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May 31, 2023

VIA HAND DELIVERY & ELECTRONIC MAIL

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

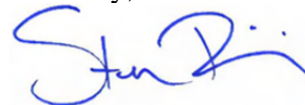
**RE: Docket No. 22-05-EE
Investigation of Misconduct by The Narragansett Electric Company
Relating to Past Payments of Energy Efficiency Program Shareholder Incentives
Responses to Division Data Requests – Set 4 Supplemental**

Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”), I have enclosed the Company’s supplemental responses to Data Request 4-8 in the Division of Public Utilities and Carriers’ Seventh Set of Data Requests in the above-referenced docket.

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

Sincerely,



Steven J. Boyajian

Enclosure

cc: Docket 22-05-EE Service List

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.

Elaina M. Weir

May 31, 2023

Date

Docket No. 22-05-EE – PUC Investigation of Utility Misconduct or Fraud by The Narragansett Electric Co. Service list updated 4/6/2023

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Division 4-8 Supplemental

Request:

Have National Grid and Rhode Island Energy entered into any form of indemnification or a written agreement for a joint defense of the results of the outside forensic consultant's examination of the EE programs? If so, please provide a copy of these documents.

Original Response:

National Grid USA and The Narragansett Electric Company d/b/a Rhode Island Energy ("Rhode Island Energy") anticipate executing a Joint Defense Agreement ("JDA"). Following execution of the anticipated JDA, Rhode Island Energy will supplement this response and provide a copy of the JDA.

Supplemental Response:

Please see Attachment DIV 4-8 for a copy of the Joint Defense Agreement entered into by and between PPL Services Corporation, PPL Rhode Island Holdings, LLC, PPL Energy Holdings, LLC, PPL Corporation, and The Narragansett Electric Company on the one hand, and National Grid USA and National Grid USA Services Company, Inc. on the other hand, with respect to their common interest in, and the privileged and confidential exchange of information, documents, and other materials relating to, this regulatory proceeding.

JOINT DEFENSE AGREEMENT

This Joint Defense Agreement (“JDA”) is entered into by and between PPL Services Corporation, (“PPL Services”), PPL Rhode Island Holdings, LLC (“PPL Rhode Island”), PPL Energy Holdings, LLC (“PPL Energy”), PPL Corporation (“PPL Corp.”) and The Narragansett Electric Company (“Narragansett”), on the one hand (collectively, “the PPL Entities”), and National Grid USA and National Grid USA Services Company, Inc. (“NGSC”), (collectively, “the National Grid Entities”), on the other hand, with respect to their common interest in and the privileged and confidential exchange of information, documents, and other materials relating to the regulatory proceedings with the Rhode Island Public Utilities Commission, specifically In re: Investigation of Utility Misconduct or Fraud by the Narragansett Electric Company Related to Past Payment of Shareholder Incentive in Docket Nos. 5189 and 22-05-EE (“the Proceedings.”)

WHEREAS, there is a February 18, 2022, Common Interest and Confidentiality Agreement by and among PPL Rhode Island, Narragansett, and National Grid USA (“the Common Interest Agreement”);

WHEREAS, there is a February 2022 Cooperation Agreement between PPL Corp., PPL Energy, PPL Rhode Island, Narragansett, National Grid USA, and NGSC, related to the investigation of activities related to out-of-period invoices in Narragansett’s energy efficiency programs (“the Cooperation Agreement.”)

WHEREAS, on May 25, 2022, PPL Rhode Island acquired 100 percent of the equity interest in Narragansett from National Grid USA (“the Acquisition”);

WHEREAS, PPL Services provides certain shared services, including in-house legal support, to PPL Rhode Island and Narragansett;

WHEREAS, NGSC provides certain shared services, including in-house legal support to

National Grid USA;

WHEREAS, in order to most efficiently and effectively respond to the Proceedings, the PPL Entities and National Grid Entities desire to incorporate the Common Interest Agreement into this JDA and include additional provisions, in order to establish communications between and among themselves and to share to the extent practicable certain information related to the Proceedings, including, but not limited to documents, factual material, mental impressions, memoranda, interview reports, and other information, regardless of their medium of storage, retrieval, and/or communications, including attorney-client confidences of the Parties, all of which will be hereinafter referred to as "Joint Defense Materials." It is essential to the purposes of this JDA that the exchange of Joint Defense Materials be conducted so as to preserve confidentiality and all applicable privileges with respect to such materials. The disclosure of Joint Defense Materials by or on behalf of one Party to another Party shall be entirely voluntary. Nothing in this JDA shall oblige any Party to disclose or share any information (or to cause its counsel to do so) with any other counsel or its client.

Accordingly, it is hereby agreed by the PPL Entities and the National Grid Entities that:

1. The term "Party" means either the PPL Entities or the National Grid Entities, and their respective affiliates, subsidiaries, representatives or agents, including counsel. The term "Parties" means the PPL Entities and the National Grid Entities, and their respective affiliates, subsidiaries, representatives or agents, including counsel.
2. The Parties all share a common interest in defending and responding to requests and findings made in the Proceedings and shall constitute the Joint Defense Group.
3. The undersigned represent that they are authorized to enter into this JDA and that they agree to abide by its terms.

4. The terms of the Common Interest Agreement are incorporated into this JDA. For purposes of this JDA, the Parties' defense and response to the various issues raised in the Proceedings is one of the "Common Interests" set forth in the Common Interest Agreement, and the JDA Materials are among the "Common Interest Materials" set forth in the Common Interest Agreement. To the extent that any provisions of this JDA conflicts with a provision of the Common Interest Agreement, the Cooperation Agreement, or any other agreement between the PPL Entities and the National Grid Entities concerning the subject matter of this JDA as it relates to the Proceedings, the provision of this JDA shall control.

5. Upon entry of final adjudication of all the issues presented in the Proceedings, including exhaustion of all appellate rights, or a final settlement disposing of all the issues in the Proceedings, this JDA shall terminate, and each member shall return or destroy all documents and copies of documents containing or comprising confidential information or materials unless otherwise expressly agreed among the members at the time, except that counsel of record for the Parties in the Proceedings may retain a complete set of filings, hearing transcripts, and correspondence files. The duties and obligations to treat information disclosed under this JDA as confidential and privileged shall survive the termination of this JDA. The provisions of this paragraph shall not apply to information which, without breach of this JDA, has become public knowledge.

6. Nothing in this JDA shall be construed to prevent any Party from imposing additional restriction on the disclosure of Joint Defense Materials, and the other Party shall abide by such additional restriction(s). For example, (i) if a Party wishes to limit disclosure of information solely to in-house and outside counsel and such counsel's consultants/experts, it may do so by designating such materials "For Review by Counsel and Consultants Only," or words to

that effect; (ii) if a Party wishes to limit disclosure of information solely to in-house and outside counsel, it may do so by designating such materials “Counsel’s Eyes Only,” or words to that effect; (iii) if a Party wishes to limit the disclosure of information solely to outside counsel, it may do so by designating such materials “For Review by Outside Counsel Only,” or words to that effect.

7. This JDA will not prevent any attorney from representing their respective clients in any other litigation that may arise between the Parties hereto. Nothing in this JDA shall serve as a basis for any Party to seek, in connection with any other matter, disqualification of any counsel that represents any other defendant in the Proceedings. In addition, to the extent, if any, that counsel for any Party has or is held to have a conflict of interest, resulting from this JDA, in representing any Party in another matter, each other defendant hereby waives any such conflict with respect to the Proceedings.

8. All information communicated under this JDA shall continue to be held confidentially and subject to privilege even if adversity of interest may later be discerned or arise between or among the members of the Joint Defense Group, irrespective of any claim that the community of interest or joint defense privileges otherwise may become prospectively inoperative by virtue of such claimed adversity.

9. Neither this JDA nor any action taken pursuant to it, nor any statement or document disclosed shall be deemed to be an admission of any Party in connection with the Proceedings, nor shall this JDA in any way affect the apportionment of any expense, judgment or other liability not expressly provided by this JDA.

10. This JDA does not establish any attorney-client relationship with any attorney other than with the attorneys who have appeared on behalf of the Parties in the Proceedings, and no such relationship shall be inferred by this JDA.

11. The inadvertent or unintentional disclosure of privileged or work product materials supplied under this JDA shall not be deemed a waiver in whole or in part of any applicable confidentiality, privilege or immunity, either as to the specific information disclosed or as to any other information relating thereto or on the same or related subject matter (and none of the Parties will assert such a waiver argument). Upon the discovery of the inadvertent error, the Parties shall cooperate to restore the confidentiality, privilege or immunity to such disclosed material, including retrieval of all copies, if possible.

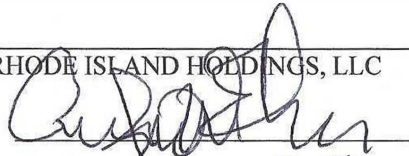
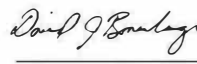


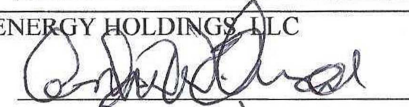
12. This JDA will not create any agency or similar relationship among the Parties. No Party shall have authority to waive any applicable privilege or immunity on behalf of any other Party, nor will any waiver of any applicable privilege or immunity by the conduct of one Party be construed to apply to any other Party. Each of the Parties shall remain solely responsible for the legal fees and expenses of its own counsel, except as otherwise expressly agreed in writing in advance.

13. Any Party to this JDA may withdraw from it at any time for any reason, subject only to the requirements that such withdrawing Party give written notice to the other Party of its intent to withdraw within five days of having formed the intent to withdraw.

14. Upon withdrawal or termination of this JDA, the Parties shall (1) promptly return all tangible things, documents or other written communications or information provided pursuant to this JDA to the Party or counsel that originally provided such material, or alternatively shall destroy the same and notify the other Party that it has done so; and (2) continue to abide by the

obligations of confidentiality and privilege with respect to documents or information obtained pursuant to this JDA.

15. By our signatures below we agree to the terms of this Joint Defense Agreement.

PPL RHODE ISLAND HOLDINGS, LLC By <u></u> Name: <u>Andrew W. Elmore</u> Dated: <u>August 17, 2022</u>	NATIONAL GRID USA By _____ Name: _____ Dated: _____
THE NARRAGANSETT ELECTRIC COMPANY By <u></u> Name: <u>David J. Bonenberger</u> Dated: <u>August 15, 2022</u>	NATIONAL GRID USA SERVICE COMPANY, INC. By _____ Name: _____ Dated: _____
PPL SERVICES CORPORATION By <u></u> <small>Joseph P. Bergstein, Jr. (Aug 15, 2022 14:20 EDT)</small> Name: <u>Joseph P. Bergstein, Jr.</u> Dated: <u>August 15, 2022</u>	
PPL CORPORATION By <u></u> <small>Joseph P. Bergstein, Jr. (Aug 15, 2022 14:20 EDT)</small> Name: <u>Joseph P. Bergstein, Jr.</u> Dated: <u>August 15, 2022</u>	
PPL ENERGY HOLDINGS LLC By <u></u> Name: <u>Andrew W. Elmore</u> Dated: <u>August 17, 2022</u>	

<p>PPL RHODE ISLAND HOLDINGS, LLC</p> <p>By _____</p> <p>Name: _____</p> <p>Dated: _____</p>	<p>NATIONAL GRID USA</p> <p>By <u>Keri Sweet Zavaglia SVP: USGC</u></p> <p>Name: <u>Keri Sweet Zavaglia</u></p> <p>Dated: <u>August 12, 2022</u></p>
<p>THE NARRAGANSETT ELECTRIC COMPANY</p> <p>By _____</p> <p>Name: _____</p> <p>Dated: _____</p>	<p>NATIONAL GRID USA SERVICE COMPANY, INC.</p> <p>By <u>Keri Sweet Zavaglia SVP: USGC</u></p> <p>Name: <u>Keri Sweet Zavaglia</u></p> <p>Dated: <u>August 12, 2022</u></p>
<p>PPL SERVICES CORPORATION</p> <p>By _____</p> <p>Name: _____</p> <p>Dated: _____</p>	
<p>PPL CORPORATION</p> <p>By _____</p> <p>Name: _____</p> <p>Dated: _____</p>	
<p>PPL ENERGY HOLDINGS, LLC</p> <p>By _____</p> <p>Name: _____</p> <p>Dated: _____</p>	