

Massaro, Luly (PUC)

From: George, Linda (PUC)
Sent: Wednesday, February 01, 2017 11:44 AM
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Subject: FW: Docket 4672 REG & Ceiling Prices - Public Comments

Good afternoon All,

Below are public comments submitted by Seth Handy concerning the above referenced docket. Please be prepared to respond to these comments at tomorrow's hearing.

Thank you,

Linda

From: Handy Seth [mailto:seth@handylawllc.com]
Sent: Tuesday, January 31, 2017 1:34 PM
To: George, Linda (PUC) <Linda.George@puc.ri.gov>
Cc: Schrag, Jonathan (DPUC) <Jonathan.Schrag@dpuc.ri.gov>
Subject: Re: Docket 4672 REG & Ceiling Prices - PUC 3rd Set of DRs to National Grid

Hi Linda:

WED doesn't have the resources to hire me to intervene in these matters any more. I'd ask that you please look at the question of whether this language in the DG legislation:

§ 39-26.2-7 Standard contract – Form and provisions.

(2) The contract working group shall work in good faith to develop standard contracts that would be applicable for various technologies for both small and large distributed-generation projects. The standard contracts should balance the need for the project to obtain financing against the need for the distribution company to protect itself and its distribution customers against unreasonable risks. The standard contract should be developed from contracting terms typically utilized in the wholesale power industry, taking into account the size of each project and the technology. The standard contracts shall provide for the purchase of energy, capacity, renewable energy certificates, and all other environmental attributes and market products that are available, or may become available-from the distributed-generation facility. However, the electric-distribution company shall retain the right to separate out pricing for each market product under the contracts for administrative and accounting purposes to avoid any detrimental accounting effects or for administrative convenience, provided that such accounting, as specified in the contract, does

not affect the price and financial benefits to the seller as a seller of a bundled product. The standard contract also shall:

(i) Hold the distributed-generation-facility owner 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. **However, a distributed-generation-facility owner may appeal to the commission to reduce any required system upgrade costs to the extent such upgrades can be shown to benefit other customers of the electric-distribution company and the balance of such costs shall be included in rates by the electric-distribution company for recovery in the year incurred or the year following incurrence;**

which was to be incorporated in the REG tariff per this statute:

§ 39-26.6-5 Tariffs proposed and approved.

(a) Each year, for a period of at least five (5) program years, the electric-distribution company shall file tariffs with the commission that are designed to provide a multi-year stream of performance-based incentives to eligible renewable-distributed generation projects for a term of years, under terms and conditions set forth in the tariffs and approved by the commission. The tariffs shall set forth the rights and obligations of the owner of the distributed-generation project and the conditions upon which payment of performance-based incentives by the electric-distribution company will be paid. **The tariffs shall include the non-price conditions set forth in §§ 39-26.2-7(2)(i) - (vii) for small distributed-generation projects (other than small- and medium-scale solar) and large distributed-generation projects; provided, however, that the time periods for such projects to reach ninety percent (90%) of output shall be extended to twenty-four (24) months (other than eligible anaerobic-digestion projects which shall be thirty-six (36) months, and eligible small-scale hydro, which shall be forty-eight (48) months).**

has actually been carried through to the REG tariff? I'm concerned that the provision has been omitted from the tariff despite the statutory mandate and that TREG customers aren't aware of this statutorily granted right. I would greatly appreciate your diligence in evaluating that issue and following up if/as necessary.

Thank you very much.

Seth

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On Jan 30, 2017, at 5:16 PM, George, Linda (PUC) <Linda.George@puc.ri.gov> wrote:

<Docket 4672 REG DG Bd - 3rd DRs to Grid (2) 1.30.17.docx>