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March 12, 2024

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 Fourth 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 fourth 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 Attachments PUC 7-25-1 Fourth Supplemental through PUC 7-25-12 Fourth Supplemental, which contain 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 Attachments PUC 7-25-1 Fourth Supplemental through PUC 7-25-12 Fourth Supplemental. Accordingly, the Company has provided the Commission with an original and two complete, unredacted copies of the Confidential Attachments PUC 7-25-1 Fourth Supplemental through PUC 7-25-12 Fourth Supplemental in a sealed envelope marked "Contains Privileged and Confidential Information – Do Not Release," and has included redacted versions of Attachments PUC 7-25-12 Fourth Supplemental through PUC 7-25-12 Fourth 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.

Luly E. Massaro, Commission Clerk Docket No. 22-49-EL – AMF Business Case March 12, 2024 Page 2 of 5

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,

the funce

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 12th day of March, 2024.

/ Au Jung

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

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In re: The Narragansett Electric Company d/b/a Rhode Island Energy's Advanced Metering Functionality Business Case

Docket No. 22-49-EL

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

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)(3) ("Rule 1.3(H)"), and R.I. Gen. Laws § 38-2-2(4)(B) ("APRA"). Specifically, the Company requests confidential treatment of certain information contained in Confidential Attachments PUC 7-25-1 Fourth Supplemental through Confidential Attachment PUC 7-25-12 Fourth Supplemental (the "Fourth Supplemental Confidential Attachments"), which the Company has submitted as part of its fourth supplemental response to PUC 7-25 and filed contemporaneously with this motion. 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. Now, the Company is submitting its fourth supplemental response to PUC 7-25, which includes the Confidential Attachments that contain confidential and proprietary information (the "Confidential Information") that is exempt from disclosure under APRA. To the greatest extent possible, the Company has protected confidential interests with limited and targeted redactions, described below.

i. <u>Contracts with Landis+Gyr</u>

Confidential Attachment PUC 7-25-1 Fourth Supplemental is the "L&G Network Deployment and Services Contract" between Landis+Gyr Technology, Inc. ("Landis+Gyr") and Rhode Island Energy, dated January 31, 2024 for the design, equipment and delivery of the AMF network and meters. The redacted information in this document relates to the following categories: payments, service fees, guarantees, and letters of credit, pages 33, 58-59, 69-71, 73, 99, 211-15, 217, 219-20, 223, 229, 233-34; levels of service and terms of the vendor's warranties, pages 89-91, 93, 214-15; limitations of liability and insurance coverage amounts, pages 105, 226-28; design parameters for the RF mesh network and DER performance, pp. 195-96; termination notice periods, deadlines, and termination costs, pp. 100-104; terms relating to the vendor's obligations to provide extra equipment or services in excess of the contract deliverables, p. 216; and information relating to cybersecurity, pages 244-46, 249-50, 252, and 254.¹ The Company has reviewed this attachment and has redacted only those portions necessary to protect Landis+Gyr's confidential and proprietary information, consistent with the PUC's prior guidance with respect to confidentiality issues.

Confidential Attachment PUC 7-25-2 Fourth Supplemental is "Amendment No. 2 to the L&G AMF Program and TSA Exit Program Statement of Work" made between Landis+Gyr and

¹ In this Motion, page numbers refer to the PDF page numbers, and not to the internal page numbers within each document.

Rhode Island Energy, dated February 29, 2024. It is provided because it is the underlying document for the Network Deployment and Services Agreement described in the preceding paragraph. The redacted information in this document pertains to the specific amounts of payment milestones, pages 1-4; specific information about negotiated levels of service and the Company's recourse in the event that such levels are not maintained, pages 10-16, 18-20, 22-23, 25, 27-30; and information about future work contemplated between the parties, which is beyond the scope of this agreement, page 33.

ii. <u>Contracts with Black & Veatch.</u>

Confidential Attachment PUC 7-25-3 is the "BV Master Professional Services Agreement" ("BV MSA") between BV and PPL Services Corporation, dated November 18, 2020. The redacted information in this agreement pertains to insurance coverage amounts, pages 33-34. Confidential Attachment PUC 7-25-4 Fourth Supplemental is "BV Project Management Office Services Agreement," ("PMO Agreement") made between Black & Veatch Management Consulting, LLC ("BV") and PPL Services Corporation, dated February 26, 2024, and is based on the BV MSA. That agreement outlines services, fees to be paid for the services, schedule and related terms and conditions. The redacted information in this agreement pertains to only pricing and payments to BV, located at pages 30-33.

iii. <u>Contracts with Accenture.</u>

Confidential Attachment PUC 7-25-5 Fourth Supplemental through Confidential Attachment PUC 7-25-12 Fourth Supplemental all pertain to the Company's agreements with Accenture LLP ("Accenture").

Confidential Attachment PUC 7-25-5 Fourth Supplemental is the "Accenture Professional Services Agreement" ("Accenture PSA") made between Accenture and PPL Services Corporation, dated November 29, 2016, to retain Accenture to provide certain

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consulting and technology services. The redacted information in the Accenture PSA relates to insurance coverage amounts located on pages 30-31.

Confidential Attachment PUC 7-25-6 Fourth Supplemental is the "Accenture AMF-CSS Implementation Agreement" made between Accenture and PPL Services Corporation, dated August 25, 2023, and contains the Statement of Work to implement CSS-related functionality needed to support the deployment of AMF meters for Rhode Island Energy.² The redacted information in this document pertains to milestone payment amounts on pages 9-10, and hourly rates for Accenture's employees on pages 13-14.

Confidential Attachment PUC 7-25-7 Fourth Supplemental is Amendment No. 1 to the Accenture PSA. The redacted information in that document, again, relates to insurance coverage amounts on pages 7-8, as well as cybersecurity information on pages 9-10, and 15-17.

The only redactions in Confidential Attachment PUC 7-25-8 Fourth Supplemental, Confidential Attachment PUC 7-25-9 Fourth Supplemental, and Confidential Attachment PUC 7-25-10 Fourth Supplemental are the vendor's signatures. The Company has made this redaction at the express request of the vendor based on specific concerns about forgeries. The Company has not redacted the identity of the signatories or, where applicable, their contact information.

Confidential Attachment PUC 7-25-11 Fourth Supplemental is Amendment No. 5 to the Accenture PSA. The redacted information in that document pertains to detailed bank information located on page 2.

Finally, Confidential Attachment PUC 7-25-12 Fourth Supplemental is Amendment No. 6 to the Accenture PSA.³ The redacted information in that document relates to allocation of liability on pages 7 and 14 as well as sensitive cyber security information on pages 12 and 15.

² This document is also identified in the Accenture PSA as Exhibit A.

³ This document is also identified in the Accenture PSA as Exhibit F.

II. LEGAL STANDARD

Rule 1.3(H) provides that access to public records shall be granted in accordance with the Access to Public Records Act ("APRA"), R.I. Gen. Laws § 38-2-1, *et seq.* 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." 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.

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III. BASIS FOR CONFIDENTIALITY

The Confidential Information for which the Company is seeking confidential treatment 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. Specifically, the information regarding service fees, cost allocation, and pricing information falls squarely within the APRA exemption because public disclosure of this detailed information would allow the vendors' competitors to easily undercut their pricing information, which is a significant competitive advantage. These vendors do 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.

Additionally, the Confidential Information includes commercial terms, such as service fees, allocation of liability, and insurance coverage requirements. The vendors and the Company typically do not disclose these kinds of information publicly or share it with other customers. Doing so may affect the vendors' ability to compete in the marketplace, and the Company's ability to secure competitive pricing and terms, because it would reveal to competitors the terms on which the vendor is willing to conduct business. For example, in Confidential Attachment PUC 7-25-1 Fourth Supplemental, the design parameters for the RF mesh network and DER performance are proprietary and confidential to the vendor --- disclosing them publicly will enable competitors to see the vendor's design detail, performance, and thus enable them to unfairly compete with the vendor. Additionally, the redaction of insurance coverage amounts is consistent with the Company's previous redactions in response to other data requests and record requests in this docket, including PUC RR-1.

Finally, the Confidential Information in the Confidential Attachments also include a number of provisions implicating the Company's and the vendor's cybersecurity risks and

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prevention measures, which are sensitive commercial terms. The Company would not typically disclose this information publicly and disclosure of this information may expose the Company, its customers, and/or the vendor to cybersecurity risks by making public their risk-mitigation measures and processes. With respect specifically to the Accenture contracts, the vendor requested that the Company redact the signatures of its personnel, out of concern for privacy and to protect the individuals against potential forgeries. As the Confidential Attachments still include the identity of the signatories and, where applicable, their contact information, these limited redactions do not impinge on the public's access to relevant information, but nonetheless provide protections to the vendor.

In sum, the proposed protections are narrow. The Company seeks to use narrow redactions to protect from public disclosure those limited portions of this attachment that contains proprietary and commercial information. All of the redacted information in the Confidential Attachments PUC 7-25 Fourth Supplemental qualifies for APRA's exemption for "trade secrets and commercial or financial information." R.I. Gen. Laws § 38-2-2(4)(B). Additionally, the redacted information here is similar to the information previously deemed confidential by the PUC in this docket.

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

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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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Jennifer Brooks Hutchinson, Esq. (#6176) The Narragansett Electric Company d/b/a Rhode Island Energy 280 Melrose Street Providence, RI 02907 (401) 784-7288

<u>/s/ Adam M. Ramos</u> Adam M. Ramos (#7591) Christine E. Dieter (#9859) Hinckley, Allen & Snyder LLP 100 Westminster Street, Suite 1500 Providence, RI 02903-2319 Tel: (401) 457-5278 Fax: (401) 277-9600 aramos@hinckleyallen.com cdieter@hinckleyallen.com

Dated: March 12, 2024

CERTIFICATE OF SERVICE

I hereby certify that on March 12, 2024, I sent a copy of the foregoing to the service list by electronic mail.

/s/ Adam M. Ramos_____

PUC 7-25 Fourth 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

PUC 7-25 Fourth Supplemental – page 2

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%.

PUC 7-25 Fourth Supplemental - page 3

• 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.

Fourth Supplemental Response:

The following contracts are attached in original and redacted versions:

- Confidential Attachment PUC 7-25-1 Fourth Supplemental is the "L&G Network Deployment and Services Contract" between Landis+Gyr Technology, Inc. and Rhode Island Energy, dated 1/31/24 for the design, equipment and delivery of the AMF network and meters.
- 2) Confidential Attachment PUC 7-25-2 Fourth Supplemental is "Amendment No. 2 to the L&G AMF Program and TSA Exit Program Statement of Work" made between Landis+Gyr Technology, Inc. and Rhode Island Energy, dated 2/29/24. This Amendment changed the Milestone timing due to the realignment with TSA Exit and AMF Program schedules.

PUC 7-25 Fourth Supplemental - page 4

- 3) Confidential Attachment PUC 7-25-3 Fourth Supplemental is "BV Master Professional Services Agreement" between Black & Veatch Management Consulting, LLC and PPL Services Corporation, dated 11/18/20 to retain Black & Veatch to provide services pursuant to individual releases and authorizations issued from time to time by PPL Services Corporation.
- 4) Confidential Attachment PUC 7-25-4 Fourth Supplemental is "BV Project Management Office Services Agreement," made between Black & Veatch Management Consulting, LLC and PPL Services Corporation, dated 2/26/24, outlining services, fees to be paid for the services, schedule and related terms and conditions. This agreement is governed by the "BV Master Professional Servies Agreement" provided in Confidential Attachment PUC 7-25-3 Fourth Supplemental.
- 5) Confidential Attachment PUC 7-25-5 Fourth Supplemental is "Accenture Professional Services Agreement" made between Accenture LLP and PPL Services Corporation, dated 11/29/16, to retain Accenture to provide certain consulting and technology services.
- 6) Confidential Attachment PUC 7-25-6 Fourth Supplemental is "Accenture AMF-CSS Implementation Agreement" made between Accenture LLP and PPL Services Corporation, dated 08/25/2023, for the Statement of Work to implement CSS-related functionality needed to support the deployment of AMF meters for RIE. This agreement is governed by the "Accenture Professional Services Agreement" provided in Confidential Attachment PUC 7-25-5, as amended by "Accenture Amendment No. 1 to Professional Services Agreement" through "Accenture Amendment No. 6 to Professional Services Agreement", provided as Confidential Attachments PUC 7-25-7 Fourth Supplemental through PUC 7-25-12 Fourth Supplemental.
- 7) Confidential Attachment PUC 7-25-7 Fourth Supplemental is "Accenture Amendment No. 1 to Professional Services Agreement" made between Accenture LLP and PPL Services Corporation, dated 11/29/16, to retain Accenture to provide certain consulting and technology services.
- 8) Confidential Attachment PUC 7-25-8 Fourth Supplemental is "Accenture Amendment No. 2 to Professional Services Agreement," dated 05/13/2020. This Amendment makes changes to Section 7.4 relating to Fees and Expenses; Payment Terms.
- 9) Confidential Attachment PUC 7-25-9 Fourth Supplemental is "Accenture Amendment No. 3 to Professional Services Agreement," dated 9/24/2021. This Amendment made changes to certain defined terms and Section 9.1 relating to Confidential Information.

PUC 7-25 Fourth Supplemental – page 5

- 10) Confidential Attachment PUC 7-25-10 Fourth Supplemental is "Accenture Amendment No. 4 to Professional Services Agreement," dated 12/01/2021. This Amendment made changes to Article VI and extended the term of the Agreement until November 30, 2026.
- 11) Confidential Attachment PUC 7-25-11 Fourth Supplemental is "Accenture Amendment No. 5 to Professional Services Agreement," dated 04/07/2022. This Amendment assigned the Professional Services Agreement to Accenture International Ltd., but did not assign the Statements of Work executed under that agreement prior to April 7, 2022. It also created a Local Affiliate Agreement with Accenture LLP, and made changes to Section 8.1 relating to Intellectual Property Rights; Ownership.
- 12) Confidential Attachment PUC 7-25-12 Fourth Supplemental is "Accenture Amendment No. 6 to Professional Services Agreement," dated 06/23/2023. This Amendment replaced Exhibit E to the Professional Services Agreement relating to NERC CIP Requirements, and Exhibit F, relating to External Information Security Addendum.

The following contracts are currently in progress and will be submitted when finalized:

- Amendment 3 to the Statement of Work between PPL Services Corporation and Tata Consultancy Services dated September 1, 2022 (the "Agreement"), as amended by the First Amendment dated 6/20/23 (submitted as Confidential Attachment PUC 7-25) and the Second Amendment dated 10/20/23 (submitted as Confidential Attachment PUC 7-25 Third Supplemental)
- 2) Additional Statement of Work with Accenture LLP for added software solutioning in CSS for AMF functionality.
- 3) Vendor contract for Meter installation services.
- 4) Vendor contract to provide Customer Portal and Green Button Connect functionality.
- 5) Vendor contract for AMF cyber security and penetration testing services.
- 6) Vendor contract to provide home area network and consumer load disaggregation services.

Below follows a table summarizing all contract attachments submitted in response to this Data Request, titled AMF-Table of Attachments for PUC 7-25.

The Narragansett Electric Company d/b/a Rhode Island Energy RIPUC Docket No. 22-49-EL In Re: Advanced Metering Functionality Business Case and Cost Recovery Proposal Responses to the Commission's Seventh Set of Data Requests Issued June 16, 2023

Attachments PUC 7-25 Fourth Supplemental (filed March 11, 2024)			
Attachment	Date	Document Name	Contains Confidential Information
Confidential Attachment PUC 7-25-1 Fourth Supplemental	01/31/2024	L&G Network Deployment and Services Contract	Yes
Confidential Attachment PUC 7-25-2 Fourth Supplemental	01/30/2023	Amendment No. 2 to the L&G AMF Program and TSA Exit Program Statement of Work	Yes
Confidential Attachment PUC 7-25-3 Fourth Supplemental	11/18/2020	BV Master Professional Services Agreement	Yes
Confidential Attachment PUC 7-25-4 Supplemental	02/28/2024	BV Project Management Office Services Agreement	Yes
Confidential Attachment PUC 7-25-5 Fourth Supplemental	11/30/2016	Accenture Professional Services Agreement	Yes
Confidential Attachment PUC 7-25-6 Fourth Supplemental	08/25/2023	Accenture AMF-CSS Implementation Agreement	Yes
Confidential Attachment PUC 7-25-7 Fourth Supplemental	01/17/2020	Accenture Amendment No. 1 to Professional Services Agreement	Yes
Confidential Attachment PUC 7-25-8 Fourth Supplemental	05/13/2020	Accenture Amendment No. 2 to Professional Services Agreement	Yes
Confidential Attachment PUC 7-25-9 Fourth Supplemental	09/24/2021	Accenture Amendment No. 3 to Professional Services Agreement	Yes
Confidential Attachment PUC 7-25-10 Fourth Supplemental	12/01/2021	Accenture Amendment No. 4 to Professional Services Agreement	Yes
Confidential Attachment PUC 7-25-11 Supplemental	04/07/2022	Accenture Amendment No. 5 to Professional Services Agreement	Yes
Confidential Attachment PUC 7-25-12 Fourth Supplemental	06/23/2023	Accenture Amendment No. 6 to Professional Services Agreement	Yes

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Attachments PUC 7-25 Third Supplemental (filed December 28, 2023)			
Attachment	Date	Document Name	Contains Confidential Information
Confidential Attachment PUC 7-25 Third Supplemental	10/20/2023	TCS Amendment No. 2 to Statement of Work (Contract No. 157776)	Yes

Attachments PUC 7-25 Supplemental (filed August 2, 2023)			
Attachment	Date	Document Name	Contains Confidential Information
Confidential Attachment PUC 7-25 Supplemental	01/30/2023	L&G Amendment No. 1 to AMF Program and TSA Exit Statement of Work	Yes

Attachments PUC 7-25 (filed June 30, 2023)			
Attachment	Date	Document Name	Contains Confidential Information
Confidential Attachment PUC 7-25	06/20/2023	TCS Amendment No. 1 to Statement of Work (Contract No. 157776)	Yes