

to the recalculation of the response date to these Data Requests to be from when intervention was granted on August 21, 2025. The agreed upon new response date would be September 11, 2025.

II. RESOLUTION OF OBJECTIONS

Following discussion with the Company, CLF agrees to withdraw the following Data Requests: CLF 1-3(e)(i)-(iii), CLF 1-3(f)-(g), CLF 1-9, CLF 1-12(g)-(h) CLF 1-14, CLF 1-17, CLF 1-18, and CLF 1-19.

Additionally, the Company has agreed to respond to the best of their ability revised Data Requests CLF 1-3(e), CLF 1-8, CLF 1-11, CLF 1-12 and CLF 1-16, as follows:

REVISED CLF 1-3(e).

Would the Company support the idea of a Commission-approved tariff governing the criteria that third party vendors must meet?

REVISED CLF 1-8.

With respect to the quality of data available through GBC, will the Company be providing customers and authorized third parties with an indicator of the quality of data for each 15-minute interval? As the data goes through the validation, editing and estimation process, is the data being provided through GBC being updated, including a notation so that end recipients are aware of the quality?

REVISED CLF 1-11.

Will GBC export include whether the customer is participating in a billing plan or payment program? The GBC Plan, pages 8-9, does not put this information into either category.

REVISED CLF 1-12. See the Company's HAN filing at 2: "There are no technical standards or charges for local devices or device-makers, as there is no need for a customer to bring their own device."

- a. Please confirm that the Company's proposal is that Sense is the *exclusive* technology provider and that no other vendor will be able to use the Wi-Fi capabilities of advanced meters.
- b. Please provide Sense's terms and conditions to which customers must agree.
- c. Will the terms and conditions in the Sense mobile application be approved by the Commission? Why or why not?
- d. What prevents Sense from unilaterally modifying their terms and conditions on Rhode Island customers at some point in the future?
- e. Please provide technical documentation on the communication protocols and application programming interfaces by which the Sense app receives real-time usage data from the meter over Wi-Fi.

- f. If a customer chooses an application besides Sense for personal use, will they be able to connect that application to the meter to make use of their real-time usage data from the meter over Wi-Fi?

REVISED CLF 1-16.

Has the Company executed or have pending an agreement with Landis+Gyr or other vendor, either as part of the purchase of L+G meters or through subsequent negotiations, that sets and/or limits the rights or obligations of customers or authorized third parties to access any portion of the Grid-Edge Computing Ecosystem that is described in Section C of the Grid-Edge Computing Plan? If so, please describe it and indicate in which agreement it is contained.

CLF and the Company have agreed to a three-week response date to the Revised Data Requests to begin upon the filing of this Response, which is September 17, 2025.

Attachment A to this Response is a clean version of all unobjected-to Data Requests and Revised Data Requests with their relevant response dates.

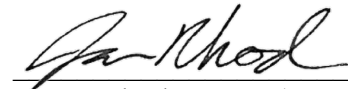
III. Conclusion

It is the understanding of CLF that this Response resolves all objections to CLF's First Set of Data Requests.

Respectfully submittd,

CONSERVATION LAW FOUNDATION

By its attorney,



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Date: August 27, 2025

CERTIFICATE OF SERVICE

I hereby certify that on August 27, 2025 I sent a copy of the foregoing to the service list by electronic mail. Paper copies are available upon request to any party.



ATTACHMENT A

**STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION**

)	
THE NARRAGANSETT ELECTRIC)	
COMPANY D/B/A RHODE ISLAND)	Docket No. 25-19-EL
ENERGY'S PROPOSED GREEN BUTTON)	
CONNECT, HOME AREA NETWORK,)	
AND GRID EDGE COMPUTING PLANS)	
)	

**CONSERVATION LAW FOUNDATION'S UNOBJECTED-TO FIRST SET OF DATA
REQUESTS**

(Issued August 21, 2025)

(Due September 11, 2025)

Green Button Connect

CLF 1-1. See the Company's filing at 3: "The Company is currently not offering GBC to gas customers at this time because the current gas meters do not provide interval meter reads and the upgrade of gas meters was not in scope for the AMF project."

- a. What did the Company do to assess the cost to include natural gas usage in GBC? Please provide specifics.
- b. Please provide an estimated cost and implementation timeframe to include natural gas usage in GBC.
- c. Please provide a reference to the Green Button standard or any other technical documents used by the Company to conclude that GBC requires interval meter reads in order to include electric or gas usage information.
- d. Was the Company aware that the Green Button standard supports gas meter readings of *any* time interval because it is measured in seconds, i.e. 86,400 seconds = 1 day, 2,592,000 seconds = 30 days?

CLF 1-2. See the Company's filing at 4, footnote 2: "Green Button Connect functionality is expected to be complete in January 2026. Customers with AMF meters will be able to use Green Button Connect once this is deployed." Suppose in July 2026 a customer attempts to share their data via GBC. The customer has only had an advanced meter for one month, but the customer has held an active electric account at the same location for several years. Will the Company provide monthly usage readings via GBC for the period *before* an advanced meter was installed on the customer's premises? If not, why not?

CLF 1-3. See the Company's filing at 6: "The Company is creating a set of criteria that the third-party vendors must meet in order to be approved." Additionally, in response to Data Request Division 1-1, RI Energy indicates that it intends to apply criteria to evaluate a third-party vendor's "general fitness" and "technical fitness."

- a. Does the company have a draft or other preliminary set of criteria that it is considering using in evaluating customer-authorized third-party vendors? If so, please provide it.
- b. What is the RI Energy's reason for evaluating "general fitness"? How does the Company propose to do such an evaluation objectively?
- c. For what purpose does RI Energy need to evaluate a customer-authorized vendor's scope of energy usage data requested?
- d. For what purpose does RI Energy need to evaluate a customer-authorized vendor's intended use of the customer's energy usage data?

CLF 1-4. See the Company's filing at 6: "The Company can revoke third-party access at any time if suspicious activity is detected or reported by customers."

- a. Please provide details on what constitutes "suspicious activity."
- b. What elements of due process will the Company commit to in order to ensure that a third-party vendor's access is not revoked in error, e.g. unsubstantiated accusations, human error, computer error, etc.? Please be specific.
- c. Would the Company's unilateral revocation of third-party access affect only the data for the particular customer who made a complaint, or would it result in shutting off third-party access to all customers who had granted their authorization? Please explain.
- d. If the Company revokes access and then reinstates it, will the third party need to seek re-authorization from all of their customers in order to receive data via GBC?
- e. Will the Company provide notice to the Commission or Division when a third-party's access has been revoked?
- f. List all communications the Company will have with customers when a third-party's access is revoked and provide a sample of each communication. For example, please provide the communication that the third party will receive when a third-party's access has been revoked, and the communication that the customer will receive when a third-party's access has been reinstated after a suspension.
- g. Regarding the Company's operation of Green Button Connect, can you confirm that the Company is responsible for sharing customer data only when the account holder has granted their authorization.

CLF 1-5. See the Company's filing at 8-9 regarding specific customer data available via GBC.

- a. ISO-NE requires demand response resources to provide the account number, premise address, a copy of the utility bill from the last six months, and the customer's load zone and demand response aggregation zone (see, e.g., ISO-NE's Customer and Asset Management System (CAMS), available at https://www.iso-ne.com/static-assets/documents/support/user_guides/cams_da_dr_maint_ug.pdf). Why is the Company not proposing to include this information in Green Button Connect?
- b. Has the Company evaluated the costs of including the information in (a) above in GBC? If so, please provide the costs. If not, please explain why not.
- c. Will the usage data (whether monthly or interval) in GBC be billing-quality? If not, please explain why not.
- d. How can multi-site commercial customers make use of GBC if the Company is not providing account numbers or premise addresses? How are third party vendors supposed to know which metered usage applies to which location? Please explain.

CLF 1-6. See the Company's filing at 9: "Customers will have the ability to determine the data timeframe to provide third-party vendors, which is up to 13 months of electric interval data. Thirteen months of interval data represents the historical interval data stored and available in the AMF Customer Portal..."

- a. Did the Company develop a cost estimate for storing 24 or 36 months of electric interval data? If so, please provide it. If not, please explain why not.
- b. Is the interval usage data provided in the AMF Customer Portal identical to the interval usage data provided via GBC? If there are any discrepancies between the two, please explain the frequency and magnitude of the discrepancies.

CLF 1-7. See the Company's filing at 9: "The Company has not identified any other customer specific data beyond these two items that are available but not provided."

- a. What about billing line items?
- b. What about the supplier's name or supply costs?
- c. What about the applicable rate or rate code?
- d. What about the customer's participation in a bill repayment program?

CLF 1-10. Regarding the communication plan:

- a. What is the company's communication plan for customer support requests that are not addressed in pre-written documents?

- b. Will the communication content include a single point of contact for customers and third parties in need of assistance? Who will be the point of contact?
- c. Does the company have a budget to update the communication documents as there are program or technical process changes?

Home Area Network / Wi-Fi

CLF 1-13. See the Company's HAN filing at 6: "Sense's terms of service and data privacy policies, which must be agreed to by the customer at the time of registration, outline that customers own their data, including usage data and disaggregation insights, and it will only be shared with third parties with customer consent."

- a. If a customer wants their real-time usage and/or disaggregation information shared from the Sense Cloud to another provider, does Sense or the Company provide a way to do that? Please provide screenshots, documentation, and a description of the process and requirements for doing so.
- b. If a customer wants their real-time usage and/or disaggregation information shared from the Sense Cloud to another provider, what contractual mechanisms does the Company have to ensure that Sense's functionality, costs or terms applicable to customers and third parties will be fair, reasonable, and subject to review by the Commission?
- c. Will the Company agree that there should be no charges, whether charged by the Company or Sense, to customers or to customer-authorized third parties to receive customer data via the Sense Cloud with customer authorization? Why or why not?

CONSERVATION LAW FOUNDATIONS REVISED FIRST SET OF DATA REQUESTS

(Issued August 27, 2025)

(Due September 17, 2025)

REVISED CLF 1-3.

(e) Would the Company support the idea of a Commission-approved tariff governing the criteria that third party vendors must meet?

REVISED CLF 1-8.

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