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Also admitted in Massachusetts

September 9, 2022

VIA ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**RE: Docket No. 22-05-EE
Investigation of Misconduct by The Narragansett Electric Company Relating to
Past Payments of Energy Efficiency Program Shareholder Incentives
Responses to Division Data Requests – Set 8 (Batch 1)**

Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a Rhode Island (“Rhode Island Energy” or the “Company”), enclosed are the Company’s responses to the Division of Public Utilities and Carriers’ Eighth Set of Post-Decisional Data Requests numbered Division 8-1, 8-2, 8-4, 8-5, 8-8, 8-10, 8-12, 8-13 and 8-14 in the above-referenced matter. The Company has request an extension of time to respond to the remaining data requests in the Division’s Eighth Set of Data Requests.

Attachment DIV 8-8 contains confidential information and, therefore, the Company has provided a redacted public version of the attachment and an unredacted version subject to a motion for protective treatment.

Thank you for your attention to this matter. If you have any questions, please contact me at 401-709-3359.

Very truly yours,



Steven J. Boyajian

Enclosures

cc: Docket No. 22-05-EE Service List
Margaret Hogan, Esq.

Certificate of Service

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

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

Heidi J. Seddon

September 9, 2022

Date

Docket No. 22-05-EE – PUC Investigation of Utility Misconduct or Fraud by The Narragansett Electric Co. Service list updated 8/26/2022

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**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION**

_____)	
In re: Investigation of Misconduct by)	
The Narragansett Electric Company Relating)	Docket No. 22-05-EE
to Past Payments of Energy Efficiency)	Docket No. 5189
Program Shareholder Incentives)	
_____)	

**MOTION OF THE NARRAGANSETT ELECTRIC COMPANY D/B/A
RHODE ISLAND ENERGY FOR PROTECTIVE TREATMENT OF
CONFIDENTIAL INFORMATION**

The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”) hereby respectfully requests that the Public Utilities Commission (“PUC” or “Commission”) grant protection from public disclosure of certain confidential information submitted by the Company. The reasons for the protective treatment are set forth herein. The Company also requests that, pending entry of that finding, the PUC preliminarily grant the Company’s request for confidential treatment pursuant to 810-RICR-00-00-1.3(H)(2).

The information that is the subject of this Motion and requires protective treatment includes identifying information of vendors and their employees that is provided in Attachment DIV 8-8 to the response to Data Request Division 8-8 of the Division of Public Utilities and Carriers’ (“Division”) Eighth Set of Data Requests, issued on August 12, 2022 (“Division Set 8”) (the “Confidential Attachment”). The Company requests protective treatment of the Confidential Attachment in accordance with 810-RICR-00-00-1.3(H), 810-RICR-00-00-1.19(E), and R.I. Gen. Laws § 38-2-2-(4)(A)(I)(b).

I. LEGAL STANDARD

For matters before the PUC, a claim for protective treatment of information is governed by the Access to Public Records Act (“APRA”), R.I. Gen. Laws § 38-2-1 et seq. See 810-RICR-00-

00-1.3(H)(1). Under APRA, any record received or maintained by a state or local governmental agency in connection with the transaction of official business is considered public unless such record falls into one of the exemptions specifically identified by APRA. See R.I. Gen. Laws §§ 38-2-3(a) and 38-2-2(4). Therefore, if a record provided to the PUC falls within one of the designated APRA exemptions, the PUC is authorized to deem such record confidential and withhold it from public disclosure.

Rhode Island law specifically excludes “[p]ersonnel and other personal individually identifiable records otherwise deemed confidential by federal or state law or regulation, or the disclosure of which would constitute a clearly unwarranted invasion of personal privacy pursuant to 5 U.S.C. § 552 et seq.” from its definition of “public records.” R.I. Gen. Laws § 38-2-2(4)(A)(I)(b). Rhode Island law similarly excludes from the definition of public record “[t]rade secrets and commercial or financial information obtained from a person, firm, or corporation that is of a privileged or confidential nature.” R.I. Gen. Laws § 38-2-2(4)(B).

The Rhode Island Supreme Court has also noted that the agencies making determinations as to the disclosure of information under APRA may apply a balancing test. *See Providence Journal v. Kane*, 577 A.2d 661 (R.I. 1990). Under this balancing test, after a record has been determined to be public, the Board may protect information from public disclosure if the benefit of such protection outweighs the public interest inherent in disclosure of information pending before regulatory agencies. *Kane*, 557 A.2d at 663 (“Any balancing of interests arises only after a record has first been determined to be a public record.”).

In addition, “[u]pon motion by a party from whom discovery is sought, and for good cause shown, the presiding officer may make an order when justice requires to protect the party from unreasonable annoyance, embarrassment, oppression, burden or expense, or from disclosure of

confidential business and financial information.” 810-RICR-00-00-19(E).

II. BASIS FOR CONFIDENTIALITY

The identifying information of the vendors and their employees contained in the Confidential Attachment, which is the subject of this Motion, are exempt from public disclosure pursuant to R.I. Gen. Laws § 38-2-2. Specifically, the names of certain employees of the vendors contained in the Confidential Attachment is “[p]ersonnel and other personal individually identifiable records,” and disclosing their names, “would constitute a clearly unwarranted invasion of personal privacy.” *See* R.I. Gen. Laws § 38-2-2(4)(A)(I)(b). In addition, while generally the disclosure of a vendor name on its own may not constitute an invasion of privacy, the nature of this investigatory docket into alleged wrongdoing warrants protection of the vendor names lest market participants incorrectly assume that the mere appearance of a vendor’s name in this docket means that the vendor engaged in wrongdoing.¹ This could have an unwarranted detrimental impact on vendor’s business, reputation and standing in the marketplace. That potential detrimental impact implicates the commercial information exception to the definition of public record as well as the disclosure of the vendor’s name in the context of this investigation could cause negative financial consequences to the vendor. See R.I. Gen. Laws § 38-2-2(4)(B). While the name of a vendor is of no commercial significance in ordinary contexts, the context of this docket is quite different.

Alternatively, if the Commission disagrees and determines that the vendor name contained in Attachment DIV 8-8 is public information, the Company requests protective treatment of this

¹ It is this very policy that likely led the Legislature to exclude “[a]ll investigatory records of public bodies . . . pertaining to possible violations of statute, rule, or regulation other than records of final actions taken” from the public records definition which is in itself an independent and sufficient basis for protective treatment. R.I.G.L. § 38-2-2(4)(P).

information on the basis that the benefit of such protection to these vendors outweighs the public interest inherent in disclosure of information. *See Providence J. Co. v. Kane, 577 A.2d 661, 663 (R.I. 1990)*. Moreover, there is good cause to protect the vendors and their employees from unreasonable annoyance, embarrassment, or oppression. *See 810-RICR-00-00-19(E)*.

III. CONCLUSION

For the foregoing reasons, the Company respectfully requests that the PUC grant this motion for protective treatment of the identifying information of the vendors and their employees contained in the Confidential Attachment DIV 8-8.

Respectfully submitted,

**THE NARRAGANSETT ELECTRIC
COMPANY d/b/a RHODE ISLAND
ENERGY**

By its attorney,



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-and-



Andrew S. Marcaccio (#8168)
Rhode Island Energy
280 Melrose Street
Providence, RI 02907
Tel. (401) 784-4263

Dated: September 9, 2022

CERTIFICATE OF SERVICE

I hereby certify that on September 9, 2022, I delivered a true copy of the foregoing Motion via electronic mail to the parties on the Service List for Docket No. 22-05-EE.



Division 8-1

Request:

Refer to the Company's June 7, 2022 report at page which states, "the email review examined a collection set of approximately 500,000 emails." Also refer to the Company's response to PUC Post-Decisional 3-5 which states: "...the investigation collected approximately 5.2 million emails. After applying search terms, this resulted in approximately 162,000 responsive emails which were then reviewed by the forensic consultant."

Please reconcile the number of emails referenced in the June 7, 2022 report to the number of emails referenced in the response to PUC Post-Decisional 3-5.

Response:

The response to Data Request PUC-Post-Decisional 3-5 should have stated that approximately 5.2 million pieces of electronic media were reviewed (as stated in the response to Data Request Division 7-3), rather than stating "5.2 million emails." The term "electronic media" refers to electronic files collected through the data extraction, including, but not limited to, the following types of files: Microsoft Outlook (i.e., email messages and calendar invites), Microsoft Word documents, Portable Document Format ("PDF") documents, Microsoft PowerPoints, and Microsoft Excel files.

The reference to "a collection of approximately 500,000 emails" in the June 7, 2022 "Review of Invoices Within the Energy Efficiency Program" report (the "Report") was National Grid USA's understanding at the time of the report that the number of email messages collected was in the range of approximately 500,000.

Since then, National Grid USA has more precisely identified the following figures as arising from the forensic consultant's review of electronic media:

1. Approximately 1,300 GB of electronic media data was extracted from the Program Managers in the Rhode Island Energy Efficiency group for the period January 1, 2012 and August 18, 2021, comprised of 27 available mailboxes to review.
2. Approximately 5.2 million pieces of electronic media were collected, processed, and run against key word searches. That amount included approximately 3.7 million email messages (including calendar invites).

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-05-EE
In Re: 2022 Annual Energy Efficiency Plan
Responses to the Division's Eighth Set of Post-Decisional Data Requests
Issued on August 12, 2022

3. The forensic consultant applied 148 search terms to the 5.2 million pieces of electronic media. A list of the 148 search terms was provided in Attachment PUC Post-Decisional 3-6.
4. The key word searches produced approximately 162,000 pieces of reviewable electronic media. The forensic consultant then conducted a manual review of the reviewable electronic media.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-05-EE
In Re: 2022 Annual Energy Efficiency Plan
Responses to the Division's Eighth Set of Post-Decisional Data Requests
Issued on August 12, 2022

Division 8-2

Request:

Refer to the Company's response to DIV 1-7, DIV 1-28A & DIV 1-28B and Attachment DIV 1-28A-1. Of the 243 employees identified, at least 20 have a job title of either Director or Vice President. Please explain why it is not reasonable to assume that these management level employees should have been aware of discussions relating to out-of-period invoices?

Response:

There is not yet sufficient information to conclude what the referenced management employees knew or did not know about the practice of out-of-period invoicing that was occurring during the time-period 2012 through June 2021. As soon as senior management became aware of the practice, National Grid USA ("National Grid") and The Narragansett Electric Company took immediate action to investigate and rectify the issue. National Grid's internal investigation is continuing and National Grid plans to provide the results of its further investigation to the Public Utilities Commission as soon as it is complete.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)
In Re: Investigation of Misconduct by The Narragansett Electric Company
Relating to Past Payments of Energy Efficiency Program Shareholder Incentives
Responses to the Division's Eighth Set of Post-Decisional Data Requests
Issued on August 12, 2022

Division 8-4

Request:

Refer to the Company's response to DIV 3-13 (f), which, in part, states: "...it is important to know that, when the forensic consultants ran a variation of the model applying an assumed level of "out-of-period" expenses and energy savings to every program and year, and then recalculated Narragansett's performance incentives for the period 2012 to 2020, this analysis actually reduced the quantified impact of the out-of-period invoicing practice on Narragansett's performance incentive"

- A. Does "variation of the model" refer to a modification of the electronic spreadsheet provided as an attachment to response PUC 3-1? If not, what does this reference mean?
- B. Can you please provide a working copy of this model variation?

Response:

- A. "Variation of the model" refers to the same model as Post Decisional Attachment PUC 3-1 to the response to Data Request PUC Post Decisional 3-1 in Docket No. 5189, adjusting the amount of programs potentially impacted with out-of-period activity.
- B. Please see the Excel version of Attachment DIV 8-4. Please note that the model was updated to show all programs.

The Narragansett Electric Company
d/b/a Rhode Island Energy
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Relating to Past Payments of Energy Efficiency Program Shareholder Incentives
Responses to the Division's Eighth Set of Post-Decisional Data Requests
Issued on August 12, 2022

Attachment DIV 8-4

Please see the Excel Worksheet of Attachment DIV 8-4

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)
In Re: Investigation of Misconduct by The Narragansett Electric Company
Relating to Past Payments of Energy Efficiency Program Shareholder Incentives
Responses to the Division's Eighth Set of Post-Decisional Data Requests
Issued on August 12, 2022

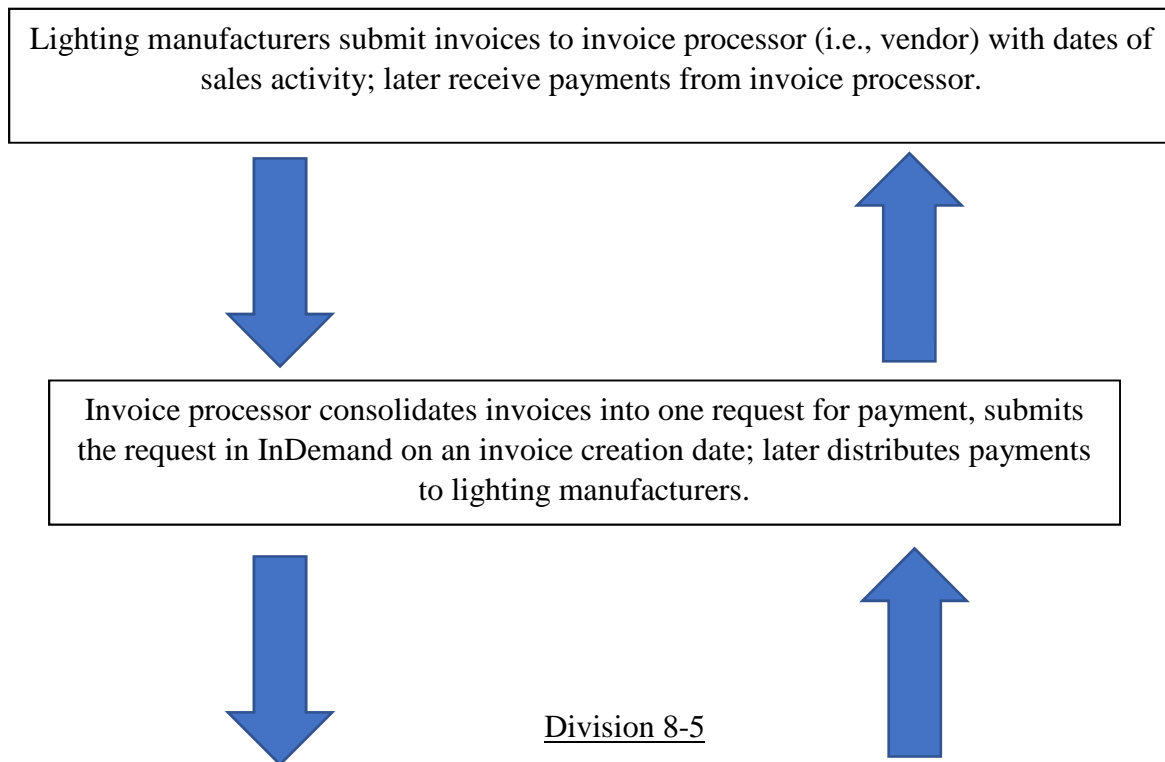
Division 8-5

Request:

How did the investigation conclude that invoice dates were reliable? For the period 2012-2021, did the investigation identify any evidence of invoice dates or service periods being altered on invoices or other documents?

Response:

Invoice dates were not a key data field used within the transactional analysis of the Residential Upstream Lighting program. As described in the response to Data Request Division 3-1, the analysis reviewed the dates associated with underlying sales activity. The following diagram illustrates the work flow of invoices and payments within the Residential Upstream Lighting program:



The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)
In Re: Investigation of Misconduct by The Narragansett Electric Company
Relating to Past Payments of Energy Efficiency Program Shareholder Incentives
Responses to the Division's Eighth Set of Post-Decisional Data Requests
Issued on August 12, 2022

Division 8-5, page 2

The Narragansett Electric Company receives consolidated invoices, reviews, and then later issues payments to invoice processor.

As explained in the response to Data Request Division 5-12, once an invoice has been created by the vendor, InDemand users are not able to alter the date that it was created. The investigation did not detect the alteration of invoice dates. In addition, the email messages analyzed did not suggest a practice of altering sales activity dates. Rather, the emails suggested a practice of deferring invoice payments and the savings associated with those payments, which would apply to annual targets and goals.

Therefore, although the analysis did not specifically review whether any source document alteration occurred, the email messages reviewed did not refer to source document alteration, nor was any alteration observed in invoice reviews.

Division 8-8

Request:

Refer to the Company's response to PUC Post Decisional Attachment 3-4-17 (Redacted) page 2: "Thanks for the call this morning. As we discussed we're asking several lighting manufacturers who work with independents to hold off submitting their National Grid RI invoices (all programs) for the months of October, November and December until the end of this year (submit to EFI at the end of December, early January, submitting all months at once). This will allow National Grid to claim savings on these months towards next year's plan and reduce their spend in 2017. Please let me know if you are able to do this for all of your National Grid RI programs."

- A. Provide all invoices referenced in this email.
- B. Were the invoice dates and service periods determined to be appropriate or is there evidence that the invoice dates and service periods were altered?
- C. In what programs did this entity participate?

Response:

- A. Attachment DIV 8-8 (Confidential) provides a copy of the invoices referenced in the email quoted above.
- B. As stated in response to Data Request Division 8-5, invoice dates were not a key data field used within the transactional analysis of the Residential Upstream Lighting program. The analysis reviewed the dates associated with underlying sales activity.
- C. The referenced entity participated in only the Residential Upstream Lighting program.

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 1 of 22

INVOICE

Invoice No.: DR85639-11

Date: 21-Dec-2017

Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
	11/1-11/30	RI, NGRID,	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
14	4W/LED/CTC-D/FIL	4.2000	58.80
16	4W/LEDX/CTCD/CL	4.2000	67.20
25	4W/LEDX/CTCD/CL/4	16.2000	405.00
10	4.5W/LEDX/GLOBED/CL	4.2000	42.00
50	5W/LEDX/OMN /D	4.7000	235.00
22	5WOMNI/XA15/11B-2/17	4.7000	103.40
6	6W/LED/OMN D	4.0000	24.00
84	7W/LED/DL/ASST	15.0000	1,260.00
28	7W/LED/PAR16-D/FL	5.2000	145.60
4	7W/LED/PAR20D/FL	5.2000	20.80
1	7W/LED/PAR20D/NFL	5.2000	5.20
2	7W/LED/R20D	5.2000	10.40
4	7W/LED/RC-4-D	5.2000	20.80
10	7W/LEDX/OMN /D/CL	4.7000	47.00
20	7W/LEDX/OMN D/CL	4.7000	94.00
15	7W/LEDX/OMN /D	4.7000	70.50
45	8W/LED/BR30/D	5.2000	234.00
41	9W/LED/OMN /D/30K	4.2000	172.20
75	9W/LED/OMN /D30K	4.2000	315.00
2	9W/LED/OMN /D30K/4	16.2000	32.40
26	11W/LED/OMNI/D30K	4.2000	109.20
11	11W/LED/OMNI/D30K/4	16.2000	178.20
8	11W/LED/PAR30D/FL	5.2000	41.60
20	12W/LED/OMNI/3W	5.2000	104.00
3	15W/LED/OMNI/D*	4.2000	12.60
5	15W/LED/OMNI/D30K	4.2000	21.00
14	15W/LED/OMNI/D30K/4	16.2000	226.80
32	15W/LED/PAR38D/FL	5.2000	166.40
465	23W/NLSHL/NOD/1T/40K	12.0000	5,580.00

MAKE CHECK PAYABLE TO:

TOTAL INVOICE USD 9,803.10

For billing inquiries call

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. The terms and conditions shown above constitute the complete agreement of the parties, and may only be altered in a written agreement signed by both parties. All late charges or collection fees are chargeable back to the customer.

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 2 of 22

INVOICE

Invoice No.: DR85032-22

Date: 19-Jan-2018

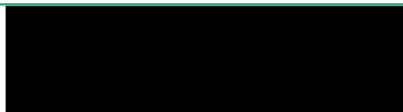
Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
	12/1-12/31	RI, NGRID, [REDACTED]	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
8	4W/LED/CTC-D/F L	4.2000	33.60
4	4W/LEDX/CTCD/CL	4.2000	16.80
653	4W/LEDX/CTCD/CL/4	16.2000	10,578.60
7	4W/LEDX/ETCD/CL	4.2000	29.40
453	4.5W/LEDX/GLOBED/CL	4.2000	1,902.60
226	5W/LED/DL/ASST	12.0000	2,712.00
78	5W/LEDX/OMNI/D/2	9.2000	717.60
420	5WOMN /XA15/11B-2/17	4.7000	1,974.00
360	6W/LED/GLOBE	3.7000	1,332.00
45	6W/LED/OMNID	4.0000	180.00
66	6W/LED/OMNID*	2.6000	171.60
146	7W/LED/R20/D	5.2000	759.20
56	7W/LED/DL/ASST	15.0000	840.00
123	7W/LED/MR16/D/30K	4.5000	553.50
50	7W/LED/PAR16-D/FL	5.2000	260.00
256	7W/LED/PAR20D/NFL	5.2000	1,331.20
3	7W/LED/R20/D/S	5.2000	15.60
13	7W/LEDX/OMNI/D/CL	4.7000	61.10
207	7W/LEDX/OMNID/CL	4.7000	972.90
48	8W/LED/BR/EXT/D	5.2000	249.60
430	8W/LED/BR30/D	5.2000	2,236.00
758	8W/LED/BR30/D/30K/2	10.2000	7,731.60
2,449	9W/LED/OMNI/D/30K	4.2000	10,285.80
26	9W/LED/OMNI/D30K	4.2000	109.20
240	11W/LED/BR/EXT/D	5.2000	1,248.00
497	11W/LED/OMNID/30K	4.2000	2,087.40
972	11W/LED/OMNI/D30K	4.2000	4,082.40
45	11W/LED/OMNI/D30K/4	16.2000	729.00
141	11W/LED/PAR30D/FL	5.2000	733.20
168	12W/LED/OMNI/3W	5.2000	873.60
989	15W/LED/OMNI/D*	4.2000	4,153.80
724	15W/LED/OMNI/D30K/4	16.2000	11,728.80
102	15W/LED/PAR38D/FL	5.2000	530.40

MAKE CHECK PAYABLE TO:



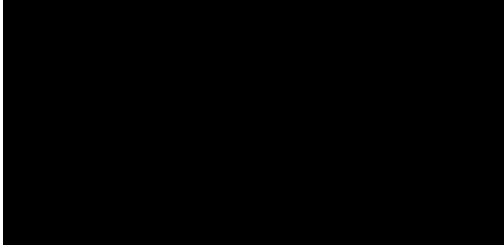
TOTAL USD INVOICE

For billing inquiries call [REDACTED]

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. The terms and conditions shown above constitute the complete agreement of the parties, and may only be altered in a written agreement signed by both parties. All late charges or collection fees are chargeable back to the customer. **Debit Note continued on next page ...**

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 3 of 22



INVOICE

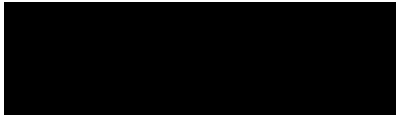


DEBIT THE ACCOUNT OF:

SALES PERSON	POS DATE RANGE	MOU	TERMS

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
139	23W/NLSHL/NOD/1T/40K	12.0000	1,668 00
1,206	23W/NL/SHL/NOD/1T/40K	12.0000	14,472 00
180	23W/NLSHLB/NOD/1T/40K	12.0000	2,160 00

MAKE CHECK PAYABLE TO:



TOTAL INVOICE USD 89,520.50

For billing inquiries call

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. The terms and conditions shown above constitute the complete agreement of the parties, and may only be altered in a written agreement signed by both parties. All late charges or collection fees are chargeable back to the customer.

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 4 of 22

INVOICE

Invoice No.: DR85032-21

Date: 20-Dec-2017

Page No.: 1

DEBIT THE ACCOUNT OF:

Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
	11/1-11/30	RI, NGRID,	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
31	4W/LED/CTC-D/F L	4.2000	130.20
122	4W/LEDX/CTCD/CL	4.2000	512.40
447	4W/LEDX/CTCD/CL/4	16.2000	7,241.40
95	4W/LEDX/ETCD/CL	4.2000	399.00
17	4.5W/LEDX/GLOBE/CL	4.2000	71.40
28	4.5W/LEDX/GLOBED/CL	4.2000	117.60
1,596	5W/LED/DL/ASST	12.0000	19,152.00
36	5W/LEDX/OMNI/D/2	9.2000	331.20
168	5WOMN / XA15/11B-2/17	4.7000	789.60
48	5W/LEDX/OMNI/D/CL	4.7000	225.60
2	6W/LED/GLOBE	3.7000	7.40
189	6W/LED/OMNID	4.0000	756.00
2	7W/LED/R20D	5.2000	10.40
131	7W/LED/R20/D	5.2000	681.20
10	7W/LED/DL/ASST	15.0000	150.00
14	7W/LED/MR16/D/30K	4.5000	63.00
79	7W/LED/PAR16-D/FL	5.2000	410.80
58	7W/LED/PAR20D/NFL	5.2000	301.60
28	7W/LEDX/OMNI/D	4.7000	131.60
5	7W/LEDX/OMNI/D/CL	4.7000	23.50
386	7W/LEDX/OMNID/CL	4.7000	1,814.20
351	8W/LED/BR30/D	5.2000	1,825.20
1,525	9W/LED/OMNI/D/30K	4.2000	6,405.00
98	9W/LED/OMNI/D30K	4.2000	411.60
236	11W/LED/BR/EXT/D	5.2000	1,227.20
25	11W/LED/OMNI/D30K	4.2000	105.00
1,134	11W/LED/OMNI/D30K/4	16.2000	18,370.80
55	11W/LED/PAR30D/FL	5.2000	286.00
56	15W/LED/OMNI/D30K	4.2000	235.20
1,115	15W/LED/OMNI/D30K/4	16.2000	18,063.00
44	15W/LED/PAR38D/FL	5.2000	228.80
1,148	23W/NLSHL/NOD/1T/40K	12.0000	13,776.00
60	23W/NLSHLB/NOD/1T/40K	12.0000	720.00

MAKE CHECK PAYABLE TO:

TOTAL USD INVOICE

For billing inquiries
call

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. The terms and conditions shown above constitute the complete agreement of the parties, and may only be altered in a written agreement signed by both parties. All late charges or collection fees are chargeable back to the customer.

Debit Note continued on next page ...

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 5 of 22



INVOICE

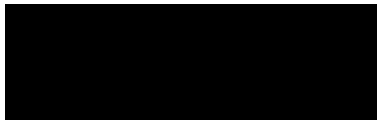


DEBIT THE ACCOUNT OF:

SALES PERSON	POS DATE RANGE	MOU	TERMS

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL

MAKE CHECK PAYABLE TO:



TOTAL INVOICE USD 94,973.90

For billing inquiries call

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. The terms and conditions shown above constitute the complete agreement of the parties, and may only be altered in a written agreement signed by both parties. All late charges or collection fees are chargeable back to the customer.

REDACTED

INVOICE

Invoice No.: DR85032-20

Date: 20-Dec-2017

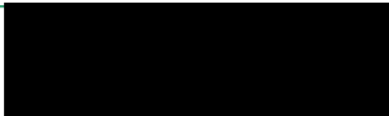
Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
SAM	10/1-10/31	RI, NGRID, [REDACTED]	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
177	4W/LED/CTC-D/F L	4.2000	743.40
394	4W/LEDX/CTCD/CL	4.2000	1,654.80
148	4W/LEDX/ETCD/CL	4.2000	621.60
107	4.5W/LEDX/GLOBE/CL	4.2000	449.40
80	5W/LEDX/OMNI/D/2	9.2000	736.00
2	5W/LEDX/OMNI/D/A15/CL	4.7000	9.40
277	5WOMN / XA15/11B-2/17	4.7000	1,301.90
194	6W/LED/GLOBE	3.7000	717.80
225	6W/LED/OMNID	4.0000	900.00
35	7W/LED/R20D	5.2000	182.00
50	7W/LED/R20/D	5.2000	260.00
162	7W/LED/DL/ASST	15.0000	2,430.00
87	7W/LED/MR16/D/30K	4.5000	391.50
83	7W/LED/PAR16-D/FL	5.2000	431.60
91	7W/LED/PAR20D/NFL	5.2000	473.20
16	7W/LED/R20/D/S	5.2000	83.20
12	7W/LED/RC-4-D	5.2000	62.40
127	7W/LEDX/OMNI/D	4.7000	596.90
1,318	8W/LED/BR30/D	5.2000	6,853.60
55	8W/LED/BR30/D/30K/2	10.2000	561.00
769	9W/LED/OMNI/D/30K	4.2000	3,229.80
235	9W/LED/OMNI/D30K	4.2000	987.00
49	9W/LED/OMNI/D/30K/4	16.2000	793.80
562	9W/LED/OMNI/D30K/4	16.2000	9,104.40
125	11W/LED/OMNID/30K	4.2000	525.00
235	11W/LED/OMNI/D30K	4.2000	987.00
20	11W/LED/OMNI/D30K/4	16.2000	324.00
81	11W/LED/PAR30D/FL	5.2000	421.20
19	12W/LED/OMNI/3W	5.2000	98.80
129	15W/LED/OMNI/D30K	4.2000	541.80
48	15W/LED/OMNI/D30K/4	16.2000	777.60
16	15W/LED/PAR38D/FL	5.2000	83.20
762	23W/NLSHL/NOD/1T/40K	12.0000	9,144.00

MAKE CHECK PAYABLE TO:



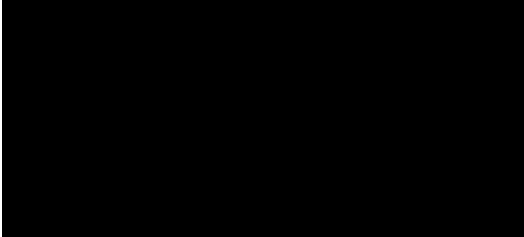
TOTAL USD INVOICE

For billing inquiries call [REDACTED]

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. The terms and conditions shown above constitute the complete agreement of the parties, and may only be altered in a written agreement signed by both parties. All late charges or collection fees are chargeable back to the customer. **Debit Note continued on next page ...**

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 7 of 22



INVOICE

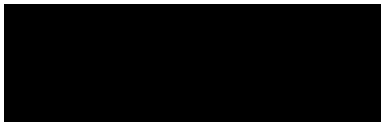


DEBIT THE ACCOUNT OF:

SALES PERSON	POS DATE RANGE	MOU	TERMS

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL

MAKE CHECK PAYABLE TO:



TOTAL INVOICE USD 46,477.30

For billing inquiries call 

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. The terms and conditions shown above constitute the complete agreement of the parties, and may only be altered in a written agreement signed by both parties. All late charges or collection fees are chargeable back to the customer.

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 8 of 22

INVOICE

Invoice No.: DR80675-11
Date: 21-Dec-2017
Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
	11/1-11/30	RI, NGRID,	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
20	4W/LEDX/CTCD/CL	4.2000	84.00
25	6W/LED/OMNID	4.0000	100.00
13	8W/LED/BR30/D	5.2000	67.60
17	9W/LED/OMNI/D30K	4.2000	71.40
43	9W/LED/OMNI/D/30K/4	16.2000	696.60
34	9W/LED/OMNI/D30K/4	16.2000	550.80
7	11W/LED/OMNID/30K	4.2000	29.40

MAKE CHECK PAYABLE TO:

TOTAL INVOICE USD 1,599.80

For billing inquiries call

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. The terms and conditions shown above constitute the complete agreement of the parties, and may only be altered in a written agreement signed by both parties. All late charges or collection fees are chargeable back to the customer.

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 9 of 22

INVOICE

Invoice No.: DR80675-10
Date: 21-Dec-2017
Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
	10/1-10/31	RI, NGRID,	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
12	4W/LEDX/CTCD/CL	4.2000	50.40
48	5W/OMNI/XA15/11B-2/17	4.7000	225.60
43	6W/LED/OMNID	4.0000	172.00
16	8W/LED/BR30/D	5.2000	83.20
21	9W/LED/OMNI/D30K	4.2000	88.20
52	9W/LED/OMNI/D/30K/4	16.2000	842.40
41	9W/LED/OMNI/D30K/4	16.2000	664.20
11	11W/LED/OMNID/30K	4.2000	46.20

MAKE CHECK PAYABLE TO:

TOTAL INVOICE USD 2,172.20

For billing inquiries call

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. The terms and conditions shown above constitute the complete agreement of the parties, and may only be altered in a written agreement signed by both parties. All late charges or collection fees are chargeable back to the customer.

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 10 of 22

INVOICE

Invoice No.: DR85878-11
Date: 20-Dec-2017
Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
	11/1-11/30	RI, NGRID,	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
178	5W/LEDX/OMN /D/CL	4.7000	836.60
290	9W/LED/OMN /D/30K/4	16.2000	4,698.00

MAKE CHECK PAYABLE TO:

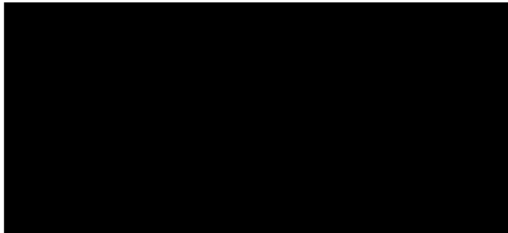
TOTAL INVOICE USD 5,534.60

For billing inquiries call

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REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 11 of 22



INVOICE



Invoice No.: DR85878-12

Date: 19-Jan-2018

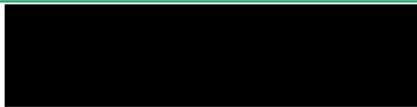
Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
COHEN	12/1-12/31	RI, NGRID, [REDACTED]	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
52	5W/LEDX/OMN /D/CL	4.7000	244.40
279	11W/LED/BR/EXT/D	5.2000	1,450.80

MAKE CHECK PAYABLE TO:



TOTAL INVOICE USD 1,695.20

For billing inquiries call [REDACTED]

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REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 12 of 22



INVOICE



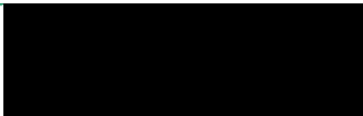
Invoice No.: DR85878-10
Date: 20-Dec-2017
Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
	10/1-10/31	RI, NGRID.	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
1,505	5W/LEDX/OMN /D/CL	4.7000	7,073 50
800	9W/LED/OMNI/D/30K/4	16.2000	12,960 00

MAKE CHECK PAYABLE TO:



TOTAL INVOICE USD 20,033.50

For billing inquiries call

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REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 13 of 22

INVOICE

Invoice No.: DR86762-10
Date: 18-Dec-2017
Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
	10/1-10/31	RI, NGRID.	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
974	9W/LED/OMNI/D/30K	4.2000	4,090 80
780	11W/LED/OMNI/D30K	4.2000	3,276 00

MAKE CHECK PAYABLE TO:

TOTAL INVOICE USD 7,366.80

For billing inquiries
call

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REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 14 of 22

INVOICE

Invoice No.: DR85639-12

Date: 19-Jan-2018

Page No.: 1

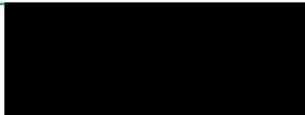
DEBIT THE ACCOUNT OF:

Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
	12/1-12/31	RI, NGRID, Ace,	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
14	4W/LED/CTC-D/F L	4.2000	58 80
38	4W/LEDX/CTCD/CL	4.2000	159 60
51	4W/LEDX/CTCD/CL/4	16.2000	826 20
9	4 5W/LEDX/GLOBED/CL	4.2000	37 80
25	5W/LED/DL/ASST	12.0000	300 00
12	5W/LEDX/OMN /D	4.7000	56.40
10	5WOMNI/XA15/11B-2/17	4.7000	47 00
24	6W/LED/GLOBE	3.7000	88 80
115	6W/LED/OMNID	4.0000	460 00
39	7W/LED/DL/ASST	15.0000	585 00
11	7W/LED/PAR16-D/FL	5.2000	57 20
8	7W/LED/PAR20D/FL	5.2000	41 60
24	7W/LED/PAR20D/NFL	5.2000	124 80
22	7W/LED/R20D	5.2000	114.40
3	7W/LEDX/OMN /D/CL	4.7000	14.10
27	7W/LEDX/OMNID/CL	4.7000	126 90
6	7W/LEDX/OMN /D	4.7000	28 20
87	8W/LED/BR30/D	5.2000	452.40
91	9W/LED/OMNI/D/30K	4.2000	382 20
45	9W/LED/OMNI/D30K	4.2000	189 00
4	9W/LED/OMNI/D30K/4	16.2000	64 80
20	11W/LED/OMN /D30K	4.2000	84 00
111	11W/LED/OMN /D30K/4	16.2000	1,798 20
20	11W/LED/PAR30D/FL	5.2000	104 00
61	12W/LED/OMNI/3W	5.2000	317 20
10	15W/LED/OMNI/D*	4.2000	42 00
6	15W/LED/OMNI/D30K	4.2000	25 20
93	15W/LED/OMNI/D30K/4	16.2000	1,506 60
25	15W/LED/PAR38D/FL	5.2000	130 00
282	23W/NLSHL/NOD/1T/40K	12.0000	3,384 00
24	23W/NLSHLB/NOD/1T/40K	12.0000	288 00

MAKE CHECK PAYABLE TO:



TOTAL	USD
INVOICE	

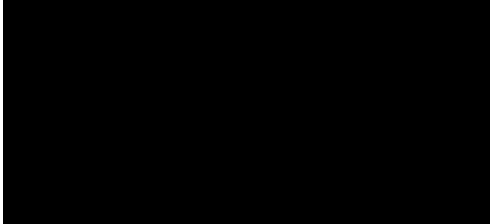
For billing inquiries
ca

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. The terms and conditions shown above constitute the complete agreement of the parties, and may only be altered in a written agreement signed by both parties. All late charges or collection fees are chargeable back to the customer.

Debit Note continued on next page ...

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 15 of 22



INVOICE

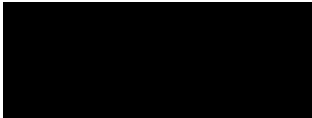


DEBIT THE ACCOUNT OF:

SALES PERSON	POS DATE RANGE	MOU	TERMS

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL

MAKE CHECK PAYABLE TO:



TOTAL INVOICE	USD	11,894.40
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For billing inquiries
call

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REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 16 of 22

INVOICE

Invoice No.: DR86762-11
Date: 31-Dec-2017
Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
	11/1-11/30	RI, NGRID,	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
898	9W/LED/OMN /D/30K	4.2000	3,771.60
884	11W/LED/OMNI/D30K	4.2000	3,712.80

MAKE CHECK PAYABLE TO:

TOTAL INVOICE USD 7,484.40

For billing inquiries call

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REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 17 of 22

INVOICE

Invoice No.: DR85639-10
Date: 21-Dec-2017
Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
	10/1-10/31	RI, NGRID.	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
5	4W/LED/CTC-D/FIL	4.2000	21.00
12	4W/LEDX/CTCD/CL	4.2000	50.40
8	5W/LEDX/OMN /D	4.7000	37.60
98	7W/LED/DL/ASST	15.0000	1,470.00
42	7W/LED/PAR16-D/FL	5.2000	218.40
3	7W/LED/PAR20D/FL	5.2000	15.60
6	7W/LED/PAR20D/NFL	5.2000	31.20
3	7W/LED/RC-4-D	5.2000	15.60
29	7W/LEDX/OMN /D/CL	4.7000	136.30
93	7W/LEDX/OMN /D	4.7000	437.10
25	9W/LED/OMN /D30K/4	16.2000	405.00
11	11W/LED/OMNI/D30K	4.2000	46.20
8	12W/LED/OMNI/3W	5.2000	41.60
11	15W/LED/OMNI/D*	4.2000	46.20
2	15W/LED/OMNI/D30K	4.2000	8.40
19	15W/LED/PAR38D/FL	5.2000	98.80
214	23W/NLSHL/NOD/1T/40K	12.0000	2,568.00

MAKE CHECK PAYABLE TO:

TOTAL INVOICE USD 5,647.40

For billing inquiries call

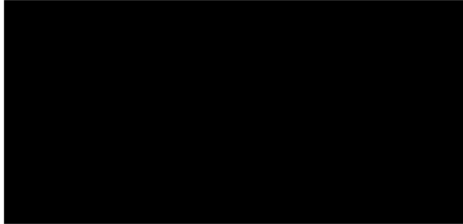
Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. The terms and conditions shown above constitute the complete agreement of the parties, and may only be altered in a written agreement signed by both parties. All late charges or collection fees are chargeable back to the customer.

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 18 of 22

INVOICE

Invoice No.: DR86762-12
Date: 19-Jan-2018
Page No.: 1

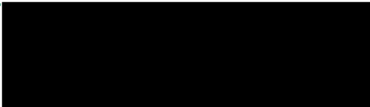


DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
[REDACTED]	12/1-12/31	RI, NGRID, [REDACTED]	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
1,127	9W/LED/OMN /D/30K	4.2000	4,733.40
1,318	11W/LED/OMNI/D30K	4.2000	5,535.60

MAKE CHECK PAYABLE TO:



TOTAL INVOICE USD 10,269.00

For billing inquiries call [REDACTED]

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. The terms and conditions shown above constitute the complete agreement of the parties, and may only be altered in a written agreement signed by both parties. All late charges or collection fees are chargeable back to the customer.

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 19 of 22

INVOICE

Invoice No.: DR80675-12

Date: 19-Jan-2018

Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
	12/1-12/31	RI, NGRID,	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
10	4W/LED/CTC-D/FIL	4.2000	42.00
2	4W/LEDX/CTCD/CL/4	16.2000	32.40
18	5W/LED/DL/ASST	12.0000	216.00
2	5WOMNI/XA15/11B-2/17	4.7000	9.40
1	6W/LED/OMN D	4.0000	4.00
12	8W/LED/BR30/D	5.2000	62.40
17	9W/LED/OMN /D/30K	4.2000	71.40
33	9W/LED/OMN /D/30K/4	16.2000	534.60
24	9W/LED/OMN /D30K/4	16.2000	388.80
11	11W/LED/OMNID/30K	4.2000	46.20
15	11W/LED/OMNI/D30K	4.2000	63.00
13	11W/LED/OMNI/D30K/4	16.2000	210.60
38	15W/LED/OMNI/D30K/4	16.2000	615.60

MAKE CHECK PAYABLE TO:

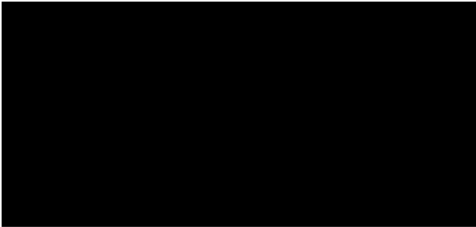
TOTAL INVOICE USD 2,296.40

For billing inquiries call

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REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 20 of 22



INVOICE



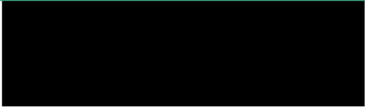
Invoice No.: DR85105-14
Date: 19-Jan-2018
Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
[REDACTED]	12/1-12/31	RI, NGRID, [REDACTED]	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
134	9W/LED/OMN /D/30K/4	16.2000	2,170.80

MAKE CHECK PAYABLE TO:



TOTAL INVOICE USD 2,170.80

For billing inquiries call [REDACTED]

Deposit of a check for less than full amount of this invoice shall not constitute an accord and satisfaction nor a full settlement of this invoice without prior written agreement. The terms and conditions shown above constitute the complete agreement of the parties, and may only be altered in a written agreement signed by both parties. All late charges or collection fees are chargeable back to the customer.

REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
Page 21 of 22

INVOICE

Invoice No.: DR85105-13
Date: 19-Dec-2017
Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
	11/1-11/30	RI, NGRID,	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
87	9W/LED/OMNI/D/30K/4	16.2000	1,409.40

MAKE CHECK PAYABLE TO:

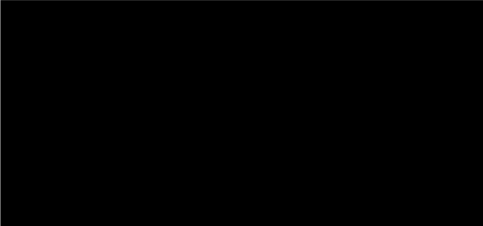
TOTAL INVOICE USD 1,409.40

For billing inquiries call

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REDACTED

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 5189
Attachment DIV 8-8
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INVOICE



Invoice No.: DR85105-12
Date: 19-Dec-2017
Page No.: 1

DEBIT THE ACCOUNT OF:
Energy Federation Inc.-02/2013
40 Washington St. Suite 2000
Westborough, MA 01581
USA

SALES PERSON	POS DATE RANGE	MOU	TERMS
[REDACTED]	10/1-10/31	RI, NGRID [REDACTED]	Net 30 days

QUANTITY SOLD	DESCRIPTION	INCENTIVE	TOTAL
68	9W/LED/OMNI/D/30K/4	16.2000	1,101.60

MAKE CHECK PAYABLE TO:



TOTAL INVOICE USD 1,101.60

For billing inquiries call [REDACTED]

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The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)
In Re: Investigation of Misconduct by The Narragansett Electric Company
Relating to Past Payments of Energy Efficiency Program Shareholder Incentives
Responses to the Division's Eighth Set of Post-Decisional Data Requests
Issued on August 12, 2022

Division 8-10

Request:

Refer to the Company's response to PUC Post Decisional Attachment PUC 3-4-1 (Redacted) Page 8 of 61 "It's probably safe to assume that ~75% of whatever's sold in a given year will be paid in that year."

- A. Please explain the difference between the 75% noted in the emails as compared to the 16.58% out of period payments described in PUC Post-Decisional 3-3.
- B. Which programs does the "whatever's sold" comment refer to?

Response:

- A. The percentages referenced above are calculating different ratios for different energy efficiency programs. The 75% quoted in the above-referenced email represents an estimate of the portion of large commercial energy efficiency projects, which are typically paid in the same year that they are sold. Due to their size and complexity, large commercial projects are not necessarily expected to be completed in the same year that they are sold or when construction starts.

As referenced in the response to Data Request Division 6-10, the 16.58% quoted in the above-referenced email is the normalized out-of-period percentage for 2016 through 2021.

- B. The referenced email at PUC Post-Decisional 3-4, Attachment PUC 3-4-1, page 8 of 61, includes comments about the Large Commercial Retrofit and Large Commercial New Construction programs.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)
In Re: Investigation of Misconduct by The Narragansett Electric Company
Relating to Past Payments of Energy Efficiency Program Shareholder Incentives
Responses to the Division's Eighth Set of Post-Decisional Data Requests
Issued on August 12, 2022

Division 8-12

Request:

Refer to the Company's response to PUC Post Decisional Attachment 3-4-7 (Redacted) page 2: "Anything beyond this that is currently in the started, scheduled or signed stages will be booked for 2017."

- A. What does "booked" refer to? In what system and in what period did this booking occur?
- B. Provide documentation collected during the investigation related to these bookings.

Response:

- A. Based on the context of the above-referenced email message from a vendor, the term "booked" likely refers to the time when energy efficiency projects have completed installation of equipment, and the vendor has been paid for the project, and savings are recognized. At the time period relevant to the email at PUC Post Decisional Attachment 3-4-7 (Redacted), page 2, The Narragansett Electric Company tracked the status of energy efficiency projects and paid vendors using the InDemand system.
- B. The email message quoted above pertained to Small Business Direct Install projects, whereas the investigation reviewed invoices specific to the Residential Upstream Lighting Program in Phase 1, and reviewed email messages in Phase 2. Therefore, the investigation did not review documentation related to "bookings" for the program quoted in the email message as described in the response to subpart (A), above.

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 22-05-EE (Formerly Docket No. 5189)
In Re: Investigation of Misconduct by The Narragansett Electric Company
Relating to Past Payments of Energy Efficiency Program Shareholder Incentives
Responses to the Division's Eighth Set of Post-Decisional Data Requests
Issued on August 12, 2022

Division 8-13

Request:

Refer to the Company's response to PUC Post Decisional Attachment 3-4-1 (Redacted) page 15: "Looks like there is a strategy meeting going on in RI today and they are now telling me that they do not want me to exceed the 100% of goal and if possible to underspend doing it. I think we are okay there, but that would mean holding back on some projects on invoicing until after January 12th so that we can have them included in 2017 savings goal and spend."

- A. Who attended this strategy meeting? Who is "they" in reference to?
- B. Which projects were held back?
- C. Provide invoices for the project which were held back.

Response:

- A. As explained in the responses to Data Requests Division 2-8 and Division 2-9, which also posed questions about the email message chain identified as Attachment PUC 3-4-7 referenced above,¹ the writer of the message is no longer employed by National Grid USA Service Company, Inc. Therefore, it is not known to whom the writer is referring.
- B. The email message referenced above is dated December 1, 2016, which was more than one month before "year-end" 2016 closed (i.e., on or about January 15, 2017). On the basis of the timing and content of the email message, it is not possible to speculate or conclude which projects were contemplated or actually were "held back" during that period, if any. Within the email chain, a sender took a position that projects could be held back, and 11 minutes later, suggested that they may not be "held back" after all.
- C. Please refer to the response to subpart (B), above.

¹ To avoid any confusion, the referenced email itself is produced as standalone Attachment PUC 3-4-7 in response to Data Request PUC Post Decisional 3-4. The reference in the request to "PUC Post Decisional 3-4-1 (Redacted) page 15" is the combined attachments in response to Data Request PUC Post Decisional 3-4, at page 15.

Division 8-14

Request:

Refer to the Company's response to PUC Post Decisional Attachment 3-4-7 (Redacted) page 1: "Hold everything.....just got another email. We may be okay with the 2% but I have to wait to hear back for confirmation. Sheesh, wish they would make up their minds....Thanks"

- A. Provide the email received by the sender and referenced in the above communication ("just got another email").
- B. Whom, by name and title is the "they" referenced in this email?

Response:

- A. National Grid USA searched its records and did not locate a related email message that the above-referenced communication suggests was received by the sender on December 1, 2016 between 11:35 a.m. and 11:46 a.m. (Eastern Standard Time) (i.e., "just got another email"). In addition, the writer of the quoted email message above is no longer employed by National Grid USA Service Company, Inc. ("NGSC"). Therefore, it is not known to whom or what message the writer could be referring.
- B. The writer of the quoted email message is no longer employed by NGSC. Therefore, it is not known to whom the writer is referring.