, 2024.

Delivery Period: April 1, 2016, at 10:00 a.m. Eastern Time (ET) through and including December 1, 2024, at 9:59 a.m. ET.

Performance Obligation and Contract Quantity: Firm Liquid Service

Firm (Variable) Quantity: During each Contract Season, Seller agrees to sell and deliver and Buyer agrees to purchase and receive a quantity of LNG up to but not to exceed: (i) 4,000 MMBtu (up to 4LNG Trucks) of LNG per Day ("Maximum Daily Quantity" or "MDQ"); (ii) 73,000 MMBtu of LNG in any Month ("Monthly Maximum Quantity" or "MMQ"); and (iii) a total Contract Quantity for each Contract Season during the Delivery Period of 508,000 MMBtu of LNG, plus any additional quantities required to fill the final LNG Truck to capacity, subject to the following:



Delivery Point(s):

For Firm delivery service of LNG, at the truck loading flange of the Distrigas of Massachusetts LLC marine LNG terminal located in Everett, Massachusetts ("Facility"). Notwithstanding the foregoing, Seller hereby reserves its right to make deliveries to Buyer at Buyer's facilities.

Special Conditions:

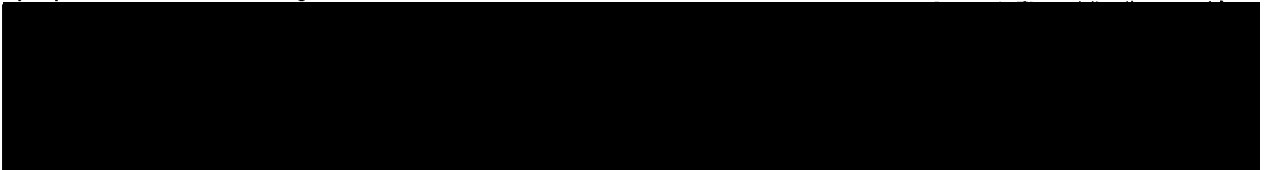
1) The following is added as a new Section 2.41: "2.41. "Contract Week" shall mean a period of seven (7) days commencing on Monday at 10:00 a.m. ET and running through and including the following Monday, at 9:59 a.m. ET.

2) The following sections contained in the Special Provisions shall not apply to service under this Transaction Confirmation: Paragraph 3, Section 2.34; Paragraph 9, Section 3.4, and Paragraph 12, Section 10.2(x).

3) Section 4.1 of the LNG Annex is amended as follows: (i) Requests for delivery(ies) of LNG, including dispatch instructions, or variations in rate of delivery; and (ii) requests for delivery of LNG to LNG Trucks, shall be made by Buyer upon providing Notice to Seller not less than ten (10) Business Days prior to the commencement of such Month of delivery. Seller shall confirm Buyer's request(s) and provide to Buyer a schedule of deliveries, including quantities and dates of delivery within three (3) Business Days of receipt. Upon such confirmation, a "Nomination(s)" for LNG shall have occurred which shall also constitute a Firm obligation under the Base Contract. The schedule shall be mutually agreed to by the parties and may be adjusted by either party, upon providing Notice to the other party not later than Wednesday of each Contract Week in such Month of delivery.

4) Estimated Schedule of LNG Delivery(ies). Notwithstanding anything contained in Paragraph 3 herein, not less than thirty (30) Days prior to the commencement of each Contract Season during the Delivery Period, Buyer shall provide to Seller a schedule showing the estimated quantities of LNG to be taken in each Month of the current Contract Season during the Delivery Period. The schedule to be provided to Seller pursuant to this section shall not be binding on Buyer but rather shall serve as a guide to aid Seller in planning deliveries of LNG.

5) Option to defer a Firm Obligation: [REDACTED]



[REDACTED]

6) **Transportation/Transportation Costs:** The Parties shall use reasonable efforts to schedule deliveries during mutually agreeable times during Business Days. All costs associated with deliveries of LNG at the Facility shall be the responsibility of Buyer unless as otherwise provided for below.

I. Seller shall have the right to require Buyer to receive deliveries of LNG on at least four (4) Weekend Days during the Month (unless otherwise agreed to by the Parties). Such Weekend Day deliveries may be scheduled by either Party provided that (i) receipt of such Weekend Day deliveries of LNG will not operationally impact or constrain Buyer and (ii) either (a) Seller agrees to compensate Buyer for any agreed to incremental costs incurred by Buyer if transportation is scheduled by Buyer, or, (b) Buyer agrees to compensate Seller for costs as set forth in (III) below if transportation is scheduled by Seller. For purposes herein, a "Weekend Day" shall be any Saturday or Sunday of each Month (and which does not also constitute a Holiday).

II. Seller shall notify Buyer within forty-eight (48) hours of a scheduled delivery in the event Seller elects to make deliveries to Buyer at the facility(ies) so designated by Buyer at the time of scheduling. Any transporter retained by Seller to make deliveries of LNG to Buyer at Buyer's facilities must (i) be approved by Buyer, and (ii) abide by Buyer's safety requirements relating to LNG transportation services.

III. Transportation costs incurred by Seller in the event Seller arranges for transportation and makes deliveries of LNG to Buyer at Buyer's facilities on any Business or Weekend Day shall be paid for by Seller provided that Seller shall receive a credit equal to the lesser of: (i) \$0.55 per MMBtu, or (ii) the unit price that would have otherwise been paid by Buyer under its current trucking agreements for deliveries of LNG to its facility(ies). Upon request, Buyer shall provide documentation satisfactory to Seller to support Buyer's trucking costs.

7) Any reimbursement(s) due to Buyer and any credit(s) due to Seller, if any, incurred under this Transaction Confirmation shall be netted against Seller's invoice to Buyer in accordance with Section 7 of the Base Contract.

8) **PUC Consent:** The LNG service contemplated under this Transaction Confirmation is contingent upon receipt by Buyer of an indication of support from the Rhode Island Public Utilities Commission ("PUC"). Buyer shall use reasonable efforts to determine whether the PUC is supportive of this transaction on or before March 1, 2016. In the event that Buyer determines, in its sole discretion, the PUC is not supportive of this transaction, Buyer shall provide prompt notification to Seller. Upon such notification, this Transaction Confirmation shall be immediately cancelled and rendered null and void. Each Party shall be released and discharged from any further rights, liabilities and obligations to the other Party with respect to this Transaction Confirmation as of such date of termination. In the event this Transaction Confirmation is cancelled and rendered null and void as a result of lack of support from the PUC, the Parties agree to use good faith efforts to timely negotiate a replacement Transaction Confirmation for the LNG services contemplated herein.

9) **Dodd-Frank Reporting:** The parties agree that service under this Transaction Confirmation represents a Commodity Trade Option, meaning a "commodity option" as defined in CFTC Regulation 1.3(hh) entered into pursuant to CFTC Regulation 32.3 (a), and as of the Trade Date:

(i) Seller is: (1) a producer, processor, commercial user of, or a merchant handling, the commodity that is the subject of the Commodity Trade Option, and (2) entering into the Commodity Trade Option solely for purposes related to its business as such;

(ii) Buyer is: (1) a producer, processor, commercial user of, or a merchant handling, the commodity that is the subject of the Commodity Trade Option, and (2) entering into the Commodity Trade Option solely for purposes related to its business as such; and

(iii) Each party represents to the other party the Commodity Trade Option, if exercised, contains a binding obligation that results in the sale of an "exempt commodity" as defined in Section 1a(20) of the CEA for immediate or deferred shipment or delivery.

Seller shall report this Commodity Trade Option pursuant to the Form TO under the CFTC Regulations and Buyer will report

everything that is required to be reported by it under CFTC Regulation Part 32.

Each party agrees to promptly provide the other party with any information reasonably requested by the other party to enable such other party to comply with Title VII of the Dodd-Frank Wall Street Reform and Consumer Protection Act and CFTC Regulation in connection with this Commodity Trade Option.

10) This Transaction Confirmation No. NSB042-8 shall be executed simultaneously with that certain related Transaction Confirmation No. NSB042-7. Service hereunder is contingent upon the simultaneous execution of both Transaction Confirmation Nos. NSB042-7 and NSB042-8 by both Parties. In the event that both such Transaction Confirmations are not signed simultaneously by the Parties, this Transaction Confirmation No. NSB042-8 shall be immediately cancelled and rendered null and void without ever having been effected. Each Party shall be immediately released and discharged from any further rights, liabilities and obligations to each other with respect to this Transaction Confirmation as of such date of cancellation

11) Seller and Buyer acknowledge and agree that for purposes of LNG sales described in this Transaction Confirmation, the terms and conditions of the Base Contract, as modified and supplemented by the terms and conditions of the Special Provisions and the LNG Annex, shall govern all sales of LNG; provided however, that in the event of a conflict between the terms and conditions of (i) the Transaction Confirmation, (ii) the LNG Annex, (iii) the Special Provisions, and (iv) the Base Contract, the terms and conditions of the documents shall govern in the priority listed in this provision.

12) Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended by any Special Provisions, and the LNG Annex.

Seller or Party A:

GDF SUEZ Gas NA LLC

By: Francis J. Katulak
Name: Francis J. Katulak
Title: President & CEO
Date: April 2, 2015

Buyer or Party B:

The Narragansett Electric Company d/b/a National Grid

By: John V. Vaughn
Name: John V. Vaughn
Title: Authorized Signatory
Date: 4/13/15

*cc
so*

JK

JAW-CRM

**AMENDMENT No. 1 To
TRANSACTION CONFIRMATION NSB042-8**

This Amendment No. 1 ("Amendment No. 1"), dated as of January 25, 2016, is made to that certain Transaction Confirmation NSB042-8, entered into by and between ENGIE Gas & LNG LLC, formerly known as GDF SUEZ Gas NA LLC ("Seller" or "Party A") and The Narragansett Electric Company d/b/a National Grid ("Buyer" or "Party B") and dated April 1, 2015 ("TC NSB042-8"). Seller and Buyer are collectively referred to herein as the "Parties."

WHEREAS, Seller and Buyer now wish to amend TC NSB042-8 as set forth herein.

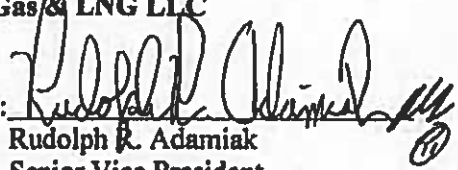
NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Buyer and Seller agree to amend TC NSB042-8 as follows:

Effective as of the date hereof, Paragraph 8 contained in the Special Conditions section of TC NSB042-8 is hereby changed and amended by deleting the second and third sentences thereof in their entirety and replacing them with the following:

"Buyer shall use due diligence to obtain and provide satisfactory evidence of such regulatory approval for this Transaction Confirmation to Seller within two (2) Business Days of its receipt and not later than April 1, 2016. Notwithstanding the Delivery Period set forth herein, and subject to Buyer's nomination procedures set forth herein, services for deliveries of LNG hereunder shall not commence until such approval is received by Seller. In the event the DPU rejects Buyer's request and does not grant regulatory approval for the LNG services herein (and such satisfactory evidence of the DPU's rejection is provided to Seller within two (2) Business Days of issuance), or such regulatory approval by the DPU has not been granted by April 1, 2016, this Transaction Confirmation shall be immediately cancelled and rendered null and void."

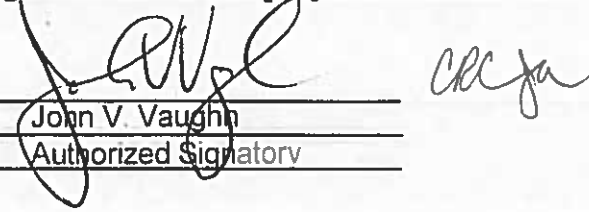
IN WITNESS WHEREOF, the Parties have caused this Amendment No. 1 to be executed by their duly authorized representatives as of the date hereinabove written.

ENGIE Gas & LNG LLC

Signature: 
Name: Rudolph R. Adamiak
Title: Senior Vice President

Digitally signed by
Jane White
DN: cn=Jane
White, o=Engie,
ou,
email=jane.white@
gdfseznac.com,
c=US
Date: 2016.01.25
12:36:37 -05'00'

The Narragansett Electric Company d/b/a National Grid

Signature: 
Name: John V. Vaughn
Title: Authorized Signatory

**Amendment No. 2
 to
 Transaction Confirmation No. NSB042-8**

This Amendment No. 2 ("Amendment No. 2"), dated as of March 24, 2016, is made to that certain Transaction Confirmation NSB040-5 dated as of April 1, 2015 ("TC-NSB042-8"), entered into by and between ENGIE Gas & LNG LLC, formerly known as GDF SUEZ Gas NA LLC ("Seller" or "Party A") and The Narragansett Electric Company d/b/a National Grid ("Buyer" or "Party B"). Seller and Buyer are collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into that certain 2006 North American Energy Standards Board, Inc. ("NAESB") Base Contract for Sale and Purchase of Natural Gas effective as of December 19, 2011, as supplemented and modified by the Special Provisions dated as of December 19, 2011, the Liquefied Natural Gas Annex dated as of December 19, 2011, and this Transaction Confirmation No. NSB042-8 dated as of April 1, 2015, (together, the "NAESB Base Contract").

WHEREAS, Seller and Buyer have amended certain provisions contained TC NSB042-8 under that certain Amendment No. 1 dated as of January 25, 2016 (the NAESB Base Contract, and this Amendment No. 1, collectively hereinafter referred to as the "Base Contract"), and

WHEREAS, Seller and Buyer wish to further amend certain provisions contained in TC NSB042-8 as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Buyer and Seller agree to amend TC NSB042-8 as follows:

1. The first paragraph of Section II. Call Payment contained in the Contract Price section of TC NSB042-8 is hereby deleted in its entirety and replaced with the following language:

"II. Call Payment: Additionally, for Contract Seasons 2 through 5 (as defined below) occurring during the Delivery Period, Buyer shall make a non-refundable call payment to Seller in the amount of [REDACTED] for Firm delivery of LNG in each such Contract Season ("Call Payment"). The Call Payment due and payable during each of these Contract Seasons 2 through 5 shall be paid to Seller in eight (8) equal, consecutive, monthly installments of [REDACTED], commencing in April and continuing through and including November for each such Contract Season (2 through 5); provided, however, that for only Contract Season 1, Buyer shall pay to Seller a nonrefundable Call Payment in the amount of [REDACTED]. The Call Payment due in Contract Season 1 shall be paid to Seller in six (6) equal, consecutive, monthly installments of [REDACTED] each and one (1) final payment of [REDACTED] commencing in May 2016 through and including November 2016 of Contract Season 1."

2. The term "Contract Season" as it is contained in the Contract Price section of TC NSB042-8, is hereby deleted in its entirety and replaced with the following amended and modified definition:

"The term "Contract Season" shall mean each eight (8) month period occurring during the term of the Delivery Period under this Transaction Confirmation which commences on each April 1st of one calendar year and continues through and including each November 30th of the same calendar year; provided, however that Contract Year 1 shall commence on May 15, 2016, and continue through and including November 30th of the same contract year, as follows:

"Contract Season 1: May 15, 2016, through and including November 30, 2016;
Contract Season 2: April 1, 2017, through and including November 30, 2017;
Contract Season 3: April 1, 2018, through and including November 30, 2018;
Contract Season 4: April 1, 2019, through and including November 30, 2019;
Contract Season 5: April 1, 2020, through and including November 30, 2020."

"For the avoidance of doubt, Contract Seasons 6 through 9 as contained in the original Transaction Confirmation are hereby deleted in their entirety."

3. The Delivery Period contained in TC NSB042-8 is hereby deleted in its entirety and replaced with the following amended and modified period:

"May 15, 2016, at 10:00 a.m. Eastern Time (ET) through and including December 1, 2020, at 9:59 a.m. ET."

4. The first paragraph contained under the Performance Obligation and Contract Quantity section of TC NSB042-8 is hereby amended and modified as follows:

"For only Contract Season 1, the total Contract Quantity of LNG available to Buyer is reduced and restated from 508,000 MMBtu to 412,750 MMBtu, plus any additional quantities required to fill the final LNG Truck to capacity. For the avoidance of doubt, the MDQ and MMQ shall remain the same for Contract Season 1."

5. Paragraph 8 contained in the Special Conditions section of TC NSB042-8 is hereby further amended and modified by deleting the second and third sentences thereof in their entirety and replacing them with the following:

"Buyer shall use due diligence to obtain and provide satisfactory evidence of such regulatory approval for this Transaction Confirmation to Seller within two (2) Business Days of its receipt and not later than May 15, 2016. Notwithstanding the Delivery Period set forth herein, and subject to Buyer's nomination procedures set forth herein, services for deliveries of LNG hereunder shall not commence until such approval is received by Seller. In the event the DPU rejects Buyer's request and does not grant regulatory approval for the LNG services herein (and such satisfactory evidence of the DPU's rejection is provided to Seller within two (2) Business Days of issuance), or such

regulatory approval by the DPU has not been granted by May 15, 2016, this Transaction Confirmation shall be immediately cancelled and rendered null and void.”

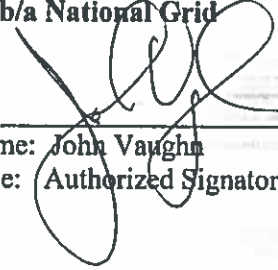
- 6. Capitalized terms used herein but not otherwise defined in this Amendment No. 2 shall have the meaning ascribed to them in the Base Contract and TC NSB042-8, as amended.
- 7. Except as expressly amended, modified and supplemented herein, all of the terms and conditions of the Base Contract shall remain in full force and effect. In the event of a conflict between the terms and conditions of the Base Contract, and this Amendment No. 2, the terms and conditions of this Amendment No. 2 shall govern.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed by their duly authorized representatives as of the date hereinabove written.

ENGIE Gas & LNG LLC

The Narragansett Electric Company
d/b/a National Grid

By: 
 Name: Rodolph R. Adamiak
 Title: Senior Vice President

By: 
 Name: John Vaughn
 Title: Authorized Signatory

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Amendment ID # 4221
LTD CONTRACT ID # 4164

Prag, Janet A. (Marketing)

From: Cahill, Edward <Edward.Cahill@na.engie.com>
Sent: Tuesday, February 28, 2017 2:48 PM
To: Jaffe, Samara A. (Marketing)
Cc: Arangio, Elizabeth C. (Marketing); Allocca, John E. (Marketing); Papetti, Dino C. (Marketing); Spencer, Brian D. (Marketing); Prag, Janet A. (Marketing); Culliford, Nancy G. (Marketing); Guadagno, Sandra; Taake, Steven
Subject: EXT || RE: Reduction Quantity Election Under each of NSB039-11, NSB040-5 and NSB042-8

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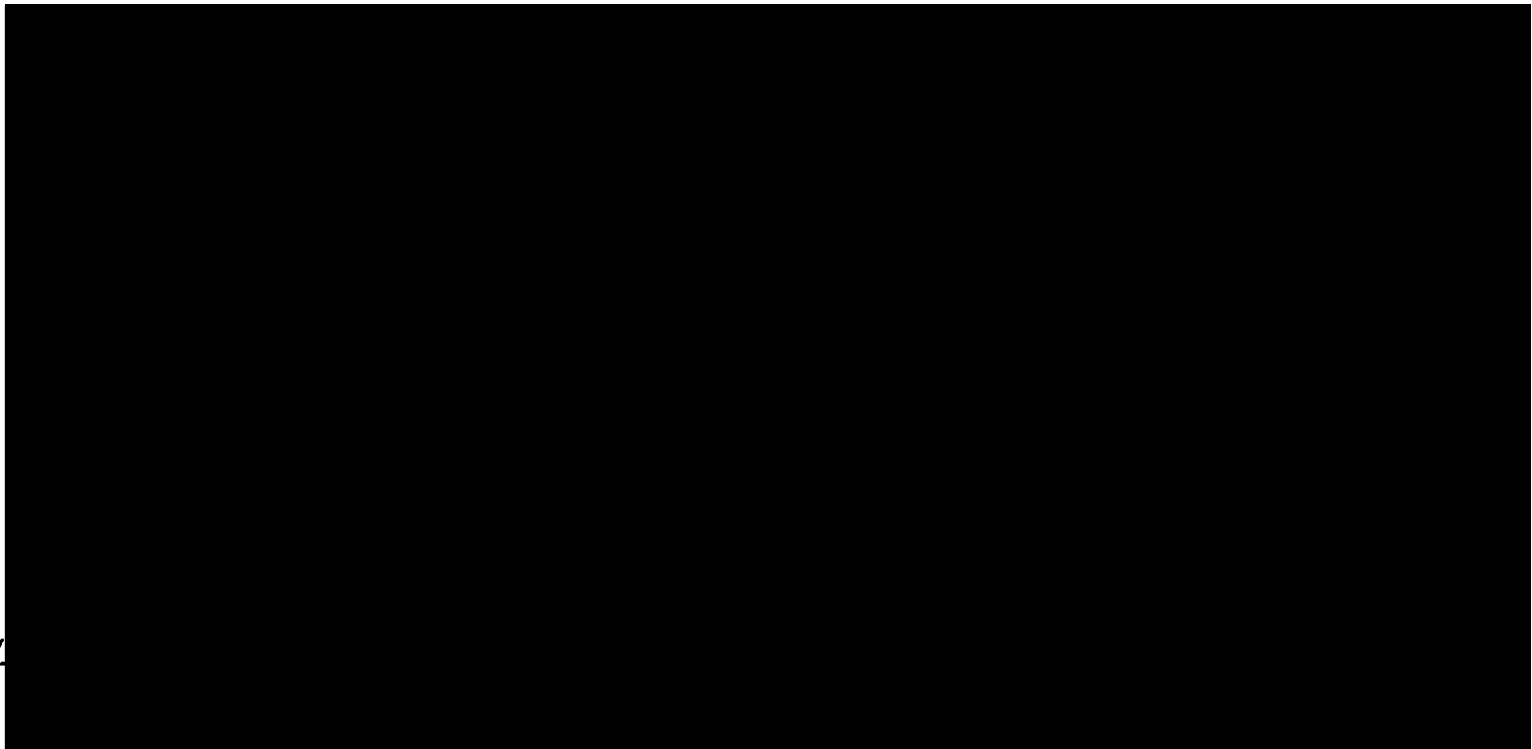
Hi Samara

I have received your email regarding the Firm Liquid Service Reduction Quantity Election and will check the resulting MMQ's and MDQ's and revert shortly.

Thanks
Ed

From: Jaffe, Samara A. (Marketing) [<mailto:Samara.Jaffe@nationalgrid.com>]
Sent: Tuesday, February 28, 2017 2:40 PM
To: Cahill, Edward
Cc: Arangio, Elizabeth C. (Marketing); Allocca, John E. (Marketing); Papetti, Dino C. (Marketing); Spencer, Brian D. (Marketing); Prag, Janet A. (Marketing); Culliford, Nancy G. (Marketing); Guadagno, Sandra; Taake, Steven
Subject: Reduction Quantity Election Under each of NSB039-11, NSB040-5 and NSB042-8
Importance: High

Good afternoon Ed!



Please confirm you are in agreement with the resulting MMQs and MDQs and contact me if you have any questions.

Thank you!

Samara Jaffe

nationalgrid

Program Manager- FERC Compliance & Contracting

100 E. Old Country Road

Hicksville, NY 11801

T: (516) 545-5408

C: (516) 418-9906

AIM: SamaraKeySpan

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TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

ENGIE Gas & LNG LLC		Date: January 10, 2018 Transaction Confirmation: NSB042-15
This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated December 19, 2011. The terms of this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.		
Seller or Party A: ENGIE Gas & LNG LLC 1990 Post Oak Blvd Suite 1900 Houston, TX 77056 Attn: Contract Administration Telephone: (713) 636-1742 Facsimile: (713) 636-1247 Email: jason.austin@engie.com Base Contract No. NSB042	Buyer or Party B: The Narragansett Electric Company d/b/a National Grid c/o National Grid 100 East Old Country Road Hicksville, NY 11801 Attn: Director - Gas Contracting and Regulatory Compliance Telephone: (516) 545-3108 Email: john.allocca@Nationalgrid.com	
Contract Price: Buyer shall pay to Seller a Contract Price per MMBtu of LNG equal to the following two components:		
<p>I. Commodity Rate: For each MMBTU of LNG delivered to Buyer during the Delivery Period, Buyer will pay to Seller a rate per MMBtu equal to [REDACTED] ("Commodity Rate") and</p> <p>II. Call Payment: Buyer shall make a non-refundable call payment to Seller in the amount of [REDACTED] ("Call Payment") for Firm delivery of LNG during the Delivery Period as set forth herein. The call payment shall be paid to Seller in three (3) equal, consecutive, monthly payments of [REDACTED] for service commencing January 10, 2018 through and including March 31, 2018.</p> <p>The Commodity Rate and the Call Payment components each as stated on a per MMBtu basis, are hereinafter collectively referred to as the "Contract Price" per MMBtu and shall be paid in accordance with Section 7 of the Base Contract.</p> <p>[REDACTED]</p>		
Delivery Period: January 10, 2018 at 10:00 am Eastern Time through and including 9:59 am Eastern Time on October 1, 2018.		
Performance Obligation and Contract Quantity: Firm Liquid Services Firm (Variable) Quantity: Buyer agrees to purchase on a Firm basis, a Maximum Daily Quantity ("MDQ") of 5,000 MMBtu (up to seven (5) LNG Trucks) of LNG per Day with a total Contract Quantity during the Delivery Period not to exceed 100,000 MMBtu, plus any additional quantities required to fill the final LNG Truck to capacity.		
Delivery Point(s): For Firm delivery service of LNG, at the truck loading flange of the Distrigas of Massachusetts LLC marine LNG terminal located in Everett, Massachusetts ("Facility") for redelivery to Buyer only at its National Grid Facilities.		
Special Conditions: <ol style="list-style-type: none"> 1. Transportation of LNG from the Distrigas of Massachusetts LLC marine LNG terminal in Everett, MA, shall be scheduled solely by Buyer. All costs associated with such transportation, including any surcharges, shall be the responsibility of the Buyer. 2. Dodd-Frank Compliance: The parties agree that for purposes of this Transaction Confirmation and as of the Trade Date each party is a producer, processor, commercial user of, or a merchant handling the commodity that is the subject of the Transaction Confirmation and is entering into this Transaction Confirmation solely for purposes related to its business as such. The parties confirm their intention that if any such commodity option transaction be physically settled, such that if exercised, it results in the sale of a commodity for either immediate or deferred delivery. 		

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- 3. In the event of a conflict between the terms and conditions of the (i) Transaction Confirmation, (ii) LNG Annex (iii) Special Provisions and (iv) Base Contract, the terms and conditions of the documents shall govern in the priority listed in this proviso.
- 4. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended by any Special Provisions and the LNG Annex.

Seller or Party A:

ENGIE Gas & LNG LLC

By: Rudolph R Adamiak

Name: RUDOLPH R ADAMIAK

Title: SVP-COMMERCIAL

Date: January 26, 2018

Buyer or Party B:

The Narragansett Electric Company d/b/a National Grid

By: [Signature]

Name: John V. Vaughn

Title: Authorized Signatory

Date: January 30, 2018

JSA
DB
SP

M CC

LNG Phys

TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY

ENGIE Gas & LNG LLC	Date: September 20, 2018 Transaction Confirmation: NSB042-19
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This Transaction Confirmation is subject to the Base Contract between Seller, formerly known as GDF SUEZ Gas NALLC, and Buyer dated December 19, 2011, as amended. The terms of this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.

Seller or Party A: ENGIE Gas & LNG LLC ✓ 20 City Square, Suite 3 Charlestown, MA 02129 Attn: Contract Administration Telephone: (617) 886-8705 Facsimile: (617) 381-8605 Email: jason.austin@engie.com Base Contract No.: NSB042	Buyer or Party B: The Narragansett Electric Company d/b/a ✓ National Grid c/o National Grid 100 East Old Country Road Hicksville, NY 11801 Attn: Director - Gas Contracting and Regulatory Compliance Telephone: (516) 545-3108 Email: john.allocca@NationalGrid.com
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Contract Price: Buyer shall pay to Seller a Buyer shall pay to Seller a Contract Price per MMBtu of LNG equal to the following two components:

I. Commodity Rate: For each MMBtu of LNG delivered to Buyer during the Delivery Period, Buyer will pay to Seller a rate per MMBtu equal to [REDACTED] ("Commodity Rate"); and

II. Call Payment: Buyer shall make a non-refundable call payment to Seller in the amount of [REDACTED] ("Call Payment") for Firm delivery of LNG during the Delivery Period as set forth herein. The Call Payment shall be paid to Seller in four (4) equal, consecutive, monthly payments of [REDACTED] for service, commencing in December 2018 through and including March 2019.

The Commodity Rate and the Call Payment components, each as stated on a per MMBtu basis, are hereinafter collectively referred to as the "Contract Price" per MMBtu and shall be paid in accordance with Section 7 of the Base Contract.



Delivery Period: December 1, 2018, at 10:00 a.m. Eastern Time (ET) through and including April 1, 2019, at 9:59 a.m. ET.

Performance Obligation and Contract Quantity: Firm Liquid Service

Firm (Variable) Quantity: Buyer agrees to purchase, on a Firm basis, a Maximum Daily Quantity ("MDQ") of approximately 8,000 MMBtu (up to eight (8) LNG Trucks) of LNG per Day with a total Contract Quantity during the Delivery Period not to exceed 300,000 MMBtu, plus any additional quantities required to fill the final LNG Truck to capacity.

Delivery Point(s):

For Firm delivery service of LNG, at the truck loading flange of the Distrigas of Massachusetts LLC marine LNG terminal located in Everett, Massachusetts ("Facility").

Special Conditions:

1) Transportation. Transportation of LNG from the Distrigas of Massachusetts LLC marine LNG terminal in Everett, MA, shall be scheduled solely by Buyer. All costs associated with such transportation, including any surcharges, shall be the responsibility of Buyer.

2. Dodd-Frank Compliance: The parties agree that for purposes of this Transaction Confirmation and as of the Trade Date each party is a producer, processor, commercial user of, or a merchant handling the commodity that is the subject of the Transaction Confirmation and is entering into this Transaction Confirmation solely for purposes related to its business as such. The parties confirm their intention that if any such commodity option transaction be physically settled, such that if exercised, it results in the sale of a commodity for either immediate or deferred delivery.

3) In the event of a conflict between the terms and conditions of the (i) Transaction Confirmation, (ii) LNG Annex, (iii) Special Provisions, and (iv) Base Contract, the terms and conditions of the documents shall govern in the priority listed in this proviso.

4) Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended by any Special Provisions and the LNG Annex.

Seller: ENGIE Gas & LNG LLC

Buyer: The Narragansett Electric Company d/b/a National Grid

By: [Signature]

By: [Signature]

Name: R. Wilson

Name: Alex Zhukovsky

Title: LEO

Title: Director

Date: September 19, 2018

Date: September 21, 2018

SRS
②

Transaction Confirmation

Date: November 29, 2018

This Transaction Confirmation is subject to the LNG Transportation Services Agreement between National Grid and Transgas Inc. ("Transporter"), dated April 1, 2013 ("Agreement").

All capitalized terms used in this Transaction Confirmation and not otherwise defined shall have the meanings assigned to them in the Agreement.

The table below sets forth the Delivery Points, Cost per lb., and Estimated Cost per Load for Receipts from Constellation LNG, LLC ("Constellation") 's facility at 18 Rover Street, Everett, MA 02149.

Delivery Point (Nat. Grid Facility)	Estimated Billing Transportation Rate (per cwt) before Diesel Fuel Surcharge
Providence, RI NGRID-RI	
Dorchester, MA (5:01am-6:59pm)	
Dorchester, MA (7:00pm-5:00am)	
Exeter, RI	
Lynn, MA	
So. Yarmouth, MA	
Salem, MA	
Haverhill, MA	
Wareham, MA	
Chatham, MA	
Tewksbury, MA	
Cumberland, RI	

Delivery Period: On any Day during the term December 1, 2018 through and including April 1, 2019 National Grid shall have the right, but not the obligation, to call on Transporter to deliver to the Delivery Point(s) in order to serve National Grid. Such obligation shall be commensurate with National Grid's supply agreements with Constellation during the Delivery Period, summarized as follows:

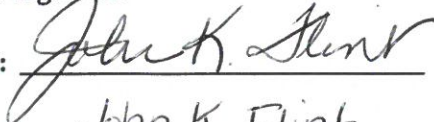
- a) For firm gas customers in the state of Massachusetts, National Grid has the right, but not the obligation, to purchase up to six (6) trucks per day from Constellation for a total seasonal quantity up to 240,000 MMBtu. National Grid expects that at least one day during the Peak Period it will utilize this volume at a portable vaporization site denoted in Exhibit B.
- b) For firm gas customers in the state of Rhode Island, National Grid has the right, but not the obligation, to purchase up to eight (8) trucks per day from Constellation for a total seasonal quantity up to 300,000 MMBtu; of this 300,000 MMBtu, approximately 19 loads will be utilized at the Cumberland site.

Pricing: For Loads transported hereunder, National Grid shall pay Transporter the Cost identified above plus such additional charges agreed to by the Parties as part of Transporter's bid proposal and set forth in Attachment A to this Transaction Confirmation ("Transgas Standard Terms and Conditions National Grid). For all LNG Transportation from Constellation 's facility at 18 Rover Street, Everett, MA 02149 to the Portable Vaporizer facilities listed above, National Grid shall pay Transporter charges agreed to by the Parties as part of the Transporter's bid proposal and set forth in Attachment B to this Transaction Confirmation ("Transgas LNG Portable Pipeline Price Schedule")

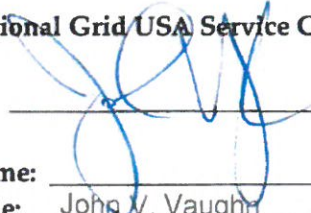

Special Conditions:

- 1. This Transaction Confirmation was awarded pursuant to National Grid's Request for Proposals for LNG Transportation and Portable Vaporization Services dated October 30, 2018 the exhibits attached thereto, which are incorporated into and made a part hereof.
- 2. During the Delivery Period, unless Transporter is unable to satisfy its obligations to National Grid, Transporter shall serve as National Grid's sole carrier of LNG out of Constellation 's facility. In the event Transporter is unable to satisfy its obligations to National Grid with respect to Transportation of LNG or work at portable vaporization sites during the Delivery Period, National Grid shall have the right to seek alternative arrangements to deliver LNG to its customers and portable vaporizer site.

Transgas Inc.

By: 
 Name: John K. Flint
 Title: President

National Grid USA Service Company, Inc.

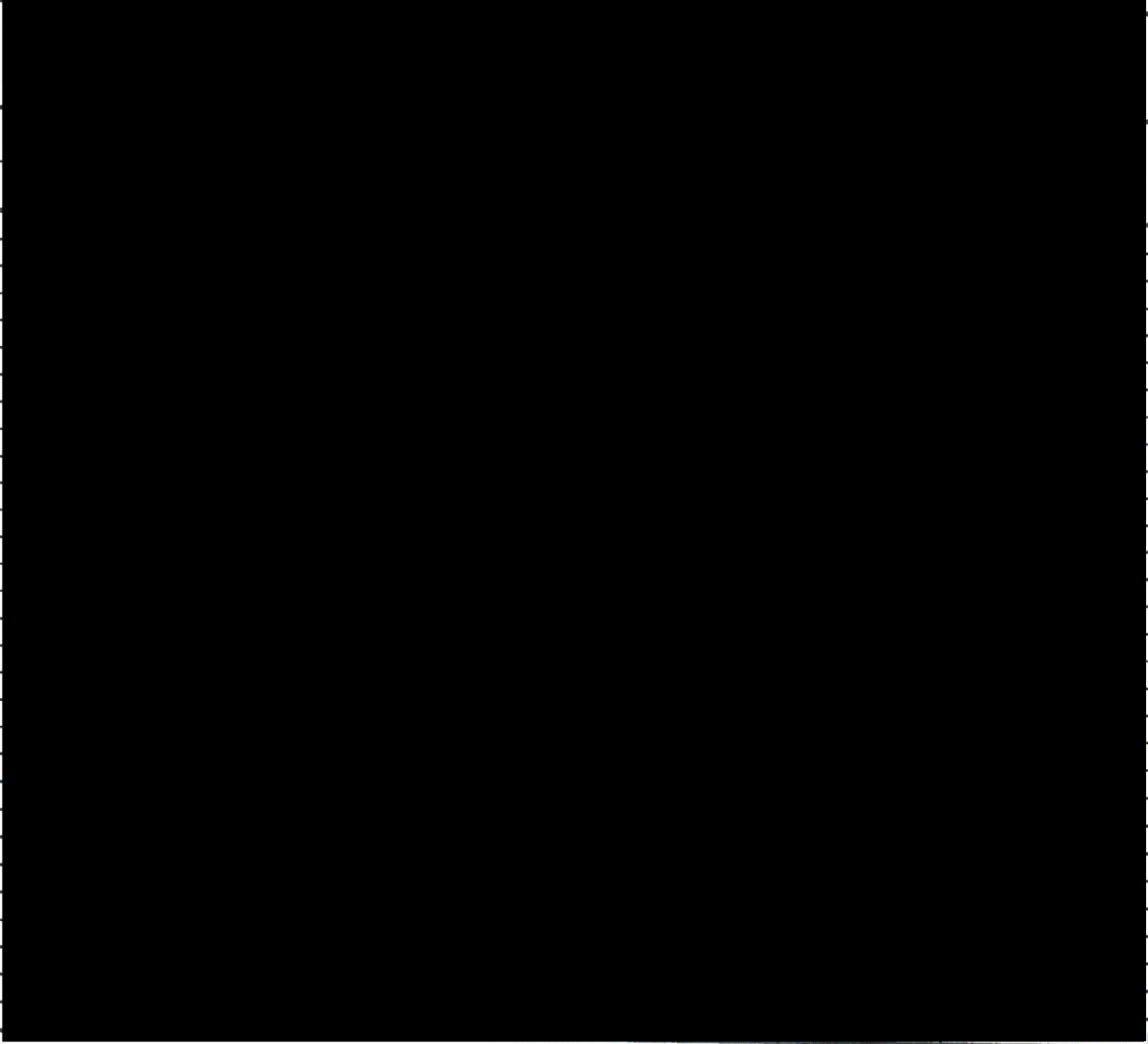
By:  
 Name: John W. Vaughn
 Title: Authorized Signatory



**Standard Terms and Conditions
National Grid**

Attachment A

CONFIDENTIAL



Note 1: The diesel fuel prices indicated above are based upon the Weekly Retail On-Highway Diesel Prices for New England (the "Price") as published each Monday by the U.S. Department of Energy, Energy Information Administration on their website at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.

Note 2: The DOE/EIA Price is posted each Monday and will determine the Weekly Diesel Fuel Surcharge (the "Surcharge"). The Surcharge for a given Monday shall apply to work performed during the 7-day weekly period commencing on such Monday.

Note 3: If the Price exceeds the range of Table No. 1, the Surcharge shall increase by the same 0.25% increase in Surcharge for each five (5) cent increase in Price as shown in Table No. 1.

Effective: November 1, 2018

These Standard Terms and Conditions Contain Privileged and Confidential Information
K:/Standard Terms and Conditions – November 1, 2018 – National Grid

Transaction Confirmation

Date: 08/23/2019

This Transaction Confirmation is subject to the LNG Transportation Services Agreement between National Grid and LP Transportation, Inc. ("Transporter"), dated April 1, 2013 ("Agreement").

All capitalized terms used in this Transaction Confirmation and not otherwise defined shall have the meanings assigned to them in the Agreement.

The tables included as Attachment A set forth the Delivery Points, Cost per lb., and Estimated Cost per Load for Receipts from Constellation LNG, LLC ("Constellation")'s facility at 18 Rover Street, Everett, MA 02149.

Delivery Period: On any Day during the term(s) April 1, 2019 through and including December 1, 2019 and April 1, 2020 through and including December 1, 2020. National Grid shall have the right, but not the obligation, to call on Transporter to deliver to the Delivery Point(s) in order to serve National Grid. For each of the 2019 and 2020 Delivery Periods, Transporter shall make available to National Grid the resources necessary to move [REDACTED] of National Grid's contracted for supply from Constellation to the Delivery Point(s); [REDACTED]

[REDACTED] No later than March 2, 2020, National Grid shall communicate to Transporter the estimated volume needed to meet the refill requirements at the Delivery Point(s) for the 2020 refill season.

Loads in Excess of Transporter's Resources: If on any day during the Delivery Period National Grid requires loads in excess of Transporter's obligations pursuant to this Transaction Confirmation at those Delivery Point(s) other than Dorchester, MA or So. Yarmouth, MA, National Grid shall look first to Transporter to fulfill this requirement. If Transporter is unable to meet the request for a given day, National Grid may utilize a third-party carrier for such deliveries to these Delivery Point(s).

Pricing: For Loads transported hereunder, National Grid shall pay Transporter the Cost in Attachment A to this Transaction Confirmation.

Special Conditions:

1. This Transaction Confirmation was awarded pursuant to National Grid's Request for Proposals for LNG Transportation dated February 14, 2019 and the exhibits attached thereto, which are incorporated into and made a part hereof.

LP Transportation, Inc.

National Grid USA Service
Company, Inc.

By: Todd Eldred

By: [Signature]

Name: Todd Eldred

Name: John V. Vaughn

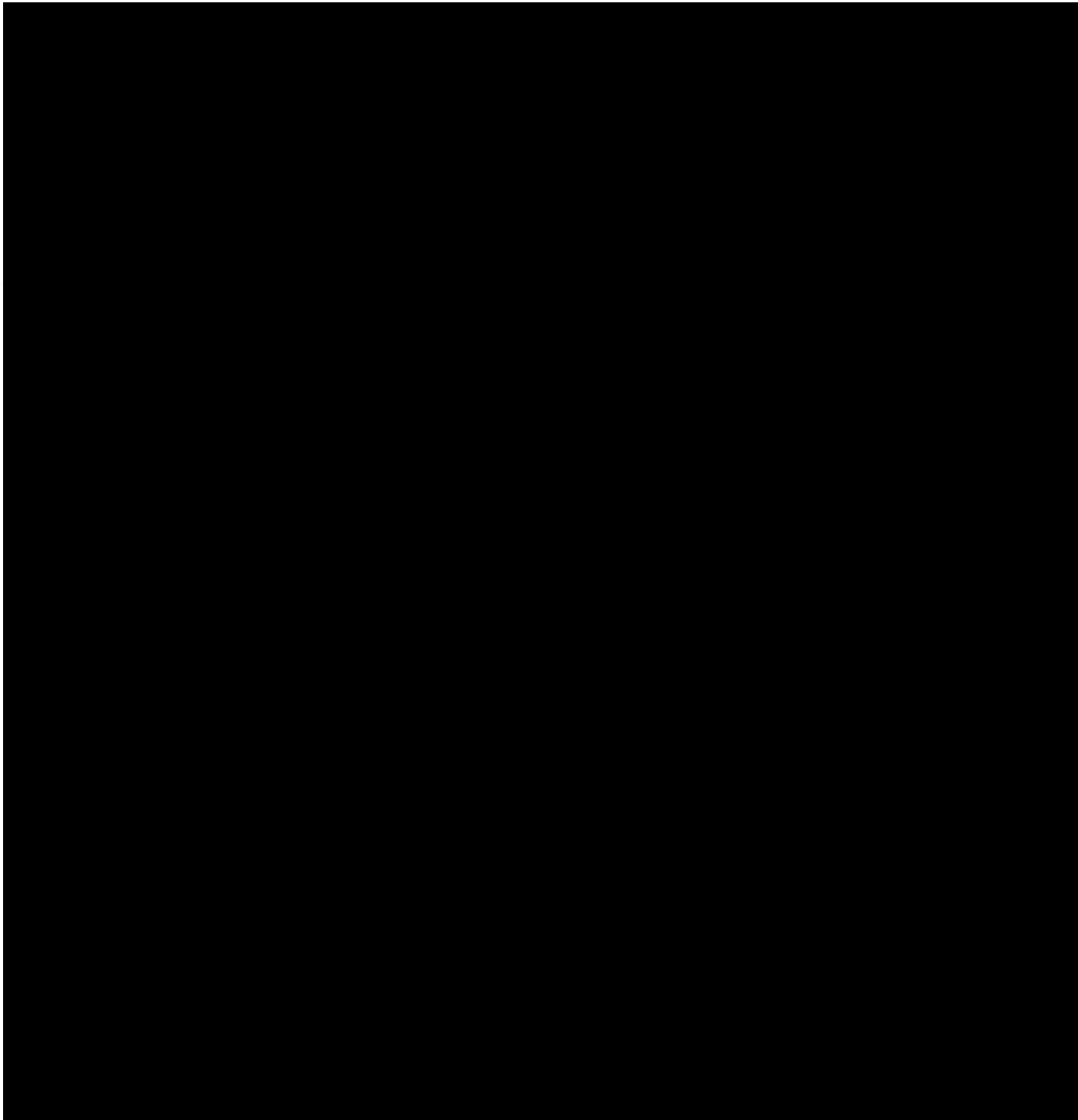
Title: CHIEF OPERATING OFFICER

Title: Authorized Signatory

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4/1/08

Equipment Rental and Support Services Agreement

This Equipment Rental and Support Services Agreement (this “Agreement”) is entered into this 12th day of September, 2018 (the “Effective Date”) by and between Prometheus Energy Group Inc., a Delaware corporation (“Prometheus”), and The Narragansett Electric Company d/b/a National Grid (“Customer”). Prometheus and Customer are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties”.





IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth above.

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

Prometheus Energy Group, Inc.

By: [Signature] *all*
Name: John V. Vaughn *07*
Title: Authorized Signatory

By: [Signature]
Name: Jim Aivalis
Title: CEO & President

LIQUEFIED NATURAL GAS SUPPLY AGREEMENT

THIS AGREEMENT is made and entered into as of July 16, 2015 (the "Agreement Date")

AMONG:

THE NARRAGANSETT ELECTRIC COMPANY DBA NATIONAL GRID, a Rhode Island corporation ("**Customer**")

– and –

GAZ MÉTRO LNG, L.P., a limited partnership organized under the laws of the Province of Québec, acting through its general partner, **GAZ MÉTRO GNL inc.** ("**Gaz Métro LNG**")

Customer and Gaz Métro LNG are individually referred to as "**Party**" and collectively as "**Parties**"

WHEREAS:

- A. Gaz Métro Limited Partnership ("**Gaz Métro L.P.**") owns and operates a liquefaction, storage and regasifying plant (the "**LSR Plant**") located at 11201 Henri-Bourassa Boulevard East, Montréal, Québec, Canada;
- B. Customer desires to purchase liquefied natural gas ("**LNG**") on the terms and conditions set forth herein in order to deliver the LNG (or have it delivered by its Transporter (as defined hereinafter)) to certain installations located in the United States of America;
- C. An additional liquefaction train is being built at the site of the LSR Plant (the "**LSR Plant Expansion**");
- D. From the beginning of the Delivery Term until the Commercial Operation Date, Gaz Métro L.P. will make available to Gaz Métro LNG a portion of the LNG produced at the LSR Plant;
- E. Starting on the Commercial Operation Date, the LNG sold to Customer will come from the LSR Plant Expansion;
- F. Gaz Métro LNG wishes to sell LNG to Customer and Customer wishes to purchase LNG from Gaz Métro LNG on a FCA® Incoterms 2010 basis, to be supplied from the LSR Plant.



NOW THEREFORE, the Parties agree as follows:

1. **Defined Terms and List of Schedules and Exhibits:**

Defined Terms

"**Affected Party**" has the meaning set forth in Section 13(a).

"**Affiliate**" shall mean a Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person; where the term "control," "controlled by" or "under common control with" means the power, direct or indirect, to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, as trustee or executor, or otherwise.

"**Agreement**" shall mean this Agreement.

"**Agreement Date**" has the meaning set forth on page 1 of this Agreement.

"**Annual Contract Quantity**" or "**ACQ**" has the meaning set forth in Section 3(a).

"**Annual Delivery Schedule**" has the meaning set forth in Schedule E.

"**Applicable Laws**" shall mean all federal, provincial and state laws and statutes and all regulations with jurisdiction over the Parties to this Agreement and application to the subject matter hereof, and all codes adopted hereunder or incorporated by reference for the storage, handling, loading and transportation of LNG.

"**Approval**" shall mean any permit, franchise, authorization, approval, grant, license, visa, waiver, exemption, consent, permission, registration, decree, privilege, variance, validation, confirmation or order granted by or filed with any Governmental Authority.

"**Bcf**" shall mean billion cubic feet.

"**Canadian CPI**" means the Canadian Consumer Price Index as published monthly by Statistiques Canada (Cansim 3260020).

"**Cooldown Fee**" has the meaning set forth in Section 3(g).

"**Commercial Operation Date**" has the meaning set forth in Schedule D.

"**Conditions Precedent**" has the meaning set forth in Section 2(a).

"**Conditions of Service and Tariff**" or "**Tariff**" means the Conditions of natural gas Service and Tariff of Gaz Métro L.P. as adopted and modified by the Régie from time to time pursuant to the *Act Respecting the Régie de l'énergie* (R.S.Q., c. R-6-01).

"**Confidential Information**" has the meaning set forth in Section 12(a).

"Contract Year" shall mean a period of time from and including January 1 through and including December 31 of the same calendar year, provided that: (1) the first Contract Year is the period of time beginning on the first day of the Delivery Term and ending on December 31 of the same calendar year; (2) the final Contract Year is the period of time beginning on the January 1 immediately preceding the final day of the Term and ending on the final day of the Term and (3) the ACQ and allocation of Loading Windows shall be reduced for any partial Contract Year at the beginning or end of the Term, in proportion of the number of days in such partial Contract Year bears to the total number of days in such calendar year.

"CTEAS" has the meaning set forth in Section 3(h).

"Cubic meter" or "m³" of natural gas means quantity of natural gas contained in one cubic meter at an absolute pressure of 101.325 kilopascals and at a temperature of 15 degree Celsius.

"Customer" has the meaning set forth on page 1 of this Agreement.

"Delivery Point" has the meaning set forth in Section 3(d).

"Delivery Term" has the meaning set forth in Section 2(c).

"Disclosing Party" has the meaning set forth in Section 12.

"ERP" has the meaning set forth in Section 6(f).

"FCA® Incoterms 2010" means Gaz Métro LNG delivers the LNG to the transporter nominated by Customer.

"Final Window Period" has the meaning set forth in Schedule D.

"First Window Period" has the meaning set forth in Schedule D.

"Force Majeure" or "Event of Force Majeure" has the meaning set forth in Section 14(a).

"Gaz Métro LNG" has the meaning set forth on page 1 of this Agreement.

"Gaz Métro L.P." has the meaning set forth on page 1 of this Agreement.

"Governmental Authority" shall mean any national, regional, provincial, state or local government, or any subdivision, agency, commission or authority thereof having jurisdiction over this Agreement, a Party, the LSR Plant, a Transporter or an LNG Tank including, without limitation, the Régie and the National Energy Board of Canada.

"GST" shall mean the Goods and Services Tax.

"Insurance Policies" has the meaning set forth in Section 10(c).

"**LNG**" shall mean natural gas in a liquid state at or below its point of boiling and at or near atmospheric pressure.

"**LNG Tank**" has the meaning set forth in Section 5(f).

"**Loading Window**" has the meaning set forth in Schedule E.

"**LSR Plant**" has the meaning set forth on page 1 of this Agreement.

"**LSR Plant Expansion**" has the meaning set forth on page 1 of this Agreement.

"**Maximum Daily Quantity**" or "**MDQ**" has the meaning set forth in Section 3(a).

"**Maximum Monthly Quantity**" or "**MMQ**" has the meaning set forth in Section 3(a).

"**Missing Quantity**" has the meaning set forth in Section 3(j).

"**MMBtu**" shall mean million British thermal unit.

"**Monthly Delivery Schedule**" has the meaning set forth in Schedule E.

"**Notice of Arrival**" has the meaning set forth in Section 5(b).

"**Odorization of Liquid**" has the meaning set forth in Section 8.

"**Party**" or "**Parties**" has the meaning set forth on page 1 of this Agreement.

"**Person**" shall mean a corporation, other corporate entity, partnership, association, Governmental Authority or natural person.

"**Price**" has the meaning set forth in Section 3(e).

"**QST**" shall mean the Québec Sales Tax.

"**Régie**" shall mean the *Régie de l'énergie du Québec* (Québec Energy Board) or any successor thereto.

"**Receiving Party**" has the meaning set forth in Section 12(a).

"**Second Window Period**" has the meaning set forth in Schedule D.

"**TCPL**" shall mean TransCanada Pipelines Limited or any successor.

"**Term**" has the meaning set forth in Section 2.

"**Transporter**" has the meaning set forth in Section 5(d).

"**Warm LNG Tank**" has the meaning set forth in Section 5(b).

List of Schedules and Exhibits

Schedule A – Site Access and Tank Loading Procedures

Schedule B – Shipping Document

Schedule C – Measurement, Counting and Quality Procedures

Schedule D – Commercial Operation Date Windowing

Schedule E – Scheduling and Delivery

Schedule F – Material Safety Data Sheet

Schedule G – Price Example/Invoice

Schedule H – Information Requirements

Schedule I – LNG – Winter Trucking Insurance Exhibit

2. **Approvals; Conditions Precedent; Term:**

- (a) Customer and Gaz Métro LNG shall use reasonable efforts to obtain and maintain in force any Approvals which are required for the performance of this Agreement, and shall cooperate fully with each other whenever necessary for this purpose.
- (b) The Parties recognize and agree that this Agreement (other than the provisions of this Section 2(b) and of Sections 12 and 17 which shall all be in full force and effect as of the Agreement Date) shall become effective when all Approvals required to construct and operate the LSR Plant Expansion and needed to enable the Parties to fulfill their obligations under this Agreement will have been received.

As of the Agreement Date, only two Approvals have not been granted and are still missing, i.e. the Construction Permit to be issued by the City of Montreal for the LSR Plant Expansion, required and to be obtained by Gaz Métro LNG, and the receipt by Customer of all necessary regulatory authorizations, including any input, guidance and/or informal or formal approvals and orders or other authorizations or consents regarding approval of the Agreement and recovery of associated costs as determined to be acceptable by Customer acting reasonably from the Rhode Island Division of Public Utilities and Carriers, and any other federal, state or local authorities having jurisdiction, to proceed under this Agreement (the "**Conditions Precedent**"). Customer shall regularly keep Gaz Métro LNG informed about the status of the regulatory process.

Promptly upon satisfaction of each of the Conditions Precedent, the Party responsible to obtain the Approval shall notify the other Party of such satisfaction. This Agreement will automatically become effective on the date that both Conditions Precedent will have been either satisfied or waived, as applicable.

If a Condition Precedent has not been either satisfied or waived by April 1st, 2016, then the Party that is not responsible to obtain the Approval may give to the other Party a written notice stating that the latter has to waive the Condition Precedent, and that failure to do so may result in the termination of the Agreement by the Party that is not responsible to obtain the Approval. In case the Party responsible to obtain the Approval does not waive the Condition Precedent within ten (10) days from the issuance of the notice, the Party that is not responsible to obtain the Approval may terminate the Agreement.

- (c) The "Term" of this Agreement will commence on the Agreement Date and terminate on the last day of the Delivery Term unless extended by mutual agreement of the Parties or terminated sooner in accordance with this Agreement. The "Delivery Term" begins on April 1st, 2016 and ends on November 30th, 2018.

3. **Sale and Purchase of LNG:**

- (a) Gaz Métro LNG shall sell and deliver to Customer at the LSR Plant in each Contract Year, an annual contract quantity ("ACQ") of LNG as indicated in the table below:

Contract Years	ACQ (natural gas in its gaseous state)	
	Bcf	M ³ (000 000)
2016	0.0635	1,798
2017	0.1905	5,394
2018	0.1905	5,394

- i. Customer shall purchase and receive from Gaz Métro LNG, this ACQ of LNG on a firm, [REDACTED] FCA® Incoterms 2010 basis.
- ii. Moreover, for the 2016 Contract Year, LNG deliveries hereunder are further subject to a maximum monthly quantity ("MMQ") of 299,667 m³ of natural gas in its gaseous state, and to a maximum daily quantity ("MDQ") of 30,000 m³ of natural gas in its gaseous state. For the 2017 and 2018 Contract Years, LNG deliveries hereunder are further subject to a MMQ of 899,000 m³ of natural gas in its gaseous state, and to a MDQ of 44,950 m³ of natural gas in its gaseous state.

- iii. In any Contract Year, the ACQ shall be adjusted upward as necessary to avoid Customer being required to take a partial truckload of LNG.
- iv. The ACQ is the quantity of LNG reserved by Customer. If Customer does not purchase and receive all the ACQ applicable during the Contract Year. Customer shall pay to Gaz Métro LNG, in addition to the invoice established by Section 7a) for the LNG purchased and delivered to the Customer, the fees set forth in Section 3(j).
- v. Customer recognizes that the LSR Plant is essential for the operation of Gaz Métro L.P.'s natural gas network. Therefore, until the Commercial Operation Date, and due to urgent needs of Gaz Métro L.P.'s network, Gaz Métro LNG shall have the right to interrupt or reduce the sale and delivery of LNG to Customer as long as needed, acting reasonably. In case of such reduction or interruption of the deliveries of LNG until the Commercial Operation Date, the Parties shall coordinate any such reduction or interruption to the maximum extent practicable to minimize the impact on both Parties. In case Customer cannot benefit from a make-up Loading Window, if such is offered by Gaz Métro LNG, then the ACQ of Customer for the Contract Year during which the reduction or interruption happens will be adjusted accordingly. Also, Gaz Métro LNG shall indemnify Customer for all the direct costs and expenses incurred by Customer to cancel or to return to its origin the LNG Tanks that had been scheduled to accept the canceled deliveries.
- vi. No later than on September 30, 2016 for the 2017 Contract Year, and no later than on September 30, 2017 for the 2018 Contract Year, Customer may request an adjustment to the ACQ for the next Contract Year by giving notice thereof to Gaz Métro LNG. Any such adjustment can only be done once for each of the Contract Years.

The agreement by Gaz Métro LNG to a request for an increase of the ACQ is subject to the availability of the LNG. Hence, Gaz Métro LNG could accept the request as is, accept it only partially or refuse it.

If the adjustment requested aims at reducing the ACQ for the next Contract Year, this reduction cannot be higher than five percent (5%) of the ACQ for that Contract Year as agreed on the Agreement Date (i.e. 0,075 Bcf).

- (b) If requested by Customer, Gaz Métro LNG may in its sole discretion agree to sell and deliver to Customer additional quantities of LNG, which deliveries shall be on a non-firm, interruptible basis unless otherwise agreed and on the basis of the same Price, to which additional actual costs incurred by Gaz Métro LNG could be added.
- (c) Customer acknowledges that no LNG storage services are being provided under this Agreement.
- (d) The transfer of proprietary right of the LNG will occur upon delivery to Customer. Gaz Métro LNG shall deliver LNG to Customer on an FCA (per Incoterms® 2010) basis at the point at which the flange coupling of the LNG loading line at the LSR Plant joins the flange coupling of the LNG intake manifold of the relevant LNG Tank (the "Delivery Point"). Title to and all risk in respect of the LNG sold by Gaz Métro LNG pursuant to this Agreement shall pass from Gaz Métro LNG to Customer as the LNG passes the Delivery Point.
- (e) **Price:** Customer shall pay the following amounts (collectively, the "Price") to Gaz Métro LNG for each cubic meter of natural gas in its gaseous state delivered to Customer by Gaz Métro LNG in the form of LNG under this Agreement (all amounts are in Canadian dollars except for the liquefaction fee):

i.

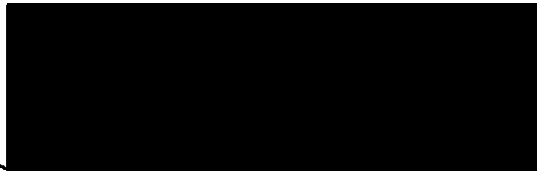
ii.

iii.

iv. a liquefaction fee of:

For the purpose of the calculation of the true-up amount provided for in Section 3 (j) of this Agreement, the liquefaction fee per Cubic

meter will be calculated using 35913 Btu/m³ as defined in Section 3 (f) of this Agreement, which means:



Sample calculation of the Price is as set forth in Schedule G.

- (f) The Parties agree that the Price is based on an assumed Btu content of LNG in its gaseous state equal to the Gaz Métro L.P. network standard of 35913 Btu/m³, and is subject to reconciliation to reflect the actual Btu content of the LNG as determined pursuant to Section 8(c) and Schedule C.
- (g) In addition to the Price, Customer shall pay a charge of \$ [REDACTED] ("Cooldown Fee") in 2015 Canadian dollars to cool down each Warm LNG Tank to the extent such cool down services are provided in accordance with Section 5(c).

- (h) [REDACTED]

Customer understands that Gaz Métro LNG shall request a sworn declaration from a Customer's authorized officer to certify that all the LNG delivered to Customer pursuant to this Agreement will be exported to the United States of America (this declaration having to be handed to Gaz Métro LNG prior to the first loading for each Contract Year), and has been exported to the United States of America (this declaration having to be handed to Gaz Métro LNG after the last loading of each Contract Year). Customer agrees to provide such sworn declarations, in the form attached in Schedule H to this Agreement, in order to be exonerated from the obligation to pay the CTEAS price, the GST and the QST. If requested by a Governmental Authority, other documentation may be required from Customer to ensure that the CTEAS price, the GST and QST do not have to be invoiced to Customer.

The Parties specifically agree that they will respect all Applicable Laws and rules on such matters.

- (i) In the event that a change in Applicable Laws occurring after the Agreement Date materially adversely affects the cost for Gaz Métro LNG to deliver LNG hereunder, Customer agrees to negotiate in good faith with Gaz Métro LNG to attempt to reach a mutually agreeable equitable increase in the Price commensurate with such increased cost to Gaz Métro LNG.

- (j) [REDACTED]



4. Warranty of Title and Quiet Possession.

- (a) All LNG sold and delivered to Customer under this Agreement shall be free and clear of any mortgage, charge, pledge, hypothecation, lien, security interest, assignment, option, equity, execution, claim or other encumbrance of any kind or nature whatsoever, including any agreement to give any of the foregoing, whether or not registered or registrable or whether consensual or arising by operation of Applicable Law.
- (b) Gaz Métro LNG represents and warrants to Customer that Gaz Métro LNG:
 - i. is the lawful and beneficial owner of the LNG to be supplied under this Agreement, and that as such it has the right to sell such LNG, free from all claims and encumbrances; and
 - ii. has the full right to sell and dispose of the LNG to be supplied under this Agreement, and that the sale of the LNG to Customer will not contravene any Applicable Law binding Gaz Métro LNG nor any contract to which Gaz Métro LNG is a party.
- (c) Gaz Métro LNG covenants with Customer that Customer shall have quiet possession of the LNG to be supplied under this Agreement.

5. Operation and Deliveries.

- (a) The Parties shall coordinate their operational activities and communicate with each other to ensure the safe deliveries of LNG subject to any reasonable security precautions implemented at the LSR Plant. To that effect, Customer shall, among others, provide Gaz Métro LNG with the contact information of all its employees and Transporter's employees directly involved in the performance of this Agreement. The Parties will establish an Annual Delivery Schedule in accordance with Schedule E hereto which identifies the Loading Windows in which Customer is to take delivery of LNG.
- (b) Customer shall provide by email a written notice to Gaz Métro LNG ("**Notice of Arrival**") not less than 24 hours prior to each scheduled Loading Window, with the estimated time of arrival, which time shall be within the Loading Window set forth in the Monthly Delivery Schedule, and such identifying information regarding the driver and the LNG Tank scheduled to take delivery as may be reasonably requested by Gaz Métro LNG. Thereafter, Customer shall cause such LNG Tank to timely arrive, be fully

loaded and depart within such Loading Window. Customer shall be liable for any damages incurred by Gaz Métro LNG as a result of any delays by Customer. Failure of Customer to provide a timely Notice of Arrival or to respect the said Loading Window may result in cancellation of the scheduled Loading Window by Gaz Métro LNG, which cancellation shall not relieve Customer of its obligations to take or pay for the ACQ.

- (c) It is understood that the LNG Tank must arrive at the LSR Plant at a temperature and pressure low enough to permit it to be filled by Gaz Métro LNG at a normal pace without a significant and sustained increase in its pressure as observed by the person responsible to fill it. If the person responsible for Gaz Métro LNG to fill the LNG tank notices a significant and sustained increase in the pressure of the LNG tank, Gaz Métro LNG may declare the LNG Tank as a «Warm LNG Tank».

If requested in the Notice of Arrival or if noticed while trying to fill the LNG Tank, Gaz Métro LNG shall use commercially reasonable efforts to provide necessary cool down services with respect to any Warm LNG Tank. Gaz Métro LNG reserves the right to reject any Warm LNG Tank to the extent it may not reasonably accommodate same (taking into account its obligations to other customers) or if Customer shall have failed to provide notice of the Warm LNG Tank in its Notice of Arrival. Any such rejection of a Warm LNG Tank shall not relieve Customer of its obligations to take or pay for the ACQ. The Cooldown Fee shall be payable by Customer for each such Warm LNG Tank cooled down by Gaz Métro LNG.

- (d) Customer shall, in accordance with this Agreement, Applicable Laws and Approvals, cause its transporter (“**Transporter**”) to take delivery at the Delivery Point and transport by LNG Tank all LNG delivered to Customer from the LSR Plant. Prior to the beginning of any loading of LNG by Gaz Métro in any LNG Tank, Customer agrees to provide Gaz Métro LNG written evidence that its Transporter and drivers have the ability, experience, licensure and training commensurate with the performance of their duties in accordance with the standards of reasonable and prudent operators of LNG Tanks, and that Customer and Transporter are holding all Approvals required under Applicable Law including, among others, any Approval required, when applicable, under the *National Energy Board Act*. In particular, Customer shall provide to Gaz Métro LNG all the information required in Schedule H no later than five (5) business days prior to the first loading for each Contract Year. Failure to provide all this information in due time shall cause the first loading to be postponed accordingly. Should any information provided prior to the first loading change during the Term, Customer shall promptly inform Gaz Métro LNG thereof.
- (e) Notwithstanding any other provision of this Agreement, as between Customer and Gaz Métro LNG, Customer shall be solely liable for the fault, negligence, performance or non-performance of its Transporter or any of its subcontractors, agents or employees, and such subcontracting by Customer shall in no way discharge or release Customer from the full performance and observation of its responsibilities under this Agreement.

Any responsibilities of Transporter, or Transporter's agents or contractors, under this Agreement, shall be considered as Customer responsibility. Customer shall provide at least thirty (30) day's prior written notice to Gaz Métro LNG in the event it intends to change Transporters during the term of this Agreement.

- (f) For purposes of this Agreement, an "LNG Tank" shall mean a cryogenic Tank transported by Transporter that meets the following:

Previous cargo shall have been LNG, or documentation shall be provided certifying that inert purge followed by precooling with LNG has been carried out.

- (g) Each LNG Tank shall be fit in every way for the safe loading, unloading, handling and carrying of LNG in bulk at atmospheric pressure and shall have its systems (including instrumentation) necessary for the safe loading, unloading, handling, carrying and measuring of LNG in good order and condition. Each LNG Tank and each truck carrying the said LNG Tank shall comply with, and shall be fully equipped, supplied, operated, and maintained to comply with, all Applicable Laws, including those that relate to design, safety, environmental protection, and other operational matters, and all procedures, permits, and approvals of Governmental Authorities that are required for the transportation and loading of LNG.
- (h) Gaz Métro LNG shall provide Customer, Transporter and Transporter's agents, contractors and their respective employees with access to the LSR Plant for the purpose of loading LNG by Gaz Métro LNG in the LNG Tank.
- (i) Customer shall direct Transporter to be present at the loading of LNG in the LNG Tank at the LSR Plant, and to arrange for the volume of each shipment to be measured and recorded in accordance with Section 8(c) and Schedule A.
- (j) Customer shall require Transporter and Transporter's agents, contractors and their respective employees to follow all directives of Gaz Métro LNG and its duly authorized personnel when present at the LSR Plant for the purposes of the subject matter of this Agreement. These directives appear in Schedule A, Site Access and Tank Loading Procedure. Schedule A may be changed from time to time by Gaz Métro LNG upon notice to Customer.
- (k) Gaz Métro LNG may, in its sole discretion, reject any Transporter, LNG Tank or driver which identification has not been transmitted to Gaz Métro LNG in advance or which is not in full compliance with the requirements of this Agreement or Applicable Law and cancel any affected delivery, which cancellation shall not relieve Customer of its obligation regarding the ACQ.
- (l) Customer may request to assign one or more Loading Windows and any corresponding portion of its ACQ to a prospective assignee. Any such assignment is subject to approval by Gaz Métro LNG in its sole discretion and would require, at a minimum, that such prospective assignee agree to

service on the terms and conditions set forth herein and be of equal or better creditworthiness as Customer or otherwise provide sufficient credit support. Any costs and expenses incurred by Gaz Métro LNG in considering any such assignment request shall be reimbursed by Customer. Any such assignment shall not relieve Customer of any responsibility hereunder, and Customer shall remain liable with the assignee for the payment of any LNG made available to the assignee.

- (m) Gaz Métro LNG shall have no duty to confirm compliance of any Transporter, LNG Tank or driver with the requirements hereunder or under Applicable Law, and no permission to enter the site of the LSR Plant, load or take delivery of LNG issued by Gaz Métro LNG shall relieve Customer or Transporter of such requirements.

6. Storage and Handling of LNG.

- (a) In fulfilling their obligations under this Agreement, Gaz Métro LNG and Customer shall comply fully with all Applicable Laws.
- (b) Customer shall require Transporter and its subcontractors for the purpose of this Agreement to hold all Approvals necessary to transport the LNG from the LSR Plant to its final destination including, if applicable, all such authorizations with respect to the export and delivery to the United States, and to accept delivery of such shipments from Gaz Métro LNG promptly, efficiently, safely and as directed by Gaz Métro LNG, at Transporter's sole risk, cost and expense.
- (c) For each shipment of LNG, Gaz Métro LNG shall, as shipper, prepare, execute and provide to Transporter or its subcontractors (as applicable) a form of shipping document that complies with the Applicable Laws. A form of shipping document is attached in Schedule B.
- (d) Customer shall inform Gaz Métro LNG in advance and within a reasonable delay of the routes that will be taken by the Transporter from the moment the LNG Tank will be loaded until its final destination, and of any modification to these routes. Customer shall be authorized or have its Transporter be authorized to transport LNG on designated Canadian routes. If requested by Customer, Gaz Métro LNG, at Customer's expense, will use reasonable efforts to assist Customer to obtain necessary authorization to transport LNG on Canadian routes; provided that Customer remains in all times fully responsible for the transportation activity.
- (e) Gaz Métro LNG shall ensure that, at all times during the term of this Agreement, each employee and contractor engaged by Gaz Métro LNG for the purposes of handling, storing, and loading of LNG:
 - i. has been properly screened by Gaz Métro LNG, and poses no known security risk to any of the Parties or the Transporter; and

- ii. has received adequate training in the handling, storage and loading of LNG.
- (f) Where applicable, Gaz Métro LNG shall ensure that Gaz Métro L.P. prepares and provides to Transporter an approved emergency response plan ("ERP") in compliance with all Applicable Laws, and shall self-provide or retain the services of a supplier who shall provide the services of emergency response in compliance with all Applicable Laws, provided that Customer will reimburse all reasonable expenses incurred by Gaz Métro LNG in connection with the ERP. Notwithstanding the fact that Gaz Métro LNG provides the ERP, Customer remains solely responsible for any event occurring during transportation of LNG after it has taken receipt thereof until its final destination. Therefore, Customer shall indemnify Gaz Métro LNG for any damages arising out of any such event.

7. Billing and Payment.

- (a) Following the end of each month, Gaz Métro LNG shall deliver to Customer an invoice showing the total quantity of LNG delivered to Customer during the month, and the Price due in connection with such LNG together with reasonable supporting detail, substantially in the form of Schedule G.
- (b) Following the end of each Contract Year, Gaz Métro LNG shall deliver to Customer a true-up invoice with respect to any amounts owing from Customer with respect to such Contract Year, as provided for in Section 3(j). However, if for any Contract Year the quantity of LNG delivered by Gaz Métro LNG to Customer is equal or higher than the ACQ of that Contract Year, Gaz Métro LNG will not deliver such true-up invoice.
- (c) Customer shall pay to Gaz Métro LNG the full amount indicated on each invoice, by way of an electronic transfer of funds in accordance with the instructions set out on the invoice, the whole within twenty (20) calendar days from the invoice date.

If Customer disputes the amount of an invoice in good faith, it shall nevertheless pay the total amount of the invoice within the above-noted delay, and promptly provide supporting documentation to support the amount disputed. Disputed amounts that are ultimately determined to be refunded to Customer by Gaz Métro LNG shall be refunded with interest accrued at the interest rate described below in Section (e), from the date of payment through the date of refund or payment. Customer may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement upon Notice in writing to Gaz Métro LNG within twelve (12) months of the date the invoice or adjustment to an invoice was rendered.

- (d) All payments under this Agreement will be in Canadian Dollars, except for the payment of the liquefaction fee, which will be in US Dollars.

- (e) If Customer fails to pay the full amount payable by it when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of: (i) the then effective prime lending rate of interest established from time to time by the National Bank of Canada for loans to commercial customers, plus three percent (3%) per annum from the date due until the date of payment, or (ii) the maximum applicable lawful interest rate.
- (f) In any action to collect any amount due under this Agreement, the prevailing Party shall be entitled to recover its legal fees and collection costs as determined by a court of competent jurisdiction.
- (g) Gaz Métro LNG reserves the right to require reasonable security or performance assurances associated with Customer's obligations hereunder, including irrevocable standby letters of credit, guarantees (including bonds) from creditworthy entities (as reasonably determined by Gaz Métro LNG) or other similar requirements.

8. Measurement, counting and quality procedures, and absence of odorization.

- (a) The Material Safety Data Sheet of the LNG is attached in Schedule F to this Agreement. The LSR Plant receives its gas from TCPL transportation network. Gaz Métro LNG makes no representation or warranty with respect to the compatibility of LNG delivered hereunder with other receiving facilities.
- (b) The Parties agree that the quantity of each shipment of LNG delivered under this Agreement will be established through the increase in weight in kg of the LNG Tank between the beginning of the loading and its end. The weight of the LNG delivered will be used to determine the quantity of LNG sold and delivered with each loading.
- (c) At least once a week, Gaz Métro LNG will measure the Btu content and the density of the LNG in its tanks at or near the flange coupling of the LNG Loading line in accordance with Schedule C. The monthly invoice prepared by Gaz Métro LNG will be adjusted to reflect the Btu content of the LNG made available compared to the Gaz Métro L.P. network gas standard as defined in Section 3(f).
- (d) All the LNG delivered hereunder shall be free of odorant compounds, and Customer shall indemnify and hold Gaz Métro LNG harmless from all claims and damages including suits, actions, damages, costs, losses and expenses arising by reason of any failure of Customer to odorize such LNG after its receipt at the Delivery Point.
- (e) All the LNG delivered hereunder at the Delivery Point shall be interchangeable as defined in AGA Report 4A, have a Gross Heating Value not to exceed 1090 Btu/scf, and have a Wobbe Number – not to exceed 1385. The LNG delivered at the Delivery Point shall conform to the associate pipeline tariff's (Gaz Métro L.P.'s system gas) gas quality and

measurement specifications, subject to the Gross Heating Value maximum of 1090 Btu/scf and Wobbe number maximum of 1385. LNG delivered at the Delivery Point shall be merchantable and commercially free of objectionable constituents.

9. **Indemnities: Liabilities.**

- (a) A Party (a "**Defaulting Party**") shall indemnify and hold harmless the other Party (the "**Indemnified Party**") from and against any and all damages, debts, obligations, losses and expenses incurred by the Indemnified Party and that are directly arising out of, resulting from or attributable to the fault, negligence or faulty omission of the Defaulting Party.
- (b) Except as may be required in connection with any third-party indemnification claims, neither Party shall be liable to the other Party for or in respect of any indirect, incidental, consequential losses, including any loss of income or profits. The Parties recognize that all amounts claimed to Customer arising out of its obligation relating to the ACQ shall not be affected by this paragraph.
- (c) In the event Gaz Métro LNG fails to deliver to Customer at the LSR Plant all or part of the quantities that have been confirmed by Customer through the Notice of Arrival to Gaz Métro LNG, and that such failure is due to Gaz Métro LNG's fault, negligence or faulty omission, Gaz Métro LNG undertakes in this case to take reasonable measures to schedule a make-up Loading Window for Customer and waives any incremental costs set forth in Section 7 of Schedule E. If it is impossible for Customer to use, or for Gaz Métro LNG to offer, such make-up Loading Windows, the ACQ of Customer will be adjusted downwards for the Contract Year during which Gaz Métro LNG's default occurs, in order to take into account the quantity of LNG that the Customer will not have been able to receive due to Gaz Métro LNG's default. For the quantity of LNG that the Customer will not have been able to receive due to Gaz Métro LNG's default and for the quantity received during a make-up Loading Window due to Gaz Métro LNG's default, Gaz Métro LNG's liability to Customer shall be limited to Customer's actual, direct damages in respect of such failed or delayed delivery, not to exceed fifty (50) percent of the value of the quantity that Gaz Métro LNG failed to deliver or delivered during the make-up Loading Window. Customer shall use reasonable efforts to minimize such damages.
- (d) Except for warranties of title, liens and encumbrances, and subject to the provisions of this Agreement concerning the quality of LNG to be delivered under this Agreement, Gaz Métro LNG expressly negates any warranty with respect to LNG delivered under this agreement, written or oral, express or implied, including any warranty with respect to conformity to samples, merchantability or fitness for any particular purpose.

10. Insurance:

- (a) In addition to all other insurance coverage required by Applicable Laws, Gaz Métro LNG shall at its own expense procure and maintain in full force and effect throughout the term of this Agreement and any renewals thereof, and for two (2) years following expiry or non-renewal of this Agreement, commercial general liability insurance having a minimum inclusive coverage limit, including personal injury and property damage, of at least Ten Million Dollars (\$10,000,000). Customer must be added as an additional insured in the commercial general liability insurance policy, which should be extended to cover contractual liability and owners'/contractors' protective liability and must also contain a cross liability clause.
- (b) In addition to all other insurance coverage required by Applicable Laws, Customer shall, at its own expense, procure and maintain in full force and effect throughout the term of this Agreement and any renewals thereof, and for two (2) years following expiry or non-renewal of this Agreement, commercial general liability insurance having a minimum inclusive coverage limit, including personal injury and property damage, of at least Ten Million Dollars (US) (\$10,000,000). Gaz Métro LNG must be added as an additional insured in the commercial general liability insurance policy, which should be extended to cover contractual liability, owners'/contractors' protective liability and must also contain a cross liability clause. Nothing contained here shall preclude Customer from self-insuring as permitted under Applicable Laws. Customer shall be responsible for the payment of all deductible or self-insured retention amounts related to this insurance coverage. As of the Agreement Date, Customer's self-insured retention amount is Three Million Dollars (US) (\$3,000,000). Customer shall notify Gaz Metro LNG in writing if, during the Term, Customer elects to increase its self-insured retention.
- (c) Upon execution of this Agreement and upon each insurance policy renewal, each Party shall furnish the other with an insurance certificate setting out the terms and conditions of each policy of insurance (the "**Insurance Policies**") maintained by such insured in order to satisfy the requirements of this section of all Applicable Laws pertaining to workers' compensation schemes. At any time and upon each insurance policy renewal, each Party shall furnish the other with one or more duly completed insurance certificates in the form requested by the other Party to evidence the details of all the Insurance Policies. The Insurance Policies shall be arranged with insurers with a minimum A.M. Best rating of not less than "A-". Neither Party shall cancel or terminate any of the Insurance Policies or reduce their coverage without giving prior notice in writing to the other Party. Each Party shall cause or arrange for any of its insurers under any one or more of the Insurance Policies to oblige itself contractually in writing to the other Party to provide thirty (30) days' prior notice in writing before cancelling, terminating or reducing of coverage the Insurance Policies under which it is an insurer.
- (d) For the protection of Gaz Métro LNG, its successors and assigns, Customer shall cause Transporter to purchase at its own expense and keep in force,

throughout the term of this Agreement and any renewals thereof, and for two (2) years following expiry or non-renewal of this Agreement, the insurance policies or insurance coverage set out in Schedule I – LNG Winter Trucking Insurance Exhibit..

11. **Notices:** Routine communications between the Parties may be transmitted electronically, by email or by fax. However, any formal notices required or permitted to be given in writing under this Agreement will be considered as having been given by one to the other Party upon the business day following the mailing thereof to such other Party by registered mail, postage prepaid, to the address set forth below, or to such other address as such Party may furnish to the other Party from time to time:

in the case of Customer, to this address:

THE NARRAGANSETT ELECTRIC COMPANY DBA National Grid
 100 East Old Country Road
 Hicksville NY 11801
 Attn: John Allocca – Director of FERC Compliance & Contracting
 Tel: (516) 545-3018
 Fax: (516) 806-4442
 Email: john.allocca@nationalgrid.com

in the case of Gaz Métro LNG, to this address for all notices except for the Notices of Arrival 5(b) and for the notices pertaining to a change of Transporter 5(e):

Gaz Métro LNG L.P.
 Attention: Martin Imbleau, President
 1717 Du Havre Street
 Montréal, QC, Canada H2K 2X3
 Email: MImbleau@gazmetro.com

with a copy to:

Attention: Director, Legal Affairs and Claims
 1717 du Havre Street
 Montréal, QC, Canada H2K 2X3
 Email: legal@gazmetro.com

and in respect of Notices of Arrival 5(b) and of change of Transporter 5(e):

Gaz Métro LNG L.P.
 Attention: Manager, LSR PLANT
 11201 Henri-Bourassa Boulevard East
 Montréal, QC, Canada H1C 1H2

E-mail: lsr-gmqnl@gazmetro.com
Fax: (514) 494-2159

12. **Confidential Information.**

- (a) Definition of Confidential Information. For the purposes of this Agreement, the term "**Confidential Information**" shall include, but not be limited to, management, operational, product, technical, or commercial information, trade secrets, know-how, designs, formulations, ingredients, samples, processes, machines, equipment, approvals, processing and control information, product performance data, manuals, supplier lists, customer lists and market information, purchase and sales records, computer programs or systems, financial, marketing; provided such information is or has been (i) disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in writing, including by email or other tangible electronic storage medium or (ii) initially disclosed orally or visually, and then followed within thirty (30) days thereafter with a disclosure complying with the requirements of clause (i) above.

- (b) Sharing Confidential Information. The Parties shall disclose to each other such Confidential Information as is reasonably necessary to fulfill their respective obligations under this Agreement. Any Confidential Information disclosed by a Disclosing Party hereunder may be used by the Receiving Party only for the purposes of this Agreement and not for any other purpose.

- (c) Duty to Maintain Confidentiality. Except as otherwise specifically set forth herein, the Parties shall keep confidential (and shall ensure that its employees, agents and consultants keep confidential) any and all Confidential Information and any information concerning this Agreement or the proposed activities set forth herein, and shall not disclose such Confidential Information or any information concerning this Agreement or the activities or proposed activities set forth herein to any person without the prior written consent of the Disclosing Party. The Parties shall have the right to retain one electronic copy of the Confidential Information as part of the back-up for their computers. The provisions of this Section 12(c) shall not apply to any Confidential Information or any information concerning this Agreement or the activities or proposed activities set forth herein which:
 - i. is publicly available at the time of disclosure or which subsequently becomes publicly available other than by breach of this Agreement by the Receiving Party;

 - ii. is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, or becomes known through no wrongful act of the Receiving Party and, in either case, was not otherwise communicated by the Receiving Party;

 - iii. is independently developed by the Receiving Party and not based on any Confidential Information;

- iv. subsequently and lawfully comes into the Receiving Party's possession from an independent third party who did not receive the Confidential Information, directly or indirectly, from the Disclosing Party; or
- v. is disclosed to Governmental Authorities or to courts pursuant to Applicable Laws.

(d) Publicity. It is understood that Customer shall not (i) publicly associate Gaz Métro LNG with its transportation of LNG from the LSR Plant (ii) or issue any press release regarding this Agreement or the subject matter hereof, without Gaz Métro LNG's prior written consent.

13. **Force Majeure.**

(a) In this Section 14, the following terms and expressions shall have the following meaning:

- i. **"Affected Party"** means the Party who is unable to perform its obligations hereunder.
- ii. **"Force Majeure"** or **"Event of Force Majeure"** means any act, event, cause or condition that prevents a Party from performing its obligations hereunder, that is beyond the Affected Party's reasonable control and that is not caused by such Party's fault or negligence, including but not limited to force majeure as defined in the *Civil Code of Québec*, acts of God, strike, lockout or other industrial disturbance, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, flood, washout, civil disturbance, explosion, fire, a terrorist act, inability to obtain materials, supplies, permits or labor, or the failure of any third party supplier to so deliver any such materials, supplies, permits or labor, breakage or accidents to machinery or lines of pipe, the necessity for making repairs or alterations to machinery or lines of pipe, unplanned outages at the LSR Plant, or the inability of Gaz Métro LNG to deliver LNG, force majeure on or of any third party providing transportation service of gas or LNG to Gaz Métro LNG, any laws, orders, rules, regulations, acts or restraints of any governmental body including the Régie, civil or military affecting Gaz Métro LNG or any third party supplier with which Gaz Métro LNG has contracted. Notwithstanding the foregoing, Force Majeure shall not include the hindrance, for any reason, of: i) any facility to receive or consume the LNG being delivered hereunder or ii) of any Transporter to take delivery of the LNG or iii) of any LNG Tank to receive the LNG delivered hereunder.

(b) In respect of any incident as a result of which any Party is rendered incapable, in whole or in part by a "Force Majeure", of performing or complying with any obligation or condition of this Agreement then, subject to the provisions contained in this Section 13, the obligations of both Parties so far as they are directly related to or affected by such Force Majeure, shall

be suspended during the continuance of the Force Majeure provided that the Affected Party shall:

- i. forthwith give written notice to the other Party of the anticipation of the occurrence of an Event of Force Majeure and its expected date of commencement and duration;
 - ii. forthwith give notice to the other Party of the occurrence of an Event of Force Majeure and its expected duration;
 - iii. unless such Event of Force Majeure is a strike, lockout or other industrial disturbance, use commercially reasonable efforts to eliminate such Event of Force Majeure;
 - iv. forthwith give notice to the other Party when such Event of Force Majeure has been eliminated or has ceased to prevent the Affected Party from fulfilling its obligation hereunder; and
 - v. proceed to fulfill such obligations as soon as reasonably possible after such Event of Force Majeure has been eliminated or has ceased to prevent the Affected Party from fulfilling such obligations.
- (c) An Affected Party shall not be entitled to the relief of performance provided hereunder, if:
- i. the Affected Party's inability to perform the obligation was caused by its lack of finances;
 - ii. the Affected Party's inability to perform the obligation was the result of its pursuing alternative market opportunities;
 - iii. the Affected Party's inability to perform the obligation was caused by its deliberate act or inaction; or
 - iv. the Affected Party failed to comply with subsection 13(b), above, in respect of the obligation.
- (d) If an Event of Force Majeure results in the reduction or suspension of operation of the liquefaction or loading facilities at the LSR Plant, Gaz Métro LNG shall use commercially reasonable efforts to allocate any remaining liquefaction capacity ratably between Customer and its other customers based upon their respective firm delivery quantities. The ACQ for the Contract Year during which the Event of Force Majeure occurred shall be adjusted to take into account the fact that some quantity of LNG shall not have been made available to the Customer due to the Event of Force Majeure.
- (e) If an Event of Force Majeure affecting the Customer affects the ability of Customer's LNG Tank to take delivery, Gaz Métro LNG shall use commercially reasonable efforts to schedule a make-up Loading Window to Customer, and shall waive any additional charges that would otherwise

apply under Section 7 of Schedule E. If it is impossible for Customer to take advantage of the make-up Loading Windows, the ACQ of Customer shall be adjusted downwards for the Contract Year during which the Event of Force Majeure occurs in order to take into account the quantity of LNG that Customer will not have taken delivery due to the Event of Force Majeure.

14. **Independent Contractor:** Each Party will perform its obligations under this Agreement as an independent contractor and will have exclusive control and direction of the persons engaged in the fulfillment of such obligations. Each Party assumes full responsibility for the acts and omissions of such persons and shall have exclusive liability for the payment of provincial and federal payroll taxes or contributions, or taxes for employment insurance, worker's compensation benefits and coverage, old age pensions, or other social security and related protection with respect to persons engaged by such Party in the performance of such Party's obligations under this Agreement.

15. **Suspension and Termination:**

a. *Suspension*

If Customer fails to fulfill any of its obligations hereunder, Gaz Métro LNG may suspend or limit the LNG deliveries to Customer if the default has not been cured within a five (5) days delay following the issuance by Gaz Métro LNG of a notice to that effect to Customer. Notwithstanding any such suspension or limitation, Customer remains responsible of its obligations pertaining to the ACQ.

b. *Termination by a Party*

This Agreement can be terminated by either Party in the following situations:

- i. at the election of a Party (the "**Non Defaulting Party**") in case the other Party (the "**Defaulting Party**") fails to fulfill any of its material obligations hereunder and does not cure it within sixty (60) days following the issuance of a written notice to that effect from the Non Defaulting Party to the Defaulting Party;
- ii. at the election of either Party, if an Event of Force Majeure affecting the LSR Plant lasts for one hundred eighty (180) or more consecutive days, immediately upon written notice to the other Party;
- iii. In case of Customer's default, not already covered by Section 15(b)i, has not been not cured within one hundred and twenty (120) days following the issuance by Gaz Métro LNG of a written notice to that effect, the latter can terminate this Agreement.

c. *Automatic Termination*

This Agreement shall automatically terminate if proceedings are taken with respect to a Party under any law concerning insolvency, bankruptcy, sequestration, reorganization, arrangement, dissolution, liquidation or under

any other similar law, or if the assets of the Party are subject to a liquidation or assignment for the benefit of its creditors.

d. In case this Agreement is terminated by Gaz Métro LNG or if it is automatically terminated in accordance with Section 15(c), Customer remains responsible to pay the ACQ until the end of the Delivery Term as if the Agreement had not been terminated. In all other situations where this Agreement can be terminated, Customer is released of its obligations pertaining to the ACQ for the period following the termination date.

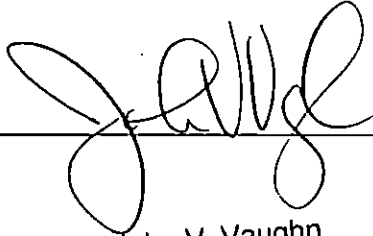
16. **Survival.** Notwithstanding anything else contained in this Agreement, the obligation of either Party to make payment under this Agreement and the provisions of Section 7, including the payment of the ACQ, 9, 10, 12 and 17 shall survive the termination of this Agreement.
17. **Governing Law; Jurisdiction:** This Agreement will be construed and interpreted according to the laws and regulations of the Province of Québec, and the laws and regulations of Canada applicable in Québec. Any disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the judicial courts sitting in the Ottawa judicial district (Ontario).
18. **Entire Agreement:** This Agreement exclusively and completely states the rights and obligations of the Parties with respect to the subject matter hereof, and supersedes all prior and other agreements, understandings, representations and warranties, whether oral or written, with respect to the subject matter hereof.
19. **No Violation of Other Agreements:** Each Party hereby represents and warrants to the other Party that neither: (a) its entering into of this Agreement, nor (b) its carrying out of the provisions of this Agreement, will violate any other agreement (oral or written) to which it is a Party or by which it is bound.
20. **Modification and Waiver:** No modifications and no waiver of any of this Agreement's terms, conditions or provisions will be valid or binding unless in writing duly signed by authorized officers of both Parties.
21. **Application and Assignment:** This Agreement shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Agreement shall run for the full term of this Agreement. No Party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other Party in its sole discretion, except that either Party may assign this Agreement to an Affiliate. Any permitted assignment hereunder shall not relieve the assigning party of its obligations under this Agreement.
22. **Counterparts:** This Agreement may be executed in any number of counterparts, and such counterparts executed and delivered, each as an original, shall constitute one and the same instrument.
23. **Delivery by Fax or Email:** Any Party may deliver an executed copy of this Agreement by fax or email, and such delivery shall be valid and effective, but upon

request by any other Party, the delivering Party shall immediately deliver to the other Party an original, executed copy of the Agreement.


24. **Severability and Construction:** To the extent that any portion of any provision of this Agreement shall be invalid or unenforceable, it shall be considered deleted herefrom and the remainder of such provision and of this Agreement shall be unaffected and shall continue in full force and effect. All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.
25. **Commercial Reasonableness:** All rights, duties and obligations arising under this Agreement shall be exercised and discharged in good faith and in a commercially reasonable manner.
26. **Due Authority:** Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that it has full and complete authority to do so and that such Party will be bound thereby.
27. **Language of Agreement :** *Les Parties ont convenu que la langue du contrat serait l'anglais.* The Parties have agreed to adopt English as the language of this Agreement.

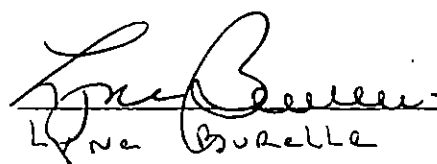
IN WITNESS WHEREOF the Parties hereto have signed this Agreement through their duly authorized representatives to be effective as of the Agreement Date set forth above.

**THE NARRAGANSETT ELECTRIC
COMPANY DBA NATIONAL GRID, a Rhode
Island corporation**

By: 
John V. Vaughn
Authorized Signatory

**GAZ MÉTRO LNG L.P. by its general
partner, Gaz Métro GNL Inc.**

By: 
Martin Imbleau

By: 
Lyne Burelle

 **GazMétro**
Initials
926-00069
No. Dossier

SCHEDULE A – SITE ACCESS AND TANK LOADING PROCEDURES

REDACTED

SCHEDULE B – SHIPPING DOCUMENT

SCHEDULE H – INFORMATION REQUIREMENTS

To be provided to Gaz Métro LNG, at the latest, 5 business days before the first loading - Section 5(d)

No.	Requirements
1)	The list of the Customer's and Transporter's employees directly involved in the execution of the Agreement and their respective contact information. <i>Section 5(a)</i>
2)	A sworn declaration from a Customer authorized officer certifying that all the LNG delivered to Customer pursuant to this Agreement will be exported to the United States of America. The sworn declaration must be in the form attached hereto in order, for the customer, to be exonerated from the obligation to pay the CTEAS price, the GST and the QST. <i>Section 3(h)</i>
3)	The Transporter company name, the drivers list, the driver's license numbers and the necessary documentation demonstrating that each driver is able to transport hazardous material and LNG. <i>Section 5(d)</i>
4)	For the LNG to be exported : <ul style="list-style-type: none"> • A copy of the exportation permit (NEB); • A copy of all the required custom documents (Customs Broker) ACE/ACI eManifest; <i>Sections 5(d) and 6(b)</i>
5)	Written confirmation by Customer that all the rules and circulation procedures at the LSR plant was provided to each driver of the Transporter assigned to the present Agreement. <i>Section 5(j)</i>
6)	The route for the LNG transportation. <i>Section 6(d)</i>
7)	Written confirmation by Customer that all the necessary information concerning the risks related to the transport of LNG, as well as the information in relation with the emergency response plan (ERP) for LNG transportation, was provided to the Transporter. <i>Section 6(f)</i>
8)	Copy of the insurance policies according to the Agreement. <i>Sections 10(b) and 10(d)</i>

AFFIDAVIT

I, NAME of FULL RESIDENTIAL ADDRESS in the state of , U.S.A., make oath and say as follows:

1. I, TITLE OF THE PERSON, of LEGAL NAME OF THE COMPANY (the "Company") and have personal knowledge of the matters hereinafter set forth.

(a) The Company is a customer of Gaz Métro LNG 2013, L.P. ;

(b) For the period starting from January 1st, until December 31st, (the "Term"), the Company bought from Gaz Métro LNG 2013, L.P. kg of liquefied natural gas (« LNG ») ;

(c) All the LNG bought from Gaz Métro LNG 2013, L.P. during the Term has been transported by truck outside the Province of Québec, Canada, i.e. in the United States of America. Therefore, none of this LNG [will be] [has been] withdrawn for consumption by a customer in the Province of Quebec.

SWORN BEFORE ME at the City of , in the state of , U.S.A., on DATE

SIGNATURE
NAME OF THE COMMISSIONER

A Commissioner for taking Affidavits
for state of , U.S.A.

SIGNATURE
NAME OF THE PERSON
TITLE

EXHIBIT 7

Contractor Insurance
LNG – Winter Trucking Insurance Exhibit

1. INSURANCE

1.1. From the commencement of the Agreement, through final expiration or longer where specified below, the Contractor shall provide and maintain, at its own expense, insurance policies, intended to be primary (with no right of contribution by any other coverage available to the Insured Parties), covering all Work and Services to be performed under or in connection with this Agreement, issued by reputable insurance companies with an A.M. Best Rating of at least B+, which at least meet or exceed the requirements listed herein:

1.1.1. Workers Compensation and Employers Liability Insurance as required by the applicable law. Coverage shall include the U.S. Longshoremen's and Harbor Workers Compensation Act, the Jones Act, and Alternate Employer endorsement, if applicable. The employer's liability limit shall be at least \$1,000,000 each per accident, per person disease and disease policy limit. In the event the Alternate Employer endorsement has not been added to the policy at the time a claim arises, the Contractor shall indemnify and hold harmless the Insured Parties from any liability that would have otherwise been covered had that endorsement been added. If the Contractor is exempt from having to obtain and maintain workers' compensation coverage due to their legal status as a sole proprietor or partnership, Contractor shall obtain: 1) Long term disability insurance covering any illness or injury incurred in connection with this Agreement that prevents the Contractor from working, with benefits of at least 50% of the Contractor's monthly income on the last day before the disability begins; and 2) Health care insurance, covering any loss occasioned by bodily injury, sickness or disease, and medical expense, with limits, coverage, deductibles, co-insurance payments, and any other cost sharing features customarily maintained by other contractors of a similar size and business nature.

1.1.2. Commercial General Liability Insurance ("CGL"), covering all Work to be performed under the Agreement, with minimum limits of:

Combined Single Limit \$1,000,000 per occurrence
General Aggregate and Product Aggregate \$2,000,000

This policy shall include Contractual Liability (with this Agreement being included under the definition of "Insured Contract" thereunder), Products-Completed Operations coverage, and, if applicable, explosion, collapse, and underground coverage ("XC&U"). If the Products-Completed Operations coverage is written on a claims-made basis, coverage shall be maintained continuously until the later of: (a) three years after Final Acceptance, or (b) the applicable state statute of repose.

- 1.1.3. Automobile Liability, covering all owned, non-owned and hired vehicles used in connection with all Work or Services to be performed by or on behalf of Contractor with minimum limits of:

Combined Single Limit \$1,000,000 per occurrence

Coverage shall include the MCS-90 endorsement (Motor Carriers Policies of Insurance for Public Liability under Section 30 of the Motor Carriers Act of 1980).

- 1.1.4. Umbrella or Excess Liability, with a minimum per occurrence limit of \$30,000,000. This coverage shall run concurrent to the CGL required in 1.1.2 above, shall apply excess of the required automobile, CGL and employer's liability coverage required in this Insurance Section, and shall provide additional insured status as outlined below.
- 1.1.5. The Contractor shall name the Insured Parties as additional insureds, in order to provide the same protection under the Contractor's policies as other insureds automatically covered, on the coverages in Sections 1.1.2, 1.1.3, and 1.1.4. The following language should be used when referencing the additional insured status: **National Grid USA, its direct and indirect parents, subsidiaries and affiliates shall be named as additional insured.** These policies shall be primary and noncontributory for liabilities associated with or arising out of all Work or Services to be performed by or on behalf of the Contractor, including ongoing and completed operations.
- 1.1.6. Contractors Pollution Liability ("CPL"): covering any sudden and accidental pollution liability 23.1.10 which may arise out of, under, or in connection with this Agreement, including all Work and Services to be performed by or on behalf of Contractor, or that arise out of the Contractors use of any owned, non-owned or hired vehicles, with a **minimum** liability limit of: (a) Bodily Injury ("BI") - \$1,000,000 per occurrence and Property Damage ("PD") - \$500,000 per occurrence; or (b) Combined Single Limit - \$1,000,000 per occurrence. This coverage shall apply on a per project basis. This requirement may be satisfied by providing either this CPL policy, which would include naming the Insured Parties, including their officers and employees, as additional insured's as outlined in this section **OR** by

providing coverage for sudden and accidental pollution liability under the CGL and commercial automobile insurance policies required above - limited solely by the Insurance Services Organization ("ISO") standard pollution exclusion, or its equivalent. In the event the Contractor is unable to secure and/or maintain any or all of this sudden and accidental pollution liability coverage, the Contractor agrees to indemnify and hold the Insured Parties harmless against any and all liability resulting from any coverage deficiency that is out of compliance with this insurance requirement

- 1.1.7. Risk of Loss: The Contractor shall be responsible for all risk of loss to its equipment and materials, and any other equipment and materials owned by its employees or by other third parties that may be in their care, custody and control. If this coverage is excluded from the Commercial General Liability policy, then Company will accept coverage under the Contractor's property policy. In the event that any Goods are supplied by the Insured Parties, Company will provide the insurable value of the Goods to the Contractor in writing, both cumulatively and on a maximum per item basis. The Contractor will provide replacement cost insurance for these Goods under a blanket builder's risk policy, an equipment floater, or other equivalent coverage, while such Goods are under the care, custody and control of the Contractor. Such insurance shall cover all Goods outlined in the Agreement or as noted on subsequent contract amendments. The coverage limit shall apply on either a per location basis or a maximum per item basis, and shall name the Insured Parties, as a Loss Payee with respect to their insurable interest.
2. These requirements are in addition to any which may be required elsewhere in this Agreement. In addition, the Contractor shall comply with any governmental and/or site-specific insurance requirements even if not stated herein. This includes providing evidence of insurance and additional insured status, if necessary, to any third party property owner on which the Contractor's work activities associated with this Agreement may be taking place as required by law or permit. The Contractor shall comply with any governmental and/or site-specific insurance requirements even if not stated herein.
3. Subcontractors. In the event that the Contractor uses subcontractors in connection with the provision of the Goods, the Contractor shall require all such contractors provide the same insurance coverages as shown in Sections 1.1.1, 1.1.2, 1.1.3, and 1.1.4. The Contractor shall remain liable for the performance of the contractor, and such contract relationship shall not relieve the Contractor of its obligations under this agreement. In additions, such contractor shall name both the Insured Entities and Contractor as additional insured under the coverages in Sections 1.1.2, 1.1.3, and 1.1.4. If requested, Contractor will provide Company with an insurance certificate from its contractor evidencing this coverage.
4. Certificate(s) of Insurance. Prior to providing the Services or starting the Work, the Contractor shall promptly provide the Company with Certificate(s) of Insurance for all

coverages required in the Agreement at the address National Grid USA, Attention Risk & Insurance Department, 300 Erie Blvd West, A-4, Syracuse, NY 13202. Such certificates, and any renewals or extensions thereof, shall provide that at least 30 days prior written notice shall be given to the Company in the event of any cancellation or diminution of coverage and shall outline the amount of deductibles or self-insured retentions which shall be for the account of the Contractor. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to by the Company's Risk & Insurance Department.

5. Any combination of Commercial General Liability, Automobile Liability and Umbrella Liability policy limits can be used to satisfy the limit requirement in Sections 1.1.2 ("CGL"), 1.1.3 ("Automobile Liability") and 1.1.4 ("Umbrella or Excess Liability") above. Proof of qualification as a qualified self-insurer, if approved in advance in writing by Company, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section 23.0. Such acceptance by Company shall become a part of this insurance provision by reference herein.
6. The Contractor and its insurance carrier(s) shall waive all rights of recovery against the Insured Parties and their directors, officers and employees, for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by the Contractor. To the extent the Contractor's insurance carriers will not waive their right of subrogation against the Insured Parties, the Contractor agrees to indemnify the Insured Parties for any subrogation activities pursued against them by the Contractor's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of the Insured Parties or their employees, subcontractors or agents.
7. If any policy should be canceled before final payment by the Company to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Company reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under the Agreement or to invoice the Contractor.
8. The Contractor shall furnish the Company's Risk & Insurance Department with copies of any accident report(s) sent to the Contractor's insurance carriers covering accidents, incidents or events occurring in connection with or as a result of the provision of the Work or Services. If the Company is named in a lawsuit involving the operations and activities of the Contractor associated with this agreement, the Contractor shall promptly provide copies of all insurance policies relevant to this accident or incident if requested by Company.
9. The Contractor represents that it has full policy limits available and shall notify the Company's Risk & Insurance Department in writing when coverages required herein have been reduced as a result of claim payments, expenses, or both.

10. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its work under the Agreement, or limiting, diminishing, or waiving the Contractor's obligation to indemnify, defend and save harmless the Company and the Indemnified Parties in accordance with these Terms and Conditions.

REDACTED
Contract ID # 1810

LNG003

SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule FST-LG)

T000000381

This Agreement, is made and entered into this 11th day of December, 1998, by and between Algonquin LNG, Inc., a Delaware corporation (hereinafter referred to as "ALNG") and Providence Gas Company a (hereinafter referred to as "Customer" whether one or more persons).

WHEREAS, Customer desires to obtain from ALNG firm storage service pursuant to the terms and conditions of ALNG's Rate Schedule FST-LG; and

WHEREAS, in order for ALNG to provide the firm service Customer desires ALNG must install certain additional facilities and in connection therewith Customer and ALNG have entered into a precedent agreement dated December 11, 1998 ("Precedent Agreement") to provide for certain terms and conditions related to the firm service to be provided pursuant to this Agreement; and

WHEREAS, pursuant to the terms and conditions of the Precedent Agreement and this Agreement ALNG desires to provide firm service to customer;

In consideration of the premises and of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE I
QUANTITY OF LNG TO BE STORED

Subject to the terms, conditions and limitations hereof and of ALNG's Rate Schedule FST-LG, ALNG agrees to:

- receive for Customer's account and inject into its storage facility liquefied natural gas ("LNG") in liquid form;
- store up to a maximum quantity at any one time of 600,000 Dth, to constitute Customer's Contract Storage Quantity ("CSQ"); and
- withdraw up to a Maximum Daily Withdrawal Quantity ("MDWQ") of 95,000 Dth/d of stored gas as requested by Customer and deliver it to Customer or for Customer's account.

SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule FST-LG)
 (continued)

ARTICLE II
TERM OF AGREEMENT

2.1 This Agreement shall be effective as of the date first above written. Service under this Agreement shall commence on the date specified by ALNG in ALNG's written notification to Customer that all conditions precedent set forth in the Precedent Agreement have been satisfied or waived and that all necessary facilities are completed and available for service, which date will not be prior to November 1, 1999. After service commences under this Agreement, this Agreement shall continue in effect until and including May 1, 2009 ("Primary Term") and shall remain in force from year-to-year thereafter unless terminated by either party pursuant to Section 12 of the General Terms and Conditions; provided, however, that subject to twelve months prior written notice, Customer shall have the right to extend the term of this Agreement through and including May 1, 2019. In the event that the Precedent Agreement is terminated for any reason other than commencement of service pursuant to this Agreement, then service under this Agreement shall not commence and this Agreement shall be null and void.

ARTICLE III
RATE SCHEDULE AND ADJUSTMENTS

3.1 Customer shall pay for all services rendered hereunder and for the availability of such service under ALNG's Rate Schedule FST-LG, as filed with the Federal Energy Regulatory Commission, and as the same may be hereafter revised or changed. The rate to be charged Customer for storage hereunder shall not be more than the maximum rate under Rate Schedule FST-LG, nor less than the minimum rate under Rate Schedule FST-LG.

Customer agrees that ALNG shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges applicable to service pursuant to ALNG's Rate Schedule FST-LG, (b) ALNG's Rate Schedule FST-LG, pursuant to which service hereunder is rendered or (c) any provision of the General Terms and Conditions applicable to Rate Schedule FST-LG. ALNG agrees that Customer may protest or contest the aforementioned filings, or may seek authorization from duly constituted regulatory authorities for such adjustment of ALNG's existing FERC Gas Tariff as may be found necessary to assure that the provisions in (a), (b), or (c) above are just and reasonable.

SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule FST-LG)
 (continued)

ARTICLE IV
 ADDRESSES

Except as herein otherwise provided, or as provided in the General Terms and Conditions of ALNG's FERC Gas Tariff, any notice, request, demand, statement, bill or payment provided for in this Agreement, or any notice which any 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 first class mail to the post office address of the parties hereto, as the case may be, as follows:

(a) Pipeline: Algonquin LNG, Inc.
 5400 Westheimer Ct.
 Houston, Tx 77056

(b) Customer: Providence Gas Company
 100 Weybosset Street
 Providence, RI 02903

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

ARTICLE V
 RATE SCHEDULES AND GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the provisions of ALNG's applicable rate schedules and of ALNG's General Terms and Conditions on file with the Federal Energy Regulatory Commission, or other duly constituted authorities having jurisdiction, and as the same may be legally amended or superseded, which rate schedules and General Terms and Conditions are by this reference made a part hereof.

ARTICLE VI
 INTERPRETATION

The interpretation and performance of this Agreement shall be in accordance with the laws of the state of Rhode Island, excluding conflicts of law principles that would require the application of the laws of a different jurisdiction.

SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule FST-LG)
(continued)

ARTICLE VII
AGREEMENTS BEING SUPERSEDED

This Agreement shall supersede (as of the date of commencement of service hereunder as specified in ARTICLE II of this Agreement) the following agreements between the parties hereto for the storage of natural gas by ALNG for Customer:

Rate Schedule X-4, dated October 1, 1971, included in ALNG's FERC Gas Tariff, Fourth Revised Volume No. 2; and Rate Schedule FST-LG service agreement dated November 1, 1993.

SERVICE AGREEMENT
(Applicable to Service Under Rate Schedule FST-LG)
(continued)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective agents thereunto duly authorized, the day and year first above written.

ALGONQUIN LNG, INC.

By: J. J. Mullane *pmr*

Title: VICE PRESIDENT

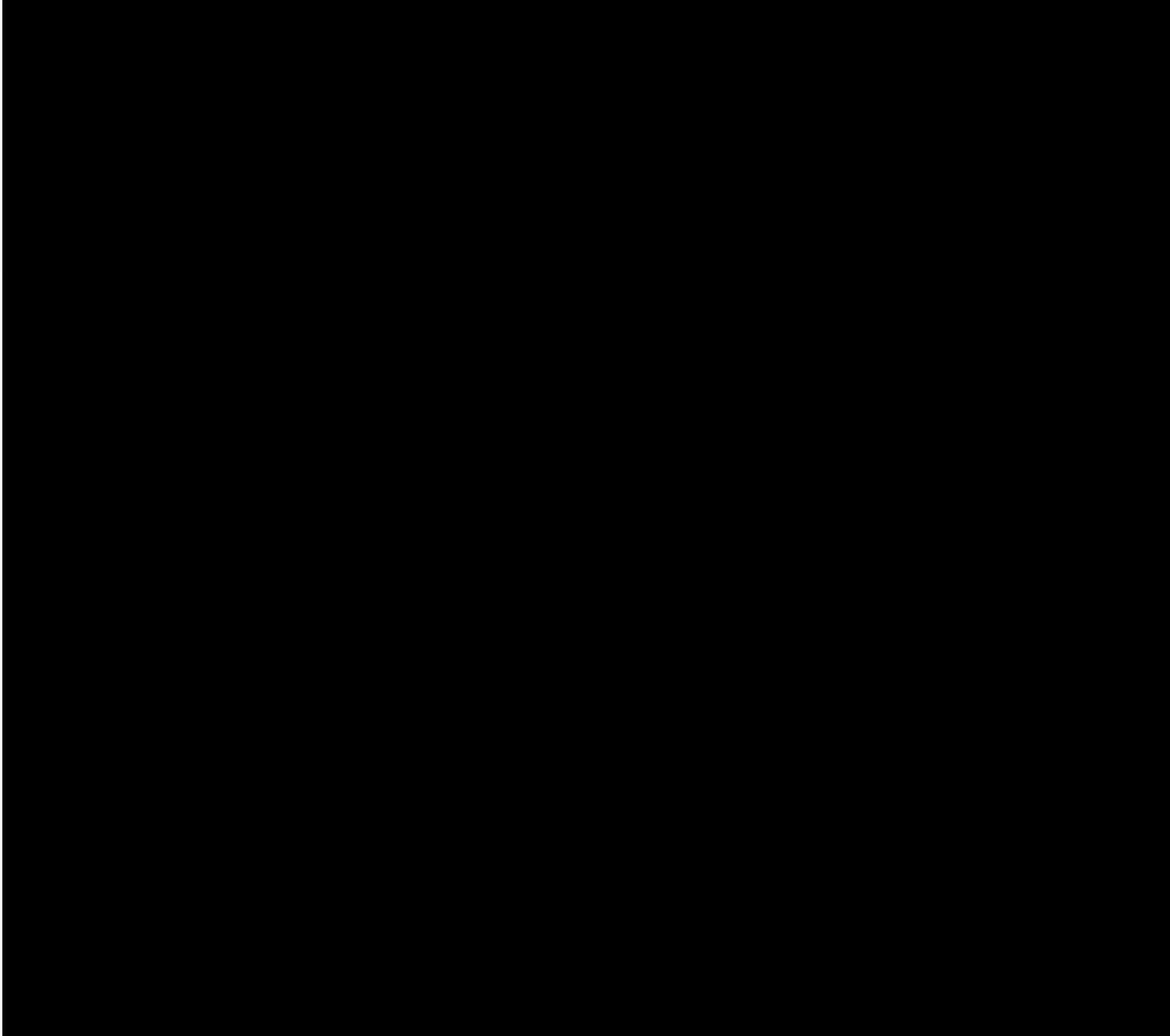
PROVIDENCE GAS COMPANY

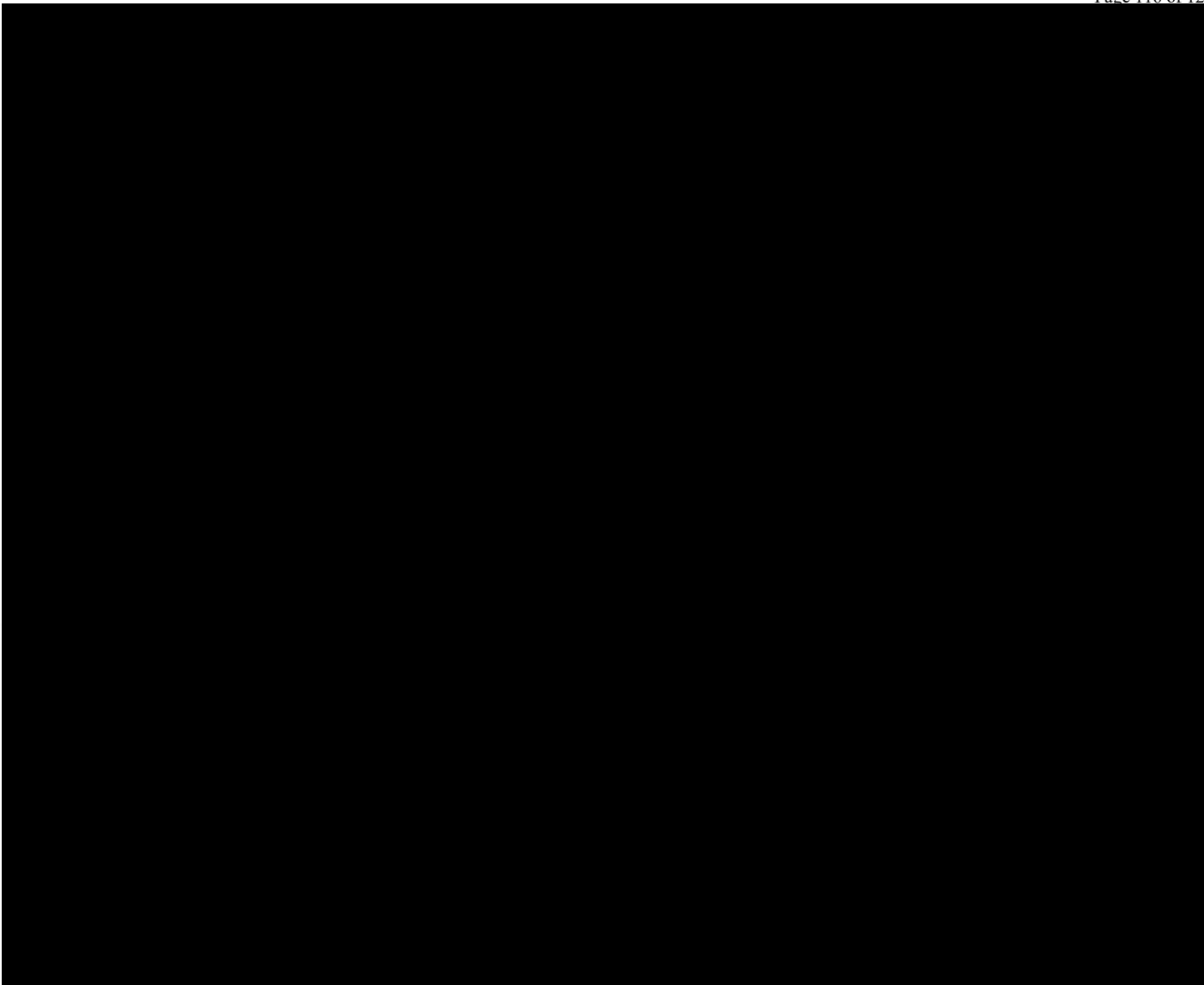
By: James [Signature] *(initials)*

Title: SE. V.P.

Equipment Rental and Support Services Agreement

This Equipment Rental and Support Services Agreement (this “Agreement”) is entered into this 14th day of August 2019 (the “Effective Date”) by and between Prometheus Energy Group Inc., a Delaware corporation (“Prometheus”) and its affiliates, and The Narragansett Electric Company d/b/a National Grid (“Customer”). Prometheus and Customer are sometimes hereinafter referred to individually as “Party” and collectively as the “Parties”.

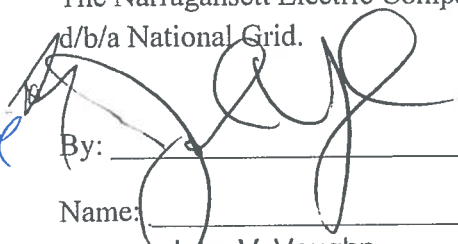




IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date set forth above.

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

Prometheus Energy Group, Inc. & affiliates

By: 
Name: John V. Vaughn
Title: Authorized Signatory

By: 
Name: Jim Aivalis
Title: COO

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4963
2019 Annual Gas Cost Recovery Filing
Responses to the Division's First Set of Data Requests
Issued August 16, 2019

Division 1-38

Request:

Please provide a copy of all contracts providing the purchase of supplies at Dracut in effect during the period April 2018 through March 2020.

Response:

See Attachment DIV 1-38 for all transaction confirmations providing the purchase of supplies at Dracut in effect during the period April 2018 through March 2020. The Company will supplement its response to this data request if additional transaction confirmation(s) within the scope of this request are executed. Attachment DIV 1-38 contains commercially sensitive and confidential information; therefore, the Company is providing confidential and redacted versions of Attachment DIV 1-38, subject to a Motion for Protective Treatment.

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TRANSACTION CONFIRMATION
FOR IMMEDIATE DELIVERY



Date: ^{Sept 20} August 14, 2018
Transaction Confirmation #: 1103209

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated September 1, 2009 as amended. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER: Repsol Energy North America Corporation ✓ 2455 Technology Forest Blvd The Woodlands, TX 77381 Attn: Karen Lampen Phone: (832) 442-1040 Fax: (832) 442-1050 Base Contract No: Transporter: TGP and M&NE Transporter Contract Number:	BUYER: The Narragansett Electric Company d/b/a National Grid ✓ 100 East Old Country Road Hicksville, New York 11801 Attn: Contract Administration Phone: (516) 545-6068 Fax: (516) 545-5466 Base Contract No: Transporter Transporter Contract Number:
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Contract Price: The Contract Price per MMBtu of Gas delivered each Month shall be [REDACTED]
[REDACTED] In addition to the Contract Price, Buyer shall pay to Seller the Monthly Demand Charge described below for each Month of the Delivery Period.

See Special Condition No. 1

Delivery Period: Begin: December 1, 2018 End: March 31, 2019

Performance Obligation and Contract Quantity: (Select One)

Firm (Fixed Quantity): _____ MMBtus in total; subject to Buyer	Firm (Variable Quantity): _____ 0 _____ MMBtus/day Minimum _____ 17,700 _____ MMBtus/day Maximum (the "MDQ") Subject to Section 4.2. at election of <input checked="" type="checkbox"/> Buyer or <input type="checkbox"/> Seller	Interruptible: Up to _____ MMBtus/day
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See Special Condition No. 2

Delivery Point(s): The Delivery Point shall be the interconnect between TGP and Maritimes & Northeast Pipeline, LLC located in Dracut, Massachusetts.

Special Conditions:

- The Monthly Demand charge shall be paid by Buyer to Seller with respect to each Month of the Delivery Period shall be \$ [REDACTED].
- During the Delivery Period, Buyer shall have the right to nominate to Seller by no later than 9:00 AM CST on the day prior, a daily quantity of Gas to be sold and delivered on the applicable Day of the Delivery Period between zero and the MDQ, inclusive, but not to exceed 531,000 MMBtus (the "Maximum Seasonal Quantity" or "MSQ") cumulatively for all Days of the Delivery Period. [REDACTED]
- Each of the parties represents that it is a producer, processor, commercial user of, or a merchant handling the commodity that is the subject of this transaction, or the products or byproducts thereof; and is entering into this transaction solely for purposes related to its business as such.

[SIGNATURE PAGE TO FOLLOW]

Seller: Repsol Energy North America Corporation	Buyer: The Narragansett Electric Company d/b/a National Grid
By: 	By: 
Title: <u>President</u>	Title: <u>Director</u> 
Date: <u>9/24/18</u>	Date: <u>9/21/18</u>

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4963
2019 Annual Gas Cost Recovery Filing
Responses to the Division's First Set of Data Requests
Issued August 16, 2019

Division 1-39

Request:

Please provide a copy of all schedules included in the June 28, 2019 Annual Gas Cost Recovery Reconciliation filing as well as all supporting source documents in Excel format.

Response:

The Company provided the Excel file to the Division at the time of the filing. However, for ease of review, the Company is providing the same excel file as Attachment DIV 1-39. Attachment DIV 1-39 contains commercially sensitive and confidential information that is subject to a Motion for Protective Treatment.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4963
2019 Annual Gas Cost Recovery Filing
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Issued August 16, 2019

REDACTED

Attachment DIV 1-39

Confidential Excel file not included in public filing.