

# **EXHIBIT G**

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PUBLIC UTILITIES COMMISSION

(VIDEO TRANSCRIPTION OF DOCKET 4956)

TIME: 1:00 P.M.  
LOCATION: HEARING ROOM A  
ADDRESS: 89 JEFFERSON BOULEVARD  
WARWICK, RHODE ISLAND

IN RE:

Docket No. 4956  
The Narragansett Electric Co. d/b/a  
National Grid and Energy Development Partners, LLC  
(EDP)

Members present:  
Chairperson Margaret Curran  
Commissioner Marion Gold  
Commissioner Abigail Anthony  
John Harrington, Legal Counsel

C. DION COURT REPORTING  
159 ROBIN HOLLOW ROAD  
WEST GREENWICH, RI 02817  
(401) 397-6139

1 (VIDEO TRANSCRIPTION STARTING AT 13:52 DOCKET 4956)

2 CHAIRPERSON CURRAN: Next is Docket Number  
3 3956 (SIC), Narragansett Electric Co., d/b/a  
4 National Grid and Energy Development Partners, LLC  
5 or EDP.

6 This relates to a request for assistance,  
7 submitted by National Grid, together with EDP, to  
8 resolve an interconnection dispute under National  
9 Grid's Standards for Connecting Distributed  
10 Generation, Tariff R.I.P.U.C. 2180, in accordance  
11 with section 9.2(b) or the Tariff.

12 Before us today is a motion to intervene and  
13 protest filed by Green Development, LLC. And Also  
14 the parties' resolution that was reached regarding  
15 an interconnection dispute.

16 We can address the motion to intervene I  
17 believe now or we can address it after we deal with  
18 the parties' resolution or we can do it both times  
19 (SIC), which I think I'd recommend.

20 UNKNOWN SPEAKER: Then let's do both.

21 CHAIRPERSON CURRAN: First, I would deny  
22 the motion to intervene. There's no right  
23 confirmed by statute involved here.

24 The moving party is not directly affected by

1 anything. This matter has not gone to full  
2 hearing. It's not presently headed for a full  
3 hearing. And so, certainly, at this point -- and  
4 as the proceedings have been progressing, there's  
5 nothing in the future -- (INAUDIBLE) Green or  
6 anyone else may be bound. Neither has there been a  
7 demonstration or an interest of such a nature that  
8 the (INAUDIBLE) participation maybe in the public  
9 interest.

10 So, I think -- do we have a second?

11 COMMISSIONER ANTHONY: Second.

12 CHAIRPERSON CURRAN: Further discussion?

13 (NO RESPONSE)

14 CHAIRPERSON CURRAN: All in favor?

15 (BOARD VOTES)

16 (MOTION PASSES 3-0)

17 CHAIRPERSON CURRAN: Then we address the  
18 parties' resolution. The parties being EDP and  
19 National Grid.

20 I think it's clear this involved  
21 interconnection. There have been -- there's been a  
22 dispute about it. The parties have been working  
23 together on it.

24 At this point, the parties have reached a

1 resolution. They're determined to go forward. So,  
2 I think it appears that there is no longer a  
3 dispute here and so I think that we don't need to  
4 be involved in this any further. I think that it's  
5 appropriate that the regulations and this  
6 Commission doesn't stand in the way of business  
7 decisions that are reached by the parties, assume  
8 that we stand in place of the market. This is a  
9 matter that the parties could address if there is  
10 not a regulated utility involved without anyone  
11 else getting involved.

12 I think we want to be particularly careful and  
13 ask the Commission not to stand in the way of  
14 business that's being conducted clearly in  
15 furtherance of a clear state policy. I don't see  
16 that there's any -- anything to be gained by the  
17 public or the proceedings for the PC to stay  
18 involved.

19 So, I think that we are satisfied that the  
20 parties have resolved their dispute. There's --  
21 there being no remaining disputes involving the  
22 parties, I think that the matter is concluded for  
23 our purposes.

24 So, I suppose -- Counsel, should we just move

1 to essentially close the docket?

2 MR. HARRINGTON: The Commission could move  
3 to close the docket and to acknowledge that they  
4 received the summary of the dispute resolution and  
5 the resolution itself.

6 CHAIRPERSON CURRAN: Yes, everyone  
7 received those. And recognizing that the parities  
8 are willing to go forward with the interconnection,  
9 I believe that's -- the docket should be dissolved.

10 COMMISSIONER ANTHONY: So, I guess I would  
11 move then that the Commission acknowledges the  
12 summary and conclusion of this dispute resolution  
13 process.

14 COMMISSIONER GOLD: And I can add to that?

15 COMMISSIONER ANTHONY: Sure.

16 COMMISSIONER GOLD: And find that the  
17 agreed resolution is not inconsistent with the  
18 standards for connecting distributed generation.

19 CHAIRPERSON CURRAN: Is there a  
20 mortification of the motion?

21 COMMISSIONER ANTHONY: Yes.

22 CHAIRPERSON CURRAN: Do you count that as  
23 part of your motion?

24 COMMISSIONER ANTHONY: Would that work?

1 MR. HARRINGTON: You can do two separate.

2 CHAIRPERSON CURRAN: Should we just do two  
3 motions?

4 MR. HARRINGTON: It could be two separate  
5 motions.

6 COMMISSIONER ANTHONY: Okay.

7 CHAIRPERSON CURRAN: So, just to be clear,  
8 I'll second yours.

9 COMMISSIONER ANTHONY: Okay.

10 CHAIRPERSON CURRAN: And is there further  
11 discussion on that?

12 COMMISSIONER ANTHONY: No.

13 CHAIRPERSON CURRAN: All in favor?

14 (BOARD VOTES)

15 (MOTION PASSES 3-0)

16 CHAIRPERSON CURRAN: And your motion?

17 COMMISSIONER GOLD: My motion is to find  
18 that the agreed resolution is not inconsistent with  
19 the standards for connecting distributed  
20 generation.

21 CHAIRPERSON CURRAN: Second. Additional  
22 discussion?

23 (NO RESPONSE)

24 CHAIRPERSON CURRAN: All in favor?

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(BOARD VOTES)

(MOTION PASSES 3-0)

CHAIRPERSON CURRAN: I think that we can,  
as earlier promised, we can revisit the motion to  
intervene and protest by Green Development.

There's nothing to intervene and/or protest;  
therefore, the motion would be dismissed.

To the extent there's anything left of the  
motion, I move that it would be dismissed.

COMMISSIONER ANTHONY: Second.

CHAIRPERSON CURRAN: All in favor?

(BOARD VOTES)

(MOTION PASSES 3-0)

(DOCKET 4956 ENDS AT 23:05)

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CERTIFICATE

I, Kimlee Bourque, do hereby certify that the foregoing transcript, pages 2 - 8, is a true and accurate transcript of the Public Utilities Commission video dated October 18, 2019.

Kimlee Bourque  
Kimlee Bourque  
Notary Public

My Commission Expires: October 16, 2021

# **EXHIBIT H**



## STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

PUBLIC UTILITIES COMMISSION  
89 Jefferson Boulevard  
Warwick, Rhode Island 02888  
(401) 941-4500

Chairperson Margaret E. Curran  
Commissioner Marion S. Gold  
Commissioner Abigail Anthony

### MEMORANDUM

To: Chairperson Curran, Commissioner Gold, and Commissioner Anthony  
From: Cynthia Wilson-Frias, Chief of Legal Services  
Date: August 8, 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 – **Proposed Staff Report and Recommendation**

#### I. Background

On July 17, 2019, The Narragansett Electric Company d/b/a National Grid (National Grid), together with Energy Development Partners, LLC (EDP) submitted to the Public Utilities Commission (PUC or Commission) a request for Commission Staff dispute resolution assistance pursuant to Section 9.2 of the Standards for Connecting Distributed Generation (Tariff). The matter was assigned Docket No. 4956 and a meeting with the parties was scheduled for July 30, 2019. After reviewing the filing, I sent the parties a list of questions for discussion at the July 30 meeting. The meeting was productive, particularly given that the parties had agreed to a resolution of most of the issues prior to making the July 17, 2019 filing, and it appears the final point of disagreement can be resolved by the Commission.

In 2017, EDP filed applications for the interconnection of five solar projects, four in North Kingstown and one in Exeter. In early 2019, National Grid advised EDP that it could not provide EDP with an Interconnection Services Agreement (ISA) until the completion of a Transmission Planning Study. According to National Grid, the date to provide a completed ISA was not known

because it was dependent upon the completion of that study.<sup>1</sup> EDP disputed National Grid's position that it could not issue an executable ISA for the subject projects prior to the completion of the Transmission Planning Study.<sup>2</sup>

On March 21, 2019, EDP initiated the formal dispute resolution process set forth in Section 9.1 of the Tariff. Within four months, EDP and National Grid had agreed on a modified ISA that would allow EDP's project to move forward in the construction phase while awaiting the final details and final cost estimates of any additional required system modifications to Affected Systems<sup>3</sup> or to the distribution system. This modified or "Conditional ISA" was included in the July 17, 2019 filing to the Commission.

The Conditional ISA is conditioned upon the completion of all studies and development of all upgrades needed to the distribution and/or transmission system. The Costs of System Modifications and Payment Terms are set forth in Attachment 3 to each ISA executed between National Grid and an Interconnecting Customer.<sup>4</sup> The difference here is that the Attachment 3 is subject to amendment per the terms of the Conditional ISA. The Conditional ISA becomes final once Attachment 3 is amended to "include additional terms and conditions associated with [National Grid's] and, if applicable, Affected System operator costs and payment terms."<sup>5</sup> This will occur when, "[u]pon request of the Interconnecting Customer, [National Grid] shall amend the [Conditional ISA] and any attachments to incorporate the results of any final Impact Study,

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<sup>1</sup> The EDP project is in the same vicinity as the area being studied for the Ørsted offshore wind project. Information recently provided to the Commission through other forums has indicated that, although the study of state level projects like EDP's can continue, such studies cannot be finalized until the "FERC jurisdictional" study is completed. This has been causing significant delays to several projects, not just EDP's.

<sup>2</sup> Filing Letter at 1.

<sup>3</sup> Affected Systems are defined as "any neighboring transmission or distribution [electric power system] not under the control of [National Grid] (e.g., a municipal utility, or other regulated distribution or transmission utility, which may include Affiliates, or ISO-NE)." Tariff at Section 1.2. In this case, National Grid has identified New England Power, ISO-NE, and Eversource (CT) as the Affected Systems Operators.

<sup>4</sup> National Grid provided a template Attachment 3 which included amended language agreed to by EDP. The amendment provides a paragraph for identifying the Affected System Operators.

<sup>5</sup> Conditional ISA at Section 5.

Detailed Study, [Impact Study for Renewable Distribution Generation] and/or [Affected System Operator] study.”<sup>6</sup>

## **II. Issue in Dispute**

The one remaining issue in dispute is whether the Conditional ISA needs approval from the Commission before it can be executed. National Grid’s position is that Commission approval of the Conditional ISA is required before it may be binding on the parties. Specifically, National Grid has indicated that because the approved Tariff includes an approved form ISA, differences such as those included in the modified ISA also need Commission approval. EDP’s position is that the agreement may be implemented without the Commission approving the changes.<sup>7</sup>

## **III. Staff Recommendations**

First, because of the scope of changes to the form ISA that is both referenced in the Tariff and included as an Attachment to the approved Tariff, I believe such substantive modifications to the tariff language should be reviewed by the Commission. I may not reach the same conclusion for non-substantive or process changes if they do not shift the balance of risk from the customer to ratepayers.

Second, I recommend the Commission approve the Conditional ISA because after a review of it, together with a discussion with the parties, it appears that the modifications are neither inconsistent with the Distributed Generation Act nor the Tariff. It also does not appear they shift the risk from the customer to ratepayers as compared to the form ISA contained in the Tariff as Attachment H. In fact, it appears the developer (interconnecting customer) has taken on additional risk in the form of unknown costs.

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<sup>6</sup> *Id.*

<sup>7</sup> Filing Letter at 2.

## IV. Discussion

### A. The modifications being proposed are substantively different from the Form ISA, but not inconsistent. Substantive differences to the Form ISA should be reviewed by the Commission prior to execution.

I approached the question of whether the modified ISA needed to be approved by the Commission by considering whether the proposed changes are procedural or substantive. Because I have determined them to be substantive, I recommend the Commission find that its review is needed prior to execution of the modified ISA.

The first proposed change addresses the fact that EDP is requesting an ISA prior to the completion of all Affected System studies.<sup>8</sup> The Affected System studies could result in additional distribution system modifications and associated costs.<sup>9</sup> The Conditional Tariff allows for the execution of an ISA contingent upon completion of the Affected System Studies and inclusion of those study costs and additional system modifications costs, if any, in a final ISA.<sup>10</sup> Additionally, the Conditional Tariff provides for an agreement between the parties to extend the commencement of construction deadlines set forth in R.I. Gen. Laws § 39-26.3-4.1(d) for the System Modifications.<sup>11</sup> Finally, the Conditional Tariff includes amendments to the Limitation of Liability section as it relates to Affected Systems.<sup>12</sup>

#### i. Cost Responsibility

First, Section 3.4.c (Standard Process) in the Tariff makes clear that an Interconnecting Customer is responsible directly to Affected Systems for their respective study costs.<sup>13</sup> Section 5.4 of the Tariff provides that “Interconnecting Customers shall be directly responsible to any

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<sup>8</sup> Conditional ISA at Section 2.

<sup>9</sup> *Id.* at Section 2 and Section 5.

<sup>10</sup> *Id.*

<sup>11</sup> *Id.* at Section 2.

<sup>12</sup> *Id.* at Section 13.

<sup>13</sup> It is important to remember that the Standards for Connecting Distributed Generation Tariff is a state-jurisdictional tariff governing the relationship between the distribution company and its customers. As a practical matter, if there are upgrades required by Affected System Operators and those are not completed, interconnection cannot happen. The Conditional ISA addresses that.

Affected System operator for the costs of any system modifications necessary to the Affected Systems.” Section 5 of the form ISA includes the same language. However, neither the Tariff nor the form ISA address additional distribution system modifications that may become necessary as a result of Affected System studies not completed at the time of executing an ISA, and the form ISA lacks specificity regarding the collection of costs for Affected System studies or system modifications unknown at the time of executing the ISA.

The form ISA includes a 10% cap on customer responsibilities for costs in excess of those included in an executed ISA.<sup>14</sup> Therefore, National Grid has taken the position that it cannot issue an executable ISA until all distribution system modification costs are known. If additional distribution system modifications are required after completion of the Affected System studies, and those costs exceed 10%, National Grid has a concern that an Interconnecting Customer may argue that those costs cannot be recovered from the Interconnecting Customer under the form ISA if those costs exceed 10% of the estimate included in an executed ISA. Three of the modifications agreed to by EDP and National Grid address this concern by clarifying the costs for which Interconnecting Customer will be responsible, allowing the cost estimates in Attachment 3 to the ISA to be amended, and by modifying the applicability of the 10% cap.

The Conditional ISA adds to the General Payment Terms that are contained in the form ISA (Section 5). The amendments make clear that the Interconnecting Customer is responsible for (1) National Grid’s System Modifications costs; (2) Affected System study costs; (3) resulting Affected System modifications and operation and maintenance costs; and (4) any costs for modified or additional National Grid studies and/or System Modifications necessitated as a result of the Affected System operator requirements.<sup>15</sup> The Conditional ISA also applies the 10% cap only to those System Modification costs contained in Attachment 3 as of the date of execution of

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<sup>14</sup> Tariff at Attachment H, Section 5.1.

<sup>15</sup> Conditional ISA at Section 5.

the Conditional ISA.<sup>16</sup> Attachment 3 can be amended after receipt of the final Affected System studies and any additional National Grid studies resulting from the Affected System studies.<sup>17</sup>

These provisions appear sufficient to provide clarity on responsibility for Affected System Operator studies and costs as well as continuing cost responsibility for additional distribution company System Modification costs. It appears to preserve the 10% cap on currently known costs included in Attachment 3 prior to any amendments but lifts the cap on currently unknown System Modification costs that arise from the results of Affected System Operator studies.<sup>18</sup> This appropriately balances the interest of the Interconnecting Customer in cost controls over currently known System Modifications while protecting National Grid and its ratepayers from increased costs that arise in the future due to other entities' studies.

**ii. Extension of Time under R.I. Gen. Laws § 39-26.3-4.1(d)**

The General Assembly has included strict timelines for interconnection activity in R.I. Gen. Laws § 39-26.3-4.1(d). The law provides for certain penalties if the deadlines are not met. Relevant to the discussion herein, is the following:

... All electric distribution company system modifications must be completed by the date which is the later of: (1) No longer than two hundred seventy (270) calendar days, or three hundred sixty (360) calendar days if substation work is necessary, from the date of the electric distribution company's receipt of the interconnecting, renewable-energy customer's executed interconnection service agreement; or (2) **The interconnecting, renewable-energy customer's agreed upon extension of the time between the execution of the interconnection service agreement and interconnection as set forth in writing...**The deadlines for completion of system modifications will be extended only to the extent of events that are clearly not under the control of the electric distribution company, such as extended prohibitive weather, union work stoppage or force majeure, or third-party delays, including, without limitation, delays due to ISO-NE requirements not attributable to electric distribution company actions, and which cannot be resolved despite commercially reasonable efforts.<sup>19</sup>

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<sup>16</sup> *Id.* at Section 5.1.

<sup>17</sup> *Id.* at Section 5.

<sup>18</sup> It will be important for National Grid to provide clear post-construction itemized costs in the Final Accounting to account for the 10% cap on current cost estimates.

<sup>19</sup> R.I. Gen. Laws § 39-26.3-4.1(d) (emphasis added).

Section 2 of the Conditional ISA does not attempt to waive the statutory timelines, but includes a written agreement to extend the timelines. It states, in relevant part:

the Interconnecting Customer agrees to the extension of all System Modification construction timelines...such that all applicable System Modification timelines set forth in R.I. Gen. Laws § 39-26.3-4.1(d) shall commence after receipt of all completed Affected System operator(s) studies and approvals, any modified or additional [National Grid] studies necessitated as a result of the Affected System operator requirements, execution of any necessitated amendments to the [Conditional ISA], and payment of all costs in accordance with this [Conditional ISA].

This language appears to provide a clear written agreement of the extension of the deadlines but still preserves National Grid's responsibilities and EDP's recourse commencing upon execution of a final ISA. I recommend the Commission find that the language in the Conditional ISA is consistent with the language of the Distributed Generation Interconnection Act.

### **iii. Limitation on Liability**

Affected System Operators are not parties to ISAs between National Grid and Interconnecting Customers. National Grid attempts to coordinate with those Affected System Operators but is not responsible for their actions. National Grid also often acts as a conduit between the Affected System Operators and the Interconnecting Customer regarding billing but does not directly assess the costs assigned to the interconnecting project by Affected System Operators. However, National Grid's System Modifications and associated costs may be affected by the results of studies completed by Affected System Operators. Therefore, as noted above, National Grid has taken the position that it cannot execute an ISA until all studies are completed.

Section 13 of the Conditional ISA addresses this issue by expanding the Limitation of Liability Section to make clear that while National Grid will coordinate with the Affected System Operators to facilitate interconnection with National Grid's electric power system, it is not responsible for the actions of those Affected System Operators. The parties have agreed to the language and it appears to clarify responsibility where finalization of the ISA is reliant on actions

by non-signatories to the agreement between the parties. Whether this should be standard language in any ISA is likely going to be a subject for PUC consideration in the future. It appears preferable to provide certainty, particularly in this instance where an ISA is being executed prior to the completion of all necessary studies.

One challenge with the Tariff and the Affected System studies is that the Tariff only directly governs the relationship between National Grid and its customers as that relationship relates to the distribution system. The PUC only has jurisdiction over the distribution system tariffs. While one might attempt to argue that the distribution tariff either should not or cannot reference studies and costs not directly charged by National Grid, such arguments ignore the fact that Affected System studies may result in additional distribution system modifications unknown to National Grid at the time the Distributed Generation Interconnection Act contemplates the delivery of an executable ISA. Such arguments also ignore the fact that National Grid is a Participating Transmission Owner and is obligated by the terms of ISO-NE's tariffs, the Transmission Operating Agreement, and ISO-NE Planning Procedures to notify ISO-NE of certain proposed generation resources that may have a significant effect on the stability reliability, or operating characteristics of transmission facilities or National Grid's system and take necessary actions to avoid adverse effects.<sup>20</sup> Therefore, references to Affected System Operators in this section and to the other sections in the Tariff appear reasonable to allow the project to move forward while clarifying the expectations of the parties.

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<sup>20</sup> See Section I.3.9. of The ISO New England Transmission, Markets, and Services Tariff, available at <https://www.iso-ne.com/participate/rules-procedures/tariff>; Article 3.09 of the Transmission Operating Agreement available at [https://www.iso-ne.com/static-assets/documents/regulatory/toa/v1\\_er07\\_1289\\_000\\_toa\\_composite.pdf](https://www.iso-ne.com/static-assets/documents/regulatory/toa/v1_er07_1289_000_toa_composite.pdf); and ISO-NE Planning Procedure No. 5-1 available at: [https://www.iso-ne.com/static-assets/documents/rules\\_proceeds/isonne\\_plan/pp05\\_1/pp5\\_1.pdf](https://www.iso-ne.com/static-assets/documents/rules_proceeds/isonne_plan/pp05_1/pp5_1.pdf).

**B. The modifications being proposed do not inappropriately shift cost risk from the developer/customer to ratepayers.**

The PUC has previously found that the approved Tariff is consistent with the language of the relevant law. Further, the role of the Commission in all matters is to determine whether rates, tariffs, and terms and conditions appropriately balance the interests of the utility and its ratepayers or customers. In reviewing the Conditional ISA, I began with the premise that the Tariff balances the interests of National Grid, the Interconnecting Customer, and all ratepayers while following the mandates set forth in state law. The question then was whether the modifications to the form ISA that are incorporated into the Conditional ISA inappropriately shift costs risk from the Interconnecting Customer to National Grid and other ratepayers.

The Conditional ISA does not appear to shift cost risk from the Interconnecting Customer to National Grid and other ratepayers. In this case, the Interconnecting Customer would be executing an ISA prior to knowing all cost exposure related to system modifications. The 10% cost cap is limited only to the costs known at the time of execution of the Conditional ISA. Finally, the liability section makes clear that the Interconnecting Customer is responsible for all Affected System Operator related costs.

**C. Approval of the Conditional ISA should resolve the parties' dispute with two additional actions agreed to at the July 30 meeting.**

**i. Approval of the Conditional ISA will allow for execution of an ISA**

EDP argued that once the Interconnecting Customer/developer is comfortable with the language in the Conditional ISA and the amended Attachment 3, it should be able to make a business decision to sign a contract with the utility as it would with any other third-party agreement. National Grid argued that because the Conditional ISA differs substantively from the form ISA included in the Tariff, it could not execute the Conditional ISA unless it had approval

from the PUC. A PUC finding that the Conditional ISA is not inconsistent with the law and Tariff would resolve the issue of whether National Grid can deliver an executable ISA to EDP.

**ii. Other issues were addressed at the July 30 meeting, but are not relevant to approval of the Conditional ISA**

During the July 30 meeting, two issues arose, both of which are important to EDP, but neither of which is relevant to a Commission decision on the Conditional ISA. There is another developer with a set of projects in Exeter. National Grid initially studied all of the projects together in an effort to find engineering and cost efficiencies and to allocate costs to multiple projects. Unfortunately, because of the hold on all of the projects resulting from the additional Affected System Operator studies, while EDP is ready to proceed, it is unclear at this time whether the other developer is ready, willing, or able to proceed with commencing system modifications.

This raises two concerns for EDP: (1) the costs that will be contained in the Attachment 3; and (2) how long it will take National Grid to provide EDP with an executable Conditional ISA with an Attachment 3, current to date. EDP is ready to move forward with construction with or without the other developer. If, however, the other developer does not proceed at this time, National Grid will have to revise the system modification requirements and cost estimates to separate the projects completely.

At the meeting, National Grid represented that the other developer had been provided with a copy of the Conditional ISA. At the meeting, the parties agreed that the other developer would be given a date certain to respond with a decision on whether to sign the Conditional ISA. In the meantime, National Grid will begin the process of revising the studies for EDP to move forward without the other project. National Grid expects to have completed the revised distribution system impact study by August 16, 2019.

After EDP receives the revised distribution system impact study which is incorporated into the Attachment 3, it will have to make a decision of whether the costs appear reasonable and decide

whether to continue forward with the project. This is no different from what happens when the form ISA is used. Thus, while important to the parties, it is not relevant to approval of a new form Conditional ISA.

## **V. Conclusion**

The Conditional ISA represents a commercial solution to a problem. The instrument of this solution should be subject to regulatory review, but the regulatory process should not impede the commercial solution in the absence of additional risk on ratepayers. Therefore, the PUC should review this matter expeditiously and if it agrees with my conclusions, approve the modified ISA and require National Grid to file a Tariff Advice to include it as an option for other developers who may be in the same position as EDP.

# **EXHIBIT I**



Alan McBride  
Director, Transmission Services & Resource  
Qualification

June 2, 2020

Mr. Neal Stacom  
New England Power Company  
40 Sylvan Road  
Waltham, MA 02451

Subject: Western Rhode Island Cluster Wickford Junction Substation Project - Proposed Plan Application (PPA) NEP-20-T25

Dear Mr. Stacom:

This letter is to inform you that, pursuant to review under Section I.3.9 of the ISO Tariff, no significant adverse effect has been identified with regard to the following PPA:

**NEP-20-T25** – Transmission application from New England Power Company (NEP) on behalf of Naragansett Electric, for the Western Rhode Island Cluster Wickford Substation Project. The in-service date of the project is July 15, 2021. The Reliability Committee (RC) reviewed the materials presented in support of the proposed project and did not identify a significant adverse effect on the reliability or operating characteristics of the transmission facilities of NEP, the transmission facilities of another Transmission Owner or the system of any other Market Participant.

Having given due consideration to the RC review, ISO New England has determined that implementation of the plan will not have a significant adverse effect upon the reliability or operating characteristics of the Transmission Owner's transmission facilities, the transmission facilities of another Transmission Owner, or the system of a Market Participant.

A determination under Section I.3.9 of the ISO Tariff is limited to a review of the reliability impacts of a proposed project as submitted by Participants and does not constitute an approval of a proposed project under any other provisions of the ISO Tariff.

Sincerely,

/s/ Al McBride

Al McBride  
Director, Transmission Services and Resource Qualification

cc: Proposed Plan Applications

# **EXHIBIT J**



## Summary of Western RI Area ASO Study Results

June 12, 2020

On May 19, 2020, the NEPOOL Reliability Committee recommended New England Power Company's (NEP) Proposed Plan Applications that are associated with projects included in the Western RI Area ASO Study (the Study) to the ISO-NE for approval. The Study consisted of 228MW of distributed generation submitted to Narragansett Electric Company (the Company) for interconnection to its electric distribution system. The primary objective of the Study was to determine if interconnecting the 228 MW of proposed Distributed Energy Resources (DER) created any adverse impacts on the reliability, stability, and operating characteristic of the New England Power transmission facilities, the facilities of any other transmission owner, or the system of any market participants.

A summary of the Study follows:

The Study assessed the impact of approximately 228 MW of DER that have applied to interconnect to the Company's distribution system in Western Rhode Island.

The Study evaluated DER projects grouped into Part 1, Part 2, Group 2, and Group 4:

**Part 1:** An aggregate of 108 MW comprised of 14 generating facilities will be connected to the new Wickford Junction Substation in North Kingston, Rhode Island. See Figure 1 for reference. The Wickford Junction Substation will be a 115 kV 4-breaker-ring bus with two (2) 33/44/55 MVA, 115kV/34.5kV transformers and three (3) 34.5kV breakers on the 34.5kV side of the transformers. Additional/modified protection equipment at the remote 115 kV terminals will be required for this interconnection.

**Part 2:** An additional 69 MW of aggregate projects over 5 MW will be connected to sub-transmission and distribution feeders in the Washington and Kent Counties in Western RI.

**Group 2:** 16 MW of individual projects between 1 MW and 5 MW will be connected to sub-transmission and distribution feeders in the Kent and Providence Counties in Western RI.

**Group 4:** 34 MW of individual projects between 1 MW and 5 MW will be connected to sub-transmission and distribution feeders in the Kent and Washington Counties in Western RI.

The transmission system geographic map in Figure 1 shows the area within the Study in which the Study participants plan to inject DER into the transmission system. This is the area between West Farnum and Chase Hill Substations.

**Figure 1 DER Injection Area Geographic Map**





There were three components of the Study: steady state, short circuit, and stability. The results of the WRI DER Study components are summarized in Table 1.

**Table 1: Results of the Study Components**

Study Part	Adverse Impacts
Steady State Analysis	Adverse impacts were identified
Short Circuit Analysis	No adverse impacts found
Stability Analysis	No adverse impacts found

The steady state analysis determined that 132 MW of the DER projects studied can connect to the transmission system without triggering any transmission system modifications and that 96MW of DER that seek to connect south of Drumrock Substation require transmission system modifications.

**Steady State Analysis**

- The proposed interconnection of the 96 MW of DER projects resulted in observed overloads
- The mitigation required to address these overloads is to reconductor the G-185N Line and to increase the K-189 Line ground clearances.

Note: Customer costs for the required transmission system modifications will be calculated and allocated according to the cost causation principle.

**Next Steps**

The Company’s Customer Energy Integration (CEI) team will be providing redacted versions of the WRI DER Study to all Study participants along with their Distribution System Impact Study (DSIS) report in final form during the second week of June and/or as soon as the DSIS is in final form if awaiting customer revisions. Interconnection Service Agreements will then follow in an effort to progress all projects involved as soon as possible.

Also, a DG webinar has been scheduled for June 30, 2020 where the Study results will be reviewed.

This Summary of the WRI DER Study results will be posted on the Company’s RI DG ASO Study Update webpage: <https://ngus.force.com/s/article/RI-DG-Group-Transmission-Study-Update>.

# **EXHIBIT K**



Alan McBride  
Director, Transmission Services & Resource Qualification

July 8, 2020

Ms. Jennifer Chalifoux  
New England Power Company  
40 Sylvan Road  
Waltham, MA 02451

Subject: Rhode Island Area Cluster - Dry Bridge 1 Solar Project - Proposed Plan Application (PPA) – NEP-20-G04-016

Dear Ms. Jennifer Chalifoux,

This letter is to inform you that, pursuant to review under Section I.3.9 of the ISO Tariff, no significant adverse effect has been identified with regard to the following PPA:

**NEP-20-G04-016**– Generator application from New England Power on behalf of Narragansett Electric and GSRP Amsterdam LLC c/o Dry Bridge 2 LLC for the installation of a 10.000 MW Solar project interconnecting to the Wickford Junction substation via the 89T1, 34.5kV feeder. The proposed in-service date is 7/15/2021. The Reliability Committee (RC) reviewed the materials presented in support of the proposed project and did not identify a significant adverse effect on the reliability or operating characteristics of the transmission facilities of New England Power Company, the transmission facilities of another Transmission Owner or the system of any other Market Participant.

Having given due consideration to the RC review, ISO New England has determined that implementation of the plan will not have a significant adverse effect upon the reliability or operating characteristics of the Transmission Owner’s transmission facilities, the transmission facilities of another Transmission Owner, or the system of a Market Participant.

A determination under Section I.3.9 of the ISO Tariff is limited to a review of the reliability impacts of a proposed project as submitted by Participants and does not constitute an approval of a proposed project under any other provisions of the ISO Tariff.

Sincerely,

/s/ Al McBride  
Alan McBride  
Director, Transmission Services & Resource Qualification

cc: Proposed Plan Applications

# **EXHIBIT L**



Alan McBride  
Director, Transmission Services & Resource Qualification

July 8, 2020

Ms. Jennifer Chalifoux  
New England Power Company  
40 Sylvan Road  
Waltham, MA 02451

Subject: Rhode Island Area Cluster - Dry Bridge 2 Solar Project - Proposed Plan Application (PPA) – NEP-20-G04-017

Dear Ms. Jennifer Chalifoux,

This letter is to inform you that, pursuant to review under Section I.3.9 of the ISO Tariff, no significant adverse effect has been identified with regard to the following PPA:

**NEP-20-G04-017**– Generator application from New England Power on behalf of Narragansett Electric and GSRP Amsterdam LLC c/o Dry Bridge 2 LLC for the installation of a 10.000 MW Solar project interconnecting to the Wickford Junction substation via the 89T1, 34.5kV feeder. The proposed in-service date is 7/15/2021. The Reliability Committee (RC) reviewed the materials presented in support of the proposed project and did not identify a significant adverse effect on the reliability or operating characteristics of the transmission facilities of New England Power Company, the transmission facilities of another Transmission Owner or the system of any other Market Participant.

Having given due consideration to the RC review, ISO New England has determined that implementation of the plan will not have a significant adverse effect upon the reliability or operating characteristics of the Transmission Owner’s transmission facilities, the transmission facilities of another Transmission Owner, or the system of a Market Participant.

A determination under Section I.3.9 of the ISO Tariff is limited to a review of the reliability impacts of a proposed project as submitted by Participants and does not constitute an approval of a proposed project under any other provisions of the ISO Tariff.

Sincerely,

/s/ Al McBride  
Alan McBride  
Director, Transmission Services & Resource Qualification

cc: Proposed Plan Applications

# **EXHIBIT M**



Alan McBride  
Director, Transmission Services & Resource Qualification

July 8, 2020

Ms. Jennifer Chalifoux  
New England Power Company  
40 Sylvan Road  
Waltham, MA 02451

Subject: Rhode Island Area Cluster - Dry Bridge 3 Solar Project - Proposed Plan Application (PPA) – NEP-20-G04-018

Dear Ms. Jennifer Chalifoux,

This letter is to inform you that, pursuant to review under Section I.3.9 of the ISO Tariff, no significant adverse effect has been identified with regard to the following PPA:

**NEP-20-G04-018**– Generator application from New England Power on behalf of Narragansett Electric and GSRP Amsterdam LLC c/o Dry Bridge 3 LLC for the installation of a 10.000 MW Solar project interconnecting to the Wickford Junction substation via the 89T1, 34.5kV feeder. The proposed in-service date is 7/15/2021. The Reliability Committee (RC) reviewed the materials presented in support of the proposed project and did not identify a significant adverse effect on the reliability or operating characteristics of the transmission facilities of New England Power Company, the transmission facilities of another Transmission Owner or the system of any other Market Participant.

Having given due consideration to the RC review, ISO New England has determined that implementation of the plan will not have a significant adverse effect upon the reliability or operating characteristics of the Transmission Owner’s transmission facilities, the transmission facilities of another Transmission Owner, or the system of a Market Participant.

A determination under Section I.3.9 of the ISO Tariff is limited to a review of the reliability impacts of a proposed project as submitted by Participants and does not constitute an approval of a proposed project under any other provisions of the ISO Tariff.

Sincerely,

/s/ Al McBride  
Alan McBride  
Director, Transmission Services & Resource Qualification

cc: Proposed Plan Applications