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Also admitted in Massachusetts,  
Connecticut and Vermont

August 17, 2022

**VIA HAND DELIVERY & ELECTRONIC MAIL**

Emma Rodvien, Coordinator  
Energy Facility Siting Board  
89 Jefferson Boulevard  
Warwick, RI 02888

**Re: The Narragansett Electric Company  
(Aquidneck Island Gas Reliability Project Old Mill Lane, Portsmouth, RI)  
EFSB Docket No. SB-2021-04  
Responses to Record Requests from Hearing Held on July 25, 2022**

Dear Ms. Rodvien:

I am enclosing for filing on behalf of The Narragansett Electric Company (the “Company”) an original and seven (7) copies of the Company’s Response to the Energy Facility Siting Board (the “Board”) Record Requests from hearing held on July 25, 2022 in the above-referenced matter.

This filing is also accompanied by a Motion for Protective Treatment in accordance with R.I. Gen. Laws § 38-2-2(4). The Company seeks protection from public disclosure Attachment RR-11a, Attachment RR-11b and Attachment RR-11c. Accordingly, the Company has provided the Board with one un-redacted original and five (5) unredacted copies of the confidential materials for its review, and has otherwise included two (2) redacted copies of the report for the public record.



Emma Rodvien, Coordinator  
Energy Facility Siting Board  
August 17, 2022  
Page 2

If you have any questions, please contact me

Very truly yours,

A handwritten signature in blue ink, appearing to read "George W. Watson III", with a stylized flourish at the end.

George W. Watson III

Enclosure

Copy to: Docket SB-2021-04 Service List (by electronic mail)

## 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 Energy Facility Siting Board.



Heidi J. Seddon

August 17, 2022

Date

**SB-2021-04 The Narragansett Electric Company's Application for a License to Mobilize and Operate a Liquefied Natural Gas (LNG) Vaporization Facility at Old Mill Lane (Portsmouth, RI)**

**Updated May 31, 2022**

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**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

**RHODE ISLAND PUBLIC UTILITIES COMMISSION**

	)	
In re The Narragansett Electric Company	)	Docket No. SB-2021-04
Aquidneck Island Gas Reliability Project	)	
Old Mill Lane, Portsmouth, RI	)	
	)	

**MOTION OF THE NARRAGANSETT ELECTRIC COMPANY  
FOR PROTECTIVE TREATMENT**

The Narragansett Electric Company (the “Company”) hereby requests that the Rhode Island Energy Facility Siting Board (“EFSB” or the “Board”) grant protection from the public disclosure of certain confidential information submitted in this proceeding, as permitted by Rhode Island Gen. Laws § 38-2-2(4)(B) and (N).

**I. BACKGROUND**

In response to the EFSB’s Record Request 10 and 11 issued on July 25, 2022 at the EFSB Preliminary Hearing in the above referenced docket, the Company hereby submits information regarding its equipment demarcation at the Old Mill Lane Take Station shared by the Company and Enbridge and the route of Enbridge’s natural gas transmission line from the Sakonnet River to the Old Mill Take Station. The Company is seeking protective treatment of certain attachments to these responses because they contain critical energy infrastructure information (“CEII”) that should not be treated as a public record under state law as the information is highly sensitive scientific and technological data about the existing transmission infrastructure, “the disclosure of which would endanger the public welfare and security.” R.I.G.L. §38-2-2(4)(F). This motion seeks protection for the unredacted confidential version of the following attachments to the

Company's responses to Record Requests 10 and 11, Attachments RR-10a, RR-11b, and RR-11c, and any other CEII which may be used during these proceedings (collectively, "CEII Materials").

CEII is defined by the Federal Energy Regulatory Commission (FERC) as:

Specific engineering, vulnerability, or detailed design information about proposed or existing critical infrastructure (physical or virtual) that:

1. Relates details about the production, generation, transmission, or distribution of energy;
2. Could be useful to a person planning an attack on critical infrastructure;
3. Is exempt from mandatory disclosure under the [Federal] Freedom of Information Act, 5 U.S.C. § 552; and
4. Does not simply give the general location of the critical information.

18 CFR § 388.113(c)(2). In turn, "critical energy infrastructure" is defined as:

[E]xisting and proposed systems and assets, whether physical or virtual, the incapacity or destruction of which would negatively affect security, economic security, public health or safety, or any combination of those matters.

18 CFR § 388.113(c)(4).

Accordingly, The Company requests that a protective order be issued by the EFSB to protect from public disclosure the CEII Material and that any such information which is used in these proceedings be made a part of the sealed record.

## **II. LEGAL STANDARD**

Rhode Island's Access to Public Records Act (APRA), R.I.G.L. §38-2-1 *et seq.*, sets forth the parameters for public access to documents in the possession of state and local government agencies. Under APRA, all documents and materials submitted in connection with the transaction of official business by an agency are 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 Board falls within one of the designated exceptions to APRA, the Board has the authority under the terms of APRA to deem such information to be confidential and to protect that information from public disclosure.

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

Scientific and technological secrets and the security plans of military and law enforcement agencies, the disclosure of which would endanger the public welfare and security.

The Rhode Island Supreme Court has held that the agencies making determinations as to the disclosure of information under APRA may apply the balancing test established by the Court in Providence Journal v. Kane, 577 A.2d 661 (R.I. 1990). Under this balancing test, the Board may protect information from public disclosure if the benefit of such protection outweighs the public interest inherent in disclosure of information pending before regulatory agencies.

### **III. BASIS FOR CONFIDENTIALITY**

The Company seeks protection from public disclosure of CEII Material not for its own internal purposes, but for the welfare and safety of the public. The general practice of the Company and its affiliates is to provide CEII Material to select external audiences on a need-to-know basis after execution of a Non-Disclosure Agreement. Because of national security concerns as evidenced by FERC's CEII regulations, quoted above, the Company seeks a Protective Order for the CEII Materials in this proceeding.

The benefits of protecting this information from the public outweighs the public interest inherent in disclosure of information pending before regulatory agencies. The equipment demarcation and route of AGT line information in the CEII Materials is critical to the safe and reliable operation of the gas system and the safety of the public in general. The information should be treated in a confidential manner because disclosure of this information to the public could facilitate the ability of individuals to damage the Company's utility infrastructure and the regional gas distribution system. Further, the CEII Materials are the technical details of the system which should be of no interest to the public.

Public disclosure of this information would be contrary to the public interest and represent an undue risk to public safety. Extreme care must be exercised to protect sensitive information regarding the location of critical infrastructure from unnecessary public disclosure. For these reasons, the Board should determine that the CEII materials are "scientific and technological secrets ... the disclosure of which would endanger the public welfare and security" and provide protective treatment for the CEII Material by granting this Motion for a Protective Order pursuant to R.I.G.L. §38-2-2(4).<sup>1</sup>

#### **IV. CONCLUSION**

The Company respectfully requests that the CEII Material identified herein (i) be kept confidential indefinitely, (ii) not be placed in the public docket, and (iii) be disclosed only to the Board and to other parties that sign non-disclosure agreements.

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<sup>1</sup> 18 CFR §§388.112 and .113 of the FERC regulations provide for protection of CEII material submitted to FERC. As such, CEII material is also exempt from public disclosure under §38-2-2(4)(S) which exempts from disclosure records "required to be kept confidential by federal law or regulation..."



Respectfully submitted,  
The Narragansett Electric Company  
By its attorney,



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George W. Watson, III  
Robinson & Cole, LLP  
One Financial Plaza, 14th Floor  
Providence, RI 02903-2485

August 17, 2022

Record Request No. 9:

Indicate when the Company's former propane peak shaving equipment at Old Mill Lane was last used. Please provide a general timeline of the Company's propane operations, cessation of operations and equipment removal.

Response:

Please refer to the attached document titled "Town of Portsmouth Board of Review Decision dated September 25, 2001" (Attachment RR-9a) and referring to testimony by Mr. Gary Munroe of Southern Union Company provided on June 14, 2001 and July 19, 2001, on page 1 of 8. Mr. Munroe stated that the subject site on Old Mill Lane had been constructed in 1963 to serve as a peak shaving facility during times of heavy gas use, by injecting propane into the gas distribution system, and the peak shaving with propane continued until 1991 when the use of propane for peak shaving was discontinued.

After 1991, the site was not used for peak shaving until the winter of 2001 when the site was used for portable LNG vaporization while the EFSB licensing for the permanent Navy site was being completed. The propane peak shaving equipment, buried propane tanks, and above ground structures were removed in 2014.

Please also refer to testimony provided by Russel Walsh of Southern Union Company on page 3 of 8 who also indicated that the site was utilized for peak shaving utilizing propane, during his employment which started in 1966 and continued until 1991 at which time peak shaving with propane was discontinued.



## Town of Portsmouth

Post Office Box 207 / Portsmouth, Rhode Island 02871

Board of Review

(401) 683-3611

Petition of Southern Union Company  
successor in interest to Providence Gas Company  
135 Old Mill Lane  
Map 68, Lots 73 & 74  
Zoned: R-40

014652 Portsmouth, R.I.  
Received for record October 3, 2001  
at 10:55 o'clock A M  
and Recorded in Book No. 724  
Page 130 Carol Zinner  
\$19- Town Clerk

### DECISION

This matter came on to be heard before the Portsmouth Board of Review on June 14 and July 19, 2001, on Petitioner's application for a special use permit to allow the expansion of a nonconforming use on the subject site. Petitioner sought a special use permit pursuant to ART. VI, Sec. C of the Portsmouth Zoning Ordinance to allow modification of the existing facility for use as a temporary peak shaving facility for public utility gas supply.

Petitioner was represented by Robert M. Silva, Esq.. The Board heard the testimony of Gary Munroe, James Grasso, Charles Buckley, Nathan Godfrey, Michael Desmond and Russell Walsh in support of the petition. The Board also heard the testimony of Lawrence Sylvia, Jeffrey Houhanesian, Stephen McDonald, Mark Hatzberger, Katherine Hatzberger, E. Richard Carpender, Madeline Ray, Fidelis Sylvia, Mario DeSoto and Joseph Marshall.

Mr. Munroe testified that he is the Director of Systems Planning for Providence Gas. He stated the facility on the subject site was constructed in 1963 as a peak shaving facility. A peak shaving facility is a facility in which additional gas is pumped into the system during periods of heavy use. Initially, the gas company injected propane gas into the system at the subject site during peak periods. The present proposal calls for the injection of liquefied natural gas (LNG) at the site. He stated that the site was used continuously as a peak shaving facility from 1963 until 1991. It is also used daily as a gate station where the gas is odorized, metered, pressure adjusted, etc.. Mr. Munroe testified that the sole gas supply to Aquidneck Island is a six inch, Algonquin Gas Transmission line which runs under the Sakonnet River from Tiverton to the site. Algonquin will not provide additional capacity through that line and replacing it with a larger line would be prohibitively expensive. As a result of continued growth on the island, the company is low on capacity during the coldest days of the year. The company plans to address this capacity problem by constructing a permanent peak shaving facility

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at the former Derecktor Shipyard in Middletown, however, the permitting process has delayed that project such that it cannot be constructed for use this winter. Providence Gas seeks to utilize the present site as a temporary, peak shaving facility for one year to address any potential capacity shortages this winter. Mr. Munroe explained that the existing building on the site would be removed and two temporary, portable buildings would be installed on the site. One would house boilers to heat the LNG and the other a control room. A pump and vaporizer would also have to be installed. All buildings and equipment would be portable. He explained that LNG is super cooled natural gas which is transported in insulated trucks at a temperature of minus 260 degrees fahrenheit. If a spill were to occur on site it would be contained and because LNG is lighter than air it would dissipate. Propane gas is heavier than air and would stay on the ground where it could be trapped in enclosed spaces and constitute a greater risk of explosion. Mr. Munroe testified that LNG is not combustible in its super-cooled liquid state and one could "throw a match" on the liquid and it would not ignite. Combustible vapor detectors and flame detectors would be installed to provide early warning of any potentially dangerous conditions. He stated that Providence Gas operates other LNG peak shaving facilities in Providence Harbor, on Route 2 in Exeter and in Westerly, Rhode Island. In his thirty years of experience there have been no spills, explosions or harmful emissions.. A certified driver and two technicians would be present whenever a delivery was made and no LNG would be stored on the site when no one is present. Mr. Munroe stated that the maximum number of days the facility would be used in a normal year was eight (8) to ten (10) and the average was five (5) to six (6). Due to the mild weather the facility would not have been used at all last year but if we experience a normal winter this year there is a "high likelihood" some large scale customer would be shut off. Mr. Munroe also explained the lighting plan and that the lighting was designed to shine down on the subject property. He explained that when deliveries were not in progress the lights which illuminated the controls and connections would be shut off.

James Grasso testified that he is the Vice President for Governmental Affairs for Providence Gas. He stated that LNG cannot detonate, it is too concentrated. Liquefied Propane Gas on the other hand could detonate. LNG is a much safer product. He stated that there are thirty (30) LNG sites in New England and that the proposed permanent Middletown facility already has approval from the Middletown Town Council, and Zoning Board of Review, U. S. Environmental Protection Agency, U.S. Navy and R. I. Statewide Planning.

Charles Buckley testified that he is a Senior Vice President for Transgas, the transportation provider for Providence Gas Co. and that he had familiarized himself with the routes to be used and the road conditions. He stated the product would be delivered in a double walled tank truck consisting of an aluminum inner container with an outer steel shell. Each truck could hold up to 10,000 gallons or 800,000 cubic feet of gas. He stated his company made 2,600 deliveries to Rhode Island last year without incident and

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that they had hauled 200,000 loads since 1980 with only three incidents in which the truck rolled over. Only one accident in the region, experienced by another carrier, resulted in a puncture and in that incident the product was offloaded without incident. He noted that the trucks are so rugged that one skidded 300 feet at 40 miles per hour without leakage. All drivers would possess CDLs with tanker endorsements. The federal government has strict guidelines on hours per shift at the wheel for such drivers and maintenance of the trucks including special regulations for hauling hazardous materials. He stated that the site is a very easy site to access and the trucks would normally arrive around 3:00 to 3:30 a.m.. He noted that the New England Gas Association has an LNG Fire School in Stowe, Massachusetts, to train local firefighters which would be made available to the local departments.

Nathan Godfrey testified that he is a certified real estate appraiser and managing partner of Newport Appraisal Group, LLC. He had reviewed the site, the surrounding properties, the proposed project and the local ordinance and comprehensive community plan. He testified that many of the proposed physical improvements would be relatively insignificant and there was no indication that the existing facility had a detrimental impact on surrounding properties. He noted that physical improvements would be minimal, traffic increase would be slight and the operation would provide no significant noise, smoke or odor. He concluded that the proposed use would be compatible with the neighboring land uses, would not be detrimental to the surrounding area, that adequate protection was afforded other properties by use of open space and plantings and the proposal was in conformance with the purposes and intent of the comprehensive plan and zoning ordinance.

Michael Desmond testified that he is a registered professional engineer employed by Bryant Associates, Inc., and had been retained to review the traffic safety aspects of the petition. He stated that he had reviewed the site, volume and type of traffic anticipated, the proposed route and existing conditions along the route. He stated the most likely route for all delivery vehicles would be south on Route 24 to Boyds Lane, east on Boyds Lane to Chase Road and East Main Road, south on East Main Road to Sandy Point Avenue, east on Sandy Point Avenue to Wapping Road, south on Wapping Road to Old Mill Lane, east on Old Mill Lane to the site. He reviewed pavement widths intersection angles sight distances and road conditions along that route and also traveled that route as a passenger in a truck of the largest type which would be used to deliver the LNG. He reported that there were no dangerous or unsafe conditions encountered along the route and the presence of the truck along the route would not result in a reduction in safety for other travelers.

Russell Walsh testified that he has been employed by Newport Gaslight Company and Providence Gas Company since 1966. He stated that as a gas supply supervisor he operated the Old Mill Lane facility and had records of propane deliveries to the site from 1978 to 1990. He stated the facility was used a peak shaving facility until 1991 and

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during winter months there were daily deliveries of propane and at times more than one delivery of per day. He stated that the propane was delivered by tractor trailers along the same route proposed to be used for the LNG and he recalled only one minor accident in which the truck slid off the roadway resulting in no spill, injury or damage.

Lawrence Sylvia testified that he has lived in the neighborhood for many years and had never seen truck as large as those which would be delivering the LNG. He stated that all neighbors are against the proposal and that the present facility is noisy and smelly and incompatible with the neighborhood.

Jeffrey Houhanesian testified that the delivery route was too narrow and hazardous for such large trucks and there was too much risk of an explosion.

Stephen McDonald stated that he would never have purchased his house if he knew the facility would be used for transfer and not just as a pumping station. He noted that the truck in which Mr. Desmond took his test drive drove over his lawn on two occasions. He cited a drainage problem in the area and expressed fear that the berms and landscape barriers would disrupt existing drainage patterns and prevent his property from shedding storm water.

Mark Hatzberger echoed the sentiments expressed by others and expressed concern regarding whether there would be sufficient security to prevent trespassing by the many neighborhood children.

Katherine Hatzberger stated that the traffic engineers study did not take into account the rolling fogbanks which envelope the roads abutting the nearby turf farms and which make early morning travel on Wapping Road very dangerous. She stated that she had to "nose out" into Wapping Road to exit Old Mill Lane and is sure the tractor trailer operator will have to also. She described the present facility as smelly and noisy.

E. Richard Carpender stressed that the neighborhood was primarily residential and early morning truck traffic was not conducive to a peaceful neighborhood. If the Board saw fit to allow the proposal he stressed that it be a for the requested one year period only.

Marlene Ray stated that there is a drainage problem in the area and that school buses have trouble exiting Old Mill Lane. She stressed that there are a number of children in the neighborhood.

Fidelis Sylvia stated that the facility does not belong in a residential area. She stated that the tanker truck needed every inch of room to make the corner at Old Mill Lane and Wapping Road and the roads are worse in the winter.

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Mario DeSoto testified that he is subjected to gas smells from the present facility and has seen fires in the rear portion of the site.

Joseph Marshall stated that he does not live in the immediate area but believed the facility should be approved so that the gas company could continue to provide many residents with necessary services.

The Board determined that due to the nature and location of the project, and the character of the surrounding area, it was necessary to impose certain conditions upon any approval of the project. The purpose of the conditions was to minimize possible adverse impacts on neighboring properties and prevent certain features from becoming objectionable, hazardous or a nuisance. The Board also determined that many of the judgments which allowed a grant of the permit were based on petitioner's request that the proposed permit be effective for a period of one year only. The fact that the proposed use and its impacts were only temporary was an important factor in the Board's determinations. The temporary nature of the proposed use prevented its objectionable features from ripening into characteristics which would have a detrimental impact on neighboring properties, however any change to a permanent use may result in more adverse impacts and different findings by the Board. The Board determined that there was competent evidence on the record to support a limit on the duration of the proposed use pursuant to Article X, Section 3C of the Portsmouth Zoning Ordinance and RIGL 45-24-43(3). Those conditions were unanimously adopted by the Board, and are attached hereto as Exhibit A.

The Board considered the project as proposed with the conditions imposed by the Board and determined that the project would not be detrimental to the surrounding area and would be compatible with neighboring land uses. The Board further decided that the project would not constitute a nuisance or a hazard, that the proposal provided safe vehicular access and parking and that adequate protection was afforded surrounding properties by the use of open space and plantings. The Board noted further that solar rights of abutters were addressed, control of noise, smoke, odor, lighting and other objectionable features was provided, the project complied with the Comprehensive Community Plan and the Zoning Ordinance and that the health, safety and welfare of the community were protected. Accordingly, the Board voted unanimously to grant Petitioner a special use permit pursuant to ART. VI, Sec. C of the Portsmouth Zoning Ordinance to allow modification of the existing facility for use as a temporary peak shaving facility for public utility gas supply. The grant of this special use permit is specifically limited to one year in duration, (as more specifically set forth in Exhibit A), and conditioned upon Petitioner's compliance with the conditions set forth on Exhibit A attached hereto and made a part hereof.

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Portsmouth Board of Review  
by:

  
James Edwards, Secretary

Date: 9/25/01

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**EXHIBIT A**  
**SPECIAL CONDITIONS**  
**PETITION OF SOUTHERN UNION COMPANY**

1. That the duration of the use allowed pursuant to this special use permit is one year and the facility shall not be allowed to operate as a peak shaving facility utilizing LNG fuel after the expiration of one year from the date of this decision.
2. Peak shaving operation, (LNG vaporization), will only be allowed to take place after December 1, 2001 and prior to March 1<sup>st</sup> 2002, during days when the outdoor air temperature is below fifteen (15) degrees Fahrenheit.
3. Petitioner shall enclose the perimeter of the property with a chain link fence no less than six (6) feet in height, topped with barbed wire.
4. All buildings shall be monitored by an intrusion alarm system equipped with remote, off site monitoring and no external, audible alarm.
5. Petitioner or its representatives shall notify the Portsmouth Fire Department at least one hour in advance of all LNG deliveries to the site and of the site being placed into operation.
6. The 150 watt high-pressure sodium lights will be operational during LNG vaporization only and shall remain off at all other times.
7. The site shall not be used for LNG storage.
8. All deliveries and/or truck traffic to the site shall be restricted to the hours between 9:00 o'clock p.m. and 6:00 o'clock a.m. on any day.
9. Prior to the arrival of any LNG delivery petitioner shall ensure that the requisite travel areas on the site are free of snow and ice.
10. Petitioner shall provide the local Fire Department with training at the LNG Fire School in Stowe, Massachusetts, at no cost to the department. Said training shall be conducted prior to commencement of operation of the facility.
11. Safety procedures and protocols shall be explained to the neighbors prior to operation of the facility.

Portsmouth Board of Review  
Petition of Southern Union Company  
page 8

12. Trucks will be shut down and the key removed from the vehicle prior to off-loading of LNG.

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**END DOCUMENT**

Record Request No. 10:

Referring to sheet 9 of Exhibit 16, please provide a similar aerial photograph with a line drawn to indicate the location of the gas transmission line supplying Aquidneck Island from the west shore of the Sakonett River to the take station located on Old Mill Lane.

Response:

Attachment RR-10a is a map showing the approximate location of the transmission pipeline.

REDACTED



Record Request No. 11:

Please provide details concerning the ownership of the Portsmouth take station site and equipment situated thereon.

Response:

The take station site is comprised of two parcels. The front parcel is owned by the transmission company and the rear parcel is owned by The Narragansett Electric Company.

Please refer to Attachment EFSB RR-11a, page 3, for the details regarding the ownership and operation and maintenance responsibilities regarding the Portsmouth take station. Please refer to confidential Attachments EFSB RR-11b and EFSB RR-11c for more specific lines of demarcation regarding ownership and responsibility for operation and maintenance of the take station equipment.

Attachments EFSB RR-11b and EFSB RR-11c contain critical energy infrastructure information and are being provided subject to a motion for protective treatment along with redacted copies for the public record.



**Texas Eastern  
Transmission Corporation**  
**Algonquin Gas  
Transmission Company**  
*Duke Energy Companies*  
1284 Soldiers Field Road  
Boston, MA 02135

September 9, 1999

Mr. Gary Munroe  
Providence Gas Co.  
100 Weybossett St.  
Providence, RI 02903

Re: Operations and Maintenance Agreement – Portsmouth Meter Station #13

Dear Mr. Munroe:

This letter agreement ("Agreement") between Algonquin Gas Transmission Company ("AGT") and Providence Gas Company ("PGC") is in reference to the ownership, operation and maintenance responsibilities, and lawful location of a measuring facility located at the Portsmouth Meter Station, on land which is more particularly described in the Registry of the District of Newport County, on Map 68, Lot 72, (the "Land"). The entire facility shall be referred to as the Portsmouth Meter Station (Station #13).

The purpose of the Portsmouth Meter Station is to measure, control and provide for the flow of gas from AGT to PGC pursuant to certain existing Rate Schedules and Service Agreements, as such Rate Schedules and Service Agreements may be amended or superseded from time to time, subject in each instance to the approval of the Federal Energy Regulatory Commission ("FERC").

The Agreement serves as the operating agreement and shall terminate on the earlier of either: (i) the latest expiration date of all the expiration dates set forth in the Service Agreements or (ii) the date on and after which AGT is authorized by FERC, pursuant to §7(b) of the federal Natural Gas Act (15 USC §717 et seq.) to abandon all service at the Portsmouth Meter Station under such Rate Schedules and Service Agreements, provided however that the Agreement has not been terminated earlier pursuant to its terms herein.

Portsmouth Meter Station #13 September 9, 1999

Each party shall perform the specific areas of its respective responsibilities at the Portsmouth Meter Station, as more fully set forth in the Agreement.

PGC and AGT shall assume all risks, latent and patent, which shall arise in connection with their respective responsibilities and shall take all necessary and reasonable precautions to prevent injury or damage to persons or property including other pipelines and underground facilities that may be caused directly or indirectly by the operation and maintenance of that portion of the Portsmouth Meter Station for which PGC or AGT, as the case may be, is responsible. (Nothing, however, in the Agreement shall create rights in third persons).

Portsmouth Meter Station #13 September 9, 1999

PECIFIC RESPONSIBILITIES OF AGT AND PGC - Portsmouth Meter Station- #13

<u>Facilities/Equipment</u>	<u>Operation, Control &amp; Minor Maintenance Responsibility</u>	<u>Ownership &amp; Capital Replacement</u>
Tap Valves and Piping from AGT's Pipeline	AGT	AGT
Measurement Station; Including Meters, Runs, Risers, Piping, Valves & Instrumentation	AGT	AGT
Cathodic Protection System & Grounding System for Facilities Operated and maintained By AGT	AGT	AGT
AGT Data Acquisition and Electronic Measurement Equipment	AGT	AGT
Regulator Station: including Regulators, Over Pressure Protection, Heater, valves <sup>1</sup> , piping and instrumentation.	PGC	PGC
Cathodic Protection System & Grounding System for Facilities Operated and maintained By PGC	PGC	PGC
PGC Data Acquisition And Electronic Measurement Equipment	PGC	PGC
Land on which Measurement and Regulation Facility Is Located	AGT	AGT
Buildings: Data Building Measurement and Regulator Bldg.	AGT	AGT

GT= Algonquin Gas Transmission Company, PGC= Providence Gas Company

PGC will be able to operate the Heater Valves in order to operate and maintain the Heater. AGT will continue to maintain the Heater valves as the DOT operator.



Portsmouth Meter Station #13 September 9, 1999

In addition to the above:

A. AGT Agrees to:

1. Operate and maintain as the DOT operator all piping facilities from the AGT high pressure interstate natural gas transmission pipeline to the first weld downstream of the measurement header as is shown in "Attachment A".
2. At all times during the term of this Agreement, AGT shall operate, maintain, repair, and/or replace, if necessary, at AGT's sole cost and expense, the facilities of the Portsmouth Meter Station specifically under AGT's responsibilities as defined herein. AGT shall operate, maintain, promptly repair and/or replace said facilities specifically under AGT's responsibilities in accordance with generally accepted industry practices and in a safe, professional and prudent manner so as not to adversely affect PGC's operations and in strict compliance with all applicable federal, state, and local laws, regulations, rules, permits, approvals or other legal requirements.
3. Indemnify, hold harmless and release PGC, its officers, employees, agents and affiliates from and against all liabilities or causes of action, demands, suits, damages, judgements, fees, costs and expenses arising from injury to or death of any person, from any damage to property directly arising out of or casually connected to the willful misconduct or negligence acts or omissions of AGT or its contractors in carrying out its responsibilities under the Agreement, except to the extent and in the proportion that such injury, death, damage or loss is caused by the negligence or willful misconduct of PGC, its officers, employees, agents, affiliates and contractors.
4. Comply with all applicable federal, state and local laws, rules and regulations in the performance of AGT's obligations pursuant to its rights, obligations and responsibilities created by the Agreement.

Portsmouth Meter Station #13 September 9, 1999

5. Comply with all valid and applicable federal, state and local laws, ordinances, rules, regulations and orders pertaining to the generation, transportation, storage and disposal of toxic and/or hazardous substances and/or wastes with respect to the specific items which AGT operates, maintains or for which AGT is responsible as expressly defined under the Agreement.
6. Will assign to PGC all contractor and equipment warranties on those facilities that PGC will own operate and maintain.

B. PGC Agrees to:

1. Operate and maintain as the DOT operator the heater, associated piping, controls and all facilities starting from the first weld downstream of the measurement header as is more particularly shown on "Attachment A".
2. Assume full responsibility for pressure regulation, overpressure protection and corrosion control of facilities operated and maintained by PGC.
3. At all times during the term of this Agreement, PGC shall operate, maintain, repair, and/or replace, if necessary, at PGC's sole cost and expense, the facilities of the Portsmouth Meter Station specifically under PGC's responsibilities as defined herein. PGC shall operate, maintain, promptly repair and/or replace said facilities specifically under PGC's responsibilities in accordance with generally accepted industry practices and in a safe, professional and prudent manner so as not to adversely affect AGT's operations and in strict compliance with all applicable federal, state, and local laws, regulations, rules, permits, approvals or other legal requirements.

Portsmouth Meter Station #13 September 9, 1999

4. AGT reserves the right, but not the obligation, and upon prior notice to PGC to inspect the facilities of the Portsmouth Meter Station specifically under PGC's responsibilities as defined herein and/or witness PGC's operation and maintenance of same from time to time. PGC shall submit to AGT for advance review and approval any and all requests to modify or replace any major components of the said facilities. AGT reserves the right, but not the obligation, from time to time and in its sole discretion, to approve any such modifications to the Portsmouth Meter Station and to prohibit or require changes to any such modifications which may materially affect AGT's operations.
5. Provide AGT with the name, address, and qualifications or certifications of any contractor proposed to be engaged by PGC to perform any modification approved herein. AGT reserves the right to disqualify such contractor, if in the sole discretion of AGT, the contractor does not meet all qualifications or certifications required by those regulatory authorities having jurisdiction over federally certified facilities including but not limited to the drug testing requirements set forth in 49 CFR Part 199.
6. Indemnify, hold harmless and release AGT, its officers, employees, agents and affiliates from and against all liabilities, or causes of action, demands, suits, damages, judgements, fees, costs and expenses arising from injury to or death of any person, from any damage to property directly arising out of or causally connected to the willful misconduct or negligent acts or omissions of PGC or its contractors in carrying out its responsibilities under the Agreement, except to the extent and in the proportion that such injury, death, damage or loss is caused by the negligence or willful misconduct of AGT, its officers, employees, agents, affiliates and contractors.

Portsmouth Meter Station #13 September 9, 1999

7. Comply with all applicable federal, state and local laws, rules and regulations in the performance of PGC's obligations pursuant to its rights, obligations and responsibilities created by the Agreement.
8. Comply with all valid and applicable federal, state and local laws, ordinances, rules, regulations and orders pertaining to the generation, transportation, storage and disposal of toxic and/or hazardous substances and/or wastes with respect to the specific items which PGC operates, maintains or for which PGC is responsible as expressly defined under the Agreement.

C. Mutual Agreements:

1. The Agreement may be filed with FERC.
2. The term "DOT operator" shall mean, as the case may be, the person responsible for operating and maintaining the relevant facilities. Such operation and maintenance shall be in compliance with the minimum safety requirements of CFR Title 49, Parts 191, 192, 199 and other parts that may become applicable in the future.
3. PGC and AGT will mutually agree upon a schedule to permit PGC to witness the inspection and calibration of AGT's measurement equipment on a monthly basis. Except for emergency circumstances, a forty-eight (48) hour notice shall be given by AGT to PGC.
4. In the event that the drawings of the Portsmouth Meter Station, attached, as "Attachment A" is inconsistent with the terms of the Agreement the Agreement shall control.

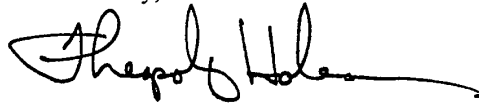
Portsmouth Meter Station #13 September 9, 1999

5. Subject to FERC approval, as required, in addition to any other right or remedy which each party may have at law or in equity, each party shall have the right to terminate the Agreement, if the other party is in material breach of the Agreement or Service Agreements; provided, however, that each party shall have the longer of (i) ten (10) days or (ii) any longer period set forth in said Service Agreement(s) for the cure of breaches hereunder, after receipt of notice by the other party, to cure any such breach. Further, subject to FERC approval, each party shall have the right to terminate the Agreement automatically upon written notice if the other party becomes insolvent or files for bankruptcy.
6. PGC and AGT shall carry the types and amounts of insurance, a combination of self-insured retention and insurance policies, which are consistent with that maintained by other entities similar to AGT and PGC. Each party's insurers shall waive their rights of subrogation against the other party.
7. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and may be amended only in writing by agreement signed by both parties.
8. Both AGT and PGC will be solely responsible for ordering and for the day-to-day maintenance of their various data telephone circuits used by each company at the Portsmouth Meter Station.

Portsmouth Meter Station #13 September 9, 1999

If the foregoing constitutes your understanding of our Agreement, please signify your acceptance by causing one of your authorized representatives to execute the Agreement in the space provided below, and return one fully executed copy of this letter to the addressee below.


Sincerely,



Theopolis Holeman  
Senior Vice President  
Transmission, Northeast Pipelines

Hereby agreed and accepted  
This 25th day of Sept, 1999.

Providence Gas Company

By  (SR)

Title SR VICE PRESIDENT

Return Addressee:

Eric Raymond  
Senior Technical Specialists, Transmission  
Algonquin Gas Transmission Co.  
1284 Soldiers Field Road  
Boston, MA 02135

Attachments:

ATTACHMENT A: AGT Drawing #13- Portsmouth M&R

EAR/  
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Portsmouth Meter Station #13 September 9, 1999

This is for your records. Attachment "A" will follow once the as-builds are complete.



REDACTED



**REDACTED**



Record Request No. 12:

Referring to sheet 15 of Exhibit 16, please provide a revised version of the site diagram with labels and arrows to identify the equipment and installations shown.

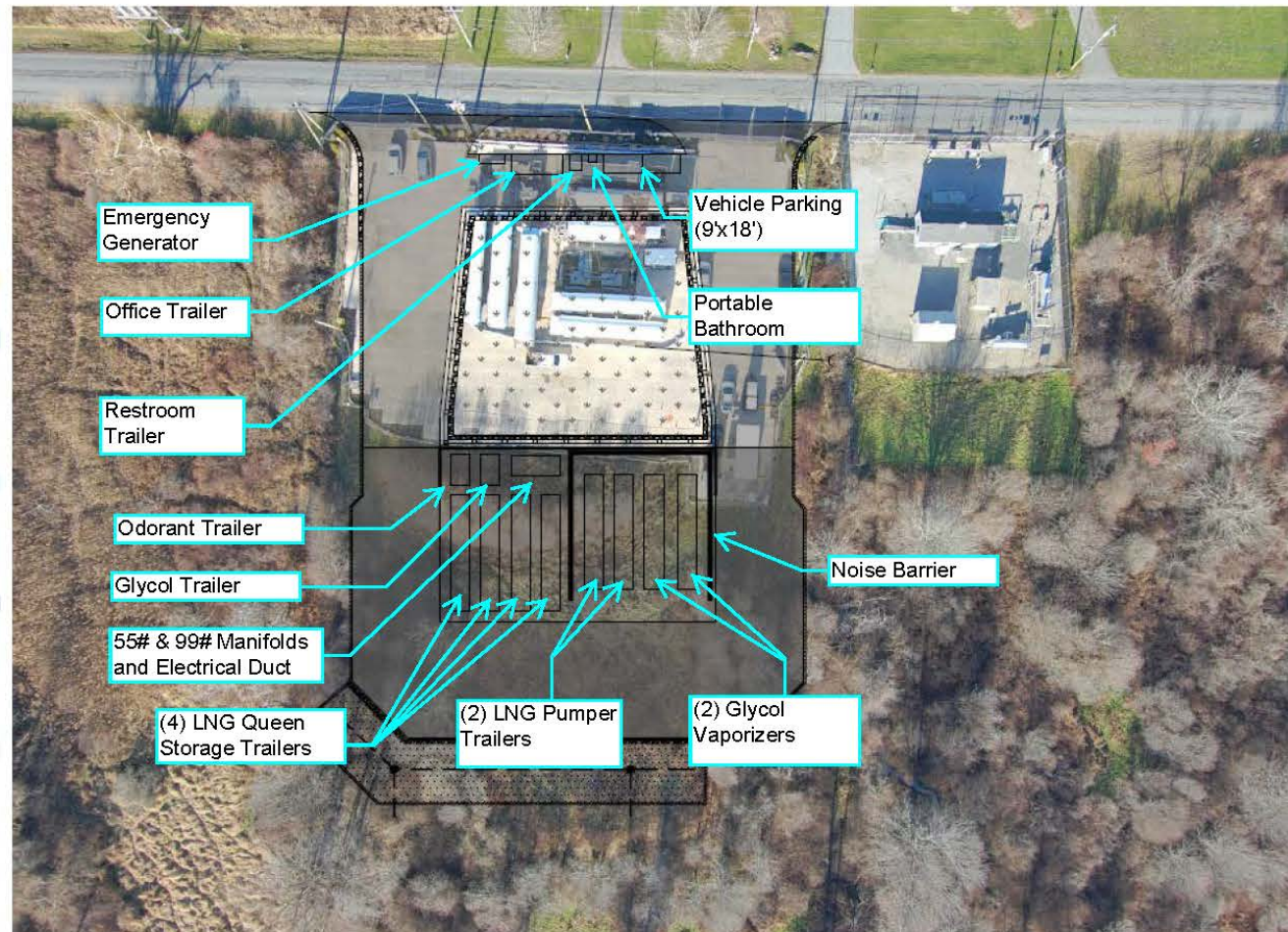
Response:

Please see Attachment RR-12a.





## AIGRP – Proposed Site Improvements



Record Request No. 13:

Please indicate whether the Ecoraster proposed to be used by the Company for driveway and parking surfaces would emit any noticeable odors as a result of temperature changes or other environmental conditions.

Response:

The supplier was contacted regarding this question on July 27, 2022 and was asked to confirm what material the Ecoraster product was made of and if there had ever been any indication of the product emitting an odor.

The supplier responded and confirmed that the Ecoraster product was made of Low Density Polyethylene (LDPE), which is a recycled product and that he had not witnessed or heard of any instances or reports of odor being emitted by the product.

Please refer to the attached correspondence between Jeffrey A. Montigny and the Supplier Ferguson Waterworks / Geo & Stormwater Solutions. See Attachment RR-13a.

**Montigny, Jeffrey (RI Energy)**

**From:** rick.fotino@ferguson.com

**Sent:** Wednesday, July 27, 2022 1:05 PM

**To:** JAMontigny@rienergy.com

**Cc:** Watson III, George W.; Boyajian, Steven J.; MSLonergan@rienergy.com

**Subject:** RE: [EXTERNAL] RE: Ecoraster delivery AGI Point Of Contact

**CAUTION:** This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe. If you suspect this email is malicious, please use the 'Report Phish' button

Good afternoon Jeff

Yes that is correct, Ecoraster is produced with Low Density Polyethylene (LDPE) and I have not witnessed or heard of this product emitting any odors when exposed to high temperatures.

Please reach out with any additional questions.

Thanks

Rick

**Rick Fotino, QSM**

**Area Sales Manager - New England & New York**

**Ferguson Waterworks | Geo & Stormwater Solutions**

23 Concord Street N. Reading, MA 01864

C: (603) 339 7131

E: [rick.fotino@ferguson.com](mailto:rick.fotino@ferguson.com)

[ferguson.com/waterworks](http://ferguson.com/waterworks)

[www.acfenvironmental.com](http://www.acfenvironmental.com)

**From:** Montigny, Jeffrey (RI Energy) <JAMontigny@rienergy.com>

**Sent:** Wednesday, July 27, 2022 12:56 PM

**To:** Rick Fotino <rick.fotino@ferguson.com>

**Cc:** Watson III, George W. <gwatson@rc.com>; Boyajian, Steven J. <SBoyajian@rc.com>; Lonergan, Mitchell (RI

Energy) <MSLonergan@rienergy.com>

**Subject:** RE: [EXTERNAL] RE: Ecoraster delivery AGI Point Of Contact

Good Afternoon Rick,

We presented our project to the State of Rhode Island Energy Facilities Siting Board this past Monday.

They asked a question about the material of the Ecoraster product. They asked what it was made of and I see in the spec sheet, it is made of recycled LDPE (low density polyethylene ?) Just wanted to clarify if that was correct.

And also they asked if the product would emit any type of odor after getting hot in the sun. The Chairman indicated he had heard or witnessed a similar ecoraster in the past that was more of a rubbery material that gave off an odor. I would like to check if there had ever been any odor issues or complaints that you know of with this product.

We need to respond back to the State with a response.

Thank you,

Jeff

**Scheduled Vacation – August 15 - 19, 2022**

**Jeffrey A. Montigny** | [Principal Engineer – Mgr. of Special Projects](#)

**Gas Engineering** | phone: 401-465-3037 | [JAMontigny@rienergy.com](mailto:JAMontigny@rienergy.com)

Record Request No. 14:

Please provide an explanation of why the Company's proposed long term solution for the Aquidneck Island capacity constraint and supply vulnerability has changed from a hybrid solution of infrastructure and demand management to the proposed facility at Old Mill Lane.

Response:

The proposed hybrid solution for Aquidneck Island was based on the siting of a new LNG facility on Navy property that hydraulically would not have provided the same supply vulnerability protection as Old Mill Lane. To compensate for the lower capacity at an alternate site, the Company coupled the alternate site with an accelerated deployment of energy efficiency and demand response solutions that targeted or would otherwise offset existing demand and capacity growth.

The hybrid solution was presented as the proposed solution before a redesigned layout of Old Mill Lane was made possible as a viable solution (due to wetland/permitting considerations). As a redesign of Old Mill Lane was made viable (and would enable sound mitigation measures to be put in place), the Company shifted from the hybrid proposal to the optimal proposal currently being pursued. The current proposal provides higher capacity than an alternate site due to hydraulic conditions. Consequently, the need to immediately offset existing demand and future growth with accelerated energy efficiency and demand response, to provide the desired level of protection against supply vulnerability, is no longer necessary.

Although the proposed Project as submitted on April 1, 2022, is no longer described as a hybrid solution, the Company continues to remain dedicated to advancing demand side management measures, not only on Aquidneck Island, but throughout the Rhode Island gas distribution system, at the scope and scale determined to be aligned with least cost procurement requirements. In addition, the Project does not impair the deployment of demand management options. Further, the Project is scalable, so it can be downsized in the event demand management options reduced reduce the size needed to support the capacity supply vulnerability.