Raquel J. Webster
Senior Counsel

November 13, 2015

BY HAND DELIVERY AND ELECTRONIC MAIL

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

RE: Docket 4483 – In Re: Petition of Wind Energy Development, LLC and ACP Land, LLC Relating to Interconnection

National Grid's Memorandum of Law in Response to Petitioners' October 27, 2015 Memorandum of Law

Dear Ms. Massaro:

I have enclosed National Grid's[1] memorandum of law in response to Wind Energy Development, LLC and ACP Land, LLC's (Petitioners) October 27, 2015 memorandum of law in the above-referenced docket. Please note that the Company's memorandum of law includes a response to the supplemental pre-filed testimony of Mark DePasquale, which was provided to the parties at the hearing in this docket on October 14, 2015.

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

Very truly yours,

Raquel J. Webster

Docket 4483 Service List
Leo Wold, Esq.
Steve Scialabba, Division

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

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RHODE ISLAND PUBLIC UTILITIES COMMISSION

Wind Energy Development, LLC and ACP Land, LLC's Petition for Dispute Resolution Relating To Interconnection	)	Docket No. 4483

MEMORANDUM OF LAW FOR NATIONAL GRID

I. INTRODUCTION

On January 15, 2015, National Grid[1] filed with the Rhode Island Public Utilities Commission (PUC) proposed revisions to its Distributed Generation (DG) Interconnection Tariff (R.I.P.U.C. No. 2078) (DG Tariff') in compliance with the PUC's November 12, 2014 memorandum or interim order (Interim Order) arising from the petition for dispute resolution filed by Wind Energy Development, LLC and ACP Land, LLC (collectively, WED) on January 15, 2014. After these proposed revisions to the DG Tariff were filed, the PUC provided the opportunity for WED, National Grid, and the Rhode Island Division of Public Utilities and Carriers (Division) to submit testimony. Subsequently, the PUC held an evidentiary hearing on October 14, 2015. On October 27, 2015, WED filed a Memorandum of Law expressing dissatisfaction with the Company's proposed DG Interconnection Tariff revisions and made recommendations regarding the Company's proposed revisions.

As described below, the Company's proposed DG Tariff revisions: (1) properly clarify and simplify the interconnection process while maintaining safeguards for a reliable electrical system; and (2) appropriately allocate costs for interconnection based on cost causation

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

principles in Rhode Island law. In addition, WED's allegations are erroneous, and its recommendations must be rejected. Accordingly, the Company respectfully requests that the PUC adopt the Company's proposed DG Tariff because it will encourage renewable energy development while properly allocating the costs for interconnection between developers and customers. The proposed DG Tariff will also ensure that interconnection to the Company's electric power system (EPS) will not negatively impact system reliability.

II. THE COMPANY'S DG TARIFF SHOULD BE APPROVED AS FILED

A. The Company's Proposed DG Tariff Properly Clarifies and Simplifies the Interconnection Process and Includes Safeguards to Maintain a Safe and Reliable Electric Power System.

The Company's proposed DG Tariff clarifies and simplifies the interconnection process in a number of ways, which will continue to promote renewable energy DG development in Rhode Island. First, the Company's proposed DG Tariff expands the Simplified Process by increasing the current limit of 10 kilowatts (kW) single phase to 15 kWs single phase so that larger projects can now use the simplified process. *See* National Grid's January 1, 2015 Compliance Filing Letter (January 2015 Letter) at 3; COMM 9-10; October 14, 2015 Hearing Transcript at 42-43. Second, the Company's proposed DG Tariff includes revisions to the simplified process, which will allow more projects to be reviewed and interconnected faster. *See* January 2015 Letter at 4; COMM 9-10; Tr. at 43-44. Third, the DG Tariff has been clarified in numerous ways based on the input of a working group, which included WED and other DG customers. *See* COMM 9-10; Tr. at 43-44. Fourth, the revisions to the DG Tariff will now permit prospective DG customers to request a pre-application report, which will allow customers, at no-cost, to quickly determine the feasibility of potential proposed DG interconnection. January 2015 Letter at 3; Tr. at 39-41, 44, 95, and 216. These revisions to the

DG Tariff will further improve the DG interconnection process and encourage the development of renewable energy in Rhode Island. Indeed, a majority of DG interconnection applicants now use the Simplified Process, with many more already seen as participation in the Renewable Energy Growth program begins, which can allow interconnection within one to two weeks. *See* Joint Rebuttal Testimony of Timothy Roughan and John Kennedy (Rebuttal) at 3.

Although the Company has made revisions to the DG Tariff in an effort to simplify the tariff, the DG Tariff must be sufficiently detailed and technical to address the interconnection of sophisticated DG equipment to the Company's EPS and to ensure that the power flowing from DG facilities into the Company's distribution system does not compromise the system's safety and reliability. Rebuttal Testimony at 3. If an interconnection is not done properly, other customers can be adversely affected. Id. at 14. This is particularly the case with large DG projects (larger than one mega-watt).Tr. at 28-30, 106-107, 224. For example, a large DG project of at least one megawatt can rapidly change the voltage on the distribution system in area when its operation is interrupted by the intermittency of its fuel resource (i.e., sun or wind), resulting in flickering lights and other unacceptable power quality issues which can result in the improper functioning of electronic equipment. Id. Accordingly, the Company's DG Tariff must include step-by-step provisions and detailed technical standards that govern the interconnection of DG in Rhode Island. Rebuttal Testimony at 14.

Tariff simplification should not come at the expense of electric reliability. The DG Tariff must properly balance the encouragement of DG with maintaining system reliability. Direct Testimony of Gregory Booth (Booth Testimony) at 4; Tr. at 234. An electric distribution company has a public service obligation to provide its customers with "adequate services". R.I. Gen. Laws § 39-2-1(a). This obligation entitles customers to reliable and safe electrical service.

To ensure that the Company meets its obligation to provide reliable and safe service to its customers, the Division has clearly stated the Company "is not required to install electric distribution system components that are specifically requested by a customer" if the Company "determines that the installation of such equipment would be inimical to the operation of its system and/or not in the interest of its other ratepayers." Order No. 17818, Complaint by Miles Avenue Property Co, Docket No. D-03-10 (2004). Accordingly, the interest of any DG developer to interconnect cannot trump the public interest of all other customers to have safe and reliable service. Rebuttal Testimony at 4. Indeed, with large megawatt sized DG projects, and in locations where the aggregate amount of DG exceeds this value, there is more of a risk that the DG project can impact system reliability. Tr. at 28-30, 106-107. Because of the complexity of larger DG projects, the process to review these types of projects is inherently more complicated. Id. at 64. The Company's DG Tariff strikes the correct balance between streamlining interconnection while requiring a more detailed review of an interconnection involving larger DG projects. Tr. at 61.

Moreover, the Company's DG Tariff cannot be simplified by eliminating the provisions allowing the Company to halt its review of an application when it needs additional information from a customer in order to complete an Impact Study. Rebuttal Testimony at 5. Eliminating these DG Tariff provisions would undermine system reliability. This is because, from time to time, the Company may need additional information from a developer in order to adequately analyze whether an interconnection may adversely affect its electrical system. See id. at 6; Tr. at 29. If, at the outset of the application process, the Company insisted that DG developers provide the Company with all the potentially relevant technical information that Company might need to review an interconnection application, it would burden DG developers. Tr. at 47. The

process under the DG Tariff provides a reasonable amount of flexibility for both the Company and DG customers. Id. Accordingly, the time frames included in the DG Tariff must necessarily account for any time that the Company cannot reasonably proceed with an Impact Study due to a lack of necessary information from the developer. Rebuttal Testimony at 6. The need to ensure a reliable electric system must take precedence over the desire for a quick interconnection.

The Company's DG Tariff also cannot be simplified by establishing a standard, inflexible time limit in which interconnection construction must be completed. Imposing such a time limit on construction would be completely untenable. Rebuttal Testimony at 14. Many DG projects are unique and may have different configurations and interconnections with the Company's EPS at different points. It is simply impractical to mandate a construction deadline for DG projects generally because DG projects are so diverse and each project has its own unique issues. Also, the time necessary for the Company to construct an interconnection may be dependent on numerous factors that are outside the control of the Company such as the size of the construction project, the time needed to acquire all necessary state and local permits, and weather. Id. at 15. The complexity associated with constructing an interconnection for one large DG project and the impossibility of establishing a standard construction deadline for all DG projects was demonstrated in the PUC Arbitrator's recent decision in Petition of WED Coventry One, et. al, Docket No. 4547. See id. at 14-15. Imposing a construction deadline in the DG Tariff will not lead to simplicity but, rather, will be completely impractical.

The Company's proposed DG Tariff has been sufficiently clarified and simplified. First, the Company has revised its DG Tariff by adopting clarifications which will reduce misunderstanding in the future. For, example, because of the PUC Arbitrator's recent decision in Petition of WED Coventry One, et. al, Docket No. 4547, the Company clarified its DG Tariff to

make it clear that Time Frames in Table 1 of the DG Tariff govern the timeframes for the delivery of an executable Interconnection Service Agreement and not the completion of the entire interconnection process. Rebuttal Testimony at 8; Tr. at 32-33, 211). Also, the DG Tariff has been clarified by detailing prescriptive requirements and schedules, thereby reducing the discretion afforded to the Company. Tr. at 205-206.

Moreover, the proposed DG Tariff properly reflects the simplicity of model tariffs in the DG industry. The Company's proposed DG Tariff is actually a modified state-specific version of various interconnection model tariffs, like the Interstate Renewable Energy Council model tariff. Rebuttal Testimony at 5; Tr. at 26-28. In addition, the Company's DG Tariff also includes most of the functions of the recently approved Federal Energy Regulatory Commission (FERC) small generator interconnection procedures. In point of fact, FERC agreed to use the Company's Massachusetts affiliate pre-application report process in their newly approved tariff, which is now represented in this interconnection tariff. Tr. at 78, 238. Furthermore, no customer in the DG workshop identified a single provision in the current Interstate Renewable Energy Council model tariff that was not also included in the proposed DG Tariff. Tr. at 27. Indeed, when WED was given the opportunity during the Company's DG workshop sessions to recommend any specific language that the Company could use to simplify the DG Tariff, it failed to do so. Rebuttal Testimony at 5; Tr. at 27.

WED's continuous arguments for simplification of the DG Tariff are done without consideration of the safeguards in the current DG Tariff that ensure DG interconnection will be performed in a manner that protects the safety and reliability of the EPS. The Company's proposed DG Tariff should be adopted because, as indicated by the Division, it is consistent with

industry practices, properly reflects the inherent complexity of interconnection, and does not obstruct the timely and affordable DG development. Booth Testimony at 4.

B. The Company's Proposed DG Tariff Includes a Proper Cost Allocation of Interconnection Costs Consistent With the Principles of Cost Causation.

The Company's proposed DG Tariff clarifies how costs for DG interconnection projects are allocated consistent with basic cost causation principles and Rhode Island law. The revisions to the DG Tariff clarify that DG customers will pay only for those costs directly attributable to their interconnection work, and that the costs of this interconnection work that are directly related to the interconnection will not be charged to other customers. Tr. at 35, 143. The costs associated with system modifications, which are modifications to the electrical system requested by a DG customer in order for the DG customer to interconnect with the electrical system, are properly charged to the DG customer. Id. at 143. It is important to point out that system modifications are not necessarily system improvements. Id. at 168, 210. System improvements are upgrades to the system that will improve reliability or capacity of the electrical system for all customers. Id. at 210. Consequently, only to the extent other new interconnecting customers benefit from a DG customer's interconnection within five years will other interconnecting customers be assessed a portion of the costs. Rebuttal Testimony at 12; Tr. at 142.

The Company's approach to DG cost allocation is comparable to the Company's line extension policy. Rebuttal Testimony at 12. Under this policy, a new customer who wishes to obtain electric service but requires the Company to construct its system to interconnect with the customer is required to pay the cost of the line extension. Order No. 18101, Complaint of Scott Pollard, Docket No. 3643 (2004). To the extent that, within five years, other customers obtain service through this line extension, a portion of the cost for this line extension is charged to the additional customers. Id. The PUC approved of the Company's line extension policy by stating

that the "purpose of these policies is to charge costs indefinable to a customer or small group of customers to the cost causer(s)". Id. The PUC declared the costs for extending the Company's electric system should not be "borne by all ratepayers" when the new lines "serves a discrete number of people". Id. Likewise, cost causation principles should be the basis of how costs for DG interconnection are allocated because the customer who clearly benefit from interconnection to the Company's system is the DG customer.

Requiring all other customers to subsidize the renewable energy industry's interconnection is contrary to basic cost causation principles and Rhode Island law. Cost causation principles are the foundation of cost allocation in ratemaking. Rebuttal Testimony at 13. For other customers to be charged for the costs of interconnecting DG customers, it must be clear that other customers directly benefit. The General Assembly has promoted development in the DG renewable energy industry. See e.g. Chapters 26.2, 26.3 and 26.6 of Title 39. However, the General Assembly has recognized that costs associated with DG must be properly allocated between DG customers and non-DG customers. See e.g. R.I. Gen. Laws § 39-26.6-25; R.I. Gen. Laws § 39-26.1-5(f); and R.I. Gen. Laws § 39-26.2-9. In short, the General Assembly recognizes that all customers should not be required to subsidize DG developers by paying for their costs to interconnect with the Company's electrical system. For example, in the standard DG contract, the "distributed-generation-facility owner" is "liable for the cost of interconnection from the electric-distribution facility to the interconnect point with the distribution system, and for any upgrades to the existing electric-distribution system that may be required by the electric-distribution company." R.I. Gen. Laws § 39-26.2-7(2)(i). A "distributed-generation-facility owner" can "reduce any required system upgrade costs" only if the "upgrades can be shown to

benefit other customers of the electric-distribution company". Id. The Company's DG Tariff is consistent with these principles and is consistent with Rhode Island law.

Generic arguments of how DG benefits the entire electric system or speculation as to how a particular DG facility benefits the entire electric system are not sufficient cause to charge other customers for the interconnection costs of a DG developer. Rebuttal Testimony at 13. The Company's approach to cost allocation for DG interconnection is consistent with industry practice, as testified to by the Division's witness at the hearing in this matter. Booth Testimony at 4-5; Tr. at 234. Accordingly, the Company respectfully requests that the PUC approve the cost allocation provisions of the Company's DG Tariff because these provisions are supported by clear cost causation principles, are consistent with RI law, and are consistent with industry practice.

III. WED'S LEGAL ARGUMENTS ARE MISAPPLIED TO THE COMPANY'S DG TARIFF, AND ITS CONTENTIONS REGARDING ITS ABILITY TO SUCCESSFULLY ADVOCATE ITS POSITION IN THIS PROCEEDING ARE ERRONEOUS AND IRRELEVANT.

A. WED's Contentions Regarding a Resource Imbalance are Erroneous and Irrelevant.

WED's arguments regarding a resource imbalance are erroneous and irrelevant. In its Memorandum of Law (WED Memo), WED criticizes the regulatory systems governing the provision of electric service. In doing so, WED cites to a source claiming that public utility commissions fail to protect the public interest, but rather "tend to see themselves as arbiters" between public interest advocates and utilities" (WED Memo, at 1, citing Beyond Utility 2.0 to Energy Democracy, John Farrell, The Institute for Local Self Reliance, p. 20).

Instead of offering legal arguments in support of its position in this proceeding, WED states first that it did not have the resources to "retain an expert on the interconnection tariff" and

that such an expert "would not have access to the information needed." WED Memo at 1-2.[2] This is erroneous. Both the Company and WED utilized resources in this docket to present their cases and were adequately represented.[3] Moreover, WED, National Grid, the Commission, and the Division had the ability to issue discovery in this proceeding in order to gather additional information, and the Company responded to numerous data requests.

Indeed, regardless of WED's ability to retain an expert on the interconnection tariff, the public interest was adequately protected by the Division. The Division retained an expert witness to review the Company's revisions to the DG Tariff and offered comprehensive testimony supporting the Company's positions. The Division witness testified that he has performed work for entities that are involved in DG and which have sought interconnection with electric utilities. Booth Testimony at 2-3; Tr. at 242. Indeed, the recommendation of the Division's expert witness was essentially to reject WED's positions in this proceeding and support the adoption of the Company's revised DG Tariff. Booth Testimony at 4-5; Tr. at 242. WED's disappointment with the Division's recommendations and the fact that the Division supports the adoption of the Company's revised DG Tariff is in no way an indication of a "resource imbalance" favoring the status quo.

WED also alleges that proof of the alleged "resource imbalance" is that "more than fifty percent" of projects that applied for interconnection have not been interconnected. WED Memo, at 4. Consequently, WED recommends that the PUC appoint a "neutral ombudsman" to audit what happened to these projects and to monitor the interconnection process. Id. at 10. This is

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[2] WED also brazenly alleges that its ability to retain an expert was hampered by consultants' alleged unwillingness to align "against National Grid for fear of retribution to their clients." (WED Memo at 2, n.1).

[3] Moreover, WED has utilized competent industry consultants in their discussions with the Company regarding their proposed DG projects over the last several years as have many other large DG developers in RI in their respective interconnection discussions with National Grid. For one of the largest DG developers in Rhode Island to claim that it is at a disadvantage regarding resource expertise is astonishing.

completely meritless and unnecessary. The reason some projects do not proceed to interconnection is because they are either not financially viable or other issues (typically local zoning, abutter concerns, or permitting). COMM 9-3; Tr. at 172-174, 256. The costs associated with interconnection do not appear to be the reason why projects have not proceeded to interconnection. Tr. at 172-174. In fact, according to the Division's expert witness, a below fifty percent rate of interconnection completions is not unusual at all. Tr. at 256.

It is uncontroverted that the Company has been very successful at interconnecting DG. The Company is recognized as having one of the highest levels of solar installed in the nation as well as being the fastest in the nation in terms of speed of interconnection. Tr. at 72. Furthermore, the PUC Arbitrator noted in her recent decision in *Petition of WED Coventry One, et. al,* Docket No. 4547 that "as of December 31, 2014, National Grid had interconnected a total of 456 projects in Rhode Island totaling 50.4 MW of nameplate capacity" which "suggests that overall National Grid is performing the work necessary to interconnect distributed generation projects". The Arbitrator went on to state there was "no indication that one party or the other has intentionally misled the other" or "any indication that National Grid has, in any way, attempted to sabotage" WED's "attempt to install the distributed generation projects in Coventry." The level of completed interconnection is not an indication of trouble, but of success. There is no need to appoint a "neutral ombudsman" to audit or monitor what happened will happen with DG projects because in Docket No. 4547, even the Arbitrator found no indication of bad faith in the Company's activities regarding WED.

B. WED Misapplies the Federal Public Utility Regulatory Policy Act (PURPA) to the Company's DG Tariff

Lastly, WED argues that "National Grid's incentives are unaligned with federal and state [PURPA] policy." WED Memo at 6. It is not clear from WED's Memorandum of Law

whether it believes that this purported "unalignment" provides a basis for rejecting the Company's proposed interconnection tariff improvements, or, if so, what this basis is.[4] However, both the PUC and the Company have acted herein in full accord with PURPA's letter and spirit. First, PURPA provides that, under the circumstances present here, "the relevant state authority exercises authority over the interconnection and the allocation of the interconnection costs." *Michigan Electric Transmission Co.*, 136 FERC ¶ 61,206, P 9 (2011) (letter order). The PUC has satisfied its obligations in this connection: the Company's DG Tariff, RIPUC No. 2078, arose as a result of state legislation related to DG enacted by the General Assembly in 2011. Order No. 20610, National Grid, Docket No. 4276 (2012).

Second, PURPA contemplates that interconnecting generators must pay their fair share of interconnection costs. FERC has explicitly rejected the position that generators interconnecting under PURPA are "exempt from paying interconnection costs, *see* 18 C.F.R. §§ 292.101(b)(6), 292.306 (2013), which may include transmission or distribution costs directly related to installation and maintenance of the physical facilities necessary to permit interconnected operations. 18 C.F.R. § 292.101(b)(6) (2013)." *Pioneer Wind Park I, LLC*, 145 FERC ¶ 61,215, n.73 (2013); *see also* New PURPA Section 210(m) Regulations, etc., 117 FERC P 61,078, P 90 (2006) (Order No.688) ("the requirement to pay an interconnection charge, transmission charge, or distribution charge, in and of itself, is not an indication that a QF does not have nondiscriminatory access to a market").

[4] It must be noted that, at the time PURPA was adopted, electric utilities were vertically integrated and owned generation, transmission, and distribution assets. At that time, some had argued that such vertically integrated electric utilities had an incentive to delay interconnection of qualifying facilities because of the potential of financial harm to the utility of the proliferation of generation owned by non-utility entities. However, in the context of electric restructuring in Rhode Island almost 20 years ago, National Grid divested its generation assets. Accordingly, for restructured electric companies liked National Grid, there is no financial harm to National Grid from the proliferation of third-party generation facilities. Tr. at 93. Accordingly, there is no foundation for WED's suggestion that a misalignment of incentives exists between the Company and DG developers.

Third, FERC has repeatedly upheld reasonable interconnection procedures for generators interconnecting under PURPA, and has admonished parties challenging them that they must "detail [their] concerns" (Northern States Power Company et al., 136 FERC ¶ 61,093, P 22 (2011)) and may not simply make "bald allegations," but must present "an adequate proffer of evidence including pertinent information and analysis to support" their claims (Californians for Renewable Energy, Inc. v. California Public Utilities Comm'n et al., 131 FERC ¶ 61,102, PP 8-9 (2010)), something WED has completely failed to do here.

Finally, National Grid rejects any suggestion that its procedures and practices for interconnecting renewable generators in Rhode Island in any way violates the spirit of the federal PURPA statute and regulations. To the contrary, as discussed above, both the Division's expert witness and the PUC Arbitrator have confirmed that the Company's progress in interconnecting distributed generation has been exemplary. Thus, WED's vague, conclusory, and unsupported claims regarding PURPA should have no bearing on the PUC's determinations in this case.

IV. WED'S REVISED RECOMMENDATIONS OFFERED THROUGH SUPPLEMENTAL PRE-FILED DIRECT TESTIMONY SHOULD BE REJECTED.

On October 14, 2015 at the evidentiary hearing in this proceeding, WED offered revised recommendations through supplemental pre-filed direct testimony regarding: (1) the cost of interconnection; (2) the time to interconnect; (3) ISO requirements relating to interconnection; and (4) the need for interconnection studies associated with equipment replacing other equipment that had previously be the subject of an interconnection study. WED Supplemental Pre-Filed Direct Testimony at 1-5. The Company has addressed WED's arguments regarding the interconnection cost allocation and time to interconnect both in its Rebuttal Testimony and

in Section II *supra*, and need not reiterate its positions on those issues. Regarding WED's recommended tariff language addressing ISO requirements, the language appears to be in the form of a statutory provision that purports to govern the application of federal regulatory requirements to interconnecting customers. The only tie to the interconnection process is a sentence that states:

> [i]f the electric distribution company sells any electricity generated by such interconnecting customers in the wholesale markets, the electric distribution company will be the designated market participant and designated entity for such sales, complying with all applicable, regulatory requirements without any delay to the interconnection schedule set in subsection (d) of this section.

WED Memo at 3.

The under-lying laws governing various ways of paying DG for their output requires the Company to attempt to reduce these costs to all other customers. One of the strategies is to set up a generator asset at the ISO-NE to garner wholesale energy revenues that then offset the payments made to DG projects. As the Company has no physical control or financial interest in any DG installed on its system, it cannot be put in a position, that the ISO-NE requires of some generator assets (> 5 MW of aggregate DG), to manage output of the DG upon an ISO-NE control requirement. Accordingly, WED's recommended language on this issue is not pertinent to the DG tariff, is illogical as proposed, and should not be approved by the PUC.

WED's final recommendation should also be rejected by the PUC. WED recommends that the PUC include the following language in the DG Tariff:

> The interconnection of any new renewable energy resource that replaces the same existing renewable energy resource of the same of less nameplate capacity shall not be considered a material modification requiring interconnection study or approval other than a review to determine consistence with this section and to establish any costs specifically necessary to interconnect the replacement renewable energy resource, which shall not include any system modifications or system improvements.

WED Memo at 5.

This language should also be rejected because there may be circumstances in which the Company is required to perform an interconnection study when a customer is proposing to replace a previously studied interconnection technology with new technology of the same or less nameplate capacity. Specifically, changes to the Company's distribution system over time serving the location of the proposed DG project may directly affect whether the new technology will adversely affect the safety and reliability of the Company's EPS. Other DG facilities may have interconnected to the same circuit proposed for interconnection and/or retail customers may have been added to such circuit, potentially affecting the power flow between the proposed DG facility and the Company's EPS. Moreover, these changes to the Company's EPS may indeed require system improvements to accommodate the DG facility being proposed at that time. The Company's EPS is not static. Accordingly, the Company has an obligation to ensure that its EPS will not be adversely affected by each and every proposed DG project, and the various configurations of such projects, regardless of whether a project is proposing to use technology of the same or lesser capacity as had been proposed and studied at a prior date. Accordingly, the PUC should reject WED's recommended language on this issue.

V. CONCLUSION

For the foregoing reasons, the Company respectfully requests that the PUC approve its proposed revisions to DG Tariff, as filed on January 1, 2015 and subject to the revisions the Company agreed to make subsequent to its January 1, 2015 filing.[5]

Respectfully Submitted,

Narragansett Electric Company d/b/a National Grid

By its attorneys,

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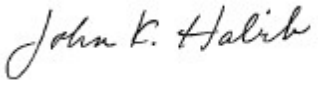

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Dated: November 13, 2015

[5] *See* Company's responses to the PUC's October 14, 2015 Record Requests in this docket.