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Providence, RI 02907
Phone 401-784-4263



March 25, 2024

VIA ELECTRONIC MAIL

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

**RE: Docket No. 23-48-EL – The Narragansett Electric Company d/b/a
Rhode Island Energy’s Proposed FY 2025 Electric Infrastructure, Safety, and
Reliability Plan
Responses to Record Requests (Complete Set)**

Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy (the “Company”), enclosed are the Company’s complete set of responses to the record requests issued at the Public Utilities Commission’s Evidentiary Hearings on March 13, March 14, and March 19, 2024 in the above-referenced matter.

This transmittal contains the Company’s responses to Record Request No. 6, 7, 8, 9, 12 and 14 and completes the Company's responses to the record requests issued in this matter.

Thank you for your attention to this transmittal. If you have any questions or concerns, please do not hesitate to contact me at 401-784-4263.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew S. Marcaccio".

Andrew S. Marcaccio

Enclosures

cc: Docket No. 23-48-EL Service List

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

THE NARRAGANSETT ELECTRIC COMPANY)	
d/b/a RHODE ISLAND ENERGY'S FY 2025 ELECTRIC)	DOCKET NO. 23-48-EL
INFRASTRUCTURE, SAFETY AND)	
RELIABILITY PLAN)	

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

The Narragansett Electric Company d/b/a Rhode Island Energy (the "Company") hereby respectfully requests that the Public Utilities Commission ("PUC") grant protection from public disclosure certain confidential information submitted by the Company in the above referenced docket. The reasons for the protective treatment are set forth herein. The Company also requests that, pending entry of that finding, the PUC preliminarily grant the Company's request for confidential treatment pursuant to 810-RICR-00-00-1.3(H)(2).

The record that is the subject of this Motion that requires protective treatment from public disclosure is the Company's confidential Attachment RR-2 (the "Confidential Attachment") which is a Mobile Substation Leasing Agreement between the Company and National Grid USA dated May 22, 2022. The Confidential Attachment was submitted to the PUC in response to a record request issued during the evidentiary hearing in the above-referenced docket. The Company requests protective treatment of the Confidential Attachment in accordance with 810-RICR-00-00-1.3(H) and R.I. Gen. Laws § 38-2-2-(4)(B).

I. LEGAL STANDARD

For matters before the PUC, a claim for protective treatment of information is governed by the policy underlying the Access to Public Records Act ("APRA"), R.I. Gen. Laws § 38-2-1 et

seq. See 810-RICR-00-00-1.3(H)(1). Under APRA, any record received or maintained by a state or local governmental agency in connection with the transaction of official business is considered public unless such record falls into one of the exemptions specifically identified by APRA. See R.I. Gen. Laws §§ 38-2-3(a) and 38-2-2(4). Therefore, if a record provided to the PUC falls within one of the designated APRA exemptions, the PUC is authorized to deem such record confidential and withhold it from public disclosure.

II. BASIS FOR CONFIDENTIALITY

The Confidential Attachment, which is the subject of this Motion, is exempt from public disclosure pursuant to R.I. Gen. Laws § 38-2-2(4)(B) as “[t]rade secrets and commercial or financial information obtained from a person, firm, or corporation that 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 is 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 v. Convention Center Authority*, 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.

The Confidential Attachment consists of pricing and commercial contractual information. The Company would customarily not release this information to the public. The Company’s submission of the Confidential Attachment stems from a record request issued by the PUC in the above referenced docket. Accordingly, the Company is providing the Confidential Attachments to fulfil its regulatory responsibilities. Public disclosure of the information identified in the

Confidential Attachment may negatively impact the Company's ability to effectively negotiate contractual terms in the future. As such, the Company would not release this information to the public. Therefore, this information satisfies the exception found in R.I. Gen. Laws § 38-2-2(4)(B).

III. CONCLUSION

For the foregoing reasons, the Company respectfully requests that the PUC grant this motion for protective treatment of the Confidential Attachment.

Respectfully submitted,

**The Narragansett Electric Company
d/b/a Rhode Island Energy**

By its attorney,

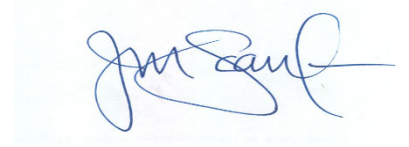


Andrew S. Marcaccio (#8168)
Rhode Island Energy
280 Melrose Street
Providence, RI 02907
(401) 784-4263

Dated: March 22, 2024

CERTIFICATE OF SERVICE

I hereby certify that on March 22, 2024, I delivered a true copy of the foregoing Motion via electronic mail to the parties on the Service List for Docket No. 23-48-EL.



Joanne M. Scanlon

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 23-48-EL
In Re: Proposed FY 2025 Electric Infrastructure, Safety and Reliability Plan
Responses to the Record Requests Issued at the
Commission's Evidentiary Hearings on
March 13, 2024 and March 14, 2024

Record Request No. 1

Request:

Using the response to PUC 11-10, please identify the 8 transformers that are the result of parting ways with NGrid.

Responses:

The highlighted transformers shown in attachment RR-1 represent the 8 transformers that are the result of parting ways with National Grid.

For clarity, these transformers are those that are of the same voltage and configuration as spare transformers that National Grid's Massachusetts' affiliates owned and could have been available to the Company if needed under the arrangement through which the Company operated when it was under National Grid ownership. Under that arrangement, if the Company sought to access one of those spare transformers and the requested spare transformer was available to it at that time, the Company would have been required to pay the depreciated value of the spare transformer at the time the Company received it. Additionally, the Company notes that it cannot be certain that the existing arrangement under National Grid ownership would have continued to the present time, nor does the Company know whether the Company would be seeking to purchase these spare transformers for its own inventory under National Grid ownership. Accordingly, although these transformers are described as "the result of parting ways with N[atational] Grid", it is the Company's position that all these transformers are needed and are not costs the Company is incurring solely because of the transition from National Grid ownership to PPL ownership.

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
	Spare Transformer Purchases									
	Voltage and Rating	Winding Configuration	FY25	FY26	FY27	FY28	FY29	FY30	FY31	Total Cost (\$) per Transformer
(1)	115-13.2kV 33/44/55 LTC	Delta-Wye	\$200,000	\$600,000	\$1,200,000					\$2,000,000
(2)	115-13.2kV 33/44/55 LTC	Delta-Wye				\$200,000	\$600,000	\$1,200,000		\$2,000,000
(3)	115-13.2 24/32/40 LTC	Delta-Wye		\$200,000	\$600,000	\$1,200,000				\$2,000,000
(4)	115-13.2 24/32/40 LTC	Delta-Wye			\$200,000	\$600,000	\$1,200,000			\$2,000,000
(5)	115-13.2 24/32/40 LTC	Delta-Wye					\$200,000	\$600,000	\$1,200,000	\$2,000,000
(6)	115-34.5kV 48/64/80	Delta-Wye		\$270,000	\$810,000	\$1,620,000				\$2,700,000
(7)	115-34.5kV 33/44/55	Wye-Wye					\$200,000	\$600,000	\$1,200,000	\$2,000,000
(8)	115-34.5kV 33/44/55	Delta-Wye					\$200,000	\$600,000	\$1,200,000	\$2,000,000
(9)	115Y/66.4kV - 34.5Y/19.92kV 33/44/55 MVA with LTC	Wye-Wye-Delta					\$200,000	\$600,000	\$1,200,000	\$2,000,000
(10)	115-34.5-13.8 24/32/40 MVA	Wye-Wye				\$180,000	\$540,000	\$1,080,000		\$1,800,000
(11)	115-23kV 30/40/50	Delta-ZigZag			\$180,000	\$540,000	\$1,080,000			\$1,800,000
(12)	115Y/66.4kV - 24kV 33/44/55 LTC	Wye-Delta		\$200,000	\$600,000	\$1,200,000				\$2,000,000
(13)	69-13.8kV 24/32/40 LTC	Delta-Wye	\$160,000	\$480,000	\$960,000					\$1,600,000
(14)	69-24 kV 25/33.3/46.6 MVA LTC	Wye-Delta				\$160,000	\$480,000	\$960,000		\$1,600,000
(15)	33.6-12.470Y kV 24/32/40 MVA LTC	Delta-Wye			\$180,000	\$540,000	\$1,080,000			\$1,800,000
(16)	34.5x23-12.47 kV 7.5/9.375 MVA	Delta-Wye			\$60,000	\$180,000	\$360,000			\$600,000
(17)	34.5-12.47kV 7.5/9.375MVA	Delta-ZigZag		\$60,000	\$180,000	\$360,000				\$600,000
(18)	34.5-11.0 kV 12/16/20 MVA	ZigZag-Delta	\$120,000	\$360,000	\$720,000					\$1,200,000
(19)	23.5-13.2 kV 15/20/25 MVA LTC	Delta-Wye		\$140,000	\$420,000	\$840,000				\$1,400,000
(20)	23-11.5kV 10/12.5MVA	ZigZag-Delta				\$60,000	\$180,000	\$360,000		\$600,000
(21)	22.9-4.16 kV 7.5/9.375 MVA LTC	Delta-Wye			\$80,000	\$240,000	\$480,000			\$800,000
(22)		Total Material Cost (\$) per FY	\$480,000	\$2,310,000	\$6,190,000	\$7,920,000	\$6,800,000	\$6,000,000	\$4,800,000	\$34,500,000
(23)		Total Engineering Cost (\$) per FY	\$60,000	\$170,000	\$75,000	\$45,000	\$25,000	\$0	\$0	\$375,000
(24)		Total Construction Cost (\$) per FY	\$0	\$0	\$1,171,000	\$221,000	\$0	\$0	\$0	\$1,392,000
(25)		Total Overall Cost (\$) per FY	\$540,000	\$2,480,000	\$7,436,000	\$8,186,000	\$6,825,000	\$6,000,000	\$4,800,000	\$36,267,000

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 23-48-EL
In Re: Proposed FY 2025 Electric Infrastructure, Safety and Reliability Plan
Responses to the Record Requests Issued at the
Commission's Evidentiary Hearings on
March 13, 2024 and March 14, 2024

Record Request No. 2

Request:

Please provide a copy of the lease agreement for the mobile substations

Responses:

Please see Attachment RR-2 which is a copy of the mobile substation lease agreement. The Company is seeking confidential treatment of Attachment RR-2.

EXECUTION VERSION

MOBILE SUBSTATION LEASING AGREEMENT

This **Mobile Substation Leasing Agreement**, dated as of _____, _____ (this “**Effective Date**”) is entered into by and among The Narragansett Electric Company, d/b/a Rhode Island Energy (“**NECO**”), with offices located at 280 Melrose Street, Providence, RI 02907 and National Grid USA, a Delaware corporation (“**NG**”), with offices located at 40 Sylvan Road, Waltham, MA 02451. NECO and NG may be referred to individually as a “**Party**” or collectively as the “**Parties.**”

WHEREAS, each Party owns one or more Mobile Substations (as defined below); and

WHEREAS, each Party desires to participate in an arrangement to lease such Mobile Substations under certain circumstances following the occurrence of a Triggering Event; and

WHEREAS, each Party desires to enter into this Agreement to memorialize the circumstances under which a Party may lease a Mobile Substation to the other Party and each Party’s rights, responsibilities and obligations associated therewith, as provided for in this Agreement.

NOW, THEREFORE, in consideration of these premises and the representations, warranties, covenants and agreements contained herein, each Party, intending to be legally bound hereby, agrees as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Agreement, the following capitalized terms have the meanings set forth below:

“**Affiliate**” means, with respect to any Person that is directly or indirectly Controlling, Controlled by, or under common Control with, any such Person; “Control” and derivative terms shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” means this Mobile Substation Leasing Agreement, including any attachments and exhibits hereto, all written amendments, modifications and supplements to any of the foregoing.

“**Business Day**” means any day other than Saturday, Sunday and any day which is a day on which banking institutions in the State of New York are authorized by law or other governmental action to close.

“**Call Notice**” has the meaning set forth in Section 2.1.

“**Call Right**” has the meaning set forth in Section 2.1.

“**Commit**” or “**Committed**” or “**Committing**” means that a Party unconditionally commits, or has committed, subject to the terms of this Agreement, a specifically designated

Mobile Substation that is owned by such Party, such that if a Call Right is properly exercised pursuant to the terms of Article II hereof, the Party, as the Lessor, is obligated to lease, or cause to be leased, such Mobile Substation.

"Effective Date" has the meaning set forth in the preamble hereto. The Parties acknowledge and agree that the Effective Date is subject to any authorization required by any Required Regulatory Approval and neither Party shall be authorized to proceed under this Agreement until any such Required Regulatory Approval has been provided.

"Force Majeure" means an event or circumstance that prevents a Party from performing its obligations under this Agreement, that is not within the reasonable control of, or the result of the negligence of, such Party, and that, by the exercise of due diligence, such Party is unable to overcome or avoid or cause to be avoided for acts beyond the affected Party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; epidemic, pandemic or plague; war, invasion, act of terrorism, riot or other civil unrest; actions, embargoes or blockades in effect on or after the Effective Date; national or regional emergency; shortage of adequate power or telecommunications or transportation facilities; or any other event that is beyond the reasonable control of such Party.

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in the region in which a Party operates.

"Lease Price" means the aggregate amounts payable pursuant to the Lease by Lessor to the Lessee.

"Lessor" has the meaning set forth in Section 2.1.

"Lessee" has the meaning set forth in Section 2.1

"Liens" means any and all liens, claims, pledges, mortgages, security interests, rights of retention, charges and/or other encumbrances.

"Mobile Substation" means a mobile substation(s) that is stored by the applicable Lessor in New England and which is not an asset that is subject to jurisdiction of the New York Public Service Commission or the Pennsylvania Public Utility Commission, and which satisfies the minimum standards set forth by the Party exercising its Call Right, including, but not limited to, the MVA.

"MVA" means megavolt amperes.

"New England" means the region of the United States consisting of the States of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont.

"Notice of Objection" has the meaning set forth in Section 2.5.

“**Person**” means any individual, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization or governmental entity or any department or agency thereof.

“**Prerequisite**” has the meaning set forth in Section 2.1.

“**Required Regulatory Approval**” means, with respect to a particular Party, those governmental or other approvals or waivers, and notices to any governmental authorities or other Persons, including any federal notices and approvals, that are required to authorize, or are required in connection with, the performance of this Agreement by such Party, including its performance of the obligations of a Party hereunder.

“**Review Period**” has the meaning set forth in Section 2.5.

“**Third-Party Expert**” has the meaning set forth in Section 2.5.

“**Triggering Event**” refers to an event that results in destruction or long-term disabling of one or more electric transformers that creates an inability to service significant load and maintain grid stability.

ARTICLE II

CALL RIGHTS

Section 2.1 Exercise of Call Right. In the event that a Party suffers damage or failure of one or more transformers or mobile substations on a distribution or transmission system due to a Triggering Event, (i) such Party shall first take all commercially reasonable actions necessary to use any and all transformers and mobile substations that such Party may own or otherwise have rights or ability to own or access to remedy such Triggering Event, (ii) such Party shall have determined that using a spare transformer or mobile substation that such Party owns or otherwise has rights or ability to own or access would be commercially unreasonable given the circumstances, and (iii) if, following such actions, such Party has not been able to remedy such Triggering Event, such Party (in such context, the “**Lessee**”) shall have the right, subject to the terms of this Article II, and only to the extent necessary to provide such Party with a sufficient number of mobile substations to be placed in service on its system to remedy the Triggering Event, to lease, in its sole discretion, a Mobile Substation from the other Party (the “**Lessor**”) for the applicable Lease Price (the “**Call Right**”), by delivering a written notice (the “**Call Notice**”) to the other Party to this Agreement (in such context, “**Lessor**”) certifying that it (x) has suffered damage or failure of one or more transformers and/or mobile substations in connection with a Triggering Event and (y) has complied with the obligations set forth in clause (i) of this Section 2.1 and nevertheless is unable to remedy the Triggering Event (collectively, the “**Prerequisites**”) and identifying the Mobile Substation with respect to which the Call Right is being exercised. The Parties agree that a Party will have the right to request the lease of a Mobile Substation for reasons, such as planned work or capital projects, that do not qualify as a Triggering Event and the Party receiving such a request will reasonably evaluate such request for the purpose of treating the request as qualifying as a Triggering Event; provided, that, with respect to such requests, the Lessee must provide notice of each request to Lessor no later than [REDACTED] to the approximate need date for the planned construction, and the Lessor will use commercially reasonable efforts to provide a prompt definitive response to such request (but, in any case, will provide such a definitive response no later than one month after the date of

the request notice) and, in the event Lessor approves a request, Lessor will have the right to revoke its approval within [REDACTED] from the date of the request notice in the event Lessor has a good faith basis to assert an Objection under Section 2.3 to the request.

Section 2.2 Execution of Call Right; Lease Terms.

Upon receipt of a Call Notice, the Lessor shall use commercially reasonable efforts to respond within [REDACTED] following receipt of such Call Notice by notifying Lessee via a telephone call and/or email communication as to whether it owns or otherwise has rights to own or access the subject Mobile Substation and if Lessor so responds affirmatively, Lessor shall, unless it asserts a good faith Objection under Section 2.3, lease, or cause to be leased, the Mobile Substation and all needed accessory equipment that is the subject of the Call Notice to the Lessee, in consideration for the applicable Lease Price, with such lease to be consummated on the following terms: (i) the Lessee shall have the option, [REDACTED] to perform a test of the Mobile Substation at the location at which the Lessor maintains such Mobile Substation, and Lessor shall reasonably cooperate with Lessee in the performance of such test, (ii) if Lessee wishes to proceed with the lease of the Mobile Substation after any such test of such Mobile Substation, the Lessee shall lease from the Lessor the Mobile Substation subject to the disclaimers set forth in Section 2.4 and the Lessor shall lease to Lessee said Mobile Substation, and the Parties shall execute a lease providing for the lease of the Mobile Substation in substantially the form and substance attached hereto as **Exhibit A ("Lease")**, [REDACTED]

[REDACTED]

[REDACTED] in the event the Mobile Substation cannot be placed into service and/or energized for a reason that Lessee can support, based on commercially reasonable documentation and other commercially reasonable information and evidence acceptable within the utility industry, was not caused by Lessee's negligence while the Mobile Substation was in Lessee's possession, Lessee will immediately notify Lessor of the same and Lessor shall, [REDACTED]

[REDACTED] use commercially reasonable efforts to troubleshoot the Mobile Substation and correct any operational/service problems, defects or failures identified with the Mobile Transformer, and, if such problems, defects or failures cannot be corrected after Lessor exercises commercially reasonable efforts, such Mobile Transformer will be returned to Lessor's location, [REDACTED]

[REDACTED], and Lessor will identify a replacement Mobile Transformer to be provided to Lessee pursuant to this Section 2.2 (subject to Lessor's right to issue an Objection as provided in Section 2.3), (iii) the Lessee and the Lessor shall execute and deliver, or cause to be executed and delivered, such other documents or instruments as either the Lessee or the Lessor shall reasonably request in connection with evidencing the lease of the subject Mobile Substation to the Lessee or the vesting of title thereto in the Lessee; provided, however, that, in the event that any lease pursuant to this Section 2.2 gives rise to any Required Regulatory Approval, each of the Parties shall, at

Lessee's sole expense, use commercially reasonable efforts to make or cause to made, promptly after the date of the Call Notice, all necessary filings with the applicable governmental authority related to obtaining such Required Regulatory Approval, and shall use commercially reasonable efforts to take such steps as are reasonably necessary, proper or advisable to obtain such Required Regulatory Approval, and such lease hereunder shall be contingent upon receipt by the Parties of such Required Regulatory Approval.

Section 2.3 Objection to Call Right. In the event that, upon receipt of a Call Notice, the Lessor has a good faith basis to assert that (i) the Prerequisites have not been satisfied, (ii) the Lessor has suffered the destruction or long-term disabling of one or more transformers or mobile substations in connection with a Triggering Event (other than in response to a Call Notice) or other casualty that is then still affecting the Lessor or (iii) the Lessor or its Affiliate otherwise reasonably needs the subject Mobile Substation in connection with planned project work or otherwise (including if a customer or independent system operator ("ISO") commitment could not be maintained directly as a result of leasing the subject Mobile Substation and not due to any fault on the part of Lessor or its Affiliate), the Lessor may make any such assertion by delivering to the Lessee, no later than the [REDACTED] following the Lessor's receipt of a Call Notice (or as promptly as practicable thereafter), a written notice making such an assertion (an "**Objection**"); provided, that a Lessor shall not issue an Objection due to concerns regarding the reliability of the Lessor's electric system if the lease of the subject Mobile Substation would present an identical system risk that was present before the Effective Date; provided, further, that in the event that the Triggering Event can reasonably be remedied through the use of an electrical spare transformer of the Lessor, the Lessor shall have the option of making such spare transformer available to the Lessee (through a bill of sale) in lieu of leasing the subject Mobile Substation so long as such sale is as or more expeditious than a lease of the subject Mobile Substation as provided for in this Agreement. In the event the Lessor raises an Objection in good faith, the Lessor shall be under no obligation to consummate, or cause to be consummated, the lease of the Mobile Substation indicated in the Call Notice, but the Lessee shall be free to deliver another Call Notice to the Lessor, at such time, and in such event, as the Lessee in good faith believes that the Prerequisites have been satisfied and that the Lessor has no good faith basis to assert an Objection.

Section 2.4 Certain Disclaimers. For the avoidance of doubt, each Party acknowledges and agrees that any Mobile Substation leased pursuant to the terms of this Agreement is, and shall be, leased subject to the following disclaimers:

EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES OF THE LESSOR SET FORTH IN ARTICLE III AND EXCEPT FOR THOSE COVENANTS OF THE LESSOR SET FORTH IN SECTION 2.2 AND SECTION 4.2 OF THIS AGREEMENT, SUCH MOBILE SUBSTATION IS LEASED "AS IS, WHERE IS" AND THE LESSOR DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF SUCH MOBILE SUBSTATION AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that:

Section 3.1 Organization. As of the Effective Date, and on the date of any lease consummated pursuant to the terms of this Agreement, such Party is duly organized, validly existing and in good standing under the laws of the state of its organization or by federal statute and has all requisite power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

Section 3.2 Authorization. On the Effective Date, and on the date of any lease consummated pursuant to the terms of this Agreement, the execution and delivery of this Agreement, and the performance of its obligations hereunder, have been duly authorized by all necessary action on the part of such Party and do not, and will not, violate, conflict with or give rise to a breach or event of default under any of such Party's constituent documents or any agreement by which such Party or any Mobile Substation that it Commits hereunder may be bound.

Section 3.3 Binding Obligation. On the date that such Party executes and delivers this Agreement, on the Effective Date, and on the date of any lease consummated pursuant to the terms of this Agreement, this Agreement is a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms.

Section 3.4 Title to Mobile Substation. On the Effective Date and on the date of any lease consummated pursuant to the terms of this Agreement, with respect to each Mobile Substation that it Commits, or purports to Commit, hereunder, such Party owns or has rights to own or access, directly or indirectly, such Mobile Substation, such that in the event such Mobile Substation is leased to the Lessee pursuant to the terms of this Agreement, upon the consummation of any such lease, subject only to clause (vi) of Section 2.2 hereof, the Lessee shall have good and valid leasehold interest to such Mobile Substation.

ARTICLE IV

REMEDIES; INDEMNIFICATION

Section 4.1 Limitation on Damages. Notwithstanding any other provision of this Agreement to the contrary, (i) no Party or its officers, directors, agents, employees, parents, Affiliates, successors, assigns, contractors or subcontractors (collectively, "**Related Parties**") shall be liable to any other Party or its Related Parties for any liabilities, damages, obligations, payments, losses, costs, or expenses under this Agreement in any amount in excess of the actual compensatory damages, court costs and reasonable attorneys' fees suffered by such other Party or its Related Parties in connection with, or resulting from, performance or non-performance of this Agreement, or any actions undertaken in connection with or related to this Agreement, (ii) each Party waives any right to recover incidental, punitive, exemplary, special, indirect, multiple, or consequential damages (including attorneys' fees or litigation costs to recover the same and lost profits) in connection with, or resulting from, performance or non-performance of this Agreement, or any actions undertaken in connection with or related to this Agreement, including any such damages which are based upon causes of action for breach of contract, tort (including negligence and

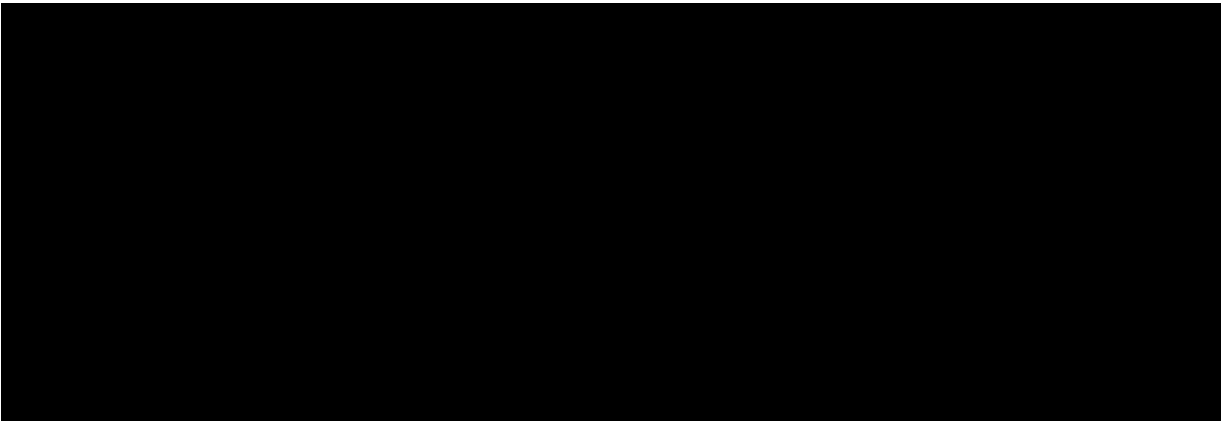
misrepresentation), breach of warranty, or strict liability, and (iii) in no event shall Lessor, in connection with any single event or series of related events, be liable to any Lessee hereunder except in the event of Lessor's gross negligence or willful misconduct and, in such case, Lessor shall not be liable for any amount in excess of the Lease Price for the relevant Mobile Substation.

Section 4.2 Indemnification. In respect of any lease consummated as a result of a Call Right exercised under this Agreement, the Lessee shall make the following indemnities: Subject at all times to the limitations set forth in Section 4.1, the Lessee agrees to indemnify, defend and hold the Lessor harmless from and against any loss, damage, expense (including reasonable, documented outside attorneys' fees) or claim, whether direct or indirect, known or unknown, absolute or contingent, that relates to, results from, or arises in connection with (i) any breach of the Lessee's representations and warranties contained in Article III, (ii) any and all liabilities and obligations in respect of the subject Mobile Substation that are attributable to the period of time on and following the time of lease to the Lessee under Section 2.2 (other than liabilities and obligations attributable to any breach of the Lessor's representations and warranties set forth in Article III or the Lessor's covenants set forth in Section 2.2), and (ii) any claims made by any third party for personal injury, death, property damage or otherwise arising from or incidental to the lease of the subject Mobile Substation to the extent such loss, damage, expense, or claim is caused by any act or omission of the Lessee.

Section 4.3 Survival of Representations and Warranties. For purposes of the indemnities contemplated by Section 4.2, the representations and warranties set forth in Article III shall survive the consummation of any lease pursuant to the terms of Article II until the second anniversary of the consummation of such lease, except for those representations and warranties set forth in Sections 3.2 and 3.4, which representations and warranties shall survive indefinitely.

ARTICLE V

TERM AND TERMINATION



ARTICLE VI

CONFIDENTIALITY

Section 6.1 Confidentiality Obligation. Each Party (i) shall maintain the confidentiality of all information provided to it pursuant to the terms of this Agreement, and

shall take all actions reasonably necessary to ensure that only such Persons directly involved in the administration and performance of this Agreement by such Party, has access to such information, except as otherwise necessary to enforce its rights or comply with its obligations hereunder, and that such Persons, shall comply with the provisions of this Article VI, (ii) shall not disclose any such information to any other third parties, unless otherwise provided hereunder, and (iii) agrees to use such information only for such purposes and in such manner as is contemplated by the terms of this Agreement. Notwithstanding the foregoing, each Party shall be permitted to use any information provided to it under the terms of this Agreement in support of any claim or counterclaim respecting an alleged breach of any other Party's obligations under this Agreement.

Section 6.2 Permitted Disclosures. In the event that a Party is required to provide information that was provided to it in respect of another Party under the terms of this Agreement to the Federal Energy Regulatory Commission, state public utility commission or public service commission, a court, or other governmental authority, such Party shall (i) promptly notify each affected Party, (ii) reasonably cooperate with any such affected Party's request to object to the disclosure of the requested information (unless the disclosing Party is advised by legal counsel that any such request to object would materially prejudice its interest before such governmental authority), and (iii) seek confidential treatment for any such information disclosed. Notwithstanding any other provision of this Agreement to the contrary, each Party acknowledges and agrees that this Agreement and its Exhibits may be filed with any state or federal regulatory agency or commission in connection with securing any Required Regulatory Approvals of any Party hereunder.

Section 6.3 Exceptions. Notwithstanding any other provision of this Agreement to the contrary, the confidentiality obligations set forth in this Article VI shall not apply to information that (i) is already known or in the possession of the Party receiving such information at the time of disclosure, as evidenced by written documentation, without such Party being bound by a pre-existing, confidentiality agreement or secrecy obligation in respect thereof, (ii) after the time of its disclosure hereunder, becomes subsequently available to such Party on a non-confidential basis from a source not known by such Party to be bound by a confidentiality agreement or secrecy obligation in respect thereof, (iii) is or becomes generally available to the public other than as a result of a breach of the confidentiality obligations set forth in this Article VI, or (iv) is independently developed by a Party without use, directly or indirectly, of any information disclosed under this Agreement, as evidenced by written documentation.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Force Majeure. To the extent that a Party is prevented by an event of Force Majeure from carrying out, in whole or part, any of its obligations under this Agreement, then to the extent of, and only for so long as the duration of, such Force Majeure event, such Party shall be excused from the performance of those of its obligations under this Agreement so affected by such Force Majeure event, provided, that such Party claiming Force Majeure hereunder promptly gives notice and details of such Force Majeure event to the other Party and uses all commercially reasonable efforts to remedy such Force Majeure event with all reasonable dispatch.

Section 7.2 Assignment. This Agreement and all of the provisions hereof are binding upon, and inure to the benefit of, the Parties and their respective successors and

permitted assigns. No Party shall assign this Agreement in whole or in part, or any of the rights, interests, or obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

Section 7.3 Amendments. This Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of each of the Parties.

Section 7.4 Notices to Parties. Where written notice is required by this Agreement, such notice shall be deemed to be given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To NG:
National Grid USA
Attn: James McGrath
40 Sylvan Rd
Waltham, Ma 02451-1120
email: james.m.mcgrath@nationalgrid.com
Telephone: 781-907-2445

To NECO:
PPL Services Corporation
Attn: David Cosby, Director T&D
Sourcing & Procurement
820 West Broadway{}
Louisville, KY 40202{}
email: dcosby@pplweb.com{}
Telephone: 502.627-2499

Section 7.5 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any Person, other than the Parties, any rights, interests, obligations or remedies hereunder.

Section 7.6 Interpretation of Agreement. In this Agreement, unless otherwise specified or the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The term “includes” or “including” shall mean “including without limitation.” Unless otherwise specified or the context otherwise requires, references to a Section, Article or Exhibit mean a Section, Article or Exhibit of this Agreement and reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented or restated through the date as of which such reference is made. The Article, Section and Exhibit headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

Section 7.7 Consents and Waivers. Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

Section 7.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

Section 7.9 Governing Law. This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the principles of conflicts of laws in any jurisdiction. Each Party consents and submits to the exclusive jurisdiction of the courts of the State of New York located in the Borough of Manhattan in New York City and the courts of the United States located in the Borough of Manhattan in New York City in the State of New York for the adjudication of any action or legal proceeding relating to or arising out of this Agreement and the transactions contemplated hereby (and each Party agrees not to commence any action or legal proceeding relating thereto except in any such court). Each Party hereby irrevocably and unconditionally waives any objection which it may now or hereafter have to the laying of venue in such courts and agrees not to plead or claim in any such court that any such action or legal proceeding brought in any such court has been brought in an inconvenient forum. Each Party hereby agrees that service of any process, summons, notice or document by U.S. registered mail addressed to such Party shall be effective service of process for any such suit, action or proceeding brought against such Party in any such court. Each Party hereto agrees that a final judgment in any such suit, action or proceeding brought in any such court shall be conclusive and binding upon such Party and may be enforced in any other courts to whose jurisdiction such Party is or may be subject by suit upon such judgment.

Section 7.10 WAIVER OF JURY TRIAL. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

Section 7.11 Independent Parties; No Agency. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership among or between the Parties or to impose any partnership or fiduciary obligation or liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party, except as expressly provided in this Agreement.

Section 7.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or in electronic format (".pdf" or ".tif") shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or in electronic format shall be deemed to be their original signatures for all purposes. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

Section 7.13 Entire Agreement. This Agreement, including the Exhibits attached hereto, embodies the entire agreement and understanding of the Parties in respect of the obligations and requirements set forth in this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the subject matter contained herein.

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 23-48-EL
Attachment RR-2
Page 11 of 18

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

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


By: _____

Name: _____

Title: _____

Date: _____

NATIONAL GRID USA

By: 

Name: Daniel Davies

Title: Chief Transformation Officer

Date: May 25, 2022

Acknowledged and agreed,

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

By: _____

Name: David J. Bonenberger

Title: President

Date: May 25, 2022

EXHIBIT “A” - FORM OF LEASE

LEASE

This Lease (“Lease”) is entered into as of this _____ day of _____, 20____ (the “Effective Date”), by [INSERT LEGAL ENTITY NAME] (“Lessor”), a [INSERT STATE] corporation, having its principal place of business at [INSERT ADDRESS], in favor of [INSERT LEGAL ENTITY NAME] (“Lessee”), a [INSERT STATE] corporation, having its principal place of business at [INSERT ADDRESS]. Lessor and Lessee may be referred to individually as a “Party” or collectively as the “Parties.”

BACKGROUND

WHEREAS, this Lease is made pursuant to and in furtherance of that certain Mobile Substation Leasing Agreement with an effective date of [INSERT DATE] (the “Agreement”) for the Parties to share Mobile Substations under certain circumstances following the occurrence of a Triggering Event, as defined in the Agreement, and the terms and conditions of the Agreement are incorporated into this Lease by reference, as if set forth fully at length herein;

WHEREAS, on or about [INSERT DATE], Lessee suffered a Triggering Event pursuant to Section 2.1 of the Agreement and served Lessor with a Call Notice dated on or about [INSERT DATE] (“Call Notice”);

WHEREAS, pursuant to Section 2.2 of the Agreement, Lessor has agreed to lease to Lessee its interest in [INSERT DESCRIPTION OF LEASE ITEMS (I.E., THE MOBILE SUBSTATION)] (“Assets”), for which Lessee shall pay the amount set forth herein, which includes the Assets described in Exhibit “A” attached hereto and made a part hereof, and Lessee hereby agrees to lease from Lessor all of the Assets described in Exhibit A; and

WHEREAS, the Parties now desire to carry out the intent and purpose of the Agreement by execution and delivery of this Lease evidencing the lease of the Assets to Lessee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties agrees as follows:

1. Interpretation. All capitalized terms not otherwise defined herein will have the meanings given to them in the Agreement and are incorporated herein by this reference. In the event of any conflict between the terms and conditions of this Lease and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall prevail unless the Lease specifically provides that a term or condition therein amends or supersedes a specific term or condition in the terms and provisions of the Agreement.

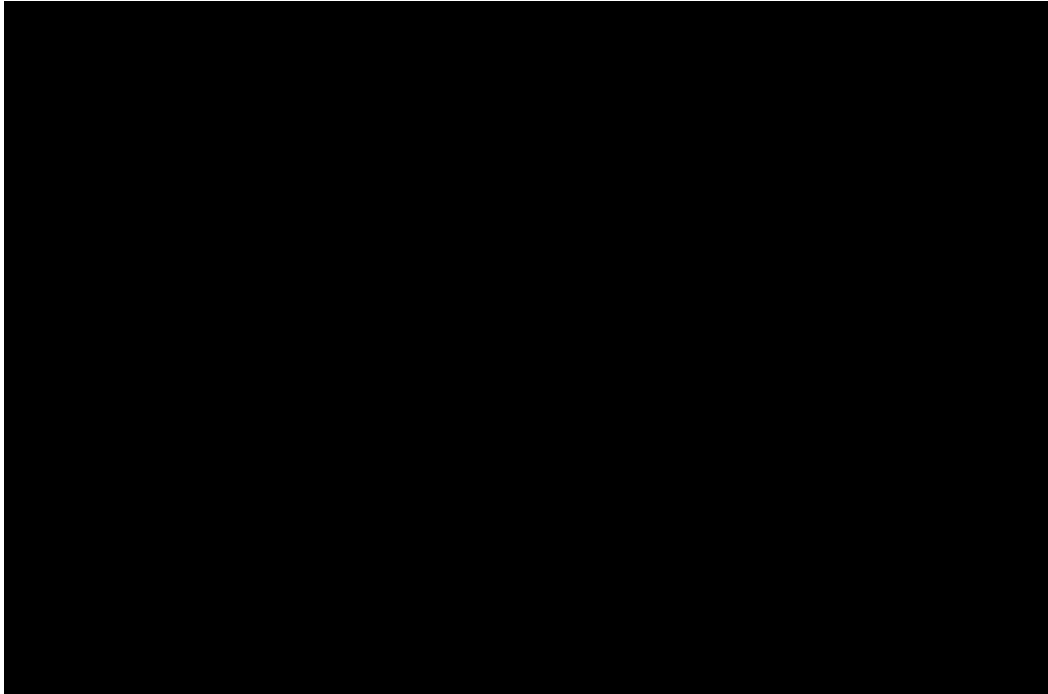
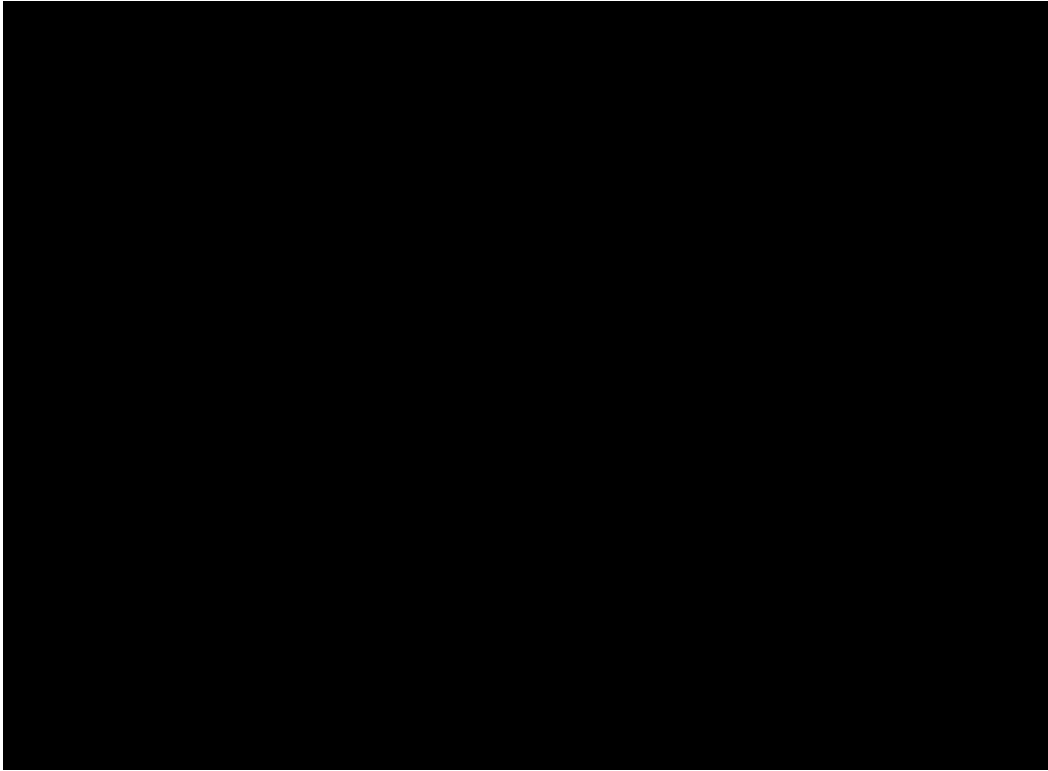
2. Lease Terms.

- a) Lessee will make all arrangements, with Lessor’s supervision and technical consultation, for (i) the installation of the Assets at the applicable site of Lessee (the “Site”) and connection and energization of the Assets, and (ii) the future disassembly of the Assets and preparation for Lessee’s removal of the Assets from the Site. During the installation, Lessee will be responsible, with Lessor’s supervision and technical consultation, for

connecting the Assets to the Site; provided, [REDACTED]

[REDACTED]

Before energizing and connecting the Assets, Lessee must first obtain approval from Lessor, which approval shall not be unreasonably withheld. In connection with the lease hereunder, Lessor shall make available to Lessee the maintenance history and instructions with respect to the Assets that are in the possession of Lessor.



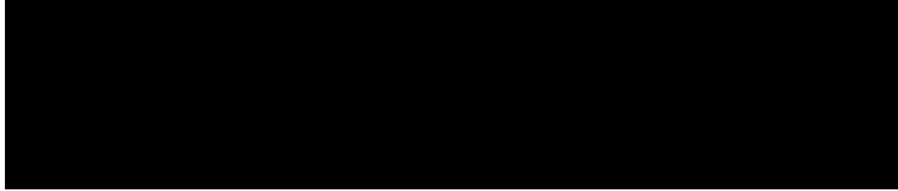


- f) Lessee shall perform all tests on the Assets reasonably deemed necessary by Lessor prior to energizing the Assets, throughout its use, and before its disassembly. Lessee agrees that it will notify Lessor promptly in the event that any abnormal operating condition is detected by Lessee on the Assets.

- g) Lessee agrees to assume all risk of loss, liability and damage with respect to persons or property which may result from its use of the Assets, except to the extent caused by the gross negligence, or willful misconduct of Lessor or its employees, agents, representatives, contractors or subcontractors. Lessee further agrees to indemnify and hold harmless Lessor, its Affiliates, and the officers, directors, employees and agents of Lessor and its Affiliates from and against all claims, injuries, losses or damages of any kind, whenever incurred, whether or not due to negligence or breach of statutory duty on the part of Lessor, its Affiliates, or the officers, directors, employees, agents, or servants of Lessor or its Affiliates arising out of or in any way connected with, or resulting from, the performance of this Agreement or the use of the Assets including, without limitation any damages or losses related to environmental harm or violation of law related to the environment, except to the extent caused by the gross negligence, or willful misconduct of Lessor, its Affiliates, or the officers, directors, employees, agents, or servants of Lessor or its Affiliates.

- h) Lessee will preserve Lessor's title to the Assets free from liens and encumbrances, and will indemnify and hold Lessor harmless against any loss to Lessor resulting from Lessee's use of the Assets, including, without limiting the foregoing, loss to Lessor resulting from excess load which precipitates loss of life to the Assets except to the extent caused by the gross negligence or willful misconduct of Lessor or its employees, agents, representatives, contractors or subcontractors. Lessee agrees to

reasonably cooperate with Lessor in assembly, disassembly and use of the Assets.



3. Representations and Warranties. Lessor represents and warrants that Lessor is leasing good and valid leasehold interest to all Assets, including as more fully described in Exhibit A to this Lease. Furthermore, the representations and warranties to Lessee from Lessor that are set forth in Article III of the Agreement are incorporated into this Lease by reference, as if set forth fully at length herein. EXCEPT FOR THESE REPRESENTATIONS AND WARRANTIES OF THE LESSOR THE ASSETS ARE LEASED "AS IS, WHERE IS" AND THE LESSOR DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF SUCH ASSETS, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT.

4. Terms of the Agreement. This Agreement is subject in all respects to the terms, conditions and limitations of the Agreement.

5. Successors and Assigns. This Lease shall inure to the benefit of and be binding upon Lessor, Lessee and their respective successors and assigns.

6. Governing Law. This Lease shall be governed by, enforced under and construed in accordance with the Laws of the State of New York to the greatest extent permissible by Law, without giving effect to the conflicts of law provisions thereof.

7. No Third-Party Beneficiaries. Except as otherwise expressly provided in the Agreement, this Agreement shall not confer any rights or remedies upon any person or entity other than the Parties hereto and their respective successors and permitted assigns.

8. Amendment and Waivers. No amendment, supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.

9. Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Lease delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Lease on behalf of the Parties hereto on the day and year first written above.

[INSERT LESSEES LEGAL ENTITY NAME:]

By: _____

Name: _____

Title: _____

Date: _____

[INSERT LESSORS LEGAL ENTITY NAME]

By: _____

Name: _____

Title: _____

Date: _____

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 23-48-EL
In Re: Proposed FY 2025 Electric Infrastructure, Safety and Reliability Plan
Responses to the Record Requests Issued at the
Commission's Evidentiary Hearings on
March 13, 2024 and March 14, 2024

Record Request No. 3

Request:

Please describe what assets were included in the Substation Breakers & Reclosers category in the FY 2024 budget.

Responses:

The FY 2024 budget for the Substation Breakers & Reclosers category represented capital spending for the Franklin Square Breaker Replacement project.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 23-48-EL
In Re: Proposed FY 2025 Electric Infrastructure, Safety and Reliability Plan
Responses to the Record Requests Issued at the
Commission's Evidentiary Hearings on
March 13, 2024 and March 14, 2024

Record Request No. 4

Request:

Reconcile Revised Attachment 3 and PUC-11-10 (Spare Transformers).

Responses:

The revised attachment 3 should have been updated to reflect the revised spare transformer forecast shown in PUC 11-10.

Attachment RR-4 is an update to revised attachment 3 and creates a separate line item for spare transformers and removes the spare transformer forecast from the spare breakers & reclosers line item.

The FY2025 and FY2026 forecast under the spare breakers & reclosers line item represents costs for spare substation regulators, transformer bushings and circuit breakers. The procurement process for this equipment will all be initiated in FY2025 with \$196,000 being spent in FY2025 and \$440,000 being spent in FY2026.

REVISED (3/22/2024)
Attachment 3 - Five-Year Budget with Details

Line Number	Spending Rationale	Category	Docket 22-53-EL			5 Year Investment Plan - Capital Spending					Major Project - Details					
			FYTD Actuals 12/31/23	Preliminary FY 2024 Q3 Forecast	FY 2024 Budget	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Major Project - Current Phase	Current Sanction - CAPEX only	Initial Estimate - CAPEX only	Date of Last Sanction	Est'd Constr Start	Est'd Constr End
1	Non-Discretionary															
	Customer Request /															
2	Public Requirement	New Business - Commercial	8,745	11,025	9,093	9,366	9,647	9,937	10,235	10,542						
3		New Business - Residential	5,471	7,212	7,212	7,428	7,651	7,880	8,117	8,361						
4		Public Requirements	1,953	1,249	1,249	3,140	3,234	3,331	3,431	3,531						
5		Transformers and Related Equipment	6,776	8,350	5,000	8,000	8,000	8,000	8,000	8,000						
6		Meters and Meter Work	1,036	2,089	2,605	2,533	430	100	100	100						
7		Distributed Generation	5,781	1,000	1,000	1,000	1,000	1,000	1,000	1,000						
8		Third Party Attachments	(732)	331	280	288	297	306	315	324						
9		Land and Land Rights	329	500	500	515	530	546	562	579						
10		Outdoor Lighting	352	813	575	592	610	628	647	666						
11	Total Customer Request/Public Requirement			29,710	32,568	27,514	32,862	31,399	31,728	32,407	33,103					
12	Damage / Failure	Damage /Failure	9,920	12,545	10,940	11,268	11,606	11,954	12,313	12,682						
13		Reserves	-	-	979	1,008	1,038	1,070	1,102	1,135						
14		Failed Assets	2,619	4,340	1,323	2,537	1,972	-	-	-						
15		Storms	3,176	3,662	1,950	3,000	3,000	3,000	3,000	3,000						
16	Total Damage/Failure			15,716	20,547	15,192	17,813	17,616	16,024	16,415	16,817					
17	Total Non-Discretionary			45,426	53,116	42,706	50,675	49,015	47,752	48,822	49,921					

Line Number	Spending Rationale	Category	Docket 22-53-EL			5 Year Investment Plan - Capital Spending					Major Project - Details						
			FYTD Actuals 12/31/23	Preliminary FY 2024 Q3 Forecast	FY 2024 Budget	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Major Project - Current Phase	Current Sanction - CAPEX only	Initial Estimate - CAPEX only	Date of Last Sanction	Est'd Constr Start	Est'd Constr End	Capital Spending through FY 2023
1	Discretionary																
2	Asset Condition Separately																
3	Tracked Major	Dyer Street Substation	1,861	2,553	-	15	-	-	-	-	Construction	\$10,658	\$10,842	Apr-21	Sep-21	FY 2025	\$14,651
4		Admiral St 12 KV Substation	-	-	-	5,513	2,500	-	-	-	Construction	\$12,831	\$12,831	Aug-21	Sep-21	FY 2026	\$2,731
5		Providence Area LT Study Projects (Ph 1A,1B,2,4)	17,685	25,783	24,314	-	-	-	-	-	--	--	--	--	--	--	--
6		Kingston Equipment Replacement	-	-	-	400	3,361	8,403	1,681	2,961	Study Phase	--	\$16,805	--	Oct-25	FY 2029	\$0
7		Phillipsdale Substation D Sub	-	-	-	100	5,728	7,240	1,448	324	Study Phase	--	\$6,025	--	Oct-25	FY 2029	\$0
8		Apponaug Substation	-	-	-	150	1,120	1,980	1,750	700	Study Phase	\$5,700	\$3,800	Jul-23	FY 2026	FY 2029	\$0
9		Hospital #146 Equipment Replacement	-	-	-	320	2,064	2,680	296	-	Study Phase	\$5,360	\$5,359	Dec-23	FY 2026	FY 2028	\$0
10		Merton #51 Equipment Replacement	-	-	-	-	816	2,449	4,082	816	Study Phase	--	\$8,164	--	FY 2027	FY 2029	\$0
11		Southeast Substation	327	327	66	-	-	-	-	-	Construction	\$11,244	\$9,000	Jun-19	Oct-19	FY 2025	\$15,198
12		Auburn 115/12.4kV Substation (D-Sub)	-	-	-	-	-	832	1,663	4,989	Study Phase	--	\$6,590	--	FY 2028	FY 2029	\$0
13		Subtotal - Separately Tracked Major Projects	19,873	28,663	24,380	6,498	15,589	23,583	10,919	9,790							
14	Other	Underground Cable Replacement	4,231	4,281	5,500	5,500	6,000	6,000	6,000	6,500							
15		URD Cable Replacement	5,321	6,496	6,276	5,000	5,411	5,723	5,823	5,500							
16		Blanket Projects	4,298	5,686	5,220	6,177	6,338	6,504	6,676	6,850							
17		I&M	257	476	3,000	1,530	1,530	1,530	1,530	1,530							
18		Substation Spare Transformers				540	2,480	7,436	8,186	6,825							
19		Substation Breakers & Reclosers	1,231	1,231	437	196	440	-	-	-							
20		Other Area Study Projects - BSVS	1,058	1,058	-	781	1,556	2,457	2,280	1,156							
21		Other Area Study Projects - CRIE	27	27	-	50	75	35	293	315							
22		Other Area Study Projects - CRIW	-	-	-	1,883	6,317	10,196	3,730	390							
23		Other Area Study Projects - East Bay	-	-	-	100	505	570	570	190							
24		Other Area Study Projects - Newport	194	194	-	446	1,189	802	-	-							
25		Other Area Study Projects - NWRI	135	135	-	500	3,007	2,725	1,432	250							
26		Other Area Study Projects - Providence	-	-	-	492	5,396	6,575	4,630	4,630							
27		Other Area Study Projects - SCW	-	-	-	-	-	-	1,029	2,297							
28		Tiverton Substation	60	60	-	75	393	786	786	393							
29		Providence Area LT Supply & Distrib Study	-	-	-	20,382	10,580	7,064	-	-							
30		Reserve	-	-	-	-	1,000	1,000	1,000	1,000							
31		Batteries / Chargers	31	227	230	195	387	319	100	-							
32		Recloser Replacements	1,209	1,209	1,300	-	-	-	-	-							
33		UG Improvements and Other	2,732	2,809	1,383	700	565	-	-	-							
34		Subtotal - Other Projects and Programs	20,783	23,889	23,346	44,547	53,169	59,722	44,065	37,826							
35		Total Asset Condition	40,656	52,552	47,726	51,045	68,758	83,305	54,984	47,617							
36		Non-Infrastructure															
37		General Equip & Telecom Blanket	(805)	536	700	712	724	737	750	764							
38		Verizon Copper to Fiber	11	26	1,000	180	75	-	-	-							
39		Total Non-Infrastructure	(793)	562	1,700	892	799	737	750	764							

Line Number	Spending Rationale Category		Docket 22-53-EL			5 Year Investment Plan - Capital Spending					Major Project - Details						
			FYTD Actuals 12/31/23	Preliminary FY 2024 Q3 Forecast	FY 2024 Budget	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Major Project - Current Phase	Current Sanction - CAPEX only	Initial Estimate - CAPEX only	Date of Last Sanction	Est'd Constr Start	Est'd Constr End	Capital Spending through FY 2023
1	System Capacity & Performance Separately																
2	Tracked Major	East Providence Substation (D Sub + D Line)	720	976	1,330	-	-	-	-	-	--	--	--	--	--	--	--
3		East Providence Substation (D Sub)	-	-	-	2,685	2,309	2,952	-	-	Preliminary Eng'g	\$6,000	\$6,000	Feb-17	Apr-24	Oct-26	\$892
4		Warren Substation (D Sub + D Line)	1,915	2,381	1,969	-	-	-	-	-	--	--	--	--	--	--	--
5		Chase Hill Second Half of Station	-	-	-	-	1,006	2,012	1,006	1,006	Study Phase	--	\$5,030	--	FY 2027	FY 2029	\$0
6		Nasonville #127 Sub (D-Sub)	-	-	-	3,566	3,100	489	-	-	Study Phase	\$10,786	\$13,325	Jul-23	FY 2026	FY 2027	\$0
7	Subtotal - Separately Track Major Projects		2,635	3,357	3,299	6,251	6,415	5,453	1,006	1,006							
8	Other	Aquidneck Island	1,189	1,327	1,038	-	-	-	-	-							
9		New Lafayette Substation	197	361	750	910	5,886	151	-	-							
10		Warren Substation	-	-	-	1,800	2,943	747	111	-							
11		Nasonville Substation (D Sub + D Line)	1,346	2,338	1,912	-	-	-	-	-							
12		East Providence Substation (D Line)	-	-	-	3,600	2,700	2,051	-	-							
13		Weaver Hill Road Substation	419	665	1,507	1,105	3,054	3,475	2,496	1,229							
14		3V0	201	217	1,095	186	540	-	-	-							
15		EMS/RTU	(15)	(15)	658	135	1,147	2,350	750	-							
16		Overloaded Transformer Replcmts	1,118	1,500	1,500	1,500	1,500	1,500	1,500	1,500							
17		Blanket Projects	5,209	5,639	2,490	2,605	2,725	2,851	2,983	3,072							
18		Other Area Study Projects - BSVS	120	120	400	680	681	968	-	-							
19		Other Area Study Projects - CRIW	366	845	1,371	1,441	1,125	1,125	675	-							
20		Other Area Study Projects - East Bay	-	-	-	84	378	378	-	-							
21		Other Area Study Projects - Newport	-	-	-	793	976	461	-	-							
22		Other Area Study Projects - NWRI	775	1,185	1,933	108	128	-	-	-							
23		Other Area Study Projects - SCE	-	-	-	1,684	6,404	333	-	-							
24		Other Area Study Projects - SCW	101	137	364	927	4,101	3,909	2,576	1,147							
25		Tiverton D-Line	130	130	109	328	656	656	328	440							
26		Reserve	-	-	-	-	1,000	1,000	1,000	1,000							
27		CEMI-4	1,072	1,221	1,230	2,619	2,698	2,779	2,862	-							
28		ERR	-	-	-	2,000	2,060	2,122	2,185	2,251							
29		Distrib Automation Recloser Program	-	-	-	5,957	7,228	7,185	10,165	14,970							
30		ADMS/DERMS Advanced	-	-	-	-	-	3,159	1,568	-							
31		DER Monitor/Manage	-	-	-	-	-	2,288	4,043	-							
32		Electromech RelayUpgrades	-	-	-	1,234	603	1,267	2,513	1,263							
33		Fiber Network	-	-	-	200	-	-	-	-							
34		VVO - Smart Capacitors and Regulators	235	235	-	400	8,439	6,701	6,701	6,701							
35		Mobile Substation	-	-	-	1,278	3,834	7,668	-	-							
36		Other projects and programs	(1,686)	(1,451)	541	478	100	100	100	100							
37	Subtotal - Other Projects and Programs		10,776	14,453	16,898	32,052	60,906	55,225	42,557	33,673							
38	Total System Capacity & Performance		13,411	17,810	20,197	38,303	67,321	60,678	43,563	34,679							

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Record Request No. 5

Request:

How many reclosers were completed under FY 2024 CEMI-4?

Responses:

Four reclosers were installed under the FY 2024 CEMI-4 program.

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Record Request No. 6

Request:

Please provide the duration of the outages of the customers with 10 and above outages in a year in increments. How many pods were affected?

Responses:

The duration of the outages of the customers with 10 and above outages from 2019 to 2023, including the areas of those customers, are set forth in Attachment RR-6. Due to the voluminous nature of this attachment (there's over 2,000 pages of data), Attachment RR-6 is being provided as an Excel File. The data is sorted by duration from shortest to longest.

Below is a summary of the data.

2019-2023		
Duration	Number of Incidents	Percentage
Less than or Equal to 2 Minutes	1,565	1%
3 Minutes to 30 Minutes	23,688	11%
31 Minutes to 120 Minutes	64,945	31%
121 Minutes to 300 Minutes	37,572	18%
Over 300 Minutes	78,577	38%
Total	206,347	100%

The outages affected 278 pods in the past five years.

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Record Request No. 7

Request:

Choose one BCA, show the 20-year value of avoided outages from the ICE calculator in the default and rerun the ICE calculator, if possible for the large and medium C&I and residential customers when 0% have backup generation?

Responses:

Attachment RR-7, as an Excel file, shows the 20-year value of avoided outages from the ICE calculator with default backup generation values and backup generation values set to 0% for all customer classes for the Distribution Automation Recloser Program (DARP). Rhode Island Energy also performed the analysis with a revised two-minute analysis¹. The Company had initially used a conservative method to evaluate the interruptions related to the automatic transfer. For purposes of showing how the BCA can be impacted, the Company ran the analysis using a revised two-minute analysis. The table below summarizes the BCA values.

	Original BCA with Default Backup Generation Percent	Original BCA with 0% Backup Generation	Revised 2 Minute Analysis with Default Backup Generation Percent	Revised 2 Minute Analysis with 0% Backup Generation
DARP	1.05	0.96	1.28	1.16

¹ The two-minute analysis is the time for the automation scheme to operate. Previously the Company determined the savings as if the two-minute event did not occur and then added in a conservative estimated value for the two-minute outage. The revised method, which is more reflective of the value of interruptions to the customers, is to model the two-minute outage directly as a duration reduction and not a frequency reduction. The revised method is better aligned with US DOE ICE Calculator documentation - https://icecalculator.com/assets/documents/Using_the_ICE_Calculator_for_FLISR_Reliability_Improvement_Value.pdf

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Record Request No. 8

Request:

Extent of change that will be necessary to correct the issue in FY 2024 Reconciliation for FY23 and FY24.

Responses:

Please see Attachment RR-8, which is provided in Excel format, and which reflects the adjustments to the gas and electric revenue requirement calculations filed in the FY 2023 reconciliation and the FY 2024 plan year. The adjustments to the gas and electric FY 2023 reconciliation filings relate to tax updates for the repairs rate, the tax gain/loss on retirements and the net operating loss (“NOL”) utilization amounts as a result of the FY 2023 filed tax returns. The adjustments to the gas and electric FY24 plan filings relate to updated NOL utilization amounts in FY 2022 and FY 2023 as a result of filed tax returns. In addition to the above changes, adjustments to both the FY 2023 reconciliation and the FY 2024 plan year filings reflect changes to the NOL utilization period from 1 to 7 years for the hypothetical revenue requirement calculations used for the hold harmless adjustment. FY 2024 will be updated with other plant and tax adjustments when the FY 2024 reconciliation is filed in August 2024.

Pages 1 and 2 of Attachment RR-8 reflect the adjustments to the Gas ISR for FY 2023 and FY 2024, respectively. Pages 3 and 4 of Attachment RR-8 reflect the adjustments to the Electric ISR for FY 2023 and FY 2024, respectively. The table below summarizes the impacts.

	Gas	Electric	Total
FY23 Reconciliation	\$1,620,887	(\$35,621)	\$1,585,266
FY24 Plan Year	\$195,928	\$20,053	\$215,981
Total increase/(decrease) in the Revenue Requirement	\$1,816,815	(\$15,568)	\$1,801,248

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Record Request No. 9

Request:

Please provide a schedule showing the difference between electric and gas (file in both dockets).

Responses:

Please see Attachment RR-9, which is provided in Excel format, and which reflects the impact of the hold harmless adjustment on the total revenue requirement calculations in both the gas and electric ISR filings.

In summary, the FY25 total revenue requirement will decrease by \$1,314,444 in the Gas ISR as shown in Attachment RR-9, Page 2, Line 15. This decrease is related to the formula corrections of \$3,680,445 offset by \$2,366,001 related to the change in the NOL utilization period from 1 to 7 years. The FY25 total revenue requirement will increase by \$1,250,081 in the Electric ISR as result of the change in the NOL utilization period from 1 to 7 years as shown in Attachment RR-9, Page 6, Line 12.

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Record Request No. 10

Request:

Why does the budget framework include the corporate overheads language? Could it be stricken from the proposal? If not, why does it need to stay in?

Responses:

The corporate overheads language can be removed from the Company's proposal. It was included incorrectly in the file during revisions and should have been removed before the proposal was finalized.

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Record Request No. 11

Request:

What impact will the corporate reorganization have on corporate overhead that gets allocated to capital projects?

Responses:

It is the intent of the Company that the corporate reorganization should not have any impact on capital projects.

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Record Request No. 12

Request:

Review the non-discretionary budget proposal for any updates based on more recent available information, both positive and negative.

Responses:

The Company has reviewed its non-discretionary budget proposal. Please see Attachment RR-12.

Updated FY 2025 Non-Discretionary Budget

	(a)	(b)	(c)	(d)	(e)
			AS FILED	FY 2025 Based	
			FY 2025	on Updated FY	
<u>Line</u>	<u>Project #</u>	<u>Project Description</u>	<u>\$000's</u>	<u>2024 Data</u>	<u>Basis for Revised Budget</u>
<u>Number</u>				<u>\$000's</u>	<u>\$000's</u>
1	COS0022	3rd Party Attachment Blanket	\$288	(\$380)	Feb 2024 Actuals, annualized plus inflation
2	DG	Distributed Generation Placeholder	1,000	1,000	Placeholder
3	COS0091	Land and Land Rights	515	418	Feb 2024 Actuals, annualized plus inflation
4	CN04904	Meter Purchases (AMR)	1,681	1,681	Spending forecasted for specific project
5	COS0004	Meter Blanket	852	852	Spending forecasted for specific project
6	C046977	Reserve for New Business Commercial	3,289	4,037	Feb 2024 Actuals, annualized plus inflation
7	COS0011	New Business Commercial Blanket	6,077	7,360	Feb 2024 Actuals, annualized plus inflation
8	C046978	Reserve for New Business Residential	424	325	Feb 2024 Actuals, annualized plus inflation
9	COS0010	New Business Residential Blanket	7,004	7,098	Feb 2024 Actuals, annualized plus inflation
10	COS0012	Streetlighting Blanket	592	161	Feb 2024 Actuals, annualized plus inflation
11	C086669	JO Pole Billing Project - RI	(1,800)	(1,800)	Placeholder
12	C046970	Reserve for Public Requirements	2,816	2,669	* Feb 2024 Actuals, annualized plus inflation
13	COS0013	Public Requirements Blanket	2,124	1,835	* Feb 2024 Actuals, annualized plus inflation
14	CN04920	Transformer Purchases	8,000	8,800	Spending forecasted for specific project
15	Customer Request / Public Requirement Total		32,862	34,055	
16	CRI3010	Hopkins Hill - Damage/Failure	50	50	Spending forecasted for specific project
17	CRIAPDF	Apponaug Transformer Failure	50	50	Spending forecasted for specific project
18	C081110	Westerly Transformer #4 Failure	0	0	Spending forecasted for specific project
19	C091379	Nasonville Substation Rebuild	1,637	1,637	Spending forecasted for specific project
20	RIE16-24	ACNW Vlt 72 Reconstruction, Prov.	800	800	Spending forecasted for specific project
21	COS0002	Damage Failure Blanket - Substation	659	782	Feb 2024 Actuals, annualized plus inflation
22	COS0014	Damage/Failure Blanket	10,609	11,551	Feb 2024 Actuals, annualized plus inflation
23	C022433	Major Storms	3,000	4,505	Feb 2024 Actuals, annualized plus inflation
24	C046986	Reserve for Damage Failure	212	212	Placeholder
25	C051608	Reserve for Damage Failure Substation	796	1,096	Placeholder plus updated lease agreement with NG
26	Damage/Failure Total		17,813	20,683	
27	Total Non-Discretionary Capital Spending		\$50,675	\$54,738	

* In addition to the increase related to inflation, the Company included a value representative of the reduction in RIDOT reimbursement that is anticipated due to the new law.

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Record Request No. 13

Request:

FY 2024 didn’t have damage/failure reserves; how was the reserves number calculated for FY 2025; was it something else in the past?

Responses:

In FY 2024, a budget of \$979,000 was set for Damage/Failure Reserves. See Revised Attachment 3 - Five-Year Budget with Details, FY 2024 Budget column. During the year, assets failed, and actual capital spending replaced the Damage/Failure Reserves. The Damage/Failure Reserves line item in the FY 2025 Proposed Budget represents an estimate for asset failures that may take place during the year. If a failure takes place during the year, the line item is reduced, and a specific project is set up. If actual asset failures exceed the Reserve amount, the line item is brought down to zero. The Damage/Failure Reserve budgets for FY 2025 through FY 2029 increase slightly each year to indicate probable cost increases associated with wages, benefits and materials and general inflation.

The FY 2025 Damage/Failure Reserves budget was calculated as follows:

	(a)	(b)	(c)	(e)	(f)
		<u>FY 2024</u>	<u>Inflation -</u>	<u>FY 2025</u>	<u>FY 2025</u>
		<u>Budget</u>	<u>3%</u>	<u>Budget</u>	<u>Budget</u>
					<u>Rounded</u>
1	Reserve for Damage/Failure - OHL	206,000	6,180	212,180	212,000
2	Reserve for Damage/Failure - Substation	773,000	23,190	796,190	796,000
3	Damage/Failure Reserves	979,000	29,370	1,008,370	1,008,000

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Record Request No. 14

Request:

Show what projects relate to the Substation Projects.

Responses:

Please see the table below for the relationship between the separately tracked substation projects and other related work tracked in different ISR reporting categories.

Separately Tracked Category	Category of Related Scope	Comments
Admiral St 12 kV Substation	Providence Area LT Supply & Distribution Study	Distribution line work related to the Admiral St substation rebuild is tracked within the Providence Area LT Supply & Distribution study line item
Phillipsdale Substation (D Sub)	Other Area Study Projects - East Bay (Asset Condition)	Distribution line work related to the Phillipsdale substation rebuild project is tracked within the Other Area Study Projects – East Bay line item. The retirement of Waterman Ave substation that is planned to begin in FY2026 will also be tracked in this line item.
Apponaug Substation (D Sub)	Other Area Study Projects - CRIE	Distribution line work related to the Apponaug substation rebuild project is being tracked in the Other Area Study Projects – CRIE line item
Auburn 115/12.4kV Substation (D-Sub)	Other Area Study Projects - Providence	Distribution line conversions related to the Auburn St substation project is being tracked in the Other Area Study Projects – Providence line item.
East Providence Substation (D Sub)	East Providence Substation (D Line)	Distribution line work related to the East Providence substation project is being tracked in the East Providence Substation (D Line) line item
Nasonville #127 Sub (D-Sub)	Other Area Study Projects - NWRI	Distribution line work related to the Nasonville substation rebuild project is being tracked in the Other Area Study Projects - NWRI line item

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Record Request No. 15

Request:

Schedule 3-12-2 – create a column for discretionary and non-discretionary.

Responses:

Please see the table below:

	(a)	(b)	(c)	(d)	(e)	(f)
			<u>FY 2024</u>	<u>FY 2024</u>		
			<u>Forecast</u>	<u>Forecast</u>		
			<u>(FY 2024 Q2</u>	<u>(FY 2024 Q3</u>	<u>FY 2024</u>	<u>FY 2025</u>
			<u>Report)</u>	<u>Report)</u>	<u>Budget</u>	<u>Budget</u>
			<u>\$000's</u>	<u>\$000's</u>	<u>\$000's</u>	<u>\$000's</u>
<u>Line</u>	<u>Project #</u>	<u>Project Description</u>				
1	<u>Non-Discretionary Blanket Projects</u>					
2	COS0011	New Business Commercial Blanket	\$5,900	\$6,952	\$5,900	\$6,077
3	COS0010	New Business Residential Blanket	6,800	6,800	6,800	7,004
4	COS0013	Public Requirements Blanket	1,200	1,200	1,200	2,124
5	COS0004	Meter Blanket	835	835	835	852
6	COS0022	3rd Party Attachment Blanket	280	280	280	288
7	COS0012	Streetlighting Blanket	575	575	575	592
8	COS0014	Damage/Failure Blanket	10,300	11,864	10,300	10,609
9	COS0002	Damage/Failure Blanket - Substation	721	681	640	659
10	<u>Non-Discretionary Blanket Projects</u>		<u>26,613</u>	<u>29,187</u>	<u>26,530</u>	<u>28,205</u>
11	COS0017	Asset Replacement Blanket	4,900	5,366	4,900	5,847
12	COS0026	Substation Asset Repl Blanket	320	320	320	330
13	COS0006	General Equipment Blanket	400	400	400	412
14	COS0015	Reliability Blanket	2,795	3,577	2,000	2,100
15	COS0016	Load Relief Blanket	824	1,812	240	247
16	COS0025	Substation LR/Reliability Blanket	250	250	250	258
17	<u>Discretionary Blanket Projects</u>		<u>9,489</u>	<u>11,724</u>	<u>8,110</u>	<u>9,194</u>
18	<u>Total Capital Spending - Blanket Projects</u>		<u>\$36,102</u>	<u>\$40,911</u>	<u>\$34,640</u>	<u>\$37,399</u>

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Record Request No. 16

Request:

To identify money in the budget that will be used for a report or study.

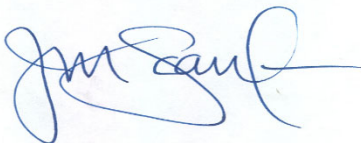
Responses:

The only specific project in the FY 2025 budget that will be used for a report or study is the Fiber Network project in the System Capacity & Performance section of the budget. The Company has budgeted \$200,000. As discussed on Bates page 73 for the FY 2025 Plan, the Company proposes to conduct a detailed fiber deployment study that will further develop scope, prioritize deployment, and refine future year execution and spend.

Certificate of Service

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

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



Joanne M. Scanlon

March 25, 2024

Date

**Docket No. 23-48-EL – RI Energy’s Electric ISR Plan FY 2025
Service List as of 1/25/2024**

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