

February 22, 2018

VIA HAND DELIVERY & ELECTRONIC MAIL

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

**RE: Docket 4719 - 2017 Gas Cost Recovery Interim Filing
Responses to Division Data Requests – Set 4**

Dear Ms. Massaro:

Enclosed please find 10 copies of National Grid's¹ responses to the following requests from the Rhode Island Division of Public Utilities and Carriers Fourth Set of Data Requests issued on February 5, 2018 in the above-referenced docket: Division 4-1, Division 4-4, Division 4-7, Division 4-18 through 4-20, and Division 4-24.

This filing also includes a Motion for Protective Treatment of Confidential Information in accordance with Rule 1.2(g) of the Public Utilities Commission's Rules of Practice and Procedure and R.I. Gen. Laws § 38-2-2(4)(B). National Grid seeks protection from public disclosure of certain confidential and privileged information, which is contained in the Company's response to Division 4-19, as well as in Attachment DIV 4-7(a), Attachment DIV 4-19-1, and Attachment DIV 4-19-2. In compliance with Rule 1.2(g), National Grid has provided the PUC with one complete, un-redacted copy of the confidential materials in a sealed envelope marked "**Contains Privileged and Confidential Materials – Do Not Release,**" and has included confidential and/or redacted copies of the materials for the public filing.

Thank you for your attention to this matter. If you have any questions, please contact me at 401-784-7415.

Very truly yours,



Robert J. Humm

Enclosures

cc: Docket 4719 Service List
Leo Wold, Esq.
Al Mancini, Division
Bruce Oliver, Division
Tim Oliver, Division

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

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

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Interim Gas Cost Recovery Filing)	Docket No. 4719
2017-2018)	
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**MOTION OF THE NARRAGANSETT ELECTRIC
COMPANY D/B/A NATIONAL GRID FOR PROTECTIVE
TREATMENT OF CONFIDENTIAL INFORMATION**

National Grid¹ hereby requests that the Rhode Island Public Utilities Commission (PUC) grant protection from public disclosure of certain confidential, competitively sensitive, and proprietary information submitted in this proceeding, as permitted by PUC Rule 1.2(g) 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 Rule 1.2 (g)(2).

I. BACKGROUND

On February 22, 2018, National Grid filed with the PUC its responses to the Fourth Set of Data Requests from the Division of Public Utilities and Carriers in this docket (Division Set 4). Division Set 4 includes Data Request Division 4-7, seeking, *inter alia*, the Company’s assessment of the contributions to required incremental gas purchases that resulted from increased gas throughput requirements for transportation service balancing for capacity assigned customers and capacity exempt customers; and Division 4-19, seeking copies of confidential contracts between National Grid and ENGIE Gas & LNG LLC (ENGIE) and costs of anticipated

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

purchase volumes. National Grid's response to Division 4-7 includes a redacted an un-redacted version of Attachment DIV 4-7(a), as that attachment contains confidential and proprietary information relative to gas marketers. National Grid's response to Division 4-7 includes a redacted an un-redacted versions of Attachments DIV 4-19-1 and DIV 4-19-2, which contain the confidential liquefied natural gas (LNG) Liquid Agreement and Firm Combination Agreement between National Grid and ENGIE. In addition, National Grid's response to Division 4-19(c) includes confidential pricing terms, which have been provided in a redacted and un-redacted version. Therefore, National Grid requests that, pursuant to Rule 1.2(g), the PUC afford confidential treatment to the information contained in the un-redacted versions of the Company's responses and confidential attachments to Division 4-7 and 4-19.

II. LEGAL STANDARD

Rule 1.2(g) of the PUC's Rules of Practice and Procedure 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). 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 as confidential and to protect that information from public disclosure.

In that regard, R.I. Gen. Laws § 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 the determination as to whether this exemption applies requires the application of a two-pronged test set forth in *Providence Journal Company v. Convention Center Authority*, 774 A.2d 40 (R.I. 2001). The exemption applies where the disclosure of information would be likely either (1) to impair the government's ability to obtain necessary information in the future; or (2) to cause substantial harm to the competitive position of the person from whom the information was obtained. *Providence Journal*, 774 A.2d 40.

The first prong of the test assesses whether the information was provided voluntarily to the governmental agency. *Providence Journal*, 774 A.2d at 47. If the answer to the first question is affirmative, then the question becomes whether the information is "of a kind that would customarily not be released to the public by the person from whom it was obtained." *Id.*

III. BASIS FOR CONFIDENTIALITY

The confidential information contained in the Company's response to Division 4-19(c) and Attachment DIV 4-7(a), Attachment DIV 4-19-1, and Attachment DIV 4-19-2 is information of the type that the Company ordinarily would not make public. The information the Company seeks to protect in Attachment DIV 4-7(a) is third party gas marketer information that National Grid ordinarily would not make public, and is confidential and proprietary to those gas marketers. The information in Attachment DIV 4-7(a) also includes confidential gas cost pricing terms. The Company's response to Division 4-19(c) and Attachments DIV 4-19-1 and DIV 4-19-2 also contain confidential gas cost pricing information. The contracts at Attachments DIV 4-19-1 and DIV 4-19-2 are confidential by their terms. Additionally, the pricing information provided is confidential and privileged information of the type that the Company does not

ordinarily make public. Public disclosure of such information could impair National Grid's ability to obtain advantageous pricing in the future, thereby causing substantial competitive harm. Accordingly, National Grid seeks protection for such confidential information.

IV. CONCLUSION

For the foregoing reasons, National Grid respectfully requests that the PUC grant its Motion for Protective Treatment of Confidential Information.

Respectfully submitted,

**THE NARRAGANSETT ELECTRIC
COMPANY d/b/a NATIONAL GRID**
By its attorney,

A handwritten signature in blue ink, appearing to read 'RH', with a long horizontal flourish extending to the right.

Robert J. Humm, Esq. (#7920)
National Grid
280 Melrose Street
Providence, RI 02907
(401) 784-7415
Dated: February 22, 2018

Division 4-1

Request:

Re: National Grid's January 29, Interim Gas Cost Recovery Filing, please:

- a. Provide actual sendout volumes for National Grid's Rhode Island system for each day from November 1, 2017 through January 31, 2018.
- b. Provide a breakdown of actual daily sendout volumes for each day from November 1, 2017 through January 31, 2018 for:
 - i. Firm Sales Service;
 - ii. Firm Transportation Service;
 - iii. Non-Firm Sales Service; and
 - iv. Non-Firm Transportation Service.
- c. Identify each day in the period from November 1, 2017 through January 31, 2018 that non-firm gas sales and/or non-firm transportation service was interrupted or curtailed and for each day identified indicate:
 - i. The number of non-firm customers for whom service was interrupted or curtailed;
 - ii. The reason for each interruption or curtailment of service to non-firm customers; and
 - iii. The duration of the curtailment.
- d. For each day in the period from November 1, 2017 through January 31, 2018 that non-firm gas sales and/or non-firm transportation service was interrupted or curtailed:
 - i. Indicate the volumes of unauthorized gas use identified by the Company;
 - ii. Document the Company's computation of penalties associated with unauthorized gas use volumes for non-firm service customers.

Response:

- a. Provided below are the actual sendout volumes (in dekatherms) for National Grid's Rhode Island system for each day from November 1, 2017 through January 31, 2018.

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4719
In Re: 2018 Interim Gas Cost Recovery Filing
Responses to Division's Fourth Set of Data Requests
Issued on February 5, 2018

Division 4-1, page 2

Actual Sendout Volumes			
<u>Day</u>	<u>November-17</u>	<u>December-17</u>	<u>January-18</u>
1	95,402	153,202	366,533
2	62,549	166,719	333,206
3	68,447	164,577	284,428
4	93,592	161,736	300,004
5	67,498	117,311	372,864
6	77,485	168,490	388,576
7	127,441	186,464	334,867
8	164,337	187,403	249,798
9	131,733	205,158	244,836
10	217,797	199,537	224,450
11	206,301	197,268	159,374
12	170,746	202,836	104,122
13	177,919	272,268	229,723
14	178,114	278,721	297,149
15	156,254	265,926	313,661
16	152,494	251,094	230,033
17	184,497	246,731	237,962
18	115,365	206,515	262,546
19	153,749	158,757	230,232
20	173,628	214,027	181,384
21	110,866	223,823	178,044
22	149,811	225,882	193,721
23	171,442	184,730	162,586
24	149,907	191,248	240,008
25	109,316	232,354	279,187
26	163,245	284,870	244,955
27	195,118	316,535	147,056
28	159,124	361,087	166,753
29	149,250	345,768	243,059
30	146,262	320,024	276,311
31		361,735	241,946

Division 4-1, page 3

- b. Please see Attachment DIV 4-1b for a breakdown of actual daily sendout volumes for each day from November 1, 2017 through January 31, 2018 for: (i) Firm Sales Service and FT-2 Transportation Service, (ii) FT-1 Firm Transportation Service, (iii) Non-Firm Sales Service, and (iv) Non-Firm Transportation Service. The Company does not have daily information for Sales and FT-2 customers. The Company computed the Firm Sales Service and FT-2 Transportation Service by subtracting the FT-1, Non-Firm Sales, and Non-Firm sendout from the total daily usage.
- c. Please see the table below for curtailments since November 1, 2017:

Effective Date*	End Date*	# Gas Days	# Customers Curtailed	Reason
12/13/2017	12/15/2017	2	11	Cold weather and LNG use
12/27/2017	1/8/2018	12	11	Cold weather and LNG use
1/14/2018	1/16/2018	2	11	Cold weather and LNG use

*All of these start at 10:00 a.m. on the Effective Date and end at 10:00 a.m. on the End Date.

- d.
- i. The Company has identified no use of unauthorized gas during this period.
- ii. The Company computes the unauthorized gas charges according to its gas tariff, at RIPUC NG-GAS No. 101, Section 5, Schedule G, Part 5.0; and Section 6, Schedule A, Parts 7.0 and 9.0.

Actual Usage in DTH					
	(i)	(ii)	(iii)	(iv)	
	Firm Sales	Firm		Non-Firm	
DATE	& FT-2	Transportation	Non Firm Sales	Transportation	Total Sendout
		Service (FT1 only)		Service	
11/1/2017	65,427	23,949	1,250	4,776	95,402
11/2/2017	35,514	21,060	1,361	4,614	62,549
11/3/2017	40,854	21,483	1,347	4,763	68,447
11/4/2017	65,939	21,775	743	5,135	93,592
11/5/2017	42,363	19,386	1,038	4,711	67,498
11/6/2017	48,815	22,551	1,301	4,819	77,485
11/7/2017	92,862	27,735	1,355	5,490	127,441
11/8/2017	125,215	31,543	1,451	6,128	164,337
11/9/2017	96,716	28,036	1,234	5,748	131,733
11/10/2017	175,968	34,833	1,286	5,711	217,797
11/11/2017	167,600	32,292	1,178	5,231	206,301
11/12/2017	134,273	29,866	1,396	5,212	170,746
11/13/2017	138,114	32,418	1,650	5,737	177,919
11/14/2017	138,410	32,642	1,579	5,483	178,114
11/15/2017	119,159	30,654	1,489	4,953	156,254
11/16/2017	115,795	30,397	1,601	4,701	152,494
11/17/2017	144,731	32,512	1,748	5,506	184,497
11/18/2017	87,327	23,503	1,043	3,493	115,365
11/19/2017	118,503	29,075	1,519	4,652	153,749
11/20/2017	134,742	31,903	1,845	5,137	173,628
11/21/2017	79,645	25,713	1,113	4,395	110,866
11/22/2017	115,800	28,409	1,134	4,469	149,811
11/23/2017	136,381	28,964	1,499	4,598	171,442
11/24/2017	117,570	26,889	1,419	4,029	149,907
11/25/2017	81,987	22,879	951	3,500	109,316
11/26/2017	127,969	29,241	1,464	4,571	163,245
11/27/2017	153,546	34,389	1,738	5,446	195,118
11/28/2017	122,454	30,488	1,529	4,653	159,124
11/29/2017	112,235	30,701	1,671	4,643	149,250
11/30/2017	111,118	29,540	1,031	4,573	146,262

Actual Usage in DTH					
	(i)	(ii)	(iii)	(iv)	
	Firm Sales	Firm		Non-Firm	
DATE	& FT-2	Transportation	Non Firm Sales	Transportation	Total Sendout
		Service (FT1 only)		Service	
12/1/2017	117,714	29,737	1,185	4,567	153,202
12/2/2017	132,476	28,744	1,181	4,319	166,719
12/3/2017	129,268	29,330	1,424	4,556	164,577
12/4/2017	124,231	31,201	1,542	4,762	161,736
12/5/2017	84,927	26,900	1,383	4,101	117,311
12/6/2017	129,115	32,359	1,698	5,318	168,490
12/7/2017	146,036	33,679	1,646	5,104	186,464
12/8/2017	147,790	33,422	1,399	4,792	187,403
12/9/2017	166,325	32,888	1,253	4,692	205,158
12/10/2017	159,962	33,326	1,492	4,758	199,537
12/11/2017	155,683	34,938	1,771	4,876	197,268
12/12/2017	162,407	35,329	1,183	3,917	202,836
12/13/2017	230,841	41,427	-	-	272,268
12/14/2017	236,702	42,019	-	-	278,721
12/15/2017	223,016	39,895	87	2,928	265,926
12/16/2017	207,858	36,603	1,426	5,207	251,094
12/17/2017	202,814	37,294	1,405	5,218	246,731
12/18/2017	165,579	34,866	1,606	4,463	206,515
12/19/2017	122,662	30,506	1,649	3,940	158,757
12/20/2017	173,362	35,207	1,763	3,695	214,027
12/21/2017	182,047	36,255	1,781	3,740	223,823
12/22/2017	185,235	35,371	1,502	3,774	225,882
12/23/2017	149,593	29,830	1,173	4,134	184,730
12/24/2017	154,749	30,788	1,241	4,470	191,248
12/25/2017	191,374	34,546	1,495	4,939	232,354
12/26/2017	243,514	38,741	437	2,179	284,870
12/27/2017	274,569	41,966	-	-	316,535
12/28/2017	316,127	44,960	-	-	361,087
12/29/2017	300,726	45,042	-	-	345,768
12/30/2017	277,618	42,406	-	-	320,024
12/31/2017	316,837	44,898	-	-	361,735

Actual Usage in DTH					
	(i)	(ii)	(iii)	(iv)	
	Firm Sales	Firm		Non-Firm	
DATE	& FT-2	Transportation	Non Firm Sales	Transportation	Total Sendout
		Service (FT1 only)		Service	
1/1/2018	320,211	46,322	-	-	366,533
1/2/2018	287,666	45,540	-	-	333,206
1/3/2018	243,013	41,415	-	-	284,428
1/4/2018	257,887	42,117	-	-	300,004
1/5/2018	324,595	48,269	-	-	372,864
1/6/2018	341,085	47,491	-	-	388,576
1/7/2018	290,266	44,601	-	-	334,867
1/8/2018	205,763	39,833	1,545	2,657	249,798
1/9/2018	199,816	39,026	1,516	4,478	244,836
1/10/2018	181,598	36,605	1,343	4,904	224,450
1/11/2018	124,191	29,973	1,156	4,054	159,374
1/12/2018	75,406	24,491	1,165	3,060	104,122
1/13/2018	191,212	35,289	-	3,222	229,723
1/14/2018	256,374	40,775	-	-	297,149
1/15/2018	269,675	43,986	-	-	313,661
1/16/2018	189,007	37,043	1,403	2,580	230,033
1/17/2018	194,836	38,005	1,504	3,617	237,962
1/18/2018	217,013	40,125	1,588	3,820	262,546
1/19/2018	188,251	35,814	1,343	4,823	230,232
1/20/2018	146,230	29,888	1,239	4,028	181,384
1/21/2018	141,998	30,750	1,221	4,074	178,044
1/22/2018	154,392	33,921	1,225	4,183	193,721
1/23/2018	127,029	30,408	1,262	3,886	162,586
1/24/2018	196,136	37,908	1,511	4,454	240,008
1/25/2018	233,335	41,158	1,616	3,078	279,187
1/26/2018	201,514	36,917	1,379	5,145	244,955
1/27/2018	115,239	26,943	1,131	3,743	147,056
1/28/2018	131,714	29,861	1,148	4,031	166,753
1/29/2018	197,825	38,528	1,468	5,238	243,059
1/30/2018	228,843	41,566	1,636	4,266	276,311
1/31/2018	99,699	38,539	101,084	2,779	242,100

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4719
In Re: 2018 Interim Gas Cost Recovery Filing
Responses to Division's Fourth Set of Data Requests
Issued on February 5, 2018

Division 4-4

Request:

Re: National Grid's January 29, Interim Gas Cost Recovery Filing and the testimony of Witness Leary at page 5, lines 8-11, please provide the workpapers, data, and analyses relied upon to compute or estimate the referenced **765,782 Dth** amount used to reflect the incremental gas supplies purchased during the first 16 days of January 2018.

Response:

Please see the table below that showing the 765,782 dekatherms purchased in the first 16 days of January 2018.

	Dracut Purchases	Additional TGP Purchases	Additional AGT Purchases	AIM M3 Purchases	Total Market Area Volumes
Jan 1, 2018	38,771	20,000	0	7,500	66,271
Jan 2, 2018	38,771	20,000	0	7,500	66,271
Jan 3, 2018	35,000	0	0	7,000	42,000
Jan 4, 2018	38,771	10,000	0	7,500	56,271
Jan 5, 2018	38,771	19,794	15,000	8,000	81,565
Jan 6, 2018	38,771	20,500	13,300	8,500	81,071
Jan 7, 2018	38,771	20,500	15,000	7,500	81,771
Jan 8, 2018	38,771	10,000	0	6,500	55,271
Jan 9, 2018	25,000	0	0	5,500	30,500
Jan 10, 2018	8,000	0	0	5,000	13,000
Jan 11, 2018	0	0	0	0	0
Jan 12, 2018	0	0	0	0	0
Jan 13, 2018	38,771	0	0	6,500	45,271
Jan 14, 2018	38,771	0	707	6,500	45,978
Jan 15, 2018	38,771	5,000	5,000	6,500	55,271
Jan 16, 2018	38,771	0	0	6,500	45,271
	494,481	125,794	49,007	96,500	765,782

Division 4-7

Request:

Re: National Grid's January 29, Interim Gas Cost Recovery Filing and the testimony of Witness Leary at page 5, lines 8-12. Please:

- a. Provide the Company's assessment (in as much detail as possible) of the contributions to required incremental gas purchases that resulted from increased gas throughput requirements for:
 - i. Transportation service balancing:
 - (a) For capacity assigned customers; and
 - (b) For capacity exempt customers.
 - ii. Non-Firm service that was not interrupted or curtailed and/or Non-Firm customer requirements that could not be or were not interrupted upon request.
- b. Provide the volumes of Non-Firm gas deliveries provided for each day between December 9, 2017 and January 16, 2018:
 - i. For Non-Firm Sales Service customers; and
 - ii. For Non-Firm Transportation Service customers.
- c. Provide aggregate transportation delivery imbalances by day for each day from December 1, 2017 through January 30, 2018.
- d. Provide the amounts credited to, or charged against, marketers for daily imbalances for each day between December 9, 2017 and January 16, 2018.
- e. Provide the cumulative imbalances for marketers serving firm transportation customers as of December 15, 2017 and at the end of each gas day from December 9, 2017 through January 16, 2018.

Division 4-7, page 2

Response:

- a. (i) The Company does not balance by rate, so the information is not available. Based on the Company's response to part (c) below, marketers serving FT-1 customers have over-delivered to avoid potential penalties for under-deliveries during the winter season. Marketers also have an added incentive during periods when the Company issues an operational flow order to over-deliver. Please see confidential Attachment DIV 4-7(a) for the charges/credits by day and whether an operational flow order was in effect.

(ii) All service to Non-Firm customers was interrupted as requested by the Company, so Non-Firm customers did not contribute to the incremental gas purchases made by the Company.
- b. (i) (ii) The Company cannot identify the amount of gas the Marketers delivered to Non-Firm Transportation customers because deliveries are a combination of Firm and Non-Firm customers. Please see the Company's response to Division DIV 4-1(c) for a listing of these curtailment dates for December 2017 and January 2018. The FT-2 monthly read customers are given a daily requirement, based on historical customer usage and forecasted temperature, which they must meet or receive a penalty.
- c. Please see Attachment DIV 4-7(c) for aggregate transportation delivery imbalances by day for each day from December 1, 2017 through January 30, 2018 (positive number indicates over-delivery and negative number indicates under-delivery).
- d. Please see Attachment DIV 4-7(d) for the amounts credited to, or charged against, Marketers for daily imbalances for each day between December 9, 2017 and January 16, 2018.
- e. Please see Attachment DIV 4-7(e) for the cumulative imbalances for Marketers serving Firm Transportation customers as of December 15, 2017 and at the end of each gas day from December 9, 2017 through January 16, 2018.

DIV 4-7 (c)

FT1 Transportation Delivery Imbalances	
Gas Day	DTH
12/1/2017	957
12/2/2017	1,777
12/3/2017	1,057
12/4/2017	863
12/5/2017	-1,365
12/6/2017	-1,924
12/7/2017	1,035
12/8/2017	1,607
12/9/2017	785
12/10/2017	3,058
12/11/2017	3,185
12/12/2017	3,406
12/13/2017	3,332
12/14/2017	2,965
12/15/2017	1,783
12/16/2017	256
12/17/2017	974
12/18/2017	4,171
12/19/2017	3,857
12/20/2017	4,925
12/21/2017	6,365
12/22/2017	1,589
12/23/2017	2,152
12/24/2017	2,808
12/25/2017	5,801
12/26/2017	7,733
12/27/2017	7,426
12/28/2017	8,288
12/29/2017	3,170
12/30/2017	3,973
12/31/2017	5,067
1/1/2018	4,981
1/2/2018	4,108
1/3/2018	4,260
1/4/2018	3,787
1/5/2018	4,777

DIV 4-7 (c)

FT1 Transportation Delivery Imbalances	
Gas Day	DTH
1/6/2018	7,818
1/7/2018	3,461
1/8/2018	-1,008
1/9/2018	3,296
1/10/2018	1,752
1/11/2018	2,562
1/12/2018	5,049
1/13/2018	3,687
1/14/2018	4,496
1/15/2018	952
1/16/2018	4,160
1/17/2018	5,082
1/18/2018	2,681
1/19/2018	2,993
1/20/2018	793
1/21/2018	3,163
1/22/2018	309
1/23/2018	-324
1/24/2018	2,443
1/25/2018	1,349
1/26/2018	2,152
1/27/2018	3,873
1/28/2018	1,482
1/29/2018	724
1/30/2018	923
1/31/2018	1,533

DIV 4-7 (d)

**FT1 Transportation Penalty Charge
For Daily Imbalances (After Trading)**

Gas Day	Dollars (\$)
12/9/2017	\$0.00
12/10/2017	\$0.00
12/11/2017	\$0.00
12/12/2017	\$0.00
12/13/2017	\$0.00
12/14/2017	\$0.00
12/15/2017	\$0.00
12/16/2017	\$0.00
12/17/2017	\$0.00
12/18/2017	\$0.00
12/19/2017	\$0.00
12/20/2017	\$0.00
12/21/2017	\$0.00
12/22/2017	\$0.00
12/23/2017	\$0.00
12/24/2017	\$0.00
12/25/2017	\$0.00
12/26/2017	\$0.00
12/27/2017	\$0.00
12/28/2017	\$0.00
12/29/2017	\$0.00
12/30/2017	\$0.00
12/31/2017	\$0.00
1/1/2018	\$0.00
1/2/2018	\$0.00
1/3/2018	\$0.00
1/4/2018	\$0.00
1/5/2018	\$0.00
1/6/2018	\$0.00
1/7/2018	\$0.00
1/8/2018	\$51,084.03
1/9/2018	\$0.00
1/10/2018	\$0.00
1/11/2018	\$0.00
1/12/2018	\$3,628.94
1/13/2018	\$0.00
1/14/2018	\$212.07
1/15/2018	\$0.00
1/16/2018	\$0.00

**FT1 Transportation Penalty Charge
For Daily Imbalances (Before Trading)**

Gas Day	Dollars (\$)
12/9/2017	\$0.00
12/10/2017	\$0.00
12/11/2017	\$0.00
12/12/2017	\$0.00
12/13/2017	\$0.00
12/14/2017	\$0.00
12/15/2017	\$0.00
12/16/2017	\$0.00
12/17/2017	\$0.00
12/18/2017	\$0.00
12/19/2017	\$0.00
12/20/2017	\$0.00
12/21/2017	\$0.00
12/22/2017	\$0.00
12/23/2017	\$0.00
12/24/2017	\$238.39
12/25/2017	\$768.67
12/26/2017	\$0.00
12/27/2017	\$0.00
12/28/2017	\$0.00
12/29/2017	\$0.00
12/30/2017	\$0.00
12/31/2017	\$0.00
1/1/2018	\$0.00
1/2/2018	\$7,921.85
1/3/2018	\$0.00
1/4/2018	\$0.00
1/5/2018	\$0.00
1/6/2018	\$0.00
1/7/2018	\$0.00
1/8/2018	\$51,084.03
1/9/2018	\$0.00
1/10/2018	\$0.00
1/11/2018	\$0.00
1/12/2018	\$4,262.88
1/13/2018	\$0.00
1/14/2018	\$212.07
1/15/2018	\$9,017.99
1/16/2018	\$0.00

DIV 4-7 (e)

FT1 Transportation Cumulative Delivery Imbalances		
Date	Imbalance Volume (DTH)	Cumulative Imbalance (DTH)
12/8/2017	1,607.30	1,607.30
12/9/2017	784.90	2,392.20
12/10/2017	3,057.50	5,449.70
12/11/2017	3,185.20	8,634.90
12/12/2017	3,406.10	12,041.00
12/13/2017	3,331.60	15,372.60
12/14/2017	2,964.80	18,337.40
12/15/2017	1,783.20	20,120.60
12/16/2017	256.10	20,376.70
12/17/2017	974.10	21,350.80
12/18/2017	4,171.40	25,522.20
12/19/2017	3,857.20	29,379.40
12/20/2017	4,924.60	34,304.00
12/21/2017	6,364.80	40,668.80
12/22/2017	1,589.30	42,258.10
12/23/2017	2,152.40	44,410.50
12/24/2017	2,807.80	47,218.30
12/25/2017	5,800.70	53,019.00
12/26/2017	7,732.70	60,751.70
12/27/2017	7,425.90	68,177.60
12/28/2017	8,287.60	76,465.20
12/29/2017	3,170.20	79,635.40
12/30/2017	3,972.70	83,608.10
12/31/2017	5,066.90	88,675.00
1/1/2018	4,980.95	93,655.95
1/2/2018	4,108.00	97,763.95
1/3/2018	4,260.17	102,024.12
1/4/2018	3,786.87	105,810.98
1/5/2018	4,776.75	110,587.73
1/6/2018	7,817.92	118,405.66
1/7/2018	3,461.18	121,866.84
1/8/2018	-1,007.50	120,859.33
1/9/2018	3,296.10	124,155.43
1/10/2018	1,752.37	125,907.80
1/11/2018	2,562.27	128,470.07
1/12/2018	5,048.85	133,518.91
1/13/2018	3,686.82	137,205.74
1/14/2018	4,496.48	141,702.22
1/15/2018	951.90	142,654.12
1/16/2018	4,159.51	146,813.62

Division 4-18

Request:

Re: National Grid's January 29, Interim Gas Cost Recovery Filing and the testimony of Witness Culliford at page 4, lines 1-3, for each month of the period November 1, 2017 through January 31, 2018, please provide:

- a. The Dth of gas supplies included in the Company's existing portfolio; and
- b. The Dth of market area-priced supplies.

Response:

- a. Provided below are the dekatherms of gas supplies included in the Company's existing portfolio that were purchased in the market area for each month of the period November 1, 2017 through January 31, 2018. Included are supplies priced at Texas Eastern M-3, Transco Zone 6 Non-N.Y., and Dracut purchases, which are priced at Tennessee Zone 6 delivered.

	<u>November</u>	<u>December</u>	<u>January</u>
Market Area Supply Purchases - Within Portfolio	693,153	1,167,858	1,467,645

- b. Provided below are the dekatherms of total market area purchases made by the Company for each month of the period November 1, 2017 through January 31, 2018. Included are supplies priced at Texas Eastern M-3, Transco Zone 6 Non-N.Y., Algonquin citygates, and all supply priced at Tennessee Zone 6 delivered, including both Dracut and Tennessee citygates.

	<u>November</u>	<u>December</u>	<u>January</u>
Total Market Area Supply Purchased	693,153	1,245,858	1,642,446

Redacted
Division 4-19

Request:

Re: National Grid's January 29, Interim Gas Cost Recovery Filing and the testimony of Witness Culliford at page 6, line 3, through page 8, line 11. Please:

- a. Provide a complete copy of each of the new contracts entered into with ENGIE.
- b. Provide the monthly volumes that National Grid expects to purchase from ENGIE for gas under each contract for the duration of those contracts.
- c. Provide the cost of anticipated purchase volumes for each month through October 2018.

Response:

- a. Please see Attachment DIV 4-19-1 for a copy of the confidential liquefied natural gas (LNG) Liquid Agreement between ENGIE Gas & LNG LLC (ENGIE) and the Company. Please see Attachment DIV 4-19-2 for a copy of the confidential Firm Combination Agreement between ENGIE and the Company.
- b. As of February 12, 2018, the Company purchased the total contract quantity of the 100,000 MMBtus by trucking to both the Exeter and Providence LNG facilities for the ENGIE LNG Liquid Agreement. As of February 14, 2018, the Company has used 40,000 MMBtus of the 150,000 MMBtus of the ENGIE Firm Combination Agreement in vapor form delivered to the Company's citygates. As for the remaining 110,000 MMBtus, the Company intends to use the remaining volume in the form of either vapor or liquid in order to stay at or above the LNG rule curve. Should any volumes remain on the contract after March 31, 2018, the Company may take the remainder in liquid form anytime between April and October 2018 to replenish LNG inventories.
- c. If there should be any remaining volumes the Company with would pay [REDACTED]

TRANSACTION CONFIRMATION
 FOR IMMEDIATE DELIVERY

<p>ENGIE Gas & LNG LLC</p>		<p>Date: January 10, 2018 Transaction Confirmation: NSB042-15</p>
<p>This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated December 19, 2011. The terms of this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.</p>		
<p>Seller or Party A: ENGIE Gas & LNG LLC 1990 Post Oak Blvd Suite 1900 Houston, TX 77056 Attn: Contract Administration Telephone: (713) 636-1742 Facsimile: (713) 636-1247 Email: jason.austin@engie.com Base Contract No. NSB042</p>	<p>Buyer or Party B: The Narragansett Electric Company d/b/a National Grid c/o National Grid 100 East Old Country Road Hicksville, NY 11801 Attn: Director - Gas Contracting and Regulatory Compliance Telephone: (516) 545-3108 Email: john.allocca@Nationalgrid.com</p>	
<p>Contract Price: Buyer shall pay to Seller a Contract Price per MMBtu of LNG equal to the following two components:</p> <ol style="list-style-type: none"> I. Commodity Rate: For each MMBTU of LNG delivered to Buyer during the Delivery Period, Buyer will pay to Seller a rate per MMBtu equal to [REDACTED] of the New York Mercantile Exchange ("NYMEX") natural gas futures contract settlement price for the last of trading for the Month in which the LNG is purchased, as posted in the Wall Street Journal ("Commodity Rate") and II. Call Payment: [REDACTED] ("Call Payment") for Firm delivery of LNG during the Delivery Period as set forth herein. The call payment shall be paid to Seller [REDACTED] service commencing January 10, 2018 through and including March 31, 2018. <p>The Commodity Rate and the Call Payment components each as stated on a per MMBtu basis, are hereinafter collectively referred to as the "Contract Price" per MMBtu and shall be paid in accordance with Section 7 of the Base Contract.</p> <p>Notwithstanding the foregoing, in the event of Force Majeure (as such event is defined in Section 5.7 of the LNG Annex) occurring on any Day during the Delivery Period Seller is unable to deliver the quantity of LNG nominated by Buyer, and as to which Buyer has made a Call Payment, then for each such Day of the period of Force Majeure (and Seller's failure to deliver), Seller shall refund to Buyer a pro rate portion of the Call Payment which shall be determined by multiplying the quantity of LNG nominated by Buyer but not delivered by Seller on each such Day [REDACTED]</p>		
<p>Delivery Period: January 10, 2018 at 10:00 am Eastern Time through and including 9:59 am Eastern Time on October 1, 2018.</p>		
<p>Performance Obligation and Contract Quantity: Firm Liquid Services</p> <p>Firm (Variable) Quantity: Buyer agrees to purchase on a Firm basis, a Maximum Daily Quantity ("MDQ") of 5,000 MMBtu (up to seven (5) LNG Trucks) of LNG per Day with a total Contract Quantity during the Delivery Period not to exceed 100,000 MMBtu, plus any additional quantities required to fill the final LNG Truck to capacity.</p>		
<p>Delivery Point(s):</p> <p>For Firm delivery service of LNG, at the truck loading flange of the Distrigas of Massachusetts LLC marine LNG terminal located in Everett, Massachusetts ("Facility") for redelivery to Buyer only at its National Grid Facilities.</p>		
<p>Special Conditions:</p> <ol style="list-style-type: none"> 1. Transportation of LNG from the Distrigas of Massachusetts LLC marine LNG terminal in Everett, MA, shall be scheduled solely by Buyer. All costs associated with such transportation, including any surcharges, shall be the responsibility of the Buyer. 2. Dodd-Frank Compliance: The parties agree that for purposes of this Transaction Confirmation and as of the Trade Date each party is a producer, processor, commercial user of, or a merchant handling the commodity that is the subject of the Transaction Confirmation and is entering into this Transaction Confirmation solely for purposes related to its business as such. The parties confirm their intention that if any such commodity option transaction be physically settled, such that if exercised, it results in the sale of a commodity for either immediate or deferred delivery. 		

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- 3. In the event of a conflict between the terms and conditions of the (i) Transaction Confirmation, (ii) LNG Annex (iii) Special Provisions and (iv) Base Contract, the terms and conditions of the documents shall govern in the priority listed in this proviso.
- 4. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended by any Special Provisions and the LNG Annex.

Seller or Party A:

ENGIE Gas & LNG LLC

By: Rudolph R Adamiak

Name: RUDOLPH R ADAMIAK

Title: SVP-COMMERCIAL

Date: January 26, 2018

Buyer or Party B:

The Narragansett Electric Company d/b/a National Grid

By: John V. Vaughn

Name: Authorized Signatory

Title: _____

Date: January 30, 2018

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TRANSACTION CONFIRMATION
 FOR IMMEDIATE DELIVERY

ENGIE Gas & LNG LLC	Date: January 9, 2018 Transaction Confirmation: NSB042-14
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This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated December 19, 2011. The terms of this Transaction Confirmation are binding unless disputed in writing within two (2) Business Days of receipt unless otherwise specified in the Base Contract.

Seller or Party A: ENGIE Gas & LNG LLC 1990 Post Oak Blvd Suite 1900 Houston, TX 77056 Attn: Contract Administration Telephone: (713) 636-1742 Facsimile: (713) 636-1247 Email: jason.austin@engie.com Base Contract No. NSB042	Buyer or Party B: The Narragansett Electric Company d/b/a National Grid c/o National Grid 100 East Old Country Road Hicksville, NY 11801 Attn: Director - Gas Contracting and Regulatory Compliance Telephone: (516) 545-3108 Email: john.allocca@NationalGrid.com
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Contract Price: Buyer shall pay to Seller a Contract Price per MMBtu equal to the following two components:

- I. **Commodity Rate:** For each MMBTU of Gas or LNG delivered to Buyer during the Delivery Period, Buyer will pay to Seller a rate per MMBtu equal to [REDACTED] of the New York Mercantile Exchange ("NYMEX") natural gas futures contract settlement price for the last of trading for the Month in which the Gas or LNG is purchased, as posted in the Wall Street Journal ("Commodity Rate") and
- II. **Call Payment:** [REDACTED] ("Call Payment") for Firm delivery of LNG or Gas during the Delivery Period as set forth herein. The call payment shall be paid to Seller [REDACTED] for service commencing January 10, 2018 through and including March 31, 2018.

The Commodity Rate and the Call Payment components each as stated on a per MMBtu basis, are hereinafter collectively referred to as the "Contract Price" per MMBtu and shall be paid in accordance with Section 7 of the Base Contract.

Notwithstanding the foregoing, in the event of Force Majeure (as such event is defined in Section 5.7 of the LNG Annex) occurring on any Day during the Delivery Period Seller is unable to deliver the quantity of LNG nominated by Buyer, and as to which Buyer has made a Call Payment, then for each such Day of the period of Force Majeure (and Seller's failure to deliver), Seller shall refund to Buyer a pro rate portion of the Call Payment which shall be determined by multiplying the quantity of LNG nominated by Buyer but not delivered by Seller on each such Day by [REDACTED]

Delivery Period:

LNG: January 10, 2018 at 10:00 am Eastern Time (ET) through and including October 1, 2018 at 9:59 am ET.

Gas: January 10, 2018 at 10:00 am ET through and including April 1, 2018 at 9:59 am ET.

Performance Obligation and Contract Quantity: Firm Combination (Liquid and/or Vapor) Services

Firm (Variable) Quantity: For deliveries of both Gas and LNG during each Delivery Period, a Maximum Daily Quantity or "MDQ" not to exceed 10,000 MMBtu per Day with a total Contract Quantity of Gas and LNG during each such Delivery Period not to exceed 150,000 MMBtu, subject to the following:

- I. The MDQ stated herein is aggregated. On any Day during each Delivery Period (i) deliveries of only Gas to Buyer shall not exceed an MDQ of 10,000 MMBtu, and (ii) deliveries of only LNG to Buyer shall not exceed an MDQ of 10,000 MMBtu, based on one (1) LNG Truck equaling approximately 1,000 MMBtu, plus any additional quantities required to fill such LNG Truck to capacity; and
- II. On any day when both LNG and Gas are being delivered, the combined daily quantities shall be acknowledged such that this Firm Combination Service shall remain within the MDQ stated herein.

<p>Delivery Point(s):</p> <p><u>LNG:</u> For Firm delivery service of LNG, at the truck loading flange of the Distrigas of Massachusetts LLC marine LNG terminal located in Everett, Massachusetts ("Facility") for redelivery to Buyer only at its National Grid Facilities.</p> <p><u>Gas:</u> For Firm delivery of Gas, Buyer may nominate up to 10,000 MMBtu/day for delivery on a secondary basis at meter # 0004 (Dey Street).</p>	
<p>Special Conditions:</p> <ol style="list-style-type: none"> <u>Transportation of LNG:</u> Transport from the Distrigas of Massachusetts LLC marine LNG terminal in Everett, MA, shall be scheduled solely by Buyer. All costs associated with such transportation, including any surcharges, shall be the responsibility of the Buyer. <u>Scheduling:</u> All Notices and communications given in connection with Nominations pursuant to Section 4 of the Base Contract may be provided by telephone or instant messaging. Buyer shall make all Nominations for deliveries of Gas occurring on any weekday, weekend day (i.e., Saturday, Sunday, Monday) and any Holiday, prior to 10:00 a.m. Eastern Standard Time (EST) on the Business Day prior to the Day of Gas flow. Nominations are not required to be ratable. <u>Dodd-Frank Compliance:</u> The parties agree that for purposes of this Transaction Confirmation and as of the Trade Date each party is a producer, processor, commercial user of, or a merchant handling the commodity that is the subject of the Transaction Confirmation and is entering into this Transaction Confirmation solely for purposes related to its business as such. The parties confirm their intention that if any such commodity option transaction be physically settled, such that if exercised, it results in the sale of a commodity for either immediate or deferred delivery. <u>Document Conflict:</u> In the event of a conflict between the terms and conditions of the (i) Transaction Confirmation, (ii) LNG Annex (iii) Special Provisions and (iv) Base Contract, the terms and conditions of the documents shall govern in the priority listed in this proviso, as applicable depending on whether the purchase was of LNG or Gas. Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended by any Special Provisions and the LNG Annex. 	
<p>Seller or Party A:</p> <p>ENGIE Gas & LNG LLC</p> <p>By: <u>Rudolph R. Adamiak</u></p> <p>Name: <u>RUDOLPH R. ADAMIAK</u></p> <p>Title: <u>SVP-COMMERCIAL</u></p> <p>Date: January <u>26</u>, 2018</p>	<p>Buyer or Party B:</p> <p>The Narragansett Electric Company d/b/a National Grid</p> <p>By: <u>John V. Vaughn</u></p> <p>Name: <u>Authorized Signatory</u></p> <p>Title: _____</p> <p>Date: January <u>30</u>, 2018</p>

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Division 4-20

Request:

Re: National Grid's January 29, Interim Gas Cost Recovery Filing and the testimony of Witness Culliford, Attachments NGC-1 and NGC-2, page 14 of 17. Please provide the economic and other analyses relied upon to justify the dollar amount of the increase in "Total Supplier Demand Costs" that is reflected in the Company's Interim Gas Cost Recovery Filing.

Response:

The Company relied on spot purchases when all of the supplies in the Company's portfolio had been exhausted and the Company required additional supply to meet sendout requirements. The Company experienced design-like and above design-like weather that resulted in increased usage and required the Company purchase expensive market-area priced gas throughout the two months, including supplies over and above the supply and capacity resources in the Company's portfolio.

The Company entered into both a liquefied natural gas (LNG) Liquid Agreement and Firm Combination Agreement with ENGIE Gas & LNG LLC (ENGIE) (which includes a demand cost) during the extended cold period in order to refill its LNG facilities. The Company's LNG storage balance fell below the design season rule curve and the purchase of the liquid contract was necessary in order to put the Company back on the LNG rule curve and ensure LNG would be available for the remainder of the winter season. The Company entered into this Firm Combination Agreement for the following two reasons: (1) during the extreme cold period, few counterparties were able to deliver pipeline gas to the National Grid citygates due to restrictions on the interstate pipelines; and (2) the addition of the combination agreement provides supply for deliveries to the Company's citygates, and also provides an opportunity for the Company to stay at or above the design season rule curve for the remainder of the winter season.

Division 4-24

Request:

Re: National Grid's January 29, Interim Gas Cost Recovery Filing, and the Testimony of Witness Culliford, page 5 of 10, lines 1-7. Please:

- a. Detail the steps the Company has taken or plans to take during the remainder of the current 2017-18 winter season to refill or replenish its LNG inventories and separately show LNG refill activity for each LNG storage location.
- b. Provide the Company's actual January 31, 2018, end-of-month LNG Storage Inventory Balances.
- c. Provide the Company's projected end-of-month LNG Storage Inventory Balances for February 2018 and March 2018, and April 2018.

Response:

- a. The Company began using its liquid refill agreement with ENGIE Gas & LNG LLC (ENGIE) as soon as possible to get back in line with the design rule curve. As of Monday, February 12, 2018, the Company fulfilled the total contract quantity of the 100,000 MMBtus by trucking to both the Exeter and Providence liquefied natural gas (LNG) facilities. As for the vapor and liquid combination contract with ENGIE, it is the intent of the Company to use the volume in the form of either vapor or liquid in order to stay at or above the LNG rule curve for the remainder of the winter season. Should any volume remain on the contract after March 31, 2018, the Company may take the remainder in liquid form anytime between April and October 2018 to replenish LNG inventories during the off-peak season.

Shown below is the Company's refill activity for each LNG storage location (in MMBtus).

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4719
In Re: 2018 Interim Gas Cost Recovery Filing
Responses to Division's Fourth Set of Data Requests
Issued on February 5, 2018

Division 4-24, page 2

	<u>Exeter</u>	<u>Providence</u>		<u>Exeter</u>	<u>Providence</u>
Jan-01-18	0	0	Feb-01-18	0	4,462
Jan-02-18	0	0	Feb-02-18	0	4,468
Jan-03-18	0	0	Feb-03-18	0	4,483
Jan-04-18	0	0	Feb-04-18	0	0
Jan-05-18	0	0	Feb-05-18	0	0
Jan-06-18	0	0	Feb-06-18	0	4,425
Jan-07-18	0	0	Feb-07-18	0	0
Jan-08-18	0	0	Feb-08-18	0	4,522
Jan-09-18	0	0	Feb-09-18	0	4,574
Jan-10-18	0	0	Feb-10-18	0	0
Jan-11-18	0	0	Feb-11-18	0	0
Jan-12-18	0	0	Feb-12-18	0	2,750
Jan-13-18	0	0	Feb-13-18	0	0
Jan-14-18	1,823	0	Feb-14-18	0	0
Jan-15-18	3,594	0	Feb-15-18	0	0
Jan-16-18	2,691	0	Feb-16-18	0	0
Jan-17-18	2,738	0	Feb-17-18	0	0
Jan-18-18	4,587	0	Feb-18-18	0	0
Jan-19-18	1,692	0	Feb-19-18	0	0
Jan-20-18	0	4,515	Feb-20-18	0	0
Jan-21-18	2,639	4,519	Feb-21-18	0	0
Jan-22-18	4,472	0	Feb-22-18	0	0
Jan-23-18	1,716	0	Feb-23-18	0	0
Jan-24-18	2,731	4,526	Feb-24-18	0	0
Jan-25-18	4,425	0	Feb-25-18	0	0
Jan-26-18	1,814	0	Feb-26-18	0	0
Jan-27-18	0	4,521	Feb-27-18	0	0
Jan-28-18	0	4,524	Feb-28-18	0	0
Jan-29-18	0	4,448	Total	0	29,684
Jan-30-18	0	4,444			
Jan-31-18	0	4,466			
Total	34,922	35,963			

Division 4-24, page 3

- b. Provided below are the Company's actual January 31, 2018 end-of-month LNG Storage Inventory Balances.

	<u>Exeter</u>	<u>Providence</u>	<u>Total</u>
End of January 2018 LNG Storage Inventory Balance	112,706	185,266	297,972

(Usable inventory in MMBtu)

- c. The Company's design rule curve requires that the Company's usable LNG Storage Inventory Balances be at least 18,000 MMBtus by the end of February 2018 and 0 MMBtus by the end of March 2018. The off-peak LNG refill season begins on April 1, 2018, so there is no projected end of month balance for April 2018.