STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

REVITY ENERGY, LLC PETITION FOR DECLARATORY JUDGMENT	Docket No. 5235

MOTION TO INTERVENE BY
GREEN DEVELOPMENT, LLC

By its attorneys, Green Development, LLC ("Green") moves to intervene in the above-captioned proceeding pursuant to Rule 1.14 of the Rhode Island Public Utilities Commission ("PUC") Rules of Practice and Procedure ("Rules"), 810-RICR-00-00-1. In support of this motion, Green states:

1. Green is a developer of renewable energy projects across Rhode Island.

2. Rule 1.14(B) states any person claiming an interest of such nature that intervention is necessary or appropriate may intervene in any proceeding before the PUC.

3. It is necessary and appropriate that Green intervene in this proceeding as Green has an interest that will be directly affected, which is not adequately represented by existing parties, and will be bound by the Commission's action in the proceeding. Rule 1.14(B)(2).

4. 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.

5. 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.

6. In reliance on these laws, Green has entered into agreements with Narragansett Electric to self-construct upgrades to the electric distribution system (system improvements) that will benefit other subsequent distribution system customers and will, therefore, be directly and significantly impacted by the decision issued in this docket.

7. Specifically, as just one example, Green chose to self-perform design and construction of the civil duct bank work for the interconnection of its GD West Greenwich Noseneck I & II, National Grid NCAP Case Nos. 206316 & 206317.

8. On February 13, 2020, the Company gave Green a draft system impact study for the interconnection of these projects which included installation of a 28,000 foot long underground 2-way duct bank, with 500 kcmil cable, from Hopkins Hill Road in West Greenwich to GD West Greenwich Nooseneck I & IIpoint of interconnection on Nooseneck Hill Road.

9. 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 Revity. 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 and for other distribution customers.

10. Cost sharing was discussed at a Nooseneck project meeting with the Company held on June 3, 2020. 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 the Company informed Green that (per meeting notes distributed on June 9, 2020) "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 allowed, and this fact was a critical condition precedent to Green agreeing to sign these two Interconnection Service Agreements executed only a month after that meeting and the subsequent written confirmation regarding cost sharing.

11. Green materially relied on written confirmation of cost sharing in both agreeing to sign the two ISA's and in commencing work on the duct bank project.

12. After repeated requests for a cost-sharing mechanism, on October 20, 2021, the Company 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 in accordance with Company requests.

13. Neither the governing Rhode Island law nor the interconnection tariff require inter-company agreements or customer or RI PUC approval for such 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. The laws and tariff do not allow delayed procurement of long lead time items pending any agreements or approval. On this one project, as one example, Green has paid millions of dollars to the Company for the purchase of long lead materials that will benefit future projects developed by other customers.

14. R.I. Gen. Laws §39-26.3-4.1(a) simply and plainly 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 any network upgrades that benefit the Company's "other customers" must be included in rates, excepting only that upgrades benefitting other interconnecting renewable energy customers must be equitably cost shared per RI Gen. Laws Section 39-26.3-4.1(c).

15. In this proceeding, Green will advocate for positions that are consistent with the purpose of 39-26.4-1 and its implementing tariff, and are not currently argued. Green will comment on how the Tariff is unambiguous and the purpose of the Act can be achieved as currently stated.

16. Green has currently unrepresented interests in this proceeding that will be represented by this intervenor.

Please direct service of any correspondence or pleadings in connection with this proceeding to:

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Green respectfully asks that the PUC grant its Motion to Intervene.

Respectfully submitted,

GREEN DEVELOPMENT, LLC

By their attorneys,

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CERTIFICATE OF SERVICE

I hereby certify that on March 31, 2022, I sent a true copy of the document by electronic mail to the Commission and the attached service list and mailed the original pleading and 9 photocopies to the Commission.

/s/ Seth H. Handy

Revity Energy LLC - Petition for Declaratory Judgment – Docket No. 5235
Service List Updated 3/7/2022

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