

KEEGAN WERLIN LLP

ATTORNEYS AT LAW
99 HIGH STREET, SUITE 2900
BOSTON, MASSACHUSETTS 02110

(617) 951-1400

TELECOPIER:
(617) 951-1354

March 7, 2019

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

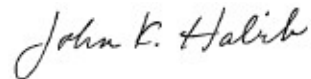
**RE: Review of Proposed Power Purchase Agreements
Pursuant to R.I. Gen. Laws § 39-31
Docket No. 4929**

Dear Ms. Massaro:

Enclosed for filing with the Rhode Island Public Utilities Commission (PUC) are the responses of National Grid¹ to the PUC's First Set of Data Requests.

Please contact me at 617-951-1400 if you have any questions regarding this filing.

Very truly yours,



John K. Habib, Esq.
R.I. Bar # 7431

cc: Docket No. 4929 Service List

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

Docket No. 4929 -- National Grid's Review of PPA w/ WWD Rev I, LLC

Service List updated 2/22/2019

Name/Address	E-mail Distribution	Phone
National Grid John K. Habib, Esq. Keegan Werlin LLP 99 High Street, Suite 2900 Boston, MA 02110	Jhabib@keeganwerlin.com ;	617-951-1354
	MStern@keeganwerlin.com ;	
	Jdunne@keeganwerlin.com ;	
	Corinne.didomenico@nationalgrid.com ;	
	Timothy.brennan@nationalgrid.com ;	
	Joanne.scanlon@nationalgrid.com ;	
Jon Hagopian, Esq. Division of Public Utilities & Carriers 89 Jefferson Blvd. Warwick, RI 02888	Jon.hagopian@dpuc.ri.gov ;	401-784-4775
	John.bell@dpuc.ri.gov ;	
	Ronald.Gerwatowski@dpuc.ri.gov ;	
	Thomas.kogut@dpuc.ri.gov ;	
	Jonathan.Schrag@dpuc.ri.gov ;	
Office of Energy Resources Andrew Marcaccio, Esq. Carol Grant, Commissioner Christopher Kearns, OER Nicholas Ucci, OER	Andrew.Marcaccio@doa.ri.gov ;	
	Christopher.Kearns@energy.ri.gov ;	
	Nicholas.Ucci@energy.ri.gov ;	
	Carol.Grant@energy.ri.gov ;	
John Dalton Carson Robers Power Advisory LLC	crobers@poweradvisoryllc.com ;	
	jdalton@poweradvisoryllc.com ;	
DWW Rev I, LLC Joseph A. Keough Jr., Esquire Keough + Sweeney, Ltd. 41 Mendon Avenue Pawtucket, Rhode Island 02861	jkeoughjr@keoughsweeney.com ;	401-724-3600
File an original & 9 copies w/: Luly E. Massaro, Commission Clerk Cynthia Wilson-Frias, Commission Counsel Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	Luly.massaro@puc.ri.gov ;	401-780-2017
	Alan.nault@puc.ri.gov ;	
	Todd.bianco@puc.ri.gov ;	
	Cynthia.WilsonFrias@puc.ri.gov ;	
	Margaret.Hogan@puc.ri.gov ;	
Orsted US Offshore Wind: Stacy Tingley David Schwartz Jeffrey Grybowski	STATI@orsted.com ;	
	DSCHW@orsted.com ;	
	JEFGR@orsted.com ;	
Coit, Janet, DEM Director Christina Hoefsmit, Esq.	Janet.Coit@dem.ri.gov ;	
	Christina.Hoefsmit@dem.ri.gov ;	
	Mary.Kay@dem.ri.gov ;	
	Ron.Gagnon@dem.ri.gov ;	
	Julia.Livermore@dem.ri.gov ;	
Jesse Saglio, RI Commerce Corporation	jesse.saglio@commerceri.com ;	
	hilary.fagan@commerceri.com ;	

	Kara.Kunst@commerce.ri.gov ;	
Ted Nesi	TNesi@wpri.com ;	
Chris Bergenheim	Bergenheim@pbn.com ;	

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4929
Discovery Log

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	TOPIC	CONFIDENTIAL ATTACHMENT
COMMISSION SET 1						
COMMISSION SET 1	PUC 1-1	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-2	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-3	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-4	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-5	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-6	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-7	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-8	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-9	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-10	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-11	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-12	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-13	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-14	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-15	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-16	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
COMMISSION SET 1	PUC 1-17	2/25/2019	3/7/2019	Timothy J. Brennan and Corinne M. DiDomenico		
DIVISION SET 1						

PUC 1-1

Request:

What does the all-in price of \$98.425/MWH include?

- a. Is there a price for energy? Please quantify.
- b. Is there a price for Renewable Energy Certificates (RECs)? Please quantify.
- c. Is there a price for the construction of transmission? Please quantify.

Response:

The all-in price of \$98.425/MWH includes the Energy and RECs, inclusive of the cost of the delivery facilities.

- a. The energy price is \$71.925/MWh. This is referred to as the "Adjusted Price" in the PPA.
- b. The price for RECs is \$26.50/REC.
- c. The price for the construction of the transmission is included in the all-in price of \$98.425.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4929
In Re: Review of Power Purchase Agreement
Responses to Commission's First Set of Data Requests
Issued on February 25, 2019

PUC 1-2

Request:

What other wholesale market products will the facility generate that are not being procured with this contract and remain with DWW Rev 1, LLC (DWW)?

Response:

The products purchased under the power purchase agreement (PPA) include energy and favorable generation and environmental attributes produced by the Revolution Wind facility, including renewable energy certificates (RECs). While the Narragansett Electric Company is not purchasing capacity from the facility, the PPA requires the facility to interconnect at a level required to participate in the Forward Capacity Market (FCM). Although the PPA does not require DWW to participate in the FCM, in the event that DWW does participate in the FCM during the term of the contract, any FCM revenues or penalties shall remain with DWW.

PUC 1-3

Request:

What entity (or entities) will pay charges associated with the potential Transmission Service Agreement (TSA) described by witness Brennan and DiDomenico on Bates pages 17 and 18 of National Grid's filing?

Response:

All costs associated with delivery of DWW energy products to The Narragansett Electric Company (Narragansett Electric) are incorporated into the fixed price specified in the Power Purchase Agreement (PPA). See PPA Secs. 3.6, 5.1, and Exh. D. This fixed price cannot vary regardless of any TSA issues or circumstances.

As stated on Bates page 17 of the testimony, a corporate affiliate, GridAmericas Holding, Inc. (National Grid Ventures) has entered an option agreement (Option Agreement) with an affiliate of DWW Rev I, LLC, pursuant to which National Grid Ventures has the right to acquire the Delivery Facility (as defined below) at the time of the project's commercial operation date, subject to certain terms and conditions, and will provide transmission service to the Wind Farm and recover its purchase price under a Transmission Services Agreement (TSA). In the event that National Grid Ventures exercises its right to acquire the Delivery Facility and enter into a TSA, Narragansett Electric will not be a party to the TSA and will not pay any charges under the TSA under any circumstances.

See also the response to Data Request PUC 1-9.

PUC 1-4

Request:

What is the planned capacity of the Delivery Facility described by witnesses Brennan and DiDomenico on Bates pages 17 and 18 of National Grid's filing?

- a. Please include any potential expansions the expected design could allow for.
- b. Please also indicate whether those expansions would be considered separate facilities that would, for example, be subject to a separate TSA.

Response:

The DWW Proposal indicates that the capacity of its planned onshore interconnection will be 400 MW. See Proposal, Sec. 6.16, p. 56.

- a. Please refer to DWW's response to this question. DWW is responsible for providing all facilities needed to deliver the Contract Maximum Amount of energy,¹ and the PPA provides a fixed contract price for delivered energy. See PPA Secs. 3.6, 5.1, and Exh. D. This fixed price will not vary based on expansion or changes to the Delivery Facilities. See also the response to Data Request PUC 1-9.
- b. See part a., above. DWW would be the authority on how it may treat or consider any such expansions. However, Narragansett Electric will only make payments under the PPA in connection with the project and will not be responsible for making any payments otherwise.

¹ The PPA defines "Maximum Contract Amount" as: "up to 408 MWh per hour of Energy and a corresponding portion of RECs, which shall be deemed to be 400 MWh per hour until such time as Seller has delivered the Final Proposed Facility Size Notice, and may be further adjusted in accordance with Section 3.3(b)."

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4929
In Re: Review of Power Purchase Agreement
Responses to Commission's First Set of Data Requests
Issued on February 25, 2019

PUC 1-5

Request:

Does the capacity of the Delivery Facility allow for incremental generation beyond the Contract Maximum Amount defined in the Power Purchase Agreement (PPA) as set forth on Bates page 54 of National Grid's filing?

Response:

Please see the response to Data Request PUC 1-4. Even if the Delivery Facility would allow for incremental generation beyond the Contract Maximum Amount, the Narragansett Electric Company has no obligation to purchase any contract products in excess of the Contract Maximum amount under the PPA.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4929
In Re: Review of Power Purchase Agreement
Responses to Commission's First Set of Data Requests
Issued on February 25, 2019

PUC 1-6

Request:

If the answer to PUC 1-5 is "yes," in the case that National Grid Ventures does acquire the Delivery Facility, does National Grid expect that National Grid Ventures will seek a FERC-approved rate that recovers the entire cost of the Delivery Facility, or just the portion necessary to transmit power associated with the Contract Maximum Amount?

Response:

The Narragansett Electric Company (Narragansett Electric) has no information on how DWW or National Grid Ventures may be planning to structure any FERC-approved rate to be used. However, as explained in the responses to Data Requests PUC 1-4 a. and b. and PUC 1-9, DWW's actions in this connection can have no bearing on Narragansett Electric's payment or other obligations.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4929
In Re: Review of Power Purchase Agreement
Responses to Commission's First Set of Data Requests
Issued on February 25, 2019

PUC 1-7

Request:

If the answer to PUC 1-5 is “yes,” or if the Delivery Facility is expandable, in the case that National Grid Ventures does acquire the Delivery Facility, does National Grid expect that National Grid Ventures would offer transmission service to incremental generation above the Contract Maximum Amount at the same FERC-approved rate?

Response:

The Narragansett Electric Company (Narragansett Electric) has no information on what actions DWW or National Grid Ventures may take with regard to the Delivery Facilities. However, as explained in the responses to Data Requests PUC 1-4 a. and b. and PUC 1-9, any such actions will have no effect on Narragansett Electric's payment or other obligations.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4929
In Re: Review of Power Purchase Agreement
Responses to Commission's First Set of Data Requests
Issued on February 25, 2019

PUC 1-8

Request:

Please explain if there is any potential scenario in which incremental generation above the Contract Maximum Amount would lower the charges associated with the potential TSA.

Response:

The Narragansett Electric Company (Narragansett Electric) has no information on whether such a scenario could exist. However, as explained in the responses to Data Requests PUC 1-4 a. and b. and PUC 1-9, any such scenario would have no bearing on Narragansett Electric's payment or other obligations.

PUC 1-9

Request:

Please identify which entities bear the risk of cost overruns associated with the Delivery Facility in the instances that National Grid Venture does or does not acquire the Delivery Facility per the Options Agreement described by witnesses Brennan and DiDomenico on Bates pages 17-18 of National Grid's filing.

Response:

The Narragansett Electric Company is not responsible for the risk of cost overruns associated with the Delivery Facility under any circumstance.

The PPA, Sec. 3.6, provides that: "Seller shall be responsible for all costs associated with (i) interconnection of the Facility at the Interconnection Point, including being capable of satisfying the Capacity Capability Interconnection Standard under the ISO-NE Rules for the CNR Capability of the Facility, and (ii) Delivery of the Energy at the Delivery Point, including the costs of the Network Upgrades, consistent with all standards and requirements set forth by the FERC, ISO-NE, any other applicable Governmental Entity and the Interconnecting Utility. Seller shall be responsible for procuring delivery service to the Delivery Point and all costs associated with it."

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4929
In Re: Review of Power Purchase Agreement
Responses to Commission's First Set of Data Requests
Issued on February 25, 2019

PUC 1-10

Request:

Please explain if any costs associated with the operations and maintenance (O&M) of the Delivery Facility would be passed on to Rhode Island or regional ratepayers through Local or Regional Network Service.

Response:

Article 10.2 of the ISO-NE *pro forma* Large Generator Interconnection Agreement (LGIA) requires that "Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Interconnecting Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades and Distribution Upgrades." As the Interconnection Customer in this instance is the owner of the Delivery Facility, said owner will be responsible for such O&M costs, and these would not be passed on to Rhode Island or regional ratepayers through Local or Regional Network Service.

PUC 1-11

Request:

Please explain what entities would pay the cost of any Distribution Upgrades, Stand-Alone Network Upgrades, Network Upgrades, or any other upgrade costs considered in the Schedules of Section II of the ISO New England Inc. (ISO-NE) Transmission Markets, and Services Tariff (Open Access Transmission Tariff or OATT)? Please explain if these entities would bear incremental O&M costs associated with those upgrades.

Response:

Please see the response to PUC 1-9. Incremental O&M costs associated with such upgrades are assigned by the ISO-NE Tariff to the Generation Owner (in this case DWW), unless such upgrades are identified as Regional Benefit Upgrades in the ISO-NE regional plan. ISO-NE OATT, Schedule 11, Sec. 5. National Grid does not anticipate that any upgrades needed to accommodate the offshore wind project will be identified as Regional Benefit Upgrades in the ISO-NE regional plan.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4929
In Re: Review of Power Purchase Agreement
Responses to Commission's First Set of Data Requests
Issued on February 25, 2019

PUC 1-12

Request:

Section VII of witness Brennan and DiDomenico's testimony indicates some costs associated with the project that National Grid will seek to recover through the Long-Term Contracting for Renewable Energy Recovery (LTCRER) provision. Please identify any other charges on National Grid's Rhode Island customer's bills (excluding supply charges) that will, or could be, affected by cost recovery of any incremental costs associated with this filing and provide estimated impacts, if possible.

Response:

The Company proposes to recover the above-market costs from customers, or credit customers with any below-market costs of the PPA, pursuant to the LTCRER. In addition, the Company proposes to recover remuneration from customers through the LTCRER. The Company's illustrative bill impacts are presented in Schedule NG-9. At this time, the Company has not identified any other charges or incremental costs associated with this filing that would be recovered from Narragansett Electric customers.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4929
In Re: Review of Power Purchase Agreement
Responses to Commission's First Set of Data Requests
Issued on February 25, 2019

PUC 1-13

Request:

Please provide an itemized estimate of the total cost of the Delivery Facilities necessary to deliver any products associated with the Facility, including necessary transmission and distribution system upgrades and O&M costs. Please provide this estimate for each of the three potential PTF interconnection points.

Response:

The Company does not have this information. Please see DWW's response to Data Request PUC 1-5.

PUC 1-14

Request:

Please explain whether National Grid expects any of the costs associated with the Delivery Facility and any necessary system upgrades will be considered a Public Policy Transmission Upgrade per the OATT.

Response:

National Grid does not expect that any of the costs associated with the Delivery Facility or necessary system upgrades will be considered Public Policy Transmission Upgrades.

In order to be considered a Public Policy Transmission Upgrade, ISO New England (ISO-NE) would first need to undertake a Public Policy Transmission Study in response to a request of the New England States Committee on Electricity (NESCOE) or under an alternative procedure for Public Policy Transmission Studies in accordance with Section 4A of Attachment K to the ISO-NE OATT. A Public Policy Transmission Upgrade can only be identified by ISO-NE through a solicitation administered by ISO-NE after the conduct of such a Public Policy Transmission Study by ISO-NE. It would be inconsistent with the ISO-NE OATT to attempt to classify the Delivery Facility or any other facility as a Public Policy Transmission Upgrade if the facility was not identified by ISO-NE under the process set forth in Section 4A of Attachment K.

PUC 1-15

Request:

On Bates page 18, lines 14-17 of National Grid's filing, National Grid witnesses Brennan and DiDomenico state that there will not be an increased cost to Rhode Island customers if National Grid Ventures exercises its option to acquire the Delivery Facility. Please identify the baseline to which the question and answer refer.

Response:

The baseline to which the question and answer refer is the PPA fixed price for as-delivered energy. That is, whether or not National Grid Ventures exercises its right to acquire the Delivery Facility, under the Option Agreement that is discussed on Bates page 17 of the testimony, The Narragansett Electric Company (Narragansett Electric) and its customers will continue to pay only the fixed contract price specified in the PPA. Thus, there will be no increased cost to Narragansett Electric customers. See also the response to Data Request PUC 1-9, above.

PUC 1-16

Request:

Which entity has responsibility for decommissioning transmission facilities? What are those costs and how will they be recovered? Please provide any associated documentation.

Response:

Article 2.4.3 of the *pro forma* ISO-NE Large Generator Interconnection Agreement (LGIA), which is applicable to the Delivery Facility, states that, “[w]ith respect to any portion of the Interconnection Facilities, and any other facilities already installed or constructed pursuant to the terms of this LGIA, Interconnection Customer shall be responsible for all costs associated with the removal, relocation or other disposition or retirement of such materials, equipment, or facilities.” As the Interconnection Customer in this instance is the owner of the Delivery Facility, said owner will be responsible for decommissioning.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4929
In Re: Review of Power Purchase Agreement
Responses to Commission's First Set of Data Requests
Issued on February 25, 2019

PUC 1-17

Request:

What is the definition of "Guaranteed Commercial Operation Date"?

Response:

As provided in PPA, Section 3.1(a)(vii), the "Guaranteed Commercial Operation Date" is January 15, 2024.