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February 26, 2026

VIA ELECTRONIC MAIL AND HAND DELIVERY

Stephanie De La Rosa, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

RE: Docket No. 25-50-EL – The Narragansett Electric Company d/b/a Rhode Island Energy Net Metering Tariff Advice To Address June 2025 Legislative Changes Rhode Island Energy’s Rebuttal Testimony and Memorandum of Law

Dear Ms. De La Rosa:

On behalf of The Narragansett Electric Company d/b/a Rhode Island Energy (the Company”), enclosed, please find the Company’s Rebuttal Testimony of Erica Russell Salk.

The Company’s is also attaching its Memorandum of Law addressing the Position Memoranda submitted on February 5, 2026 by: (1) Holliston Sand Company (“Holliston”); and (2) Revity Energy LLC (“Revity”), respectively, in the above-referenced docket.

Thank you for your attention to this filing. If you have any questions, please contact me at 401-784-4263.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew S. Marcaccio".

Andrew S. Marcaccio

Enclosures

cc: Docket No. 25-50-EL Service List

**THE NARRAGANSETT ELECTRIC COMPANY
d/b/a RHODE ISLAND ENERGY
RIPUC DOCKET NO. 25-50-EL
IN RE: NET METERING TARIFF ADVICE
TO ADDRESS JUNE 2025 LEGISLATIVE CHANGES
WITNESS: ERICA J. RUSSELL SALK**

PRE-FILED REBUTTAL TESTIMONY

OF

ERICA J. RUSSELL SALK

February 26, 2026

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1 **I. Introduction**

2 **Q. Could you please state your full name and business address?**

3 A. My name is Erica J. Russell Salk, and my business address is 280 Melrose Street,
4 Providence, Rhode Island 02907.

5

6 **Q. By whom are you employed and in what capacity?**

7 A. I am a Senior Manager in Electric Operations for the Narragansett Electric Company
8 d/b/a Rhode Island Energy (“Rhode Island Energy” or the “Company”), an indirect
9 wholly owned subsidiary of PPL Corporation (“PPL”).

10

11 **Q. Have you previously submitted testimony in this proceeding?**

12 A. Yes. I previously submitted Pre-Filed Direct Testimony in this proceeding dated
13 November 7, 2025.

14

15 **II. Purpose of Testimony**

16 **Q. What is the purpose of your rebuttal testimony?**

17 A. The purpose of my rebuttal testimony is to respond to the Pre-Filed Direct Testimony of
18 Carmine Iacuone and Timothy Roughan submitted on February 5, 2026 on behalf of
19 Holliston Sand Company Inc. (“Holliston Sand”) and to respond to the Position
20 Memorandum of Revity Energy LLC (“Revity”) which was filed by counsel for Revity
21 on February 5, 2026.

1 **III. Company Response to Holliston Sand**

2 **Q. Based on your understanding of Holliston Sand’s requested rulings, are those**
3 **requests within the scope of this proceeding?**

4 A. No. Holliston Sand asks the Public Utilities Commission (“PUC” or “Commission”) to
5 exempt certain behind the meter projects from the annual reconciliation process or,
6 alternatively, to replace the volumetric reconciliation with a monetary method. Those
7 issues were fully examined and resolved through Docket No. 23-05-EL.¹ The primary
8 purpose of this proceeding is to implement the 2025 legislative changes affecting the
9 value of excess net metering credits and updating the avoided cost component of the QF
10 Tariff,² which due to the 2025 legislative changes, is no longer defined in the Net
11 Metering Statute.³ The Company is not proposing any changes to the eligible
12 reconciliation pool or to the existing volumetric reconciliation process; the only change is
13 to the billing charge equation to reflect the legislatively updated excess net metering
14 credit values.

15

¹ Docket No. 23-05-EL refers to the docket through which the PUC reviewed and ruled on the Company’s Tariff Advice to Amend the Net Metering Provision dated February 15, 2023. See <https://ripuc.ri.gov/Docket-23-05-EL>. The Written Order, No.25052, may be accessed at: <https://ripuc.ri.gov/sites/g/files/xkgbur841/files/2024-05/2305-RIE-NM-Ord15052%205-10-24.pdf>

² The “QF Tariff” refers to the Qualifying Facility Power Purchase Rate, currently RIPUC No. 2276 and proposed RIPUC No. 2281.

³ The “Net Metering Statute” refers to R.I. Gen. Laws 39-26.4-1 et seq.

1 **Q. Notwithstanding the scope of Holliston Sand’s requested rulings, does the Company**
2 **agree with those requests?**

3 A. No. The rationale underlying the PUC’s order in Docket No. 23-05-EL remains valid
4 today.

5

6 **Q. Does the Company agree with Holliston Sand Witness Roughan’s assertion that the**
7 **decision in Docket No. 23-05-EL to adopt a volumetric annual reconciliation method**
8 **(as opposed to monetary method) was partially due to a lack of participation by**
9 **behind-the-meter large commercial and industrial customers and by an alleged**
10 **focus on virtual net metering and energy-only (as opposed to energy and demand)**
11 **rate classes?**

12 A. No. The volumetric reconciliation method was proposed by the Company because it
13 most closely aligns with the Net Metering Statute.⁴ Behind the meter customers were
14 considered throughout Docket 23-05-EL. For example, the Company’s proposal included
15 all projects, behind the meter and stand-alone, above 25kW as subject to the annual
16 reconciliation process.⁵ Ultimately, after review, Docket 23-05-EL resulted in a narrower
17 pool of exempted projects to those single meter projects below 25kW.⁶ The PUC also
18 directed the Company to treat any net metering credits exceeding 100% of consumption

⁴ Refer to the Company’s response to PUC 1-10 in Docket No. 23-05-EL.

⁵ Refer to the Tariff Advice to Amend the Net Metering Provision – Proposal for Administration of Excess Net Metering Credits and the Joint Pre-Filed Testimony of Erica J. Russell Salk and Stephanie A. Briggs, Page 13 of 19.

⁶ Refer to the PUC Report and Order No. 25052, Page 135.

1 at a single-meter configuration as excess renewable net metering credits.⁷ These
2 distinctions of single-meter facilities from net metering facilities with multiple meters
3 underscores the point that throughout the Docket No. 23-05-EL proceeding, both types of
4 facilities were examined such that the differences between the two were discerned,
5 especially with respect to the application of the volumetric method to ensure a fair
6 approach to all facilities. There is also evidence from that case confirming that behind
7 the meter facilities on rates beyond A-16 and C-06 were considered.⁸

8
9 **Q. Holliston Sand Witness Roughan states that “As part of the report of docket 23-05**
10 **(pages 99-100), there is hypothetical discussion with the Commission and a witness**
11 **where the result is that ‘use’ or ‘consumption’ refers to kWhs. This understanding of**
12 **the term as kWh only appears to have provided the rationale for a volumetric**
13 **(kWh) reconciliation process used by RIE.” Can you please explain the Company’s**
14 **rationale for proposing a volumetric reconciliation process in Docket 23-05-EL?**

15 A. The Company’s rationale for a volumetric (kWh) reconciliation process is based on the
16 Company’s interpretation and understanding of the Net Metering Statute.⁹ The definition
17 of “excess renewable net-metering credit”, in relevant part, “means a credit that applies to
18 an eligible net-metering system or community remote net-metering system for that

⁷ Refer to the PUC Report and Order No. 25052, Page 135.

⁸ Refer to the Company’s response to Record Request 2 Supplemental in Docket No. 23-05-EL This calculation shows BTM > 25kW customers (which includes G-32 customers).

⁹ Refer to the Company’s response to PUC 1-10 in Docket No. 23-05-EL.

1 portion of the production of electrical energy beyond one hundred percent (100%) and no
2 greater than one hundred twenty-five percent (125%) of the renewable self-generator's
3 own consumption at the eligible net-metering system site or the sum of the usage of the
4 eligible credit recipient accounts..." This provides clear language to evaluate and
5 compare energy. A kWh is a unit of energy, whereas a kW is a unit of power. Power is
6 the rate at which energy is generated or consumed. Furthermore, the definition of
7 "eligible net-metering system", in relevant part, "...is reasonably designed and sized to
8 annually produce electricity in an amount that is equal to, or less than, the renewable self-
9 generator's usage at the eligible net-metering system site measured by the three-year (3)
10 average annual consumption of energy over the previous three (3) years at the electric
11 distribution account(s) located at the eligible net-metering system site..." This explains
12 that the system should annually produce electricity; which is a form of energy; that does
13 not exceed usage, where usage is measured as consumption of energy.

14
15 **Q. Do you agree with Holliston Sand Witness Roughan's assertion that "There is no**
16 **specific reference to kW billing in the legislation."**

17 A. Yes. The Company agrees that the Net Metering Statute is clear in its language that the
18 valuation mechanism of the renewable net-metering credit and excess renewable net-
19 metering credit is derived from a comparison of annual energy produced or generated with
20 annual energy consumed or used.

21

1 **Q. Please respond to Holliston Sand Witness Roughan’s assertion that “This lack of**
2 **representation on how kW/kWh rates are calculated and how the net metering tariff**
3 **interacts with these customers was never discussed.”**

4 A. A discussion on how kW/kWh rates are calculated is irrelevant. The rate class is
5 independent of net metering status. The Net Metering Tariff¹⁰ interacts the same way with
6 all customers with respect to the valuation mechanism of net metering credits. Further,
7 the Net Metering Tariff explains that the rates for distribution service for net metering
8 customers shall be the same rate in the absence of net metering. Specifically, Section
9 III(2) of the Net Metering Tariff states “The Last Resort Service and retail delivery rates
10 applicable to any Net Metered Account shall be the same as those that apply to the rate
11 classification that would be applicable to such delivery service account in the absence of
12 Net Metering, including customer and demand charges, and no other charges may be
13 imposed to offset Net Metering Credits.” In addition, the Net Metering Statute does not
14 differentiate the valuation mechanism of net metering credits based on the rate class; the
15 valuation mechanism of credits is established in the same manner for all net-metering
16 customers. As such, charges assessed to customers for costs incurred should not be
17 conflated with the benefits and value provided for energy generated by eligible net-
18 metering resources.

¹⁰ The “Net Metering Tariff” refers to The Net Metering Provision, currently RIPUC No. 2274 and proposed RIPUC No. 2279.

1 **IV. Company's Response to Revity**

2 (1) Definitions

3 **Q. Do any of the definitions in the proposed Net Metering Tariff conflict with the Net**
4 **Metering Statute?**

5 A. No. Each of the definitions in the proposed Net Metering Tariff are consistent with the
6 Net Metering Statute, even in those instances where the definitions are not lifted verbatim
7 from the Net Metering Statute.

8
9 **Q. What is the purpose of including tariff language that is not identical to the statutory**
10 **language?**

11 A. The purpose is to improve clarity and administrative consistency by simplifying statutory
12 concepts for application in the Net Metering Tariff, while remaining consistent with the
13 Net Metering Statute.

14
15 **Q. Revity's Memorandum identifies only two definitions where the tariff language is**
16 **not verbatim to the statute. Does that reflect how definitions are treated throughout**
17 **the Net Metering Tariff?**

18 A. No. There are several instances in the existing and PUC-approved Net Metering Tariff
19 where definitions differ in wording from the Net Metering Statute. Focusing on only a
20 subset of definitions would be inconsistent, as the Net Metering Tariff applies definitions
21 uniformly to promote clarity and consistent administration.

1 (2) Under Construction Documentation

2 **Q. Revity’s Memorandum states that “...the proper interpretation of and application**
3 **of this statutory provision [expiration date for ground-mounted eligible remote net-**
4 **metering systems] will become very important in 2029 and 2030.” Does the**
5 **Company agree with this?**

6 A. Yes, the Company agrees that the proper interpretation and application of this provision
7 in the Net Metering Statute is important, especially if the 275 MWAC cap for ground-
8 mounted eligible remote net-metering systems is not met by July 1, 2030. To that end,
9 the Company is proposing to implement consistent measures to uniformly and objectively
10 apply the Net Metering Statute’s expiration date to all projects.

11
12 **Q. Revity’s Memorandum states that “Revity disagreed that the definition of ‘under**
13 **construction’ should be interpreted and applied with any reference to the**
14 **Company’s interconnection procedure.” Does the Company agree with this?**

15 A. No. It is implicit that, to even be evaluated against the statutory 275 MW cap, the project
16 must have applied for interconnection with the Company. Therefore, the project must be
17 in the interconnection process. The construction of a project is entirely linked with the
18 interconnection process. For example, on the Company side of the interconnection,
19 construction would not begin until after payment is received and the engineering and
20 design is complete. Neither of those would occur unless an Interconnection Service
21 Agreement (“ISA”) is executed. The Company acknowledges that on the customer side of

1 the interconnection, construction may begin earlier than the Company side. The proposed
2 tariff language ensures that the Company can uniformly and objectively assess whether
3 construction has begun, particularly on the customer side of the interconnection.

4
5 **Q. Revity’s Memorandum asserts that “Allowing the Company to delay the ‘under
6 construction’ review and withhold the determination until the permitting of the full
7 project has completely concluded would significantly delay the process and threaten
8 eligibility of such projects for the net metering program.” Does the Company agree
9 that the proposed language would delay the process?**

10 **A.** No. The Company has no intention of delaying the process or withholding a
11 determination. Nothing in the proposed language would prevent the Company from
12 making a timely determination in accordance with the law by the required deadline of
13 July 1, 2030.

14
15 (3) Reporting of the 275MW Queue

16 **Q. Revity’s Memorandum requests that the Net Metering Tariff reflect the compromise
17 struck between Revity and the Company to disclose and report, monthly, the
18 remaining capacity in the 275MW queue. Does the Company have any concern with
19 this?**

1 A. No. The Company has no concerns about continuing to report the agreed-upon
2 parameters associated with the 275MW cap and reflect the agreement in the Net Metering
3 Tariff.

4

5 V. **Conclusion**

6 Q. **Does this conclude your testimony?**

7 A. Yes.

Revy's objections to the proposed revisions to the Company's proposed tariff are as follows: (1) the proposed revisions to Section 4.12 conflict with R.I. Gen. Laws § 39-26.4-2(8); (2) the proposed revisions to Section 4.21 conflict with R.I. Gen. Laws § 39-26.4-2(13); and (3) the proposed revisions to Section 3.3 will threaten net metering eligibility for projects currently in development.² Revy Position Memorandum at 1.

I. LEGAL ANALYSIS

A. Holliston

The legal question posed by Holliston's position memorandum is whether promissory estoppel/detrimental reliance precedent is applicable to changes in state law. However, other than concluding that the benefits from the 2022 Net Metering Statute that they assumed never materialized, resulting in a solar facility for which they have incurred a net cost, Holliston has not articulated any specific relief in its Position Memorandum that it is seeking from the PUC.³ Moreover, any claims regarding the 2022 Net Metering Statute as applied to Holliston should be determined by the PUC to be beyond the scope of this proceeding, which is focused on Tariff revisions to implement the 2025 Net Metering Statute. Should the PUC entertain Holliston's Position Memoranda and decide to rule on the applicability of the 2025 Net Metering Statute on Holliston, precedent from the Rhode Island Supreme Court and the United State Supreme Court supports a conclusion that the 2025 Net Metering Statute applies to Holliston.

The Supreme Court of Rhode Island has stated that "notions of promissory estoppel that are routinely applied in private contractual contexts are ill-suited to public-contract-rights

² The Company addresses Revy's third issue in the Rebuttal Testimony of Erica Russell Salk.

³ Based on Holliston's Motion to Intervene, Holliston is looking to "have the Commission either modify its definition of 'usage' for true behind the meter customers on demand and energy rates to the value of the electric bill in dollars in Docket 25-05-EL for G-2 and G-32 customers or require the Excess Net Metering Credit calculation to reflect the clearly stated definition of avoided cost as they are also a default QF under PURPA as well as an Eligible Net Metering System under RIE's 2268." Holliston Motion to Intervene at 3.

analysis.” See Retired Adjunct Professors of the State of R.I. v. Almond, 690 A.2d 1342 (R.I. 1997). The Court in this case emphasized a pivotal point, which Holliston failed to analyze: “[t]he mere fact that a state enacts laws that benefit the interests of some people does not automatically create contract rights to those benefits.” Id. In this case, while the statute in question clearly benefitted the interests of Holliston, no contract rights to those benefits were created.

To determine if a contractual right is created, one must look to the language of the statute. The Supreme Court of Rhode Island has been clear in outlining that “a statute will be treated as creating a binding contract with its beneficiaries only when the language and the circumstances of the statute's enactment evince a clear legislative intent to create private and enforceable contract rights against the state.” Id. No such language or circumstances are evident in the 2022 Net Metering Statute, upon which Holliston apparently relied upon to make its decision to invest in a solar facility.

Further, the Court went on to specify that “there is a strong presumption against construing a statute to create such contractual obligations, and individuals alleging its creation bear the heavy burden of overcoming this presumption.” Id. Holliston failed to present any evidence alleging the language of the statute could possibly be construed to show a clear legislative intent to create a private and enforceable contract. The Court in this case spoke directly to the central question on which Holliston’s argument hinges - “[m]ere reliance by benefited parties on legislative enactments and their unilateral beliefs concerning what the statute will mean to them in the future, no matter how reasonable they may seem at the time, cannot create a legislative intent to establish enforceable contractual rights that is not otherwise manifest in the words of the legislation.” Id.

The Supreme Court of the United States provides further support for the conclusion that contractual obligations were not created in this case. The Court states that “absent some clear

indication that the legislature intends to bind itself contractually, the presumption is that ‘a law is not intended to create private contractual or vested rights but merely declares a policy to be pursued until the legislature shall ordain otherwise.’” See Nat'l R.R. Passenger Corp. v. Atchison Topeka & Santa Fe Ry. Co., 470 U.S. 451, 105 S. Ct. 1441, 84 L. Ed. 2d 432 (1985), citing Dodge v. Bd. of Educ. of City of Chicago, 302 U.S. 74, 58 S. Ct. 98, 82 L. Ed. 57 (1937). Again, Holliston failed to present any evidence alleging a clear indication that the legislature intended to bind itself contractually.

The Court explains that the principle function of the legislature is not to make contracts, but to make laws which establish the policy of the state, and that to construe laws as contracts would limit the power of the legislative body. See Nat'l R.R. Passenger Corp. v. Atchison Topeka & Santa Fe Ry. Co., 470 U.S. 451, 105 S. Ct. 1441, 84 L. Ed. 2d 432 (1985). Given this precedent, the Company concludes that Holliston’s position is not supported by applicable legal precedent and should be rejected by the PUC.

Holliston cites to seven cases to support the point that the doctrine of detrimental reliance/promissory estoppel is well established in Rhode Island Law: Matunuck Beach Hotel, Inc. v. Sheldon, 121 R.I. 386, 399 A.2d 489 (1979); A. Ferland & Sons, Inc. v. Zoning Bd. of Review of Town of East Providence, 105 R.I. 275, 251 A. 2d 536 (1969); Tantimonaco v. Zoning Bd. of Review of Town of Johnston, 102 R.I. 594, 232 A.2d 385, (1967); Shalvey v. Zoning Bd. of Review of City of Warwick, 99 R.I. 692, 210 A.2d 589 (1965); Matthew M. Cote v. John Aiello 148 A.3d. 537 (R.I. 2016); Alix v. Alix, 497 A.2d 18 (R.I. 1985); and Filippi v. Filippi, 818 A.2d 608 (R.I. 2003). However, a review of these cases reveals that none of the seven applied detrimental reliance/promissory estoppel to changes in a state law. Therefore, none of these cases are applicable to Holliston’s case. Based on the applicable precedent cited by RIE, the PUC should

determine that the 2025 Net Metering Statute, including the credit and compensation provisions, is applicable to Holliston.

B. Revity⁴

The first two legal issues posed by Revity’s position memorandum are based on the question of whether tariff provisions must be replicated verbatim from enabling statutes before the PUC can approve them. Specifically, Revity challenges the legality of the Company’s proposed Tariff language in Sections 4.12 and 4.21, respectively (while stating that they do not object to the Company’s proposed language substantively). Revity Position Memorandum at 4-5. Specifically, regarding the Company’s proposed revisions to Section 4.12, Revity concludes that “the Tariff cannot *change the definition of a term that is already defined by the Rhode Island General Laws*”. Id. at 5 (emphasis added). Regarding the Company’s proposed revisions to Section 4.21, Revity concludes that “[t]he Tariff should not (and cannot) be amended to re-define a term in a manner that *conflicts* with existing state law.” Id. at 5 (emphasis added).

In summary, the PUC has broad supervisory authority over the Company and may approve tariff language that is not replicated verbatim from an enabling statute. The Rhode Island Legislature “vested in the public utilities commission and the division of public utilities and carriers the exclusive power and authority to supervise, regulate, and make orders governing the conduct of companies offering to the public in intrastate commerce energy, communication, and transportation services and water supplies.” R.I. Gen. Laws § 39-1-1. Furthermore, “the

⁴ Revity’s Position Memoranda contains various factual assertions that, at this time, are not supported by a witness in this proceeding. For example, “under no circumstances would a developer financially commit itself to millions of dollars of panels, racking, transformers or wiring if it was not ‘serious’ about bringing a project to fruition” and “[i]t is no secret that the Company’s interconnection process is almost always delayed.” These conclusory opinions are not evidence, and they cannot form any part of the foundation of the factual determinations to be made by the PUC in this docket. *See Newbay Corp. v. Annarummo*, 587 A.2d 63, 66 (R.I. 1991) (noting that public comments of physicians regarding health risks were not evidence upon which an agency may rely in rulemaking); *Rhode Island Consumers Council v. Smith*, 302 A.2d 757, 774-75 (R.I. 1973) (holding that public comment “does not qualify as legal evidence”).

commission shall serve as a quasi-judicial tribunal with jurisdiction, powers, and duties to ... hold investigations and hearings involving the rates, tariffs, tolls, and charges...” R.I. Gen. Laws § 39-1-3. This broad language points to the intent of the legislature to empower the PUC, and only the PUC, to regulate and make orders concerning the tariff language at question.

The Rhode Island courts have consistently found that the intent of the General Assembly was to vest the PUC with exclusive authority to regulate public utilities. Town of E. Greenwich v. O’Neil, 617 A.2d 104, 109–10 (R.I. 1992). “It is apparent from an examination of the enabling act that the Legislature intended to establish a qualified administrative body to evaluate technical evidence, address the myriad of complex problems associated with regulatory proceedings, and render intelligent decisions.” S. Cnty. Gas. Co. v. Burke, 551 A.2d 22, 25 (R.I. 1988). Nowhere in these broad grants of power are there caveats stating that the PUC, which is empowered to evaluate evidence, address complex proceedings, and render decisions, is not empowered to approve language which is not explicitly included in state statute.

Regarding Revity’s first claim, i.e., that the PUC cannot approve Tariff language that changes the definition of a term that is already defined by the Rhode Island General Laws, PUC precedent is clear that Revity is incorrect. The PUC is empowered to approve definitions with language that was not provided in state statute. Indeed, the Tariff currently includes definitions of “Community Remote Net-Metering System,” “Eligible Net Metering System Site,” and “Net Metering Financing Arrangement,” among others, where the language is not replicated verbatim from the Net Metering Statute.

With regard to Revity’s second claim, i.e., that the Tariff should not (and cannot) be amended to re-define a term in a manner that *conflicts* with existing state law, the Company agrees with this conclusion as a legal point. However, Revity does not cite any evidence that the

Company's proposed Tariff revisions to Section 4.12 or Section 4.21 conflict substantively with the 2025 Net Metering Statute. As noted above, the PUC may approve, and has approved, Tariff language that is different than that found in an enabling statute. Absent evidence or a compelling argument that the Company's proposed tariff language conflicts substantively with the 2025 Net Metering Statute, the PUC should approve the Company's proposed Tariff language in Section 4.12 and Section 4.21.

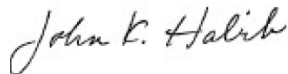
Respectfully submitted,

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

By its attorneys,



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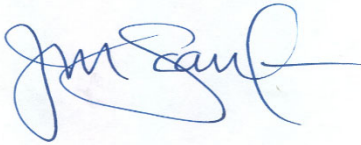
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Dated: February 26, 2026

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate was electronically transmitted to the individuals listed below.

The paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.



Joanne M. Scanlon

February 26, 2026

Date

**Docket No. 25-50-EL Rhode Island Energy – Net Metering Provision, RIPUC No. 2274
Proposal to Incorporate 2025 Legislative Changes
Service List 1/26/2026**

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