Raquel W. Webster
Senior Counsel

May 26, 2015

BY HAND DELIVERY & ELECTRONIC MAIL

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

RE: Docket 4483 – In Re: Petition of Wind Energy Development, LLC and ACP Land, LLC Relating to Interconnection
Responses to PUC Data Requests – Set 7

Dear Ms. Massaro:

On behalf of National Grid[1], I have enclosed responses to the PUC's seventh set of data requests in the above-referenced matter.

Thank you for your attention to matter. If you have any questions, please contact me at 781-907-2121.

Sincerely,

Raquel J. Webster

Enclosures

cc: Docket 4483 Service List
Leo Wold, Esq.
Steve Scialabba, Division

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

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate was electronically transmitted to the individuals listed below.

Paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.

Joanne M. Scanlon

May 26, 2015
Date

Docket No. 4483 – Wind Energy Development LLC & ACP Land, LLC – Petition for Dispute Resolution Relating to Interconnection
Service List updated 4/10/15

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COMM 7-1

Request:

Exhibit F. (Impact Study or ISRDG Agreement).The Company agreed in this docket to provide an itemization of impact study costs whenever the cost of an impact study exceeds the specified fee. See Settlement Proposal of National Grid at 5, September 12, 2014. See also Summary of Interim Orders, Paragraph 5 at 1, November 12, 2014. Neither of these references made execution of an ISA a condition of receiving a refund assuming payments were made in excess of costs. Explain why the Company is proposing to perform the final accounting only if the customer does not execute an ISA. Does this mean that if a customer executes an ISA then it will not be entitled to a refund of payments made in excess of costs?

Response:

The Company is not proposing that a final accounting for study costs only be performed if an Interconnection Service Agreement (ISA) is not executed. If a customer proceeds to an ISA, the Company's intent was to include the final accounting for the Impact and Detailed Study costs with the final accounting and reconciliation required under the ISA for system modifications. The Company has reviewed the proposed language and agrees that it does not accurately state the Company's intentions in this regard. Also, in its subsequent review of these provisions, it is the Company's opinion that the proposed final accounting provisions could be misinterpreted to apply to the ISRDG given the fact that the Impact Study and ISRDG agreement are the same exhibit to the tariff. Since the ISRDG fee is statutorily- based, it would not be subject to such reconciliations[1].

The Company is recommending the following additional revisions to the interconnection tariff in order to clarify the process regarding final accounting and reconciliation of study costs, as detailed above:

Exhibit F – Impact Study or ISRDG Agreement:

> 7. Final Accounting. If the Customer executes an ISA, then a final accounting of the costs collected under this study agreement shall be performed in accordance with the terms of the ISA. If the Interconnecting Customer does not execute an ISA, the Company within ninety

[1] See the Company's response to data request PUC 2-5 in this docket. As stated in the response, "[t]he Company would charge the actual cost of a study, only when it exceeds the established fee and only for non-residential applications. As such, the Company would itemize the impact study cost, only when the cost exceeds the fee, in order to seek the additional cost from the developer."

(90) business days after completion of the study, and all Company work orders have been closed, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this agreement, and (b) Interconnecting Customer's previous aggregate payments to the Company for such study. Costs that are statutorily-based shall not be subject to final accounting or reconciliation under this provision (e.g., statutorily set study fees for the ISRDG), but may be reconciled at any time only if the costs exceed the statutory fee and the Company seeks to collect actual costs in accordance with the applicable statute. To the extent that Interconnecting Customer's cost responsibility in this agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.

Exhibit G – Detail Study Agreement:

Final Accounting. If the Customer executes an ISA, then a final accounting of the costs collected under this study agreement shall be performed in accordance with the terms of the ISA. If the Interconnecting Customer does not execute an ISA, the Company within ninety (90) business days after completion of the study and all Company work orders have been closed, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under this agreement, and (b) Interconnecting Customer's previous aggregate payments to the Company for such study. Costs that are statutorily-based shall not be subject to final accounting or reconciliation under this provision, but may be reconciled at any time only if the costs exceed the statutory fee and the Company seeks to collect actual costs in accordance with the applicable statute. To the extent that Interconnecting Customer's cost responsibility in this agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty-five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty-five (45) days of the provision of such final accounting report.

COMM 7-1, page 3

Exhibit H – Interconnection Service Agreement

5.2 Final Accounting. The Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement and all Company work orders have been closed, shall provide Interconnecting Customer with a final accounting report of any difference between the (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications and for any Impact or Detailed Study performed by the Company, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications and studies. Costs that are statutorily-based shall not be subject to either a final accounting or reconciliation under this provision (e.g. statutorily set study fees for the ISRDG), but may be reconciled at any time only if the costs exceed the statutory fee, and the Company seeks to collect actual costs in accordance with the applicable statute. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement for the System Modifications and in the Impact and/or Detailed Study Agreements (as applicable) for the studies performed by the Company exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under the applicable agreements, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) days of the provision of such final accounting report.

COMM 7-2

Request:

Referring to Comm 6-24, and Exhibits F and H (Impact Study or ISRDG Agreement and ISA), the Company states that workorders have contributed to the Company not meeting the 90-day deadline for final accounting. The Company also states that it is difficult to identify how many times since 2011 that the closing of work orders was the sole factor for not meeting the deadline. Would it make sense to attempt to identify the degree to which the closing of work orders is a factor in causing delays in the final accounting, whether a contributing or sole factor? If this issue is a major factor in causing delays, would a longer deadline (i.e. 120 days), similar to what was proposed in Massachusetts, avoid future disputes/litigation?

Response:

It is the Company's opinion that it would be administratively difficult and time-consuming to retrospectively determine, for each applicable closed project, the degree in which the closing of work orders was a factor in causing delays in the final accounting. This data is not tracked or readily available. As described in the Company's response to data request COMM 6-24, there is a gap between the date of the commencement of the final accounting period (i.e., completion of system modifications) and the date upon which the Company can commence reconciliations (i.e., when all work and services have been performed and work orders closed). This "gap" reduces the actual amount of time the Company has to perform a final accounting (e.g., if work orders are closed 20 days after system modifications are complete, then, in essence, the Company only has 70 days to perform the reconciliation as opposed to the full 90 day final accounting period under the tariff). As such, whenever the Company does not complete the final accounting within the current tariff's final accounting time-frame, the closing of work orders could, in every instance, be considered a factor in not meeting deadlines (the extent and the degree will vary for each project). With this in mind, the Company believes that obtaining data to determine the degree to which the closing of work orders is a factor in causing delays in the final accounting would be of little benefit in informing a determination as to whether the Company's proposed solution (i.e., revising the final accounting commencement date to the closing of work orders instead of the completion of system modifications) is appropriate. The Company does agree that a longer deadline, such as 120 business days from the closing of work orders,[1] for completing the final

[1] The Company maintains that the closing of the work orders is still the appropriate trigger for the commencement of the reconciliation period in order to avoid the issue and impact of "lost processing time" as discussed above and in the Company's response to data request COMM 6-24. For transparency, however, the Company does wish to note that the Massachusetts revisions that were proposed (i.e., 120 business days) for the reconciliation period does not

accounting, is appropriate given the complexities detailed in the response to COMM 6-24,[2] and that a longer deadline would lessen the potential for future disputes/litigation with respect to the Company's timely completion of such reconciliations.

commence from the closing of work orders. This was an oversight on the Company's part and, unfortunately, was never raised as an issue with the Massachusetts stakeholders or the Massachusetts Department of Public Utilities.

[2] It is also appropriate given the Company's agreement in Rhode Island to automatically reconcile projects (as opposed to reconcile projects at the customer's request), which will increase the number of reconciliations the Company is required to perform.

COMM 7-3

Request:

Referring to Comm 6-26, explain why the Company included the routine scoping meeting in the tariff (Section 3.4, Sheet 16) but did not include any reference to the accepted projects conference. If both meetings are part of the standard interconnection process, for clarity, shouldn't they be both be included in Section 3.4, which describes the standard interconnection process?

Response:

The reference to holding a routine scoping meeting has been in the tariff for some time and no changes have been proposed in this section. The Company did not intend to include an "accepted bidders conference" in the interconnection Tariff. In its November 12, 2014 Memorandum and Summary of Interim Orders, the PUC noted that National Grid will conduct an "accepted projects conference" following each distributed generation enrollment and before the submission of impact study applications. The Company responded to this recommendation in a letter dated May 14, 2014, noting that when it sent an executed distributed generation standard contract to the interconnecting customer, in its transmittal email, the Company would include a sentence that it will conduct a conference for all interconnecting customers for that enrollment. The Company will include information regarding such conferences on its website as part of the questions and answers involving the Renewable Energy Growth Program.

COMM 7-4

Request:

Referring to Comm 6-2, did the Company propose the tariff revisions which are currently pending in the MA DPU? If yes, why did the Company propose tariff revisions that "complicate rather than improve" the interconnection process?

Response:

Yes, the Company did propose some tariff revisions in Rhode Island, which are the same, or substantially similar, to those revisions currently pending approval at the Massachusetts Department of Public Utilities (Department), such as the final accounting provisions in the Impact and Detail Study Agreements. The Company's statement in its response to data request COMM 6-2 regarding Massachusetts revisions that "complicate rather than improve" the interconnection process was intended to explain, in part, why the Company did not propose to include all of the Massachusetts tariff revisions in its proposed Rhode Island tariff revisions (the Company gave the example of the new Massachusetts group study process). Each of the revisions proposed in Massachusetts was negotiated through a Department-initiated Distributed Generation Working Group over a period of approximately 17 months, some of which the Company would not have proposed on its own, absent the negotiation. It is the Company's opinion that the proposed Rhode Island tariff revisions clarify and/or improve the interconnection process; no revisions were included that the Company would classify, at this time, as complicating rather than improving the interconnection process.

Prepared by or under the supervision of: Timothy R. Roughan

COMM 7-5

Request:

Referring to Comm 6-7 and Section 3.2 (Pre-application Reports, Sheet 13), if the Company does not require a customer to submit an interconnection application after receiving a Pre-Application Report, shouldn't the last sentence of the second paragraph read, "The Pre-Application Report produced by the Company is non-binding, and the Interconnecting Customer *may* still successfully apply to interconnect to the Company's EPS?" (Emphasis added)

Response:

The Company's proposed language was intended to make clear to the customer that the Pre-Application Report is a non-binding document that is only intended to help inform the customer's decisions in advance of applying for interconnection.[1] The Pre-Application Report does not identify the requirements for interconnection, nor is it a guarantee that such interconnection is feasible. To make these determinations, if the customer wishes to proceed with the interconnection, the customer must successfully apply to interconnect to the Company's EPS in the manner specified in the interconnection tariff.

The Company is concerned that the PUC's proposed language above may create confusion as to the nature and extent of the Pre-Application Report. However, the Company believes the language proposed below would address the PUC's concern that the current language could be misinterpreted as requiring the customer to apply for interconnection after receiving a Pre-Application Report.

"Following the submission for either a mandatory or optional Pre-Application Report, the Company shall provide the Report within 10 Business Days. The Pre-Application Report produced by the Company is non-binding, and, if the Interconnecting Customer wishes to proceed, the Interconnecting Customer must still successfully apply to interconnect to the Company's EPS."

[1] See also the Company's response to data request COMM 7-12.

Prepared by or under the supervision of: Timothy R. Roughan

COMM 7-6

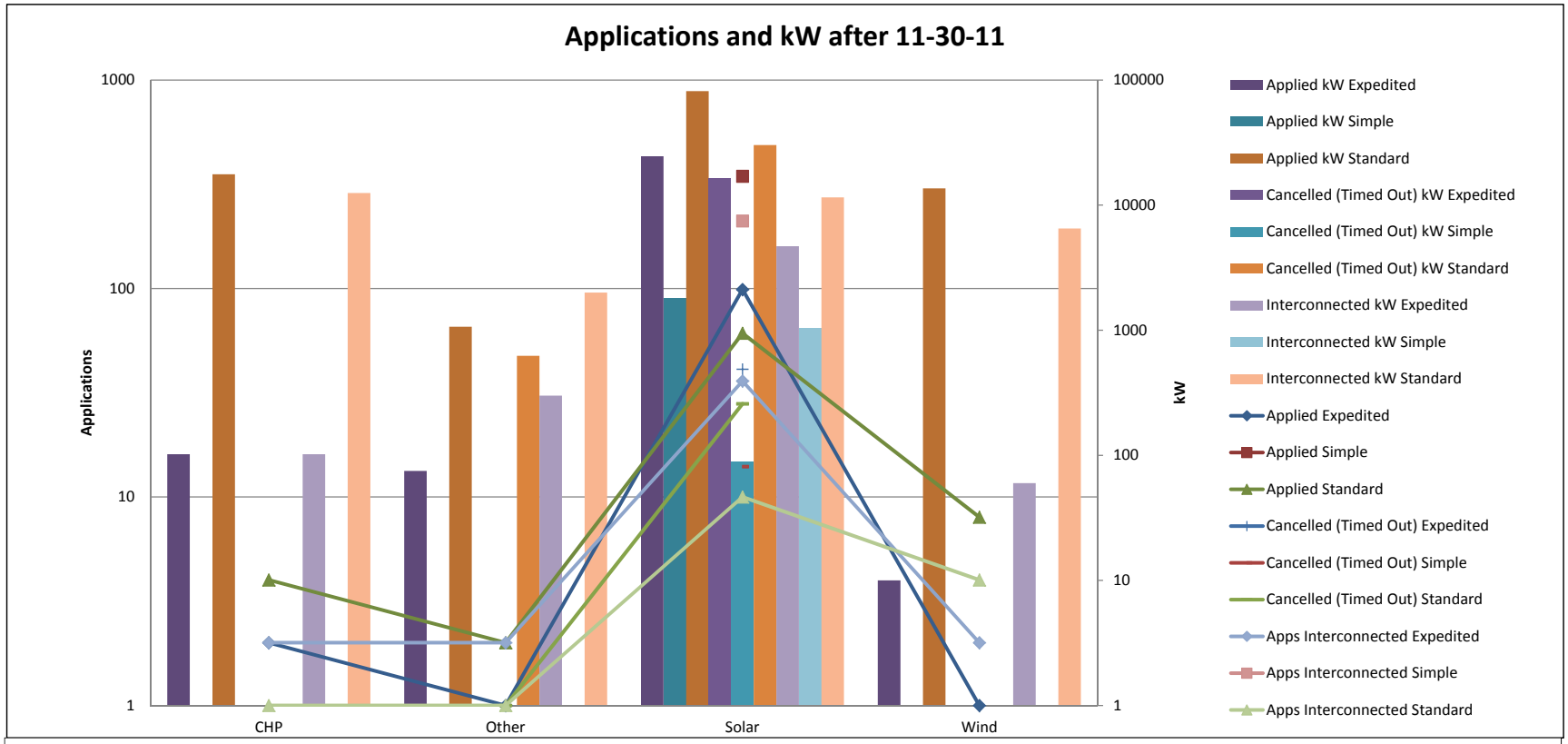
Request:

Referring to Comm 6-15. Combine the two charts provided in Comm 6-15 into one chart, as requested, and include all of the information originally requested in Comm 6-15. To be clear, the following information should appear in one, single chart:

a) Since 2011, total number of projects, segregated by type and size, that have applied for interconnection since 2011
b) Since 2011, total number of projects, segregated by type and size, that applied for interconnection but did not receive interconnection approval.
c) Since 2011, the specific reasons why projects did not receive interconnection approval. For projects that were canceled, include in the chart the specific reasons why any project was cancelled and specify whether the cancellation occurred before or after receiving interconnection approval.
d) Since 2011, total number of projects, segregated by type and size, that were subject to FERC approval.

Response:

Please see Attachment COMM 7-6.



- Left axis represents number of applications
- Right axis represents capacity of the applications in kW
- Categories on the bottom represent the different fuel types. The other category includes hydro, diesel, and anaerobic digestion.
- The legend on the right represents each data category in the 6-15 request.
  - Applied category includes applications received after 11/30/11
  - Cancelled includes applications that were received after 11/30/11 that timed out of the process
  - Interconnected includes applications that received interconnection approval after 11/30/11 regardless of the date they were received.

Category	App Type	CHP	Other	Solar	Wind
Applied	Expedited	2	1	99	1
	Simple	0	0	346	0
	Standard	4	2	61	8
Applied kW	Expedited	102	75	24567.78	10
	Simple	0	0	1812.8	0
	Standard	17633	1065	81630.8	13600
Cancelled (Timed Out)	Expedited	0	0	41	0
	Simple	0	0	14	0
	Standard	0	1	28	0
Cancelled (Timed Out) kW	Expedited	0	0	16333	0
	Simple	0	0	89.71	0
	Standard	0	625	30242.2	0
Apps Interconnected	Expedited	2	2	36	2
	Simple	0	0	211	0
	Standard	1	1	10	4
Interconnected kW	Expedited	102	300	4695.2	60
	Simple			1046.14	
	Standard	12500	2000	11532	6500

COMM 7-7

Request:

Referring to Comm. 6-17, the revisions proposed in Section 9.2 do not allow for future arbitrations to occur either within the Commission or through a third-party arbitrator/mediators. The revisions proposed by Cynthia Wilson pre-date the Commission arbitration by approximately one year and do not contemplate arbitrations performed by Commission staff. Please confirm whether or not the Company intends to propose revisions that would allow for future arbitrations to occur either within the Commission or through a third party arbitrator.

Response:

The Company believes that Section 9.2(b) of the DG Tariff allows future arbitration to occur either within the Commission or through a third-party arbitrator. The following sentence in Section 9.2(b) allows parties to proceed with arbitration through either Commission staff or a formal arbitration through a third-party:

> Within 17 business days of the submission of a petition to convene the Dispute Resolution Process, the Parties will meet with Commission staff at a date and time set by the Commission staff. During that meeting, the Commission staff may assist the parties in attempting to resolve the outstanding differences, or shall provide two options to the parties: (1) to engage with the Commission staff to attempt to resolve the dispute or make recommendations to the Commission or (2) to proceed with formal mediation/arbitration as set forth in 9.2.c-l (underlining added).

The following two sentences in Section 9.2(b) allow a party that may have agreed initially to an arbitration with Commission staff to request to move the arbitration to a third-party arbitrator prior to the final meeting with Commission staff:

> In the event the parties choose to engage the assistance of the Commission staff, the Commission staff will set a reasonable schedule for the submission of any discovery issued by the Commission staff and for a subsequent meeting with the parties. The matter will proceed as directed by the Commission staff and any party may request to move to the formal third-party mediation/arbitration set forth in 9.2.c-l prior to the final meeting conducted by the Commission staff (underlining added).

Prepared by or under the supervision of: Timothy R. Roughan

COMM 7-8

Request:

Referring to Comm 6-18, what is the difference in compensation that a customer would receive under the net metering tariff versus the renewable energy growth tariff.

Response:

The compensation structure under net metering and the Renewable Energy Growth Program (RE Growth Program) are inherently different. For a RE Growth Program participant who elects to receive compensation through the combination of a bill credit and cash payment, both net metering and the RE Growth Program essentially provide the same value for the on-site use of the site's generation. However, each program compensates excess generation differently. The programs are also different in that RE Growth Program customers will sell renewable energy certificates (RECs), capacity, and, from non-residential customers, energy, while Net Metering customers retain ownership of their RECs, which they can then sell or retire separately. Residential customers under RE Growth will retain use of energy on-site, and will receive a bill credit as an adjustment for that non-sale, as provided in the RE Growth enabling statute.

A customer who is net metering and receiving Renewable Net Metering Credits, pursuant to the Net Metering Provision, RIPUC No. 2099, receives a per kWh credit for every kWh generated in excess of the customer's on-site usage that is equal to the sum of:

(i) Standard offer Service kilowatt-hour charge for the rate class applicable to the net metering customer;
(ii) Distribution kilowatt-hour charge;
(iii) Transmission kilowatt-hour charge; and
(iv) Transition kilowatt-hour charge.

A customer who participates in the Renewable Energy Growth Program (RE Growth Program) will receive a per-kWh Performance Based Incentive (PBI) based upon the type and size of the renewable resource installed at the customer's service location. A customer who has on-site usage may choose to receive the PBI payment in the form of a combination of a bill credit and a cash payment. The bill credit is based upon the customer's on-site usage for the billing period, multiplied by the delivery and commodity kWh charges applicable to the customer's rate class. The residual cash payment is the total PBI, calculated as the total kWh generated multiplied by the per-kWh PBI less the bill credit.

Prepared by or under the supervision of: Jeanne A. Lloyd

COMM 7-8, page 2

For example, a customer in Rate Class C-06, who uses 1,000 kWh during a billing month and installs a 15 kW solar unit that generates 1,500 kWh during the same period would be compensated in the following manner under the Net Metering Provision:

Customer Generation	1,500 kWh
Customer's On-site Use	1,000 kWh
Excess Generation	500 kWh

Renewable Net Metering Credit = 500 kWh x $0.17051 (Rate C-06 kWh charges)[1] = $85.08

The customer will be billed for the customer charge and any other fixed charges, and the final credit appearing on the customer's bill will be reduced by the amount of the fixed charges. In this example, the customer will be billed $10.73 (the Rate C-06 customer charge plus the Gross Earnings Tax on the customer charge), which will reduce the net credit appearing on the customer's monthly bill to $74.35 (the net metering credit of $85.08 less $10.73 of fixed charges).

The same customer who participates in the RE Growth Program will be compensated as follows:

Total PBI Payment = 1,500 x $0.29800[2] per kWh =	$447.00
Bill Credit = 1,000 x $0.18351[3] per kWh =	$183.51
Residual (Cash) Payment = $447.00 - $183.51 =	$263.49

Each RE Growth Program participant who chooses to be compensated through a combination of a bill credit and a cash payment will have two electric service meters installed at the customer's service location. One meter will measure the kWh generated by the renewable resource and the other meter will measure the customer's on-site usage. The customer will be billed all applicable delivery and commodity charges for on-site usage. The bill credit, as calculated above, will reduce the customer's bill for on-site usage. In this example, the customer will be billed as follows:

[1] Based upon Rate C-06 delivery service and Standard Offer Service rates effective May 1, 2015.
[2] Per the Renewable Energy Growth Program for Non-residential Customers, RIPUC No. 2152, PBI for Small Scale Solar II for the April 1, 2015 through March 31, 2016 program year.
[3] Includes all per kWh delivery service and Standard Offer Service charges.

COMM 7-8, page 3

Customer/fixed charges:	$10.73
Delivery Service charges: $0.06489 per kWh x 1,000 =	$64.89
Commodity (Standard Offer Service) charges: $0.11862 per kWh x 1,000 =	$118.62
Total Monthly Bill	$194.24
Bill Credit	$183.51
Net Bill	$10.73

The residual cash payment of $263.49, as calculated above, will be remitted to the designated payment recipient, who may be the customer of record or a third-party recipient.

For simplicity, the calculations above do not include applicable taxes or other miscellaneous charges that may be applied during the billing period.

To summarize, for this particular example, the net compensation applicable to the net metering customer for the billing month is $74.35. The net compensation for the RE Growth Program participant is $252.76 (the compensation value of excess generation of $263.49 less fixed charges associated with the bill for on-site service of $10.73).

COMM 7-9

Request:

Referring to Comm 6-23, does the term Authority to Interconnect refer to a standardized written form or document? If so, provide an exact copy of an Authority to Interconnect.

Response:

The Authorization to Interconnect is typically sent by e-mail from the project manager to the Interconnecting Customer. Each e-mail contains information specific to the customer and the customer's facility; however, the language contained in the e-mail authorizing the interconnection is relatively standard. The Company has included this "standard" language authorizing the interconnection below:

"Authorization to Interconnect"

Greetings,

National Grid has received all required documentation regarding your [X] kW (AC) [Generator Type] system located at [Address]. Your system is now authorized to interconnect to and operate in parallel with the National Grid electric power system.

Authority to Interconnect

This authorization is based upon the Facility, as described in the fully executed Interconnection Service Agreement dated [date] and all related documentation. Please note that your obligation to report any proposed changes to the Facility (e.g., Facility ownership, type of technology, Facility equipment, etc.) is governed by all applicable tariffs and the rules and regulations of the Rhode Island Public Utilities Commission, including but not limited to the Company's Interconnection Tariff, R.I.P.U.C. 2078.

Changes to System Ownership

Please submit any changes to system ownership to: Distributed.Generation@nationalgrid.com

Any changes to ownership information should be reported immediately to ensure that our records are up-to-date, that net metering credits are allocated appropriately, and legal and emergency

notifications are issued correctly. Changes to ownership that need to be reported include, but are not limited to:

- A sale of the generating system to a third party owner
- A sale of the property at which the generating system is located (e.g. a new homeowner is moving into a house that hosts a net metered system)
- A change in the responsible party for the billing account (e.g. business mergers where the name of the business changes).

Net Metered Billing

Please refer to National Grid's First Bill Walk Through for information about what to expect on your first bill with net metering credits:

If you experience any billing issues, please contact National Grid:
- E-Mail: commercial.accounts@nationalgrid.com
- Customer Service: (800) 322-3223

Net metering credits may not be applied to the host account (where the net meter is located) until the following billing cycle. If your system is transferring net metering credits to other accounts, the non-host account(s) may need to wait for an additional billing cycle (beyond the delay for the host account) before the net metering credits are applied to the non-host account(s)."

COMM 7-10

Request:

Is there a distinction between an Authority to Interconnect and an Interconnection Service Agreement, or are they one in the same? If they are separate and distinct documents, what typically comes first in the interconnection process, the execution of an ISA or the granting of Authority to Interconnect?

Response:

Yes, there is a distinction between an Authority to Interconnect and an Interconnection Service Agreement (ISA). The ISA is the standard agreement (included as Exhibit H to the interconnection tariff) between the Company and the Interconnecting Customer that sets forth the terms and conditions that must be met for the installation and parallel operation of the Interconnecting Customer's facility with the Company's electric power system (EPS). The ISA is executed after the Company has completed the relevant studies that determine the impact of the Interconnecting Customer's facility on the Company's EPS. If modifications to the Company's EPS are required to interconnect the Interconnecting Customer's facility with the Company's EPS, the ISA includes a payment and construction schedule for such required system modifications.

The ISA always comes before the Authority to Interconnect.[1] The Authority to Interconnect is written notification[2] provided by the Company to the Interconnecting Customer authorizing the Interconnecting Customer to operate its facility in parallel with the Company EPS subject to the terms and conditions of the interconnection tariff and the ISA. Authorization to interconnect is provided after (i) the completion of the modifications to the Company's EPS as specified in the ISA; (ii) the required meter is installed; and (iii) the Interconnecting Customer has met all the terms of the interconnection tariff.[3] The Interconnecting Customer does not have the right to

[1] With the exception that ISAs are not required for facilities that are interconnected through the Simplified Process.
[2] See Company's response to data request COMM 7-9.
[3] To this end, the Company requires that the Interconnecting Customer provide documentation necessary to determine that the Interconnecting Customer is in compliance with requirements of the interconnection tariff (including the applications, exhibits and agreements attached thereto), which documentation includes, without limitation, as applicable: final as-built one-line diagrams, photos, witness test results, local wiring inspection approval, completed Certificate of Completion, certified relay test results, printout of inverter settings, insurance certificates, P-rate agreement, Exhibit H (retail customer agreement), easements for system modifications, and whether the Facility is net metering or participating in the Renewable Energy Growth Program, the Renewable Energy Growth Program for Residential Customers tariff, RIPUC No. 2151, the Renewable Energy Growth Program for Non-Residential Customers tariff, RIPUC No. 2152, as well as the Solicitation and Enrollment Process Rules for

operate its Facility in parallel with the Company's EPS until it has received written notice of Authority to Interconnect from the Company.

Small-Scale Solar Projects and Solicitation and Enrollment Process Rules for Solar (Greater than 25kW), Wind, Hydro and Anaerobic Digester Projects.

Prepared by or under the supervision of: Timothy R. Roughan

COMM 7-11

Request:

Referring to Comm 6-24, is there a bill, invoice or charge associated with the Company's granting of an Authority to Interconnect? If not, why does the Company include the granting of Authority to Interconnect in the discussion of tasks to be completed in the closing of work orders?

Response:

No, there is no bill, invoice, or charge that is associated specifically with the Company's granting of an Authority to Interconnect. The Company included the Authority to Interconnect in the discussion of tasks to be completed because the Authority to Interconnect is the last step in the interconnection process, which means that it typically represents the point in time when all work and services have been completed. The reference to the Authority to Interconnect in the Company's response to data request COMM 6-24 is that it comes after the construction and installation of System Modifications. The timing of the Authorization to Interconnect highlights the Company's point that the closing of work orders, which occurs after the completion of all work and services, occurs after the construction and installation of system modifications, creating a gap of "lost processing time" from when the final accounting period commences under Section 5.2 of the interconnection tariff and when the Company can actually commence reconciliations.

COMM 7-12

Request:

Is there any expectation that the Pre-Application report will assist the customer in meeting the various milestones and deadlines in the interconnection process? If so, how?

Response:

No, there is no expectation that the Pre-application Report will assist the customer in meeting the various milestones and deadlines in the interconnection process. The Pre-application Report provides the customer with Electric Power System (EPS) information that is readily available regarding their proposed DG Facility. Based on the location of the proposed facility, the Pre-application Report will provide the customer with the National Grid circuit(s) designation, voltage rating, phase configuration (single- or three-phase), the amount of DG that has been interconnected on the circuit(s), the amount of DG pending interconnection on the circuit(s), identification of feeders within ¼ mile of the proposed facility, and other obvious system constraints or critical items that may impact the proposed facility.[1] This information may be helpful to a customer in determining whether to proceed with an Interconnection Service Application for the facility (e.g., the customer may make determinations about system modification costs involved to interconnect its facility based on distance from a single or three-phase circuit or based on the amount of DG interconnected and pending interconnection for a particular circuit).

[1] The Pre-application Report provides information at a point in time, and system conditions can and do change frequently.