

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

IN RE: THE NARRAGANSETT ELECTRIC COMPANY :
d/b/a/ NATIONAL GRID'S PROPOSED DISTRIBUTED : DOCKET NO. 4277
GENERATION ENROLLMENT APPLICATION :
AND PROCESS RULES :

ORDER

I. Introduction

This matter arises out of WED Coventry One, LLC's (Petitioner) Objection to National Grid's Third 2014 Enrollment Report, filed January 2, 2015. In the Objection, Petitioner requested, inter alia, that the Commission order National Grid to acknowledge Petitioner's eligibility for the Third Enrollment in the Distributed Generation Standard Contract program and properly consider and process its enrollment application. Petitioner also requested that the Commission order National Grid to refund the performance guarantee deposit paid by Petitioner pursuant to a contract executed on August 2, 2013. According to the express terms of the August 2 contract, any legal proceedings arising out of or in connection with the contract were within the exclusive jurisdiction of Rhode Island's state and federal courts. On February 13, the Commission requested briefs on the preliminary issue of whether the Commission has jurisdiction to order the relief requested by Petitioner. The parties filed briefs on March 6.

On March 31, the Commission accepted jurisdiction over Petitioner's Objection for the sole purpose of determining whether Petitioner was eligible for the Third 2014 DG Enrollment and whether National Grid should consider and process WED Coventry One's enrollment application.¹ The Commission declined jurisdiction over whether Petitioner is entitled to a refund of the performance guarantee deposit paid to National Grid pursuant to the August 2 contract.²

¹ Order No. 21875 at 11.

² *Id.* at 12.

Pending hearing, counsel for National Grid notified the Commission that the parties were negotiating a settlement. On July 1, counsel filed an executed Settlement Agreement resolving all outstanding issues arising from the Petitioner's Objection, filed January 2, 2015.

II. Settlement Agreement

The Settlement Agreement, which is subject to Commission approval, provides that National Grid will enroll the distributed generation project identified in Petitioner's application for the Third 2014 RI DG Enrollment as part of that enrollment in the RI Distributed Generation Standard Contract program. (See Attached Exhibit A.) Said requirement is conditioned upon Petitioner's compliance with all the obligations required under that program for enrollment.³ The Settlement Agreement further provides, inter alia, that Petitioner will deliver certain documentation to National Grid within seven business days of the Commission's approval of the Settlement Agreement.⁴

III. Decision

This matter was assigned to open meeting on July 31, 2015. The Commission noted at the outset that the Settlement Agreement is appropriately silent regarding whether Petitioner is entitled to a refund of the performance guarantee deposit paid to National Grid pursuant to the August 2 contract. This is consistent with Commission Order No. 21875, which reserved said issue for the court.⁵ According to that Order, the only outstanding issues before this Commission are whether Petitioner was eligible for the Third 2014 RI DG Enrollment and whether National Grid should consider and process Petitioner's enrollment application.⁶ The Commission finds that the Settlement Agreement requires National Grid to enroll the Petitioner's distributed generation

³ Settlement Agreement at Paragraphs 1, 2.

⁴ Id. at Paragraph 3.

⁵ Order No. 21875 at 12.

⁶ Id. at 11.

project in the Third 2014 RI DG Enrollment of the RI Distributed Generation Standard Contract program. The Settlement Agreement, therefore, resolves all outstanding issues pending before this Commission as of the date of this open meeting. The Commission finds the Settlement Agreement to be fair and reasonable to both parties, in light of the facts and circumstances presented in this docket, and the same is hereby approved as filed on July 1, 2015.

Accordingly, it is

(22027) ORDERED:

The Settlement Agreement by and between WED Coventry One, LLC and The Narragansett Electric Company d/b/a National Grid is hereby approved as filed on July 1, 2015.

EFFECTIVE AT WARWICK, RHODE ISLAND ON JULY 31, 2015 PURSUANT TO AN OPEN MEETING DECISION. WRITTEN ORDER ISSUED AUGUST 6, 2015.

PUBLIC UTILITIES COMMISSION




Margaret E. Curran, Chairman


Paul J. Roberti, Commissioner


Herbert DeSimone, Commissioner

NOTICE OF RIGHT OF APPEAL: Pursuant to R.I. Gen. Laws §39-5-1, any person aggrieved by a decision or order of the PUC may, within seven (7) days from the date of the order, petition the Supreme Court for a Writ of Certiorari to review the legality and reasonableness of the decision or order.

EXHIBIT A

SETTLEMENT AGREEMENT

Objector WED Coventry One, LLC ("WED One") and The Narragansett Electric Company d/b/a National Grid ("National Grid" or the "Company") (collectively, the "Parties") have agreed to the terms of this Settlement Agreement to resolve all disputes and claims raised in the Objection by WED Coventry One, LLC (the "Objection") filed by WED One in Docket No. 4277 and Docket No. 4288 to National Grid's third enrollment report for 2014 DG Standard Contracts.

WHEREAS, WED One submitted an application for enrollment in National Grid's third enrollment for 2014 DG Standard Contracts;

WHEREAS, National Grid rejected WED One's application for enrollment in National Grid's third enrollment for 2014 DG Standard Contracts;

WHEREAS, National Grid filed its Third 2014 RI DG Enrollment Report in Docket No. 4277 and Docket No. 4288 on December 23, 2014;

WHEREAS, National Grid's Third 2014 RI DG Enrollment Report did not identify WED One as one of the applicant's selected for enrollment;

WHEREAS, WED One filed a motion to intervene in Docket No. 4277 and Docket No. 4288 and the Objection on or about January 2, 2015;

WHEREAS, National Grid responded the Objection on or about March 6, 2015;

WHEREAS, the Rhode Island Public Utilities Commission previously scheduled a hearing on the Objection for June 11, 2015, and the Parties notified the Rhode Island Public Utilities Commission that they had reached an agreement in principle to settle the disputes raised by the Objection on May 15, 2015;

WHEREAS, National Grid has available nameplate capacity under the Third 2014 RI DG Standard Contract Program Enrollment to enroll WED One's contract without exceeding the nameplate capacity targets for the program and without removing any other project from the enrollment; and

WHEREAS, the Parties desire to resolve all disputes between and among them subject to the terms and conditions contained herein;

Therefore, the Parties agree as follows:

1. National Grid will enroll the distributed generation project identified in WED One's application for the Third 2014 RI DG Enrollment as part of that enrollment in the RI Distributed Generation Standard Contract program, provided that WED One complies with all the obligations required under that program for enrollment.

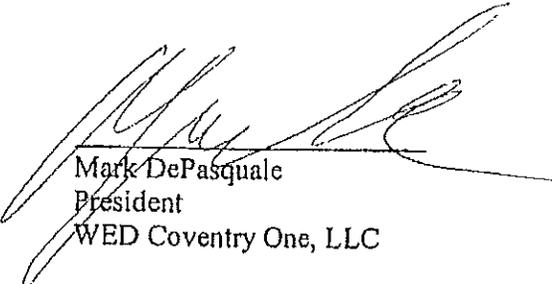
2. WED One agrees to comply with all the requirements for applicants and enrollees in connection with its enrollment in the Third Enrollment of the 2014 RI DG Standard Contract Program.
3. WED One will not be disqualified from participation in the contract because of any delay associated with production of the net metering Schedule B which WED One is still finalizing with the Town of Coventry, provided that WED One delivers a completed Schedule B to National Grid within seven (7) business days of the Rhode Island Public Utilities Commission's approval of this Settlement Agreement.
4. National Grid will file a Revised Third 2014 RI DG Enrollment Report in Docket No. 4277 and Docket No. 4288 to reflect the inclusion of the WED One distributed generation standard contract in that enrollment.
5. The WED One project and the DG Standard Contract for the project will be treated the same as all other distributed generation projects enrolled in the Third 2014 DG Standard Contract enrollment, including without limitation the manner in which such projects are treated under title 39 of the Rhode Island General Laws and all associated regulations for purposes of National Grid recovering costs related to the WED One project.
6. WED One, and its present and former corporate affiliates, parent companies, owners, subsidiaries, officers, directors, shareholders, employees, agents, representatives, assigns, affiliates, divisions, joint ventures, co-venturers, attorneys, accountants, predecessors, successors, heirs, related entities, insurers, brokers, and any other entity in any way owned or affiliated with it, unconditionally and irrevocably remise, release, acquit, and forever discharge all persons and entities, including National Grid and its present and former corporate affiliates, parent companies, owners, subsidiaries, officers, directors, shareholders, employees, agents, representatives, assigns, affiliates, divisions, joint ventures, co-venturers, attorneys, accountants, predecessors, successors, heirs, related entities, insurers, brokers, and any other entity in any way owned or affiliated with it, from any and all manner of action or actions, cause or causes of action, suits, debts, damages, claims, demands, judgments, or execution whatsoever, whether in contract, tort, or otherwise, and whether in law or in equity, which it ever had, has now, or may ever have against all persons or entities, including National Grid, from the beginning of the world to the date of this Settlement Agreement, whether known or unknown, accrued or unaccrued, by reason of, arising from or related to the subject matter of the Objection, except any claims related to the performance guaranty deposit paid in connection with WED One's August 2, 2013 DG Standard Contract.
7. This Settlement Agreement shall be governed, construed and interpreted by, and in accordance with, Rhode Island law without regard to its conflicts of law rules or rulings.
8. Each of the Parties is duly authorized to execute this Settlement Agreement and to enter into the settlement described herein.

9. No promise, inducement, representation, or agreement not herein expressed has been made to any Party. This Settlement Agreement contains the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. This Settlement Agreement cannot be amended, released, discharged, changed, modified, or terminated in any manner without the consent, in writing, of all the Parties hereto and the approval of the Rhode Island Public Utilities Commission. There are no collateral or outside agreements of any kind between the Parties.
10. Each party to this Settlement Agreement acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter into this Settlement Agreement. The language of all parts of this Settlement Agreement will in all cases be construed as a whole in accordance with its fair meaning and shall not be construed for or against any party hereto. The Parties warrant that they have read this Settlement Agreement, have had an opportunity to discuss it with counsel, understand its terms, and are executing it voluntarily and of their own free will.
11. This Settlement Agreement is subject to approval by the Rhode Island Public Utilities Commission, and it will not become effective, nor will the WED One project become a part of the 2014 DG Standard Contract program, until such time as the PUC approves this Settlement Agreement.

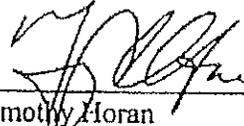
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[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties duly authorized and designated, execute this Settlement Agreement on this __ day of June, 2015.



Mark DePasquale
President
WED Coventry One, LLC



Timothy Horan
President
The Narragansett Electric Company d/b/a
National Grid

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