

STEVEN J. BOYAJIAN

One Financial Plaza, 14th Floor
Providence, RI 02903-2485
Main (401) 709-3300
Fax (401) 709-3399
sboyajian@rc.com
Direct (401) 709-3359

Also admitted in Massachusetts

September 8, 2023

VIA HAND DELIVERY & ELECTRONIC MAIL

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

RE: Docket 23-23-NG – 2023 Distribution Adjustment Charge and Gas Cost Recovery Filing - Responses to PUC Data Requests – Set 1 (Full Set)

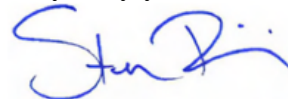
Dear Ms. Massaro:

On behalf of Rhode Island Energy,¹ I have enclosed the Company's responses to the Public Utilities Commission's ("PUC") First Set of Data Requests (Full Set) in the referenced docket. This full set of responses contains the Company's supplemental response to PUC 1-2.

Please note that Attachments PUC 1-5-1 through 1-5-9, Attachment PUC 1-6-1, Attachment PUC 1-6-2, Attachment PUC 1-7-1 and Attachment PUC 1-7-2 contain confidential information that was the subject of a previously filed motion for protective treatment. A copy of that motion is included in this package for completeness.

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 23-23-NG Service List
Leo Wold, Esq.
John Bell, Division
Al Mancini, Division

¹ The Narragansett Electric Company d/b/a Rhode Island Energy ("Rhode Island Energy" or the "Company").

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 8, 2023

Date

**Docket No. 23-23-NG – Narragansett Electric Co. d/b/a Rhode Island Energy 2023 Gas Cost Recovery Filing (GCR)
2023 Distribution Adjustment Clause (DAC)
Service List as of 8/15/2023**

Name/Address	E-mail	Phone
The Narragansett Electric Company d/b/d Rhode Island Energy Celia B. O'Brien, Esq. 280 Melrose Street Providence, RI 02907	cobrien@pplweb.com ;	401-578-2700
	jhutchinson@pplweb.com ;	
	jscanlon@pplweb.com ;	
Steven Boyajian, Esq. Robinson & Cole LLP One Financial Plaza, 14 th Floor Providence, RI 02903	SBoyajian@rc.com ;	401-709-3337
	lpimentel@rc.com ;	
	HSeddon@rc.com ;	
Rhode Island Energy Stephanie A. Briggs Jeffrey D. Oliveira Tyler G. Shields Peter R. Blazunas James M. Stephens Stuart Wilson Tim Jones Michele V. Leone Laeyeng H. Hunt Brandon W. Flynn Julie M. Porcaro Kate Grant Terry J. Crupi	SBriggs@pplweb.com ;	
	JOliveira@pplweb.com ;	
	TGShields@pplweb.com ;	
	pblazunas@ceadvisors.com ;	
	Stuart.Wilson@lge-ku.com ;	
	tim.jones@lge-ku.com ;	
	MVLeone@RIEnergy.com ;	
	LHHunt@RIEnergy.com ;	
	BFlynn@RIEnergy.com ;	
	JMPorcaro@RIEnergy.com ;	
jmstephens@pplweb.com ;		
kgrant@rienergy.com ;		
tjcrupi@pplweb.com ;		

National Grid Samara Jaffe Elizabeth Arangio Megan Borst John Protano Theodore Poe, Jr. Shira Horowitz	Samara.Jaffe@nationalgrid.com ;	
	Elizabeth.Arangio@nationalgrid.com ;	
	Megan.borst@nationalgrid.com ;	
	John.Protano@nationalgrid.com ;	
	Theodore.PoeJr@nationalgrid.com ;	
	Shira.Horowitz@nationalgrid.com ;	
Division of Public Utilities (DIV) Leo Wold, Esq. Division of Public Utilities 150 South Main St. Providence, RI 02903	Leo.wold@dpuc.ri.gov ;	401-780-2177
	John.bell@dpuc.ri.gov ;	
	Al.mancini@dpuc.ri.gov ;	
	Margaret.L.Hogan@dpuc.ri.gov ;	
	Paul.roberty@dpuc.ri.gov ;	
	Ellen.Golde@dpuc.ri.gov ;	
	Machaela.Seaton@dpuc.ri.gov ;	
Jerome Mierzwa Exeter Associates, Inc. 10480 Little Patuxent Parkway, Suite 300 Columbia, MD 21044	jmierzwa@exeterassociates.com ;	410-992-7500
	lmorgan@exeterassociates.com ;	
David Efron Berkshire Consulting 12 Pond Path North Hampton, NH 03862-2243	Djeffron@aol.com ;	603-964-6526
File an original & nine (9) copies w/: Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	Luly.massaro@puc.ri.gov ;	401-780-2107
	Patricia.lucarelli@puc.ri.gov ;	
	Alan.nault@puc.ri.gov ;	
	Christopher.Caramello@puc.ri.gov ;	
	Todd.bianco@puc.ri.gov ;	
	Emma.rodvien@puc.ri.gov ;	
Christopher Kearns Office of Energy Resources	Christopher.Kearns@energy.ri.gov ;	
	William.Owen@energy.ri.gov ;	
Nicholas Vaz, Esq. RI Attorney General Office	nvaz@riag.ri.gov ;	
	mbedell@riag.ri.gov ;	
James Crowley, Esq. Conservation Law Foundation	jcrowley@clf.org ;	

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION**

THE NARRAGANSETT ELECTRIC)	
COMPANY d/b/a RHODE ISLAND ENERGY)	DOCKET NO. 23-23-NG
2023 DISTRIBUTION ADJUSTMENT CHARGE AND)	
2023 GAS COST RECOVERY FILING)	

**MOTION OF THE NARRAGANSETT ELECTRIC COMPANY
FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION**

The Narragansett Electric Company d/b/a Rhode Island Energy (the “Company”) hereby respectfully requests that the Public Utilities Commission (“PUC” or the “Commission”) grant protection from public disclosure for certain confidential responses to the Commission’s First Set of Data Requests. Specifically, the Company seeks protective treatment for Attachments PUC 1-5-1 through 1-5-9, Attachment PUC 1-6-1, Attachment PUC 1-6-2, Attachment PUC 1-7-1, and Attachment PUC 1-7-2 (the “Confidential Attachments”). The reasons for the protective treatment are set forth herein. The Company also requests that, pending entry of that finding, the Commission preliminarily grant the Company’s request for confidential treatment pursuant to 810-RICR-00-00-1.3(H)(2).

The Company seeks protective treatment for the Confidential Attachments because they include commercially sensitive vendor invoices and pricing that the Company negotiates with counterparties. The disclosure of this information would be detrimental to the commercial interests of the Company.

I. LEGAL STANDARD

Rhode Island’s Access to Public Records Act (“APRA”), R.I.G.L. §38-2-1 *et. seq.*, sets forth the parameters for public access to documents in the possession of state and local government agencies. Under APRA, all documents and materials submitted in connection with the transaction

of official business by an agency are deemed to be a “public record,” unless the information contained in such documents and materials falls within one of the exceptions specifically identified in R.I.G.L. §38-2-2(4). Therefore, to the extent that information provided to the Commission falls within one of the designated exceptions to APRA, the Commission has the authority under the terms of APRA to deem such information to be confidential and to protect that information from public disclosure.

In that regard, R.I. Gen. Laws § 38-2-2(4)(B) provides that the following types of records shall not be deemed public:

Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature.

The Rhode Island Supreme Court has held that this confidential information exemption applies where the disclosure of information would be likely either (1) to impair the government’s ability to obtain necessary information in the future; or (2) to cause substantial harm to the competitive position of the person from whom the information was obtained. *Providence Journal Company v. Convention Center Authority*, 774 A.2d 40 (R.I. 2001). The first prong of the test is satisfied when information is provided to the governmental agency and that information is of a kind that would customarily not be released to the public by the person from whom it was obtained. *Providence Journal*, 774 A.2d at 47.

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 Commission 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.”).

II. BASIS FOR CONFIDENTIALITY

The Confidential Attachments included in the Company’s responses to the Commission’s First Set of Data Requests include commercially sensitive vendor invoices and pricing for tools and equipment that the Company maintains as confidential. With respect to certain tool and equipment prices, the Company’s agreements with vendors specifically require that the information be maintained as confidential. Additionally, the Company’s procurement personnel have agreed to maintain certain pricing information as confidential in the course of negotiating favorable pricing with vendors. Finally, even in the absence of any written or verbal confidentiality agreement, disclosure of favorable pricing extended to the Company by vendors would disincentivize vendors from agreeing to favorable pricing in the future because disclosure of those prices hamper vendors’ ability to negotiate with other customers. For these reasons, the prices contained in the Confidential Attachments are information that would not customarily be released to the public by the Company. Therefore, the first prong of the *Providence Journal* test has been satisfied. *See Providence Journal*, 774 A.2d at 47.

III. CONCLUSION

For the foregoing reasons, the Company respectfully requests that the Commission grant this motion for protective treatment of Attachments PUC 1-5-1 through 1-5-9, Attachment PUC 1-6-1, Attachment PUC 1-6-2, Attachment PUC 1-7-1, and Attachment PUC 1-7-2.

Respectfully submitted,

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

By its attorneys,



Steven J. Boyajian (#7263)
Robinson & Cole LLP
One Financial Plaza, 14th Floor
Providence, RI 02903
Tel. (401) 709-3300
Fax. (401) 709-3399
sboyajian@rc.com

Dated: August 28, 2023

CERTIFICATE OF SERVICE

I hereby certify that on August 28, 2023, I delivered a true copy of the foregoing Motion via electronic mail to the parties on the Service List for Docket No. 23-23-NG.



Heidi J. Seddon

PUC 1-1

Request:

Referring to pages 12-13 of the testimony of Nathan Kocon (Bates pages 11-12), please explain:

- a. why the Company made a decision to exceed the proactive main replacement program budget by over \$13 million;
- b. when the decision was made to overspend by this amount; and
- c. whether there was an urgency of any kind to overspend in FY 2023 rather than waiting until the next ISR approval proceeding? If so, please identify and explain.

Response:

- a. In its Report and Order regarding the Company's Fiscal Year ("FY") 2023 Gas Infrastructure, Safety, and Reliability Plan (the "FY2023 Plan") in Docket No. 5210, the Public Utilities Commission (the "Commission") approved the FY2023 Plan subject to certain conditions including the following:

The Division and TNEC will monitor TNEC targeted pipe replacement rate at least semi-annually and will adjust the ISR plan to ensure that the actual rate of replacement keeps up with the targeted replacement rate.¹

The above excerpt from the Commission's Report and Order was an adoption of the recommendation made by the Division of Public Utilities and Carriers (the "Division") in Docket No. 5210. Specifically, the Division recommended as follows:

[I]f the Company reduces its forecasted carryover miles and has available resources, the Division recommends that the Company continue replacing leak prone pipe through its Proactive Main Replacement Program while still maintaining the overall ISR budget. In this way, the Company has some

¹ RIPUC Report and Order No. 24452 (issued Jul. 27, 2022), at 22.

PUC 1-1, Page 2

flexibility within the approved budget all the while meeting or exceeding the Company’s goal of abandoning 65^{2]} miles of leak prone pipe per year.³

Consistent with that directive, the Company continually evaluated its progress on main replacement throughout FY2023. In consultation with the Division, and to keep up with the targeted rate of replacement in the FY2023 Plan, the Company made adjustments to the ISR Plan, described in more detail below, to reallocate unutilized dollars and manpower to achieve the approved main replacement target of 64.5 miles.

The overbudget variance of \$13.312 million for the Proactive Main Replacement and Rehabilitation is comprised of three categories that each contribute to the abandonment or rehabilitation of leak prone pipe and reduce the emissions of the gas distribution system.

Categories	Budget	Actual	Variance
Proactive Main Replacement & Rehabilitation			
<i>Main Replacement (Proactive) - Leak Prone Pipe</i>	\$75,204	\$84,673	\$9,469
<i>Main Replacement & Rehabilitation (Proactive) - Large Diameter LPCI Program</i>	\$2,250	\$4,803	\$2,553
<i>Atwells Avenue</i>	\$1,464	\$2,754	\$1,290
<i>Proactive Main Replacement Total</i>	\$78,918	\$92,230	\$13,312

The Proactive Main Replacement program (“MRP”) had an overbudget variance of \$9.47 million. The Proactive Main Replacement and Rehabilitation – Large Diameter LPCI Program (CISBOT & CI Lining) had an overbudget variance of \$2.55 million. The Atwells Avenue project had an overbudget variance of \$1.29 million. Collectively the spending in these specific categories was overbudget by \$13.31 million.

Proactive Main Replacement:

For the MRP, approximately \$9.00 million of the budget variance resulted from reallocation of funding from the Public Works categories, which were underbudget by \$7.19 million, and the Main Replacement (Reactive) – Maintenance program, which included \$1.81 million for Oxbow Farms that was on hold. When the Company builds its proposed annual workplan, the starting point is to evaluate on a portfolio basis the total

² Final approved abandonment target was 64.5 miles.

³ Joint Memorandum of Alberico Mancini and Rod Walker, at 4 (Feb. 18, 2022) *available at* <https://ripuc.ri.gov/sites/g/files/xkgbur841/files/eventsactions/docket/5210-DIV-Mancini-Walker-Memo-2-18-22.pdf>.

PUC 1-1, Page 3

number of miles that can be installed and abandoned with the available resources and how many miles or projects the State and municipalities will permit in a single year. The volume of installation and abandonment miles that are expected for all other categories throughout the Gas ISR Plan portfolio are then deducted and/or allocated from MRP, but the overall portfolio totals remain about the same. In short, if the Company had not proposed 14.0 miles of Public Works installation and abandonment, it would have proposed 14.0 additional miles in MRP as the Company continues to remove leak prone pipe from its gas system consistent with approved targets.

The approved 64.5 miles was the minimum amount of leak prone pipe the Company targeted for abandonment for FY2023, because abandoning leak prone pipe reduces risk, enhances the safety and reliability of the gas system, and helps reduce emissions associated with leaks. Achieving the portfolio wide fiscal year abandonment targets has been one of the top priorities—if not the top priority—of the Company since FY2012 and historically has been supported by the Division and Commission.⁴

Regarding the decision to shift budget dollars from Public Works to MRP, as indicated in the Q2 FY 2023 Gas ISR Report, the Company realized by September 2022 that the volume of workable work (work that will advance to construction) had not fully

⁴ See, e.g., RIPUC Order No. 24452, Docket No. 5210, FY2023 Gas, Infrastructure, Safety, and Reliability Plan, at 26 stating: “The Division and TNEC will monitor TNEC targeted pipe replacement rate at least semi-annually and will adjust the ISR plan to ensure that the actual rate of replacement keeps up with the targeted replacement rate.” See also RIPUC Order No. 24042, Docket No. 5099, FY2022 Gas Infrastructure, Safety and Reliability Plan, at 26 stating:

The Commission also relies upon the Division’s opinion stated in its memorandum of March 3, 2021, which concluded:

“The safety and reliability of the natural gas distribution system should be at the forefront of any infrastructure replacement program. *It is the Company’s, its customers’ and the general best interest to find the most cost-effective, efficient, safe and reliable way to eliminate leak-prone infrastructure in a reasonable timeframe* while at the same time continuing to monitor the Company’s system for safety and reliability issues. The proposed FY 2022 Gas ISR budget . . . is a reasonable approach to continue addressing the safety and reliability of the system.”

Accepting the Division’s recommendation and supporting testimony, the Commission has made no adjustments to the discretionary budget except as otherwise indicated in this order.

(Emphasis added.)

PUC 1-1, Page 4

materialized in the Public Works categories such that the Company would not fully execute the budgeted volume of FY2023 Public Works projects. This was mainly due to the timing of project request submissions to the Company. Because of that timing, the construction phases of certain Public Works projects would commence at the end of FY2023 and the beginning of FY2024. Consistent with the Commission’s Report and Order and Division’s recommendations in Docket No. 5210, the Company decided to adjust the ISR Plan to meet its main replacement targets by shifting resources (crews and dollars) from Public Works into MRP to fund and/or complete work. The MRP projects selected for advancement were chosen for a combination of reasons. The Company sought to advance main replacement projects ahead of paving to ensure completion prior to road opening moratoriums that could prevent main replacements in the future or for other emergent reasons. The Company also sought to advance shovel ready projects that would have been in the FY2024 plan. Taken together, these reasons caused the advancement of MRP projects to replace work in other main replacement categories that had not materialized or advanced to the point of construction readiness.

Within the MRP program, for projects that were “walked in” to FY2023 (i.e., not started prior to FY2023 and were not on the original FY2023 workplan), the Company installed at least 7.2 miles and abandoned 7.9 miles that were advanced into FY2023 because of reactive factors, which resulted in spending of \$12.27 million in FY2023. The chart below provides a breakdown of the reactive factors contributing to this work being advanced into FY2023.

Work Completed	FY2023 Spending	Installed Miles	Abandoned Miles
Ahead of Paving	\$10.05 million	5.7	6.6
Rush Main (urgent field conditions)	\$1.19 million	1.0	0.9
Encroachment	\$1.03 million	0.5	0.5
Total	\$12.27 million	7.2	7.9

PUC 1-1, Page 5

Please see the Company's response to PUC 1-2(c) for an explanation of each reactive factor. It is a typical annual occurrence for some number of emergent or reactive projects to be "walked in" and completed in the MRP category; these are projects that should be completed as soon as it is feasible to do so. Typically, the funding and resources for those emergent or reactive projects comes from or replaces the budget and/or resources of other MRP projects that were originally part of the fiscal year's workplan list. The FY2023 workplan list projects that are not completed during FY2023 fall into two main categories: (1) projects deferred for a variety of construction factors (e.g., permitting or coordination with municipalities or other utilities); and (2) projects deferred in favor of emergent or reactive projects. Because of the available portfolio budget (from Public Works) and available resources, the Company did not need to defer FY2023 workplan projects to allow for the walk-in of emergent or reactive projects.

Although the Public Works category is reactive, the Company also took into consideration that increased state⁵ and federal funding⁶ for roadway projects were on the horizon for FY2024, FY2025, and beyond. This could increase the typical annual volume of Public Works project requests and draw from the Company's MRP resources causing deferral of MRP workplan projects in future years. The Rhode Island Department of Transportation ("RIDOT") Municipal Road Fund Program has come to fruition in 2023, and the \$20 million of funding is expected to generate over \$80 million of municipal projects across Rhode Island for roads, sidewalks, and bridges in the coming years. RIDOT is also investing hundreds of millions of dollars in bridge and roadway projects over the next eight to ten years through the Bipartisan Infrastructure Investment and Jobs Act. This funding has generated, and is expected to continue to generate, Public Works project requests.

Consistent with the Commission's directive in Report and Order No. 24452 in Docket No. 5210, the Company met with the Division at the close of the second quarter of FY2023 to explain the rationale for shifting dollars and resources from Public Works to Proactive Main Replacement and Rehabilitation projects, and the Division supported the Company's approach. This strategy was not only consistent with the Commission's Report and Order

⁵ Rhode Island Department of Transportation Municipal Road Fund Program
<https://www.dot.ri.gov/projects/MunicipalRoads/>.

⁶ Bipartisan Infrastructure Investment and Jobs Acts Accelerated Project List as of January 19, 2022.
https://www.dot.ri.gov/Green_Infrastructure_Bill_Narrative/Green_Infrastructure_Bill_Narrative.pdf

PUC 1-1, Page 6

but also aligned with the Division's recommendations in Docket No. 5210⁷ to maintain the overall ISR Plan budget and meeting or exceeding the Company's goal of abandoning 65 miles of leak prone pipe per year.

Proactive Main Replacement and Rehabilitation – Large Diameter LPCI Program (CISBOT & CI Lining):

The original FY2023 budget called for two CISBOT (Cast-Iron Sealing Robot) projects; however, based on contractor availability, project readiness, budget availability, and moderate Company resource requirements for this type of work, the Company completed four CISBOT projects in FY2023 and started a fifth job at the end of the fiscal year. The Company's CISBOT contractor has been performing well and has exhibited the ability to perform additional work. As of December 31, 2022, there were approximately 35.4 miles of cast iron with a diameter greater than 12-inches that had not been reconditioned on the Company's gas system. These segments of pipe are considered leak prone pipe and are typically critical to supplying gas throughout the gas system. The Company determined it was prudent to complete the two additional CISBOT projects, which helps prolong the life of those critical segments of large diameter pipe. CISBOT projects are prioritized based on several factors, including leak activity and challenges with accessing and/or replacing the entire segment of main.

At the close of the second quarter of FY2023, the Company also discussed the decision to perform additional CISBOT work with the Division; the Division indicated its support for the Company's approach.

Atwells Avenue:

The Atwells Avenue project was overspent in FY2023 because of the final restoration associated with Segments 1A, 1B, 2, and DePasquale Square. The final restoration requirements of this historic area, through one of Providence's busy restaurant districts, has resulted in higher costs. The final restoration of DePasquale Square originally was planned for FY2024 but was completed in FY2023, ahead of schedule, because the Company has been coordinating final restoration efforts with the City of Providence and their ongoing sidewalk restoration work.

⁷ Joint Memorandum of Alberico Manici and Rod Walker, at 4 (Feb. 18, 2022) available at <https://ripuc.ri.gov/sites/g/files/xkgbur841/files/eventsactions/docket/5210-DIV-Mancini-Walker-Memo-2-18-22.pdf>.

PUC 1-1, Page 7

- b. As referenced in the Company's response to part a., above, the decision to shift dollars from Public Works to MRP, resulting in an overspend of the MRP budget, was made during the second quarter of FY2023. The decision to perform additional CISBOT jobs, which resulted in a forecasted budget overspend, was also made during the second quarter of FY2023. The Atwells Avenue overspend resulted from the need to complete final restoration.
- c. Yes, there was a level of urgency that resulted in overspending, at a category level, during FY2023 rather than waiting until the next Gas ISR Plan approval proceeding. Below is a summary by subcategory.
1. **Proactive Main Replacement:** Please see the Company's response to part a., above, which discusses the MRP work the Company advanced into FY2023 as a result of certain reactive factors.
 2. **Proactive Main Replacement and Rehabilitation – Large Diameter LPCI Program (CISBOT & CI Lining):** Two CISBOT projects were the main drivers of this category overspending variance; 94-188 Legion Way, Cranston and Thames Street (Section 2), Newport. As discussed in the Company's response to part b., above, for CISBOT jobs, it can be challenging to reach alignment between contractor availability, project readiness (including limited permit schedules), budget availability, and Company resource requirements; however, the Company was able to achieve that alignment. It was urgent to proceed with these two projects in FY2023. **94-188 Legion Way** is near a high school, and the permit required this segment of the project to be completed during the summer months when school was not in session. Please note, the Company completed a second segment of the overall Legion Way CISBOT project in FY2024. **Thames Street (Section 2)** is a heavy tourism area in Newport, and this project also had a narrow permit window. In this case, Section 2 (FY2023) and Section 3 (FY2024) needed to be completed before the busy summer tourism season started, so it was important for the Company to start work in the field on Section 2 as soon as it was feasible to do so to comply with the City of Newport's permit requiring completion prior to May 29, 2023.
 3. **Atwells Avenue:** The FY2023 activities on this project primarily were final restoration efforts. The Company worked in close conjunction with the City of Providence and followed the City's sidewalk restoration efforts. The City of

PUC 1-1, Page 8

Providence requested that the Company complete restoration work on Atwells Avenue as soon as possible because that street is part of a historic restaurant district that has significant vehicle, parking, and pedestrian traffic.

PUC 1-2 - Supplemental

Request:

Please provide the following:

- a. Schedule 1 – a listing of all the projects within the Proactive Main Replacement Program that were the basis for the Company's original spending forecast of \$78,918,000 which was approved by the Commission. In the schedule, please indicate the original cost estimate for each and the actual spending that occurred.
- b. Schedule 2 – a listing of all the projects within the Proactive Main Replacement Program that were not included in the original spending forecast, but were advanced in FY2023 and contributed to the overspend in that category. In the schedule, please indicate the original cost estimate (if any) that the Company had prior to commencing the project and the actual spending that occurred.
- c. For each project identified in Schedule 2, please identify the location and condition of the pipeline that was replaced, and provide an explanation of the main drivers behind why the Company considered it important to proceed with the replacement in FY2023.

Response:

During Fiscal Year ("FY") 2023, the Company had work activity on 475 individual projects within the Proactive Main Replacement & Rehabilitation Program categories. These projects fall into three distinct sub-categories relative to the original project list presented in the FY2023 Gas ISR Plan:

1. Projects that began, but were not completed, prior to the start of FY2023. These projects were not included in the FY2023 proposed project list. The projects spanned the gamut of statuses from just started to nearly complete at the start of FY2023. A large portion of the charges on these projects in FY2023 were for close out and final restoration and paving activities. In total, there were 194 projects in this category with a total spend of \$30.055 million.
2. Projects that were included in the Company's proposed FY2023 Gas ISR Plan. There were 104 projects proposed in the Proactive Main Replacement & Rehabilitation Program for FY2023, including two CISBOT projects. Of these, the Company incurred spend, including engineering, permitting, administrative, construction, restoration, and other costs, on 98 of them totaling \$28.792 million. Please see Attachment PUC 1-2-1 for the list of these projects.

PUC 1-2 - Supplemental, page 2

3. Projects that were not included in the Company's proposed FY2023 Gas ISR Plan but the Company began construction on them for reasons such as cast-iron encroachments by third parties, rush mains due to material condition, projects ahead of paving by municipalities, high risk scoring, specialty resource availability, among others. In addition, this category includes spend on projects that had preparatory charges, such as engineering or material purchases during FY2023 in preparation for execution in a future fiscal year. There was a total of 189 projects in this category totaling \$31.880 million. Please see Attachment PUC 1-2-2 for the list of these projects. Please see Attachment PUC 1-2-3 for explanations of the main drivers for advancing them.

The summary of these project categories illustrates the rolling portfolio-based nature of the work the Company undertakes. Projects begin year-round, often carry into following years (especially when factoring in restoration) and are re-prioritized as conditions and third-party activities and demands change. Comparing the spending of a particular project in FY2023 against its estimate is likely to generate a large variance because of spend that may have occurred on the project ahead of or trailing the fiscal year in which the major construction portion of the project took place.

In preparing its response to this data request, the Company recognized that there is a \$1.003 million variance between the spend presented in the FY2023 Gas ISR Plan reconciliation filing and the sum of the projects presented in this response. This variance is the result of accounting adjustments that were tracked at the category program level for FY2023, and the Company is in the process of reconciling this variance. The Company will supplement this response when it has determined the root cause of this variance and any changes resulting therefrom.

- a. Attachment PUC 1-2-1 lists all projects within the Proactive Main Replacement program that formed the basis for the original \$78,918,000 budget.
- b. Attachment PUC 1-2-2 lists all projects within the Proactive Main Replacement program that had preparatory charges, such as engineering, permitting, materials, administration, or other pre-construction costs during FY2023 but did not begin construction and were not included in the FY2023 Gas ISR Plan. Attachment PUC 1-2-3 lists all projects within the Proactive Main Replacement program that began construction during FY2023 but were not included in the Company's proposed ISR Plan.
- c. Attachment PUC 1-2-3 indicates the main drivers of the Company's decision to advance the identified projects. The Main Driver codes are defined as follows:

PUC 1-2 - Supplemental, page 3

- Risk Score: The project was brought into the program because it had a sufficiently high risk score and had progressed to a workable state.
- Contingent: The project was contingent on, or was a prerequisite to, another project. Completing both projects together either was necessary or logistically expedient.
- Ahead of Paving: The project was undertaken upon notification by a municipality or the Rhode Island Department of Transportation of paving work taking place in proximity to the Company's Leak Prone assets. In some cases, the project was originally designed as a proactive replacement already, or in other cases the project did not fit the requirements of the Public Works program. The Company has found that even simpler mill and pave operations can have a detrimental effect on leak prone assets and therefore attempts to replace leak prone assets when notified ahead of paving operations. Also, paving can lead to a moratorium on road opening permits, which would prevent the Company from replacing leak prone assets in newly paved streets.
- Leak Activity: The project either had increased leak activity or an active leak within its scope. In the latter case, the project was undertaken to satisfy the Company's obligation to repair leaks within certain timeframes.
- Logistics: The project was undertaken when no other higher priority project was available to start due to permitting, resource availability, or other limitations but was used to meet the Company's abandonment obligation for leak prone pipe.
- Rush Main: The project was undertaken when other excavation activity, such as a leak repair, found significant deterioration of the main, warranting immediate replacement.
- CISBOT: The project was undertaken opportunistically when the specialty contractor for this work was available, the project was permitted, and all other pre-construction requirements were met. Because of the unique nature of CISBOT work, the Company took advantage of the availability of the proprietary resource to advance this work. The Company has found in the past that the contractor is not always available when the Company would prefer or in alignment with municipal permit requirements.

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- Encroachment: The project was undertaken to remediate a cast-iron encroachment impacting one of the Company's small diameter cast-iron assets due to third-party or environmental excavation. The Company usually issues encroachment work orders under the Public Works category except in cases where a main replacement segment already has been designed under the Proactive Main category. The Company is obligated to remediate cast-iron encroachments as quickly as is feasible per the Code of Federal Regulations¹ as well as internal Operations and Maintenance procedures.

Supplemental Response:

As noted above, in preparing its original response to this data request, the Company recognized that there was a \$1.003 million variance between the spend presented in the FY2023 Gas ISR Plan reconciliation filing and the sum of the projects presented in that response. The Company determined that the root cause of the variance was that, at the time the original response was submitted, the team preparing the response did not have access to the work order detail level costs for a subset of work orders that made up the aggregate number reported in the reconciliation filing. Upon consulting with the Plant Accounting team, these work order level details were merged into the original response, resulting in no variance between the sum of the details and the aggregate reporting. The Company has reconciled the variance regarding the projects within the three Proactive Main Replacement & Rehabilitation Program sub-categories relative to the original project list presented in the FY2023 Gas ISR Plan. The resulting corrected information is provided below (in bold):

1. Projects that began, but were not completed, prior to the start of FY2023. These projects were not included in the FY2023 proposed project list. The projects spanned the gamut of statuses from just started to nearly complete at the start of FY2023. A large portion of the charges on these projects in FY2023 were for close out and final restoration and paving activities. In total, there were **189** projects in this category with a total spend of **\$30.853** million.
2. Projects that were included in the Company's proposed FY2023 Gas ISR Plan. There were 104 projects proposed in the Proactive Main Replacement & Rehabilitation Program for FY2023, including two CISBOT projects. Of these, the Company incurred spend, including engineering, permitting, administrative, construction,

¹ See 49 CFR 192.755 <https://www.govinfo.gov/content/pkg/CFR-2013-title49-vol3/pdf/CFR-2013-title49-vol3-sec192-755.pdf>.

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- restoration, and other costs, on 98 of them totaling **\$29.015** million. Please see Attachment PUC 1-2-1 (Supplemental) for the list of these projects.
3. Projects that were not included in the Company's proposed FY2023 Gas ISR Plan but the Company began construction on them for reasons such as cast-iron encroachments by third parties, rush mains due to material condition, projects ahead of paving by municipalities, high risk scoring, specialty resource availability, among others. In addition, this category includes spend on projects that had preparatory charges, such as engineering or material purchases during FY2023 in preparation for execution in a future fiscal year. There was a total of **195** projects in this category totaling **\$32.362** million. Please see Attachment PUC 1-2-2 (Supplemental) for the list of these projects. Please see Attachment PUC 1-2-3 (Supplemental) for explanations of the main drivers for advancing them.

Projects within the Proactive Main Replacement program that formed basis for the original \$78,918,000 budget.

Sub-Category	Project Description	FY 2023 Actual	FY 2023 Actual	Original Total
		Spend	Spend	Project Estimate
		Submitted 8/23/23	Revised 8/25/23	
Main Replacement Leak Prone Pipe	1016-1100 Hope St, PVD (main)	\$ 6,266	\$ 6,265	\$ 529,941
	1-101 Greeley Av, WWK	\$ 264,957	\$ 264,977	\$ 431,737
	111-320 Greeley Av, WWK	\$ 489,687	\$ 500,528	\$ 1,077,398
	1-118 Potters Av, PVD	\$ 856,497	\$ 856,553	\$ 1,659,650
	1-173 Woonasquatucket Av, NPV	\$ 3,887	\$ 3,888	\$ 1,455,886
	127-250 Mendon Rd, CLD	\$ 88,342	\$ 89,550	\$ 329,640
	13-27 Redwood Dr, NPV (main)		\$ -	\$ 280,262
	1-87 Packard St, CRA	\$ 1,173,253	\$ 1,196,936	\$ 1,624,339
	1970-2117 Pawtucket Av, EPV	\$ 1,093,289	\$ 1,093,347	\$ 1,506,136
	224-259 East Av, PAW	\$ 3,155	\$ 3,157	\$ 308,745
	315-433 Elmwood Ave, PVD (main)	\$ 6,516	\$ 6,516	\$ 2,151,347
	332-458 River St, WSO	\$ 1,453	\$ 1,453	\$ 446,544
	336-463 Benefit St, PVD	\$ 1,467	\$ 1,466	\$ 1,450,519
	364-420 Wellington Av, CRA	\$ 1,409	\$ 1,409	\$ 446,364
	46-52 Top St, PVD	\$ 527	\$ 527	\$ 118,501
	47-53 Railroad Ave, WLY (main)	\$ 248,092	\$ 248,826	\$ 335,341
	481-604 Blackstone St, WSO	\$ 10,496	\$ 10,496	\$ 585,997
	504-546 Smithfield Av, PAW	\$ 1,021,080	\$ 1,036,068	\$ 1,344,035
	55-120 Ellery St, PVD	\$ 728	\$ 728	\$ 1,648,557
	578-776 Plainfield St, PVD	\$ 649	\$ 649	\$ 988,911
	696-786 Atwood Av, CRA	\$ 289,546	\$ 290,432	\$ 1,143,491
	70-250 Centerville Rd, WWK	\$ 3,286	\$ 3,286	\$ 1,302,918
	74-131 Pequot Av, WWK	\$ 149,604	\$ 149,744	\$ 211,503
8-56 Spring St, NPR (main)	\$ 1,207	\$ 1,207	\$ 1,410,000	
936-1074 Mineral Spring Av, NPV	\$ 815	\$ 815	\$ 1,611,212	
Abbott St, CLD	\$ 571,139	\$ 571,164	\$ 1,101,316	
Alden Av, WWK	\$ 1,422	\$ 1,423	\$ 145,700	

Projects within the Proactive Main Replacement program that formed basis for the original \$78,918,000 budget.

Sub-Category	Project Description	FY 2023 Actual	FY 2023 Actual	Original Total
		Spend	Spend	Project Estimate
		Submitted 8/23/23	Revised 8/25/23	
	Anthony Av, PVD	\$ 409	\$ 409	\$ 1,412,393
	Arnolds Neck Dr, WWK	\$ 770	\$ 770	\$ 72,643
Main Replacement Leak Prone Pipe (continued)	Bald Hill Rd, CRA	\$ 298	\$ 298	\$ 98,115
	Baltimore St, PVD	\$ 935	\$ 935	\$ 405,156
	Barstow St, PVD		\$ -	\$ 1,027,152
	Bath St, PVD	\$ 570	\$ 570	\$ 1,013,014
	Bay Spring Av, BRG	\$ 247	\$ 247	\$ 313,202
	Bishop Av, EPV	\$ 248,129	\$ 248,156	\$ 529,092
	Burton St, BST	\$ 996,061	\$ 1,023,496	\$ 956,180
	Cass Av, WSO	\$ 668,064	\$ 674,206	\$ 591,359
	Center St, BST	\$ 434,512	\$ 444,756	\$ 479,428
	Chalapa Av, WSO	\$ 161,080	\$ 161,084	\$ 220,171
	Christine Dr, BRG	\$ 52,056	\$ 52,063	\$ 82,969
	Clark St, CLD	\$ 3,954	\$ 3,955	\$ 632,268
	Cottage St, PAW	\$ 21,050	\$ 21,060	\$ 1,238,799
	Crest Dr, PAW	\$ 850,130	\$ 854,679	\$ 1,793,320
	Croade St, WAN	\$ 20,954	\$ 20,955	\$ 83,288
	Dearborn St, NPR	\$ 278	\$ 278	\$ 275,560
	Dudley St, PVD	\$ 3,309	\$ 3,311	\$ 958,393
	Duncan Av, PVD	\$ 611	\$ 611	\$ 651,240
	E Earle St, CLD	\$ 1,148,255	\$ 1,157,632	\$ 1,583,530
	Eileen Av, CRA	\$ 872,113	\$ 874,525	\$ 571,324
	Emanuel St, NPV	\$ 32,860	\$ 32,875	\$ 837,360
	Fairview St, PVD		\$ -	\$ 395,543
	Frances Av, CRA	\$ 554,862	\$ 555,407	\$ 606,179
	George St, PAW	\$ 91,868	\$ 91,912	\$ 782,575

Projects within the Proactive Main Replacement program that formed basis for the original \$78,918,000 budget.

Sub-Category	Project Description	FY 2023 Actual	FY 2023 Actual	Original Total
		Spend	Spend	Project Estimate
		Submitted 8/23/23	Revised 8/25/23	
	Gesmondi Dr, JOH	\$ 27,408	\$ 27,408	\$ 290,820
	Glenham St, PVD	\$ 708	\$ 708	\$ 710,142
	Glenwood Dr, WWK	\$ 3,197	\$ 3,199	\$ 35,641
	Grover St, NPV	\$ 227,837	\$ 227,858	\$ 314,303
Main Replacement Leak Prone Pipe (continued)				
	Hanover St, PVD	\$ 744	\$ 743	\$ 1,191,863
	Harrison St, PAW	\$ 191,638	\$ 200,872	\$ 766,967
	Langdon St, PVD	\$ 740	\$ 740	\$ 1,431,357
	Lincoln Av, PAW	\$ 42,971	\$ 42,975	\$ 219,428
	Long St, WWK	\$ 314,464	\$ 317,928	\$ 346,252
	Maple St, WSO	\$ 74,761	\$ 76,133	\$ 246,126
	Mason St, WAN	\$ 190,675	\$ 192,863	\$ 307,739
	Metropolitan Rd, PVD	\$ 933,857	\$ 938,310	\$ 1,360,488
	Moccasin Dr, WWK	\$ 271,758	\$ 271,758	\$ 913,426
	Morris St, WWK		\$ -	\$ 168,603
	Namquid Dr, WWK	\$ 864,598	\$ 865,595	\$ 1,449,075
	Oak St, CRA	\$ 339,920	\$ 342,137	\$ 694,568
	Old Forge Rd, BRG	\$ 70,134	\$ 70,134	\$ 111,488
	Old River Rd, LNC	\$ 1,439	\$ 1,439	\$ 1,140,911
	Owens St, WWK	\$ 208,642	\$ 208,666	\$ 234,732
	Pequot Av, WWK	\$ 385,661	\$ 385,693	\$ 639,610
	Perkins Av, CRA	\$ 512,585	\$ 522,863	\$ 653,837
	Pierce St, EGW	\$ 630	\$ 630	\$ 49,421
	Pocasset St, JOH		\$ -	\$ 166,893
	Progress St, PAW	\$ 158,210	\$ 158,282	\$ 1,183,830
	Rawlinson Dr, COV	\$ 3,107	\$ 3,108	\$ 283,000
	Read Av, LNC	\$ 288,310	\$ 288,954	\$ 394,975

Projects within the Proactive Main Replacement program that formed basis for the original \$78,918,000 budget.

Sub-Category	Project Description	FY 2023 Actual	FY 2023 Actual	Original Total
		Spend	Spend	Project Estimate
		Submitted 8/23/23	Revised 8/25/23	
	Roberta Av, PAW	\$ 715,935	\$ 726,887	\$ 1,194,480
	Rolling Green Rd, NPR		\$ -	\$ 795,654
	Ruggles St, PVD	\$ 651	\$ 651	\$ 549,148
	Sand Pond Rd, WWK	\$ 488,263	\$ 493,164	\$ 740,373
	Sandlewood Av, WWK	\$ 139,306	\$ 139,346	\$ 145,757
	Seneca Av, PAW	\$ 8,581	\$ 8,582	\$ 756,245
Main Replacement Leak Prone Pipe (continued)				
	Smith St, LNC	\$ 652,691	\$ 652,852	\$ 913,904
	Spruce St, PVD	\$ 360	\$ 360	\$ 459,083
	Standish Av, CRA	\$ 81,880	\$ 81,984	\$ 98,701
	Staniford St, PVD	\$ 1,133	\$ 1,133	\$ 202,685
	Stone Av, WWK	\$ 403,092	\$ 409,696	\$ 324,303
	Summer St, WSO	\$ 1,160,719	\$ 1,187,127	\$ 2,103,825
	Viewesta Rd, WWK	\$ 31,717	\$ 31,720	\$ 54,453
	Wasaga Rd, PAW	\$ 144,411	\$ 147,573	\$ 167,311
	Washington St, NKS	\$ 1,060	\$ 1,060	\$ 109,834
	Washington St, PVD	\$ 469	\$ 469	\$ 2,256,470
	Whipple St, CLD	\$ 2,178	\$ 2,179	\$ 84,959
	Wood St, WWK	\$ 1,068,705	\$ 1,068,819	\$ 1,210,088
	Woonsocket Hill Rd, NSF	\$ 607,350	\$ 615,992	\$ 787,944
	Yale Av, PVD	\$ 73	\$ 73	\$ 100,315
Main Repl Leak Prone Pipe Total		\$ 23,074,714	\$ 23,284,261	\$ 71,617,269
Atwells Ave - Project				
	Atwells Av - Section 3, PVD	\$ 506	\$ 506	\$ 987,131
	Atwell Av - Section 1 & 2, PVD	\$ 2,753,834	\$ 2,753,251	\$ 6,241,763
Atwells Ave - Project Total		\$ 2,754,340	\$ 2,753,757	\$ 7,228,894

Projects within the Proactive Main Replacement program that formed basis for the original \$78,918,000 budget.

Sub-Category	Project Description	FY 2023 Actual Spend Submitted 8/23/23	FY 2023 Actual Spend Revised 8/25/23	Original Total Project Estimate
CISBOT	1092-1247 Chalkstone Av - CISBOT, P	\$ 1,196,267	\$ 1,196,386	\$ 890,060
	Thames St (Section 1), NPR - CISBOT	\$ 1,092,611	\$ 1,105,786	\$ 851,665
	Tobey St (2 of 2), PVD (CISBOT)	\$ 674,231	\$ 674,526	\$ 602,982
CISBOT Total		\$ 2,963,109	\$ 2,976,698	\$ 2,344,707
Grand Total		\$ 28,792,164	\$ 29,014,716	\$ 81,190,871

Projects which did not start in FY 2023 but which had preparatory charges in FY 2023

Sub-Category	Project Title	FY 2023 Actual Spend	
		Submitted 8/23/23	Revised 8/25/23
Main Repl Leak Prone Pipe	10-37 Whitehall St, PVD (main)	\$ 325	\$ 325
	10-86 Balding Rd, BRG (service)	\$ 26	\$ 26
	1088-1131 Main St, PAW	\$ 15,494	\$ 15,494
	11-35 Herbert st, PVD (service)	\$ 241	\$ 241
	1207-1275 Elmwood Av, PVD (s	\$ 638	\$ 638
	125-201 Washington St, PVD	\$ 206	\$ 206
	1294 Atwood Av, JOH (main)	\$ 1,093	\$ 1,093
	133-164 Delaine St, PVD (main)	\$ 452	\$ 452
	1423-1741 Atwood Av, JOH	\$ 883	\$ 883
	143-212 Greenwood St, CRA	\$ 8,329	\$ 8,329
	1536-1600 Cranston St, CRA	\$ 16,494	\$ 16,494
	1570-1704 Mendon Rd, CLD	\$ 956	\$ 957
	2145-2289 Pawtucket Av, EPV	\$ 10,932	\$ 10,932
	215-385 Union Ave, CRA (service)	\$ (1,126)	\$ (1,126)
	231-319 Mendon Av, PAW	\$ 13,326	\$ 13,326
	25-90 N Broadway, EPV	\$ 9,705	\$ 9,705
	307-349 Hope St, PVD	\$ 391	\$ 391
	330-505 Silver Spring Av, PVD	\$ 20,506	\$ 20,506
	391-480 Woodward Rd, NPV	\$ 675	\$ 675
	41-134 Mitchell St, PVD (service)	\$ 2,013	\$ 2,013
	419-584 N Broadway, EPV	\$ 14,452	\$ 14,477
	50-81 Roger Williams Ct, PVD (main)	\$ 28	\$ 28
	531-690 Manton Av, PVD	\$ 9,920	\$ 9,920
	553-591 Hartford Ave, PVD (service)	\$ 45,949	\$ 45,949
	585-665 Main St, PAW	\$ 542	\$ 542
	607-783 Mendon Rd, WSO	\$ 8,298	\$ 8,298
	65-153 Manton Av, PVD	\$ 15,322	\$ 15,322

Projects which did not start in FY 2023 but which had preparatory charges in FY 2023

Sub-Category	Project Title	FY 2023 Actual Spend Submitted 8/23/23	FY 2023 Actual Spend Revised 8/25/23
	68-151 Bay View Av, BST	\$ 1,438	\$ 1,438
	697-908 Eddy St, PVD	\$ 513	\$ 513
Main Repl Leak Prone Pipe (continued)	72-281 Old Pocasset Rd, JOH	\$ (1,300)	\$ (1,300)
	873-1010 Cranston St, CRA	\$ 7,137	\$ 7,137
	962-1092 Main St, WAN	\$ 14,819	\$ 14,819
	Abbott St, PVD	\$ 270	\$ 270
	Accrual - Mandated- Leak Prone Pipe	\$ (251,537)	\$ (251,537)
	Anthony Dr, CLD	\$ 251	\$ 251
	Ashby St, JOH	\$ 243	\$ 243
	Atlantic Blvd, NPV	\$ 1,047	\$ 1,047
	Barstow St, PVD	\$ 12,537	\$ 12,537
	Beach St, WLY (main)	\$ 4	\$ 4
	Borah St, NPV	\$ 219	\$ 235
	Boyle Av, CLD	\$ 4,667	\$ 4,667
	Bradford St, BST	\$ 17,931	\$ 18,031
	Broadmoor Rd, CRA	\$ 20,548	\$ 21,436
	Burlington St, PVD	\$ 5,175	\$ 5,175
	Burnside St, PVD	\$ 909	\$ 909
	Carr St, PVD (main)	\$ 329	\$ 329
	Catherine St, NPR	\$ 12,275	\$ 12,275
	Church Ln, NKS	\$ 780	\$ 780
	Columbus Av, PAW	\$ 216	\$ 216
	Conant St, PAW	\$ 345	\$ 345
	Constitution St, BST	\$ 1,436	\$ 1,436
	Cranston St, PVD	\$ 158	\$ 158
	Dewey St, WSO	\$ 734	\$ 734

Projects which did not start in FY 2023 but which had preparatory charges in FY 2023

Sub-Category	Project Title	FY 2023 Actual Spend Submitted 8/23/23	FY 2023 Actual Spend Revised 8/25/23
	Dexter St - Envirojetting, PVD	\$ 11	\$ 11
	E Capalbo Dr, WLY	\$ 2,597	\$ 2,597
	Fales St, CFL	\$ 512	\$ 512
	Fountain St, CLD	\$ 5,419	\$ 5,419
Main Repl Leak Prone Pipe (continued)	Fourth Av, EGW	\$ 236	\$ 236
	Gallup St, PVD	\$ 294	\$ 294
	Gladstone St (main)	\$ 1,047	\$ 1,053
	Glenside Rd, CLD	\$ 10,365	\$ 10,365
	Gloucester St, PVD (main)	\$ 145	\$ 145
	Gorizia St, PAW	\$ 166	\$ 166
	Governors Dr, WWK	\$ 309	\$ 309
	Greenville Av, SMF	\$ 158	\$ 158
	Harding Av, JOH	\$ 3,416	\$ 3,416
	Herschel St, PVD	\$ 25,892	\$ 25,892
	Ivy St, PVD	\$ 809	\$ 809
	Lambert Av, WSO	\$ 253	\$ 253
	Lefrancois Blvd, WSO	\$ 6,943	\$ 6,943
	Lincoln St, WSO	\$ 11,738	\$ 11,738
	Link St, WWK	\$ 13,604	\$ 13,857
	Lowden St, PAW	\$ 14,514	\$ 14,514
	Main St, NSF	\$ 390	\$ 390
	Maple Ave (main)	\$ 522	\$ 522
	Mason St (service)	\$ 0	-
	Memorial Dr, PAW	\$ 158	\$ 158
	Miles Av, NPV	\$ 507	\$ 507
	Morse Av, NSF	\$ 6	\$ 6

Projects which did not start in FY 2023 but which had preparatory charges in FY 2023

Sub-Category	Project Title	FY 2023 Actual Spend Submitted 8/23/23	FY 2023 Actual Spend Revised 8/25/23
	Mullen Av, CLD	\$ 9,326	\$ 9,326
	N Broadway, EPV	\$ 706	\$ 706
	Narragansett Av, PVD	\$ 28,990	\$ 28,990
	New London Av - Envirojetting, CRA	\$ 231	\$ 232
	North St, JOH	\$ 359	\$ 359
	Northup Ave PVD	\$ 508	\$ 508
Main Repl Leak Prone Pipe (continued)	Ohio Av, PVD	\$ 171	\$ 171
	Old Main St, LNC	\$ 15,447	\$ 15,447
	Olney St, PVD	\$ 15,700	\$ 15,793
	Olney St, PVD (service)	\$ 1,470	\$ 1,538
	Osgood St, JOH	\$ 406	\$ 406
	Park Pl, WSO	\$ 444	\$ 444
	Parkside Dr, WWK	\$ 10,622	\$ 10,622
	Pavilion Av, EPV	\$ 5,365	\$ 5,364
	Pearl Av, EPV	\$ 269	\$ 269
	Pleasant St, NKS	\$ 6,424	\$ 6,428
	Post Rd (main)	\$ (541)	\$ (541)
	RIDOT I-195 Cont14 Service Relys	\$ 1,730	\$ 1,744
	S Fairview St, JOH	\$ 1,366	\$ 1,366
	Sackett St, PVD	\$ 242	\$ 242
	Second Av, WSO	\$ 755	\$ 771
	Sidney Av, WSO	\$ 8,471	\$ 8,471
	Smith St, CRA	\$ 259	\$ 259
	Smith St, NPV	\$ 349	\$ 349
	Somerset St, PVD	\$ 375	\$ 375
	Spooner Av, WWK	\$ 2,615	\$ 2,615

Projects which did not start in FY 2023 but which had preparatory charges in FY 2023

Sub-Category	Project Title	FY 2023 Actual Spend Submitted 8/23/23	FY 2023 Actual Spend Revised 8/25/23
	Sterling St, EPV	\$ 5,325	\$ 5,325
	Tennyson Rd, WWK	\$ 13	\$ 13
	Third Av, EGW	\$ 236	\$ 236
	Third Av, WSO	\$ 32,886	\$ 32,931
	Tiffany Cir, BRG	\$ 28	\$ 28
	Tilley Av, NPR	\$ 323	\$ 323
	Upland Av, EGW	\$ 753	\$ 753
	W Hill Dr, CRA	\$ 9,415	\$ 9,415
Main Repl Leak Prone Pipe (continued)	Walker St, LNC	\$ 23,809	\$ 23,808
	Ward Av, WLY	\$ 10,471	\$ 10,471
	Warwick Av, WWK	\$ 24,873	\$ 25,708
	Washington Av, PVD	\$ 4	\$ 4
	Water St, EGW	\$ 707	\$ 707
	Waterman Av, EPV	\$ 664	\$ 664
	Watson St, WWK	\$ 15,832	\$ 15,832
	Webster St, NPR (main)	\$ 390	\$ 390
	Wellington Av, CRA	\$ 2,940	\$ 2,960
	West St, WSO	\$ 11,572	\$ 11,590
	Whitman St, PAW	\$ 216	\$ 216
	Winrooth Av, PVD	\$ 1,180	\$ 1,180
	Rt 10 S Offramp @ Union Av, PVD		\$ 11,835
	Oxford St, PVD ¹	--	
Main Repl Leak Prone Pipe Total		\$ 423,274	\$ 415,156
Cast Iron Main Lining-RI	N Main St - LINING, PVD	\$ 1,117	\$ 1,117
	Petteys Av (16" 10#) - LININ	\$ 439	\$ 439

Projects which did not start in FY 2023 but which had preparatory charges in FY 2023

Sub-Category	Project Title	FY 2023 Actual Spend Submitted 8/23/23	FY 2023 Actual Spend Revised 8/25/23
	Oxford St, PVD ¹	\$ 23,025	\$ 23,025
Cast Iron Main Lining-RI Total		\$ 24,581	\$ 24,581
CISBOT	1-94 Legion Wy - CISBOT, CRA	\$ 109,831	\$ 109,831
	55-189 Canal St - CISBOT, PVD	\$ 2,138	\$ 11,013
	Early St - CISBOT, PVD	\$ 92,589	\$ 92,589
	Killingly St, JOH - CISBOT	\$ 59,503	\$ 59,503
	Thames St (Section 3) - CISBOT, NPR	\$ 11,116	\$ 11,785
CISBOT Total		\$ 275,176	\$ 284,721
Grand Total		\$ 699,567	\$ 724,458

1. Previously reported as Proactive Main Replacement

Projects that were advanced into FY 2023 but not included in the FY 2023 ISR Plan with Main Drivers and Main Condition

Category	Project Title	Risk Score	Main Driver for FY 2023 Advancement	FY 2023 Spend Submitted 8/23/23	FY 2023 Spend Revised 8/25/23	Project Estimate
Main Repl Leak Prone Pipe	1-34 Central Av, PAW	21.03	Risk Score	\$ 181,882	\$ 183,690	\$ 724,193
	1-45 Bay View Av, BST	10.86	Risk Score	\$ 256,188	\$ 256,859	\$ 244,641
	1-47 Marquette Dr, WWK (main)	10.51	Risk Score	\$ 532,345	\$ 533,989	\$ 897,597
	156-277 Narragansett Pkwy, WWK	10.91	Risk Score	\$ 760,462	\$ 774,688	\$ 854,015
	163-279 Diamond Hill Rd, WWK	3.29	Contingent	\$ 339,243	\$ 354,132	\$ 425,901
	211-299 Woonasquatucket Av, NPV	16.75	Risk Score/ Leak Activity	\$ 3,965,521	\$ 4,004,321	\$ 4,118,403
	336-642 Allens Av - 16" 10# CI Aban	2.48	Contingent	\$ 124,352	\$ -	\$ 212,101
	434-642 Allens Av - 20" 7# CI Aband	14.17	Risk Score	\$ 137,057	\$ -	\$ 173,065
	589-700 Hartford Av, PVD	22.05	Risk Score	\$ 1,073,583	\$ 1,081,689	\$ 1,380,475
	660-1119 Reservoir Av, CRA	12.69	Ahead of Paving	\$ 3,752,721	\$ 3,774,006	\$ 3,308,418
	75-130 Homewood Av, NPV	14.5	Risk Score	\$ 527,320	\$ 529,851	\$ 603,181
	969-1300 Park Av, CRA	15.58	Risk Score	\$ 1,091,627	\$ 1,091,627	\$ 2,388,858
	99-129 Brightridge Av, EPV	13.04	Ahead of Paving	\$ 522,439	\$ 522,790	\$ 814,127
	Appleton St, CRA	12.78	Risk Score	\$ 556,202	\$ 556,598	\$ 896,482
	Bell Av, EPV	16.05	Ahead of Paving	\$ 163,418	\$ 165,178	\$ 257,193
	Bellevue Av, NPV	11.3	Risk Score	\$ 671,989	\$ 688,644	\$ 688,746
	Benefit St, WWK	16.96	Risk Score	\$ 7,914	\$ 7,914	\$ 130,416
	Benjamin Dr, NPV (main)	16.37	Ahead of Paving	\$ 152,281	\$ 152,281	\$ 40,204
	Bicentennial Wy, NPV	7.7	Rush Main	\$ 734,385	\$ 739,847	\$ 824,819
	Calderwood Dr, WWK	10.83	Risk Score	\$ 517,852	\$ 520,499	\$ 545,073
	Canonchet Av, WWK	12.49	Risk Score	\$ 369,987	\$ 379,014	\$ 594,733
	Carrie Av, EPV	12.33	Risk Score	\$ 111,630	\$ 111,928	\$ 178,359
	Case St, EPV	7.73	Ahead of Paving	\$ 232,685	\$ 232,832	\$ 119,540
	Central Av, EPV	14.93	Ahead of Paving	\$ 869,889	\$ 887,995	\$ 1,199,461
	Charles Av, WLY	4.41	Logistics	\$ 169,822	\$ 169,839	\$ 210,248
	Cornell Av, EPV	15.27	Risk Score	\$ 111,516	\$ 111,536	\$ 141,660
	Cumberland Hill Rd - 12 inch 60# ba	N/A	Rush Main	\$ 776	\$ 815	\$ -
	Eddy St, PVD	11.14	Ahead of Paving	\$ 1,102,474	\$ 1,102,568	\$ 1,373,399
	Eldridge St, Cranston AR main	10.7	Risk Score	\$ 468,150	\$ 473,589	\$ 624,683
	Ferncliff Av, NPV	11.22	Risk Score	\$ 223,051	\$ 223,067	\$ 190,410
	Ferris Av, EPV	8.33	Ahead of Paving	\$ 259,801	\$ 259,822	\$ 403,695
	Forest Av, CRA	10.4	Risk Score	\$ 965,603	\$ 966,605	\$ 1,509,516
	Gardiner Av, LNC	8.81	Contingent	\$ 10,809	\$ 10,809	\$ 119,079
	Geldard St, CLD	7.42	Encroachment	\$ 179,094	\$ 182,812	\$ 379,124

Projects that were advanced into FY 2023 but not included in the FY 2023 ISR Plan with Main Drivers and Main Condition

Category	Project Title	Risk Score	Main Driver for FY 2023 Advancement	FY 2023 Spend Submitted 8/23/23	FY 2023 Spend Revised 8/25/23	Project Estimate
	Greene St, NSF	6.15	Leak Activity	\$ 212,300	\$ 215,031	\$ 312,781
	Hazel St, LNC	5.78	Logistics	\$ 42,962	\$ 42,962	\$ 904,636
	Holland Av, EPV	3.88	Logistics	\$ 129,201	\$ 129,305	\$ 173,808
Main Repl Leak Prone Pipe (continued)	Indian Rd, EPV	5.71	Logistics	\$ 417,658	\$ 417,677	\$ 443,180
	Lake Shore Dr, WWK	2.49	Ahead of Paving	\$ 1,013,953	\$ 1,014,859	\$ 2,175,646
	Linden Dr, PVD	24.54	Risk Score	\$ 166,483	\$ 177,205	\$ 140,963
	Lonsdale Av, CFL (main)	10.76	Ahead of Paving	\$ 986,179	\$ 986,871	\$ 920,955
	Meadowbrook Dr, CLD	18.69	Ahead of Paving	\$ 92,792	\$ 93,841	\$ 220,804
	Memorial Blvd, NPR	13	Encroachment	\$ 1,026,531	\$ 1,045,403	\$ 774,141
	Mill St, CLD	9.15	Contingent	\$ 130,041	\$ 130,043	\$ 449,413
	Morse Av, WWK	1.63	Rush Main	\$ 459,149	\$ 459,190	\$ 558,419
	Naples Av, PVD	16.01	Risk Score	\$ 1,189,331	\$ 1,190,515	\$ 1,704,815
	Nimitz Rd, EPV	11.92	Ahead of Paving	\$ 616,682	\$ 617,322	\$ 920,905
	Oak St, WLY	2.72	Leak Activity	\$ 218,675	\$ 218,725	\$ 256,514
	Oakdale Av, PAW	16.3	Risk Score	\$ 43,334	\$ 43,338	\$ 527,863
	Prospect St, CRA	14.6	Risk Score	\$ 886,064	\$ 888,951	\$ 792,591
	Reardon Av, EPV	2.4	Ahead of Paving	\$ 286,984	\$ 290,905	\$ 529,237
	Redfern St, NPV	11.67	Risk Score	\$ 157,878	\$ 157,954	\$ 267,628
	Russell Ln, SMF	2.55	Logistics	\$ 178,616	\$ 178,627	\$ 228,432
	Sweet St, SMF	2.79	Logistics	\$ 144,195	\$ 144,207	\$ 160,732
	Victory Av, WWW	8.4	Logistics	\$ 149,199	\$ 152,793	\$ 103,651
	Winrooth Av, PVD	25.56	Risk Score	\$ 516,017	\$ 516,079	\$ 832,943
Main Repl Leak Prone Pipe Total				\$ 30,208,290	\$ 30,163,636	\$ 39,971,872
Cast Iron Main Lining-RI	336-642 Allens Av - 16" 10# CI Aban¹				\$ 227,644	\$ 212,101
	434-642 Allens Av - 20" 7# CI Aband¹				\$ 272,956	\$ 173,065
					\$ 500,600	\$ 385,166
CISBOT	94-188 Legion Wy - CISBOT, CRA	9.21	CISBOT	\$ 810,384	\$ 811,057	\$ 623,607
	Thames St (Section 2) - CISBOT, NPR	6.87	CISBOT	\$ 161,823	\$ 162,679	\$ 1,018,819
CISBOT Total				\$ 972,206	\$ 973,737	\$ 1,642,426
Grand Total				\$ 31,180,496	\$ 31,637,973	\$ 41,999,464

1. Previously reported as Proactive Main Replacement

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket No. 23-23-NG
In Re: 2023 Distribution Adjustment Charge Filing
Responses to Commission’s First Set of Data Requests
Issued August 10, 2023

PUC 1-3

Request:

Referring to Table A on Bates page 39, please provide an itemization of the costs that comprise the \$13.3 million overspend in the proactive main replacement program.

Response:

The following table is a subset of Table B on Bates page 40, which itemizes the Proactive Main Replacement & Rehabilitation program spent by program sub-category. Please see responses to PUC 1-1 and PUC 1-2 for additional details.

Categories	Budget	Actual	Variance
Proactive Main Replacement & Rehabilitation			
<i>Main Replacement (Proactive) - Leak Prone Pipe</i>	\$75,204	\$84,673	\$9,469
<i>Main Replacement & Rehabilitation (Proactive) - Large Diameter LPCI Program</i>	\$2,250	\$4,803	\$2,553
<i>Atwells Avenue</i>	\$1,464	\$2,754	\$1,290
<i>Proactive Main Replacement Total</i>	\$78,918	\$92,230	\$13,312

PUC 1-4

Request:

What is the Company's understanding of the limitations, if any, on the Company's discretion to make investments and recover the costs of the pipeline replacement program through the ISR reconciliation when the Commission approves a specific target and associated budget for proactive pipeline replacements, and the Company later exceeds the target and budget by a substantial margin without additional Commission authorization? If the Company believes there are no limitations, please explain why.

Response:

The Company should have discretion to manage and execute the Gas ISR Plan consistent with its day-to-day management obligations, including making investments in its pipeline replacement program that are not inconsistent with the orders of the Public Utilities Commission approving a Gas ISR Plan and to recover the reasonably and prudently incurred costs associated with those investments through the ISR reconciliation process even where those costs exceed the approved budget in a specific category. The ISR reconciliation reconciles the actual fiscal year ("FY") 2023 revenue requirement on actual cumulative capital investment placed in service, with the revenue billed through the ISR Plan factors. In other words, the ISR Reconciliation process does not reconcile spending on a category-by-category basis or for discrete projects or investments that might occur within those categories. Rather, ISR spending is reconciled on a portfolio basis, based on actual cumulative capital investment placed in service in that FY. The limitations on the Company's management discretion are such that the Company still maintains the burden to demonstrate that any overspending in a FY is reasonable and prudently incurred, and the PUC retains its discretion to revisit reasonableness and prudence when the investment is placed in service and all the facts regarding the investment are known.¹ Accordingly, the Company bears the risk that it will not be able to recover costs for investments that it makes should the PUC determine that the Company's investments were not reasonable and prudent.

Regarding exceeding a specific target or overspending an approved budget, historically, since the inception of the ISR, the Company has shifted forecasted dollars between ISR categories and project-specific line items over the course of the Plan year to manage the overall portfolio spend as project risk, priorities, resource availability, and work readiness (permitting, third-party agreements, municipal needs, etc.) change. The Company strives to execute the annual Gas ISR

¹ See The Narragansett Electric Company d/b/a Rhode Island Energy's Brief Regarding Certain Legal Questions Posed By The Public Utilities Commission, Docket Nos. 22-53-EL & 22-54-NG at 11-14 (Filed March 24, 2023) (citing Report & Order, FY 2022 Gas ISR Plan, Docket No. 5099 for PUC precedent that specific ISR investments are subject to review for reasonableness and prudence during reconciliation.).

PUC 1-4, Page 2

portfolio workplans as it was originally reviewed and approved by the PUC; however, ultimately, the Gas ISR is a forecast, and project-specific and category-specific challenges invariably arise on an annual basis that may require the Company to deviate from the Gas ISR Plan in some way. The Company typically has multiple years’ worth of work in the queue, with relatively similar priority scoring and/or risk ratings, which the Company may determine are prudent investments to make in lieu of other delayed work. This, in turn, may result in overspending in certain categories and/or underspending in other categories. In all cases, the Company actively works to keep the PUC and the Division of Public Utilities and Carriers (the “Division”) apprised of the overall progress of the Gas ISR Plan and any challenges or changes through the Company’s quarterly reporting. The Company and the Division also engage in informal and formal meetings and phone calls throughout the year to discuss matters as they arise.

With respect to FY 2023 specifically, PUC Order No. 24452 required the Company and Division to monitor the rate of pipe replacement during FY 2023 and to “adjust the ISR plan to ensure that the actual rate of replacement keeps up with the targeted replacement rate.”² Consistent with this directive, the Company did consult with the Division throughout FY 2023 in order to ensure that the main replacement targets of the FY 2023 Gas ISR Plan were achieved. With respect to the FY 2023 overspending in the Proactive Main Replacement & Rehabilitation category of projects, please refer to PUC 1-1(a), which discusses the factors that led to the Company’s decision to shift dollars and resources from Public Works and the Main Replacement (Reactive) - Maintenance category (Oxbow Farms) into the Proactive Main Replacement & Rehabilitation category of projects. The Company notes that with the Proactive Main Replacement – Leak Prone Pipe (“MRP”) category, it installed at least 7.2 miles and abandoned 7.9 miles that were advanced into FY 2023, resulting in spending of \$12.27 million, due to reactive factors, as discussed in PUC 1-1(a). That “walk in” or reactive work completed in the MRP category closely aligns with the shortfalls in the Public Works categories. In Public Works, the Company installed 8.1 miles less than the budget of 14.0 miles and abandoned 5.5 miles less than the budget of 14.0 miles.

From a budget versus actual spend perspective with categories focused on the installation and abandonment of leak prone pipe, as the chart below shows, the actual spend across the portfolio was approximately 1.8% overbudget, including the budget for Maintenance (Oxbow Farms), or 2.4% overbudget if excluding Maintenance (Oxbow Farms).

² PUC Order No. 24452 (Jul. 27, 2022), Docket No. 5210, FY 2023 Gas Infrastructure, Safety and Reliability Plan, at 22.

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PUC 1-4, Page 3

Categories	Budget	Actual	Variance
<i>CSC/Public Works - Non-Reimbursable</i>	\$20,596	\$15,277	(\$5,319)
<i>CSC/Public Works - Reimbursable</i>	\$1,437	\$2,068	\$631
<i>CSC/Public Works - Reimbursements</i>	(\$1,433)	(\$3,936)	(\$2,503)
<i>Main Replacement (Reactive) - Maintenance (Oxbow Farms Project only)</i>	\$1,810	\$0	(\$1,810)
<i>Main Replacement (Proactive) - Leak Prone Pipe</i>	\$75,204	\$84,673	\$9,469
Total	99,078	100,837	1,759

The overall ISR portfolio spending was \$171.09 million versus a budget of \$175.66 million, resulting in an underspend variance of \$4.57 million. Similarly, the Capital Additions In-Service total was \$151.65 million versus a target of \$162.92 million. While the specific leak prone pipe categories were overspent, the overall portfolio was not.

The Company believes its decision to shift money and resources from the Public Works and the Main Replacement (Reactive) - Maintenance budgets into the FY 2023 MRP budget, resulting in an overspend of the MRP budget was reasonable and prudent based on the facts and circumstances, as discussed above and in PUC 1-1(a). As additional support for this position, the Company had an approved budget and target to abandon 64.5 miles of leak prone pipe across the FY 2023 Gas ISR portfolio and it successfully abandoned 65.5 miles of leak prone pipe without exceeding the Gas ISR portfolio budget, or the capital additions placed in-service target. The work completed in the MRP category met the criteria of the MRP category and was reasonably needed to maintain safe and reliable distribution service in the short and longer-term consistent with its leak-prone pipe replacement obligations.

Additionally, as discussed in PUC 1-1(a), this strategy aligns with the recommendation made by the Division³ in Docket No. 5210. Specifically, the Division stated, “[t]herefore, if the Company reduces its forecasted carryover miles and has available resources, the Division recommends that the Company continue replacing leak prone pipe through its Proactive Main Replacement Program while still maintaining the overall ISR budget. In this way, the Company has some flexibility within the approved budget all the while meeting or exceeding the Company’s goal of abandoning 65^[4] miles of leak prone pipe per year.”

The PUC’s order adopting the Division’s recommendation obligated the Company to adjust the ISR plan, by reallocating dollars and resources, to achieve the FY 2023 replacement target. In

³ Joint Memorandum of Alberico Mancini and Rod Walker, at 4 (Feb. 18, 2022) available at <https://ripuc.ri.gov/sites/g/files/xkgbur841/files/eventsactions/docket/5210-DIV-Mancini-Walker-Memo-2-18-22.pdf>.

⁴ The final approved abandonment target for FY 2023 was 64.5 miles.

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PUC 1-4, Page 4

fulfilling its obligation, the Company consulted with the Division to advance main replacement projects after consideration and weighing of the factors described in more detail in the Company's response to data request PUC 1-1(a).

Accordingly, the spending and resulting capital additions placed in-service should be eligible for recovery through the FY 2023 reconciliation.

PUC 1-5

Request:

Referring to the testimony on Bates pages 19-20, please provide a list of all tools items¹ which caused the Company to exceed its Tools & Equipment budget, along with a cost itemization for each.

Response:

There was no specific list of tools or pieces of equipment that caused the Company to exceed its Tools & Equipment budget. The FY2023 budget of \$0.824 million for Tools & Equipment was comprised of \$0.716 million for the Tools & Equipment – All (General) subcategory and \$0.108 million for the Tools & Equipment – Meter Testing subcategory. The Company spent \$0.095 million in the Tools & Equipment – Meter Testing subcategory, resulting in an underspending variance of \$0.013 million. The Company spent \$2.15 million in the Tools & Equipment – All subcategory, resulting in an overspending variance of \$1.43 million, which was the driver of the Tools & Equipment overspend for FY2023.

The Company does not build the annual budget for Tools & Equipment – All (General) subcategory based on a predetermined list of tools and equipment. The core of the budget is determined using historical spending (increased slightly for inflation) as purchases have typically been a reactionary cycle of replacing aged, worn down, and broken tools and equipment.

The Company started to exceed the FY2023 budget of \$0.716 million in the Tools & Equipment – All subcategory in September 2022. Please see Attachments PUC 1-5-1 through PUC 1-5-9 which are invoices for tools and equipment, with a value of \$25,000 or greater, for the overspend period (September 2022 – March 2023). The Company has redacted vendor-specific pricing information on the invoices to maintain confidential pricing terms, however, the Company has provided approximate market pricing for reference in the commentary below. The Company has submitted an unredacted version of Attachments PUC 1-5-1 through PUC 1-5-9 subject to Motion for Protective Treatment.

While there is no specific list of tools or equipment that caused the overspending, the attached invoices represent the spending that occurred after the annual spending started to exceed the subcategory budget. There were four purchases to highlight in the September 2022 – March 2023 timeframe that contributed to the FY2023 Tools & Equipment overspending variance:

¹ Per discussions with the Commission's counsel, the scope of this request was narrowed to request information regarding purchases exceeding \$25,000.

PUC 1-5, Page 2

- **Ground Penetrating Radar (“GPR”) Units (2)** – retail value of less than \$20,000 per unit
 - The Company purchased and received two GPR units on approximately November 8, 2023.
 - Please see Attachment PUC 1-5-1, Eastcom Invoice 41956 for the invoice which contains specific company pricing.
 - The Company anticipates purchasing two to four of these GPR units per year for the next few fiscal years with the strategy of equipping each construction crew with one unit for a variety of safety and operational benefits. This tool helps locate untraceable plastic and cast-iron pipe. From a customer benefit perspective, it can be used to locate a customer’s service and keep the service live instead of shutting off the service to e-line (method of disconnecting the service and inserting a tracer wire to locate gas pipe) if there are insufficient records available. Preventing a service interruption helps avoid an inconvenience to our customers which can range from a temporary loss of heating, cooking or hot water to a loss of business, depending upon the customer’s usage.

- **TD Williamson ProStopp** – purchase price of approximately \$522,000
 - See the Company’s response to PUC 1-6 for a detailed explanation of the purchase and Attachment PUC 1-5-5 for the invoice which contains specific Company pricing.² Please note, there are multiple TD Williamson (“TDW”) invoices accompanying this response as Attachments PUC 1-5-5, 1-5-6 and 1-5-9, however, only Attachment PUC 1-5-5 relates to the ProStopp.
 - The ProStopp was preordered in FY2023, during the FY2024 planning process. The ProStopp is custom built equipment had expected delivery date in FY2024 whe the order was placed with TDW. However, the equipment arrived early, during the later part of FY2023.

 - **Kubota 36-inch specialty saw** – retail value of less than \$50,000

 - See PUC 1-7 for a detailed explanation of the purchase and Attachment 1-5-7 for the invoice which contains specific company pricing.¹ There was urgency to make this purchase in FY2023 due to the condition of the existing saw it was

² The Company has redacted vendor-specific pricing information to maintain confidential Company pricing. The Company has submitted an unredacted version to the PUC, subject to Motion for Protective Treatment.

PUC 1-5, Page 3

replacing and the ongoing supply chain issues that caused limited supply and lengthy lead times.

- **Gas-Rover Natural Gas and CO Detector Units (82)** – retail value of less than \$4,500 per unit
 - The Gas Rover's are often referred to as "CGI's"
 - Please see Attachment 1-5-8, Bascom-Turner Industries Invoice 153346 for the invoice which contains specific company pricing.¹
 - These devices are used by field crews and customer meter service technicians to detect gas leak activity.
 - The purchase of these units was urgent because the purchased units were replacing existing malfunctioning or expiring units (replace every five years) and to have a reasonable number of backup units on hand in the event primary units break or need repair/recalibration.

Eastcom Associates, Inc.
185 Industrial Pkwy, Suite G
Branchburg, NJ 08876
Ph. (908) 722-7774
www.EastcomAssoc.com



Invoice

Date	Invoice #
11/8/2022	41956

MAKE YOUR MAKE WITH EASTCOM



Bill To	Ship To
National Grid ARIBA	National Grid- NG1816 477 Dexter St Providence, RI 02907 Attn: Dexter Street Facility - Nicholas F

Customer PO No.	Terms	Ship Date	Method	F.O.B.
3200599861	Net 30	11/7/2022	UPS	Branchburg

Part No.	Description	Qu...	Unit Price	Amount
100-10-0150	LMX100 Portable System with Standard Wheel Set and Mains Lead S/N's 81-2837-1003-81-2837-1006	2		
500-80-0022	Sensors & Software Online GPR Training Course Coupon (SensoftU)	2		
UPS Freight Discount	UPS tracking #1ze0931r0340268722 Discount	1		

<p>Thank you for your business</p> <p>Total payment due in Net 30 Days. Accounts not paid within terms may be subject to a 1.5% monthly interest fee.</p> <p>Payment should be made by credit card, EFT or check. Please call Eastcom for credit card and EFT payment information.</p> <p>S.O. # 50259</p>	Subtotal	
	Sales Tax (0.0%)	
	Total	
	Payments/Credits	
	Balance Due	\$0.00
	Payment Due On	12/8/2022

CONTACT US:
Sales@EastcomAssoc.com
Accounting@EastcomAssoc.com



REDACTED

Invoice

Tellus Underground Technology Inc.

PO BOX 157
200 Hester Street
Portland PA 18351
570-234-0325

Date	Invoice #
11/29/2022	4814

Bill To
Narragansett Electric Co. Accounts Payable Dept. C-1 300 Erie Blvd West Syracuse, NY 13202-0000

Ship To
NG-USA C/O Nicholas Furney 477 Dexter St. Providence, RI 02907

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
3200599869	Net 30		11/29/2022	LTL Frieght		
Quantity	Item Code	Description			Price Each	Amount
2	ALR-1250	Pneumatic extension drill, 1/2 HP x 6 ft. length				
2	BJE-1240	Pneumatic Extension Ratchet				
2	CPS-1410	Pneumatic Extension Sander/Grinder, 6 Ft. Length with wire wheel included				
2	GTN-1010	Pneumatic extension saw, 3/4" to 2" pipe size x 6 ft. length				
2	CPS-1407	6' X 1/2' Twisted Wire Wheel				
1	GTN-1006	Square drive locking extension 3/4" drive x 6ft. length				
1	GTN-1005	Tee handle 3/4" square drive with 3ft handle				
1	GTN-1002	1/2' locking square drive 6 ft. length				
1	GTN-1022	Square Drive Tee Handle, 1/2" Drive				
1	GTN-1001	Square drive locking extension, 3/8" drive x 6ft. length				
1	GTN-1021	Square drive tee handle, 3/8" drive				
4	HEX-1011	1/4" Hex drive 6 ft length				
1	GTN-1029	Keyhole ratchet, 1/2" sq. drive				
1	SWW-1211	Sidewinder Wrench 1/2' Drive X 6' Length				
1	GTN-1017	Grounding clamps, 1/2" to 2" pipe size				
1	SAS-1301	Pipe plug socket for 3/4" tee plug x 3/4" drive				
1	SAS-1302	Pipe plug socket for 1" tee plug x 3/4" drive				
1	SAS-1303	Pipe plug socket for 1-1/4" tee plug x 3/4" drive				
1	SAS-1304	Pipe plug socket for 1-1/2" tee plug x 3/4" drive				
1	SAS-1305	Pipe Plug Socket For 2" Tee Plug X 3/4" SQ Drive				
1	SAS-1306	Service tee socket 3/4" tee x 3/4" sq. drive				
1	SAS-1307	Service tee socket 1" tee x 3/4" drive				
1	SAS-1309	Service tee socket 1-1/2" tee x 3/4" drive				
1	SAS-1310	Service Tee Socket 2" Tee X 3/4" SQ Drive				
1	SAS-1311	Tee stub extractor 3/4" service tee x 3/4" drive				
1	SAS-1312	Tee stub extractor 1" service tee x 3/4" drive				
1	SAS-1313	Tee stub extractor 1-1/4" service tee x 3/4" drive				
1	SAS-1314	Tee stub extractor 1-1/2" service tee x 3/4" drive				
1	SAS-1315	Tee Extractor 2" Service Tee X 3/4" SQ Drive				
3	SAS-1316	Tee plug starter socket 3/4" tee plug x 1/4" hex drive				
3	SAS-1317	Tee plug starter socket 1" tee plug x 1/4" hex drive				
3	SAS-1318	Tee plug starter socket 1-1/4" tee plug x 1/4" hex drive				
3	SAS-1319	Tee plug starter socket 1-1/2" tee plug x 1/4" hex drive				
Total						

REDACTED

Tellus Underground Technology Inc.

PO BOX 157
200 Hester Street
Portland PA 18351
570-234-0325

Invoice

Date	Invoice #
11/29/2022	4814

Bill To
Narragansett Electric Co. Accounts Payable Dept. C-1 300 Erie Blvd West Syracuse, NY 13202-0000

Ship To
NG-USA C/O Nicholas Furney 477 Dexter St. Providence, RI 02907

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
3200599869	Net 30		11/29/2022	LTL Frieght		
Quantity	Item Code	Description	Price Each	Amount		
3	SAS-1320	Tee Plug Starter 2" TeePlug X 1/4" Hex Drive				
2	SAS-1321	Gas stopper for 3/4' service tee x 1/4' hex drive				
2	SAS-1322	Gas stopper for 1' service tee x 1/4' hex drive				
2	SAS-1322	Gas stopper for 1' service tee x 1/4' hex drive				
2	SAS-1323	Gas stopper for 1-1/4' service tee x 1/4' hex drive				
2	SAS-1324	Gas stopper for 1-1/2' service tee x 1/4' hex drive				
2	SAS-1325	Gas stopper for 2'service tee x 1/4' hex drive				
2	SAS-1326	90 Degree gas stopper for 3/4' service tee x 1/4' hex drive				
2	SAS-1327	90 degree gas stopper for 1' service tee x 1/4' hex drive				
2	SAS-1328	90 degree gas stopper for 1-1/4' service tee for 1/4' hex drive				
2	SAS-1329	90 degree gas stopper for 1-1/2' service tee x 1/4' hex drive				
2	SAS-1330	90 degree gas stopper for 2' service tee x 1/4' hex drive				
2	SAS-1035	Broken tee stopper 3/4" to 1"tee				
2	SAS-1036	Broken tee stopper 1' to 1-1/4' tee size				
2	SAS-1038	Broken Tee Stopper for 1 1/2' Street Tee, 1/4' Hex Drive				
2	SRP-1204	Grommet Insertion Tool, 3 Sizes				
2	SRP-1206	Soap brush 1/4' hex drive				
2	LRE-1016	Hairy hook (Encapsulation tool)				
2	SAS-1350	Service tee cap wrench, Continental 3/4' punch tee				
1	GTN-1051	Square drive adapter, 3/4" female to 1/2" male				
1	SAS-1351	Service Tee Cap Wrench for Plastic Caps				
1	GTN-1350	Square Drive Adapter, 1/2" Female to 3/4" Male				
2	SRP-1240	Hex bit socket, 3/8" hex w/ 1/2" drive				
2	GTN-1014	5" Mirror w/ 1/4" hex drive				
1	SRP-1202	Plastic Pipe Cutter 1/2" & 1" CTS				
1	SRP-1212	Plastic pipe cutter, 1-1/4" pipe size				
1	SRP-1205	Plastic pipe marker tool				
1	SRP-1201	Plastic pipe & fitting clamp tool				
1	SRP-1207	Perfection chamfer tool holder				
1	SRP-1242	Hex bit socket 1/2" hex w /1/2" drive				
1	CDN-4016	Rock rake				
2	CPS-1416	Cadweld Control Unit w/ 15' Lead wire				
1	Shipping & Handling	T-Force freight Sales Tax				
Total			\$31,544.71			

REDACTED

"Copy Invoice - This is not a TAX Invoice"

Standard **Invoice**

<p>Status Invoice: Paid Routing: Acknowledged Invoice Number: 252112 Invoice Date: Friday 10 Feb 2023 2:24 PM GMT-05:00 Original Purchase Order: 3200616803 Submission Method: Online Origin: Supplier Source Document: Order</p>	<p>Subtotal: \$26,085.00 USD Total Tax: \$0.00 USD Total Gross Amount: \$26,085.00 USD Total Net Amount: \$26,085.00 USD Amount Due: \$26,085.00 USD</p>
--	---

REMIT TO:

SHELLEY POKLEMB

Postal Address:
67 CENTRAL ST
PO BOX 431
MORAVIA, NY 13118
United States

Tax ID of Supplier: 160914607

BILL TO:

Narragansett Electric Co

Postal Address:
280 Melrose Street
Providence, RI 02907
United States

SUPPLIER:

UPSCO MFG. AND DISTRIBUTION CO., IN

Postal Address:
67 CENTRAL ST
Moravia, NY 13118-0431
United States

BILL FROM:

UPSCO MFG. AND DISTRIBUTION CO., IN

Postal Address:
67 CENTRAL ST
Moravia, NY 13118-0431
United States

CUSTOMER:

Narragansett Electric Co

Postal Address:
280 Melrose Street
Providence, RI 02907
United States

SHIPPING INFORMATION:

SHIP FROM:

UPSCO MFG. AND DISTRIBUTION CO., IN

Postal Address:
67 Central St
Moravia, NY 13118-0431
United States

SHIP TO:

NG - USA

Postal Address:
Nicholas Furney
477 Dexter St
Providence, RI 02907
United States
Address ID: NG1816

PAYMENT TERMS:

Net Term: 30 Days
Discount or Penalty Term: XXXXXXXXXX

Original Purchase Order: 3200616803

Line No.	Line Ref No.	Type	Part No. / Description	Qty / Unit	Unit Price	Sub Total
1	1	MATERIAL	Not Available	XXXXXXXXXX	XXXXXXXXXX	\$26,085.00 USD

REDACTED

PB 14 PKG 100-120 50/60 FUSION Machine

DETAILS

Auxiliary Part ID:
Manufacturer Part No.:
Manufacturer Name:
Country of Origin:
Classification Domain: Not Available
Classification code: 1.21.1500

Subtotal: \$26,085.00 USD
Gross Amount: \$26,085.00 USD
Net Amount: \$26,085.00 USD

Tax Summary

Tax Details:

Tax Category	Tax Rate	Tax Rate Type	Taxable Amount	Tax Amount	Tax Location	Description	Tax Regime	Exempt Detail
Sales Tax	0%		\$26,085.00 USD	\$0.00 USD				

Invoice Summary

Subtotal: \$26,085.00 USD
Total Tax: \$0.00 USD
Total Gross Amount: \$26,085.00 USD
Total Net Amount: \$26,085.00 USD
Amount Due: \$26,085.00 USD

REDACTED



UPSCO Manufacturing and Distribution, Co., Inc.
67 Central Street P.O. Box 431
Moravia, NY 13118
(315) 497-1070

Quote

Quote Number: 6435
Date Created: 11-01-2022, 3:42 pm
Salesperson: Eric Stepanski
Valid Until Date: 12-01-2022
Territory: 0005

This is the quote related to invoice number 252112. Company is providing quote as additional information on what was purchased.

Bill To	Ship To
NATIONAL GRID (NE)	ST Code# 53 NATIONAL GRID (NE)
ATT: ACCTS PAYABLE DEPT. K 300 ERIE BLVD. WEST	477 DEXTER ST.
SYRACUSE, NY 13202	PROVIDENCE, RI 02907
USA	USA

Customer P.O. RFQ - FOOTAGE/MCELROY
Ship Via BEST WAY
UPS # 25W271
Freight Terms Prepaid & Add
Terms

QTY	UOM	Item Number	Alias Item Number	Description	Unit Price	Ext. Price
	EACH	A430101		PB 14 PKG 100-120 50/60 FUSION MACHINE		\$26,085.00

Grand Total

Currency: USD
Subtotal: \$26,085.00
Discount: \$0.00
Discounted Subtotal: \$26,085.00
Shipping: \$0.00
Total: \$26,085.00
Shipping Provider: BEST WAY

Custom/Special Orders may be subject to a restocking fee.

Please note that any payments made by credit card over \$5000 will be charged a 3.5% Fee

UPSCO MFG & DIST CO INC. - Terms & Conditions - 09/25/2019

The terms and conditions (the "Terms") upon which UPSCO MFG & DIST CO INC., (hereinafter referred to as "SELLER") agrees to sell products (hereinafter referred to as "Goods") to the buyer listed on the invoice or quotation ("Buyer") are as follows:

1. **WARRANTY.** Descriptions contained in any of SELLER's promotional literature distributed or provided by SELLER are intended to present merely a general description of Goods and shall not form a part of this contract. SELLER makes no warranties that Buyer holds or will hold the Goods free of the claim of any third party that may arise from an alleged patent or trademark infringement (a) For SELLER-branded Goods, Goods are warranted to be free from defects in material and workmanship at the time of shipment. Seller warrants to Buyer for a period of fourteen (14) days from the date of shipment or seven (7) days from date of receipt, that the goods at the time of shipment will be free from defects of materials and workmanship and will be in accordance with the applicable specifications, if any, which are expressly made a specific part of the sales contract. Unless otherwise agreed to in writing and signed by an officer of SELLER, SELLER makes NO OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE). (b) For all other

REDACTED

Goods, Buyer shall have the benefits of the warranty provided by the applicable manufacturer. SELLER makes NO OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).

2. PRICING QUOTATIONS. Unless otherwise noted in writing by SELLER, any written quotation by SELLER shall automatically expire 30 days from the date of such quotation and shall be subject to termination by written notice from SELLER within that period. SELLER shall have no liability in respect of any oral quotation or under any oral agreement. Upon receipt of a purchase order from Buyer, such purchase order shall be deemed an acceptance of SELLER's quotation or an independent offer to purchase Goods, as applicable, and shall be subject to these terms and conditions.

3. REMEDIES; LIMITATION OF LIABILITY. In the event that Buyer has any claim against SELLER arising out of, or relating to goods delivered by SELLER to Buyer, whether such claim is based upon SELLER's negligence, nonperformance, non-delivery of goods or breach hereunder, SELLER'S EXCLUSIVE AND SOLE LIABILITY SHALL BE LIMITED, AT SELLER'S OPTION, TO EITHER THE REPLACEMENT OF GOODS OR THE RETURN OF THE SALES PRICE OF GOODS WITH RESPECT TO WHICH THE CLAIM IS MADE. SELLER shall in no event be liable for the cost of any work done by Buyer on goods or for any special, direct, indirect, incidental or consequential damages to anyone or for any loss of production or profits or goodwill resulting from any cause whatsoever, including, but not limited to, defective material or workmanship or any delay, act, error or omission. IN NO EVENT SHALL SELLER'S LIABILITY FOR DAMAGES WITH RESPECT TO ANY GOODS UNDER THIS AGREEMENT EXCEED THE CHARGES PREVIOUSLY PAID BY BUYER TO SELLER FOR SUCH GOODS.

4. PRICES, TARIFF. Unless otherwise specifically agreed to in writing by SELLER, all prices are in U.S. Dollars and are subject to change without notice at any time prior to shipment of the Goods. SELLER reserves the right to correct errors in specifications or prices due to typographical, clerical or engineering errors or because of incomplete or inaccurate information from Buyer. SELLER reserves the right to pass on cost of any tariff(s) imposed by government impacting price of raw goods and/or product, at any time.

5. TERMS. Payments are due 30 days from the date of invoice unless otherwise agreed to in writing. Buyer agrees to pay a 2% service charge for all unpaid invoices 30 days past their due date.

6. LIMITATION OF LIABILITY. SELLER excludes all liability except such liability that is directly attributable to the willful or gross negligence of SELLER's employees. Should SELLER be held liable, its liability shall in no event exceed the total purchase price. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOSS OF BUSINESS OR PROFITS, DOWNTIME OR DELAY, LABOR, REPAIR OR MATERIAL COSTS OR ANY OTHER CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY BUYER.

7. SHIPPING, LOSS AND DAMAGE. Freight terms for all shipments shall be FOB point of origin from SELLER's facilities unless otherwise agreed to in writing in advance of shipment date. Buyer acknowledges that delivery dates provided by SELLER are estimates only and that SELLER is not liable for failure to deliver on such dates. SELLER reserves the right to make deliveries in installments. If deliveries are made in installments, SELLER's payment conditions apply to each part delivered separately. Delay in delivery of one installment shall not entitle Buyer to cancel other installments. Risk of loss or damage to products shall pass to Buyer upon delivery to the first carrier of SELLER's choice. Apparent shortage, visual damage to shipping containers or possible concealed damage conditions must be noted on carrier's delivery receipt of record. SELLER shall not be responsible for any such conditions unless it and the carrier's local office are notified of such conditions within 7 days after the date of delivery.

8. RETURNS. Upon approval to Buyer for return of materials, a Return Material Authorization ("RMA") will be issued by Seller with applicable charges and terms and conditions of return. Approved items must be returned with copy of RMA within a period of 30 days after the issuance of RMA to be considered for credit. Returned materials must meet the following criteria:

- a. Materials must be of current design or workmanship
- b. Returned materials not in 100% resalable condition may be denied or additional rework/repackaging charges applied. On all orders that are placed with/in error by Buyer, a restocking fee of up to 25% of total amount of order will be assessed plus any applicable freight charges.
- c. Materials/Products that are special fabricated or produced to special order will require prior agreement for return.
- d. Returned materials should be packaged securely and organized, if not materials will be returned at Buyer's expense.

SELLER reserves the right to decline any return material request.

9. CANCELLATION. SELLER shall have the absolute right without any liability whatsoever, to cancel any sale to Buyer, and retain all remedies for breach it may have against Buyer, if at any time (a) all Terms are not strictly complied with by Buyer; or (b) Buyer becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, goes out of business, or any preceding, voluntary or involuntary, involving Buyer is instituted under the bankruptcy or insolvency laws; or (c) in SELLER's reasonable judgment, Buyer's ability to comply with all of the Terms is impaired. The foregoing shall not be construed as limiting in any manner, any of the rights or remedies available to SELLER arising from any default of Buyer at law or in equity. (d) SELLER does not have the ability to cancel orders for components that have been received to in Stock or are in Transit. Finished product will be invoiced. (e) SELLER will warehouse finished product for 30 days at no additional cost to the customer. Warehousing of product beyond 30 days may include carrying costs.

10. TOLERANCES. Unless otherwise agreed upon in writing, all product dimensions are approximate. Consequently, Buyer shall take into account reasonable product tolerances and the standards customarily employed by SELLER.

11. REPLACEMENT PARTS AND DISCONTINUED GOODS. SELLER shall have no duty to stock or provide spare or replacement parts or products. SELLER may modify or discontinue any product or line of products at any time without liability except to refund any amounts already paid for any such products that have been ordered but not yet delivered.

12. TAXES. Except for taxes on SELLER's income, Buyer shall be liable for and pay all sales, excise, and other taxes relating to any and all sales hereunder. All duties, sales, use, excise or similar taxes or charges applicable to the sale or use of any Goods or the furnishing of any service shall be Buyer's responsibility, and Buyer shall indemnify SELLER against any liability thereunder. Unless the Buyer furnishes SELLER with exemption certificates acceptable to taxing authorities.

13. DELAY IN DELIVERY, FORCE MAJEURE. Delay in delivery or non-delivery of Goods, in whole or part, or other delay in performance of SELLER's obligations with respect to a sale shall not be a breach of SELLER's obligations if (a) SELLER's performance has been made impracticable by acts of God or the public enemy, war, insurrections or riots, government priorities, fires, floods, quarantine restrictions, transportation, power or communications failures, strikes or other labor disputes causing cessation, slowdown or interruption of work involving SELLER or any material supplier or "job shop", shortages of materials necessary to perform SELLER's obligations, or any other occurrence beyond the control of SELLER; or (b) such delay or non-delivery results from SELLER's good faith compliance with any applicable foreign or domestic governmental law, rule, regulation, or directive. Notwithstanding the foregoing, Buyer shall not be relieved from accepting delivery at the price then in effect when the cause interfering with delivery has ceased.

14. CUSTOMER/BUYER SPECIFICATION CHANGE REQUEST. Must be received by SELLER within 30 days of promised date and be clearly communicated in one of the following ways. (a) On Customer/Buyer Letter Head. (b) Using a Standard change request form. (c) Email to your salesperson. Request shall include the following information: Item numbers, projected change date, detailed change information including component manufacturer and associated part numbers, SELLER will communicate impact of change request regarding lead time, obsolete inventory, and delivery date.

15. DELIVERY DATE CHANGE REQUEST.

A. Request received by SELLER within 30 days of promise date. Buyer requested date change is subject to SELLER's current schedule and capacity for production. Buyer shall provide SELLER with new request date within 72 hours of holdpush notification. Delay after 72 hours may result in loss of scheduling position. Any customer order previously released to production will be completed and moved to Finished Goods Inventory for a period of 30 days at no additional cost. Buyer Finished Goods Inventory is subject to 2% carrying cost per month after 30 days.

B. Request received by SELLER greater than 30 days of promise date. Buyer requested date change is subject to SELLER's current schedule and capacity for production.

C. Request to ship sooner than promise date. Buyer requested date change is subject to Seller's current schedule and capacity for production. Parts not in inventory may be expedited at additional cost to the Buyer.

16. MISCELLANEOUS. All sales and the Terms thereof between SELLER and Buyer shall be governed in all respects by the laws of the New York without regard to conflicts of law principles. No sale shall be assignable or transferable by Buyer without the prior written consent of SELLER. No course of dealing between SELLER and Buyer or delay on the part of SELLER in exercising any rights hereunder shall operate as a waiver of any SELLER's rights hereunder. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the rest of the Terms. For each and every sale, the Terms supersede all prior agreements and understandings between the parties regarding each such sale and is the final and complete expression of their agreements. No course of dealings between the parties and no usage of trade shall be relevant to supplement or explain any term herein.

REDACTED

"Copy Invoice - This is not a TAX Invoice"

Standard **Invoice**

<p>Status Invoice: Paid Routing: Acknowledged Invoice Number: 252313 Invoice Date: Thursday 16 Feb 2023 2:52 PM GMT-05:00 Original Purchase Order: 3200617596 Submission Method: Online Origin: Supplier Source Document: Order</p>	<p>Subtotal: \$42,298.40 USD Total Tax: \$0.00 USD Total Gross Amount: \$42,298.40 USD Total Net Amount: \$42,298.40 USD Amount Due: \$42,298.40 USD</p>
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REMIT TO:

SHELLEY POKLEMB

Postal Address:
67 CENTRAL ST
PO BOX 431
MORAVIA, NY 13118
United States

Tax ID of Supplier: 160914607

BILL TO:

Narragansett Electric Co

Postal Address:
280 Melrose Street
Providence, RI 02907
United States

SUPPLIER:

UPSCO MFG. AND DISTRIBUTION CO., IN

Postal Address:
67 CENTRAL ST
Moravia, NY 13118-0431
United States

BILL FROM:

UPSCO MFG. AND DISTRIBUTION CO., IN

Postal Address:
67 CENTRAL ST
Moravia, NY 13118-0431
United States

CUSTOMER:

Narragansett Electric Co

Postal Address:
280 Melrose Street
Providence, RI 02907
United States

SHIPPING INFORMATION:

SHIP FROM:

UPSCO MFG. AND DISTRIBUTION CO., IN

Postal Address:
67 Central St
Moravia, NY 13118-0431
United States

SHIP TO:

NG - USA

Postal Address:
Dexter Street Facility - Nicholas Furney
477 Dexter St
Providence, RI 02907
United States
Address ID: NG1816

PAYMENT TERMS:

Net Term: 30 Days
Discount or Penalty Term: [REDACTED]

Original Purchase Order: 3200617596

Line No.	Line Ref No.	Type	Part No. / Description	Qty / Unit	Unit Price	Sub Total
1	1	MATERIAL	Not Available	[REDACTED]		\$42,298.40 USD

REDACTED

26DIPS 120V F/M PKG

DETAILS

Auxiliary Part ID:
Manufacturer Part No.:
Manufacturer Name:
Country of Origin:
Classification Domain: Not Available
Classification code: 1.21.1500

Subtotal: \$42,298.40 USD
Gross Amount: \$42,298.40 USD
Net Amount: \$42,298.40 USD

Tax Summary

Tax Details:

Tax Category	Tax Rate	Tax Rate Type	Taxable Amount	Tax Amount	Tax Location	Description	Tax Regime	Exempt Detail
Sales Tax	0%		\$42,298.40 USD	\$0.00 USD				

Invoice Summary

Subtotal: \$42,298.40 USD
Total Tax: \$0.00 USD
Total Gross Amount: \$42,298.40 USD
Total Net Amount: \$42,298.40 USD
Amount Due: \$42,298.40 USD

REDACTED

This is the quote related to invoice number 252313. Company is providing quote as additional information on what was purchased.



UPSCO Manufacturing and Distribution, Co., Inc.
67 Central Street P.O. Box 431
Moravia, NY 13118
(315) 497-1070

Quote	
Quote Number:	6434
Date Created	11-01-2022, 3:40 pm
Salesperson:	Eric Stepanski
Valid Until Date	12-01-2022
Territory:	0005

Bill To	Ship To
NATIONAL GRID (NE)	ST Code# 53 NATIONAL GRID (NE)
ATT: ACCTS PAYABLE DEPT. K 300 ERIE BLVD. WEST	477 DEXTER ST.
SYRACUSE, NY 13202	PROVIDENCE, RI 02907
USA	USA

Customer P.O. RFQ - FOOTAGE/MCELROY	Ship Via BEST WAY	UPS # 25W271	Freight Terms Prepaid & Add	Terms
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QTY	UOM	Item Number	Alias Item Number	Description	Unit Price	Ext. Price
	EACH	A708502		26DIPS 120V F/M PKG		\$42,298.40

Grand Total

Currency: USD	Subtotal:	\$42,298.40
	Discount:	\$0.00
	Discounted Subtotal:	\$42,298.40
Shipping Provider: BEST WAY	Shipping:	\$0.00
	Total:	\$42,298.40

Custom/Special Orders may be subject to a restocking fee.

Please note that any payments made by credit card over \$5000 will be charged a 3.5% Fee

UPSCO MFG & DIST CO INC. – Terms & Conditions – 09/25/2019

The terms and conditions (the "Terms") upon which UPSCO MFG & DIST CO INC., (hereinafter referred to as "SELLER") agrees to sell products (hereinafter referred to as "Goods") to the buyer listed on the invoice or quotation ("Buyer") are as follows:

1. WARRANTY. Descriptions contained in any of SELLER's promotional literature distributed or provided by SELLER are intended to present merely a general description of Goods and shall not form a part of this contract. SELLER makes no warranties that Buyer holds or will hold the Goods free of the claim of any third party that may arise from an alleged patent or trademark infringement (a) For SELLER-branded Goods, Goods are warranted to be free from defects in material and workmanship at the time of shipment. Seller warrants to Buyer for a period of fourteen (14) days from the date of shipment or seven (7) days from date of receipt, that the goods at the time of shipment will be free from defects of materials and workmanship and will be in accordance with the applicable specifications, if any, which are expressly made a specific part of the sales contract. Unless otherwise agreed to in writing and signed by an officer of SELLER, SELLER makes NO OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE). (b) For all other

REDACTED

Goods, Buyer shall have the benefits of the warranty provided by the applicable manufacturer. SELLER makes NO OTHER EXPRESS OR IMPLIED WARRANTIES (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE).

2. PRICING QUOTATIONS. Unless otherwise noted in writing by SELLER, any written quotation by SELLER shall automatically expire 30 days from the date of such quotation and shall be subject to termination by written notice from SELLER within that period. SELLER shall have no liability in respect of any oral quotation or under any oral agreement. Upon receipt of a purchase order from Buyer, such purchase order shall be deemed an acceptance of SELLER's quotation or an independent offer to purchase Goods, as applicable, and shall be subject to these terms and conditions.

3. REMEDIES; LIMITATION OF LIABILITY. In the event that Buyer has any claim against SELLER arising out of, or relating to goods delivered by SELLER to Buyer, whether such claim is based upon SELLER's negligence, nonperformance, non-delivery of goods or breach hereunder, SELLER'S EXCLUSIVE AND SOLE LIABILITY SHALL BE LIMITED, AT SELLER'S OPTION, TO EITHER THE REPLACEMENT OF GOODS OR THE RETURN OF THE SALES PRICE OF GOODS WITH RESPECT TO WHICH THE CLAIM IS MADE. SELLER shall in no event be liable for the cost of any work done by Buyer on goods or for any special, direct, indirect, incidental or consequential damages to anyone or for any loss of production or profits or goodwill resulting from any cause whatsoever, including, but not limited to, defective material or workmanship or any delay, act, error or omission. IN NO EVENT SHALL SELLER'S LIABILITY FOR DAMAGES WITH RESPECT TO ANY GOODS UNDER THIS AGREEMENT EXCEED THE CHARGES PREVIOUSLY PAID BY BUYER TO SELLER FOR SUCH GOODS.

4. PRICES, TARIFF. Unless otherwise specifically agreed to in writing by SELLER, all prices are in U.S. Dollars and are subject to change without notice at any time prior to shipment of the Goods. SELLER reserves the right to correct errors in specifications or prices due to typographical, clerical or engineering errors or because of incomplete or inaccurate information from Buyer. SELLER reserves the right to pass on cost of any tariff(s) imposed by government impacting price of raw goods and/or product, at any time.

5. TERMS. Payments are due 30 days from the date of invoice unless otherwise agreed to in writing. Buyer agrees to pay a 2% service charge for all unpaid invoices 30 days past their due date.

6. LIMITATION OF LIABILITY. SELLER excludes all liability except such liability that is directly attributable to the willful or gross negligence of SELLER's employees. Should SELLER be held liable, its liability shall in no event exceed the total purchase price. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY LOSS OF BUSINESS OR PROFITS, DOWNTIME OR DELAY, LABOR, REPAIR OR MATERIAL COSTS OR ANY OTHER CONSEQUENTIAL LOSS OR DAMAGE INCURRED BY BUYER.

7. SHIPPING, LOSS AND DAMAGE. Freight terms for all shipments shall be FOB point of origin from SELLER's facilities unless otherwise agreed to in writing in advance of shipment date. Buyer acknowledges that delivery dates provided by SELLER are estimates only and that SELLER is not liable for failure to deliver on such dates. SELLER reserves the right to make deliveries in installments. If deliveries are made in installments, SELLER's payment conditions apply to each part delivered separately. Delay in delivery of one installment shall not entitle Buyer to cancel other installments. Risk of loss or damage to products shall pass to Buyer upon delivery to the first carrier of SELLER's choice. Apparent shortage, visual damage to shipping containers or possible concealed damage conditions must be noted on carrier's delivery receipt of record. SELLER shall not be responsible for any such conditions unless it and the carrier's local office are notified of such conditions within 7 days after the date of delivery.

8. RETURNS. Upon approval to Buyer for return of materials, a Return Material Authorization ("RMA") will be issued by Seller with applicable charges and terms and conditions of return. Approved items must be returned with copy of RMA within a period of 30 days after the issuance of RMA to be considered for credit. Returned materials must meet the following criteria:

- a. Materials must be of current design or workmanship
- b. Returned materials not in 100% resalable condition may be denied or additional rework/repurchase charges applied. On all orders that are placed with/or in error by Buyer, a restocking fee of up to 25% of total amount of order will be assessed plus any applicable freight charges.
- c. Materials/Products that are special fabricated or produced to special order will require prior agreement for return.
- d. Returned materials should be packaged securely and organized, if not materials will be returned at Buyer's expense.

SELLER reserves the right to decline any return material request.

9. CANCELLATION. SELLER shall have the absolute right without any liability whatsoever, to cancel any sale to Buyer, and retain all remedies for breach it may have against Buyer, if at any time (a) all Terms are not strictly complied with by Buyer; or (b) Buyer becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, goes out of business, or any preceding, voluntary or involuntary, involving Buyer is instituted under the bankruptcy or insolvency laws; or (c) in SELLER's reasonable judgment, Buyer's ability to comply with all of the Terms is impaired. The foregoing shall not be construed as limiting in any manner, any of the rights or remedies available to SELLER arising from any default of Buyer at law or in equity. (d) SELLER does not have the ability to cancel orders for components that have been received to In Stock or are In Transit. Finished product will be invoiced. (e) SELLER will warehouse finished product for 30 days at no additional cost to the customer. Warehousing of product beyond 30 days may include carrying costs.

10. TOLERANCES. Unless otherwise agreed upon in writing, all product dimensions are approximate. Consequently, Buyer shall take into account reasonable product tolerances and the standards customarily employed by SELLER.

11. REPLACEMENT PARTS AND DISCONTINUED GOODS. SELLER shall have no duty to stock or provide spare or replacement parts or products. SELLER may modify or discontinue any product or line of products at any time without liability except to refund any amounts already paid for any such products that have been ordered but not yet delivered.

12. TAXES. Except for taxes on SELLER's income, Buyer shall be liable for and pay all sales, excise, and other taxes relating to any and all sales hereunder. All duties, sales, use, excise or similar taxes or charges applicable to the sale or use of any Goods or the furnishing of any service shall be Buyer's responsibility, and Buyer shall indemnify SELLER against any liability thereunder. Unless the Buyer furnishes SELLER with exemption certificates acceptable to taxing authorities.

13. DELAY IN DELIVERY, FORCE MAJEURE. Delay in delivery or non-delivery of Goods, in whole or part, or other delay in performance of SELLER's obligations with respect to a sale shall not be a breach of SELLER's obligations if (a) SELLER's performance has been made impracticable by acts of God or the public enemy, war, insurrections or riots, government priorities, fires, floods, quarantine restrictions, transportation, power or communications failures, strikes or other labor disputes causing cessation, slowdown or interruption of work involving SELLER or any material supplier or "job shop", shortages of materials necessary to perform SELLER's obligations, or any other occurrence beyond the control of SELLER; or (b) such delay or non-delivery results from SELLER's good faith compliance with any applicable foreign or domestic governmental law, rule, regulation, or directive. Notwithstanding the foregoing, Buyer shall not be relieved from accepting delivery at the price then in effect when the cause interfering with delivery has ceased.

14. CUSTOMER/BUYER SPECIFICATION CHANGE REQUEST. Must be received by SELLER within 30 days of promised date and be clearly communicated in one of the following ways. (a) On Customer/Buyer Letter Head. (b) Using a Standard change request form. (c) Email to your salesperson. Request shall include the following information: Item numbers, projected change date, detailed change information including component manufacturer and associated part numbers, SELLER will communicate impact of change request regarding lead time, obsolete inventory, and delivery date.

15. DELIVERY DATE CHANGE REQUEST.

A. Request received by SELLER within 30 days of promise date. Buyer requested date change is subject to SELLER's current schedule and capacity for production. Buyer shall provide SELLER with new request date within 72 hours of hold/push notification. Delay after 72 hours may result in loss of scheduling position. Any customer order previously released to production will be completed and moved to Finished Goods Inventory for a period of 30 days at no additional cost. Buyer Finished Goods Inventory is subject to 2% carrying cost per month after 30 days.

B. Request received by SELLER greater than 30 days of promise date. Buyer requested date change is subject to SELLER's current schedule and capacity for production.

C. Request to ship sooner than promise date. Buyer requested date change is subject to Seller's current schedule and capacity for production. Parts not in inventory may be expedited at additional cost to the Buyer.

16. MISCELLANEOUS. All sales and the Terms thereof between SELLER and Buyer shall be governed in all respects by the laws of the New York without regard to conflicts of law principles. No sale shall be assignable or transferable by Buyer without the prior written consent of SELLER. No course of dealing between SELLER and Buyer or delay on the part of SELLER in exercising any rights hereunder shall operate as a waiver of any SELLER's rights hereunder. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of the rest of the Terms. For each and every sale, the Terms supersede all prior agreements and understandings between the parties regarding each such sale and is the final and complete expression of their agreements. No course of dealings between the parties and no usage of trade shall be relevant to supplement or explain any term herein.

REDACTED



Invoice

Remit to:
TDW (US), Inc.
PO Box 972116,
Dallas, TX - 75397 2116
USA
Main Phone: 918-447-5000

Bill to:
NARRAGANSETT ELECTRIC
Address:
Invoice address:
AcctsPayableAdmini@nationalgrid.com
Or
Narragansett Electric Co
Accounts Payable Department C-1
300 Erie Blvd West,
SYRACUSE, NY - USA
Customer account.....: C007570
Sold to:: NARRAGANSETT ELECTRIC

Ship to:
NG - USA C/O-Nick Furney
477 Dexter St,
Providence, RI - 02907
USA

Invoice No.: JI00168542
Date: 2/20/2023
Packing slip.....: PS00264004
Sales order: 640-2211-154-US
Purchase order: 3200610072
Payment terms.....: NET 30 Days
Tracking Number.....: 1Z7313070343721384
Delivery term.....: Free Carrier
TDW Sales Rep.....: Thomas McElroy

Billing instructions:
Fax Email Invoice

Line Item number	Item name	Commodity	Qty.	Unit	Disc. %	Unit price	Line amount	Taxable
1	12363595 ProStopp™ DS ACTUATOR KIT, 75in		2.00	EA				No
	Line Notes: None							
2	12363597 ProStopp™ DS ACTUATOR KIT, 55in	8412.29.8075	2.00	EA				No
	Line Notes: None							
3	12362756 ProStopp™ DS AIR MOTOR KIT	8412.39.0040	2.00	EA				No
	Line Notes: None							
4	12363568 ProStopp™ DS HYDRAULIC PUMP KIT	8481.90.9090	2.00	EA				No
	Line Notes: None							
5	12353369 ProStopp™ DS ISOLATION TOOL, 6in	8481.80.9030	2.00	EA				No
	Line Notes: None							
6	12355257 ProStopp™ DS ISOLATION TOOL, 8in	8481.80.9030	2.00	EA				No
	Line Notes: None							
7	12357565 ProStopp™ DS ISOLATION TOOL, 10in	8481.80.9030	2.00	EA				No
	Line Notes: None							
8	12350480 ProStopp™ DS ISOLATION TOOL, 12in	8481.80.9030	2.00	EA				No
	Line Notes: None							
9	12355404 ProStopp™ HOUSING, 8in 150lb RF	8481.90.9090	2.00	EA				No
	Line Notes: None							
10	12351505 ProStopp™ DS HOUSING, 12in 150lb RF	8481.90.9090	2.00	EA				No
	Line Notes: None							
11	12363499 ProStopp™ DS 6in Major Maintenance Kit	3926.90.4500	2.00	EA				No
	Line Notes: None							
12	12363500 ProStopp™ DS 6in MINOR MAINTENANCE KIT	3926.90.9988	2.00	EA				No
	Line Notes: None							
13	12363501 ProStopp™ DS 8in Major Maintenance Kit	3926.90.4500	2.00	EA				No
	Line Notes: None							

02/22/2023 TP

REDACTED



Invoice

Remit to:
TDW (US), Inc.
PO Box 972116,
Dallas, TX - 75397 2116
USA
Main Phone: 918-447-5000

Bill to:
NARRAGANSETT ELECTRIC
Address:
Invoice address:
AcctsPayableAdmini@nationalgrid.com
Or
Narragansett Electric Co
Accounts Payable Department C-1
300 Erie Blvd West,
SYRACUSE, NY - USA
Customer account.....: C007570
Sold to:: NARRAGANSETT ELECTRIC

Ship to:
NG - USA C/O-Nick Furney
477 Dexter St,
Providence, RI - 02907
USA

Invoice No.: JI00168542
Date: 2/20/2023
Packing slip.....: PS00264004
Sales order: 640-2211-154-US
Purchase order: 3200610072
Payment terms.....: NET 30 Days
Tracking Number.....: 1Z7313070343721384
Delivery term.....: Free Carrier
TDW Sales Rep.....: Thomas McElroy

Billing instructions:
Fax Email Invoice

Line Item number	Item name	Commodity	Qty.	Unit	Disc. %	Unit price	Taxable
14	12363502 ProStopp™ DS 8in MINOR MAINTENANCE KIT	3926.90.4500	2.00	EA			No
	Line Notes: None						
15	12363503 ProStopp™ DS 10in Major Maintenance Kit	3926.90.4500	2.00	EA			No
	Line Notes: None						
16	12363504 ProStopp™ DS 10in MINOR MAINTENANCE KIT	3926.90.4500	2.00	EA			No
	Line Notes: None						
17	12363445 ProStopp™ DS 12in Major Maintenance Kit		2.00	EA			No
	Line Notes: None						
18	12363492 ProStopp™ DS 12in MINOR MAINTENANCE KIT	3926.90.4500	2.00	EA			No
	Line Notes: None						
19	12366725 ProStopp™ DS SEAL KIT, 6in	4016.93.0000	2.00	EA			No
	Line Notes: None						
20	12366726 ProStopp™ DS SEAL KIT, 8in	4016.93.0000	2.00	EA			No
	Line Notes: None						
21	12366727 ProStopp™ DS SEAL KIT, 10in	4016.93.0000	2.00	EA			No
	Line Notes: None						
22	12366728 ProStopp™ DS SEAL KIT, 12in	4016.93.0000	2.00	EA			No
	Line Notes: None						
23	MTR/M MATERIAL TEST REPORT MAILED		1.00	EA			No
	Line Notes: None						
24	MTR/S MATERIAL TEST REPORT SHIPPED		1.00	EA			No
	Line Notes: None						

Sales Amount 522,050.00 Shipping/Fees 0.00 Total Tax 0.00 Invoice total 522,050.00 Currency USD

*****MTR'S REQUIRED*****

02/22/2023 TP

REDACTED



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PO Box 972116,
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Main Phone: 918-447-5000

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Delivery term.....: Free Carrier
TDW Sales Rep: Thomas McElroy

NOTE CUSTOMER WILL NOT RECEIVE FREIGHT WITHOUT MTRS
PLEASE ENSURE A HARD COPY OF THE MTRS ARE INCLUDED WITH EVERY SHIPMENT.

ISR MUST ENSURE A LINE ITEM FOR MTR/S IS INCLUDED ON THE SALES ORDER.
.....

Customer Service Hold requires Quality Department (James Uhrman) authorization to release hold

- * All lines from this order MUST be consolidated to ship from a single warehouse location and as a single shipment.
- * All SOs to ship complete (no partial shipments)

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.....

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 - o Small items: pack as per appropriate box specifications
 - o Small / Medium Diameter Fitting: BF, Plug, Fitting and Gaskets to ship complete on one truck.
 - o Large Diameter Fitting: Maximum of two pallets per size, tight and secure.
 - *Spherical:
 - Completion plug can reside under 1 fitting half, while the blind flange kit can reside under the other fitting half.
 - Gaskets properly packed and positioned in one of the two halves (to protect them during transit)
 - *STOPPLE® Tee fittings:
 - Turned upside down, nest bottom half of fitting inside top half.
 - Blind flange kit and plug on top
 - Gaskets properly packed and positioned in one of the two halves (to protect them during transit)

Contact: Nick Furney Title: Contact Phone: (401)525-5581 Mobile: (401)439-5304 Email: nicholas.furney@nationalgrid.com

Product ONLY Notes: PO 3200610072

NATIONAL GRID FREIGHT COLLECT PROCESS- Ship using below National Grid Preferred Carriers
1. Ship FREIGHT COLLECT
2. Mark the Bill of Lading [B/L] #FREIGHT COLLECT# # Include National Grid material PO # & PO # line item on Bill of Lading
3. 3rd Party Billing: List on Bill of Lading to send freight bill to National Grid C/O National Traffic Service at 151 John James Audubon Parkway, Amherst, NY 14228 for audit and payment OR
Email:mailroom@natraf.com

02/22/2023 TP

REDACTED



Invoice

Remit to:
TDW (US), Inc.
PO Box 972116,
Dallas, TX - 75397 2116
USA

Main Phone: 918-447-5000

Billing instructions:
Fax Email Invoice

Bill to:
NARRAGANSETT ELECTRIC

Address:
Invoice address:
AcctsPayableAdmini@nationalgrid.com
Or
Narragansett Electric Co
Accounts Payable Department C-1
300 Erie Blvd West,
SYRACUSE, NY - USA

Customer account.....: C007570
Sold to:: NARRAGANSETT ELECTRIC

Ship to:
NG - USA C/O-Nick Furney
477 Dexter St.
Providence, RI - 02907
USA

Invoice No.: JI00168542
Date: 2/20/2023
Packing slip.....: PS00264004
Sales order: 640-2211-154-US
Purchase order: 3200610072
Payment terms.....: NET 30 Days
Tracking Number: 1Z7313070343721384
Delivery term.....: Free Carrier
TDW Sales Rep.....: Thomas McElroy

- 4. Small Parcel: Single package up to 75 lbs, Multiple up to 150 lbs: ship via UPS Reference National Grid Account Number 25W-271 Customer Service: 1-800-377-4877
- 5. Regional LTL: 150 lbs.-7,500 lbs. When origin & destination are BOTH in VT, NH, MA, NY, CT, RI, NJ, & PA: Ship via Teal's Express
Email:ngrid@teals.com T: 800-836-0371 F: 315-735-0970
- 6. National LTL: 150 lbs.-7,500 lbs: Ship via CH Robinson
Email:nationalgrid@chrobinson.com T: 810-314-7004
- 7. Full Truckload/ Expedited: Over 7,500 lbs, 12ft long,> 7 pallets: ship via CH Robinson
Email:nationalgrid@chrobinson.com T: 810-314-7004
- 8. International: Ship via CH Robinson
Email: nationalgridintl@chrobinson.com T: 248-948-9430
- 9. Shipping to Cape Cod or Nantucket, MA: ship via Cape Cod Express T: 800-642-7539

Service ONLY Notes: None
Freight/Shipping ONLY Notes: None

For billing inquiries, please email
accountsreceivable.WesternHem@tdwilliamson.com

REDACTED



Invoice

Remit to:
TDW (US), Inc.
PO Box 972116,
Dallas, TX - 75397 2116
USA
Main Phone: 918-447-5000

Bill to:
NARRAGANSETT ELECTRIC
Address:
NGUSA SERVICE COMPANY (NATIONAL
GRID) ELECTRONIC RECEIPT SETTLEMENT
ACCTSPAYABLEADMINI@NATIONALGRID.CO
M,
SYRACUSE, NY - USA

Ship to:
NG - USA C/O-Nicholas Furney
477 Dexter St.
Providence, RI - 02907
USA

Invoice No.: JI00168853
Date: 2/23/2023
Packing slip.....: PS00264290
Sales order: 640-2110-137-US
Purchase order: 3200565089
Payment terms.....: NET 30 Days
Tracking Number.....: 78018644134-odfi
Delivery term.....: Free Carrier
TDW Sales Rep.....: Thomas McElroy

Billing instructions:
Fax Email Invoice
Customer account.....: C007570
Sold to:: NARRAGANSETT ELECTRIC

Line Item number	Item name	Commodity	Qty.	Unit	Disc. %	Unit price	Line amount	Taxable
38	08-3500-1200-00 PLUGGING MACHINE, 12in JACK	8481.80.3065	2.00	EA				No
Line Notes: Lead Time: 8 Week(s)								

Sales Amount	Shipping/Fees	Total Tax	Invoice total	Currency
	0.00	0.00		USD

NOTWITHSTANDING ANY TERM OR PROVISION HEREIN OR ANY TERMS REFERENCED HEREIN, THIS QUOTE/PURCHASE ORDER SHALL BE GOVERNED BY CONTRACT FOR PRODUCT PURCHASES BETWEEN T.D. WILLIAMSON, INC AND TDW SERVICES, INC. AND NATIONAL GRID USA AND AFFILIATED COMPANIES DOCUMENT NO. 00200 EXECUTED MARCH 19, 2012.

Customer Service Hold requires Quality Department (James Uhrman) authorization to release hold

- * All lines from this order MUST be consolidated to ship from a single warehouse location and as a single shipment.
- * All SOs to ship complete (no partial shipments)

*****MTR'S REQUIRED*****
NOTE CUSTOMER WILL NOT RECEIVE FREIGHT WITHOUT MTRS
PLEASE ENSURE A PHYSICAL COPY OF THE MTRS ARE INCLUDED WITH EVERY SHIPMENT.

ISR MUST ENSURE A LINE ITEM FOR MTR/S IS INCLUDED ON THE SALES ORDER.

* Accurate MTRs (Heat number tied up to correct PN and Description)

- *Packaging
 - o Small items: pack as per appropriate box specifications
 - o Small / Medium Diameter Fitting: BF, Plug, Fitting and Gaskets to ship complete on one truck.
 - o Large Diameter Fitting: Maximum of two pallets per size, tight and secure.
 - *Spherical:
 - Completion plug can reside under 1 fitting half, while the blind flange kit can reside under the other fitting half.
 - Gaskets properly packed and positioned in one of the two halves (to protect them during transit)
 - *STOPPLE® Tee fittings:
 - Turned upside down, nest bottom half of fitting inside top half.
 - Blind flange kit and plug on top
 - Gaskets properly packed and positioned in one of the two halves (to protect them during transit)

02/24/2023 MR



Invoice

REDACTED

Remit to:
TDW (US), Inc.
PO Box 972116,
Dallas, TX - 75397 2116
USA
Main Phone: 918-447-5000

Bill to:
NARRAGANSETT ELECTRIC
Address:
NGUSA SERVICE COMPANY (NATIONAL
GRID) ELECTRONIC RECEIPT SETTLEMENT
ACCTSPAYABLEADMINI@NATIONALGRID.CO
M,
SYRACUSE, NY - USA

Ship to:
NG - USA C/O-Nicholas Furney
477 Dexter St.
Providence, RI - 02907
USA

Invoice No.: JI00168853
Date: 2/23/2023
Packing slip.....: PS00264290
Sales order: 640-2110-137-US
Purchase order: 3200565089
Payment terms.....: NET 30 Days
Tracking Number: 78018644134-odfl
Delivery term.....: Free Carrier
TDW Sales Rep: Thomas McElroy

Billing instructions:
Fax Email Invoice
Customer account.....: C007570
Sold to:: NARRAGANSETT ELECTRIC

Contact: Nick Furney Title: Contact Phone: (401)525-5581 Mobile: (401)439-5304 Email: nicholas.furney@nationalgrid.com

Product ONLY Notes: PO 3200565089

NATIONAL GRID FREIGHT COLLECT PROCESS- Ship using below National Grid Preferred Carriers

1. Ship FREIGHT COLLECT
2. Mark the Bill of Lading [B/L] #FREIGHT COLLECT# # Include National Grid material PO # & PO # line item on Bill of Lading
3. 3rd Party Billing: List on Bill of Lading to send freight bill to National Grid C/O National Traffic Service at 151 John James Audubon Parkway, Amherst, NY 14228 for audit and payment OR Email: mailroom@natraf.com
4. Small Parcel: Single package up to 75 lbs, Multiple up to 150 lbs: ship via UPS Reference National Grid Account Number 25W-271 Customer Service: 1-800-377-4877
5. Regional LTL: 150 lbs.-7,500 lbs. When origin & destination are BOTH in VT, NH, MA, NY, CT, RI, NJ, & PA: Ship via Teal's Express Email: ngrid@teals.com T: 800-836-0371 F: 315-735-0970
6. National LTL: 150 lbs.-7,500 lbs: Ship via CH Robinson Email: nationalgrid@chrobinson.com T: 810-314-7004
7. Full Truckload/ Expedited: Over 7,500 lbs, 12ft long,> 7 pallets: ship via CH Robinson Email: nationalgrid@chrobinson.com T: 810-314-7004
8. International: Ship via CH Robinson Email: nationalgridintl@chrobinson.com T: 248-948-9430
9. Shipping to Cape Cod or Nantucket, MA: ship via Cape Cod Express T: 800-642-7539

Service ONLY Notes: None
Freight/Shipping ONLY Notes: None

For billing inquiries, please email
accountsreceivable.WesternHem@tdwilliamson.com

REDACTED

INVOICE

Pro Tool and Supply Inc

Branch: 000 Waltham
126 CALVARY ST
P O BOX 541586
Waltham, MA 02454

781-899-0790

Bill To:
NATIONAL GRID
GAS DIVISION ACCT. PAYABLE
300 ERIE BLVD
SYRACUSE, NY 13202-0000

Ship To:
NATIONAL GRID
477 DEXTER ST
PROVIDENCE, RI
US

Attn: ACCOUNTS PAYABLE

Ordered By: Mr. Nick Furney

Customer ID: 12457

INVOICE	
5301577	
Invoice Date	Page
2/23/2023 09:32:08	1 of 1
ORDER NUMBER	
1274478	

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount
3200618088	Net 30	3/25/2023	3/25/2023	0.00

Order Date	Pick Ticket No	Primary Salesrep Name	Taker
2/14/2023 11:35:42	3331910	MATT PARTICELLI	RARLING

Quantities				Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Shipped	UOM Unit Size	Disp.				

Delivery Instructions: ~

Carrier:

Tracking #:

1	1	EA	1.0	DPCC6571D-36 71 hp kubota diesel-36" guard 41741	EA	1.0000	
---	---	----	-----	--	----	--------	--

Total Lines: 1

SUB-TOTAL:
TAX:
CASH RECEIPTS:
AMOUNT DUE:

*** REPRINT ***

REDACTED

Bascom-Turner Instruments, Inc.
111 Downey Street
Norwood, MA 02062
United States

Voice: 781-769-9660
Fax: 781-769-2099

Invoice
Invoice Number:
153346
Invoice Date:
Feb 24, 2022
Page:
1

Sold To:

National Grid Company
Accounts Payable Dept C-1
300 Erie Blvd West
Syracuse, NY 13202

Ship to:

National Grid Company
Wilmington Materials Dist Wrhs/ William Murphy
326 Ballardvale St
Wilmington, MA 01887

Customer ID	Customer PO	Payment Terms	
NGRID	0200007007 3200572496	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	ODFL	2/24/22	

Quantity	Item	Description	Unit Price	Extension
82	VGC-301	Gas-Rover Natural Gas and CO Detector- Bluetooth & GPS S/N: 2203-407361 To 2203-407442		

Thank you!

Subtotal
Freight
Sales Tax
Total Invoice Amount
Payment Received
TOTAL



03/02/2022

RZ

REDACTED



Invoice

Remit to:
TDW (US), Inc.
PO Box 972116,
Dallas, TX - 75397 2116
USA
Main Phone: 918-447-5000

Bill to:
NARRAGANSETT ELECTRIC
Address:
NGUSA SERVICE COMPANY (NATIONAL
GRID) ELECTRONIC RECEIPT SETTLEMENT
ACCTSPAYABLEADMINI@NATIONALGRID.CO
M,
SYRACUSE, NY - USA

Ship to:
NG - USA C/O-Nicholas Furney
477 Dexter St,
Providence, RI - 02907
USA

Invoice No.: JI00169226
Date: 2/28/2023
Packing slip.....: PS00264952
Sales order: 640-2110-159-US
Purchase order: 3200565088
Payment terms.....: NET 30 Days
Tracking Number.....: 78018943940-ODFL
Delivery term.....: Free Carrier
TDW Sales Rep.....: Thomas McElroy

Billing instructions:
Fax Email Invoice
Customer account.....: C007570
Sold to:: NARRAGANSETT ELECTRIC

Line Item number	Item name	Commodity	Qty.	Unit	Disc. %	Unit price	Line amount	Taxable
3	09-0041-0000-00 SHORTCUTT® VALVE, 6in	8481.80.3055	2.00	EA				No
Line Notes: Backorder - Currently unable to guarantee delivery timeframe.								

Sales Amount	Shipping/Fees	Total Tax	Invoice total	Currency
	0.00	0.00		USD

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• Turned upside down, nest bottom half of fitting inside top half.

03/01/2023 KA



Invoice

REDACTED

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PO Box 972116,
Dallas, TX - 75397 2116
USA
Main Phone: 918-447-5000

Bill to:
NARRAGANSETT ELECTRIC
Address:
NGUSA SERVICE COMPANY (NATIONAL
GRID) ELECTRONIC RECEIPT SETTLEMENT
ACCTSPAYABLEADMINI@NATIONALGRID.CO
M,
SYRACUSE, NY - USA

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Billing instructions:
Fax Email Invoice
Customer account.....: C007570
Sold to:: NARRAGANSETT ELECTRIC

- Blind flange kit and plug on top
- Gaskets properly packed and positioned in one of the two halves (to protect them during transit)

Contact: Nick Furney Title: Contact Phone: (401)525-5581 Mobile: (401)439-5304 Email: nicholas.furney@nationalgrid.com

Product ONLY Notes: PO 3200565088

- NATIONAL GRID FREIGHT COLLECT PROCESS- Ship using below National Grid Preferred Carriers
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 4. Small Parcel: Single package up to 75 lbs, Multiple up to 150 lbs; ship via UPS Reference National Grid Account Number 25W-271 Customer Service: 1-800-377-4877
 5. Regional LTL: 150 lbs.-7,500 lbs. When origin & destination are BOTH in VT, NH, MA, NY, CT, RI, NJ, & PA: Ship via Teal's Express Email: ngrid@teals.com T: 800-836-0371 F: 315-735-0970
 6. National LTL: 150 lbs.-7,500 lbs: Ship via CH Robinson Email: nationalgrid@chrobinson.com T: 810-314-7004
 7. Full Truckload/ Expedited: Over 7,500 lbs, 12ft long, > 7 pallets: ship via CH Robinson Email: nationalgrid@chrobinson.com T: 810-314-7004
 8. International: Ship via CH Robinson Email: nationalgridintl@chrobinson.com T: 248-948-9430
 9. Shipping to Cape Cod or Nantucket, MA: ship via Cape Cod Express T: 800-642-7539

Service ONLY Notes: None
Freight/Shipping ONLY Notes: None

For billing inquiries, please email
accountsreceivable.WesternHem@tdwilliamson.com

PUC 1-6

Request:

Referring to the testimony on Bates page 19 and the reference to the T.D. Williamson ProStopp order, please identify the date this equipment was ordered, provide a copy of the order, and a copy of any invoices relating to the order. Please also provide the revenue requirement that is included in the reconciliation that relates to this item.

Response:

Date the equipment was ordered: The TD Williamson ProStopp (“ProStopp”) equipment was ordered on approximately November 29, 2022, during the FY 2024 Gas ISR planning cycle. The manufacturer sells the ProStopp equipment as custom built for each customer order and the manufacturer was forecasting a delivery date for the end of Q1 FY 2024. The Company initially included the budget for this purchase in the proposed FY 2024 Gas ISR budget, however, the manufacturer delivered it on February 23, 2023, which resulted in the Company incurring the cost in FY 2023.

Copy of the order: Please see Confidential Attachment PUC 1-6-1 for a copy of the vendor quotation dated November 16, 2022. The Company has redacted vendor-specific pricing information to comply with the vendor’s confidentiality terms and conditions, and has submitted an unredacted version to the PUC, subject to Motion for Protective Treatment. The Company confirmed this order with the vendor over the phone.

Copy of invoices relating to the order: Please see Confidential Attachment PUC 1-6-2 for a copy of the invoice for the ProStopp. The Company has also redacted vendor-specific pricing information in this attachment to comply with the vendor’s confidentiality terms and conditions, and has submitted an unredacted version to the PUC, subject to a Motion for Protective Treatment.

FY 2023 Revenue Requirement included in the reconciliation: The FY 2023 Revenue Requirement included in the FY 2023 Gas ISR Reconciliation includes \$39,749 for the placement of the ProStopp equipment in-service during FY 2023.

Regarding the use of the TD Williamson ProStopp equipment in the field, the feedback from the Company’s field supervisors has been positive through the first six months of FY 2024. The ProStopp enhances safety and can reduce labor hours in the field, especially on complex abandonments and leak repairs. The Company has utilized the ProStopp on at least three projects and is estimated to have saved more than 1,000 labor hours. By reducing the labor

The Narragansett Electric Company
d/b/a Rhode Island Energy
RIPUC Docket 23-23-NG
In Re: 2023 Distribution Adjustment Charge Filing
Responses to Commission's First Set of Data Requests
Issued August 10, 2023

PUC 1-6, Page 2

hours/crew time on the ProStopp jobs, the Company is able to utilize those same valuable resources on other Gas ISR portfolio projects.

REDACTED



QUOTATION

TDW (US), Inc.
Tulsa Operations Center
6585 S. 61st West Avenue
Tulsa, OK 74131-2444
Phone: (918) 447-5000
Fax: (918) 447-5117

To:
NATIONAL GRID
NGUSA SERVICE COMPANY
(NATIONAL GRID) ELECTRONIC
RECEIPT SETTLEMENT
ACCTSPAYABLEADMINI@NATIONALGRID.COM
SYRACUSE New York

Date: 11/16/2022
Quote No: 640-2211-154-US
CUST. REF.
Revision: 3
Valid Until: 12/16/2022
Payment Terms: Net 30
Delivery Time & Terms: 18 Weeks In Stock, Subject To Prior Sale

Attn: Nick Furney
Cust Email:
nicholas.furney@nationalgrid.com
Cust Phone: (401)525-5581

Job Description

Product

#	QTY	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1		12363595	ProStopp™ DS ACTUATOR KIT, 75in Lead Time: 16 Week(s)		
2		12363597	ProStopp™ DS ACTUATOR KIT, 55in Lead Time: 18 Week(s)		
3		12362756	ProStopp™ DS AIR MOTOR KIT Lead Time: 12 Week(s)		
4		12363568	ProStopp™ DS HYDRAULIC PUMP KIT Lead Time: 12 Week(s)		
5		12353369	ProStopp™ DS ISOLATION TOOL, 6in Lead Time: 17 Week(s)		
6		12355257	ProStopp™ DS ISOLATION TOOL, 8in Lead Time: 15 Week(s)		
7		12357565	ProStopp™ DS ISOLATION TOOL, 10in Lead Time: 15 Week(s)		

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#	QTY	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
8		12350480	ProStopp™ DS ISOLATION TOOL, 12in Lead Time: 17 Week(s)		
9		12355404	ProStopp™ HOUSING, 8in 150lb RF Lead Time: 18 Week(s)		
10		12351505	ProStopp™ DS HOUSING, 12in 150lb RF Lead Time: 16 Week(s)		
11		12363499	ProStopp™ DS 6in Major Maintenance Kit Lead Time: 2 Week(s)		
12		12363500	ProStopp™ DS 6in MINOR MAINTENANCE KIT Lead Time: 2 Week(s)		
13		12363501	ProStopp™ DS 8in Major Maintenance Kit Lead Time: 2 Week(s)		
14		12363502	ProStopp™ DS 8in MINOR MAINTENANCE KIT Lead Time: 2 Week(s)		
15		12363503	ProStopp™ DS 10in Major Maintenance Kit Lead Time: 2 Week(s)		
16		12363504	ProStopp™ DS 10in MINOR MAINTENANCE KIT Lead Time: 2 Week(s)		
17		12363445	ProStopp™ DS 12in Major Maintenance Kit Lead Time: 2 Week(s)		
18		12363492	ProStopp™ DS 12in MINOR MAINTENANCE KIT Lead Time: 2 Week(s)		
19		12366725	ProStopp™ DS SEAL KIT, 6in Lead Time: 8 Week(s)		
20		12366726	ProStopp™ DS SEAL KIT, 8in Lead Time: 8 Week(s)		
21		12366727	ProStopp™ DS SEAL KIT, 10in Lead Time: 8 Week(s)		
22		12366728	ProStopp™ DS SEAL KIT, 12in Lead Time: 8 Week(s)		

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#	QTY	PART #	DESCRIPTION	UNIT PRICE	TOTAL PRICE
23		MTR/M	MATERIAL TEST REPORT MAILED		
24		MTR/S	MATERIAL TEST REPORT SHIPPED		
Product Total Price:					USD 522,050.00

Total Price:	USD 522,050.00
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Outside Sales Representative

Ron Comer
ron.comer@tdwilliamson.com - (856) 981-6526

Product Note

NOTE

ALL ORDER MUST HAVE A METHOD OF SHIPMENT, CARRIER AND ACCOUNT NUMBER BEFORE THEY WILL BE ACCEPTED AND ENTERED IN OUR SYSTEM.

PLEASE REFERENCE THIS QUOTE FOR ACCURATE PRICING AND DELIVERY.

DELIVERY IS VALID FOR 7 DAYS ONLY
PRICING IS VALID FOR 30 DAYS

The materials price quoted above does not include any taxes that may be applicable. Any and all applicable tax will be added to the Customer's invoice.

Returned materials are subject to a restocking fee. Any materials that are custom built per the Customer's requirements may not be returned or refunded.

All products are quoted Ex Works: Origin

Fittings quoted are designed to support occasional loadings incurred during vertical tapping operations, any other specific orientation will require adequate support of the equipment during intervention. For permanent tie-ins, code requires specific pipe analysis to be done taking pipe external loadings into consideration to validate tie-in fitness-for-service. Please contact TDW should you require such analysis to be conducted.

TDW Standard as Domestic pack, standard paint is applied, and standard data pack.

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Terms and Conditions for Sales of Products and Services

These TERMS AND CONDITIONS FOR SALES OF PRODUCTS AND SERVICES is made and entered into by and between TDW and Purchaser. The purpose of this Agreement is to set out the terms and conditions that will apply to the order for TDW Products and/or Services as described in the accompanying TDW Quotation ("Quotation"). Together these Terms and Conditions and the Quotation constitute the entire agreement between the Parties for the sale of Products and Services (the "Agreement") and supersede any previous communications, representations, or agreements by either party whether verbal or written.

This Agreement shall prevail over any additional or different terms proposed by Purchaser or any attempt by Purchaser to vary in any degree any of the terms of this Agreement whether by Purchaser's purchase order, any terms and conditions attached to Purchaser's purchase order or any document authorizing services, Purchaser's invoice, purchase confirmation, or otherwise. Such additional or different terms and conditions are hereby deemed material and notice of objection and rejection of such terms is hereby given. By entering into this Agreement, the parties specifically intend for this Agreement to govern all Product and Services sales and purchases between the parties and to avoid a "battle of the forms" or the application of UCC § 2-207 to sales and purchases between the Parties.

I. Existing Master Agreement:

Notwithstanding the foregoing, if the Parties have executed a master agreement applicable to the purchase being made, such master agreement shall constitute the agreement for the subject purchase of Products and/or Services and these Terms and Conditions shall have no effect.

II. Definitions:

2.1 "Confidential Information" shall mean any and all Services and Products related information exchanged by the Parties, including without limitation, proprietary information, this Agreement and all information or data furnished by the Disclosing Party to the Receiving Party, which the Disclosing Party considers confidential and proprietary information including, but not limited to, all information regarding customers, clients, employees and suppliers, pricing information and models, processes, designs, specifications, products information, financial or operational data, business plans, strategies, models or forecasts, internal performance results and other documentation relating to the Disclosing Party's business activities. The Parties agree and acknowledge that Confidential Information includes all Intellectual Property.

2.2 "Consequential Damages" shall mean any loss, damage or injury of whatsoever nature which does not follow directly from the act or omission in question but from the consequence or result of such act or omission and shall, for purposes of all matters related in any way to this Agreement or the Products or Services provided hereunder, always includes (i) indirect, special, incidental, exemplary, or punitive damages, or (ii) loss of business, loss of profit or revenue (which, for clarity, shall not include any compensation to TDW by way of remuneration for Services and/or Products provided), business interruption, loss of use of facilities, loss of use of personnel, equipment and services contracted from third parties, loss of opportunity, loss of product or production, fines or penalties and any other indirect loss of a similar nature; whether sounding in contract, tort, indemnity or otherwise, regardless of whether such loss or damage is foreseeable, and even if such loss or damage could be classified as direct or as general damages under the circumstances in which the claim is made.

2.3 "Group" shall mean with respect to either TDW or Purchaser the party's affiliates, parents, subsidiaries, customers, joint ventures, or joint interest owners, whether any of the latter are natural persons, individuals, partnerships, associations, or legal entities, including, without limitation, companies and corporations, or another arrangement, wherever formed, registered, based, domiciled or located, and each of their respective directors, agents, officers and employees.

2.4 "Intellectual Property" shall mean any intellectual property, including trademarks, trade dress, trade secrets, unregistered copyrights, registered copyrights, inventions, and patents, eligible for protection under applicable trademark, patent, copyright and intellectual property laws.

2.5 "Liabilities" shall mean any costs, expenses, losses, fines, penalties, damages, claims, causes of action, including attorneys' fees, investigation costs and litigation expenses.

2.6 "Owner" shall mean any entity other than TDW and Purchaser that is the owner or operator of the asset or facility on which the Services are performed or that is considered the end-user of any Product supplied hereunder.

2.7 "Products" shall mean, in singular or plural, any material, equipment, system, tool, instrument, consumable, spare part, component, good, merchandise or product sold or provided by TDW to Purchaser.

2.8 "Purchase Order" shall mean, either in singular or plural, any document or authorization (written or verbal) issued by Purchaser for the purchase of any Products and/or Services referenced in the Quotation.

2.9 "Purchaser" shall mean the party purchasing Products or Services from TDW.

2.10 "Services" shall mean either singular or plural, any type of service sold or furnished by TDW to Purchaser.

2.11 "TDW" shall mean the T.D. Williamson entity identified on the face of the Quotation and providing Products or Services hereunder.

2.12 "Terms and Conditions" shall mean these Terms and Conditions for sales of Products and Services.

2.13 "Transactional Taxes" shall mean all sales, use, value-added (VAT), goods and services (GST) and similar taxes imposed under applicable law on Products and/or Services.

III. TERMS AND CONDITIONS

3.0 Pricing and Payment

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3.0.1 **Prices:** Prices stated in the Quotation are firm for the period stated therein and are subject to revision after expiration of such period.

3.0.2 **Taxes:** Purchaser is responsible for all Transactional Taxes associated with the Services and/or Products under any applicable federal, state or local law. The Price provided herein is exclusive of Transactional Taxes. Purchaser is required to provide any applicable tax exemption certificate prior to the issuance of a Purchase Order.

3.0.3 **Payment and Delinquency Charge:** Unless a shorter period is provided in the Purchase Order, payment for any Products or Services is due within thirty (30) days of receipt of invoice. All accounts are payable in the currency identified in the Quotation unless otherwise agreed or directed by TDW, free of exchange rate variation or collection charges and without any offset, discount, deduction or counterclaim pursuant to the payment instructions provided by TDW. Unless the quote provides differently, Purchaser accepts that a delinquency charge of 1% (one per cent) per month will be added on any amount not paid within the stated terms of payment and thereafter on all accounts in arrears, without exceeding the maximum permitted by law until paid. Purchaser is responsible for all costs and expenses, including attorneys' fees, incurred by TDW in collecting any amounts owed for Products or Services beyond the stated due date. Purchaser accepts that any failure to make payments when due shall entitle TDW to suspend further performance until payment is received.

3.1 Services Delay and Extended Duration: TDW shall be entitled to payment of its additional day rate charges for personnel and equipment for each day that TDW performs the Services beyond the original work duration for reasons outside TDW's reasonable control, including, but not limited to (i) modification of the Services, or delay, suspension of, or interference with the Services or their schedule by Purchaser or any member of its Group, Force Majeure, governmental authorities, or third-parties, (ii) the discovery of any conditions differing materially from those ordinarily identified by Purchaser relating to subject site, pipeline or facilities and which materially affect the cost of performance of the Services.

1. **Changes and Deviations:** TDW may accept or reject, at its sole discretion, Purchaser's request for changes or deviations from Purchase Orders. If accepted, any change or deviation costs shall be invoiced and paid as agreed by Purchaser and TDW. TDW may adjust the Delivery date as necessary when affected by any change or deviation of the Purchase Order. Any deviation from the standard TDW part number should be indicated by Purchaser in the applicable technical questionnaire and/or technical data sheet. Otherwise, TDW will process the Purchase Order based on the standard TDW part number.

3.3 Product Delivery: Unless Purchaser and TDW agree otherwise in writing, all Products shall be delivered Ex Works TDW's premises, or another named place, as defined by Incoterms® 2010. Purchaser is obligated to take delivery at the time they are made available to Purchaser in accordance with this Agreement. If Purchaser fails to take delivery or fails to provide information or instructions required for delivery, the Products will be stored at Purchaser's risk. Title transfer of Products shall pass in favor of Purchaser once Purchase Order is paid in full. Purchaser is responsible for all delivery and related charges, including without limitation, demurrage, detention, storage or other charges. In the event Purchaser (or the appointed carrier, forwarder or shipper) fails to accept or take delivery of Products from TDW within 5 (five) days of notice of availability, TDW shall have the right to charge Purchaser reasonable storage fees. TDW makes every reasonable effort to ship all Products within the time indicated by TDW but does not guarantee to do so. In no event, shall TDW be liable for any losses, damages, or costs associated with or caused by delay in delivery of Products. TDW is permitted to deliver the Products in more than one consignment. If the Products are delivered in more than one consignment, TDW will be entitled to invoice each delivery separately.

3.4 Pipeline, Site or Facility Information.

3.4.1 Purchaser represents and warrants the completeness and accuracy of any information provided on the conditions and operation of the subject pipeline, site or facility ("Pipeline Information"). It is understood and agreed that Purchaser is entitled to rely on Pipeline Information. Purchaser further represents and warrants that the pipeline or facility condition and operation during TDW's performance of the Services shall conform to the Pipeline Information. Purchaser shall save, indemnify, defend and hold harmless TDW from and against any Liabilities or third-party claims arising from variances in the pipeline conditions or operation from the Pipeline Information.

3.4.2 The effectiveness and accuracy of TDW's Products and Services depend on (i) the quality of the construction, materials, supporting services, facts, data and related Pipeline Information provided by Purchaser and/or by third parties, and (ii) the uncertainty of variable pipeline and project site conditions, as well as possible inaccuracies or inconsistencies between the Pipeline Information and the actual conditions of the pipeline or site. Purchaser agrees TDW shall not be liable for, and Purchaser shall save, indemnify, defend and hold harmless TDW against any Liabilities arising from the use of such information or as a result of TDW's reliance upon the accuracy of all representations, statements made and/or documents provided by the Purchaser in connection with the Service.

3.5 Warranties and Guarantees

3.5.1 **Products Warranty:** TDW warrants Products it manufactures against defects in material and workmanship for a period of one (1) year from the date of Delivery ("Product Warranty"). The Product Warranty does not apply to any Product or component manufactured by TDW which (i) has been repaired or altered by anyone other than TDW, (ii) has become defective or damaged due to normal wear and tear (iii) has become damaged due to improper storage, misuse, negligence or casualty, or (iv) has been operated or maintained contrary to TDW's instructions and warnings. Purchaser's sole remedy, and TDW's sole liability, for a Product Warranty defect shall be repair or replacement, at TDW's sole discretion, of the Product. TDW shall have no liability hereunder for

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costs associated with access, removal or reinstallation of the Product required for such performance. TDW shall have no liability hereunder for costs associated with access, removal or reinstallation required for such reperformances.

3.5.2 Services Warranty

3.5.2.1 General Warranty: TDW warrants that the Services shall conform to any mutually agreed specifications and be performed in a good and workmanlike manner. In the event the Services fail to comply with the foregoing warranties within twelve (12) months from completion of the Services, TDW shall reperform the non-conforming Services at no cost to Purchaser.

3.5.3 General Warranty Limitations: TDW'S SOLE AND EXCLUSIVE WARRANTY AND TDW'S SOLE OBLIGATIONS FOR DEFECTS IN THE PRODUCTS AND SERVICE PROVIDED HEREUNDER SHALL BE AS EXPRESSLY SET FORTH IN THIS SECTION 3.5. TDW MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED AT LAW OR IN EQUITY, AND ALL IMPLIED WARRANTIES, INCLUDING THOSE MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY TDW AND EXCLUDED FROM THIS AGREEMENT.

3.5.4 Special Work Provisions and Limitations

3.5.4.1 Hot Tapping and Plugging ("HT&P") Warranties and Representations:

i. In the normal course of executing HT&P Services, it may be necessary to change the cutter due to damage or wear and tear and it is agreed that such replacement is a normal operation and shall not constitute a delay in the performance of the Services by TDW. TDW does not guarantee the coupon (the piece of the pipe hot tapped out of the pipe) will be retained, or that the process will not result in shavings or other minor debris remaining in the pipeline. Purchaser assumes all liability for, or related to: (i) pipeline damage, including without limitation, loss of revenue if the pipeline is shut down, and, (ii) removal of any coupon, shavings or debris arising in connection with the performance of the HT&P Services; and shall hold TDW harmless from any and all Liabilities related to same.

ii. TDW will provide a workable or operational seal when placing the plugging head(s) into the pipeline system; however, there is no guarantee that such a seal will be achieved on the first attempt, and multiple attempts to achieve a workable seal shall not be considered a default or delay by TDW. In the event TDW needs to remove the plugging head to replace the seal, such activity shall not be considered a delay or breach.

iii. In the event Purchaser elects to have TDW perform a hot tapping procedure, of any kind, through a third party manufactured fitting, Purchaser is solely responsible for the selection, design, manufacturing and performance of such fitting and TDW shall have no liability with respect to delays or damages related to defects in such fittings or their incompatibility with TDW's equipment. TDW is not responsible in any manner for determining the suitability of the third-party fitting for use in the intended application. TDW may carry out an assessment related to the third-party fitting before performing Services and shall have the right at any time to refuse, suspend or terminate, at its discretion, the execution of the Services, without liability.

iv. In the event of a re-stop procedure, TDW does not guarantee that the completion plug will be retrieved. In such event, Purchaser takes full responsibility for the pipeline, including without limitation, retrieval of any completion plug or damage to the pipeline.

v. TDW does not guarantee a successful re-entry into a fitting. Purchaser assumes all risk and liability with respect to any damage that occurs from attempting to perform or performing a re-entry.

3.5.4.2 In-Line Pipeline Equipment And Inspection Warranties and Representations:

i. TDW does not guarantee its in-line equipment or tools ("Equipment") will travel freely through the pipeline without stalls or stopping. TDW shall make its best reasonable efforts to assess pipeline conditions based on the Pipeline Information in order to avoid Equipment stalls during the execution of Services.

ii. Should any of TDW's Equipment become stuck, lost, damaged or irrecoverable in a pipeline:

iii. Purchaser shall assume full responsibility for all costs associated with recovery and repair of the Equipment in the shortest time possible according to the specific circumstances as agreed by the Parties. Purchaser shall pay TDW for any lost or unrepairable Equipment, together with all sums due and owing for Services performed. Proper credit, as determined by TDW, will be issued by TDW for any Equipment subsequently recovered and returned to TDW. Furthermore, Purchaser shall also pay TDW the Equipment stand-by charges set forth in the applicable Quotation starting on the day the Equipment becomes stuck until the Equipment is recovered or TDW is paid for any lost or unrepairable Equipment.

iv. Purchaser assumes all risk of loss of and damage to any pipeline caused by the Equipment, including without limitation, loss of revenue for any period a pipeline is shut down and shall be responsible for any and all costs associated with retrieval of the Equipment and related pipeline repairs.

v. While TDW will perform in accordance with its applicable tool specifications and technical documentation, the results of the analysis provided by TDW in any report will not identify every existing feature and/or anomaly or be absent of misidentifications within the Equipment's specification for detection capabilities, anomaly types, confidence intervals, tolerance detection levels and detection thresholds.

3.5.4.3 Consulting Services: In the event TDW provides any type of consulting or other professional Services, TDW agrees to perform such Services in accordance with the degree of skill and care ordinarily exercised by practicing design professionals performing similar Services under similar circumstances. TDW makes no other representations and no warranties of any kind, whether express or implied, with respect to its consulting or other professional Services.

3.5.4.4 Training: TDW may provide Purchaser basic training on the use and operation of Products but Purchaser expressly acknowledges that such training shall not constitute or result in any certification by TDW of the trainees' operation of the Product. This

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training shall not be considered a substitute for any other required or recommended training on use of the Products. In no event, shall TDW be liable for any failure by a training recipient to operate Products properly or for their lack of knowledge, experience or skill with respect to the operation or use of the Products.

3.5.4.5 Rental Equipment: If TDW provides rental equipment to Purchaser, whether owned by TDW or rented through a third-party equipment company ("Rental Equipment"), the following shall apply: (a) Purchaser shall be responsible for and shall indemnify TDW from any damage to such Rental Equipment while in use or possession by Purchaser, Owner, or any other contractor, representative or agent of Purchaser or Owner, except for normal wear and tear, and (b) Purchaser warrants that any Rental Equipment provided by TDW shall not be used by anyone other than Purchaser without the prior written consent of TDW.

3.6 Returns, Termination and Rescheduling

3.6.1 Return of Products: Products may be returned to TDW only after approval and receipt by Purchaser of definite shipping instructions and TDW's written Return Materials Authorization. Returned Products are subject to restocking or reconditioning charges based on the condition of the returned Product(s). Purchaser shall have no right to return custom fabricated items, engineered to order ("ETO") items, or those requiring special material or special size that conform to the requirements of this Agreement.

3.6.2 Termination for Convenience: Termination for convenience occurs when the Purchaser terminates this order in the absence of a default by TDW, or if Purchaser suspends a Purchase Order for a period exceeding sixty (60) Calendar Days from the date of suspension. Upon a termination for convenience, Purchaser shall pay upon demand by TDW all expenses and costs arising from or related to termination of the Order, including without limitation, costs for tool preparation, mobilization, demobilization, engineering, materials, subcontractor/vendor cancellation charges, costs incurred for special work or material requirements, and shipping. In addition to the aforementioned costs, in respect of Services TDW shall be entitled to the recovery of the amounts due and not previously paid for the Services performed up to receipt of the notice of termination. TDW shall also be permitted to collect any termination or cancellation fees set forth in the applicable TDW quotation. TDW shall be entitled to recoup all amounts described in this Section 3.5 from any advance payments and may also exercise the right of set-off to collect the amounts owed against any other contract Purchaser and/or its affiliates may have with TDW. Termination of ETO Product orders, or any portion of an order for the supply of an ETO Product, is expressly prohibited and Purchaser is obligated to remit payment in full for any ETO Products ordered.

3.6.3 Termination for Default: In the event that either party is in default under the Purchase Order, the non-defaulting party shall give written notice of such default and the defaulting party shall have seven (7) days to commence a cure. If the defaulting party fails to commence a cure within such time the non-defaulting party may terminate the order for cause subject to the Terms and Conditions herein.

3.6.4 Rescheduling Fees. In the event Purchaser reschedules Services, Purchaser shall pay the rescheduling fees referenced in the applicable quotation.

3.7 Indemnification and Limitation of Liability

3.7.1 Indemnity: TDW and Purchaser shall each release, defend, indemnify, and hold the other harmless from all claims, ACTIONS, LOSSES, DAMAGES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) for personal injury, including death, or property damage or loss, in favor of any third party for any loss OR DAMAGE TO THE EXTENT directly or indirectly caused by the indemnifying party's negligence or fault. When a THIRD-PARTY loss is the result of joint or concurrent negligence of TDW AND Purchaser, the indemnitor's duty of indemnification shall be in proportion to its allocable share of negligence. A Party shall not be indemnified under this Agreement for any losses OR DAMAGE caused directly or indirectly by that Party's own gross negligence or intentional misconduct.

3.7.2 Consequential Damages: NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY (NOR ANY MEMBER OF ITS RESPECTIVE GROUP) WILL BE LIABLE UNDER THIS AGREEMENT FOR CONSEQUENTIAL DAMAGES EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND SUCH DAMAGES SHALL BE CONSIDERED HEREBY WAIVED.

3.7.3 Limitation of Liability: Notwithstanding anything in THIS AGREEMENT or any other document to the contrary, TO THE FULLEST EXTENT PERMITTED BY LAW and irrespective of TDW's fault, NEGLIGENCE, strict liability, breach of contract, or breach of warranty, whether under warranty, CONTRACT, indemnity, negligence, tort, insurance or otherwise, TDW's MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS OR SERVICES shall not exceed \$1,000,000 (One Million Dollars usd), inclusive of any payments to Purchaser by TDW's insurance carriers, and TDW is hereby released from any liability in excess of said amount.

3.8 **TDW Working as Subcontractor:** TDW represents and warrants that any and all Services are performed and delivered for the exclusive benefit of Purchaser. In the event TDW provides Products or Services for Purchaser as a subcontractor, TDW shall have no liability or responsibility to Owner except and to the extent to and through Purchaser pursuant to these Terms and Conditions. Purchaser shall either (i) indemnify and defend TDW from and against any and all claims by, and liability to, Owner in excess of the indemnities, releases, waivers, and limitations of liability in favor of TDW hereunder, or (ii) require that Owner agree, for the benefit of and enforceable by TDW, to be bound by all the indemnities, releases and waivers, and limitations of liability in favor of TDW hereunder.

3.9 **Pollution and Hazardous Materials:** TDW shall only be liable for costs, claims, damages, losses, penalties, fines or charges related to pollution or contamination (whether affecting the environment or third parties) from hazardous materials brought

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onto the project site by TDW, excluding any cleaning solutions utilized as part of the Services ("TDW Pollution"). Purchaser shall be liable for any costs, claims, damages, losses, penalties, fines or charges related to pollution or contamination (whether affecting the environment or third parties) in any way connected with the flow of oil, gas, oil refined products, hydrocarbons, petrochemicals, hazardous substances, water or other substances which may cause harm or damage. In every instance, Purchaser shall be responsible for waste management, extraction, collection, treatment and final disposal of waste and hazardous materials generated or dislodged during performance of the Services ("Purchaser Pollution"). Purchaser shall defend, indemnify and hold safe and harmless TDW from all costs and claims arising out of the work related to the foregoing pollution, contamination, waste or hazardous materials, regardless of the fault or negligence of TDW, whether sole, joint, concurrent, active, passive or otherwise.

In the event any of the Equipment or TDW's tools are contaminated by any hazardous substances or naturally occurring radioactive material while performing the work, Purchaser shall be responsible for and shall reimburse TDW for all costs related to decontamination and disposal of such substances or materials.

3.10 Stop Work: TDW may stop work in the event it reasonably believes a safety or regulatory compliance matter exists, and such stoppage shall not be considered a delay of work.

3.11 Force Majeure: Except as provided in Section 3.1, neither party shall be liable for any delay in performance hereunder due to a force majeure event which shall be defined as acts of nature, severe weather conditions, acts or omissions of any government authority, wars, blockades, embargo, acts of terrorism, kidnappings, insurrections, riots, epidemic, pandemics, labor disputes, fires, floods, and industrial accidents, which are outside the reasonable control of a party claiming suspension of time or performance of its obligations hereunder, as well as inability to obtain materials, fuels or transportation, delays in transportation by TDW's third party carriers or logistics services providers, and delays in delivery or inability to deliver by TDW's suppliers. Nothing herein shall excuse Purchaser from its payment obligations.

3.12 Confidentiality and Intellectual Property

3.12.1 Except as otherwise provided herein, Contractor and Company agree that Confidential Information communicated by one Party ("Disclosing Party") to the other ("Receiving Party"), shall be treated as and held in strict confidence by Receiving Party, shall be used only for purposes of the Agreement by Receiving Party, and that no information, including without limitation the provisions of the Agreement, shall be disclosed by the Receiving Party, its agents, representatives or employees, without the prior written consent of the Disclosing Party, except as may be necessary by reason of legal, accounting or regulatory requirements beyond the reasonable control of the Receiving Party. The Receiving Party shall safeguard Confidential Information with at least the same degree of care that it uses to safeguard its own confidential, proprietary, and trade secret information. Notwithstanding the foregoing, TDW shall be entitled to disclose Confidential Information to its affiliates or other members of its Group for the purpose of performing this Agreement while remaining responsible for such member's compliance with the requirements of this Section. This Section shall not apply to information (i) in the public domain, (ii) the Receiving Party had in its possession prior to receiving it from the Disclosing Party (as evidenced by dated documentation), (iii) the Receiving Party obtained from a third party who rightfully acquired such information, or (iv) the Receiving Party independently developed without reference to the information received from the Disclosing Party (as evidenced by dated documentation). If the Receiving Party must disclose any Confidential Information pursuant to applicable law or regulation or by operation of law, the Receiving Party may disclose only such information as, in the opinion of legal counsel, is legally required, and provided, further, that the Receiving Party shall provide reasonable notice to the Disclosing Party of such requirement so that it may have a reasonable opportunity to object to such disclosure. The terms of this provision shall survive the termination of the Agreement and for five (5) years thereafter.

3.12.2 Upon receiving payment in full from Purchaser, TDW grants Purchaser a limited, non-exclusive, royalty-free license to TDW's Intellectual Property related to the supplied Product or performed Services, as applicable; provided, however, that the scope of such license shall be limited solely to the use and operation of the purchased Product or the Services, as applicable. With the sole exception of that limited license, TDW retains all intellectual property rights for its Products and Services, including without limitation any computer software embedded within a Product or deliverable, or used in the performance of any Services. TDW shall be the sole and exclusive owner of any intellectual property that is developed by either party during the design or development of any Products or design or performance of any Services, including, without limitation, any improved, modified, derivative or novel tools, equipment or techniques, and the parties will cooperate to assign any and all rights in such intellectual property to TDW. Purchaser does not have the right and is prohibited from using TDW's name, trademarks and service marks except as expressly authorized by TDW in writing.

3.13 Independent Contractor. TDW shall be acting solely as an independent contractor while performing its obligations hereunder. Nothing hereunder shall be deemed to create labor or intermediation relationships between the Parties (nor with their employees, subcontractors' employees, beneficiaries or successors), in terms of the applicable law. Purchaser shall indemnify, hold safe and harmless TDW and its shareholders, partners, officers, employees, officers, agents or representatives from and against any employment claim raised by Purchaser's employees, subcontractors or personnel.

3.14 Choice of Law; Venue; Jury Trial Waiver: Unless otherwise agreed by the Parties in writing, (a) any dispute between TDW and Purchaser regarding Products or Services provided by TDW or otherwise arising out of or in connection with this Agreement shall be governed by and construed in accordance with: (a) the laws of the State of Oklahoma for any dispute with TDW (US), Inc. and Purchaser, without regard to the conflict of laws principles thereof with jurisdiction and venue for any claims arising hereunder shall be in the district courts of Tulsa County, Oklahoma or the federal courts for the Northern District of Oklahoma located in Tulsa, Oklahoma; with each Party waiving its right to trial by jury in any dispute arising hereunder; (b) the laws of the Alberta province of

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Canada for any dispute between T.D. Williamson Canada ULC and Purchaser, subject to the applicable jurisdiction of the courts within the Province of Alberta; (c) the laws of Mexico for any dispute between T.D. Williamson de México, S.A. de C.V. and Purchaser, with any dispute between the Parties shall be brought in any court sitting in Mexico City, Mexico having jurisdiction thereof; (d) each party hereby waives personal jurisdiction and any claim that a legal proceeding (including, without limitation, any tort claim) brought in accordance with (a), (b) or (c) of this Section hereof, as applicable, has been brought in an inconvenient forum or that the venue of that proceeding is improper; and (e) THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, OR ANY APPLICABLE UNIFORM COMMERCIAL CODE, AND SELLER AND BUYER HEREBY DISCLAIM THE SAME.

3.15 Miscellaneous:

3.15.1 Purchaser shall obtain and secure all required permits, licenses and/or authorizations to execute the Services, including those required to access the site; provided, however, that TDW shall possess such permits, licenses and/or authorizations as required specifically of TDW under the applicable law to engage in TDW's line of work. Purchaser shall advise TDW in writing of any required health, safety and environmental measures applicable to the Services or site, as well as, any special site access or training requirements prior to issuing the applicable Purchase Order. Any costs associated with special site or Purchaser required training shall be at Purchaser's expense.

3.15.2 Except as may be prohibited by the applicable bankruptcy laws, in the event of any insolvency or inability to pay debts as they become due by a party hereto, or voluntary or involuntary bankruptcy proceeding by or against a party hereto, or appointment of a receiver or assignee for the benefit of creditors, the other party may elect to cancel any unfulfilled obligations hereunder.

3.15.3 Any required notices shall be given in writing at the address of each party set forth herein or in any attachment hereto, or to such other addresses either party may substitute by written notice to the other.

3.15.4 Neither party may assign nor transfer any of the rights, duties, or obligations herein without the prior written consent of the other, and any purported attempt to do so shall be null and void; provided, however, that TDW may assign this order to its affiliate without consent.

3.15.5 Neither Party's failure to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

3.15.6 Any term herein held to be illegal, invalid or unenforceable shall be modified to make such term enforceable and to reflect the intent of the parties, if possible, or fully severable, if impossible, and these Terms and Conditions shall be construed as if such modified term was included or such severed term was never included, and the remaining terms are in full force and effect. Clerical errors are subject to correction.

3.15.7 Neither Party nor their respective employees, advisors and third parties' representatives shall violate any applicable anti-corruption laws, in particular, the Federal Anti-Corruption Act in Public Contracting in Mexico, international anti-corruption treaties, as well as the United States Foreign Corrupt Practices Act, the UK Anti-Bribery Act and any other applicable anti-corruption laws.

3.15.8 Purchaser's acceptance of a quotation, in any form, including without limitation verbally or by Purchase Order submission, is a representation and warranty that any Products supplied hereunder will not be distributed to any country or entity defined by the controlling governmental agencies of the United States of America as having any type of trade restriction.

3.15.9 Signatures of the Parties do not have to appear on the same page, and a fully executed counterpart signature page shall be considered a legal binding document for all legal purposes once both Parties have signed.

IN WITNESS WHEREOF, this Agreement has been executed as shown below and shall be considered effective as of the date of TDW's applicable Quotation.

TDW (US), Inc.

Purchaser

By _____
Name _____
Title _____
Date _____

By _____
Name _____
Title _____
Date _____

640-2211-154-US

THANK YOU FOR YOUR BUSINESS!

REDACTED

INVOICE



Remit to:
 TDW (US), Inc.
 Dept. 315
 P.O. Box 4458,
 HOUSTON, TX - 77210-4458
 USA

Main Phone: 918-447-5000

Bill to:
 NARRAGANSETT ELECTRIC
 Invoice address:
 AcctisPayableAdmini@nationalgrid.com
 Or
 Narragansett Electric Co
 Accounts Payable Department C-1
 300 Erie Blvd West,
 SYRACUSE, NY - USA
 Customer account: C007570
Sold to:: NARRAGANSETT ELECTRIC

Invoice No.: J100168542
Date: 2/20/2023
Packing slip: PS00264004
Sales order: 640-2211-154-US
Purchase order: 3200610072
Payment terms: NET 30 Days
Tracking Number: 1Z7313070343721384
Delivery term: Free Carrier
TDW Sales Rep: Thomas McElroy

Line Item number	Item name	Commodity	Qty.	Unit	Disc. %	Unit price	Line amount	Taxable
1	12363595 ProStopp™ DS ACTUATOR KIT, 75in Line Notes: None	8481.90.9090						No
2	12363597 ProStopp™ DS ACTUATOR KIT, 55in Line Notes: None	8481.90.9090						No
3	12362756 ProStopp™ DS AIR MOTOR KIT Line Notes: None	8412.39.0040						No
4	12363568 ProStopp™ DS HYDRAULIC PUMP KIT Line Notes: None	8481.90.9090						No
5	12353369 ProStopp® DS ISOLATION TOOL KIT, 6in Line Notes: None	8481.80.9030						No
6	12355257 ProStopp® DS ISOLATION TOOL KIT, 8in Line Notes: None	8481.80.9030						No
7	12357565 ProStopp® DS ISOLATION TOOL KIT, 10in Line Notes: None	8481.80.9030						No
8	12350480 ProStopp® DS ISOLATION TOOL KIT, 12in Line Notes: None	8481.80.9030						No
9	12355404 ProStopp™ HOUSING, 8in 150lb RF Line Notes: None	8481.90.9090						No
10	12351505 ProStopp™ DS HOUSING, 12in 150lb RF Line Notes: None	8481.90.9090						No
11	12363499 ProStopp® DS 6in Major Maintenance Kit Line Notes: None	3926.90.4500						No
12	12363500 ProStopp™ DS 6in MINOR MAINTENANCE KIT Line Notes: None	3926.90.9988						No
13	12363501 ProStopp® DS 8in Major Maintenance Kit Line Notes: None	3926.90.4500						No

REDACTED

INVOICE



Remit to:
 TDW (US), Inc.
 Dept. 315
 P.O. Box 4458,
 HOUSTON, TX - 77210-4458
 USA

Main Phone: 918-447-5000

Bill to:
 NARRAGANSETT ELECTRIC
 Invoice address:
 AcctisPayableAdmini@nationalgrid.com
 Or
 Narragansett Electric Co
 Accounts Payable Department C-1
 300 Erie Blvd West,
 SYRACUSE, NY - USA
 Customer account: C007570
Sold to:: NARRAGANSETT ELECTRIC

Invoice No.: J100168542
Date: 2/20/2023
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Sales order: 640-2211-154-US
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Delivery term: Free Carrier
TDW Sales Rep: Thomas McElroy

Line Item number	Item name	Commodity	Qty.	Unit	Disc. %	Unit price	Taxable
14	12363502 ProStopp™ DS 8in MINOR MAINTENANCE KIT	3926.90.4500					No
	Line Notes: None						
15	12363503 ProStopp® DS 10in Major Maintenance Kit	3926.90.4500					No
	Line Notes: None						
16	12363504 ProStopp™ DS 10in MINOR MAINTENANCE KIT	3926.90.4500					No
	Line Notes: None						
17	12363445 ProStopp® DS 12in Major Maintenance Kit	4016.93.0000					No
	Line Notes: None						
18	12363492 ProStopp™ DS 12in MINOR MAINTENANCE KIT	3926.90.4500					No
	Line Notes: None						
19	12366725 ProStopp® DS SEAL KIT, 6in	4016.93.0000					No
	Line Notes: None						
20	12366726 ProStopp® DS SEAL KIT, 8in	4016.93.0000					No
	Line Notes: None						
21	12366727 ProStopp® DS SEAL KIT, 10in	4016.93.0000					No
	Line Notes: None						
22	12366728 ProStopp® DS SEAL KIT, 12in	4016.93.0000					No
	Line Notes: None						
23	MTR/M MATERIAL TEST REPORT MAILED						No
	Line Notes: None						
24	MTR/S MATERIAL TEST REPORT SHIPPED						No
	Line Notes: None						

Sales Amount 522,050.00
Shipping/Fees 0.00
Total Tax 0.00
Invoice total 522,050.00
Currency USD

*****MTR'S REQUIRED*****

REDACTED

INVOICE



Remit to:
TDW (US), Inc.
Dept. 315
P.O. Box 4458,
HOUSTON, TX - 77210-4458
USA

Main Phone: 918-447-5000

Billing instructions:
Fax Email Invoice

Bill to:
NARRAGANSETT ELECTRIC
Address:
Invoice address:
AcctsPayableAdmini@nationalgrid.com
Or
Narragansett Electric Co
Accounts Payable Department C-1
300 Erie Blvd West,
SYRACUSE, NY - USA
Customer account: C007570
Sold to:: NARRAGANSETT ELECTRIC

Ship to:
NG - USA C/O-Nick Furney
477 Dexter St,
Providence, RI - 02907
USA

Invoice No.: J100168542
Date: 2/20/2023
Packing slip: PS00264004
Sales order: 640-2211-154-US
Purchase order: 3200610072
Payment terms: NET 30 Days
Tracking Number: 1Z7313070343721384
Delivery term: Free Carrier
TDW Sales Rep: Thomas McElroy

NOTE CUSTOMER WILL NOT RECEIVE FREIGHT WITHOUT MTRS
PLEASE ENSURE A HARD COPY OF THE MTRS ARE INCLUDED WITH EVERY SHIPMENT.

ISR MUST ENSURE A LINE ITEM FOR MTR/S IS INCLUDED ON THE SALES ORDER.

Customer Service Hold requires Quality Department (James Uhrman) authorization to release hold

* All lines from this order MUST be consolidated to ship from a single warehouse location and as a single shipment.
* All SOs to ship complete (no partial shipments)

*****MTRS REQUIRED*****
NOTE CUSTOMER WILL NOT RECEIVE FREIGHT WITHOUT MTRS
PLEASE ENSURE A PHYSICAL COPY OF THE MTRS ARE INCLUDED WITH EVERY SHIPMENT.

ISR MUST ENSURE A LINE ITEM FOR MTR/S IS INCLUDED ON THE SALES ORDER.

* Accurate MTRs (Heat number tied up to correct PN and Description)

- *Packaging
 - o Small items: pack as per appropriate box specifications
 - o Small / Medium Diameter Fitting: BF, Plug, Fitting and Gaskets to ship complete on one truck.
 - o Large Diameter Fitting: Maximum of two pallets per size, tight and secure.
- *Spherical:
 - Completion plug can reside under 1 fitting half, while the blind flange kit can reside under the other fitting half.
 - Gaskets properly packed and positioned in one of the two halves (to protect them during transit)
- *STOPPLE® Tee fittings:
 - Turned upside down, nest bottom half of fitting inside top half.
 - Blind flange kit and plug on top
 - Gaskets properly packed and positioned in one of the two halves (to protect them during transit)

Contact: Nick Furney Title: Contact Phone: (401)525-5581 Mobile: (401)439-5304 Email: nicholas.furney@nationalgrid.com

Product ONLY Notes: PO 3200610072

NATIONAL GRID FREIGHT COLLECT PROCESS- Ship using below National Grid Preferred Carriers

1. Ship FREIGHT COLLECT
2. Mark the Bill of Lading [B/L] #FREIGHT COLLECT# # Include National Grid material PO # & PO # line item on Bill of Lading
3. 3rd Party Billing: List on Bill of Lading to National Grid C/O National Traffic Service at 151 John James Audubon Parkway, Amherst, NY 14228 for audit and payment OR Email: mailroom@natraf.com
4. Small Parcel: Single package up to 75 lbs, Multiple up to 150 lbs: ship via UPS Reference National Grid Account Number 25W-271 Customer Service: 1-800-377-4877

REDACTED

INVOICE



Remit to:
TDW (US), Inc.
Dept. 315
P.O. Box 4458,
HOUSTON, TX - 77210-4458
USA

Main Phone: 918-447-5000

Billing instructions:
Fax Email Invoice

Bill to:
NARRAGANSETT ELECTRIC
Address:
Invoice address:
AcctsPayableAdmini@nationalgrid.com
Or
Narragansett Electric Co
Accounts Payable Department C-1
300 Erie Blvd West,
SYRACUSE, NY - USA
Customer account: C007570
Sold to:: NARRAGANSETT ELECTRIC

Ship to:
NG - USA C/O-Nick Furney
477 Dexter St,
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Delivery term: Free Carrier
TDW Sales Rep: Thomas McElroy

5. Regional LTL: 150 lbs.-7,500 lbs. When origin & destination are BOTH in VT, NH, MA, NY, CT, RI, NJ, & PA: Ship via Teal's Express
Email: nationalgrid@teals.com T: 800-836-0371 F: 315-735-0970
6. National LTL: 150 lbs.-7,500 lbs: Ship via CH Robinson
Email: nationalgrid@chrobinson.com T: 810-314-7004
7. Full Truckload/ Expedited: Over 7,500 lbs, 12ft long.> 7 pallets: ship via CH Robinson
Email: nationalgrid@chrobinson.com T: 810-314-7004
8. International: Ship via CH Robinson
Email: nationalgridintl@chrobinson.com T: 248-948-9430
9. Shipping to Cape Cod or Nantucket, MA: ship via Cape Cod Express T: 800-642-7539

Service ONLY Notes: None
Freight/Shipping ONLY Notes: None
For billing inquiries, please email
accountsreceivable.WesternHem@tdwilliamson.com

PUC 1-7

Request:

Referring to the testimony on Bates page 20 and the reference to the specialty saw, please identify the date this equipment was ordered, provide a copy of the order, and a copy of any invoices relating to the order. Please also provide the revenue requirement that is included in the reconciliation that relates to this item.

Response:

This data request relates to a Kubota 36-inch saw "Kubota saw", which is a diesel powered, liquid cooled, walk behind saw.

Date the equipment was ordered: The Company ordered the Kubota saw on approximately February 13, 2023.

Copy of the order: See Confidential Attachment PUC 1-7-1 for a copy of the vendor quotation dated February 10, 2023. The Company has redacted vendor-specific pricing information to maintain confidential Company pricing, and has submitted an unredacted version to the PUC, subject to Motion for Protective Treatment. The Company confirmed this order with the vendor over the phone.

Copy of invoices relating to the order: Please see Confidential Attachment PUC 1-7-2 for a copy of the invoice for the Kubota saw. The Company has also redacted vendor-specific pricing information to maintain confidential Company pricing, and has submitted an unredacted version to the PUC, subject to Motion for Protective Treatment.

FY 2023 Revenue Requirement included in the reconciliation: The FY 2023 Gas ISR Revenue Requirement included in the reconciliation includes \$2,756 related to the amount placed in- service in FY 2023 for the referenced Kubota saw.

The Company has four saws in operation by its field crews, which are utilized on nearly a daily basis. When the Company first attempted to purchase this Kubota saw earlier in FY 2023 as a replacement for an existing worn-out saw, the supplier notified the Company that this specific saw had a lead time of approximately 8-months; a certain component of the saw comes from Ukraine and there were ongoing supply chain issues. At that point the Company decided not to proceed with the order and began exploring alternative saw options. However, similar saw options had similar lead times. Thus, on February 10, 2023, when the supplier, Pro Tool and Supply, reached out to the Company and indicated that another utility company had cancelled its order for the same saw, and it was available for the Company to purchase, the Company obtained

PUC 1-7, Page 2

the necessary internal approvals and executed a purchase order for the Kubota saw. It is imperative for the crews to have well-functioning, dependable saws when they are out in the field, especially when they are attempting to repair active Grade 1 and 2 leaks. There was an urgency to purchase this Kubota saw when it became available in FY 2023 due to the condition of the existing saw it was replacing and the ongoing supply chain issues that caused limited supply and lengthy lead times. The Company was using the new Kubota saw in the field no more than two days after it was received. As the pictures below show, this is a specialty saw which is not readily available at a retail store.

Picture of Kubota Saw



Picture of Kubota Saw Control Panel



REDACTED

QUOTATION

Pro Tool and Supply Inc

S/C#1773828

10 Amflex Dr
Cranston, RI 02921
401-464-5000

Order Number	
1274283	
Order Date	Page
2/10/2023 09:30:47	1 of 1

Quote Expires On 3/12/2023

Bill To:
NATIONAL GRID
GAS DIVISION ACCT. PAYABLE
300 ERIE BLVD
SYRACUSE, NY 13202-0000

Ship To:
NATIONAL GRID
477 DEXTER ST
PROVIDENCE, RI
US

1-315-460-1620
Attn: ACCOUNTS PAYABLE

Requested By: Mr. Nick Furney

Customer ID: 12457

<i>PO Number</i>	<i>Ship Route</i>	<i>Taker</i>
		RARLING

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>				

Delivery Instructions: ~

1	0	1	EA		DPC6571D-36	EA		
				1.0	71 hp kubota diesel-36" guard		1.0	
					41741			

Total Lines: 1

SUB-TOTAL: [REDACTED]
TAX: 0.00
AMOUNT DUE: [REDACTED]

U.S. Dollars

REDACTED

INVOICE

Pro Tool and Supply Inc

Branch: 000 Waltham
126 CALVARY ST
P O BOX 541586
Waltham, MA 02454

781-899-0790

INVOICE	
5301577	
Invoice Date	Page
2/23/2023 09:32:08	1 of 1
ORDER NUMBER	
1274478	

Bill To:

NATIONAL GRID
GAS DIVISION ACCT. PAYABLE
300 ERIE BLVD
SYRACUSE, NY 13202-0000

Ship To:

NATIONAL GRID
477 DEXTER ST
PROVIDENCE, RI
US

Attn: ACCOUNTS PAYABLE

Ordered By: Mr. Nick Furney

Customer ID: 12457

PO Number	Term Description	Net Due Date	Disc Due Date	Discount Amount		
3200618088	Net 30	3/25/2023	3/25/2023	0.00		
Order Date	Pick Ticket No	Primary Salesrep Name	Taker			
2/14/2023 11:35:42	3331910	MATT PARTICELLI	RARLING			
Quantities				Pricing	Unit	Extended
Ordered	Shipped	UOM	Item ID	UOM	Price	Price
		Unit Size	Item Description	Unit Size		

Delivery Instructions: ~

Carrier:

Tracking #:

Ordered	Shipped	UOM	Item ID	UOM	Price	Extended
		Unit Size <td>Item Description <td>Unit Size</td> <td></td> <td></td> </td>	Item Description <td>Unit Size</td> <td></td> <td></td>	Unit Size		
1	1	EA	DPCC6571D-36	EA		
		1.0	71 hp kubota diesel-36" guard	1.0000		
			41741			

Total Lines: 1

SUB-TOTAL:	
TAX:	0.00
CASH RECEIPTS:	
AMOUNT DUE:	0.00

*** REPRINT ***

PUC 1-8

Request:

Please provide the following:

- a. Schedule 1 – a listing of all the tools within Tools & Equipment category that were the basis for the Company's original spending forecast of \$824,000 which was approved by the Commission. In the schedule, please indicate the original cost estimate for each and the actual spending that occurred.
- b. Schedule 2 – a listing of all the projects within the Tools & Equipment category that were not included in the original spending forecast, but were advanced in FY 2023 and contributed to the overspend in that category. In the schedule, please indicate the actual spending that occurred for each item.

Response:

- a. Please reference PUC 1-5. As stated in that response, the FY2023 budget of \$0.824 million for Tools & Equipment was comprised of \$0.716 million for Tools & Equipment – All (General) and \$0.108 million for Tools & Equipment – Meter Testing. The basis for the annual budget of Tools & Equipment – All (General) and is not built on a predetermined list of Tools & Equipment. The core of the budget is determined using historical spending (increased slightly for inflation) as purchases have typically been a reactionary cycle of replacing aged, worn down, and broken tools and equipment. This was also the case for the Tools & Equipment – Meter Testing budget.
- b. Please note, because the Tools & Equipment – Meter Testing subcategory budget was underspent by \$0.013 million for FY2023, that subcategory is not applicable for this question.

For the Tools & Equipment – All (General) subcategory, because the budget was not based on a specific listing of tools and equipment, there is no specific list of tools or equipment that caused the overspend. The budget overspending began in September 2022 once the Company started to exceed the FY2023 budget of \$0.716 million. Therefore, in PUC 1-5, Attachments PUC 1-5-1 through 1-5-9, the Company provided an collection of vendor invoices, with a value of \$25,000 or more, for the period of late September 2022 through March 2023. These invoices reflect the larger dollar value purchases that the Company made during the portion of FY2023 after which the Tools & Equipment – All (General) budget had been exceeded.