

PUC 2-1

Request:

Referencing page 43 of Mr. Woolf's testimony, "the Division believes the only practical way that an effective multi-year rate plan can emerge from this rate case is through a negotiated settlement." Please confirm that the Division has not proposed a multi-year rate plan in its testimony. If the Division believes it has proposed a multi-year rate plan, please provide a copy of the Division's proposed three-year rate plan and revenue requirement for each of the three years.

Response:

The Division has not proposed a multi-year rate plan in its testimony. Instead, the Division's witness has identified for the Commission, the Company and intervenors the advantages that a multi-year rate plan may offer to Rhode Island as it embarks on a process of grid modernization to enable a range of customer and utility capabilities. With the expectation that the Division will seek to negotiate a multi-year rate plan with the Company and other intervenors in settlement discussions, the testimony presents the general arguments in favor of a multi-year rate plan at this time to lay the foundation for engagement by intervenors and the Commission with a potential multi-year rate plan settlement proposal.

The Division would anticipate that any multi-year rate plan that may emerge from potential settlement discussions would include specific revenue requirement amounts for each year. The revenue requirement for each rate year would be calculated with adjustments to the first-year revenue requirement. Each of those adjustments are being individually evaluated for each year as a part of ongoing settlement discussions. A multi-year rate plan may include a limited number of revenue requirement items to be added at a later date by the Commission, such as Advanced Meter Infrastructure deployment costs.

Sponsor: Tim Woolf and Jonathan Schrag

PUC 2-2

Request:

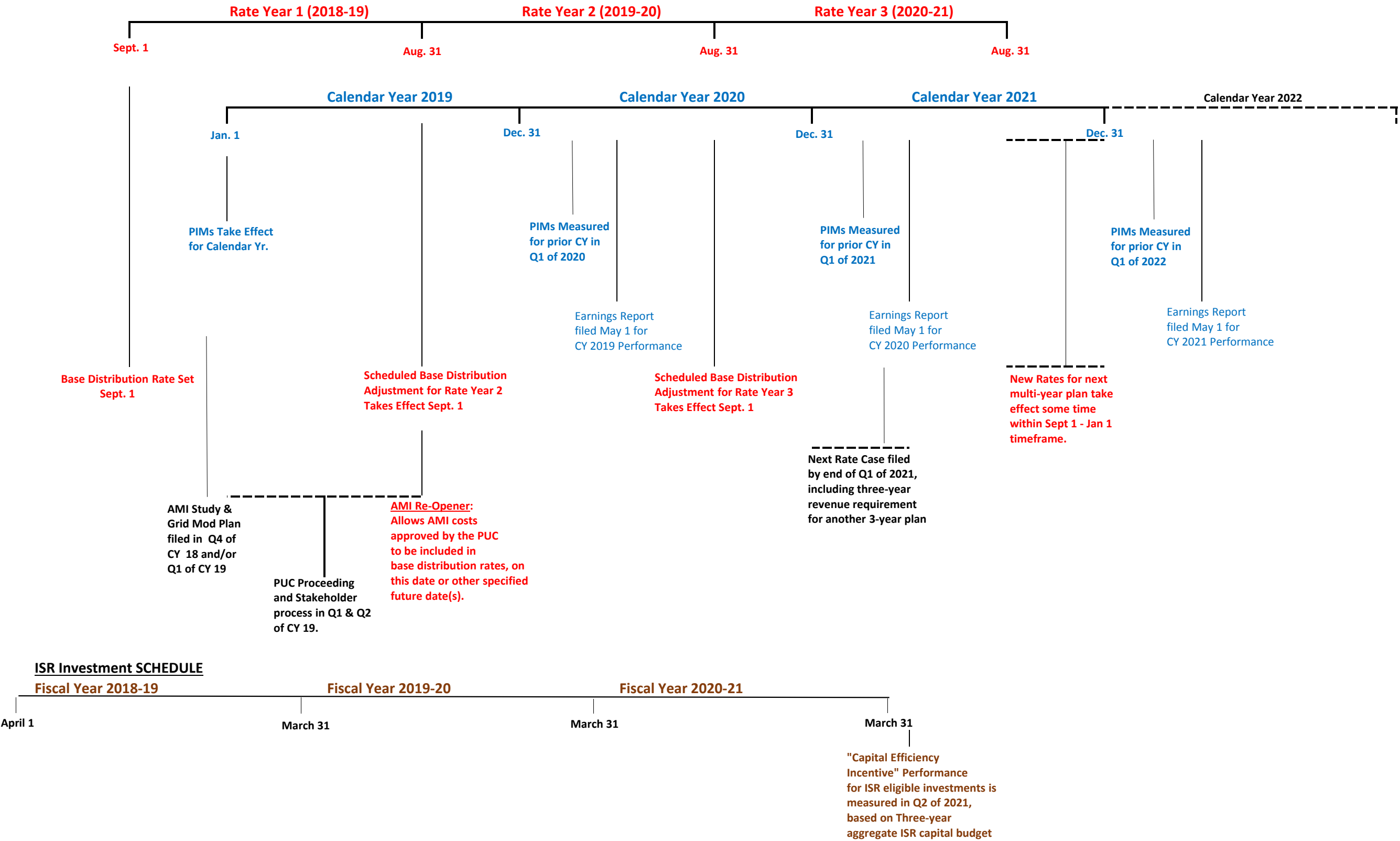
Please provide a flow chart and Gant chart to explain the mechanics of the Division's envisioned three-year rate plan, including how the PIMS would be incorporated into the PUC's decision in Docket No. 4770, the revenue requirements proposed for the second and third year, the programs from Docket No. 4780 that would be funded, when those revenue requirements would be reviewed by the PUC, and any additional filings that would need to be considered during the review of the rate plan or during the three years of the rate plan.

Response:

Please see the attached schedule. It is important to note that this is hypothetical only. The actual terms of any Settlement may differ in certain respects, depending upon the outcome of negotiations, should a Settlement be accomplished.

Sponsor: Tim Woolf and Jonathan Schrag

Hypothetical Schedule Showing Integration of Three-Year Rate Plan, Calendar Year Earnings Reports, PIMs and ISR



PUC 2-3

Request:

In any multi-year rate plan, a utility would need to make compliance filings each year to change the rates, even if the rate is consistent with the negotiated charges. What elements would be reviewed in the Compliance Filings and over what review period? If the proposed period is less than 90 days, explain if the Division recommends public comment in these filings, how the Division would manage public perception that rates are being increased without a thorough review.

Response:

The Compliance filing for any rate adjustments would be specified in the Settlement. However, referring to the hypothetical schedule provided in response to PUC 2-2, the Division assumes that the compliance filings would reflect the pre-approved rate adjustments in tariff schedules that conform to the rate allowance that already would have been approved by the Commission at the conclusion of Docket 4770 when the final order is issued. The Division contemplates that any adjustments approved by the Commission in advance would already have been supported by schedules and evidence presented at the time of review of the Settlement. Thus, no public comment would be necessary because the rate adjustments would already have undergone review and approval in the rate case. Any filing requirements resulting from adjustments that might be allowed following the filing of the AMI Study and Grid Modernization plan would be specified by the Commission at the time of approval. It would be entirely within the discretion of the Commission whether public comment would be scheduled, in the same way the Commission exercises its discretion to either schedule or not schedule public comment for other rate adjustment filings pertaining to rate reconciliations or other filings affecting rates. The Division recommends that any determination regarding the public comment be reserved for the time when all the information is before the Commission.

Sponsor: Tim Woolf and Jonathan Schrag

PUC 2-4

Request:

In Mr. Woolf's testimony at page 37, he states that one of the key features of a multi-year rate plan is that it requires the Company to file one with granular data. On page 39 of his testimony, he states that there needs to be a comprehensive revenue requirement for each year of the rate plan. On pages 41-42, he states that modifications, exceptions and specific reopeners could be included. If the PUC approves a multi-year rate plan, how many annual adjustments to the revenue requirement would be made? At what point does the PUC set final rates for the utility for the three-year period?

Response:

Please see the response to PUC 2-2, including the attached hypothetical schedule. The Commission would approve rates in the order approving a potential settlement in this docket. Those rates would be specific to each of the three years included in the multi-year rate plan. The final order will simply be approving effective dates over the three-year term. Under the hypothetical schedule presented, there is an opportunity for additional costs that the Commission has approved, such as AMI, would be included with one or two "re-openers" that would be subject to Commission review.

Sponsor: Tim Woolf and Jonathan Schrag

PUC 2-5

Request:

Is the Division recommending a three-year rate plan?

- (a) If so, would the metrics and targets approved in this rate case have any bearing on the annual PIMS plans described on p. 51 of Woolf and Whited or would the targets and metrics approved in this order merely be guidance for annual PIMS plans analogous to the effect of the three-year efficiency plans on annual efficiency plans?
- (b) Is there an approved budget or spending plan in the PIMS annual plan?
- (c) How does measurement of success or failure occur over a three-year period?
- (d) How will the Company know what PIM targets they need to achieve and what funding they will have on January 1, 2019 if the plan is not approved until March of 2019?
- (e) The Division has recommended an ROE of 8.5% plus the opportunity to earn additional profit through performance based incentives. Please confirm that the review of whether the Company is entitled to the additional profit occurs after the close of the rate year. If so, is the maximum ROE the Company could earn in the rate year 8.5%?
- (f) How would measurement of success or failure occur over a three-year period? Consider a generic two-year target where year one is 30MW and year 2 is 50MW. Assume the year one result is 28MW. Confirm that to hit the two-year target in full, the second year performance would have to be 52MW or otherwise explain how this would be addressed in the annual PIMS plan.
- (g) How does the Division envision the PIMS plan operating with the Energy Efficiency and System Reliability Procurement Plans? Please explain how the payout of incentives is consistent. Please explain how the measurement of achievement is consistent with Energy Efficiency where achievement of energy efficiency goals is based on actual implementation of measures as reported by the Company.
- (h) Will there be a different set of assumptions used in the cost benefit analysis in Energy Efficiency, System Reliability Procurement, and the PIMS included in base rates? If so, please explain.
- (i) Has the Division consulted with the EERMC to determine how the Division's proposal to include Energy Efficiency incentives in the ROE calculation would be affected if the EERMC were to propose changes to the incentive structure in the Energy Efficiency Plan?

Response:

The Division is not recommending the Commission adopt a three-year rate plan in this case unless a negotiated plan is filed as a Settlement in this docket.

If a three-year plan is filed as a Settlement, the various provisions would be the result of the negotiated terms that cannot be predicted with certainty at this time. However, to assist the

Commission in understanding what a multi-year rate plan might look like, the Division provided a hypothetical chart in response to PUC 2-2. In reviewing the responses below, the Division recommends the chart be viewed at the same time. With reference to the hypothetical chart in PUC 2-2, see the answers below:

- (a) The manner of addressing the targets could occur via approval of the Settlement with the targets specified therein, or the Settlement could specify a subsequent filing to be made by the Company during the rate plan period that would be reviewed and established before the first calendar year to which the PIMs would apply.
- (b) Whether there would be any approved budgets for any specific activities could be included in a Settlement.
- (c) The Division contemplates that measurements of success would be based on calendar year. For that reason, measurements would occur at the end of each calendar year following approval of the Settlement, with the exception of the Capital Efficiency incentive described in the response to PUC 2-6.
- (d) The Settlement would specify targets and funding, if applicable.
- (e) The Division contemplates a review of earnings taking place at the end of each calendar year (not the end of the rate year). While the rate year is not based on a calendar year, the Division believes it would be most efficient to retain the current calendar year earnings filings as a part of the process. In addition, the Division believes it would be appropriate to provide a four-month ramp-up period for the Company, and not begin measuring PIMs success until calendar year 2019. This also would align the energy efficiency incentive with any new PIMs.

Assuming the Commission approved an allowed ROE of 8.5% for the electric business, the Company could earn an ROE up to 9.5% before any sharing occurs. However, the Division's hypothetical assumes that the award of any positive Capital Efficiency incentive (discussed in response to PUC 2-6) would not be counted. In other words, if a reward was earned at the end of the three-year plan, it would be excluded from the calculation of revenue in measuring the earned ROE for the final year of the plan.

- (f) How the targets would be measured would need to be specified within the Settlement or a scheduled filing following approval of the Settlement.
- (g) The Energy Efficiency and System Reliability Plans would continue as specified in the law. The Division is only proposing that any payouts of incentives under the Energy Efficiency Plan be included as revenue in the measure of earnings for purposes of the earnings sharing mechanism.

- (h) The Division recommends that the Company use the Rhode Island Benefit-Cost Framework and the same input assumptions for cost benefit analysis for Energy Efficiency, System Reliability Procurement, and the PIMS included in base rates.
- (i) The Division has been in regular communication with the consultant team that provides support to the EERMC on a wide range of issues related to the rate case. However, the Division is not proposing to alter the processes and scope of the EERMC role that establishes the parameters of the Energy Efficiency incentive and programs. Rather, the Commission (not the EERMC) has jurisdiction over the earnings of the Company and any adjustments in rates that would be required to address over-earnings. Given exclusive Commission authority over earnings, the Division is proposing how incentives would be taken into account if any PIM incentive results in the Company earning more than 100 basis points over the allowed ROE. It is important to note that the Company has not actually earned more than its allowed ROE since its last rate case in Docket 4323, even with the earned Energy Efficiency incentive included. Thus, it would be an unusual event to earn more than 100 basis points higher. The effect of the Energy Efficiency incentive in the context of over-earnings would only become relevant if the Company exceeds its allowed ROE by 100 basis points or more.

Sponsor: Tim Woolf and Jonathan Schrag

PUC 2-6

Request:

How does the System Efficiency PIM create regulatory lag where the ISR is statutorily required to fully reconcile annually?

- (a) Please provide an example with illustrative numbers. In the example, please include annual ISR filings and reconciliations. Please also include when the Company would first be allowed to flow that capital spending through in rates.
- (b) Does the end of plan performance review occur with the third ISR reconciliation filing or at another time?

Response:

The question refers to the "System Efficiency PIM". The Division assumes this was intended to refer to the proposed "Capital Efficiency incentive."

Attached is an example using hypothetical numbers.

It is important to note that the statutory ISR would continue to operate exactly as it operates today. In other words, the revenue requirement for the fiscal year ISR-eligible capital spending would be included in rates annually, as occurs currently.

As the attached illustration shows, the Capital Efficiency incentive creates a one-time reward/penalty for achieving or missing a three-year budget target. It does not alter the ISR in any way. As shown in the example, if the Company misses the three-year aggregate target, there would be a one-time financial penalty equal to the incremental revenue requirement resulting from missing the target, which could be credited to customers through the Storm Fund or such other mechanism as approved by the Commission. A penalty would create a one-year financial consequence that is financially similar to (but not the same as) the Company experiencing regulatory lag on a portion of the recovery of its incremental revenue requirement.

Please also note that the Capital Efficiency incentive would be a stand-alone mechanism, separate and apart from the other PIMs proposed by the Division in this case. This hypothetical (and the hypothetical shown in response to PUC 2-2) contemplates that the financial effect of this incentive would not be accounted for in the earnings sharing mechanism in the hypothetical multi-year rate plan shown.

- (a) See the attached.
- (b) Yes. The performance review for the Capital Efficiency incentive is contemplated to occur around the time of the third ISR reconciliation filing.

Sponsor: Tim Woolf and Jonathan Schrag

Simple Illustration of a Hypothetical Capital Efficiency Incentive Mechanism

Simplifying Assumptions: (1) 20% used as a proxy for hypothetical rev requ.*
 (2) Asymmetrical Mechanism used in the hypothetical.**

Section 1 Establishing a Three-year Non-binding Capital Spending Budget Target for ISR-eligible Projects

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>3-Year Aggregate</u>
1 Capital Budget	100	100	100	300
2 rev req from year 1	20	20	20	60
3 rev req from year 2		20	20	40
4 rev req from year 3			20	20
5 annual cumulative rev req	20	40	60	120

Section 2 Example of the Company BEATING the Three-year Aggregate Budget Target

Hypothetical Actual Experience Occurring Through the ISR Process:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>3-Year Aggregate</u>
6 Actual Capital Spend through ISR	92	105	98	295
7 rev req from year 1	18.4	18.4	18.4	55.2
8 rev req from year 2		21	21	42
9 rev req from year 3			19.6	19.6
10 annual cumulative rev req (allowed in ISR)	18.4	39.4	59	116.8

Calculation of Reward Outside of the ISR Process:

11 Compare Budget to Actual Revenue Requirement (line 5 - line 10)	3.20
12 50% share of savings Reward to the Company (50% of line 11)	1.60

Section 3 Example of the Company MISSING the Three-year Aggregate Budget Target

20% (used as a proxy for hypothetical rev requ)

Hypothetical Actual Experience Occurring Through the ISR Process:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>3-Year Aggregate</u>
13 Actual Capital Spend through ISR	105	101	102	308
14 rev req from year 1	21	21	21	63
15 rev req from year 2		20	20.2	40.4
16 rev req from year 3			20.4	20.4
17 annual cumulative rev req (allowed in ISR)	21.0	41.2	61.6	123.8

Calculation of One-time Penalty Outside of ISR Process:

18 Compare Budget to Actual Revenue Requirement (line 5 - line 17)	(3.80)
19 100% Penalty (a one-time rate credit to ratepayers, outside of ISR)	(3.80)

NOTE: The "penalty" is equal to the incremental revenue requirement caused by being over budget.

Simplifying Assumptions:

* (1) For purposes of simplifying the illustration, the calculation ignores the effects of depreciation and assumes the revenue requirement is always 20% of the capital investment.

** (2) Assumes an asymmetrical mechanism for illustrative purposes. 50% sharing when under budget, 100% of overbudget revenue requirement effect absorbed by the Company's shareholders.

PUC 2-7

Request:

Referring to the capital spending efficiency incentive, in particular the description provided on page 41 of Woolf's testimony:

- (a) Does the capital spending incentive apply to both the gas and electric businesses?
- (b) Does the Division expect the "three-year capital spending plan," described on line 2, would first be negotiated and approved by the Division in the same manner and to the same extent as annual ISR plans?
- (c) Does the Division expect to allow a project cost variance range (e.g. +/- 25%) "three-year capital spending plan" for screening projects proposed for the plan? If so, what level of project planning stage variance will be allowed?
- (d) Would the Commission be conditionally approving the total three-year budget, annual budgets, or both?
- (e) Would the time value of money be factored into the spending plan and/or the actual three-year spending?
- (f) Would the ISR factor in each year be based on the annually filed ISR plan or the three-year capital spending plan?
- (g) In the result that the Company exceeds the aggregate budget, please explain how and when the refund would be returned to customers and in what filing
- (h) Is the Division proposing "special exemptions" guidance?

Response:

- (a) Does the capital spending incentive apply to both the gas and electric businesses?

At this time, the Division is contemplating that the capital efficiency incentive would only apply to the electric business. However, it is possible that one could be employed for the gas business as well.

- (b) Does the Division expect the "three-year capital spending plan," described on line 2, would first be negotiated and approved by the Division in the same manner and to the same extent as annual ISR plans?

The Division expects that the three-year capital spending plan would be a part of the negotiated Settlement. The Division would rely on its consultant for the reasonableness of the budget and support this if a Settlement is filed. Whatever the final agreement on the target, the Division understands that it would need to explain

the basis of the target at the time the Commission considers approval of the Settlement.

- (c) Does the Division expect to allow a project cost variance range (e.g. +/- 25%) "three-year capital spending plan" for screening projects proposed for the plan? If so, what level of project planning stage variance will be allowed?

It is possible. But this is something that would need to be discussed in the context of the Settlement negotiation process.

- (d) Would the Commission be conditionally approving the total three-year budget, annual budgets, or both?

Please see the response to PUC 2-6. The budget would essentially be a target against which a penalty or reward is measure. In all other respects, the ISR capital spending approval process would proceed as usual.

- (e) Would the time value of money be factored into the spending plan and/or the actual three-year spending?

It is possible. But this would need to be discussed in the context of the Settlement negotiation process.

- (f) Would the ISR factor in each year be based on the annually filed ISR plan or the three-year capital spending plan?

The ISR factor in each year would be based on the annually filed ISR plan.

- (g) In the [event] that the Company exceeds the aggregate budget, please explain how and when the refund would be returned to customers and in what filing.

The manner through which a financial penalty would be credited to customers could be specified in the Settlement or left to the discretion of the Commission. The Company contemplates that a credit to the Storm Fund balance would be an

appropriate method, but there are other means to credit customers, including credits applied in the annual rate reconciliation process.

(h) Is the Division proposing “special exemptions” guidance?

The Division contemplates that some provision would be made for mutually acceptable exemptions relating to unanticipated conditions that require investments that were not in the original forecast. This could be addressed in the annual review that occurs during the ISR process. However, the terms under which this would be employed would need to be negotiated.

Sponsor: Tim Woolf and Jonathan Schrag

PUC 2-8

Request:

Referring to the capital spending efficiency incentive described above; page 25 of Woolf and Whited's joint testimony describing annual awarding of performance incentives; and page 46 of Kahal's testimony describing performance incentives and an earning sharing mechanism, please describe how any capital spending efficiency savings will be included in the calculation of annual PIMs and the earnings sharing mechanism.

Response:

At this time, the Division does not contemplate that the Capital Efficiency incentive would be taken into account in the calculation of earnings for the year of the multi-year rate plan when the incentive would be award. The main reason is that this particular incentive relates to spending activity that spans three years, not just the final year, unlike the other PIMs which are annual targets.

Sponsor: Tim Woolf and Jonathan Schrag

PUC 2-9

Request:

In addition to the description requested in #2 above, please provide the following examples of how the capital spending efficiency incentive and earning sharing mechanism work:

- (a) The capital spending efficiency incentive is worth 100 basis points annually, but the PIM incentive is worth 0, 100, and 200 basis points over the three-year plan.
- (b) The capital spending efficiency incentive is worth -100 basis point annually, but the PIM incentive is worth 0, 100, and 200 basis points over the three-year plan.

Response:

Please see the response to PUC 2-8. The Division does not contemplate that the earnings sharing mechanism will be relevant to this incentive.

Sponsor: Tim Woolf and Jonathan Schrag

PUC 2-10

Request:

Has the Company considered a customer service performance incentive mechanism or service quality metric that focuses on accuracy of customer service responses to customers? If so, what would the proposal look like? If not, why not?

Response:

The Division briefly considered customer service and service quality performance incentive mechanisms during the course of Dockets 4770 and 4780. However, we did not investigate these PIMs in much depth or propose any such PIMs in these dockets, because (a) the Company already has similar PIMs, and (b) such PIMs are not directly relevant to the power sector transformation issues in Dockets 4770 and 4780.

Sponsor: Tim Woolf

PUC 2-11

Request:

Gas Business Enablement

- (a) Has the Division considered PIMS relative to the IS and GBE investments in lieu of the recommendation to only fund 85% of the projected costs in rates?
- (b) Could a PIM be developed that would meet the same goals and address the same?

Response:

The Division has not considered an approach different from that which was recommended in the testimony of Ballaban and Effron, which the Division believes is appropriate under the circumstances, given the highly technical and complex issues associated with IT and GBE. The approach the Division has proposed was approved in New York as a part of the National Grid rate case settlement. The Division looked to that precedent as a guide for what would be an effective and workable solution. Given the range of issues in this case as well as, the Division does not have the resources or budget available at this time to develop a new type of PIM related to IT and GBE that the Division would be comfortable supporting at this time.

Sponsor: Tim Woolf and Jonathan Schrag

PUC 2-12

Request:

Revenue Requirement/Positions

Referencing National Grid's response to PUC-4-11, please add a column to reflect the Division's FTE count recommendation.

Response:

Please see Attachment 2-12 for the figure the Commission has requested. The impact of our recommendation reduces the Company's proposed headcount by 12 for Gas and 7 for Electric in the Rate Year. Net of planned retirements, this results in an incremental increase in headcount for Narragansett Gas and Narragansett Electric of 18 and 25, respectively. The Division did not make any adjustments to the Company's plans to fill existing vacant positions. Please refer to the Division's response to National Grid 1-27 and to the "Retirement Labor Reduction" tab of Attachment 1-27-7.

Division Witness Booth recommends a reduction of the Service Company's proposed DG personnel in the Rate Year. Witness Booth suggests reducing the Service Company's proposed 19 incremental DG hires by 16 to total 3 incremental DG Hires. This results in an incremental increase for the Service Company of 91 FTE's. Please refer to Witness Booth's Direct Testimony, page 32, lines 10 through 18, and to the "DG Reduction" tab of Attachment 1-27-7 of the Division's response to National Grid 1-27.

Sponsor: Michael Ballaban

RIPUC Docket 4770 Reconcile Narragansett FTE's - DIV 3-8 & RIPUC 4-11 per submitted Testimony												
	T. Horan				M. Little				M. Heaphy			
	<u>RY 2019</u>	<u>DY 1</u>	<u>DY 2</u>	<u>Total</u>	<u>RY 2019</u>	<u>DY 1</u>	<u>DY 2</u>	<u>Total</u>	<u>RY 2019</u>	<u>DY 1</u>	<u>DY 2</u>	<u>Total</u>
Total FTE's	68	9	10	87	204	-	-	204	178	15	14	207
Details below:												
Gas												
- Incremental FTE's	36	7	5	48	36	-	-	36	36	7	5	48
- Retiree's	-	-	-	-	(6)	-	-	(6)	-	-	-	-
- Vacancies	-	-	-	-	9	-	-	9	-	-	-	-
Total Gas	36	7	5	48	39	-	-	39	36	7	5	48
Electric												
- Incremental FTE's	32	2	5	39	35	-	-	35	35	2	5	42
- Retiree's	-	-	-	-	(3)	-	-	(3)	-	-	-	-
- Vacancies	-	-	-	-	26	-	-	26	-	-	-	-
Total Electric	32	2	5	39	58	-	-	58	35	2	5	42
Service Co.												
- Incremental FTE's	-	-	-	-	107	-	-	107	107	6	4	117
- Retiree's	-	-	-	-	-	-	-	-	-	-	-	-
- Vacancies	-	-	-	-	-	-	-	-	-	-	-	-
Total Service Co.	-	-	-	-	107	-	-	107	107	6	4	117
Comment												
Electric	Job title Distributed Design. Department Distributed Generation Solar. 3 FTE's - not included in Electric RY 2019 Incremental FTE's				Job title Distributed Design. Department Distributed Generation Solar. 3 FTE's - are included in Electric RY 2019 Incremental FTE's				Job title Distributed Design. Department Distributed Generation Solar. 3 FTE's - are included in Electric RY 2019 Incremental FTE's			

Division Proposed Incremental FTE's (net of planned retirements)	
RY	Total
134	134
18	18
25	25
91	91

PUC 2-13

Request:

Referencing Schedule MPH-1 and National Grid's response to PUC 4-10, please indicate the number of positions the Division proposes funding for in the Rate Year and the two data years.

Response:

For the Service Company, the Division proposes funding 91 incremental positions in the Rate Year.

Regarding positions within Narragansett Electric, the Division proposes to fund 25 incremental positions for the Rate Year net of planned retirements.

Regarding Narragansett Gas, the Division proposes to fund 18 incremental positions for the Rate Year net of planned retirements.

The Division did not make recommendations for the two data years.

Please reference Attachment 1-27-7 of the Division's response to National Grid, the tabs titled "Retirement Labor Reduction" and "DG Reduction".

Sponsor: Michael Ballaban

PUC 2-14

Request:

Referencing National Grid's response to PUC-3-35 where the projected cost to bring the Dig Safe related work in house is higher than outsourcing, please explain whether the Division made any adjustment to National Grid's revenue requirement. If not, please explain why it is in the ratepayers' best interest to pay more for the work to be brought in-house.

Response:

The Division made no adjustment. The Division issued a data request (Division 22-12) asking the Company to explain why management decided to bring the outsourced work in-house. In sum, the Company made the change because of complaints and other issues relating to Dig Safe compliance and the performance of the outside contractor. Given the importance of Dig Safe compliance and public safety concerns, the Division accepted the Company's explanation and has deferred to their judgment.

Sponsor: Jonathan Schrag

PUC 2-15

Request:

Does the Division specifically support the addition of the proposed Consumer Advocates?

Response:

Yes.

Sponsor: Jonathan Schrag

PUC 2-16

Request:

In his testimony, Mr. Booth discusses several measures the Company identified as grid modernization measures that he believes represent the natural evolution of running the utility.

- (a) What would be the impact on the Company's business and the ratepayer experience if the Company were not to engage in the evolutionary measures?
- (b) What is the risk to the system and investments of not engaging in the evolutionary measures?
- (c) Would the Company still be able to meet its core business of providing safe and reliable service at a reasonable cost in light of the impact of state policy goals without engaging in the evolutionary measures?

Response:

- (a) The impact will be dependent upon which component the Company would not advance. For evolutionary measures, such as software advancements, failure to progress to each new edition will mean the older versions will eventually not be supported by the vendor, the hardware will no longer support the software, and advancements in efficiency will be lost or compromised. For most measures, the Company's abilities of efficiently and effectively operating its system will deteriorate, while the ratepayers' experience will eventually not meet expectations.
- (b) Again, although the level of impact and risk varies, and the timeframe the risk is realized differs with each measure, eventually reliability will be compromised, many investments will become obsolete, and many functions could be lost or become very inefficient.
- (c) If the Company fails to advance its technology, which is part of its core business and foundational to implementation of certain modern grid technologies, both reliability and safety will eventually be compromised. For example, outage management systems and SCADA systems both enhance reliability and safety as part of core business operations. If these systems were not upgraded and kept current, they eventually would not be capable of being economically sustained and would be expected to deteriorate to an unacceptable level of functionality. Therefore, the core business of safe and reliable electric service requires an evolution of basic operating measures in order to most effectively utilize the available utility resources, including personnel

Sponsor: Gregory L. Booth, PE

PUC 2-17

Request:

Referencing the case pending at the RI Superior Court captioned *Laura Bennett et al. vs. Thomas F. Ahern*, C.A. No. PC 2015-4214:

- (a) Please provide the status of the case, any settlements that have been executed between the Division and any or all of the plaintiffs or representatives of any or all of the plaintiff(s).
- (b) Please provide copies of all of Judge Vogel's signed orders in that matter.
- (c) Please explain how the Division is executing the directives from Judge Vogel's orders.
- (d) Please provide any analysis performed by the Division regarding the impact of Judge Vogel's orders on receivables.
- (e) Please indicate, without providing litigation strategy, when the Division anticipates the case being resolved.
- (f) Please indicate how, if at all, the *Bennett* case has affected the Division's recommendations to National Grid's revenue requirement.

Response:

- (a) By order of the Superior Court, termination of service for seriously ill customers has been prohibited since June 21, 2016 (Exhibit 4). The Division and Plaintiffs in the Bennett case agreed to extend the stay on November 21, 2016. The terms of the stay are contained in a November 21, 2016 Consent Order (Exhibit 1).

The Division was a party to two additional Consent Orders/Stipulations in the Bennett case, dated April 26, 2016 (Exhibit 5) and January 26, 2016 (Exhibit 6).

National Grid and the Plaintiffs (without the Division) also executed a Consent Order on April 26, 2016 (Exhibit 7).

- (b) See Exhibits 2, 3 and 4 (attached)
- (c) Judge Vogel's November 21, 2016 "Final Judgment" (Exhibit 2) does not contain any directives *per se*. The judgment acknowledges that the parties have resolved all of the claims in dispute "excepting only claims related to persons with 'serious illness' and/or to the acquiescence of, or access to a 'life support' program...."

Judge Vogel's November 21, 2016 "Stipulated Order" (Exhibit 3) established a procedural schedule for the litigation that was expected prior to the execution of the consent agreements between the parties.

Judge Vogel's June 21, 2016 "Order" (Exhibit 4) established a procedural schedule for the litigation that was superseded by the Judge's subsequent November 21, 2016 "Stipulated Order."

In furtherance of fulfilling the commitments contained in the November 21, 2016 Consent Order (Exhibit 1) and Judge Vogel's Final Judgment (Exhibit 2), the Division has drafted "*Rules and Regulations Governing Residential and Non-Residential Collection Procedures By Electric and Natural Gas Utilities*," which are designed, *inter alia*, to provide a number of special notice, hearing process and shutoff protections for seriously ill and life-support dependent customers. The Division has additionally proposed special rate discounts for low-income customers in the instant docket that will further benefit seriously ill and life-support dependent customers who fall within a defined financial hardship ratepayer class.

- (d) The Division has not conducted a formal analysis. However, since the June 21, 2016 stay has been in effect, the collective arrearage (receivables) attached to National Grid's "seriously ill" customer population has grown from \$4,870,313.21 to \$8,826,417.13, an increase of 81.2% (as of 4/25/18). There are currently 4,519 customers protected under the stay.
- (e) The Division is endeavoring to resolve the remaining issue in the Bennett case through the promulgation of the rules and regulations described above, and, also through its efforts to establish additional rate discounts for all low-income ratepayers. If these efforts prove unsuccessful in resolving the remaining issue in the Bennett case, the Division is prepared to litigate the matter to its final conclusion in Superior Court.
- (f) The Bennett case has not affected the Division's recommendation to National Grid's revenue requirement.

The savings recommended for the low-income ratepayers results from an re-allocation of costs among rate classes. There is a zero-net effect on National Grid's revenue requirement.

Sponsor: Jonathan Schrag and Legal Counsel to the Division

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

LAURA BENNETT, et al.,

Plaintiffs,

v.

SIDNEY McCLEARY, in his official capacity as
the Administrator of the State of Rhode Island
Division of Public Utilities and Carriers, et al.,

Defendants.

CIVIL ACTION NO: PC-15-4214

CONSENT ORDER STAYING PENDING ISSUES BETWEEN THE PARTIES

This Order is made and entered after hearing the parties, being the Division of Public Utilities and Carriers, Sidney McCleary, in his official capacity as Administrator of the State of Rhode Island Division of Public Utilities and Carriers and the State of Rhode Island and Providence Plantations by and through the Division of Public Utilities and Carriers (collectively, "the Division") and Plaintiffs, hereinafter referred to collectively as the "parties," who hereby agree to the entry of this Consent Order as follows:

WHEREAS, this action was commenced against the Division to seek injunctive and declaratory relief pursuant to regulations of the Public Utilities Commission, 42 U.S.C. § 1983, and federal and state laws prohibiting discrimination against persons with disabilities and persons with limited English proficiency;

WHEREAS, Plaintiffs have sought to proceed on behalf of a class of all similarly situated persons and have sought, among other things, interim and permanent injunctive relief for the class;

WHEREAS, the Division has denied any and all claims of wrongdoing asserted by Plaintiffs and has denied Plaintiffs' standing to proceed or to represent a class of similarly situated persons;

WHEREAS, no finding of liability has been made;

WHEREAS, the parties have achieved a partial settlement of the claims raised in the law suit, thereby avoiding the expense and disruption of litigation on the issues presented in this litigation, and without admitting any fault or liability;

WHEREAS, the parties have identified certain issues which they are unable to resolve

at this time, which they all agree to separate from the issues which can be settled in order to reach a full and final conclusion on the resolved issues;

WHEREAS, the parties have agreed that the identified certain issues which they are unable to resolve at this time may be capable of resolution through legislation and/or rule-making;

WHEREAS, the parties have concluded that an effort to resolve the remaining identified issues by legislation and/or rule-making will not impair their respective ability to litigate the underlying issues in the event that legislation and/or rule-making is not hereafter successful, provided that the current status quo remain in place during those efforts;

WHEREAS, Plaintiffs are prepared to enter the agreement without resolving any issues of liability or the right to proceed as a class as to their claims against the Division based upon the parties' agreement that the within Order shall be enforceable on behalf of the persons described herein notwithstanding the absence of class certification;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. Trial on all issues preserved and severed from the entry of partial final judgment, to wit, Plaintiffs' challenge to the Division's interpretation and application of the protections of the provisions relating to persons with "serious illness" and/or to the acquiescence, administration of, or access to a "life support" program, so-called, as described in the Amended Complaint and Counts I to VI thereof (limited solely to "seriously ill" and "life support"), is hereby stayed until further Order of the Court granting either party's motion to vacate the stay or April 15, 2017, whichever event occurs last. Plaintiffs' motion for class certification is also stayed for determination at time of trial.
2. During the pendency of the stay and continuing thereafter for a period of time up to ten (10) business days after the date set for trial, the Division shall not allow National Grid to terminate nor shall the Division order to be terminated gas and electric utility service for nonpayment to the residences of the individual Plaintiffs or any customers who have previously submitted or do hereinafter submit a completed physician's certification of serious illness regardless of whether such household requests that the Division conduct a hearing to determine its eligibility for continued exemption from termination.
3. Upon application of any party, on or after April 15, 2017, and demonstration that regulatory and/or legislative reforms have superseded the rules, regulations, practices and procedures that are the subject of the litigation, thereby rendering the case moot, the remaining part of the case shall be dismissed as moot. In the alternative, upon application of any party, on or after April 15, 2017, and demonstration that no regulatory and/or legislative reforms have been adopted, the Court shall restore the matter to its trial calendar and shall direct that the protections set forth in the preceding two paragraphs shall remain in full force and effect until ten (10) business days after the start of trial, without prejudice to Plaintiffs' application for additional injunctive relief.

4. Upon breach, including notice of intended breach of or noncompliance with this Consent Order by any party, the aggrieved party shall provide written notice to opposing counsel and afford the alleged breaching party opportunity to cure. Prior to seeking judicial intervention to address an alleged breach hereof in this or any future legal action, the parties shall meet and confer for the purpose of resolving the dispute.
5. In the event that any named Plaintiff is unavailable to enforce this Consent Order in this proceeding, the Division shall waive any and all standing objections to the enforcement of this Consent Order in the Superior Court by the named Plaintiffs, notwithstanding that said Plaintiffs are not directly affected by the alleged breach, and including assent to the addition or substitution of similar status individual plaintiffs as are necessary to enforce its terms.
6. Nothing herein shall be construed to alter, limit or remove the protections from termination afforded to utility consumer households pursuant to the "utility termination moratorium period" as set forth in the Rules and Regulations.

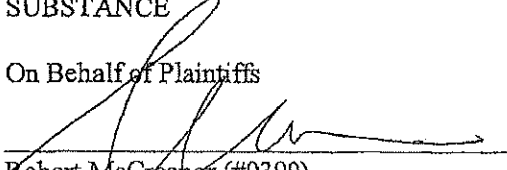
ENTERED as an Order of this Honorable Court this 21 day of Nov, 2016.

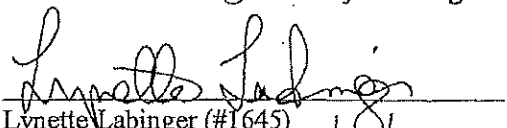
ENTER:

PER ORDER:

11/21/16
ASSENTED TO IN FORM AND
SUBSTANCE

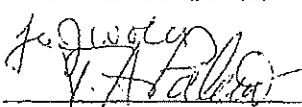
On Behalf of Plaintiffs


Robert McCreanor (#9399)
Rhode Island Center for Justice
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Tel: 401-491-1101 X801
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Lynette Labinger (#1645)
Roney & Labinger, LLP 11/21/16
344 Wickenden Street
Providence, RI 02903
Tel: 401-421-9794
Email: labinger@roney-labinger.com

ASSENTED TO IN FORM AND
SUBSTANCE

On Behalf of Defendants


Leo J. Wold, # 3613
Assistant Attorney General
Thomas A. Palombo, # 4212
Assistant Attorney General
Department of Attorney General
150 South Main Street
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tpalombo@riag.ri.gov

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

LAURA BENNETT, et al.,

Plaintiffs,

v.

SIDNEY McCLEARY, in his official capacity as
the Administrator of the State of Rhode Island
Division of Public Utilities and Carriers, et al.,

Defendants.

CIVIL ACTION NO: PC-15-4214

FINAL JUDGMENT

Pursuant to Rule 54(b), Rules of Civil Procedure of the Superior Court, and in accordance with the Consent Order of the parties of this date, attached and incorporated herein as Exhibit A, there being no just reason for delay, separate and final judgment shall and is hereby entered resolving all issues between the parties on all claims excepting only claims relating to the Division's interpretation and application of the protections of the provisions relating to persons with "serious illness" and/or to the acquiescence, administration of, or access to a "life support" program, so-called, as described in the Amended Complaint and Counts I to VI thereof (limited solely to "seriously ill" and "life support").

ENTERED as the Judgment of the Court this 21 day of NOV, 2016.

ENTER:

[Signature]
11/21/16

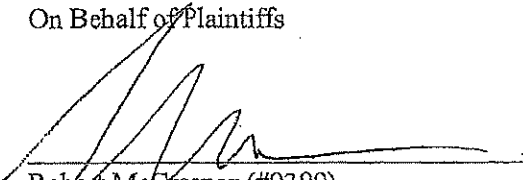
By Order,

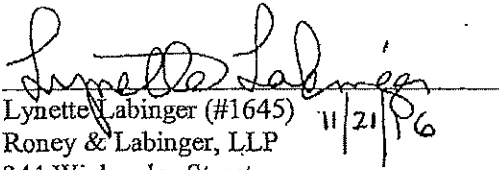
PER ORDER:

[Signature]
11-21-16

ASSENTED TO IN FORM AND
SUBSTANCE

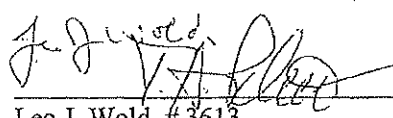
On Behalf of Plaintiffs


Robert McCreanor (#9399)
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On Behalf of Defendants


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STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

LAURA BENNETT, et al.,

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SIDNEY McCLEARY, in his official capacity as
the Administrator of the State of Rhode Island
Division of Public Utilities and Carriers, et al.,

Defendants.

CIVIL ACTION NO: PC-15-4214

CONSENT ORDER BETWEEN THE PARTIES

This Order is made and entered after hearing the parties, being the Division of Public Utilities and Carriers, Sidney McCleary, in his official capacity as Administrator of the State of Rhode Island Division of Public Utilities and Carriers, and the State of Rhode Island and Providence Plantations by and through the Division of Public Utilities and Carriers (collectively, "the Division") and Plaintiffs, hereinafter referred to collectively as the "parties," who hereby agree to the entry of this Consent Order as follows:

WHEREAS, this action was commenced against the Division to seek injunctive and declaratory relief pursuant to regulations of the Public Utilities Commission, 42 U.S.C. § 1983, and federal and state laws prohibiting discrimination against persons with disabilities and persons with limited English proficiency;

WHEREAS, Plaintiffs have sought to proceed on behalf of a class of all similarly situated persons and have sought, among other things, interim and permanent injunctive relief for the class;

WHEREAS, the Division has denied any and all claims of wrongdoing asserted by Plaintiffs, has denied Plaintiffs' standing to proceed or to represent a class of similarly situated persons;

WHEREAS, no finding of liability has been made;

WHEREAS, the parties wish to avoid the expense and disruption of litigation on certain of the issues presented in this litigation, and are prepared to settle their differences on those issues without admitting any fault or liability;

WHEREAS, nothing herein shall be construed to vacate or supersede the terms of the

Consent Order between National Grid and Plaintiffs entered on April 26, 2016 ("Grid Consent Order") which shall remain in full force and effect;

WHEREAS, the Division is prepared to comply with the terms set forth hereinafter as to all persons described herein without the need to resolve the issue of class action status; and

WHEREAS, Plaintiffs are prepared to enter the agreement without resolving any issues of liability or the right to proceed as a class as to the certain claims against the Division resolved herein based upon the parties' agreement that the within Order shall be enforceable on behalf of the persons described herein notwithstanding the absence of class certification;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Division will provide reasonable language access for customers with Limited English Language Proficiency (LEP). Such access must include provision of qualified language interpretation services for all LEP customers at informal reviews and evidentiary hearings. The Division may effectuate language access through telephonic interpretation services, facilitated and funded by the public utility or other party, provided that language interpretation is conducted by a neutral entity qualified to provide such services.
2. For all purposes in this agreement and Consent Order, the term "will", "shall," and/or "must" shall all be interpreted to constitute a mandatory obligation and not subject to discretion.
3. The Division will accept and evaluate requests for reasonable accommodations from mobility impaired customers requesting informal reviews and evidentiary hearings. The Division will provide accommodations consistent with state and federal laws prohibiting disability discrimination. The following protocol is limited to those circumstances where the customer has satisfied the Division that he/she is mobility impaired and has requested that he or she be allowed to participate in the review or hearing by telephone as an accommodation to his/her disability: The Division shall schedule and conduct the informal review or evidentiary hearing by telephone. Accommodation by telephone shall be available to a customer that has access to a telephone and who cooperates with the Division's efforts to schedule and conduct such telephonic informal reviews and evidentiary hearings. The Division may treat a customer in default and proceed to hearing in his/her absence in circumstances where the customer fails to cooperate with the Division's efforts to schedule an informal review or evidentiary hearing within ten (10) business days from the time the request for telephone accommodation is received by the Division or fails to cooperate with the Division's effort to conduct an informal review or evidentiary hearing within twenty (20) business days from the time the request for an informal review or evidentiary hearing is received by the Division.
4. The Division shall provide language interpretation services and reasonable accommodations to facilitate the participation of individuals other than customers in informal reviews and evidentiary hearings when such participation is requested by the

customer and deemed necessary by the assigned hearing officer for the purpose of resolving a disputed issue. A customer shall not be denied relief on the grounds that he or she failed to establish facts which the customer sought to present through the testimony of an individual whose participation in an administrative hearing was deemed unnecessary by the hearing officer.

5. Informal reviews and evidentiary hearings conducted by the Division shall adhere to the following protocol:
 - a. The Division shall not discourage hearing requests made by customers in any manner.
 - b. Customers shall receive a confirmation number upon request for informal review and/or evidentiary hearing.
 - c. Division reviewing and hearing officers at informal reviews and evidentiary hearings will accept and consider evidence presented by either party. Admissibility of evidence shall be governed by the Administrative Procedures Act for contested hearings, R.I.G.L. §42-35-10.
 - d. Upon commencement of a hearing pursuant to Part III Section 3(B)(1) of the Rules and Regulations, the Division reviewing or hearing officer will explain that the purpose of the hearing is to determine eligibility for continued exemption from termination based upon serious illness, duration of continued exemption and circumstances of continued exemption. Provided, however, that the customer may request consideration for relief from termination under any other provision of the termination rules to which he establishes eligibility.
 - e. A customer request for a pre-termination hearing shall not be denied on the grounds that a hearing was previously conducted in relation to said customer provided the customer shows a material change in his/her circumstances from when the hearing was last conducted to the satisfaction of the Division. A customer seeking a hearing based upon a material change in circumstances may present information including but not limited to the following: (i) change in household income or employment status; (ii) change in household composition; (iii) change in health status of household members. The Division shall consider and determine whether a customer has alleged a material change in circumstances. In considering such requests, the Division may utilize an expedited process to make the determination as to whether a sufficient material change has been presented. In any circumstance where the Division determines that a request shall be denied on this ground, said determination shall be issued in writing stating the reasons therefor. Provided further that a customer whose previous hearing preceded a restoration of service shall be considered as requesting a pre-termination hearing for the first time and not subject to this paragraph.
 - f. Decisions from evidentiary hearings conducted to review denial of emergency restoration requests pursuant to Part VII Section 3 of the Rules and Regulations shall be rendered promptly not to exceed seven (7) business days.
 - g. Division Hearing Officers – Segregation of Duties

(i) Hearing officers assigned to conduct informal reviews and/or evidentiary hearings shall not be assigned to review their own prior determinations of petitions submitted pursuant to Part III Section 3 (E)(4) [handicap termination petitions] or Part VII Section 1 [emergency restoration requests].

(ii) Hearing officers assigned to conduct hearings may not be supervised by any individual who appears as a party or advocate for a party at the subject hearing.

(iii) The Division shall not assign staff to determine initial emergency restoration requests who have participated in the Division's prior review of the subject account including any decision related to termination of the subject account.

6. The Division's processing and determination of petitions from National Grid for approval to terminate service to "handicap" designated customer households for non-payment pursuant to Part III Section 3 (E) of the Rules and Regulations shall adhere to the following protocols:

- a. The Division shall require that National Grid include in any petition a record of its payment negotiations with the subject customer, including any offers of partial and delayed payment from the customer household.
- b. The Division shall require that, at the time of submission of a petition by the National Grid to the Division, National Grid transmit by mail to the subject customer household a copy of said petition and explanation of the customer's right to submit relevant information to the Division for the purpose of aiding its investigation. The customer shall be required to submit any relevant information to the Division within twenty (20) business days from the date that the public utility mailed a copy of its petition to the subject customer.
- c. In determining whether National Grid has refused a just and equitable payment arrangement from the subject customer pursuant to Part III Section 3(E) of the Rules and Regulations, the Division may consider factors including, but not limited to, the following:
 - i. Payment history;
 - ii. changes in household composition and/or income;
 - iii. demonstrated efforts to obtain financial assistance to satisfy arrears; and/or
 - iv. other identifiable hardship
- d. The above stated process and criteria shall be applicable to all residential debt collection and termination matters affecting handicap status customer households regardless of whether National Grid has previously petitioned the Division for permission to terminate service to the subject households for nonpayment and the Division has previously approved such petitions. The Division will require that National Grid satisfy the above procedural requirements with respect to all handicap status households previously approved for termination whose utility service has not yet been terminated and who remain in arrears.

Nothing herein shall preclude National Grid or the Division from determining, on an individualized basis, that a just and equitable payment arrangement for a handicapped customer household is consistent with one or more of the residential payment plans set forth in Part V of the Rules and Regulations.

7. The parties agree that the entry of this Consent Order shall be accompanied by the direction for the entry of a partial final Judgment incorporating its terms and that all claims relating to the Division's interpretation and application of the protections of the provisions relating to persons with "serious illness" and/or to the acquiescence, administration of, or access to a "life support" program, so-called, as described in the Amended Complaint and Counts I to VI thereof (limited solely to "seriously ill" and "life support") shall remain pending and subject to a separate consent order entered simultaneously herewith.
8. Upon breach, including notice of intended breach of or noncompliance with this Consent Order by any party, the aggrieved party shall provide written notice to opposing counsel and afford the alleged breaching party opportunity to cure. Prior to seeking judicial intervention to address an alleged breach hereof in this or any future legal action, the parties shall meet and confer for the purpose of resolving the dispute.
9. In the event that any named Plaintiff is unavailable to enforce this Consent Order or Judgment incorporating this Consent Order in this or a future proceeding, the Division shall waive any and all standing objections to the enforcement of this Consent Order and Judgment incorporating this Consent Order in the Superior Court by the named Plaintiffs, notwithstanding that said plaintiffs are not directly affected by the alleged breach, and including assent to the addition or substitution of similar status individual Plaintiffs as are necessary to enforce its terms.
10. Within thirty days of entry of the within Consent Order and accompanying partial final Judgment, the Division will ensure that Plaintiffs' attorneys' fees of \$98,000.00 and costs to date totaling \$13,250.00 are tendered by National Grid. In the event that National Grid fails to make such payment within said time period, the Division shall be responsible for payment of the same within 10 business days. Payment shall be made in one check directly to the Rhode Island Center for Justice and Lynette Labinger after receipt of a W-9 form from each.
11. The terms of this Consent Order and Judgment are not subject to review or appeal. The only basis to seek modification of this Consent Order and partial final Judgment shall be one or more party's assertion of superseding regulatory or legislative action. In no event may any party seek modification or reversal of this Consent Order and Judgment based upon the merits of the underlying claims or defenses in this action.
12. Nothing herein shall be construed to alter, limit or remove the protections from termination afforded to utility consumer households pursuant to the "utility termination moratorium period" as set forth in the Rules and Regulations. Furthermore, nothing herein shall be construed to alter or supersede the terms of the Grid Consent Order which shall remain in full force and effect.

ENTERED as an Order of this Honorable Court this _____ day of _____, 2016.

ENTER:

PER ORDER:

ASSENTED TO IN FORM AND
SUBSTANCE

On Behalf of Plaintiffs

Robert McCreanor (#9399)
Rhode Island Center for Justice
150 Washington Street
Providence, RI 02903
Tel: 401-491-1101 X801
Fax: 401-228-6780
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Lynette Labinger (#1645)
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STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

LAURA BENNETT, et al.,

Plaintiffs,

v.

SIDNEY McCLEARY, in his official capacity as
the Administrator of the State of Rhode Island
Division of Public Utilities and Carriers, et al.,

Defendants.

CIVIL ACTION NO: PC-15-4214

CONSENT ORDER BETWEEN THE PARTIES

This Order is made and entered after hearing the parties, being the Division of Public Utilities and Carriers, Sidney McCleary, in his official capacity as Administrator of the State of Rhode Island Division of Public Utilities and Carriers, and the State of Rhode Island and Providence Plantations by and through the Division of Public Utilities and Carriers (collectively, "the Division") and Plaintiffs, hereinafter referred to collectively as the "parties," who hereby agree to the entry of this Consent Order as follows:

WHEREAS, this action was commenced against the Division to seek injunctive and declaratory relief pursuant to regulations of the Public Utilities Commission, 42 U.S.C. § 1983, and federal and state laws prohibiting discrimination against persons with disabilities and persons with limited English proficiency;

WHEREAS, Plaintiffs have sought to proceed on behalf of a class of all similarly situated persons and have sought, among other things, interim and permanent injunctive relief for the class;

WHEREAS, the Division has denied any and all claims of wrongdoing asserted by Plaintiffs, has denied Plaintiffs' standing to proceed or to represent a class of similarly situated persons;

WHEREAS, no finding of liability has been made;

WHEREAS, the parties wish to avoid the expense and disruption of litigation on certain of the issues presented in this litigation, and are prepared to settle their differences on those issues without admitting any fault or liability;

WHEREAS, nothing herein shall be construed to vacate or supersede the terms of the

Consent Order between National Grid and Plaintiffs entered on April 26, 2016 ("Grid Consent Order") which shall remain in full force and effect;

WHEREAS, the Division is prepared to comply with the terms set forth hereinafter as to all persons described herein without the need to resolve the issue of class action status; and

WHEREAS, Plaintiffs are prepared to enter the agreement without resolving any issues of liability or the right to proceed as a class as to the certain claims against the Division resolved herein based upon the parties' agreement that the within Order shall be enforceable on behalf of the persons described herein notwithstanding the absence of class certification;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Division will provide reasonable language access for customers with Limited English Language Proficiency (LEP). Such access must include provision of qualified language interpretation services for all LEP customers at informal reviews and evidentiary hearings. The Division may effectuate language access through telephonic interpretation services, facilitated and funded by the public utility or other party, provided that language interpretation is conducted by a neutral entity qualified to provide such services.
2. For all purposes in this agreement and Consent Order, the term "will", "shall," and/or "must" shall all be interpreted to constitute a mandatory obligation and not subject to discretion.
3. The Division will accept and evaluate requests for reasonable accommodations from mobility impaired customers requesting informal reviews and evidentiary hearings. The Division will provide accommodations consistent with state and federal laws prohibiting disability discrimination. The following protocol is limited to those circumstances where the customer has satisfied the Division that he/she is mobility impaired and has requested that he or she be allowed to participate in the review or hearing by telephone as an accommodation to his/her disability: The Division shall schedule and conduct the informal review or evidentiary hearing by telephone. Accommodation by telephone shall be available to a customer that has access to a telephone and who cooperates with the Division's efforts to schedule and conduct such telephonic informal reviews and evidentiary hearings. The Division may treat a customer in default and proceed to hearing in his/her absence in circumstances where the customer fails to cooperate with the Division's efforts to schedule an informal review or evidentiary hearing within ten (10) business days from the time the request for telephone accommodation is received by the Division or fails to cooperate with the Division's effort to conduct an informal review or evidentiary hearing within twenty (20) business days from the time the request for an informal review or evidentiary hearing is received by the Division.
4. The Division shall provide language interpretation services and reasonable accommodations to facilitate the participation of individuals other than customers in informal reviews and evidentiary hearings when such participation is requested by the

customer and deemed necessary by the assigned hearing officer for the purpose of resolving a disputed issue. A customer shall not be denied relief on the grounds that he or she failed to establish facts which the customer sought to present through the testimony of an individual whose participation in an administrative hearing was deemed unnecessary by the hearing officer.

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 - b. Customers shall receive a confirmation number upon request for informal review and/or evidentiary hearing.
 - c. Division reviewing and hearing officers at informal reviews and evidentiary hearings will accept and consider evidence presented by either party. Admissibility of evidence shall be governed by the Administrative Procedures Act for contested hearings, R.I.G.L. §42-35-10.
 - d. Upon commencement of a hearing pursuant to Part III Section 3(B)(1) of the Rules and Regulations, the Division reviewing or hearing officer will explain that the purpose of the hearing is to determine eligibility for continued exemption from termination based upon serious illness, duration of continued exemption and circumstances of continued exemption. Provided, however, that the customer may request consideration for relief from termination under any other provision of the termination rules to which he establishes eligibility.
 - e. A customer request for a pre-termination hearing shall not be denied on the grounds that a hearing was previously conducted in relation to said customer provided the customer shows a material change in his/her circumstances from when the hearing was last conducted to the satisfaction of the Division. A customer seeking a hearing based upon a material change in circumstances may present information including but not limited to the following: (i) change in household income or employment status; (ii) change in household composition; (iii) change in health status of household members. The Division shall consider and determine whether a customer has alleged a material change in circumstances. In considering such requests, the Division may utilize an expedited process to make the determination as to whether a sufficient material change has been presented. In any circumstance where the Division determines that a request shall be denied on this ground, said determination shall be issued in writing stating the reasons therefor. Provided further that a customer whose previous hearing preceded a restoration of service shall be considered as requesting a pre-termination hearing for the first time and not subject to this paragraph.
 - f. Decisions from evidentiary hearings conducted to review denial of emergency restoration requests pursuant to Part VII Section 3 of the Rules and Regulations shall be rendered promptly not to exceed seven (7) business days.
 - g. Division Hearing Officers – Segregation of Duties

(i) Hearing officers assigned to conduct informal reviews and/or evidentiary hearings shall not be assigned to review their own prior determinations of petitions submitted pursuant to Part III Section 3 (E)(4) [handicap termination petitions] or Part VII Section 1 [emergency restoration requests].

(ii) Hearing officers assigned to conduct hearings may not be supervised by any individual who appears as a party or advocate for a party at the subject hearing.

(iii) The Division shall not assign staff to determine initial emergency restoration requests who have participated in the Division's prior review of the subject account including any decision related to termination of the subject account.

6. The Division's processing and determination of petitions from National Grid for approval to terminate service to "handicap" designated customer households for non-payment pursuant to Part III Section 3 (E) of the Rules and Regulations shall adhere to the following protocols:

- a. The Division shall require that National Grid include in any petition a record of its payment negotiations with the subject customer, including any offers of partial and delayed payment from the customer household.
- b. The Division shall require that, at the time of submission of a petition by the National Grid to the Division, National Grid transmit by mail to the subject customer household a copy of said petition and explanation of the customer's right to submit relevant information to the Division for the purpose of aiding its investigation. The customer shall be required to submit any relevant information to the Division within twenty (20) business days from the date that the public utility mailed a copy of its petition to the subject customer.
- c. In determining whether National Grid has refused a just and equitable payment arrangement from the subject customer pursuant to Part III Section 3(E) of the Rules and Regulations, the Division may consider factors including, but not limited to, the following:
 - i. Payment history;
 - ii. changes in household composition and/or income;
 - iii. demonstrated efforts to obtain financial assistance to satisfy arrears; and/or
 - iv. other identifiable hardship
- d. The above stated process and criteria shall be applicable to all residential debt collection and termination matters affecting handicap status customer households regardless of whether National Grid has previously petitioned the Division for permission to terminate service to the subject households for nonpayment and the Division has previously approved such petitions. The Division will require that National Grid satisfy the above procedural requirements with respect to all handicap status households previously approved for termination whose utility service has not yet been terminated and who remain in arrears.

Nothing herein shall preclude National Grid or the Division from determining, on an individualized basis, that a just and equitable payment arrangement for a handicapped customer household is consistent with one or more of the residential payment plans set forth in Part V of the Rules and Regulations.

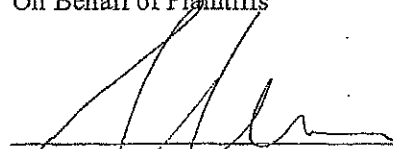
7. The parties agree that the entry of this Consent Order shall be accompanied by the direction for the entry of a partial final Judgment incorporating its terms and that all claims relating to the Division's interpretation and application of the protections of the provisions relating to persons with "serious illness" and/or to the acquiescence, administration of, or access to a "life support" program, so-called, as described in the Amended Complaint and Counts I to VI thereof (limited solely to "seriously ill" and "life support") shall remain pending and subject to a separate consent order entered simultaneously herewith.
8. Upon breach, including notice of intended breach of or noncompliance with this Consent Order by any party, the aggrieved party shall provide written notice to opposing counsel and afford the alleged breaching party opportunity to cure. Prior to seeking judicial intervention to address an alleged breach hereof in this or any future legal action, the parties shall meet and confer for the purpose of resolving the dispute.
9. In the event that any named Plaintiff is unavailable to enforce this Consent Order or Judgment incorporating this Consent Order in this or a future proceeding, the Division shall waive any and all standing objections to the enforcement of this Consent Order and Judgment incorporating this Consent Order in the Superior Court by the named Plaintiffs, notwithstanding that said plaintiffs are not directly affected by the alleged breach, and including assent to the addition or substitution of similar status individual Plaintiffs as are necessary to enforce its terms.
10. Within thirty days of entry of the within Consent Order and accompanying partial final Judgment, the Division will ensure that Plaintiffs' attorneys' fees of \$98,000.00 and costs to date totaling \$13,250.00 are tendered by National Grid. In the event that National Grid fails to make such payment within said time period, the Division shall be responsible for payment of the same within 10 business days. Payment shall be made in one check directly to the Rhode Island Center for Justice and Lynette Labinger after receipt of a W-9 form from each.
11. The terms of this Consent Order and Judgment are not subject to review or appeal. The only basis to seek modification of this Consent Order and partial final Judgment shall be one or more party's assertion of superseding regulatory or legislative action. In no event may any party seek modification or reversal of this Consent Order and Judgment based upon the merits of the underlying claims or defenses in this action.
12. Nothing herein shall be construed to alter, limit or remove the protections from termination afforded to utility consumer households pursuant to the "utility termination moratorium period" as set forth in the Rules and Regulations. Furthermore, nothing herein shall be construed to alter or supersede the terms of the Grid Consent Order which shall remain in full force and effect.

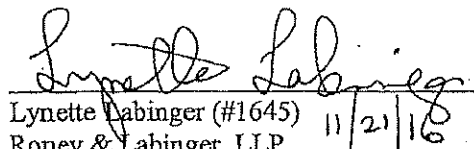
ENTERED as an Order of this Honorable Court this 21 day of NOV 2016.

ENTER: 

ASSENTED TO IN FORM AND
SUBSTANCE

On Behalf of Plaintiffs

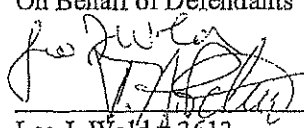

Robert McCreanor (#9399)
Rhode Island Center for Justice
150 Washington Street
Providence, RI 02903
Tel: 401-491-1101 X801
Fax: 401-228-6780
Email: rmccreanor@centerforjustice.org


Lynette Labinger (#1645) 11/21/16
Roney & Labinger, LLP
344 Wickenden Street
Providence, RI 02903
Tel: 401-421-9794
Email: labinger@roney-labinger.com

PER ORDER: 

ASSENTED TO IN FORM AND
SUBSTANCE

On Behalf of Defendants


Leo J. Wold # 3613
Assistant Attorney General
Thomas A. Palombo # 4212
Assistant Attorney General
Department of Attorney General
150 South Main Street
Providence, RI 02903
Tel: 401-274-4400, x 2218
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Case Number: PC-2015-4214
 Filed in Providence/Bristol County Superior Court
 Submitted: 9/16/2016 4:59:50 PM
 Envelope: 758783
 Viewer: Alexa Gonerente

STATE OF RHODE ISLAND
 PROVIDENCE, SC.

SUPERIOR COURT

LAURA BENNETT, et al.

vs.

C.A. No.: PC 2015-4214

THOMAS F. AHERN, in his official capacity as
 the Administrator of the State of Rhode Island
 Division of Public Utilities Carriers, et al.

STIPULATED ORDER

This Order is made and entered after hearing the parties, being the Division of Public Utilities and Carriers, Thomas F. Ahern, in his official capacity as Administrator of the State of Rhode Island Division of Public Utilities and Carriers, James E. Lanni, in his official capacity as Associate Administrator of the State of Rhode Island Division of Public Utilities and Carriers, and the State of Rhode Island and Providence Plantations by and through the Division of Public Utilities and Carriers (collectively, "the Division") and Plaintiffs, at conference on September 9, 2016, concerning the parties' mutual interest in mediation of this action. Upon agreement of the parties, it is hereby

ORDERED:

1. The previously scheduled hearing on Plaintiffs' motions for preliminary injunction and class certification is continued to December 12, 2016 at 9:30 am.
2. By December 2, 2016, Plaintiffs and the Division shall meet to prepare a joint statement of undisputed facts. This Statement must include all undisputed facts. There will be no testimony on undisputed facts unless purely foundational to put the testimony of a witness in perspective.

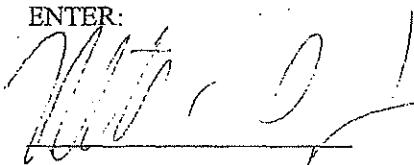
3. By December 2, 2016, Plaintiffs and the Division shall meet to compile a list of all undisputed exhibits, to wit, exhibits that are being offered without objection and/or are being offered jointly.
4. By December 8, 2016, Plaintiffs and the Division shall provide the Court with a list of anticipated witnesses along with a brief description of their anticipated testimony.
5. By December 9, 2016, Plaintiffs and the Division shall meet with the Judge's clerk in courtroom 8 to mark exhibits for identification. Copies of all exhibits (including photocopies of photographs) marked for identification shall be provided to opposing counsel and to the Court as a Bench Copy. Also the Plaintiffs and Division agree to provide the Court with a Bench Copy of all pleadings and amended pleadings.
6. By December 2, 2016, counsel for the Division and Plaintiffs will serve the Court with legal memoranda addressing any complex legal issue which may be raised during the course of the hearing. Citations for legal authorities will be provided but copies of cases will not be attached. Plaintiffs and the Division agree to provide the Court with a copy of the memorandum in Word format. When the Hearing begins, all undisputed Exhibits and Joint Exhibits will be marked "Full."
7. For the period of time up to and including ten days after December 12, 2016, the Division shall not allow National Grid to terminate nor shall the Division order to be terminated gas and electric utility service for nonpayment to the residences of the individual Plaintiffs or any customers covered by paragraphs 6 and/or 22 of the Consent Order between Plaintiffs and National Grid on April 26, 2016 (hereinafter "the Grid Consent Order"), which is further clarified herein to include the following:
 - a. All consumer households holding the designation of "medically protected" on or

- after July 6, 2015, including consumers holding the National Grid designation of "life support";
- b. All consumer households who submitted to National Grid the completed forms necessary to be designated as "medically protected" on or after July 6, 2015 but who did not receive such designation by National Grid through error; and
 - c. All consumer households who, subsequent to April 26, 2016 have submitted or do hereafter submit to National Grid the completed forms necessary to be coded as seriously ill or handicapped.
8. No household subject to paragraphs 6 and/or 22 of the Grid Consent Order which submits a licensed physician's certification of serious illness shall be subject to termination of utility service during the period of time up to and including ten days after December 12, 2016, regardless of whether such household requests that DPU conduct a hearing to determine its eligibility for continued exemption from termination.
9. National Grid may continue the petitioning process for customers claiming handicap status and the Division may receive them and may open administrative files thereon, but all agency proceedings, including but not limited to informal reviews and formal hearings, shall be stayed until ten days after December 12, 2016.
10. Any and all requests from utility consumers subject to paragraphs 6 and/or 22 of the Grid Consent Order to the Division for a pre-termination informal review or evidentiary hearing shall be stayed until ten days after December 12, 2016.
11. For the period of time up to and including ten days after December 12, 2016, no administrative determination shall be made by the Division in relation to termination of utility service to a residence of Plaintiffs and/or utility customer subject to paragraphs 6

and/or 22 of the Grid Consent Order.

12. All provisions contained in the Consent Order by and among Plaintiffs, National Grid, and the Division on April 26, 2016 shall remain in full force and effect.
13. Nothing herein shall be construed to alter, limit or remove the protections from termination afforded to utility consumer households pursuant to the "utility termination moratorium period" as set forth in the Rules and Regulations Governing the Termination of Residential Electric, Gas and Water Utility Service.

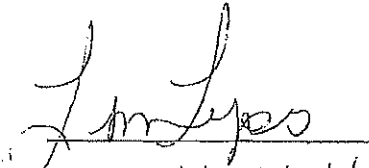
ENTER:


11-21-16

PRESENTED BY:

/s/ Robert McCreanor
Robert McCreanor (#9399)
Rhode Island Center for Justice
1 Empire Plaza
Providence, RI 02903
Tel: 401-491-1101 X801
Fax: 401-228-6780
Email: rmccreanor@centerforjustice.org

PER ORDER:


11-21-16

Lynette Labinger (#1645)
Roney & Labinger LLP
344 Wickenden Street
Providence, RI 02903
Tel: 401-421-9794
Email: labinger@roney-labinger.com

CERTIFICATE OF SERVICE

I hereby certify that, on the 16th day of September, 2016:

☒ I filed and served this document through the electronic filing system on counsel of record in the

Case Number: PC-2015-4214
Filed in: Providence/Bristol County Superior Court
Submitted: 9/16/2016 4:59:50 PM
Envelope: 758783
Reviewer: Alexa Goneconte

above captioned action. This document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Robert McCreanor
Robert McCreanor (#9399)
Rhode Island Center for Justice
1 Empire Plaza
Providence, RI 02903
(401) 491-1101 x 804
(401) 228-6947 (f)
rmccreanor@centerforjustice.org

STATE OF RHODE ISLAND
 PROVIDENCE, SC.

SUPERIOR COURT

LAURA BENNETT, et al.

vs.

C.A. No.: PC 2015-4214

THOMAS F. AHERN, in his official capacity as
 the Administrator of the State of Rhode Island
 Division of Public Utilities Carriers, et al.

ORDER

This Order is made and entered after hearing the parties, being the Division of Public Utilities and Carriers, Thomas F. Ahern, in his official capacity as Administrator of the State of Rhode Island Division of Public Utilities and Carriers, James E. Lanni, in his official capacity as Associate Administrator of the State of Rhode Island Division of Public Utilities and Carriers, and the State of Rhode Island and Providence Plantations by and through the Division of Public Utilities and Carriers (collectively, "the Division") and Plaintiffs, at conference on May 23, 2016, June 10, 2016, and June 14, 2016, concerning newly discovered facts impacting the parties' ability to proceed to hearing as scheduled for June 27, 2016, and evidence previously presented to the Court. After hearing argument and objection, it is hereby

ORDERED:

1. The previously scheduled hearing on Plaintiffs' motions for preliminary injunction and class certification and the Division's Motion to Dismiss are continued to September 26, 2016 at 9:30 am.
2. By September 6, 2016, Plaintiffs and the Division shall meet to prepare a joint statement of undisputed facts. This Statement must include all undisputed facts. There will be not

testimony on undisputed facts unless purely foundational to put the testimony of a witness in perspective.

3. By September 6, 2016, Plaintiffs and the Division shall meet to compile a list of all undisputed exhibits, to wit, exhibits that are being offered without objection and/or are being offered jointly.
4. By September 16, 2016, Plaintiffs and the Division shall provide the Court with a list of anticipated witnesses along with a brief description of their anticipated testimony.
5. By September 23, 2016, Plaintiffs and the Division shall meet with the Judge's clerk in courtroom 8 to mark exhibits for identification. Copies of all exhibits (including photocopies of photographs) marked for identification shall be provided to opposing counsel and to the Court as a Bench Copy. Also the Plaintiffs and Division agree to provide the Court with a Bench Copy of all pleadings and amended pleadings.
6. By September 6, 2016, counsel for the Division and Plaintiffs will serve the Court with legal memoranda addressing any complex legal issue which may be raised during the course of the hearing. Citations for legal authorities will be provided but copies of cases will not be attached. Plaintiffs and the Division agree to provide the Court with a copy of the memorandum in Word format. When the Hearing begins, all undisputed Exhibits and Joint Exhibits will be marked "Full."
7. Plaintiffs shall conduct the deposition of National Grid pursuant to Rule 30(b)(6) on June 30, 2016, and shall file and serve any Amended Complaint against the Division on or before August 1, 2016.
8. For the period of time up to and including ten days after September 26, 2016, the Division shall not allow National Grid to terminate nor shall the Division order to be terminated gas

and electric utility service for nonpayment to the residences of the individual Plaintiffs or any customers covered by paragraphs 6 and/or 22 of the Consent Order between Plaintiffs and National Grid on April 26, 2016 (hereinafter "the Grid Consent Order"), which is further clarified herein to include the following:

- a. All consumer households holding the designation of "medically protected" on or after July 6, 2015, including consumers holding the National Grid designation of "life support";
 - b. All consumer households who submitted to National Grid the completed forms necessary to be designated as "medically protected" on or after July 6, 2015 but who did not receive such designation by National Grid through error; and
 - c. All consumer households who, subsequent to April 26, 2016 have submitted or do hereafter submit to National Grid the completed forms necessary to be coded as seriously ill or handicapped.
9. No household subject to paragraphs 6 and/or 22 of the Grid Consent Order which submits a licensed physician's certification of serious illness shall be subject to termination of utility service during the period of time up to and including ten days after September 26, 2016, regardless of whether such household requests that DPU conduct a hearing to determine its eligibility for continued exemption from termination.
10. National Grid may continue the petitioning process for customers claiming handicap status and the Division may receive them and may open administrative files thereon, but all agency proceedings, including but not limited to informal reviews and formal hearings, shall be stayed until ten days after September 26, 2016.
11. Any and all requests from utility consumers subject to paragraphs 6 and/or 22 of the Grid

CERTIFICATE OF SERVICE

I hereby certify that, on the 14th day of June, 2016:

X I filed and served this document through the electronic filing system on counsel of record in the above-captioned action. This document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

/s/ Marissa Janton

Signed

STATE OF RHODE ISLAND
PROVIDENCE, SC

SUPERIOR COURT

LAURA BENNETT, et al.,

Plaintiffs,

v.

THOMAS F. AHERN, in his official capacity as
the Administrator of the State of Rhode Island
Division of Public Utilities and Carriers, et al.,

Defendants.

CIVIL ACTION NO: PC-15-4214

CONSENT ORDER BY AND AMONG ALL PARTIES

This Consent Order is made and entered into effective as of April 26 2016 by and among The Narragansett Electric Company d/b/a National Grid ("National Grid"), and the Division of Public Utilities and Carriers, Thomas F. Ahern, in his official capacity as Administrator of the State of Rhode Island Division of Public Utilities and Carriers, James E. Lanni, in his official capacity as Associate Administrator of the State of Rhode Island Division of Public Utilities and Carriers, and the State of Rhode Island and Providence Plantations by and through the Division of Public Utilities and Carriers (collectively, the "Division"), and, with the respect to Paragraph 3 alone, the Division and Plaintiffs.

WHEREAS, Plaintiffs filed the instant suit against both the Division and National Grid on or about September 26, 2015; and

WHEREAS, National Grid has reached an agreement to settle its dispute with Plaintiffs pursuant to a Consent Order between Plaintiffs and National Grid, which is attached hereto.

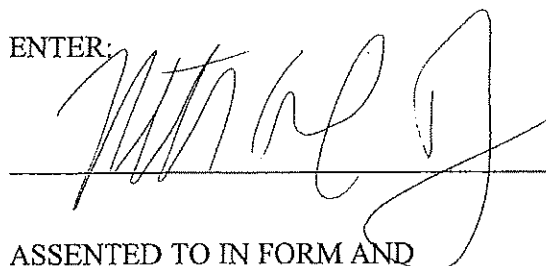
NOW, THEREFORE, the parties to this Agreement mutually agree and contract with each other as follows:

1. The Division will not hold National Grid, including but not limited to its shareholders, officers, directors, employees, parent companies, affiliates, successors, predecessors and assigns (collectively, together with National Grid, referred to herein as the "National Grid Parties"), responsible for any incremental bad debt while National Grid executes the provisions of ¶¶ 16-23 of the Consent Order between Plaintiffs and National Grid over the eight week period (plus the 21 additional days for seriously ill customers), beginning on or about May 2, 2016, as described in ¶¶ 16-23 of such Consent Order. In addition, the Division will not impose any fines, penalties, or sanctions on, or take any adverse action against, any of the National Grid Parties for suspending or postponing any terminations previously authorized, directed, or ordered by the Division, or pending Division authorization, direction or order as of the date of the Consent Order between Plaintiffs and National Grid, as a result of National Grid executing the provisions of ¶¶ 16-23 of the Consent Order between Plaintiffs and National Grid. The above language shall not prohibit the Division from initiating an investigatory docket to exercise all rights conferred by statute or from taking any position in any future rate case before the Commission except for relief as to the aforementioned incremental bad debt.

2. National Grid will report to the Division the balance of the individuals total arrearages that are subject to the re-notification process under the Consent Order as of May 1, 2016 and the balance of the same individuals' total arrearages after National Grid completes the implementation of ¶¶ 16-23 of the Consent Order. National Grid will also report to the Division the methodology it will use to measure the incremental bad debt that may accrue due to the implementation of ¶¶ 16-23 of the Consent Order.

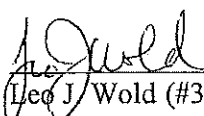
3. The Division and the Plaintiffs reserve all claims and defenses in this action against each other, provided however that the Division agrees that it shall not assert the provisions of the aforesaid Consent Order or the Plaintiffs' and National Grid's entry into it as a basis for dismissal or limitation of Plaintiffs' claims against the Division.

ENTER:



ASSENTED TO IN FORM AND
SUBSTANCE

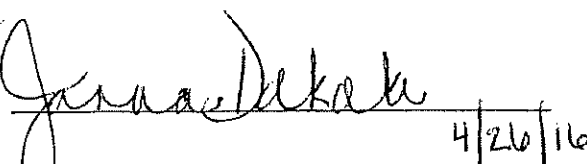
On Behalf of the Division



Leo J. Wold (#3613)
Thomas A. Palombo (#4212)
Department of Attorney General
150 South Main Street
Providence, RI 02903
Tel: 401-274-4400, ext 2218
Email: lwold@riag.ri.gov
tpalumbo@riag.ri.gov

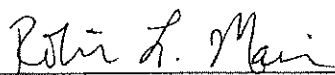
Dated: April 26th, 2016

PER ORDER:



ASSENTED TO IN FORM AND
SUBSTANCE

On Behalf of Defendant The Narragansett
Electric Company d/b/a National Grid

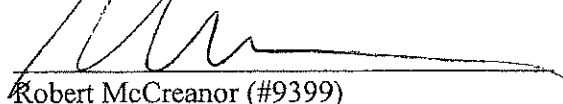


Gerald J. Petros (#2931)
Robin L. Main (#4222)
Hinckley Allen & Snyder LLP
100 Westminster Street, Suite 1500
Providence, RI 02903
Tel: 401-274-2000
Fax: 401-277-9600
Email: gpetros@hinckleyallen.com
rmain@hinckleyallen.com

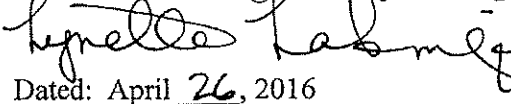
Dated: April 26, 2016

ASSENTED TO IN FORM AND
SUBSTANCE

On Behalf of Plaintiffs



Robert McCreanor (#9399)
Rhode Island Center for Justice
150 Washington Street
Providence, RI 02903
Tel: 401-491-1101 X801
Fax: 401-228-6780
Email: rmccreanor@centerforjustice.org



Dated: April 26, 2016

Case Number: PC-2015-4214
 Filed in Providence/Bristol County Superior Court
 Submitted: 1/25/2016 3:07:48 PM
 Envelope: 480299
 Reviewer: Alexa Goneconte

STATE OF RHODE ISLAND
 PROVIDENCE, SC

SUPERIOR COURT

LAURA BENNETT, et al.

vs.

THOMAS F. AHERN, in his official capacity as
 the Administrator of the State of Rhode Island
 Division of Public Utilities Carriers, et al.

C.A. No.: PC 2015-4214

STIPULATION

The Parties, the Plaintiffs, The Narragansett Electric Company d/b/a National Grid
 ("National Grid"), and the State Defendants agree as follows:

1. National Grid will restore gas and/or electric service to the customers at the residences listed on Exhibit 1 (the "Customers"). National Grid will not terminate electric or gas service to these Customers at these residences during the moratorium, which is expected to continue until April 15, 2016, and perhaps longer if extended. National Grid will give priority to restoring service to the following customers as requested by the Center for Justice ("CFJ"): Candida A. Iniguez, Amanda Jordan, Francis Castle, Johanna E. Feliz, Nicole Cruz, Prince K. Dadeah, Raul Pacheco, and Ruth E. Cordero. This stipulation applies only to the residences listed on Exhibit 1;
2. National Grid will work to restore the Customers' terminated services as soon as possible and shall provide periodic updates to the CFJ on the restorations;
3. If the CFJ is able to contact any of the 35 persons from the chart of "medically protected" terminated customers listed on Exhibit 2 who they have not been able to contact as of November 25, 2015, National Grid will restore gas and/or electric service, as applicable, if such

“medically protected” customer is still without service and situated similarly to the Customers;

4. If the CFJ identifies any additional residences not listed on Exhibit 2 whose gas and/or electric service was terminated on or after July 6, 2015 and, at the time of termination, was designated as “medically protected” by National Grid, National Grid will restore gas and/or electric service, as applicable, if such “medically protected” customer is still at the residence without service and situated similarly to the Customers;

5. The CFJ will pursue in good faith funds from various sources, such as, but not limited to, grant programs, charities and the Low Income Home Energy Assistance Program, for a minimum 15% down payment to National Grid on the Customers’ arrearage and for ongoing monthly payments. For each customer for whom service is restored, CFJ will identify in writing what efforts CFJ undertook to obtain funds from the various sources including, but not limited to, the request made, the date of the request, program contacted and program response, in order to make the 15% down payment to National Grid on the Customers’ arrearage and for ongoing monthly payments. Where funding requests may only be made directly by the utility consumer, the CFJ will direct consumers to such sources of assistance and make note of all such referrals. Upon request, Defendant National Grid will make a good faith effort to provide CFJ with information and documents necessary for processing applications for assistance.

6. The CFJ will pursue in good faith a commitment from each Customer for a payment plan for the National Grid services. For each Customer for whom service is restored, the CFJ will make all reasonable efforts to provide a written description to the Division of the terms under which each Customer proposes to enter into a payment plan with National Grid, including, but not limited to, the proposed down payment, monthly payment, and payment plan term; and

7. Nothing in this Stipulation shall in any way relieve any Customer of liability for incurred utility service.

THE PLAINTIFFS

/s/ Robert McCreanor
Robert McCreanor (#9399)
Rhode Island Center for Justice
150 Washington Street
Providence, RI 02903
(401) 491-1101 x 801
(401) 228-6780

/s/ Lynette Labinger
Lynette Labinger, (#1645)
Roney & Labinger LLP
344 Wickenden Street
Providence, RI 02903
(401) 421-9794

THOMAS F. AHERN, in his official capacity as Administrator of the State of Rhode Island Division of Public Utilities and Carriers, JAMES E. LANNI, in his official capacity as Associate Administrator of the State of Rhode Island Division of Public Utilities and Carriers, STATE OF RHODE ISLAND DIVISION OF PUBLIC UTILITIES AND CARRIERS, STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS by and Through the DIVISION OF PUBLIC UTILITIES AND CARRIERS

By their attorneys,

PETER F. KILMARTIN
ATTORNEY GENERAL
/s/ Leo J. Wold
Leo J. Wold, Bar No. 3613

Case Number: PC-2015-4214
Filed in: Providence/Bristol County Superior Court
Submitted: 1/25/2016 3:07:48 PM
Envelope: 480299
Reviewer: Alexa Goneconte

Assistant Attorney General
Department of Attorney General
150 South Main Street
Providence, RI 02903
401-274-4400, ext. 2218

/s/ Thomas A. Palombo
Thomas A. Palombo, Bar No. 4212
Assistant Attorney General
Department of Attorney General
150 South Main Street
Providence, RI 02903
401-274-4400, ext. 2296

Case Number: PC-2015-4214
Filed in Providence/Bristol County Superior Court
Submitted: 1/25/2016 3:07:48 PM
Envelope: 480299
Reviewer: Alexa Goneconte

The Narragansett Electric Company
d/b/a National Grid

By its Attorneys,

/s/ Gerald J. Petros
Gerald J. Petros (#2931)
Robin L. Main (#4222)
Hinckley, Allen & Snyder LLP
100 Westminster Street, Suite 1500
Providence, RI 02903
(401) 274-2000
(401) 277-9600 (fax)

**STATE OF RHODE ISLAND
PROVIDENCE, SC**

SUPERIOR COURT

LAURA BENNETT, et al.,

CIVIL ACTION NO: PC-2015-4214

v.

THOMAS F. AHERN, in his official capacity as
the Administrator of the State of Rhode Island
Division of Public Utilities and Carriers, et al.,

ORDER

This matter came before the Honorable Netti C. Vogel, Associate Justice, on October 5, 2015, upon Plaintiffs' Motion for Temporary Restraining Order and Defendants' Objections thereto. All parties were represented by counsel and presented written and oral argument and exhibits in support of their respective positions. After conference thereon, and over the objection of Defendants, the Court finds that the potential irreparable harm to Plaintiffs is so significant on balance and the issues are so complex on balance that the Court requires more time for consideration of the issues set forth in the parties' motion and opposition papers, and, therefore, without making a finding on the merits and in the exercise of its discretion and equitable jurisdiction, the Court issues the following temporary relief.

Accordingly, it is hereby:

ORDERED, ADJUDGED AND DECREED

1. Defendant Narragansett Electric Company d/b/a National Grid ("National Grid"), its agents, servants, employees and all persons acting under its authority and in concert with it, are temporarily restrained from terminating electric and gas utility service to the

household of each of the named Plaintiffs Laura Bennett, Shane Ward, Penny Medeiros and Albert Mucci, Jr., and are ordered to immediately restore electric utility service to the household of Plaintiff Ramon Rodriguez.

2. Defendants Thomas Ahern and James E. Lanni, in their official capacities, and the Rhode Island Division of Public Utilities and Carriers, their agents, servants, and employees and all persons acting under its authority and in concert with them, are temporarily restrained from directing, ordering or causing Defendant National Grid to terminate electric service to Plaintiff Rodriguez and electric and gas utility service to the households of the other aforesaid plaintiffs in violation of the terms set forth above.
3. This Order shall remain in full force and effect until the Court's status conference on this matter, scheduled for November 16, 2015 at 9:30 am, at which time it will terminate and be of no further force and effect unless extended by the Court.
4. Any supplemental submissions shall be filed on or before October 26, 2015.
5. Upon the filing of a motion or other notice of an application by any party for assignment for decision by a Justice of the Superior Court in an action relating to utility service termination and/or restoration that has been filed by Plaintiffs' counsel, Plaintiffs' counsel shall notify Justice Vogel and counsel for the parties by e-mail.
6. This matter shall be set for status conference on November 16, 2015 at 9:30 am.

Entered as the Order of the Court this ___ day of October, 2015 nunc pro tunc to October 5, 2015.

By Order

/s/ Janna Dakake
Clerk 11/5/15

Enter: /s/ Netti C. Vogel

PRESENTED BY:

/s/ Robert McCreanor
Robert McCreanor (#9399)
Rhode Island Center for Justice
150 Washington Street
Providence, RI 02903
(401) 491-1101 x 801
(401) 228-6780 (f)
rmccreanor@centerforjustice.org

/s/ Lynette Labinger
Lynette Labinger, (#1645)
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CERTIFICATE OF SERVICE

I hereby certify that, on the 7th day of October, 2015:

X I filed and served this document through the electronic filing system on counsel of record in the above-captioned action. The document electronically filed and served is available for viewing and/or downloading from the Rhode Island Judiciary's Electronic Filing System.

X I hereby certify that a copy of this document was also sent by e-mail to counsel of record.

/s/ Robert McCreanor
Robert McCreanor (#9399)
Rhode Island Center for Justice

Signed

**STATE OF RHODE ISLAND
PROVIDENCE, SC**

SUPERIOR COURT

LAURA BENNETT, et al.,

CIVIL ACTION NO: PC-15-4214

Plaintiffs,

v.

THOMAS F. AHERN, in his official capacity as
the Administrator of the State of Rhode Island
Division of Public Utilities and Carriers, et al.,

Defendants.

**CONSENT ORDER BETWEEN THE NARRAGANSETT ELECTRIC COMPANY d/b/a
NATIONAL GRID AND PLAINTIFFS**

Now come the Plaintiffs and Defendant The Narragansett Electric Company d/b/a National Grid ("National Grid"), hereinafter referred to as the "parties," who hereby agree to the entry of this Consent Order as follows:

WHEREAS, this action was commenced against the State of Rhode Island by and through its Division of Public Utilities and Carriers and its Administrator (collectively, the "Division") and National Grid to seek injunctive and declaratory relief pursuant to regulations of the Public Utilities Commission, 42 U.S.C. § 1983, and federal and state laws prohibiting discrimination against persons with disabilities;

WHEREAS, Plaintiffs have sought to proceed on behalf of a class of all similarly situated persons and have sought, among other things, interim injunctive relief for the class;

WHEREAS, National Grid has denied any and all claims of wrongdoing asserted by Plaintiffs, has denied Plaintiffs' standing to proceed or to represent a class of similarly situated persons;

WHEREAS, no finding of liability has been made;

WHEREAS, the parties wish to avoid the expense and disruption of litigation on the issues presented in this litigation as they relate to National Grid, and are prepared to settle their

differences without admitting any fault or liability;

WHEREAS, National Grid is prepared to comply with the terms set forth hereinafter as to all persons described herein without the need to resolve the issue of class action status;

WHEREAS, Plaintiffs are prepared to enter the agreement without resolving any issues of liability or the right to proceed as a class as to their claims against National Grid based upon the parties' agreement that the within Order shall be enforceable on behalf of the persons described herein notwithstanding the absence of class certification; and

WHEREAS, the parties are prepared to enter the agreement in recognition and upon the express conditions that Plaintiffs' claims against the Division will proceed, that the entry of this agreement by Plaintiffs shall not impair or prejudice Plaintiffs' ability to proceed with their claims as to the Division, which claims have not been decided and are expressly reserved, and that National Grid shall not be subject to fines, penalties, or other sanctions imposed by the Division for entering into this agreement and/or carrying out National Grid's obligations set forth herein.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. National Grid shall maintain a training program for all customer service representatives serving Rhode Island consumer households which will include at least twice annual training sessions, the substance of which will consist of the specific policies and practices set forth in ¶¶ 5, 6, 8, 9, 10, 12, 13 and 15 below.
2. For the two year period following the execution of this Consent Order, Plaintiffs' counsel may provide to National Grid any customer, consumer and consumer advocate complaints regarding the provision of misinformation relating to the substance of the Rules and Regulations Governing Residential Electric, Gas and Water Utility Service ("Rules and Regulations") and/or the pertinent terms of this Consent Order by National Grid customer service representatives for review and investigation. National Grid's counsel shall report to Plaintiffs' counsel within a reasonable period of time the steps taken to review, investigate and resolve the same. Plaintiffs' counsel agrees to take all reasonable steps to protect the confidentiality of any and all customer information supplied by National Grid or supplied by National Grid's customers to Plaintiffs' counsel.
3. Each quarter for the two year period immediately following the execution of this Consent Order, Plaintiffs' counsel shall furnish a written report to National Grid's counsel which will include those customer, consumer and consumer advocate complaints that Plaintiffs' counsel asserts were not properly resolved by National Grid. In response to this report, National Grid will investigate and, where it reasonably deems appropriate, in its sole discretion, take action to ensure compliance with the Rules and Regulations and this Consent Order. National Grid will report to Plaintiffs' counsel regarding the resolution of these complaints, including, when applicable, the necessary and relevant steps taken to ensure compliance with the Rules and Regulations and the terms of this Consent Order. Plaintiffs' counsel agrees to take all reasonable steps to protect the confidentiality of any

and all customer information supplied by National Grid or supplied by National Grid's customers to Plaintiffs' counsel.

4. Once a month, National Grid shall send its in-person customer service representative to a community location designated by Plaintiffs' counsel provided that Plaintiffs' counsel takes all reasonable steps to assure National Grid that 15 or more customers or consumers needing National Grid assistance will be present at the location.
5. National Grid will continue to take steps reasonably designed to identify households in which any resident is handicapped and/or seriously ill. Customer service representatives shall be trained to inquire of residential utility consumers as to the presence of seriously ill and handicapped individuals in the consumer's household when consumers raise a health related issue in communications with National Grid.
6. Upon report of any medical condition or disability affecting a consumer household member, National Grid shall provide to said household all forms necessary to seek protection from termination based on Part III Section 3(B)(1) and Part III Section 3 (E)(4), as well as a written explanation of the steps necessary to do so. These same forms will be publicly available on National Grid's website and customers may submit them to National Grid by hand, U.S. mail, overnight courier service (e.g. Federal Express), facsimile or e-mail.
7. The forms referenced in ¶ 6 shall include a serious illness certification form to be completed by a licensed physician and an affidavit for handicapped protection to be completed by the utility customer of record.
8. Customers may contact National Grid in writing or by telephone to authorize a third-party to speak on the customer's behalf.
9. Upon submission of both a satisfactorily completed serious illness certification and affidavit of disability for handicapped protection, along with either a physician certification of handicap or other proof of handicap, a consumer household shall be designated both seriously ill and handicapped.
10. Upon submission by a consumer household to National Grid of a deficient serious illness certification or deficient affidavit of disability for handicapped protection, National Grid shall endeavor to communicate with the consumer household by reasonably efficient means, including telephone, electronic correspondence and facsimile, to identify the deficiency and allow for submission of a corrected form if possible.
11. Prior to requesting permission from the Division to terminate utility service to a handicapped status consumer household, National Grid shall notify said household of National Grid's intent to submit such request to the Division and of the consumer household's right to seek a payment arrangement through communications with National Grid, including a discussion of the household's particular circumstances.

12. In evaluating a handicapped status customer's request for payment arrangements, National Grid shall make an individualized assessment as to whether such request is just and equitable and may consider factors including, but not limited to, the following:
- a. Payment history;
 - b. changes in household composition and/or income;
 - c. demonstrated efforts to obtain financial assistance to satisfy arrears; and/or
 - d. other identifiable hardship

Nothing herein shall preclude National Grid from determining, on an individualized basis, that a just and equitable payment arrangement for a handicapped consumer household is consistent with one or more of the residential payment plans set forth in Part V of the Rules and Regulations. The parties further recognize that the determination set forth herein is subject to Part III, Section 3(E)(4) of the Rules and Regulations.

13. A handicapped status consumer household enrolled in any arrearage repayment plan shall also be required to pay for current usage through National Grid's "budget billing" program. Nothing in this Consent Order shall affect a consumer household's eligibility for enrollment in the Arrearage Forgiveness Plan ("Henry Shelton Act") or for repayment terms as may be promulgated by the Public Utilities Commission or the Division.
14. Upon approval by the Division of National Grid's petition for permission to terminate utility service to a handicapped status consumer household but prior to termination of utility service, National Grid shall provide a notice which shall clearly and precisely state the date on or, within a reasonable time after which, service will be terminated for failure to pay outstanding arrears unless the consumer household takes the additional steps necessary to avoid termination as described in the notice.
15. Upon receipt of a sufficiently completed serious illness certification, National Grid shall not terminate any utility service to the subject household for non-payment for at least 21 days from the date of certification.
16. Beginning on or about May 2, 2016, National Grid shall distribute to all customer households currently designated as "medically protected" the forms referenced in ¶ 6 above along with a cover letter explaining the necessity for all "medically protected" consumer households to be reclassified according to the Rules and Regulations and the steps necessary for households to seek continued protection based on medical conditions.
17. National Grid shall allow each "medically protected" consumer household 35 days to receive, complete and return the written communications referenced in ¶ 16 in order to seek serious illness and/or handicap protection.
18. In the event that serious illness certification is made by a licensed physician via telephone within the 35 day period referenced in ¶ 17, National Grid shall inform the physician that he or she must forward to the public utility within 7 days a written certification indicating

the name and address of the seriously ill person, the nature of the illness and its likely duration.

19. In the event National Grid determines a submitted serious illness or handicapped form to be deficient, National Grid shall inform the customer of such in writing and allow 7 days for the consumer to submit a sufficiently completed form.
20. Upon receipt of a sufficiently completed serious illness and/or handicapped form, National Grid shall inform the consumer household of its designation as seriously ill and/or handicapped status in writing along with other such information as is required by the Rules and Regulations.
21. After following the procedures set forth in ¶¶ 16-20, National Grid is not required to re-petition the Division to approve the termination of any handicapped status consumer household for which the Division has already approved termination and such termination has not yet occurred unless otherwise ordered by the Division. National Grid will inform all such customers of the date on or, within a reasonable time after which, service will be terminated for failure to pay outstanding arrears unless the consumer household takes the additional steps necessary to avoid termination. Upon request by such handicapped status consumer household for a payment arrangement, National Grid shall make an individualized assessment as to whether such request is just and equitable consistent with the terms of ¶ 12. Nothing herein shall constitute a waiver of Plaintiffs' claims against the Division related to the Division's determinations of said petitions, notwithstanding that the determinations may have occurred before the date of this Order.
22. National Grid shall not terminate utility service for nonpayment to any household holding the designation of "medically protected" on or after July 6, 2015 prior to complying with the procedures set forth in ¶¶ 16-20, and in no event prior to the expiration of the 8 week (plus the 21 additional days for seriously ill customers) period applicable to that household.
23. The procedures and commitments set forth in ¶¶ 16-20 shall apply only to the maximum 8 week time period provided to each household holding the designation of "medically protected" on or after July 6, 2015 necessary to seek serious illness and/or handicap protection. The parties recognize that the beginning and end date of this 8 week time period may vary among households depending on when National Grid sends the written communications referenced in ¶ 16 to that particular household.
24. Notwithstanding the suspension of terminations pursuant to ¶ 22, National Grid may request payment of all charges and arrears as due from all consumer households.
25. National Grid shall furnish to Plaintiffs' counsel a list of all consumer households referenced in ¶ 22 with available addresses and telephone numbers no later than seven days after communicating with the applicable households pursuant to ¶ 16. Plaintiffs' counsel shall make good faith efforts to assist National Grid in communicating with consumer households for the purpose of assuring receipt, completion and timely

submission of the forms referenced in ¶ 6. Plaintiffs' counsel agrees to take all reasonable steps to protect the confidentiality of any and all customer information supplied by National Grid.

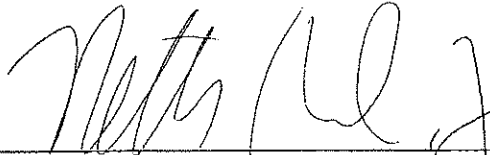
26. Plaintiffs' counsel, at their own expense, will in good faith encourage consumer households, previously designated as "medically protected" and subject to the temporary suspension of termination provision herein, with whom Plaintiffs' counsel has or may communicate, to pursue and comply with a payment plan for the National Grid services.
27. The obligations of Plaintiffs' counsel pursuant to ¶¶ 25-26 shall only apply to the 8 week time period described in ¶ 23 above and shall not require Plaintiffs' counsel to acquire additional staffing resources.
28. The parties acknowledge that the obligations set forth herein may be superseded by future amendment or change to either R.I. Gen. Laws Chapter 39-1.1 or the Rules and Regulations that create obligations or benefits that differ from or conflict with the specific terms set forth in this Consent Order. If any future amendment or change to either R.I. Gen. Laws Chapter 39-1.1 or the Rules and Regulations create obligations or benefits that differ from or conflict with the specific terms set forth in this Consent Order, or are interpreted by a party to do so, the parties shall notify each other no less than thirty (30) days before the date that said party intends to cease compliance with this Consent Order, or, if the party has been provided less than thirty (30) days to comply, such shorter period, in order to permit the parties to meet and confer in accordance with the provisions of paragraph 29 and, if any party objects, to seek judicial intervention thereon. No party herein waives its right to challenge the legality or application of such new Rules and Regulations by any other party.
29. Upon breach, including notice of intended breach of or noncompliance with this Consent Order by any party, the aggrieved party shall provide written notice to opposing counsel and afford the alleged breaching party opportunity to cure. Prior to seeking judicial intervention to address an alleged breach hereof in this or any future legal action, the parties shall meet and confer for the purpose of resolving the dispute.
30. Upon the execution of this Consent Order, Plaintiffs shall move the Superior Court pursuant to Rhode Superior Court Rule of Civil Procedure 41(a)(2) to dismiss their claims against National Grid with prejudice, provided, however, in accordance with said Rule 41(a)(2), that said dismissal shall be conditioned upon the parties' adherence to the terms and conditions of the within Consent Order and upon the Court retaining jurisdiction to enforce the terms of this Consent Order.
31. In the event that any named Plaintiff is unavailable to enforce this Consent Order in this or a future proceeding, National Grid shall waive any and all standing objections to the enforcement of this Consent Order in the Superior Court by the named plaintiffs, notwithstanding that said plaintiffs are not directly affected by the alleged breach, and including assent to the addition or substitution of similar status individual plaintiffs as are necessary to enforce its terms.

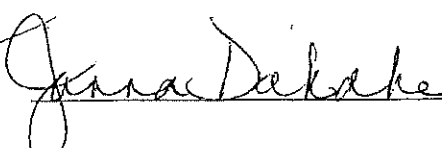
32. Within a reasonable time after the execution of this Consent Order, Plaintiffs and National Grid will work together reasonably and cooperatively to draft a mutually acceptable joint statement regarding the parties' resolution of this litigation.

ENTERED as an Order of this Honorable Court this 26 day of April, 2016.

ENTER:

PER ORDER:





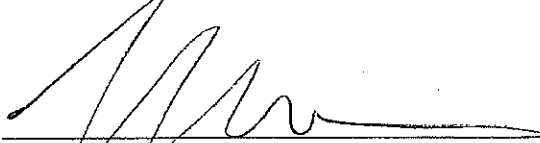
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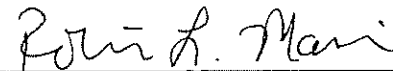
On Behalf of Plaintiffs

On Behalf of Defendant The Narragansett
Electric Company d/b/a National Grid



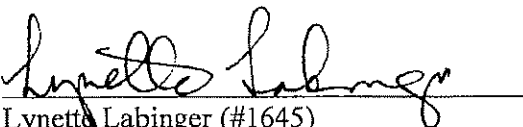
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Dated: April 26, 2016

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