

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS PUBLIC
UTILITIES COMMISSION**

IN RE: REVIEW OF AMENDED
POWER PURCHASE AGREEMENT
BETWEEN NARRAGANSETT
ELECTRIC COMPANY D/B/A
NATIONAL GRID AND
DEEPWATER WIND BLOCK
ISLAND, LLC PURSUANT TO R.I.
GEN.LAWS § 39-26.1-7

DOCKET NO. 4185

**RESPONSE TO OBJECTION OF DEEPWATER WIND
And AMENDED MOTION FOR IDENTIFICATION OF REBUTTAL
WITNESS OUT OF TIME FOR OCEAN STATE POLICY RESEARCH
INSTITUTE AND TRANSMISSION OF CV FOR KEN MALLOY**

Now comes Ocean State Policy Research Institute and files this, its response to the objection to its motion for identification of its rebuttal witness. While the objection is extensively stated it appears the central harm claimed is that lack of direct testimony from Mr. Malloy fails to limit the scope of his rebuttal.

Rebuttal testimony is responsive to issues raised by other parties. The purpose of rebuttal testimony is to elicit only material specifically rebutting direct testimony. As further protection to other parties to the docket, we understand the obligation for Mr. Malloy to be available for cross-examination on his rebuttal testimony.

Given the allegation in Deepwater's objection that the scope of rebuttal should be related to the scope of direct testimony, while not conceding this, OSPRI would be pleased to direct Mr. Malloy to limit his testimony to rebuttal of arguments within the scope of testimony previously announced, i.e., whether the PPA fulfills § 39-26.1-7. (c) (iii).

Finally Deepwater appears to believe that rebuttal of Docket No. 4111 parties should have been accomplished in Direct Testimony of new parties. This we do not concede, as the demands of this schedule required focus on Direct Testimony, not rebuttal. That said, early reading of yesterday's testimony affords us the assurance that a significant measure of Mr. Malloy's rebuttal testimony would be with regards to "new parties" testimony.

For the foregoing reasons we amend the motion to limit the scope to rebuttal of arguments as to whether the PPA fulfills this statutory charge:

§ 39-26.1-7 (c) (iii) The amended agreement is likely to provide economic development benefits, including: facilitating new and existing business expansion and the creation of new renewable energy jobs; the further development of

Quonset Business Park; and, increasing the training and preparedness of the Rhode Island workforce to support renewable energy projects.

The grounds for this motion remain the general demands of the abbreviated schedule and that Mr. Malloy's recently availability.

Additional grounds are that the proposed limitation in this amendment places the rebuttal testimony within the scope of direct testimony. Ocean State Policy Research Institute by and through their Attorney

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