



100 Westminster Street, Suite 1500  
Providence, RI 02903-2319  
p: 401-274-2000 f: 401-277-9600  
hinckleyallen.com

**Adam M. Ramos**  
aramos@hinckleyallen.com  
Direct Dial: 401-457-5164

July 1, 2015

**Via Electronic Mail and First Class Mail**

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

**Re: Docket Nos. 4277/4288 – In Re: Petition of WED Coventry One, LLC, et al.; and Distributed Generation Enrollment Application & Enrollment Process Rules**

Dear Ms. Massaro:

Enclosed for filing, please find an original and nine copies of the Settlement Agreement in the above-entitled matters. The parties respectfully request that approval of this Settlement Agreement be placed on the agenda for the next open meeting.

Thank you for your attention to this matter. If you have any questions, please feel free to contact me at (401) 274-2000.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam M. Ramos".

Adam M. Ramos

AMR:cw  
Enclosure

cc: Docket Nos. 4277/4288 Service List (electronically only)

▶ ALBANY ▶ BOSTON ▶ CONCORD ▶ HARTFORD ▶ NEW YORK ▶ PROVIDENCE

**Docket No. 4277 – National Grid National Grid – Distributed Generation Enrollment  
Application & Enrollment Process Rules  
Service Lists updated 4/29/15**

**\*Requested to receive hard copy of all pleadings.**

<b>Parties' Name/Address</b>	<b>E-mail</b>	<b>Phone</b>
Marion S. Gold, Administrator <b>RI Office of Energy Resources</b> One Capitol Hill Providence, RI 02908-5850	<a href="mailto:Marion.Gold@energy.ri.gov">Marion.Gold@energy.ri.gov</a> ;	401-574-9119
	<a href="mailto:Joyce.discuillo@energy.ri.gov">Joyce.discuillo@energy.ri.gov</a> ;	
Christopher Kearns, Program Service Officer RI Office of Energy Resources	<a href="mailto:Christopher.Kearns@energy.ri.gov">Christopher.Kearns@energy.ri.gov</a> ;	
	<a href="mailto:Nicholas.ucci@energy.ri.gov">Nicholas.ucci@energy.ri.gov</a> ;	
	<a href="mailto:Danny.Musher@energy.ri.gov">Danny.Musher@energy.ri.gov</a> ;	
Daniel W. Majcher, Esq. Dept. of Administration Division of Legal Services One Capitol Hill, 4 <sup>th</sup> Floor Providence, RI 02908	<a href="mailto:Daniel.majcher@doa.ri.gov">Daniel.majcher@doa.ri.gov</a> ;	401-222-8880
Raquel Websber. Esq. <b>National Grid</b> 280 Melrose St. Providence, RI 02907	<a href="mailto:Thomas.teehan@nationalgrid.com">Thomas.teehan@nationalgrid.com</a> ;	401-784-7667
	<a href="mailto:Celia.obrien@nationalgrid.com">Celia.obrien@nationalgrid.com</a> ;	
	<a href="mailto:Joanne.scanlon@nationalgrid.com">Joanne.scanlon@nationalgrid.com</a> ;	
	<a href="mailto:Raquel.webster@nationalgrid.com">Raquel.webster@nationalgrid.com</a> ;	
	<a href="mailto:Brooke.skulley@nationalgrid.com">Brooke.skulley@nationalgrid.com</a> ;	
	<a href="mailto:corinne.didomenico@nationalgrid.com">corinne.didomenico@nationalgrid.com</a> ;	
Adam M. Ramos Hinckley Allen 50 Kennedy Plaza, Suite 1500 Providence, RI 02903-2319	<a href="mailto:Aramos@hinckleyallen.com">Aramos@hinckleyallen.com</a> ;	401-457-5164
*Karen Lyons, Esq. <b>Dept. of Attorney General</b> 150 South Main St. Providence, RI 02903	<a href="mailto:Klyons@riag.ri.gov">Klyons@riag.ri.gov</a> ;	401-222-2424
	<a href="mailto:dmacrae@riag.ri.gov">dmacrae@riag.ri.gov</a> ;	
	<a href="mailto:jmunoz@riag.ri.gov">jmunoz@riag.ri.gov</a> ;	
Jon Hagopian, Sr. Counsel <b>Division of Public Utilities and Carriers</b> 89 Jefferson Blvd. Warwick, RI 02888	<a href="mailto:Jon.hagopian@dpuc.ri.gov">Jon.hagopian@dpuc.ri.gov</a> ;	401-784-4775
	<a href="mailto:Steve.scialabba@dpuc.ri.gov">Steve.scialabba@dpuc.ri.gov</a> ;	
	<a href="mailto:Al.contente@dpuc.ri.gov">Al.contente@dpuc.ri.gov</a> ;	
	<a href="mailto:Joseph.shilling@dpuc.ri.gov">Joseph.shilling@dpuc.ri.gov</a> ;	
Richard Hahn Lacapra Associates 1 Washington Mall, 9th floor Boston, MA 02108	<a href="mailto:rhahn@lacapra.com">rhahn@lacapra.com</a> ;	
	<a href="mailto:apereira@lacapra.com">apereira@lacapra.com</a> ;	
Jerry Elmer, Esq. <b>Conservation Law Foundation</b> 55 Dorrance Street Providence, RI 02903	<a href="mailto:jelmer@clf.org">jelmer@clf.org</a> ;	401-351-1102 Ext. 2012
Alan M Shoer, Esq. ( <b>CME Energy Inc.</b> ) Adler Pollock & Sheehan P.C. One Citizens Plaza, 8th Floor Providence, RI 02903	<a href="mailto:ashoer@apslaw.com">ashoer@apslaw.com</a> ;	

Seth H. Handy, Esq. ( <b>Wind Energy Dev., Washington County Regional Planning, and Alteris Renewables, Inc.</b> ) Council Handy Law, LLC 42 Weybosset St. Providence, RI 02903	<a href="mailto:seth@handylawllc.com">seth@handylawllc.com</a> ;	401-626-4839
Jeff Broadhead, Executive Director WCRPC	<a href="mailto:jb@wcrpc.org">jb@wcrpc.org</a> ;	
Mark Depasquale, Wind Energy Development	<a href="mailto:mdepasquale@windenergydevelopmentllc.com">mdepasquale@windenergydevelopmentllc.com</a> ;	
Mike McElroy, Esq. ( <b>Constellation Energy</b> ) Schacht & McElroy PO Box 6721 Providence, RI 02940-6721	<a href="mailto:Michael@McElroyLawOffice.com">Michael@McElroyLawOffice.com</a> ;	401-351-4100
Jeffrey W. Garrison, Regulatory Associate Constellation Energy	<a href="mailto:Jeffrey.Garrison@constellation.com">Jeffrey.Garrison@constellation.com</a> ;	410-470-3160
Daniel Allegretti, VP Energy Policy Constellation Energy Commodities	<a href="mailto:Daniel.W.Allegretti@constellation.com">Daniel.W.Allegretti@constellation.com</a> ;	603-224-9653
<b>File an original &amp; 9 copies w/:</b> Luly E. Massaro, Commission Clerk <b>Public Utilities Commission</b> 89 Jefferson Blvd. Warwick, RI 02888	<a href="mailto:Luly.massaro@puc.ri.gov">Luly.massaro@puc.ri.gov</a> ;	401-780-2107
	<a href="mailto:Alan.nault@puc.ri.gov">Alan.nault@puc.ri.gov</a> ;	
	<a href="mailto:Todd.bianco@puc.ri.gov">Todd.bianco@puc.ri.gov</a> ;	
	<a href="mailto:Amy.Dalessandro@puc.ri.gov">Amy.Dalessandro@puc.ri.gov</a> ;	

## SETTLEMENT AGREEMENT

Objector WED Coventry One, LLC (“WED One”) and The Narragansett Electric Company d/b/a National Grid (“National Grid” or the “Company”) (collectively, the “Parties”) have agreed to the terms of this Settlement Agreement to resolve all disputes and claims raised in the Objection by WED Coventry One, LLC (the “Objection”) filed by WED One in Docket No. 4277 and Docket No. 4288 to National Grid’s third enrollment report for 2014 DG Standard Contracts.

WHEREAS, WED One submitted an application for enrollment in National Grid’s third enrollment for 2014 DG Standard Contracts;

WHEREAS, National Grid rejected WED One’s application for enrollment in National Grid’s third enrollment for 2014 DG Standard Contracts;

WHEREAS, National Grid filed its Third 2014 RI DG Enrollment Report in Docket No. 4277 and Docket No. 4288 on December 23, 2014;

WHEREAS, National Grid’s Third 2014 RI DG Enrollment Report did not identify WED One as one of the applicant’s selected for enrollment;

WHEREAS, WED One filed a motion to intervene in Docket No. 4277 and Docket No. 4288 and the Objection on or about January 2, 2015;

WHEREAS, National Grid responded the Objection on or about March 6, 2015;

WHEREAS, the Rhode Island Public Utilities Commission previously scheduled a hearing on the Objection for June 11, 2015, and the Parties notified the Rhode Island Public Utilities Commission that they had reached an agreement in principle to settle the disputes raised by the Objection on May 15, 2015;

WHEREAS, National Grid has available nameplate capacity under the Third 2014 RI DG Standard Contract Program Enrollment to enroll WED One’s contract without exceeding the nameplate capacity targets for the program and without removing any other project from the enrollment; and

WHEREAS, the Parties desire to resolve all disputes between and among them subject to the terms and conditions contained herein;

Therefore, the Parties agree as follows:

1. National Grid will enroll the distributed generation project identified in WED One’s application for the Third 2014 RI DG Enrollment as part of that enrollment in the RI Distributed Generation Standard Contract program, provided that WED One complies with all the obligations required under that program for enrollment.

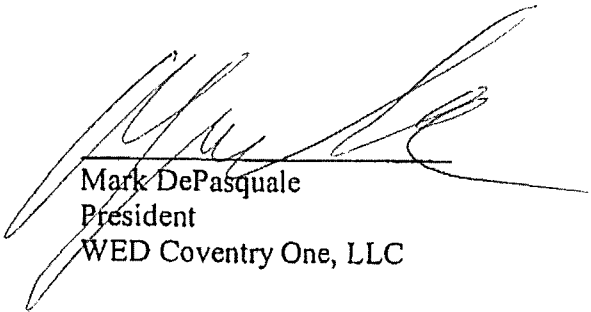
2. WED One agrees to comply with all the requirements for applicants and enrollees in connection with its enrollment in the Third Enrollment of the 2014 RI DG Standard Contract Program.
3. WED One will not be disqualified from participation in the contract because of any delay associated with production of the net metering Schedule B which WED One is still finalizing with the Town of Coventry, provided that WED One delivers a completed Schedule B to National Grid within seven (7) business days of the Rhode Island Public Utilities Commission's approval of this Settlement Agreement.
4. National Grid will file a Revised Third 2014 RI DG Enrollment Report in Docket No. 4277 and Docket No. 4288 to reflect the inclusion of the WED One distributed generation standard contract in that enrollment.
5. The WED One project and the DG Standard Contract for the project will be treated the same as all other distributed generation projects enrolled in the Third 2014 DG Standard Contract enrollment, including without limitation the manner in which such projects are treated under title 39 of the Rhode Island General Laws and all associated regulations for purposes of National Grid recovering costs related to the WED One project.
6. WED One, and its present and former corporate affiliates, parent companies, owners, subsidiaries, officers, directors, shareholders, employees, agents, representatives, assigns, affiliates, divisions, joint ventures, co-venturers, attorneys, accountants, predecessors, successors, heirs, related entities, insurers, brokers, and any other entity in any way owned or affiliated with it, unconditionally and irrevocably remise, release, acquit, and forever discharge all persons and entities, including National Grid and its present and former corporate affiliates, parent companies, owners, subsidiaries, officers, directors, shareholders, employees, agents, representatives, assigns, affiliates, divisions, joint ventures, co-venturers, attorneys, accountants, predecessors, successors, heirs, related entities, insurers, brokers, and any other entity in any way owned or affiliated with it, from any and all manner of action or actions, cause or causes of action, suits, debts, damages, claims, demands, judgments, or execution whatsoever, whether in contract, tort, or otherwise, and whether in law or in equity, which it ever had, has now, or may ever have against all persons or entities, including National Grid, from the beginning of the world to the date of this Settlement Agreement, whether known or unknown, accrued or unaccrued, by reason of, arising from or related to the subject matter of the Objection, except any claims related to the performance guaranty deposit paid in connection with WED One's August 2, 2013 DG Standard Contract.
7. This Settlement Agreement shall be governed, construed and interpreted by, and in accordance with, Rhode Island law without regard to its conflicts of law rules or rulings.
8. Each of the Parties is duly authorized to execute this Settlement Agreement and to enter into the settlement described herein.

9. No promise, inducement, representation, or agreement not herein expressed has been made to any Party. This Settlement Agreement contains the entire agreement between the Parties and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof. This Settlement Agreement cannot be amended, released, discharged, changed, modified, or terminated in any manner without the consent, in writing, of all the Parties hereto and the approval of the Rhode Island Public Utilities Commission. There are no collateral or outside agreements of any kind between the Parties.
10. Each party to this Settlement Agreement acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter into this Settlement Agreement. The language of all parts of this Settlement Agreement will in all cases be construed as a whole in accordance with its fair meaning and shall not be construed for or against any party hereto. The Parties warrant that they have read this Settlement Agreement, have had an opportunity to discuss it with counsel, understand its terms, and are executing it voluntarily and of their own free will.
11. This Settlement Agreement is subject to approval by the Rhode Island Public Utilities Commission, and it will not become effective, nor will the WED One project become a part of the 2014 DG Standard Contract program, until such time as the PUC approves this Settlement Agreement.

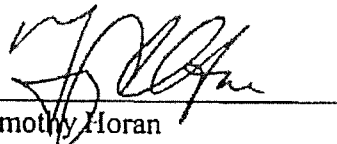
-----REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-----

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the Parties duly authorized and designated, execute this Settlement Agreement on this \_\_ day of June, 2015.



Mark DePasquale  
President  
WED Coventry One, LLC



Timothy Horan  
President  
The Narragansett Electric Company d/b/a  
National Grid

53286120v4 - 06/11/2015