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April 13, 2022

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

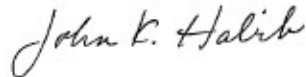
Re: Revity Energy LLC Petition for Dispute Resolution – Docket No. 5247

Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a National Grid (the Company), enclosed is the Company's Response to the Petition for Dispute Resolution filed by Revity Energy LLC on March 30, 2022, in the above-referenced matter.

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

Sincerely,



John K. Habib, Esq.

Enclosures

cc: Nicholas L. Nybo, Esq.
Cindy Wilson-Frias, Esq.
John Isberg
John Kennedy
Timothy Roughan
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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

Petition of Revity Energy LLC for Dispute Resolution Pursuant To R.I.P.U.C. No. 2244)))))	Docket No. 5247
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**THE NARRAGANSETT ELECTRIC COMPANY’S RESPONSE TO REQUEST FOR
DISPUTE RESOLUTION**

The Narragansett Electric Company d/b/a National Grid (“National Grid” or “Company”), pursuant to Section 9.2 of the Standards for Connecting Distributed Generation, R.I.P.U.C. No. 2244 (the “Tariff”), hereby responds to the Request for Dispute Resolution (“Request”) filed by Revity Energy LLC, (“Revity” or “Customer”) in the above-captioned matter on March 30, 2022.¹

I. INTRODUCTION

Revity is requesting that the Company issue executable interconnection service agreements (“ISAs”) associated with: (1) a project it controls on Robin Hollow Road in West Greenwich, Rhode Island (the “Robin Hollow Project”), and; (2) additional projects on Weaver Hill Road (the collectively, the “Projects”).² Request at 1. The crux of the dispute is whether Revity will agree to share the costs of civil work incurred by a third-party, Green Development, LLC (“Green Development”), necessary to interconnect the Projects (and the projects of Green Development)

¹ Section 9.2(a) of the Tariff provides that “within ten business days after the written request to the Commission for dispute resolution, the other party shall also submit a summary of the situation to the Commission and provide a copy of the summary to the Requesting Party.” For organizational purposes, TNEC has set forth its specific response to each of the factual allegations stated in the Petition.

² As noted herein, the Company is in possession of 7 applications in total for these Projects, with a total size of 40.7MW. Each application lists 18 Weaver Hill Road as the address for these Projects.

to the Company's electric distribution system ("EDS"). Revity is challenging National Grid's authority to broker cost sharing between Revity and Green Development via a Petition for Declaratory Judgment docketed by the Rhode Island Public Utilities Commission (the "Commission") as Dkt. No. 5235. The Company has been actively engaged in discussions with both Revity and Green Development to facilitate the exchange of cost information between the parties so that Revity has sufficient information to determine if it will agree to share such costs with Green Development. The Company has also shared draft interconnection service agreement ("ISA") language with Revity in anticipation of their decision regarding cost sharing the civil work with Green Development. As noted by Revity, the Company has not yet delivered final, executable ISAs to Revity, given the pending legal challenge (and now request for dispute resolution). They have requested via their March 30, 2022, filing that the Commission opine on the Company's decision to not issue a final, executable ISA to Revity until these challenges are resolved.

II. FACTS

Narragansett provides the following facts and background for further context of its position in this matter.³

1. On or around October 18, 2019, Revity submitted interconnection applications for seven projects with an aggregate capacity of approximately 40.7 MW.⁴ The projects are located in close proximity to each other at 18 Weaver Hill Road in West Greenwich, Rhode Island.

2. The Projects are proposed to interconnect to Narragansett's EDS via the Kent County Substation, 34.5 kV distribution feeder 3309.

³ These facts were also submitted in its response to Revity's Petition for declaratory judgement docketed as Dkt. 5235, up to and including paragraph 16.

⁴ The projects are under the following case numbers: 246616, 246614, 246609, 246610, 246606, 246617, 281561.

3. Within several months of Revity's submission of the Projects' interconnection applications, Narragansett received interconnection applications from two other developers, Green and Energy Development Partners ("EDP"), proposing an additional 20 MW project by Green Development and 10 MW by EDP to also interconnect via the Kent County Substation, 34.5 kV distribution feeder 3309.

4. Green Development, LLC's interconnection applications were submitted on or around January 28, 2019. Green Development's projects were included in the ASO#1 queue and received ASO approval in May 2020. The projects received a final Distribution System Impact Study on June 30, 2020 and executed ISAs on July 22, 2020.

5. EDP submitted its interconnection application on or around December 18, 2018. However, EDP's project was deferred to the ASO#2 queue and received ASO approval in March 2021. EDP's project is currently undergoing restudy at the distribution level and has not been issued an ISA.

6. Revity's Projects were placed in the ASO#2 queue and received ASO approval in February 2021. The Projects received a final Distribution System Impact Study on April 22, 2021.

7. Interconnecting Green Development, EDP and Revity's projects requires installation of approximately 35,600 feet, or 6.74 miles of underground duct banks and supporting manholes to house underground cables connecting the projects to the point of interconnection at the Kent County Substation. Green Development's projects are located the furthest away from the Kent County Substation as compared to EDP and Revity's proposed projects.

8. The Distribution System Impact Studies prepared by Narragansett for Revity's Projects and Green Development's projects estimated the total cost for the duct bank at approximately \$16.3 million.

9. Approximately 53.29 percent of the duct bank is a common path that will be relied upon by all three parties. Of the common duct bank path, Revity's projects account for approximately 67 percent of the shared projects on a pro rate megawatt basis.

10. Narragansett allows Interconnecting Customers to self-perform limited civil work (but not electrical work), such as duct bank construction, on the Company's EDS to alleviate construction resource constraints, and in recognition that certain Interconnecting Customers or their contractors have adequate expertise to complete civil work and may be able to do so at reduced costs.⁵ Revity does not dispute that such self-performance of civil work is permitted under Section 2.0 of the Interconnection Tariff. Dkt. 5235, Revity Petition at 6, ¶ 6, n. 1.

11. When Narragansett allows self-performance of civil work, it does so under conditions that: (a) once the work is completed, the facilities are donated to Narragansett such that Narragansett is the exclusive owner and operator of the facilities; (b) that the Interconnecting Customer and/or its contractors coordinate with the Company to review civil design parameters and requirements and the schedule of work; and (c) that all materials provided and civil work performed are in strict conformance with the Company's provided civil design plans.

12. In this case, Green Development requested and was granted authority to self-perform the civil work for the duct bank. Because Green Development's projects are located furthest from the point of interconnection, Green Development agreed to construct the entire length of the duct bank, including the common portion that will benefit Revity and EDP. Green Development has provided a cost estimate for the entire duct bank of \$14,231,676, representing a roughly \$2 million cost savings as compared to Narragansett's estimate.⁶

⁵ Narragansett is currently reviewing this process and will offer a more formal structure for facilitating self-build and cost sharing of civil work between developers in the future.

⁶ There is no evidence to suggest that Revity's \$275/ft cost estimate meets Narragansett's design standards.

13. Narragansett established the civil design parameters and requirements for the duct bank and oversaw its construction in strict conformance with the Company's design plans. Narragansett's design requirements ensured that the duct bank was constructed to standards adequate to support the EDP and Reivity projects. The duct bank is substantially complete at this time.

14. As Green Development had executed ISAs for its projects as of July 22, 2020, and neither Reivity nor EDP have executed ISAs at this time, it would have been untenable to require Green Development to wait for Reivity or EDP to construct any of the common duct bank path.

15. On or around February 1, 2022, Narragansett sent Reivity revised draft ISA attachments for its projects. The latest draft ISA attachments identify Reivity's common duct bank cost responsibility for its 40,700 kW projects at a total of \$5,081,320, which is based on the approximately 53.29 percent common path of the duct bank, and Reivity's pro rata megawatt share of 67 percent of the common path.

16. Reivity will also be responsible for self-performing civil work associated with an additional portion of duct banks that will only benefit its Projects at this time. Narragansett acknowledges that a prior draft of the ISAs indicated such work would not be eligible for cost sharing, but this language was included in error and Narragansett has since removed that language.

17. Reivity submitted a Petition seeking a Declaratory Judgment to the Commission on February 18, 2022, on the issue of whether Narragansett is "legally authorized to participate in cost-collection of self-performed interconnection civil work." Request at 2.

18. On February 23, 2022, Narragansett requested a meeting with Reivity about paying for a 1000kcmil cable necessary to interconnect Reivity's Projects. Reivity agreed to make that payment, and did so on February 24, 2022. Narragansett disagrees with Reivity that it made any

commitments in the context of that discussion, or otherwise, regarding whether the filing of the Petition would affect the timing of the issuance of final, executable ISAs.

19. On March 7, 2022, Revity corresponded with Narragansett to address additional provisions in the draft ISAs, including the costs associated with the civil work incurred to date by the Green Development. During discussions with Revity, it became clear that there was not a definitive path at that time for Narragansett to provide final, executable ISAs to Revity. Revity noted that they were in discussions with Green Development on having a private agreement to share the civil work costs. Narragansett determined that fact should be addressed prior to providing executable ISAs.

II. DISCUSSION

The Company acknowledges that it has not proceeded to finalize executable ISAs with the Projects pending a decision by Revity regarding its intent to participate in cost sharing for the civil work described above. The Tariff allows Narragansett to “stop the clock” on an interconnection timeframe when awaiting information from Interconnecting Customers, except in limited circumstances. Tariff at Section 3.5. The issue at hand is whether Revity will agree to participate in cost sharing associated with both Green Development’s civil work, which will directly benefit Revity’s Projects, and the extension of that civil work along Weaver Hill Road, which may benefit other projects in the vicinity (specifically, at this point, EDP’s project).

Revity’s Request, however, states on page 2 that “Revity has agreed to an ISA that provides for payments that assume, arguendo, that National Grid has ... authority [to facilitate cost-sharing] thus allowing National Grid to proceed with the ISAs without any financial risk related to Revity’s Petition.” Based on this statement, Narragansett is willing to negotiate language with Revity to this end and present final, executable ISAs to Revity once the negotiation is complete. The

Company agrees with Revery that the Commission should continue to review their Petition and consider the arguments of all parties regarding Narragansett's decision to facilitate cost-sharing associated with civil work necessary to interconnection Revery's Projects. If and when the Commission issues rulings associated with the Petition, final resolution of Revery's share of the costs of such civil work can be effectuated by the terms of the ISA. Accordingly, Narragansett requests that Commission staff allow time for continued discussions between the Company and Revery with a goal of issuing final, executable ISAs to Revery that address the potential for Revery to contribute to costs incurred by Green Development to construct the civil work necessary to interconnect Revery's Projects.

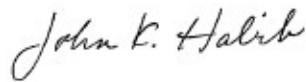
III. CONCLUSION

National Grid looks forward to exploring a mutually agreeable resolution with Revery through this process.

Respectfully submitted,

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

By its attorney,



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Dated: April 13, 2022