STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

IN RE: THE NARRAGANSETT ELECTRIC COMPANY	**:**	
d/b/a RHODE ISLAND ENERGY APPLICATION FOR	**:**	**DOCKET NO. 25-45-GE**
APPROVAL OF A CHANGE IN ELECTRIC AND GAS	**:**	
BASE DISTRIBUTION RATES	**:**	

PREFILED SURREBUTTAL TESTIMONY OF

Diana Moniz

On Behalf of Rhode Island Division of Public Utilities and Carriers

May 26, 2026

Summary of Surrebuttal Testimony

Diana Moniz is the head of the Consumer Department of the Division of Public Utilities & Carriers. She responds to Kristen DeSousa's Rebuttal Testimony and further addresses bill payment issues faced by AMP participants. She also discusses the extent of Use-on-Inactive services.

Q. PLEASE STATE YOUR NAME AND THE NAME AND BUSINESS ADDRESS OF YOUR EMPLOYER.

A. My name is Diana Moniz. I am employed by the RI Division of Public Utilities & Carriers. Our address is 89 Jefferson Blvd., Warwick, R.I. 02888.

Q. HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY IN THIS DOCKET?

A. Yes, I submitted Direct Testimony on April 16, 2026.

Q. WHAT IS THE PURPOSE OF THIS SURREBUTTAL TESTIMONY?

A. I file this Surrebuttal Testimony in response to Kristen DeSousa's Rebuttal Testimony and to address some of Rhode Island Energy's answers to data requests which evidence long-standing collections issues. I respond to Ms. DeSousa's opposition to and dismissal of my prior testimony and accompanying attachment as merely "anecdotal" and not representative of "verifiable data." I also challenge the sufficiency of Ms. DeSousa's claim that my prior testimony consists of overstatements and overgeneralizations which do not merit the Division's enumerated recommended remedial actions. I again address specific issues such as bill payment issues, users without contracts, and the Leave-On-For-Landlord program.

Q. MS. DESOUSA CLAIMS THAT YOUR PRIOR TESTIMONY PLACED DISPROPORTIONATE WEIGHT ON INDIVIDUAL AND ANECDOTAL COMPLAINT NARRATIVES TO DRAW BROAD CONCLUSIONS ABOUT THE ADEQUACY OF THE COMPANY'S BILLING SYSTEM AND CUSTOMER SERVICE OPERATIONS WITHOUT SUFFICIENT OPERATIONAL CONTEXT, ECONOMIC PERSPECTIVE, OR FACTUAL QUALIFICATION. SHE FUTHER ASSERTS THAT THE COMPLAINTS YOU CITED IN YOUR TESTIMONY INVOLVED INCOMPLETE INFORMATION, MISUNDERSTANDINGS,

TIMING ISSUES, OR COMPLEX CIRCUMSTANCES. HOW DO YOU RESPOND?

A. First and foremost, the Company has a duty to provide just and reasonable service to the ratepayers/customers it serves. This duty includes the obligation to investigate and promptly correct issues that arise in customer service. And, when issues arise over and over, and over again, the duty to investigate transforms into a duty to correct and prevent, to the extent possible, the same issues from reoccurring in the future. Vocabulary.com defines "anecdotal" as claims that rely on hearsay or single-person experiences rather than broad, controlled experimentation or data. The attachment to my direct testimony was not hearsay; these were excerpts of actual complaints which were merely representative samples of complaints that we continuously receive on a daily basis, despite Company claims to the contrary. I previously advised that I estimate that 99% of the complaints addressed by the 6 full-time Division consumer department personnel are complaints from RI Energy customers. Since the Division has six FTEs assigned to investigating and adjusting nearly exclusively RI Energy customer complaints, the Company's description of the Division's report as being without sufficient operation context, economic perspective or factual qualification can best be described as tone-deaf. Moreover, while Ms. DeSousa dismisses the representative consumer complaint examples out-of-hand, she completely fails to identify with any specificity how the Division's testimony provides a "misleading picture of both root causes and outcomes."[1]

The Company failed to inquire/investigate through data requests about any of the representative complaints in my attachment. And, while the Company complains that the Division failed to distinguish between assertions and confirmed issues, the Company

[1] DeSousa Rebuttal Test. at 6.

further criticizes the Division for failing to acknowledge how frequently similar issues are handled correctly or resolved without escalation- all without any empirical data provided by the Company on its alleged successes.

Q. MS. DESOUSA FURTHER ASSERTS THAT MANY OF YOUR ATTACHMENT EXAMPLES RELATED TO "HISTORICAL POST-CUTOVER CONDITIONS THAT OCCURRED DURING A PERIOD OF SIGNIFICANT TRANSITION. DO YOU AGREE WITH THIS STATEMENT?

A. No. Not at all. One very serious issue relates to the PUC's order awarding winter billing credits of $24.52 and the negative impact to customers who are on an AMP. In each case, the application of the credit to the customer's account resulted in a lower amount due on their bill. However, in each case, because the customers were on AMP plans that had specified payment amounts, when they paid the amounts shown on the bill with the winter credit applied, they were defaulted from their AMP plans. So, this results in the PUC's winter credits actually ***harming*** the very customers it was intended to assist! If the winter credits cannot be used as a credit towards AMP payments, then this should have been disclosed in writing- to the Commission, the Division, and more importantly, the customers. Referring to page 20-21 of my direct testimony which referenced CPLID #43931 (received by the Division in Feb. 2026), the Company represented wrote: "However, as I have seen on another account, the system is not recognizing the miscellaneous LRS credit towards the AMP payment. So, even though she paid the $125.55, the system counted it as a miss payment for both the December and January bills and defaulted her on 2/18/2025." The CPLID numbers identified on the Attachment to my direct testimony are not the only accounts that were impacted in this manner. We have continued to receive these. In fact, on April 14, 2026, we received CPLID # 61935. The customer stated: "I made my payment for $303.48 on March 31, 2026, the due date. The amount I paid was on their online portal. I looked today, April 2, 2026, and I defaulted because the amount due was supposed to be $328.00. not what the portal stated. Why would I pay a random amount like $303.48? I would have paid the right amount if it showed on their site. I contacted them twice today and was told there is nothing that can be done. I need the program to keep my family afloat. Times are tough. We are on LIHEAP. My wife is disabled on SSI. We can't afford another down payment to start a payment arrangement." I understand that the RIE has requested the Commission to implement bill credits again through a Hold Harmless filing. While I am not involved with that aspect of the Company's filing, any future application of bill credits should ensure that customers are well and truly held harmless! The Company should be required to adjust its computer program so that AMP customers (and others on payment plans) are not actually harmed by financial assistance. This issue is not related to "historical post-cutover conditions that occurred during a period of significant transition", as alleged by Ms. DeSousa. This issue was not reviewed in Docket 25-08-GE, as alleged by Ms. DeSousa.

Q. DO YOU RUN INTO OTHER PROBLEMS WITH THE COMPANY'S ADMINISTRATION OF THE AMP PROGRAM?

A. Yes. Referring to the very first CPLID # (57074) at page 19 of my direct testimony, a very common, recurring problem is the timing of the "posting" of payments. We have received numerous complaints at the Division concerning the "posting" of the payments. Usually, Customers indicate that they made a payment online, but they were told that the payment did not "post" until the following day- rendering the payment late resulting in the customer "defaulting." In Div. 11-21 (c) the Company stated: "the Company credits the customer on the date that the online payment is made if the online payment is made prior to the daily cutoff time in place at the payment processing center, 3:00 PM Eastern. If an online payment is received after the cutoff time, the payment will be posted the next day. Therefore, even when the customer has actually tendered the payment on the due date, the Company's system treats it as late if it is after the specified time." Referring to CPLID # 61480 at page 31 of my direct testimony, the Company consumer specialist states: "I reviewed the AMP history for both accounts which I listed out for you below. A couple of the late payments were initiated ON the due date which does not post the same day which ultimately caused the AMPs to default. The customer needs to be sure that going forward payments are initiated 1-2 days prior to the due date so they post on time."

This issue is a common one that we deal with in my Department. It is confusing, irritating, and hurtful for the customers. I would note that there is not a specific hourly deadline for the due date set forth in the Company's tariff, RIPUC No. 2239. As such, I believe the Company is wrong in establishing an arbitrary hourly deadline, especially before the traditional close of business, on a due date. Moreover, I do not believe that such a deadline is posted on the bill. Adding insult to injury is the fact that once a customer makes an online payment, the customer receives an automatic email thanking them for the payment. And, thereafter, the customer gets removed from the AMP if this is the second occurrence of paying on the due date. Additionally, RIE's computer system then automatically produces a termination letter.

In reviewing the Docket 4770 monthly reports on the numbers of defaults for AMP, this issue is clearly a factor because we get these calls/complaints frequently. Customers who get removed from AMP for this reason will almost always be unable to make a down payment for a different payment plan, leading to more arrearages.

As can be seen from CPLID #61479 on page 19 of my direct testimony, the Company has stated (for an online AMP payment) "looks like the customer did initiate the payment prior to the due date through paymentus. I can make a one-time exception and re-set the AMP program. Please advise the customer to make the payment a few days ahead of time to allow for processing. Also, they would need to take into consideration weekends and holidays that are not business days where transactions are not processed through the banking system." Yet, in its response to DIV. 22-13, the Company states: "Payment does not need to be received 'days in advance of a due date to be considered paid on time.' The payment needs to be received by the due date. The Company is not aware of its Customer Service Representatives inaccurately describing payment deadlines. The Company does advise its Customer Service Representatives to remind customers who send in physical payment via mail that the customer should account for the number of days required for the payment to travel through the mail before it is received by the Company." This issue of timely crediting of payments, especially through the online portal is ongoing and is not related to "historical post-cutover conditions that occurred during a period of significant transition", as alleged by Ms. DeSousa. This issue was not reviewed in Docket 25-08-GE, as alleged by Ms. DeSousa.

Q. MS. DESOUSA CRITICIZES THE DIVISION'S RECOMMENDATION THAT THE IMPLEMENTATION OF THE NEW CIS BE ACCELERATED IN RHODE ISLAND. SHE STATES THAT YOU DID NOT PRESENT "TECHNICAL ANALYSIS, AN ALTERNATIVE IMPLMENTATION PLAN, OR RISK MODELING DEMONSTRATING THAT ACCELERATING THE CIS TIMELINE WOULD REDUCE CONSUMER COMPLAINTS OR IMPROVE BILLING ACCURACY IN THE NEAR TERM." DO YOU HAVE A RESPONSE?

A. Yes. If the new CIS is not going to reduce consumer complaints or improve billing accuracy, then the Company should focus on these issues now. One does not need a "technical analysis" or "risk modeling" to know that the Division's consumer department is overrun with RI Energy complaints.

Q. **MS. DESOUSA OPPOSES THE DIVISION'S RECOMMENDATION TO RECODE THE BILLING SYSTEM TO ALLOW A GRACE PERIOD OF FOUR DAYS TO ALLOW PAYMENTS TO CLEAR WITHOUT TRIGGERING PENALTIES OR THREATS OF TERMINATION CLAIMING THAT THE DIVISION CONFLATES PAYMENT INITIATION WITH PAYMENT POSTING. SHE FURTHER ASSERTS THAT REQUIRING AN ACROSS-THE-BOARD GRACE PERIOD WOULD NOT ADDRESS THE UNDERLYING DRIVERS OF PAYMENT POSTING. HOW DO YOU RESPOND?**

A. Some of the Company's answers to data requests are internally inconsistent and conflict with evidence in the record. For instance, the Company stated in its response to DIV. 22-13 that it was unaware of any of its employees advising customers that they should be making their bill payments before the due date. Yet, my direct testimony showed a specific example at page 31 under CPLID No. 61480. This was an AMP customer who was defaulted. The RIE employee stated to Division staff: "A couple of the late payments were initiated ON the due date which does not post the same day which ultimately caused the AMPs to default. The customer needs to be sure that going forward payments are initiated 1-2 days prior to the due date so they post on time." Had this customer not reached out to the Division for assistance, this customer would have remained defaulted from the AMP and ineligible for a period of two years. This particular CPLID is merely an example. This response from Company employees is not unusual. This is the primary reason that the

Division recommended a “grace” period be implemented on the Company’s computer system that would recognize that a payment has been submitted-even if not yet cleared. The Division does not suggest that such an accommodation be publicized to customers as a “grace period.” Human nature being what it is, publication of a “grace period” might lead customers to delay initial payment and that is not the Division’s goal. We believe that an adjustment to the Company’s computer system that accommodates the pending payment as being timely (assuming the funds clear) would be beneficial to customers and the overall collection process. This issue of timely crediting of payments, especially through the online portal is ongoing and is not related to “historical post-cutover conditions that occurred during a period of significant transition”, as alleged by Ms. DeSousa. This issue was not reviewed in Docket 25-08-GE, as alleged by Ms. DeSousa.

Q. MS. DESOUSA REPRESENTS THAT THE COMPANY HAS IMPLEMENTED PROCESS IMPROVEMENTS, ENHANCED TRACKING, AND ADDITIONAL OVERSIGHT TO REDUCE THE LIKLIHOOD OF MISSED SERVICE ACTIVITY DUE TO DROPPED TICKETS. DO YOU HAVE A RESPONSE?

A. Ms. DeSousa’s testimony described in general terms the actions the Company has apparently recently implemented to address the issue of dropped service tickets. I do not agree with Ms. DeSousa’s characterization of this problem over time as being “isolated.” This has been a persistent problem over time. I will state, however, that we are finally getting less of these complaints now. I hope it is not merely a coincidence and that the process changes Ms. DeSousa describes at pages 28-29 of her Rebuttal testimony are bearing fruit. The Division issued data requests on this topic on Set No 38. The answers to those inquiries are pending at the time of this testimony and may affect the Division’s recommendation that the Company develop a method to ensure that tickets do not get dropped. It baffles me though to know that the Company opposed a requirement that it develop a method to prevent this problem from happening.

Q. IN YOUR DIRECT TESTIMONY YOU EXPRESSED YOUR CONCERNS OVER USE ON INACTIVE. IN HER REBUTTAL TESTIMONY MS. DESOUSA CLAIMS THAT THE COMPANY HAS IMPLEMENTED PROCESSES FOR IDENTIFYING, MANAGING AND RESOLVING USE ON INACTIVE SITUATIONS BUT THAT THESE ACTIONS HAVE NOT BEEN MEANINGFULLY ACKNOWEDGED IN THE DIVISION'S TESTIMONY. WHAT IS YOUR RESPONSE?

A. While my department has known that "use-on-inactive" has been a problem for many years, including the National Grid years, it has only become apparent in this proceeding just how systemically ingrained and accepted it is by the Company. On January 22, 2025, the Division was notified for the first time that the Company "paused" its disconnect orders of use-on-inactive services. The Company represented that in the fall of 2024, RIE had approximately 2000 users without contracts which fell about 50% after notices were sent to prompt the users to complete the application process. However, the Company indicated that while some of the accounts were getting resolved, others were materializing. The Company stated that it planned to send letters out on February 3, 2025 to begin the process to terminate service to users without contracts who have failed to provide the appropriate documentation to establish an account. At that time, the Company represented that there were approximately 1,500 of these non-accounts.

However, the Company's answers to the Division's data requests reveal an entirely different story than represented by the Company in January of 2025. In its answer to DIV. 11-7, the Company reported that there were a total of 9,015 electric services (4,842 residential, 4,156 commercial and 17 industrial) and 11,092 gas services (8,587 residential, 2,489 small C&I, and 16 large and extra-large) that "have been identified as potential Use-on-Inactive for further investigation." However, the Company later amended its answer to report that the total number of electric services that were possible use on inactive was 13,201. So, between electric and gas, the Company reported 24,293 services without account holders.

In DIV. 11-23, we inquired as to the number of months each service has been without an account owner of record. The response was wide and varied- ranging from 1 month to more than 25 years. Fortunately, not all the services showed accumulated unpaid usage. The Company has indicated that some of these may be on abandoned structures or simply vacant, or just that a property owner has not requested activation of service. This led the Division to inquire as to the number of services that had unpaid use recorded. In its answer to DIV. 22-8, the Company, in a highly "qualified" answer, provided two charts which listed the unbilled use by service. This answer did not total the amounts, but in the Company's answer to DIV. 33-1, the Company confirmed that the amount of unbilled usage for the listing of electric accounts was $6,021,213 and total amount of unbilled and revenue for gas was $4,252,249. In its answer to DIV. 22-7, the Company revealed that these amounts are "reconciled" in reconciling factors such as LRS. I understand that to mean that the ratepayers absorb this expense.

In DIV. 33-1, we inquired about a number of services that showed high dollar amounts of usage, as follows:

1. Line 384- Premises #15750500 which has $30,222 unbilled

2. Line 661- Premises # 24847300 which has $32,026 unbilled

3. Line 790- Premises #29217700 which has $30,408 unbilled

4. Line 811- Premises # 29290000 which has $26,562 unbilled

5. Line 1703- Premises# 144816910 which has $37,061 unbilled

6. Line 2040- Premises # 156923700 which has $25,298 unbilled

7. Line 2505- Premises # 258216400 which has $27,549 unbilled

8. Line 3538- Premises # 379299000 which has $40,118 unbilled

From my perspective, the Company's answers to these inquiries do not inspire confidence as to its motivation to resolve this issue.

Q. IN HER REBUTTAL TESTIMONY, MS. DESOUSA STATES THAT THE COMPANY DOES NOT AGREE WITH THE DIVISION'S ASSERTION THAT THE COMPANY HAS FAILED TO COMPLY WITH ITS SOFT-OFF TARIFF REQUIREMENTS. SHE ARGUES INSTEAD THAT THE COMPANY HAS MADE GOOD FAITH EFFORTS TO COMPLY WITH ITS TARIFFS. DO YOU HAVE A RESPONSE?

A. Yes. The Company's responses to discovery show that there are many thousands of services with usage that exceed the limits set forth in the electric tariff No.2275. Section 32 of that tariff provides: " When metered consumption at a premises where a Soft Off termination has been implemented exceeds 100 kilowatt-hours in a month, the Company will send notification to the premises indicating that service shall be terminated pursuant to the Commission and Division's rules and regulations governing the termination of service if an account is not established. When metered consumption at the location exceeds an aggregate of 250 kilowatt-hours, service to the location will be terminated; provided however that where such a termination would affect the statutory and/or termination rights of other electric customers at that location, service will be terminated at the Soft-Off premises as soon as the Company is able to accomplish the termination so as not to conflict with the rights provided under the Commission and Division's rules and regulations governing the termination of service for the other customers." In her rebuttal testimony at page 36, Ms. DeSousa states that "the Company's internal systems and processes do not support automated notice issuance at the precise point when metered consumption exceeds 100 kWh for electric service or 13 ccf for gas service on a premise level basis, particularly for use-on-inactive situations." My understanding of tariffs is that the Company is required to either comply with the tariff or seek relief from the tariff from the Commission. I note that the Commission recently discussed tariff compliance at page 146 in its report and order for Dockets 23-37-EL and 23-38-EL, companion cases involving acceleration of system modification due to distributed generation projects (Tiverton and Weaver Hill). There, the Commission made it clear that tariff conditions may not be ignored and that if the Company has difficulty with tariff compliance, it is the obligation of the Company to seek amendments to their tariffs.

Q. IN YOUR DIRECT TESTIMONY, YOU DISCUSSED THE PROBLEM OF USE ON INACTIVE GENERALLY BUT DID NOT PROVIDE A SPECIFIC RECOMMENDATION. DO YOU HAVE A RECOMMENDATION NOW AFTER REVIEWING THE DISCOVERY?

A. Yes. I recommend that the Commission direct the Company to create a dedicated task force or team to aggressively pursue the resolution of the use-on-inactive / users without contracts problem, with reporting requirements to the Commission.

Q. MS. DESOUSA DOES NOT AGREE WITH YOUR RECOMMENDATION THAT THE LEAVE ON FOR LANDLORD PROGRAM SHOULD EITHER BE ELIMINATED OR RESTARTED. WHAT IS YOUR RESPONSE?

A. As I stated in my direct testimony, the concept of Leave on For Landlord is a good one. Its main problem is that Landlords often forget that they have enrolled in the program. The Company takes the position that the Landlords must cancel their participation in the program in writing. We have had several complaints in this past year from former customers who sold properties years ago who have now been reported to credit agencies as having unpaid bills. These former customers didn't receive notices or bills because they had moved. In the cases in which we've been involved, the Company has not been able to produce the original documentation of the program's commencement with customers, since these records remained with National Grid. According to the Company's response to DIV. 18-4 (attachment), there are close to 22,000 Landlords enrolled in this program, many of whom have been enrolled for decades. The earliest enrollment according to DIV. 18-4 is December 5, 1955. The Company has provided the RI Energy forms for this program in Attachments 18-2-1, 18-2-2, and 18-2-3. However, the bulk of the landlords enrolled in this program were enrolled prior to RI Energy. I recommend that the Company be required to confirm continued participation in the program by soliciting the current customers with these updated forms. Alternatively, at minimum, the Company should be required to notify all these customers that they are listed in the Company records as enrolled in "Leave On For Landlord." Accompanying such notification should be a clear message of the consequences of failing to disenroll, especially when selling a property.

Q. IN YOUR DIRECT TESTIMONY, YOU REFERENCED THE COMPANY'S AUTHORITY UNDER THE TERMINATION RULES TO TERMINATE SERVICE TO CERTAIN CLASSES OF PROTECTED CUSTOMERS BY SEEKING PERMISSION FROM THE DIVISION, IS THAT CORRECT?

A. Yes, that's correct. Pursuant to 810-RICR-10-00-1.4 (K)(3) written approval from the Division of Public Utilities and Carriers must be obtained by the public utility before terminating service in a household in which all adult residents are sixty-two (62) years of age or older, or in which any resident is handicapped.

Q. YOU INDICATED THAT THE LAST TIME THIS PERMISISON WAS SOUGHT WAS IN 2018 UNDER NATIONAL GRID. MS. DESOUSA DID NOT ADDRESS ISSUE THIS IN HER REBUTTAL. DO YOU HAVE A RESPONSE?

A. Yes. I am concerned that the Company did not explain its failure to use this collection tool. As I stated in my direct testimony, I again want to stress that the Division is not in the business of *pushing* disconnection for protected customers. But there is a serious misconception in the public that protected customers can never be disconnected. Inherent with such a belief comes the refusal or continued failure to pay. Such an approach leads to higher arrearages. The Division would like to see the Company reinstate its use of this process to nudge folks to pay who would otherwise continue to ignore billing in the belief that their service cannot ever be terminated.

Q. ARE THERE OTHER COLLECTION METHODS WHICH YOU UNDERSTAND TO NOT BEING PURSUED?

A. Yes. According to the Company's response to DIV. 22-3, while the Company is now apparently using third-party collections, no court actions have been filed. That seems to me to be a lost opportunity.

Q. DOES THE DIVISION HAVE CONCERNS WITH THE "DO NOT BILL" ISSUE THAT OCCURES WITH BOTH ELECTRIC AND GAS?

A. Yes. This is a continuing problem. Apparently, either RIE's computer system does not flag these, or there's no one working on these issues because it is a persistent problem. This issue of “do not bill” is along0standing problem which is not related to “historical post-cutover conditions that occurred during a period of significant transition”, as alleged by Ms. DeSousa. This issue was not reviewed in Docket 25-08-GE, as alleged by Ms. DeSousa.

Q. HAVE YOU RUN INTO PROBLEMS WITH A CUSTOMER BEING BILLED FOR ONLY ELECTRIC OR GAS ONLY WHEN BOTH ARE BEING USED BY THE PREMISES?

A. Yes. This is also a persistent problem. This happens most frequently with gas accounts not being established when the electric is opened. I believe that this occurs due to carelessness within the Company when opening accounts. Alternatively, perhaps the agents taking the calls to establish service for electric cannot see information on the system concerning the availability of gas at the premises. I have reviewed the training materials and do not see where the agents are directed to inquire of the customer. This leads to problems down the road when a bill is finally generated for months of usage. This issue is a longstanding problem which is not related to “historical post-cutover conditions that occurred during a period of significant transition”, as alleged by Ms. DeSousa. This issue was not reviewed in Docket 25-08-GE, as alleged by Ms. DeSousa.

Q. DOES THIS COMPLETE YOUR TESTIMONY?

A. Yes.

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

IN RE: THE NARRAGANSETT ELECTRIC COMPANY	:	
d/b/a RHODE ISLAND ENERGY APPLICATION FOR	:	**DOCKET NO. 25-45-GE**
APPROVAL OF A CHANGE IN ELECTRIC AND GAS	:	
BASE DISTRIBUTION RATES	:	

AFFIDAVIT OF DIANA MONIZ

I, Diana Moniz, under oath, depose and say:

1. The attached testimony was prepared by me or under my direct supervision and are true and accurate to the best of my information and belief.

2. The attached pre-filed surebuttal testimony and related attachments/schedules are submitted on behalf of the RI Division of Public Utilities & Carriers.

Diana Moniz

State of Rhode Island
County of Kent

Subscribed and sworn to before me on this 26th day of May, 2026, by Diana Moniz

(name of document signer), who proved to me through satisfactory evidence of identification, to be the person who appeared before me.

Notary signature
Notary Name: Margaret L Hogan
Commission Expires: 11/28/2029

STATE OF RHODE ISLAND
MARGARET L. HOGAN
NOTARY PUBLIC
MY COMMISSION # 33748
EXPIRES: November 28, 2029