

September 28, 2015

**VIA HAND DELIVERY & ELECTRONIC MAIL**

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

**RE: Review of Power Purchase Agreement – Copenhagen Wind Farm, LLC  
Pursuant to RI General Laws § 39-26.1 *et seq.*  
Docket No. 4574**

Dear Ms. Massaro:

Enclosed for filing with the Rhode Island Public Utilities Commission is the rebuttal testimony of Corinne M. DiDomenico.

Thank you for your attention to this transmittal. If you have any questions, please contact me at (401) 784-7288.

Very truly yours,



Jennifer Brooks Hutchinson

Enclosures

cc: Leo Wold, Esq.  
Jon Hagopian, Esq.  
Steve Scialabba, Division

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.

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.



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Jennifer Brooks Hutchinson

September 28, 2015  
Date

**Docket No. 4574 - National Grid – Review of PPA - Copenhagen Wind Farm, LLC**  
**Service List updated 8/21/15**

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**THE NARRAGANSETT ELECTRIC COMPANY  
D/B/A NATIONAL GRID  
DOCKET No. 4574  
REVIEW OF POWER PURCHASE AGREEMENT  
COPENHAGEN WIND FARM, LLC  
PURSUANT TO R.I.G.L. § 39-26.1  
WITNESS: CORINNE M. DIDOMENICO**

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**REBUTTAL TESTIMONY**

**OF**

**CORINNE M. DIDOMENICO**

**September 28, 2015**

1 **Q. Please state your name and business address.**

2 A. My name is Corinne M. DiDomenico, and my business address is 100 East Old Country  
3 Road, Hicksville, New York 11801.

4 **Q. Did you previously submit pre-filed testimony in this proceeding?**

5 A. Yes. I submitted pre-filed direct testimony on August 3, 2015 on behalf of The  
6 Narragansett Electric Company d/b/a National Grid (Company).

7 **Q. What is the purpose of your rebuttal testimony?**

8 A. My rebuttal testimony addresses two issues raised by Richard Hahn of LaCapra  
9 Associates, who submitted a Memorandum dated September 4, 2015 on behalf of the  
10 Rhode Island Division of Public Utilities and Carriers (Division). These issues relate to  
11 two provisions in the PPA, specifically the definition of the “Delivery Point” in Section 1  
12 and Exhibit F of the PPA, and the payment mechanism for the Renewable Energy  
13 Certificates (RECs).

14 **Q. Please summarize the Division’s concern with respect to the definition of the**  
15 **Delivery Point in the PPA.**

16 A. On pages 4-5 of his Memorandum, Mr. Hahn states that the definition of the Delivery  
17 Point under the PPA as “Roseton 345 kv” has the potential to create a source of  
18 ambiguity as to whether it refers to a physical location in New York or the proxy pricing  
19 node that ISO New England (ISO-NE) uses for imports from the New York Independent  
20 System Operator (NYISO) control area. Mr. Hahn noted that there are several

1 alternatives to resolve the issue, and one of his recommendations was to modify the  
2 definition of the Delivery Point to reflect the Roseton proxy pricing node.

3 **Q. Does the Company intend to amend the PPA in order to address the Division's**  
4 **concern with the Delivery Point?**

5 A. Yes. The Company and Copenhagen Wind Farm, LLC (Copenhagen Wind) are currently  
6 working on a First Amendment to Power Purchase Agreement (First Amendment) to amend  
7 the definition of the Delivery Point. The Company plans to file the First Amendment with  
8 the Public Utilities Commission (PUC) once it is finalized and executed by the Company  
9 and Copenhagen Wind.

10 **Q. How is the PPA being amended to address this concern?**

11 A. The term "Delivery Point", as it is used in the PPA, was intended to reference the node  
12 designated by ISO-NE to price energy imported from the NYISO control area. Under the  
13 PPA, "Delivery" of Energy occurs when that Energy is supplied into the Company's ISO-  
14 NE account at the Delivery Point. Since the Energy will be recognized in the Company's  
15 ISO-NE account when it is accounted for at the Roseton proxy pricing node, the Company  
16 and Copenhagen Wind are in the process of amending the PPA to make it clear that the  
17 "Delivery Point" is a reflection of the Energy being settled in the Company's account  
18 within ISO-NE. Specifically, the Company proposes to make the following changes to the  
19 PPA in the First Amendment:

- 1 • Revising the definition of “Delivery Point” to clarify that it is the proxy bus designated  
2 as the Roseton 345 external node or a replacement as the “Delivery Point” for Energy  
3 imported from the NYISO control area; and
- 4 • Eliminating Exhibit F, which is no longer needed as a result in the change in the  
5 definition of “Delivery Point,” which effectively deletes the only reference in the PPA  
6 to Exhibit F.

7 **Q. Please address the Division’s issue relating to the payment of RECs under the PPA.**

8 A. In his September 4 memorandum, Mr. Hahn mentioned that he could not locate the provision  
9 in the PPA permitting the Company to defer payment for RECs until those RECs are created  
10 in the New England Power Pool Generation Information System (GIS). Although that exact  
11 language is not explicitly stated in the PPA, the payment mechanism appears in Section 5.2(a)  
12 of the PPA.

13 **Q. Please describe the payment mechanism in Section 5.2(a).**

14 A. Under Section 5.2(a) of the PPA, the Company does not have an obligation to pay for  
15 RECs before they are created in the GIS. However, the Company can choose, in its sole  
16 discretion, to pay for RECs when it pays for the Energy associated with those RECs, if it  
17 determines that those RECs will be created on the appropriate “Creation Date” in the GIS  
18 (generally about two calendar quarters after the generation occurred) and deposited in the  
19 Company’s GIS account. Unless the Company informs Copenhagen Wind in writing that  
20 it intends to pay for the RECs when it pays for the associated Energy, the Company will

1 pay for the RECs only after they are created and deposited in the appropriate GIS account.  
2 Moreover, under that Section 5.4(a), if the Company elects to pay for RECs prior to the  
3 Creation Date in the GIS and that payment is not consistent with the RECs actually created  
4 and deposited in the appropriate GIS account, any under or overpayment by the Company  
5 will be reconciled.

6 **Q. Could you provide an example of how that would work?**

7 A. Yes. If Energy is generated and Delivered by the Project in January, an invoice will be  
8 sent to the Company on or before February 20 reflecting the charges for that Energy. If the  
9 Company so elects, it can inform Copenhagen Wind in writing that Copenhagen Wind may  
10 include the charges for the RECs associated with that Energy on that same February  
11 invoice. If, however, the Company does not notify Copenhagen Wind in writing that it  
12 may include the charges for those RECs on the February invoice, then Copenhagen Wind  
13 may not invoice the Company for those RECs in the February invoice. Copenhagen must  
14 then invoice the Company after the Creation Date for those RECs, which would be July 15  
15 under the GIS Operating Rules.

16 **Q. Does the Company have any expectation that payment for RECs on a monthly basis**  
17 **with the associated energy, before the creation in the GIS, will be appropriate?**

18 A. Yes. The Company and Copenhagen Wind have discussed GIS operating processes with  
19 APX, the contractor who operates the NEPOOL GIS system. Based on these discussions,  
20 the Company believes that suitable documentation that the RECs associated with the



1 energy invoiced in a given month will be created in GIS may be available. However, the  
2 acceptability of such documentation is solely within the discretion of the Company.

3  
4 **Q. Does this conclude your rebuttal testimony?**

5 A. Yes.