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February 1, 2010

Via Hand Delivery and Electronic Mail

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

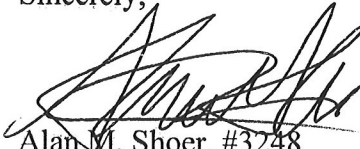
Re: Docket 4111

Dear Luly:

On behalf of the Rhode Island Economic Development Corporation attached is an original and nine copies of Rhode Island Economic Development Corporation's Responses to Commission's First Set of Data Requests.

Please let me know if you have any questions in regards to these documents

Sincerely,



Alan M. Shoer, #3248

Enclosures

cc: Service List

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**Rhode Island Economic Development Corporation's
Responses to the
Commission's First Set of Data Requests
Dated Issued: January 22, 2010**

Docket No.: 4111

REQUEST COMM 1-1:

Prior to the passage of R.I.G.L. § 39-26.1-7, could the State of Rhode Island have entered into a PPA with Deepwater Wind for the purchase of the Project power? If so, why did the State choose to put ratepayer dollars at risk rather than taxpayer dollars?

RIEDC RESPONSE 1-1:

The first question suggests a legal analysis or hypothetical legal opinion that is beyond my expertise. My testimony is in regards to the project that is the subject matter of existing law in R.I.G.L. § 39-26.1-7. I am not aware of what legal options existed to the State of Rhode Island prior to the passage of this law. I am also not aware of why the legislation is written the way it is concerning ratepayers vs. taxpayers.

Respondent: Fred S. Hashway

Date: February 1, 2010

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REQUEST COMM 1-2:

Mr. Hashway uses a form of the term commitment on the part of Deepwater Wind on several occasions in his testimony to support EDC's position that the Commission should approve the PPA. Please define the word commitment as Mr. Hashway understands it.

RIEDC RESPONSE 1-2:

By commitment I mean that Deepwater Wind has already committed substantial funding towards the project. They have conducted testing of sites that have potential for the project. They have made commitments that are described in the Joint Development Agreement and the Lease document that are attached to my testimony. Deepwater Wind opened a Providence office in 2009 and Deepwater Wind has committed to expand office space at their Providence office.

Respondent: Fred S. Hashway

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REQUEST COMM 1-3:

Referencing Mr. Hashway's testimony on page 9, is it Mr. Hashway's position that 24.4 cents per kWh is a competitive price for electricity?

RIEDC RESPONSE 1-3:

As I stated on page 9 of my testimony, I am not an expert on the pricing of electricity. As I stated on page 9, I take no position of whether the price of electricity proposed in the PPA is a commercially reasonable price that a power marketer would adopt for this Block Island project.

Respondent: Fred S. Hashway

Date: February 1, 2010

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REQUEST COMM 1-4:

Does Mr. Hashway believe that companies benefit from stability in electric prices at above-market pricing?

RIEDC RESPONSE 1-4:

As I stated in my testimony on page 9, I do believe that business development is enhanced when the price of energy is stable, competitive, and predictable.

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REQUEST COMM 1-5:

Mr. Hashway testifies that "while RIEDC takes no position on what price is deemed a 'commercially reasonable' price, as that term is used in the statute, the RIEDC does have a special interest in the terms and implantation of the contract, including its expeditious execution" and then sets for numerous policy reasons to support EDC's position.

- a. Please provide any empirical evidence (studies, etc.) that supports the economic benefits of the PPA outweighing the costs to the ratepayers of Rhode Island.
- b. At what price would RIEDC believe the PPA was too costly to ratepayers.

RIEDC RESPONSE 1-5:

- a. I am not aware of any such studies
- b. As I stated on page 9 of my testimony, I am not an expert on the pricing of electricity and what price would be "too costly to ratepayers." As I stated on page 9, I take no position of whether the price of electricity proposed in the PPA is a commercially reasonable price that a power marketer would adopt for this Block Island project.

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REQUEST COMM 1-6:

Has RIEDC conducted any studies regarding the effects of the PPA on current businesses already located in Rhode Island who may be affected by higher electric prices such as Toray Plastics, Cranston Print Works, Electric Boat, Amgen, etc.? If so, please provide the results.

RIEDC RESPONSE 1-6:

I am not aware of any such studies.

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Date: February 1, 2010

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REQUEST COMM 1-7:

Please define "local labor" as used in the JDA.

RIEDC RESPONSE 1-7:

According to the JDA, the term "local labor" is not separately defined but is left to the negotiations for a labor agreement. See JDA, Section VIII (E), (Deepwater "shall cause its vendors to negotiate in good faith a labor agreement for local labor used by DWW in the construction and operation of the project.")

Respondent: Fred S. Hashway

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