

**STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION**

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**THE NARRAGANSETT ELECTRIC  
COMPANY D/B/A RHODE ISLAND  
ENERGY’S PROPOSED GREEN BUTTON  
CONNECT, HOME AREA NETWORK,  
AND GRID EDGE COMPUTING PLANS**

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Docket No. 25-19-EL

**THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE ISLAND  
ENERGY’S MOTION TO OBJECT TO CONSERVATION LAW FOUNDATION’S  
FIRST SET OF DATA REQUESTS  
AND TO RECALCULATE RESPONSE DEADLINE**

Pursuant to Rule 1.19(C)(3) of the Rhode Island Public Utilities Commission (the “Commission”) Rules of Practice and Procedure, 810-RICR-00-00-1.1 *et seq.* (the “Commission Rules”), The Narragansett Electric Company d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”) hereby moves to object to certain of the First Set of Data Requests issued by the Conservation Law Foundation (“CLF”) on August 12, 2025, and requests that the due date to respond to all remaining requests be recalculated to run 21 days from the date CLF was granted intervenor status. Certain of CLF’s data requests – specifically, Data Request Nos. 1-3(e)-(g), 1-8, 1-9, 1-11, 1-12, 1-14, and 1-16 through 1-19 (collectively, the “Objectionable Requests”) – are unreasonable or improper, seek information beyond the scope of this docket, and attempt to revisit issues the Commission already decided in Docket 22-49-EL, Advanced Metering Functionality (“AMF”) Business Case. Further, although CLF served the First Set of Data Requests on August 12, 2025, the Commission did not grant its motion to intervene in this docket – and thereby give CLF party status – until an open meeting held on August 21, 2025. Because CLF served its data requests prematurely, the Company respectfully requests that the deadline for its responses to CLF’s remaining data requests be calculated from August 21, 2025.

Such an extension would establish September 11, 2025, as the deadline for the Company to respond to any unobjected-to requests.

For the reasons stated below, the Company respectfully requests that the Commission grant this motion, sustain the Company's objections, and enter an order directing that the Company's responses to the unobjected-to requests are due September 11, 2025.

**I. RELEVANT FACTS**

This docket arises from, and serves to implement a portion of, the Company's AMF Business Case. The Company filed its AMF Business Case with the Commission on November 18, 2022. Following an approximately ten-month review, on September 27, 2023, the Commission voted at an open meeting to authorize the Company to deploy an AMF-metering system for the electric distribution system subject to several conditions. The Commission issued a written Report and Order on May 20, 2025. *See* Report and Order, No. 25353, *In re Rhode Island Energy Advanced Metering Functionality Business Case and Cost Recovery Proposal*, Dkt. No. 22-49-EL (Pub. Utils. Comm'n May 20, 2025) (hereinafter the "AMF Order").

As part of the AMF Order, the Commission required metrics relating to "Planning and Transparency for Customer-Facing Technologies." *See* AMF Order 21. Specifically, the Commission required that, "[t]he Company's proposals, consistent with Ordering paragraph 16, shall be filed within two months of the start of meter installation and will be considered in a contested case. It will be important to understand the technical issues around data governance and customer access to data." *Id.* at 22. Paragraph 16 of the AMF Order identified specific elements that the Company's Green Button Connect ("GBC"), Home Area Network ("HAN"), and grid-edge computing plans (collectively, the "Plans") must address. *Id.* at 27.

Consistent with the AMF Order, the Company made a compliance filing with the Commission on May 12, 2025, to provide the Plans. The Commission subsequently opened the above-referenced docket to review the Company's proposed Plans.

The Commission established August 8, 2025, as the deadline for any motions to intervene. CLF moved to intervene on August 7, 2025.<sup>1</sup> On August 12, 2025, just five days later and before the deadline to object to CLF's motion, CLF filed its First Set of Data Requests Directed to Rhode Island Energy. CLF's data requests contain 19 questions, most of which have multiple parts. CLF's data requests specified a response date of September 2, 2025.

On August 18, 2025, the Company timely filed an Omnibus Response to the Motions to Intervene. In it, the Company objected to CLF's intervention and asked the Commission to deny CLF's motion to intervene. *See* Omnibus Resp. 8-11. The Company also requested that the Commission clarify and limit the scope and purpose of this docket to that identified by the Commission in the AMF Order. Specifically, the AMF Order identified as the purpose of the current docket "to understand the technical issues around data governance and customer access to data" as set forth in the Plans. AMF Order at 22. As outlined by the Company in its Omnibus Response, the relevant considerations in this docket are (1) whether the Plans provide appropriate safeguards for the privacy and security of customer data and (2) how and when customers will have access to their data and the ability to share it with third parties of their choosing. *See* Omnibus Resp. 3.

On August 21, 2025, the Commission held an open meeting to review the motions to intervene and the Company's Omnibus Response (the "Open Meeting"). At the Open Meeting,

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<sup>1</sup> The George Wiley Center, Mission:data Coalition, and Good Energy, L.P. also moved to intervene. The Rhode Island Office of Energy Resources ("OER") provided notice that it intended to intervene as of right. *See* R.I. Gen. Laws § 39-1-27.9.

the Commission acknowledged the Company's concerns that this docket does not become a "fishing expedition." The Commission allowed the motions to intervene, including that of CLF, but explained the narrow and specific scope of this docket and limited all parties to the scope identified by the Commission. Specifically, the Commission limited the scope of the docket to Ordering paragraph 16 of the AMF Order "and any items directly related to data governance or customer data."

The Company objects to the following data requests: Data Request Nos. 1-3(e)-(g), 1-8, 1-9, 1-11, 1-12, 1-14, and 1-16 through 1-19 (the "Objectionable Data Requests"). The Objectionable Data Requests seek data and information that extend far beyond the narrow scope of this docket as defined by the Commission at the Open Meeting. The Objectionable Data Requests call for information (1) unrelated and irrelevant to the limited scope of this docket; (2) considered at length in the AMF Business Case and reflected in the AMF Order; and (3) not appropriate to obtain through discovery. Specifically, the Company objects to the following requests:

- 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."
- . . .
  - (e) Would the Company support the idea of a Commission-approved tariff governing the criteria that third party vendors must meet?
    - (i) If not, what assurances can the Company provide that it will not impose criteria that are unfair, anti-competitive, coercive, or unduly costly to comply with?
    - (ii) If not, what assurances can the Company provide that it will not alter the criteria repeatedly on a rapid time scale that makes it difficult or impossible for third party vendors to adapt to and meet over time?

- (iii) If not, what assurances can the Company provide that it will treat the Company's affiliates and non-affiliates in the same manner with regard to Green Button Connect?
  - (f) Will the Company agree to treat third party vendors on an equal, non-discriminatory, and impartial basis, regardless of their service offering and whether it could be considered "competitive" with the Company's business? Why or why not?
  - (g) Will the Company agree to treat third party vendors on an equal, non-discriminatory, and impartial basis, regardless of their service offering and whether it could be considered "competitive" with the Company's unregulated affiliates? Why or why not?
- CLF 1-8: Regarding billing-quality data:
  - (a) For customers using an alternative supplier, will the Company provide customer-specific interval data to ISO-NE for settlement?
  - (b) If not, please explain why not, and please explain when and by whom the decision was made.
- CLF 1-9: Regarding continued operation and maintenance of GBC:
  - (a) Has a budget been allocated for continued operation and maintenance of GBC?
  - (b) What is the estimated staff time and other O&M or capital expenses associated with:
    - (i) administering third party registrations,
    - (ii) communicating scheduled and unscheduled outages to registered third parties,
    - (iii) managing the Green Button Alliance testing and certification process,
    - (iv) managing version control issues as improvements are made to GBC over time, and
    - (v) handling support requests and bug reports from registered third parties and customers.
- CLF 1-11: Regarding customer program opportunities:
  - (a) Are there any customer billing plans or programs that, if a customer is enrolled, would disqualify the customer from joining a demand response program? If there are, please list all plans, programs or scenarios that are disqualifying.
- 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. If the Company's answer is anything other than unqualified confirmation, please explain.
  - (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) Will the Company commit to support the connection of other, non-Sense devices to advanced meters over Wi-Fi so that customers can make use of their real-time usage data? Why or why not?
  - (g) Does the Company have any contractual restrictions with Landis+Gyr or with Sense with regard to exclusivity as a Wi-Fi device, i.e. limiting the Company's ability to purchase or use services from other providers? If so, please provide a copy of the contract.
  - (h) Did the Company conduct any research, evaluation, or assessment of the possibility of permitting non-Sense Wi-Fi apps or devices from connecting to its meters? Please provide supporting documentation of the Company's investigation.
- CLF 1-14: Regarding affiliate relationships with Sense:
    - (a) What percentage ownership does PPL Corp, or its affiliates, have in any fund owned or controlled by Energy Impact Partners (see <https://www.energyimpactpartners.com/our-partners/>)?
    - (b) What percentage ownership does PPL Corp, or its affiliates, have in Sense on a fully-diluted basis as a result of its investments through Energy Impact Partners?
    - (c) To the Company's knowledge, what percentage ownership does Landis+Gyr have in Sense on a fully-diluted basis?
    - (d) To the Company's knowledge, was any of Landis+Gyr's ownership interest in Sense obtained not from cash investments but from providing preferential access to grid edge computing resources, friendlier commercial terms, or enhanced support?
    - (e) Does the Company believe that Sense will benefit commercially or financially in terms of improved algorithms for disaggregation or training artificial intelligence models on customer data? Why or why not?
    - (f) How does the Company propose to compensate customers for the value provided to Sense in terms of improved algorithms for disaggregation or training of artificial intelligence models on customer data?

- (g) Did the Company conduct a competitive request for proposals for Wi-Fi applications or disaggregation software before selecting Sense? If not, please explain why.
- CLF 1-16: See the Company's Grid Edge Computing filing at 5: "Any person or entity granted access as a Landis+Gyr App Developer and pays the yearly developer license fee . . ."
- (a) Please provide the fee.
  - (b) Please provide the terms and conditions associated with the developer license.
  - (c) What control, if any, does the Company have over Landis+Gyr's fees or terms or conditions for app developers? If the Company's contract with Landis+Gyr sets the fees or terms, please provide the contract.
  - (d) What safeguards, if any, prevent Landis+Gyr from imposing unique fees for each app developer?
- CLF 1-17: See the Company's Grid Edge Computing filing at 6: "The App Lab review process ensures each application does what it claims to do, does not violate any terms or conditions, and complies with information and cybersecurity requirements."
- (a) Please provide a copy of the information and cybersecurity requirements.
  - (b) What safeguards, if any, prevent Landis+Gyr from imposing one set of information and cybersecurity requirements for some apps, and another set for other apps?
  - (c) If a third party develops a meter-based software application that is competitive with Sense and is measurably and demonstrably superior to Sense, what contractual requirements, if any, require Landis+Gyr to fairly conduct the App Lab review without bias or discrimination?
- CLF 1-18: See the Company's Grid Edge Computing filing at 6: "App Publishers generally will agree to share portion of revenues from purchased applications with Landis+Gyr. The revenue share depends on the application."
- (a) Please provide the fee schedule.
  - (b) What attributes of the application make the revenue share vary?
  - (c) Is the portion of revenues calculated based on the money paid by the Company to purchase an app, or is it calculated from the author's other business dealings outside of Rhode Island?
  - (d) To the Company's knowledge, what fee(s) is Sense paying to Landis+Gyr for the Sense app?
  - (e) What discount(s), if any, do ratepayers receive from Landis+Gyr as a result of Landis+Gyr earning additional revenues from application developers?

- CLF 1-19: See the Company’s Grid Edge Computing filing at 7: “If the Company were to procure applications beyond Sense, it would go through its typical Request for Proposal (‘RFP’) process to obtain competitive bids and select a vendor to ensure the application meets the Company’s and customer needs and fair pricing.”
  - (a) As a result of the “portion of revenues” fee described above, please confirm that, in the procurement scenario described above, a portion of the procurement costs would be paid by the app author to Landis+Gyr.
  - (b) Could the Company’s purchase of new apps be inhibited by Landis+Gyr’s percentage fee applied to app revenues? How does the Company mitigate the risk of exorbitant fees that could be disconnected from actual costs?
  - (c) How would RI Energy determine what is fair pricing for a customer-facing application? What standards would the Company apply in making the determination?

The Company has attached CLF’s First Set of Data Requests as Exhibit A. The Objectionable Data Requests seek information (1) unrelated and irrelevant to the limited scope of this docket; (2) considered at length in the AMF Business Case and reflected in the AMF Order; and (3) not appropriate to obtain through discovery.

Additionally, the Company requests an extension of the deadline by which to respond to any unobjected-to requests. CLF served the First Set of Data Requests prematurely and before the Commission granted CLF intervenor status. Only parties may serve data requests. The Company therefore requests that the time for the Company’s response to the unobjected-to data requests run from the date of the Commission’s decision granting CLF party status (August 21, 2025), and establish September 11, 2025, as the due date of the Company’s responses.

## II. LEGAL STANDARD

“In any proceeding pending before the Commission, the Commission staff *and any party* may request such data, studies, workpapers, reports, and information as are reasonably relevant to the proceeding and are permitted by [the Commission] rules or by statute.” Commission



Rule 1.19(C)(1) (emphasis added). If a party to whom a data request is made considers a request to be “unreasonable” or to seek “material [that] is not relevant or not permitted or required by law,” then the party may file a motion asserting an objection to the data request on those grounds. Commission Rule 1.19(C)(3). The presiding officer must determine the validity of the request “under the standards established for such determinations under Rule 26 of the Superior Court Rules of Procedure.” *Id.* Under Superior Court Rule 26, “[p]arties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action[.]” Super. Ct. R. Civ. P. 26(b)(1). The Commission has ruled that a party need not respond to data requests that are irrelevant to a proceeding. *See In re: A&R Marine Corp., d/b/a Prudence & Bay Islands Transport Initial Rate Filing*, Dkt. No. 4586, Order No. 22814, 2017 WL 2438762, at \*4 n.15 (RIPUC June 2, 2017) (noting that the Chairperson ruled that certain data requests were “irrelevant to the proceeding”).

Under Commission Rule 1.19(E), the presiding officer “may make an order when justice requires” to protect the responding party from “unreasonable annoyance, embarrassment, oppression, burden or expense, or from disclosure of confidential business and financial information.” Commission Rule 1.19(E).

### **III. ARGUMENT**

The Objectionable Data Requests seek information that extends beyond the narrow scope of this docket and attempt to relitigate issues considered at length in the AMF Business Case and ruled on by the Commission in the AMF Order. An analysis of each of the Objectionable Data Requests makes this apparent. Accordingly, the Company requests that the Commission sustain the Company’s objections to the Objectionable Data Requests.

The Company also requests that the Commission recalculate the deadline for the Company to respond to any unobjected-to data requests. CLF served its data requests prematurely and before the Commission granted it party status. The Company therefore requests that the Commission adjust the response deadline to run from August 21, 2025, the date on which the Commission granted CLF party status.

**A. Data Request CLF 1-3(e)-(g)**

The Company objects to parts (e) through (g) of Data Request CLF 1-3 on several grounds. First, part (e) seeks irrelevant information outside the scope of this docket as defined by the Commission. The data request seeks hypothetical information relating to a “Commission-approved tariff governing the criteria that third party vendors must meet.” This falls well outside the specifications for GBC listed in Ordering paragraph 16. It also has no direct relationships to data governance or customer data. *See* Open Meeting. Further, part (e) is entirely speculative and therefore not a proper topic of discovery under Superior Court Rule 26.

Second, with respect to parts (f) and (g) of Data Request CLF 1-3, attempting to commit the Company to certain negotiating positions for future hypothetical contracts is not a proper use of discovery. The Company should not be required to preemptively justify a position it may or may not take for a future situation. These parts seek wholly speculative information that is not relevant to this proceeding.

In any event, however, the Company repeatedly gave the requested assurances throughout the AMF Business Case. *See, e.g.*, AMF Business Case, Hr’g Tr. Day IV at 791-793 (Company witness testifying that, “we’re making commercially reasonable efforts to include terms and its agreement that require open and nondiscriminatory terms for developing and installing those third-party applications on the AMF meter”); *id.* at 878-85, 1028-30 (extensive

discussion between Commission and Company witness regarding the Company's decision to use "commercially reasonable efforts" in negotiating open and non-discriminatory terms); *id.* at 957-58, 1019-23 (Mission:data Coalition witness responding to Commission questions about the Company's decision to use "commercially reasonable efforts" to ensure open and non-discriminatory access). The Company reiterated this position in the Plans filed with the Commission in this docket. *See* Grid-Edge Computing Plans, at p. 6-7 ("The Company is willing to commit that it will use commercially reasonable efforts to include terms in its agreements with its meter vendor that require open and non-discriminatory terms of developing and installing third-party applications on the AMF meters."). Requesting that the Company provide this information again is unreasonable and unduly burdensome.

For these reasons, Data Request CLF 1-3(e)-(g) does not fall within the proper scope of discovery under Superior Court Rule 26.

**B. Data Request CLF 1-8**

This request seeks information relating to "alternative supplier[s]" and the provision of "interval data to ISO-NE for settlement." On its face, this request does not relate to GBC, HAN, or grid-edge computing. It therefore falls outside the scope of this docket as stated at the Open Meeting and is not relevant under Superior Court Rule 26.

Further, the Commission already considered issues relating to competitive suppliers within the AMF Business Case. *See* AMF Business Case, Responses to Data Requests Nos. MDC 1-2, MDC 1-11 (Issued Jan. 30, 2023); AMF Business Case, Response to Data Request OER 1-2 (Issued Mar. 7, 2023); AMF Business Case, Hr'g Tr. Day III, at 738-741 (questions from the Commission regarding "competitive suppliers"). This docket should not provide an opportunity for CLF to revisit issues already investigated and decided by the Commission. For

these reasons, Data Request CLF 1-8 does not fall within the proper scope of discovery under Superior Court Rule 26.

**C. Data Request CLF 1-9**

Data Request CLF 1-9 also falls outside the scope of this docket. This request seeks information regarding the GBC budget and staffing for GBC maintenance. These considerations do not relate to the GBC items identified in Ordering paragraph 16 or and any items directly related to data governance or customer data.” The request therefore is improper under Superior Court Rule 26. Additionally, the Commission approved the Company’s budget as part of the AMF Business Case. CLF should not be permitted to revisit the issue here.

For these reasons, Data Request CLF 1-11 does not fall within the proper scope of discovery under Superior Court Rule 26.

**D. Data Request CLF 1-11**

The Company objects to this request for several reasons. First, it is irrelevant to this docket and therefore does not fall within the proper scope of discovery under Superior Court Rule 26. The request asks about “customer billing plans or programs” and their relation to “demand response program[s].” This has no relevance to GBC, HAN, or grid-edge computing. This request therefore has no relevance to the current docket.

Second, the Commission already considered these issues in the AMF Business Case. In its post-hearing statement in that case, the Mission:data Coalition asked the Commission to require the Company to provide “information to determine eligibility for and participation in bill payment assistance, renewable energy subsidies, demand-side management, *demand response*, load management, and/or energy efficiency programs.” *See* Mission:data Coalition Post Hearing Statement, para. 1(a)(vi) (Aug. 24, 2023) (emphasis added). The Commission declined to

incorporate this request into the AMF Order. *See generally* AMF Order. CLF should not be permitted to resurrect the issue here.

For these reasons, Data Request CLF 1-11 does not fall within the proper scope of discovery under Superior Court Rule 26.

**E. Data Request CLF 1-12**

The Company objects to Data Request CLF 1-12 for several reasons. First, this request exceeds the narrow scope of this docket to delve into the Company's contractual relationship with Landis+Gyr. Not only does this topic go beyond "items directly related to data governance or customer data," but the Commission, parties, and the Company covered it extensively in the AMF Business Case. The scope of this docket does not include revisiting any contracts between the Company and Landis+Gyr.

Second, the purpose of this docket is to evaluate the HAN plan that the Company put before the Commission, which includes employing the Sense application. In fact, the Commission already "approved the advancement of Sense" in the AMF Business Case. AMF Order 12 n.44. This docket should not provide an opportunity for CLF or others to relitigate that decision. Questions about whether other applications or devices should have been considered or are appropriate are purely hypothetical at this stage and irrelevant to this proceeding.

Third, the Company already has made the assurances CLF seeks to obtain in Data Request CLF 1-12. *See, e.g.*, AMF Business Case, Hr'g Tr. Day IV at 791-793 (Company witness testifying that, "we're making commercially reasonable efforts to include terms and its agreement that require open and nondiscriminatory terms for developing and installing those third-party applications on the AMF meter"); *id.* at 878-85, 1028-30 (extensive discussion between Commission and Company witness regarding the Company's decision to use

“commercially reasonable efforts” in negotiating open and non-discriminatory terms); *id.* at 957-58 (Mission:data Coalition witness testifying about the Company’s decision to use “commercially reasonable efforts” to ensure open and non-discriminatory access); *id.* at 1019-23 (Commission questions to Mission:data Coalition witness about whether open and non-discriminatory access can be “taken care of by a contract with the right kind of contract provisions”). The Company reiterated this position in the plans filed with the Commission in this docket. *See* Grid-Edge Computing Plans, at p. 6-7 (“The Company is willing to commit that it will use commercially reasonable efforts to include terms in its agreements with its meter vendor that require open and non-discriminatory terms of developing and installing third-party applications on the AMF meters.”). Requiring the Company to address these topics yet again is unreasonable, unduly burdensome, and beyond the scope of discovery under Superior Court Rule 26.

**F. Data Request CLF 1-14**

The Company objects to Data Request CLF 1-14 as unreasonable, unduly burdensome, and irrelevant to the current docket. First, this request exceeds the narrow scope of this docket. At the Open Meeting, the Commission established the limited scope of this docket as the items listed in Ordering Paragraph 16 of the AMF Order “and any items directly related to data governance or customer data.” Data Request CLF 1-14, however, attempts to delve into “affiliate relationships” with Sense and companies with no relationship to this docket. For example, in asking whether PPL Corporation has an ownership interest in the company Energy Impact Partners, CLF cites to a web page listing 54 “partner” companies of Energy Impact Partners, including not only PPL Corporation, but also companies like Enterprise car rental, Public Storage, Park Hotels & Rentals, and GE Vernova. Simply referencing a website does not establish relevance or provide a basis to ask questions unrelated to the docket’s narrow scope.

Second, the Commission already addressed the issues raised in Data Request CLF 1-14 in the AMF Business Case. The Commission – and other parties including CLF – extensively vetted the Company’s proposal to purchase and install Landis+Gyr meters, including reviewing multiple contracts the Company had entered into with Landis+Gyr to provide the meters and related services. Further, the Commission expressly approved the Company’s advancement of the Sense application. *See* AMF Order 12 n.44 (“The Commission approved advancement of Sense, which was originally listed as one of the future functionalities . . . . Company witness Walnock explained that the grid edge computing (Sense) is already installed on the meters when they are delivered.”). The issues raised by Data Request CLF 1-14 were fully vetted and decided in the AMF Business Case, and it is unreasonable and unduly burdensome for the Company to have to revisit them here.

Accordingly, Data Request CLF 1-14. does not fall within the proper scope of discovery under Superior Court Rule 26.

**G.     Data Request CLF 1-16**

The Company objects to Data Request CLF 1-16 for several reasons. First, the request falls outside the scope of this docket. Ordering paragraph 16 states with respect to grid-edge computing that the Company must “present[ ] a framework or terms and conditions for each issue identified in Mission:data Coalition’s Post-Hearing Statement section 3, parts (a) through (f).” AMF Order 27. The relevant section of Mission:data Coalition’s Post-Hearing Statement requests the following in its entirety:

With respect to Grid Edge Computing, also known as Distributed Intelligence, which includes an App Store on advanced meters, we respectfully request that the Commission order the Company as follows:

- a. The Company, acting by itself or via its vendor(s) in deploying AMF, is prohibited from charging a commission fee on software applications to either ratepayers or software developers.
- b. The Company shall take no action that would limit or otherwise curtail a Customer's ownership rights over the disaggregation insights that are generated by ratepayer-funded technology or software. Such insights shall be equally available to customers and customer-authorized third parties.
- c. No disaggregation software application on advanced meters will be enabled unless (1) the Commission has granted prior authorization, or (2) the customer has granted his or her consent to the Company.
- d. The Company shall provide written notification to the Commission each time the Company shares AMF-generated data, including energy usage or disaggregation insights, with a law enforcement agency.
- e. The Company, acting by itself or via its vendor(s) in deploying AMF, shall provide customer-authorized third parties with access to the App Store and related advanced meter functionality on an open and non-discriminatory basis, allowing customers to choose to at least one software application from a third party to be deployed onto their advanced meter.
- f. The Company is hereby notified that the Commission's oversight and supervision over the Company's App Store is limited to the terms included herein. The Commission's approval of AMF shall not be construed as approval of any App Store policy, procedure, or technology not explicitly addressed herein.

Mission:data Coalition's Post-Hearing Statement, AMF Business Case, 3-4. These issues all relate to the Company's conduct. Data Request CLF 1-16 does not. Rather, the request asks about the conduct and requirements of Landis+Gyr. The request therefore falls outside the scope of this docket.

Second, the information sought is purely speculative. The Company states at the outset of the grid-edge computing plan that the "Company is outlining the framework below as a potential future state. There is currently no established date that the Company anticipates this framework would be put in place." Grid-Edge Computing Plan 2. The Company stated further in response to Data Request PUC 1-1 that, "There are no implementation costs associated with the Grid-Edge Computing Plan as part of the AMF project approved by the Commission; the framework outlined in the filed plan is considered a potential future state subject to future review and



approval by the Commission. Company's Resp. to Commission's First Set of Data Requests No. PUC 1-1 (August 12, 2025). But CLF now wants to ask detailed questions regarding this "potential future state." This is not an appropriate use of discovery under Superior Court Rule 26.

Third, the Commission extensively vetted the Company's proposal to purchase and install Landis+Gyr meters, including reviewing multiple contracts the Company had entered into with Landis+Gyr to provide the meters and related services. The issues raised by Data Request CLF 1-16 relating to the role of Landis+Gyr in application development were vetted and addressed in the AMF Business Case, and it is unreasonable and unduly burdensome for the Company to have to revisit them here.

For these reasons, Data Request CLF 1-16 does not fall within the proper scope of discovery under Superior Court Rule 26.

#### **H. Data Request CLF 1-17**

Data Request CLF 1-17 falls outside the proper scope of discovery under Superior Court Rule 26 for the same reasons as Data Request CLF 1-16. Data Request CLF 1-17 asks the Company to address certain hypothetical scenarios in which Landis+Gyr attempts to adopt different treatment for different sets of applications. This has no connection to the issues raised in Mission:data Coalition's Post-Hearing Brief or data governance or customer data. The request exceeds the scope of this docket.

Data Request CLF 1-17 also seeks entirely speculative information. This is not a proper topic for discovery.

Finally, as noted with respect to Data Request 1-16, the Commission fully vetted Landis+Gyr's role in supplying the meters and its contractual relationship with the Company

during the AMF Business Case. The Commission should not allow CLF to revisit those issues here in this narrow docket.

Accordingly, for these reasons and those outlined above in objection to Data Request CLF 1-16, Data Request CLF 1-17 does not fall within the proper scope of discovery under Superior Court Rule 26.

**I. Data Request CLF 1-18**

Data Request CLF 1-18 seeks information related to revenue sharing for application publication. As with Data Requests CLF 1-16 and 1-17, this request seeks highly specific information about a “potential future state.” The request seeks general information about the application market, not the Company’s grid-edge computing plan. For this reason, Data Request CLF 1-18 seeks information well beyond the scope of this proceeding, not specific or related to the Company, and wholly hypothetical. For these reasons and those outlined above in objection to Data Request CLF 1-16, Data Request CLF 1-18 therefore falls outside the proper scope of discovery under Superior Court Rule 26.

**J. Data Request CLF 1-19**

Data Request CLF 1-19 asks hypothetical questions about what might happen if, in the future, the Company engages in a Request for Proposal process to procure additional applications for the AMF meters. Again, this falls well outside the scope of this docket established by the Commission at the Open Meeting. The request also seeks entirely speculative information that the Company cannot reasonably provide at this time. For all of these reasons and those outlined above in objection to Data Request CLF 1-16, Data Request CLF 1-19 falls outside the proper scope of discovery under Superior Court Rule 26.

**K. The Company Requests that the Commission Adjust the Response Deadline To Run from the Date that the Commission Granted CLF Party Status.**

The Commission's rules provide that a *party* may seek information pursuant to a data request. Commission Rule 1.19(C)(1). Although CLF moved to intervene in this docket on August 7, 2025, the Company timely objected to its intervention. CLF, however, served its data requests before the deadline for objecting to its intervention had passed and before the Commission granted its motion to intervene over the Company's objection. CLF's data requests, therefore, were premature and untimely.

The Company has no obligation to respond to data requests issued by a party. Because CLF became a party to this docket on August 21, 2025, the Company requests that the Commission adjust the deadline for its response to the unobjected-to data requests to September 11, 2025 – 21 days from August 21, 2025.

**IV. CONCLUSION**

For the reasons stated, the Company respectfully requests that the Commission grant this motion, sustain the Company's objections to the Objectionable Requests, and enter an order directing that the Company's responses to the unobjected-to requests are due September 11, 2025.

Date: August 22, 2025

Respectfully submitted,

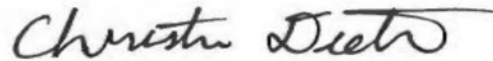
The Narragansett Electric Company d/b/a Rhode  
Island Energy

By its attorney,



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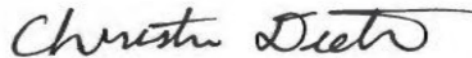


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**CERTIFICATE OF SERVICE**

I hereby certify that on August 22, 2025, I sent a copy of the foregoing to the service list  
by electronic mail.



66500997

# EXHIBIT A

**STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION**

**IN RE: THE NARRAGANSETT ELECTRIC :  
COMPANY D/B/A RHODE ISLAND ENERGY'S :  
PROPOSED GREEN BUTTON CONNECT, : DOCKET NO. 25-27-EL  
HOME AREA NETWORK, AND GRID EDGE :  
COMPUTING :**

**CONSERVATION LAW FOUNDATIONS'S FIRST SET OF DATA REQUESTS  
DIRECTED TO THE NARRAGANSETT ELECTRIC COMPANY D/B/A RHODE  
ISLAND ENERGY  
(Issued August 12, 2025)  
(Due September 2, 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?
- e. Would the Company support the idea of a Commission-approved tariff governing the criteria that third party vendors must meet?
  - i. If not, what assurances can the Company provide that it will not impose criteria that are unfair, anti-competitive, coercive, or unduly costly to comply with?
  - ii. If not, what assurances can the Company provide that it will not alter the criteria repeatedly on a rapid time scale that makes it difficult or impossible for third party vendors to adapt to and meet over time?
  - iii. If not, what assurances can the Company provide that it will treat the Company's affiliates and non-affiliates in the same manner with regard to Green Button Connect?
- f. Will the Company agree to treat third party vendors on an equal, non-discriminatory, and impartial basis, regardless of their service offering and whether it could be considered "competitive" with the Company's business? Why or why not?
- g. Will the Company agree to treat third party vendors on an equal, non-discriminatory, and impartial basis, regardless of their service offering and whether it could be considered "competitive" with the Company's unregulated affiliates? Why or why not?

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](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 1-8. Regarding billing-quality usage data:

- a. For customers using an alternative supplier, will the Company provide customer-specific interval data to ISO-NE for settlement?
- b. If not, please explain why not, and please explain when and by whom the decision was made.

CLF 1-9. Regarding continued operation and maintenance of GBC:

- a. Has a budget been allocated for continued operation and maintenance of GBC?
- b. What is the estimated staff time and other O&M or capital expenses associated with:
  - i. administering third party registrations,
  - ii. communicating scheduled and unscheduled outages to registered third parties,
  - iii. managing the Green Button Alliance testing and certification process,
  - iv. managing version control issues as improvements are made to GBC over time, and
  - v. handling support requests and bug reports from registered third parties and customers.

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?

CLF 1-11. Regarding customer program opportunities:

- a. Are there any customer billing plans or programs that, if a customer is enrolled, would disqualify the customer from joining a demand response program? If there are, please list all plans, programs or scenarios that are disqualifying.

### **Home Area Network / Wi-Fi**

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. If the Company's answer is anything other than unqualified confirmation, please explain.
- 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. Will the Company commit to support the connection of other, non-Sense devices to advanced meters over Wi-Fi so that customers can make use of their real-time usage data? Why or why not?
- g. Does the Company have any contractual restrictions with Landis+Gyr or with Sense with regard to exclusivity as a Wi-Fi device, i.e. limiting the Company's ability to purchase or use services from other providers? If so, please provide a copy of the contract.
- h. Did the Company conduct any research, evaluation, or assessment of the possibility of permitting non-Sense Wi-Fi apps or devices from connecting to its meters? Please provide supporting documentation of the Company's investigation.

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?

CLF 1-14. Regarding affiliate relationships with Sense:

- a. What percentage ownership does PPL Corp, or its affiliates, have in any fund owned or controlled by Energy Impact Partners (see <https://www.energyimpactpartners.com/our-partners/>)?
- b. What percentage ownership does PPL Corp, or its affiliates, have in Sense on a fully-diluted basis as a result of its investments through Energy Impact Partners?
- c. To the Company’s knowledge, what percentage ownership does Landis+Gyr have in Sense on a fully-diluted basis?
- d. To the Company’s knowledge, was any of Landis+Gyr’s ownership interest in Sense obtained not from cash investments but from providing preferential access to grid edge computing resources, friendlier commercial terms, or enhanced support?
- e. Does the Company believe that Sense will benefit commercially or financially in terms of improved algorithms for disaggregation or training artificial intelligence models on customer data? Why or why not?
- f. How does the Company propose to compensate customers for the value provided to Sense in terms of improved algorithms for disaggregation or training of artificial intelligence models on customer data?
- g. Did the Company conduct a competitive request for proposals for Wi-Fi applications or disaggregation software before selecting Sense? If not, please explain why.

**CLF 1-15. Grid Edge Computing**

CLF 1-16. See the Company's Grid Edge Computing filing at 5: "Any person or entity granted access as a Landis+Gyr App Developer and pays the yearly developer license fee..."

- a. Please provide the fee.
- b. Please provide the terms and conditions associated with the developer license.
- c. What control, if any, does the Company have over Landis+Gyr's fees or terms or conditions for app developers? If the Company's contract with Landis+Gyr sets the fees or terms, please provide the contract.
- d. What safeguards, if any, prevent Landis+Gyr from imposing unique fees for each app developer?

CLF 1-17. See the Company's Grid Edge Computing filing at 6: "The App Lab review process ensures each application does what it claims to do, does not violate any terms or conditions, and complies with information and cybersecurity requirements."

- a. Please provide a copy of the information and cybersecurity requirements.
- b. What safeguards, if any, prevent Landis+Gyr from imposing one set of information and cybersecurity requirements for some apps, and another set for other apps?
- c. If a third party develops a meter-based software application that is competitive with Sense and is measurably and demonstrably superior to Sense, what contractual requirements, if any, require Landis+Gyr to fairly conduct the App Lab review without bias or discrimination?

CLF 1-18. See the Company's Grid Edge Computing filing at 6: "App Publishers generally will agree to share a portion of revenues from purchased applications with Landis+Gyr. The revenue share depends on the application."

- a. Please provide the fee schedule.
- b. What attributes of the application make the revenue share vary?
- c. Is the portion of revenues calculated based on the money paid by the Company to purchase an app, or is it calculated from the author's other business dealings outside of Rhode Island?
- d. To the Company's knowledge, what fee(s) is Sense paying to Landis+Gyr for the Sense app?
- e. What discount(s), if any, do ratepayers receive from Landis+Gyr as a result of Landis+Gyr earning additional revenues from application developers?

CLF 1-19. See the Company's Grid Edge Computing filing at 7: "If the Company were to procure applications beyond Sense, it would go through its typical Request for Proposal ("RFP") process to obtain competitive bids and select a vendor to ensure the application meets the Company's and customer needs and fair pricing."

- a. As a result of the "portion of revenues" fee described above, please confirm that, in the procurement scenario described above, a portion of the procurement costs would be paid by the app author to Landis+Gyr.
- b. Could the Company's purchase of new apps be inhibited by Landis+Gyr's percentage fee applied to app revenues? How does the Company mitigate the risk of exorbitant fees that could be disconnected from actual costs?
- c. How would RI Energy determine what is fair pricing for a customer-facing application? What standards would the Company apply in making the determination?