

September 2, 2020

John Kennedy  
Manager, Customer Integration  
National Grid  
4145 Quaker Lane  
North Kingstown, RI 02852  
[John.Kennedy@nationalgrid.com](mailto:John.Kennedy@nationalgrid.com)

*Sent Via E-mail and Federal Express  
Overnight*

John Isberg  
Vice President, Customer Solutions  
National Grid USA Service Company Inc.  
40 Sylvan Road  
Waltham, MA 02451  
[John.Isberg@nationalgrid.com](mailto:John.Isberg@nationalgrid.com)

**RE: Initiation of the Dispute Resolution Process Section 9.0 of the Interconnection  
Tariff, Exeter Renewables 1 LLC RI-26012283**

Dear Mr. Kennedy and Mr. Isberg,

On behalf of Energy Development Partners (“EDP”) please allow this letter to serve as a formal request for the initiation of Step 9.1 of the Dispute Resolution Process set forth in the Interconnection Tariff (“Tariff”).

The initiation of the Dispute Resolution Process is in response to National Grid’s issuance of a Draft Interconnection Service Agreement (“DISA”) to EDP on August 12, 2020, on the Exeter Renewable Project (the “Project”) referenced above. EDP communicated with National Grid via conference call and via e-mails between August 10, 2020 and August 19, 2020 related to the DISA.

Despite National Grid’s responses to date, EDP is disputing National Grid materially changing the terms of the Conditional Interconnection Service Agreement (“CISA”) for the Project as contemplated by the parties and affirmed by the Rhode Island Public Utilities Commission (“PUC”)<sup>1</sup>, by adding Attachment 3b reclassifying interconnection equipment from “*Cost of System Modifications*” to “*ASO Upgrade Costs*” and implementing Direct Assignment Facility (“DAF”) charges in the DISA without justification of the same.

In light of EDP’s commitment to move forward with the Project, we must have a clearer understanding of National Grid’s justification for the reclassification of interconnection

---

<sup>1</sup> See PUC Docket 4956 entitled National Grid together with EDP, Dispute Resolution pursuant to Section 9.2 of Tariff 2180, where the Commission held the agreed upon resolution between National Grid and EDP is not inconsistent with the standards for connecting distributed generation.  
<http://www.ripuc.ri.gov/eventsactions/docket/4956page.html>

equipment as “*ASO Upgrade Costs*” and the imposition of the DAF charges. As you know, EDP has been working cooperatively with National Grid since 2017 on the planning and interconnection architecture of the Project. This cooperation is demonstrated first by EDP’s acceptance of the interconnection architecture presented by National Grid as the preferred option in December 2017. EDP also agreed to this architecture being studied on related projects, namely, Dry Bridge Solar and referred to in the CISA. The results of the study were set forth in the System Impact Study (“SIS”) dated June 8, 2018 and subsequently reported in the separate SIS Report for the Project on August 16, 2019. EDP on behalf of the related projects and the Project accepted the SIS findings and conclusions within the timelines set forth in the Tariff. EDP’s reliance on the SIS Report lead to its execution of Conditional Interconnection Service Agreements (“CISAs”) with National Grid on November 25, 2019. The CISAs were conditional and based upon the results of the following: (i) the Western RI ASO Study which concluded in May 2020; (ii) the issuance of the related project’s final System Impact Study of July 7, 2020; (iii) the Project’s final System Impact Study dated July 15, 2020; and (iv) the issuance of the DISA(s) on August 12, 2020.

Based on National Grid’s directions and representations, EDP has invested a considerable amount of financial resources in support of its application and related projects including but not limited to paying for multiple system impact distribution studies and transmission studies during this three (3) year period without any mention by National Grid of the requirement of DAF charges or reference to the same in any of the studies. It is undisputed that EDP worked diligently to meet all of National Grid’s requests and requirements including the acceptance of National Grid’s preferred interconnection architecture as well as EDP’s acceptance of the related projects and the Project being subject to a group study with another renewable energy developer’s project. The interconnection architecture was specifically designed by National Grid to accommodate additional projects. Why after three (3) years of combined work efforts are we now being notified, for the first time, of the reclassification of the interconnection from “*Costs of System Modifications*” to “*ASO Upgrade Costs*” and the implementation of DAF charges during a telephone conversation between EDP and National Grid on August 10, 2020?

Consequently, EDP disputes National Grid materially changing the terms of the CISA by: (a) reclassifying interconnection equipment, referred to correctly in the CISA as “*System Modification Costs*” to “*ASO Upgrade Costs*”; (b) applying and implementing DAF charges in the DISA; and (c) classifying the Project’s substation as a Direct Assignment Facility when its design and scale directly contradicts this finding. EDP respectfully requests National Grid to provide the documents and materials requested below as well as answer the following questions in an effort to resolve this dispute:

1. National Grid incorrectly classified the Project as having the responsibility of implementing ASO Upgrade Costs and being subject to DAF charges. Please provide any and all documents, materials, communications National Grid received from New England Power Company (“NEP”) and/or ISO-NE that triggered ASO

Upgrade Costs and the substation classification as a Direct Assignment Facility and justified the implementation of DAF Charges.

2. National Grid materially changed the terms of the CISA executed on November 25, 2019, without justification and without providing any notice or supporting studies. Please provide all materials and documents that National Grid relied on to make such material changes.
3. Provide the specific citation to the provision(s) within Schedule 21NEP or other NEP tariff or rate schedule that National Grid relies on for authorizing NEP to charge EDP for such DAF charges and explain how such DAF charges can be assessed upon EDP and the Project.
4. National Grid failed to comply with R.I. Gen. Laws §39-26.3-4.1 by levying unjust and unreasonable charges on EDP for specific costs not necessary and/or directly related to the Project's interconnection exceeding capital and other annual costs. Specifically, capital equipment costs and other charges are being levied against EDP for a substation designed to service a total capacity of 108MW (AC), while the Project's demand is only 10MW (AC) and the related projects demand is only 40MW (AC). In aggregate, the Project and related projects will only be utilizing 50MW (AC) or 45% of the total capacity of the substation. Please provide an explanation for National Grid's non-compliance with this statute and identify the projects that will utilize the remaining 55% of the total capacity of the substation.
5. Provide all materials and documents that National Grid relied on to classify distribution system modifications, transmission upgrades and the specific costs associated with the same identified in the CISA, Attachment 2a entitled Description of System Modifications and Attachment 2b entitled Description and specific requirements of ASO upgrades (transmission).

EDP strongly desires to maintain a cooperative working relationship with National Grid but will not tolerate unlawful delays of these important projects. To date, EDP and its successors have cooperated with National Grid on the negotiation of the DISA including but not limited to entering into CISAs and making payments and other financial commitments to National Grid totaling in excess of \$20 million as required by the CISAs. EDP is ready, willing and able to move forward with the Project, however, before doing so we are requesting National Grid to provide documentation and written responses. To date, National Grid has failed to provide EDP with the information/documentation, to justify the ASO Upgrade Costs and the implementation of the DAF Charges in the DISA.

Once again, it is extremely troubling that, in response to EDP's continued good faith efforts to work cooperatively with National Grid to address its continued delays of these high-profile distribution-virtual net metering energy projects, National Grid continues its attempt to change the terms of a fully documented and designed project and demand additional moneys. As early as July 2017, at the outset of discussions with National Grid, and the

filing of Interconnection Applications in September 2017 and March 2018, EDP made it clear they have numerous contractual requirements and commitments associated with the Project that are time sensitive. To date, EDP detrimentally relied on the information, documentation, studies and reports provided by National Grid, paid for by EDP, in entering into these financial commitments.

Consequently, EDP has no other choice but to move to enforce their rights under the Tariff and applicable law and requests a response and resolution of this dispute within eight (8) days of the receipt of this letter as provided for under Section 9.1 of the Tariff entitled Good Faith Negotiation. Failure of the Parties to resolve this dispute pursuant to Section 9.1 of the Tariff will result in EDP exercising its legal rights including but not limited to those rights under Section 9.2 of Tariff.

In addition, EDP's refusal to execute the DISA within fifteen (15) business days of deemed notice thereof shall not be construed as a waiver of any of EDP's legal rights and remedies under state and federal law, including but not limited to the Tariff, Rhode Island General Laws, the Rhode Island Public Utilities Commission's rules and regulations, the OATT and/or any agreements with National Grid, including EDP's rights to administrative or judicial relief, all of which are expressly reserved.

We presume that National Grid will not issue any notices or letters of termination of the CISA or any applications related thereto from the National Grid Portal, or otherwise terminate and/or withdraw EDP's CISA pending the conclusion of the dispute resolution process initiated by this letter. Please let me know immediately if that is not the case. If National Grid does engage in any such terminations or withdrawals, we will be forced to take the necessary legal action to preserve and protect EDP's interests and recover all resulting damages.

Sincerely,



Christian F. Capizzo, Esq.  
Jeffrey H. Gladstone, Esq.

Cc: Frank A. Epps, EDP - [frank@edp-energy.com](mailto:frank@edp-energy.com)  
Maarten Reidel, EDP - [maarten@edp-energy.com](mailto:maarten@edp-energy.com)  
John A. Pagliarini, Jr., Esq., EDP - [jpag@edp-energy.com](mailto:jpag@edp-energy.com)  
Robert E. Craven, Esq. Robert Craven & Associates – [bob@robertcraven.com](mailto:bob@robertcraven.com)  
Michael Conti, GSI- [Michael.Conti@gs.com](mailto:Michael.Conti@gs.com)  
Zachary Goldstein, GSI- [Zach.Goldstein@gs.com](mailto:Zach.Goldstein@gs.com)  
John K. Habib, Esq., Keegan Werlin - [jhabib@keeganwerlin.com](mailto:jhabib@keeganwerlin.com)  
Raquel Webster, Esq., National Grid - [Raquel.Webster@nationalgrid.com](mailto:Raquel.Webster@nationalgrid.com)  
Jared DeSousa, National Grid – [jared.desousa@nationalgrid.com](mailto:jared.desousa@nationalgrid.com)

Michael Ryan, National Grid - [Michael.Ryan@nationalgrid.com](mailto:Michael.Ryan@nationalgrid.com)  
Chris Kelly, National Grid – [Chris.Kelly@nationalgrid.com](mailto:Chris.Kelly@nationalgrid.com)  
Commissioner Nicholas Ucci, RI OER - [Nicholas.Ucci@energy.ri.gov](mailto:Nicholas.Ucci@energy.ri.gov)  
Christopher Kearns, RI OER - [Christopher.Kearns@energy.ri.gov](mailto:Christopher.Kearns@energy.ri.gov)  
Cynthia Wilson Frias, Esq., R.I. PUC - [Cynthia.WilsonFrias@puc.ri.gov](mailto:Cynthia.WilsonFrias@puc.ri.gov)  
Al Dahlberg Assistant Vice President, Government and Community Relations  
Brown University- [albert\\_a\\_dahlberg@brown.edu](mailto:albert_a_dahlberg@brown.edu)