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September 17, 2021

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

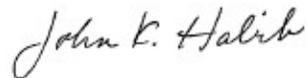
Re: Exeter Renewables 1 LLC Petition for Declaratory Judgment – Docket No. 5183

Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a National Grid (the Company), enclosed is the Company's Response in the above-captioned matter.

Thank you for your attention to this matter. Please contact me if you have any questions.

Sincerely,



John K. Habib, Esq.

Enclosures

cc: Docket No. 5183 Service List

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

Exeter Renewables 1 LLC Petition for Declaratory Judgment))))	Docket No. 5183
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**THE NARRAGANSETT ELECTRIC COMPANY RESPONSE TO EXETER
RENEWABLES 1 LLC PETITION FOR DECLARATORY JUDGMENT**

The Narragansett Electric Company, d/b/a National Grid (the Company or National Grid) pursuant to the Public Utilities Commission (Commission) Rules of Practice and Procedure 810-RICR-00-00-1.11 and 810-RICR-00-00-1.15 hereby responds to the petition of Exeter Renewables 1 LLC (Exeter or Customer) for declaratory judgment filed on August 13, 2021, in the above-captioned matter (the Petition).

I. INTRODUCTION

Exeter’s Petition seeks a declaratory judgment related to its rights and obligations under National Grid’s Standards for Connecting Distributed Generation, R.I.P.U.C. No. 2180 (the Tariff), and specifically asks the Commission to invalidate National Grid’s invoice to Exeter for payment of \$1,779,040 due under the terms of the Conditional Interconnection Service Agreement (Conditional ISA) executed by National Grid and Exeter on November 25, 2019. As discussed further herein, Exeter’s Petition should be denied because: (1) Exeter expressly agreed to make this payment when it executed the Conditional ISA; (2) National Grid’s cost allocation practices are consistent with the Tariff; and (3) the Commission has indicated its intention to investigate final accounting and cost allocation practices in a separate investigation.

II. DISCUSSION

A. Exeter Agreed to Make This Payment Under the Conditional ISA.

Exeter and National Grid executed a Conditional ISA on November 25, 2019. The Commission approved the terms of the Conditional ISA as part of a dispute resolution proceeding in Docket 4956. Petition at 1. The System Modifications in the Conditional ISA include certain costs to construct a new substation, the Wickford Junction substation, and related infrastructure to serve Exeter's 10 MW AC solar project, as well as four other 10MW AC solar projects originally proposed by an affiliate of Exeter (Exeter refers to these projects as the "Dry Bridge Projects"). Id. at 1, 3.

In its Petition, Exeter represents that an additional 58 MW of projects being developed by Green Development will be served by the Wickford Junction substation and are sharing the costs of constructing the Wickford Junction substation. Petition at 3. Exeter argues that because Green Development has now executed Interconnection Service Agreements for its projects and allegedly made payment to National Grid, that National Grid now "appears to be collecting double the actual cost of construction of Wickford Junction..." Petition at 2. On that basis, Exeter claims that any further payment from Exeter "is contrary to and prohibited by established cost causation principles embodied in R.I. Gen. Laws § 39-26.3-4.1(a) and Tariff Sec. 5.3." Petition at 5-6. Exeter therefore asks the Commission to find that National Grid's final invoice to Exeter for \$1,779,040 "is illegal and void" and that National Grid cannot collect any additional amounts from Exeter. Petition at 6.

Exeter's arguments are inconsistent with the plain terms of the Conditional ISA it executed for two reasons. First, Attachment 3 of the Conditional ISA notes that Exeter's project is "one of five projects that were studied together with a total system size of 50,000 kW." Conditional ISA, Attachment 3 (attached hereto as Exhibit A). The five projects referenced are Exeter's and the

Dry Bridge Projects originally proposed by Exeter's affiliate. The Conditional ISA is not linked to or conditioned upon the advancement of Green Development's 58MW AC projects.

The language of Attachment 3, excerpted below, expressly provides that National Grid's obligations to proceed with construction are conditioned on adequate payment from the five Exeter and Dry Bridge Projects. Exhibit A at 13. The total System Modification costs are allocated across the five Exeter and Dry Bridge Projects. Id.

Attachment 3: Costs of System Modifications and Payment Terms

This application consists of one of five projects that were studied together with total system size of 50,000 kW. The Interconnecting Customer understands and agrees that, notwithstanding the costs detailed in this Agreement, if one of the applications (RI-24926794, RI-24926796, RI-24926798, RI-24926805, RI-26012283) does not move forward with the interconnection of a facility to the Company's electric power system, the total common modification 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 from all applicable customers within the group.

At present, Total System Modification Costs associated with these projects (RI-24926794, RI-24926796, RI-24926798, RI-24926805, RI-26012283) is **\$26,923,670.00** +/-25%.

At present, the total system modification costs associated with this application are: **\$5,259,022.00.**

Exhibit A at 13.

Allocating the System Modification costs across only the five Exeter and Dry Bridge Projects served an important benefit for Exeter – it allowed the Exeter and Dry Bridge Projects (which were under common ownership at the time of executing the Conditional ISAs) to move forward without risk of delay caused by a third party, Green Development. In fact, in its Petition, Exeter complains repeatedly about alleged delays by Green Development. Petition at 4 (noting that Green Development's projects did not have local permitting approval in 2018); Petition at 5 (“After many delays, Narragansett has reportedly entered into ISAs with Green Development for

interconnection to Wickford Junction.”). Instead, consistent with the payment terms negotiated by the parties and expressly agreed to by Exeter, construction of the Wickford Junction substation has advanced based on the (thus far) timely payments by Exeter and the Dry Bridge parties.

Second, Exeter agreed to make payment for this final invoice under the plain terms of the Conditional ISA. Attachment 3 of the Conditional ISA includes explicit payment terms setting out four incremental payments by Exeter for its share of the System Modifications as allocated across the Exeter and Dry Bridge Projects. Exhibit A at 14. Exeter’s fourth and final payment of 35 percent is due to allow construction to proceed to a ready for load status in December 2021. Exeter expressly agreed to pay an amount of \$1,840,658.00 in its final payment. National Grid adjusted this to the invoiced amount of \$1,779,040.00 to reflect a correction to an applicable tax rate used to calculate the System Modification costs. The terms of the Conditional ISA are binding. Having expressly agreed to pay these costs when it executed the Conditional ISA, Exeter cannot reasonably dispute these amounts now.

B. National Grid’s Cost Allocation and Final Accounting Practices Are Consistent with the Tariff.

Section 5.3 of the Tariff provides, in relevant part:

As appropriate, to the extent that subsequent Interconnecting Customers benefit from System Modifications that were paid for by an earlier Interconnecting Customer, the Company may assess a portion of the costs to such subsequent Interconnecting Customers, which will be refunded to the earlier Interconnecting Customer if actually 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.

Tariff, Section 5.3.

The Company is following the terms of Section 5.3 of the Tariff in this matter. If Green Development advances its 58MW of solar projects at issue, Green Development will benefit from the Wickford Substation. Accordingly, Green Development has been allocated costs associated

with the construction of the Wickford Substation in its ISAs. Once all those funds are “actually collected,” National Grid will conduct a final accounting and refund an appropriate portion of costs to Exeter and the Dry Bridge Projects.¹ The Company is under no obligation to conduct this look-back and refund process on a rolling basis, as Exeter’s Petition appears to request. Again, this policy benefits Exeter by ensuring that the construction of the Wickford Substation can be completed without relying on uncertain payments from a third party.

C. The Commission Should Address Cost Allocation and Final Accounting Policies Through a General Investigation, Rather Than Through This Declaratory Judgment Action.

During the August 11, 2021 open meeting to discuss Docket 5077 and proposed modifications to the Tariff, the Commission noted its intent to conduct additional inquiry and further review into distributed generation interconnection issues, including practices related to final accounting for System Modification costs and the data being provided in connection with such final accountings, practices related to cost responsibility for ongoing operation and maintenance costs for federally jurisdictional upgrades, and transparency regarding study information.² The Commission expressed an interest to take these matters up again at a future open meeting to discuss how to best investigate these issues further in some form of docket or other forum.

A declaratory judgment action under R.I. Gen Laws § 45-35-8 permits an agency to issue a “declaratory order that interprets or applies a statute administered by the agency or states whether, or in what manner, a rule, guidance document, or order issued by the agency applies to

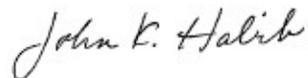
¹ National Grid notes that Green Development has recently submitted a request for dispute resolution with the Commission related to the payment of costs associated with the Wickford Substation and, therefore, such costs have not yet been collected and remain uncertain at this time.

² August 11, 2021 Open Meeting, available at <https://video.ibm.com/recorded/130787294> (time stamp 47:28 through 55:30).

the petitioner.” R.I. Gen Laws § 45-35-8. A broader consideration of policies and proposed revisions to policies regarding cost allocation and final accounting should be addressed through another forum.

Respectfully submitted,

**THE NARRAGANSETT ELECTRIC
COMPANY d/b/a NATIONAL GRID**



John K. Habib, Esq. (R.I. Bar #7431)
Keegan Werlin LLP
99 High Street, Suite 2900
Boston, MA 02110
617-951-1400

Dated: September 17, 2021

The Narragansett Electric Company
Standards for Connecting Distributed Generation
Exhibit H – Conditional Interconnection Service Agreement

1. Parties. This Conditional Interconnection Service Agreement (“Agreement”), dated as of 11/25/19 (“Effective Date”) is for applications RI-26012283 and Case Number 178246 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 Street, Providence, RI 02907** (hereinafter referred to as the “Company”), and **Exeter Renewables 1 LLC**, a LLC corporations with a principal places of business at **260 W Exchange Street, Suite 120A, Providence, RI 028903** (“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 **471 Dry-Bridge Road, North Kingstown, RI 02852** (Facility name, address, and end-use customer account number, if applicable). A description of the Facility is located in Attachment 2. 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.

The Interconnecting Customer’s project requires additional analysis and/or study by Affected System operators (1) to evaluate the impact of this interconnection on the electric power system of the Affected System operator(s) and (2) to determine if there are any Affected System operator requirements or system modifications (and, if so, the estimated cost thereof) as a result. The Affected System operator(s) known at the time of executing this Agreement to be evaluating the Interconnecting Customer’s project are identified in Attachment 3. Attachment 3 may be amended to identify additional Affected System operator(s) in the event that additional impacts to neighboring transmission or distribution EPS not under the control of the Company are identified during the course of analysis and/or study of the Interconnecting Customer’s project. The Interconnecting Customer has requested that the Company issue this Agreement prior to the completion of the Affected System operator(s) study and/or Affected System operator(s) approval.

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

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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 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 Affected System operator(s) study costs necessary to evaluate the impact of the interconnection on the Affected Systems;
 - c. 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;
 - d. 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).

Attachment 3 shall include additional terms and conditions associated with the Company's and, if applicable, Affected System operator costs and payment terms. Subject to Section 14, upon the request of the Interconnecting Customer, or at the Company's discretion, the Company shall amend this Agreement and any attachments to incorporate the results of any final Impact Study, Detailed Study, ISRDG and/or ASO study.

5.1 Cost or Fee Adjustment Procedures. The Company will, in writing, advise the Interconnecting Customer in advance of any expected 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

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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 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.

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

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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

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 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

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PCC, the Interconnecting Customer will provide a minimum of seven 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 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.
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.

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- 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 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.

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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 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 system modifications 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 system modifications.
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

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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.

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:	National Grid Attention: Distributed Generation 40 Sylvan Road Waltham, MA 02451-1120 Phone: E-mail: Distributed.Generation@nationalgrid.com
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If to Interconnecting Customer:	Name: Exeter Renewables 1 LLC Attention: Frank Epps Address: 260 W Exchange Street Suite 120A Providence, RI 08903 Phone: 401-349-1229 x 700 E-mail: Frank@edp-enery.com
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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.

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- 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, and 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.
- 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.

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

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Exhibit H – Interconnection Service Agreement

- 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.

Exeter Renewables I LLC

Narragansett Electric Company d/b/a National Grid

Name: FRANK A. EDPS

Name: John C. Kennedy

Title: MANAGER

Title: Manager

Date: 10/24/19

Date: 11/25/2019

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Exhibit H – Interconnection Service Agreement**Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling**

Exeter Renewables Solar I LLC, is requesting the interconnection of 10,000 kW (AC) inverter Based PV Facility, (“the facility”), to National Grid’s 34.5 kV distribution system, (“the Project”). This application is one of a group of five projects studied together (RI-24926794, RI-24926796, RI-24926798, RI-24926805, RI-26012283). The systems will export power beyond the PCC onto the Company’s Electric Power System (“EPS”) as this system is proposed to be ‘stand-alone’ Facility. The project will be located at 89 Ten-Rod Road, Exeter RI 02822 and will interconnect to National Grid’s Wickford Substation, 8089T1, 34.5 kV distribution circuit. For this Project, the PCC is defined as Pole #11-9..

a. Description of proposed design/configuration:

- Four (4) Customer owned SMA 2500-EV-US 2,500 kW / kVA inverters for a total of 10,000 kW / kVA.
 - Two (2) Customer owned pad-mounted 5,000 kVA, 34.5kV wye ground primary/ 550V delta secondary and 550 V delta tertiary interface transformers with 50 Ohm neutral grounding reactors. (Zh-x = 6% & X/R = 7.5, Zh-y = 6% & X/R = 7.5, Zx-y = 12% & X/R = 12.)
 - One (1) Customer owned 35 kV pad-mount G&W recloser with SEL-651R relay assembly.
 - One (1) Customer owned 35 kV S&C Omni-Rupter 147513 Air-Break (GOAB) Switch
- c. **Metering:** The company will install one (1) pole-mounted primary meters, please refer to ESB 750 and ESB 756 Appendix D for service installation and primary meter installations.
- d. **PCC:** The Company’s Design Personnel will determine the exact location of the Company’s facilities and the Customer’s gang operated disconnect. The 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 Customer’s side of the Company’s primary meter of the Company’s service transformer. 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 2: Description of System Modifications**

National Grid System Modifications required for the interconnection of 10,000 kW (AC) as identified in the impact studies are as follows:

On the Customer's property:

- Install one (1) loadbreak switch on proposed Pole #11-7.
- Install one (1) recloser on proposed Pole #11-8.
- Install one (1) three-phase disconnect switch on proposed Pole #11-6.
- Install one (1) primary meter on proposed Pole #11-9.

On the Company's distribution system:

- Installation of 8,000 circuit feet of two (2) sets of underground 3-1/C 1000 SCUEPR cable from pole #9121 in the right-of-way outside Wickford Substation to man hole located at the intersection of South County Trail and Ten Rod Road. Customer is responsible for installation of man hole and duct civil work.
- Installation of 2,000 circuit feet of one (1) set of underground 3-1/C 1000 SCU EPR cable from manhole located at the intersection of Ten Rod Road and South County Trail to riser pole #11-6. Customer is responsible for installation of man hole and duct civil work.

At the Company's Substation:

- Installation of 115kV loop tap off the L190 to new Wickford Substation, consisting of breaking the L190 line at structure #143 and installing two new spans of wire between the existing transmission line and the substation busses. New steel three pole structures on concrete caisson foundation will be required. Structure #123 on the adjacent 34.5kV, 3311 line will need to be replaced to support the L190 construction.
- Installation of 115kV four (4) breaker ring bus including breakers, disconnect switches, bus, bus insulators and wave trap, and associated site-work, grounding, foundations, structures, and associated protection and control.
- Installation of two (2) 33/44/55 MVA Wye-Wye transformer and two (2) 34.5kV feeders with protection and control, including but not limited to site work, grounding, conduits, fencing and driveway from the street.

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 Terms and Conditions for Distribution Service, tariff R.I.P.U.C. No. 2180, as amended from time to time.



Exhibit H – Interconnection Service Agreement**Attachment 3: Costs of System Modifications and Payment Terms**

This application consists of one of five projects that were studied together with total system size of 50,000 kW. The Interconnecting Customer understands and agrees that, notwithstanding the costs detailed in this Agreement, if one of the applications (RI-24926794, RI-24926796, RI-24926798, RI-24926805, RI-26012283) does not move forward with the interconnection of a facility to the Company's electric power system, the total common modification 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 from all applicable customers within the group.

At present, Total System Modification Costs associated with these projects (RI-24926794, RI-24926796, RI-24926798, RI-24926805, and RI-26012283) is **\$26,923,670.00 +/-25%**.

At Present, the total system modification costs associated with this application are: **\$5,259,022.00**

- Cost for the required common system modifications on the Company's Distribution system as mentioned in attachment 2 is **\$1,831,484.00** (includes capital, removal, and O&M costs). The cost for this portion will be shared on pro rata basis with RI-24926794, RI-24926796, RI-24926798, RI-24926805, RI-26012283. **RI-26012283** will be responsible for: **\$366,296.80**
- Cost for the required common system modifications on the Company's Substation as mentioned in attachment 2 is **\$19,651,973.00** (includes capital, removal, and O&M costs). The cost for this portion will be shared on pro rata basis with RI-24926794, RI-24926796, RI-24926798, RI-24926805, RI-26012283. **RI-26012283** will be responsible for: **\$3,930,394.60**
- Cost for the required facility specific modifications on the Company's Distribution system as mentioned in attachment 2 is **\$275,719.00** (includes capital, removal, and O&M costs).
- Total cost of facility specific system modifications on the Interconnecting Customer's (or other private) property as mentioned in Attachment 2 above: **\$124,873.00** (includes capital, removal, and O&M costs).
- Witness Testing & EMS Integration is **\$7,500.00**.
- The estimated taxes associated with the donated property for this project, which includes the manhole and duct system is **\$293,176.80** The tax amount is the 2019 rate of 11.08%. **RI-26012283** will be responsible for: **\$76,895.20**.
- Tax gross-up adder on capital costs is or **\$2,450,951.00**. **RI-26012283** will be responsible for: **\$477,343.00**. *(A 2019 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 2019 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.*

The Interconnecting Customer understands and agrees that, notwithstanding the costs detailed in this Agreement, if any other facility in the Group 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 the Facility and for the Group, 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.

The Total System Modifications Costs and the Facility System Modification Costs do not include any costs for Third Party Rights and Approvals (as defined in Attachment 2) or any Verizon system modification costs and charges (and fees for services related thereto), for which the Interconnecting Customer may be directly responsible. These costs, to the extent applicable, are in addition to the Total System Modifications Costs and the Facility System Modification Costs and must be paid directly by the Interconnecting Customer to

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Exhibit H – Interconnection Service Agreement

the appropriate third party

ISO-NE Planning Study

National Grid Transmission Planning will study the impact of the proposed project in accordance with the ISO New England Inc. (ISO-NE) Planning Procedure 5-6 “Scope of Study for System Impact Studies under the Generation Interconnection Procedures” and National Grid TGP28 “Transmission Planning Guide.” National Grid Transmission Planning may determine that there are adverse impacts to the transmission system, which would lead to additional system upgrade costs.

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 system upgrade costs.

Additional costs may be involved if the required pole work takes place in Telephone Company Maintenance Areas. These costs will be billed directly to the Interconnecting Customer from the Telephone Company.

Payment Terms:

Note: a Letter of Credit is required to be in place for second, third, and fourth payments. It will be required to be in place until the project has been fully reconciled.

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 (5%) of **\$1,346,184.00** 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 and must be received by November 1, 2019. Proof of payment is required. This payment will allow completion of preliminary engineering and commencement of procurement process. **RI-26012283** will be responsible for: **\$262,952.00**
- The second payment (20%) of **\$5,384,734.00** is due within 15 business days from the receipt of the second payment invoice. This payment will allow completion of final engineering and procurement of long lead material items. An invoice, including payment instructions, will be sent to the Interconnecting Customer and must be received by March 2, 2020. Proof of payment is required. **RI-26012283** will be responsible for: **\$1,051,804.00**
- The third payment (40%) of **\$10,769,468.00** is due within 15 business days from the receipt of the third payment invoice. This payment will allow construction to proceed to RFL (Ready for Load) date of December 2021. An invoice, including payment instructions, will be sent to the Interconnecting Customer and must be received by. Proof of payment is required. **RI-26012283** will be responsible for: **\$2,103,608.00**
- The fourth and final payment (35%) of **\$9,423,284.00** (is due within 15 business days from the receipt of the fourth and final payment invoice. This payment will allow construction to proceed to RFL (Ready for Load) date of December 2021. An invoice, including payment instructions, will be sent to the Interconnecting Customer and must be received prior to January 15, 2021. Proof of payment is required. 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 fourth and final invoice. **RI-26012283** will be responsible for: **\$1,840,658.00**

A more detailed breakdown of estimated costs may be found within the System Impact Study dated 8/23/2019.

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 4: Special Operating Requirements, if any**

The generating system may only normally generate onto the 8089T1 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 National Grid's EPS, National Grid may choose to disconnect the 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. National Grid'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
 - b. Electric System Bulletin 750 "Specifications for Electrical Installations". ESB 750, available at: 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
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 Impact Study dated 11/06/2018.
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 National Grid personnel.
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"

Exhibit H – Interconnection Service Agreement

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 systems greater than 25kW, Interconnecting Customer shall provide a means of communication to the National Grid 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 National Grid. If approved, a wireless-enabled meter will be installed, at the customer's expense. If and when National Grid's retail tariff provides a mechanism for monthly billing for this service, the 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 to National Grid's revenue meter is provided.
15. For systems with redundant relaying, Company witness testing will be required. 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. National Grid's Regional Control Center must first give permission to the customer to allow the operation of their system.
17. Interconnecting Customer's protection scheme submitted for review must meet National Grid'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 National Grid 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, National Grid 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 National Grid EPS under any conditions.
19. The 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 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 Customer's locked gate. In those cases where Company equipment is required to be behind the Customer's locked gate, double locking, with both the Company's and Customer's locks shall be employed.
20. The Interconnecting Customer is responsible for coordinating with Verizon for any Verizon work. These costs will be billed directly to the customer from Verizon. It will be the responsibility of the 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 Interconnection Service 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 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

APPENDIX A

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Exhibit H – Interconnection Service Agreement

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 National Grid (“Company”) and the Interconnecting Customer (“Customer”); and (2) the first payment has been submitted by the 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.

Attachment 6 - Appendix A: System Modifications Construction Schedule

Total Duration for Construction: 108 weeks

Milestone	Estimated Duration	Responsible Party
First Payment	Start	Customer
Distribution System Modification Design	6 weeks	National Grid
Substation System Modification Design and Outage Planning	28weeks	National Grid
Secure Required Permits/Easements and Petition for National Grid Work (Before Construction Begins)	16 weeks	National Grid and Customer
Submit Final Payment (Before Construction Begins)	As per ISA	Customer
Distribution System Schedule Coordination and Construction	12 weeks	National Grid
Substation System Schedule Coordination and Construction	52 weeks	National Grid
Witness Test Scheduled and Approved and Completion Documentation Approved	3 weeks	National Grid and Customer
Meter Installation and Authority to Interconnect	1 week	National Grid

* Milestones may be contingent on Verizon schedule and/or ISO-NE approval of outages. Customer is responsible to coordinate directly with Verizon. This schedule does not include any Design or Construction Time required by Verizon.

