

State of Rhode Island Public Utilities Commission

**In re. Petition of Wind Energy Development, LLC
and ACP Land, LLC Relating to Interconnection**

Docket No. 4483

Supplemental Pre-Filed Testimony of

Mark DePasquale

September 14, 2015

I. Introduction and Qualifications

1 **Q. Do you wish to make any changes to your prefiled testimony issued on May 7,**
2 **2015 in this docket?**

3 A. Yes, a lot of time has passed since then and we have reconsidered the specifics of our
4 positions. WED proposes the following tariff language regarding the cost of
5 interconnection:

6 The electric distribution company may only charge an interconnecting
7 renewable energy customer for any system modifications to its electric power
8 system specifically necessary for and directly related to its interconnection.
9 Any system modifications benefiting other customers shall be included in
10 rates as determined by the public utilities commission.

11
12 If the public utilities commission determines that a specific system
13 modification benefiting other customers has been accelerated due to an
14 interconnection request, it may order the interconnecting customer to fund the
15 modification subject to repayment of the depreciated value of the modification
16 as of the time the modification would have been necessary as determined by
17 the public utilities commission.

18
19 If an interconnecting renewable energy customer is required to pay for system
20 modifications and a subsequent renewable energy or commercial customer
21 relies on those modifications to connect to the distribution system within ten
22 (10) years of the earlier interconnecting renewable energy customer's
23 payment, the subsequent customer will make a prorated contribution toward
24 the cost of the system modifications which will be credited to the earlier
25 interconnecting renewable energy customer as determined by the public
26 utilities commission.
27

28 WED proposes the following tariff language on the time to interconnect:

29 All interconnection work must be performed no longer than two hundred
30 seventy (270) calendar days from completion of the renewable energy
31 customer's interconnection impact study pursuant to § 39-26.3-3, if required,
32 or else no more than three hundred sixty (360) calendar days from the
33 customer's initial application for interconnection. These deadlines cannot be
34 extended due to customer delays in providing required information, all of

1 which must be requested and obtained before completion of the impact study.
2 The electric distribution company will be liable to the interconnecting
3 customer for all actual and consequential damages resulting from the
4 noncompliant interconnection delay including, but not limited to, the full
5 value of any lost energy production, and any reasonable legal fees and costs
6 associated with the recovery of those damages. These penalties and damages
7 shall be borne by the electric distribution company's shareholders, not by the
8 electric distribution company's ratepayers.
9

10 WED proposes the following tariff language with regard to compliance with ISO
11 requirements:

12 The electric distribution company shall not require interconnecting customers
13 that do not propose to and will not make direct sales to the wholesale market,
14 including, but not limited to, those enrolled under chapters 26.2, 26.4, and
15 26.6 of title 39, to comply with regulatory requirements applicable to
16 wholesale customers or sales, as defined according to 16 U.S.C. § 824. If the
17 electric distribution company sells any electricity generated by such
18 interconnecting customers in the wholesale markets, the electric distribution
19 company will be the designated market participant and designated entity for
20 such sales, complying with all applicable, regulatory requirements without
21 any delay to the interconnection schedule set in subsection (d) of this section.
22 The interconnecting customer shall assist the electric distribution company by
23 providing information and access for such compliance if/as necessary and
24 appropriate.
25

26 **Q. Explain what has happened with regard to the interconnection of the**
27 **Portsmouth wind turbine.**

28 A. The Town accepted our proposal to remove the existing turbine and replace it at the
29 same location with a new turbine of the same size. The new turbine will be net metered
30 to Portsmouth (as the original one was) at their market cost of electricity. This is a very
31 generous offer by WED as it is basically premised on paying off the debt on the existing
32 turbine (over \$2 million , a significant portion of which is the State funding) and the cost

1 of removing it and constructing a new turbine from the revenue generated from the one,
2 new turbine. WED made this offer in the interest of getting the Town of Portsmouth out
3 of the bad situation it is in with the first turbine technology it selected because the Town
4 exercised significant leadership in resolving to develop a wind turbine and does not
5 deserve to suffer the consequences of selecting such an inadequately proven turbine
6 technology and because that situation looks bad for the industry WED plans to service.
7 The new turbine will be the same as those under construction in Coventry, a direct drive
8 (not gearbox) turbine made by Vensys of Germany. When National Grid did its original
9 impact study for the first turbine, it found that the turbine would have no significant
10 impact (see WED/ACP Exhibit 3). However, National Grid refuses to allow the
11 interconnection of the new turbine without more studies and system improvements (see
12 WED/ACP Exhibit 4) that will take time and will cost the project enough to make it
13 financially infeasible. National Grid understands the new Vensys technology well based
14 on all the studies conducted in Coventry and knows very well that this technology is
15 designed to have significantly less impact on the distribution system than the technology
16 originally developed in Portsmouth.

17 **Q. Has your team corresponded with National Grid regarding this situation?**

18 A. Yes. On May 27, 2015, Seth Handy, our counsel, wrote National Grid's counsel a
19 letter including the following excerpt:

20 There is clearly no justification for the imposition of this added burden on
21 a project that is critically important to the Town of Portsmouth and the State of
22 Rhode Island, and we intend to overcome the Company's position on this.

1 The replacement of one wind turbine with another turbine technology that
2 is the same size, and that has integrated technological improvements that
3 significantly mitigate any potential impacts on the distribution system relative to
4 the existing technology, cannot properly be characterized as a material
5 modification under section 7.1(e) of the tariff or a change that requires upgrades
6 to the Company's protective equipment under section 4.2.6 of the tariff. The
7 Company is overstepping its administrative discretion on this matter with major
8 ramifications for the project, the Town of Portsmouth, the State of Rhode Island
9 (which has debt that would be paid off by this proposed project) and our new,
10 energy economy.

11 **Q. Was there any response from National Grid?**

12 A. No.

13 **Q. Do you have proposed tariff language to address this situation?**

14 A. Yes, WED proposes the following language to address this scenario:

15 The interconnection of any new renewable energy resource that replaces the same
16 existing renewable energy resource of the same or less nameplate capacity shall
17 not be considered a material modification requiring interconnection study or
18 approval other than a review to determine consistency with this section and to
19 establish any costs specifically necessary to interconnect the replacement
20 renewable energy resource, which shall not include any system modifications or
21 system improvements. This review shall take no longer than sixty (60) days
22 subject to the penalties provided in subsection (d) of this section.

23 **Q. Does this conclude your testimony?**

24 Yes, thank you.

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