

November 5, 2018

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Clerk
Rhode Island Division of Public Utilities and Carriers
89 Jefferson Boulevard
Warwick, RI 02888

RE: Docket No. D-17-45 - In Re: Review of National Grid (Narragansett Electric) Storm Preparedness and Restoration Efforts Related to the October 29-30, 2017 Storm Settlement Agreement

Dear Ms. Massaro:

Enclosed for filing is an original and four copies of the fully executed Settlement Agreement between The Narragansett Electric Company d/b/a National Grid and the Rhode Island Division of Public Utilities and Carriers Staff Advocacy Section relating to the above-referenced docket.

Thank you for your attention to this transmittal. If you have any questions, please contact me at 781-907-2153.

Very truly yours,



Celia B. O'Brien

Enclosures

cc: Docket No. D-17-45 Service List
Macky McCleary, Administrator
Kevin Lynch
Jonathan Schrag
Thomas Kogut
Christy Hetherington, Esq.

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate was electronically transmitted to the individuals listed below.

The paper copies of this filing are being hand delivered to the Rhode Island Division of Public Utilities and Carriers.

Joanne M. Scanlon

November 5, 2018
Date

**Docket No. D-17-45 – National Grid – Storm Fund
Service List as of 11/5/18**

Name/Address	E-mail	Phone
Celia B. O'Brien, Esq. National Grid 280 Melrose St. Providence, RI 02907	Celia.obrien@nationalgrid.com ;	781-907-2153
	Joanne.scanlon@nationalgrid.com ;	
	Robert.humm@nationalgrid.com ;	
Christy Hetherington, Esq. Dept. of Attorney General 150 South Main St. Providence, RI 02903	CHetherington@riag.ri.gov ;	401-274-4400
	Dmacrae@riag.ri.gov ;	
	jmunoz@riag.ri.gov ;	
Kevin Lynch, Deputy Administrator Division of Public Utilities & Carriers	Kevin.lynch@dpuc.ri.gov ;	
	John.bell@dpuc.ri.gov ;	
	Jonathan.schrag@dpuc.ri.gov ;	
	Macky.McCleary@dpuc.ri.gov ;	
Greg Booth Robin Blanton Linda Kushner David Taylor	Gbooth@powerservices.com ;	
	Rblanton@powerservices.com ;	
	Lkushner@powerservices.com ;	
	Dtaylor@powerservices.com ;	
File an original & 4 copies w/: Luly E. Massaro, Clerk Division of Public Utilities & Carriers 89 Jefferson Blvd. Warwick, RI 02888	Luly.massaro@puc.ri.gov ;	401-780-2107
	John.Spirito@dpuc.ri.gov ;	
	Thomas.Kogut@dpuc.ri.gov ;	

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DIVISION OF PUBLIC UTILITIES AND CARRIERS**

_____)	
In Re: Review of National Grid)	Docket No. D-17-45
(Narragansett Electric) Storm)	
Preparedness and Restoration Efforts)	
Related to the October 29-30, 2017 Storm)	
_____)	

SETTLEMENT AGREEMENT

In accordance with Rule 1.27 of the Rules of Practice and Procedure of the Division of Public Utilities and Carriers, this Settlement Agreement is entered into this 5th day of November, 2018, by and between The Narragansett Electric Company d/b/a National Grid (the “Company”) and the Staff Advocacy Section of the Rhode Island Division of Public Utilities and Carriers (the “Division Advocacy Section”) (collectively referred to as the “Parties” and individually as a “Party”) in the above-captioned docket.

RECITALS:

WHEREAS, on November 1, 2017, the Division of Public Utilities and Carriers (the “Division”) opened an investigatory docket to review the Company’s preparation, performance, and management of the October 29-30, 2017 storm (the “Storm”);

WHEREAS, the Division Advocacy Section conducted an investigation and issued a report by its consultant, Gregory L. Booth, PE, PLS of PowerServices, Inc. (“PowerServices”), entitled “Review of National Grid Storm Preparedness and Restoration Efforts” dated March 14, 2018 (the “Report”);

WHEREAS, the Company submitted its initial response to the Report on March 26, 2018 (“Initial Response”) and its supplemental response to the Report on November 2, 2018 (“Supplemental Response”);

WHEREAS, after receipt of the Company’s Initial Response, the Division Advocacy Section engaged in discussions with the Company regarding the various issues raised in the investigation. As a result of these discussions, the Company has made certain commitments to improve service, and agreed to pay for the costs of the Report that was performed as part of the investigation. In light of these commitments by the Company, the Division Advocacy Section agrees that it is appropriate to conclude the review and investigation in this docket; and

WHEREAS, the Parties believe this Settlement Agreement is reasonable, in the public interest, and in accordance with law and regulatory policy.

NOW, THEREFORE, in consideration of the recitals hereto, the exchange of promises and covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged under seal, the Parties, intending to be legally bound, hereby agree as follows:

1. Implementation Plan

The Parties agree that the Company shall implement certain improvements to its Emergency Response Plan (“ERP”) and take actions to improve its preparedness and response to future major storm events. Specifically, the Parties agree that the Company shall implement the actions set forth below:

a. By November 16, 2018, the Company will provide the Division with a comprehensive update on the Predictive Outage Model tool for Rhode Island, which was made operational on June 1, 2018;

b. By November 16, 2018, the Company will develop a simplified classification table to be added to its ERP for the Division’s review and comment;

c. The Company will work together with the Division to derive a detailed storm restoration matrix and review the ranges and classification. By November 16, 2018, the Company will meet with the Division to discuss adjustments and enhancements to the ERP with the objective of developing a detailed storm restoration matrix by December 31, 2018;

d. The Company shall perform a root cause analysis to determine the breakdown in internal communications and processes that resulted during the Storm, including underestimation of restoration times, inadvertent uploading of incorrect “Estimated Times of Restoration” (“ETRs”), and multiple revisions to ETRs that may have served to confuse and frustrate customers. Concurrently, the Company shall incorporate a process to develop initial ETRs based on actual field assessments, rather than rely on default values generated by predictions. The Company shall develop an enhanced process of flowing accurate changes in the ETRs through public communications channels to mitigate potential customer frustrations and potential lack of confidence in the Company’s outage restoration process and estimates. The Company shall continue to leverage all forms of social media throughout a storm event, including further use of YouTube videos which may be prerecorded or live stream. By November 16, 2018, the Company will complete these actions and provide an update to the Division on these efforts;

e. The Company shall review its storm summary report format in light of the proposed enhancements recommended by PowerServices and present a new format to the Division for its review. By November 16, 2018, the Company will provide a draft of its revised storm summary report format for the Division’s review. Once the Company and the Division agree on the revised report format, the Company will use that format for subsequent major storm events;

f. To accommodate the Division’s strong interest in obtaining data regarding a storm event as soon as the data becomes available, the Company agrees to provide data to the Division as soon as available, with the Division’s express understanding that such data will be unvalidated and may not be accurate and the Company will provide the Division with the validated data as soon as it is available. The Company may seek confidential treatment for any unvalidated data. With respect to the time in which the Company must file responses to Division data requests in a storm review or investigation, the Company agrees to comply with the Division’s Rules of Practice and Procedure (815-RICR-00-00-1), particularly Rule 1.21.C.2; and

g. The Company agrees to provide a review of the mutual assistance and contractor acquisition process to the Division. By December 31, 2018, the Company will meet with the Division to present and discuss the results of the Company’s review of the mutual assistance and contractor acquisition process.

2. Company to Pay for Cost of Report by Contribution to the Storm Fund

The Division Advocacy Section shall provide a copy of the PowerServices invoice to the Company for all the work that PowerServices performed in the investigation, including without limitation, the preparation and associated costs of the investigation. The Company shall credit the Storm Contingency Fund (the "Storm Fund") in the amount of \$85,806.26 equal to the total cost of the investigation. This credit to the Storm Fund will be recorded upon Division approval of this Settlement Agreement. Customers will benefit from this Company credit to the Storm Fund as it will help replenish the Storm Fund, which at present has a negative fund balance.

3. Other Provisions

(a) Unless expressly stated herein, the making of this Settlement Agreement establishes no principles or precedents and may not be construed or cited as precedent in any future proceeding. The covenants contained in this Settlement Agreement are limited to the above-captioned docket only and shall not be deemed to foreclose any Party from taking any position or making any contention in any other docket, proceeding, or investigation.

(b) This Settlement Agreement is the result of settlement negotiations between the Parties. The content of those negotiations is privileged and all offers of settlement and discussions relating thereto are and shall be privileged, shall be without prejudice to the position of any Party, and are not to be used in any manner in connection with these or other proceedings involving any one or more of the Parties to this Settlement Agreement or otherwise. The agreement by a Party to the terms of this Settlement Agreement shall not be construed as an agreement as to any matter of fact or law for any other purpose.

(c) All prior discussions and agreements with respect to the subject matter hereof are merged in this Settlement Agreement, which alone constitutes the entire agreement

between the Parties as to its subject matter. This Settlement Agreement may not be amended, modified, or terminated except by a written agreement signed by both Parties, which specifically references this Settlement Agreement.

(d) This Settlement Agreement is submitted on the condition that it is approved in its entirety by the Division. In the event that the Division (i) rejects this Settlement Agreement in its entirety; (ii) fails to accept this Agreement as filed; or (iii) accepts this Settlement Agreement subject to conditions unacceptable to any Party hereto, then this Settlement Agreement shall be deemed withdrawn and shall be null and void in all respects, except this paragraph (d), and shall not constitute a part of the record in this or any proceeding or be used for any purpose, unless all Parties agree to Division modifications.

(e) Any number of counterparts of this Settlement Agreement may be executed, and each shall have the same force and effect as an original instrument, and as if all the parties to all the counterparts had signed the same instrument.

(f) The undersigned hereby attest on behalf of their respective organizations that this Settlement Agreement is reasonable, in the public interest, and in accordance with law and regulatory policy.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

Respectfully submitted,

THE NARRAGANSETT ELECTRIC COMPANY
d/b/a NATIONAL GRID

Date: November 5, 2018

By: 

Timothy F. Horan,
President

DIVISION OF PUBLIC UTILITIES AND
CARRIERS STAFF ADVOCACY SECTION

Date: November 1, 2018

By: 

Christy Hetherington
Special Assistant Attorney General