



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PUBLIC UTILITIES COMMISSION
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Warwick, Rhode Island 02888
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Chairperson Margaret E. Curran
Commissioner Marion S. Gold
Commissioner Abigail Anthony

MEMORANDUM

To: Counsel to National Grid and EDP
From: Cindy Wilson-Frias
Date: July 23, 2019
Re: Docket No. 4956 – Energy Development Partners, LLC and The Narragansett Electric Company d/b/a National Grid Dispute Resolution Pursuant to Section 9.2 of RIPUC No. 2180

The meeting contemplated by Section 9.2.b of the DG Interconnection Standards is scheduled for July 30, 2019 from 10:00 a.m. to noon.

Agenda

- I. Introductions
- II. Brief explanation of PUC Staff perspective
- III. Discussion of questions (below) and any others that might come up
- IV. Set procedural schedule for formal responses to questions and issuance of staff report and recommendation to PUC
- V. Adjourn

Initial questions for discussion (please be prepared to indicate which ones, if any, will need to be confidential if and when answered in writing):

1. Please explain the basis for the continuing dispute (whether or not the modified ISA needs PUC approval) from your client's perspective.
2. Please identify any provision of the modified ISA that may be inconsistent with the language of the DG Interconnection Standards sheets 1-52.
3. Will execution of the ISA fully resolve the dispute between the counterparties?
4. When does EDP need a fully executed ISA to continue forward with the project?
5. Please bring Attachment 3 as applied to the project subject to this dispute. Please also provide a public version for the file.
6. Please provide a copy of the new Attachment 6 (Sheet 10).
7. Who are the currently identified Affected Systems?
8. What other Affected Systems might be identified relative to this project?
9. Page 3 of the filing letter states "The modified ISA addresses this gap by amending three provisions of the ISA..." Please be prepared to further discuss "this gap."

10. Is there agreement that the modification to Section 2 of the ISA satisfies the written extension of time under R.I. Gen. Laws § 39-26.3-4.1(d)(2)? What is the nature of the events clearly not under the control of National Grid? How will the parties to the modified ISA know that the deadlines in R.I. Gen. Laws § 39-26.3-4.1(d)(1) have commenced?
11. What is the “condition” in the ISA making this a Conditional ISA? How is the condition satisfied such that the ISA becomes final?
12. What is the process that will occur after execution of the modified ISA to get to a final ISA?
13. Sections 5, 5.1 and 13 - How are Affected System studies identified, requested, provided, and compensated? Between whom is the agreement with the Affected Systems? What is the timeline? Who enforces those agreements/processes?
14. On Sheet 1 of the Conditional ISA, the definition of “Affected System” appears to be cut from the tariff. It ends with “as defined herein.” What from this definition is further defined in the body of the ISA?
15. Why does the Interconnecting Customer have to request an amendment to the ISA or any attachments? Wouldn’t this happen automatically per the language on Sheet 1 under Section 2?
16. Has the modified ISA shifted any risk from the Interconnecting Customer to the Company or from the Company to the Interconnecting Customer as compared to the standard form ISA? If so, please explain.
17. Based on the best information available to the counterparties, what is the anticipated timeline from the execution of the modified ISA to interconnection? For purposes of this question, assume hypothetically that the ISA is executed on July 30, 2019.
18. How many Interconnecting Customers does National Grid anticipate might be interested in a modified ISA in substantially the same form as this one?