

State of Rhode Island Public Utilities Commission

**In Re: The Narragansett Electric Co. d/b/a Rhode Island Energy's Petition for
Acceleration Due to DG Project – The Weaver Hill Projects**

Docket No. 23-38-EL

Pre-Filed Testimony of

Matthew Ursillo

April 10, 2024

I. Introduction and Qualifications

1 **Q. Please state your name and business address.**

2 A. My name is Matt Ursillo and my business address is 2000 Chapel View Boulevard,
3 Suite 500, Cranston, RI 02920.

4 **Q. By whom are you employed and in what capacity?**

5 A. I am the Vice President of Construction and Project Management for Green
6 Development, LLC, formerly Wind Energy Development, LLC or WED (“Green”).

7 **Q. What was your professional background before joining Green?**

8 A. I have nearly two decades of experience in the engineering, management, and
9 construction of electric utility projects. Prior to joining Green, I worked for Constellation
10 Energy, Exelon, and the M&W Group in both engineering and project management
11 capacities. I have worked on a wide variety of projects throughout the energy industry
12 including utility solar projects, wind generation, fuel cells, electrical distribution,
13 microgrids, demand response, cogeneration systems, fossil fuel power plants, boilers,
14 chillers, HVAC systems, and civil construction.

15 **Q. What do you do for Green?**

16 A. I am responsible for the execution of renewable energy projects including
17 photovoltaic, wind energy, and other emerging technologies.

1 **Q. What is your educational background?**

2 A. I am a graduate of the University of Rhode Island, holding a Bachelor of Science
3 degree in Mechanical Engineering. I am also a graduate of the Pennsylvania State
4 University, holding a Masters of Business Administration. I am a certified Project
5 Management Professional through the International Project Management Institute as well
6 as a licensed Renewable Energy Professional.

7 **Q. When was Green formed?**

8 A. The company was founded in 2009.

9 **Q. What is Green's mission?**

10 A. Green Development's mission is to help transform the energy mix in Rhode Island to
11 clean, reliable energy while preserving farmland, reducing water and air pollution,
12 increasing energy security, and creating local jobs.

13 **Q. How does Green's work enhance energy security?**

14 A. Rhode Island imports the majority of its energy resources. Approximately 83% of the
15 resources used to generate electricity come from natural gas produced out of state. That's
16 down from the 91-93% range reported just several years ago but is still the second-
17 highest percentage among all states. Of course, the cost of these resources increases in
18 times of short supply. Green Development is committed to helping Rhode Island produce

1 more of its power from renewable sources, to establish a reliable, sustainable, and local
2 energy supply.

3 **Q. How has Green’s work reduced carbon emissions?**

4 A. Our solar and wind projects produce no carbon dioxide (CO₂), a greenhouse gas that
5 is linked to atmospheric warming. Green’s current solar and wind projects offset over
6 121,248 metric tons of CO₂ each year, equivalent to the CO₂ generation of 12,376,963
7 gallons of gas or the annual carbon sequestered by 127,421 acres of forest.

8 **Q. How does Green’s work help our local economy?**

9 A. Green’s renewable energy solutions deliver significant energy savings to towns,
10 cities, and non-profit entities at a fixed low rate, via Rhode Island’s virtual net metering
11 program. Our current installed projects will save Rhode Island government entities and
12 non-profits approximately \$85 million over 25 years. Green’s wind and solar projects
13 also create local jobs including the manufacturing of components, service, and
14 maintenance.

15 **Q. How has Green done?**

16 A. Projects that Green has developed and constructed currently generate approximately
17 264,000,000 kilowatt-hours of energy annually. That is enough to power an estimated
18 26,000 homes each year.

19 **Q. What are the opportunities?**

1 A. There is a lot of interest from investors and banks, provided we can efficiently, and
2 cost effectively, build and interconnect these projects. We are upbeat about recent
3 advancements in Rhode Island law, Rhode Island’s energy plan (Energy 2035), the
4 State’s progressive emissions targets set in the Act on Climate, prospects of greater
5 collaboration and alignment around project siting policy and the hope that we can better
6 align these public policy interests with utility policies and procedures.

7 **Q. What are the challenges?**

8 A. The risks and soft costs of project development are still substantial, from siting
9 policies to local taxation policy to interconnection challenges posed by utilities and more
10 recently by FERC. Our state energy plan reflects the wealth of stakeholder and expert
11 input on the need to diversify our energy sources for energy security, reliability, and cost
12 reasons, but policy and regulatory positions present challenges to meet our energy and
13 climate goals.

II. Summary

14 **Q. Please summarize the interconnection issue under review in this docket.**

15 A. Narragansett Electric (dba Rhode Island Energy, “the Company”) petitions to repay
16 Green for System Improvements which benefit other customers, made to the electrical
17 distribution system by Green in association with its interconnection of renewable energy
18 projects at 899 Nooseneck Hill Road in West Greenwich, RI, 02817 (“Nooseneck
19 Projects”), and now seek PUC approval for the repayment calculation. Green applied to
20 the Company on or about January 29, 2019, to interconnect a 20MW photovoltaic

1 distributed generation energy project and was informed by the Company that in order to
2 do so it would be required to make upgrades necessary to serve other customers. Green
3 contested that the added upgrades the Company required to serve other customers were
4 not needed to interconnect Green’s proposed project and that Green could fund a much
5 simpler interconnection to serve its own project. Due to concerns about affordability and
6 delays to implement this upgrade project, Green offered to self-construct the project
7 subject to reimbursement of the cost of System Improvements. After lengthy back and
8 forth about proper allocation and timing of reimbursement, the Company presents its
9 proposed cost allocation in this petition for Commission approval.

10 **Q. What is RIE proposing in this docket?**

11 A. The Company is requesting a determination that the future system improvement of
12 extending the 3310 circuit to a new substation on Weaver Hill road be accelerated for the
13 purposes of interconnecting the Nooseneck projects along with other RIE customers. A
14 large percentage of the system improvement has already been constructed by the
15 Nooseneck and other DG customers. The company is also proposing to apply
16 the payment depreciation mechanism allowed for System Modifications, as described in
17 Section 5.4 of the Narragansett Electric Company Standards for Connecting Distributed
18 Generation, RI PUC #2258 (the “Tariff”), to the System Improvement costs as made for
19 the Nooseneck Projects and other RIE customers, subject to R.I. Gen. Laws §39-26.3-4.1.

20 **Q. Please summarize your testimony.**

1 A. Green generally supports the Company’s filing because Green is entitled to
2 reimbursement for the upgrades at issue. Green is reimbursed for the cost of System
3 Improvements that were required for the immediate need of other customers and also for
4 other System Improvements planned by the Company and that would have been made
5 without the modifications required for the Nooseneck Projects.

6 The Company’s petition is for the reimbursement of the common path electrical
7 and civil costs incurred by the Nooseneck Projects and other developers but necessary,
8 and the least cost option, for the extension of the 3310 circuit and Weaver Hill Substation
9 as identified in the Central RI West Area Study.

10 However, the Company’s petition is only for cost sharing the common path civil
11 duct bank cost of \$5,951,270 out of the 3rd party audited \$12,023,525 total project cost.
12 The Company represents the common path duct bank as extending from manhole 44 at
13 Hopkins Hill Road to manhole 21a at the intersection of Weaver Hill Road and
14 Nooseneck Hill Road, 15006 feet of duct line and wiring representing 52% of the total
15 duct bank length of 28568 feet. The Company also required Green to overbuild 4-way
16 duct bank instead of 2-way duct bank from Manhole 21a at the intersection of Weaver
17 Hill Road and Nooseneck Hill Road to manhole 1 at the Nooseneck Projects, 13326
18 additional feet of system improvements at a cost of \$6,000,283. The additional two pipes
19 in that duct bank were not needed for Greens interconnection infrastructure but are for the
20 Company’s future use. The Company does not propose to reimburse Green for that

1 overbuild in this petition. Green proposes that 50% of the cost for the additional
2 ductbank improvements be added to petition for reimbursement and future use by the
3 Company.

4 Moreover, these are not accelerated System Modifications, they are System
5 Improvements that are properly assessed to ratepayers by the Statute and the Tariff, for
6 which Green was never accountable and must be repaid. The Company admits that these
7 upgrades are System Improvements, planned upgrades to the Company’s electric system
8 that are designed to accommodate the needs of the Company’s other customers. The
9 planned System Improvements at issue here were included in four Infrastructure Safety
10 and Reliability (ISR) filings (RI PUC Dockets 23-48-EL, 22-53-EL, 5209 & 5098) that
11 were reviewed by the Division and approved by the Commission. Such System
12 Improvements are to be funded by ratepayers, not interconnecting renewable energy
13 customers.

14 In an effort to deliver these upgrades cost effectively and on a reasonable delivery
15 schedule, Green agreed to construct them subject to the Company’s commitment that
16 Green would be reimbursed for their cost. The repayment for the cost of System
17 Improvements (that were never Green’s responsibility to begin with) is not properly
18 considered or regulated as an acceleration of “System Modifications” needed to
19 interconnect Green’s project. Since these are the Company’s planned System
20 Improvements, the Company should have funded them and they are now automatically
21 subject to reimbursement at their full, actual cost. There is no depreciation nor any five-

1 year restriction on the recovery of costs a renewable energy customer has incurred for
2 “System Improvements.” Nor does the law allow a five-year limitation on recovery of
3 accelerated System Modifications.

III. History of Assessed Charges and Discussion.

4 **Q. Please summarize the history of discussion of cost sharing between the Company**
5 **and between other interconnecting renewable energy customers.**

6 The Commission addressed this interconnection in Docket 5235, Revity’s petition
7 for declaratory judgment regarding authorization to cost share for self-built projects. The
8 agreed facts reached between Revity Energy LLC, the Company, and Green in Docket
9 5235 also describe the history of this interconnection work.

10 Since at least 2018, the Company’s policy for transfer of customer self-performed
11 work is that upon completion of the self-performed work and once accepted by the
12 Company, the facilities involved become the Company becomes the exclusive owner and
13 operator of the donated facilities. As such, the Company has the same right and
14 obligation to use the donated facilities to serve other customers as it would for any other
15 Company-owned property.

16 On or around December 18, 2018, EDP submitted its interconnection application
17 for its project at 189 Weaver Hill Road in West Greenwich (the “Studley Project”) with
18 an aggregate capacity of approximately 10.0 MW. The Studley Project entered the
19 Company’s interconnection queue on May 10, 2019.

1 On or around January 28, 2019, Green submitted its interconnection applications
2 for its Nooseneck Projects in West Greenwich with an aggregate capacity of
3 approximately 20.0 MW. Green’s Nooseneck Projects entered the interconnection queue
4 on February 12, 2019.

5 On or around September 25, 2019, Revity submitted interconnection applications
6 for seven projects located in close proximity to each other at 18 Weaver Hill Road in
7 West Greenwich, Rhode Island, with an aggregate capacity of approximately 40.7 MW
8 (the “Robin Hollow Projects”). The Robin Hollow Projects entered Narragansett’s
9 interconnection queue on October 18, 2019, proposing to interconnect via the Kent
10 County Substation (34.5 kV distribution feeders 3309 and 3310). Collectively these three
11 projects are the “Weaver Hill Projects.”

12 On February 13, 2020, the Company gave Green a draft system impact study for
13 the interconnection of the Nooseneck Projects which included installation of a 28,000-
14 foot long underground of 4- and 6-way duct bank (the “Third Party Duct Bank”) from
15 Hopkins Hill Road in West Greenwich to its Nooseneck Projects. The Nooseneck
16 Projects were included in the Affected System Operator (“ASO”) #1 study queue and
17 received ASO approval in July 2020. On May 18, 2020, Green formally requested and
18 the Company granted permission to self-perform the civil work for the Third Party Duct
19 Bank. Green made this request because we were required to meet the Company’s
20 specifications and had no reasonable alternative. The Final Impact Study for Green’s
21 Nooseneck Hill projects includes reference to the Company’s agreement for Green to

1 construct the Third Party Duct Bank. During a meeting on June 3, 2020, the Company
2 informed Green that the Company would facilitate cost-sharing for Green’s self-
3 performed civil interconnection work as well as for the increase in cable size from
4 500kcmil to 1000kcmil to accommodate the Studley and Robin Hollow projects. The
5 Company informed Revery and EDP of the Company’s intent to facilitate cost sharing
6 among Green, EDP and Revery of the costs incurred to construct the Third Party Duct
7 Bank. The aggregate nameplate capacity for all of the Green, Revery and EDP projects is
8 70.7 MW, with the following split on a per megawatt basis: the Green’s Nooseneck
9 Projects constitute 20 MW (28.3%); Revery’s Robin Hollow Projects constitute 40.7 MW
10 (57.6%), and EDP’s Studley Project constitute 10 MW (14.1%). This split did not, at the
11 time, include cost sharing of these improvements for the proposed Weaver Hill
12 Substation as the Company had indicated was necessary in its ISR filings in Dockets
13 5098, 5209, 22-53-EL, and 23-48-EL.

14 Green and the Company executed Interconnection Service Agreements (“ISAs”)
15 for Green’s Nooseneck Hill Road projects on July 22, 2020. On September 3, 2020, the
16 Company provided Green with a civil engineering and design specification for Green to
17 self-perform the design and construction for the Third Party Duct Bank. The specification
18 estimated the Third Party Duct Bank to be approximately 28,000 linear feet and
19 contained design accommodations including conduit sections of 2-way, 4-way, and 9-
20 way duct sizes for interconnection of the Weaver Hill projects and future expansion of
21 the Company’s distribution system.

1 Green’s projects are located furthest from the point of interconnection with the
2 Company’s distribution system and Green agreed to construct the entire length of the
3 Third Party Duct Bank, including the common portion that would be utilized by the
4 Robin Hollow and Studley Project, on the condition of a commitment and authority to
5 implement cost sharing stemming from the June 2020 meeting with the Company.

6 The Robin Hollow Projects were placed in the ASO #2 queue and received ASO
7 approval in February 2021. The Studley Project was also placed in the ASO #2 queue and
8 received ASO approval in March 2021. Revity’s final Distribution System Impact Study
9 estimated the civil duct bank work to be approximately \$\$18,177,661 of total costs
10 (including Third Party Duct Bank costs) for 15,600 feet, if the Company were to perform
11 the work.

12 On July 16, 2021, the Company approved the civil design and construction
13 package for the Third Party Duct Bank by Green and authorized construction. The final
14 approved design included a total Third Party Duct Bank linear length of 28,568 feet and
15 included 6 three-way manholes and 41 two-way manholes. The Third Party Duct Bank is
16 designed and built to accommodate runs of differing capacity including 9-way, 6-way, 4-
17 way, and 2-way duct bank. The capacity of the piping drives the total linear feet and the
18 real cost of construction (e.g., 9-way duct bank is more expensive than 4-way which is
19 more expensive than 2-way). Green’s project only required a 2-way duct bank. The
20 addition of the Revity, EDP, and Weaver Hill Substation projects required a greater
21 capacity duct bank.

1 Green repeatedly asked the Company for a cost-sharing mechanism following the
2 June 2020 meeting. On October 20, 2021, the Company re-committed that cost- sharing
3 would apply and that the pro-rata share per megawatt of costs allocated to Green would
4 be 28.3%.

5 In December 2021, the Company required Green to pay for the value of the
6 equivalent of the 500kcmkil wire that would have been needed for just the Nooseneck
7 Projects. Green paid the company \$1,956,428 while the Company sought payment from
8 Reivity for the balance of the cost so the Company could actually procure the 1000kcmil
9 wire necessary to interconnect both projects. The Company held procurement of the wire
10 until the additional payments were made by Reivity.

11 On December 21, 2021, the Company filed its FY 2023 ISR Plan in Docket 5209.
12 In it, the Company identifies required upgrades in the Central RI West Area to extend
13 portions of the 35kV system and install a new substation at Weaver Hill Road to relieve
14 existing distribution circuit concerns on the 54F1 and 63F6.

15 Green commenced the common duct bank work in September 2021 and predicted
16 completion of the work by the end of April 2022. On January 18, 2022, Green provided
17 the Company with a cost estimate of \$14,231,676 with itemized backup for the duct bank
18 work constructed to date and estimated to completion by Green. On February 22, 2022,
19 Green gave the Company a revised cost estimate of \$14,690,427.03, with itemized
20 backup for Green's work constructed and estimated to completion of the Third Party
21 Duct Bank. On April 12, 2022, Green gave the Company a further revised cost estimate

1 of \$14,926,045.16 with itemized backup for the work constructed to date and estimated to
2 completion of the Third Party Duct Bank. The final, 3rd party audited, cost of the Duct
3 Bank was \$12,023,525.

4 **Q. Please summarize Green’s history of negotiations over these assessed costs.**

5 A. Green has been in discussion about the proper assessment of interconnection
6 costs for this project since well before the execution of its Interconnection Services
7 Agreement on July 22, 2020. Green sent the Company a letter dated January 21, 2022,
8 (the “Letter,” attached as **Exhibit A**) that documented the dispute and pursuit of dialogue
9 regarding the assessment and allocation of interconnection costs and the timing of
10 interconnection charges.

11 Green repeatedly asked the Company how costs for the installation of additional
12 ducts and increased duct bank and wire size would be shared. Green expressed its
13 concern about the Company’s administration of cost sharing for the interconnection of
14 these projects. The Letter laid out the law regarding cost sharing and the history of
15 Green’s request that the Company commit to a fair sharing of cost per the statutory
16 requirement. The Letter explained that cost sharing was one of the major topics of
17 discussion at the Nooseneck Project meeting with the Company held on June 3, 2020.

18 On October 20, 2021, the Company finally committed in writing that cost sharing
19 would apply and that the pro-rata share of cost allocated to Green would be 28.3 percent.
20 The Company required Green to provide a detailed cost estimate for review and approval.
21 Green produced a line-item estimate of costs and has updated that with line-item

1 accounting of any actual costs. The Company has never contested that estimate or
2 Green’s account of its actual costs. Green materially relied on the Company’s written
3 confirmation of cost sharing in agreeing to sign its ISA and commence work on the duct
4 bank project.

5 These interconnection cost assessment/allocation and timing issues were also
6 taken up for PUC investigation in dockets 5205 and 5206 in an effort to navigate
7 systemic resolution with National Grid’s new successor, RIE.

IV. System Improvements and System Modifications

8 **Q. What are “System Improvements?”**

9 A: The Narragansett Electric Company Standards for Connecting Distributed
10 Generation, RI PUC No. 2258 (the “Tariff”) defines System Improvements as
11 “Economically justified upgrades determined by the Company in the Facility study phase
12 for capital investments associated with improving the capacity or reliability of the EDS
13 that may be used along with System Modifications to serve an Interconnection
14 Customer.”

15 **Q: Are System Improvements assessable to interconnecting renewable energy**
16 **customers?**

17 A. No. Green hopes to have the opportunity to more fully address this legal question in
18 its briefing of this docket rather than in witness testimony. But see e.g., R.I Gen. Laws §
19 RIGL §§ 39-26.3-4.1(a), (b); Tariff, §5.4.

1 **Q: Are System Improvements repayments subject to depreciated payments through**
2 **an acceleration calculation?**

3 A: No. System Improvements are not subject to an acceleration calculation. The Tariff
4 provides an Acceleration Clause only for System Modifications.

5 **Q: Why are System Improvements not subject to acceleration or depreciation?**

6 A: As the Company explains in response to data request Division 3-2, “the date that a
7 system issue is included in ISR plans is not the earliest date that the investment is
8 needed.”

9 **Q. Does the Company muddle the application of the terms “System Improvement”**
10 **and “System Modification” in this Petition?**

11 A. Yes, as noted by the Company in the Pre-Filed Testimony of Erica J. Russell Salk and
12 Stephanie A. Briggs (“Company Testimony”) on page 12, line 6, the Tariff describes a
13 process for acceleration of a System Modification that benefit other customers. The
14 Petition proposes depreciating the repayment to Green for System Improvements, using
15 the acceleration clause for System Modifications as a guide. However, the Tariff does not
16 require renewable energy customers to fund System Improvements; thus, it does not
17 establish any process for reimbursement or depreciation of System Improvements.

18 **Q. Are any of the upgrades in question System Improvements?**

19 A. The Company identifies the upgrades to the system made by Green as System
20 Improvements in the Company’s Testimony. On page 13, the Company testifies that,

1 “the System Improvements described in our testimony required to interconnect the
2 Nooseneck, Robin Hollow, and Studley Solar Projects will benefit both the Weaver Hill
3 Projects and the Company’s distribution customers.”

4 In repeated ISR filings, the Company has identified the need to construct a new
5 substation on Weaver Hill Road to offload the Coventry 54F1 and Hopkins Hill 63F6
6 circuits in the vicinity of this project to serve its customers. The petition reads:

The System Modifications include the installation of a manhole and duct system and extension of the 3310, a portion of which will provide benefits to the Company’s distribution customers. The portion of the manhole and duct system that will benefit the Company’s distribution customers meets the definition of a “System Improvement” provided in the Company’s Interconnection Tariff. The Company’s Petition seeks findings relating to the up-front payment of costs by Green Development, Revity, and EDP for the System Improvement, and the repayment to Green Development, Revity, and EDP by the Company of such costs, subject to the terms of the Interconnection Statute and Interconnection Tariff.

7 Company Testimony, at pp. 17-18. The Company Testimony further explains:

A portion of the manhole and duct system that was constructed by Green Development has been identified as a System Improvement. This portion is just over three miles, from the intersection of Hopkins Hill Road and Division Street to the intersection of Nooseneck Hill Road and Weaver Hill Road in West Greenwich. This stretch consists of 25 manholes of varying type, depending on the engineering design (e.g. 2-way, 3-way, etc.) and three phase conductor 1000 kcmil EPR insulated CU cable.

8 Id. at pp. 20-21. The Company responded to Division 3-2 as follows:

The Company has presented substantial amounts of information showing the need for the project and that the need continues to exist. The Company believes a determination that the project is not needed would be contrary to the analysis that has been performed by the Company and has been presented through the Central RI West Area Study and discovery in this docket. Specifically, the Company’s

response to DIV 1-1, 1-2, 1-9, 2-1, and 2-5 contain information showing a current and continuing need.

- 1 The Company also confirmed that these are System Improvements in response to
- 2 Division 3-4:

The customers will receive the benefit of the equipment, specifically its contingency capability and reliability impacts. Often when the Company identifies system issues, it must take into account a reasonable execution schedule when proposing the schedule for the recommended project. The identification of the issues plus the reasonable schedule establishes the need date. There are many cases where project acceleration can still provide benefits ahead of the need date.

- 3 The Company confirms that the work performed by its renewable energy customers was
- 4 the least-cost option for resolving the existing needs and providing benefit to customers,
- 5 as detailed in the Company's Central R.I. West Area Study Report,

The least cost option would be identical to the current plan. The underground portions of the current plan are a result of routing along roads already double circuited and expected town requirements for underground facilities. The town expectations are a result of similar proposals in the area where underground was required.

- 6 Division 4-12; *see also* Petition for Acceleration Due to DG Project – Weaver Hill
- 7 Projects, Exhibit EJRS-7.

8 **Q. Does the Petition address all of the System Improvements Green constructed for**
9 **the Weaver Hill Projects and the benefit of the Company's distribution customers?**

- 10 A. No it does not. The Company's petition is only for cost sharing a total of
- 11 \$5,951,270 of the third party audited \$12,023,525 project cost. The Company represents
- 12 the common path duct bank as extending from manhole 44 at Hopkins Hill Road to
- 13 manhole 21a at the intersection of Weaver Hill Road and Nooseneck Hill Road, 15006

1 feet of duct line and wiring, representing 52% of the total duct bank length of 28568
2 feet. The Company also required Green to overbuild 4-way duct bank instead of 2-way
3 duct bank from Manhole 21a at the intersection of Weaver Hill Road and Nooseneck Hill
4 Road to manhole 1 at the Nooseneck Projects, 13326 additional feet of system
5 improvements at a cost of \$6,000,283. The additional two pipes in that duct bank were
6 not needed for Greens interconnection infrastructure but are for the Company's future
7 use. The Company does not propose to reimburse Green for that overbuild in this
8 petition.

9 Adding more ducts to an electric duct bank significantly increases the cost and
10 duration of construction due to the increased size of the new duct bank and potentially
11 having to go under existing infrastructure (deeper in the ground) instead of potentially
12 being able to go on top of that infrastructure due to spacing requirements. The impacts of
13 going deeper can include additional safety measures, encountering ledge, entering the
14 water table and dewatering, protecting and possibly needing to repair the existing utilities
15 which will be above, among others risks and hazards.

16 That overbuild is not being reimbursed per this petition. Green asks the
17 Commission to authorize reimbursement of fifty percent (50%) of the cost for the
18 additional duct bank improvements (\$3,000,141.50) as reimbursement to Green for the
19 cost of System Improvements. That request does not reflect the full added cost of
20 additional depth required for the added ducts, but Green's proposal is to disregard those
21 added costs of depth.

1 **Q. Were the planned System Improvements at issue in this docket ever reviewed**
2 **and approved by the Commission?**

3 A. Yes, the issues were brought to the attention of the commission in the FY2022 ISR
4 proposal related to the still in development Central Rhode Island West Area Study. Upon
5 completion of the study later that year as the Company states,

The installation of a new modular substation at Weaver Hill Road is in the
FY2023 Proposal, Docket No. 5209, filed on December 20, 2021. The Central RI
West Area Study evaluated the issues and proposed solutions.

6 Company Testimony, Page 21, line 18. That ISR filing was fully adjudicated before the
7 Commission and approved in Order 24607. In response to Division 4-15, the Company
8 states:

The Company refers to the need for the extension of the 34.5kV system and
installation of a new modular substation at Weaver Hill Road in its FY 2023
Proposal, Docket No. 5209 on Bates Page 36. The capital spending for the
Weaver Hill Road Substation project is shown on Bates page 81, Attachment 3 –
Five-Year Budget with Details. The project is labeled “Weaver Hill Rd.” and is
included in the System Capacity & Performance spending rationale section.

9 In Division 4-16, the Company explains:

The initial plan from the Area Study was for the work to begin in FY 2024 and be
completed in FY 2028. Since the project was not included in the FY 2023 ISR
Plan budget, there is no reference to line items. The completion date is per the
area study and is FY 2028. Please see the response to DIV 4-9 for a reconciliation
of the proposed spending with the project components provided in response to
PUC 1-1. The Company refers to the need for substation, distribution line work,
and extension of the 3309 and 3310 lines at Weaver Hill Road in FY 2024 ISR
Proposal, Docket No. 22-53-EL on Bates Page 105. The cashflows are shown in
Attachment 3 – Five-Year Budget with Details, Bates page 117 in the System
Capacity and Performance section.

1 The Company also explains that necessary capital investments are identified in an ISR
2 even when not included in the five-year budget, in response to Division 4-17:

If a capital project is mentioned in the Company’s ISR Plan filing but not included in the proposed plan budget, the Company does consider the project “identified in the Company’s work plan as a necessary capital investment.” The Company includes information in its ISR Plan, such as area study summaries and a five-year plan, to provide visibility to investments that have been identified and needed in future years.

3 **Q. Was the Division a party to the ISR proceedings?**

4 A. Yes.

5 **Q. Has the Company assessed the cost of System Improvements to Green?**

6 A. Yes. Per the Company Testimony,

This can be broken down into several components: the civil component that was constructed by Green Development plus the electrical component built by the Company; the civil & electrical portion built by Reivity and the electrical portion built by the Company; the civil portion to be built by EDP and the electrical portion to be built by the Company. The cost share portion of what Green Development constructed is \$5,951,270 ... The third-party audit confirmed a total of cost \$12,023,525 to build the duct bank, of which \$5,951,270 are subject to 100% cost share with the Company based on acceleration.

7 Company Testimony, pp. 22-23.

8 **Q. What are “System Modifications?”**

9 A. The Tariff defines “System Modifications” as “Modifications or additions to
10 Company facilities that are integrated with the Company EDS [Electric Distribution
11 System] for the benefit of the Interconnecting Customer.”

1 **Q. Are any of the Weaver Hill upgrades addressed in this docket “System**
2 **Modifications?”**

3 A. Although Green constructed and paid for System Modifications for its Nooseneck
4 Project, none of the work at issue in this Docket was System Modifications.

5 **Q. Does the Tariff speak to projects including both System Improvements and**
6 **System Modifications?**

7 A. Yes. Section 5.4 of the Tariff addresses a scenario where system upgrades are
8 combined with system improvements. It states that:

The Company may combine the installation of System Modifications with System Improvements to the Company’s EDS to serve the Interconnecting Customer or other customers, but shall not include the costs of such System Improvements in the amounts billed to the Interconnecting Customer for the System Modifications required pursuant to this Interconnection Tariff.

9 **Q. How does the Company’s testimony explain the use of acceleration policy to**
10 **address an interconnecting renewable energy customers responsibility to fund**
11 **accelerated System Improvements subject to reimbursement?**

12 A. The petition testimony says:

The Interconnection Tariff does not precisely address this process. As noted above, Sections 5.4(b) and (c) of the Interconnection Tariff describe a process for accelerated “System Modifications” but does not use the term “System Improvements.” As described herein, in this instance, the System Improvements that have been accelerated by the Interconnection Customer’s Tiverton Projects are System Modifications that benefit the Interconnection Customer and distribution customers. As such, among other findings, the Company seeks PUC approval to apply the provisions of Section 5.4(b) and Section (c) of the Interconnection Tariff that address “System Modifications” to the “System Improvements” described herein.

1 Company Testimony p. 12 at line 6.

2 **Q. Why is it that the Tariff does not expressly address assessment of costs of**
3 **accelerated “System Improvements” to interconnecting renewable energy**
4 **customers?**

5 A. Because the law and the Tariff are very clear that interconnecting renewable energy
6 customers are not to be assessed the cost of System Improvements in the first place. The
7 Company’s planned improvements are not costs to be borne by any interconnecting
8 renewable energy customers.

9 **Q. Is the reimbursement at issue here properly characterized as an acceleration of**
10 **System Modifications subject to section 5.4 of the Tariff?**

11 A. No, it is properly characterized as reimbursement for the cost of System
12 Improvements that were never to be assessed to Green in the first place.

13 **Q. Then what is the statutory provision regarding acceleration of System**
14 **Modifications?**

15 A. Rhode Island’s interconnection statute says that System Modifications that benefit
16 other customers may be accelerated but still ultimately require reimbursement to the
17 interconnecting renewable energy customer. It reads:

If the public utilities commission determines that a specific system modification benefiting other customers has been accelerated due to an interconnection request, it may order the interconnecting customer to fund the modification subject to repayment of the depreciated value of the modification as of the time the modification would have been necessary as determined by the public utilities commission. Any system modifications benefiting other customers shall be included in rates as determined by the public utilities commission.

1 R.I. Gen. Laws § 39-26.3-4.1(b). That law does not make interconnecting renewable
2 energy customers responsible for accelerated “System Improvements,” improvements
3 planned by the Company. Instead, it indicates that there may be situations where the
4 upgrade work needed to interconnect a renewable energy customer may benefit other
5 customers even where the Company has not specifically planned the upgrade work to do
6 so. In that case, the interconnecting renewable energy customer can be required to fund
7 the upgrades due to their acceleration, subject to reimbursement at their depreciated
8 value.

9 **Q. How does the above impact the issues in this Petition?**

10 A. The System Improvements under review here are “system modifications benefiting
11 other customers.” R.I. Gen. Laws § 39-26.3-4.1(b). They “shall be included in rates as
12 determined by the public utilities commission.” *Id.*) As such, they are not subject to the
13 acceleration or depreciation policies applicable to System Modifications.

V. Scope and Cost of System Improvements and System Modifications

14 **Q. What is Green’s position on the Division’s data requests that question the scope**
15 **and cost of “System Improvements,” upgrades that the Company plans as part of its**
16 **ISR filings?**

17 A. Green agrees with the Company’s response to Division 4-17. Once “System
18 Improvements” are identified as a planned system need to serve the Company’s
19 customers, the cost and timing of those upgrades is not relevant to assessment (or, in this
20 case, reimbursement) to interconnecting renewable energy customers. The scope of the

1 planned improvements is express and expressly includes the upgrade work at issue in this
2 docket.

3 In fact, the petition is only for cost sharing from Hopkins Hill road to Weaver Hill
4 Road, 15006 feet of duct line and wiring. The Company also required Green to
5 Overbuild 4-way duct bank instead of 2-way duct bank from Weaver Hill Road to the
6 Nooseneck Project.

7 **Q. How does the Company's planned budget proposed for System Improvements**
8 **relate to the issues presented in this docket?**

9 A. It is not relevant. As long as the Company's plan to make an upgrade has been
10 presented to the Commission and approved as part of the ISR, the cost of that upgrade
11 must be assessed to ratepayers and the budget for that upgrade is between the Company
12 and the ratepayers, as regulated by the Division and the Commission.

VI. Timing of upgrade work and assessment/reimbursement of work

13 **Q. Has Green done the upgrade work at issue in this docket?**

14 A. Yes, all the work at issue has been completed and is available for use as needed by
15 Green's project and RIE's other customers.

16 **Q. Why did Green self-perform and fund the work properly characterized as**
17 **System Improvements?**

1 A. Because the Company had been clear that it would require the full scope of work to
2 be done. Green had to deliver its development project on a schedule that required timely
3 completion of the work.

4 **Q. Was the Company authorized to allow Green’s self-performance of this upgrade**
5 **work?**

6 A. Yes. The Commission recently addressed the authorization for and policy reasons to
7 support self-performed work in Docket 5235. There the PUC observed that Green’s
8 construction of modifications necessary for three renewable energy projects was more
9 efficient than constructing modifications for all three separately, as "it would be unlikely
10 that the towns would allow the road to be reopened multiple times within a short
11 timeframe to accommodate each of the projects separately" (PUC Decision and Order
12 No. 24820 at p. 17). The Commission held that refusing Green's right to reimbursement
13 for such modifications would "be contrary to the law and Tariff, thwart Rhode Island
14 state policy supporting renewable energy development, and violate the principles of cost
15 causation." (Id.) It held that the plain language of the law and Tariff requires cost sharing
16 by a subsequent interconnecting customer for costs of necessary system modifications
17 incurred by an earlier interconnecting customer. While this case involves different
18 statutory provisions (not the law regarding sharing between interconnecting renewable
19 energy customers) the principles supporting the right to self-perform construction are the
20 same

21 **Q. By self-performing this upgrade work before PUC consideration and approval,**
22 **did Green concede the responsibility to fund the cost of System Improvements?**

1 A. No. Green cannot concede the responsibility to fund System Improvements when the
2 law and Tariff clearly state that Green is not to be held accountable for System
3 Improvements. Green never made such a concession. But, to be clear, Green supports
4 this Petition to the extent the Company is proposing to reimburse Green for the cost of
5 constructing planned System Improvements Green provided at its own cost, out of its
6 own pocket.

7 **Q. The Division has issued the Company data requests regarding whether these**
8 **System Improvements were needed within five years of the system impact study.**
9 **What is Green’s position on that?**

10 A. The law does not support assessment of System Improvements to Green to begin
11 with, whether or not the System Improvements are needed within 5 years of Green’s
12 Impact Study.

13 Even if this petition were about System Modifications, the statutory provision,
14 reproduced on page 23 above, does not allow any limitation on the recovery of
15 accelerated System Modifications. The five-year limitation in section 5.3 of the Tariff is
16 inconsistent with the Statute, and therefore, cannot be enforced.

17 Alternatively, even if the system upgrades addressed in this Docket were
18 classifiable as System Modifications, those modifications were clearly needed within five
19 years of Green’s Impact Study.

20 For these reasons, the five-year limitation on recovery of accelerated 2022 System
21 Modifications is a non-issue.

1 **Q. Does the cost of any System Improvement self-performed by an interconnecting**
2 **renewable energy customer have to come in below RIE’s estimated budget?**

3 A. No, as with Company implemented interconnection upgrades there is an allowance
4 for reasonable cost overruns. Thus, as the Company states in response to PUC 1-6,
5 “Criteria to perform self-build includes having an estimate that is either at or below the
6 Company’s estimated cost to perform the work. The customer costs are audited through a
7 third party to ensure they are accurate and prudent. Whether the customer is self-building
8 or the Company is performing the work, there can be justified reasons for project costs to
9 come in above estimate. At this time, there is no cost cap between estimated and final
10 cost beyond the outcome of the audit and ensuring that only reasonable costs are
11 attributable to cost sharing.” and in response to PUC 1-8, “The developer’s recoverable
12 costs do not necessarily have to be at or below the Company’s estimated costs. Whether
13 the customer is self-building or the Company is performing the work, there can be
14 justified reasons for project costs to come in above estimate. The recoverable costs are
15 verified through a third-party audit process.”

16 **Q: In its request 1-8 the Division asks “If the DG is net metered, how are any of the**
17 **costs of providing distribution/transmission services necessary to deliver the power**
18 **produced by the DG to other consumers allocated to the DG?” – what does net**
19 **metering have to do with the allocation of interconnection upgrade costs?**

20 A: Net Metering is not related to interconnection cost allocations. The interconnection
21 law and Tariff speak directly to the proper assessment and allocation of interconnection

1 upgrade costs without any reference to program enrollment. That is because any
2 renewable energy program incentives approved by the general assembly are completely
3 independent and apart from assessment of interconnection upgrade costs.

4 **Q. Did or does the project benefit from any tax incentives?**

5 A. No. The recently passed Inflation Reduction Act did provide new tax credit benefits
6 for interconnection upgrade work but those credits only apply to projects under five
7 megawatts in size.

8 In fact, Green has already realized the Weaver Hill Project duct bank invoiced
9 amounts as taxable income and, as such, will have current tax liability. Green already
10 suffers an added federal and state tax burden because the Company did not advance fund
11 these System Improvements.

VII. Act on Climate and other Policy Implications

12 **Q. Do you agree with the Company's assessment of Act on Climate implications**
13 **raised in this docket?**

14 A. Yes. We agree with the Company's testimony that

The 2021 Act on Climate, R.I. Gen. Laws §42-6.2-1 et seq., mandates a statewide, economy-wide 45% reduction in greenhouse gas emissions by 2030 relative to 1990 emissions levels, 80% by 2040, and shall be net-zero emissions by 2050. The Company has assessed that approval of this Petition positively influences the Act on Climate mandates by reasonably charging Interconnection Customers only for incurred costs solely due to their project, and incentivizing continued development of distributed generation connections.

15 Company Testimony, pp. 28-29.

1 **Q. Do you have anything to add to that position regarding consistency with the Act**
2 **on Climate?**

3 A. Yes. Green would go further to state that it would be entirely inconsistent with the
4 Act on Climate to assess interconnecting renewable energy customers any costs of RIE's
5 planned System Improvements intended to benefit its other customers. Any such
6 assessment artificially inflates the cost of developing renewable energy projects in a way
7 that inherently makes them less competitive as to alternative supply options that emit
8 substantially more greenhouse gases. Moreover, Green's actions in performing the
9 construction of these System Improvements not only benefit the Company's load
10 customers, they will also benefit other renewable energy projects looking to interconnect
11 to this circuit, which, in turn, substantially benefits Rhode Island's efforts to implement
12 the Act on Climate. This is especially true given the anticipated need for more and more
13 clean electricity given the call to electrify our thermal energy and transportation.

14 **Q. Is Green's position in this docket consistent with other Rhode Island plans and**
15 **policies?**

16 A. Yes, many. The State Energy Plan, Energy 2035, calls for reduction in the soft costs
17 that burden development of the local distributed generation of renewable energy, which
18 serves to reduce cost, enhance security and reduce emissions of our electric supply. *See*
19 [Energy 2035: Rhode Island State Energy Plan](http://www.planning.ri.gov/documents/LU/energy/energy15.pdf),
20 <http://www.planning.ri.gov/documents/LU/energy/energy15.pdf>.
21 The RI Office of Energy Resources Systems Integration Rhode Island (SIRI) study
22 included the following foundational recommendations:

Achieving Rhode Island’s energy goals is anticipated to involve significant changes in the electric sector, which will become more distributed and will converge with the thermal and transportation sectors. The SIRI team notes the following foundations relative to utilities and utility regulation as existing processes and systems are evaluated:

- **Enable Customers:** Customers will be viable sources of energy resources (“prosumers”) through a proper balance of both utility regulation and markets. Rhode Island will embrace cost-effective customer/distributed energy solutions as integral elements of the vision for its energy system.
- **Manage Costs:** Clean energy goals and desired services will cost no more to achieve than necessary.
- **Reveal, Monetize Value:** Processes and systems will motivate value-based resource investments from customers and the utility.
- **Minimize Barriers:** Decision-makers will work to improve the existing regulatory process if it proves to be an obstacle to effective investments by the utility and customers, while still protecting the public interest.

1 *Systems Integration Rhode Island Vision Document*, Regulatory Assistance Project for RI
2 Office of Energy Resources (January 2016). In addition, in docket 4600 the Commission
3 established guiding principles for energy decision-making. Those principles include the
4 foundational goals to “Appropriately compensate distributed energy resources for the
5 value they provide to the electricity system, customers, and society’ and to
6 “Appropriately charge customers for the cost they impose on the grid.” *Public Utilities*
7 *Commission’s Guidance on Goals, Principles and Values for Matters Involving the*
8 *Narragansett Electric Company d/b/a National Grid* (October 27, 2017). It called for
9 rate design that “Ensures that all parties should provide fair compensation for value and
10 services received and should receive fair compensation for value and benefits delivered.”
11 Id. at p. 5. Green’s position in this docket is consistent with all of these policies.

1 **Q. Do you have any concerns about how the Company addresses cost assessment**
2 **issues in the context of the interconnection of renewable energy projects?**

3 A. Yes, I do. Interconnecting renewable energy customers have little insight into the
4 Company’s plan to upgrade its electric system or how that plan relates to the proposed
5 interconnection of projects. Few developers have the capacity to follow the Company’s
6 ISR filings to the level of detail that would enable them to see the relationship between
7 proposed system upgrades and project locations. In fact, even if they did, they would
8 often be unable to decipher the details of the relationship between plan and project.
9 Moreover, there is even less transparency regarding System Modifications to benefit
10 projects that provide improvements that the Company has not planned but will still
11 benefit other customers. This lack of transparency frustrates the goals of Rhode Island
12 energy policy. The PUC’s Order 22174 issued in response to the Company’s ISR filing
13 for 2016, observed that “National Grid has admitted that, partially due to the nature of the
14 distributed generation application process, there is little integration of the distributed
15 generation program into the overall planning process.” *In re: National Grid Proposed Fy*
16 *2016 Electric Infrastructure, Safety And Reliability Plan Pursuant To R.I. Gen. Laws §*
17 *39-1-27.7.1*, at p. 25 (Oct. 21, 2015). The Commission then ruled that,

long range plans should consider how designing for growth in load and distributed generation can be mutually beneficial; for example, investigating how new infrastructure necessary to serve load in one area can be designed to also serve generation at a lower cost than designing for load alone, or at a lower cost than designing to serve load in one area, while designing to serve generation in another.

18 **Q. Why is this lack of transparency of practical concern for Rhode Island?**

1 A. The impact is evident in this docket where the Company characterizes Green’s
2 construction of planned System Improvements as accelerated System Modifications.
3 Green submits that it should not have to be a party to any proceeding in order to be
4 reimbursed for building System Improvements as authorized by the Company.

5 Moreover, the Company states that this is the first petition it has put before the
6 PUC to approve a proposed acceleration of a system upgrade planned for an
7 interconnecting renewable energy customer that benefits other customers. It is extremely
8 hard to believe that this is the first-time system upgrades funded in association with the
9 interconnection of renewable energy projects have benefited the Company’s other
10 customers. Renewable energy customers are not allowed transparency into whether they
11 may be assessed the cost of upgrades needed to service other customers. The lack of
12 transparency in system planning means that renewable energy customers do not have the
13 information or capacity to contend that their project upgrades benefit other customers.
14 Without that transparency, the history certainly suggests that the Company is not
15 proactively acknowledging such benefit and reimbursing renewable energy customers as
16 required by law and as needed to achieve of Rhode Island’s energy and climate goals.

Q. Does this conclude your testimony?

17 Yes.

EXHIBIT A

(Letter of January 21, 2022)

VIA EMAIL TO eric.hanlon@nationalgrid.com

Eric Hanlon
New England Customer Energy Integration
National Grid
280 Melrose Street
Providence RI 02907

January 21, 2022

***Re: Green Development, LLC Interconnection Dispute Resolution – GD West
Greenwich Nooseneck I & II, National Grid NCAP Case Nos. 206311 & 206313***

Dear Eric:

I write yet again to address and dispute the cost-sharing arrangement that the Company is requiring for the West Greenwich Nooseneck duct bank work that Green Development, LLC, the designated contractor for GD West Greenwich Nooseneck I, LLC (the project owner), has been working on for some time. We have discussed cost sharing for this work with the Company on many occasions.

As you know, R.I. Gen. Laws §39-26.3-4.1(a) provides that “The electric distribution company may only charge an interconnecting, renewable energy customer for any system modifications to its electric power system specifically necessary for and directly related to the interconnection.” R.I. Gen. Laws §39-26.3-4.1(b) requires that “[a]ny system modifications benefiting other customers shall be included in rates as determined by the public utilities commission.” The interconnection tariff incorporates that statutory language and adds:

5.4 Separation of Costs

a. The Company may combine the installation of System Modifications with System Improvements to the Company’s EDS to serve the Interconnecting Customer or other customers, but shall not include the costs of such System Improvements in the amounts billed to the Interconnecting Customer for the System Modifications required pursuant to this Interconnection Tariff. Interconnecting Customers shall be directly responsible to any Affected System operator for the costs of any System Modifications necessary to the Affected Systems.

The statute’s provision on cost sharing, RI Gen. Laws Section 39-26.3-4.1(c), provides:

(c) If an interconnecting, renewable energy customer is required to pay for system modifications and a subsequent renewable energy or commercial customer relies on those modifications to connect to the distribution system within ten (10) years of the earlier interconnecting, renewable energy customer’s payment, the subsequent customer will make a prorated contribution toward the cost of the system modifications that will be credited to the earlier interconnecting, renewable energy customer as determined by the public utilities commission.

National Grid has required GD West Greenwich Nooseneck I, LLC to pay for this system modification work, including the West Greenwich Nooseneck duct bank work.

On February 13, 2020, the Company gave Green a draft system impact study for the interconnection of these projects with a total estimated cost of \$19.6 million. That study included installation of a 28,000 foot long underground 2-way duct bank from Hopkins Hill Road in West Greenwich to the point of interconnection on Nooseneck Hill Road. The Company estimated the cost for the civil portion of the duct bank at \$14.7 million. Separately, the Company estimated the cost for the distribution electrical line work to be \$4.3 million, noting that the distribution electrical line work estimate only included the cost

for a 500 kcmil size cable, as was needed for the project. However, the Company agreed to cost share its installation of a 1000 kcmil cable in order to accommodate additional customers, including a renewable energy project anticipated for development by Reivity. Green chose to self-perform design and construction of the civil duct bank work. The Company then produced a design package requiring Green to install 6-way and 4-way conduit duct bank in various locations for the project. The additional ducts were intended for the Company's other customers. Green repeatedly asked the Company how costs for the installation of those additional ducts would be shared.

On or about October 13, 2021, Green wrote you to express our concern about the Company's administration of cost sharing for the interconnection of these projects. That letter laid out the law regarding cost sharing and the history of Green's request that the Company commit to a fair sharing of cost per the statutory requirement. The letter explained that cost sharing was one of the major topics of discussion at the Nooseneck project meeting with the Company held on June 3, 2020, and attended by you, Pat Matulaitis, Mike Porcaro, Caitlin Broderick, and Frank Carro from the Company, and by Mark DePasquale, Matt Ursillo, Kevin Morin, and Kady Adams from Green. With respect to the additional pipes requested by National Grid to enlarge the duct bank from 2-way to 4-way, Green requested reimbursement from the Company and you specifically informed us that reimbursement for the expansion to a 4-way duct bank was not necessary because the Company would be requiring cost sharing from future users. In fact, Pat's meeting notes distributed to Green and to you on June 9, 2020 explicitly provide in Item #2 that "**National Grid will not be reimbursing Green for the additional pipes as we will be allowing for future cost sharing.**" The letter made it clear that fair cost sharing of the West Greenwich duct bank work was a critical condition precedent to Green agreeing to sign the two ISA's for this project only a month after that meeting and Pat's written confirmation regarding cost sharing. Green materially relied on National Grid's written confirmation of cost sharing in both agreeing to sign the two ISA's and in commencing work on the duct bank project. Green repeatedly requested that the Company confirm in writing the exact mechanism that it will be using for cost sharing on the West Greenwich duct bank project. On June 22, 2021, in response to Green's request for detail on the cost sharing arrangement, you emailed that the Company had "met internally today and expect to have a response over the next several days."

On October 20, 2021, the Company finally committed that cost sharing would apply and that the pro-rata share of cost allocated to Green Development would be 28.3 percent. The Company required Green to provide a detailed cost estimate for review and approval. Green produced a line-item estimate of costs and has updated that with line-item accounting of any actual costs. That estimate is far more detailed than any estimate the Company has ever produced and the Company has never contested any of that estimate or Green's account of its actual costs. In December 2021, the Company requested prepayment for procurement of the long lead items for the projects. Green paid the Company approximately \$2 million to acquire wire for the projects.

However, on January 14, 2022, you then sent Green a notice that the duct bank cost estimate would need to be reviewed and agreed upon by Reivity and the RI Public Utilities Commission before cost sharing could be committed. You also notified Green that the wire order would not be placed until an agreement on the duct bank costs was reached and approved by the RI PUC. This puts Green at a major disadvantage because Green has already funded the wire cost and because unlike Green, Reivity has no time constraints on the construction of its project. You threatened Green that if a cost sharing agreement is not reached by February 8, 2022, then no cost sharing will apply for this manhole and duct bank system.

Neither the governing Rhode Island law nor the interconnection tariff require inter-company agreements or customer or RI PUC approval for cost budgeting or cost sharing. The Company is simply required to establish sharing of upgrade costs serving more than one customer and it must, as always,

ensure that any cost sharing is justified and equitable based on the demands and costs caused by each project. Nor do the laws or tariff allow the Company to delay procurement of long lead time items pending any such agreements or approval. In this case, the law simply requires the Company to procure and the projects to equitably share the cost of the 500 kcmil wire and any other costs or work required to interconnect these projects. Here there is no basis to require cost justification where the Company has not ever questioned Green's cost estimating or accounting or to require any cost sharing agreement or approvals since the Company has already committed to a cost sharing allocation and Green has relied on that commitment.

As you know, R.I. Gen. Laws §39-26.3-4.1(a) provides that "The electric distribution company may only charge an interconnecting, renewable energy customer for any system modifications to its electric power system specifically necessary for and directly related to the interconnection." R.I. Gen. Laws §39-26.3-4.1(b) requires that "[a]ny system modifications benefiting other customers shall be included in rates as determined by the public utilities commission." Any cost premium for the installation of 6-way and 4-way conduit duct bank for the Company's "other customers" must be included in rates.

I write, pursuant to section 9.1.a of Interconnection Tariff # 2244, to appeal to senior management for a prompt commitment to procure the wire needed to interconnect these projects and to recommit to assessing Green only 28.3% of the cost of designing, permitting, constructing and funding these upgrades, including the cost of the wire. If the Company does not address and resolve these concerns within Eight (8) days of this letter, Green will pursue dispute resolution at the PUC per *Section 9* of the Tariff and/or in other jurisdictions as appropriate.

Sincerely,

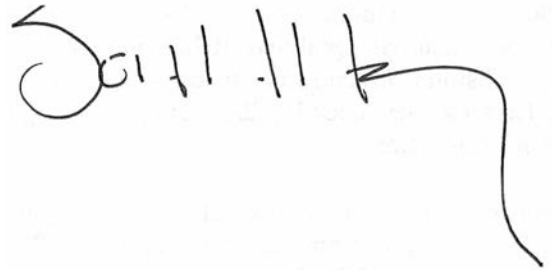
A handwritten signature in black ink, appearing to read "Scott Hill". The signature is written in a cursive style with a large initial "S" and a long, sweeping tail that curves downwards and to the right.

EXHIBIT B

(Referenced emails)

Matt Ursillo

From: Mattiello, Joseph <Joseph.Mattiello@nationalgrid.com>
Sent: Wednesday, October 20, 2021 11:10 AM
To: Mark DePasquale
Cc: Kevin Hirsch; Matt Ursillo; Kevin Morin; Kennedy, John C.; Scarpone, James
Subject: RE: EXT || Nooseneck Duct Bank

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Mark,

The portion of the duct bank system that could be cost shared is from the riser pole on Hopkins Hill Road to the three-way manhole located at the intersection of Nooseneck and Weaver Hill Road. Currently, Green Development is the only participant in building out that duct bank. The rest of the duct bank system will be used solely by Green Development, so cost sharing will not be applicable. As of right now, Green Development will be responsible to pay for 100% of the duct bank system between the riser pole on Hopkins Hill Road and the three-way manhole at the intersection of Nooseneck and Weaver Hill Road. Assuming all ISAs that we anticipate will be executed in the coming weeks are executed and those projects proceed to interconnection, the pro-rated portion Green Development would be responsible for could be ~28.3%. The cost sharing for this project will be handled by National Grid. National Grid is not obligated to share which developers are in the queue or have executed ISAs and will not have any involvement in communications between customers.

As far as the actual construction for this project, it is important to communicate with Nelson Antunes on any specific questions that may arise during this process as Nelson is the National Grid Project Manager assigned to this project. Green Development will be responsible to build the design which has been approved by National Grid.

I would like to stress the fact that National Grid requires Green Development to provide their estimate of the cost immediately for this work to move forward with other customers in the event other customers use a portion of the duct work. The total amount being cost shared must be approved first via the ISR process with the Division and then by the PUC and therefore needs to be robust enough for their regulatory scrutiny. In addition, Green Development should be prepared to provide answers to any data requests the Division or the PUC may have and testify under oath as to the costs. Until the cost share proposal is approved by the PUC, National Grid will not refund any monies to Green Development.

Thank you,
Joe Mattiello

From: Mark DePasquale <md@green-ri.com>
Sent: Monday, October 18, 2021 12:05 PM
To: Mattiello, Joseph <Joseph.Mattiello@nationalgrid.com>
Cc: Kevin Hirsch <kh@green-ri.com>; Matt Ursillo <mu@green-ri.com>; Kevin Morin <km@green-ri.com>; Kennedy, John C. <John.Kennedy@nationalgrid.com>; Scarpone, James <James.Scarpone2@nationalgrid.com>
Subject: RE: EXT || Nooseneck Duct Bank
Importance: High

Joe,

We really need to come up with a plan because we want to start the week of 10/25 on the duct bank so we can finish before the end of the year. Do you have time for a call today?

Thank you.
Mark

Mark DePasquale

Chief Executive Officer
Green Development LLC
O: (401) 295-4998 | D: (401) 250-5050 | M: (401) 580-2060

www.green-ri.com
2000 Chapel View Blvd., Suite 500
Cranston, RI 02920



From: Kennedy, John C. <John.Kennedy@nationalgrid.com>
Sent: Friday, October 15, 2021 2:38 PM
To: Mark DePasquale <md@green-ri.com>; Mattiello, Joseph <Joseph.Mattiello@nationalgrid.com>
Cc: Kevin Hirsch <kh@green-ri.com>; Matt Ursillo <mu@green-ri.com>; Kevin Morin <km@green-ri.com>
Subject: RE: EXT || Nooseneck Duct Bank

Good afternoon Mark,
To ensure timely responses to your requests please address them directly to Joe Mattiello and feel free to copy me. Joe is your main point of contact and closest to all of the details surrounding your projects. Trust that Joe keeps myself and National Grid leadership well apprised of any issues and his responses to you represent National Grid's responses. I have included the email that Mike Porcaro sent to you on September 3, 2021 for your reference.

Joe,
Please follow up with Mark directly in response to his letter.

Best,

John Kennedy
Manager
Customer Energy Integration – RI

Office: 401-784-7221
john.kennedy@nationalgrid.com

nationalgrid
280 Melrose Street
Providence, RI 02907

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Advance Vacation Notice: October 11 & 12. October 21 – November 5.

From: Mark DePasquale [<mailto:md@green-ri.com>]
Sent: Friday, October 15, 2021 1:59 PM
To: Kennedy, John C. <John.Kennedy@nationalgrid.com>
Cc: Kevin Hirsch <kh@green-ri.com>; Matt Ursillo <mu@green-ri.com>; Kevin Morin <km@green-ri.com>
Subject: EXT || Nooseneck Duct Bank
Importance: High

John,

Please see my letter attached regarding the Nooseneck duct bank. By October 25th, all manholes will be installed on the entire job. It is important that we resolve the cost sharing within the next seven days so I can break up the cost properly and start the 4-way duct bank. We are creating T&M slips daily with backup including all materials, manholes and labor associated with the Nooseneck duct bank work. I will send them to you after the last manhole goes in for phase one.

It is very important for me to track the cost for each section of the project separately so cost sharing can be done correctly. I am being asked to stub out up Hopkins Hill Road for future projects. It will be important to understand who the contractor is going up Hopkins Hill Road because I will keep that section separate. It's important to understand who is going up Weaver Hill Rd., I know it's Revity per the letter I received, but I believe it's EDP too. I also need to know who is continuing from Weaver Hill to the Nooseneck site. By sharing this information with me, I will be able to separate each section so it is very clear who we are cost sharing with.

I would love to set up a time for a call after you review my letter attached. Thank you very much for your time.

Thank you.
Mark

Mark DePasquale
Chief Executive Officer
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Matt Ursillo

From: Kennedy, John C. <John.Kennedy@nationalgrid.com>
Sent: Thursday, December 16, 2021 2:19 PM
To: Matt Ursillo; Mark DePasquale
Cc: Mattiello, Joseph; Kevin Hirsch; Kevin Morin
Subject: RE: EXT || Nooseneck Duct Bank

Importance: High

Hi Matt, Mark,

It was good to speak to you both this afternoon. We spoke to the cost estimate to self-perform the work required to design and install the mh/duct system for the GD Nooseneck project that Joe requested on October 20th.

I told you that we need to have the detailed estimate in hand so that we may provide for cost sharing in ISA's for projects that would utilize the mh/duct system.

You said I would have the estimate as early as today; that it was readily available – thank you for that.

I did inform you both that if I do not receive the cost estimate by the end of next week that we will not be able to provide for cost sharing of the mh/duct system. We will need a level of detail provided; material, labor, transportation/equipment costs for example.

Please feel free to contact Joe or I with any questions.

Note that we also discussed end of year projects and that we seem to be in very good shape to interconnect all of the targeted GD projects which is great news.

Best,

John Kennedy
Manager
Customer Energy Integration – RI

Office: 401-784-7221

john.kennedy@nationalgrid.com

nationalgrid

280 Melrose Street
Providence, RI 02907

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Advance Vacation Notice: n/a

From: Mattiello, Joseph
Sent: Wednesday, October 20, 2021 11:10 AM
To: Mark DePasquale <md@green-ri.com>
Cc: Kevin Hirsch <kh@green-ri.com>; Matt Ursillo <mu@green-ri.com>; Kevin Morin <km@green-ri.com>; Kennedy, John C. <John.Kennedy@nationalgrid.com>; Scarpone, James <James.Scarpone2@nationalgrid.com>
Subject: RE: EXT || Nooseneck Duct Bank

Hello Mark,

The portion of the duct bank system that could be cost shared is from the riser pole on Hopkins Hill Road to the three-way manhole located at the intersection of Nooseneck and Weaver Hill Road. Currently, Green Development is the only participant in building out that duct bank. The rest of the duct bank system will be used solely by Green Development, so cost sharing will not be applicable. As of right now, Green Development will be responsible to pay for 100% of the duct bank system between the riser pole on Hopkins Hill Road and the three-way manhole at the intersection of Nooseneck and Weaver Hill Road. Assuming all ISAs that we anticipate will be executed in the coming weeks are executed and those projects proceed to interconnection, the pro-rated portion Green Development would be responsible for could be ~28.3%. The cost sharing for this project will be handled by National Grid. National Grid is not obligated to share which developers are in the queue or have executed ISAs and will not have any involvement in communications between customers.

As far as the actual construction for this project, it is important to communicate with Nelson Antunes on any specific questions that may arise during this process as Nelson is the National Grid Project Manager assigned to this project. Green Development will be responsible to build the design which has been approved by National Grid.

I would like to stress the fact that National Grid requires Green Development to provide their estimate of the cost immediately for this work to move forward with other customers in the event other customers use a portion of the duct work. The total amount being cost shared must be approved first via the ISR process with the Division and then by the PUC and therefore needs to be robust enough for their regulatory scrutiny. In addition, Green Development should be prepared to provide answers to any data requests the Division or the PUC may have and testify under oath as to the costs. Until the cost share proposal is approved by the PUC, National Grid will not refund any monies to Green Development.

Thank you,
Joe Mattiello

From: Mark DePasquale <md@green-ri.com>
Sent: Monday, October 18, 2021 12:05 PM
To: Mattiello, Joseph <Joseph.Mattiello@nationalgrid.com>
Cc: Kevin Hirsch <kh@green-ri.com>; Matt Ursillo <mu@green-ri.com>; Kevin Morin <km@green-ri.com>; Kennedy, John C. <John.Kennedy@nationalgrid.com>; Scarpone, James <James.Scarpone2@nationalgrid.com>
Subject: RE: EXT || Nooseneck Duct Bank
Importance: High

Joe,

We really need to come up with a plan because we want to start the week of 10/25 on the duct bank so we can finish before the end of the year. Do you have time for a call today?

Thank you.
Mark

Mark DePasquale
Chief Executive Officer
Green Development LLC
O: (401) 295-4998 | D: (401) 250-5050 | M: (401) 580-2060

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From: Kennedy, John C. <John.Kennedy@nationalgrid.com>
Sent: Friday, October 15, 2021 2:38 PM
To: Mark DePasquale <md@green-ri.com>; Mattiello, Joseph <Joseph.Mattiello@nationalgrid.com>
Cc: Kevin Hirsch <kh@green-ri.com>; Matt Ursillo <mu@green-ri.com>; Kevin Morin <km@green-ri.com>
Subject: RE: EXT || Nooseneck Duct Bank

Good afternoon Mark,

To ensure timely responses to your requests please address them directly to Joe Mattiello and feel free to copy me. Joe is your main point of contact and closest to all of the details surrounding your projects. Trust that Joe keeps myself and National Grid leadership well apprised of any issues and his responses to you represent National Grid's responses. I have included the email that Mike Porcaro sent to you on September 3, 2021 for your reference.

Joe,
Please follow up with Mark directly in response to his letter.

Best,

John Kennedy
Manager
Customer Energy Integration – RI

Office: 401-784-7221
john.kennedy@nationalgrid.com

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Providence, RI 02907

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Advance Vacation Notice: October 11 & 12. October 21 – November 5.

From: Mark DePasquale [<mailto:md@green-ri.com>]
Sent: Friday, October 15, 2021 1:59 PM
To: Kennedy, John C. <John.Kennedy@nationalgrid.com>
Cc: Kevin Hirsch <kh@green-ri.com>; Matt Ursillo <mu@green-ri.com>; Kevin Morin <km@green-ri.com>
Subject: EXT || Nooseneck Duct Bank
Importance: High

John,

Please see my letter attached regarding the Nooseneck duct bank. By October 25th, all manholes will be installed on the entire job. It is important that we resolve the cost sharing within the next seven days so I can break up the cost properly and start the 4-way duct bank. We are creating T&M slips daily with backup including all materials, manholes and labor associated with the Nooseneck duct bank work. I will send them to you after the last manhole goes in for phase one.

It is very important for me to track the cost for each section of the project separately so cost sharing can be done correctly. I am being asked to stub out up Hopkins Hill Road for future projects. It will be important to understand who the contractor is going up Hopkins Hill Road because I will keep that section separate. It's important to understand who is going up Weaver Hill Rd., I know it's Revity per the letter I received, but I believe it's EDP too. I also need to know who is continuing from Weaver Hill to the Nooseneck site. By sharing this information with me, I will be able to separate each section so it is very clear who we are cost sharing with.

I would love to set up a time for a call after you review my letter attached. Thank you very much for your time.

Thank you.

Mark

Mark DePasquale

Chief Executive Officer

Green Development LLC

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Matt Ursillo

From: Matt Ursillo
Sent: Friday, January 21, 2022 12:07 PM
To: eric.hanlon@nationalgrid.com; Mattiello, Joseph; Kennedy, John C.
Cc: Mark DePasquale; Handy Seth; Ryan Foley
Subject: Re: Green Development, LLC Interconnection Dispute Resolution – GD West Greenwich Nooseneck I & II, National Grid NCAP Case Nos. 206311 & 206313
Attachments: 22.1.21_NGrid Letter re Nooseneck.pdf

Eric, Joe,

Please find attached a dispute notification letter regarding the GD West Greenwich Nooseneck I & II projects, NCAP cases #206311 & #206313

Regarding the cost sharing, we were notified on October 10, 2021 that Green Development would be responsible for ~28.3% of the ductbank civil cost between the rise pole on Hopkins Hill Road and the three-way manhole at the intersection of Nooseneck and Weaver Hill Road. Currently Green has paid National Grid for the value of 500kcmil cable but National Grid is holding procurement until cost sharing for a larger 1000kcmil cable comes from another developer.

Is the 1000kcmil cable also running from the three-way manhole at Weaver Hill Road to the Nooseneck Projects POI? What is the cost share responsibility of the 1000kcmil cable for that section of cable since Green has only funded for 500kcmil? Is the larger cable intended for other customers down the line from the Nooseneck POI and is there cost sharing for that section of the civil ductbank?

Thank you,

Best Regards,

Matt Ursillo
Director of Project Management
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