

STATE OF RHODE ISLAND PUBLIC UTILITIES COMMISSION

IN RE: REVITY ENERGY LLC’S REQUEST FOR INTERPRETATION OF SECTION 5.3 OF R.I.P.U.C. NO. 2244 AND R.I. GEN. LAWS § 39-26.3-4.1 REGARDING THE NARRAGANSETT ELECTRIC COMPANY D/B/A NATIONAL GRID’S AUTHORITY (IF ANY) TO ALLOCATE, IMPOSE, AND COLLECT COSTS FOR THIRD-PARTY DEVELOPER SELF-PERFORMED INTERCONNECTION WORK	Docket No. 5235
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REVITY ENERGY’S RESPONSES TO THE DIVISION DATA REQUESTS (2nd SET)

Revity Energy LLC (“Revity”) hereby responds to the Division’s Second Set of Data Requests directed to Revity on April 20, 2022, in the above-referenced Commission Docket 5235. The Responses to these Data Requests have been prepared through the collaboration of Ralph Palumbo, Ryan Palumbo and undersigned counsel.

RESPONSES TO 2nd DATA REQUESTS

- Div 2-1**
- (a) In its responses to Div. 1-1, Revity provided Exhibit 1 which was a letter written to Green by Revity dated October 1, 2021 (“Exhibit 1”). Why wasn’t National Grid copied on this letter so National Grid would understand Revity’s position on self-performance and Revity’s desire for a portion of the duct bank capacity being self-performed by Green Development, LLC?**
 - (b) In Exhibit 1, Revity indicated it was open to privately negotiating an equitable cost sharing solution: (i) Why didn’t Revity desire to work out a cost sharing resolution which would include National Grid who would be the ultimate owner of the duct bank facilities? (ii) Wouldn’t incorporating National Grid in the cost sharing resolution have assisted in the resolution of an executed Interconnection Service Agreement?**

In attempting to resolve the cost-sharing for Green’s duct bank work in West Greenwich, Revity followed the model that had been articulated to Revity by National Grid in 2019 when EnerParc/Hope Road interconnected to Revity’s work on Laten Knight Road/Lippitt Avenue in Cranston. In 2019, Revity was told that, if EnerParc/Hope Road was going to be required to contribute to the costs of that work, it would be for Revity and EnerParc/Hope Road to figure out between them and without involvement of National Grid. Revity independently reached out to EnerParc/Hope Road to negotiate a cost-sharing agreement and EnerParc/Hope Road told Revity that it would not be financially contributing to the work. In its response to Div. 1-11, National Grid stated that, prior to Green’s interconnection work in West Greenwich, there have been four self-performed interconnection projects (two of which involved subsequent interconnecting customers) and National Grid had not participated in cost-sharing for any of those projects. And so, in trying

to resolve cost-sharing on the West Greenwich work, Revity contacted Green, through the October 1 correspondence and even before that correspondence, to attempt to broker a private resolution.

Nevertheless, prior to sending the October 1 correspondence, Revity informed National Grid of its intent to initiate a private cost-sharing resolution with Green. On October 14, after sending the October 1 letter, Revity informed National Grid that Revity had contacted Green to discuss a private cost-sharing arrangement. The following day, on October 15, Green emailed National Grid referencing the October 1 letter. Revity did not copy National Grid on the October 1 correspondence and has not invited National Grid to join in the conversations that Revity has had with Green based on Revity's understanding of (and its own direct experience with) National Grid's past practices on this topic (e.g. EnerParc/Hope Road as discussed above) and, even more significantly, based on the lack of any authority (express or implied) given to National Grid under the Interconnection Tariff which contemplates no role for National Grid in cost-sharing in the case of self-performance.

Div 2-2 In its response to Div. 1-2, Revity states that Revity does not agree, meaning Revity wanted access to Green's duct bank prior to any agreement for cost sharing. Since National Grid in its October 20, 2021 e-mail with Green indicates the duct bank will be used solely by Green, what is the basis for Revity's belief that it has a right to duct bank capacity that Green self-performed and National Grid has presumably considered to be used and useful solely for Green?

National Grid's October 20, 2021 email stated, in relevant part, that "[t]he 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." National Grid's response to Division Request 1-14 correctly states that, of the 28,169 feet of duct bank work required for interconnection, Green, Revity and EDP will share 14,602 feet and another 13,478 feet is being constructed exclusively for Green's benefit. Revity will be responsible for the remaining 89 feet for its own benefit. Revity has already paid National Grid \$806,400 for materials needed in the 14,602 feet of common path. Revity has no need to use the 13,478 feet of interconnection path that Green is building for its own use and it was that 13,478 feet to which National Grid was referring as "the rest of the duct bank system" to "be used solely by Green Development" in the October 20, 2021 email. As further explained in Revity's April 18, 2022 Response to Div. 1-2, Revity has the right to use the duct bank capacity because it has paid for materials being installed in that duct bank and further because it has a legal right to such interconnection as a matter of federal regulations. *See, e.g.,* 18 C.F.R. § 292.303(c)(1).

Div 2-3 Based on Revity's responses to Div. 1-3, 1-4, and 1-5, is it Revity's position that National Grid can and is obligated to take capacity self-performed by one party and give that capacity to another party? Please explain.

National Grid is obligated to allow Revity to use capacity from another developer's self-performed interconnection work. National Grid articulated that position in 2019 on the Laten Knight Road/Lippitt Avenue project. This is consistent with both the letter of 18 C.F.R. § 292.303(c)(1) which requires that "any electric utility shall make such interconnection with any qualifying facility as may be necessary to accomplish purchase and sales under this subpart" and the spirit of R.I. Gen. Laws § 39-26.3-1, *et seq.* In its response to Div. 1-8, National Grid stated that "[o]nce the Company accepts any self-performed work, the facilities involved become the property of the Company and therefore the Company has the right to use it as it sees fit to serve other customers as it would for any other Company owned facility." Presumably, complying with federal regulation and acting consistently with past practice would be a use for which National Grid would see fit to employ the facility once it is donated. Furthermore, the common duct bank path will incorporate materials for which Revity has already paid \$806,400 to National Grid and Revity has a legal and equitable right to use the facilities for which it paid.

Div 2-4 In its response to Div. 1-6, Revity indicates it participated in a conference call with various parties including National Grid. Exhibit 2 referenced and attached to Revity's response consists mostly of redacted minutes from that conference call. Why didn't Revity, during that call or in subsequent communications with Green and National Grid, specify the exact duct bank capacity it desired and wanted to reserve and what percentage of the cost it was willing to share?

As a matter of industry practice, developers do not dictate to National Grid the amount of duct bank capacity desired. Rather, developers inform National Grid of the size of the project, through the interconnection applications, and National Grid studies and determines the design. Revity is not objecting to the interconnection design or the portion/percentage of the interconnection work for which Revity is being asked to cost share. In its response to Div. 1-14, National Grid articulates the respective portions as follows:

The duct bank to be constructed by Green Development will span a total length of 28,169 ft. of this distance:

14,602 ft (51.8%) is required for Green, Revity and EDP

89 ft (0.3%) is required solely for Revity (for the 3309 circuit to cross the Big River Bridge)

13,478 ft (47.9%) is required solely for the benefit of Green

The aggregate nameplate rating for all three projects is 70.7 MW, and is split as follows:

Green Development: 20 MW (28.3% of the total)

Revity: 40.7 MW (57.3% of the total)

EDP: 10 MW (14.1% of the total)

Revity agrees that this breakdown is accurate and Revity takes no issue with National Grid's allocations. However, when Revity received the initial Feasibility Study from National Grid on December 13, 2019, National Grid presented Revity with 10 different options for how this project

could be interconnected based on the 50.75 MW that Revity was requesting at the time. The options proposed by National Grid varied in cost and size. After a thorough analysis of the 10 options, Revity chose the option being contemplated today. Revity chose this option relying on the fact that National Grid would stay consistent with past practice. Revity's issue is that the total cost being passed to Revity for the work is unreasonable and unsubstantiated and National Grid's taking an active role in collecting those costs through Revity's nascent ISAs is in direct conflict with the past practices on which Revity and (presumably) other developers have relied. Since October of last year, Revity has presented to both National Grid and Green certain civil work proposals obtained by Revity establishing that the same work can (or could have) been installed in accordance with the approved duct bank design by an experienced utility duct bank contractor at a fraction of the costs proposed by National Grid and Green. Revity's objection in this matter has nothing to do National Grid's capacity determinations.

Div 2-5 In Exhibit 1, Revity indicated to Green that both Revity and Green are developing solar farms. The letter further states it is Revity's intent and Green's intent to self-perform. Why doesn't Revity believe this statement implies Revity will proceed with its own self-performance separate from Green?

Revity is self-performing a small portion of the civil work needed to interconnect Revity's projects in this area of West Greenwich. As to why Revity would not propose to independently self-perform civil work over the shared 14,602 feet route which Green is currently building out, National Grid, in its response to Div. 1-10, stated that "[i]f the duct bank system was constructed solely to serve Green Development, later expansion of the system to serve EDP and Revity would be significantly more expensive and time-consuming than if constructed at the same time." National Grid continued that "[w]hen excavating near an existing duct bank, mechanical digging is not allowed, and hand-digging or vacuum excavation would be required. The roadway would need to be dug up and repaved for each expansion, with significant construction and traffic impacts." Certainly, implicit in the efficiency of proceeding in this fashion is the idea that the involved parties would collaborate to achieve the most competitive pricing. As a condition for Green to self-perform the duct bank path, National Grid's approved duct bank design included the capacity for the Revity and EDP projects (plus future additional capacity). Insofar as Green's projects are located furthest from the point of interconnection with National Grid's distribution system, Green agreed to construct the entire length of the duct bank, including the common portion that would be utilized by the projects proposed by Green, EDP and Revity.

Div 1-6 Exhibit 1 indicates later in paragraph 1 (and also in paragraph 2) that the companies should discuss a cost sharing regime and reach a private resolution. Please explain why National Grid was not included in the cost sharing resolution process?

Revity was told in 2019 and in more recent discussions that National Grid does not involve itself in cost-sharing of interconnection work when a developer has elected to self-perform the work. Prior to sending the October 1 correspondence, Revity informed National Grid of its intent to initiate a private cost-sharing resolution with Green. On October 14, after sending the October

1 letter, Revity informed National Grid that Revity had contacted Green to discuss a private cost-sharing arrangement. The following day, Green emailed National Grid referencing the October 1 letter. Revity did not copy National Grid on the October 1 correspondence and has not invited National Grid to join in the conversations that Revity has had with Green because Revity does not believe that the Interconnection Tariff contemplates a role for National Grid and, National Grid, until this project, did not contemplate a role for itself and instead told Revity that National Grid is not interested in participating in private market negotiations. While it is true that National Grid was not copied on the October 1 letter (for reasons articulated above), it is not true that National Grid has not been “included in the cost sharing resolution process.” The extent of their inclusion in this process has been dictated by National Grid’s past practice and lack of willingness to actively participate in private cost-sharing of self-performed work.

REVITY ENERGY LLC

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CERTIFICATE OF SERVICE

I, Nicholas L. Nybo, hereby certify that, on April 29, 2022, I sent a true copy of the document by electronic mail to the Rhode Island Public Utilities Commission and the persons on the RIPUC service list.

/s/ Nicholas L. Nybo _____