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December 23, 2019

Via Electronic Mail and Hand Delivery

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

Re: In Re: The Narragansett Electric Company d/b/a National Grid's Request for Interpretation of RIPUC NG-Gas No. 101 Regarding International Packaging Corporation's Request to Convert Capacity Exempt Load to Capacity Assigned Load

Dear Ms. Massaro:

Enclosed for filing in the above-referenced matter are an original and nine (9) copies of the Petition of the Narragansett Electric Company d/b/a National Grid for Declaratory Judgment. This petition is being filed pursuant to Rhode Island Public Utilities Commission Rule 810-RICR-00-00-1.11(c) and R.I. Gen. Laws §§ 39-30-2 and 42-35-8. Through this Petition for Declaratory Judgment, The Narragansett Electric Company d/b/a National Grid seeks confirmation of its interpretation of RIPUC NG-GAS No. 101 through the following declarations:

- The Gas Tariff does not provide a right for a customer to convert a capacity exempt FT-1 Transportation Service account to a capacity assigned account;
- The Gas Tariff does not provide a right for a customer to increase its capacity assignment on an existing capacity assigned account because the customer is decreasing load served by a capacity exempt account;
- The Gas Tariff authorizes the Company to increase the amount of capacity assigned to a capacity assigned account, so long as the Company's analysis of the request for additional gas load concludes that the Company has sufficient capacity available to

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provide the assignment without jeopardizing safe and reliable service for all customers;
and

- Under the facts and circumstances regarding the International Packaging Corporation's (InterPak) request, the Gas Tariff permits the Company to provide an additional capacity assignment to InterPak's Capacity Assigned Account to serve the additional capacity requested, so long as the Company's analysis concludes that the Company has sufficient capacity available to do so.

Thank you for your attention to this matter.

Very truly yours,



Adam M. Ramos

AMR:cw

Enclosures

59434559 (57972.181759)

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

IN RE: THE NARRAGANSETT ELECTRIC COMPANY D/B/A NATIONAL GRID'S REQUEST FOR INTERPRETATION OF RIPUC NG-GAS NO. 101 REGARDING INTERNATIONAL PACKAGING CORPORATION'S REQUEST TO CONVERT CAPACITY EXEMPT LOAD TO CAPACITY ASSIGNED LOAD	Docket No. _____
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PETITION OF THE NARRAGANSETT ELECTRIC COMPANY d/b/a NATIONAL GRID FOR DECLARATORY JUDGMENT

Petitioner The Narragansett Electric Company d/b/a National Grid (the Company), by and through its undersigned attorneys, hereby petitions the Rhode Island Public Utilities Commission (the PUC) for declaratory judgment seeking a declaration regarding its rights and obligations under RIPUC NG-GAS No. 101 (the Gas Tariff). As and for its petition, the Company states and alleges as follows:

Parties

1. National Grid is a gas distribution company as defined in R.I. Gen. Laws § 39-30-
- 2.
2. International Packaging Corporation (InterPak) is a Rhode Island corporation, with its principal place of business at 517 Mineral Spring Avenue, Pawtucket, Rhode Island.

Jurisdiction

3. The PUC has jurisdiction over this matter pursuant to its authority “to hold . . . hearings involving the . . . tariffs . . . of . . . gas . . . utilities[,]” R.I. Gen. Laws § 39-1-3, and its authority to issue declaratory rulings “that interpret[] or appl[y] a statute administered by the agency, or state[] whether, or in what manner, a rule, guidance document, or order issued by the agency applies to the petitioner.” R.I. Gen Laws § 42-35-8. This Petition seeks a declaratory judgment interpreting the Company’s rights and obligations under RIPUC NG-GAS No. 101.

Accordingly, the Company brings this petition pursuant to Rule 810-00-00-1.11(c) of the PUC's Rules of Practice and Procedure.

Facts

4. InterPak receives gas distribution service from the Company on at least two accounts subject to Rate 33 under the Gas Tariff.

5. One of InterPak's accounts is a capacity exempt FT-1 transportation service account serving 517 Mineral Spring Avenue in Pawtucket, Rhode Island (the Capacity Exempt Account).

6. One of InterPak's accounts is a capacity assigned FT-1 transportation service account serving 543 Mineral Spring Avenue in Pawtucket, Rhode Island (the Capacity Assigned Account). The Capacity Assigned Account currently uses approximately 56,000 therms per year.

7. InterPak has requested that the Company terminate the Capacity Exempt Account and increase the load served by the Capacity Assigned Account by the amount of load heretofore served by the Capacity Exempt Account. If the Company honored this request, then the annual usage on the Capacity Assigned Account would nearly quadruple to approximately 204,000 therms per year.

8. The Company does not maintain pipeline capacity and planning load to serve capacity exempt customers. Third-party marketers who provide gas supply to such customers are responsible for procuring the necessary pipeline capacity to deliver the load to these capacity exempt customers. If the load the Company delivers to capacity exempt customers decreases, it does not result in an increase in the capacity the Company has available to assign to customers.

9. If InterPak terminates the Capacity Exempt Account, the Company does not then realize a corresponding increase in capacity available to assign to capacity assigned customers, including InterPak and its Capacity Assigned Account.

10. Under the Gas Tariff, the Company can increase the capacity assigned to a capacity assigned account – but only if the Company has sufficient capacity available to do so.

11. When the Company receives a request for additional gas load and a corresponding increased capacity assignment, the Company analyzes whether it has sufficient local distribution capacity and sufficient pipeline capacity available to serve the customer.

12. The Company is analyzing whether it has sufficient pipeline capacity to serve the newly requested load.

13. The Gas Tariff does not provide customers with a right to convert a capacity exempt account into a capacity assigned account. Nor does the Gas Tariff include a mechanism that permits such a conversion.

14. The Gas Tariff does not provide customers with a right to transfer load from an existing capacity exempt account to an existing capacity assigned account. Nor does the Gas Tariff include a mechanism that permits such a conversion.

15. The Gas Tariff does not provide a customer with a right or a guarantee that a request for additional gas load to an account will be granted. Rather, the Gas Tariff expressly provides that the Company evaluates such requests to determine whether it can fulfill them without jeopardizing safe and reliable service for all customers. If the Company's analysis indicates that it can do so, then the Company will grant the request and provide the necessary additional capacity assignment. If the Company's analysis concludes that it does not have sufficient capacity available, then the Company must deny the request.

16. The fact that a customer requesting additional gas load and an increased capacity assignment also has an existing capacity exempt account that it is offering to terminate is immaterial to the Company's determination under the Gas Tariff of whether the customer can receive the additional gas load and increased capacity assignment.

17. The Company and InterPak currently dispute whether InterPak should receive an increased capacity assignment for the Capacity Assigned Account.

WHEREFORE, National Grid respectfully requests that the PUC issue a Declaratory Judgment, declaring as follows:

1. The Gas Tariff does not provide a right for a customer to convert a capacity exempt FT-1 Transportation Service account to a capacity assigned account;

2. The Gas Tariff does not provide a right for a customer to increase its capacity assignment on an existing capacity assigned account because the customer is decreasing load served by a capacity exempt account;

3. The Gas Tariff authorizes the Company to increase the amount of capacity assigned to a capacity assigned account, so long as the Company's analysis of the request for additional gas load concludes that the Company has sufficient capacity available to provide the assignment without jeopardizing safe and reliable service for all customers; and

4. Under the facts and circumstances regarding InterPak's request, the Gas Tariff permits the Company to provide an additional capacity assignment on the Capacity Assigned Account to serve the additional capacity requested, so long as the Company's analysis concludes that the Company has sufficient capacity available to do so.

Respectfully submitted,

The Narragansett Electric Company d/b/a
National Grid
By its Attorneys,

/s/ Adam M. Ramos

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Dated: December 23, 2019