

PARTRIDGE SNOW & HAHN LLP

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August 13, 2021

VIA EMAIL AND FED/EX

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

Re: Exeter Renewables 1 LLC

Dear Ms. Massaro:

Enclosed for docketing, please find the original and five copies of Exeter Renewables 1 LLC's Petition for Declaratory Judgment.

Thank you for your assistance in this matter.

Yours very truly,

Robert K. Taylor

RKT/tlc
Enclosures

cc: Jennifer Hutchinson, Esq. (*via email*)
John K. Habib, Esq. (*via email*)
Cynthia G. Wilson-Frias, Esq. (*via email*)
Mr. John Kenney (*via email*)

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**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION**

In Re:

EXETER RENEWABLES 1 LLC

Docket No.

**EXETER RENEWABLES 1 LLC's
PETITION FOR DECLARATORY JUDGMENT**

Petitioner Exeter Renewables 1 LLC (“Exeter”), by and through its undersigned attorney, hereby petitions the Rhode Island Public Utilities Commission (the “PUC”) for a declaratory judgment regarding its rights and obligations under the Narragansett Electric Company Standards for Connecting Distributed Generation, R.I.P.U.C. No. 2180 (the “Tariff”) and the Rhode Island General Laws. As and for its petition, Exeter states and alleges as follows:

Introduction

Exeter is an Interconnecting Customer as defined by the Tariff. Pursuant to a modified interconnection services agreement (“ISA”) approved by the PUC on August 18, 2019 (*see* RIPUC Dkt. No. 4956), the Narragansett Electric Company (“Narragansett”) is constructing a new substation (“Wickford Junction”) and related infrastructure that will be used to serve Exeter’s 10MW AC solar energy net metering project in Exeter, R.I. (the “Exeter Project”). Wickford Junction will also serve four 10MW AC solar projects in North Kingstown (the “Dry Bridge Projects”). Narragansett is also planning another substation inside the same fence line as Wickford Junction that is expected to serve customer load.

At Narragansett’s insistence, the Wickford Junction substation was studied and designed to accommodate an additional 58MW AC of solar projects being planned by another developer, Green Development. The incremental construction and equipment costs caused by

Narragansett's insistence on designing the substation to accommodate a total of 108MW AC are substantial. To date, the Exeter and Dry Bridge Projects (a total of 50MW AC) have paid well over 90% of the cost of building Wickford Junction (designed by Narragansett for 108MW AC), millions of dollars in total.

After many delays, Narragansett has reportedly entered into ISA's with Green Development for interconnection to Wickford Junction. Because Narragansett has already collected over 90% of its Wickford Junction costs from the Exeter and Dry Bridge Projects, Narragansett appears to be collecting **double** the actual cost of construction of Wickford Junction – once from Exeter/Dry Bridge and once from Green Development. Exeter seeks a declaration that the Tariff and General Laws prohibit Narragansett from demanding any further payment by Exeter for its interconnection, given that Narragansett is now collecting Wickford Junction construction costs **a second time** from Green Development. Exeter further requests a declaration that all sums collected by Narragansett from Green Development for Wickford Junction interconnection costs must be promptly disclosed and properly credited to prevent improper overcharging by Narragansett.

Parties

1. Exeter Renewables 1 LLC is a Rhode Island domestic limited liability company with its principal place of business located at 260 West Exchange Street, #102A, Providence, Rhode Island, 02903.

2. The Narragansett Electric Company d/b/a National Grid ("Narragansett") is an electric distribution company as defined in R.I. Gen. Laws § 39-1-2.

Jurisdiction

3. The PUC has jurisdiction over this matter pursuant to its authority "to hold . . . hearings involving the rates, tariffs, tolls and charges, and the sufficiency and reasonableness

of facilities and accommodations of . . . electric distribution. . .,” R.I. Gen. Laws § 39-1-3, and its authority to issue declaratory rulings “that interpret[] or appl[y] a statute administered by the agency, or state whether, or in what manner, a rule, guidance document, or order issued by the agency applies to the Petitioner.” R.I. Gen. Laws § 42-35-8. This Petition seeks a declaratory judgment interpreting Exeter’s rights and Narragansett’s obligations under Rhode Island General Laws and the Tariff. Accordingly, Exeter brings this petition pursuant to Rule 810-00-00-1.11(c) of the PUC’s Rules of Practice and Procedure.

Statement of the Case

4. The Exeter Project is a fully designed and permitted 10MW AC photovoltaic solar generating facility located on Ten Rod Road in Exeter, Rhode Island. The Exeter Project is one of fourteen (14) separate photovoltaic solar facilities with an aggregate capacity of 108 MW that are sharing the cost of constructing a common express double circuit 34.5kV distribution feeder and a new 115kV/34.5kV distribution substation referred to as the Wickford Junction substation.

5. In addition to the Exeter Project, the projects that will interconnect through the new Wickford Junction substation are (a) the Dry Bridge Projects, four 10MW AC solar projects in North Kingstown, and (b) projects totaling 58MW that are being developed by Green Development.

6. Until November 2019, both the Exeter Project and the four Dry Bridge projects were owned and controlled by Energy Development Partners (“EDP”). In November 2019, EDP transferred ownership of the four Dry Bridge projects to an investment fund managed by Goldman Sachs Asset Management, L.P.

7. EDP on behalf of Exeter submitted an interconnection application for the Exeter Project on September 11, 2017.

8. On August 20, 2018, Narragansett requested that EDP agree to a detailed transmission study of the Exeter and Dry Bridge Projects together with the additional 58MW of Green Development projects. Narragansett also requested EDP to agree that other planning for common system modifications serving the Green Development projects be conducted simultaneously with the Exeter/Dry Bridge planning. The Company represented that this approach would expedite the interconnection process.

9. On October 17, 2018, EDP met with Narragansett to discuss EDP's concerns about being linked to the Green Development projects, which at the time did not have local approvals. Narragansett insisted that moving the Exeter/Dry Bridge projects and Green Development's 58MW of projects forward together would expedite the issuance of Exeter's ISA.

10. On March 21, 2019, EDP formally initiated a dispute resolution proceeding with Narragansett under Section 9 of the Tariff. *See* RIPUC Docket No. 4956. The dispute at issue was Narragansett's failure to issue interconnection service agreements for the Exeter and Dry Bridge projects within the timelines mandated by R.I.G.L. § 39-26.3-4.1(d) (effective June 30, 2017).

11. As a result of the Dispute Resolution Process, EDP and Narragansett agreed to the terms of modified ISA's for the Exeter and Dry Bridge Projects. On October 18, 2019, a public hearing was held in PUC Docket No. 4956 at which the Commission approved the modified ISA's.

12. To date, the Exeter and Dry Bridge Projects (a total of 50MW AC) have paid well over 90% of the cost of building Wickford Junction (designed by Narragansett for 108MW AC). Narragansett has already collected approximately \$25,000,000 of the \$27,000,000 in total payments due pursuant to the Exeter and Dry Bridge Projects' ISA's.

13. After many delays, Narragansett has reportedly entered into ISA's with Green Development for interconnection to Wickford Junction. On information and belief, Narragansett has already received a substantial initial payment from Green Development pursuant to Narragansett's ISA's with Green Development.

14. Notwithstanding the millions of dollars of interconnection payments already received by Narragansett from the Exeter and Dry Bridge Projects for Wickford Junction, and notwithstanding Narragansett's ISA's with Green Development, Narragansett has issued an invoice to Exeter demanding payment of an additional \$1,779,040 for the Exeter Project.

Statement of Claims

15. The General Laws and the Tariff require that an Interconnecting Customer shall only pay for that portion of the interconnection costs resulting solely from the System Modifications required for its project. R.I. Gen. Laws §39-26.3-4.1(a) ("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."); Tariff Sec. 5.3 ("the Company may only charge an Interconnecting Customer for System Modifications specifically necessary for and directly related to the interconnection.").

16. These provisions reflect well settled principles of cost causation.

17. At Narragansett's insistence, the Wickford Junction substation was studied and designed to accommodate 58MW AC of solar projects being planned by Green Development. Narragansett has reportedly entered into ISA's with Green Development for interconnection to Wickford Junction, which on information and belief have already resulted in Narragansett double collecting costs previously paid by the Exeter and Dry Bridge Projects. The Exeter and Dry Bridge Projects have already paid Narragansett more than 90% of the Wickford

Junction construction costs pursuant to their Commission-approved ISA's, far more than their approximately 47% pro rata share based on a combined 50MW of generation. Any further payment demand by Narragansett from Exeter is contrary to and prohibited by established cost causation principles embodied in R.I. Gen. Laws §39-26.3-4.1(a) and Tariff Sec. 5.3.

18. Pursuant to Tariff Section 5.3, when an Interconnecting Customer such as Exeter 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," Narragansett is required to collect prorated contributions and to "credit such amount to the earlier Renewable Interconnecting Customer as determined by the Commission." Accordingly, the Commission has broad authority under the Tariff to determine the proper crediting mechanism where, as here, Narragansett is double collecting construction costs for Wickford Junction from Green Development. Exeter therefore requests a declaration that Tariff Section 5.3 requires Narragansett to promptly disclose and appropriately credit to the first-paying customer (here, Exeter) all payments collected from the subsequent customer.

WHEREFORE, Exeter Renewables 1 LLC respectfully requests for the reasons stated herein that the Commission issue a Declaratory Judgment, that:

- A. The Tariff and General Laws prohibit Narragansett from demanding any further payment by Exeter for interconnection costs that are also the subject of an ISA between Narragansett and Green Development; and that
- B. Narragansett's outstanding invoice to Exeter for payment of \$1,779,040 for the Exeter Project is illegal and void; and that

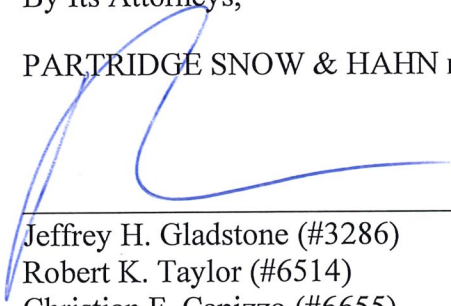
- C. The Tariff and General Laws require Narragansett to promptly disclose and properly credit all interconnection costs and payments relating to Wickford Junction to prevent improper overcharging by Narragansett.

DATED: August 13, 2021

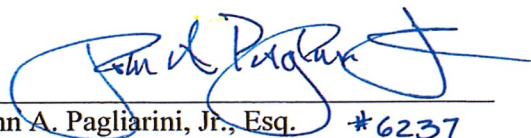
EXETER RENEWABLES 1 LLC

By Its Attorneys,

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