

May 15, 2017

BY HAND DELIVERY AND ELECTRONIC MAIL

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

RE: Docket 4636 – National Grid’s Motion to Waive Certain Requirements in its Renewable Energy Growth Program Tariff

Dear Ms. Massaro:

On behalf of National Grid,¹ I have enclosed ten copies of the Company’s Motion to Waive Certain Requirements in its Renewable Energy Growth Program Tariff.

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

Very truly yours,



Raquel J. Webster

Enclosures

cc: Docket 4636 Service List
Jon Hagopian, Esq.
Steve Scialabba, Division

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

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

**IN RE: JOINT PETITION OF ISM SOLAR
DEVELOPMENT, LLC, AND THE PASCOAG
UTILITY DISTRICT**

Docket No. 4636

**NATIONAL GRID’S MOTION TO WAIVE CERTAIN REQUIREMENTS IN ITS
RENEWABLE ENERGY GROWTH PROGRAM TARIFF**

Pursuant to Rule 1.15(a) of the Rhode Island Public Utilities Commission’s (PUC) Rules of Practice and Procedure, National Grid¹ submits this motion to waive any service territory or load zone requirements applicable to its Renewable Energy (RE) Growth and Net Metering Programs, and any other programs administered by National Grid (Programs). As grounds for this motion, National Grid states as follows:

1. ISM Solar Development, LLC (ISM) is pursuing interconnection service for a solar system planned for installation adjacent to 600 Bronco Highway in Burrillville, Rhode Island (the Project). See Settlement Agreement attached as Attachment A for details regarding the Project.
2. National Grid currently covers the service for certain areas in Burrillville, Rhode Island.
3. ISM has worked collaboratively with National Grid and Pascoag Utility District (PUD) to clarify and resolve service territory issues related to the property on which the Project will be located.

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

4. National Grid and PUD have agreed to allow National Grid to service this property and the Project, which will receive a monthly bill from National Grid at the appropriate service rate.
5. PUD and National Grid have agreed to allow ISM to participate in National Grid's Programs available in National Grid's service territory and load zone, so long as National Grid is assured cost recovery for ISM's participation in these Programs. Therefore, for this specific Project, National Grid hereby requests a waiver of any service territory or load zone requirements applicable to its Programs.
6. National Grid's RE Growth Tariff for Non-residential customers defines a distributed generation (DG) project in part as "a distinct installation of an electrical generation facility that is located in the Company's *service territory*, is connected to the Company's electric distribution system, and has a nameplate capacity no greater than five megawatts (5 MW) using eligible renewable energy resources as defined in R.I. Gen. Laws § 39-26-5" RIPUC 2152-C, Section 2(n), Sheet 2 (emphasis added). R.I. Gen. Laws § 39-26.6-2 describes the purpose of the RE Growth Program as follows: "[A] tariff-based, renewable-energy distributed-generation financing program, hereinafter referred to as the renewable energy growth program, is hereby established with the intention of continuing the development of renewable-energy distributed generation *in the load zone of the electric distribution company* at reasonable cost." R.I. Gen. Laws 39-26.6-2 (emphasis added).²

² The Company's RE Growth Program Solicitation and Enrollment Process Rules for Solar (Greater than 25 kW), Wind, Hydro and Anaerobic Digester Projects (Large-Scale RE Growth Project Rules) provides in part that for a project to be eligible for enrollment in the RE Growth Program, it must "be located in The Narragansett Electric Company ISO-NE load zone." See Large-Scale RE Growth Project Rules at Section 1.1.2.3, p. 5.

7. The net metering statute similarly defines a "Net-metering customer" to mean "a customer of the electric-distribution company receiving and being billed for distribution service whose distribution account(s) are being net metered." R.I. Gen. Laws §39-26.4-2 (12). Electric distribution company is defined to include National Grid but not PUD. Id. at §39-26.4-2 (2).
8. PUD participates as a signatory to this waiver request to indicate its consent to this waiver for the Project.
9. Neither National Grid nor PUD intend for this specific waiver to act as precedent to be relied upon in the future by ISM or any project developers who develop projects on other properties, all of which will have to be considered on a case-specific basis. Moreover, this waiver does not constitute a guarantee that ISM's Project will be accepted for participation in National Grid's Programs.
10. National Grid has no objection to ISM's proposed Project so long as National Grid receives full recovery for any related costs in connection with ISM's participation in the Company's Programs.
11. National Grid has discussed its position with ISM and PUD.

WHEREFORE, National Grid respectfully requests the following:

1. That the PUC grant National Grid's waiver request, in the limited instance as described above;
2. That National Grid receive full recovery for any related costs in connection with ISM's participation in the Company's Programs; and
3. Any other relief the PUC deems reasonable and appropriate.

Respectfully submitted:

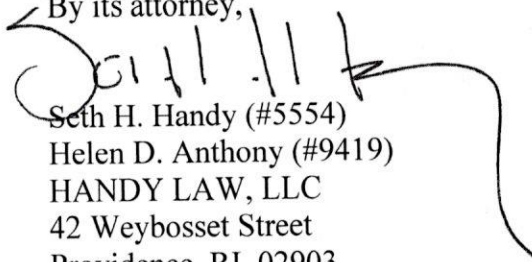
**THE NARRAGANSETT ELECTRIC
COMPANY, d/b/a NATIONAL GRID**
By its attorney,



Raquel J. Webster (#9064)
National Grid
40 Sylvan Road
Waltham, MA 02451
Phone: (781) 907-2121
raquel.webster@nationalgrid.com

ISM SOLAR DEVELOPMENT

By its attorney,



Seth H. Handy (#5554)
Helen D. Anthony (#9419)
HANDY LAW, LLC
42 Weybosset Street
Providence, RI 02903
Phone: (401) 626-4839
seth@handylawllc.com

PASCOAG UTILITY DISTRICT

By its attorney,



(#2185)

Name William L. Bernstein
Address 627 Putnam Pike, Greenville, RI 02828
Phone: (401) 949-2228

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

JOINT PETITION OF ISM SOLAR :
DEVELOPMENT, LLC, and : **DOCKET NO. 4636**
THE PASCOAG UTILITY DISTRICT :

**PROPOSED SETTLEMENT AGREEMENT
APRIL 11, 2017**

This proposed Settlement Agreement is presented by and between the Pascoag Utility District (PUD) and ISM Solar Development, LLC or its successors or assigns ("ISM") for Commission approval. National Grid (NGrid) has informed the parties that they prefer not to be a party to this Settlement and remain neutral with regard to it just as they were neutral on the original petition. In summary, NGrid will interconnect the project and ISM will be eligible to participate in programs eligible to facilities in NGrid service territory. ISM will make negotiated contractual payments to PUD. NGrid will modify existing interconnection application materials and results to be consistent with current system design and configuration and ISM asks the Commission to expedite its interconnection process to allow ISM to participate in the earliest possible Renewable Energy Growth program enrollment. ISM will pursue a location incentive from the Distributed Generation Board and requests Commission endorsement of that application.

RECITALS

WHEREAS, ISM is pursuing interconnection service for a solar system planned for installation adjacent to 600 Broncos Highway in Burrillville, Rhode Island (the "Project").

WHEREAS, ISM applied to NGrid to interconnect the Project and NGrid accepted the application as complete. On September 25, 2014, NGrid issued a pre-application report designed to identify their feeders and system constraints or other issues that might impact the Project. The report identified the opportunity for interconnection from feeder 53-127W41, serviced from NGrid's Nasonville substation.

WHEREAS, ISM paid NGrid for a Feasibility Study. The Feasibility Study application signed by ISM and NGrid indicated that the intent of the study was to form the basis for the customer's proposed use of NGrid's EPS. In the Feasibility Study, dated May 20, 2015, NGrid identified the 53-127W41 feeder from NGrid's Nasonville substation and noted the availability of that feeder from the Project's location on Bronco Highway. The photo attached to the Feasibility Study labeled the NGrid electric power system (EPS) on the left side of the screen (without any indication of specific location) and indicated the proposed point of interconnection on Bronco Highway, just down from NGrid's Nasonville substation.

WHEREAS, ISM then invested in an interconnection impact study. The Impact Study Agreement signed by ISM and NGrid on June 15, 2015, stated that the study was intended to "form the basis for the customer's proposed use of the Company's EPS." While conducting the Impact Study, NGrid determined after confirmation with PUD, that the Project could not be interconnected to the Company EPS because the Project is in PUD's service territory. NGrid then informed ISM of their findings.

WHEREAS, ISM relied on NRGID's indication that it could interconnect to their system and committed significant project design and implementation costs for the Project.

WHEREAS, ISM counsel consulted with Commission staff and was advised that the Commission is not aware of any maps or other documentation that clearly designates the NGrid and PUD service territories.

WHEREAS, the Parties have met and corresponded and reached a mutually acceptable resolution that will allow interconnection and development of the Project.

WHEREAS, the Parties agree that a single interconnection to NGrid, with a regular payment to PUD would be the simplest settlement option to administer for all parties.

NOW THEREFORE:

1. The Parties support the Project's interconnect with NGrid's distribution system so that the Project may be enrolled in NGrid programs.
2. As consideration for that agreement, ISM will make a fixed annual payment to PUD of \$39,600 each year, in monthly installments of \$3,300, for every month that the project is in operation over a 20 year term from the commencement of commercial operation (defined, for this agreement, as the time at which the Project begins generating electricity) with ISM's option for three five year renewals.
3. Given the history of interconnection activity with regard to this Project, and its burden to ISM, ISM appeals to the Commission to order NGrid to expedite the Project's Interconnection review process so that the Project can participate in the earliest possible Renewable Energy Growth program enrollment.

4. ISM also asks the Commission's Order to support its appeal to the Distributed Generation Board for a reasonable locational incentive of \$.03/kWh for the Project's participation in the Renewable Energy Growth program pursuant to R.I. Gen. Laws §39-26.6-22.
5. PUD agrees to assist the Project in obtaining permission to trim the large trees along Broncos highway to decrease shading.
6. The Parties may assign their interests in this agreement upon thirty (30) days prior notice.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives.

ISM SOLAR DEVELOPMENT, LLC

By: 

Name: Gregory Lucini

Title: CEO

PASCAOG UTILITY DISTRICT

By: 

Name: William J. Guertin

Title: Assistant General Manager