

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PUBLIC UTILITIES COMMISSION**

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IN RE: THE NARRAGANSETT ELECTRIC )  
COMPANY D/B/A NATIONAL GRID TARIFF )  
ADVICE FILING FOR RENEWABLE ENERGY )  
GROWTH PROGRAM AND SOLICITATION )  
AND ENROLLMENT PROCESS RULES )

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Docket No. 4536

**OBJECTION**  
**BY**  
**WIND ENERGY DEVELOPMENT, LLC**

By its attorneys, Green Development, LLC dba Wind Energy Development, LLC (WED), hereby objects to the proposed tariff filed in the above-captioned proceeding. WED commented on the draft during the stakeholder process but the following substantive comments were not addressed by the filed draft.

- 1) A customer enrolled under any of these tariffs should be able to terminate and get damages if National Grid breaches the tariff or any law or upon consent of either National Grid or the Commission (see e.g., Residential Tariff §§1,9; Commercial Tariff §11).
- 2) The provisions holding customers ineligible for enrollment under the tariff if they have outstanding account balances with National Grid should be deleted. There is no relationship between this program and any such outstanding accounts that may be (and often are) disputed for very good reason (see e.g., Residential tariff §5(a); Commercial Tariff §9(a); Enrollment Rules §1.2.2.2).
- 3) The formula used to calculate the net metering credit in the Tariff does not appear to be consistent with page 33 of National Grid’s presentation to stakeholders and therefore is either inaccurate or unclear (see e.g., Residential tariff §5(c), Commercial Tariff §9(c)).
- 4) The output certification deadline and all deadlines should be subject to and extended by delays caused by National Grid (eg, interconnection delays) (see eg, Commercial Tariff at §4e; Enrollment Rules §2.3.2).

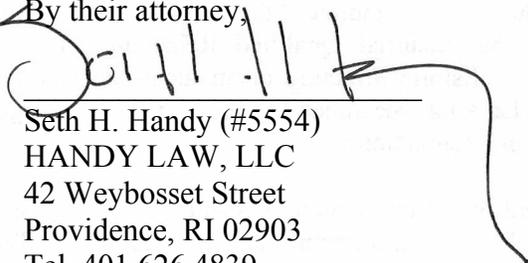
- 5) If National Grid wants to establish project eligibility for renewable energy credits in other states (not Rhode Island), they should reimburse the customer for the reasonable cost of that application process (see eg, Commercial Tariff §7A; Enrollment Rules §2.4.3).
- 6) The zonal incentive provision should be addressed here rather than left to National Grid's future discretion (see eg, Commercial Tariff §9(b)).
- 7) Where is delivery of energy measured and who is responsible for any line loss? (see eg, Commercial Tariff §9).
- 8) The last sentence of the second paragraph of §2.1.1 of the proposed Enrollment Application should be deleted. This is not the interconnection tariff.
- 9) What happens if payments due to the customer are late or not forthcoming as per §5.2 of existing Distributed Generation Standard Contract?

WHEREFORE, WED respectfully requests that the PUC Order appropriate amendments to the proposed tariff.

Respectfully submitted,

WIND ENERGY DEVELOPMENT, LLC

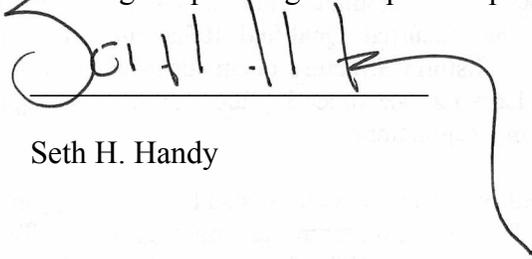
By their attorney,



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CERTIFICATE OF SERVICE

I hereby certify that on December 2, 2014, I sent a true copy of the document by electronic mail to the PUC and the service list and filed the original pleading and 9 photocopies with the PUC.

A handwritten signature in black ink, appearing to read "Seth H. Handy", is written over a horizontal line. The signature is stylized and includes a long, sweeping flourish that extends to the right and then curves downwards.

Seth H. Handy