

October 8, 2015

VIA HAND DELIVERY & ELECTRONIC MAIL

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

**RE: Docket 4574 - Review of Power Purchase Agreement – Copenhagen Wind Farm, LLC
Pursuant to Rhode Island General Laws § 39-26.1 et seq.**

Dear Ms. Massaro:

Enclosed for filing with the Public Utilities Commission (PUC) is a copy of a First Amendment to Power Purchase Agreement (Amendment), which National Grid¹ and Copenhagen Wind Farm, LLC (Copenhagen Wind) have executed, as described in the rebuttal testimony of Corinne M. DiDomenico that the Company filed on September 28, 2015.

As explained in Ms. DiDomenico's rebuttal testimony, the purpose of the Amendment is to amend the definition of the "Delivery Point" in the Power Purchase Agreement (PPA) to make it clear that the "Delivery Point" is a reflection of the Energy being settled in the Company's account within ISO-NE. Therefore, the Amendment makes two principal changes to the PPA. First, the Amendment revises the definition of the "Delivery Point" to mean a proxy bus designated for the New York Interface by ISO-NE as Node ID 4011 – the I.Roseton 345 1 external node, or a successor. Second, the Amendment deletes Exhibit F of the PPA, as Exhibit F is no longer required in light of the aforementioned change in the definition of "Delivery Point."

The Company continues to support approval of the PPA for the reasons set forth in its August 3, 2015 filing. Accordingly, National Grid recommends that the PUC approve the PPA, as amended by the enclosed Amendment.

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 4574 Service List
Leo Wold, Esq.
Jon Hagopian, 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 any materials accompanying this certificate was electronically transmitted to the individuals listed below.

Paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.

Joanne M. Scanlon

October 8, 2015
Date

Docket No. 4574 - National Grid – Review of PPA - Copenhagen Wind Farm, LLC Service List updated 9/2/15

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FIRST AMENDMENT TO POWER PURCHASE AGREEMENT

This FIRST AMENDMENT TO POWER PURCHASE AGREEMENT (this “**Amendment**”) is entered into as of October 2, 2015, by and between The Narragansett Electric Company, d/b/a National Grid, a Rhode Island corporation (“**Buyer**”), and Copenhagen Wind Farm, LLC, a Delaware limited liability company (“**Seller**”). Buyer and Seller are individually referred to herein as a “**Party**” and are collectively referred to herein as the “**Parties**”).

WHEREAS, Buyer and Seller are parties to that certain Power Purchase Agreement dated as of July 24, 2015 (the “**Agreement**”) pursuant to which Seller has agreed to sell and deliver, and Buyer has agreed to purchase and receive, certain Products generated by or associated with the Facility during the Services Term (in each case as defined in the Agreement); and

WHEREAS, Buyer has submitted the Agreement to the Rhode Island Public Utilities Commission the (“**PUC**”) in Docket No. 4574 in order to apply for the Regulatory Approval as provided in the Agreement; and

WHEREAS, as part of the proceeding in that docket, the Parties have agreed to alter the delivery point information in response to certain recommendations submitted by the Rhode Island Division of Public Utilities and Carriers;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In the introductory paragraph of the Agreement, the phrase “(this “**Agreement**”)” is deleted in its entirety and replaced with “(as amended from time to time in accordance with the terms hereof, this “**Agreement**”).

2. The definition of “Delivery Point” in Section 1 of the Agreement is deleted in its entirety and replaced with the following:

“**Delivery Point**” shall mean the Node within the ISO-NE settlement system that is the proxy bus designated for the New York Interface by ISO-NE as Node ID 4011 - the I.Roseton 345 1 external node, or a proxy bus that serves as a successor proxy bus to Node ID 4011 - the I.Roseton 345 1 external node, where Seller shall Deliver the Energy to Buyer within the ISO-NE control area. When a provision of this Agreement refers to delivering Energy or delivery of Energy (or any similar term) to the Delivery Point, such phrase shall be deemed to refer to Delivering Energy or Delivery of Energy (or the analogous term), each as defined herein, to the Delivery Point.

3. Exhibit F to the Agreement is deleted in its entirety, and the references to Exhibit F in the Table of Contents of the Agreement is deleted in its entirety.

4. The usage in this Amendment of terms which are defined in the Agreement is in accordance with the usage thereof in the Agreement.

5. Except as specifically amended hereby, all terms and provisions contained in the Agreement shall remain unchanged and in full force and effect, and each of the Parties ratifies and confirms all such terms and provisions. In the event of a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

6. In accordance with Section 18 of the Agreement, this Amendment shall only become effective if it is approved by the PUC in conjunction with its approval of the Agreement in Docket No. 4574.

7. Two or more counterparts of this Amendment may be signed by the parties, each of which shall be an original but all of which together shall constitute one and the same instrument. Facsimile signatures hereon shall be deemed to have the same effect as original signatures.

8. Interpretation and performance of this Amendment shall be in accordance with, and shall be controlled by, the laws of the State of Rhode Island (without regard to its principles of conflicts of law).

[Signature Page Follows]

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Amendment to be duly executed on its behalf as of the date first above written.

THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID

By:  *PNS CMT*
Name: John V. Vaughn
Title: Authorized Signatory

COPENHAGEN WIND FARM, LLC

- By: Copenhagen Wind Farm Holdings, LLC, its Sole Member
- By: OE Copenhagen Wind Farm Holdings, LLC, its Managing Member
- By: OE Copenhagen Holding Company, LLC, its Managing Member
- By: OwnEnergy, Inc., its Sole Member

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Amendment to be duly executed on its behalf as of the date first above written.

THE NARRAGANSETT ELECTRIC COMPANY, D/B/A NATIONAL GRID

By: _____
Name:
Title:

COPENHAGEN WIND FARM, LLC

By: Copenhagen Wind Farm Holdings, LLC, its Sole Member
By: OE Copenhagen Wind Farm Holdings, LLC, its Managing Member
By: OE Copenhagen Holding Company, LLC, its Managing Member
By: OwnEnergy, Inc., its Sole Member

By:  _____
Name: **Tristan Grimbert**
Title: **President & CEO**