

September 24, 2013

VIA HAND DELIVERY & ELECTRONIC MAIL

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

**RE: Docket 4437 - Review of Power Purchase Agreement – Champlain Wind, LLC
Pursuant to RI General Laws § 39-26.1 *et seq.*
Responses to Commission's Data Requests – Set 1**

Dear Ms. Massaro:

Enclosed for filing are National Grid's¹ responses to the Commission's First Set of Data Requests concerning the above-referenced matter.

Please note that pursuant to Commission Rule 1.2(g) and R.I.G.L. § 38-2-2(4)(B), the Company is requesting that the Commission provide confidential treatment and grant protection from public disclosure certain confidential, competitively sensitive, and proprietary information submitted in this proceeding. Specifically, the Company is seeking protective treatment of the information marked as Confidential Attachment COMM 1-1, including the CD-ROM that includes confidential Excel spreadsheets. As explained further in the enclosed Motion for Protective Treatment of Confidential Information (the "Motion"), the information in Confidential Attachment COMM 1-1 includes confidential and proprietary information that should not be disclosed to the public. In addition to the Motion, the Company has enclosed copies of the above-referenced confidential attachment and the CD-ROM containing the confidential Excel files. The Company is also providing this attachment and the CD-ROM to the Division.

Thank you for your attention to this transmittal. If you have any questions, please contact me at (401) 784-7288.

Very truly yours,



Jennifer Brooks Hutchinson

Enclosures

cc: Docket 4237 Service List
Leo Wold, Esq.
Steve Scialabba, Division

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

Certificate of Service

I hereby certify that a copy of the cover letter and/or any materials accompanying this certificate were electronically transmitted to the individuals listed below. Copies of this filing were hand delivered to the RI Public Utilities Commission and to the RI Division of Public Utilities & Carriers.



Joanne M. Scanlon

September 24, 2013

Date

**Docket No. 4437 - National Grid PPA w/ Champlain Wind, LLC (Bowers
Wind Project, Developer) Service List updated 9/24/13**

Name/Address	E-mail Distribution	Phone
Jennifer Brooks Hutchinson, Esq. National Grid 280 Melrose Street Providence, RI 02907	Jennifer.hutchinson@nationalgrid.com	401-784-7288
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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RHODE ISLAND PUBLIC UTILITIES COMMISSION

**Review of Champlain Wind, LLC
Power Purchase Agreement
Pursuant to R.I.G.L. § 39-26.1 *et seq.***

Docket No. 4437

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

National Grid¹ respectfully requests that the Rhode Island Public Utilities Commission (“Commission”) provide confidential treatment and grant protection from public disclosure certain confidential, competitively sensitive, and proprietary information submitted in this proceeding, as permitted by Commission Rule 1.2(g) and R.I.G.L. § 38-2-2(4)(B). National Grid also respectfully requests that, pending entry of that finding, the Commission preliminarily grant National Grid’s request for confidential treatment pursuant to Rule 1.2 (g)(2).

I. BACKGROUND

On September 24, 2013, National Grid is filing with the Commission its responses to the Commission’s First Set of Data Requests in this matter. In the Commission’s Data Request 1-1, the Commission requests information relating to the Power Purchase Agreement to market cost comparison where the Commercial Operation Date is March 31, 2017 instead of 2015. In response to Commission Data Request 1-1,

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

the Company has provided as confidential Attachment COMM 1-1 an updated market cost analysis based on the Commercial Operation Date of March 31, 2017. This updated market cost analysis includes proprietary forecast information. Attachment COMM 1-1 includes a live Excel file and an un-redacted document that includes the above-referenced proprietary forecast information.

The working spreadsheets in Attachment COMM 1-1 contain market price forecasts for energy, capacity, and RECs, which ESAI prepared while acting as a consultant to National Grid and at National Grid's request. Under National Grid's arrangement with ESAI, the forecasts are considered proprietary. Therefore, National Grid requests that the Commission treat the information contained in Attachment COMM 1-1 as confidential.

II. LEGAL STANDARD

The Commission's Rule 1.2(g) provides that access to public records shall be granted in accordance with the Access to Public Records Act ("APRA"), R.I.G.L. §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.G.L. §38-2-2(4). Therefore, to the extent that information provided to the Commission falls within one of the designated exceptions to the public records law, the Commission has the authority under the terms of the APRA to treat such information as confidential and to protect that information from public disclosure.

In that regard, R.I.G.L. §38-2-2(4)(B) provides that the following types of records shall not be deemed public:

Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature.

The Rhode Island Supreme Court has held that this confidential information exemption applies where disclosure of information would likely either (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).

The first prong of the test is satisfied when information is voluntarily provided to the 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.

II. BASIS FOR CONFIDENTIALITY

The information regarding the ESAI forecast contained in Attachment COMM 1-1 was developed by ESAI through its proprietary methods of analysis and was provided to National Grid on a confidential basis. National Grid is providing confidential Attachment COMM 1-1 and the confidential CD-ROM to the Commission and the Division on a voluntary basis to assist the Commission with its decision-making in this proceeding. Disclosure of this information could adversely affect ESAI's competitive position and would tend to make it less likely that such information would be provided voluntarily in the future. Moreover, such disclosure would impede National Grid's future ability to obtain this type of proprietary information from third-party consultants, or would increase the cost at which that information could be obtained.

III. CONCLUSION

Accordingly, the Company requests that the Commission grant protective treatment to confidential un-redacted Attachment COMM 1-1 and the confidential CD-ROM also identified as COMM 1-1.

WHEREFORE, the Company respectfully requests that the Commission grant its Motion for Protective Treatment as stated herein.

Respectfully submitted,

NATIONAL GRID

By its attorney,

A handwritten signature in dark ink, appearing to read "Jennifer Brooks Hutchinson", with a long horizontal flourish extending to the right.

Jennifer Brooks Hutchinson (RI Bar #6176)
National Grid
280 Melrose Street
Providence, RI 02907
(401) 784-7288

Dated: September 24, 2013

Commission 1-1

Request:

If commercial operation is March 31, 2017, why does the PPA to market cost comparison (Exhibit 2- confidential) begin in year 2015?

Response:

During the course of contract negotiations, the parties changed the Commercial Operation Date to March 31, 2017 to accommodate Champlain Wind’s appeal of the Maine Department of Environmental Protection’s denial of its permit for the construction of a wind energy development consisting of 16 turbines. The market cost analysis was completed before the parties changed the Commercial Operation Date to March 31, 2017.

An updated market cost analysis based on the Commercial Operation Date of March 31, 2017 is provided as Confidential Attachment COMM 1-1. Because this document contains confidential and proprietary forecast information, the Company is seeking protective treatment of the entire document pursuant to Commission Rule 1.2(g).

The updated market cost analysis reflected in Confidential Attachment COMM 1-1 shows that Power Purchase Agreement (“PPA”) pricing is projected to be approximately \$49 million below the market forecast on a net present value basis.¹

¹ On September 20, 2013, the Company filed a revised Exhibit 2 to the testimony of Corinne M. Abrams to correct an error in the values contained within the NPV row on page 1 of Exhibit 2. Based on the original market cost analysis, the PPA pricing was projected to be approximately \$53.7 million below the market forecast on a net present value basis.

REDACTED

Bowers Wind 48 MW

ES&I RI & ME Power Price Forecast					15 Yr PPA					
Year	ME Energy 7x24 (\$/MWh)	RI REC Forecast (\$/MWh)	ME Energy & RECs	Capacity \$/kW-mo	Delivered Energy (MWh)	Bundled Energy Rate (\$/MWh)	Market Cost	Contract Cost	Contract Cost less Market Cost	Contract Cost less Market Cost (from Monthly Production Table)
2011										
2012										
2013					0					
2014					0					
2015					0					
2016					0					
2017					119,362	\$78.00				
2018					159,149	\$78.00				
2019					159,149	\$78.00				
2020					159,149	\$78.00				
2021					159,149	\$78.00				
2022					159,149	\$78.00				
2023					159,149	\$78.00				
2024					159,149	\$78.00				
2025					159,149	\$78.00				
2026					159,149	\$78.00				
2027					159,149	\$78.00				
2028					159,149	\$78.00				
2029					159,149	\$78.00				
2030					159,149	\$78.00				
2031					159,149	\$78.00				
2032					39,787	\$78.00				
2033										
2034										
2035										
2036										
2037										
					2,387,235	Total	\$291,629,917	\$186,204,330	(\$105,425,587)	(\$114,615.603)
					1,087,742	NPV	\$133,824,148	\$84,843,906	(\$48,980,241)	(\$51,685,061)
							\$		(45.03)	\$ (47.52)

Delivery Zone ME
Nameplate 48 MW
Capacity Factor for FCM 0.0%
Discount Rate 7.0%
Escalation 0.0%
Yr 1 Contract Price \$78.00
Estimated Annual Output 159,149
Estimated COD Apr-2017
Estimated Annual Capacity Factor 37.8% CF

REDACTED

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4437
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Page 2 of 5

Monthly Table									
ME Energy Prices		Production		Capacity	RECs	Market Costs	Contract Costs	Contract less Market Costs	
On-Peak	Off-Peak	On-Peak	Off-Peak	\$/kw-mo	\$/MWH				
Jan-17		0	0			\$ -	\$ -	\$ -	
Feb-17		0	0			\$ -	\$ -	\$ -	
Mar-17		0	0			\$ -	\$ -	\$ -	
Apr-17							\$ 1,158,690		
May-17							\$ 899,496		
Jun-17							\$ 690,378		
Jul-17							\$ 616,980		
Aug-17							\$ 638,976		
Sep-17							\$ 830,622		
Oct-17							\$ 1,095,354		
Nov-17							\$ 1,125,852		
Dec-17							\$ 1,253,304		
Jan-18							\$ 1,478,334		
Feb-18							\$ 1,382,862		
Mar-18							\$ 1,350,648		
Apr-18							\$ 1,158,690		
May-18							\$ 899,496		
Jun-18							\$ 690,378		
Jul-18							\$ 616,980		
Aug-18							\$ 638,976		
Sep-18							\$ 830,622		
Oct-18							\$ 1,095,354		
Nov-18							\$ 1,125,852		
Dec-18							\$ 1,253,304		
Jan-19							\$ 1,478,334		
Feb-19							\$ 1,382,862		
Mar-19							\$ 1,350,648		
Apr-19							\$ 1,158,690		
May-19							\$ 899,496		
Jun-19							\$ 690,378		
Jul-19							\$ 616,980		
Aug-19							\$ 638,976		
Sep-19							\$ 830,622		
Oct-19							\$ 1,095,354		
Nov-19							\$ 1,125,852		
Dec-19							\$ 1,253,304		
Jan-20							\$ 1,478,334		
Feb-20							\$ 1,382,862		
Mar-20							\$ 1,350,648		
Apr-20							\$ 1,158,690		
May-20							\$ 899,496		
Jun-20							\$ 690,378		
Jul-20							\$ 616,980		
Aug-20							\$ 638,976		
Sep-20							\$ 830,622		
Oct-20							\$ 1,095,354		
Nov-20							\$ 1,125,852		
Dec-20							\$ 1,253,304		
Jan-21							\$ 1,478,334		
Feb-21							\$ 1,382,862		
Mar-21							\$ 1,350,648		

REDACTED

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Apr-21		\$ 1,158,690	
May-21		\$ 899,496	
Jun-21		\$ 690,378	
Jul-21		\$ 616,980	
Aug-21		\$ 638,976	
Sep-21		\$ 830,622	
Oct-21		\$ 1,095,354	
Nov-21		\$ 1,125,852	
Dec-21		\$ 1,253,304	
Jan-22		\$ 1,478,334	
Feb-22		\$ 1,382,862	
Mar-22		\$ 1,350,648	
Apr-22		\$ 1,158,690	
May-22		\$ 899,496	
Jun-22		\$ 690,378	
Jul-22		\$ 616,980	
Aug-22		\$ 638,976	
Sep-22		\$ 830,622	
Oct-22		\$ 1,095,354	
Nov-22		\$ 1,125,852	
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Jan-23		\$ 1,478,334	
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Sep-25		\$ 830,622	
Oct-25		\$ 1,095,354	
Nov-25		\$ 1,125,852	
Dec-25		\$ 1,253,304	
Jan-26		\$ 1,478,334	
Feb-26		\$ 1,382,862	
Mar-26		\$ 1,350,648	
Apr-26		\$ 1,158,690	

REDACTED

May-26		\$ 899,496	
Jun-26		\$ 690,378	
Jul-26		\$ 616,980	
Aug-26		\$ 638,976	
Sep-26		\$ 830,622	
Oct-26		\$ 1,095,354	
Nov-26		\$ 1,125,852	
Dec-26		\$ 1,253,304	
Jan-27		\$ 1,478,334	
Feb-27		\$ 1,382,862	
Mar-27		\$ 1,350,648	
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Sep-27		\$ 830,622	
Oct-27		\$ 1,095,354	
Nov-27		\$ 1,125,852	
Dec-27		\$ 1,253,304	
Jan-28		\$ 1,478,334	
Feb-28		\$ 1,382,862	
Mar-28		\$ 1,350,648	
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Oct-30		\$ 1,095,354	
Nov-30		\$ 1,125,852	
Dec-30		\$ 1,253,304	
Jan-31		\$ 1,478,334	
Feb-31		\$ 1,382,862	
Mar-31		\$ 1,350,648	
Apr-31		\$ 1,158,690	
May-31		\$ 899,496	

REDACTED

The Narragansett Electric Company
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Jun-31		\$ 690,378	
Jul-31		\$ 616,980	
Aug-31		\$ 638,976	
Sep-31		\$ 830,622	
Oct-31		\$ 1,095,354	
Nov-31		\$ 1,125,852	
Dec-31		\$ 1,253,304	
Jan-32		\$ 1,478,334	
Feb-32		\$ 1,382,862	
Mar-32		\$ 1,350,648	
Apr-32		\$ 1,158,690	
May-32		\$ 899,496	
Jun-32		\$ 690,378	
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Responses to Commission's First Set of Data Requests
Issued on September 17, 2013

Commission 1-2

Request:

Does the market cost comparison take into account the possibility of negative pricing? If not, please provide a PPA to market cost comparison which assumes the negative pricing rule is approved by FERC.

Response:

The forecast used for the market cost comparison does not take into account the possibility of negative pricing.

After discussions with forecast consultants and industry peers, the Company does not believe that a robust analysis that includes negative pricing can be provided at this point in time. The negative pricing rule was recently proposed and was not previously present in the market. Consequently, factoring in the possibility of negative pricing in the market cost comparison would require a level of modeling and assumptions that would be too tenuous to be useful.

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4437
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Responses to Commission’s First Set of Data Requests
Issued on September 17, 2013

Commission 1-3

Request:

Referring to p.6 of Corinne Abrams, what assurance does the Company have that Bowers Project will donate the URI grants and scholarships referenced in Corinne Abrams’ testimony?

Response:

Prior to when Champlain Wind and the Company executed the Power Purchase Agreement (the “PPA”), Champlain Wind provided the Company with an executed copy of the Memorandum of Understanding (“MOU”) between Champlain Wind and the University of Rhode Island Foundation. The MOU, which is attached as Attachment COMM 1-3, documents Champlain Wind’s intent to establish the First Wind Renewable Energy Grant Fund and scholarships, subject to the execution and approval of the PPA.



THE UNIVERSITY OF RHODE ISLAND FOUNDATION
79 UPPER COLLEGE ROAD, KINGSTON, RI 02881
401.874.7900 ■ WWW.URIFOUNDATION.ORG

Memorandum of Understanding

First Wind Renewable Energy Grant Fund

We, Champlain Wind, LLC ("Champlain") wish to establish with the University of Rhode Island (the "University") a grant fund to support the mission and interests of the University and its students, faculty, staff and programs in support of programming focused on Renewable Energy. This Memorandum of Understanding will serve to document our intentions.

Section 1: Naming

The fund shall be named the First Wind Renewable Energy Grant Fund (the "Fund").

Section 2: Purpose

The purpose of the Fund will be to support renewable energy research and education at the University.

Annually, the Provost of the University will award \$50,000 to faculty and/or graduate students to support research or educational programs focused on Renewable Energy at the University. The Provost will review the proposals submitted and select the project(s) with the greatest potential to advance the application and potential for renewable energy in Rhode Island, regionally, and nationally.

Section 3: Funding

Champlain will provide a gift of \$50,000 annually, subject to Champlain executing a power purchase agreement with The Narragansett Electric Company (the "PPA") and the approval of the PPA by the Rhode Island PUC, payable on the Initial Payment Date (as hereinafter defined) and each anniversary of the Initial Payment Date thereafter (as hereinafter defined) during the period (a) commencing on date that is 90 days following the date on which Champlain closes construction financing for the Bowers wind generating facility located in Carroll Plantation and Kossuth Township, Maine (the "Initial Payment Date") and (b) terminating upon the expiration or earlier termination of the PPA.

Any alumnus, friend, corporation foundation, trust, estate or other entity can make additional contributions to this fund.

The URI Foundation gift fee structure will apply.

Section 4: Amendments

Any terms and conditions of this Memorandum of Understanding may be modified or deleted or new provisions added by mutual consent of the University and Champlain or Champlain's authorized representatives.

Section 5: Changed Circumstances

If the distribution of the Fund at some time in the future cannot be applied usefully to the above purpose, it may be used for any related purposes, as determined by the URI Foundation's Board, which will most nearly accomplish the interests described above.

Section 6: Reporting and Stewardship

Correspondence regarding the fund will be mailed to:

Champlain Wind, LLC
c/o First Wind
34 Tower Road
Mars Hill, ME 04758
Fax: 207-425-7930
Email: dtheriault@firstwind.com
Attn: Senior Asset Manager

[Signature page follows.]

Champlain Wind, LLC agrees to the terms of this Memorandum of Understanding in support of the University of Rhode Island Foundation and its mission and interests.

CHAMPLAIN WIND, LLC

BY: MAINE WIND HOLDINGS, LLC
ITS MEMBER

By: 
Name: MACQUEEN
Title: ASST. SECRETARY

5/20/2013
Date:

Accepted by the University of Rhode Island Foundation

Prepared by:

Development Officer

Date

Approved by:

Provost

Date

Michael J. Smith, President, URI Foundation

Date

As is customary with universities across the country, a one-time gift fee is deducted from all gifts to provide essential support to URI's overall development activities. The fee is currently set at 5%.



Champlain Wind, LLC agrees to the terms of this Memorandum of Understanding in support of the University of Rhode Island Foundation and its mission and interests.

CHAMPLAIN WIND, LLC

By: _____
Name: _____
Title: _____

Date: _____

Accepted by the University of Rhode Island Foundation

Prepared by: _____
Development Officer

5/16/13

Date

Approved by: _____
Provost

5/16/13

Date

Michael J. Smith, President, URI Foundation

5/16/13

Date

As is customary with universities across the country, a one-time gift fee is deducted from all gifts to provide essential support to URI's overall development activities. The fee is currently set at 5%.



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Issued on September 17, 2013

Commission 1-4

Request:

Are any of the terms/conditions of the \$50,000 URI grant and \$25,000 scholarship known? Is it known what specific purpose/program the funding is intended to support?

Response:

The Memorandum of Understanding (“MOU”) attached as COMM 1-3 reflects the intentions of Champlain Wind, LLC and the University of Rhode Island (the “University”) to establish the First Wind Renewable Energy Grant Fund (the “Fund”).

Champlain Wind has provided the Company with the following information concerning the Fund:

The Fund will support renewable energy research and education at the University. First Wind, Champlain Wind’s parent company, also sponsors a scholarship program for college-bound high school seniors from project communities who have an expressed interest in science, technology and/or the environment. One student from each project community receives a one-time, \$3,000 college scholarship, and one exceptional student from the applicant pool receives a 4-year, \$20,000 scholarship. For more information about this program, see <http://www.firstwind.com/our-commitments/education-programs>. In addition to a scholarship allocated to the Bowers Wind project community, First Wind will allocate an additional scholarship for students at one Rhode Island high school.

Commission 1-5

Request:

Is there a 2013 ESAI forecast and if so, why wasn't it used in the market cost comparison?

Response:

The Company obtained a market forecast from ESAI in May of 2013 for the purpose of evaluating an RFP in another jurisdiction.

The market forecast is used as a tool to conduct the price evaluation of bids. It is important that the market forecast used to evaluate bids is delivered right before the bids are due. This provides the Company with the best possible tool for evaluating bids at that point in time. Bids are similar to forecasts, in that they are only valid for a short period of time. Therefore, using a more recent forecast to evaluate older-dated bids would not be useful to the solicitation process.

The Company received the market forecast it used for bid evaluations of the third solicitation for Rhode Island long-term contracts on July 28, 2012. The bids for this third solicitation were due on August 3, 2012. Therefore, the Company had the best possible market tool to evaluate the third solicitation bids. The Company completed bid evaluations and analyses by October 16, 2012. As such, it was not appropriate to use any additional forecasts after that date.

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4437
Review of Power Purchase Agreement – Champlain Wind, LLC
Pursuant to R.I.G.L. § 39-26 *et seq.*
Responses to Commission's First Set of Data Requests
Issued on September 17, 2013

Commission 1-6

Request:

In the event there is a situation where Grid was entitled to collect damages, what entity would Grid seek damages from?

Response:

In the event that there is a situation where National Grid was entitled to collect damages, National Grid would seek such damages from Champlain Wind, LLC.