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Adam M. Ramos
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Direct Dial: 401-457-5164

January 30, 2020

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 Company's¹ responses to the First Set of Data Requests from the Division of Public Utilities (Division).

This filing includes a Motion for Protective Treatment of Confidential Information in accordance with Rule 1.2(g) of the PUC's Rules of Practice and Procedure and R.I. Gen Laws § 38-2-2(4)(B) for the Company's responses to data request Division 1-1 and data request Division 1-7. The Company seeks protection from public disclosure of certain confidential information contained in Attachment DIV 1-1 and Attachment DIV 1-7. The redacted portions of Attachment DIV 1-1 contain customer specific information, including account numbers and cellular telephone numbers, which should be treated as confidential and non-public. Attachment DIV 1-7 includes account numbers, account specific information, and gas distribution infrastructure information, all of which should be treated as confidential and non-public. The Company has included redacted copies Attachment DIV 1-1 and a slipsheet reference for Attachment DIV 1-7 for inclusion in the public filing.

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

January 30, 2020

Page 2

Thank you for your attention to this matter.

Very truly yours,



Adam M. Ramos

AMR:cw

Enclosures

cc: Docket 4999 Service List (via e-mail)

59635886 (57972.181759)

**Docket No. 4999 – Narragansett Electric Co. d/b/a National Grid (Gas)
Petition for Declaratory Judgment - Service List 1/15/2020**

Name/Address	E-mail Distribution	Phone
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	cwhaley@hinckleyallen.com ;	
Jennifer Brooks Hutchinson, Esq. National Grid	Jennifer.Hutchinson@nationalgrid.com ;	781-907-2121
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	John.bell@dpuc.ri.gov ;	
	Jonathan.Schrag@dpuc.ri.gov ;	
	dmacrae@riag.ri.gov ;	
	MFolcarelli@riag.ri.gov ;	
International Packaging Corp. Robert M. Duffy, Esq. Duffy & Sweeney, Ltd. 321 South Main Street, Suite 400 Providence, RI 02903	Rduffy@duffysweeney.com ;	401—455-0700
File an original & nine (9) copies w/: Luly E. Massaro, Commission Clerk Margaret Hogan, Commission Counsel Public Utilities Commission 89 Jefferson Blvd. Warwick RI 02888	Luly.massaro@puc.ri.gov ;	401-780-2107
	Margaret.hogan@puc.ri.gov ;	
	Cynthia.WilsonFrias@puc.ri.gov ;	
	Sharon.ColbyCamara@puc.ri.gov ;	
	Todd.bianco@puc.ri.gov ;	
	Alan.nault@puc.ri.gov ;	

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. 4999

**NATIONAL GRID'S MOTION FOR PROTECTIVE TREATMENT OF
CONFIDENTIAL INFORMATION**

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

I. BACKGROUND

On January 9, 2020, the Rhode Island Division of Public Utilities and Carriers (the Division) served the Division's First Set of Data Requests Directed to National Grid (Division Set 1). Division Set 1 included data request Division 1-1, which asked the Company to:

Provide all communications between the Company and InterPak from January 1, 2019 through the date of these requests that relate to InterPak's request to the Company to "...terminate the Capacity Exempt Account and increase the load served by the Capacity Assigned Account..." as averred in Paragraph No. 7 of the Petition.

Division Set 1 also included data request Division 1-7, which asked that the Company:

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

Provide diagram(s) that depict(s) the facilities, the meter and distribution gas pipe for the following:

- a. Gas service for InterPak at 517 Mineral Spring Avenue, Pawtucket, RI.; and
- b. Gas service for InterPak at 543 Mineral Spring Avenue, Pawtucket, RI.

On January 30, 2020, the Company filed its responses to Division Set 1. The response to data request Division 1-1 included Attachment DIV 1-1. Attachment DIV 1-1 is comprised of emails between the Company and International Packaging Corporation (InterPak). Some of those emails contain confidential information about InterPak and its representatives, including InterPak's account number and InterPak's president's cellular telephone number. The response to data request Division 1-7 included Attachment DIV 1-7, which consists of a diagram containing: (a) information about the piping infrastructure providing gas service to InterPak, and (b) specific account number and other customer-specific information about InterPak. The Company seeks protection of this confidential information in Attachment DIV 1-1 and Attachment DIV 1-7 from public disclosure. Consequently, National Grid provided both a redacted public version and an unredacted confidential version of Attachment DIV 1-1 and only a confidential version of Attachment DIV 1-7 with its filing.

II. LEGAL STANDARD

810-RICR-00-00-1.3(H)(1) provides that access to public records shall be granted in accordance with the Access to Public Records Act (APRA), R.I. Gen. Laws § 38-2-1, *et seq.* Under APRA, all documents and materials submitted in connection with the transaction of official business by an agency is deemed to be a "public record," unless the information contained in such documents and materials falls within one of the exceptions specifically identified in R.I. Gen. Laws § 38-2-2(4). Therefore, to the extent that information provided to

the PUC falls within one of the designated exceptions to the public records law, the PUC has the authority under the terms of APRA to deem such information to be confidential and to protect that information from public disclosure.

In that regard, R.I. Gen. Laws § 38-2-2(4)(A)(I)(b) provides that the following types of records shall not be deemed public: “Personnel and other personal individually identifiable records otherwise deemed confidential by federal or state law or regulation, or the disclosure of which would constitute a clearly unwarranted invasion of personal privacy pursuant to 5 U.S.C. § 552 et seq.” Additionally, R.I. Gen. Laws § 38-2-2(4)(B) provides that “Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature” also shall not be considered public records. With respect to this second category of non-public records, the Rhode Island Supreme Court has held that this confidential information exemption applies where disclosure of information would be likely either to (1) impair the Government’s ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained. *Providence Journal Company v. Convention Center Authority*, 774 A.2d 40 (R.I. 2001). This test is satisfied when information is voluntarily provided to a governmental agency and that information is of a kind that would customarily not be released to the public by the person from whom it was obtained. *Providence Journal*, 774 A.2d at 47.

III. BASIS FOR CONFIDENTIALITY

The confidential information contained in Attachment DIV 1-1 and Attachment DIV 1-7 includes personally identifiable information about an individual, the disclosure of which would constitute an invasion of privacy. Specifically, the personal cellular telephone number of the president of InterPak should not be made public. Additionally, the InterPak account numbers

and other account information constitute confidential commercial information of the type that the Company ordinarily would not make public. Specifically, it is the Company's standard policy and the reasonable expectation of its customers that the Company will not share customer account numbers and account information. Furthermore, public disclosure of such information would create a risk of harm to InterPak from potential misuse. Additionally, Attachment DIV 1-7 contains information about gas service infrastructure, which the Company ordinarily does not share with the public and which, if revealed publicly, could be used by a wrongful actor to interfere with the Company's ability to provide gas service to InterPak.

This information falls within the categories of information excluded from the APRA definition of public records and protected from public disclosure. There is no countervailing public interest that would warrant disclosure of this sensitive information and maintaining the confidentiality of this information will not impact the evaluation of the matters at issue in this petition. This information is intended to be private, confidential, and proprietary and is not information that National Grid would ordinarily make public.

IV. CONCLUSION

Accordingly, National Grid requests that the Division grant protective treatment to the above-described information contained in the confidential version of Attachment DIV 1-1 and in Attachment DIV 1-7.

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

/s/ Adam M. Ramos

Adam M. Ramos (#7591)
Hinckley, Allen & Snyder LLP
100 Westminster Street, Suite 1500
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(401) 274-2000
(401) 277-9600 (Fax)
aramos@hinckleyallen.com

Dated: January 30, 2020

**Docket No. 4999 – Narragansett Electric Co. d/b/a National Grid (Gas)
Petition for Declaratory Judgment - Service List 1/15/2020**

Name/Address	E-mail Distribution	Phone
Narragansett Electric Co. Adam M. Ramos, Esq. Hinckley, Allen & Snyder 100 Westminster St., Suite 1500 Providence, RI 02903	aramos@haslaw.com ;	
	cwhaley@hinckleyallen.com ;	
Jennifer Brooks Hutchinson, Esq. National Grid	Jennifer.Hutchinson@nationalgrid.com ;	781-907-2121
	Joanne.scanlon@nationalgrid.com ;	
Division of Public Utilities & Carriers Leo Wold, Esq.	Leo.Wold@dpuc.ri.gov ;	401-780-2130
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International Packaging Corp. Robert M. Duffy, Esq. Duffy & Sweeney, Ltd. 321 South Main Street, Suite 400 Providence, RI 02903	Rduffy@duffysweeney.com ;	401—455-0700
File an original & nine (9) copies w/: Luly E. Massaro, Commission Clerk Margaret Hogan, Commission Counsel Public Utilities Commission 89 Jefferson Blvd. Warwick RI 02888	Luly.massaro@puc.ri.gov ;	401-780-2107
	Margaret.hogan@puc.ri.gov ;	
	Cynthia.WilsonFrias@puc.ri.gov ;	
	Sharon.ColbyCamara@puc.ri.gov ;	
	Todd.bianco@puc.ri.gov ;	
	Alan.nault@puc.ri.gov ;	

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4999

In Re: Request for Interpretation of RIPUC NG-Gas No. 101
Regarding International Packaging Corporation's (InterPak) Request to
Convert Capacity Exempt Load to Capacity Assigned Load
Responses to the Division's First Set of Data Requests
Issued on January 9, 2020

Division 1-1

Request:

Provide all communications between the Company and InterPak from January 1, 2019 through the date of these requests that relate to InterPak's request to the Company to "...terminate the Capacity Exempt Account and increase the load served by the Capacity Assigned Account..." as averred in Paragraph No. 7 of the Petition.

Response:

The Narragansett Electric Company d/b/a National Grid (the Company) has identified communications between the Company President and InterPak that are responsive to this data request. Please see Attachment DIV 1-1 for copies of email chains related to InterPak's request as described in Paragraph No. 7 of the Petition.

The Company has not performed an exhaustive search of all communications between all Company personnel and all InterPak personnel to determine whether there are other communications that related to InterPak's request. The emails contained in Attachment DIV 1-1 are the records of the key communications between the Company and InterPak.

There have been numerous oral communications between InterPak and the Company regarding this request in addition to the communications reflected in Attachment DIV 1-1, including communications that post-date the communications reflected in Attachment DIV 1-1. In those additional oral communications, the Company has communicated to InterPak the importance of adhering to the terms of RIPUC NG-Gas No. 101 (the Gas Tariff), and that a sophisticated and nuanced analysis is necessary to determine whether the Company will be able to fulfill the request – even if it is permitted under the Gas Tariff. The Company also communicated with InterPak regarding the details of other potential options to meet InterPak's needs, including demand response programs, energy efficiency measures, and alternative fuel arrangements. Moreover, after the last of the communications reflected in Attachment DIV 1-1, the Company President explained to InterPak that the Company needed to file this Petition to obtain regulatory clarity on whether the Company can provide the service InterPak has requested under the Gas Tariff, and, if so, how the Company can provide that service. The Company President further communicated with InterPak to clarify that the Company is not seeking to prevent InterPak from receiving the requested service, but rather is taking all the necessary legal and practical steps to determine whether it is possible for the Company to provide the service in the manner InterPak has requested.

Ramos, Adam M.

From: Sobolewski, Terence <Terence.Sobolewski@nationalgrid.com>
Sent: Tuesday, December 3, 2019 6:08 PM
To: John Kilmartin
Subject: Re: EXT || Phone discussion 11/18 - follow up information?

Thanks for your note John. The teams have been working the actions we discussed. Let me check with them in the morning and will call you by end of the day tomorrow with status.

On Dec 3, 2019, at 5:09 PM, John Kilmartin <jkilmartin@interpak.com> wrote:

Terry,

I was wondering when we might receive some additional feedback as a result of our telephone discussions of a couple of weeks ago.

Please note that Marisa Albanese did send me information regarding some Energy Efficiency programs and we are evaluating those details but we are still waiting for your feedback on other points that we discussed, especially, the question of expanding our service for our account [REDACTED] which is located on Mineral Spring Ave.

Looking forward to your to update. Please note that I will be traveling overseas next week so any feedback this week would be great.

Sincerely,

John

From: John Kilmartin
Sent: Tuesday, November 19, 2019 2:16 PM
To: Sobolewski, Terence <Terence.Sobolewski@nationalgrid.com>
Cc: Bill Krolicki <bkrolicki@interpak.com>; Schuster, Brian E. <Brian.Schuster@nationalgrid.com>
Subject: RE: EXT || Phone discussion 11/18

Terry,

Please let me share some comments regarding your most recent e-mail and, specifically, your comments regarding point (3b).

You indicated that you could not implement an expansion of our current "Capacity" service at our Mineral Spring Ave facility because it was in your opinion not in-line with the "spirit" of some undefined regulation. I found that confusing and quite shocking. Please let me know if I misunderstood your comments.

I clearly understood that you would confer with Linda George on this question as to whether the "spirit" of some regulation prevents National Grid from expanding the existing Capacity service of our Mineral Spring Ave facility?

Please note that when we discussed this point and you offered to confer with Linda George, we had not yet discussed anything relating to "applicable law with respect to shifting usage from one account to another" (in other words, what would happen to our Capacity Exempt services if the facilities / business had new owners). Your suggestion to confer with Linda George was clearly made to allow yourself a second opinion as it relates to our interest in expanding this existing Capacity service that we have. It had nothing to do with shifting account usage.

Let me be clear in our request as it relates to this point, will National Grid investigate how we can expand the existing Capacity service at our Mineral Spring Ave facility? If not, please explain why not.

Please let us know your comments or questions.

Sincerely,

John

From: Sobolewski, Terence [<mailto:Terence.Sobolewski@nationalgrid.com>]
Sent: Tuesday, November 19, 2019 12:33 PM
To: John Kilmartin <jkilmartin@interpak.com>
Cc: Bill Krolicki <bkrolicki@interpak.com>; Schuster, Brian E. <Brian.Schuster@nationalgrid.com>
Subject: Re: EXT || Phone discussion 11/18

John,

This broadly reflects our conversation John and I have the actions listed under #4 below.

A few points of clarification...

For demand response (3a), it may not require that you shut down operations. For example, by "preheating" your spaces, you could move some of your demand on an hourly basis which may have some value to you depending on how your supply contracts are structured.

Regarding the idea of shifting usage from one account to another (3b), I provided our interpretation of the tariff as it relates to Capacity Exempt accounts. The action listed as 4d was intended to reflect a discussion with Linda George around the appropriate legal/regulatory pathway to obtain clarity from the Division of Public Utilities and Carriers and/or the Public Utilities Commission regarding an interpretation of applicable law with respect to shifting usage from one account to another. While we are very eager to resolve this issue, please understand we are required to adhere to our tariff, the regulations and Rhode Island law, which govern our operations as a public utility. We are simply trying to do the right thing for all customers.

Regarding alternative fuel sources (3d), I offered a general indicative view of the potential investment that may be required to use fuel oil as an alternative heat source. The figure of \$500k was not definitive nor specific to your facility.

I'm available on my cell at [REDACTED] any time if you would like to discuss further. Meanwhile, we will work the follow up items as quickly as possible. Additionally, I would be happy to have our next conversation in person if it would be helpful. Please let me know what would be best for you.

Thank you,
Terry

From: John Kilmartin <jkilmartin@interpak.com>
Date: Tuesday, November 19, 2019 at 10:23 AM
To: Terence Sobolewski <Terence.Sobolewski@nationalgrid.com>
Cc: Bill Krolicki <bkrolicki@interpak.com>
Subject: EXT || Phone discussion 11/18

Dear Terry,

Thank you for your call yesterday though I must admit that I was disappointed with the information that you shared.

The following are my notes to what we discussed:

- 1) You highlighted that the high level of demand for gas causes problems relative to the level of supply.
- 2) You stated that for Interpak to comeback to "Capacity" there are a number of hurdles such as:
 - a. Demand by other customers
 - b. Regulatory issues
 - c. Procurement of additional capacity
- 3) You offered that the following options had been discussed internally by National Grid as possible solutions for Interpak:
 - a. You suggested that Interpak could re-orient towards an energy response program which as I understand it, suggests that we should reduce our gas usage (i.e. close down operations) during high demand periods.
 - b. You seem to rule out the option of expanding our Capacity service at our main Mineral Spring Ave. facility because you felt this option in your opinion was not in line with "the spirit of the Regulations"!!!!!!
 - c. You suggested that we renegotiate our purchasing of gas from 3rd party supplier (currently Sprague Energy) which I indicated that we had already attempted.
 - d. You suggested that Interpak should consider a "dual fuel solution" to lower our gas capacity requirements which as I understand to be that we should add a new oil tank and oil fueled boiler to our facilities so that we could buy this fuel in place of gas for a few days a year in the winter to lower our capacity requirements. You noted that this option would require over a \$500,000.00 capital investment.
 - e. You suggested that we should revisit some of the Energy Efficiency Improvement programs offered by National Grid to lower our heating costs.

- f. We discussed the fact that there are no contracts or agreements between International Packaging and National Grid or any other parties that allow this situation to continue or establishes the situation that currently exists.
- 4) The "follow ups" that we noted:
 - a. You were to confirm to me whether any contractual or legal agreements exists between National Grid and International Packaging relating to this issue.
 - i. Note: it was stated that there is a list of 85 customers which have been designated as Capacity Exempt by National Grid one of whom is International Packaging, could you advise me how, when & by whom was this list was determined and that International Packaging agreed to be this list.
 - b. You were to send me the legal or regulatory basis of your decisions not to allow International Packaging change from a Capacity Exempt designation to a Capacity designation.
 - c. You were to send me any recent proposals that National Grid has made to International Packaging regarding Energy Efficiency Programs.
 - d. You were to confer with Linda George to discuss the option of expanding the Capacity Service at our Mineral Spring Ave facility despite your personal opinion regarding "the spirit" of a regulation. Please note, I find this decision making approach ("spirit of...") very disappointing.
 - e. You were to investigate the impact of our Capacity Exempt status if the facilities and / or business had new ownership.

Please let me know if you might comment on these summary notes and I look forward to your follow up.

Sincerely,

John

John Kilmartin – President
International Packaging Corp.
517 Mineral Spring Ave
Pawtucket, RI 02860
Direct (401) 288-6020
Office (401) 724-1600
<http://www.interpak.com>

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REDACTED

The Narragansett Electric Company

d/b/a National Grid

RIPUC Docket No. 4999

In Re: Request for Interpretation of RIPUC NG-Gas No. 101

Regarding International Packaging Corporation's (InterPak) Request to

Convert Capacity Exempt Load to Capacity Assigned Load

Attachment DIV 1-1

Page 5 of 12

Ramos, Adam M.

From: John Kilmartin <jkilmartin@interpak.com>
Sent: Wednesday, December 18, 2019 2:29 PM
To: Sobolewski, Terence
Subject: RE: EXT || Phone discussion 11/18 - follow up information?

Terry,

Per your previous communication, I understand that National Grid is considering filing a "petition of Declaratory Judgement". This is an interesting development but not one that I consider exciting in that there is no time-line for the submission and decision by the Commission. In addition, you seem to imply that if the Commission does agree with the petition, we would then need to wait for National Grid to determine when they might have available capacity under your supply agreements. This approach looks like it might take years. It, certainly, does not appear that our extremely difficult position would be resolved in the near future (i.e. in the next six months). Please let me know if you would anticipate otherwise.

It, therefore, appears to us that if this is your leading suggested solution, it has little urgency to it.

Per my e-mail and communications that we shared in November, please be aware that we have engaged in the following:

- 1) As you suggested, we have become aware of the Demand Response program offered by National Grid. This program, frankly, does not directly address our current challenge and is not an ideal arrangement for our manufacturing business. We will, however, keep it in mind.
- 2) As you suggested, we have engaged our 3rd party gas vendor to (re) negotiate our current pricing structure. Again, this suggestion does not directly address our current challenge though we will continue the effort.
- 3) Your suggestion of installing a new dual-fuel capability does not help with our challenge because of the very high capital investment needed to implement.
- 4) You suggested that we investigate further the National Grid Energy Efficiency Improvement program. Please note that we have participated in this program in the past and will continue to look for practical opportunities to use it in the future but, again, it does not directly address the challenge we are facing.

This leads to three points that were communicated in November that have not been addressed:

- 1) Feedback as to what would happen to the Capacity Exempt designation if the facility and / or business had new ownership. Are you able to provide this feedback?
- 2) Documentation of any agreements or contracts that define the details of our Capacity Exempt designation including documentation that we are required to carry such a designation indefinitely into the future.
- 3) Most importantly, the rationale of NOT allowing us to expand our Capacity Service that is available at our main Mineral Spring Avenue factory. It is very concerning that National Grid, apparently, does not appear to be interested in implementing this viable option to resolve our problem because National Grid has taken the stance that such an action would not meet "the spirit" of a regulation. Could you advise us if this is or is not an option that we can pursue.

We do thank you for your personal interest in our plight and we look forward to your feedback on the three points noted above as well as the likelihood that the proposed petition would be a timely solution as well.

Wishing you a Merry Christmas and Happy Holidays.

John

John Kilmartin – President
International Packaging Corp.
517 Mineral Spring Ave
Pawtucket, RI 02860
Direct (401) 288-6020
Office (401) 724-1600
<http://www.interpak.com>

From: Sobolewski, Terence [<mailto:Terence.Sobolewski@nationalgrid.com>]

Sent: Saturday, December 07, 2019 8:44 AM

To: John Kilmartin <jkilmartin@interpak.com>

Subject: Re: EXT || Phone discussion 11/18 - follow up information?

The Declaratory Judgement is a filing with the state utilities commission (our regulator) to have them clarify whether we can make the change in service as we've discussed.

If they approve, and if we have the available capacity under our own supply agreements, we can move forward.

May be easier to explain on the phone if you have further questions. I'm available at your convenience throughout the day today.

On Dec 7, 2019, at 8:29 AM, John Kilmartin <jkilmartin@interpak.com> wrote:

Terry,

Thank you for your e-mail. As I had mentioned, I will be out of the country next week so, hopefully, we can speak together the week of December 12th.

Could you please let me know what "the Petition of Declaratory Judgement" is in terms of our situation and what is the goal of such an action.

Thank you.

John

From: Sobolewski, Terence [<mailto:Terence.Sobolewski@nationalgrid.com>]

Sent: Friday, December 06, 2019 4:09 PM

To: John Kilmartin <jkilmartin@interpak.com>

Subject: Re: EXT || Phone discussion 11/18 - follow up information?

John,

Our legal team has finished drafting the Petition for Declaratory Judgement and we are planning to file with the Commission middle of next week. I don't yet have a sense for how quickly they will act but will be sure to update you as soon as I have some additional information.

I'm available on my cell any time if you'd like to talk directly. [REDACTED]

Have a great weekend and a safe trip next week.

Best,
Terry

From: John Kilmartin <jkilmartin@interpak.com>
Date: Tuesday, December 3, 2019 at 5:09 PM
To: Terence Sobolewski <Terence.Sobolewski@nationalgrid.com>
Subject: RE: EXT || Phone discussion 11/18 - follow up information?

Terry,

I was wondering when we might receive some additional feedback as a result of our telephone discussions of a couple of weeks ago.

Please note that Marisa Albanese did send me information regarding some Energy Efficiency programs and we are evaluating those details but we are still waiting for your feedback on other points that we discussed, especially, the question of expanding our service for our account [REDACTED] which is located on Mineral Spring Ave.

Looking forward to your to update. Please note that I will be traveling overseas next week so any feedback this week would be great.

Sincerely,

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From: John Kilmartin
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To: Sobolewski, Terence <Terence.Sobolewski@nationalgrid.com>
Cc: Bill Krolicki <bkrolicki@interpak.com>; Schuster, Brian E. <Brian.Schuster@nationalgrid.com>
Subject: RE: EXT || Phone discussion 11/18

Terry,

Please let me share some comments regarding your most recent e-mail and, specifically, your comments regarding point (3b).

You indicated that you could not implement an expansion of our current "Capacity" service at our Mineral Spring Ave facility because it was in your opinion not in-line with the "spirit" of

some undefined regulation. I found that confusing and quite shocking. Please let me know if I misunderstood your comments.

I clearly understood that you would confer with Linda George on this question as to whether the "spirit" of some regulation prevents National Grid from expanding the existing Capacity service of our Mineral Spring Ave facility?

Please note that when we discussed this point and you offered to confer with Linda George, we had not yet discussed anything relating to "applicable law with respect to shifting usage from one account to another" (in other words, what would happen to our Capacity Exempt services if the facilities / business had new owners). Your suggestion to confer with Linda George was clearly made to allow yourself a second opinion as it relates to our interest in expanding this existing Capacity service that we have. It had nothing to do with shifting account usage.

Let me be clear in our request as it relates to this point, will National Grid investigate how we can expand the existing Capacity service at our Mineral Spring Ave facility? If not, please explain why not.

Please let us know your comments or questions.

Sincerely,

John

From: Sobolewski, Terence [<mailto:Terence.Sobolewski@nationalgrid.com>]
Sent: Tuesday, November 19, 2019 12:33 PM
To: John Kilmartin <jkilmartin@interpak.com>
Cc: Bill Krolicki <bkrolicki@interpak.com>; Schuster, Brian E. <Brian.Schuster@nationalgrid.com>
Subject: Re: EXT || Phone discussion 11/18

John,

This broadly reflects our conversation John and I have the actions listed under #4 below.

A few points of clarification...

For demand response (3a), it may not require that you shut down operations. For example, by "preheating" your spaces, you could move some of your demand on an hourly basis which may have some value to you depending on how your supply contracts are structured.

Regarding the idea of shifting usage from one account to another (3b), I provided our interpretation of the tariff as it relates to Capacity Exempt accounts. The action listed as 4d was intended to reflect a discussion with Linda George around the appropriate legal/regulatory pathway to obtain clarity from the Division of Public Utilities and Carriers and/or the Public Utilities Commission regarding an interpretation of applicable law with respect to shifting usage from one account to another. While we are very eager to resolve this issue, please understand we are required to adhere to our tariff, the regulations and Rhode Island law, which govern our operations as a public utility. We are simply trying to do the right thing for all customers.

Regarding alternative fuel sources (3d), I offered a general indicative view of the potential investment that may be required to use fuel oil as an alternative heat source. The figure of \$500k was not definitive nor specific to your facility.

I'm available on my cell at [REDACTED] any time if you would like to discuss further. Meanwhile, we will work the follow up items as quickly as possible. Additionally, I would be happy to have our next conversation in person if it would be helpful. Please let me know what would be best for you.

Thank you,
Terry

From: John Kilmartin <jkilmartin@interpak.com>
Date: Tuesday, November 19, 2019 at 10:23 AM
To: Terence Sobolewski <Terence.Sobolewski@nationalgrid.com>
Cc: Bill Krolicki <bkrolicki@interpak.com>
Subject: EXT | | Phone discussion 11/18

Dear Terry,

Thank you for your call yesterday though I must admit that I was disappointed with the information that you shared.

The following are my notes to what we discussed:

- 1) You highlighted that the high level of demand for gas causes problems relative to the level of supply.
- 2) You stated that for Interpak to comeback to "Capacity" there are a number of hurdles such as:
 - a. Demand by other customers
 - b. Regulatory issues
 - c. Procurement of additional capacity
- 3) You offered that the following options had been discussed internally by National Grid as possible solutions for Interpak:
 - a. You suggested that Interpak could re-orient towards an energy response program which as I understand it, suggests that we should reduce our gas usage (i.e. close down operations) during high demand periods.
 - b. You seem to rule out the option of expanding our Capacity service at our main Mineral Spring Ave. facility because you felt this option in your opinion was not in line with "the spirit of the Regulations"!!!!!!
 - c. You suggested that we renegotiate our purchasing of gas from 3rd party supplier (currently Sprague Energy) which I indicated that we had already attempted.
 - d. You suggested that Interpak should consider a "dual fuel solution" to lower our gas capacity requirements which as I understand to be that we should add a new oil tank and oil fueled boiler to our facilities so that we could buy this fuel in place of gas for a few days a year in the winter to lower our capacity requirements. You noted that this option would require over a \$500,000.00 capital investment.

- e. You suggested that we should revisit some of the Energy Efficiency Improvement programs offered by National Grid to lower our heating costs.
 - f. We discussed the fact that there are no contracts or agreements between International Packaging and National Grid or any other parties that allow this situation to continue or establishes the situation that currently exists.
- 4) The "follow ups" that we noted:
- a. You were to confirm to me whether any contractual or legal agreements exists between National Grid and International Packaging relating to this issue.
 - i. Note: it was stated that there is a list of 85 customers which have been designated as Capacity Exempt by National Grid one of whom is International Packaging, could you advise me how, when & by whom was this list was determined and that International Packaging agreed to be this list.
 - b. You were to send me the legal or regulatory basis of your decisions not to allow International Packaging change from a Capacity Exempt designation to a Capacity designation.
 - c. You were to send me any recent proposals that National Grid has made to International Packaging regarding Energy Efficiency Programs.
 - d. You were to confer with Linda George to discuss the option of expanding the Capacity Service at our Mineral Spring Ave facility despite your personal opinion regarding "the spirit" of a regulation. Please note, I find this decision making approach ("spirit of...") very disappointing.
 - e. You were to investigate the impact of our Capacity Exempt status if the facilities and / or business had new ownership.

Please let me know if you might comment on these summary notes and I look forward to your follow up.

Sincerely,

John

John Kilmartin – President
International Packaging Corp.
517 Mineral Spring Ave
Pawtucket, RI 02860
Direct (401) 288-6020
Office (401) 724-1600
<http://www.interpak.com>

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The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4999
In Re: Request for Interpretation of RIPUC NG-Gas No. 101
Regarding International Packaging Corporation's (InterPak) Request to
Convert Capacity Exempt Load to Capacity Assigned Load
Responses to the Division's First Set of Data Requests
Issued on January 9, 2020

Division 1-2

Request:

Provide the entirety of all provision(s) of the Gas Tariff upon which the Company relies for the proposition that "...the Company can increase capacity assigned account – but only if the Company has sufficient capacity to do so" as averred in Paragraph No. 10 of the Petition.

Response:

Please see Attachment DIV 1-2 for an excerpted copy of RIPUC NG-Gas No. 101 (the Gas Tariff). The Narragansett Electric Company d/b/a National Grid (the Company) has highlighted in yellow the provisions upon which it relied in making the statements it made in Petition, including the proposition that the Company can increase a capacity for a capacity-assigned account – but only if the Company has sufficient capacity to do so.

THE NARRAGANSETT ELECTRIC COMPANY

d/b/a NATIONAL GRID

Rhode Island Public Utilities Commission Tariff

RIPUC NG-GAS No. 101

The Narragansett Electric Company
d/b/a National Grid
RIPUC NG-GAS No. 101

Section 1
General Rules and Regulations
Schedule A, Sheet 1
Ninth Revision

GENERAL TERMS AND CONDITIONS

1.0 APPLICABILITY:

The following terms and conditions shall apply to and be a part of each Rate Classification now or hereafter in effect except as they may be expressly modified or superseded by Rhode Island Public Utilities Commission order.

2.0 RATES AND TARIFFS:

The Company furnishes natural gas service under rates and/or special contracts (Schedule of Rates) promulgated in accordance with the provisions of the Rhode Island General Laws and the regulations of the Rhode Island Public Utilities Commission ("PUC") and the Rhode Island Division of Public Utilities and Carriers ("Division"), all as may be in effect from time to time. Such Schedule of Rates, which includes these Terms and Conditions, is available for public inspection during normal business hours at the administrative offices of the Company and at the offices of the PUC and the Division or on the Company's website.

The Schedule of Rates may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in the General Laws and the PUC regulations. When effective, all such revisions, amendments, supplements or replacements will appropriately supersede the present Schedule of Rates. In case of conflict between these Terms and Conditions and any orders or regulations of the PUC or the Division, said orders or regulations shall govern.

The provisions of these Terms and Conditions apply on a non-discriminatory and non-preferential basis to all persons, partnerships, corporations or others (hereinafter Customers or the Customer) who obtain natural gas distribution service from the Company pursuant to the Schedule of Rates.

No representative of the Company has the authority to modify orally any provision or rate contained in the Schedule of Rates or to bind the Company to any promise or representation contrary thereto. Any such modification to the Schedule of Rates or these Terms and Conditions shall be in writing and made in accordance with the provisions of the General Laws and pursuant to regulations of the PUC and Division.

The Company will advise all new residential customers as to the least expensive rate available for the service based on the information in our records. Non-residential customers will be advised of the applicable rate based on a review of the available information in the existing records or as a result of a field inspection by the Company when the customer provides information which is inconsistent with Company records. The Customer is responsible for accurately describing its gas burning equipment and updating the Company as changes occur.

The Narragansett Electric Company
d/b/a National Grid
RIPUC NG-GAS No. 101

Section 1
General Rules and Regulations
Schedule A, Sheet 2
Ninth Revision

GENERAL TERMS AND CONDITIONS

A Customer is entitled to change its customer account from one rate classification to another upon written application to the Company; provided, however that the customer account's use complies with the conditions specified in the requested rate classification. Once an election to change rate classifications has been made by the Customer, the customer account must remain on that rate for a period of not less than twelve months. In cases where the Customer requests a rate reclassification, no rebate will be granted for service rendered during the period the customer account was served under the previous rate classification, except in instances where the previous rate classification was due to an error by the Company.

3.0 OBTAINING SERVICE FROM THE COMPANY:

The Company shall furnish service to applicants under the filed rates and in accordance with these Terms and Conditions and the rules and regulations of the PUC and the Division. The furnishing of service and acceptance by the Customer constitutes a contract under these provisions. The Company may require at least one person on behalf of all parties who will receive service to sign an application or contract. Application for gas service within the territory served by the Company will be received through any duly authorized representative of the Company. By accepting distribution service from the Company pursuant to the terms of this tariff, a Customer expressly consents to the Company, or anyone working on the Company's behalf, contacting the Customer regarding issues related to distribution service and billing and payment, by any method including telephone, autodialed and prerecorded/artificial voice calls, email, text messages, and/or letter. By contacting the Company, a Customer may opt-out of receiving non-emergency communications through certain methods.

The Company may accept oral or written application for residential service. Residential service may commence upon receipt by the Company of oral application, except that the Company reserves the right to require residential customers to show identification and proof of residency before commencing service. If residential service is commenced upon the receipt of oral application, then all residents at that address who have attained the age of majority may choose to execute a written application, thereby becoming parties to the contract. Non-residential service may commence upon oral application for an interim period pending the receipt of a duly executed written application and security deposit.

The Company reserves the right to refuse service, at any location, to an individual who is indebted to the Company for any service not in dispute before the Division, furnished to such individual at any location, or to such applicant or customer under another name. The Company will commence service if a reasonable payment plan for said indebtedness made in accordance with PUC and Division regulations is agreed to by the Customer and the Company. The Company reserves the right to refuse service to any non-residential applicant who has not paid a deposit as required by the Company.

The Narragansett Electric Company
d/b/a National Grid
RIPUC NG-GAS No. 101

Section 1
General Rules and Regulations
Schedule A, Sheet 4
Ninth Revision

GENERAL TERMS AND CONDITIONS

any unbilled consumption, a landlord may initiate an application for service in the landlord's name only upon providing the Company with a signed authorization. In addition, where the landlord has previously provided the Company a signed agreement, the Company may record the landlord as the customer of record for that account without further authorization.

When gas consumption at a premises where a Soft Off termination has been implemented exceeds 13 ccf in a month the Company will send a notification to the premises indicating that service will be terminated pursuant to the PUC's and Division's rules and regulations governing the termination of service if an account is not established.

Once metered gas consumption at that premises exceeds an aggregate of 35 ccf or the account is still in a Soft-Off status for a consecutive period of 90 days, whichever occurs first, the Company will commence a termination action for the account, provided however that where such a termination action would affect the statutory and/or termination rights of other gas customers at that location, service will be terminated at the Soft Off premises as soon as the Company is able to accomplish the termination so as not to conflict with the rights provided under the PUC's and the Division's rules and regulations governing the termination of service for the other customers.

4.0 SECURITY DEPOSITS:

Security deposits, letters of credit or bonds may be required and taken in accordance with rules and procedures promulgated by the PUC or other body having authority to regulate the Company. The Company reserves the right to refuse service to an applicant who has not paid a deposit as required by the Company. The rate of interest paid on deposits shall be adjusted annually on March 1. The interest rate in effect in any year shall be based on the average rate over the prior calendar year for 10-year constant maturity Treasury Bonds as reported by the Federal Reserve Board.

5.0 SERVICE SUPPLIED:

The Company shall take reasonable care in providing regular and uninterrupted service to its firm customers, but whenever the Company deems that the situation warrants any interruption or limitation in the service to be rendered, such interruption or limitation shall not constitute a breach of the contract, and shall not render the Company liable for any damages suffered thereby by any person, or excuse the customer from further fulfillment of the contract.

The Company may refuse to supply service to loads of unusual characteristics which, in its sole judgment, might adversely affect the quality of service supplied to other customers, the public safety, or the safety of the Company's personnel. In lieu of such refusal, the Company

The Narragansett Electric Company
d/b/a National Grid
RIPUC NG-GAS No. 101

Section 1
General Rules and Regulations
Schedule A, Sheet 5
Ninth Revision

GENERAL TERMS AND CONDITIONS

may require a customer to install any necessary regulating and protective equipment in accordance with the requirements and specifications of the Company.

Whenever the estimated expenditures necessary to supply gas to a customer(s) or to resume service to a customer following relocation of Company equipment for reasons other than the needs of the Company shall be of such an amount that the income to be derived from gas service at the applicable rates will, in the opinion of the Company, be insufficient to warrant such expenditure, the Company will require the Customer(s) to pay a Contribution in Aid of Construction ("CIAC") for meter relocation or for main and service extension. See Section 8, Service and Main Extension Policies. The level of the CIAC will be based on an economic analysis looking at appropriate impacts associated with the capital expenditures. A detailed written cost estimate will be provided to the Customer upon request.

The Company shall make application in a reasonable time for any necessary locations or other street permits required by public bodies for its pipes, mains, and other apparatus, and shall not be required to supply service until a reasonable time after such approvals are obtained. The applicant for service shall obtain all other permits, certificates, licenses, easements and the like necessary to give the Company access to the applicant's equipment and to enable its pipes to be connected thereto.

The Customer shall notify the Company in writing before making any significant change in the Customer's gas equipment which would affect the capacity or other characteristics of the Company's facilities required to serve the Customer. The Customer shall be liable for any damage to the Company's property caused by Customer's additional or changed installation if made without prior notification to the Company.

All piping, equipment, and apparatus on the premises of the Customer, except meters, underground service pipe, and governors, shall be furnished and put in place by the Customer, and shall conform to the requirements and regulations of the Company, and the Company shall not be required to supply gas unless such piping, equipment, and apparatus at all times conform to the requirements and regulations of the State, City, and Town ordinances and laws and policies of the Company. The Company shall be under no obligation to make any inspection to ascertain whether the foregoing condition has been conformed with and shall be under no liability for any damages occasioned by any defect in such piping, equipment, or apparatus or other property on the premises.

If temporary service is rendered, the Customer shall pay the cost of service under the rate plus the cost of installing and removing all equipment and connections.

6.0 INSTALLATION OF METERS:

The Narragansett Electric Company
d/b/a National Grid
RIPUC NG-GAS No. 101

Section 1
General Rules and Regulations
Schedule B, Sheet 2
Tenth Revision

DEFINITIONS

Capacity Exemption:	A location having Gas Usage that is not subject to a mandatory pipeline capacity assignment from the Company. Customers are capacity exempt if they (1) elected to retain their Capacity Exemption at a specific location as part of the 1999 revisions to the Company's Business Choice program in Docket RIPUC 2902, (2) receive delivery service on the Company's Non-Firm Sales or Non-Firm Transportation rate schedules, or (3) elected capacity exemption as a New Customer in accordance with Section 6, Transportation Terms and Conditions, Schedule C, Part 1.07.1.
Company Fuel Allowance:	The quantity in Therms (as calculated on a percentage basis) by which the gross amount of gas received for Customer's account at the Point(s) of Receipt is reduced in kind in order to compensate the Company for gas loss and unaccounted for, Company use or similar quantity-based adjustment.
Consumption Algorithm:	A mathematical formula used to calculate a Customer's daily consumption based on the Customer's historical base load and heat use per heating degree day factor.
Critical Day:	Defined as any day where supply resource constraints are expected to adversely impact the operation of the Company's distribution system. A Critical Day may occur under conditions, such as severe cold temperatures, pipeline emergencies, malfunctions or unusual, out-of-season weather conditions.
Customer:	Any party(s) that has obtained service from the Company pursuant to the General Terms and Conditions or pursuant to the Transportation Terms and Conditions.
Daily Index:	The mid-point of the range of prices for the respective New England Citygates as published by <u>Gas Daily</u> under the heading "Daily Price Survey, Midpoint, Citygates, Algonquin Citygates" and "Daily Price Survey, Midpoint, Citygates Tennessee/Zone 6 (delivered)" for the relevant Gas Day listed under "Flow date(s)." In the event that the <u>Gas Daily</u> index becomes unavailable, the Company shall apply its daily marginal cost of gas as the basis for this calculation until such time that PUC approves a suitable replacement.

The Narragansett Electric Company
d/b/a National Grid
RIPUC NG-GAS No. 101

Section 1
General Rules and Regulations
Schedule B, Sheet 4
Tenth Revision

DEFINITIONS

calculated by the Company based upon a forecast of heating degree days and the consumption algorithm.

Gas Day: A period of twenty-four (24) consecutive hours beginning at 10:00 am (EST) and ending at 10:00 am (EST) the next calendar day.

Gas Usage: The actual quantity of gas used by the Customer as measured by the Company's metering equipment at the Point of Delivery and converted to Therms.

Hedge Collateral: Funds the Company is required to put up as collateral on hedge positions by an exchange or counterparty, or funds it receives from an Exchange or counterparty as collateral.

Hedge Collateral Carrying Costs: For the month being calculated, carrying costs equal the total of the following: (1) For each exchange or counterparty holding the Company's collateral, the monthly short term borrowing rate defined as the Company's money pool rate, times the average hedge collateral daily balance for the month divided by 12, less (2) for each exchange or counterparty where the Company holds their collateral, the monthly short term borrowing rate times the average hedge collateral daily balance for the month divided by 12, less (3) any interest paid to the Company by the exchange or counterparty on the collateral funds it holds.

The Company will recover carrying costs from customers or credit customers for carrying costs through the Gas Adjustment. In the event the Company chooses to meet its collateral obligations by posting a letter of credit or other non-cash instrument, the carrying cost will be the direct costs of the letter of credit or alternative non-cash instrument.

Imbalance: The difference between the Actual Transportation Quantity and Gas Usage.

Interest on Deferred Balance: Interest revenue/expense required to finance the deferred balance based on the Bank of America Prime Rate less 200 basis points (2%) as in effect from time to time.

The Narragansett Electric Company
d/b/a National Grid
RIPUC NG-GAS No. 101

Section 5
Commercial and Industrial Services
Schedule E, Sheet 1
Seventh Revision

C&I LARGE LOW LOAD FACTOR USE
RATE 33

1.0 AVAILABILITY:

Transportation or Sales service is available under this rate at single locations to Commercial and Industrial customers whose annual gas usage is greater than 35,000 Therms, but less than 150,000 Therms and whose off-peak (May through October) gas usage is equal to or less than 30% of the annual gas usage for the most recent September through August period, as determined by Company records and procedures. In the case of a New Customer, or an existing Customer with new gas applications, the off-peak and annual gas usage for the first year shall be that agreed upon by the Company and the Customer.

2.0 CHARACTER OF SERVICE:

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

3.0 TRANSPORTATION SERVICE PROVISIONS:

For Customers selecting transportation service under this Schedule, the Transportation Service provisions found in Section 6 are applicable as in effect from time to time. Customers receiving service under this Schedule may receive either FT-1 or FT-2 transportation service.

4.0 RATES:

September 1, 2018

Customer Charge: \$200.00 per month
Demand Charge: \$1.5000 per Therms of customer's highest average daily consumption from the most recent November through April period based on historical billing data. In the case of a new customer or a customer with new gas applications, the November through April gas consumption shall be that agreed upon by the Company and the Customer.
Distribution Charge: \$0.2429 per Therm

September 1, 2019

Customer Charge: \$200.00 per month
Demand Charge: \$1.5000 per Therms of customer's highest average daily consumption from the most recent November through April period based on historical billing data. In the case of a new customer or a customer with new gas applications, the November through April gas consumption shall be that agreed upon by the Company and the Customer.

The Narragansett Electric Company
d/b/a National Grid
RIPUC NG-GAS No. 101

Section 5
Commercial and Industrial Services
Schedule E, Sheet 2
Seventh Revision

C&I LARGE LOW LOAD FACTOR USE
RATE 33

Distribution Charge: \$0.2569 per Therm

September 1, 2020

Customer Charge: \$200.00 per month

Demand Charge: \$1.5000 per Therms of customer's highest average daily consumption from the most recent November through April period based on historical billing data. In the case of a new customer or a customer with new gas applications, the November through April gas consumption shall be that agreed upon by the Company and the Customer.

Distribution Charge: \$0.2643 per Therm

5.0 MINIMUM CHARGE:

Customer Charge and Demand Charge per month.

6.0 GENERAL RULES AND REGULATIONS:

The Company's General Terms and Conditions, Section 1, Schedule A, as in effect from time to time and where not inconsistent with any specific provisions hereof, are a part of this Schedule.

7.0 RHODE ISLAND GROSS EARNINGS TAX:

The application of the above rates is subject to the Rhode Island Gross Earnings Tax provisions in Section 1, Schedule C.

8.0 GAS COST RECOVERY CLAUSE:

The application of the above rate is subject to the Gas Cost Recovery Clause in Section 2, Schedule A.

9.0 DISTRIBUTION ADJUSTMENT CLAUSE:

The application of the above rate is subject to the Distribution Adjustment Clause in Section 3, Schedule A.

10.0 ENERGY EFFICIENCY:

The application of the above rate is subject to Energy Efficiency provisions in Section 1, Schedule C.

The Narragansett Electric Company
d/b/a National Grid
RIPUC NG-GAS No. 101

Section 6
Transportation Services
Schedule B, Sheet 1
Fifth Revision

FIRM TRANSPORTATION SERVICE

1.0 AVAILABILITY:

Firm Transportation Service is available to any Commercial and Industrial customer account who:

- (1) is classified as Small, Medium, Large, or Extra Large pursuant to Section 5, Schedule A, B, C, D, E, and F; and,
- (2) elects to purchase gas supplies from a Marketer through the execution of a Transportation Service Application pursuant to the Transportation Terms and Conditions, Section 6, Schedule C.

2.0 CHARACTER OF SERVICE:

Firm Transportation Service provides for the transportation of gas supplies purchased by a customer from a Marketer on a firm 365 days per year basis. Service is classified as either Firm Transportation Service FT-1 or Firm Transportation Service FT-2 as follows:

FT-1 This service provides firm transportation of customer-purchased gas supplies to customers electing to have Gas Usage recorded on a daily basis at the Customer's Point of Delivery. This service is available only to Large and Extra Large Commercial and Industrial customers.

FT-2 This service provides firm transportation of customer-purchased gas supplies to customers without the requirement for recording daily Gas Usage at the Customer's Point of Delivery. This service is available to all Commercial and Industrial customers.

Also refer to the Transportation Terms and Conditions, Section 6, Schedule C, Items 2.0 and 3.0 for additional information.

3.0 RATES:

Specific rates billable by the Company to the Customer are those applicable under the Customer's service classification as provided for in Section 5, Schedules A, B, C, D, E, or F. For customers electing FT-1 Service, a one-time charge associated with the installation of telemetering equipment may also apply as provided for under the Transportation Terms and Conditions, Section 6, Schedule C, Item 2.02.0.

Rates associated with Firm Transportation Service which is billable to Marketers are those applicable under the Transportation Terms and Conditions, Section 6, Schedule C, as in effect from time to time.

The Narragansett Electric Company
d/b/a National Grid
RIPUC NG-GAS No. 101

Section 6
Transportation Services
Schedule B, Sheet 2
Fifth Revision

FIRM TRANSPORTATION SERVICE

4.0 TRANSPORTATION TERMS AND CONDITIONS:

The Transportation Terms and Conditions in Section 6, Schedule C, as in effect from time to time and where not inconsistent with any specific provisions hereof, are a part of the Schedule.

5.0 GENERAL RULES AND REGULATIONS:

Firm Transportation Service will also be governed by the Company's General Terms and Conditions to the extent not inconsistent herewith.

The Narragansett Electric Company
d/b/a National Grid
RIPUC NG-GAS No. 101

Section 6
Transportation Terms and Conditions
Schedule C, Sheet 1
Eighth Revision

TRANSPORTATION TERMS AND CONDITIONS

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d/b/a National Grid
RIPUC NG-GAS No. 101

Section 6
Transportation Terms and Conditions
Schedule C, Sheet 2
Eighth Revision

TRANSPORTATION TERMS AND CONDITIONS

1.0 GENERAL:

These terms and conditions apply to those Commercial and Industrial customers classified as Small, Medium, Large, Extra Large, or Non-firm who purchase gas supplies from sources other than the Company for transportation service by the Company pursuant to Section 5, Schedule A, B, C, D, E, and F, and Section 6, Schedule A, as well as to any Marketers designated to act on the customer's behalf pursuant to a Transportation Service Application and executing a Marketer Aggregation Pool Service Agreement. Any FT-1 customers classified as Medium at the time the access to FT-1 service for Medium customers was discontinued or any Customers reclassified as Medium based on their reduction in load will be grandfathered and allowed to continue receiving service under the FT-1 rate schedule. Transportation service will also be governed by the Company's General Terms and Conditions of Service to the extent not inconsistent herewith.

The Company reserves the right to restrict the availability of Transportation Service should the number of customers exceed the capability of the Company to reliably administer the service or if the integrity of the distribution system is put at risk.

If a Customer requesting service hereunder has been a sales service customer of the Company at the same service location within the preceding twelve month period, any under-recovered or over-recovered gas costs attributable to such prior service under the Gas Cost Recovery Clause in Section 2, Schedule A, Section 9.0 shall be determined and charged by the Customer or credited to the Customer's account.

1.01.0 TERM OF SERVICE:

1.01.1 FT-1 Transportation Service:

FT-1 Transportation Service will commence on the first day of a calendar month subject to satisfying the Company's Transportation Terms and Conditions and be for an initial term of up to one year to reflect a common anniversary of November 1. Service shall continue thereafter on a year-to-year basis, unless terminated by the Customer, Marketer or the Company, effective with the Customer's next billing cycle, upon at least thirty (30) days advance notice, either by written notice or the appropriate EDI transmission, to the Company. The Marketer shall be responsible for providing the Company with an executed Transportation Service Application for each new FT-1 customer account being added to its FT-1 Aggregation Pool no less than thirty (30) days prior to commencement of service. The Company's receipt of the Transportation Service Application initiates the thirty (30) day notice period. Existing FT-1 service customers may be switched to another Marketer by using an EDI enrollment transaction.

The Narragansett Electric Company
d/b/a National Grid
RIPUC NG-GAS No. 101

Section 6
Transportation Terms and Conditions
Schedule C, Sheet 9
Eighth Revision

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pipeline receipts (including all of the Marketer's Aggregation Pools serving both FT-1 and FT-2 customers) may be delivered on either or both Algonquin or Tennessee.

Marketer warrants with respect to each Aggregation Pool that it has entered into the necessary agreements for the purchase and delivery of a gas supply to the Point of Receipt which it wants Company to transport and that it has entered into the necessary transportation agreements for the delivery of gas supply to the Point of Receipt. Marketer acknowledges that it must arrange for the delivery of Actual Transportation Quantities to the Company sufficient to include both the Scheduled Transportation Quantities and the applicable Company Fuel Adjustments.

In addition, Marketer warrants that at the time of delivery of its gas supply to the Point of Receipt, Marketer shall have good title to such gas, free of all liens, encumbrances and claims whatsoever. Marketer shall indemnify the Company and save it harmless from all suits, actions, debts, accounts, damage, costs, losses and expenses arising from or out of any adverse legal claims of third parties to or against said gas supply.

1.07.0 Capacity Release:

Each Marketer serving any Customer migrating from (i) Firm Sales Service to FT-1 or FT-2 Transportation Service or (ii) another Marketer's Aggregation Pool where they were previously assigned pipeline capacity by the Company, will be required to accept, for each such Customer account, an assignment of a portion of Company's firm interstate pipeline transportation capacity at maximum rates for an initial term of up to one year.

The Company shall determine the quantity to be released based on the customer's calculated Peak Day Use and load factor rate class. The Company will separately calculate assignment percentages for high load factor rate classes and low load factor rate classes eligible for transportation for pipeline, storage and peaking. It will then multiply the pipeline percentage applicable to the Customer's rate class times the Customer's Peak Day Use to determine the amount of capacity to be assigned to the Marketer. The pipeline, storage and peaking allocation percentages will then be provided in the Company's annual Gas Cost Recovery filing.

The Company will provide Marketers with the calculated base and thermal factors used to estimate each customer's peak day use. The factors are provided based on the results of the Company's application of the specific methodology in this tariff and certain historical data. Marketers may not assume that use of the factors will yield correct estimates of any customer's use for any future period or that the capacity provided as a result of the calculation will meet the customer's requirements under all conditions.

The quantity of capacity shall be set forth in the confirmation materials provided to the Marketer. For all Customers classified as Small, Medium, Large, or Extra-Large, this quantity will be reviewed annually against the Customer's most recent usage patterns. Any

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change in Customer's required capacity will be reflected in a revised capacity release with the Marketer for effect on the following November 1. In the event that a Marketer stops delivering gas on behalf of an existing capacity exempt customer, the customer will be prohibited from taking firm Company sales service. Such customers will receive Default Transportation Service as described in Item 2.04.0 below.

Marketer shall be required to execute a Capacity Assignment Agreement at the time a Marketer establishes an Aggregation Pool or any other instruments reasonably required by Company or interstate pipeline necessary to effectuate such assignment. Marketer is responsible for utilizing and paying for the assigned capacity consistent with the terms and conditions of the interstate pipeline's tariffs and this tariff. Marketer is responsible for payment of all upstream pipeline charges associated with the assigned firm transportation capacity, including but not limited to demand and commodity charges, shrinkage, GRI charges, cash outs, transition costs, pipeline overrun charges, annual change adjustments and all other applicable charges. These charges will be billed directly to the Marketer by the interstate pipeline.

All Capacity Assignments for FT-1 Transportation Service will be effective with the commencement of service. Capacity Assignments for FT-2 Customers will be effective the first of the upcoming month for Transportation Service Applications received prior to the tenth. For FT-2 Service, EDI enrollments received on or after the tenth of the month, the capacity release will not be effective until the first of the month subsequent to the upcoming month.

Capacity Assignments will be effective for an initial term of up to one year through the following November 1. Capacity Assignments shall be reviewed each November 1 and be subject to annual adjustment as described above. The new capacity assignment percentages, along with the storage maximum daily quantities and maximum storage quantities in section 3.02.2, will be available on the Company's EBB. All releases hereunder will be subject to recall under the following conditions: (1) when required to preserve the integrity of the Company's facilities and service; (2) at the Company's option, whenever the Marketer fails to deliver gas in an amount equal to the Scheduled Transportation Quantity; and (3) any other conditions set forth in the capacity release transaction between the Marketer and the Company.

The Company shall assess a surcharge/credit to Marketers based on the difference between the charges of the upstream pipeline transportation capacity and the weighted average of the Company's upstream pipeline transportation capacity charges as calculated by the Company. To the extent that the charges of such released pipeline capacity are greater than the weighted average charges, the Marketer shall receive credit for such difference in charges based on the total quantity of capacity released by the Company to the Marketer. The per Dt charge is calculated by subtracting the charge per Dt for the released pipeline capacity from the Company's weighted average Upstream Transportation charges as identified in the Company's annual Gas Cost Recovery Filing. To the extent that the cost of such released

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pipeline capacity is less than the weighted average cost, the Marketer shall be surcharged for such difference.

During the calendar month of September, each Marketer will be required to submit a new Capacity Assignment Agreement indicating pipeline capacity path preferences based on the available paths identified in the Company's annual Gas Cost Recovery Filing. Any changes from the Marketer's previous election will be effective November 1 in conjunction with the updating of customer capacity quantities described above.

Each Marketer's capacity assignment associated with Customers in an aggregation pool shall be reviewed on a monthly basis prior to the tenth (10th) calendar day of the month, and adjusted to reflect any net changes resulting from the addition and deletion of customers to the pool.

1.07.1 Capacity Exemption for New Firm Loads:

New Customers requesting firm service that are classified as Large or Extra-Large and electing FT-1 transportation service will not be required to take assignment of the Company's capacity resources as described in 1.07.0 above and must notify the Company in writing of its intent to be Capacity Exempt. The New Customer must also initiate gas supply service from a Marketer within 60 days after the start of distribution service. In the event that the New Customer does not obtain a Marketer within 60 days of the commencement of distribution service, the Customer will be prohibited from receiving Company-supplied firm sales service and will receive and be billed for Default Transportation Service as described below in Item 2.04.0. The consumption of such Customers may be subject to annual review and confirmation by the Company. Customers who fail to meet the minimum requirement for the Large classification shall be required to take assignment of the Company's capacity resources after no less than 60 days' notice. Marketers for such customers may be responsible for obtaining citygate capacity at a specific citygate on the Company's system as determined by the Company. Such determination will be based on the customer's location, load characteristics and distribution system requirements.

In the event that a Marketer stops delivering gas on behalf of a customer without Company assigned pipeline capacity, the customer will be prohibited from taking firm Company sales service. Such customers shall receive and be billed for Default Transportation Service as described in Item 2.04.0 below.

1.07.2 Capacity Exemption for Non-Firm Customers Converting to Firm Service:

Non-Firm Sales and Non-Firm Transportation Customers classified as Large or Extra-Large who have been approved by the Company to receive firm distribution service and have elected FT-1 transportation service must, no later than 90 days'

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notice before the commencement of distribution service, either (i) request in writing a Capacity Assignment from the Company, or (ii) notify the Company in writing of its intent to retain its Capacity Exempt status. In the event that a Customer who has requested to retain its Capacity Exempt status but does not have a Marketer at the time the Customer begins receiving firm distribution service, the Customer will be prohibited from taking Company-supplied firm sales service and will receive and be billed for Default Transportation Service as described below in Item 2.04.0. The consumption of such Customers may be subject to annual review and confirmation by the Company. To qualify for Capacity Exempt status, Marketers for such Customers may be responsible for obtaining citygate capacity at a specific citygate on the Company's system as determined by the Company. Such determination will be based on the Customer's location, load characteristics, and distribution system requirements. For those Non-Firm Customers converting to firm distribution service and requesting an assignment of the Company's pipeline capacity, the Company must respond in writing within 30 days regarding the availability of pipeline capacity. If the Company is not able to provide a capacity assignment, the Customer will retain its Capacity Exempt status and will be prohibited from taking Company-supplied firm sales service and will receive and be billed for Default Transportation Service as described below in Item 2.04.0.

In the event that a Marketer stops delivering gas on behalf of a Customer who does not have an assignment of the Company's pipeline capacity, the Customer will be prohibited from taking Company-supplied firm sales service. If the Customer is unable to secure a gas supply from a Marketer, the customer will receive and be billed for Default Transportation Service as described below in Item 2.04.0.

1.08.0 Facilities:

The Company shall own, operate and maintain, at its expense, its gas distribution facilities to the Point of Delivery. The Customer shall furnish, maintain and operate the facilities required between Company's Point of Delivery and the Customer's equipment.

1.9.0 Quality:

Marketer is responsible for insuring that all gas received, transported and delivered hereunder to the Point of Receipt meets the quality specifications and standards outlined in the General Terms and Conditions of the Transporting Pipeline's FERC Gas Tariff.

1.10.0 Possession of Gas:

Company shall be deemed to be in control and possession of transportation gas to be delivered in accordance with this service from receipt at the Point(s) of Receipt until it shall have been delivered to Customer at the Point of Delivery. Marketer shall be deemed to be in possession and control of the gas prior to such receipt by the Company and Customer shall

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The Narragansett Electric Company, Transportation Service Application

This Transportation Service Application ("Application") must be completed by the customer and the marketer prior to the commencement of the requested Transportation Service.

NG:	The Narragansett Electric Company d/b/a National Grid 175 East Old Country Road Hicksville, NY 11801 Attn: Supplier Services	Customer:	_____
Notice to:	Customer Contact Center: 1-800-870-1664	Notice to:	() _____

The Customer hereby requests Transportation Service subject to the NG General Terms and Conditions, Section 1 of RIPUC NG-GAS No. 101, its Transportation Terms and Conditions, Section 6, Schedule C and, under the terms and conditions set forth herein. NG shall review this Application and notify the Customer of its approval or rejection by way of a Confirmation Letter that shall set forth the terms and conditions of the Customer's Transportation Service. Upon Customer's and Marketer's fulfillment of all conditions set forth in the Confirmation Letter, such Confirmation shall represent an Agreement by NG to provide Transportation Service consistent with this Application and the Transportation Terms and Conditions set forth in Section 6, Schedule C of RIPUC NG-GAS No. 101.

Account Number	Meter Number	Service Address	FT-1	NFT
1)				
2)				
3)				

- Transportation Service shall commence in accordance with Item 1.02, Section 6, Schedule C of RIPUC NG-GAS No. 101
- FT-1 and NFT Services require telemetry. A telemetering device and related equipment installed by NG shall remain NG property at all times. The Customer shall provide NG with access to a phone line that meets NG specifications for telemetering purposes. The customer is financially obligated for the costs to acquire, install and operate the telemetering device and related equipment.
- Provision of transportation service based on this Application shall have an initial term through the following November 1st, unless sooner terminated in accordance with the terms and conditions of NG's Tariff, and shall continue thereafter from year to year unless terminated by customer, Marketer, or NG upon not less than 30 days prior written notice.

Public Regulation

The Narragansett Electric Company is a public utility subject to regulation by the Rhode Island Public Utilities Commission ("Commission"). The provision of transportation service as a result of this Application is subject to any limitations, modifications or amendments ordered by the Commission, regardless of whether said order resulted from a petition, request or other solicitation directed to the Commission by a party to this Application. Compliance by NG with any order, rule, regulation or policy statement of the Commission, or of any other federal, state or local governmental authority, whether issued before or after the commencement of transportation service, shall relieve NG of its obligations hereunder as a result of such compliance. In the event of the issuance of any order of the Commission which materially modifies the provisions of such service, either NG, the customer, or the Marketer shall have the option to terminate transportation service by giving written notice of termination to the other party at any time within thirty (30) days after the issuance of said order.

_____	_____	
Customer Signature	Title	
_____	_____	_____
Print or Type Name	Date	Phone #
_____	_____	_____
Contact in event of telecommunications issue : Print or Type Name		Phone #

This section to be filled out by the Marketer

By signing below and pursuant to its separate Marketer Aggregation Pool Service Agreement, the Marketer (i) accepts the designation as the customer's marketer and (ii) agrees to pay all applicable Marketer charges in accordance with NG's tariff, including its Transportation Terms and Conditions

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Marketer

Marketer Signature

Title

Phone #

Print or Type Name

Date

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Division 1-3

Request:

Provide the entirety of all provision(s) of the Gas Tariff upon which the Company relies for the proposition that "...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" as averred in Paragraph No. 15 of the Petition.

Response:

Please see Attachment DIV 1-2 for an excerpted copy of RIPUC NG-Gas No. 101 (the Gas Tariff). The Narragansett Electric Company d/b/a National Grid (the Company) has highlighted in yellow the provisions upon which it relied in making the statements it made in Petition, including the proposition that "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."

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Division 1-4

Request:

Provide the entirety of all provision(s) of the Gas Tariff upon which the Company relies for the proposition that "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" as averred in Paragraph No. 3 of the Wherefore Paragraph of the Petition.

Response:

Please see Attachment DIV 1-2 for an excerpted copy of RIPUC NG-Gas No. 101 (the Gas Tariff). The Narragansett Electric Company d/b/a National Grid (the Company) has highlighted in yellow the provisions upon which it relied in making the statements it made in Petition, including the proposition "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[.]"

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Division 1-5

Request:

Provide the entirety of all provision(s) of the Gas Tariff upon which the Company relies for the proposition that "...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" as averred in Paragraph No. 4 of the Wherefore Paragraph of the Petition.

Response:

Please see Attachment DIV 1-2 for an excerpted copy of RIPUC NG-Gas No. 101 (the Gas Tariff). The Narragansett Electric Company d/b/a National Grid (the Company) has highlighted in yellow the provisions upon which it relied in making the statements it made in Petition, including the proposition that "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[.]"

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Division 1-6

Request:

Provide the Company's "analysis" of whether it has sufficient pipeline capacity to serve InterPak's newly requested load as averred in Paragraph No. 12 of the Petition. If the Company's "analysis" is not yet complete, identify when the Company anticipates completion of its analysis, and provide the "analysis" when it is complete.

Response:

To analyze whether InterPak could increase the load served by its Capacity Assigned account at 543 Mineral Spring Avenue to take on the load currently served through its Capacity Exempt account at 517 Mineral Spring Avenue, The Narragansett Electric Company d/b/a National Grid (the Company) first looked at its distribution system model. The Company uses the Synergi model to determine which take station(s) supply the load. Mineral Spring Avenue has a 12-inch cast iron low pressure (LP) main and a 4-inch bare steel 60 psig main. Initially, the Synergi model indicated that the Company served InterPak's Capacity Exempt load at 517 Mineral Spring Avenue from the LP main, whereas the Capacity Assigned load at 543 Mineral Spring Avenue received service from the 60 psig main. Upon further review, the Company determined that both loads are provided service from the 60 psig main. The Company's Dey Street take station is the primary feed to the 60 psig main. The Company determined, therefore, that the Dey Street take station supplies the majority of InterPak's design peak hour load.

For the second part of its analysis, the Company had to update the peak hour take station shortfall/surplus table to include the forecasted information for the 2020/21 winter, as the customer request included a September 2020 in-service date. Table 1 below shows the current forecasted peak hour take station shortfall/surplus, including the existing Interpak Capacity Exempt and Capacity Assigned accounts.

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Table 1

Pipeline/LNG	Lateral	Take Station	Meter No.	2020/21			2021/22		
				Total Supply Deliveries Company & Marketers (Dth/hr)	Total Firm Peak Hour Model Flow (DTH/hr)	Total Firm Peak Hour Balance (-) = Shortfall (+) = Surplus (DTH/hr)	Total Supply Deliveries Company & Marketers (Dth/hr)	Total Firm Peak Hour Model Flow (DTH/hr)	Total Firm Peak Hour Balance (-) = Shortfall (+) = Surplus (DTH/hr)
AGT	G	Barrington	00064	0	0	0	0	0	0
AGT	G	Warren	00012	811	771	40	811	772	39
AGT		Burnsville	00044	0	29	-29	0	29	-29
AGT	G	Crary St	00842	0	3,598	-3,598	0	3,614	-3,614
AGT	G	Dey St	00004	5,471	2,131	3,340	5,477	2,147	3,329
AGT	G	Cumberland	00083	42	49	-8	42	49	-8
AGT	G	Portsmouth	00013	1,045	779	266	1,045	779	266
AGT	G	Tiverton	00033	56	67	-11	56	67	-12
AGT	G	E Providence	00010	1,698	1,190	507	1,698	1,214	483
AGT	E	Westerly	00008	144	129	15	144	129	15
AGT		Montville	00059	208	221	-13	208	224	-15
TGP	Cranston	Cranston	420750	3,524	2,309	1,215	3,533	2,429	1,104
TGP	Cranston	Lincoln	420758	1,283	1,377	-94	1,283	1,398	-115
TGP	Cranston	Smithfield	420910	450	1,625	-1,175	450	1,632	-1,182
TGP		Cumberland	420135	1,343	1,343	0	1,343	1,343	0
PORTABLE LNG		Portsmouth		650	392	258	650	392	258
LNG		Exeter		1,000	1,000	0	1,000	1,000	0
LNG (incl. KLNG)		Providence		3,958	3,958	0	3,958	3,958	0
PORTABLE LNG		Cumberland		750	750	0	750	750	0
Total:				22,434	21,719	715	22,448	21,929	519

Table 2 below reflects the updated peak hour take station shortfall/surplus assuming Interpak's Capacity Exempt account becomes Capacity Assigned. The results of the review show that the Total Firm Peak Model Hour Flow remains the same, as the customer request is not adding load. The Total Supply Deliveries (Company and Marketers), however, decreases as Marketer deliveries are reduced by the portion of the Customer's load that the Company would plan for and provide from its portfolio¹. In this instance, the Company's surplus is sufficient to serve the load of the Capacity Exempt account previously served by a Marketer.

¹ For FT-1 Capacity Assigned customers, the Company is responsible for planning for the pipeline only portion of the customer's forecasted peak day load, and the Marketer is responsible for the storage and peaking portion of the customer's forecasted peak day load. The current pipeline/storage and peaking split is 56%/44%.

Prepared by or under the supervision of:
Elizabeth D. Arangio, Faye Brown, and Anthony P. Taddeo

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Table 2

Pipeline/LNG	Lateral	Take Station	Meter No.	2020/21			2021/22		
				Total Supply Deliveries Company & Marketers (Dth/hr)	Total Firm Peak Hour Model Flow (DTH/hr)	Total Firm Peak Hour Balance (-) = Shortfall (+) = Surplus (DTH/hr)	Total Supply Deliveries Company & Marketers (Dth/hr)	Total Firm Peak Hour Model Flow (DTH/hr)	Total Firm Peak Hour Balance (-) = Shortfall (+) = Surplus (DTH/hr)
AGT	G	Barrington	00064	0	0	0	0	0	0
AGT	G	Warren	00012	811	771	40	811	772	39
AGT		Burrillville	00044	0	29	-29	0	29	-29
AGT	G	Crary St	00842	0	3,598	-3,598	0	3,614	-3,614
AGT	G	Dey St	00004	5,469	2,131	3,338	5,475	2,147	3,327
AGT	G	Cumberland	00083	42	49	-8	42	49	-8
AGT	G	Portsmouth	00013	1,045	1,045	0	1,045	1,045	0
AGT	G	Tiverton	00033	56	67	-11	56	67	-12
AGT	G	E Providence	00010	1,698	1,190	507	1,698	1,214	483
AGT	E	Westerly	00008	144	129	15	144	129	15
AGT		Montville	00059	208	221	-13	208	224	-15
TGP	Cranston	Cranston	420750	3,521	2,309	1,212	3,529	2,429	1,100
TGP	Cranston	Lincoln	420758	1,283	1,377	-94	1,283	1,398	-115
TGP	Cranston	Smithfield	420910	450	1,625	-1,175	450	1,632	-1,182
TGP		Cumberland	420135	1,343	1,343	0	1,343	1,343	0
PORTABLE LNG		Portsmouth		650	126	524	650	126	524
LNG		Exeter		1,000	1,000	0	1,000	1,000	0
LNG (incl. KLNG)		Providence		3,958	3,958	0	3,958	3,958	0
PORTABLE LNG		Cumberland		750	750	0	750	750	0
Total:				22,429	21,719	709	22,443	21,929	514

Prepared by or under the supervision of:
Elizabeth D. Arangio, Faye Brown, and Anthony P. Taddeo

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Division 1-7

Request:

Provide diagram(s) that depict(s) the facilities, the meter and distribution gas pipe for the following:

- a. Gas service for InterPak at 517 Mineral Spring Avenue, Pawtucket, RI.; and
- b. Gas service for InterPak at 543 Mineral Spring Avenue, Pawtucket, RI.

Response:

Please see Attachment DIV 1-7 for a diagram depicting the current meter locations and distribution piping for gas service at 517 and 543 Mineral Spring Avenue.

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Confidential Attachment DIV 1-7

Confidential Attachment DIV 1-7

Confidential Attachment DIV 1-7 is a diagram of the pipes providing gas service to InterPak's premises at 517 Mineral Spring Avenue and 543 Mineral Spring Avenue. It contains confidential customer-specific information and confidential gas distribution infrastructure information. The Narragansett Electric Company d/b/a National Grid has requested protective treatment of Confidential Attachment DIV 1-7 in its entirety.

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Division 1-8

Request:

Provide a description of the Company's understanding of how InterPak has and/or will *physically effect* the alleged "conversion" of the "nearly quadruple" increase in load from the Capacity Exempt Account to the Capacity Assigned Account.

Response:

The Narragansett Electric Company d/b/a National Grid understands that Interpak will install and maintain new customer-owned internal gas piping from the outlet of the proposed new meter at 543 Mineral Spring Ave to the inlet of the existing boilers located at 517 Mineral Spring Ave. The two buildings are physically connected by an existing structure.

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Division 1-9

Request:

Provide a diagram depicting the Company's understanding of the gas pipe (if any) that connects and/or will connect the InterPak facilities at 517 Mineral Spring Ave. with InterPak facilities at 543 Mineral Spring Ave. that will effect the conversion described in Div 1-8.

Response:

The Narragansett Electric Company d/b/a National Grid (the Company) does not have a diagram of the internal connections at InterPak's facilities. The customer must provide a connection to the Company's meter installation. After the meter, all piping is customer-owned, and the Company does not require internal piping diagrams.

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Division 1-10

Request:

Paragraph No. 17 of the Petition provides that the "Company and InterPak currently dispute whether InterPak should receive an increased capacity assignment for the Capacity Assigned Account." With respect to this averment, provide a description of the Company's understanding of InterPak's position regarding InterPak's rights under the Gas Tariff.

Response:

The Narragansett Electric Company d/b/a National Grid (the Company) does not know precisely what InterPak's position is regarding InterPak's rights under RIPUC NG-Gas No. 101 (the Gas Tariff). The Company's understanding is that InterPak believes it should be able to terminate its capacity exempt account serving 517 Mineral Spring Avenue and receive gas service on its capacity assigned account serving 543 Mineral Spring Avenue for the total combined current load served by the two accounts. Additionally, please see Attachment DIV 1-1 for emails setting forth InterPak's position.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4999
In Re: Request for Interpretation of RIPUC NG-Gas No. 101
Regarding International Packaging Corporation's (InterPak) Request to
Convert Capacity Exempt Load to Capacity Assigned Load
Responses to the Division's First Set of Data Requests
Issued on January 9, 2020

Division 1-11

Request:

Identify and describe all attempts the Company has made to resolve its "dispute" with InterPak. With respect to each such attempt that the Company has made, describe InterPak's response.

Response:

Please see The Narragansett Electric Company d/b/a National Grid's (the Company) response to data request Division 1-1 and Attachment DIV 1-1 for the key communications between the Company and InterPak, which includes the discussions about resolution of the dispute.

The Narragansett Electric Company

d/b/a National Grid

RIPUC Docket No. 4999

In Re: Request for Interpretation of RIPUC NG-Gas No. 101
Regarding International Packaging Corporation's (InterPak) Request to
Convert Capacity Exempt Load to Capacity Assigned Load
Responses to the Division's First Set of Data Requests
Issued on January 9, 2020

Division 1-12

Request:

Identify how many gas customers of the Company are in a similar position to InterPak, namely possess a capacity assigned account at one customer facility and a capacity exempt account at another adjacent facility, within the State of Rhode Island.

Response:

Based upon the current list of capacity exempt accounts, The Narragansett Electric Company d/b/a National Grid has not identified any other customers that are in a similar position to InterPak with a capacity assigned account at one customer facility and a capacity exempt account at another adjacent facility, within the State of Rhode Island.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4999
In Re: Request for Interpretation of RIPUC NG-Gas No. 101
Regarding International Packaging Corporation's (InterPak) Request to
Convert Capacity Exempt Load to Capacity Assigned Load
Responses to the Division's First Set of Data Requests
Issued on January 9, 2020

Division 1-13

Request:

Identify how many gas customers of the Company possess a capacity assigned account at one customer facility and a capacity exempt account at another *non-adjacent* facility, within the State of Rhode Island.

Response:

Approximately half (50) of the capacity exempt customers also have a capacity assigned account at another location. In most cases, these capacity exempt customers have multiple accounts and only one or two (1 or 2) were eligible for a capacity exemption based on rate class. For example, the State of RI has some C&I extra-large accounts that are capacity exempt and many more C&I small, medium or large accounts that have a capacity assignment.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4999
In Re: Request for Interpretation of RIPUC NG-Gas No. 101
Regarding International Packaging Corporation's (InterPak) Request to
Convert Capacity Exempt Load to Capacity Assigned Load
Responses to the Division's First Set of Data Requests
Issued on January 9, 2020

Division 1-14

Request:

Identify how many requests has the Company received similar to InterPak's in the last 10 years.
With respect to each such request, please provide the following information:

- a. The name of the customer;
- b. The location of the facilities;
- c. The nature of the account at each facility identified;
- d. A description of the request; and
- e. A description of the resolution of the request.

Reply:

The Narragansett Electric Company d/b/a National Grid has not received any other requests to move load from a capacity exempt premise to an adjacent facility that has a capacity assignment.