

June 4, 2010

**VIA HAND DELIVERY**

Mark D. Marini, Secretary  
Department of Public Utilities  
One South Station, Second Floor  
Boston, MA 02110

**RE: Petition of Massachusetts Electric Company and Nantucket Electric Company each d/b/a National Grid for approval by the Department of Public Utilities of two long-term contracts to purchase wind power and renewable energy certificates, pursuant to G.L. c. 169, § 83 and 220 C.M.R. § 17.00 et seq. - D.P.U. 10-54**

Dear Secretary Marini:

National Grid<sup>1</sup> is pleased to submit the following with respect to the above-referenced matter:

1. Petition of National Grid that supports the filing of the two power purchase agreements between National Grid and Cape Wind Associates, LLC (“Cape Wind”) with the Department on May 10, 2010 pursuant to Section 83 of the Green Communities Act;
2. Motion of National Grid to Suspend the Application of the Jurisdictional Boundaries Clause of Section 83 of the Green Communities Act and Associated Regulations;
3. Motion of National Grid for Protective Treatment of Confidential Information<sup>2</sup>;
4. Pre-filed direct testimony and supporting exhibits of the following witnesses in support of the filing:

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<sup>1</sup> The actual National Grid legal entities making this filing are Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid (together referred to herein as “National Grid” or “Company”). National Grid is making this filing in accordance with the schedule set forth in the Department’s Notice of Filing and Public Hearing dated May 24, 2010.

<sup>2</sup> One unredacted copy of the materials for which protection is sought is being filed under seal directly with the Hearing Officer.

- a. Mr. Richard A. Rapp Jr.'s testimony explains the overall policy reasons supporting National Grid's decision to enter into the two power purchase agreements with Cape Wind;
  - b. Dr. Susan F. Tierney's testimony explains the key reasons why Cape Wind is needed and the power purchase arrangement is cost effective;
  - c. Mr. Madison N. Milhous, Jr.'s testimony describes the terms and pricing of the power purchase agreements as well as National Grid's market forecasts; and
  - d. Ms. Jeanne A. Lloyd's testimony explains how energy products to be purchased from Cape Wind will be treated for ratemaking purposes, and describes the estimated rate impacts on National Grid's distribution customers.
5. Affidavits of the witnesses authenticating their written testimony, respectively;
  6. Check made payable to the Department of Public Utilities in the amount of \$100.00 representing the filing fee; and
  7. Certificate of Service.

As stated in the Petition, the Company respectfully requests an order be issued by no later than November 15, 2010. Should you have any questions in connection with this filing, please do not hesitate to contact me. Thank you.

Sincerely,



Ronald T. Gerwatowski  
Deputy General Counsel

Enclosures

cc: Laura C. Bickel, Hearing Officer  
DPU 10-54 Service List  
dpu efilng

**COMMONWEALTH OF MASSACHUSETTS**  
**DEPARTMENT OF PUBLIC UTILITIES**

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Petition of Massachusetts Electric Company and	)	
Nantucket Electric Company each d/b/a National Grid	)	
for Approval by the Department of Public Utilities	)	
of Two Long-Term Contracts to Purchase Wind Power	)	D.P.U. 10-54
and Renewable Energy Certificates, Pursuant to	)	
G.L. c. 169, § 83 and 220 C.M.R. § 17.00 <u>et seq.</u>	)	

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**PETITION OF NATIONAL GRID**

National Grid<sup>1</sup> hereby petitions the Department of Public Utilities (“Department”) in connection with two separate long-term power purchase agreements (the “PPAs”)<sup>2</sup> with Cape Wind Associates, LLC (“Cape Wind”) filed on May 10, 2010 in this docket. That filing was made pursuant to Section 83 of the Green Communities Act<sup>3</sup> and its implementing regulations.<sup>4</sup> The requested findings and approvals and the basis for them are more particularly set forth herein. National Grid files this petition to include in its case-in chief.<sup>5</sup>

In support of its petition, National Grid states the following:

1. Massachusetts Electric Company and Nantucket Electric Company are Massachusetts electric distribution companies subject to the regulatory jurisdiction of the Department pursuant to G.L. c. 164, with a principal place of business at 40 Sylvan Road, Waltham, Massachusetts 02451.

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<sup>1</sup> Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid (“National Grid” or the “Company”).

<sup>2</sup> The two PPAs are referred to herein as “PPA-1” and “PPA-2”.

<sup>3</sup> St. 2008, c. 169, § 83 (“Section 83 of the Green Communities Act”)

<sup>4</sup> 220 CMR 17.00, *et seq.*

<sup>5</sup> The initial filing on May 10, 2010, together with this formal petition and supporting testimony and exhibits form National Grid’s case-in-chief in this proceeding.

2. Massachusetts Electric Company and Nantucket Electric Company provide electric distribution service to customers in 169 cities and towns in Massachusetts.

3. Pursuant to the settlement agreement governing the acquisition of Nantucket Electric Company by New England Electric System (“NEES”)<sup>6</sup> approved by the Department in Docket No. D.P.U. 95-67, Nantucket Electric Company is considered together with the Massachusetts Electric Company for the purposes of establishing all rates charged to customers of both companies, with the exception of the Cable Facilities Surcharge, which is only applicable to customers of Nantucket Electric Company pursuant to the settlement agreement in Docket No. D.P.U. 95-67.

4. On December 3, 2009, National Grid filed a petition requesting that the Department approve a certain Memorandum of Understanding, dated December 1, 2009, by and among National Grid, Cape Wind and the Massachusetts Department of Energy Resources (“DOER”) (the “MOU”). The MOU set forth a proposed timetable and method for the solicitation and potential execution of a long-term contract between National Grid and Cape Wind for the sale and purchase of power generated by the Cape Wind offshore wind generating facility (the “Facility”) in accordance with Section 83 of the Green Communities Act and its implementing regulations. The MOU provided, in part, that National Grid and Cape Wind would use best efforts to complete negotiations and, to the extent that a mutually satisfactory agreement could be reached, execute a long-term contract within 60 days of the date of the MOU. At the end of the 60-day contract negotiation process, National Grid agreed to provide the Department with an update on the status of its negotiations or an executed

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<sup>6</sup> National Grid plc later acquired NEES.

contract accompanied by a request for the Department's approval pursuant to Section 83 of the Green Communities Act and its implementing regulations.

5. On December 7, 2009, the Department issued a Notice of Filing and Request for Comments and accepted comments through December 18, 2009. On December 29, 2009, the Department issued Order D.P.U. 09-138 approving National Grid's proposed timetable and method for the solicitation and potential execution of a long-term contract with Cape Wind in accordance with the MOU pursuant to Section 83 of the Green Communities Act and its implementing regulations.

6. Thereafter, National Grid and Cape Wind commenced arms-length negotiations of the PPAs. At the end of a 60-day contract negotiation process, on January 29, 2010, National Grid provided the Department with an update on the status of its negotiations. National Grid sent subsequent letters updating the Department on the status of its negotiations on February 26, 2010, March 31, 2010, and April 30, 2010. On May 7, 2010 National Grid and Cape Wind concluded their negotiations and executed the PPAs.

7. On May 10, 2010, National Grid filed the PPAs with the Department for review and approval in accordance with Section 83 of the Green Communities Act and its implementing regulations.

8. If PPA-1 is approved by the Department and becomes effective, National Grid will purchase energy, capacity and renewable energy certificates ("RECs") (collectively, the "Products") from Cape Wind solely under that PPA-1. National Grid will not be making any purchases under PPA-2, but has entered into that agreement with the expectation that it would be assigned to a third party or parties.

9. Each of the PPAs contains within it the defined term “Regulatory Approval”. Section 8 of each of the PPAs provides that the PPAs do not become effective, except for certain specified provisions, until the receipt of the Regulatory Approval. In accordance with the specific provisions of Section 8.3 of each of the PPAs, if the Regulatory Approval is not obtained by February 7, 2011 either National Grid or Cape Wind may terminate the PPAs. The term “Regulatory Approval” is defined in each of the PPAs as follows:

“Regulatory Approval” shall mean the MDPU’s approval of this entire Agreement, which approval shall include without limitation: (1) confirmation that this Agreement has been approved under Section 83 of the Massachusetts Green Communities Act of 2008 and the regulations promulgated thereunder and that all of the terms of such Section 83 and such regulations apply to this Agreement, and in providing such confirmation, in the event that, at the time of approval, the provisions of such Section 83 and of such regulations limiting the scope thereof to renewable generation located within the boundaries of the Commonwealth of Massachusetts, including state waters, or in adjacent federal waters, are subject to judicial challenge or have been found by a court to be invalid, the MDPU shall suspend the applicability of such provisions, as provided in such Section 83, as applicable to such approval; (2) definitive regulatory authorization for Buyer to recover all of its power purchase costs incurred under this Agreement for the entire term of this Agreement through the implementation of a Power Cost Reconciliation Tariff; (3) definitive regulatory authorization for Buyer to recover remuneration equal to four percent (4%) of Buyer’s annual payments under this Agreement for the term of this Agreement through the Power Cost Reconciliation Tariff; (4) approval of the Purchased Power Accounting Authorization; and (5) a definitive regulatory finding that Buyer’s execution, delivery and performance of this Agreement is prudent and the recovery of the costs incurred under this Agreement through rates is not subject to challenge for the entire Term of this Agreement. Such approvals shall be acceptable in form and substance to Buyer in its sole discretion, shall not include any conditions or modifications that Buyer deems, in its sole discretion, to be unacceptable and shall be final and not subject to appeal or rehearing.

10. National Grid’s Petition, together with the supporting testimony and exhibits from Mr. Richard A. Rapp, Jr., Dr. Susan F. Tierney, Mr. Madison N. Milhous, Jr., and Ms. Jeanne A. Lloyd, as well as the testimony and exhibits from

witnesses for Cape Wind, demonstrate that the PPAs meet the criteria and the underlying policy objectives of Section 83 of the Green Communities Act and its implementing regulations and should receive the Regulatory Approval (as defined in the PPAs).

**WHEREFORE**, for all of the reasons set forth in National Grid's Petition, as supported by testimony and exhibits from National Grid and Cape Wind, National Grid respectfully requests that the Department issue an order on this Petition by no later than November 15, 2010, and make the following findings and approvals, together with any other findings and approvals as are necessary or appropriate to grant National Grid's Petition:

1. that the Facility has a commercial operation date, as verified by the DOER, on or after January 1, 2008;
2. that the Facility is qualified by DOER as eligible to participate in the Renewable Portfolio Standard ("RPS") program, and to sell RECs under the program, pursuant to G.L. c. 25A, § 11F;
3. that the Facility will provide enhanced electricity reliability within the Commonwealth;
4. that the Facility will contribute to moderating system peak load requirements;
5. that the Facility will create additional employment in the Commonwealth, where feasible;
6. that, taking into account the costs and benefits, PPA-1, over the term of the contract, is a cost effective mechanism for procuring renewable energy on a long-term basis;

7. that, taking into account the costs and benefits, PPA-2, over the term of the contract, is a cost effective mechanism for procuring renewable energy on a long-term basis;
8. that the PPAs are approved in their entirety, including without limitation:
  - a. that the PPAs are approved under Section 83 and its implementing regulations, and that all the terms of Section 83 and its implementing regulations apply to the PPAs, except any such provisions as have been suspended by the Department;
  - b. that National Grid's execution of the PPAs was prudent, and its performance of PPA-1 and assignment of PPA-2 would be prudent;
  - c. that National Grid is authorized to recover for the entire term of PPA-1 all of the costs incurred under PPA-1;
  - d. that National Grid is authorized to recover contract remuneration each year equal to four percent (4%) of the annual payments made under PPA-1;
  - e. that National Grid's proposed "Renewable Energy Recovery Provision", as described in the testimony of Ms. Lloyd, is approved;



- f. that National Grid's proposed amendments to the Basic Service Adjustment Provision, as described in the testimony of Ms. Lloyd are approved;
- g. that National Grid's proposal to allocate the energy and RECs to basic service customers in the manner described in the testimony of Ms. Lloyd and Mr. Milhous is approved, and the Department authorizes National Grid, to the extent needed in the future, to take appropriate steps to assure avoidance of a material negative balance sheet impact on National Grid's direct or indirect parent company, upon appropriate notice and filing with the Department, by proposing such other method requested by National Grid that reasonably addresses any such impact, subject to the review and approval of the Department;
- h. that National Grid could use the RECs purchased under PPA-1 to satisfy National Grid's renewable energy portfolio standard requirements; and
- i. that National Grid's purchase of the Products under PPA-1 will satisfy National Grid's minimum purchase requirement under Section 83 and its implementing regulations.

Respectfully submitted,

MASSACHUSETTS ELECTRIC COMPANY  
AND NANTUCKET ELECTRIC COMPANY  
EACH D/B/A NATIONAL GRID

By its attorneys,



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Dated: June 4, 2010

**COMMONWEALTH OF MASSACHUSETTS**  
**DEPARTMENT OF PUBLIC UTILITIES**

Petition of Massachusetts Electric Company and )	
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**MOTION OF NATIONAL GRID TO SUSPEND THE APPLICATION OF THE JURISDICTIONAL BOUNDARIES CLAUSE OF SECTION 83 OF THE GREEN COMMUNITIES ACT AND ASSOCIATED REGULATIONS**

**I. INTRODUCTION**

National Grid<sup>1</sup> respectfully requests the Department suspend the provisions of Section 83 of the Massachusetts Green Communities Act (“Section 83”) and associated regulations that require any long term contracts be with projects that are “within the jurisdictional boundaries of the commonwealth, including state waters, or in adjacent federal waters.”<sup>2</sup> This provision, which is referred to in this motion as the “jurisdictional boundaries clause,” has been challenged in a lawsuit filed in federal district court for the District of Massachusetts by TransCanada Power Marketing, Ltd. (“TransCanada”), in a case captioned as TransCanada Power Marketing, Ltd v. Bowles, No. 4:10-cv-40070 (D. Mass filed Apr. 16, 2010) (the “TransCanada Lawsuit”).<sup>3</sup> While National Grid does not

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<sup>1</sup> The actual National Grid legal entities requesting this motion are Massachusetts Electric Company and Nantucket Electric Company each d/b/a National Grid, collectively “National Grid.”

<sup>2</sup> National Grid is filing this Motion pursuant to Section 1.04(5) of the Procedural Rules of the Commonwealth of Massachusetts Department of Public Utilities (the “Department”), 220 C.M.R. § 1.04(5).

<sup>3</sup> The TransCanada Lawsuit challenged additional provisions of Section 83 that are not relevant to this proceeding and are not the subject of this Motion.

take a position on the merits of the TransCanada Lawsuit, National Grid urges the Department to grant this motion at the outset of this proceeding to allow the Department to review the PPAs as if the jurisdictional boundaries clause were not part of Section 83 or its implementing regulations set forth in 220 C.M.R. 17.00 et seq. By granting this motion, the Department's review of the PPAs and participation of the parties will be free of any limitations or constraints that might have needed to be considered as a result of the jurisdictional boundaries clause.

## **II. REASONS IN SUPPORT**

The TransCanada Lawsuit challenges the jurisdictional boundaries clause which is the requirement in Section 83 and its implementing regulations that long-term contracts to purchase renewable resources be restricted to projects within the jurisdictional boundaries of the Commonwealth, including state waters, or in adjacent federal waters.<sup>4</sup>

The Department has been granted express authority by the legislature under Section 83 to "suspend the applicability" of a challenged provision (i.e., a "severability clause"), and application of that authority permits the Department to move forward with its required review of the PPAs in furtherance of achieving the public purposes of Section

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<sup>4</sup> While TransCanada has sought a preliminary injunction as to certain aspects of Section 83, it has not sought an injunction with respect to the PPAs, stating:

National Grid's filing letter asked DPU to suspend the applicability of the portion of Section 83 that limits the Long-Term Renewable Contract program to projects that are located in Massachusetts. In its filing letter National Grid has apparently disavowed the discriminatory feature of Section 83 that TransCanada is challenging in this lawsuit, and therefore TransCanada does not see a need to ask this Court for an injunction at this time concerning the National Grid/Cape Wind contracts. TransCanada reserves all rights concerning them, however. Affidavit of Michael Hachey at 10-11, ¶ 32 (filed May 28, 2010 in TransCanada Power Marketing, Ltd.).

83.<sup>5</sup> Severability clauses are a valid means of ensuring that the overall purposes of a statute are not undermined by challenges to particular provisions of such statutes. See G.L. c. 4, § 6, Eleventh (2010) (“The provisions of any statute shall be deemed severable, and if any part of any statute shall be adjudged unconstitutional or invalid, such judgment shall not affect other valid parts thereof.”); see also Peterson v. Commissioner of Revenue, 444 Mass. 128, 138 (2005) (“As to all statutes in the Commonwealth, the Legislature has announced its own preference in favor of severability.”).

A Massachusetts court will not deviate from the judicial and legislative preference in favor of severability unless the valid provisions of a statute are too embedded in the invalid provisions to stand independently. Peterson, 444 Mass. at 138. In this case, the bulk of Section 83 that is not subject to constitutional challenge easily stands independently of the jurisdictional boundaries clause that is subject to the constitutional challenge. Suspending the challenged jurisdictional boundaries clause of Section 83 and its associated regulations will not prevent the Department in this proceeding from implementing the rest of Section 83 and 220 C.M.R. 17.00 et seq., which hold together coherently in the absence of the suspended provisions. Suspending the challenged provisions will be consistent with the judicial and legislative preference for severability and will help achieve the public purposes of Section 83, as clearly intended by the legislature.

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<sup>5</sup> G.L. c. 169, § 83. Paragraph 10 of Section 83 provides:

If any provision of this section is subject to a judicial challenge, the department of public utilities may suspend the applicability of the challenged provision during the pendency of the judicial action until final resolution of the challenge and any appeals, and shall issue such orders and take such other actions as are necessary to ensure that the provisions that are not challenged are implemented to achieve the public purposes of this provision.

National Grid believes the PPAs can and should be reviewed and approved on their merits in accordance with the remaining criteria specified in Section 83 and its associated regulations. As such, National Grid stands prepared to support its case for approval and defend its decision to enter into the PPAs, taking into account or comparing other regional alternatives, if any, that could arguably have met the objectives of the Green Communities Act, but otherwise would not have been eligible for consideration had the locational constraints remained in place. By exercising its statutory authority to suspend the jurisdictional boundaries clause in the context of this proceeding, the Department would be free to conduct its requisite review of the PPAs without any potential legal impediment as to project location. Moreover, the Department would also thereby provide the benefit of greater certainty to all parties to this proceeding and those interested in its outcome.

It is in the public interest to grant this motion. Otherwise, this proceeding may be tainted by the pending constitutional challenge and the outcome of this proceeding called into question or unreasonably delayed.

### **III. CONCLUSION**

For the reasons stated herein, National Grid requests that the Department grant this motion to (i) suspend the applicability of the jurisdictional boundaries clause of Section 83 and its associated regulations in this proceeding; and (ii) take such other actions as are necessary to ensure that the provisions of Section 83 that have not been challenged are implemented expeditiously to achieve the public purposes of Section 83.

Respectfully submitted,

Massachusetts Electric Company and  
Nantucket Electric Company d/b/a  
National Grid

By: David T. Doot/EKR

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Dated: June 4, 2010

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

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**MOTION OF NATIONAL GRID FOR PROTECTIVE TREATMENT OF  
CONFIDENTIAL INFORMATION**

Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid (“National Grid” or the “Company”) hereby request that the Commonwealth of Massachusetts Department of Public Utilities (the “Department”) grant protection from public disclosure of certain confidential, sensitive and proprietary information submitted in this proceeding in accordance with Section 5D of the Massachusetts General Laws governing Public Utilities<sup>1</sup> and Section 1.04(5)(e) of the Procedural Rules of the Department.<sup>2</sup> Specifically, the Company requests that the Department protect from public disclosure the Company’s exhibits MNM-3 and MNM-4 to the testimony of one of National Grid’s witnesses, Mr. Madison N. Milhous, Jr., which presents confidential long-term price forecasts for capacity, energy, and renewable energy credits (“RECs”).<sup>3</sup>

As discussed further below, the long-term price forecasts contain confidential, competitively sensitive and proprietary information and processes developed by Energy

<sup>1</sup> M.G.L. c. 25, § 5D.

<sup>2</sup> 220 C.M.R. § 1.04(5)(e).

<sup>3</sup> These exhibits have been filed under seal directly with the Hearing Officer in this proceeding.



Security Analysis, Inc. ("ESAI") and Levitan & Associates, Inc. ("LAI") that, if released publicly, could harm the competitive business position of ESAI, LAI, and the Company.

## **I. LEGAL STANDARD**

The Department is authorized to protect from public disclosure "trade secrets, confidential, competitively sensitive or other proprietary information provided in the course of proceedings."<sup>3</sup> The Department has developed a three-part standard for assessing requests for protective treatment submitted pursuant to Section 5D of the Massachusetts General Laws governing Public Utilities.<sup>4</sup> First, the information for which protection from disclosure is sought must constitute "trade secrets, [or] confidential, competitively sensitive or other proprietary information." Second, the party seeking protection from disclosure must overcome the statutory presumption that the public is benefited by disclosure of that information by "proving" the need for non-disclosure. Finally, the Department will protect only so much of the information as is necessary to meet the established need.<sup>5</sup> Appropriate considerations with respect to the public interest issue include an assessment of the interests at stake, the likely harm that would result from public disclosure of information, and the public policy implications of such disclosure.<sup>6</sup>

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<sup>3</sup> G.L. c. 25, § 5D.

<sup>4</sup> Id.

<sup>5</sup> See, e.g., Western Massachusetts Electric Company, D.T.E. 99-56 (1999); Dispatch Communications of New England d/b/a Nextel Communications, Inc., D.P.U. 95-59-B/95-80/95-112/96-13 (September 2, 1997 Procedural Order).

<sup>6</sup> See, e.g., Berkshire Gas Company, D.P.U. 93-187/188/189/190 (1994); Boston Gas Company, D.P.U. 92-259 (1993), Essex County Gas Company, D.P.U. 96-105 (1996).

## **II. BASIS FOR CONFIDENTIALITY**

The Company seeks protection from public disclosure of certain price forecasts developed by ESAI and LAI. ESAI and LAI each developed a long-term price forecast for capacity, energy, and RECs through proprietary methods of analysis. ESAI and LAI each provided a long-term price forecast to National Grid, as consultants to National Grid and at National Grid's request. Those forecasts and the underlying analyses are not publicly available. Under National Grid's arrangements with ESAI and LAI, the underlying methods and data used in developing the forecasts are considered confidential, because they represent proprietary intellectual property of ESAI and LAI. If the underlying methods and data used in developing the forecasts were to be disclosed on the public record, both ESAI's and LAI's ability to protect their work product and the Company's future ability to contract for consulting services at competitive prices for such forecasting work would be harmed. To the Company's knowledge, the information contained in Exhibits MNM-3 and MNM-4 to the testimony of Madison N. Milhous is not otherwise available in the public domain.

National Grid is providing this confidential information to the Department on a voluntary basis to assist the Department with its decision-making in this proceeding. In addition, the Company will be providing this information to the Massachusetts Attorney General under a non-disclosure agreement.

The confidential and proprietary long-term price forecasts reflect confidential information and processes assembled by ESAI and LAI at their effort and expense and were provided to the Company subject to an agreement that they would be maintained in confidence. Public disclosure of that information, therefore, could adversely affect

ESAI's and LAI's competitive positions and possibly the ability of the Company in the future to receive such information from ESAI, LAI and similar entities to aid the Company in its decision-making. While the Company desires the Department to have this same information available to it in performing its review, the requirement that such information be made public as a prerequisite for Department reliance on it would tend to make it less likely that such information would be provided voluntarily in the future. Accordingly, the Department should protect the pricing forecasts and underlying analyses from public disclosure. Because the methods of analysis used by ESAI and LAI to develop the long-term price forecasts do not become "stale" or lose their proprietary value over time, the Company requests that no sunset provision on the protective treatment be imposed.

It is important to take into account that the actual results of the forecasts are being provided publicly and are included in Exhibit MNM-2 to the testimony of Madison N. Milhous, Jr. Thus, the public and parties to the proceeding can see the annual projection of the above market costs being projected under the forecasts. Other parties are free to put forward their own alternative forecasts for the Department if they do not agree with the results. Hence, no party is prejudiced in this case by keeping confidential the underlying methods and data used in the forecasting.

The Company requests that, in addition to granting protective treatment to the confidential information described above, the Department order that copying, duplication, dissemination or disclosure of such information in any form be prohibited and the protected materials be returned at the conclusion of the proceeding or destroyed. The Company also requests that the protective order be extended to any discovery, testimony,

argument, or briefing that would otherwise disclose the confidential information.


Additionally, the Company requests that, to the extent such confidential information is provided to any intervenors or their consultants, such recipients be required to sign an appropriate confidentiality and nondisclosure agreement containing terms reasonably acceptable to the Company.

### **III. CONCLUSION**

**WHEREFORE**, for the reasons stated above, the Company respectfully requests that the Department grant its motion to protect from public disclosure confidential, competitively sensitive, and proprietary information contained in the Company's exhibits MNM-3 and MNM-4 to the testimony of Mr. Madison N. Milhous, Jr.

Respectfully submitted,

MASSACHUSETTS ELECTRIC COMPANY  
AND NANTUCKET ELECTRIC COMPANY  
EACH D/B/A NATIONAL GRID

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Dated: June 4, 2010

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

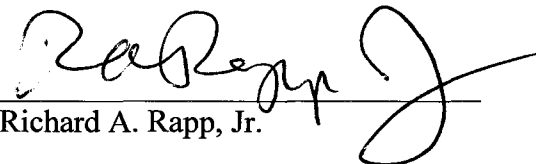
Review of Proposed Long-Term Power Purchase )  
Agreements between Massachusetts Electric Company )  
and Nantucket Electric Company d/b/a National Grid ) D.P.U. 10-54  
and Cape Wind Associates, LLC )  
Pursuant to St. 2008, c. 169, § 83 )

**AFFIDAVIT OF RICHARD A. RAPP, JR.**

Richard A. Rapp, Jr., does hereby dispose and say as follows:

I, Richard A. Rapp, Jr., on behalf of Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid, certify that the attached testimony and supporting exhibits, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 3rd day of June 2010.

  
Richard A. Rapp, Jr.

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

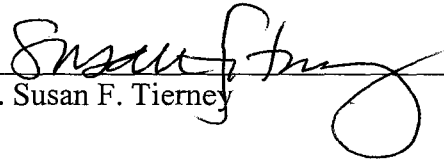
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and Cape Wind Associates, LLC )  
Pursuant to St. 2008, c. 169, § 83 )  
\_\_\_\_\_)

AFFIDAVIT OF DR. SUSAN F. TIERNEY

Dr. Susan F. Tierney does hereby dispose and say as follows:

I, Dr. Susan F. Tierney, on behalf of Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid, certify that the attached testimony and supporting exhibits, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 3<sup>rd</sup> day of June 2010.

  
\_\_\_\_\_  
Dr. Susan F. Tierney

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

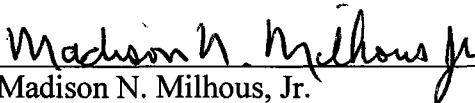
Review of Proposed Long-Term Power Purchase )  
Agreements between Massachusetts Electric Company )  
and Nantucket Electric Company d/b/a National Grid ) D.P.U. 10-54  
and Cape Wind Associates, LLC )  
Pursuant to St. 2008, c. 169, § 83 and )  
220 C.M.R. § 17.00 et seq. )

**AFFIDAVIT OF MR. MADISON N. MILHOUS, JR.**

Madison N. Milhous, Jr., does hereby dispose and say as follows:

I, Madison N. Milhous, Jr., on behalf of Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid, certify that the attached testimony and supporting exhibits, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 2nd day of June 2010.

  
Madison N. Milhous, Jr.

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC UTILITIES

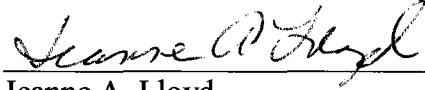
Review of Proposed Long-Term Power Purchase	)	
Agreements between Massachusetts Electric Company	)	
and Nantucket Electric Company d/b/a National Grid	)	D.P.U. 10-54
and Cape Wind Associates, LLC	)	
Pursuant to St. 2008, c. 169, § 83	)	

AFFIDAVIT OF MS JEANNE A. LLOYD

Jeanne A. Lloyd does hereby dispose and say as follows:

I, Jeanne A. Lloyd, on behalf of Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid, certify that the attached testimony and supporting exhibits, which bear my name, were prepared by me or under my supervision and are true and accurate to the best of my knowledge and belief.

Signed under the pains and penalties of perjury as of this 2 day of June 2010.

  
 \_\_\_\_\_  
 Jeanne A. Lloyd



**COMMONWEALTH OF MASSACHUSETTS**

**DEPARTMENT OF PUBLIC UTILITIES**

\_\_\_\_\_  
Petition of Massachusetts Electric Company and )  
Nantucket Electric Company each d/b/a National Grid )  
for Approval by the Department of Public Utilities )  
of Two Long-Term Contracts to Purchase Wind Power ) D.P.U. 10-54  
and Renewable Energy Certificates, Pursuant to )  
G.L. c. 169, § 83 and 220 C.M.R. § 17.00 et seq. )  
\_\_\_\_\_ )

**CERTIFICATE OF SERVICE**

I hereby certify that I have caused a copy of the following documents to be served upon each person designated on the official service list compiled by the Massachusetts Department of Public Utilities.

1. Petition of National Grid that supports the filing of the two power purchase agreements between National Grid and Cape Wind Associates, LLC (“Cape Wind”) with the Department on May 10, 2010 pursuant to Section 83 of the Green Communities Act;
2. Motion of National Grid to Suspend the Application of the Jurisdictional Boundaries Clause of Section 83 of the Green Communities Act and Associated Regulations;
3. Motion of National Grid for Protective Treatment of Confidential Information;
4. Pre-filed direct testimony and supporting exhibits of Mr. Richard A. Rapp, Jr., Dr. Susan F. Tierney, Mr. Madison N. Milhous, Jr., and Ms. Jeanne A. Lloyd
5. Affidavits of Mr. Richard A. Rapp Jr., Dr. Susan F. Tierney, Mr. Madison N. Milhous, Jr., and Ms. Jeanne A. Lloyd

Dated at Boston, Massachusetts this 4th day of June, 2010.

  
\_\_\_\_\_  
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Fax: (617) 345-4745  
E-mail: [ekrunge@daypitney.com](mailto:ekrunge@daypitney.com)

Counsel for

Massachusetts Electric Company and  
Nantucket Electric Company each d/b/a National Grid