

PUBLIC (REDACTED) VERSION

PRE-FILED SUPPLEMENTAL TESTIMONY OF
WHITNEY RUBIN
ON BEHALF OF CAMDEN SOLAR LLC
NCUC DOCKET NO. EMP-109, SUB 0

INTRODUCTION

Q. PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS.

A. My name is Whitney Rubin. I am a Development Manager with BayWa r.e. Solar Projects, LLC (“BayWa Solar”) at 17901 Von Karman Avenue, Suite 1050 in Irvine, CA 92614.

Q. ARE YOU THE SAME WHITNEY RUBIN WHO CAUSED TO BE FILED PREFILED DIRECT TESTIMONY IN THIS MATTER ON APRIL 1, 2020?

A. I am.

Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL TESTIMONY?

A. My testimony is intended to provide additional information in response to the Commission’s June 22, 2020, *Order Cancelling Expert Witness Hearing and Requiring Additional Testimony*, which directed the Applicant to file additional testimony addressing issues related to interconnection costs and the Applicant’s plans to sell the energy and capacity generated by the Project. My testimony also seeks to correct a few erroneous statements in the original Application for the Project and in my Pre-Filed Direct Testimony.

Q. ARE THERE ANY ERRORS IN THE APPLICATION FOR THE PROJECT THAT YOU WISH TO CORRECT?

A. Yes. The Application incorrectly states that the Project will interconnect to Dominion Energy North Carolina’s (“Dominion’s”) transmission system. Application, Ex. 2(i), 2(vi), Ex. 3. The Project will instead interconnect to Dominion’s distribution system, as indicated in Ex. 3(iii) to the Application and in my Pre-Filed Direct Testimony.

Q. ARE THERE ANY ERRORS IN YOUR PREFILED DIRECT TESTIMONY

1 **THAT YOU WISH TO CORRECT?**

2 A. Yes. My Pre-Filed Direct Testimony erroneously states that the Project received its
3 executable Interconnection Agreement on May 15, 2015. The effective date of the Interconnection
4 Agreement is actually January 7, 2018, although the IA was not fully executed until March 8,
5 2019.

6 **Q. PLEASE DESCRIBE ALL INTERCONNECTION STUDIES RECEIVED**
7 **FOR THE PROPOSED FACILITY.**

8 A. Camden has received the following interconnection studies, included as
9 attachments hereto:

- 10 • Generation Interconnection Feasibility Study Report For PJM Generation
11 Interconnection Request Queue Position AB2-022 – Elizabeth City 34.5kV 13MW
12 Capacity /20MW Energy (Aug. 2016) (Attachment A)
- 13 • System Impact Study Report and Facility Study Agreement - NC16035 – 20.0 MW
14 (July 16, 2018) (Attachment B)
- 15 • Virginia Electric and Power Company d/b/a Dominion Energy North Carolina -
16 Facility Study Report for NC16035 – 20MW (Oct. 1, 2018) (Attachment C)
- 17 • Virginia Electric and Power Company d/b/a Dominion Energy North Carolina -
18 Facility Study Report for NC16035 – 20MW (updated) (Jan. 3, 2019) (Attachment
19 D)

20 As indicated in my Prefiled Direct Testimony, Camden Solar is a party to an
21 Interconnection Agreement (“IA”) with Dominion Energy North Carolina (“Dominion”)
22 (Attachment E), with an effective date of January 7, 2018. The IA provides the terms and
23 conditions under which the Project will physically interconnect to Dominion’s distribution system.

1 On February 20, 2020, the parties agreed to modify the IA to extend the milestone schedule
2 provided in the IA and to reflect a change in control of the Project (Attachment F). As indicated
3 in my Pre-Filed Direct Testimony, the estimated Distribution Upgrade charges for the Project
4 under the IA are [REDACTED]. The estimated
5 Attachment Facility charges are [REDACTED]
6 [REDACTED] for a total estimated cost of [REDACTED]
7 [REDACTED]. As discussed below, the Project is not eligible to receive reimbursement of
8 any of these costs. The Project does not require any Network Upgrades.

9 Because the Project is interconnecting to Dominion’s distribution system, rather to than
10 the transmission system, the Project’s interconnection is under state, rather than federal,
11 jurisdiction, and has been studied under the *North Carolina Interconnection Procedures, Forms,
12 And Agreements for State-Jurisdictional Generator Interconnections* approved by the Commission
13 in Docket No. E-100, Sub 101. In addition, the terms and conditions of the *North Carolina Final
14 Interconnection Agreement for State Jurisdictional Generator Interconnections* also apply, rather
15 than the terms of the Small Generator Interconnection Agreement under Dominion’s FERC-
16 jurisdictional Open Access Transmission Tariff. One consequence is that the Project is not eligible
17 for reimbursement of the cost of Upgrades it is required to fund under the IA.

18 Although the Project’s interconnection is state-jurisdictional, it intends to participate in the
19 PJM wholesale market. Consequently, the Project is also party to a Wholesale Market
20 Participation Agreement (“WMPA”) (Attachment G), which establishes standards and
21 qualifications to enable the Project to participate as a Market Seller in PJM’s market, and to allow
22 PJM’s system operations the necessary visibility to the Project for reliability purposes. The
23 attached cover letter by PJM, submitting the WMPA to FERC for approval, provides legal

1 background on the significance of the WMPA in the context of the Project's state-jurisdictional
2 interconnection.

3 **Q. DO YOU EXPECT TO RECEIVE ANY FURTHER INTERCONNECTION**
4 **STUDIES?**

5 A. No. The Project has completed the interconnection process and no further studies
6 are required to assess either the impacts of the Project or the requirements to safely interconnect
7 the Project to Dominion's grid.

8 **Q. ARE YOU AWARE OF ANY SYSTEM OTHER THAN THE STUDIED**
9 **SYSTEM THAT IS OR WILL BE AFFECTED BY THE INTERCONNECTION OF THE**
10 **PROJECT? IF SO, EXPLAIN THE IMPACT AND BASIS.**

11 A. No. Neither the System Impact Study Report, the Facilities Study Report, nor the
12 Interconnection Agreement identify any impacts that the Project might have on an Affected System
13 (*i.e.*, one other than Dominion). In fact, the interconnection studies do not identify any impacts
14 that the Project may have even on Dominion's transmission system.

15 **Q. PLEASE CALCULATE THE LEVELIZED COST OF TRANSMISSION**
16 **(LCOT) FOR ANY REQUIRED TRANSMISSION SYSTEM UPGRADES OR**
17 **MODIFICATIONS FOR THE PROJECT.**

18 A. The Project does not require any transmission system upgrades or modifications.
19 Only distribution system upgrades are required, the entire cost of which will be borne by the
20 Project and not reimbursed.

21 **Q. DOES THE FACILITY PROPOSE TO SELL ITS ENERGY AND**
22 **CAPACITY TO A DISTRIBUTION UTILITY REGULATED BY THE COMMISSION?**

23 A. No.

1 **Q. DOES THE FACILITY PROPOSE TO SELL ITS ENERGY AND**
2 **CAPACITY TO A DISTRIBUTION UTILITY NOT REGULATED BY THE**
3 **COMMISSION BUT SERVING RETAIL CUSTOMERS IN NORTH CAROLINA?**

4 A. No.

5 **Q. DOES THE FACILITY PROPOSE TO SELL ITS ENERGY AND**
6 **CAPACITY TO A PURCHASER WHO IS SUBJECT TO A STATUTORY OR**
7 **REGULATORY MANDATE WITH RESPECT TO ITS ENERGY SOURCING?**

8 A. Not at this time. If Camden Solar’s current negotiations with a commercial energy
9 offtaker (discussed below) are unsuccessful, then Camden Solar may explore the possibility of
10 selling energy to a compliance buyer and will update the Commission in that event.

11 **Q. ARE THERE ANY PPA AGREEMENTS, REC SALE CONTRACTS, OR**
12 **CONTRACTS FOR COMPENSATION FOR ENVIRONMENTAL ATTRIBUTES FOR**
13 **THE OUTPUT OF THIS FACILITY?**

14 A. There are currently no executed agreements to sell the output of the Facility. The
15 Applicant is currently in late-stage negotiations with a Commercial and Industrial (“C&I”) offtaker
16 for the energy provided by the Facility and has signed a Letter of Intent with that offtaker. That
17 letter of intent has expired due to the passage of time, but the parties are negotiating an extension
18 letter which the Applicant will file once it has been executed.

19 The Applicant is separately negotiating for the sale of Renewable Energy Credits (“RECs”)
20 generated by the project. Camden Solar will supplement its testimony and provide copies of any
21 Power Purchase or REC sale agreements when they are executed.

22 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

23 A. Yes.

NCUC DOCKET NO. EMP-109, SUB 0

**SUPPLEMENTAL PRE-FILED DIRECT TESTIMONY OF
WHITNEY RUBIN
ON BEHALF OF CAMDEN SOLAR LLC**

ATTACHMENTS

A	Generation Interconnection Feasibility Study Report For PJM Generation Interconnection Request Queue Position AB2-022 – Elizabeth City 34.5kV 13MW Capacity /20MW Energy (Aug. 2016) [CONFIDENTIAL]
B	System Impact Study Report and Facility Study Agreement - NC16035 – 20.0 MW (July 16, 2018) [CONFIDENTIAL]
C	Virginia Electric and Power Company d/b/a Dominion Energy North Carolina - Facility Study Report for NC16035 – 20MW (Oct. 1, 2018) [CONFIDENTIAL]
D	Virginia Electric and Power Company d/b/a Dominion Energy North Carolina - Facility Study Report for NC16035 – 20MW (Jan. 3, 2019) [CONFIDENTIAL]
E	North Carolina Final Interconnection Agreement (Jan. 7, 2018) [CONFIDENTIAL]
F	Modification to Interconnection Agreement Dated January 7th, 2018 between Virginia Electric and Power Company d/b/a Dominion Energy North Carolina and Camden Solar, LLC (Feb. 20, 2020) [CONFIDENTIAL]
G	PJM Interconnection, L.L.C., Docket No. ER18-1767-000, Wholesale Market Participation Agreement No. 5095; Queue No. AB2-022 (including PJM transmittal letter to FERC) (June 11, 2018) [CONFIDENTIAL]

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this day served the foregoing **PREFILED SUPPLEMENTAL TESTIMONY OF WHITNEY RUBIN** upon the following by electronic mail as follows:

Christopher Ayers, Esq.
Executive Director - NC Public Staff
Chris.Ayers@psncuc.nc.gov

Megan Jost
NC Public Staff - Legal Division
megan.jost@psncuc.nc.gov

NC Public Staff - Legal Division
4326 Mail Service Center
Raleigh, NC 27599

This the 15th day of July, 2020.

/s/ _____

Benjamin L. Snowden