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For a thriving New England

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December 11, 2017

Energy Facility Siting Board
89 Jefferson Blvd.
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To the Energy Facility Siting Board

Re: Invenergy Application, Docket SB 2015-06

In the "Notice of Open Meeting" dated December 8, 2017, the Energy Facility Siting Board (EFSB) announced that on December 12, 2017, among other things, "The Board will discuss the contents of a letter dated December 1, 2017 from John Niland, Director of Business Development for Invenergy . . . ." ("Mr. Niland's Dec. 1st Letter.")

Mr. Niland's Dec. 1st Letter described two companion matters currently pending at the Federal Energy Regulatory Commission (FERC) that pertain to Invenergy. First, Mr. Niland identifies a filing made jointly by ISO-NE and National Grid, seeking approval of a standard Large Generator Interconnection Agreement (LGIA) between National Grid and Invenergy that Invenergy has refused to sign. Mr. Niland's Dec. 1st Letter, at 1, ¶ 2. FERC has denominated this matter as Docket ER18-349. Second, Mr. Niland identifies a lawsuit pending at FERC in which Invenergy asks FERC to rule that ISO Tariff provisions that apply to every other generator in New England should not apply to Invenergy. Mr. Niland's Dec. 1st Letter, at 1, ¶ 3. FERC has denominated that lawsuit as EL18-31.

Because the outcome of these two matters pending at FERC will affect the ability of Invenergy to proceed with its proposed power plant, Conservation Law Foundation (CLF) and the Town of Burrillville (the Town) respectfully request that the EFSB consider issuing an Order, sua sponte, directing Invenergy to show cause why this Docket should not be suspended indefinitely pending: (1) resolution of the two FERC dockets; and (2) receipt of evidence from Invenergy that Invenergy can and will proceed with its proposed project in light of the resulting FERC orders in the two matters. See R.I. Gen. Laws § 42-98-16(a); EFSB Rule of Practice and Procedure 1.15. The EFSB used a show cause order in this case in October 2016, when it became apparent that Invenergy lacked a water supply. EFSB Order 98 (issued October 4, 2016; effective October 3, 2016).

The Two Matters Pending at FERC

The two lawsuits pending at FERC that Mr. Niland identified are two sides of the same coin: both pertain to Schedule 22 of the ISO-NE Tariff. Schedule 22 describes the procedures by which generators like Invenergy get interconnected to the broader electricity grid maintained by ISO-NE. Mr. Niland's Dec. 1st Letter, at 1, ¶ 2. Schedule 22 requires generators to pay "all reasonable expenses including overheads, associated with" physically interconnecting a new power plant to the power grid.[1]

The first of the two FERC cases, Docket ER18-349, was commenced by a November 29, 2017 letter jointly filed by ISO-NE and National Grid ("ISO-NE/Grid Nov. 29 Filing Letter."). The ISO-NE/Grid Nov. 29 Filing Letter can be seen here: https://www.iso-ne.com/static-assets/documents/2017/11/public_filing_clear_river_lgia.pdf. The pleadings in ER18-349 can be seen by searching for Docket ER18-349 in the eLibrary on the FERC website here: https://elibrary.ferc.gov/idmws/docket_search.asp. In this case, ISO-NE and National Grid are jointly asking FERC to require Invenergy to enter into an LGIA that conforms to the long-standing, FERC-approved ISO Tariff that is required of every other generator in New England.

Invenergy originally objected to five specific requirements of the standard LGIA relating to costs Invenergy is required to pay under the Tariff. On November 7, 2017, Invenergy's Senior Vice President Kris Zadlo sent an e-mail to ISO-NE's counsel Monica Gonzalez, setting forth Invenergy's five objections to the standard LGIA. CLF and the Town attach a true and accurate copy of Invenergy's November 7 e-mail at Tab 1. Since November 7, one of the five enumerated items has been resolved (Item # 5, allocation of the costs of a third transformer); however, the other four items remain in dispute. (Note that the item numbered six in the November 7 e-mail does not identify an objection to costs Invenergy must pay under the Tariff or the standard LGIA.)

In this matter, ISO-NE's position is stated simply in its filing letter to FERC: "The ISO's approach to the cost responsibility for the [Invenergy interconnection] is straightforward and appropriate: to comply with the specific terms of the Tariff." ISO-NE/Grid Nov. 29 Filing

[1] In relevant part, Schedule 22 provides that "Interconnection Customer shall be responsible for all reasonable expenses including overheads, associated with: (1) owning, operating, maintaining, repairing, and replacing Interconnection Customer's Interconnection Facilities; and (2) operation, maintenance, repair and replacement of Interconnecting Transmission Owner's Interconnection Facilities, Stand Alone Network Upgrades, Network Upgrades and Distribution Upgrades." Schedule 22, Appendix 6 § 10.2. Also relevant here is Tariff Schedule 11, which provides at Section 5 that "the Generator Owner shall be obligated to pay all of the annual costs (including federal and state income taxes, O&M and A&G expenses, annual property taxes and other related costs) which are allocable to the Generator Interconnection Related Upgrade, pursuant to the interconnection agreement."

Letter, at 14, ¶ 3. In other words, the FERC-approved Tariff controls Invenergy's responsibility to pay interconnection costs.

ISO-NE's view of Invenergy's arguments is equally simple: "[Invenergy] has no basis in the Tariff for its challenges . . . ." ISO-NE/Grid Nov. 29 Filing Letter, at 2, ¶ 2. In other words, Invenergy is seeking to avoid interconnection costs that are its responsibility under the FERC-approved Tariff. See also ISO-NE/Grid Nov. 29 Filing Letter, at 14, ¶ 2 (urging FERC to reject Invenergy's "attempt to shirk paying for upgrades for which [Invenergy] is responsible"). ISO-NE states: "[Invenergy's] request is an attempt to reopen its cost responsibility under the ISO [Tariff] at the eleventh hour, without any justification or explanation other than its hope to reduce its upgrade cost responsibility." ISO-NE/Grid Nov. 29 Filing Letter, at 17, ¶ 4.

None of this comes as a surprise to Invenergy: "[Invenergy] was fully aware throughout the process of the facilities and upgrades for which it would be responsible if it participated in FCA-10. Despite this, [Invenergy] now wishes to retain its Queue Position, and retain its Capacity Supply Obligation it received in FCA-10" while revisiting its cost responsibilities. ISO-NE/Grid Nov. 29 Filing Letter, at 16, ¶ 1.

The short of it is that Invenergy is seeking to avoid the very same ISO-NE Tariff provisions that were approved by FERC and that have long applied to every other generator in New England. ISO-NE's frustration with Invenergy's position comes across clearly throughout its FERC filing.

The second of the two FERC cases, Docket EL18-31, was commenced with a Complaint filed by Invenergy on November 17, 2017; the Complaint names ISO-NE, National Grid, and New England Participating Transmission Owners as defendants. The Complaint can be downloaded here: https://elibrary.ferc.gov/idmws/common/OpenNat.asp?fileID=14759409. The pleadings in EL18-31 can be seen by searching for Docket EL18-31 in the eLibrary on the FERC website here: https://elibrary.ferc.gov/idmws/docket_search.asp. Invenergy's Complaint objects to the same five, long-standing Tariff provisions discussed in the first matter. In this respect, the two lawsuits are two sides of the same coin.

There is, however, one salient legal difference between these two related, pending matters. ISO-NE's filing was made under Section 205 of the Federal Power Act. ISO-NE/Grid Nov. 29 Filing Letter, at 1, first sentence. Thus, the burden that ISO-NE must satisfy in order to prevail is relatively low. In contrast, Invenergy's lawsuit was filed under Section 206 of the Federal Power Act. Invenergy's Complaint, at 1, sentence 1. Thus, Invenergy would have a far higher burden to meet in order to prevail. See, e.g., Maine v. FERC, 854 F.3d 9, 22-23 (D.C. Cir. 2017) (comparing and contrasting the burdens under §§ 205 and 206 of the Federal Power Act).

Invenergy's Complaint spells out the grounds for its efforts to avoid paying interconnection costs. Specifically, Invenergy argues that if it is made to adhere to the Tariff, it will "be unjustly

and unreasonably assessed hundreds of millions of dollars"; in fact, Invenergy says, "[i]n regards to [Invenergy]'s interconnection alone, transmission customers would be unjustly enriched to the tune of $123-$164 million." Invenergy Complaint at 10. The upshot, Invenergy says, is "there is no reason for ratepayers effectively to receive a windfall at [Invenergy's] expense." Id. at 30.

The timing of when these cost-allocation issues arose is relevant. Invenergy is an experienced energy developer with projects on three continents. Invenergy knew of its cost-associated Tariff obligations almost three years ago, on January 8, 2015, when it submitted its written Interconnection Request to ISO-NE. Testimony of Alan McBride on Behalf of ISO-NE, filed Nov. 29, 2017 ("McBride Testimony"), at 4, lines 11-14. Invenergy was, of course, aware of its cost-associated Tariff obligations on February 8, 2016, when Invenergy participated in FCA-10, and acquired a Capacity Supply Obligation (CSO) of 485 megawatts (MW) for its Unit One only.

Invenergy was reminded of its cost-associated Tariff obligations a year ago, in December 2016, when ISO-NE initially tendered the actual text of the Interconnection Agreement to Invenergy. McBride Affidavit, at 7, lines 4-5.

Mr. Niland's statement that Invenergy did not inform the EFSB of the cost-allocation issue until the issue was presented to the EFSB by CLF and Burrillville at oral argument on November 27, 2017 is correct. Mr. Niland's Dec. 1st Letter, at 1, ¶ 1, sentence 2.

FERC Filings by Other Parties

The dispute reflected in these two related FERC filings has prompted intervention in the FERC dockets by many other parties. There are two main reasons for these interventions. First, if Invenergy were not obligated to follow the same long-standing FERC-approved Tariff provisions that every other generator in New England must follow, there would be immediate adverse consequences for New England ratepayers, who would bear the millions of dollars of costs that Invenergy was supposed to pay pursuant to the Tariff. See Invenergy Complaint at 10, 30. Second, if Invenergy were to prevail, there would be immediate, adverse consequences to the wholesale energy markets by creating an unlevel playing field.

In EL18-31 (the case commenced by Invenergy), the New England States Committee on Electricity (NESCOE) filed a protest (available at https://elibrary.ferc.gov/idmws/common/OpenNat.asp?fileID=14773010). That protest states, in relevant part:

> If granted, [Invenergy's] Complaint would undo the longstanding cost structure between interconnection customers and transmission customers, fundamentally altering this transmission rate framework and unjustly and unreasonably shifting costs from merchant

> generators to consumers. The cost shift to consumers that [Invenergy] seeks to accomplish—potentially hundreds of millions of dollars just related to this Complaint alone and the likelihood of hundreds of millions more from future interconnecting generators—is both sweeping and unfounded. [NESCOE Protest, at 10.]
>
> In this case, [Invenergy] disagrees with the longstanding Commission-approved allocation of interconnection-related network upgrade costs. Rather than pursue a solution through the stakeholder process, [Invenergy] has taken the extraordinary first step of filing the Complaint. Unlike a traditional complaint related to a rate charged by a jurisdictional service provider, in which relief would impact only the single rate at issue, granting the relief requested by [Invenergy] would impact every generator and transmission customer, and thereby, every retail electric customer in New England. [NESCOE Protest, at 13.]

The Connecticut Office of Consumer Counsel (OCC) agrees with NESCOE in its intervention motion (available at https://elibrary.ferc.gov/idmws/common/OpenNat.asp?fileID=14771991):

> [Invenergy] claims that certain costs and expenses associated with network upgrades are unjustly assigned to interconnection customers. The result under [Invenergy's] proposed approach would be a shift of such costs onto the end users represented by CT OCC. Connecticut electric customers are therefore directly affected by the outcome of this proceeding. [OCC Motion to Intervene, at 2.]

The New England Power Pool (NEPOOL) Participants Committee similarly states in its protest (available at https://elibrary.ferc.gov/idmws/common/OpenNat.asp?fileID=14771839):

> [Invenergy] is developing a 1,080 MW natural gas fired plant, representing an almost $1 billion investment. [Invenergy]'s Interconnection Request has been in the ISO-NE interconnection queue for almost three years. [Invenergy] has already cleared a portion of its MW from the Clear River Energy Center generation facility in tenth Forward Capacity Auction ("FCA-10") and presumably took into account the fixed costs from Schedule 11 in formulating its bid for FCA-10. [Invenergy] had ample opportunity to conduct due diligence about where to site and what interconnection related upgrades would cost, and chose to proceed where it did with the existing Schedule 11. [Invenergy] has legal advisors to advise it on what the interconnection cost allocation rules are in New England, and presumably had, or at least should have had, such advisors during the early development of the project. [Invenergy] knew or should have known the cost allocation rules of Schedule 11 when it made its Interconnection Request and when it continued through the interconnection process for the past almost three years. Yet [Invenergy] never tried to come forward through any NEPOOL process to change Schedule 11. Instead, [Invenergy] is now at the point of having an unexecuted Interconnection Agreement filed

> and seeks to have the Commission solve its payment obligation problem by changing well-established rules that all other load and generation interests have relied upon for the almost twenty years. Rather than engage in discussion of such changes, [Invenergy] now seeks involuntary rule changes that would result in shifting its cost responsibilities onto the backs of transmission customers and give it a windfall for costs that presumably were already factored into its FCA-10 bid. Based on these facts, aside from all the other reasons provided in this NEPOOL Protest for denying the Complaint, NEPOOL submits that the Commission should deny [Invenergy]'s inequitable request [NEPOOL Protest, at 18, emphasis added.]

What FERC's Decision Would Mean for This Case

There are two possible outcomes of the FERC cases: Invenergy may win or Invenergy may lose. CLF and the Town need not speculate about future events, because each of these two possible outcomes has clear sequellæ.

If Invenergy wins, interconnection costs of as much as $164 million would be shifted from Invenergy to ratepayers. Invenergy Complaint at 5, 37.

Three Rhode Island government agencies have already recognized this fact. On December 8, 2017, the Division of Public Utilities and Carriers (the Division), the Office of Energy Resources (OER), and the Division of Planning propounded a Data Request to Invenergy asking Invenergy about this shifting of interconnection costs to ratepayers. CLF and the Town attach a copy of this Data Request at Tab 2.

The fact that Invenergy's arguments at FERC, if successful, would have far-reaching economic consequences for ratepayers is reflected in the pending intervention motions of, among others, the Massachusetts Department of Public Utilities, the Connecticut Attorney General, and the Maine Public Utilities Commission.

In addition, the Rhode Island Public Utilities Commission's (PUC) Advisory Opinion addresses the issue of whether Invenergy is cost justified and "will produce energy at the lowest reasonable cost to the consumer." R.I. Gen. Laws § 42-98-11(b)(2); see also EFSB Preliminary Decision and Order (March 10, 2016), at 10. This matter was addressed by the PUC in its Docket # 4609. The PUC's Advisory Opinion to the EFSB was predicated on the costs now at issue before FERC being borne solely by Invenergy. PUC Advisory Opinion, at 16 ("[T]he costs . . . of these plants are not borne by captive ratepayers, but rather by the developers and investors in the plants.") Thus, if Invenergy wins at FERC, the basis for the PUC's determination regarding cost would no longer be factually correct. Accordingly, the EFSB would need a new Advisory Opinion from the Rhode Island PUC based on the new factual situation. Additionally, Invenergy would need to make substantial changes to the material it has filed with the EFSB in support of

its application. See, e.g., Pre-Filed Direct Testimony of John Niland, page 5, lines 18-24 (June 30, 2017); Invenergy's Response to Burrillville's Data Request Number 22-19; Invenergy's Application § 4.1.

If Invenergy loses, it would immediately be responsible for posting Financial Assurance (FA) of perhaps as much as $88 million. Zadlo Nov. 14 e-mail to ISO, paragraph numbered (1) (attached at Tab 1, as previously identified). Invenergy's ability or willingness to post this Financial Assurance may be of interest to the EFSB.

One more fact must be mentioned here. Invenergy's latest statement to the EFSB about when Invenergy's Turbine One is to be in service is that this is to occur June 1, 2021. John Niland's November 21, 2017 Supplemental Testimony at 3, lines 5-16. However, in order for Invenergy's Turbine One be operational on June 1, 2021, the matter now pending before FERC would have had to be resolved no later than December 1, 2017. Nov. 29 Affidavit of Kevin C. Reardon (filed with ISO-NE/Grid letter in ER18-349), at 3, ¶ 19.[2]

December 1, 2017 has already passed. Thus, it appears that the pendency of these FERC filings may make it impossible for Invenergy to be on line on June 1, 2021.

Conclusion

No one in the world knows how these two FERC cases will end. However, it is clear that the results will have a profound effect on this EFSB Docket 2015-06. Without an interconnection, there is no power plant.

For this reason, CLF and the Town respectfully request that the EFSB issue an order directing Invenergy to show cause why this Docket 2015-06 should not be suspended pending the outcome of the two FERC cases. Parties to this Docket will not be permitted to address the relevant issues at the December 12, 2017 Open Meeting; however, all parties would be able to be heard at a show-cause hearing, thereby fulfilling the mandate of R.I. Gen. Laws § 42-35-9(c) (providing that opportunity shall be afforded to all parties to be heard on all issues involved).

[2] It is true that Mr. Niland states that "Once FERC issues its order, the credit posting required for design and procurement activities under the LGIA would be posted by Invenergy . . . ." Mr. Niland's Dec. 1st Letter, at 1, ¶ 2. However, as explained in the ISO's letter, December 1, 2017 was the very latest date that this FA had to be posted in order for Invenergy to be able to achieve a start date on June 1, 2021. ISO-NE/Grid Nov. 1 Filing Letter, at 9, ¶ 2; see also LGIA Appendix B, item 7C.

Respectfully submitted,

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Certificate of Service

I certify that an original, plus three hard copies, were hand delivered to the EFSB; I further certify that electronic copies were served on the entire service list in this Docket. I certify that the foregoing was done on December 11, 2017.

Tab A

Horgan, Julie

From: Zadlo, Kris <KZadlo@invenergyllc.com>
Sent: Tuesday, November 14, 2017 9:48 AM
To: Gonzalez, Monica; Ruell, Cheryl; Reardon, Kevin
Cc: McBride, Alan; Horgan, Julie; Caley, Margoth; Truswell, Johanna; Larry Eisenstat (LEisenstat@crowell.com), PAlexander@crowell.com; Ewan, Daniel; Niland, John; Liu, Jenny
Subject: [EXT] RE: CONTAINS CEII - Final Executable Copy LGIA-ISONE/NEP-17-01 (CREC) 11-07-17

Monica,

As you know, on November 7th, ISO-NE tendered to Clear River Energy ("Clear River") a final, executable copy of the Large Generator Interconnection Agreement ("LGIA") among Clear River, the New England Power Company ("NGrid") and ISO-NE. Clear River hereby requests that ISO-NE file the proposed LGIA with FERC on an unexecuted basis, requesting an Effective Date that is 60 days after filing.

The issues that Clear River intends to raise with the Commission include the following:

(1) Clear River will ask FERC to reinstate the security posting dates that Clear River proposed during the LGIA negotiation. Our position is that we should not reasonably be expected to post security in amounts that will be as high as $36 million, and possibly up to $88 million prior to its having obtained all necessary state siting permits.

(2) Clear River will request that it be permitted to exercise the self-build option with respect to the transmission owner's interconnection facilities, i.e., limited to the interconnection tie line (line 3052) and not including the relocation of any existing lines or substation modifications.

(3) Clear River will ask the Commission to remove from Clear River's responsibility any upgrades identified in the LGIA that would not be required after taking into account the change in COD from 2019 to 2021.

(4) Clear River will ask the Commission to direct the ISO to provide Clear River with the information needed, including applicable studies and cases that may be needed, to confirm the results of the Forward Capacity Auction Re-Study that was prepared for Clear River and to require that more cost effective solutions be implemented with respect to the proposed transformer replacements at West Farnum.

(5) Clear River will object to being required to pay for a third (spare) transformer as beyond its appropriate cost responsibility.

(6) Clear River will alert the Commission that it has filed a complaint requesting that the Commission eliminate the provisions of Schedule 11 of the ISO-NE Tariff, as well as any implementing provisions in Schedule 21-NEP, that permit the direct assignment of O&M costs in connection with the network upgrades to be constructed. Clear River further intends to request that the Commission's determinations with respect to that complaint control the Commission's disposition with respect to the proposed unexecuted LGIA.

Regards,

Kris Zadlo, PE | Senior Vice President
Invenergy LLC | One South Wacker Drive, Suite 1800, Chicago, IL 60606

ISO New England Inc.
One Sullivan Road | Holyoke, MA 01040-2841
Web | ISO Express | News | Twitter | App

Tab B

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

IN RE:	**THE NARRAGANSETT ELECTRIC COMPANY**	:	
	d/b/a NATIONAL GRID AND CLEAR RIVER ENERGY	:	**Dkt. 4737**
	LLC (BURRILLVILLE INTERCONNECTION PROJECT)	:	

FIRST SET OF DATA REQUESTS OF THE DIVISION, OER AND STATE PLANNING DIRECTED TO NARRAGANSETT ELECRIC AND CRE

(December 8, 2017)

INSTRUCTIONS

1. Please respond to these data requests on an expedited basis within ten (10) days of the date hereof.

2. These data requests are directed to both The Narragansett Electric Company, d/b/a National Grid ("Narragansett Electric") and Clear River Energy LLC ("CRE"). Each company should provide its own separate response to each data request.

3. Each response should identify the individual at each company who prepared the response, along with his or her position at each company.

DATA REQUESTS

On November 17, 2017, CRE filed a Complaint against ISO New England, Inc., *et al.* with FERC seeking the following relief:

a "(1) finding that ISO-NE's Tarff is unjust and unreasonable, anti-competitive and unduly discriminatory to the extent that it directly assigns to interconnection customers O & M Costs related to any network upgrades the customer is required to fund; (2) directing ISO-NE to modify Schedule 11 and other related Tariff provisions accordingly; (3) directing NGrid[1] to modify Schedule 21-NEP to conform with the changes to Schedule 11 (4) prohibiting NGrid from collecting or attempting to collect such O & M costs through DAF charges or otherwise" Complaint at 38.

Narragansett Electric and CRE have represented in testimony filed in this docket that "CRE shall be responsible for all reasonable expenses including overheads associated with (1) owning,

[1] Defined in the Complaint as New England Power Company d/b/a National Grid.

operating, maintaining, repairing and replacing [CRE's] Interconnection Facilities; and (2) operating, maintenance and replacement of [National Grid's][2] Interconnection Facilities [and] Network Upgrades..." Reardon at 4.

Narragansett Electric and CRE have represented that "future operation and maintenance costs are recovered using a Direct Assignment Facilities ("DAF") mechanism." Id. That is, "[t]he DAF mechanism uses year-end gross plant investment amounts of the annual costs of the facilities, expansion and upgrades associated with the Project, that may be assigned by National Grid to CRE, and multiplies that amount by a Carrying Charge calculated annually in accordance with Schedule 21-NEP of OATT. The amount billed to CRE is credited against the overall Revenue Requirement calculation monthly . . . The DAF is updated annually and a true-up is completed to collect any over/under charges incurred by CRE." Id.

DR 1-1:

a) If CRE is entirely successful on its Complaint at FERC, please identify and explain the following: what amounts will Narragansett Electric customers be required to pay per year and for how long for the following: (i) "operating, maintaining, repairing and replacing [CRE's] Interconnection Facilities"; and (ii) "operating, maintenance and replacement of [National Grid's] Interconnection Facilities [and] Network Upgrades..."?

b) CRE avers that the "DAF O & M Costs charge initially will be about $4.1 million, i.e., about $82 million over the initial 20-year term of the Clear River LGIA, and $123 million and $164 million over a thirty-year or forty-year term," Complaint at 5. CRE proceeds to aver, "[t]his estimate assumes the DAF charge will be roughly 6.84% of the total cost of the upgrades. However, the DAF O & M Cost rate varies every year and, in past years, has been substantially greater." Id.

(i) What is the basis for the 6.84% figure? (ii) Provide the basis for the statement DAF O & M Cost has been, "in past years, substantially greater", (iii) Please provide an estimate of how much "substantially greater," (ii) How much of this incremental estimate applies to Narragansett Electric's customers?

c) If Narragansett Electric's customers will have to pay for O & M Costs related to any network upgrades that customers are required to fund, please explain why the proposed transmission project will still be done at the lowest reasonable costs to retail electric customers, including in your explanation a detailed re-evaluation of each identified alternative discussed in the testimony of David J. Beron, P.E., P.M.P. at Pages 4-6?

[2] Defined as National Grid USA Service Company in Mr. Reardon's testimony.

DR 1-2: Please identify an estimated time-table for resolution of the Complaint, including in the time-table, action by FERC and all subsequent judicial proceedings.

DR 1-3: On Page 11 of its Complaint CRE avers that in the absence of eliminating O &M Costs entirely, FERC should (1) "...at a minimum, direct ISO-NE to modify Schedule 11 to prohibit transmission owners from assigning to interconnection customers the O&M Costs associated with facility relocations, and equipment upgrades," and (2) "...should direct ISO-NE to modify Schedule 11 to clarify that any interconnection customer O & M Cost responsibility ends if the LGIA is terminated." What amount(s) will Narragansett Electric's customers be required to pay per year and for how long in the event that CRE prevails on its partial request for relief reflected by (1) and (2)?

DR 1-4: Please provide comparative examples of how the DAF mechanism would work showing the impact on Narragansett Electric's customers if CRE is entirely successful on its FERC Complaint as compared to if CRE is unsuccessful on its FERC Complaint. In your examples please state your assumptions regarding O&M Costs related to network upgrades; identify the time-frame over which your examples run; identify the entities who will bear costs imposed by the success or failure of the Complaint; explain how these costs will be passed on to customers (or not) via all applicable tariff(s); and show the impact on Narragansett Electric's customers' bills in each example.

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CERTIFICATE OF SERVICE

I certify that a copy of the within document was forwarded to the Service List in the above docket on the 8th day of December, 2017.