

March 12, 2019

VIA HAND DELIVERY & ELECTRONIC MAIL

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

**RE: Docket 4816 - Gas Long-Range Resource and Requirements Plan for the Forecast Period 2017/18 to 2026/27
Responses to Division Data Requests – Set 3**

Dear Ms. Massaro:

Enclosed please find 10 copies of National Grid's¹ responses to the Third Set of Data Requests issued by the Division of Public Utilities and Carriers (Division) in the above-referenced docket.

This filing also contains a Motion for Protective Treatment of Confidential Information in accordance with Rule 1.3(H) of the Public Utilities Commission's (PUC) Rules of Practice and Procedure and R.I. Gen. Laws § 38-2-2(4)(B). National Grid seeks protection from public disclosure of confidential and privileged information contained in Attachment DIV 3-2. In compliance with Rule 1.3(H), National Grid has provided the PUC with one complete, unredacted copy of the confidential attachment in a sealed envelope marked "**Contains Privileged and Confidential Materials – Do Not Release,**" and has included redacted copies of the attachment 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 4816 Service List
Jonathan Schrag, Division
Leo Wold, Esq.
Greg Lander

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

The 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

March 12, 2019
Date

**Docket No. 4816 – National Grid’s Gas Long-Range Resource Plan
Service List as of 2/5/2019**

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

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)	
The Narragansett Electric Company)	Docket No. 4816
d/b/a National Grid)	
Gas Long-Range Resource and Requirements Plan)	
for the Forecast Period 2017/18 to 2026/27)	
)	
)	

**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 810-RICR-00-00-1-1.3(H)(3) of the PUC’s Rules of Practice and Procedure (Rule 1.3(H)) 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 1.3(H)(2).

I. BACKGROUND

On March 12, 2019, National Grid filed responses to the Third Set of Data Requests from the Division of Public Utilities and Carriers in this docket (Division Set 3). Attachment DIV 3-2 is a copy of a citygate delivered supply agreement that includes confidential gas cost pricing information provided in response to a Request for Proposals (RFP). The Company requests that, pursuant to Rule 1.3(H), the PUC afford confidential treatment to the information contained in Attachment DIV 3-2.

II. LEGAL STANDARD

Rule 1.3(H) 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 this confidential information 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 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.

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

III. BASIS FOR CONFIDENTIALITY

The information contained in Attachment DIV 3-2 should be protected from public disclosure. Attachment DIV 3-2 includes confidential gas cost pricing terms, which is confidential and privileged information of the type that the Company does not ordinarily make public. Public disclosure of the information in Attachment DIV 3-2 could impair the Company's ability to obtain advantageous pricing or other terms in the future, thereby causing substantial competitive harm. Accordingly, the Company is providing Attachment DIV 3-2 to the PUC on a voluntary basis to assist the PUC with its decision-making in this proceeding, but respectfully requests that the PUC provide confidential treatment to the information.

IV. CONCLUSION

For the foregoing reasons, the Company 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,



Robert J. Humm, Esq. (#7920)
National Grid
280 Melrose Street
Providence, RI 02907
(401) 784-7415
Dated: March 12, 2019

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 4816
In Re: Long-Range Resource and Requirements Plan
For the Forecast Period 2017/18 to 2026/27
Responses to the Division's Third Set of Data Requests
Issued on February 19, 2019

PUC 3-1

Request:

With respect to Company's responses to DIV 2-8 and DIV 2-9 which are contained in Response 2-8; for each of the Tabs entitled "Nov-15" thru "Dec-18", there is a hard-coded value in spreadsheet column "F" in the row in each such tab with the label "OFF-SYSTEM SALES SUPPLY UTILIZATION" in spreadsheet column "A"; and with respect to each hard-coded value, please explain in detail each hard-coded value's derivation.

Response:

For each specific month, the hard-coded value is as follows:

The sum of all purchase costs supporting third-party sales and gas supplies for the firm sales customer under the "least cost purchase dispatch order" plus all interstate pipeline transportation commodity charges divided by the sum of all volumes purchased to support third-party sales and gas supplies for the firm sales customer.

PUC 3-2

Request:

With respect to Company's Responses to DIV 2-7; for the 2018 Dated Responses please explain or respond (as applicable) to the following follow-up requests:

- a. What is the purpose of AGT contract #510985?
 - i. What supply is available to Company that is delivered on/onto the Manchester Street lateral that can be delivered to the Crary Street location during peak periods?
 - ii. Does the Company have a contract with any supplier with firm delivery capacity from an AGT interconnect with a pipeline that can deliver to either or both of the G-12 System or Manchester St.?
 1. If so, please provide that contract,
- b. With respect to Columbia contract #31522; what is the supply source (i.e., the interconnecting facility) at Eagle-25; and
 - i. What is the basis that Company uses for supply at such receipt location?
- c. With respect to Columbia contract #31523; what is the supply source (i.e., the interconnecting facility) at Broad Run-19? ; and
 - i. What is the basis that Company uses for supply at such receipt location?
- d. With respect to Columbia contract #31524; what is the supply source (i.e., the interconnecting facility) at Maumee? ; and
 - i. What is the basis that Company uses for supply at such receipt location?
 - ii. Can Company access supplies into Columbia at that location from NEXUS Pipeline?; and if so, what is the priority attributable to such location by Columbia?
- e. With respect to Dominion contract #100118; does the referenced Leidy Group meter enable Company to deliver gas to TETCO at that location, to Transco at that location, both?, neither? And if neither, what pipeline facility can Company make deliveries to at that location?
- f. With respect to Transco contract #9081767:
 - i. Is the \$0.1306 rate a daily rate?
 - ii. What supplies, other than those from NFGS at Wharton, are in the path under Company's contract?
 - iii. Are receipts at such in the path points available at the same rate?
- g. With respect to PNGTS contract #210203; Company has contracts for 10,910 Dthd delivered at the inlet to PNGTS at Hereford:
 - i. What supplies does Company anticipate accessing at Hereford for the balance of its 29,000 Dthd entitlement from Hereford to Dracut?
 - ii. Please identify all shippers on TCPL to Hereford that do not have contract(s) from Hereford to locations downstream of Hereford on PNGTS.

PUC 3-2, page 2

Response:

- a. Pursuant to Algonquin Gas Transmission, LLC (Algonquin) contract #510985 (and the associated precedent agreement), Algonquin constructed a new meter station that enables the delivery of up to 96,000 dekatherm (Dth) per day on a firm basis from the head of the Manchester Street lateral to the new point of interconnection with the Company's distribution system at Crary Street. This new delivery point improves the overall reliability of the distribution system. Specifically, it eliminates the need to call on deliveries from the National Grid LNG LLC (NGLNG) facility for distribution system pressure support. In the past, absent this new delivery point, vaporization from the NGLNG facility was at times required for pressure support because of constraints in the distribution system and the inability to move available supplies. In addition, Crary Street also provides additional flexibility in system operations and will be especially valuable in maintaining continuous service to existing customers in the event of a planned or unplanned shutdown of the 200 pounds per square inch gauge (psig) line that begins at the East Providence take station, crosses the Providence River, and supplies the 99 psig distribution system at the NGLNG facility.
 - i. All supplies available to the Company under its existing transportation contracts with Algonquin can be scheduled for delivery to the Crary Street meter in accordance with Algonquin's scheduling procedures.
 - ii. For the 2018-19 winter period, the Company entered into a citygate delivered supply agreement with Constellation, contract NSB042-17, for the option of delivery up to 13,100 Dth per day to the Dey Street meter and up to 1,000 Dth per day to the Warren meter. Constellation delivers this supply using their existing capacity on the G-Lateral.
 1. Please see Attachment DIV 3-2 for a copy of the confidential contract with Constellation.
- b. Columbia interconnects at Eagle-25 with Texas Eastern Transmission, LP.
 - i. The Company uses the Texas Eastern, M3 basis for this receipt location.
- c. Columbia interconnects at Broad Run-19 with Tennessee Gas Pipeline Company.
 - i. The Company uses the Columbia Gas, Appalachia basis for this receipt location.
- d. Columbia interconnects at Maumee with Panhandle Eastern Pipe Line Company, LP.
 - i. The Company uses the Columbia Gas, Appalachia basis for this receipt location.
 - ii. The Company does not have access to supplies from NEXUS Pipeline at this location.

PUC 3-2, page 3

- e. The Company has the ability to deliver to both Texas Eastern and Transco using Dominion contract #100118.
- f. With respect to Transco contract #9081767:
 - i. Yes, \$0.1306 is a daily rate.¹
 - ii. While the Company has primary rights to gas at NFGS at Wharton, the Company purchases gas from Transco, Leidy Line receipts, a secondary point.
 - iii. Yes, they are the same rate.
- g. With respect to Portland Natural Gas Transmission System (PNGTS) contract #210203:
 - i. In the Company's response to Division 2-7, the Maximum Daily Quantity (MDQ) for Union contract #M12274, TransCanada contract 358577, and PNGTS contract #210203 should all be 10,757 Dth per day. The MDQ for the PNGTS contract was listed as 29,000 Dth per day with the note explaining the phase-in volumes. These three contracts are tied together for all three phases of the Portland Xpress Project, with contract having contractual MDQs of 10,757 Dth per day for Phase I; 25,705 Dth per day upon completion of Phase II; and 29,000 Dth per day upon completion of Phase III. The Company does not have any excess entitlements from East Hereford to Dracut.
 - ii. For a list of shippers on TCPL please see:
<http://www.tccustomerexpress.com/888.html>.
For a list of shippers on PNGTS please see:
<http://www.gasnom.com/ip/pngts/>.

¹ On August 31, 2018, Transco filed with the Federal Energy Regulatory Commission (FERC) for a general rate increase, which included an increase in its Zone 6-6 rate from \$0.1306 to \$0.16278 to take effect March 1, 2019. That case, Docket RP18-1126, is currently pending before the FERC.

REDACTED VERSION

TRANSACTION CONFIRMATION

<p>ENGIE Gas & LNG LLC</p>	<p>Date: August 7, 2018 Transaction Confirmation: NSB042-17</p>
<p>This Transaction Confirmation is subject to the Base Contract between Seller, formerly known as GDF SUEZ Gas NA LLC, and Buyer dated December 19, 2011, as amended. 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:</p> <p>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:</p> <p>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 Gas equal to the following two components:</p> <p>1. Commodity Rate. For each MMBtu of Gas delivered to Buyer during the Delivery Period, Buyer will pay to Seller a rate per MMBtu equal to [REDACTED] ("Commodity Rate"); and</p> <p>2. Demand Charge: Additionally, Buyer shall make annually, a non-refundable demand charge payment to Seller of [REDACTED] for Firm delivery of Gas set forth herein ("Demand Charge"). The Demand Charge due and payable hereunder shall be paid to Seller in four monthly installments of [REDACTED] in December 2018, and January, February and March 2019.</p> <p>The Commodity Rate and the Demand Charge components, each as stated on a per MMBtu basis, are hereinafter collectively referred to as the "Contract Price" (per MMBtu).</p> <p>[REDACTED]</p>	
<p>Delivery Period: The total term of this Transaction Confirmation shall be December 1, 2018, at 10:00 am Eastern Time (ET) through and including 9:59 am ET on April 1, 2019: ✓</p>	

REDACTED VERSION

Performance Obligation and Contract Quantity: Firm Gas service.

Firm (Variable) Quantity: On any day during the Delivery Period, Buyer shall have the right, but not the obligation, to purchase on a Firm basis a "Maximum Daily Quantity" or "MDQ" of Gas not to exceed **14,100 MMBtu/day** and a total Contract Quantity of **507,600 MMBtu** during the Delivery Period. ✓

Delivery Point(s):

For Firm delivery service of Gas on the Algonquin Gas Transmission system at a primary firm point at Meter No. 00012 (Warren) in the maximum amount of 1,000 MMBtu/Day and at a secondary firm in-path point at Meter No. 00018 (Bourne) in the maximum amount of 13,100 MMBtu/Day.

Special Conditions:

- Scheduling:** 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 (Saturday, Sunday and Monday), and any Holiday, prior to 10:00 a.m. Eastern Time (ET) on the Business Day prior to the Day of Gas flow; for purposes herein, "Holiday" shall mean any day that the Intercontinental Exchange ("ICE") designates as a holiday. [REDACTED]
- [REDACTED]
- 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.
- In the event of a conflict between the terms and conditions of the (i) Transaction Confirmation, (ii) Special Provisions, and (iii) Base Contract, the terms and conditions of the documents shall govern in the priority listed in this proviso.
- Capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Base Contract, as amended, and as supplemented and modified by the Special Provisions.

Seller: **ENGIE Gas & LNG LLC**

By: [Signature]

Name: R. Wilson

Title: CEO

Date: 9/19/2018

Buyer: **The Narragansett Electric Company d/b/a National Grid**

By: [Signature]

Name: Patricia Gamarra

Title: Authorized Signatory

Date: 9/19/2018

SRK