

December 28, 2023

VIA ELECTRONIC MAIL

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

**RE: Docket No. 22-49-EL-The Narragansett Electric Company d/b/a Rhode Island Energy
Advanced Metering Functionality Business Case
Third Supplemental Response to Data Request PUC 7-25**

Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”), attached is the electronic version of Rhode Island Energy’s third supplemental response to PUC 7-25 from the Public Utilities Commission’s Seventh Set of Data Requests in the above-referenced matter.¹

This filing includes a Motion for Protective Treatment of Confidential Information in accordance with Commission Rules of Practice and Procedure 1.3(H)(3) and R.I. Gen. Laws § 38-2-2(4) for Confidential Attachment PUC 7-25 Third Supplemental, which contains confidential and proprietary business information. For the reasons stated in the Motion for Protective Treatment, the Company seeks protection from public disclosure for portions of Confidential Attachment PUC 7-25 Third Supplemental. Accordingly, the Company has provided the Commission with an original and two complete, unredacted copies of the Confidential Attachment PUC 7-25 Third Supplemental in a sealed envelope marked “**Contains Privileged and Confidential Information – Do Not Release,**” and has included a redacted version of the Attachment PUC 7-25 Third Supplemental for the public filing.

¹ Per communication from Commission counsel on October 4, 2021, the Company is submitting an electronic version of this filing followed by hard copies filed with the Clerk within 24 hours of the electronic filing.

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December 28, 2023
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Thank you for your time and attention to this matter. If you have any questions, please contact me at 401-338-2706 or Jennifer Brooks Hutchinson at 401-316-7429.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Adam Ramos", written in a cursive style.

Adam M. Ramos, Esq.

Attachments

cc: Docket No. 22-49-EL Service List

CERTIFICATE OF SERVICE

I certify that a copy of the within documents was forwarded by e-mail to the Service List in the above docket on the 28th day of December, 2023.



Adam M. Ramos, Esq.

The Narragansett Electric Company d/b/a Rhode Island Energy
Docket No. 22-49-EL Advanced Meter Functionality (AMF)
Service list updated 7/24/2023

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STATE OF RHODE ISLAND

RHODE ISLAND PUBLIC UTILITIES COMMISSION

In re: The Narragansett Electric Company)
d/b/a Rhode Island Energy’s Advanced) Docket No. 22-49-EL
Metering Functionality Business Case)
_____)

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

The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”) respectfully requests that the Rhode Island Public Utilities Commission (“PUC”) provide confidential treatment and grant protection from public disclosure to certain confidential, competitively sensitive, and proprietary information submitted in this proceeding, as permitted by Rule 1.3(H)(3) of the PUC Rules of Practice and Procedure, 810-RICR-00-00-1-1.3(H) (“Rule 1.3(H)”), and R.I. Gen. Laws § 38-2-2(4)(B). Specifically, the Company requests confidential treatment of limited portions of Confidential Attachment PUC 7-25 Third Supplemental, which the Company has filed contemporaneously with this motion as part of its third supplemental response to PUC 7-25. The Company also requests that, pending entry of a ruling on this motion, the PUC preliminarily grant the Company’s request for confidential treatment pursuant to Rule 1.3(H)(2).

I. BACKGROUND

On November 17, 2022, Rhode Island Energy submitted its Advanced Metering Functionality Business Case (the “AMF Business Case”) in the above-captioned docket. On June 16, 2023, the PUC issued its seventh set of data requests to the Company, which included data

request PUC 7-25, which imposed an ongoing obligation on the Company to update its response as it executes new agreements with vendors for services or the implementation of capital projects relating to AMF in Rhode Island. Accordingly, on December 28, 2023, the Company submitted its third supplemental response to PUC 7-25 to provide a copy of the Second Amendment to Statement of Work, Contract No. 157776, between PPL Services Corporation and Tata Consultancy Services (“TCS”) dated September 1, 2022 (the “Second Amendment to TCS SOW”), which the Company provided as Confidential Attachment PUC 7-25 Third Supplemental. The Second Amendment to TCS SOW contains confidential and proprietary information (the “Confidential Information”) that is exempt from disclosure under APRA.

A. Information Contained in the Company’s Confidential Attachment PUC 7-25 Third Supplemental

Confidential Attachment PUC 7-25 Third Supplemental contains certain confidential commercial, financial, and proprietary pricing information. It is an amendment to the Implementation Statement of Work (“Implementation SOW”) Agreement with TCS. The Company submitted the original agreement as Confidential Attachment PUC 6-3-4 and submitted the first amendment to the agreement as Confidential Attachment PUC 7-25. The Confidential Information in Confidential Attachment PUC 7-25 Third Supplemental is commercially and competitively sensitive to the vendor because it contains itemized pricing data that is not disclosed with the same level of granularity elsewhere in the Company’s AMF Business Case. If this information were disclosed publicly, the vendor’s competitors would have the vendor’s exact services and product pricing data. Price information is contained in the table of pricing in paragraph (f) of the Second Amendment to TCS SOW (which substitutes a new Section 7 (Pricing) into the original agreement). The Company has reviewed this attachment and redacted only those portions necessary to protect the third-party vendor’s confidential and

proprietary pricing information, consistent with the PUC's prior guidance with respect to confidentiality issues.

II. LEGAL STANDARD

Rule 1.3(H) provides that access to public records shall be granted in accordance with APRA. APRA establishes the balance between "public access to public records" and protection "from disclosure [of] information about particular individuals maintained in the files of public bodies when disclosure would constitute an unwarranted invasion of personal privacy." R.I. Gen. Laws § 38-2-1. Per APRA, "all records maintained or kept on file by any public body" are "public records" to which the public has a right of inspection unless a statutory exception applies. *Id.* § 38-2-3. The definition of "public record" under APRA specifically excludes "trade secrets and commercial or financial information obtained from a person, firm, or corporation that is of a privileged or confidential nature." *Id.* § 38-2-2(4)(B). Under the statute, such records "shall not be deemed public." *Id.*

The Rhode Island Supreme Court has held that when documents fall within a specific APRA exemption, they "are not considered to be public records," and "the act does not apply to them." *Providence Journal Co. v. Kane*, 577 A.2d 661, 663 (R.I. 1990). Further, the court has held that "financial or commercial information" under APRA includes information "whose disclosure would be likely to either (1) impair the Government's ability to obtain necessary information in the future, or (2) cause substantial harm to the competitive position of the person from whom the information was obtained." *Providence Journal Co. v. Convention Ctr. Auth.*, 774 A.2d 40, 47 (R.I. 2001) (internal quotation marks omitted). The first prong of the test is satisfied when information is provided voluntarily to the governmental agency, and that

information is of a kind that would not customarily be released to the public by the person from whom it was obtained. *Id.* at 47.

III. BASIS FOR CONFIDENTIALITY

The Confidential Information contains “trade secrets and commercial or financial information” such that the information does not fall within APRA’s definition of a public record. *See* R.I. Gen. Laws § 38-2-2(4)(B); *Kane*, 577 A.2d at 663.

Confidential Attachment PUC 7-25 Third Supplemental incorporates the vendor’s actual fee structures and unit pricing. The information regarding service fees, cost allocation, and pricing information falls squarely within the APRA exemption. Public disclosure of this line-item detailed information would allow TCS’s competitors to undercut the vendor’s pricing information, which is its main competitive advantage. As the Company has explained, TCS typically does not make this detailed pricing information available publicly, and the Company likewise keeps this information about its vendors confidential. Accordingly, this information is financial information exempt from APRA. To date, this type of information has been maintained as confidential by the PUC in this docket.

Finally, the requested protections are narrow. The Company has prepared a redacted version of Confidential Attachment PUC 7-25 Third Supplemental to be included in the public file that protects from public disclosure only those limited portions of the attachments that contain proprietary and commercial information. All the redacted information in the Company’s redacted version of Confidential Attachment PUC 7-25 Third Supplemental qualifies for APRA’s exemption for “trade secrets and commercial or financial information.” R.I. Gen. Laws § 38-2-2(4)(B).

Therefore, Rhode Island Energy respectfully requests that the PUC: (a) grant protective treatment to the portions of Confidential Attachment PUC 7-25 Third Supplemental that contain Confidential Information (as identified by the redactions), and (b) take the following actions to preserve the confidentiality of that Confidential Information: (1) maintain the confidential version of Confidential Attachment PUC 7-25 Third Supplemental as confidential indefinitely; (2) not place the confidential version of Confidential Attachment PUC 7-25 Third Supplemental on the public docket; and (3) disclose the confidential version of Confidential Attachment PUC 7-25 Third Supplemental only to the PUC, its attorneys, and staff as necessary to review this docket.

IV. CONCLUSION

For the foregoing reasons, Rhode Island Energy respectfully requests that the PUC grant its Motion for Protective Treatment of Confidential Information.

Respectfully submitted,

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

By its attorney,



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Dated: December 28, 2023

CERTIFICATE OF SERVICE

I hereby certify that on December 28, 2023, I sent a copy of the foregoing to the service list by electronic mail.

/s/ Adam M. Ramos

PUC 7-25 Third Supplemental

Data Requests Regarding Supplemental Testimony

Copies of All Agreements

Request:

Please provide copies of all agreements with vendors for services or the implementation of capital projects relating to AMF in Rhode Island. This is an on-going obligation which response should be continuously updated during the course of these proceedings, as the Company or PPL Service Company executes new agreements.

Original Response:

Copies of the current agreements related to AMF have been provided. Confidential Attachment 7-25, is the first amendment to the Tata Consulting Implementation Services agreement. This amendment corrects a clerical error in the totals-only row for TSA Exit and AMF, respectively.

As noted in response to PUC 7-23, in the course of reviewing the Tata Consultancy Services Agreement Statement of Work (Attachment PUC 6-3-4) in connection with preparing these responses, the Company identified certain discrepancies in how the allocations between TSA Exit and AMF were reflected in the agreement. The Company is in the process of working on an additional amendment to correct these discrepancies and will provide this amendment to the Commission on or before July 7, 2023.

PPL and Rhode Island Energy are currently negotiating the following agreements and will provide copies when complete:

- Hardware equipment and network installation services with Landis+Gyr,
- Meter installation services with vendor to be determined,
- Project management office services with vendor to be determined.

Supplemental Response:

As discussed in the Company's response to PUC 7-23-Supplemental, the Company has determined that there was no discrepancy in the allocations between TSA Exit and AMF as reflected in the Tata Consultancy Services Agreement, and no additional amendment is necessary beyond Amendment 1, which corrected the clerical error in the totals-only rows for

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TSA Exit and AMF and was provided as Confidential Attachment 7-25 with the Company's original response.

The Company will continue to supplement this response as and when the additional agreements identified in its original response are executed.

Second Supplemental Response:

Confidential Attachment PUC 7-25 Supplemental is Amendment Number One to the AMF Program and TSA Exit Program Statement of Work made between Landis+Gyr Technology, Inc. and The Narragansett Electric Company d/b/a Rhode Island Energy. The primary purpose of the Amendment was to address schedule changes to TSA Exit work, along with updates to Landis+Gyr key personnel and requirements. There was no change to the total contract cost and no change to cost and cost allocations for TSA Exit and AMF, respectively. Additionally, the amendments have no impact on the overall AMF project timeline. Although Amendment Number One was effective as of May 26, 2023, Mr. Walnock only recently learned of the Amendment, and the Company moved promptly to submit this Second Supplemental Response. The Amendment included the following changes:

- Update to key personnel made. Vendor staffed the project post-signing of the contract and names were added in this Amendment.
- Update of two requirements in Appendix A to AMF Program and TSA Exit Program Statement of Work following the post-signing technical detailed design workshops with the vendor.
 - REQ-04003 of Appendix A - modified wording for pended meter reads in MDMS. The purpose of this change was greater specificity to ensure alignment between Rhode Island Energy/PPL Services and Landis+Gyr.
 - Duplicate requirements deleted in Appendix A – REQ-03042 and 04030. This has no impact on the scope of work and is solely administrative.
- Updated Milestones 4, 5, and 6 for shift in the IT portion of the TSA Exit release plan from October 2023 to May 2024. This has no impact on the AMF project timeline. The Milestone table updates are as follows:
 - The original Milestone 4, AMI HE, moves out four months for completion and becomes Milestone 5. There is no change to the Milestone payment amount.
 - The original Milestones 5 and 6 are combined and become Milestone 6. There is no change to the AMF Milestone payment amount while the TSA Exit Milestone payment amount is reduced by 50%.

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- The remaining 50% of TSA Exit from the original Milestone 5 and 6 combined is to be paid in the new Milestone 4.

Third Supplemental Response:

The Statement of Work, Contract No. 157776, between PPL Services Corporation and Tata Consultancy Services dated September 1, 2022 (the “Agreement”), as amended by the First Amendment made and entered into effective as of June 20, 2023 (previously provided as Confidential Attachment PUC 7-25 in its Original Response to this data request), was further amended by the Second Amendment made and entered into effective as of October 20, 2023 (the “Second Amendment to TCS SOW”). A copy of the Second Amendment to TCS SOW is provided as Confidential Attachment PUC 7-25 Third Supplemental.

The Second Amendment to TCS SOW includes changes to the timing of certain deliverables that arise because the go-live date for certain information technology functions associated with TSA Exit work had to be moved from October 2023 to May 2024. These timing changes result in an associated shift of the completion date of AMF implementation from December 2025 to April 2026.

Additionally, the Second Amendment to TCS SOW includes changes to pricing for work associated with TSA Exit; the pricing for the work associated with and allocated to AMF implementation did not change.

Redacted

(Version 2.0)

**Second Amendment
to
Statement of Work, Contract No. 157776**

This Second Amendment to Statement of Work Contract Number 157776 (the “Second Amendment”) between Tata Consultancy Services (“Service Provider”) and PPL Services Corporation (“Company”) is made and entered into effective as of October 20, 2023. Service Provider and Company may be referred to individually as a “Party,” and collectively as the “Parties.”

Recitals

WHEREAS, Company and Service Provider entered into a Statement of Work (Contract Number 157776) dated September 1, 2022 (“Agreement”); and

WHEREAS, Company and Service Provider entered into a First Amendment on 6/20/2023; and

WHEREAS, the Parties desire to amend the Agreement as more particularly set forth herein.

NOW THEREFORE, in consideration for the promises set forth herein, and intending to be legally bound, the Parties hereby agree as follows:

1. **Terms and Conditions.** Capitalized terms used but not defined herein shall have the respective meanings given such terms in the Agreement. In the event of a conflict between the terms and conditions of the Agreement and this Second Amendment, the terms and conditions of this Second Amendment shall prevail and control. The Second Amendment constitutes the entire agreement and understanding of the Parties with respect to this subject matter and supersedes all oral communication and prior writings with respect thereto. The remaining terms of this Agreement are unchanged and are incorporated into this Second Amendment by reference, as if set forth fully at length herein.
2. **Amendments to the Agreement.** As of the Amendment Effective Date, the Agreement is hereby amended or modified as follows:
 - a. Figure 1 of the Agreement shall be deleted in its entirety and replaced with the following:

Redacted

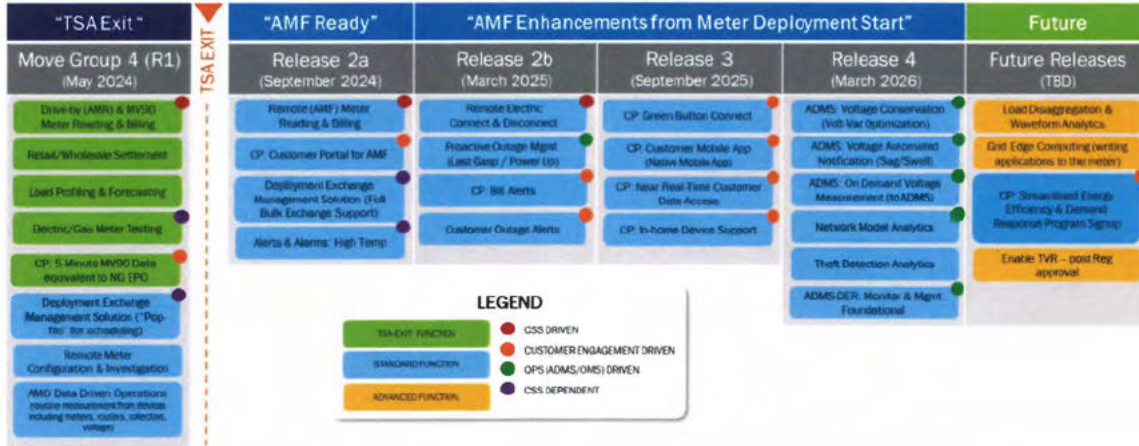


Figure 1: Operational Functionality Enabled by the AMF Program and Timing

- b. The first paragraph of the Services Section of the Agreement shall be deleted in its entirety and replaced with the following:

The Services cover the RI Metering Program Implementation inclusive of the Releases in Figure 1:

- TSA Exit - Move Group 4 (R1), now targeted for May 2024, includes metering applications, transitioning MV90 electric IP meters, and other applications including CSS all being cutover from NG to RIE at the same time.
- AMF Ready – Release 2, targeted for Sept 2024, includes new metering applications, early delivery of AMF meters & AMF comm network devices, and complementary required modifications to other applications.
- AMF Enhancements from Meter Deployment Start includes Releases 3, 4, 5 along with Program Acceptance. Targeted to complete in April 2026 – all occurring in parallel with the physical deployment of AMF meters in the RIE service territory.

All previous dates, schedules, timelines, and durations in the original SOW are superseded by these target dates. These target dates are the primary driver for this “Second Amendment”. Specific activities included are:

(NOTE – All “Specific activities” will remain as written in the Agreement)

Redacted

c. Figure 3 of the Approach & Timeline Section of the Agreement shall be deleted in its entirety and replaced with the following:

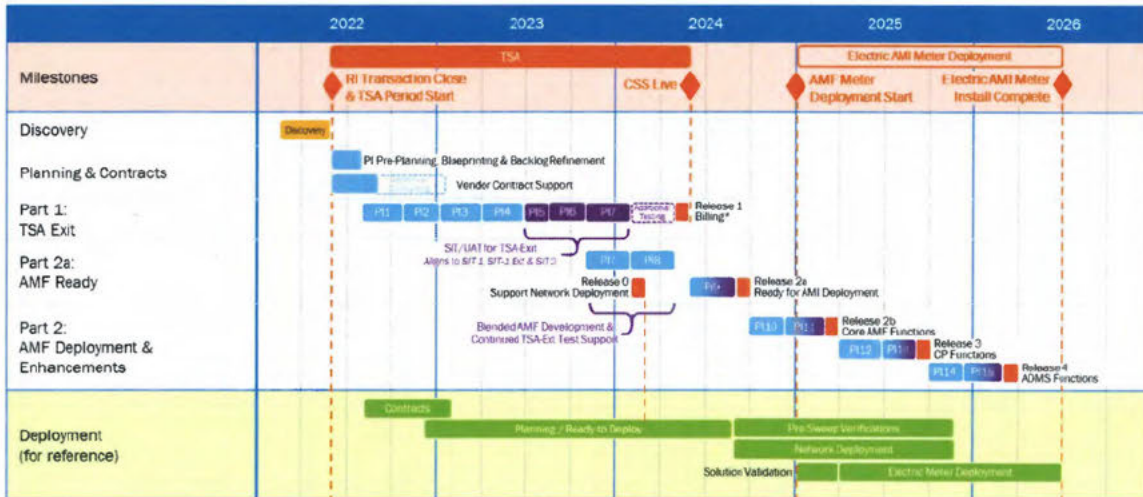


Figure 3: AMF Program Indicative Implementation Plan

d. The Table of Indicative Description of Deliverables/Scope in Section 5 (Key Deliverables) of the Agreement shall be deleted in its entirety and replaced with the following:

Line Item	Indicative Description of Deliverables/Scope	Completion Date
1.	Program Increment 1 (PI1) Acceptance Criteria, Project Mobilization and SOWs for Itron, Hartigen, Landys+Gyr, and Radian complete and ready for Company signature.	September 29, 2022
2.	Program 1 Completion Report and Vendors SOWs <ul style="list-style-type: none"> - Complete a mutually agreed interface Design between MDMS, MV90, and AMR systems - Complete a mutually agreed interface development and delivery plan including detailed design for all data exchanges between a metering application and non-metering systems like CSS, OSI PI, Gas Wholesale Settlement, Customer Portal, ADMS, OMS, etc.) - Completion of FERC and SOX compliance assessment for each software application/system. - Vendor SOWs are ready for signature, including SonicNine and InvisiConnect. 	October 21, 2022
3.	Program Increment 2 (PI2) Acceptance Criteria	November 4, 2022

Redacted

Line Item	Indicative Description of Deliverables/Scope	Completion Date
4.	<p>Program Increment 2 (PI2) Completion Report</p> <ul style="list-style-type: none"> - CSS to MDMS Master Data Synchronization designed and ready to test (full/incremental/daily/weekly/standard DSE/Custom DSE) - FieldNet drive by/walk by/optical probe Infrastructure ready for initial test with Elec/Gas meters - Complete a mutually agreed interface Design for MDMS, Wholesale Settlement System, Load Profiling system, Meter Test systems. - Data conversion design for R1 completed 	January 6, 2023
5.	Program Increment 3 (PI3) Acceptance Criteria	January 20, 2023
6.	<p>Program Increment 3 (PI3) Completion Report</p> <ul style="list-style-type: none"> - Meter Testing and Asset Management system ready to test - High level Integrated R1 "Cutover Plan" documentation including process to move MV90 meters from NG/RI MV90 to PPL/RIE MV90, and agreement with Infrastructure Team, Cellular/Telecom provider and NG - MV90 Comm Infrastructure ready for initial test with MV90 Gas meter (IP/VPN) - MV90 Comm Infrastructure ready for initial test with MV90 Electric meter (IP/VPN, Analog/T1/POTS) - Integrate First WECO electric meter test board at RI Electric Meter Shop with Radian WNP - Integrate First Sonic9 Gas Prover at RI Gas Meter Shop with Radian WNP 	March 31, 2023
7.	Program Increment 4 (PI4) Acceptance Criteria	April 14, 2023
8.	<p>Program Increment 4 (PI4) Completion Report (Readiness for System Integrated Test)</p> <ul style="list-style-type: none"> - First "one route" shadow test of actual LGE KU meter reads via FieldNet drive by. - First "one route" shadow test of actual LGE KU meter reads via FieldNet walk by. - Design, Build and test completed for <ul style="list-style-type: none"> o Standard Billing o Complex Billing for one rate o Unmetered Account Request flow o DSE syncs o AMR/MV90 data loads o Load profile data load in MDMS o WNP -CSS Interfaces (Inventory related) - Implement interfaces, test plans, test data, and test environment for SIT 1 - MV90 Comm Infrastructure ready for initial test with MV90 Electric meter (Analog/POTS meters using SIP TRUNK) 	June 23, 2023
9.	Program Increment 5 (PI5) Acceptance Criteria	July 7, 2023

Redacted

Line Item	Indicative Description of Deliverables/Scope	Completion Date
10.	<p>Program Increment 5 (PI5) Completion Report: SIT1 Execution Complete</p> <ul style="list-style-type: none"> - Standard Billing test – end to end test completion w/o automation (covering each rate class) - Complex Billing test – end to end test completion w/o automation (covering one rate class) - DSE end to end Test completion w/o automation - Test run of Retail Settlement using Load Profiles - AMF HE developed and ready to deploy network devices - First “one route” shadow test of actual RI meter reads via FieldNet drive by. - First “one route” shadow test of actual RI meter reads via FieldNet walk by. - First “one route” shadow test of actual RI meters reads via FieldNet walk by that includes at least one interval data meter read via probe. - Meter Asset –CSS integration test for Asset Inventory data exchange , Install /Removal data exchange, PUC test meters exchange - Detail Integrated R1 “Cutover Plan” for Data, Meter Hardware - Finish a detailed Data Migration Plan showing the sequence of each NG delivery, translation, loading into each RIE application; special runs of interfaces to initialize each RIE application, with buy in and approval from all teams involved. - Create test cases for each application and each interface for proper handling of the fall and spring Daylight Savings transition. - Automic batch jobs and GlobalScape implemented for all integrations for SIT 2. - All LWC integrations have logging identifying any unhandled exceptions. - Any certificates needed for integrations are created and functioning for SIT 2. - First run of Wholesale Settlement for all customers - First Run of Planning Forecasting with all accounts 	August 11, 2023
11.	Program Increment 6 (PI6) Acceptance Criteria	August 25, 2023

Redacted

Line Item	Indicative Description of Deliverables/Scope	Completion Date
12.	<p>Program Increment 6 (PI6) Completion Report: SIT2 Execution Complete</p> <ul style="list-style-type: none"> - Standard Billing test – end to end test completion with automation (AMR and MV90) - Complex Billing test – end to end test completion with automation(AMR and MV90) - AMF HE developed and ready to deploy network devices - Parallel Bill test cycle 1 - DSE end to end test completion with automation - End to end run of Retail Settlement and wholesale settlement - Meter Asset –CSS integration test (with automation) for Asset Inventory data exchange , Install /Removal data exchange, PUC test meters exchange - Utilize the detailed Data Migration Plan from PI 6 in the setup of all metering applications in SIT 2. - Investigate where the Data Migration Plan has Master Data Issues (same data in 2 systems that don't match). i.e using the CSS meter install date for WNP (instead of the MITS and MAXIMO meter install date. Produce a list of these master data issues. - Represent metering in the definition of the Parallel Billing test per the TIO timeline for this activity. - Develop a mutually approved detailed plan (MV90 Electric IP Meter Transition Plan) with NG on daily RIE sends to NG. - EPS application implemented and integrated with WNP for testing in SIT 3 - MDMS successfully produces interval data for monthly customers for use by Retail Settlement processes - First run of Retail Settlement involving at least 5 customers in each Rate Class 	October 6, 2023
13.	Program Increment 7 (PI7) Acceptance Criteria	October 20, 2023
14.	<p>Program Increment 7 (PI7) Completion Report: SIT3 Support Complete</p> <ul style="list-style-type: none"> - Batch 24hour runbook configured - Parallel Billing test cycle 2 and 3 - Utilize the detailed Data Migration Plan from PI 6 in the setup of all metering applications in SIT 3. - Modify the Data Migration Plan to include corrections to the Master Data Issues identified in PI 6. - Develop and test all metering changes to support the Parallel Billing tests. - Implement and test both code and processes per the MV90 Electric IP Meter Transition Plan. - Test fall Daylight Saving transition when it occurs on Nov 5 as part of SIT 3 - Develop a Test Script for each application listing daily health checks for each application to be used during UATs and following R1 cutover. 	January 19, 2024

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Line Item	Indicative Description of Deliverables/Scope	Completion Date
15.	Program Increment 8 (PI8) Acceptance Criteria	February 2, 2024
16.	<p>Program Increment 8 (PI8) Completion Report: UAT1, UAT2, and Parallel Billing Support Complete, Ready for Release 1</p> <ul style="list-style-type: none"> - End to End functional test of CSS-MDMS-FieldNet Integrations for Billing data request and response (Gas and Electric meters) - End to End functional test of CSS-MDMS-MV90 Integrations for Billing data request and response (Gas and Electric meters) - End to End Meter Asset Integration Test (starting from receipt of asset, various stages of use, to retirement of asset. - End to end integration from Radian WNP-Sonic9-EPS for a Gas Meter test execution - End to end integration from Radian WNP for an Electric Meter, CT and PT test execution - End to end functional test of Metrix IDR-MDMS for a Retail Settlement Run - End to end functional test for a Wholesale Settlement Run with Hartigen - Utilize the detailed Data Migration Plan from PI 6 in the setup of applications for UAT 1, UAT 2, and Parallel Billing.. - Develop and test coding changes needed to address the Master Data Issues identified in the PI 7 updated Data Migration Plan. - Run the metering data related activities that are part of the Parallel Billing tests. - Execute the software and processes for the MV90 Electric IP Meter Transition plan. - Test spring Daylight Saving transition when it occurs on Mar 10 as part of SIT 3 	March 29, 2024
17.	Final Mock Conversion Report, Ready for Release 1	March 29, 2024
18.	Release 1 Implementation Summary for "TSA Exit Complete" Release	May 31, 2024
19.	Program Increment 9 (PI9) Acceptance Criteria	May 31, 2024
20.	<p>Program Increment 9 (PI9) Completion Report</p> <ul style="list-style-type: none"> - AMF Infrastructure ready for initial test with AMF Electric meter - Integrate WECO electric meter test board at RI Electric Meter Shop with Radian WNP for AMF Electric meter 	August 2, 2024

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Line Item	Indicative Description of Deliverables/Scope	Completion Date
21.	Final Test Completion Report, Ready for Release 2a <ul style="list-style-type: none"> - End to End functional test of CSS-MDMS-AMF HE Integrations for Billing data request and response (Gas and Electric meters) - End to End Meter Asset Integration Test (starting from receipt of asset, Test and passing the results to CSS) for AMF Electric Meters - Deployment Exchange Management Solution Ready - End to End functional test for remote meter operations, Alarms and Events (through AMOMT) 	August 23, 2024
22.	Release 2a – Implementation Summary for “Ready for AMF Meter Deployment” Release	September 27, 2024
23.	Program Increment 10 (PI10) Acceptance Criteria	October 11, 2024
24.	Program Increment 10 (PI10) Completion Report <ul style="list-style-type: none"> - Design and initial build for functions described under Milestone 14, Release 2b. - Implement hourly monitoring and alerting for comm devices on the AMF meter network. 	December 13, 2024
25.	Program Increment 11 (PI11) Acceptance Criteria	January 10, 2025
26.	Program Increment 11 (PI11) Completion Report, Ready for Release 3 <ul style="list-style-type: none"> - Final build and integrated test for functions as described under Milestone 17, Release 2b. 	February 21, 2025
27.	Final Test Completion Report and Release 2b Implementation Summary for “Core AMF Functionality” Release	March 28, 2025
28.	Program Increment 12 (PI12) Acceptance Criteria	April 11, 2025
29.	Program Increment 12 (PI12) Completion Report <ul style="list-style-type: none"> - Design and initial build for functions described under Milestone 17, Release 3 	June 20, 2025
30.	Program Increment 13 (PI13) Acceptance Criteria	July 11, 2025
31.	Program Increment 13 (PI13) Completion Report, Ready for Release 3 <ul style="list-style-type: none"> - Final build and integrated test for functions as described under Milestone 17, Release 3. 	August 22, 2025
32.	Release 3 Implementation Summary for “Customer Functionality” Release	September 26, 2025
33.	Program Increment 14 (PI14) Acceptance Criteria	October 10, 2025
34.	Program Increment 14 (PI14) Completion Report <ul style="list-style-type: none"> - Design and initial build for functions described under Milestone 20, Release 4 	December 12, 2025
35.	Program Increment 15 (PI15) Acceptance Criteria	January 9, 2026
36.	Program Increment 15 (PI15) Completion Report, Ready for Release 4 <ul style="list-style-type: none"> - Final build and integrated test for functions as described under Milestone 20, Release 4. 	February 20, 2026
37.	Release 4 Implementation Summary for “ADMS/OMS Functionality” Release & Final System Acceptance	March 27, 2026
38.	Program Acceptance Complete – Key Business Milestone	March 27, 2026

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- e. The Table of Milestones in Section 6 (Milestones) of the Agreement shall be deleted in its entirety and replaced with the following:

Milestone	Due Date (or Target Date)
1. Mobilization and Vendor SOWs – Key Business Milestone Due at signature of this SOW and vendor contracts for Itron, Hartigen, Landys+Gyr, and Radian ready for signature.	September 29, 2022
2. Completion of PI1 and Vendor SOWs – Key Business Milestone - Acceptance of Deliverable/Scope items 1 and 2, and vendor contracts for Itron, Hartigen, Landys+Gyr, Radian, InvisiConnect, and SonicNine ready for signature.	October 21, 2022
3. Completion of PI2 - Acceptance of Deliverable 3 and 4	January 6, 2023
4. Completion of PI3 - Acceptance of Deliverable/Scope items 5 and 6	March 31, 2023
5. Completion of PI4, Ready for System Integrated Test - Acceptance of Deliverable/Scope items 7 and 8	June 23, 2023
6. Completion of PI5 and System Integrated Test 1 - Acceptance of Deliverable/Scope items 9 and 10	August 11, 2023
7. Completion of PI6 and System Integrated Test 2 - Acceptance of Deliverable/Scope items 11 and 12	October 6, 2023
8. Completion of PI7 and System Integrated Test 3 Support - Acceptance of Deliverable/Scope items 13 and 14	January 19, 2024
9. Completion of PI8 and UAT1, UAT2, and Parallel Billing Support - Acceptance of Deliverable/Scope items 15, 16, and 17	March 29, 2024
10. Ready for Network Deployment (Release 0) - AMF HE up and ready to communicate with field deployed meter network devices.	Target Date: March 31, 2024
11. Release 1 TSA Exit - Key Business Milestone - All TSA exit functions (i.e. Walk by, Drive by & MV90 Meter reading and Billing, Retail and Wholesale Management, Load Profiling and Forecasting, Electric & Gas Meter Testing) live in Production and working with all Severity 1 and 2 defects resolved per the Requirements Matrix and aligned with the RACI in Table 3 for the 30 consecutive days following Release go-live. - Move Group 4 applications with metering interfaces live in Production. - MV90 Electric IP meters fully transitioned from NG to RIE. - Acceptance of Deliverable/Scope 17 and 18	Target Date: May 20, 2024
12. Completion of PI9 - Acceptance of Deliverables/Scope 19, 20, and 21	August 23, 2024

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Milestone	Due Date (or Target Date)
<p>13. Release 2a Ready to Deploy AMF Meters - Key Business Milestone</p> <ul style="list-style-type: none"> - AMF Electric Meter Reading & Billing, Customer Portal for AMF, Data Driven Operations (Alerts & Alarms for High Temp), - Meter Deployment Management Solution implemented, tested and ready for production use for AMF. - All functionality live in Production and working with all Severity 1 and 2 defects resolved per the Requirements Matrix and aligned with the RACI in Table 3 for the 30 consecutive days following Release go-live. - Acceptance of Deliverable/Scope items 21 and 22 	<p>Target Date: September 27, 2024</p>
<p>14. Completion of PI10</p> <ul style="list-style-type: none"> - Acceptance of Deliverable/Scope items 23 and 24 	<p>December 13, 2024</p>
<p>15. Completion of PI11</p> <ul style="list-style-type: none"> - Acceptance of Deliverable/Scope items 25 and 26 	<p>February 21, 2025</p>
<p>16. Release 2b Deployment - Key Business Milestone</p> <ul style="list-style-type: none"> - Remote Connect Disconnect, Proactive Outage Management (Last Gasp/Power Ups), Bill Alerts, and Customer Outage Alerts - All functionality live in Production and working with all Severity 1 and 2 defects resolved per the Requirements Matrix and aligned with the RACI in Table 3 for the 30 consecutive days following Release go-live. - Acceptance of Deliverable/Scope item 27 	<p>Target Date: March 28, 2025</p>
<p>17. Completion of PI12</p> <ul style="list-style-type: none"> - Acceptance of Deliverable/Scope items 28 and 29 	<p>June 20, 2025</p>
<p>18. Completion of PI13</p> <ul style="list-style-type: none"> - Acceptance of Deliverable/Scope items 30 and 31 	<p>August 22, 2025</p>
<p>19. Release 3 Deployment - Key Business Milestone</p> <ul style="list-style-type: none"> - Green Button Connect, Mobile App, Customer Data Access, IHD Device Support - All functionality live in Production and working with all Severity 1 and 2 defects are resolved per the Requirements Matrix and aligned with the RACI in Table 3 for the 30 consecutive days following Release go-live. - Acceptance of Deliverable/Scope items 31 and 32 	<p>Target Date: September 26, 2025</p>
<p>20. Completion of PI14</p> <ul style="list-style-type: none"> - Acceptance of Deliverable/Scope items 33 and 34 	<p>December 12, 2025</p>
<p>21. Completion of PI15</p> <ul style="list-style-type: none"> - Acceptance of Deliverable/Scope items 35 and 36 	<p>February 20, 2026</p>
<p>22. Release 4 Deployment – Key Business Milestone</p> <ul style="list-style-type: none"> - Data/integration to support ADMS voltage optimization, voltage automatic notifications, On Demand Voltage, other network analysis, and ADMS-DER Monitor and Management. - All functionality live in Production and working with all Severity 1 and 2 defects are resolved per the Requirements Matrix and aligned with the RACI in Table 3 for the 30 consecutive days following Release go-live. - Acceptance of Deliverable/Scope items 36 and 37 	<p>Target Date: March 27, 2026</p>

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Milestone	Due Date (or Target Date)
<p>23. Program Acceptance – Key Business Milestone</p> <ul style="list-style-type: none"> - Transition to Long-term care, - All Releases complete and the relevant systems/interfaces are meeting requirements per the Requirements Matrix, aligned with the RACI in Table 3, and have no Severity 1 or 2 defects for 50 consecutive days following Release go-live. - Acceptance of Deliverable/Scope item 38 	Target Date: April 15, 2026

f. The Table of pricing in Section 7 (Pricing) of the Agreement shall be deleted in its entirety and replaced with the following:

Item	Allocation for TSA-Exit	Allocation for RIE AMF	Price [per unit/[OTHER]]	[Cost Structure]
1. Start of Program Increment 1 (PI1)	██████████	█	██████████	Fixed Fee
2. Completion of PI1	██████████	█	██████████	Fixed Fee
3. Completion of PI2	██████████	█	██████████	Fixed Fee
4. Completion of PI3	██████████	█	██████████	Fixed Fee
5. Completion of PI4, Ready for System Integrated Test	██████████	█	██████████	Fixed Fee
6. Completion of PI5 and System Integrated Test 1	██████████	█	██████████	Fixed Fee
7. Completion of PI6 and System Integrated Test 2	██████████	█	██████████	Fixed Fee
8. Completion of PI7 and System Integration Test 3 Support	██████████	█	██████████	Fixed Fee
9. Completion of PI8 and UAT1, UAT2, and Parallel Billing Support	██████████	█	██████████	Fixed Fee
10. Ready for Network Deployment (Release 0)	█	██████████	██████████	Fixed Fee
11. Release 1 TSA Exit Deployment	██████████	█	██████████	Fixed Fee*
12. Completion of PI9		██████████	██████████	Fixed Fee

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Item	Allocation for TSA-Exit	Allocation for RIE AMF	Price [per unit/[OTHER]]	[Cost Structure]
13. Release 2 – Ready for AMF Meter Deployment	████████	████████	████████	Fixed Fee
14. Completion of PI10		████████	████████	Fixed Fee
15. Completion of PI11		████████	████████	Fixed Fee
16. Release 3 Deployment		████████	████████	Fixed Fee
17. Completion of PI12		████████	████████	Fixed Fee
18. Completion of PI13		████████	████████	Fixed Fee
19. Release 4 Deployment		████████	████████	Fixed Fee
20. Completion of PI14		████████	████████	Fixed Fee
21. Completion of PI15		████████	████████	Fixed Fee
22. Release 5 Deployment		████████	████████	Fixed Fee
23. Program Acceptance, Transition to Long-term care		████████	████████	Fixed Fee
Total:	████████	████████	████████	

* Training and data migration expenses for Release 1 are driven by the production data conversion activities and expected to be ██████████

g. The following shall be added to Section 3 (Service Provider Contract Manager, Key Personnel and Service Provider’s Affiliates) of the Agreement:

1. Service Provider work locations shall be as follows:

#	Work Location
1.	Allentown PA, USA / Edison, NJ, USA / Remote, USA
2.	TCS nearshore Location - Toronto, Ontario, Canada
3.	TCS offshore Location, India

h. Section 4 (Schedule) of the Agreement shall be deleted in its entirety and replaced with the following:

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4. Schedule. The schedule for the Services to be performed by Service Provider under this Statement of Work are as follows:

The schedule for the Services to be performed by Service Provider under this Statement of Work assumes a September 1, 2022, start for Program Increment 1, and has activities through May 31, 2026.

3. Miscellaneous

- a. Entire Agreement. This Second Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supercedes all oral communication and prior writings with respect thereto. The remaining terms of the Agreement are unchanged.
- b. Amendments. No amendment, modification or waiver in respect to this Second Amendment will be effective unless in writing (including a writing evidenced by a facsimile transmission) and executed by each of the parties.
- a. Counterparts and Electronic Signatures. This Second Amendment may be executed in one or more counterparts, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one agreement. Each Party agrees that the electronic signatures of the Parties included in this Second Amendment are intended to and do hereby authenticate this writing and have the same force and effect as manual signatures. An electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record pursuant to the Pennsylvania Uniform Electronic Transactions Act (73 Pa. Stat. Ann. § 2260.101 et seq.), as amended from time to time. Each Party agrees that it will not challenge the enforceability of this Second Amendment on the basis that it was signed electronically and further agrees that the electronic means of signing this Second Amendment is commercially reasonable.
- c. Headings. The heading used in this Second Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.
- d. Governing Law. This Second Amendment will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties, by their respective authorized representatives, have executed this Second Amendment effective as of the date first written above.

Tata Consultancy Services Limited

By: Sabyasachi Chandra

Name: Sabyasachi Chandra

Title: Business Unit Head - Americas

Date: 11/14/2023

PPL Services Corporation

By: 

Name: Stephanie Pryor

Title: Director Indirect Procurement

Date: 11/02/2023