Jennifer Brooks Hutchinson
Senior Counsel

December 22, 2017

VIA HAND DELIVERY & ELECTRONIC MAIL

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

RE: Docket 4763 - Standards for Connecting Distributed Generation, RIPUC No. 2180
Responses to Record Requests

Dear Ms. Massaro:

Enclosed please find 10 copies of National Grid's[1] responses to the record requests that were issued at the Public Utilities Commission's November 28, 2017 technical session in the above-referenced docket.

Thank you for your attention to this filing. Please contact me if you have any questions concerning this matter at 401-784-7288.

Very truly yours,

Jennifer Brooks Hutchinson

Enclosures

cc: Docket 4763 Service List
Jon Hagopian, Esq.
Steve Scialabba

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

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Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate were electronically transmitted to the individuals listed below.

The paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.

Jennifer Brooks Hutchinson

December 22, 2017
Date

Docket No. 4763 – National Grid - Standards for Connecting Distributed Generation, RIPUC No. 2180

Service List updated 11/10/17

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Record Request No. 1

Request:

What fraction of transformers or equipment where the demarcation from distribution to transmission has changed has become a pool transmission facility?

Response:

In contrast to what was stated at the November 28, 2017 technical session, a distribution asset being upgraded does not become a transmission asset. Similarly, pool transmission facility (PTF) classification does not change unless the facility rating changes. The practice is to apply the existing asset ownership/classification to new equipment in an existing location. PTFs are assets that support flow across the interconnected transmission network and for equipment with ratings of 69 kilovolts (kV) or more. Substation transformers that feed distribution load, by nature, do not facilitate power flow across the transmission network, and as the low side connections are less than 69 kV, substation transformers serving distribution load are not considered to be PTF.

Record Request No. 2

Request:

Where a distribution asset is upgraded and becomes a transmission asset, how is that recorded on Narragansett Electric Company's books? Is it different if it is fully depreciated?

Response:

Please see the response to Record Request No. 1.

Record Request No. 3

Request:

Referencing proposed RIPUC 2180, Sheet 30, at the end of Note 7, it states: "Subject to Section 3.5, these System Modification deadlines cannot be extended due to customer delays in providing required information, all of which must be requested and obtained before completion of the Impact Study. The deadlines for completion of System Modifications will be extended to the extent of events that are clearly not under the control of the Company, such as extended prohibitive weather, union work stoppage, or events of Force Majeure, or third party delays, including, without limitation, delays due to ISO-NE requirements not attributable to Company actions, and which cannot be resolved despite commercially reasonable efforts. The Company shall notify the customer of the start of any claimed System Modification deadline extension as soon as practicable, its cause and when it concludes, all in writing." R.I Gen. Laws Sec. 39-26.3-4.1(d) states, in part: "The electric distribution company shall notify the customer of the start of any claimed deadline extension as soon as practicable, its cause and when it concludes, all in writing." Please indicate why the Company has chosen to only include this provision for "System Modifications" or otherwise show where this provision has been added to other parts of the tariff where there are deadlines.

Response:

The above language, beginning with "these System Modification deadlines cannot be extended due to customer delays …" is taken directly from subsection 4.1(d), lines 18 – 27 in the House version of the bill, H – 5483, Substitute B. The full provision states as follows:

> These system modification deadlines cannot be extended due to customer delays in providing required information, all of which must be requested and obtained before completion of the impact study. The deadlines for completion of system modifications will be extended only to the extent of events that are clearly not under the control of the electric distribution company, such as extended prohibitive weather, union work stoppage or force majeure, or third party delays, including, without limitation, delays due to ISO-NE requirements not attributable to electric distribution company actions, and which cannot be resolved despite commercially reasonable efforts. **The electric distribution company shall notify the customer of the start of any claimed deadline extension as soon as practicable, its cause and when it concludes, all in writing.** (Emphasis added.)

Record Request No. 3, page 2

In drafting the proposed tariff revision, the Company interpreted the statutory provision quoted above, and specifically, the language "[t]he electric distribution company shall notify the customer of the start of **any claimed deadline extension**" to mean any "claimed System Modification deadline extension" because the immediately preceding sentence of that provision lists the types of events for which the deadlines for completion of system modifications may be extended; therefore, it follows that the customer notification provision would apply to those same deadline extensions. Although the statute also includes deadlines for the interconnection process commencing from the receipt of the application through the issuance of an interconnection service agreement, the statute only specifies limitations on deadline extensions for the construction of system modifications. As such, it follows that any statutory notice required for deadline extensions is intended to be applicable only to the extensions for the system modifications deadlines.[1]

Under the well-known rules of statutory construction, when the language of a statute is clear and unambiguous, the PUC must enforce the statute as written by giving the words of the statute their plain and ordinary meaning. See Harvard Pilgrim Health Care of New Eng., Inc. v. Gelati, 865 A.2d 1028, 1036 (R.I. 2004). In interpreting a statute, courts will give meaning and effect to the language of a statute as a whole such that provisions will be read together in a consistent manner. Id. at 1038. If the legislature had intended for these "claimed deadline extensions" to apply to any of the other deadlines (i.e. deadlines for the application process) set forth in the statute, then the legislature would not have deliberately referred to the "deadlines for completion of system modifications" in the immediately preceding sentence of the statute. When the meaning of a word or phrase in a statute is questionable or doubtful, courts will ascertain the meaning by reference to the meaning of other words or phrases associated with it under the doctrine of "noscitur a sociis," translated literally to mean "it is known from its associates." State v. DiStefano, 764 A.2d 1156, 1161 (R.I. 2000). Even if the meaning of the phrase "any claimed deadline extension" is doubtful, one only needs to look to the other words and phrases within that subsection of the statute to conclude that the legislature intended for that phrase to refer only to claimed deadline extensions for completion of system modifications. This is apparent in the deliberate way in which the legislature explicitly enumerated the specific types of events that would qualify for an extension of the deadlines for completion of system modifications.

[1]The Company notes that at the November 28, 2017 technical session, there was a question about prohibitive weather events and the impact of such an event on the overall schedule. In response, the Company indicated that prohibitive weather events would be noticed as a force majeure. The Company's proposed revision to Note 7 to Table 1 is intended solely to reflect the statutory requirements relating to the deadlines for completion of system modifications; however, the Company is not proposing to otherwise change or modify any of its existing practices, or Tariff requirements, regarding notice to customers of prohibitive weather events under force majeure that occur during the processing of an interconnection application.

Record Request No. 3, page 3

Notably, the legislature did not provide a similar list with respect to any of the other deadlines set forth in the statute.

To construe this provision in any other manner could result in absurd circumstances and thwart the purpose of the statute. Courts will not construe a statute to reach an absurd or otherwise unintended result. See Hargreaves v. Jack, 750 A.2d 430, 435 (R.I. 2000) (quoting Kaya v. Partington, 681 A.2d 256, 261 (R.I. 1996)). For example, if the Company were required to notify the customer of the start of an extension for statutory deadlines other than for completion of system modifications, i.e. the tolling of timeframes for delays in providing required information (except for system modification deadlines) or nonpayment by the customer, such interpretation would result in administrative burdens for the Company, because the Company cannot control the timeliness of customer payments or other customer behavior. Also, such an interpretation would contradict the provision in subsection 4.1(d), at lines 16-18, which specifically states that "[a]ll deadlines herein are subject to all payments being made in accordance with the distributed generation interconnection tariff on file with the public utilities commission and the interconnection service agreement." One of the purposes of the statute is to establish timelines for completion of system modifications; hence the reason why the legislature saw fit to include a specific and limited list of the types of events for which those deadlines may be extended and to require notification of such extension to the customer.

Record Request No. 4

Request:

Please explain why the final accounting provision is only in the attachments to the tariff and not in the body of it.

Response:

The final accounting provision is only applicable once the specific contracts to which it relates (i.e. study agreements and/or interconnection service agreement) are signed; hence, the Company included this provision in the individual contracts because the contract reflects the specific terms and conditions of the customer's agreement with the Company. Since the contracts are attachments to the tariff and incorporated therein by reference, adding the final accounting provision to the body of the tariff is unnecessary. That being said, if the PUC determines it is necessary to add this provision to the body of the tariff, then Company would not object to a general reference to the reconciliation of system modification costs as provided for in the applicable agreement.