

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

IN RE: PETITION OF WED COVENTRY ONE, )  
LLC, WED COVENTRY TWO, LLC, WED )  
COVENTRY THREE, LLC, WED COVENTRY ) Docket No. 4547  
FOUR, LLC, WED COVENTRY FIVE, LLC, and )  
WED COVENTRY SIX, LLC )

**AGREED STATEMENT OF FACTS**

Petitioners WED Coventry One, LLC, WED Coventry Two, LLC, WED Coventry Three, LLC, WED Coventry Four, LLC, WED Coventry Five, LLC, and WED Coventry Six, LLC (collectively, WED) and Respondent National Grid<sup>1</sup> hereby stipulate and agree to the following facts:

**I. OVERVIEW OF PROPOSED WED PROJECTS**

1. WED intends to construct and interconnect 10 separate 1.5MW turbines in the area. The full scope of the project now includes six separate points of interconnection for the ten turbines:

<b>ENTITY</b>	<b>TURBINES</b>
WED Coventry One, LLC	COV-1 – 1.5MW
WED Coventry Two, LLC	COV-2 – 1.5MW COV-2A – 1.5 MW COV-2B – 1.5 MW
WED Coventry Three, LLC	COV-3 – 1.5 MW
WED Coventry Four, LLC	COV-4 – 1.5 MW
WED Coventry Five, LLC	COV-5 – 1.5 MW
WED Coventry Six, LLC	COV-6 – 1.5 MW COV-6A – 1.5 MW COV-6B – 1.5 MW

<sup>1</sup> The Narragansett Electric Company d/b/a National Grid (National Grid or the Company).

2. WED Coventry One, LLC intends to construct its 1.5 megawatt (MW) wind turbine at 210 Piggy Lane – RI Plat 310, Lot 9 in Coventry, Rhode Island (“COV 1”).
3. WED Coventry Two, LLC intends to construct its three 1.5MW turbines on separate property off of Piggy Lane in Coventry (COV2, 2A and 2B).
4. WED Coventry Three, LLC intends to construct its 1.5MW wind turbine on property located at 5555 Flat River Road in Coventry (COV3).
5. WED Coventry Four, LLC intends to construct its 1.5MW turbine on property located at 000 Flat River Road in Coventry (COV4).
6. WED Coventry Five, LLC intends to construct its 1.5MW turbine on property located at Assessors Plat Map 304, Lot 2 in Coventry (COV5).
7. WED Coventry Six, LLC intends to construct its three 1.5MW turbines on property located at 00000 Victory Highway (Assessors Plot 303, Lot 003) (COV6), 00000 Perry Hill Road (Assessors Plat 310, Lot 018) (COV6A) and 2301 Victory Highway (Assessors Plat 304, Lot 003) (COV6B) all in Coventry.

## **II. ORIGINAL INTERCONNECTION APPLICATIONS FOR COV1 and COV2**

8. WED Coventry One, LLC originally applied to National Grid for interconnection of COV1 on January 8, 2013.
9. WED Coventry Two, LLC originally applied to National Grid for interconnection of COV2 on January 8, 2013.
10. National Grid completed a feasibility study for COV 1 on March 5, 2013, estimating an interconnection cost of \$270,502 to interconnect COV 1 to Defendant’s distribution system.

11. WED Coventry One, LLC competed for a Distributed Generation Standard Contract (DG Contract) for the sale of electricity, renewable energy credits (RECs) and capacity from COV1 pursuant to R.I. Gen. Laws §39-26.2-1, et seq (the Act).

12. The Rhode Island Public Utilities Commission (PUC) ordered National Grid to enter into a DG Contract with WED Coventry One, LLC for COV1. *See* PUC Docket 4277/4288, Order 21087.

13. On August 2, 2013, WED Coventry One, LLC and Respondent executed a DG Contract for COV1 (the Contract).

14. The Contract required Plaintiff to pay a non-refundable Performance Guarantee Deposit of \$46,905, as required by the Act.

15. The Contract required that COV1 must achieve an hourly generation rate that supported its Proposed Hourly Output level of 1,500 kWh (the Output Demonstration) within eighteen months of execution of the Contract, or else the Contract would be terminated and WED Coventry One, LLC would forfeit its Performance Guarantee Deposit to ratepayers, pursuant to the Act.

16. On March 11, 2013, WED Coventry One, LLC signed an impact study agreement for COV1 with National Grid. National Grid received the required Impact Study fee of \$10,000 from WED Coventry One, LLC on June 21, 2013.

17. On April 3, 2014, WED Coventry Two, LLC signed an Impact Study Agreement for COV2, which National Grid had provided to WED Coventry Two, LLC on September 23, 2013. WED Coventry Two, LLC paid the \$10,000 Impact Study fee to National Grid on April 8, 2014.

18. On July 3, 2013, after WED paid the impact study fee for COV1, National Grid representatives met with WED representatives at the site of COV1 and COV2. At that meeting, National Grid and WED collectively determined that National Grid would perform a single impact study for both COV1 and COV2, and would provide a single cost estimate from that impact study for both projects. National Grid informed WED at this time that WED would need to sign a separate impact study agreement and pay a separate impact study fee for COV2 for National Grid to perform this joint study.

19. Three weeks later, on July 22, 2013, National Grid told WED that it would need voltage flicker data to be able to conduct and complete the impact studies for COV1 and COV2.

20. On August 9, 2013, National Grid informed WED that the National Grid engineer assigned to the project was on vacation and that it would provide an impact study agreement for COV2 once the engineer returned. National Grid also informed WED that the impact study fee for COV2 would exceed \$10,000.

21. Subsequently, on September 23, 2013, National Grid provided the impact study agreement for COV2.

22. It was not until April 4, 2014 that WED provided a signed impact study agreement for COV2.

23. Only two weeks later, on April 17, 2014, National Grid sent WED a joint Impact Study for COV1 and COV 2.

24. National Grid had determined that it was feasible to interconnect COV 1 and COV2 to the 12.47kV distribution system at the Coventry 54 substation.

25. \$907,000 of the quoted interconnection cost of COV1 and COV2 was for “System Modifications to the Company EPS” including “Engineering, design, construction and testing for

revenue metering, feeder modifications, reclosers, disconnect switches, and remote stations modifications."

26. \$22,400 of the quoted interconnection cost was for "Interconnecting Customer Interconnection Facilities" including "engineering review and acceptance, and compliance verification of the ICIFs including all required drawings and equipment spec reviews, relay settings, and construction."

27. \$197,140 of the quoted interconnection cost was for taxes.

28. WED Coventry One, LLC and WED Coventry Two, LLC cannot operate COV1 and COV2 until the projects are interconnected.

29. WED was dissatisfied with this impact study, and representatives from National Grid and WED met to discuss WED's proposed wind energy projects on May 1, 2014.

30. National Grid offered to separate COV1 and COV2 and provide separate impact studies. WED, however, declined, and instead indicated its intention to pursue building as many as 9 turbines at once.

31. After receiving the combined Impact Study for COV1 and COV2, WED resolved to develop eight additional turbines in Coventry.

### **III. STUDY OF COV1-6**

32. Following the May 1, 2014 meeting, WED has been pursuing a plan to develop at least 7 turbines simultaneously.

33. By July 1, 2014, it became clear that WED intended to construct and interconnect 10 separate 1.5MW turbines in the area. The full scope of the project now includes six separate points of interconnection for the ten turbines.

34. WED Coventry One, LLC submitted a revised application for interconnection of COV1 on August 6, 2014.

35. WED Coventry Two, LLC submitted a revised application for interconnection of COV2 on August 6, 2014.

36. WED Coventry Two, LLC applied to National Grid for interconnection of COV2A and 2B on August 4, 2014, and then submitted a revised application on August 6, 2014.

37. WED Coventry Three, LLC applied to National Grid to interconnect COV3 on August 27, 2013, and then submitted a revised application on August 6, 2014.

38. WED Coventry Three, LLC applied for and received a DG Standard Contract for COV3, which includes an Output Demonstration deadline of June 17, 2016.

39. On December 11, 2014, WED Coventry Three, LLC paid the performance guaranty deposit to enroll COV3 in the distributed generation standard contract program.

40. WED Coventry Four, LLC applied to National Grid to interconnect COV4 on September 13, 2013, and then submitted a revised application on August 6, 2014.

41. WED Coventry Four, LLC applied for and received a DG Standard Contract for COV4, which includes an Output Demonstration deadline of June 17, 2016.

42. On December 11, 2014, WED Coventry Four, LLC paid the performance guaranty deposit to enroll COV4 in the distributed generation standard contract program.

43. WED Coventry Five, LLC applied to National Grid to interconnect COV5 on July 29, 2014.

44. WED Coventry Six, LLC applied to National Grid to interconnect COV6 on August 4, 2014.

45. Thereafter, on August 15, 2014, WED signed an Impact Study Agreement with National Grid for the combined study of COV1, COV2, COV2A, COV2B, COV3, COV4, COV5, COV6, COV6A and COV6B, and also signed a Letter of Understanding concerning the Combined Impact Study. National Grid received full payment of the \$50,000 Impact Study fee for this Combined Impact Study on August 29, 2014.

46. During the combined study kick-off meeting on September 11, 2014, National Grid requested certain data specific to the newly proposed turbines, including additional voltage flicker data that it needed to complete the impact study.

47. National Grid representatives met with WED representatives on at least three occasions between October 15, 2014 and November 14, 2014, and also held a separate phone call with WED's principal on December 8, 2014. During these meetings and this phone call, National Grid and WED had open dialogue about additional steps that needed to be taken on both sides to complete the impact study and facilitate the interconnection of the ten turbines.

48. On December 11, 2014, John Kennedy of National Grid, sent Petitioners an email saying:

Thank you again for the real time wind speed/generation information captured from the NK Green wind interconnection, it was critical to perform the long term dynamic modeling that was needed to accurately understand the impact of the proposed project to other customers fed from the electric distribution system in the area. The results showed significant voltage issues with all 15MW's of wind generation operating as currently proposed and showed that the wind generation cannot be fed from the existing electric distribution system in the area, without extensive mitigation in the form of significant conductor size upgrades or a brand new sub-transmission circuit brought to the wind turbine PCCs.

Based on today's review, our engineers are now working to complete the Impact Study by Tuesday, end of business so that we can review results with your team on Wednesday of next week if you are available. We are still running additional models to complete the study and I will provide for your review in advance of meeting as soon as I am able to. To further study the interconnection of the 15MWs and all 6 points of interconnection we would need to advance to a

Detailed Study as provided within the tariff and will review this option when we meet next week also. This additional study can incorporate any new generation data (at a fixed ramp rate) based on expected wind speed (from the NK Green data) if the manufacturer of the wind turbines is able to provide. This new data could potentially assist in mitigating the voltage concerns we are finding.

49. On December 18, 2014, National Grid issued its Combined Impact Study for the interconnection of all ten turbines in COV1-6 to National Grid's 12.47kV circuit.

50. The new impact study estimated a cost of \$5,166,918 to interconnect three turbines to Coventry substation 54 and \$7,592,626 to interconnect four turbines at Coventry substation 63, for a total of \$12,759,544.

51. WED was dissatisfied with the results of the combined impact study for the ten turbines. Since National Grid issued the ten-turbine impact study, National Grid and WED have been in regular contact – through phone calls and in-person meetings – discussing ways to facilitate the interconnection of all ten turbines at the least cost to WED. These meetings and discussion also have included representatives from the turbine manufacturer – Vensys.

52. WED has proposed to design, engineer and construct the interconnection of the ten proposed turbines at its own cost, including the installation of approximately twelve miles of conduit and the construction of a new substation that it would then give to National Grid.

53. Since then, National Grid has remained in contact with WED regarding the progress of the study, as well as about WED's communications with ISO-NE.<sup>2</sup> National Grid also has communicated with WED about ways in which WED can reduce the cost of System Modifications and is willing to work with WED in this regard, so long as any proposed cost-reduction measures (such as WED performing excavation work for an underground circuit) do not conflict with National Grid's legal obligations.

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<sup>2</sup> On February 4, 2015, National Grid informed WED that it had initiated the transmission planning study per WED's request.

54. On February 18, 2015, National Grid delivered to WED an impact study for the interconnection of all 10 WED turbines to National Grid's 23kV circuit via a sub-transmission cable on overhead lines. When National Grid delivered that study, it provided WED with the option to proceed to Interconnection Service Agreements, or wait for National Grid to complete a study for an underground interconnection.

55. WED has paid a total of \$85,000 in application and study fees for COV1-6. COV1 has paid \$2,500 in application and feasibility study fees and \$10,000 in Impact Study fees. COV2 has paid \$2,500 in application and feasibility study fees and \$20,000 in Impact Study fees. COV3 has paid \$2,500 in application and feasibility study fees and \$10,000 in Impact Study fees. COV4 has paid \$2,500 in application and feasibility study fees and \$10,000 in Impact Study fees. COV5 has paid \$2,500 in application and feasibility study fees and \$10,000 in Impact Study fees. COV6 has paid \$2,500 in application and feasibility study fees and \$10,000 in Impact Study fees.

56. WED has proposed to design, engineer and construct the interconnection of the ten proposed turbines at its own cost, including the installation of approximately twelve miles of conduit and the construction of a new substation that it would then give to National Grid.

Respectfully submitted,

**The Narragansett Electric Company d/b/a  
National Grid,**

By its Attorney,

/s/ Adam M. Ramos

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Dated: February 26, 2015

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above document was distributed to the Service List for

Docket 4547 via email on February 26, 2015.

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