STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

IN RE: PETITION OF THE EPISCOPAL DIOCESE OF RHODE ISLAND FOR DISPUTE RESOLUTION : DOCKET NO. 4973

MEDIATOR'S RECOMMENDATIONS

I. Petition and Process

The Episcopal Diocese of Rhode Island (Diocese) seeks to develop two solar projects on its property in Glocester, Rhode Island. The Diocese, a nonprofit entity, intends to participate in net metering and allocate the net metering credits from the projects to various electric accounts associated with the Diocese. For purposes of this report, the two projects are called the Eastern Array and Western Array. The Diocese applied to The Narragansett Electric Company d/b/a National Grid (Narragansett) for interconnection of the Eastern Array and Western Array through separate interconnection applications.[1] A dispute arose between Narragansett and the Diocese that could not be resolved.[2]

On September 12, 2019, the Diocese filed a Petition with the Public Utilities Commission (Commission) for Dispute Resolution (Petition) pursuant to Section 9 of Narragansett's Standards for Interconnecting Distributed Generation (Tariff). The Diocese's Petition included six stated claims for dispute resolution and five specific requests for relief.[3] On September 27, 2019,

[1] The Eastern Array was assigned Case Number RI-25728432[1] by Narragansett. The Western Array was assigned Case Number 25674190[1] by Narragansett.

[2] On May 6, 2019, the Diocese commenced the first step of the dispute resolution process with Narragansett. Meetings and discussions were held between Narragansett staff and the Diocese through June 2019. On July 14, 2019, the Diocese requested the dispute resolution be elevated within Narragansett. Additional meetings were conducted through August 2019.

[3] Following discussion at the October 4, 2019 meeting during which the mediator opined that she could not provide a ruling on one of the claims, the Diocese filed a Declaratory Judgment petition which was docketed by the Commission as Docket No. 4981 – In re: Petition of the Episcopal Diocese of Rhode Island for Declaratory Judgment on Transmission System Costs and Related "Affected System Operator" Studies. A written ruling was issued in that matter on April 14, 2020. (Order No. 23811). On April 21, 2020, the Diocese filed a Petition for a Writ of Certiorari for review of that decision. No request for stay was made so the recommendations in this report assume the Commission's decision is valid.

Narragansett submitted a Response to the Petition. The Diocese and Narragansett agreed, pursuant to Section 9.2.b to engage the assistance of Commission staff (mediator). Meetings between the Diocese, Narragansett, and the mediator were held on October 4, 2019,[4] November 25, 2019, December 18, 2019, and February 24, 2020. The Diocese and Narragansett have provided responses to information requests to the mediator.

Despite an exchange of information and productive meetings, most of the issues between the Diocese and Narragansett remain unresolved.[5] The one issue that could be effectively mediated was addressed in a December 30, 2019 report to the Commission. The mediator has determined that the parties have reached an impasse on the remaining claims based on a disagreement of facts fundamental to the dispute. This report addresses those facts and makes recommended findings to the Commission for its review. In the event one or both of the parties disagree with the recommendations, the party(ies) may request, in writing, a Commission adjudication.[6]

II. Claims and Mediator's Recommendations

The Diocese submitted six claims for dispute resolution. Each is addressed below.

A. Conducting Impact Studies

The Diocese claimed that Narragansett failed to properly conduct its impact studies for the two projects by refusing to assess the best means of feasibly interconnecting the two projects. Further, the Diocese contended that Narragansett greatly exceeded the statutory deadline for conducting impact studies and improperly assessed costs for the issuance of the studies. After a review of the record, it appears Narragansett assessed the most feasible and inexpensive

[4] Under Section 9.2.b of the Standards for Connecting Distributed Generation (Tariff), the Dispute Resolution process was convened on October 4, 2019. At the October 4, 2019 meeting, after being advised that they parties could choose a third-party mediator or work with PUC staff, the parties agreed to work with staff, and specifically, with Cynthia Wilson-Frias.
[5] On December 30, 2019, the mediator advised the Commission of the progress made toward resolution of one issue in Claim 4.
[6] Section 9.3 of the Tariff.

interconnection path for both projects. While Narragansett's administration of the two applications was flawed in two respects, which likely caused some delay in processing, there was no evidence that the Diocese is now in a different position than it otherwise would have been absent these actions by Narragansett. Specifically, the Diocese's Western Array still would not be able to interconnect, and the Eastern Array would still need to be smaller and would still be subject to an affected system study.

1. The Diocese has not shown that Narragansett failed to properly conduct its impact studies for the two projects by refusing to assess the best means of feasibly interconnecting the two projects.

Narragansett issued an impact study on the Western Array. The impact study found that interconnection was not feasible. At the dispute resolution meetings, one of Narragansett's witnesses explained that due to the configuration of the substation and the load it is designed to handle, no system modification could be performed that would allow interconnection of a 3.84 MW project in a way that would ensure the safe and reliable operation of the system. The impact study reflected this situation.[7]

With respect to the Eastern Array, Narragansett commenced the study and after twenty business days, advised the Diocese that interconnection of the project could result in significant system modification costs. Narragansett provided the Diocese with the option to reduce the size of the project from 2.4 MW to 2.2 MW in order to avoid certain more costly modifications. Narragansett also identified three other potential interconnection options that it could study separately from this study. Subsequently, the Diocese commenced dispute resolution with Narragansett under Section 9.1 of the tariff. In September 2019, Narragansett agreed to provide a

[7] While the parties discussed the addition of storage as a potential solution for the Western Array, prior to the issuance of the impact study for the Western Array, Narragansett did not have a specific project to study. During the mediation, the parties collaborated on a potential design for a solar paired with storage solution, but the Diocese has since advised the mediator that the project would be cost prohibitive.

high-level review of the potential system modifications and costs for the alternative interconnection options. Just prior to Narragansett providing those high level (feasibility level) estimates, the Diocese filed the instant dispute resolution petition with the Commission and communication between the parties related to the dispute ceased.[8]

At the initial mediator's meeting, Narragansett provided the high level estimates and, a day later, forwarded them to the Diocese.[9] Each of the estimates was higher than interconnection through the Chopmist substation (the option studied). After the Diocese had been given an opportunity to review, question, investigate, and discuss these feasibility level solutions and estimates, the Diocese determined that they were either technically infeasible or not cost-effective.[10]

Based on the record, the mediator can find no basis for the claim that Narragansett did not study the best means of feasibility of interconnecting the two projects. The Western Array was studied as submitted at 3.84 MW and resulted in a finding that there was no feasible means of interconnection.[11] Not all projects will be able to interconnect to the system as designed. The distribution system in the area of the project has been designed to serve the load in the area. Only a certain number of system modifications can be performed while maintaining reliability in the

[8] Grid internal email (Sept. 12, 2019).
[9] Email from Kennedy to Burton (Oct. 4, 2019) (providing options to interconnection through the Nasonville substation and Putnam Pike).
[10] Diocese Letters from Burton to Wilson-Frias (Nov. 1, 2019 and Nov. 8, 2019) (Nasonville interconnection infeasible and unaffordable because the lines would have to be undergrounded between the end of Narragansett's service territory, through Pascoag's service territory, to the start of Narragansett's again).
[11] The Diocese's Petition stated, "[t]he Diocese has not stipulated a size of the Western Project; but the Diocese simply requested a study providing the largest size project that could be installed next to the Eastern project. The Diocese asked Narragansett to go ahead with the Impact study for the Western Project on that basis." In response to PUC 1-15, Narragansett explained that it studies a project based on the size provided in a completed application. In PUC 1-16, Narragansett represented that "the Diocese was provided the opportunity to reduce the size of the project but in August 2019, the Diocese requested Narragansett provide the impact study for the Western Project at the proposed size of 3.84 MW with no battery storage."

area. Short of adding a new point of interconnection to the transmission system, something that would be cost prohibitive, the Western Array cannot be interconnected.

The fact that the Western Array could not feasibly be interconnected to the circuit studied is irrelevant to whether Narragansett met the study requirements and deadlines in the tariff. Impact studies are not intended to make a project economically feasible, but to study the impact of the proposed project on the distribution system. No amount of system modifications could support the size of the projects. Nor could Narragansett run a new circuit to the substation without de-rating the other circuits. While the petition suggested an interest in storage, that option was not pursued prior to the filing of the Petition due to the technical issues that would need to be considered. Also, such a change to the proposed project from a solar-only to a solar paired with storage was a significant modification to the application and not within the scope of the initial study. To reiterate, there is nothing in the record to suggest Narragansett did not study the most cost-effective point of interconnection nor the most feasible manner of interconnection.

2. Whether Narragansett has violated statutory or tariff deadlines in conducting the impact studies for the Eastern and Western Arrays

There are material facts in dispute in this matter. The parties have each submitted a different timeline of events. In addition, the Diocese has posited that if Narragansett had met all deadlines, the project would have avoided the affected system operator study and would have had an interconnection services agreement over a year ago. Despite finding that there were problems with the administration of the study of these projects, the mediator disagrees with the Diocese's conclusions as to the effect of those problems.

After a review of the record, there are two areas of dispute: (1) whether Narragansett violated the tariff deadline for issuing a pre-application report; and (2) whether Narragansett unreasonably delayed providing the impact study by placing improper holds on the application

review, in violation of the tariff. While it appears certain actions on Narragansett's part resulted in some delay in processing, the record does not support a finding that the Diocese would be in a different position than it is now had those delays not occurred.

a. Preapplication Report

The tariff provides for a pre-application report to be issued within ten business days of its receipt. Narragansett's first preapplication report inaccurately advised that the projects would not in its service territory. The Diocese contends that because of this, Narragansett failed to meet the deadline and that such failure resulted in other distributed generation projects "getting ahead" of the project. The Diocese maintained that its queue position would have been different had it received its preapplication report in a timely manner. While it appears the administration of the pre-application report was flawed, the mediator cannot find support for this conclusion in the record.

Electronic mail communications show that the Diocese continued to move ahead with project design and application development despite the confusion caused during the pre-application stage. When the Diocese reached the point it needed the pre-application report as a pre-requisite to filing its application, it followed up with Narragansett and received one. Queue position is not achieved until the filing of a complete application. There is no indication that the Diocese would have been prepared to file a complete application any earlier than it did. Thus, it was not denied a better queue position because of the initial pre-application report.

The Diocese's project is in Narragansett's service territory, but it will be located on property that is served by both Narragansett and Pascoag Utility District. The Diocese originally submitted a pre-application request on September 20, 2017 and then on September 22, 2017, a revised one with an address in Pascoag, Rhode Island, but with a Narragansett account number

included. On September 26, 2017, Narragansett issued a pre-application report stating that the location was not in Narragansett's service territory. It appears the September 26, 2017 pre-application report was not fully completed after Narragansett determined that the project was not in its service territory. Several items appear to have been left unmarked.

One question is whether Narragansett should have known the project was located within its service territory. There is no franchise map between Narragansett's and Pascoag's service territory. Some buildings on the Diocese's property are served by Narragansett while others are served by Pascoag Utility District. Narragansett explained that when a customer applied for service at a location on the border of the two service territories, the distribution company that is closest usually serves the customer. In this case, Narragansett's screener should have consulted with Pascoag Utility District and with a supervisor to answer the question.

The screener did request additional information from the Diocese and, in an October 10, 2017 email, appeared to suggest that upon receipt of a site map, he would re-verify and match the proposed address, site map, and location. This would lead one to believe that no further follow-up would be required by the Diocese after submitting a map. The slope analysis map was provided on October 17, 2017. The slope analysis map provided by the Diocese did not show the location of the arrays, but rather, the availability of land upon which arrays could be constructed.[12]

The Diocese did not inquire about the status of a new pre-application report until December 5, 2017, twenty-four business days after it should have expected the revised report. Narragansett subsequently provided a revised pre-application report on December 19, 2017, within the ten-day response period. While it may not have been the responsibility of the Diocese to pursue the status of the pre-application report in light of the October 10, 2017 email, the delay by the Diocese in

[12] Recording of November 24, 2019 meeting.

seeking clarification suggests that receipt of the pre-application report was not of critical importance to development of the project. Rather, it was needed as a pre-requisite to filing the interconnection applications which were being prepared by an engineering firm as of December 5, 2017, even in the absence of the pre-application report.[13]

Based on these facts, while Narragansett's screener should have handled this matter better, the mediator cannot find that the Diocese was prejudiced by these actions. Despite the confusion with the pre-application report, as of December 5, 2017, the Diocese had moved forward with its plans and was still in the process of preparing its interconnection application with an engineering firm. It filed two applications, one on January 12, 2018 for the Western Array and one on January 13, 2018 for the Eastern Array. Those were accepted on January 17, 2018 and January 22, 2018, respectively, thus securing spots in the queue.[14,15] Given the fact that the Diocese was already preparing interconnection applications for the two projects in December 2017, there is nothing in the record to suggest that receipt of the pre-application report earlier in the process for a proposed 12 MW project would have led to an earlier filing of the application.

[13] The request for a pre-application report sought information for a 12 MW project. The Diocese submitted applications for two projects, one of which was originally sized at 3.84 MW array and the other a 2.4 MW array. In his December 5, 2017 email to Narragansett, Mr. Sellers stated, "my records aren't clear that you received the map of the parcel owned by the Diocese. We are focused on land in Glocester – the useable areas to the east and west of Reservoir Road. I understand from the map that you sent me that the three phase service is at the corner of Reservoir Road and Route 44, and that National Grid does, indeed service the property. Will you re-issue the pre-application report, or do we already have your response? We have hired an engineering firm and are preparing the Interconnection Application. We look forward to moving the project forward."

[14] During the mediation, Narragansett clarified that the queue position is secured when an application is deemed complete, something which it states occurred in March 2018. However, Narragansett did not attempt to adjust the queue position during the mediation.

[15] A comparison of the two pre-applications reports cannot be used to support the contention that other distribution projects "got ahead" of the Diocese's project. Both identified a different substation, feeder, and location to the nearest Narragansett Electric pole. As noted above, the September 2017 pre-application report did not appear to be completed. Narragansett also provided a listing of distributed generation on the feeders and transformers in the area which did not seem to support a "getting ahead" argument.

b. Impact Study

Impact studies are due to the customer within 90 business days of Narragansett receiving both the completed application and applicable impact study fee. The Diocese's applications were deemed complete on March 20, 2018. A feasibility study was conducted. Subsequently, the impact study agreement was sent to the Diocese on April 13, 2018. It was returned with payment on June 6, 2018. In the absence of any stopping of the clock by either the Diocese or Narragansett, the impact study would have been due on October 9, 2018.

As noted above, both Narragansett and the Diocese have provided timelines for consideration. Narragansett's timeline calculated that it took 94 days to provide the Diocese with an Impact Study on the Western Array, accounting for all holds placed on the study, a force majeure related to a gas outage on Aquidneck Island, and a mutually agreed extension of time. Narragansett calculated that it took 83 days to provide a draft Impact Study on the Eastern Array, again accounting for all holds, the force majeure, and a mutually agreed extension of time.[16] The Diocese's timeline only includes the hold that it requested.[17]

In Docket No. 4981, the PUC declined to rule that R.I. Gen. Laws § 39-26.3-3 was a fixed timeline that could not be extended by the placing of "holds" on an application to stop the running of the clock. The PUC noted that there is no statutory penalty for missing the deadline. Further, the PUC found that the ability to place "holds" on an account assists both the customer and Narragansett.[18] Therefore, holds are not per se violative of the tariff. Holds could, nonetheless violate the tariff if they are unreasonable and cause harm to the customer. While it appears one of

[16] Narragansett Response to PUC 1-17, Attachments 1-17 Supplemental.
[17] Letter and attachment from Sellers to Wilson-Frias (Feb. 27, 2020).
[18] The issue of whether Narragansett could put a hold on a project to await the results of the Affected System study has been ruled on by the PUC. Therefore, the current hold for the affected transmission system study is not addressed further in this report. Order No. 23811 (Apr. 14, 2020).

the holds was of an unreasonable duration, it cannot be shown that that hold put the Diocese in a materially different position than it otherwise would have been in. The project would still have had to be downsized and it would have likely still been subject to an affected system study.

Holds were placed on the studies by both parties. In one instance, the Diocese requested a hold be placed on the application when it needed to address local siting and permitting concerns.[19] This permitted the Diocese to make changes to the application and avoid certain payment deadlines while allowing it to keep its place in the queue. This hold was requested for eleven days. This brings the date to provide an impact study from October 9, 2018 to October 24, 2018.

Narragansett also placed the application on hold on several occasions to allow the Diocese to address deficiencies in its submissions while maintaining its place in the queue. According to Narragansett, prior to the current customer portal, "it was common practice to leave projects on hold until information received was approved or not approved by the Distribution Planning and Asset Management team."[20] For the most part, the record shows that when the Diocese's consultants uploaded new documentation, they received a response from Narragansett quickly, within just a few business days. Given the mechanisms in place at the time for providing and reviewing the information, this does not seem unreasonable. However, even under these conditions, the mediator suggests any period beyond seven business days between the submission of information and review by engineering would be unreasonable and should count against Narragansett's calculation of time under the tariff.

Narragansett placed a hold on both studies on July 31, 2018, the date of a twenty-business day review which showed that substation upgrades would be required. Narragansett indicated that it needed the Diocese to provide additional information related to the one-line diagrams, a Load

[19] This was not the only hold placed on the account at the request of the Diocese.
[20] Narragansett Response to PUC-3-2.

Rejection Over-Voltage letter from the manufacturer, and an updated site plan to address access road size. The communication to the Diocese also advised that there were high voltage issues on the circuit caused by the projects which may require downsizing.[21] On August 9, 2018, the Diocese's consultant advised Narragansett that the their engineering group was behind and inquired as to the timeframe available to submit the additional information.[22] On September 19, 2018, the Diocese uploaded documents responsive to the July 31, 2018 list.[23] On September 27, 2018, six business days later, Narragansett advised the Diocese that additional information was still required.[24] Additional documents were uploaded on October 11, 2018.[25] This hold does not appear unreasonable. This added fifty business days bringing the date to provide an impact study from October 24, 2018 to January 7, 2019.

i. Duration of October 11, 2018 Hold

Following the October 11, 2018 upload of documentation by the Diocese, on October 18, 2018, five business days later, Narragansett advised that the Western Array study was back in progress, but the Eastern Array was still on hold for additional updates. Inexplicably, it appears twenty-eight business days elapsed between the Diocese providing additional documentation and receiving a request from Narragansett for further clarification. During this period, the Diocese contacted Narragansett five times for updates.[26] It was not until November 20, 2018 when Narragansett provided the additional information required by engineering.[27] From the mediator's perspective, without additional explanation, this was an unreasonable amount of time for the

[21] Email from noreply@salesforce.com on behalf of Palumbo, Pamela to Sellers (July 31, 2018).
[22] Email from Biederman to Palumbo (Aug. 9, 2018).
[23] Email from Biederman to Palumbo (Sept. 19, 2018).
[24] Email from Palumbo to Biederman (Sept. 27, 2018).
[25] Email from Biederman to Palumbo (Oct. 11, 2018).
[26] Email from Biederman to Palumbo (Oct. 29, 2018); Emails from Beidler to Palumbo (Oct. 31, 2018, Nov.13, 2018, Nov. 15, 2018, Nov. 20, 2018).
[27] Palumbo Portal Message (Nov. 20, 2018); Email from Palumbo to Biederman (Nov. 20, 2018).

review of documents. Without feedback from engineering, the Diocese could not provide the information needed and at least some portion of it should count against Narragansett's calculation of time.

In response to the November 20, 2018 request for additional information, on January 23, 2019, forty-two business days later, the Diocese provided updated site plans and line diagrams for both the Western and Eastern Arrays. Narragansett called a force majeure period to respond to a gas outage on Aquidneck Island from January 22-28, 2019. On February 1, 2019, the January 23, 2019 submissions were sent to engineering for review and on February 12, 2019, seven business days later, the Diocese was advised that the study was back underway.

The mediator is aware from her work at the Commission that Narragansett was using electric personnel, including those from the distributed generation interconnection personnel, to provide support to the gas business to ensure the safety of residents on the island and restore service. The mediator is of the opinion that this was a cost-effective use of personnel between utility operations and was critical to the provisioning of safe and reliable service and would qualify as a reasonable force majeure event, tolling the calculation of timeframes. If the Commission agrees, then it does not appear that the delay between January 23, 2019 and February 1, 2019 is unreasonable. Following the February 1, 2019 transfer of information, it took engineering seven business days to review and re-commence the study. If the Commission does not agree that allowing the force majeure to toll the timeframes in the tariff is reasonable, then the calculation of time between January 23, 2019 and February 12, 2019 should be reduced by six business days (the time between submission and the transfer to engineering).

After February 12, 2019, the study progressed and on March 21, 2019, the date Narragansett calculated that the impact studies were due, Narragansett requested an extension of

time of unspecified duration from the Diocese to conduct detailed analysis. The Diocese agreed to the extension.[28] On April 14, 2019, Narragansett advised the Diocese that due to several issues that had arisen during the impact study, particularly related to the voltage analysis, the Diocese needed to decide if it wished to move forward with smaller sized projects.[29] A call was held between Narragansett's engineers and the Diocese's consultants on April 23, 2019 to discuss the results.[30]

On April 30, 2019, in response to an inquiry from the Diocese, Narragansett advised the Diocese that "the study has shown thus far that the projects you submitted cannot be supported as they stand" and that the Diocese needed to decide between two options provided on April 14, 2019. Further, "[t]he engineer cannot begin the short-circuit analysis until they know exactly what you would like to do." This result was consistent with the results of the twenty-business day review which suggested possible need to downsize the projects. Narragansett also advised that it could not finalize the Impact Studies without ISO-NE approval.[31] This hold began as a mutually agreed hold and continued as a result of the requirement that the projects be studied for their impact on the transmission system. Thus, this hold does not appear to have violated the tariff.

After reviewing the record of the various holds initiated by Narragansett, only the twenty-eight-business day delay on the Eastern Array between October 11, 2018 and November 20, 2018 was unreasonable. The question is whether there was harm to the Diocese resulting from this unreasonable delay. It took the Diocese forty-two business days to provide the updated information. Even assuming the complete information was provided by the Diocese twenty-eight

[28] Email from Pam Palumbo to Andrew Biederman (Mar. 21, 2019) "I want to update you on these cases, the Impact Studies are due today. The engineers doing the study will need several more days to complete the voltage analysis. They need to look at these in more detail. They would like to be able to relay accurate information." In a response on that same day, Mr. Biederman replied, "Thank you for the update. No problem."
[29] Email from Palumbo to Biederman (Apr. 17, 2019).
[30] Palumbo Portal Notation (Apr. 23, 2019).
[31] Email from Palumbo to Sellers (Apr. 30, 2019).

business days earlier than it was, and all other events took place as they did, the result of the studies would have still required a reduction in the size of the Eastern Array and a finding that the Western Array could not be feasibly interconnected.

After a determination that the project(s) would need to be downsized, the Diocese would have had to provide additional information to allow further study. Even subtracting the full twenty-eight-day delay, this would have all taken place after March 1, 2019.[32,33] Adding forty-two days would move the date to provide an impact study from January 7, 2019 to March 8, 2019,[34] ignoring the force majeure and not allowing any time for Narragansett to review the October 11, 2018 and post-October 11, 2018 submissions.

In short, the Diocese still would have had to reduce the project sizes and would still have been subject to the affected system study. Thus, although Narragansett's engineering department appears to have inexplicably taken a longer than expected time to review a set of documents between October 11, 2018 and November 20, 2018, that delay does not appear to have put the Diocese in a substantially different position than they otherwise would have been in.

[32] March 1, 2019 is the date Narragansett changed its process for submitting projects to ISO-NE earlier to respond to the fact that "ISO-NE began fairly consistently rejected [Generator Notification Forms] in late 2018, early 2019 for projects between 1 MW to 5 MW." (Narragansett Response to PUC 1-10). Narragansett later confirmed that it had not submitted a Generator Notification Form for either project. The Diocese has argued that the lack of a submitted Generator Notification Form means that (1) the projects were never categorized for study; and (2) that some party violated an ISO-NE tariff. This argument is irrelevant because the record shows that this project was included in a list of projects that New England Power Company was required by ISO-NE to study. Narragansett Responses to PUC 2-3, PUC 2-4. The Diocese has also argued that if Narragansett had not changed its policy, it would have been constructed already. However, the record reflected that there are projects with signed ISAs and construction in progress that have been delayed by the need for a transmission study which could add additional cost.

[33] This conclusion was based on the assumption that the Diocese would have taken the same amount of time from the clarification provided on November 20, 2018 and the date when complete updated site plans and line diagrams were uploaded which was on January 23, 2019, even if that clarification were provided on October 11, 2018 (the same day they were originally uploaded). It also assumes that all timelines and events after January 23, 2019 would have been the same (force majeure and mutual extension of time).

[34] The mediator does not quibble with Narragansett's calculation of a March 21, 2019 due date which is nine days later because it would be unreasonable not to allow any time for a review of documentation by engineering before lifting a hold.

Even if the mediator were to recommend the Commission find harm, as noted below, there the Commission lacks subject matter jurisdiction to order civil damages.

ii. Site Plan Deficiency (Applicable to all holds through January 23, 2019)

There was one deficiency in the application identified by Narragansett's engineers that caused confusion, namely the width of the access road onto the property from the last pole. The question is whether and how that delay affected Narragansett's review of the Diocese's application. With its application for an impact study, which study commenced on July 2, 2018, the Diocese had submitted one-line diagrams as well as a site plan that included a fifteen-foot-wide access road.[35] The engineering department included the width of the access road as the only deficiency to the site plan. There were, however, several deficiencies in the one-line diagrams which were listed in the twenty-day business review in a July 31, 2018 email to the Diocese. The applications were placed on hold to allow the Diocese to correct the deficiencies to both the one-line diagrams and site plan.

On September 19, 2018, the Diocese provided additional documentation. On September 27, 2018, the applications were again placed on hold while deficiencies in the one-lines were listed in an email. The list again included a reference to the width of the access road in the site plan. In response to the Diocese's October 3, 2018 request for clarification of the access road issue, Narragansett's representative provided a document and then, on October 5, 2018, stated that the access road should be fifteen feet wide. On October 11, 2018, the Diocese uploaded a new line diagram pack, site plan pack, a Load Rejection Over-Voltage letter from the manufacturer, and a

[35] The Diocese had returned the signed impact study agreement on June 6, 2018. It was countersigned on June 8, 2018. On June 14, the Diocese requested a hold on the study to address permitting issues with the Town of Glocester. The Diocese requested a lift on the hold on June 28, 2018. On July 2, 2018, the studies continued.

real versus apparent power letter for each application. The Western Array was put back into study and the Eastern Array was still on hold.

As noted in the previous section, on November 20, 2018, at least the Eastern Array study was still on hold due to the need for additional information on the one-lines and again, the width of the access road on the site plan. On December 6, 2018, Narragansett's representative finally asked for, and got the correct information from engineering that the right-of-way or access road needs to be eighteen feet wide and not fifteen feet wide. On January 23, 2018, the Diocese provided updated one-lines and site plans that were subsequently accepted as complete.[36]

Based on the series of events, while the width of the access road/right of way caused significant and unnecessary confusion for the customer (and its representatives), the width of the access road was not the only reason the study did not progress. There were a multitude of issues that needed to be addressed with the one-lines and those were not resolved until January 23, 2019. However, the record showed that even as late as May 2019, Narragansett was still providing incorrect information to customers/developers about the width of the access road/right of way necessary in site plans.[37] In this case, it does not seem to have mattered, but it is difficult to understand how Narragansett proved incapable of providing accurate information to its customers on something so basic as the width of the access road, a requirement that had been in place since 2014.

iii. Western Array Impact Study

On August 23, 2019, at the request of the Diocese, the Western Array impact study was finalized and provided to the Diocese. The result was a finding that the Western Array could not

[36] Narragansett was not processing any applications during the period January 22-28, 2019 due to a force majeure event caused by the Aquidneck Island gas outage.
[37] Rhode Island Distributed Generation Seminar Power Point Presentation (May 9, 2019).

be interconnected. Even by Narragansett's own calculations, the study was issued late - 94 days from the completed application to impact study instead of 90 days. Whether or not Narragansett exceeded the number of days in the tariff is irrelevant to any finding of harm to the Diocese because the Western Array cannot be interconnected.[38]

3. Narragansett should only assess the costs associated with the impact studies and the post impact study analysis, as well as passing through the affected system operator study costs. Costs associated with dispute resolution should be borne by each party.

The Diocese has contended that Narragansett improperly assessed costs of the issuance of its studies.[39] There are two parts to this issue. The first is related to the cost of the distribution impact study process and the second is related to the affected system study.

i. Distribution System Impact Study Costs

R.I. Gen. Laws § 39-26.3-3(b) set the initial impact study costs for distributed generation projects seeking to interconnect to Narragansett's distribution system. These study fees have not changed since 2012 even though the statute contemplated the PUC setting new, higher fees each year beginning on January 1, 2013.[40] The Diocese submitted its $10,000 study fee for each project on June 6, 2018. Narragansett provided that it has expended $36,242.44 on the Eastern Array as of January 17, 2020, including $26,056.32 for the draft impact study and $10,186.12 for work done after the distribution system impact study draft was delivered.[41] Narragansett also indicated that

[38] Because the parties were still working together to try to find a solution, the Western Array was not removed from the queue. Nor was it removed from the queue during the dispute resolution process. The Western Array, however, is likely not feasible at this time, and is expected to be removed from the queue.
[39] In Order No. 23811, the PUC ruled that the cost of affected system studies could be charged to the Diocese. Payment of that charge is addressed below.
[40] Narragansett has never sought an increase in those impact study fees.
[41] Narragansett Response to PUC 2-1. Narragansett provided that $12,040.00 of this cost was for an external consultant. The Diocese has challenged the cost of the external consultant, but Narragansett has previously advised that external consultants have been used to meet interconnection deadlines. The external consultant was hired prior to the start of the current distribution rate plan that allowed for several additional full time equivalents to address increased interconnection work.

it has expended $20,362.21 on the Western Array as of January 17, 2020, including $14,276.53 for the impact study and $6,085.68 for work done after delivery of the distribution system impact study draft was delivered.[42]

Narragansett provided the scope of work to support these expenses in its response to the information request. Of the $16,271.80 listed for the work done after the delivery of the Impact Study for the Western Array and Draft Impact Study for the Eastern Array, Narragansett should only charge the Diocese for those costs associated with the "Post Impact Study Analysis."[43] If the Eastern Array is constructed, Narragansett should be able to recover those costs and those associated with completing a final impact study. Allowing Narragansett to charge the cost of a feasibility level study for a project without requiring the applicant to file a new application provides a fair balance to incentivize Narragansett to provide additional study while allowing the applicant to retain their queue position during the review.[44]

Costs directly associated with dispute resolution proceedings (separate from assessing alternative engineering solutions) should be borne by each party unless a petitioner brings a frivolous dispute.[45] The mediation portion of this petition involved material disputed facts and resulted in a Declaratory Judgment petition. Neither petition was frivolous.

[42] Narragansett Response to PUC 2-1. The cost of the impact study included $10,460.00 for an external consultant.
[43] In reality, Narragansett will not be able to collect on the additional expense related to the Western Array because it appears that project will not be constructed.
[44] Under the tariff, a renewable interconnecting customer either pays an application fee or a fee for a feasibility study. The alternatives Narragansett provided to the Diocese in October 2019 are the type that would be provided as part of a feasibility study.
[45] The tariff is silent as to the splitting of costs when a Commission staff person is used as mediator/arbitrator. However, if a third-party neutral is chosen, the cost is split 50/50. The cost of the Commission staff person is not charged separately to Narragansett nor to the petitioner.

ii. The Commission has already held that Diocese is required to pay its portion of the Affected System Operator Study being performed by New England Power Company under either RIPUC No. 2163 or RIPUC No. 2180.

The Diocese has been included in a group study by New England Power Company to assess the impact on the transmission system resulting from the addition of several distributed generation projects that are grouped electrically and in time. Narragansett has advised the Diocese that its portion of those costs is $3,300.00. Assuming the projects are appropriately in the group study, this assessment of study costs was allowed under RIPUC No. 2163 (effective June 14, 2016 through September 6, 2018) and is allowed under RIPUC No. 2180 (current).[46] Narragansett has argued that it cannot treat the Diocese differently from other customers also in the group study, all of whom have paid to remain in the study. To do so, according to Narragansett's witness, would be discriminatory treatment between similarly situated customers.

On March 6, 2020, the Commission ruled that ASO study costs may be assessed to the Diocese for study of the Eastern Array project under Rhode Island law.[47] The Diocese shall pay $3,300.00 for its share of the ASO Study within ten business days of the issuance of this report.

B. Issuance of Interconnection Services Agreement

The Diocese contended that Narragansett failed to issue interconnection services agreements to the two projects within 200 days, violating the statutory timeframes set forth in R.I. Gen. Laws § 39-26.3-4.1(d). Further, the Diocese argued that Narragansett's delay in issuing the interconnection services agreements was not justified because the projects cannot be subject to a transmission study under Rhode Island law or the tariff. For reasons explained below, Narragansett is not required to issue an interconnection services agreement for the Western Array

[46] Declaratory Ruling (Order No. 23811) (Apr. 14, 2020).
[47] Declaratory Ruling (Order No. 23811) (Apr. 14, 2020).

and the deadline for issuing an interconnection services agreement for the Eastern Array has not yet been triggered. The issue of the delay resulting from the affected transmission system study has already been addressed by the PUC in Docket No. 4981.

1. Narragansett is not required to issue an Interconnection Services Agreement on the Western Array.

Because the impact study concluded that no interconnection was feasible on the circuit studied and subsequent high-level estimates resulted in expected interconnection costs in excess of what was economically feasible for the Diocese, Narragansett is not required to issue an interconnection services agreement on the Western Array.

As noted above, the parties worked together to explore a solar plus storage solution for the Western Array. During the course of the dispute resolution process, the Diocese requested the mediator not require the Diocese to submit a new interconnection application and lose its queue position. After considering the differences in design based on whether the proposal was for solar only or solar paired with storage, with the solar at an as-yet unspecified size, it appears the technical specifications would require a new interconnection application with an additional application fee. However, the mediator is not required to make any recommendation on this issue because during the February 24, 2020 mediation meeting, the Diocese has advised that the solar plus storage solution would not be economically feasible at this time. Therefore, it is likely the Western Array will be removed from the queue and the Diocese will have the opportunity to resubmit a new application at a future date.

2. The deadline for issuance of an Interconnection Services Agreement on the Eastern Array has not yet been triggered.

The total maximum days from the completed application to the delivery of an executable interconnection services agreement is 200 calendar days in this case because a detailed study was

required. On its face, Narragansett has missed this deadline. The analysis is not that simple, however. Following the PUC's ruling on the timeframes in R.I. Gen. Laws § 39-26.3-3(d), the timeline for the issuance of an executable interconnection services agreement is affected by the prior timelines. An executable interconnection services agreement cannot be issued until an impact study is completed. The impact study has been delayed due to the need for the customer to provide additional information and as a result of the affected system study.

3. Whether Narragansett's delay in issuing the interconnection services agreement to the Eastern Array was justified because the projects cannot be subject to a transmission study under Rhode Island law or the tariff was decided by the Commission in Docket No 4981.

The PUC declined to rule whether the Eastern Array was appropriately in the group study under ISO-NE Tariff Section 1.3.9. The PUC did, however, rule that the impact study could be subject to a hold based on an affected system study. The mediator recommends the PUC assume Narragansett and New England Power Company are following the requirements of the federal tariff and as such, the study of the project is properly on hold until the results of those studies are complete and can be incorporated into the impact study.

An interconnection services agreement cannot be issued until after the impact study has been completed. The impact study will not be completed until the affected system study is complete. Therefore, the mediator recommends that the PUC find there has been no delay. The calculation of the deadline for issuing an interconnection services agreement has not yet been triggered.

C. This issue related to costs of System Modifications has either been resolved through mediation or ruled on by the Commission.

The Diocese alleged that Narragansett has failed to demonstrate that the costs it has quoted for the Diocese for interconnection are not for Narragansett's own system improvements that

benefit other customers and are truly and solely for system modifications to its electric power system that are specifically necessary for and directly related to the interconnection of the project. The Diocese also argued that neither R.I. Gen. Laws § 39-26.3-4.1 nor Tariff No. 2163 allow Narragansett to impose interconnection costs on the Diocese based on the need for transmission studies or upgrades. Both of these issues have been addressed outside of this report.

The allocation of costs between System Modifications and System Improvements, as defined by the Tariff has been addressed in the mediator's December 30, 2019 report to the Commission.

The issue of whether Narragansett may impose interconnection costs on the Diocese based on the need for transmission studies or upgrades was ruled on by the Commission in Docket No. 4981.

D. The Diocese's reliance on R.I. Gen. Laws § 39-1-27.6 is inapplicable where the statute prescribes the code of conduct for electric distribution company employees and employees of affiliated nonregulated power producers. Regardless, Narragansett did not violate the Diocese's procedural rights through the application of its tariff.

The Diocese alleged that Narragansett failed to apply all tariff provisions in a fair and impartial manner that treats all customers (including those of an affiliated nonregulated power producer) in a nondiscriminatory manner under R.I. Gen. Laws § 39-1-27.6(5). According to the Diocese, this behavior violated the Diocese's procedural rights by, among other things, applying the wrong tariff to the two projects, adopting new administrative procedures for its tariffs and rules before first proposing them for public comment and PUC approval, and administering its queue management in a haphazard and inequitable way.

The Diocese relies on one sentence of this law, taken out of context, as the basis for its claim. This statute governs a situation contemplated during utility restructuring when there was

the possibility that the electric utilities would spin off their generation assets to an affiliate rather than divesting to unaffiliated entities. These affiliates would then be able to sell at retail as a nonregulated power producer. This section of the law prohibits employees from working for both the electric distribution company and the affiliate nonregulated power producer.

Regardless of the misplaced reliance on this law, the Diocese is correct that Narragansett needs to follow its tariffs on file with the Commission. The PUC addressed the application of the tariff in Docket No. 4981, finding that the Diocese's projects would be subject to the same rules under either tariff. There is no evidence that Narraganset administered its queue in a haphazard and inequitable way. As noted above, the Diocese's queue position was not adversely impacted by the administration of its application. If anything, the Diocese benefitted from gaining a queue position on the date of submitting its application rather than when it was accepted as complete.

E. There is no evidence that Narragansett has violated the cited provisions of PURPA or the Code of Federal Regulations.

The Diocese alleged that "the obstruction of this project without authority is a breach of the obligation to interconnect such projects as necessary to accomplish purchases and sales of electricity across the interconnection, under the Energy Policy Act Section 111(d)(15) and FERC rules at 18 CFR § 292.303." Most of this issue was addressed by the PUC in Docket No. 4981. However, for the sake of completeness, the mediator suggests that there is no evidence in the record that Narragansett has acted in a manner to obstruct the project by acting outside of its authority under the tariff.

Narragansett has been processing the Diocese's interconnection application. The evidence in the record shows that Narragansett does not have the information available to provide a full assessment of the needed system modifications and related costs without the results of the transmission study. The record shows that factually, New England Power Company has been

instructed to conduct a transmission study that includes the Diocese's project. There is no evidence that Narragansett has acted to obstruct the project. In fact, the parties appeared to have a cooperative relationship prior to and during the mediation with the shared goal of interconnecting these projects.

F. There is no evidence in the record that Narragansett violated R.I. Gen. Laws §§ 39-2-3, 39-2-7 nor 6-36-5

The Diocese alleged that Narragansett violated various state laws. According to the Diocese, collaboration between ISO-NE and Narragansett to deter project development contingent on expiring federal tax credits raises anti-trust concerns. The Diocese contended that Narragansetts frustration of the two projects constitutes unlawful monopolization in interstate trade and commerce in the market for retail sale of electricity to Rhode Island consumers in violation of R.I. Gen. Laws § 6-36-5.[48] Finally, the Diocese argued that Narragansett violated R.I. Gen. Laws § 39-2-3 by subjecting the Diocese to undue or unreasonable prejudice or disadvantage in any respect whatsoever. For reasons stated below, there is no evidence supporting these alleged violations of the law.

1. There is no evidence in the record that Narragansett violated R.I. Gen. Laws § 39-2-3 (Undue preferences or prejudices).[49]

The mediator recommends the PUC find that Narragansett did not violate R.I. Gen. Laws § 39-2-3 because there is no evidence in the record that the Diocese's claims meet the elements of the offense. It is important to consider this statute in the context of R.I. Gen. Laws §§ 39-2-2

[48] R.I. Gen. Laws § 6-36-5. Establishment, maintenance, or use of monopoly power. The establishment, maintenance, or use of a monopoly, or an attempt to establish a monopoly, of trade or commerce by any person, for the purpose of excluding competition or controlling, fixing, or maintaining prices, is unlawful. The Petition initially referenced R.I. Gen. Laws § 6-35-5. It was later confirmed that this was a typographical error.

[49] R.I. Gen. Laws § 39-2-3. Unreasonable preferences or prejudices. (a) If any public utility shall make or give any undue or unreasonable preference or advantage to any particular person, firm, or corporation, or shall subject any particular person, firm, or corporation to any undue or unreasonable prejudice or disadvantage in any respect whatsoever, the public utility shall be guilty of a misdemeanor and, upon conviction thereof, shall be fined not less than two hundred dollars ($200) nor more than five hundred dollars ($500) for each offense

through 39-2-5 (collectively, anti-discrimination provisions). The purpose of the first three sections is to avoid situations where the utility has treated one customer differently from another similarly situated customer, either in the application of its rates, prices, or terms. The last section provides exceptions to such anti-discrimination activities, such as the offering of discounted service to specific categories of customers based on age, for example.

In applying Section 39-2-3, the Supreme Court of Rhode Island has considered whether the utility has denied a particular type of service to a customer while at the same time, providing such service to the customer's competitor, where the two customers are of a similar type. In *Main Realty Co. v. Blackstone Valley Gas & Electric Company*, the Court held that:

> [T]he service requested by the plaintiff was substantially the same as that which was granted to the plaintiff's competitors, that the defendant did not cancel or withdraw such services with due diligence after receiving the plaintiff's request, and that there was unreasonable discrimination, by the defendant against the plaintiff in denying it the same service that was being granted others."[50]

Applying this holding to the current case means Narragansett cannot allow one customer to use its tariff to engage in an activity that would prejudice another developer. Furthermore, it is critical to the analysis of this section that the customers need to be similarly situated.[51]

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[50] *Main Realty Co. v. Blackstone Valley Gas & Electric Co.*, 193 A.2d 879, 888 (R.I. 1937). In this case, the utility provided master metering contracts to several of the plaintiff's competitors (mill properties) while denying such service to the plaintiff. The competitors were purchasing the energy and reselling it at a profit to tenants. The utility maintained that it had discontinued the practice based on terms and conditions filed with the Commission. Despite these terms and conditions, however, the utility continued to provide such master metering to the plaintiff's competitors while continuing to deny services to the plaintiff. Thus, the utility was granting an undue preference to the plaintiff's competitors, causing damages to the plaintiff.

[51] *The Energy Council of Rhode Island v. Public Utilities Comm'n*, 773, A.2d 853, 861-62 (R.I. 2001), *stating*,

> TEC-RI interprets these provisions to permit discriminatory rates only when a cost differential exists in providing services to different classes of consumers….We disagree…[T]his court has never held under the URA that if a company charges its customer different rates without a cost differential, then the company invariably has engaged in price discrimination. Rather, the pertinent statutory provisions [R.I. Gen. Laws §§ 39-2-2 through 39-2-4] merely prohibit varying rates for a like and contemporaneous service provided under substantially similar circumstances or rates that confer an undue or unreasonable preference or advantage upon a customer group.

Here, there is no evidence that Narragansett has treated any of the other similarly situated customers differently to the disadvantage of the Diocese. Narragansett would be in violation of the statute if it had provided a final impact study and unconditional interconnection services agreement to a customer that was subject to the same affected system study as the Diocese's project while, at the same time, denying one to the Diocese.[52] There is no claim that something like that has happened. There is no evidence in the record that Narragansett has provided any projects similarly situated to the Diocese with undue preferences as compared to the Diocese. Thus, the Diocese has not been unduly prejudiced compared to other similarly situated projects in Narragansett's distribution interconnection queue.

2. R.I. Gen. Laws § 39-2-7 (Civil liability for violations)[53] is not properly before the Commission for dispute resolution.

Assuming that the Commission were to have found a violation of R.I. Gen. Laws § 39-2-3, in its fifth request for relief, the Diocese requested the Commission award damages under R.I. Gen. Laws § 39-2-7.[54] R.I. Gen. Laws § 39-2-7 provides for a three-year statute of limitations on civil actions brought against the utility. Such actions are properly brought in court. The mediator recommends the Commission find that it lacks subject matter jurisdiction to provide such claim for relief. Simply, the Diocese is in the wrong forum to obtain the requested relief.

[52] This is not to be confused with any customer who may have a project that had progressed further in the interconnection process before being halted, pending the affected system study.
[53] R.I. Gen. Laws § 39-2-7. Civil liability for violations – Limitation of actions. If any public utility shall do or cause to be done or permit to be done any matter, act, or thing in chapters 1 – 5 of this title prohibited or declared to be unlawful, or shall omit to do any act, matter, or thing to be done by it, the public utility shall be liable to the person, firm, or corporation injured thereby, in a civil action to be brought within three (3) years from the time the cause of action accrues, and not after, for the amount of damage sustained in consequence of the violation; provided, that any recovery as provided in this section, shall in no manner affect the recovery by the state of the penalty prescribed for the violation.
[54] Pet. at 20.

3. R.I. Gen. Laws § 6-36-5 is inapplicable for reasons explained herein.

The Diocese alleged that the collaboration between ISO-NE and Narragansett to deter project development contingent on expiring federal tax credits raises anti-trust concerns. The Diocese further contended that Narragansett's frustration of the two projects constitutes unlawful monopolization in interstate trade and commerce in the market for retail sale of electricity to Rhode Island consumers in violation of R.I. Gen. Laws § 6-36-5. In its fourth claim for relief, the Diocese requested a finding "that National Grid's interest in transmission, distribution and natural gas present a conflict of interest making them unable to fairly and properly administer the interconnection of distributed generation of renewable energy in Rhode Island in violation of R.I. Gen. Laws § 6-36-5."[55]

The mediator recommends the PUC find that the Diocese's allegations that Narragansett violated R.I. Gen. Laws § 6-36-5 is misplaced for two reasons. First, R.I. Gen. Laws § 6-36-8 states: "Nothing contained in this chapter shall be construed to apply to activities or arrangements approved by any regulatory body or officer acting under statutory authority of this state or of the United States."[56] Narragansett is regulated by the PUC, a regulatory body acting under statutory authority of this state. New England Power Company is regulated by the Federal Energy Regulatory Commission (FERC), a regulatory body acting under statutory authority of the United States. ISO-NE is also subject to FERC's regulatory authority. Thus, Section 6-36-5 does not apply to any of these three entities.

[55] *Id*. at 20.

[56] § 6-36-8. Exemptions. Any activity or activities exempt from the provisions of the antitrust laws of the United States shall be similarly exempt from the provisions of this chapter. The exemptions shall be liberally construed in harmony with federal statutes and ruling judicial interpretations of the United States courts, with due regard for the need to exempt conduct otherwise exempt under federal law but for the absence of any nexus with interstate commerce, except where the provisions of this chapter are expressly contrary to applicable federal provisions as construed. Nothing contained in this chapter shall be construed to apply to activities or arrangements approved by any regulatory body or officer acting under statutory authority of this state or of the United States.

Second, while the Diocese is clearly frustrated by the interconnection process, it is unclear how this frustration has been caused by Narragansett's monopolization in interstate trade and commerce in the market for retail sale of electricity to Rhode Island customers. Narragansett's actions in the retail market in this matter relate to its study of the impact to the electric distribution system in Rhode Island. Those actions directly affect intrastate commerce. Narragansett has a lawful monopoly over the electric distribution system granted by the Rhode Island legislature. That is why Narragansett's intrastate activities are regulated by the Commission.

Further, the record was not developed on the nature of the conflict between the entities involved in the interconnection process. Narragansett's study of the two projects' impact on its distribution system requires it to coordinate with New England Power Company. Those studies of the transmission system are conducted by New England Power Company with input from ISO-NE. Narragansett acts as the conduit between New England Power Company and the Diocese. It does not conduct the studies, nor does it independently assess the transmission study costs; it is a pass-through entity of information and costs.

Finally, there was no evidence presented that National Grid, plc has any policies or practices in place to thwart the interconnection of distributed generation projects to protect Narragansett Gas or NEP. Such claims are merely that – allegations unsupported by any evidence.

III. Recommendations on Requested Relief in Petition

Along with the request for any relief that the Commission deems reasonable and appropriate, the Diocese requested five specific orders out of the dispute resolution. They are listed below with a recommendation.

(1) Order Narragansett to immediately issue corrected, complete and fully documented impact studies providing the necessary technical specifications to allow the Diocese's industry consultants to work with Narragansett to execute the most economically

feasible interconnection plan and interconnection service agreements for the two projects.

Mediator's recommendation: Narragansett has issued a final impact study on the Western Array. Narragansett should issue a final impact study on the Eastern Array following receipt of the results from the affected system study being conducted by New England Power Company and approval of any solutions by the NEPOOL Reliability Committee. Narragansett's draft impact study for the Eastern Array is based on a study of the most cost-effective interconnection point on the distribution system. (Addressed in Section A.1 and A.2 of this report).

(2) Order Narragansett to interconnect the two projects pursuant to their proper queue position and the deadlines in R.I. Gen. Laws § 39-26.3-4.1(d) or show proper cause why they cannot be interconnected within that amount of time.

Mediator's recommendation: Neither project is in an improper queue position. The Western Array cannot be interconnected at the size studied. The Eastern Array is subject to an affected system study by New England Power Company, which study would have been required even without the delay caused between the period October 11, 2018 and November 20, 2018. (Addressed in Sections A.1 and A.2 of this report).

(3) Order Narragansett to pay the Diocese's damages from any interconnection of the projects that does not meet the standards set in R.I. Gen. Laws § 39-26.3-4.1(d).

Mediator's recommendation: The PUC does not have the jurisdiction to order the requested relief. (Addressed in Section F of this report).

(4) Order that Narragansett's interest in transmission, distribution and natural gas present a conflict of interest making them unable to fairly and properly administer the interconnection of distributed generation of renewable energy in Rhode Island in violation of R.I. Gen. Laws § 6-36-5, and either fully resolve that conflict or otherwise take measures to ensure fair and proper administration of interconnection.

Mediator's recommendation: Reliance of R.I. Gen. Laws § 6-36-5 is misplaced and the Diocese has not proven the elements for this claim for relief. (Addressed in Section F.3 of this report).

(5) Order that Narragansett's conduct has violated R.I. Gen. Laws § 39-2-3, awarding the Diocese damages under R.I. Gen. Laws § 39-2-7.

Mediator's recommendation: The Diocese has not proven the elements for this claim for relief. The mediator assumes that the Diocese's claims related to R.I. Gen. Laws §§ 39-1-27.6, and PURPA were included as support for this requested order. (Addressed in Sections D, E, and F.1 and F.2 of this report).

The mediator has additional recommendations based on the record.

Mediator's recommendation: Narragansett shall immediately correct and make public all requirements for the width of the access roads.

Mediator's recommendation: Narragansett should only assess the costs associated with the impact studies and the post impact study analysis, as well as passing through the affected system operator study costs. Costs associated with dispute resolution should be borne by each party as addressed in section A.3 of this report.

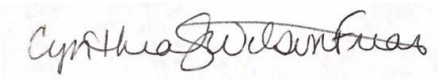
Mediator's recommendation: The Diocese shall pay $3,300.00 for its share of the affected system operator study within ten business days of issuance of this report. (Addressed in Section A.3.ii of this report).

IV. Next Steps

Section 9.2.1 of the tariff states: "If one or both Parties do not accept the neutral recommendation and there is still no agreement, the dispute proceeds to Step 9.3." Section 9.3 of the tariff provides for adjudication by the PUC at the request of one or both of the parties, in writing. Section 9.3 of the Tariff is silent as to the time within which the parties may request a Commission adjudication. Consistent with the mediator's deadline set in a prior dispute resolution process, the parties have fourteen calendar days to advise the Commission of any portion(s) of the recommendation they do not accept and request an adjudication.[57]

If the parties request an adjudication, the mediator recommends that Narragansett be required to provide a searchable index and legible copies of all information provided in response to PUC 1-1 (all email and portal communications).

Respectfully submitted,



Cynthia G. Wilson-Frias
Chief of Legal Services to PUC

Dated: April 22, 2020

[57] Mediation/Non-Binding Arbitration Summary and Recommendations (Docket No. 4483) (Apr. 30. 2014).