

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

REVITY ENERGY, LLC PETITION  
FOR DECLARATORY JUDGMENT

Docket No. 5235

**GREEN DEVELOPMENT, LLC'S  
RESPONSE TO DIVISION'S FIRST SET OF  
DATA REQUESTS**

**(April 15, 2022)**

**Div 1-1** Provide the meeting notes distributed on June 9, 2020 as referenced in the second sentence of Para. No. 10 of Green's Motion to Intervene.

**Reply:** See attachment "Div 1-1 & 1-2\_June 9 2020 meeting notes"

**Div 1-2** Provide "the letter" referenced in the third sentence of Para. No. 10 of Green's Motion to Intervene.

**Reply:** "the letter" was actually the email and meeting minutes distributed on June 9, 2020, produced in response to Div 1-1.

**Div 1-3** Provide copies of the "two Interconnection Service Agreements" referred to in the third sentence of Para. 10 of Green's Motion to Intervene.

**Reply:** Attached as "Div 1-3\_Nooseneck I ISA 00206311\_compressed" and "Div 1-3\_Nooseneck I ISA 00206313\_compressed"

**Div 1-4** To the extent not provided in response to Div 1-1, Div 1-2 or Div 1-3, provide all documents that reflect "written confirmation of cost sharing" upon which Green materially relied as averred to in Para. No. 11 of Green's Motion to Intervene.

**Reply:** The conversations and meeting regarding the duct bank installation costs and sharing of those costs were extensive and were captured in biweekly meeting and in review meetings. Attached are emails from 10-20-21 and 12-16-21 detailing that the discussion of cost sharing continued well into the design and construction of the duct bank.

**Div 1-5** Provide the detailed "line-item estimate" referred to in the third sentence of Para. No. 12 in Green's Motion to Intervene.

**Reply:** Attached as "Div 1-5\_Nooseneck Ductbank Estimated Cost Totals \_Ongoing (4-12-22)"

**Div 1-6** Identify all provisions of the "interconnection tariff" that requires the "sharing of upgrade costs serving more than one customer" and ensuring "that any costs sharing is justified and

equitable based on the demands and costs by each project” as averred to in Para. No. 13 of Green’s Motion to Intervene.

**Reply:** R.I. Gen. Laws §39-26.3-4.1(a) provides that “The electric distribution company may only charge an interconnecting, renewable energy customer for any system modifications to its electric power system specifically necessary for and directly related to the interconnection.” R.I. Gen. Laws §39-26.3-4.1(b) requires that “[a]ny system modifications benefiting other customers shall be included in rates as determined by the public utilities commission.”

The Narragansett Electric Standards for Connecting Distributed Generation (the “Tariff”) must be consistent with the above-quoted statutory standards for interconnection. Tariff Section 5.3 effectively implements this statutory language, and states:

### 5.3 System Modification Costs

The Interconnecting Customer shall only pay for that portion of the interconnection costs resulting solely from the System Modifications required to allow for safe, reliable parallel operation of the Facility with the Company EDS; provided, however, the Company may only charge an Interconnecting Customer for System Modifications specifically necessary for and directly related to the interconnection, excluding modifications required on the Transmission infrastructure.

Section 5.4 of the Tariff adds:

### 5.4 Separation of Costs

a. The Company may combine the installation of System Modifications with System Improvements to the Company’s EDS to serve the Interconnecting Customer or other customers, but shall not include the costs of such System Improvements in the amounts billed to the Interconnecting Customer for the System Modifications required pursuant to this Interconnection Tariff. Interconnecting Customers shall be directly responsible to any Affected System operator for the costs of any System Modifications necessary to the Affected Systems.

Together, these statutory and Tariff provisions make it clear that one interconnecting customer may not be charged for upgrades that benefit another interconnecting customer. Further, the statute’s provision on cost sharing, RI Gen. Laws Section 39-26.3-4.1(c), provides:

(c) If an interconnecting, renewable energy customer is required to pay for system modifications and a subsequent renewable energy or commercial customer relies on those modifications to connect to the distribution system within ten (10) years of the earlier interconnecting, renewable energy customer's payment, ***the subsequent customer will make a prorated contribution toward the cost of the system modifications that will be credited to the earlier interconnecting, renewable energy customer*** as determined by the public utilities commission. (emphasis added)

Here again, the Tariff must implement the statute. In this instance, Section 5.3 of the Tariff reads:

As appropriate, *to the extent that subsequent Interconnecting Customers benefit from System Modifications that were paid for by an earlier Interconnecting Customer, subsequent Interconnection Customers who benefit from those same System Modifications may retroactively contribute a portion of the initial costs, which may be refunded to the earlier customer.* In this scenario, the Company may assess a portion of the costs to such subsequent Interconnecting Customers, *which will be refunded to the earlier Interconnecting Customer if collected.* Such assessments may occur for a period of up to five years from the Effective Date of the earlier Interconnecting Customer’s Interconnection Service Agreement. (emphasis added)

This Tariff language authorizes Narragansett Electric to properly administer the “sharing of upgrade costs serving more than one customer” and to ensure “that any costs sharing is justified and equitable based on the demands and costs by each project” as averred in Paragraph No. 13 of Green’s Motion to Intervene. The Tariff language allows Narragansett Electric discretion to implement a statutory cost sharing provision where the governing statutory provisions allow Narragansett Electric no such discretion. There is no language in the statute or Tariff that suggests that the above-quoted provisions do not apply to self-performed System Modifications.

**Div 1-7** Explain in detail the position that Green will be advocating for, identifying in your explanation “how the Tariff is unambiguous” and the specific tariff provisions that support Green’s position as averred to in Para. No. 15 in Green’s Motion to Intervene.

**Reply:** As stated in response to Div 1-6 above, Green will advocate for positions that are consistent with the plain language and purpose of the applicable provisions of RI Gen. Laws Section 39-26.3, and the Tariff language implementing such applicable provisions of the statute.

As outlined in response to Div 1-6, the statute and Tariff are unambiguous on the requirement of cost sharing. There is no administrative discretion allowed by the governing Rhode Island law. Just as Narragansett Electric may not charge interconnecting customers for any system improvements that benefit other customers, Narragansett must allow one interconnecting renewable energy customer that upgrades the system to recover any upgrade costs that benefit subsequent interconnecting renewable energy customers. The law does not distinguish between upgrades effectuated by Narragansett Electric or self-performed by the interconnecting customer. Further, any upgrades self-performed by an interconnecting customer must ultimately be donated to Narragansett Electric and then made available to any customer interconnecting a renewable energy project in such a way that they must rely on the previously funded upgrades. The general assembly has resolved that it is equitable that the cost of such upgrades must be allocated fairly among those that benefit from them.

Additionally, the overriding purpose of the governing law has been specified in RI Gen. Laws Section § 39-26.3-1, which states:

**§ 39-26.3-1. Policy objective.**

The general assembly hereby finds and declares that the expeditious completion of the application process for renewable distributed generation is in the public interest. For this reason, certain standards and other provisions for the processing of applications are hereby set

forth to assure that the application process assists in the development of renewable generation resources in a timely manner.

Narragansett Electric's authorization of self-performance of certain project elements expedites the interconnection application, design and upgrade process to assist the development of renewable generation resources in a timely and cost-effective manner. A streamlined administrative process for cost sharing as the statute requires also facilitates the general assembly's stated. No party has argued this policy purpose.

## Matt Ursillo

---

**From:** Matulaitis, Patricia <Patricia.Matulaitis@nationalgrid.com>  
**Sent:** Tuesday, June 9, 2020 4:03 PM  
**To:** Mark DePasquale; Matt Ursillo; Kevin Morin; Kady Adams; Kennedy, John C.; Porcaro, Michael; Broderick, Caitlin; Carro, Frank L.  
**Subject:** Green Development Nooseneck Project-meeting notes 6/3/2020  
**Attachments:** Green Development Nooseneck Hill Project West Greenwich 6 3 2020.docx

Attached please find the meeting notes from our discussion on June 3, 2020 regarding the Green Development Nooseneck Hill project in West Greenwich RI

Please let me know if there are any additions to the notes.  
Thank you  
Pat

Patricia H. Matulaitis  
Lead Energy Integration Consultant  
Customer Energy Integration  
[nationalgrid](#)

Office: 401-267-6671  
Cell: 401-524-0554  
[Patricia.Matulaitis@nationalgrid.com](mailto:Patricia.Matulaitis@nationalgrid.com)

280 Melrose Street  
Providence, RI 02907  
[nationalgridus.com](#) | [Twitter](#) | [LinkedIn](#) | [Facebook](#)

**Please consider the environment before printing this email.**

**Upcoming vacation:**

This e-mail, and any attachments are strictly confidential and intended for the addressee(s) only. The content may also contain legal, professional or other privileged information. If you are not the intended recipient, please notify the sender immediately and then delete the e-mail and any attachments. You should not disclose, copy or take any action in reliance on this transmission.

You may report the matter by contacting us via our [UK Contacts Page](#) or our [US Contacts Page](#) (accessed by clicking on the appropriate link)

Please ensure you have adequate virus protection before you open or detach any documents from this transmission. National Grid plc and its affiliates do not accept any liability for viruses. An e-mail reply to this address may be subject to monitoring for operational reasons or lawful business practices.

For the registered information on the UK operating companies within the National Grid group please use the attached link: <https://www.nationalgrid.com/group/about-us/corporate-registrations>

# **MEETING STATUS 06/03/2020**

## **MEETING HELD BETWEEN NATIONAL GRID AND GREEN DEVELOPMENT**

### **MEETING INFORMATION**

---

**Date:** 06/03/2020 **Location:** Webex  
**Time:** 2:00 pm **Meeting Type:** Conference call  
**Call-In Number:** **Call-In Code:**

**Attendees:** **National Grid: John Kennedy, Pat Matulaitis, Mike Porcaro, Caitlin Broderick, Frank Carro**  
**Green Development: Mark DePasquale, Matt Ursillo, Kevin Morin, Kady Adams**

### **Discussion on Nooseneck Project:**

Questions raised for Nooseneck Hill project:

1. Green Development requested the ability for the civil construction installed by Green Development to be cost shared with future projects.
  - a. Response- National Grid has determined cost sharing will be available for the installation of the civil construction installed by Green Development. Green Development will be required to provide installation cost detail to reflect installation cost of civil work.
2. Green Development has requested either a payment or a credit for the installation of the conduit above their project 2-way ductbank requirements.
  - a. Response- National Grid has determined the manhole and duct system to be reduced from a 6 way to 4 way duct bank, which is National Grid's Standard build for a new underground distribution system. National Grid will not be reimbursing Green for the additional pipes as we will be allowing for future cost sharing.
3. Green Development has inquired on the remaining capacity of the Transmission system as a result of the proposed upgrades from the ASO study.
  - a. Response- As part of the transmission study review process, consistent with best practices, ISO would have difficulty approving any solution that offers zero spare capacity. According to the recent transmission study for RI, the solution provides an element of spare thermal capacity, based on standard wire sizes. The solution was developed in accordance with best practices to balance system needs, construction aspects, and dynamic/steady state system conditions under a series of scenarios.
4. Green Development has inquired on the need to provide 4 pipes to the Nooseneck Point of Interconnection since there does not appear to be any DG projects beyond the Green Development site
  - a. Response- National Grid's standard build for an underground distribution is for a minimum 4 way manhole and duct system and is therefore required.
5. Green Development has requested the ability to interconnect the two-10 MW sites at a reduced size prior to the completion of the Transmission upgrades (500 kW per site for a total of 1MW).
  - a. A reduction in size would not be allowed, queue position dictates along with the requirement for a restudy by ISO.

6. Green Development provided a detailed estimate of the civil construction portion of the project and has requested National Grid to review the estimate and provide comment on the differences between the estimate and National Grid's estimate of the construction.
  - a. Response- National Grid to review and provide comment for the week of 6/22/2020

A meeting will be arranged the week of June 22, 2020 to provide comments on the detailed estimate.

**Exhibit H – Interconnection Service Agreement**

1. **Parties.** This Interconnection Service Agreement (“Agreement”), dated as of \_\_\_\_\_ (“Effective Date”) is for application number “27825278” and Case Number “206311” is entered into, by and between **The Narragansett Electric Company (doing business as National Grid)**, a Rhode Island corporation with a principal place of business at 280 Melrose St., Providence, RI 02907 (hereinafter referred to as the “Company”), and **GD West Greenwich Nooseneck I, a Limited Liability Corporation** with a principal place of business (or residence) at 2000 Chapel View Boulevard, Suite 500, Cranston, RI 02920, (“Interconnecting Customer”). (The Company and Interconnecting Customer are collectively referred to as the “Parties”). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.

2. **Basic Understandings.** This Agreement provides for parallel operation of an Interconnecting Customer’s Facility with the Company EPS to be installed and operated by the Interconnecting Customer at **899 Nooseneck Hill Road, West Greenwich, RI 02817**. A description of the Facility is located in Attachment 1. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company’s Retail Customer, attached as Exhibit I to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement.

All capitalized terms not defined in this Agreement shall have the meaning as defined in Section 1.2 of the Interconnection Tariff, including but not limited to the following terms:

“Affected System” shall mean any neighboring transmission or distribution EPS not under the control of the Company (e.g., a municipal utility, or other regulated distribution or transmission utility, which may include Affiliates, or ISO-NE, as defined herein).

“Company EPS” shall mean the electric power system owned, controlled or operated by the Company used to provide distribution service to its Customers.

“System Modifications” shall mean modifications or additions to Company facilities that are integrated with the Company EPS for the benefit of the Interconnecting Customer.

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

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized (“Authorization Date”).

3. **Term.** This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.

4. **Termination.**

4.1 This Agreement may be terminated under the following conditions.

4.1.1 The Parties agree in writing to terminate the Agreement.

4.1.2 The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.

4.1.3 The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.

4.1.4 The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the



**Exhibit H – Interconnection Service Agreement**

Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

**4.1.5** The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Commission regulations or state law that have a material adverse effect on the Company's ability to perform its obligations under the terms of this Agreement.

**4.2 Survival of Obligations.** The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.

**4.3 Related Agreements.** Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

**5.General Payment Terms.** The Interconnecting Customer shall be responsible for:

- a. the Company's System Modification costs pursuant to the Interconnection Tariff, subject to Section 5.1 below;
- b. any resulting Affected System operator(s) costs for its requirements, including, without limitation, modifications to the electric power system of the Affected System operator(s) and operation and maintenance costs;
- c. any costs for modified or additional Company studies and/or System Modifications necessitated as a result of the Affected System operator requirements.

With respect to any Affected System operator costs, the Interconnecting Customer shall be directly responsible to the Affected System operator provided, however, the Company may, in its sole discretion, elect to include the additional Affected System operator costs in the Company's agreements. Where the Company includes the Affected System operator(s) costs in its agreements, the costs will be collected by the Company and passed-through to the Affected System operator(s).

Attachments shall include additional terms and conditions associated with the Company's and, if applicable, Affected System operator costs and payment terms.

**5.1 Cost or Fee Adjustment Procedures.** The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate. The foregoing cost adjustment procedures shall only apply to the Company System Modification costs in Section 5(a) above, as detailed in the Impact Study, Detailed Study as necessary and/or ISRDG completed as of the date this Agreement is issued in executable form. The Interconnecting Customer shall be responsible for the actual Affected System operator costs, including operation and maintenance costs, and any additional Company costs necessitated as a result of the Affected System operator requirements, none of which shall be subject to any cost caps or limitations.

**5.2 Final Accounting.** The Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement and all Company work orders have been closed, shall provide Interconnecting Customer with a final accounting report of any difference between the (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications and for any Impact or Detailed Study performed by the Company, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications and studies. Costs that are statutorily-based shall not be subject to either a final accounting or reconciliation under this provision (e.g. statutorily set study fees for the ISRDG), but may be reconciled at any time only if the costs exceed the statutory fee, and the Company seeks to collect actual costs in accordance with the applicable statute. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement for the System Modifications and in the Impact and/or Detailed Study Agreements (as applicable) for the studies performed by the Company exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty five (45) days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this applicable agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) days of the provision of such final accounting report.



**Exhibit H – Interconnection Service Agreement**

**6. Operating Requirements**

**6.1 General Operating Requirements.** Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of the Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

**6.2 No Adverse Effects; Non-interference.** Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

**6.3 Safe Operations and Maintenance.** Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

**6.4 Access.** The Company shall have access to the disconnect switch of the Facility at all times.

**6.4.1 Company and Interconnecting Customer Representatives.** Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

**6.4.2 Company Right to Access Company-Owned Facilities and Equipment.** If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

**6.4.3 Right to Review Information.** The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

**7. Disconnection**

**7.1 Temporary Disconnection**



**Exhibit H – Interconnection Service Agreement**

**7.1.1 Emergency Conditions.** Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

**7.1.2 Routine Maintenance, Construction and Repair.** Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven (7) calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven (7) days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

**7.1.3 Forced Outages.** During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

**7.1.4 Non-Emergency Adverse Operating Effects.** The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of forty five (45) days to correct such adverse operating effect has elapsed.

**7.1.5 Modification of the Facility.** Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

**7.1.6 Re-connection.** Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

**7.2 Permanent Disconnection.** The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

**7.2.1** The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

- 8. Metering.** Metering of the output from the Facility shall be conducted pursuant to the terms of the Interconnection Tariff.
- 9. Assignment.** Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.



**Exhibit H – Interconnection Service Agreement**

**10. Confidentiality.** Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.

**11. Insurance Requirements.**

**11.1 General Liability.**

11.1(a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:

- i. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
- ii. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
- iii. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
- iv. Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for eligible net metered customers which are exempt from insurance requirements.

11.1(b) No insurance is required for a Facility with a Gross Nameplate Rating less than or equal to 50 kW that is eligible for net metering. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.

11.1(c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.

11.1(d) The general liability insurance required to be purchased in this Section may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.

11.1(e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.

11.1(f) In the event the State of Rhode Island and the Providence Plantations, or any other governmental subdivision thereof subject to the claims limits of R.I.G.L. Chapter 9-31 (hereinafter referred to as the "Governmental Entity") is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of R.I.G.L. Chapter 9-31 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of R.I.G.L. Chapter 9-31 by the Governmental Entity.

**11.2 Insurer Requirements and Endorsements.** All required insurance shall be carried by reputable insurers qualified to underwrite insurance in RI having a Best Rating of "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to



**Exhibit H – Interconnection Service Agreement**

Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (e) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

**11.3 Evidence of Insurance.** Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three (3) years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company.

**11.4** All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued, updated and submitted yearly to the following:

**National Grid**  
**Attention: Risk Management**  
**300 Erie Blvd West**  
**Syracuse, NY 13202**

**12. Indemnification.** Except as precluded by the laws of the State of Rhode Island and the Providence Plantations, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.

**13. Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever. The Interconnecting Customer further understands and acknowledges that, consistent with Section 3.4(c) of the Interconnection Tariff, the Company will coordinate with the Affected System operator(s) to facilitate the interconnection of the Facility to the Company's EPS, however the Company does not represent the Affected System operator(s) and is not responsible for any action or inaction on the part of the Affected System operator(s). The Affected System operator(s) are not parties to this Agreement even though the Company may incorporate some Affected System operator(s) requirements herein. The Company disclaims any and all responsibility and liability in connection with any Affected System Operator(s) studies and upgrades and the Interconnecting Customer hereby waives recourse against and releases the Company, its directors, officers, employees and agents from any and all losses, penalties, claims, demands, fees, damages or other liabilities arising from or attributable to, either directly or indirectly, such Affected System Operator(s) studies and upgrades.

**14. Amendments and Modifications.** No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.

**15. Permits and Approvals.** Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications the Interconnecting Customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility, the Customer will notify the Company that it has obtained all permits necessary. Upon request, the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.



**Exhibit H – Interconnection Service Agreement**

- 16. Force Majeure.** For purposes of this Agreement, "Force Majeure Event" means any event:
- a. that is beyond the reasonable control of the affected Party; and
  - b. that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lighting, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

**17. Notices.**

**17.1** Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company:  
**The Narragansett Electric Company**  
Attention: **Distributed Generation**  
40 Sylvan Road  
Waltham, MA 02451-1120  
E-mail: [distributed.generation@nationalgrid.com](mailto:distributed.generation@nationalgrid.com)

If to Interconnecting Customer:  
**GD West Greenwich Nooseneck I, LLC**  
Attention: **Mark DePasquale**  
2000 Chapel View Boulevard, Suite 500  
Cranston, RI 02920  
Phone: **401-295-4998**  
E-mail: [md@green-ri.com](mailto:md@green-ri.com)

**17.2** A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 17.1.

**17.3** The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

**18. Default and Remedies**

**18.1 Defaults.** Any one of the following shall constitute "An Event of Default."

- (i) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
- (ii) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

**Exhibit H – Interconnection Service Agreement**

**18.2 Remedies.** Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a. Continue to perform and enforce this Agreement;
- b. Recover damages from the defaulting Party except as limited by this Agreement;
- c. By written notice to the defaulting Party terminate this Agreement;
- d. Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

**19. Entire Agreement.** This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.

**20. Sup precedence.** In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Commission approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.

**21. Governing Law.** This Agreement shall be interpreted, governed, and construed under the laws of the State of Rhode Island and the Providence Plantations without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

**22. Non-waiver.** None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

**23. Counterparts.** This Agreement may be signed in counterparts.

**24. No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.

**25. Dispute Resolution.** Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.

**26. Severability.** If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.

**27. Signatures.** IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

GD West Greenwich Nooseneck I, LLC:

The Narragansett Electric Company (d/b/a National Grid):

Name:

Mark P DePasquale

Name:

\_\_\_\_\_

Title:

CEO

Title:

\_\_\_\_\_

Date:

7/9/20

Date:

\_\_\_\_\_

Signature:

[Handwritten Signature]

Signature:

\_\_\_\_\_

Application Number: 27825278

Page 8 of 20

Signing Customer Initials: MD



**Exhibit H – Interconnection Service Agreement**

**Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling**

**Interconnecting Customer** has proposed a 10,000 kW photovoltaic system located at 899 Nooseneck Hill Road, West Greenwich, RI 02817. The proposed Facility is an **Independent Power Producer (“IPP”)**. Facilities will interconnect to the Company’s electric system via the **Kent County Substation, 34.5 kV distribution feeder 3310, (“Point of Interconnection” or “POI”)**.

**a. Description of proposed design/configuration:**

Case 206311 (Southern Array)

- (i) Three (3) sets of four (4) paralleled Interconnecting Customer owned TMEIC Solarware Ninja PVU-L0880GR 880 kW / 880 kVA Inverters each de-rated to 833.33 kW / kVA for a total of 10,000 kW/kVA of inverter-based DG
  - (ii) Three (3) Interconnecting Customer owned 3,392 kVA 34.5 kV Delta Primary and 660V Grounded-wye secondary interface transformers with impedances of  $Z=7.25\%$  and an X/R ratio of 10
  - (iii) One (1) Interconnecting Customer owned recloser controlled by an SEL-651R relay assembly
  - (iv) One (1) Interconnecting Customer owned 1200 A 1984X-45F Vector load break switch, accessible to the Utility 24/7
- b. Metering:** The Company will install (1) pole mounted primary meter, please refer to ESB 750 and ESB 756 Appendix D for service installation and primary meter installation.

- c. PCC:** The Company’s design personnel will determine the exact location of the Company’s equipment and the Interconnecting Customer’s gang operated disconnect. The Interconnecting Customer’s gang operated disconnect must be accessible by the Company’s personnel at all times, and be capable of being locked open and tagged by Company personnel. The Point of Common Coupling (PCC) will be designated as the Company’s primary meter. The Interconnecting Customer must install their Facilities up to the Company revenue meter. The Interconnecting Customer must provide sufficient conductor to allow the Company to make final connections at the meter pole. The Company will provide final connection of the Interconnecting Customer conductors to the Company meter.



**Exhibit H – Interconnection Service Agreement**

**Attachment 2a: Description of System Modifications (Distribution)**

Company System Modifications required for the interconnection of 10,000 kW (AC) application as identified in the Impact Study are as follows:

**On the Interconnecting Customer's property:**

Description is common to Case 206311 - RI 27825278 and Case 206313 - 27888883

- Install approximately 900 circuit feet of 3-1/2-477 Al Bare conductor and associated equipment
  - Install one (1) gang operated load break switch
  - Install one (1) pole top recloser
  - Install 2-10 kVA poles mounted transformers
  - Install six (6) 50'-0" class 1 poles
- Description is specific to Case 206311 - RI 27825278
- Install one (1) set of disconnect switches
  - Install one (1) primary revenue metering assembly
  - Install one (1) 50'-0" class H1 pole
  - Install two (2) 50'-0" class 1 poles

**On the Company's Distribution Circuit:**

- Extend the Kent County 3310, 34.5 kV circuit underground from proposed pole 23-26 Hopkins Hill Road, West Greenwich to the 3310 PCC-POI located at 899 Noosenck Hill Road, West Greenwich (approximately 5.3 miles)
- Provide engineering design support and supervision for underground civil construction.
- Approximately 34,100 circuit foot line extension from Hopkins Hill Road to the Facilities, which includes: (Section 2.2) o ~31,300 circuit feet of 3-1/C 1000 kemil SCU EPR Cable (The Customer will only be responsible for costs associated with installing 3-1/C 500 kemil SCU EPR)
- The Customer has agreed to the installation of the manhole and duct system associated with the 5.3 mile UG line extension. All Company owned underground facilities are to be installed in a concrete-encased duct & manhole system designed and built to Company Construction Standards and approved by the Company prior to construction and covering.
- Interconnecting Customer to develop civil design for underground man hole and duct system and provide (i) all survey work, (ii) pulling calculations and (iii) underground manhole and duct system civil design drawings in sufficient detail and taking into account the Company provided specifications and guidelines for review and approval by Company and Interconnection Customer adjusts as required any deliverables under (i) thru (iii) in a fashion that allows Company to approve the Interconnecting Customer provided underground civil drawings in order for the Company to start its portion of the underground design.
- The estimated schedule assumes standard tariff timeframe for both submittals and approvals. If submittal exceed tariff standards they may be extended accordingly.

Interconnecting Customer is responsible to obtain any necessary non-environmental permits from the relevant town(s) prior to beginning construction. Such non-environmental permits include, but are not limited to special permits, grants of location, height variances, and street opening permits. The Customer must provide proof of such permits prior to beginning construction.

It will be the responsibility of the Interconnecting Customer, at its sole cost and expense, to secure and obtain in favor of itself and the Company, the following: any and all rights, consents, permits, approvals, and easements (free and clear from any encumbrances), as are required for the Company's System Modifications on any Interconnecting Customer-owned property or any third-party owned property ("Third Party Rights and Approvals"). The Interconnecting Customer shall use the Company's standard form when obtaining all Third Party Rights and Approval, as applicable. The Company will seek to obtain, at the Interconnecting Customer's sole cost and expense, any and all rights, consents, permits, approvals, and easements for the System Modifications on any Company owned property or within any public roadway as the Company determines necessary in its sole discretion ("Other Rights and Approvals"; together with Third Party Rights and Approvals referred to as "System Modification Required Approvals"). The Interconnecting Customer will fully cooperate with the Company in obtaining the Other Rights and Approvals. The Company shall not be required to accept any System Modification Required Approvals that are not in form or on terms satisfactory to the Company in its sole discretion, or that impose additional liabilities or costs on the Company. The Company shall not be required to appeal or challenge the denial of any System Modification Required Approvals or the imposition of any unsatisfactory term or condition. The Company shall not be obligated to commence the construction of the System Modifications unless and until it has received all System Modification Required Approvals

**Exhibit H – Interconnection Service Agreement**

in accordance with this provision, and Sections 5 and 15 of this Agreement, above, and the Company's Standards for Connecting Distributed Generation, R.I.P.U.C. No. 2180, as amended from time to time.

**At the Company's substation:**

- Overcurrent setting change at the Kent County 3310 Station Breaker
- Add load encroachment to the Kent County T7 direction overcurrent relay

**Attachment 2b: Description and specific requirements of ASO (Affected System Operator) Upgrades (Transmission)**

- Replace all existing conductor, conductor hardware, and insulators on the G185N transmission line between Kent County and Drumrock substations. New conductor will be 1590 kenil ACSS.
- Replace all insulators and conductor hardware on the K189 transmission line at the Kent County substation terminal structure, the Drumrock substation terminal structure, K189 structure #1, and K189 structure #1A.





**Exhibit H – Interconnection Service Agreement**

**Attachment 3a: Costs of System Modifications Re-Study and Cost-Allocation, , Third Party Costs, and Payment Terms (Distribution)**

This application (RI-27825278 ) is one of two Facilities for 10,000 kW (20,000 kW in the aggregate) that the Interconnecting Customer has agreed to being studied together for common System Modifications. The Interconnecting Customer understands and agrees that, notwithstanding the costs detailed in this Agreement, if either of the applications (RI-27825278 and RI 27888883) does not move forward with the interconnection of a Facility to the Company's electric power system, the total common System Modification costs will be re-estimated and reallocated to the remaining Facility, as determined by the Company in its sole discretion. Note that the Company will not proceed with construction unless it has received adequate payment for common System Modification costs from all applicable Interconnecting Customers.

At present, the total System Modification costs associated with these two Facilities is estimated to be \$4,868,376.

At present, System Modification costs associated with this application are estimated to be \$2,437,938 +/- 25% and itemized as follows:

- Cost of witness testing, engineering review, EMS Integration and implementation Total cost of common System Modifications on the Interconnecting Customer's (or other private) property as mentioned in Attachment 2a above: **\$239,602** (includes capital, removal, and O&M costs). The cost for this modification will be shared on a pro-rata basis with RI-27825278 and RI 27888883. RI 27825278 will be responsible for 50% or **\$119,801**.
- Total cost of common System Modifications on the Company's distribution system as mentioned in Attachment 2a above is \$4,008,123 (includes capital, removal, and O&M costs). The cost for these System Modification will be shared by RI-27825278 and RI 27888883 on a pro-rata basis . RI 27825278 will be responsible for 50% or **\$2,004,062**.
- Total cost of common System Modifications at the distribution side of the **Kent County** Substation as mentioned in Attachment 2a above is \$17,600 (includes capital, removal, and O&M costs). The cost for these System Modifications will be shared by RI-27825278 and RI 27888883 on a pro-rata basis. RI 27825278 will be responsible for 50% or **\$8,800**.
- Total cost of the donated property taxes associated with the civil construction is \$125,000. The cost for the donated property will be shared by RI-27825278 and RI 27888883. RI-27825278 will be responsible for 50% or **\$62,500**
- Cost of witness testing, engineering review, EMS Integration an implementation of protective device settings: **\$7,500**.
- Tax gross-up adder on capital costs is or **\$235,275**. (A 2020 tax rate of 11.08% is expected to apply to contributions in aid of construction ("CIAC") payments received by The Narragansett Electric Company from the Interconnecting Customer, and a 2020 tax rate of 9.90% is expected to apply to CIAC payments associated with substitution modifications for interconnections. The calculation of the tax gross-up adder is included in this cost estimate on the basis of tax guidance published by the Internal Revenue Service, but tax rates and decisions are ultimately subject to IRS discretion. By signing this Agreement, the Interconnecting Customer understands and agrees that the tax has been estimated for convenience and that the Interconnecting Customer remains liable for all tax due on CIAC payments, payable upon the Company's demand.

**Re-Study and Cost Re-Allocation**

The Interconnecting Customer understands and agrees that, notwithstanding the costs detailed in this Agreement, if the other Facility does not move forward with its interconnection to the Company's electric power system, the Facility's interconnection may need to be restudied, and the System Modification costs will be re-estimated for both Facilities as described in attachment 1 above as determined by the Company in its sole discretion. In such a case, the Interconnecting Customer shall be responsible for the full amount of any study costs and increase in the costs in order to continue with the Facility's interconnection under this Agreement, including its pro-rata share of any re-estimated and re-allocated costs.

The System Modification costs were developed by the Company with a general understanding of the project and based upon information provided by the Interconnecting Customer in writing and/or collected in the field. The cost estimates were prepared using historical cost data, data from similar projects, and other assumptions, and while they are presumed valid for 60 business days from the date of the Impact/Group Study, the Company reserves the right to adjust those estimated costs as authorized under this Agreement, the Tariff, or by law and to require the Interconnecting Customer to pay any such additional costs.



**Exhibit H – Interconnection Service Agreement**

**Other Requirements Costs**

It will be the responsibility of the Interconnecting Customer, at its sole cost and expense, to secure and obtain in favor of itself and the Company, the following: any and all rights, consents, permits, approvals, and easements (free and clear from any encumbrances), as are required for the Company's System Modifications on any Interconnecting Customer-owned property or any third-party owned property ("Third Party Rights and Approvals"). The Interconnecting Customer shall use the Company's standard form when obtaining all Third Party Rights and Approval, as applicable. The Company will seek to obtain, at the Interconnecting Customer's sole cost and expense, any and all rights, consents, permits, approvals, and easements for the System Modifications on any Company owned property or within any public roadway as the Company determines necessary in its sole discretion ("Other Rights and Approvals"; together with Third Party Rights and Approvals referred to as "System Modification Required Approvals"). The Interconnecting Customer will fully cooperate with the Company in obtaining the Other Rights and Approvals. The Company shall not be required to accept any System Modification Required Approvals that are not in form or on terms satisfactory to the Company in its sole discretion, or that impose additional liabilities or costs on the Company. The Company shall not be required to appeal or challenge the denial of any System Modification Required Approvals or the imposition of any unsatisfactory term or condition. The Company shall not be obligated to commence the construction of the System Modifications unless and until it has received all System Modification Required Approvals in accordance with this provision, and Sections 5 and 15 of this Agreement, above, and the Company's Standards for Connecting Distributed Generation, R.I.P.U.C. No. 2180, as amended from time to time.

The total cost of common System Modifications and the Facility's System Modification costs do not include any costs for third party rights and approvals, including without limitation any Verizon costs and charges (and fees for services related thereto), for which the Interconnecting Customer may be directly responsible. Additional costs may be involved if the required pole work takes place in Verizon's maintenance areas. These costs will be billed directly to the Interconnecting Customer by Verizon.

Third party costs, to the extent applicable, are in addition to the total common System Modifications costs and the Facility's System Modification Costs and must be paid directly by the Interconnecting Customer to the appropriate third party.

**Payment Terms**

System Modifications costs may be paid in full if less than \$25,000, or if greater than \$25,000 in scheduled payments (per Section 5.5 of R.I.P.U.C. No. 2180):

- The first payment (30%) of \$731,381 is due when the Exhibit H-Interconnection Service Agreement is returned to the Company with Interconnecting Customer's signature. The invoice, including payment instructions, will be sent to the Interconnecting Customer. Proof of payment is required.
- The second payment (50%) of \$1,218,969 is due within 15 business days from the receipt of the second payment invoice. The second payment invoice will be sent when the Company reaches that point in design when long-lead time material items are ready to be ordered, or no later than 11/01/2020. An invoice, including payment instructions, will be sent to the Interconnecting Customer
- The final payment (20%) of \$487,588 is due within 15 business days from the receipt of the final payment invoice. The final payment invoice will be sent when the Company reaches that point in construction in the pulling of the underground cable or no later than 04/01/2021. An invoice, including payment instructions, will be sent to the Interconnecting Customer.

If the design of the System Modifications changes during the design as a result of permitting or access issues, the Company reserves the right to adjust the cost of the Systems Modifications prior to issuing the second and final invoice.

A more detailed breakdown of estimated costs may be found within the System Impact Study dated 06/25/2020.

The physical construction of System Modifications will not commence until full payment is received. Nothing herein shall prevent the Interconnecting Customer from making any payment, or the full payment, due to the Company earlier than the dates provided above. Funds received may be immediately expended or committed as determined by the Company in its sole discretion.



**Exhibit H – Interconnection Service Agreement****Attachment 3b: Cost of ASO Upgrades and DAF Charges (Transmission), Ongoing Cost Security, ISO-NE Study and Operating Requirements;**

This 10 MW project is one of the applications that required the ASO upgrades identified in the Western RI Area ASO Study. The Interconnecting Customer understands and agrees that, notwithstanding the costs detailed in this Agreement, if any of the applications in the Western RI Area ASO Study does not move forward with the interconnection of a facility to the Company's electric power system, the total Affected System operator ("ASO") upgrade costs will be re-estimated and reallocated among the remaining Facilities, as determined by the Company in its sole discretion. Note the Company will not proceed with construction unless it has received adequate payment for ASO upgrade costs from all applicable customers.. All ASO upgrade costs are payable in full and fully reconcilable.

At present, the Western RI Area ASO Study upgrades associated with these projects is estimated to be **\$2,633,205**

At present, ASO upgrades associated with this application are estimated to be **\$281,831** and itemized as follows:

- Total cost of ASO upgrades, as referenced in Attachment 2b for the G185N transmission line is \$2,366,804. The cost for this ASO upgrade will be shared on a pro-rata basis with (all the projects in the study). RI 27825278 will be responsible for 10.7% or **\$229,194**.
- Total cost of ASO upgrades referenced in Attachment 2b for the K189 transmission line is \$266,401. The cost for this modification will be shared on a pro-rata basis with (all the projects in the study). RI 27825278 will be responsible for 10.7% or **\$25,750**.

ASO upgrade costs include without limitation, all costs associated with acquiring land, rights of way, easements, permitting, purchasing equipment and materials, installing, constructing, interconnecting, and testing the facilities, metering and telecommunications; O&M and engineering costs; all related overheads; and any and all associated taxes and government fees.

- Tax gross-up adder on transmission capital costs is **\$26,887** (A 2020 tax rate of 13.07% is expected to apply to contributions in aid of construction ("CIAC") payments received by The Narragansett Electric Company from the Interconnecting Customer. The calculation of the tax gross-up adder is included in this cost estimate on the basis of tax guidance published by the Internal Revenue Service, but tax rates and decisions are ultimately subject to IRS discretion. By signing this Agreement, the Interconnecting Customer understands and agrees that the tax has been estimated for convenience and that the Interconnecting Customer remains liable for all tax due on CIAC payments, payable upon the Company's demand.

**Direct Assignment Facility (DAF) Charges**

In addition to the payment for the initial construction of the ASO upgrades, this application will be assessed on a monthly basis for the carrying charges for the actual costs of the ASO upgrades. These charges are calculated and charged to the Company by the ASO in accordance with Schedule 21-NEP, Attachment DAF, to the ISO-NE Open Access Transmission Tariff ("DAF Charges"). DAF Charges are calculated by multiplying actual total ASO Gross Plant Investment by the Annual Transmission Carrying Charge rate that is in effect at the time (adjusted annually). The Annual Transmission Carrying Charge rate shown below is provided for illustrative purposes only.

The estimated calculation for the DAF Charge is detailed below and will be recalculated based on the actual reconciled costs:

Estimated Total ASO Gross Plant Investment	<b>\$2,302,000</b>
ASO (NEP) Carrying Charge	<b>5.49%</b> (this is an annual charge, and is subject to change over time)
Annual Transmission Carrying Charge	<b>\$126,380</b>
Estimated Monthly billing	<b>\$10,532</b>
This application's pro-rata share	<b>\$1,127</b>

**Ongoing Costs Security**

On or before the date on which Interconnecting Customer pays the Company's final invoice, Interconnecting Customer shall deliver to the Company, at the Interconnecting Customer's election, cash equal to the sum of the total of four (4) months of the DAF Charges for which Interconnecting Customer is responsible under this Agreement or a letter of credit, in form and substance complying with the requirements of this Attachment 3b and also acceptable to the Company, such acceptance not to be unreasonably withheld or delayed, having a face amount at least equal to the sum of the total of four (4) months of the DAF Charges for which Interconnecting Customer is responsible under this Agreement.



**Exhibit H – Interconnection Service Agreement**

Following the date as of which the Interconnecting Customer is no longer obligated to pay any DAF Charges pursuant to or in connection with this Agreement, Interconnecting Customer may cause a one-time reduction in the face amount of the Ongoing Costs Security by an amount equal to the DAF Charges. Interconnecting Customer shall maintain the Ongoing Costs Security, any revisions, modification or amendment thereof, and any replacement for such Ongoing Costs Security, in full force and effect at all times, provided, however, that Interconnecting Customer may terminate the Ongoing Costs Security, any revisions, modification or amendment thereof, and any replacement for such Ongoing Costs Security, only from and after the date as of which Interconnecting Customer is no longer obligated to pay any DAF Charges pursuant to or in connection with this Agreement. The Company shall have the right to draw upon the Ongoing Costs Security provided under this Agreement, any revisions, modification or amendment thereof, and any replacement for such Ongoing Costs Security, from time to time, in the event that the Interconnecting Customer fails to timely meet any of its obligations under this Agreement, including, without limitation, with respect to payment of DAF Charges, as well as any interest and penalties.

The Interconnecting Customer shall be solely responsible for all costs associated with each letter of credit (each, a "Letter of Credit") provided pursuant to this Agreement, including, without limitation, the costs of obtaining, maintaining and replacing such Letter of Credit and reimbursement of each Letter of Credit Bank (as such terms are defined below). Each Letter of Credit shall be in a form and substance complying with the requirements of this Agreement and also acceptable to the Company, such acceptance not to be unreasonably withheld or delayed. Each Letter of Credit shall be an irrevocable, unconditional, and transferable standby letter of credit issued by a U.S. commercial bank or a U.S. branch of a foreign bank (the "Letter of Credit Bank") provided that the Interconnecting Customer is not an affiliate of the Letter of Credit Bank, the Letter of Credit Bank has at least ten billion dollars (\$10,000,000,000) in assets and the Letter of Credit Bank's lowest credit rating is at least A2 from Moody's Investors Service or A from Standard and Poor's Ratings Services ("Letter of Credit Bank Requirement(s)"). If at any time (i) the Letter of Credit Bank fails to satisfy any Letter of Credit Bank Requirement, or (ii) the Letter of Credit Bank advises that it will not renew the applicable Letter of Credit beyond its current expiration date ("Notice of Cancellation"), then, the Interconnecting Customer shall deliver a replaceable letter of credit from a bank meeting the Letter of Credit Bank Requirements and the other requirements of this Agreement. Such replacement letter of credit shall be delivered to the Company promptly but in no event later than ten (10) Calendar Days following the date on which the Company notifies the Interconnecting Customer that the Letter of Credit Bank first fails to satisfy any Letter of Credit Bank Requirement or, in the case of a Notice of Cancellation, thirty (30) Calendar Days prior to the current expiration date of the applicable Letter of Credit. If Interconnecting Customer fails to provide such replacement Letter of Credit by the applicable date contemplated by this Agreement, the Company shall have the immediate right to draw the full amount remaining under the applicable existing Letter of Credit.

Any Letter of Credit delivered pursuant to this Agreement, as such Letter of Credit may be replaced, revised, modified, or amended, from time to time, as contemplated above, shall serve as security for Interconnecting Customer's obligations under this Agreement, including, without limitation and as applicable, capital cost payment responsibilities and obligations relating to design and installation of ASO upgrades and DAF Charge payment obligations.

Interconnecting Customer shall maintain each Letter of Credit provided under this Agreement, any revisions, modification or amendment thereof, and any replacement for such Letter of Credit, in full force and effect at all times; provided, however, that any Letter of Credit, any revision, modification or amendment thereof, and any replacement for such Letter of Credit, may be terminated only if and when termination of the applicable Letter of Credit is expressly permitted by the terms of this Agreement. The Company shall have the right to draw upon each Letter of Credit provided under this Agreement, any revisions, modification or amendment thereof, and any replacement for such Letter of Credit, from time to time, in the event the Interconnecting Customer fails to timely and fully meet any of its obligations under this Agreement or as otherwise permitted or contemplated by this Agreement.

If Interconnecting Customer fails to make any payments required under this Agreement or fails to provide and maintain the security contemplated above, each in the form, amounts, and at the times, required, the Company may exercise any rights, and pursue any remedies, available to it under this Agreement or the Interconnection Tariff. If any payment date or other due date specified in this Agreement falls on a weekend or a federal bank holiday, then such payment or due date shall be deemed to be the next business day. The face amount of any Letter of Credit represents an estimate only; the actual amount for which the Interconnecting Customer is responsible under this Agreement may be different than such estimates. For the avoidance of doubt, Interconnecting Customer shall be responsible for any tax obligations the Company may incur in drawing upon any Letter of Credit.

**ISO-NE Operating Requirement**

This is part of a group of generating Facilities within close proximity, as determined by ISO-NE, which equals or exceeds an aggregate of 5MW [This is a Facility whose export equals or exceeds 5 MW] and will be required to comply with ISO-NE's requirements, including Operating Procedure No. 14. Prior to the Company providing Authorization to Interconnect, the Interconnecting Customer will be required to provide evidence that it has complied with all applicable ISO-NE registration requirements. Additionally, ISO-NE may determine that there are additional ASO upgrade costs.

**Exhibit H – Interconnection Service Agreement**

**Payment Terms ASO upgrade costs :**

- The first payment (30%) of **\$84,549** is due when the Exhibit H-Interconnection Service Agreement is returned to the Company with Interconnecting Customer signature. The invoice, including payment instructions, will be sent to the Interconnecting Customer. Proof of payment is required.
- The second payment (50%) of **\$140,915** is due within 15 business days from the receipt of the second payment invoice. The second invoice will be sent when the Company reaches that point in design when long-lead time material items are ready to be ordered, or no later than 11/01/2020. An invoice, including payment instructions, will be sent to the Interconnecting Customer.
- The final payment (20%) of **\$56,367** is due within 15 business days from the receipt of the final payment invoice. The final invoice will be sent when the Company reaches that point in design when long-lead time material items are ready to be ordered, or no later than 04/01/2021. An invoice, including payment instructions, will be sent to the Interconnecting Customer.

**Attachment 4: Special Operating Requirements, if any**

The generating system may only normally generate onto the 3310 feeder and National Grid's Regional Control Center must first give permission to the Interconnecting Customer to allow the operation of their system. The generator may not be allowed to operate with the local electrical power system (EPS) in an abnormal state. To ensure the safe and reliable operation of the Company's EPS, the Company may choose to disconnect the Interconnecting Customer at the PCC when abnormal system conditions develop and/or circuit reconfiguration takes place on the EPS.

1. The Interconnecting Customer is required to adhere to the following standards which are incorporated in their entirety by reference:
  - a. The Company's Standards for Interconnecting Distributed Generation (R.I.P.U.C. 2180), available at: [http://www.nationalgridus.com/ion\\_html/RI\\_DG\\_Interconnection\\_Tariff.pdf](http://www.nationalgridus.com/ion_html/RI_DG_Interconnection_Tariff.pdf)
  - b. Electric System Bulletin 750 "Specifications for Electrical Installations". ESB 750, available at: [http://www.nationalgridus.com/ion\\_html/shared\\_constr\\_esb750.pdf](http://www.nationalgridus.com/ion_html/shared_constr_esb750.pdf)
  - c. Electric System Bulletin 756 "Requirements for Parallel Generation Connected to a National Grid-Owned EPS". ESB756D, available at: [www.nationalgridus.com/ion\\_html/shared\\_constr\\_esb756.pdf](http://www.nationalgridus.com/ion_html/shared_constr_esb756.pdf)
2. The Interconnecting Customer is required to address any outstanding requirements (that are not explicitly addressed herein), which are described in the most recent application review memo and/or study report (which is hereby incorporated in its entirety) provided by the Company on or prior to the Effective Date of this Interconnection Service Agreement.
  - a. If the Effective Date of this Interconnection Service Agreement precedes the issuance of a required Detailed Study by the Company, the Interconnecting Customer is also required to address any outstanding requirements described in the Detailed Study Report upon its issuance.
3. Interconnecting Customer shall adhere to the requirements identified in the and/or Impact Study dated 06/25/2020
4. Interconnecting Customer shall provide Compliance Documentation, including photographs, as requested by, and to the satisfaction of, the Company.
5. Interconnecting Customer may not be allowed to operate with the local EPS in an abnormal state. To ensure the safe and reliable operation of National Grid's EPS, National Grid may disconnect the Customer at the PCC when abnormal system conditions develop and/or circuit reconfiguration takes place on the EPS.
6. Per section 6.4 of this Agreement, Interconnecting Customer shall provide an external AC UTILITY DISCONNECT, accessible at all times by Company personnel.



**Exhibit H – Interconnection Service Agreement**

7. Interconnecting Customer's AC UTILITY DISCONNECT switch shall be labeled "AC UTILITY DISCONNECT".
8. The AC UTILITY DISCONNECT shall be gang operated, have a visible break when open, be rated to interrupt the maximum generator output and be capable of being locked open, tagged and grounded on the Company side by Company personnel. The visible break requirement can be met by opening the enclosure to observe the contact separation. The Company shall have the right to open this disconnect switch in accordance with the Interconnection Tariff. The switch has to be installed at the DR output on the current carrying lines. Shunt mechanisms are not permitted.
9. If the AC UTILITY DISCONNECT switch is not adjacent to the meter and/or PCC, Interconnecting Customer shall provide a permanent plaque locating the switch.
10. All plaques as described in NEC 705.10, 705.12 (7), 690.56, 692.4 and 705.70 shall be installed, as applicable.
11. All Interconnecting Customer-Owned meters shall be labeled "CUSTOMER-OWNED METER"
12. Interconnecting Customer shall install a permanent plaque or directory at the revenue meter and at the PCC with a warning about the generator(s) installed.
13. Interconnecting Customer shall be responsible for providing necessary easements and/or environmental and/or municipal permits, as requested by the Company.
14. For Facilities greater than 25kW, Interconnecting Customer shall provide a means of communication to the Company's revenue meter. This may be accomplished with an analog/POTS (Plain Old Telephone Service) phone line (capable of direct inward dial without human intervention or interference from other devices such as fax machines, etc.), or – in locations with suitable wireless service, a wireless meter. Feasibility of wireless service must be demonstrated by Interconnecting Customer, to the satisfaction of the Company. If approved, a wireless-enabled meter will be installed, at the Interconnecting Customer's expense. If and when the Company's retail tariff provides a mechanism for monthly billing for this service, the Interconnecting Customer agrees to the addition of this charge to their monthly electric bill. Interconnecting Customer shall have the option to have this charge removed, if and when a POTS phone line the Company's revenue meter is provided.
15. For Facilities with redundant relaying, Company witness testing will be required. Interconnecting Customer shall develop, and provide for approval, a functional test procedure, including settings for relaying scheme. Witness test plan must be approved by Company prior to scheduling Company personnel for witness test.
16. Interconnecting Customer may only generate onto the feeder referenced in the Impact Study. The Company's Regional Control Center must first give permission to the Interconnecting Customer to allow the operation of their system.
17. Interconnecting Customer's protection scheme submitted for review must meet the Company's specific protection requirements. Interconnecting Customer shall submit a PE stamped one-line, including relay settings, that meets the requirements specified within this document to the Company for review and approval, before a Witness Test plan can be reviewed. Please refer to "Expedited/Standard Process Completion Documentation Checklist", per Company's website for additional required documentation.
18. In order to minimize the impact of the proposed generation on the EPS and area customers, the Company will require that the reactive contribution of the PV interconnection be maintained between a 99% leading and lagging power factor at the PCC during the normal operation of the PV array. In addition, the PV interconnection shall not contribute to greater than a 3.0% change in voltage on the Company's EPS under any conditions.
19. The Interconnecting Customer shall be responsible for obtaining all easements and permits required for any line extension not on public way in accordance with the Company's requirements. The Interconnecting Customer shall provide unencumbered direct access to the Company's facilities along an accessible plowed driveway or road, where the equipment is not behind the Interconnecting Customer's locked gate. In those cases where Company equipment is required to be behind the Interconnecting Customer's locked gate, double locking, with both the Company's and Interconnecting Customer's locks shall be employed.



**Exhibit H – Interconnection Service Agreement**

20. The Interconnecting Customer is responsible for coordinating with Verizon for any Verizon work. These costs will be billed directly to the Interconnecting Customer from Verizon. It will be the responsibility of the Interconnecting Customer to obtain any and all easements and required permitting for work that takes place on private property.

**Attachment 5: Agreement between the Company and the Company's Retail Customer**

If the Company's Retail Customer (account holder) is not the owner (and/or operator) of the Facility, then Exhibit I - Agreement Between the Company and the Company's Retail Customer - shall be signed by the Company's Retail Customer and executed by the Company, and shall be considered part of this Agreement. It shall be the responsibility of the Interconnecting Customer to notify the Company if the Exhibit I associated with this application changes.

**Attachment 6: System Modifications Construction Schedule**

Below is an estimated System Modification construction schedule. This schedule is conceptual, and shows the duration of the Facility's milestones from a "start-date" to an "in-service" date, in calendar days. This conceptual schedule is based upon assumptions and knowledge regarding the project, the site, and activities as of the date of the Impact Study. These estimations of construction time frames and total duration do not include any time that the Company's performance is on hold, delayed, or interrupted, including, without limitation, while waiting on information or on the performance of obligations by the Interconnecting Customer and/or third parties (including, without limitation, Verizon, ISO-NE, Railroad), as a result of unknown environmental and/or permitting issues, events of force majeure, and/or as a result of required transmission outages.

The start-date for this construction schedule is deemed to have occurred once : (1) the Interconnection Service Agreement ("ISA") has been executed (i.e., signed) by both the Company and the Interconnecting Customer; and (2) the first payment has been submitted by the Interconnecting Customer to the Company, provided, however, that the Company shall not be required to provide any services or order any equipment without receiving adequate payment therefore from the Interconnecting Customer nor will it be required to initiate any construction before it has received full payment from the Interconnecting Customer. The construction schedule does not include payment and other non construction milestones.

**Exhibit H – Interconnection Service Agreement****Attachment 6 - Appendix A: System Modifications and Transmission Upgrades Schedule**

Total estimated duration for the engineering, permitting, procurement, and construction of System Modifications: 74 weeks<sup>1</sup>

Milestone	Estimated Duration	Responsible Party
Company has received first payment & when the ASO upgrades have advanced to a point to allow System Modification to be complete in parallel with ASO upgrades.	Start	Company
Overhead and Underground Distribution System Modification Design (excluding underground man hole and duct system civil design provided by Interconnecting Customer which is required for Company to start its portion of the underground design)	31 weeks	Company
Secure and obtain any and all rights, consents environmental as well as non-environmental permits approvals and easement as are required for the Company's System Modifications on any Interconnecting Customer-owned property or any third party owned property as well as for underground man hole and duct bank system on public way)	10 weeks	Interconnecting Customer
Submit Final Payment	As per ISA	
Distribution System Construction phased approach (excluding construction of underground manhole and duct system on public way to be completed by Interconnecting Customer and supervised by Company appointed full -time civil inspector) <sup>2</sup>	12 weeks	Company

- 1 Distribution related schedule has been developed to align with ASO Upgrades schedule to optimize Interconnecting Customer payment plan and is subject to Company having received first payment in accordance with the payment terms and Interconnecting Customer providing required information described herein on time as well as sufficient detail and quality.
- 2 Construction completion for civil underground manhole and duct bank system to be performed by Interconnecting Customer to occur no later than receipt of final payment but not before Company was able to place riser poles in order for Interconnecting Customer to take into consideration the riser pole position(s) in respect to the construction of civil underground manhole and duct bank system. Further, all Interconnection Customer performed civil construction work shall be reviewed and approved by Company prior to back-filling by Interconnection Customer.

**Exhibit H – Interconnection Service Agreement**

Total estimated duration for the engineering, permitting, procurement, and construction of ASO upgrades: 91<sup>1</sup> weeks

To the extent possible, Company will complete the System Modifications in parallel with completion of the ASO upgrades since Customer project cannot be interconnected prior ASO upgrades have been implemented.

Milestone	Estimated Duration	Responsible Party
Company has received first payment & when the ASO upgrades have advanced to a point to allow System Modification to be complete in parallel with ASO upgrades.	Start	Company
ASO upgrades design (G185N & K189)	6 weeks	ASO
Secure and obtain any and all rights, consents, permits approvals and easement for ASO upgrades on any Company owned property or within any public roadway	62 weeks <sup>2</sup>	Company & ASO
Submit Final Payment	As per ISA	
ASO upgrades construction	9 weeks	ASO

1. The total estimated schedule includes other factors that are not represented as milestones in the table above, such as: outage planning and outage restriction
2. Including EFSB (90-day NOI) in respect to G185N transmission line





**Exhibit H – Interconnection Service Agreement**

1. **Parties.** This Interconnection Service Agreement (“Agreement”), dated as of \_\_\_\_\_ (“Effective Date”) is for application number “27888883” and Case Number “206313” is entered into, by and between **The Narragansett Electric Company (doing business as National Grid)**, a Rhode Island corporation with a principal place of business at **280 Melrose St., Providence, RI 02907** (hereinafter referred to as the “Company”), and **GD West Greenwich Nooseneck I, a Limited Liability Corporation** with a principal place of business (or residence) at **2000 Chapel View Boulevard, Suite 500, Cranston, RI 02920**, (“Interconnecting Customer”). (The Company and Interconnecting Customer are collectively referred to as the “Parties”). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.
2. **Basic Understandings.** This Agreement provides for parallel operation of an Interconnecting Customer’s Facility with the Company EPS to be installed and operated by the Interconnecting Customer at **899 Nooseneck Hill Road, West Greenwich, RI 02817**. A description of the Facility is located in Attachment 1. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company’s Retail Customer, attached as Exhibit I to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement.

All capitalized terms not defined in this Agreement shall have the meaning as defined in Section 1.2 of the Interconnection Tariff, including but not limited to the following terms:

“Affected System” shall mean any neighboring transmission or distribution EPS not under the control of the Company (e.g., a municipal utility, or other regulated distribution or transmission utility, which may include Affiliates, or ISO-NE, as defined herein).

“Company EPS” shall mean the electric power system owned, controlled or operated by the Company used to provide distribution service to its Customers.

“System Modifications” shall mean modifications or additions to Company facilities that are integrated with the Company EPS for the benefit of the Interconnecting Customer.

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

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized (“Authorization Date”).

3. **Term.** This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.
4. **Termination.**
  - 4.1 This Agreement may be terminated under the following conditions.
    - 4.1.1 The Parties agree in writing to terminate the Agreement.
    - 4.1.2 The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.
    - 4.1.3 The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.
    - 4.1.4 The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the



**Exhibit H – Interconnection Service Agreement**

Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

**4.1.5** The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Commission regulations or state law that have a material adverse effect on the Company’s ability to perform its obligations under the terms of this Agreement.

**4.2 Survival of Obligations.** The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.

**4.3 Related Agreements.** Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

**5.General Payment Terms.** The Interconnecting Customer shall be responsible for:

- a. the Company’s System Modification costs pursuant to the Interconnection Tariff, subject to Section 5.1 below;
- b. any resulting Affected System operator(s) costs for its requirements, including, without limitation, modifications to the electric power system of the Affected System operator(s) and operation and maintenance costs;
- c. any costs for modified or additional Company studies and/or System Modifications necessitated as a result of the Affected System operator requirements.

With respect to any Affected System operator costs, the Interconnecting Customer shall be directly responsible to the Affected System operator provided, however, the Company may, in its sole discretion, elect to include the additional Affected System operator costs in the Company’s agreements. Where the Company includes the Affected System operator(s) costs in its agreements, the costs will be collected by the Company and passed-through to the Affected System operator(s).

Attachments shall include additional terms and conditions associated with the Company’s and, if applicable, Affected System operator costs and payment terms.

**5.1 Cost or Fee Adjustment Procedures.** The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. Any such changes to the Company’s costs for the work shall be subject to the Interconnecting Customer’s consent. The Interconnecting Customer shall, within thirty (30) days of the Company’s notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate. The foregoing cost adjustment procedures shall only apply to the Company System Modification costs in Section 5(a) above, as detailed in the Impact Study, Detailed Study as necessary and/or ISRDC completed as of the date this Agreement is issued in executable form. The Interconnecting Customer shall be responsible for the actual Affected System operator costs, including operation and maintenance costs, and any additional Company costs necessitated as a result of the Affected System operator requirements, none of which shall be subject to any cost caps or limitations.

**5.2 Final Accounting.** The Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement and all Company work orders have been closed, shall provide Interconnecting Customer with a final accounting report of any difference between the (a) Interconnecting Customer’s cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications and for any Impact or Detailed Study performed by the Company, and (b) Interconnecting Customer’s previous aggregate payments to the Company for such System Modifications and studies. Costs that are statutorily-based shall not be subject to either a final accounting or reconciliation under this provision (e.g. statutorily set study fees for the ISRDC), but may be reconciled at any time only if the costs exceed the statutory fee, and the Company seeks to collect actual costs in accordance with the applicable statute. To the extent that Interconnecting Customer’s cost responsibility in the Interconnection Service Agreement for the System Modifications and in the Impact and/or Detailed Study Agreements (as applicable) for the studies performed by the Company exceeds Interconnecting Customer’s previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within forty five (45) days. To the extent that Interconnecting Customer’s previous aggregate payments exceed Interconnecting Customer’s cost responsibility under this applicable agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) days of the provision of such final accounting report.



**Exhibit H – Interconnection Service Agreement****6. Operating Requirements**

**6.1 General Operating Requirements.** Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of the Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

**6.2 No Adverse Effects; Non-interference.** Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

**6.3 Safe Operations and Maintenance.** Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

**6.4 Access.** The Company shall have access to the disconnect switch of the Facility at all times.

**6.4.1 Company and Interconnecting Customer Representatives.** Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

**6.4.2 Company Right to Access Company-Owned Facilities and Equipment.** If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

**6.4.3 Right to Review Information.** The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

**7. Disconnection****7.1 Temporary Disconnection**



**Exhibit H – Interconnection Service Agreement**

**7.1.1 Emergency Conditions.** Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

**7.1.2 Routine Maintenance, Construction and Repair.** Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven (7) calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven (7) days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

**7.1.3 Forced Outages.** During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

**7.1.4 Non-Emergency Adverse Operating Effects.** The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other customers that is not an emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of forty five (45) days to correct such adverse operating effect has elapsed.

**7.1.5 Modification of the Facility.** Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

**7.1.6 Re-connection.** Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

**7.2 Permanent Disconnection.** The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

**7.2.1** The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

- 8. Metering.** Metering of the output from the Facility shall be conducted pursuant to the terms of the Interconnection Tariff.
- 9. Assignment.** Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.

**Exhibit H – Interconnection Service Agreement**

**10. Confidentiality.** Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.

**11. Insurance Requirements.****11.1 General Liability.**

- 11.1(a) In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
- i. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
  - ii. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
  - iii. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
  - iv. Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for eligible net metered customers which are exempt from insurance requirements.
- 11.1(b) No insurance is required for a Facility with a Gross Nameplate Rating less than or equal to 50 kW that is eligible for net metering. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.
- 11.1(c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- 11.1(d) The general liability insurance required to be purchased in this Section may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.
- 11.1(e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.
- 11.1(f) In the event the State of Rhode Island and the Providence Plantations, or any other governmental subdivision thereof subject to the claims limits of R.I.G.L. Chapter 9-31 (hereinafter referred to as the "Governmental Entity") is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of R.I.G.L. Chapter 9-31 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of R.I.G.L. Chapter 9-31 by the Governmental Entity.

**11.2 Insurer Requirements and Endorsements.** All required insurance shall be carried by reputable insurers qualified to underwrite insurance in RI having a Best Rating of "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to



**Exhibit H – Interconnection Service Agreement**

Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (e) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

**11.3 Evidence of Insurance.** Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three (3) years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company.

**11.4** All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued, updated and submitted yearly to the following:

**National Grid**  
**Attention: Risk Management**  
**300 Erie Blvd West**  
**Syracuse, NY 13202**

- 12. Indemnification.** Except as precluded by the laws of the State of Rhode Island and the Providence Plantations, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.
- 13. Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever. The Interconnecting Customer further understands and acknowledges that, consistent with Section 3.4(c) of the Interconnection Tariff, the Company will coordinate with the Affected System operator(s) to facilitate the interconnection of the Facility to the Company's EPS, however the Company does not represent the Affected System operator(s) and is not responsible for any action or inaction on the part of the Affected System operator(s). The Affected System operator(s) are not parties to this Agreement even though the Company may incorporate some Affected System operator(s) requirements herein. The Company disclaims any and all responsibility and liability in connection with any Affected System Operator(s) studies and upgrades and the Interconnecting Customer hereby waives recourse against and releases the Company, its directors, officers, employees and agents from any and all losses, penalties, claims, demands, fees, damages or other liabilities arising from or attributable to, either directly or indirectly, such Affected System Operator(s) studies and upgrades.
- 14. Amendments and Modifications.** No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
- 15. Permits and Approvals.** Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications the Interconnecting Customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility, the Customer will notify the Company that it has obtained all permits necessary. Upon request, the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.

**Exhibit H – Interconnection Service Agreement**

**16. Force Majeure.** For purposes of this Agreement, "Force Majeure Event" means any event:

- a. that is beyond the reasonable control of the affected Party; and
- b. that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes, earthquakes, lighting, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

**17. Notices.**

**17.1** Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company:	<b>The Narragansett Electric Company</b> Attention: <b>Distributed Generation</b> 40 Sylvan Road Waltham, MA 02451-1120 E-mail: <a href="mailto:distributed.generation@nationalgrid.com">distributed.generation@nationalgrid.com</a>
----------------	--

If to Interconnecting Customer:	<b>GD West Greenwich Nooseneck I, LLC</b> Attention: <b>Mark DePasquale</b> 2000 Chapel View Boulevard, Suite 500 Cranston, RI 02920 Phone: 401-295-4998 E-mail: <a href="mailto:md@green-ri.com">md@green-ri.com</a>
---------------------------------	--

**17.2** A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 17.1.

**17.3** The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

**18. Default and Remedies**

**18.1 Defaults.** Any one of the following shall constitute "An Event of Default."

- (i) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
- (ii) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.



**Exhibit H – Interconnection Service Agreement**

**18.2 Remedies.** Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a. Continue to perform and enforce this Agreement;
- b. Recover damages from the defaulting Party except as limited by this Agreement;
- c. By written notice to the defaulting Party terminate this Agreement;
- d. Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

**19. Entire Agreement.** This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.

**20. Supercedence.** In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Commission approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.

**21. Governing Law.** This Agreement shall be interpreted, governed, and construed under the laws of the State of Rhode Island and the Providence Plantations without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.

**22. Non-waiver.** None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

**23. Counterparts.** This Agreement may be signed in counterparts.

**24. No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.

**25. Dispute Resolution.** Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.

**26. Severability.** If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.

**27. Signatures.** IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

GD West Greenwich Nooseneck I, LLC:

The Narragansett Electric Company (d/b/a National Grid):

Name: Mark P DePasquale

Name: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

Date: 7/8/20

Date: \_\_\_\_\_

Signature: 

Signature: \_\_\_\_\_

Application Number: 27888883

Signing Customer Initials: MM

**Exhibit H – Interconnection Service Agreement**

**Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling**

**Interconnecting Customer** has proposed a **10,000 kW** photovoltaic system located at **899 Nooseneck Hill Road, West Greenwich, RI 02817**. The proposed Facility is an **Independent Power Producer (“IPP”)**. Facilities will interconnect to the Company’s electric system via the **Kent County Substation, 34.5 kV distribution feeder 3310**, (“Point of Interconnection” or “POI”).

**a. Description of proposed design/configuration:**

Case 206313 (Northern Array)

- (i) Three (3) sets of four (4) paralleled Interconnecting Customer owned TMEIC Solarware Ninja PVU-L0880GR 880 kW / 880 kVA Inverters each de-rated to 833.33 kW / kVA for a total of 10,000 kW/kVA of inverter-based DG
- (ii) Three (3) Interconnecting Customer owned 3,392 kVA 34.5 kV Delta Primary and 660V Grounded-wye secondary interface transformers with impedances of  $Z=7.25\%$  and an X/R ratio of 10
- (iii) One (1) Interconnecting Customer owned recloser controlled by an SEL-651R relay assembly
- (iv) One (1) Interconnecting Customer owned 1200 A 1984X-45F Vector load break switch, accessible to the Utility 24/7

**b. Metering:** The Company will install (1) pole mounted primary meter, please refer to ESB 750 and ESB 756 Appendix D for service installation and primary meter installation.

**c. PCC:** The Company’s design personnel will determine the exact location of the Company’s equipment and the Interconnecting Customer’s gang operated disconnect. The Interconnecting Customer’s gang operated disconnect must be accessible by the Company’s personnel at all times, and be capable of being locked open and tagged by Company personnel. The Point of Common Coupling (PCC) will be designated as the Company’s primary meter. The Interconnecting Customer must install their Facilities up to the Company revenue meter. The Interconnecting Customer must provide sufficient conductor to allow the Company to make final connections at the meter pole. The Company will provide final connection of the Interconnecting Customer conductors to the Company meter.

**Exhibit H – Interconnection Service Agreement****Attachment 2a: Description of System Modifications (Distribution)**

Company System Modifications required for the interconnection of 10,000 kW (AC) application as identified in the Impact Study are as follows:

**On the Interconnecting Customer's property:**

Description is common to Case 206311- RI 27825278 and Case 206313 - 27888883

- Install approximately 900 circuit feet of 3-1/c-477 Al Bare conductor and associated equipment
- Install one (1) gang operated load break switch
- Install one (1) pole top recloser
- Install 2-10 kVA poles mounted transformers
- Install six (6) 50'-0" class 1 poles

Description is specific to Case 206311- RI 27825278

- Install one (1) set of disconnect switches
- Install one (1) primary revenue metering assembly
- Install one (1) 50'-0" class H1 pole
- Install one (1) 50'-0" class 1 poles

**On the Company's Distribution Circuit:**

- Extend the Kent County 3310, 34.5 kV circuit underground from proposed pole 23-26 Hopkins Hill Road, West Greenwich to the 3310 PCC-POI located at 899 Noosenck Hill Road, West Greenwich (approximately 5.3 miles)
- Provide engineering design support and supervision for underground civil construction.
- Approximately 34,100 circuit foot line extension from Hopkins Hill Road to the Facilities, which includes: (Section 2.2) o ~31,300 circuit feet of 3-1/C 1000 kcmil SCU EPR Cable (The Customer will only be responsible for costs associated with installing 3-1/C 500 kcmil SCU EPR)
- The Customer has agreed to the installation of the manhole and duct system associated with the 5.3 mile UG line extension. All Company owned underground facilities are to be installed in a concrete-encased duct & manhole system designed and built to Company Construction Standards and approved by the Company prior to construction and covering.
- Interconnecting Customer to develop civil design for underground man hole and duct sytem and provide (i) all survey work, (ii) pulling calculations and (iii) underground manhole and duct system civil design drawings in sufficient detail and taking into account the Company provided specifications and guidelines for review and approval by Company and Interconnection Customer adjusts as required any deliverables under (i) thru (iii) in a fashion that allows Company to approve the Interconnecting Customer provided underground civil drawings in order for the Company to start its portion of the underground design.
- The estimated schedule assumes standard tariff timeframe for both submittals and approvals. If submittal exceed tariff standars they may be extended accordingly.

Interconnecting Customer is responsible to obtain any necessary non-environmental permits from the relevant town(s) prior to beginning construction. Such non-environmental permits include, but are not limited to special permits, grants of location, height variances, and street opening permits. The Customer must provide proof of such permits prior to beginning construction.

It will be the responsibility of the Interconnecting Customer, at its sole cost and expense, to secure and obtain in favor of itself and the Company, the following: any and all rights, consents, permits, approvals, and easements (free and clear from any encumbrances), as are required for the Company's System Modifications on any Interconnecting Customer-owned property or any third-party owned property ("Third Party Rights and Approvals"). The Interconnecting Customer shall use the Company's standard form when obtaining all Third Party Rights and Approval, as applicable. The Company will seek to obtain, at the Interconnecting Customer's sole cost and expense, any and all rights, consents, permits, approvals, and easements for the System Modifications on any Company owned property or within any public roadway as the Company determines necessary in its sole discretion ("Other Rights and Approvals"; together with Third Party Rights and Approvals referred to as "System Modification Required Approvals"). The Interconnecting Customer will fully cooperate with the Company in obtaining the Other Rights and Approvals. The Company shall not be required to accept any System Modification Required Approvals that are not in form or on terms satisfactory to the Company in its sole discretion, or that impose additional liabilities or costs on the Company. The Company shall not be required to appeal or challenge the denial of any System Modification Required Approvals or the imposition of any unsatisfactory term or condition. The Company shall not be obligated to commence the construction of the System Modifications unless and until it has received all System Modification Required Approvals



**Exhibit H – Interconnection Service Agreement**

in accordance with this provision, and Sections 5 and 15 of this Agreement, above, and the Company's Standards for Connecting Distributed Generation, R.I.P.U.C. No. 2180, as amended from time to time.

**At the Company's substation:**

- Overcurrent setting change at the Kent County 3310 Station Breaker
- Add load encroachment to the Kent County T7 direction overcurrent relay

**Attachment 2b: Description and specific requirements of ASO (Affected System Operator) Upgrades (Transmission)**

- Replace all existing conductor, conductor hardware, and insulators on the G185N transmission line between Kent County and Drumrock substations. New conductor will be 1590 kcmil ACSS.
- Replace all insulators and conductor hardware on the K189 transmission line at the Kent County substation terminal structure, the Drumrock substation terminal structure, K189 structure #1, and K189 structure #1A.

**Exhibit H – Interconnection Service Agreement****Attachment 3a: Costs of System Modifications Re-Study and Cost-Allocation, , Third Party Costs, and Payment Terms (Distribution)**

This application (RI-27888883 ) is one of two Facilities for 10,000 kW (20,000 kW in the aggregate) that the Interconnecting Customer has agreed to being studied together for common System Modifications. The Interconnecting Customer understands and agrees that, notwithstanding the costs detailed in this Agreement, if either of the applications (RI-27825278 and RI 27888883) does not move forward with the interconnection of a Facility to the Company's electric power system, the total common System Modification costs will be re-estimated and reallocated to the remaining Facility, as determined by the Company in its sole discretion. Note that the Company will not proceed with construction unless it has received adequate payment for common System Modification costs from all applicable Interconnecting Customers.

At present, the total System Modification costs associated with these two Facilities is estimated to be **\$4,868,376**.

At present, System Modification costs associated with this application are estimated to be **\$2,437,938 +/- 25%** and itemized as follows:

- Cost of witness testing, engineering review, EMS Integration and implementation Total cost of common System Modifications on the Interconnecting Customer's (or other private) property as mentioned in Attachment 2a above: **\$239,602** (includes capital, removal, and O&M costs). The cost for this modification will be shared on a pro-rata basis with RI-27825278 and RI 27888883. RI 27888883 will be responsible for 50% or **\$119,801**.
- Total cost of common System Modifications on the Company's distribution system as mentioned in Attachment 2a above is **\$4,008,123** (includes capital, removal, and O&M costs). The cost for these System Modification will be shared by RI-27825278 and RI 27888883 on a pro-rata basis . RI 27888883 will be responsible for 50% or **\$2,004,062**.
- Total cost of common System Modifications at the distribution side of the **Kent County** Substation as mentioned in Attachment 2a above is **\$17,600** (includes capital, removal, and O&M costs). The cost for these System Modifications will be shared by RI-27825278 and RI 27888883 on a pro-rata basis. RI 27888883 will be responsible for 50% or **\$8,800**.
- Total cost of the donated property taxes associated with the civil construction is **\$125,000**. The cost for the donated property will be shared by RI-27825278 and RI 27888883. RI-27888883 will be responsible for 50% or **\$62,500**
- Cost of witness testing, engineering review, EMS Integration an dimplementation of protective device settings: **\$7,500**.
- Tax gross-up adder on capital costs is or **\$235,275**. *(A 2020 tax rate of 11.08% is expected to apply to contributions in aid of construction ("CIAC") payments received by The Narragansett Electric Company from the Interconnecting Customer, and a 2020 tax rate of 9.90% is expected to apply to CIAC payments associated with substation modifications for interconnections. The calculation of the tax gross-up adder is included in this cost estimate on the basis of tax guidance published by the Internal Revenue Service, but tax rates and decisions are ultimately subject to IRS discretion. By signing this Agreement, the Interconnecting Customer understands and agrees that the tax has been estimated for convenience and that the Interconnecting Customer remains liable for all tax due on CIAC payments, payable upon the Company's demand.*

**Re-Study and Cost Re-Allocation**

The Interconnecting Customer understands and agrees that, notwithstanding the costs detailed in this Agreement, if the other Facility does not move forward with its interconnection to the Company's electric power system, the Facility's interconnection may need to be restudied, and the System Modification costs will be re-estimated for both Facilities as described in attachment 1 above as determined by the Company in its sole discretion. In such a case, the Interconnecting Customer shall be responsible for the full amount of any study costs and increase in the costs in order to continue with the Facility's interconnection under this Agreement, including its pro-rata share of any re-estimated and re-allocated costs.

The System Modification costs were developed by the Company with a general understanding of the project and based upon information provided by the Interconnecting Customer in writing and/or collected in the field. The cost estimates were prepared using historical cost data, data from similar projects, and other assumptions, and while they are presumed valid for 60 business days from the date of the Impact /Group Study, the Company reserves the right to adjust those estimated costs as authorized under this Agreement, the Tariff, or by law and to require the Interconnecting Customer to pay any such additional costs.



**Exhibit H – Interconnection Service Agreement****Other Requirements Costs**

It will be the responsibility of the Interconnecting Customer, at its sole cost and expense, to secure and obtain in favor of itself and the Company, the following: any and all rights, consents, permits, approvals, and easements (free and clear from any encumbrances), as are required for the Company's System Modifications on any Interconnecting Customer-owned property or any third-party owned property ("Third Party Rights and Approvals"). The Interconnecting Customer shall use the Company's standard form when obtaining all Third Party Rights and Approval, as applicable. The Company will seek to obtain, at the Interconnecting Customer's sole cost and expense, any and all rights, consents, permits, approvals, and easements for the System Modifications on any Company owned property or within any public roadway as the Company determines necessary in its sole discretion ("Other Rights and Approvals"; together with Third Party Rights and Approvals referred to as "System Modification Required Approvals"). The Interconnecting Customer will fully cooperate with the Company in obtaining the Other Rights and Approvals. The Company shall not be required to accept any System Modification Required Approvals that are not in form or on terms satisfactory to the Company in its sole discretion, or that impose additional liabilities or costs on the Company. The Company shall not be required to appeal or challenge the denial of any System Modification Required Approvals or the imposition of any unsatisfactory term or condition. The Company shall not be obligated to commence the construction of the System Modifications unless and until it has received all System Modification Required Approvals in accordance with this provision, and Sections 5 and 15 of this Agreement, above, and the Company's Standards for Connecting Distributed Generation, R.I.P.U.C No. 2180, as amended from time to time.

The total cost of common System Modifications and the Facility's System Modification costs do not include any costs for third party rights and approvals, including without limitation any Verizon costs and charges (and fees for services related thereto), for which the Interconnecting Customer may be directly responsible. Additional costs may be involved if the required pole work takes place in Verizon's maintenance areas. These costs will be billed directly to the Interconnecting Customer by Verizon.

Third party costs, to the extent applicable, are in addition to the total common System Modifications costs and the Facility's System Modification Costs and must be paid directly by the Interconnecting Customer to the appropriate third party.

**Payment Terms**

System Modifications costs may be paid in full if less than \$25,000, or if greater than \$25,000 in scheduled payments (per Section 5.5 of R.I.P.U.C No. 2180):

- The first payment (30%) of **\$731,381** is due when the Exhibit H-Interconnection Service Agreement is returned to the Company with Interconnecting Customer's signature. The invoice, including payment instructions, will be sent to the Interconnecting Customer. Proof of payment is required.
- The second payment (50%) of **\$1,218,969** is due within 15 business days from the receipt of the second payment invoice. The second payment invoice will be sent when the Company reaches that point in design when long-lead time material items are ready to be ordered, or no later than 11/01/2020. An invoice, including payment instructions, will be sent to the Interconnecting Customer
- The final payment (20%) of **\$487,588** is due within 15 business days from the receipt of the final payment invoice. The final payment invoice will be sent when the Company reaches that point in construction in the pulling of the underground cable or no later than 04/01/2021. An invoice, including payment instructions, will be sent to the Interconnecting Customer.

If the design of the System Modifications changes during the design as a result of permitting or access issues, the Company reserves the right to adjust the cost of the Systems Modifications prior to issuing the second and final invoice.

A more detailed breakdown of estimated costs may be found within the System Impact Study dated 06/25/2020.

The physical construction of System Modifications will not commence until full payment is received. Nothing herein shall prevent the Interconnecting Customer from making any payment, or the full payment, due to the Company earlier than the dates provided above. Funds received may be immediately expended or committed as determined by the Company in its sole discretion.



**Exhibit H – Interconnection Service Agreement**

**Attachment 3b: Cost of ASO Upgrades and DAF Charges (Transmission), Ongoing Cost Security, ISO-NE Study and Operating Requirements,:**

This 10 MW project is one of the applications that required the ASO upgrades identified in the Western RI Area ASO Study. The Interconnecting Customer understands and agrees that, notwithstanding the costs detailed in this Agreement, if any of the applications in the Western RI Area ASO Study does not move forward with the interconnection of a facility to the Company’s electric power system, the total Affected System operator (“ASO”) upgrade costs will be re-estimated and reallocated among the remaining Facilities, as determined by the Company in its sole discretion. Note the Company will not proceed with construction unless it has received adequate payment for ASO upgrade costs from all applicable customers.. All ASO upgrade costs are payable in full and fully reconcilable.

At present, the Western RI Area ASO Study upgrades associated with these projects is estimated to be **\$2,633,205**

At present, ASO upgrades associated with this application are estimated to be **\$281,831** and itemized as follows:

- Total cost of ASO upgrades, as referenced in Attachment 2b for the G185N transmission line is \$2,366,804. The cost for this ASO upgrade will be shared on a pro-rata basis with (all the projects in the study). RI 27888883 will be responsible for 10.7% or **\$229,194**.
- Total cost of ASO upgrades referenced in Attachment 2b for the K189 transmission line is \$266,401. The cost for this modification will be shared on a pro-rata basis with (all the projects in the study). RI 27888883 will be responsible for 10.7% or **\$25,750**.

ASO upgrade costs include without limitation, all costs associated with acquiring land, rights of way, easements, permitting, purchasing equipment and materials, installing, constructing, interconnecting, and testing the facilities, metering and telecommunications; O&M and engineering costs; all related overheads; and any and all associated taxes and government fees.

- Tax gross-up adder on transmission capital costs is **\$26,887** (*A 2020 tax rate of 13.07% is expected to apply to contributions in aid of construction (“CIAC”) payments received by The Narragansett Electric Company from the Interconnecting Customer. The calculation of the tax gross-up adder is included in this cost estimate on the basis of tax guidance published by the Internal Revenue Service, but tax rates and decisions are ultimately subject to IRS discretion. By signing this Agreement, the Interconnecting Customer understands and agrees that the tax has been estimated for convenience and that the Interconnecting Customer remains liable for all tax due on CIAC payments, payable upon the Company’s demand.*)

**Direct Assignment Facility (DAF) Charges**

In addition to the payment for the initial construction of the ASO upgrades, this application will be assessed on a monthly basis for the carrying charges for the actual costs of the ASO upgrades. These charges are calculated and charged to the Company by the ASO in accordance with Schedule 21-NEP, Attachment DAF, to the ISO-NE Open Access Transmission Tariff (“DAF Charges”). DAF Charges are calculated by multiplying actual total ASO Gross Plant Investment by the Annual Transmission Carrying Charge rate that is in effect at the time (adjusted annually). The Annual Transmission Carrying Charge rate shown below is provided for illustrative purposes only.

The estimated calculation for the DAF Charge is detailed below and will be recalculated based on the actual reconciled costs:

<b>Estimated Total ASO Gross Plant Investment</b>	<b>\$2,302,000</b>
<b>ASO (NEP) Carrying Charge</b>	<b>5.49% (this is an annual charge, and is subject to change over time)</b>
<b>Annual Transmission Carrying Charge</b>	<b>\$126,380</b>
<b>Estimated Monthly billing</b>	<b>\$10,532</b>
<b>This application’s pro-rata share</b>	<b>\$1,127</b>

**Ongoing Costs Security**

On or before the date on which Interconnecting Customer pays the Company’s final invoice, Interconnecting Customer shall deliver to the Company, at the Interconnecting Customer’s election, cash equal to the sum of the total of four (4) months of the DAF Charges for which Interconnecting Customer is responsible under this Agreement or a letter of credit, in form and substance complying with the requirements of this Attachment 3b and also acceptable to the Company, such acceptance not to be unreasonably withheld or delayed, having a face amount at least equal to the sum of the total of four (4) months of the DAF Charges for which Interconnecting Customer is responsible under this Agreement.



**Exhibit H – Interconnection Service Agreement**

Following the date as of which the Interconnecting Customer is no longer obligated to pay any DAF Charges pursuant to or in connection with this Agreement, Interconnecting Customer may cause a one-time reduction in the face amount of the Ongoing Costs Security by an amount equal to the DAF Charges. Interconnecting Customer shall maintain the Ongoing Costs Security, any revisions, modification or amendment thereof, and any replacement for such Ongoing Costs Security, in full force and effect at all times, provided, however, that Interconnecting Customer may terminate the Ongoing Costs Security, any revisions, modification or amendment thereof, and any replacement for such Ongoing Costs Security, only from and after the date as of which Interconnecting Customer is no longer obligated to pay any DAF Charges pursuant to or in connection with this Agreement.. The Company shall have the right to draw upon the Ongoing Costs Security provided under this Agreement, any revisions, modification or amendment thereof, and any replacement for such Ongoing Costs Security, from time to time, in the event that the Interconnecting Customer fails to timely meet any of its obligations under this Agreement, including, without limitation, with respect to payment of DAF Charges, as well as any interest and penalties.

The Interconnecting Customer shall be solely responsible for all costs associated with each letter of credit (each, a "Letter of Credit") provided pursuant to this Agreement, including, without limitation, the costs of obtaining, maintaining and replacing such Letter of Credit and reimbursement of each Letter of Credit Bank (as such terms are defined below). Each Letter of Credit shall be in a form and substance complying with the requirements of this Agreement and also acceptable to the Company, such acceptance not to be unreasonably withheld or delayed. Each Letter of Credit shall be an irrevocable, unconditional, and transferable standby letter of credit issued by a U.S. commercial bank or a U.S. branch of a foreign bank (the "Letter of Credit Bank") provided that the Interconnecting Customer is not an affiliate of the Letter of Credit Bank, the Letter of Credit Bank has at least ten billion dollars (\$10,000,000,000) in assets and the Letter of Credit Bank's lowest credit rating is at least A2 from Moody's Investors Service or A from Standard and Poor's Ratings Services ("Letter of Credit Bank Requirement(s)"). If at any time (i) the Letter of Credit Bank fails to satisfy any Letter of Credit Bank Requirement, or (ii) the Letter of Credit Bank advises that it will not renew the applicable Letter of Credit beyond its current expiration date ("Notice of Cancellation"), then, the Interconnecting Customer shall deliver a replacement letter of credit from a bank meeting the Letter of Credit Bank Requirements and the other requirements of this Agreement. Such replacement letter of credit shall be delivered to the Company promptly but in no event later than ten (10) Calendar Days following the date on which the Company notifies the Interconnecting Customer that the Letter of Credit Bank first fails to satisfy any Letter of Credit Bank Requirement or, in the case of a Notice of Cancellation, thirty (30) Calendar Days prior to the current expiration date of the applicable Letter of Credit. If Interconnecting Customer fails to provide such replacement Letter of Credit by the applicable date contemplated by this Agreement, the Company shall have the immediate right to draw the full amount remaining under the applicable existing Letter of Credit.

Any Letter of Credit delivered pursuant to this Agreement, as such Letter of Credit may be replaced, revised, modified, or amended, from time to time, as contemplated above, shall serve as security for Interconnecting Customer's obligations under this Agreement, including, without limitation and as applicable, capital cost payment responsibilities and obligations relating to design and installation of ASO upgrades and DAF Charge payment obligations.

Interconnecting Customer shall maintain each Letter of Credit provided under this Agreement, any revisions, modification or amendment thereof, and any replacement for such Letter of Credit, in full force and effect at all times; provided, however, that any Letter of Credit, any revision, modification or amendment thereof, and any replacement for such Letter of Credit, may be terminated only if and when termination of the applicable Letter of Credit is expressly permitted by the terms of this Agreement. The Company shall have the right to draw upon each Letter of Credit provided under this Agreement, any revisions, modification or amendment thereof, and any replacement for such Letter of Credit, from time to time, in the event the Interconnecting Customer fails to timely and fully meet any of its obligations under this Agreement or as otherwise permitted or contemplated by this Agreement.

If Interconnecting Customer fails to make any payments required under this Agreement or fails to provide and maintain the security contemplated above, each in the form, amounts, and at the times, required, the Company may exercise any rights, and pursue any remedies, available to it under this Agreement or the Interconnection Tariff. If any payment date or other due date specified in this Agreement falls on a weekend or a federal bank holiday, then such payment or due date shall be deemed to be the next business day. The face amount of any Letter of Credit represents an estimate only; the actual amount for which the Interconnecting Customer is responsible under this Agreement may be different than such estimates. For the avoidance of doubt, Interconnecting Customer shall be responsible for any tax obligations the Company may incur in drawing upon any Letter of Credit.

**ISO-NE Operating Requirement**

This is part of a group of generating Facilities within close proximity, as determined by ISO-NE, which equals or exceeds an aggregate of 5MW [This is a Facility whose export equals or exceeds 5 MW] and will be required to comply with ISO-NE's requirements, including Operating Procedure No. 14. Prior to the Company providing Authorization to Interconnect, the Interconnecting Customer will be required to provide evidence that it has complied with all applicable ISO-NE registration requirements. Additionally, ISO-NE may determine that there are additional ASO upgrade costs.



**Exhibit H – Interconnection Service Agreement****Payment Terms ASO upgrade costs :**

- The first payment (30%) of **\$84,549** is due when the Exhibit H-Interconnection Service Agreement is returned to the Company with Interconnecting Customer signature. The invoice, including payment instructions, will be sent to the Interconnecting Customer. Proof of payment is required.
- The second payment (50%) of **\$140,915** is due within 15 business days from the receipt of the second payment invoice. The second invoice will be sent when the Company reaches that point in design when long-lead time material items are ready to be ordered, or no later than 11/01/2020. An invoice, including payment instructions, will be sent to the Interconnecting Customer.
- The final payment (20%) of **\$56,367** is due within 15 business days from the receipt of the final payment invoice. The final invoice will be sent when the Company reaches that point in design when long-lead time material items are ready to be ordered, or no later than 04/01/2021. An invoice, including payment instructions, will be sent to the Interconnecting Customer.

**Attachment 4: Special Operating Requirements, if any**

The generating system may only normally generate onto the 3310 feeder and National Grid's Regional Control Center must first give permission to the Interconnecting Customer to allow the operation of their system. The generator may not be allowed to operate with the local electrical power system (EPS) in an abnormal state. To ensure the safe and reliable operation of the Company's EPS, the Company may choose to disconnect the Interconnecting Customer at the PCC when abnormal system conditions develop and/or circuit reconfiguration takes place on the EPS.

1. The Interconnecting Customer is required to adhere to the following standards which are incorporated in their entirety by reference:
  - a. The Company's Standards for Interconnecting Distributed Generation (R.I.P.U.C. 2180), available at: [http://www.nationalgridus.com/non\\_html/RI\\_DG\\_Interconnection\\_Tariff.pdf](http://www.nationalgridus.com/non_html/RI_DG_Interconnection_Tariff.pdf)
  - b. Electric System Bulletin 750 "Specifications for Electrical Installations". ESB 750, available at: [http://www.nationalgridus.com/non\\_html/shared\\_constr\\_esb750.pdf](http://www.nationalgridus.com/non_html/shared_constr_esb750.pdf)
  - c. Electric System Bulletin 756 "Requirements for Parallel Generation Connected to a National Grid-Owned EPS". ESB756D, available at: [www.nationalgridus.com/non\\_html/shared\\_constr\\_esb756.pdf](http://www.nationalgridus.com/non_html/shared_constr_esb756.pdf)
2. The Interconnecting Customer is required to address any outstanding requirements (that are not explicitly addressed herein), which are described in the most recent application review memo and/or study report (which is hereby incorporated in its entirety) provided by the Company on or prior to the Effective Date of this Interconnection Service Agreement.
  - a. If the Effective Date of this Interconnection Service Agreement precedes the issuance of a required Detailed Study by the Company, the Interconnecting Customer is also required to address any outstanding requirements described in the Detailed Study Report upon its issuance.
3. Interconnecting Customer shall adhere to the requirements identified in the and/or Impact Study dated 06/25/2020
4. Interconnecting Customer shall provide Compliance Documentation, including photographs, as requested by, and to the satisfaction of, the Company.
5. Interconnecting Customer may not be allowed to operate with the local EPS in an abnormal state. To ensure the safe and reliable operation of National Grid's EPS, National Grid may disconnect the Customer at the PCC when abnormal system conditions develop and/or circuit reconfiguration takes place on the EPS.
6. Per section 6.4 of this Agreement, Interconnecting Customer shall provide an external AC UTILITY DISCONNECT, accessible at all times by Company personnel.

**Exhibit H – Interconnection Service Agreement**

7. Interconnecting Customer's AC UTILITY DISCONNECT switch shall be labeled "AC UTILITY DISCONNECT".
8. The AC UTILITY DISCONNECT shall be gang operated, have a visible break when open, be rated to interrupt the maximum generator output and be capable of being locked open, tagged and grounded on the Company side by Company personnel. The visible break requirement can be met by opening the enclosure to observe the contact separation. The Company shall have the right to open this disconnect switch in accordance with the Interconnection Tariff. The switch has to be installed at the DR output on the current carrying lines. Shunt mechanisms are not permitted.
9. If the AC UTILITY DISCONNECT switch is not adjacent to the meter and/or PCC, Interconnecting Customer shall provide a permanent plaque locating the switch.
10. All plaques as described in NEC 705.10, 705.12 (7), 690.56, 692.4 and 705.70 shall be installed, as applicable.
11. All Interconnecting Customer-Owned meters shall be labeled "CUSTOMER-OWNED METER"
12. Interconnecting Customer shall install a permanent plaque or directory at the revenue meter and at the PCC with a warning about the generator(s) installed.
13. Interconnecting Customer shall be responsible for providing necessary easements and/or environmental and/or municipal permits, as requested by the Company.
14. For Facilities greater than 25kW, Interconnecting Customer shall provide a means of communication to the Company's revenue meter. This may be accomplished with an analog/POTS (Plain Old Telephone Service) phone line (capable of direct inward dial without human intervention or interference from other devices such as fax machines, etc.), or – in locations with suitable wireless service, a wireless meter. Feasibility of wireless service must be demonstrated by Interconnecting Customer, to the satisfaction of the Company. If approved, a wireless-enabled meter will be installed, at the Interconnecting Customer's expense. If and when the Company's retail tariff provides a mechanism for monthly billing for this service, the Interconnecting Customer agrees to the addition of this charge to their monthly electric bill. Interconnecting Customer shall have the option to have this charge removed, if and when a POTS phone line the Company's revenue meter is provided.
15. For Facilities with redundant relaying, Company witness testing will be required. Interconnecting Customer shall develop, and provide for approval, a functional test procedure, including settings for relaying scheme. Witness test plan must be approved by Company prior to scheduling Company personnel for witness test.
16. Interconnecting Customer may only generate onto the feeder referenced in the Impact Study. The Company's Regional Control Center must first give permission to the Interconnecting Customer to allow the operation of their system.
17. Interconnecting Customer's protection scheme submitted for review must meet the Company's specific protection requirements. Interconnecting Customer shall submit a PE stamped one-line, including relay settings, that meets the requirements specified within this document to the Company for review and approval, before a Witness Test plan can be reviewed. Please refer to "Expedited/Standard Process Completion Documentation Checklist", per Company's website for additional required documentation.
18. In order to minimize the impact of the proposed generation on the EPS and area customers, the Company will require that the reactive contribution of the PV interconnection be maintained between a 99% leading and lagging power factor at the PCC during the normal operation of the PV array. In addition, the PV interconnection shall not contribute to greater than a 3.0% change in voltage on the Company's EPS under any conditions.
19. The Interconnecting Customer shall be responsible for obtaining all easements and permits required for any line extension not on public way in accordance with the Company's requirements. The Interconnecting Customer shall provide unencumbered direct access to the Company's facilities along an accessible plowed driveway or road, where the equipment is not behind the Interconnecting Customer's locked gate. In those cases where Company equipment is required to be behind the Interconnecting Customer's locked gate, double locking, with both the Company's and Interconnecting Customer's locks shall be employed.



**Exhibit H – Interconnection Service Agreement**

- 20. The Interconnecting Customer is responsible for coordinating with Verizon for any Verizon work. These costs will be billed directly to the Interconnecting Customer from Verizon. It will be the responsibility of the Interconnecting Customer to obtain any and all easements and required permitting for work that takes place on private property.

**Attachment 5: Agreement between the Company and the Company's Retail Customer**

If the Company's Retail Customer (account holder) is not the owner (and/or operator) of the Facility, then Exhibit I - Agreement Between the Company and the Company's Retail Customer - shall be signed by the Company's Retail Customer and executed by the Company, and shall be considered part of this Agreement. It shall be the responsibility of the Interconnecting Customer to notify the Company if the Exhibit I associated with this application changes.

**Attachment 6: System Modifications Construction Schedule**

Below is an estimated System Modification construction schedule. This schedule is conceptual, and shows the duration of the Facility's milestones from a "start-date" to an "in-service" date, in calendar days. This conceptual schedule is based upon assumptions and knowledge regarding the project, the site, and activities as of the date of the Impact Study. These estimations of construction time frames and total duration do not include any time that the Company's performance is on hold, delayed, or interrupted, including, without limitation, while waiting on information or on the performance of obligations by the Interconnecting Customer and/or third parties (including, without limitation, Verizon, ISO-NE, Railroad), as a result of unknown environmental and/or permitting issues, events of force majeure, and/or as a result of required transmission outages.

The start-date for this construction schedule is deemed to have occurred once : (1) the Interconnection Service Agreement ("ISA") has been executed (i.e., signed) by both the Company and the Interconnecting Customer; and (2) the first payment has been submitted by the Interconnecting Customer to the Company, provided , however, that the Company shall not be required to provide any services or order any equipment without receiving adequate payment therefore from the Interconnecting Customer nor will it be required to initiate any construction before it has received full payment from the Interconnecting Customer. The construction schedule does not include payment and other non construction milestones.

**Exhibit H – Interconnection Service Agreement**

**Attachment 6 - Appendix A: System Modifications and Transmission Upgrades Schedule**

Total estimated duration for the engineering, permitting, procurement, and construction of System Modifications: 74 weeks<sup>1</sup>

Milestone	Estimated Duration	Responsible Party
Company has received first payment & when the ASO upgrades have advanced to a point to allow System Modification to be complete in parallel with ASO upgrades.	Start	Company
Overhead and Underground Distribution System Modification Design (excluding underground man hole and duct system civil design provided by Interconnecting Customer which is required for Company to start its portion of the underground design)	31 weeks	Company
Secure and obtain any and all rights, consents environmental as well as non-environmental permits approvals and easement as are required for the Company's System Modifications on any Interconnecting Customer-owned property or any third party owned property <b>as well as for underground man hole and duct bank system on public way</b>	10 weeks	Interconnecting Customer
Submit Final Payment	As per ISA	
Distribution System Construction phased approach (excluding construction of underground manhole and duct system on public way to be completed by Interconnecting Customer and supervised by Company appointed full -time civil inspector) <sup>2</sup>	12 weeks	Company

1 Distribution related schedule has been developed to align with ASO Upgrades schedule to optimize Interconnecting Customer payment plan and is subject to Company having received first payment in accordance with the payment terms and Interconnecting Customer providing required information described herein on time as well as sufficient detail and quality.

2 Construction completion for civil underground manhole and duct bank system to be performed by Interconnecting Customer to occur no later than receipt of final payment but not before Company was able to place riser poles in order for Interconnecting Customer to take into consideration the riser pole position(s) in respect to the construction of civil underground manhole and duct bank system. Further, all Interconnection Customer performed civil construction work shall be reviewed and approved by Company prior to back-filling by Interconnection Customer.



**Exhibit H – Interconnection Service Agreement**

Total estimated duration for the engineering, permitting, procurement, and construction of ASO upgrades: 91<sup>1</sup> weeks

To the extent possible, Company will complete the System Modifications in parallel with completion of the ASO upgrades since Customer project cannot be interconnected prior ASO upgrades have been implemented.

Milestone	Estimated Duration	Responsible Party
Company has received first payment & when the ASO upgrades have advanced to a point to allow System Modification to be complete in parallel with ASO upgrades.	Start	Company
ASO upgrades design (G185N & K189)	6 weeks	ASO
Secure and obtain any and all rights, consents, permits approvals and easement for ASO upgrades on any Company owned property or within any public roadway	62 weeks <sup>2</sup>	Company & ASO
Submit Final Payment	As per ISA	
ASO upgrades construction	9 weeks	ASO

1. The total estimated schedule includes other factors that are not represented as milestones in the table above, such as: outage planning and outage restriction

2. Including EFSB (90-day NOI) in respect to G185N transmission line

## Matt Ursillo

---

**From:** Mattiello, Joseph <Joseph.Mattiello@nationalgrid.com>  
**Sent:** Wednesday, October 20, 2021 11:10 AM  
**To:** Mark DePasquale  
**Cc:** Kevin Hirsch; Matt Ursillo; Kevin Morin; Kennedy, John C.; Scarpone, James  
**Subject:** RE: EXT || Nooseneck Duct Bank

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello Mark,

The portion of the duct bank system that could be cost shared is from the riser pole on Hopkins Hill Road to the three-way manhole located at the intersection of Nooseneck and Weaver Hill Road. Currently, Green Development is the only participant in building out that duct bank. The rest of the duct bank system will be used solely by Green Development, so cost sharing will not be applicable. As of right now, Green Development will be responsible to pay for 100% of the duct bank system between the riser pole on Hopkins Hill Road and the three-way manhole at the intersection of Nooseneck and Weaver Hill Road. Assuming all ISAs that we anticipate will be executed in the coming weeks are executed and those projects proceed to interconnection, the pro-rated portion Green Development would be responsible for could be ~28.3%. The cost sharing for this project will be handled by National Grid. National Grid is not obligated to share which developers are in the queue or have executed ISAs and will not have any involvement in communications between customers.

As far as the actual construction for this project, it is important to communicate with Nelson Antunes on any specific questions that may arise during this process as Nelson is the National Grid Project Manager assigned to this project. Green Development will be responsible to build the design which has been approved by National Grid.

I would like to stress the fact that National Grid requires Green Development to provide their estimate of the cost immediately for this work to move forward with other customers in the event other customers use a portion of the duct work. The total amount being cost shared must be approved first via the ISR process with the Division and then by the PUC and therefore needs to be robust enough for their regulatory scrutiny. In addition, Green Development should be prepared to provide answers to any data requests the Division or the PUC may have and testify under oath as to the costs. Until the cost share proposal is approved by the PUC, National Grid will not refund any monies to Green Development.

Thank you,  
Joe Mattiello

---

**From:** Mark DePasquale <md@green-ri.com>  
**Sent:** Monday, October 18, 2021 12:05 PM  
**To:** Mattiello, Joseph <Joseph.Mattiello@nationalgrid.com>  
**Cc:** Kevin Hirsch <kh@green-ri.com>; Matt Ursillo <mu@green-ri.com>; Kevin Morin <km@green-ri.com>; Kennedy, John C. <John.Kennedy@nationalgrid.com>; Scarpone, James <James.Scarpone2@nationalgrid.com>  
**Subject:** RE: EXT || Nooseneck Duct Bank  
**Importance:** High

Joe,



We really need to come up with a plan because we want to start the week of 10/25 on the duct bank so we can finish before the end of the year. Do you have time for a call today?

Thank you.  
Mark

**Mark DePasquale**  
Chief Executive Officer  
Green Development LLC  
O: (401) 295-4998 | D: (401) 250-5050 | M: (401) 580-2060

[www.green-ri.com](http://www.green-ri.com)  
2000 Chapel View Blvd., Suite 500  
Cranston, RI 02920



---

**From:** Kennedy, John C. <[John.Kennedy@nationalgrid.com](mailto:John.Kennedy@nationalgrid.com)>  
**Sent:** Friday, October 15, 2021 2:38 PM  
**To:** Mark DePasquale <[md@green-ri.com](mailto:md@green-ri.com)>; Mattiello, Joseph <[Joseph.Mattiello@nationalgrid.com](mailto:Joseph.Mattiello@nationalgrid.com)>  
**Cc:** Kevin Hirsch <[kh@green-ri.com](mailto:kh@green-ri.com)>; Matt Ursillo <[mu@green-ri.com](mailto:mu@green-ri.com)>; Kevin Morin <[km@green-ri.com](mailto:km@green-ri.com)>  
**Subject:** RE: EXT || Nooseneck Duct Bank

Good afternoon Mark,  
To ensure timely responses to your requests please address them directly to Joe Mattiello and feel free to copy me. Joe is your main point of contact and closest to all of the details surrounding your projects. Trust that Joe keeps myself and National Grid leadership well apprised of any issues and his responses to you represent National Grid's responses. I have included the email that Mike Porcaro sent to you on September 3, 2021 for your reference.

Joe,  
Please follow up with Mark directly in response to his letter.

Best,

John Kennedy  
Manager  
Customer Energy Integration – RI

Office: 401-784-7221  
[john.kennedy@nationalgrid.com](mailto:john.kennedy@nationalgrid.com)

**nationalgrid**  
280 Melrose Street  
Providence, RI 02907

[nationalgridus.com](http://nationalgridus.com) | [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Interconnection Documents](#)

Advance Vacation Notice: October 11 & 12. October 21 – November 5.

---

**From:** Mark DePasquale [<mailto:md@green-ri.com>]  
**Sent:** Friday, October 15, 2021 1:59 PM  
**To:** Kennedy, John C. <[John.Kennedy@nationalgrid.com](mailto:John.Kennedy@nationalgrid.com)>  
**Cc:** Kevin Hirsch <[kh@green-ri.com](mailto:kh@green-ri.com)>; Matt Ursillo <[mu@green-ri.com](mailto:mu@green-ri.com)>; Kevin Morin <[km@green-ri.com](mailto:km@green-ri.com)>  
**Subject:** EXT || Nooseneck Duct Bank  
**Importance:** High

John,

Please see my letter attached regarding the Nooseneck duct bank. By October 25<sup>th</sup>, all manholes will be installed on the entire job. It is important that we resolve the cost sharing within the next seven days so I can break up the cost properly and start the 4-way duct bank. We are creating T&M slips daily with backup including all materials, manholes and labor associated with the Nooseneck duct bank work. I will send them to you after the last manhole goes in for phase one.

It is very important for me to track the cost for each section of the project separately so cost sharing can be done correctly. I am being asked to stub out up Hopkins Hill Road for future projects. It will be important to understand who the contractor is going up Hopkins Hill Road because I will keep that section separate. It's important to understand who is going up Weaver Hill Rd., I know it's Revity per the letter I received, but I believe it's EDP too. I also need to know who is continuing from Weaver Hill to the Nooseneck site. By sharing this information with me, I will be able to separate each section so it is very clear who we are cost sharing with.

I would love to set up a time for a call after you review my letter attached. Thank you very much for your time.

Thank you.  
Mark

**Mark DePasquale**  
Chief Executive Officer  
Green Development LLC  
O: (401) 295-4998 | D: (401) 250-5050 | M: (401) 580-2060

[www.green-ri.com](http://www.green-ri.com)  
2000 Chapel View Blvd., Suite 500  
Cranston, RI 02920



This e-mail, and any attachments are strictly confidential and intended for the addressee(s) only. The content may also contain legal, professional or other privileged information. If you are not the intended recipient, please notify the sender immediately and then delete the e-mail and any attachments. You should not disclose, copy or take any action in reliance on this transmission.

You may report the matter by contacting us via our [UK Contacts Page](#) or our [US Contacts Page](#) (accessed by clicking on the appropriate link)

Please ensure you have adequate virus protection before you open or detach any documents from this transmission. National Grid plc and its affiliates do not accept any liability for viruses. An e-mail reply to this address may be subject to



monitoring for operational reasons or lawful business practices.

For the registered information on the UK operating companies within the National Grid group please use the attached link: <https://www.nationalgrid.com/group/about-us/corporate-registrations>

## Matt Ursillo

---

**From:** Kennedy, John C. <John.Kennedy@nationalgrid.com>  
**Sent:** Thursday, December 16, 2021 2:19 PM  
**To:** Matt Ursillo; Mark DePasquale  
**Cc:** Mattiello, Joseph; Kevin Hirsch; Kevin Morin  
**Subject:** RE: EXT || Nooseneck Duct Bank

**Importance:** High

Hi Matt, Mark,

It was good to speak to you both this afternoon. We spoke to the cost estimate to self-perform the work required to design and install the mh/duct system for the GD Nooseneck project that Joe requested on October 20<sup>th</sup>.

I told you that we need to have the detailed estimate in hand so that we may provide for cost sharing in ISA's for projects that would utilize the mh/duct system.

You said I would have the estimate as early as today; that it was readily available – thank you for that.

I did inform you both that if I do not receive the cost estimate by the end of next week that we will not be able to provide for cost sharing of the mh/duct system. We will need a level of detail provided; material, labor, transportation/equipment costs for example.

Please feel free to contact Joe or I with any questions.

Note that we also discussed end of year projects and that we seem to be in very good shape to interconnect all of the targeted GD projects which is great news.

Best,

John Kennedy  
Manager  
Customer Energy Integration – RI

Office: 401-784-7221  
[john.kennedy@nationalgrid.com](mailto:john.kennedy@nationalgrid.com)

**nationalgrid**  
280 Melrose Street  
Providence, RI 02907

[nationalgridus.com](http://nationalgridus.com) | [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Interconnection Documents](#)

**Advance Vacation Notice: n/a**

---

**From:** Mattiello, Joseph  
**Sent:** Wednesday, October 20, 2021 11:10 AM  
**To:** Mark DePasquale <[md@green-ri.com](mailto:md@green-ri.com)>  
**Cc:** Kevin Hirsch <[kh@green-ri.com](mailto:kh@green-ri.com)>; Matt Ursillo <[mu@green-ri.com](mailto:mu@green-ri.com)>; Kevin Morin <[km@green-ri.com](mailto:km@green-ri.com)>; Kennedy, John C. <[John.Kennedy@nationalgrid.com](mailto:John.Kennedy@nationalgrid.com)>; Scarpone, James <[James.Scarpone2@nationalgrid.com](mailto:James.Scarpone2@nationalgrid.com)>  
**Subject:** RE: EXT || Nooseneck Duct Bank

Hello Mark,



The portion of the duct bank system that could be cost shared is from the riser pole on Hopkins Hill Road to the three-way manhole located at the intersection of Nooseneck and Weaver Hill Road. Currently, Green Development is the only participant in building out that duct bank. The rest of the duct bank system will be used solely by Green Development, so cost sharing will not be applicable. As of right now, Green Development will be responsible to pay for 100% of the duct bank system between the riser pole on Hopkins Hill Road and the three-way manhole at the intersection of Nooseneck and Weaver Hill Road. Assuming all ISAs that we anticipate will be executed in the coming weeks are executed and those projects proceed to interconnection, the pro-rated portion Green Development would be responsible for could be ~28.3%. The cost sharing for this project will be handled by National Grid. National Grid is not obligated to share which developers are in the queue or have executed ISAs and will not have any involvement in communications between customers.

As far as the actual construction for this project, it is important to communicate with Nelson Antunes on any specific questions that may arise during this process as Nelson is the National Grid Project Manager assigned to this project. Green Development will be responsible to build the design which has been approved by National Grid.

I would like to stress the fact that National Grid requires Green Development to provide their estimate of the cost immediately for this work to move forward with other customers in the event other customers use a portion of the duct work. The total amount being cost shared must be approved first via the ISR process with the Division and then by the PUC and therefore needs to be robust enough for their regulatory scrutiny. In addition, Green Development should be prepared to provide answers to any data requests the Division or the PUC may have and testify under oath as to the costs. Until the cost share proposal is approved by the PUC, National Grid will not refund any monies to Green Development.

Thank you,  
Joe Mattiello

---

**From:** Mark DePasquale <[md@green-ri.com](mailto:md@green-ri.com)>  
**Sent:** Monday, October 18, 2021 12:05 PM  
**To:** Mattiello, Joseph <[Joseph.Mattiello@nationalgrid.com](mailto:Joseph.Mattiello@nationalgrid.com)>  
**Cc:** Kevin Hirsch <[kh@green-ri.com](mailto:kh@green-ri.com)>; Matt Ursillo <[mu@green-ri.com](mailto:mu@green-ri.com)>; Kevin Morin <[km@green-ri.com](mailto:km@green-ri.com)>; Kennedy, John C. <[John.Kennedy@nationalgrid.com](mailto:John.Kennedy@nationalgrid.com)>; Scarpone, James <[James.Scarpone2@nationalgrid.com](mailto:James.Scarpone2@nationalgrid.com)>  
**Subject:** RE: EXT || Nooseneck Duct Bank  
**Importance:** High

Joe,

We really need to come up with a plan because we want to start the week of 10/25 on the duct bank so we can finish before the end of the year. Do you have time for a call today?

Thank you.  
Mark

**Mark DePasquale**  
Chief Executive Officer  
Green Development LLC  
O: (401) 295-4998 | D: (401) 250-5050 | M: (401) 580-2060

[www.green-ri.com](http://www.green-ri.com)  
2000 Chapel View Blvd., Suite 500  
Cranston, RI 02920



---

**From:** Kennedy, John C. <[John.Kennedy@nationalgrid.com](mailto:John.Kennedy@nationalgrid.com)>  
**Sent:** Friday, October 15, 2021 2:38 PM  
**To:** Mark DePasquale <[md@green-ri.com](mailto:md@green-ri.com)>; Mattiello, Joseph <[Joseph.Mattiello@nationalgrid.com](mailto:Joseph.Mattiello@nationalgrid.com)>  
**Cc:** Kevin Hirsch <[kh@green-ri.com](mailto:kh@green-ri.com)>; Matt Ursillo <[mu@green-ri.com](mailto:mu@green-ri.com)>; Kevin Morin <[km@green-ri.com](mailto:km@green-ri.com)>  
**Subject:** RE: EXT || Nooseneck Duct Bank

Good afternoon Mark,  
To ensure timely responses to your requests please address them directly to Joe Mattiello and feel free to copy me. Joe is your main point of contact and closest to all of the details surrounding your projects. Trust that Joe keeps myself and National Grid leadership well apprised of any issues and his responses to you represent National Grid's responses. I have included the email that Mike Porcaro sent to you on September 3, 2021 for your reference.

Joe,  
Please follow up with Mark directly in response to his letter.

Best,

John Kennedy  
Manager  
Customer Energy Integration – RI

Office: 401-784-7221  
[john.kennedy@nationalgrid.com](mailto:john.kennedy@nationalgrid.com)

**nationalgrid**  
280 Melrose Street  
Providence, RI 02907

[nationalgridus.com](http://nationalgridus.com) | [Twitter](#) | [LinkedIn](#) | [Facebook](#) | [Interconnection Documents](#)

Advance Vacation Notice: October 11 & 12. October 21 – November 5.

---

**From:** Mark DePasquale [<mailto:md@green-ri.com>]  
**Sent:** Friday, October 15, 2021 1:59 PM  
**To:** Kennedy, John C. <[John.Kennedy@nationalgrid.com](mailto:John.Kennedy@nationalgrid.com)>  
**Cc:** Kevin Hirsch <[kh@green-ri.com](mailto:kh@green-ri.com)>; Matt Ursillo <[mu@green-ri.com](mailto:mu@green-ri.com)>; Kevin Morin <[km@green-ri.com](mailto:km@green-ri.com)>  
**Subject:** EXT || Nooseneck Duct Bank  
**Importance:** High

John,

Please see my letter attached regarding the Nooseneck duct bank. By October 25<sup>th</sup>, all manholes will be installed on the entire job. It is important that we resolve the cost sharing within the next seven days so I can break up the cost properly and start the 4-way duct bank. We are creating T&M slips daily with backup including all materials, manholes and labor associated with the Nooseneck duct bank work. I will send them to you after the last manhole goes in for phase one.



It is very important for me to track the cost for each section of the project separately so cost sharing can be done correctly. I am being asked to stub out up Hopkins Hill Road for future projects. It will be important to understand who the contractor is going up Hopkins Hill Road because I will keep that section separate. It's important to understand who is going up Weaver Hill Rd., I know it's Revity per the letter I received, but I believe it's EDP too. I also need to know who is continuing from Weaver Hill to the Nooseneck site. By sharing this information with me, I will be able to separate each section so it is very clear who we are cost sharing with.

I would love to set up a time for a call after you review my letter attached. Thank you very much for your time.

Thank you.

Mark

**Mark DePasquale**

Chief Executive Officer

Green Development LLC

O: (401) 295-4998 | D: (401) 250-5050 | M: (401) 580-2060

[www.green-ri.com](http://www.green-ri.com)

2000 Chapel View Blvd., Suite 500

Cranston, RI 02920



This e-mail, and any attachments are strictly confidential and intended for the addressee(s) only. The content may also contain legal, professional or other privileged information. If you are not the intended recipient, please notify the sender immediately and then delete the e-mail and any attachments. You should not disclose, copy or take any action in reliance on this transmission.

You may report the matter by contacting us via our [UK Contacts Page](#) or our [US Contacts Page](#) (accessed by clicking on the appropriate link)

Please ensure you have adequate virus protection before you open or detach any documents from this transmission. National Grid plc and its affiliates do not accept any liability for viruses. An e-mail reply to this address may be subject to monitoring for operational reasons or lawful business practices.

For the registered information on the UK operating companies within the National Grid group please use the attached link: <https://www.nationalgrid.com/group/about-us/corporate-registrations>

Nooseneck Duct Bank  
Cost Summary

4/11/2022

Vendor	Scope	Total Budgeted Cost ( do not change)	Cost To Date	Estimated Cost Remaining	Total Estimated Cost at Completion
<b>Engineering</b>					
Green Development	GD Survey Engineering - GD Survey Verification of Route	23,000.00	23,000.00	-	23,000.00
Green Development	GD Engineering - Design/DOT/National Grid	267,000.00	267,000.00	-	267,000.00
				-	
BETA Group	Detour Planning	1,445.00	1,445.00	-	1,445.00
Black & Veach	Pull Calculations	23,570.89	21,598.31	1,972.58	23,570.89
MEC	Engineering	24,000.00	24,000.00	-	24,000.00
National Surveying	Surveying	20,420.00	20,420.00	-	20,420.00
National Surveying	Surveying	2,180.00	2,180.00	-	2,180.00
National Surveying - In job cost	Surveying	4,315.00	4,315.00	-	4,315.00
<b>Sub- Total</b>		<b>\$ 365,930.89</b>	<b>\$ 363,958.31</b>	<b>\$ 1,972.58</b>	<b>\$ 365,930.89</b>
<b>General Requirements</b>					
CNA	Bond for State	500.00	500.00	-	500.00
AA Thrifty Signs	Signage	406.60	406.60	-	406.60
AA Thrifty Signs	Detour Signage	963.00	963.00	-	963.00
AAA Mobile Warehouse	Storage Container	683.73	991.89	-	991.89
Collettas Garage	Equipment Moves	262.50	262.50	-	262.50
JRV	Equipment Moves	1,755.00	1,755.00	-	1,755.00
Scituate Portable	General Requirements- Temp Facilities	1,800.00	2,200.00	-	2,200.00
Williams Scotsman	Trailer Delivery	7,775.39	11,886.31	-	11,886.31
RFA& MEC	Temporary Electric - Trailer	4,920.96	4,920.96	-	4,920.96
<b>Sub-Total</b>		<b>\$ 19,067.18</b>	<b>\$ 23,886.26</b>	<b>\$ -</b>	<b>\$ 23,886.26</b>
<b>Subcontractors</b>					
ABC Concrete forms	Concrete Forms Subcontractor	300,000.00	344,327.70	55,672.30	400,000.00
AEI	Utility Inspections	17,700.00	17,700.00	-	17,700.00
Baycrane	Cranes , Hoist,	36,523.00	9,044.66	-	9,044.66
Clark & Company Trucking	Trucking	52,550.00	52,550.00	-	52,550.00
East Coast Trucking	Trucking	-	1,155.07	-	1,155.07
Future Sealcoating	Road Markings	3,850.00	3,850.00	-	3,850.00
Howard Bishop	Saw cutting	190,000.00	61,740.95	128,259.05	190,000.00
JH Lynch & Sons	Hauling	-	49,554.70	-	49,554.70
JRV	Crushing Service Subcontractor	373,878.00	95,909.76	277,968.24	373,878.00
John Rosa Construction	Raise Manhole Cover	-	4,700.00	-	4,700.00
John Rosa Construction	Pour concrete for manholes	-	1,500.00	-	1,500.00
M&M Landscaping	Asphalt Subcontractor	457,400.00	443,129.45	-	443,129.45
T. Miozzi- Milling	Milling & Restoration	1,836,450.00	-	1,836,450.00	1,836,450.00



Nooseneck Duct Bank  
Cost Summary

4/11/2022

Vendor	Scope	Total Budgeted Cost ( do not change)	Cost To Date	Estimated Cost Remaining	Total Estimated Cost at Completion
Northeastern Tree	Tree Cutting	6,400.00	19,400.00		19,400.00
RFA	Electrical Subcontractor	583,000.00	498,700.00	84,300.00	583,000.00
Rambone Disposal	Disposal	1,330.00	5,069.10		5,069.10
Rambone Trucking- Rambone Bros	Trucking	46,707.50	50,687.50		50,687.50
RSK Enterprises	Trucking	77,472.50	103,544.90	3,427.60	106,972.50
SKS General	Trucking	-	593.75	-	593.75
T. Miozzi- Sidewinder Services & Trucking	Sidewinder Services/ trucking/Paving Labor	49,908.75	49,908.75	-	49,908.75
T. Miozzi	Sidewinder services w operator	-	15,400.00	2,100.00	17,500.00
T. Miozzi	Trench Patching	-	58,849.20		51,304.20
<b>Sub-Total</b>		<b>\$ 4,033,169.75</b>	<b>\$ 1,887,315.49</b>	<b>\$ 2,388,177.19</b>	<b>\$ 4,267,947.68</b>
<b>Traffic Control</b>					
IDS Safety	Traffic Detail Safety	164,075.85	259,434.16	-	259,434.16
IDS Safety	Traffic Detail Signage Rental	21,270.24	-	21,270.24	21,270.24
NE Highway	Traffic Control Materials	5,136.00	5,136.00	-	5,136.00
NE Highway	Traffic Control Materials	3,466.80	4,262.88	-	4,262.88
NE Highway	Traffic Central Materials	803.11	803.11	-	803.11
NE Highway	Traffic Control Materials	1,412.29	1,412.29	-	1,412.29
NE Highway	Traffic Control Materials	759.70	759.70	-	759.70
NE Highway	Traffic Control Materials	915.83	915.83	-	915.83
NE Highway	Traffic Control Materials	406.26	406.26	-	406.26
NE Highway	Traffic Control Materials	652.59	652.59	-	652.59
NE Highway	Traffic Control Materials	1,078.47	1,078.47	-	1,078.47
Town of WG	Police Detail	103,702.37	209,509.34	-	209,509.34
Town of Exeter	Police Detail	20,314.80	33,000.00		33,000.00
Coventry Police	Police Detail	12,868.46	59,573.73		59,573.73
East Greenwich	Police Detail	-	1,423.59	-	1,423.59
<b>Sub-Total</b>		<b>\$ 336,862.77</b>	<b>\$ 578,367.95</b>	<b>\$ 21,270.24</b>	<b>\$ 599,638.19</b>
<b>Material</b>					
Contractors Supply	Spec Mix	751.95	751.95	-	751.95
Contractors Supply	Spec Mix, Tarp, Sewer Brick	6,257.67	6,257.67	-	6,257.67
Contractors Supply	Survey Stakes, Hay	230.25	230.25	-	230.25
Contractors Supply	Paver Grade	2,172.10	2,172.10	-	2,172.10
Contractors Supply	Spec Mix	3,072.01	3,072.01	-	3,072.01

Nooseneck Duct Bank  
Cost Summary

4/11/2022

Vendor	Scope	Total Budgeted Cost ( do not change)	Cost To Date	Estimated Cost Remaining	Total Estimated Cost at Completion
Contractors Supply	Sewer Brick	4,930.56	4,930.56	-	4,930.56
Contractors Supply	Leveling Rod/Broom	158.56	158.56	-	158.56
Contractors Supply	Tie Wire	712.57	712.57	-	712.57
Contractors Supply	Spec Mix	1,536.01	1,536.01	-	1,536.01
Contractors Supply	Hydraulic Cement	-	420.19	-	420.19
Contractors Supply	Easy Pplug Hydraulic Cement	-	289.76	-	289.76
Contractors Supply			280.21	-	280.21
Cullion Concrete	Flowable Fill Material	228,393.64	155,613.66	72,779.98	228,393.64
Cullion Concrete	Concrete Material	437,467.36	395,358.94	153,150.88	548,509.82
Cullion Concrete			773.08		773.08
D'ambra Construction	Cold Patch	5,992.00	5,992.00	-	5,992.00
Douglas Lumber	Plywood	1,572.90	1,572.90	-	1,572.90
Koszela Lumber	Plywood	421.59	421.59	-	421.59
Durastone Corporation	Standard Curb	1,213.38	1,213.38	-	1,213.38
EW Electrical	Pipe, Fittings etc.	77,070.70	89,069.58	-	89,069.58
EW Electrical	Pipe	1,425,222.37	1,424,229.26	-	1,424,229.26
EW Electrical	CU Wire	5,666.63	5,666.53	-	5,666.53
EW Electrical	Ground Rod Clamp	4,141.80	3,217.86	-	3,217.86
EW Electrical	Bare 4/0 CU	1,836.19	1,836.19	-	1,836.19
EW Electrical	Red Electrical Tape	-	695.24	-	695.24
EW Electrical	PVC Plug	101.22	101.22	-	101.22
EW Electrical	PVC Plug	-	111.89	-	111.89
EW Electrical	Trench Drainage Materials	-	12,986.45	-	12,986.45
EW Electrical	quiktape	-	2,151.20	-	2,151.20
EW Electrical	Elbows		2,997.31		2,997.31
Genalco	Eye Bolt	742.68	742.68	-	742.68
Genalco	Chain Assembly	3,396.36	3,396.37	-	3,396.37
Genalco	5/8 Tie Down Ring	115.86	115.86	-	115.86
Genalco	SRV 938 Tie Down , shackle ,	205.43	205.43	-	205.43
Graybar	Rise Pole Straps	334.91	-	-	-
Graybar	Ground Rod Clamp	26,447.83	26,417.57	-	26,417.57
Graybar	Cement Glue	4,711.81	4,711.81	-	4,711.81
Graybar	Caution Tape	943.45	943.45	-	943.45
Graybar	6x2 Base Spacers	11,853.60	11,903.19	-	11,903.19
Graybar	Ground Rod Clamp	894.79	894.79	-	894.79
Graybar	Couplings, cable tie down	-	485.58	-	485.58
Graybar	6x2 Intermediate spacers	-	115.67	-	115.67
Graybar	6x2 Intermediate spacers	-	6,719.60	-	6,719.60
HB Welding	Duct bank Frames	11,885.28	11,885.28	-	11,885.28

Nooseneck Duct Bank  
Cost Summary

4/11/2022

Vendor	Scope	Total Budgeted Cost ( do not change)	Cost To Date	Estimated Cost Remaining	Total Estimated Cost at Completion
Home Depot	Sheeting	-	203.27	-	203.27
Home Depot	plywood	-	438.90	-	438.90
Home Depot	quikrite cement	-	96.82	-	96.82
New England Highway	Latex Gloves/Winter gloves	-	793.81	-	793.81
Northeast Electrical	PV Bell End	39.09	39.09	-	39.09
Northeast Electrical	Burial Tape	735.45	-	735.45	735.45
Northeast Electrical	Red Electrical Tape	1,970.00	1,970.00	-	1,970.00
Pasteryak Asphalt Material	Asphalt Material	464,380.00	161,624.30	302,755.70	464,380.00
PJ Keating	Stone	30,495.00	9,084.64	21,410.36	30,495.00
PJ Keating	3/4 washed ledge stone , 3/4 crushed stone	3,169.50	3,169.50	-	3,169.50
Pro Tool	Diamond Blades	692.54	692.54	-	692.54
RE Steel	Reinforcing Steel	6,066.90	6,066.90	-	6,066.90
RE Steel	Reinforcing Steel	5,671.00	5,671.00	-	5,671.00
RE Steel	Reinforcing Steel	3,540.00	3,787.80	-	3,787.80
Rexel	6" Pole Straps	-	441.66	-	441.66
Scituate Concrete Products	Rises/Reinforced Manhole Set up	466.44	466.44	-	466.44
Shawmut Metal Product	Plates	2,863.65	2,863.65	-	2,863.65
Shea Concrete	Manholes	367,267.10	360,504.10	6,763.00	367,267.10
Spaulding Brick	sewer brick	1,812.78	1,812.78	-	1,812.78
T.Miozzi- Aphalt Material	Asphalt Material	183,554.39	159,438.93	24,115.46	183,554.39
Winwater	Hard Sewer Brink Inverters	601.07	601.07	-	601.07
Winwater	Catch Basin	1,348.20	1,348.20	-	1,348.20
Winwater	End Sections , catch basin, manhole cover hook	4,513.19	4,513.19	-	4,513.19
Winwater	Clayx Ductile Coup		62.66		62.66
Winwater	PVC		444.84		444.84
<b>Sub-Total</b>		<b>\$ 3,349,639.76</b>	<b>\$ 2,919,493.49</b>	<b>\$ 581,710.83</b>	<b>\$ 3,501,204.32</b>
<b>Equipment Rental &amp; Repairs</b>				-	
National Trench	Trench Boxes	28,257.26	68,689.17	-	68,689.17
Roadplate Group, LLC	Trench Boxes/Roadplates	197,652.75	187,752.65	9,900.10	197,652.75
<b>Sub-Total</b>	<b>Sub Total</b>	<b>\$ 225,910.01</b>	<b>\$ 256,441.82</b>	<b>\$ 9,900.10</b>	<b>\$ 266,341.92</b>



Nooseneck Duct Bank  
 Cost Summary

4/11/2022

Vendor	Scope	Total Budgeted Cost ( do not change)	Cost To Date	Estimated Cost Remaining	Total Estimated Cost at Completion
	Engineering, Sub & Material Total	\$ 8,330,580.36	6,029,463.32	3,003,030.94	9,024,949.26
	Labor & Equipment to Completion	\$ 5,901,095.90	\$ 4,301,642.46	\$ 1,599,453.44	\$ 5,901,095.90
	<b>Grand Total</b>	<b>\$ 14,231,676.26</b>	<b>10,331,105.78</b>	<b>4,602,484.38</b>	<b>14,926,045.16</b>
		Budget	Cost To Date	Estimating Remaining	Total Estimated Cost at Completion
	<b>Total for 17200' of 31100'</b>	<b>7,870,894.91</b>	<b>5,713,666.22</b>	<b>2,545,425.45</b>	<b>8,254,918.87</b>
Cost Sharing	NEP-21-G02-006 , EDP, 3310, 10MW, 14%	\$ 1,101,925.29	\$ 799,913.27	\$ 356,359.56	\$ 1,155,688.64
	NEP-21-G02-012 , Revity, 3309, 40MW, 57%	\$ 4,486,410.10	\$ 3,256,789.74	\$ 1,450,892.50	\$ 4,705,303.75
	NEP-21-G02-035, Green, 3310, 20MW, 29%	\$ 2,282,559.52	\$ 1,656,963.20	\$ 738,173.38	\$ 2,393,926.47