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June 30, 2022

*BY HAND DELIVERY  
AND ELECTRONIC SERVICE*

Luly E. Massaro, Commission Clerk  
State of Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, Rhode Island 02888

**Re: REQUEST FOR APPROVAL OF NARRAGANSETT'S COMMUNITY ELECTRICITY  
AGGREGATION PLAN**

Dear Ms. Massaro:

Enclosed for filing please find the Petition of Narragansett for the approval of its Community Electricity Aggregation Plan ("Petition"). Narragansett ("Town") respectfully requests that the Public Utilities Commission review the enclosed Community Electricity Aggregation Plan ("Plan") in accordance with RIGL § 39-3-1.2. The Plan has been approved by the Town following the local process as outlined in Attachment 1.

The Town has contracted with Good Energy, L.P. ("Good Energy") to assist with the preparation of the Plan and related regulatory filings. *See* Attachment 3. Good Energy and its counsel are thus delivering the Petition on behalf of the Town.

Also enclosed, please find a Notice of Appearance for myself. Please also include on the service list Narragansett Town Solicitor, James Callaghan of Callaghan & Callaghan, 3 Brown St. North Kingstown, RI 02852.

An original and six (6) paper copies of the Petition and supporting documents will be delivered in addition to this electronic version, which has been sent to the individuals listed below.

Please let me know if you have any questions regarding this submission. Thank you for your consideration.

Sincerely,



James G. Rhodes  
Counsel for Good Energy, L.P.

cc: Andrew Marcaccio, RI Energy  
Jennifer Hutchinson, RI Energy  
Manprit Aneja, RI Energy  
James Callaghan, Narragansett Solicitor  
James Tierney, Town of Narragansett  
Michael Deluca, Town of Narragansett  
Patrick Roche, Good Energy  
Leo Wold. Division of Public Utilities and Carriers

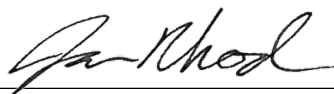
**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PUBLIC UTILITIES COMMISSION**

\_\_\_\_\_  
Petition of Town of Narragansett for the )  
Approval of the Proposed Community )  
Electricity Aggregation Plan )  
Pursuant to R.I. Gen. Laws § 39-3-1.2 )  
\_\_\_\_\_)

Docket No. \_\_\_\_\_

**ENTRY OF APPEARANCE**

In the above-captioned proceeding, I hereby enter my appearance on behalf of the Town of Narragansett.

  
\_\_\_\_\_  
James Rhodes (#8983)  
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160 Woonsocket Hill Rd.  
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Dated: June 30, 2022

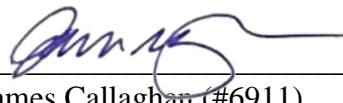
**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
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**Pursuant to R.I. Gen. Laws § 39-3-1.2    )**  
\_\_\_\_\_)

**Docket No. \_\_\_\_\_**

**ENTRY OF APPEARANCE**

In the above-captioned proceeding, I hereby enter my appearance on behalf of the Town of Narragansett.



\_\_\_\_\_  
James Callaghan (#6911)  
Narragansett Town Solicitor  
Callaghan & Callaghan  
3 Brown St.  
North Kingstown  
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Phone: 401-294-4555

Dated: June 28, 2022

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PUBLIC UTILITIES COMMISSION**

Petition of Town of Narragansett for the	)	
Approval of the Proposed Community	)	
Electricity Aggregation Plan	)	Docket No. _____
Pursuant to R.I. Gen. Laws § 39-3-1.2	)	
	)	

**TOWN OF NARRAGANSETT’S PETITION FOR APPROVAL OF  
COMMUNITY ELECTRICITY AGGREGATION PLAN**

The Town of Narragansett (“Municipality”) respectfully petitions the Rhode Island Public Utilities Commission (“PUC”), pursuant to R.I. Gen. Laws § 39-3-1.2 (the “Act”), for approval of its Community Electricity Aggregation Plan (“Plan”). In support of this petition, the Municipality states the following:

1. The goals of the community electricity aggregation program (the “Program”) are to bring the benefits of competitive choice of electric supplier, including the potential for longer-term price stability than provided by last resort service, lower cost electricity, and more renewable energy options, to the residents and businesses of the Municipality. Under the program the Municipality will have the opportunity to voluntarily purchase renewable energy certificates (“RECs”) on behalf of program participants. The program will employ a procurement process designed to be competitive with other electricity supply options and will provide benefits and protections for consumers, including the right for any customer to opt out of the program at any time at no charge.

2. The Municipality formally initiated the process to develop an aggregation plan through the passage of a resolution by majority vote of the Council, its legislative authority. The resolution provided for authorization to develop and implement a plan under which all eligible

customers would be automatically enrolled in the program unless the customers opt-out consistent with the requirements of the Act. The actions of the Municipality in authorizing this filing are outlined in the Historical Overview. *See* Aggregation Plan - Attachment 1.

3. The Municipality seeks the PUC's approval of its Plan, which follows this petition, that describes the key features, structure, and operation of the Program and explains how the Plan meets the statutory requirements.

4. In support of the plan, direct testimony has been provided by (i) Michael DeLuca, Director of the Department of Community Development, who has direct knowledge as to the process by which the plan was developed and approved, and (ii) Patrick Roche, New England Director of Innovation for Good Energy, an expert on the development and administration of Community Electricity Aggregation programs.

5. The Municipality has entered into a Services Agreement with Good Energy L.P., which is acting as the Municipality's agent in this proceeding. Aggregation Plan - Attachment 4.

6. The Municipality respectfully requests approval to meet its, and its competitive supplier's, affirmative obligation under 810-RICR-140-05-3.4 *et. seq.* and R.I. Gen Laws § 39-26-9 to provide energy disclosure labels directly to consumers to adopt the same label approved in Dockets 5042, 5047, 5061, 5062, 5169, and 5212 that will be disseminated through public service announcements, postings at Municipality buildings and postings on the program website. Aggregation Plan - Attachment 5.

7. The Municipality has included a summary of the public comments received and answers provided during its Public Hearing. Aggregation Plan – Attachment 6.

8. The Municipality has included a template Electricity Services Agreement to be finalized and executed by a supplier selected to provide service for the program. Aggregation Plan – Attachment 7.

9. The Municipality respectfully requests that the Commission conduct an expeditious review of this Petition to allow the Municipality to proceed with implementation to maximize benefits for eligible customers.

10. Governmental aggregators are required to conduct their business openly and with full public participation. In order to aid the Commission's review of the plan, Municipality has submitted a separate a comparison chart identifying those components where this plan differs from those already approved by the Commission. This is not considered part of the plan and is provided solely for reference purposes.

WHEREFORE, the Petitioner hereby respectfully requests that the Commission:

1. Adopt an expeditious review and approval process;
2. Approve the Aggregation Plan of the Municipality;
3. Approve the process for complying with energy disclosure requirements; and
4. Provide such other and further relief as may be necessary or appropriate.

Respectfully submitted,  
TOWN OF NARRAGANSETT

By Attorney for Good Energy, L.P.



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Dated: June 30, 2022

## **TOWN OF NARRAGANSETT COMMUNITY AGGREGATION PLAN**

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## **I. OVERVIEW OF THE AGGREGATION PLAN**

The following is the Town of Narragansett’s (“Municipality”) Community Aggregation Program (“Program”), developed consistent with Section 1.2 of Chapter 39-3 of the RI General Laws. This plan describes the Program’s operations and was created through the following process:

1. Passage of authorizing resolution,
2. Signed agreement with Municipality’s aggregation consultant,
3. Creation of a Draft Plan,
4. Public hearing on Draft Plan,
5. Response to public hearing,
6. Finalization of Plan, and
7. Submission of Final Plan to Public Utilities Commission.

See **Attachment 1** for details on these steps.

The purpose of this aggregation plan is to provide universal access to new electricity supply choices for the Municipality’s residents and businesses. The electric distribution company, National Grid, will remain responsible for distribution of electricity, maintaining electricity infrastructure and responding to power outages. This Plan does not obligate the Town to pursue aggregation if conditions are not favorable.

The Program enables the Town to select the characteristics of the electricity supply options, also known as products. The Program will be open to all residents and businesses in Town, and it will offer a standard product and optional products. At launch, all Applicable Consumers<sup>1</sup> will be automatically enrolled in the Program’s standard product unless they exercise their right to opt out or choose an optional product. Once the Program is operational, individual residents and businesses would retain the right 1) to change to an optional product or 2) to opt out of the Program with no penalty and to choose any other electricity supplier or stay with the Last Resort Service supply from the electric distribution company.

Before implementation, the Plan will be reviewed and approved by the Rhode Island Public Utilities Commission (“Commission”). The Commission will ensure that the Program satisfies all statutory requirements. This Plan was developed to demonstrate that the Program of the Municipality satisfies all requirements necessary for the approval of the Commission.

## **II. CLASSES OF CONSUMERS THAT MAY PARTICIPATE.**

### **II.A. APPLICABLE CLASSES**

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<sup>1</sup> Applicable Consumers shall include consumers of electricity in the Applicable Classes within the geographic boundaries of the municipality who are (1) Last Resort Service consumers; (2) Last Resort Service consumers who have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; or (3) consumers receiving Last Resort Service plus an optional renewable energy product that allows concurrent enrollment in either Last Resort Service or competitive supply. The following consumers shall be excluded as Applicable Consumers: (1) Last Resort Service consumers who have asked that National Grid not enroll them in competitive supply; (2) Last Resort Service consumers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) consumers receiving competitive supply service.



The aggregation program will be available for the residential, commercial and industrial classes of electricity consumers as defined by Municipality's electric distribution company, National Grid ("Applicable Classes"). The residential class is comprised of the rates A-16, A-60; the commercial class is comprised of rates C-06, G-02, S-05, S-06, S-10 and S-14; and the industrial class is comprised of B-32 and G-32.

## **II.B. UNIVERSAL ACCESS & EQUITABLE TREATMENT**

It will provide universal access to consumers by guaranteeing that all consumers in the Applicable Classes will be included in the Program under equitable terms.

As required by the statute, there shall be equitable treatment of Applicable Classes within the Program. The Program makes four distinctions among groupings of consumers.

First, the Program will distinguish among enrolled Applicable Classes by soliciting separate pricing for each of those classes of electricity consumers as defined by the Municipality's electric distribution company.

Second, the Program will distinguish among enrolled consumers that receive each of the products identified in Section III. The Program will solicit separate pricing for each of the products.

Third, the Program will distinguish among enrolled Applicable Classes by the assignment of the standard product from the products identified in Section III.

Fourth, the Program will distinguish between consumers that join the program – i.e., enroll in an electricity supply product offered by the program – through an opt-out process and consumers that join through an opt-in process.

- Consumers that join through an opt-out process include the initial consumers and new consumers in the Municipality after the program start-date. Initial consumers are those consumers in applicable classes on Last Resort Service with National Grid that are automatically enrolled in the Program unless they choose to opt-out. All initial consumers will receive the contracted program pricing for their rate class. Among new consumers, the Program will distinguish between new residential and small commercial consumers, who will receive the contracted program pricing, and all other commercial and industrial consumers, who will receive pricing based on market prices at the time the consumer joins the Program.
- Consumers that join by opting-in include two types of consumers: a) consumers that did not become part of the Program initially because they were being served by a competitive supplier and then joined the Program; and b) consumers joining the Program after having previously opted out. Those consumers that were being served by a competitive supplier at program initiation but who later join the Program will be treated the same as new consumers – residential and small commercial consumers will receive the contracted program pricing and all other commercial and industrial consumers will pay a price based on the then-current market rates. All consumers that join the Program after having previously opted out will be offered a price based on then-current market rates rather than the standard contract price. This distinction is designed to limit any incentive for frequent switching back and forth between the aggregation program and Last Resort Service of National Grid.

All consumers will have the right to opt-out of the Program at any time with no charge.

### III. PROGRAM DESCRIPTION

#### III.A. Organizational Structure

The following entities have a specific role in the development, implementation, operation and oversight of the Program:

- Town Council: The Plan will be approved by the Town Council, the legislative authority of the citizens of the Municipality, and overseen by the Town Council or designee of the Town Council. The Town Council or designee(s) of the Town Council will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Aggregation Consultant. Prior to the receipt of bids from Competitive Suppliers, the designee(s) of the Town Council shall be specifically authorized to enter into an Electric Service Agreement (“ESA”) under parameters specified by the Town Council.
- Town Manager: The Town Council delegates its authority to the Town Manager for the proper execution of this Aggregation Plan consistent with applicable R.I. General Laws. The Manager shall provide, at least annually, reports to the Town Council as to the Program’s performance and propose any legislative amendments or resolutions that may be necessary, from time to time, to improve the plan. The Town Manager shall provide direct management and oversight of the Program on behalf of the Town. The Town Manager, or designee, shall regularly meet with the Aggregation Consultant for the purpose of providing oversight of the Aggregation Program and shall make recommendations to the Town Council on program changes.
- Aggregation Consultant: The Aggregation Consultant will manage certain aggregation activities under the direction of the Town Council or designee of the Town Council. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with National Grid and monitoring the supply contract. The Municipality has selected Good Energy, L.P. to provide these services.
- Competitive Supplier: The Competitive Supplier will provide power for the aggregation, provide consumer support including staffing a toll-free number for consumer questions, and fulfill other responsibilities as detailed in the Electricity Supply Agreement (ESA). The Competitive Supplier shall be required to enter into an individual ESA with the Municipality under terms deemed reasonable and appropriate for the Town’s constituents by the Town Council.
- Buying Group: The Municipality may elect to join with other municipal aggregators in combining its load for purposes of soliciting bids from Competitive Suppliers. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. The Municipality shall be represented by the designee(s) of the Town Council on the executive committee of the Buying Group. The Municipality, through its designee, as specifically authorized by the Town Council, shall select a Competitive Supplier based on the needs of the Municipality and shall not be required to select the same terms or Competitive Supplier as other members of the Buying Group.

#### III.B. Program Offerings

Program intends to offer the following electricity supply products to consumers:

The Program may offer a standard and optional electricity supply product. Applicable Consumers are automatically enrolled in the standard product unless they opt-out of the program or choose one of the optional products.

All products will include the minimum amount of renewable electricity as required by any applicable statutory requirements, such as the Renewable Energy Standard (“RES”) required by the State. Some products will include additional renewable electricity above the RES. All purchases of additional renewable electricity in the products will be certified through Renewable Energy Certificates (RECs), the instrument used to trade and track renewable energy generation.<sup>2</sup>

The products may vary based on the amount of renewable electricity, in the form of RECs. The choices for renewable electricity may include:

- The same amount of RECs required by the RES in the State
- RECs in an amount that is 10% greater than the Renewable Energy Standard (“RES”) required by the State
- Up to 50% RECs
- Up to 100% RECs

At launch, the Program may offer up to four electricity supply products, as described below:

*Standard Product:* The standard product, “Narragansett Standard”, is expected to include RECs in an amount that is 10% greater than the Renewable Energy Standard (“RES”) required by the State, with the exact amount to be determined after the receipt of bids from competitive suppliers.

*Optional Products:*

The Program may offer two or more optional products:

- A product with up to 50% RECs, called “Green 50”
- A product with up to 100% RECs, called “Green 100”
- A product with the same amount of RECs required by the RES in the State, called “Basic”

The exact amount of RECs to be included with Green 50 and Green 100 optional products will be determined at a later date and will be the same for all customers choosing this option. If Green 50 or Green 100 includes RECs in an amount less than 50% or 100% of a customer’s metered consumption, respectively, the Program will rename the product to appropriately reflect the amount of RECs the product contains.

- All RECs for additional renewable electricity above the RES are expected to qualify as Rhode Island New, as defined in R.I. General Laws 39.26.2(16), which includes generation from solar, wind, anaerobic digestion or low-impact hydro located within or delivered to New England.

#### **IV. PROGRAM OPERATIONS.**

Following approval of the Plan by the Commission, the key operational steps will be (a) issue a Request for Proposals (RFP) for power supply and select a competitive supplier, (b) implement a public information program, including a 30-day opt-out period, and (c) enroll consumers and provide service,

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<sup>2</sup> RECs enable the trading and tracking of renewable electricity. For every one megawatt-hour (MWh) of renewable electricity that is generated and fed onto the electricity grid, one REC is created.

including quarterly notifications. The implementation of an aggregation program requires extensive interaction between the Municipality, the Competitive Supplier, and National Grid.

#### **IV.A. ISSUE AN RFP FOR POWER SUPPLY AND SELECT A COMPETITIVE SUPPLIER.**

##### Power Supply

After the Commission approves the Plan, the next step is to procure a contract for power supply.

Aggregation Consultant shall solicit bids on behalf of the Program from leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. In seeking bids from competitive suppliers, the Program may solicit bids for its load individually or as part of a Buying Group with other municipal aggregators. The RFP will require that the supplier satisfy key threshold criteria, including:

- Licensed by the Commission.
- Strong financial background.
- Experience serving the competitive market or municipal aggregations in other states.
- Demonstrated ability, supported by references, to provide strong consumer service.

In addition, suppliers will be required to agree to the substantive terms and conditions of the ESA, including, for example, the requirement to:

- Provide all-requirements service at a fixed price.
- Allow consumers to exit the program at any time with no charge.
- Agree to specified consumer service standards.
- Comply with all requirements of the Commission and National Grid.

The Program will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. Prior to delivery of the bids, the Program shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the Town Council deems appropriate for its constituents. In consultation with its Aggregation Consultant, the designee(s) of the Town Council, will evaluate the bid results including price, term and source, as well as the appropriate amount of RECs to be included with the standard and optional products consistent with Section III.B.

The Program will request bids for a variety of term lengths and for power and RECs from different sources. The Program will require bidders to identify the technology, vintage, and location of the renewable energy generators that are the sources of the RECs. It will also require that the RECs be created and recorded in the New England Power Pool Generation Information System. The Program may seek bids from a variety of renewable energy sources; and will choose the best combination of environmental benefits and price.

Whether the Program conducts an individual solicitation or participates in a solicitation with a Buying Group, at the conclusion of the bidding process it will select a price, term and supplier appropriate for its retail electric customers. Participation in the Buying Group shall not require the Program to select the same price, terms or supplier as other members of the Buying Group. If none of the bids is satisfactory, the Program will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a bid that is acceptable.

#### **IV.B. IMPLEMENT PUBLIC EDUCATION CAMPAIGN.**

Once a winning supplier is selected, the Program will implement a public education campaign.

The delivery of a comprehensive and professional public education and outreach plan and associated materials are crucial to ensuring understanding of, acceptance of and participation in the aggregation. The Program has already begun to build enthusiasm for and understanding of the aggregation through community-wide events and presentations. As a result, the Program anticipates a high level of awareness about the aggregation after the time the supply contract is signed.

The public education component for program launch consists of two components: 1) Initial outreach and education and 2) Consumer notification letter. The information will be made available in multiple languages where appropriate.

1. Initial Outreach and Education: This will be conducted prior to arrival of the consumer notification letter and will continue throughout the opt-out period. This effort will include information about the goals of the Program, the basic terms and conditions including renewable energy components and the opt-out notification. This effort will include a wide range of in-person events, traditional and social media, Web and printed materials. The attached Education and Outreach Plan (**Attachment 2**) describes in detail the Program's anticipated initial outreach efforts and timeline.

2. Consumer Notification Letter: In addition to the broad-based education initiatives, a consumer notification letter will be mailed to every Applicable Consumer on Last Resort Service with National Grid. The notice will be a direct communication of the Municipality, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the program. The notice will: (1) introduce and describe the program; (2) inform consumers of their right to opt-out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt-out before program launch and how to opt-out after program launch; and (4) prominently state all program charges and compare the price and primary terms of Program's competitive supply to the price and terms of the current Last Resort Service offering provided by National Grid. The notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Last Resort Service over the full term of the Program. The competitive supplier shall bear all expenses regarding the consumer notification letter. See **Attachment 3** for sample Consumer Notification Letter, Reply Card and Envelope.

The consumer notification letter will include an opt-out reply card and envelope. Consumers will have 33 days from the date of the mailing to return the reply card if they wish to opt out of the Program and the opt-out notice shall identify the return date by which the reply envelope must be mailed and postmarked. The competitive supplier shall allow an additional 3 days from the return date for receipt of the opt-out replies before initiating automatic enrollments in the Program. This timeline is designed to provide Applicable Consumers with a full 30 days to consider whether to opt-out of the program before launch. The notice will be designed by the aggregation consultant on behalf of the Program and printed and mailed by the competitive supplier, who will process the opt-out replies. The competitive supplier will provide a pre-stamped envelope for return of the opt-out reply card in order to protect consumer privacy.

The attached Education and Outreach Plan Detail (**Attachment 2**) describes in detail the Program's anticipated initial outreach efforts, timeline and provides sample consumer notification letter, reply card

and envelope.

#### **IV.C. ENROLL CONSUMERS AND PROVIDE SERVICE**

After the completion of the opt-out period, the competitive supplier will enroll into the Program all Applicable Consumers on Last Resort Service with National Grid who did not opt-out. All enrollments and other transactions between the competitive supplier and National Grid will be conducted in compliance with the relevant provisions of Commission regulations, Terms and Conditions for Municipal Aggregators, and the protocols of the Electronic Business Transactions Working Group.

Once consumers are enrolled, the Program will provide all-requirements power supply service. The Program will also provide ongoing consumer service, maintain the Program web site, and process new consumer enrollments, ongoing opt-outs, opt-back-ins, and consumer selections of optional products. Prior to the expiration of the initial ESA, the Municipality intends to solicit a new power supply agreement.

As part of its ongoing service, the Program will provide an Energy Source Disclosure Label as required by R.I. General Laws § 39-26-9 and 810-RICR-40-05-03. The Town expects to make the required disclosures by posting Energy Source Disclosure labels (**Attachment 5**) on the Program website and at municipal buildings on a quarterly basis.

Finally, the Public Education & Outreach Plan Detail (**Attachment 2**) has detail on the ongoing education and outreach efforts during program operation.

#### **V. PROGRAM FUNDING.**

All of the costs of the Program will be funded through the ESA.

The primary cost will be the charges of the competitive supplier for the power supply. These charges will be established through the competitive solicitation for a supplier.

The administrative costs of the Program will be funded through a per kilowatt-hour aggregation fee that will be paid by the competitive supplier to the Aggregation Consultant, as specified in the ESA. This aggregation fee will cover the services of the Aggregation Consultant, including developing the aggregation plan, managing the Commission's approval process, managing the supply procurement, developing and implementing the public education plan, managing Program website, providing consumer support, interacting with National Grid, monitoring the supply contract, and providing ongoing reports. This charge has been set at \$0.001 per kilowatt-hour.

#### **VI. RATE SETTING AND COST ALLOCATION AMONG PARTICIPANTS.**

As described above, the power supply charges of the aggregation program will be set through a competitive bidding process and will include the aggregation fee and applicable taxes pursuant to the ESA. Prices, terms, and conditions may differ among consumer classes, which classes will be the same as the Last Resort Service consumer classes of National Grid. The frequency of price changes will be determined through the competitive bid process. The Program expects to solicit bids for a number of

different contract terms. Prices may change as specified in the winning bid and consumers will be notified of price changes through media releases and postings on the aggregation web site.

If there is a change in law that results in a direct, material increase in costs during the term of the ESA, the Program and the competitive supplier will negotiate a potential change in the program price. At least 30 days prior to the implementation of any such change, the Program will notify consumers of the change in price by issuing a media release and posting a notice in municipal offices and on the program website.

The Program affects only the electricity supply charges of the consumers. Delivery charges will be unchanged and will continue to be charged by National Grid in accordance with tariffs approved by the Commission.

Participants in the aggregation will receive one bill from National Grid that includes both the power supply charge of the Competitive Supplier and the delivery charge of National Grid. Any applicable taxes will be billed as part of the Program's power supply charge.

As described above, the Program's electricity supply charges will be set through a competitive bidding process and will include the aggregation fee. Prices, terms, and conditions will vary by product and may differ among customer classes. For each customer class, prices will be fixed for periods at least as long as the Last Resort service price period for the class. When prices change, the Program will notify consumers by issuing a media release and posting a notice on the Program website.

## **VII. ENTERING AND TERMINATING AGREEMENTS.**

The process for entering, modifying, enforcing, and terminating all agreements associated with the Plan will comply with the municipal charter and ordinances, federal and state law and regulations, and the provisions of the relevant agreement.

The Municipality plans to use the same process described in Section IV(a) of this Plan to solicit bids and enter into any subsequent ESAs with the assistance of its then-current aggregation consultant. Consumers will be notified of subsequent ESAs. The transfer of consumers from the existing supplier to the new supplier will be coordinated with National Grid using established Electronic Data Interchange ("EDI") protocols.

## **VIII. RIGHTS AND RESPONSIBILITIES OF PROGRAM PARTICIPANTS.**

All participants will have the right to opt-out of the Program at any time without charge. They may exercise this right by any of the following: 1) calling the 800 number of the Competitive Supplier; 2) contacting National Grid and asking to be returned to Last Resort Service; or 3) enrolling with another competitive supplier.

All participants will have available to them the consumer protection provisions of laws and regulations of Rhode Island, including the right to question billing and service quality practices. Consumers will be able to ask questions of and register complaints with the Municipality, the Aggregation Consultant, the Competitive Supplier, National Grid and the Commission. As appropriate, the Municipality and the Aggregation Consultant will direct consumer complaints to the Competitive Supplier, National Grid or the Commission.

Participants will continue to be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations. Participants are responsible for requesting any exemption from the collection of any applicable taxes and must provide appropriate documentation of such exemption to the Competitive Supplier.

## **IX. EXTENSION OR TERMINATION OF PROGRAM**

Prior to the end of the term of the initial ESA, the Municipality intends to solicit bids for a new supply agreement and plans to continue the program with the same or new competitive supplier.

Although the Municipality is not contemplating a termination date, the program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Town Council or designee of the Town Council to dissolve the program effective on the end date of any outstanding ESA. In the event of termination, enrolled consumers would return to the Last Resort Service of National Grid, unless they choose an alternative competitive supplier. The Municipality will notify consumers of a planned termination of the Program.

The Municipality will notify National Grid of the planned termination or extension of the Program. In particular, the Municipality will provide National Grid notice: (1) 90 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the ESA; and (3) four business-days after the successful negotiation of a new electric service agreement. The Municipality will also provide notice to the Public Utilities Commission 90 days prior to a planned termination, which shall include copies of all media releases, Town Hall and website postings and other communications the Program intends to provide consumers regarding the termination of the Program and the return of participants to Last Resort Service.

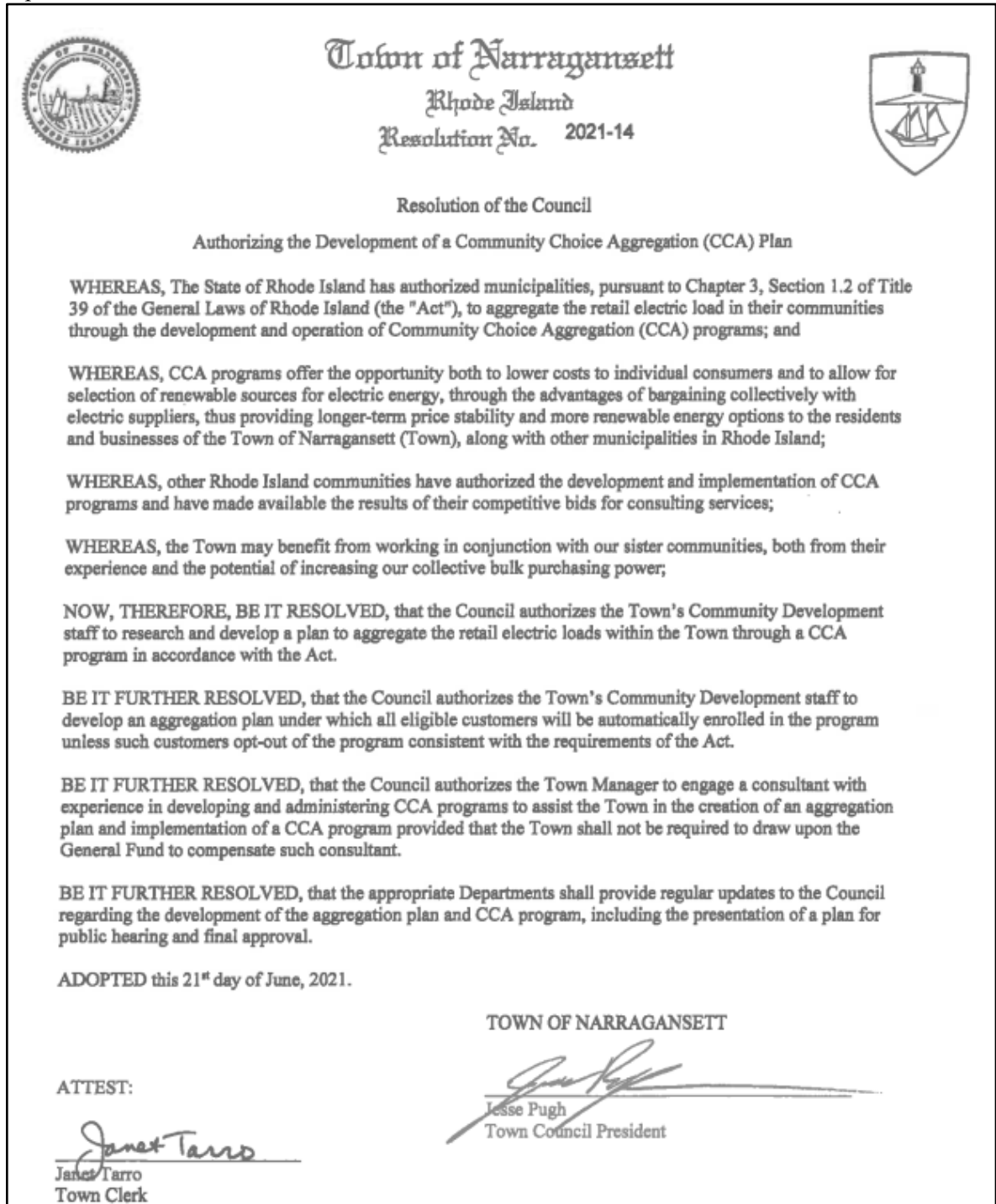
In the event of the termination of the Program, it is the responsibility and requirement of the Competitive Supplier to return the enrolled consumers to Last Resort Service of National Grid in accordance with the then applicable EDI rules and procedures.



## ATTACHMENT 1: HISTORICAL OVERVIEW - PLAN DEVELOPMENT

### 1. Passage of authorizing resolution

Municipality passed an authorizing resolution on June 21, 2021. A copy of the resolution is reproduced below:



**2. Signed agreement with Municipality's aggregation consultant**

The Municipality entered a consulting contract to Good Energy L.P. on December 2, 2021.

**3. Creation of a Draft Plan**

A Draft Plan was presented to the Town Council on April 4, 2022.

**4. Public hearing on Draft Plan**

Municipality held a public hearing on May 16, 2022 to review and take comments on the draft plan. Prior to the hearing, Municipality published a notice of the hearing in the Narragansett Times on May 6, 2022 and again on May 13, 2022.

**5. Response to public hearing**

Municipality reviewed comments made at the public hearing, which are logged in Attachment 6.

**6. Finalization of Plan**

The finalized Plan was presented to the Town Council which voted to approve the plan on June 6, 2022.

**7. Submission of Final Plan to Public Utilities Commission**

Municipality submitted the finalized plan to the Public Utilities Commission on June 30, 2022 to seek the required regulatory approval.

## ATTACHMENT 2: EDUCATION & OUTREACH PLAN DETAIL

### 2-I. PROGRAM OPERATIONS: IMPLEMENT PUBLIC EDUCATION CAMPAIGN

#### 2-I.A. INITIAL OUTREACH AND EDUCATION MECHANISMS

The initial outreach and education will provide a description of the Program for Applicable Consumers and will be conducted via traditional print and TV channels, social media, a dedicated website, public presentations and personal communications to inform Applicable Consumers about the Program and will include a toll-free number. This effort will provide specific information about the Program and increase public awareness of the goals of the Program and the opt-out notification process.

If any Program materials were to reference cost savings for any part of the program this would also include a notice that the Municipality cannot guarantee that the Program will provide consumers with prices lower than the distribution utilities' Last Resort Service rate over the full term of any supply contract entered into by the Municipality.

The Program's outreach will connect with both English and Spanish-speaking populations. Spanish-language versions will be produced and/or translations offered for education and outreach materials as appropriate.

**Media Outreach:** Prior to the launch of the Program, media outreach will be initiated through local cable television shows, newspapers and social media to provide greater public education and to describe the Program, the opt-out process, the website and the toll-free telephone number. Outreach will include public service announcements (PSAs), scheduling interviews of Program spokespersons with local media outlets and securing a positive media presence.

A news release will be distributed to help achieve the aforementioned goals. Follow-up news releases will update the media on the status of the progress of the Program.

**Notices and Public Postings:** Brochures/flyers will be distributed in Municipal Offices describing the Program, the opt-out process and the toll-free telephone number will further reinforce the Program's details. Brochures/flyers will be placed in public buildings (i.e., library, Senior Center, etc.) which will create the necessary repetition of messages required to motivate consumer action and build awareness and understanding.

**Consumer Service Center:** The Program will maintain a toll-free telephone number to address Applicable Consumer's questions regarding the Program, deregulation, the opt-out process, price information and other issues Applicable Consumers may raise.

**Website:** All information regarding the Program will be posted on the Program's website, which is linked to the website of the Municipality. The Program website will have links to the website of the Local Distribution Company, the Public Utilities Commission and the Competitive Supplier.

**Public Presentations:** The Program will provide presentations to municipal officials and to interested community groups. Several public presentations are expected as detailed in the timeline and preliminary marketing plan below.

## 2-I.B. CONSUMER NOTIFICATION LETTER

The consumer notification letter will be sent via standard mail to the billing address of each Applicable Consumer on Last Resort Service. The notification envelope will be clearly marked as containing time sensitive information related to the Program. The notification will contain a letter describing the Program as detailed in Section IV.B of the aggregation plan.

A sample consumer notification letter, reply card and envelope are included in **Attachment 3**.

## 2-I.C. TIMELINE AND PRELIMINARY MARKETING PLAN

The preliminary marketing plan identifies the steps the Municipality may take to inform the community about the Program using the initial education and outreach mechanisms and consumer notification letter. The schedule is designed to work towards the date when the consumer notification letters (CNL) will arrive in consumer mailboxes:

From estimated date Consumer Notification Letter arrives in consumer mailboxes		
Action	Days before	Days after
Website launch	100+	-
Update website	15	Ongoing
Work with local media resources	15	30
Active social media outreach	15	30
In person presentations	15	30
Distribute marketing materials	15	30
Consumer help line	15	Ongoing
Mail postcard to all Applicable Consumers	5	-
Consumer notification letter arrives to all Applicable Consumers	0	-

The Aggregation Consultant will lead all aspects of the outreach and education outlined below, unless instructed otherwise by the Municipality. The Aggregation Consultant will coordinate with the Municipality for direction on and approval of all materials and messaging.

*Translation:* The Program's outreach will connect with both English and Spanish-speaking populations. Spanish-language versions will be produced and/or translations offered for education and outreach materials as appropriate.

### Consumer Website Launch

- **CNL -100+ (at least).** Once launched, website is maintained for the entire duration of program.

- **Website:** The Program will develop and manage an informational website with features that include program details, an online savings calculator and enrollment, opt-up and opt-out forms for the convenience of Applicable Consumers.

#### **Update Consumer Website**

- **CNL -15 (at least)**
- Shortly after signing the ESA (~15 days before the estimated date that the Consumer Notification Documents arrive), the Program website will be updated to include information on the product options, including pricing, term length, renewable energy; as well as enrollment, opt-up and opt-out forms and phone numbers.

#### **Work with All Local Media Resources:**

- **CNL -15 through CNL +30**
- **Press Releases:** Develop press releases to send to:
  - *Narragansett Times (ricentral.com)*
  - *The Independent (independentri.com)*
  - *Patch Narragansett-South Kingstown (patch.com/rhode-island/narragansett)*
  - Providence Journal

The Program will prepare municipal staff or volunteers for interviews that may result from press releases.

#### **Set Up Consumer Help Line**

- **CNL -15.** Once set up, the consumer help line will remain in effect for the entire program.
- **Aggregation Consultant & Supplier Help Lines:** Set consumer help lines with the competitive supplier and Aggregation Consultant to answer consumer inquiries.

#### **Social Media outreach, In-person Presentations and Flyers and Other Collateral**

- **CNL -15 through CNL +30:**
- **Social Media:** Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the Program's dedicated website. In concert with the Municipality's communication leads, develop a campaign of planned social media posts, timed to coincide with important milestones in order to keep ratepayers informed, particularly those that may not interact with traditional media on a regular basis. The Program will draft content and graphics to accompany the posts, to be posted by Municipality staff on official accounts.

Municipal social media accounts to use are:

- Official Municipality accounts
- Municipality will connect with "Local Groups" listed in "In-Person Presentations" to ask if they can use their social media platforms to promote awareness of the program, too.

The Program will monitor various social media channels for relevant conversations and questions about the program. Draft responses to comments and questions and utilize social media as a critical tool in engaging with members of the community.

The Program will identify key social media influencers in the Municipality, including lawmakers,

advocates and reporters, develop a spreadsheet of the social media handles/accounts and reach out to them to keep them informed about the aggregation program.

- **In-person presentations**

- **Local Groups:** Connect with local groups and associations to see if representatives of the Program can participate in an upcoming meeting or offer to host a dedicated event. Seek their assistance in identifying how to best connect with consumers with limited-English capabilities or disabilities that may prevent them from accessing Program information.

Examples of Narragansett-specific associations include:

- Homeowners Associations
- South County Chamber of Commerce
- Narragansett Pier Residents Association
- Eastward Look Residents Association

- **Municipal Council Meetings:** Present or provide materials for the Council meetings and any constituent meeting they may have.

- **Distribute flyers and collateral:** Many groups may have a natural interest in promoting awareness about the program and can be provided with electronic and hard-copy materials with reference information for the program.

Example groups include Elected officials and all “Local Groups” listed above.

Distribute to key locations such as Public Library, Municipal Offices and [insert any other locations]

#### **Mail Post Card to All Applicable Consumers**

- **CNL -15**
- **Post card:** The Program will mail a postcard to all Applicable Consumer prior to the Consumer Notification Letter. The postcard establishes that there is a community-sponsored aggregation program and increases the likelihood that recipient engages with the more detailed Consumer Notification Letter.

#### **Consumer Notification Letter Arrives in Mailboxes**

- **CNL 0**
- **30-day opt-out period begins**

## **2-II. PROGRAM OPERATIONS: ONGOING OUTREACH AND EDUCATION**

The Program intends to continue outreach and education for consumers after enrollment in the aggregation program, particularly with respect to changes in offerings and prices, which will be posted on the Program website that is linked to the website of the Municipality. The types of information the Municipality expects to communicate through the continuing education efforts include revisions to programs and prices; responses to frequently asked questions; Program goals and performance; rights and procedures for Program participants; contact information for consumer inquiries and details regarding the Program’s electric supply and renewable attributes. In addition to the websites, outreach and education

may also be provided through: bilingual public service announcements; bilingual interviews with local media outlets; bilingual news releases in local media; notices in newspapers; public postings in municipal offices and other public buildings (i.e. library, Senior Center, etc.) where residents may meet for municipal events; presentations to municipal officials and interested community groups; and information disclosure labels posted quarterly on the Program website.

**ATTACHMENT 3: CONSUMER NOTIFICATION LETTER, REPLY CARD & ENVELOPE**



This is an important notice. Please have it translated.  
Este é um aviso importante. Quiera mandá-lo traduzir.  
Este es un aviso importante. Sirvase mandarlo traducir.  
Avis important. Veuillez traduire immédiatement.

Questa è un'informazione importante. Si prega di tradurla.  
ĐÂY LÀ MỘT BẢN THÔNG CÁO QUAN TRỌNG XIN VUI  
LÒNG CHO DỊCH LẠI THÔNG CÁO ẤY  
Это очень важное сообщение. Пожалуйста, попросите чтобы  
вам его перевели.



## Town of Narragansett

Dear Narragansett Electricity Customer,

Narragansett Community Electricity is our Town's electricity supply program. The Program is a carefully designed alternative to Last Resort Service and other third-party offers, and it helps our community members manage electricity costs, increase renewable energy use and reduce carbon pollution.

**You received this letter because your account is scheduled for automatic enrollment in our Program. Your participation in the Program is voluntary and this letter provides details about your options.**

Through the program, Providence aims to provide affordable and stable electricity rates that also increase our community's renewable energy use and reduce carbon pollution. Providence Community Electricity does not replace National Grid as your electric utility; they continue to deliver electricity, repair outages, and manage all billing.

— Name, Position, Town of Narragansett

### YOUR OPTIONS

- 1 Automatically enroll in Narragansett Standard**  
If you take no action, you will be enrolled in the default product, Narragansett Standard, starting on your Month 2022 meter read.
- 2 Choose to enroll in another Narragansett Community Electricity product**  
To choose a different product, call our Program's electricity supplier, Supplier\_Name, at (ARE) SUP-LIER, or submit a request at NarragansettCCE.com.
- 3 Choose to remain with Last Resort Service supply via utility Rhode Island Energy**  
To remain with Last Resort Service for your electricity supply, you must opt out. To opt out before being automatically enrolled you must take one of the following actions before **mm/dd/2022**:

Postmark and mail the  
enclosed opt-out card

or

call Supplier\_Name at  
(ARE) SUP-LIER

or

submit the opt-out form at  
NarragansettCCE.com

### PRODUCT SUMMARY

Rates below are for electricity supply only. It does not include the price for delivery services from Rhode Island Energy.

	Default	What you have now	Optional Products		
	Narragansett Standard	Rhode Island Energy Last Resort Service	Narragansett Basic	Narragansett 50	Narragansett 100
Price	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh	nn.nnn¢/kWh
Renewable Energy in 2022	29%	19%	19%	50%	100%
Duration	Enrollment to MONTH YEAR	MONTH YEAR to MONTH YEAR	Enrollment to MONTH YEAR		

*The Program cannot guarantee savings beyond the current term of RI Energy Last Resort Service, as stated in the table above, because future RI Energy Last Resort Service rates are unknown.*

## PRICE DETAIL

- Program rates apply to service beginning and ending on the days of the month that your meter is read.
- A fee of \$0.001 per kilowatt hour (kWh) for the Town's aggregation consultant is included in all Program rates.
- Program rates include taxes which are billed as part of the power supply charge.

## RENEWABLE ENERGY DETAIL

Rhode Island requires all electricity supply products to include a minimum amount of renewable energy, known as the Renewable Energy Standard (RES). Some Program products exceed the RES.

	<b>Narragansett Standard</b>	<b>Rhode Island Energy Last Resort Service</b>	<b>Narragansett Basic</b>	<b>Narragansett 50</b>	<b>Narragansett 100</b>
<b>RES Compliant?</b>	Exceeds RES	Meets RES	Meets RES	Exceeds RES	Exceeds RES
<b>Voluntary Renewables</b>	Adds 10% voluntary RI New renewable energy	-	-	Adds voluntary RI New renewable energy to total 50%	Adds voluntary RI new renewable energy to total 100%
<b>Total Renewable Energy</b>	29% in 2022 34.5 % in 2023 37% in 2024	19% in 2022 24.5% in 2023 27% in 2024	19% in 2022 24.5% in 2023 27% in 2024	50% in 2022 50% in 2023 50% in 2024	100% in 2022 100% in 2023 100% in 2024

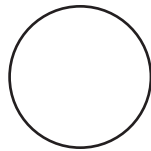
Voluntary RI New sources for the program may come from solar, wind, anaerobic digestion, and low-impact hydro located within New England.

## PROGRAM DETAIL

- Narragansett Community Electricity does not replace Rhode Island Energy as your electric utility. If you have questions about the delivery portion of your bill, contact Rhode Island Energy at (401) 780-9700, or by visiting [RIEnergy.com](http://RIEnergy.com).
- Program website: [NarragansettCCE.com](http://NarragansettCCE.com). The Program is served by [Supplier Name], PUC license number: [DPU license number], [telephone number], [website].
- You can switch to a different Program supply product any time after you've enrolled.
- You can leave the Program with no associated early termination fees any time after you've enrolled. If you leave the Program, your account(s) will be returned to Rhode Island Energy Last Resort Service on the next meter read.
- Customers in the Low-Income Rate Class (A60) that participate in the Program will continue to receive their current percentage discount on the entire electricity bill.
- Customers that receive solar electricity benefits from net metering credits and/or Renewable Energy Growth program payments will continue to receive those benefits.
- Budget billing customers participating in the Program will continue to receive budget billing for the entirety of their bill.
- If you are receiving electricity supply from a competitive supplier and believe you have received this opt-out letter in error, you must sign and return the enclosed opt-out card. This will ensure you continue to receive your electricity from that competitive supplier and prevent any possible early termination fees.
- Tax-exempt small business customers participating in the Program must provide a copy of their Tax-Exemption Certificate directly to Supplier\_Name via email at [Supplier\\_Tax\\_email](mailto:Supplier_Tax_email) or mail at [Supplier\\_tax\\_mail](mailto:Supplier_tax_mail) in order to maintain their tax-exempt status.
- Information about Basic Service: To access information about Rhode Island Energy's Last Resort Service, visit [www.nationalgridus.com/RI-Home/Rates/Supply-Costs](http://www.nationalgridus.com/RI-Home/Rates/Supply-Costs) or call (401) 780-9700.

## CUSTOMER SUPPORT

For more information or customer support, please visit [NarragansettCCE.com](http://NarragansettCCE.com), or call (ARE) PRO-GRAM.



**YourTown**

c/o [Supplier Name]  
[Supplier Address]  
[city][state], [XXXXX]

Presorted  
Standard  
**U.S. Postage**  
**Paid**  
XXXXX  
XXX

**Current Resident Name**

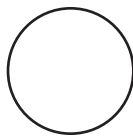
1234 Main St  
YourTown, RI, 12345

**Phone:** Supplier Phone Number  
**Fax:** Supplier Fax number  
[supplier@email.com]

**CUSTOMER OPT OUT NOTIFICATION**

**Do not discard! This is not a solicitation!**  
**Time-sensitive notice regarding electric**  
**supply rates on behalf of the YourTown.**

# Opt Out Reply Card



**YourTown**  
Community Electricity Aggregation  
Program

**Current Resident Name**  
1234 Main St  
YourTown, RI, 12345



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If you wish to participate in the Community Electricity Aggregation (CEA) program, you do not need to take any action. You will be automatically enrolled.

## Opt Out Instructions

**If you do not want to participate:**

1. Sign and date this card
2. Insert into postage pre-paid envelope
3. Mail envelope

The card must be signed by the customer of record whose name appears in the address on this card.

**The envelope must be mailed and postmarked on or before [month/date/year] to opt out of the program before automatic enrollment.**

**ATTACHMENT 4: GOOD ENERGY SERVICES AGREEMENT**

## **SERVICES AGREEMENT**

### **Professional Energy Consulting Services to a Governmental Aggregator**

This Services Agreement ("Agreement") is made and entered into and effective on this 30th day of November, 2021 ("Effective Date") by and between the **TOWN OF NARRAGANSETT** ("Town"), a Rhode Island municipality, with administrative offices located at 25 Fifth Avenue, Narragansett, RI 02882, and **Good Energy, L.P.** ("Good Energy"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016.

#### **Recitals**

WHEREAS, Town is seeking to become a "Governmental Aggregator," as described in Rhode Island General Laws §39-3-1.2, in order to facilitate the provision of electric power services and related energy services, either separately or bundled, for use by residential and non-residential customers within the Town's geographic boundaries; and

WHEREAS, Town desires to engage Good Energy to perform professional consulting services for Town in relation to the creation, authorization, implementation and management of its community electricity aggregation plan (the "Program"), as defined by, and in compliance with, all applicable provisions of R.I.G.L. §39-3-1.2 and other applicable statutes, regulations and precedent; and

WHEREAS, Good Energy desires to perform the Services as defined in this Agreement, and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements contained in this document, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and approved, the parties, intending to be legally bound, agree as follows:

#### **Provisions**

**I. Performance of the Services.** Good Energy shall perform each of the following activities and services, including all services reasonably inferable from those listed below (collectively, the "Services") with reasonable care and in accordance with the best practices established for electrical aggregation program consulting services:

**A.** Provide the following services:

1. Lead and assist the Town in the preparation of a community electricity aggregation plan (the "Plan") in consultation with the Town, including the following issues, as applicable:
  - Overview of process and consequences of aggregation.
  - Classes of customers that may participate.
  - Program organizational structure.
  - Program operations.
  - Program funding.
  - Rate setting and cost allocation among participants.
  - Entering and terminating agreements.
  - Rights and responsibilities of program participants.
  - Extension or termination of program.

- Renewable energy content and sourcing.

2. Lead and assist the Town with presenting the Plan to the community for comments, revising the Plan as needed, and presenting the Plan and the comments received to the Town Council and other key decision-makers for review and/or approval. Good Energy shall present the draft Aggregation Plan to the Council and the public during the required public hearing process and shall take note of all feedback received during the public hearing process and provide responses to all relevant questions received.
3. Lead and assist with all required consultations and filings with the Rhode Island Public Utilities Commission in regard to the Plan;
4. Lead and assist the Town in the preparation, launch and on-going management of a community electricity aggregation program, consistent with its Plan as determined by the Town;
5. Coordinate the provision of an agreement between the applicable public utility ("Electric Distribution Company" or "EDC," as defined in R.I.G.L. § 39-1-2) and the Town, if required, and coordinate and facilitate communications between the EDC and Town, including the confidential exchange of customer information and other information between the EDC and the Town;
6. Develop the contract terms and conditions for the Electric Service Agreement ("ESA") between Town and the recommended successful competitive supplier(s) and any required customer notifications consistent with the approved Plan. Assist with negotiations of an Electric Service Agreement with the selected licensed competitive supplier, to the extent permitted by law;
7. Provide Town with information on electric power pricing, market trends and any other relevant information to support Good Energy's recommendation for timing of Request for Proposals ("RFP") for electric service. Prepare bid specifications and procure competitive bids from licensed, competitive suppliers for electric service. Assist in analysis of bids to determine most advantageous proposal based on price and other factors, with final decision of bid date and final selection of a competitive supplier(s) being decided by the Town;
8. Engage expert partners to provide analysis of Class I Renewable Energy Credit ("REC") market and assist Town in determining how to source RECs for its default and optional products. Assist Town, along with Good Energy's expert partners, with development and implementation of strategies or programs to support the development of new clean energy resources which may include, but are not limited to, issuing bids for RECs, negotiating contracts with renewable energy brokers or developers, or developing contract terms and conditions for investments in renewable energy projects with renewable energy brokers and developers. Such assistance shall include identification of any regulatory requirements and preparation of any related regulatory filings or submissions;
9. Lead and assist the Town in managing a comprehensive marketing, education and public outreach program for the launch and ongoing operation of the aggregation plan, at no cost to, and with approval of, the Town. Good Energy shall prepare a program website, marketing materials, and other related materials, to be approved

by the Town prior to distribution. The Town will connect the program website to the Town's website. Good Energy shall brief Town staff and engaged community partners to respond to questions during the launch and while the program is in operation;

10. Provide customer "opt-out" consulting services, including but not limited to preparation and management of opt-out notices to be sent to utility customers for the adoption of a municipal authorization of the proposed community electricity aggregation Program and of the customer's right to decline to participate in the Program, determining the validity and accuracy of the eligible customer lists provided by the EDC, and supervision of all other notices and publications required to facilitate the adoption and operation of the Program;
  11. Lead and assist the Town in the operation of its community electricity aggregation program, including conducting regular sweeps to offer program services to new or eligible customers; preparing and mailing of opt-out notices; and enrollment of new customers. To the extent possible, Good Energy will help to manage the relationship between the Town and the competitive supplier and work to resolve any issues to ensure the efficient and effective operation of the community electricity aggregation plan;
  12. In the event any dispute arises under the ESA, Good Energy shall assist the Town in assessing the dispute and responding to any claims consistent with the requirements of the ESA, including negotiating an amendment to the ESA, if warranted. If the Town and Competitive Supplier are unable to resolve the matter and initiate formal dispute resolution provisions or seek other legal remedies, Good Energy will provide technical assistance to the Town. Town acknowledges that Good Energy is not a party to the ESA and that it will be the responsibility of the Town to retain independent legal representation in the event of a formal dispute or litigation;
  13. Monitor developments in the wholesale markets and pricing trends and assist in development of a competitive market for energy supply, including providing marketing and education to attract new wholesale suppliers for community electricity aggregation programs;
  14. Lead and assist Town with the development of an opt-up or green-up program to educate consumers and encourage program participants to elect optional products to support the development of new clean energy resources, and work with Town and expert partners to develop new, innovative green-up products. In the event that Town seeks to run such a program, Good Energy shall develop any associated marketing material and public presentations, subject to Town approval prior to being distributed. For any new programs or product offerings that would be subject to Public Utilities Commission review Good Energy shall prepare such legal documents as may be necessary, subject to review of the Town Solicitor, and conduct proceedings at the Commission on behalf of the Town; and
  15. Provide access for a designated Municipal official to Good Energy's data portal to measure program performance. Produce annual report on program performance including key metrics as determined by the Town.
- B. Give prompt notice to Town should Good Energy acquire knowledge of any fault or deficit in the Program or any nonconformance with the ESA.



- C. Remit to Town after the termination of this Agreement, all files and documents pertaining to the project that have been created, obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials. Good Energy agrees not to copyright or otherwise seek intellectual property protections for any materials developed in conjunction with the program. Good Energy shall retain all rights with respect to proprietary software, systems, and methodologies that are developed in service of all its clients.
- D. Comply with all statutes, ordinances, laws, rules and regulations, which may be applicable to the services provided.
- E. Good Energy shall not subcontract any Services to any person or entity that is not named in this Agreement without the advance written consent of Town, which consent shall not be unreasonably withheld. Any subcontractors shall be experienced and qualified and, to the extent required by law, licensed. In the event the Services of a sub-consultant are approved, Good Energy shall submit copies of any and all licenses and registrations to the Town. Notwithstanding the foregoing, any approval or lack of objection of the Town to any sub-consultant shall not relieve Good Energy of its responsibility for all Services.

## **II. Obligations of Town.**

Town shall:

- A. Obtain, with the cooperation and assistance of Good Energy, all required authorizations: (i) to initiate aggregation of electric load and adopt an aggregation plan pursuant to R.I.G.L. § 39-3-1.2; (ii) to enter into this Services Agreement; and (iii) to enter into an ESA (s) with a competitive supplier(s).
- B. Use reasonable efforts to secure release of data applicable to the Program held by others, including but not limited to residential and non-residential customer account and load information.
- C. Give prompt notice to Good Energy should Town acquire knowledge of any material fault or material deficit in the Program or any nonconformance with the ESA, provided that this provision does not impose upon Town any affirmative duty to inquire of any such fault or deficit, and provided further that the failure of Town to provide such notice shall not relieve Good Energy of its obligations under this Agreement.
- D. Reasonably cooperate in the development of the Plan and all required regulatory consultations, filings and proceedings.
- E. Reasonably assist Good Energy by placing at its disposal all public information necessary for performance of the services for the project, upon reasonable request by Good Energy.
- F. Nothing in this Agreement shall be construed to require the Town to approve an ESA with a competitive supplier.

## **III. Term and Termination.** The Agreement shall commence on the Effective Date and shall continue through the full term, or any extension or early termination, of any ESA(s) between the Town and a competitive supplier entered into during the term of this Agreement, or as otherwise

mutually agreed to by Town and Good Energy. Town may terminate this Agreement at any time by giving Good Energy thirty (30) days' advance written notice. In the event this Agreement is terminated by Town prior to expiration of the current ESA(s), except for termination due to a material default of Good Energy, Good Energy shall be paid the fee included for Good Energy in the ESA for the volume of electricity purchased for the Program by the current competitive supplier(s) from the date of the termination of this Agreement through the expiration of the current ESA(s), including fees related to volumes of electricity purchased during the term of the ESA but billed and paid after the expiration of the ESA, provided that nothing in this Agreement prevents Town from terminating, without penalty or liability under this Agreement, any ESA in accordance with the terms of such agreement or as allowed by law.

**IV. Payment.** Subject to the Town's termination rights described in Section III, Town agrees that Good Energy's fees will be paid by the selected competitive supplier per kWh (volumetrically) for electricity purchased for the duration of the ESA, which fee shall be \$1.00/MWh. In the event the Town elects not to proceed with the Program, Good Energy shall not receive a fee.

**V. Relationship of the Parties.** The parties acknowledge and agree that Good Energy is an independent contractor and is not an agent or employee of Town. Neither Good Energy nor any of its officers, agents, employees, representatives or subcontractors shall be considered an employee, direct or indirect, of the Town within the meaning of any federal, state or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers compensation, industrial accidents, employee rights and benefits, wages and taxes. Nothing in this Agreement shall be construed to create a relationship between Good Energy and Town of a partnership, association, or joint venture.

**VI. Indemnification.**

**A. Professional Liability.** Relative to any and all claims, losses, damages, liability and cost, Good Energy agrees to indemnify, defend and save Town, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by Good Energy or its employees.

**B. Non-Professional Liability (General Liability).** To the fullest extent permitted by law, Good Energy shall indemnify, defend and hold harmless the Town, and its officers, officials, and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of Good Energy, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of Good Energy, its agents, or anyone directly employed by it or anyone for whose acts it may be responsible, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified under this Agreement. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

**C.** The indemnification provisions above are in addition to, and not in limitation of, any other rights and remedies available to the Town under this Agreement, at law, and in equity.

**VII. Insurance.**

- A. Good Energy shall secure and maintain, at its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect itself from any claim arising out of the performance of professional services and caused by negligent acts or omissions for which Good Energy may be legally responsible. Good Energy shall maintain said coverage for the entire Agreement period and for a minimum of one year after completion of the work under the Agreement or the expiration of the Agreement, whichever is later.
- B. In addition to errors and omissions insurance, Good Energy shall also secure and maintain, at its own expense, insurance as set forth in the Certificate of Liability Insurance of Good Energy.
- C. All of the above referenced insurance shall be maintained in full force and effect during the life of this Agreement, and for one year beyond where specified.
- D. Good Energy agrees to require any consultant or sub-consultant providing services under this Agreement to maintain insurance of the type and amounts provided in this section.

#### **VIII. Right to Audit.**

- A. Good Energy represents that the individuals employed by Good Energy in any capacity, including, but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. Good Energy represents and warrants that it has completed the I-9 verification process for all individuals Good Energy has performing services for Town. Town maintains the right to audit the Form I-9s for all individuals Good Energy has performing services for Town. Town will provide Good Energy with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to Town's audit request, Good Energy shall provide copies of all Form I-9s and any supporting documentation for all individuals who Good Energy had performing services for Town at any time subsequent to the date upon which Town gave notice of the preceding Form I-9 audit. Notwithstanding the foregoing, neither the performance nor lack of performance of any audit by the Town, nor any failure of the Town to share the results of any such audit with Good Energy, shall relieve Good Energy of its obligations under this provision.
- B. Good Energy agrees to indemnify, defend and hold harmless Town in accordance with Section VI of the Agreement for any issue arising out of Good Energy's hiring or retention of any individual who is not authorized to work in the United States.
- C. Good Energy agrees to require any consultant or sub-consultant providing services under this Agreement to represent and warrant that any of its employees, subcontractors, agents and independent contractors are authorized to work in the United States and that it has completed the I-9 verification process for all individuals performing services under this Agreement. In addition, Good Energy shall cause any consultant or sub-consultant to indemnify, defend and hold harmless Town in accordance with Section VI of the Agreement for any issue arising out of such consultant's or sub-consultant's hiring or retention of any individual who is not authorized to work in the United States.

#### **IX. Taxes and Certifications.**

- A. Good Energy is subject to and responsible for all applicable federal, state, and local taxes.

- B. Town represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Good Energy upon written request.
- C. Good Energy has the following federal identification number for income tax purposes: 43-2003973.
- X. **Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.
- XI. **Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the duly authorized representatives of both parties in accordance with the laws of the State of Rhode Island and Providence Plantations.
- XII. **Discrimination.** To the extent the following applies, Good Energy shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation the requirements of R.I.G.L. § 28-5-1 *et Seq.*, Title VII of the Civil Rights Act of 1964, Title 11 of the American with Disabilities Act of 1990, and any and all rules, waivers, regulatory guidance and regulations promulgated by the Rhode Island Division of Public Utilities or the Public Utilities Commission.
- XIII. **Confidential and Proprietary Information.**
- A. Notwithstanding anything to the contrary set forth in this Agreement, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature, including trade secrets, pursuant to any applicable statute or regulation. The Parties agree that, except as otherwise provided by law, and subject to the last sentence of this paragraph, any document disclosed by a Party and conspicuously marked on the face of such document as proprietary and confidential shall only be disclosed to officials, employees, representatives, and agents of either Party. Notwithstanding the foregoing, the good faith efforts of Good Energy or the Town to comply with the state Open Meetings and Access to Public Records statutes, or with a decision or order of a court or governmental entity with jurisdiction over the Town, shall not be a violation of this Section.
- B. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than Good Energy's confidential proprietary information, will remain the sole property of the Town. Good Energy must promptly deliver all Data to the Town at the Town's request. Good Energy is responsible for the care and protection of the Data until that delivery. Good Energy may retain one copy of the Data for Good Energy's records, subject to Good Energy's continued compliance with the provisions of this Agreement.
- C. **Limitations on Customer Information.** Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information pursuant to applicable laws and regulations. Town and Good Energy agree that customer-specific information provided to the Town in accordance with the Program and any agreements with the applicable

EDC shall be treated as confidential to the extent required by law and any applicable EDC agreement or tariff. To protect the confidentiality of customer information:

1. Good Energy access to customer information is limited to those authorized representatives or duly licensed consultants of Good Energy, or any authorized third party, who have a legal need to know the information for purposes of this Agreement.
2. Good Energy warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
3. Good Energy and Town acknowledge and agree that customer information remains the property of the Town and that material breaches of confidentiality will constitute a default of this Agreement.

**D. Proprietary Rights, Survival.** The obligations under this Article shall survive the conclusion or termination of this Agreement for two (2) years.

**XIV. Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Rhode Island, in any court of competent jurisdiction. Good Energy agrees to accept service of process by certified mail at the address provided in this Agreement. In the alternative, by agreement of the parties, any such controversy or claim may be submitted for arbitration within the State of Rhode Island pursuant to the applicable rules of the American Arbitration Association.

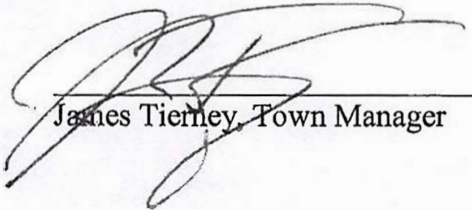
**XV. Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the parties shall in good faith negotiate to replace such provision by a valid, mutually agreeable and enforceable provision which so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**XVI. Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

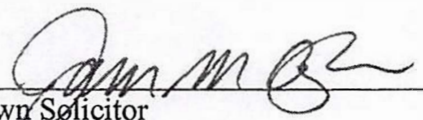
**XVII. Compliance with Laws.** Good Energy shall comply with all applicable laws and regulations in the performance of the Services.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Signature:


 11/23/21  
James Tierney, Town Manager

Approved as to form and correctness:

  
Town Solicitor

**GOOD ENERGY, L.P.**

By: Good Offices Technology Partners, LLC

  
Signature

Maximilian Hoover  
Printed Name

Manager  
Title

**ATTACHMENT 5: ENERGY SOURCE DISCLOSURE LABEL**

***A sample label is provided. Some numbers have been filled in for illustrative purposes. Full instructions for providing and completing the label, with examples, are below.***

## **Instructions**

### Label Frequency

- While the contract is active, provide this label quarterly
- After the contract ends, provide a label(s) once NEPOOL GIS data has been finalized for each calendar year that contains the quarters that the contract was active. Data is considered finalized for a calendar year once Q4 data is available (i.e after June 15 of the following year).

#### Examples:

- Contract is active January 2021 through December 2021
  - Provide one label each quarter from Q1 2021 through Q4 2021
  - Provide one label after June 15, 2022, when NEPOOL GIS data for calendar 2021 is finalized.
- Contract is active January 2021 through December 2022
  - Provide one label each quarter from Q1 2021 through Q4 2022
  - Provide one label after June 15, 2023, when NEPOOL GIS data for calendar 2022 is finalized.
- Contract is active April 2021 through March 2022
  - Provide one label each quarter from Q2 2021 through Q1 2022
  - Provide one label after June 15, 2022, when NEPOOL GIS data for calendar 2021 is finalized.
  - Provide one label after June 15, 2023, when NEPOOL GIS data for calendar 2022 is finalized.

### Table 1: Pricing

- Include pricing for the period the contract is (or was) active

### Table 2A: Planned Sources of Electricity

- Include a row for each calendar year during which the contract is (or was) active

#### Example:

- Contract is active January 2021 through December 2021
    - Include calendar year 2021
  - Contract is active January 2021 through December 2022
    - Include calendar year 2021 and 2022
  - Contract is active July 2021 through June 2022
    - Include calendar year 2021 and 2022
- All percentages in Table 2A should add up to 100%, unless the product is purchasing more GIS certificates than total customer usage.

#### Example:

- Product purchases voluntary RI New RECs equal to 100% of customer's usage, in addition to 16% compliance RECs for 2021.
  - For 2021, RES cell shows 16%, Voluntary cell shows 100%, and Total cell shows 116%



## Instruction

### Table 2B-1 & 2B-2: Actual Sources of Electricity & Air Emissions

- Include data for whole calendar year after NEPOOL GIS data has been finalized for that calendar year (i.e., after June 15 of the following year)
  - If data are not yet available, note that data are not yet available and omit these tables

#### Examples:

- Contract is active January 2021 through December 2021
  - Q1 2021 through Q4 2021 - Data are not yet available
  - After June 15, 2022 - Data for calendar year 2021
- Contract is active January 2021 through December 2022
  - Q1 2021 through Q2 2022 - Data are not yet available
  - Q3 2022 through Q4 2022 - Data for calendar year 2021
  - After June 15, 2023 - Data for calendar year 2022
- Contract is active April 2021 through March 2022
  - Q2 2021 through Q1 2022 - Data are not yet available
  - After June 15, 2022 - Data for calendar year 2021
  - After June 15, 2023 - Data for calendar year 2022

### Table 2B-1: Actual Sources of Electricity

- Each percentage: The number of GIS certificates retired for the product for each fuel in each category as the numerator, and the total customer usage for the product as the denominator.

#### Example:

- Total customer usage for product: 1,000 MWh
  - Total GIS certificates retired for the product for voluntary renewables from solar: 50 MWh
  - Percentage for “Solar” row in “Voluntary” cell =  $50/1,000 = 5\%$
- All percentages in Table 2B-1 should add up to 100%, unless the product is purchasing more GIS certificates than total customer usage.

#### Example:

- Product purchases 100% voluntary RI New RECs, in addition to 16% compliance RECs for 2021.
- Total customer usage for product: 1,000 MWh
- 2021 GIS Certificates for compliance: 160 MWh
- Voluntary GIS Certificates: 1,000 MWh
- Percentage for “Total” cell:  $1,160/1,000 = 116\%$

## Instruction

### Table 2B-2: Air Emissions of Actual Electricity:

- Product Emissions: Sum of applicable emission type for all GIS certificates retired for the product as the numerator, and the total quantity of GIS certificates retired for the product as the denominator. The lowest value possible is 0.

Example:

- 1,000 MWh of GIS Certificates retired, and all 1,000 MWh are 0 lbs/MWh for carbon dioxide emission
  - $(1,000 * 0) / 1,000 = 0 \text{ lbs/MWh}$
- 1,000 MWh of GIS Certificates retired, 500 MWh are 0 lbs/MWh, 400 are 20 lbs/MWh and 100 are 100 lbs/MWh
  - $(500 * 0 + 400 * 20 + 100 * 100) / 1,000 = 18 \text{ lbs/MWh}$

- Product Emissions as Percentage of Regional Average: Product Emissions divided by the Regional Average Emissions.
  - Regional Average Emissions are emissions from the System Mix for New England & Imports report from NEPOOL GIS. Due to banking of renewable certificates, System Mix must be calculated for entire calendar year, ending in Q4.

Example:

- From the NEPOOL GIS calendar year 2020 System Mix for New England & Imports report, carbon dioxide is 638 lbs/MWh
- Emissions Product "A" for carbon dioxide are 35 lbs/MWh
  - $35 / 638 = 5.5\%$
- Emissions Product "B" for carbon dioxide are 700 lbs/MWh
  - $700 / 638 = 109\%$

Electricity Supplier: [Insert Name]

Electricity Product: Local Green 10%

This label provides the following information for the electricity product:

- 1. Pricing terms
- 2. Characteristics of electricity sources
  - a. Planned sources of electricity for each calendar year of the contract
  - b. Actual sources of electricity and air emissions for the most recent one year period

Section 1. Product Pricing:

Pricing in Table 1 is effective from [01/2021] through [12/2023].

Table 1. Product Pricing by Rate Class			
Product	Residential	Commercial	Industrial
Local Green 10%	[\$[XXX]¢/kWh	[\$[XXX]¢/kWh	[\$[XXX]¢/kWh

## Section 2. Characteristics of Electricity Sources

### GIS Certificates for Electricity:

All electricity generated within the ISO New England (ISO-NE) control area and fed on to the New England grid, as well as electricity exchanged between ISO-NE and adjacent control areas, is tracked via the New England Power Pool (NEPOOL) Generation Information System (GIS). For each megawatt hour (MWh) of electricity generated within or exchanged between the ISO-NE control area, whether renewable or not, one serial-numbered, electronic GIS certificate is created. The GIS certificate represents all attributes or characteristics, such as fuel source, air emissions, location, etc. of that one MWh of electricity. The information in this Energy Source Disclosure is based on GIS Certificates obtained and retired by the Supplier.

**[If applicable:** One or more of Supplier's products contain additional attributes based on electricity that was not generated within or exchanged between the ISO-NE control area and therefore has no GIS certificate(s). For detail about these attributes please see [insert link or directions for more detail].]

### Definitions of Electricity Source Categories Used in Section 2:

**Renewable Energy Standard (RES):** the state-mandated minimum amount of GIS certificates from renewable energy retired. 2% may come from Rhode Island Existing Sources (RI Existing) and the remainder must come from Rhode Island New (RI New) sources. Generation for either of these categories must be located in New England or delivered into New England from New York or eastern Canada. The GIS Certificates can come from wind, landfill gas, biomass, solar, small hydroelectric (<30 MW), or anaerobic digestion generating plants. RI New sources began commercial operation after 12/31/1997. RI Existing sources began commercial operation before 1/1/1998.

**Voluntary:** GIS certificates of renewable energy retired in addition to the RES. The Voluntary renewable energy will be entirely from [insert definition of voluntary RECs – for Good Energy: “sources qualified as RI New sources (See RI New definition above) that are located only in New England”].

**Other Known Resources:** Any other GIS certificates for electricity obtained by Supplier from specific generating units.

**Residual Mix:** Supplier may purchase electricity supply from system power contracts, rather than from specific generating units. System power is assigned attributes based on the mix of GIS certificates of sources found on the New England electricity grid that have not been obtained and retired by other entities, referred to as the ‘Residual Mix’. The Residual Mix will largely be non-renewable, because most GIS certificates for renewable energy are obtained to meet the RI RES (and their equivalent in other New England states) or voluntary requirements.

## Section 2A. Planned Sources of Electricity

Table 2A illustrates the electricity source categories from which the Supplier plans to obtain and retire GIS certificates for each customer in each of the calendar years of the contract.

**Table 2A. Planned GIS Certificates as Percentage of Customer Electricity Usage\***

Product	Calendar Year	Electricity Source Category				Total
		Renewable Electricity		Other Known Resources	Residual Mix	
		Renewable Energy Standard (RES)	Voluntary RI New (In addition to RES)			
Local Green 10%	2021	16%	10%	-	74%	100%
	2022	18%	10%	-	72%	100%
	2023	20%	10%	-	70%	100%

\*All percentages in Table 2A are based on customer usage. Customer usage multiplied by the percentage equals the quantity of GIS certificates planned to be obtained and retired.

**[If applicable for Product with voluntary retirement of RECs:** Any voluntary retirement of GIS Certificates from renewable sources increases demand for renewable energy. The more GIS certificates voluntarily retired, the greater the increase in demand.] **[If applicable for Product with over 100% renewable Certificates:** Because this product provides GIS Certificates for renewable energy in excess of 100% of your usage, you are increasing demand for renewable energy above your total electricity usage.]

For definitions of Electricity Source Categories in Table 2A, see Section 2.

## Section 2B. Actual Sources of Electricity and Air Emissions

The following tables shows the actual fuel sources of electricity supply (2B-1) and the resulting air emissions (2B-2) based on GIS Certificates obtained and retired by the Supplier for this product.

Supplier obtains and retires GIS certificates on an annual basis, measured by calendar year, to meet their obligations from Table 2A. The deadline to obtain and retire GIS certificates for a given calendar year is June 15 of the following calendar year; data are available shortly thereafter.

**Insert either:** Data for this contract are not yet available for tables 2B-1 and 2B-2 **OR** Data in tables 2B-1 and 2B-2 cover calendar year [YYYY], the most recent calendar year for which complete data are available and for which which the contract was active.

## Section 2B-1. Actual Sources of Electricity

Table 2B-1 illustrates the electricity source categories and fuels from which the Supplier has obtained and retired GIS certificates for each customer for the period identified in Section 2B.

Table 2B-1. Actual GIS Certificates as Percentage of Customer Electricity Usage*					
Product	Fuel Source	Electricity Source Category			
		RES	Voluntary RI New	Other Known Resources	Residual Mix
Local Green 10%	Solar	-	1%	-	-
	Wind	16%	9%	-	0.76%
	Nuclear	-	-	-	29.04%
	Natural Gas	-	-	-	44.00%
	Other Fuel 1	-	-	-	-
	Other Fuel 2	-	-	-	-
	Other Fuel 3	-	-	-	-
	Other Fuel 4	-	-	-	-
	<b>Sub Total</b>	<b>16%</b>	<b>10%</b>	-	<b>74%</b>
	<b>Total</b>	<b>100%</b>			

\*All percentages in Table 2B-1 are based on customer usage. Customer usage multiplied by the percentage equals the quantity of GIS certificates that have been obtained and retired.

For definitions of Electricity Source Categories in Table 2B-1, see Section 2.

2B-2. Actual Air Emissions of Electricity

Table 2B-2 provides the emissions from each of the products offered and provides a comparison to the New England regional average for all power sources for the time period specified in Section 2B.

Table 2B-2. Actual Air Emissions as Percentage of Customer Electricity Usage			
Product	Emission Type	Product Emissions (Lbs / MWh)	Product Emission as Percentage of Regional Average (100% = Regional Average)
Local Green 10%	Carbon Dioxide		
	Carbon Monoxide		
	Mercury		
	Nitrogen Oxides		
	Particulates		
	Fine Particulates		
	Sulphur Dioxides		
	Organic Compounds		

Emissions for the product are calculated based on the emissions for the GIS Certificates the Supplier has obtained and retired. Average emissions for all power sources are calculated based on the System Mix from NEPOOL GIS, which include all GIS Certificates in the entire system. 100% is the average (baseline) emissions of the System Mix.



## **ATTACHMENT 6: PUBLIC HEARING COMMENTS**

The following is a summary of the public comments received at the Town Council meeting of Monday, May 16, 2022. Questions are not copied verbatim from oral testimony and are edited for clarity. Responses are also included here as they were provided during the hearing.

**Q. Given the number of non-permanent and part-time residents of Narragansett, how will they be informed of the program and its launch?**

A. This is an issue that was raised by Town staff from the very first meetings, and Good Energy will readily take up any advice or best practices that the Town has developed over the years addressing the same issue. Notification letters are sent to the address associated with individual accounts, meaning that usually tenants will receive the notice when they are in charge of providing their own utilities. Also, if out-of-town property owners provide their home address to the utility for purposes of communication, they will also receive the notice at their preferred mailing address. Additionally, Good Energy is committed to on-going education and outreach work at those times when residents are local. Participants may choose to opt-out at any time without fees or additional charges, so they may leave the program upon becoming informed of the program after they return.

**Q. Is participation voluntary?**

A. Yes. No resident or business is required to participate in the program and can opt-out prior to its launch or after its launch at no cost.

**Q. What is the annual cost to the town to administer the program?**

A. There are no direct expenditures by the Town for this program. Existing staff are currently overseeing the program's development and launch while working with Good Energy, who is committed to covering the costs of program development, approval, and outreach.

**Q. Will there be someone available locally to provide customer support?**

A. The program will have a 1-800 customer support line available. Prior to launch, Good Energy will be setting up a call center to provide local support to all of the aggregation programs for which they consult. Additionally, utility customer service representatives will be provided with responses to frequent questions as well as being able to process opt-outs. Good Energy maintains staff in Rhode Island who has appeared before the Council and are available for on-going support to the Town.

**Q. Will there be any disruption to storm response?**

A. Storm response will continue to be administered by the local utility (now PP&L), who is responsible for maintaining the distribution infrastructure.

**ATTACHMENT 7: TEMPLATE ELECTRICITY SERVICES AGREEMENT**

ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the **XX day of \_\_\_\_\_, 20XX** ("Effective Date") by and between \_\_\_\_\_ ("Competitive Supplier"), and the \_\_\_\_\_, a Rhode Island municipality (the "Municipality").

**Recitals**

WHEREAS, the Rhode Island General Assembly has adopted Chapter 3, Section 1.2 of Title 39, entitled "Aggregation of electrical load by municipality or group of municipalities", which among other things, (1) allows for competition in the generation and supply of electricity to consumers, (2) authorizes municipalities to aggregate the electrical load of electricity consumers within their boundaries, and (3) allows municipal aggregators to formulate an aggregation plan and conduct aggregation programs;

WHEREAS, Municipality has developed a Community Choice Electricity Aggregation Program ("Program") to aggregate consumers located within the Municipality and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregators;

WHEREAS, the Municipality has received approval of its Program from the Rhode Island Public Utilities Commission ("PUC") in Docket # XXXX;

WHEREAS, Competitive Supplier, a corporation duly authorized to conduct business in the State of Rhode Island ("Competitive Supplier"), desires to provide All- Requirements Power Supply to consumers located within the Municipality, pursuant to the terms and conditions of the Municipality's Program and this Electric Service Agreement ("ESA"); and

WHEREAS, the Municipality desires that the Competitive Supplier provide All- Requirements Power Supply as an alternative to Last Resort Service for consumers within the Municipality.

NOW THEREFORE, IT IS AGREED THAT, the Municipality and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

## ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 that are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.1 Associated Entities – Any and all of the independent contractors and subcontractors of the Competitive Supplier or of any of its corporate parents or subsidiaries, which provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Local Distributor,

1.2 All-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Participating Consumers at the Point of Sale. This supply service also includes any costs associated with meeting the “Renewable Energy Standard” at the levels required by applicable law throughout the term of the Agreement.

1.3 Bankruptcy - With respect to a Party, such Party (i) ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and, such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, provided that, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

Last Resort

## *Electric Service Agreement*

1.4 Commercially Reasonable - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.

1.5 Competitive Supplier – The corporation identified at the top of page one of this ESA, which is duly authorized to conduct business in the State of Rhode Island.

1.6 Division - The Rhode Island Division of Public Utilities and Carriers or any successor state agency.

1.7 Delivery Term - The period for which prices for All-Requirements Power Supply have been established, as set forth Exhibit A.

1.8 EDI - Electronic Data Interchange: The exchange of business data in a standardized format between business computer systems.

1.9 Effective Date - The date on which this ESA is executed by the Parties (to be determined by the later date, if the Parties execute on different dates).

1.10 Eligible Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity located within the geographic boundaries of the Municipality who receive Last Resort Service as of the Effective Date ("Standard Offer Service Customers"), or New Consumers that subsequently become eligible to participate in the Program at one or more locations within the geographic boundaries of the Municipality. The residential class is comprised of the of rates A-16, A-60; the commercial class is comprised of rates C-06, G-02, S-05, S-06, S-10 and S-14; and the industrial class is comprised of B-32 and G-32. Eligible Consumers shall exclude: (1) Last Resort Service Customers who have asked their Local Distributor to not enroll them in competitive supply; (2) Last Resort Last Resort Service Customers enrolled in a program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service.

1.11 ESA - This Electric Service Agreement.

1.12 Force Majeure - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; storms; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the

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Municipality may not be asserted as an event of Force Majeure by the Municipality; acts or failures to act by the Local Distributor, including, but not limited to, the failure to distribute retail power for any reason; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

1.13 General Communications - The type of communications described and defined in Article 6.6 herein.

1.14 Governmental Authority - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Municipality.

1.15 Governmental Rule - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

1.17 ISO-NE - The New England Independent System Operator, or such successor or other entity that oversees the integrated dispatch of power plants in New England and the bulk transmission of electricity throughout the New England power grid.

1.18 kWh, kW - Kilowatt-hour and kilowatts, respectively.

1.19 Last Resort Service – As defined in R.I. Gen. Laws § 39-1-27.3 and in regulations of the PUC, as amended or promulgated, as the case may be, from time to time. The fixed Last Resort Service Rate is the price of the default generation service supplied by the Local Distributor which is fixed for a period of usually six months.

1.20 Local Distributor - Utility, or any successor company(ies) or entity(ies) providing electricity distribution services in the Municipality.

1.21 NEPOOL - The New England Power Pool.

1.22 New Eligible Consumers – Residential, commercial, industrial, municipal, or other consumers of electricity that become Eligible Consumers after the Effective Date and have not previously elected to opt-out of the Program.

1.23 New Taxes - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Municipality, to be effective after the Effective Date with respect to All-Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to

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### Participating Consumers.

1.24 Opt-Out Notice – As set forth in Article 3.2.

1.25 Participating Consumers - Eligible Consumers enrolled in the Program.

1.26 Parties - The Municipality and Competitive Supplier, as the context requires. In the singular, "Party" shall refer to any one of the preceding.

1.27 Plan - Community Choice Electricity Aggregation Program as adopted or amended by the Municipality from time to time, and as approved by the Commission in Docket # . The Aggregation Plan is a plan developed by the Municipality to aggregate electricity consumers for the primary purpose of negotiating the best rates for the supply of electricity for such consumers.

1.28 Point of Delivery - The point of interconnection between NEPOOL Pool Transmission Facilities and the transmission facilities of the Local Distributor.

1.29 Point of Sale - The electric meter for each Participating Consumer's account, as designated by the Local Distributor.

1.30 Program - Community Choice Electricity Aggregation Program, which is described and implemented consistent with the Plan.

1.31 PUC or Commission - The Rhode Island Public Utilities Commission or any successor state agency.

1.32 RECs – Renewable Energy Certificates which entitle the holder to all environmental, social and non-power attributes from the generation of one megawatt-hour of renewable electricity and which are issued by the New England Power Pool.

1.33 REC Purchase Agreement or RPA – As set forth in Article 9.2.

1.34 REC Supplier – As set forth in Article 9.2.

1.35 Refresh Mailing List – As set forth in Article 3.3.

1.36 Regulatory Event – Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, including without limitation the Local Distributor's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA, including changes to a Governmental Rule that increase or decrease Competitive Supplier's costs. A "change" as used herein includes any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation, providing such "change" was not known or foreseeable as of the Effective Date.

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1.37 Replacement RECs – Renewable Energy Certificates (RECs) to be provided by the Competitive Supplier in the event the REC Supplier defaults under, or terminates, the REC Purchase Agreement prior to termination of the ESA as provided in Article 8.2.

1.38 Retail Price - As set forth in Exhibit A.

1.39 Rhode Island New RECs – RECs that meet all requirements for “New renewable energy resources” as defined in RI. Gen. Laws Section Title 39, Chapter 26 § 2.

1.40 Service Commencement Date - As set forth in Exhibit A.

1.41 Term - As defined in Article 5.1.

1.42 Updated LDC Eligible Customer File – As set forth in Exhibit B.

## ARTICLE 2 RIGHTS GRANTED

### 2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to provide All-Requirements Power Supply to Participating Consumers pursuant to the terms of the Program and this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply All-Requirements Power Supply only to Participating Consumers, and the Local Distributor will continue to have the right and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, Last Resort Service, until changes in law, regulation or policy may allow otherwise. Competitive Supplier further recognizes that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier.

In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out. In the event the Municipality takes any action to materially change its geographic boundaries, during the term of this ESA, the Municipality shall provide notice of the proposed change to Competitive Supplier with reasonable detail, including potential timing and potential impact to the Program load, as soon as reasonably possible, but at least six (6) months prior to the anticipated date of such change. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Local Distributor, and any arrangements which may be necessary with the ISO-NE so that Participating Consumers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality shall specifically authorize the Local Distributor to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Local Distributor. Competitive Supplier shall request consumption data for individual



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Participating Consumers from the Local Distributor via EDI. If further action is required by the Local Distributor to authorize Competitive Supplier to receive such consumption and billing data, the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Consumers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Eligible Consumers and/or the Commission, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

### 2.2 NO THIRD-PARTY BENEFICIARIES

This ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties. This ESA facilitates rights under R.I. Gen. Laws § 39-3-1.2 for Eligible Consumers to purchase electricity from the Competitive Supplier in accordance with the Plan and this ESA. The Municipality has the right, but not the obligation, to advocate on behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

### 2.3 COMPLIANCE WITH LAWS

By entering into this ESA, the parties specifically represent that they have exercised due diligence to review and have fully complied with all relevant regulations and orders of the PUC, Division and any other governmental authorities having jurisdiction over any element of the transactions contemplated by this ESA. Competitive Supplier specifically represents that it has exercised due diligence to review and has fully complied with all relevant regulations and orders of the Federal Energy Regulatory Commission ("FERC").

### 2.4 CONDITIONS PRECEDENT

The Municipality's obligations under this ESA shall be conditioned upon the Competitive Supplier (or, with respect to (c) and (d) below, Supplier's wholesale marketing affiliate) fulfilling the following requirements:

- a) maintain Competitive Supplier's license from the Department (as such term is defined in the Local Distributor's Terms and Conditions for Competitive Suppliers);
- b) execute an Electric Supplier Service Agreement with the Local Distributor in a form reasonably satisfactory to Competitive Supplier;
- c) execute any appropriate ISO-NE applications and agreements;
- d) obtain authorization from the FERC to sell power at market-based rates;
- e) complete EDI testing with Local Distributor; and
- f) provide all other documentation and satisfy all other conditions required by the Local

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### Distributor

If Competitive Supplier has not fulfilled all such requirements by the Service Commencement Date, then the Municipality may terminate this ESA without any liability to the Competitive Supplier.

### 2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

Competitive Supplier acknowledges and agrees that: 1) all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier under this ESA must be protected from disclosure to third parties by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law; 2) the Competitive Supplier does not hold any permanent right, title, or interest in this data; and 3) this data is to be obtained, retained, and used by the Competitive Supplier and its Associated Entities solely to provide All-Requirements Power Supply to Participating Consumers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Consumer data without the prior written consent of the Municipality is strictly prohibited. Pursuant to such authorized use, Competitive Supplier may share such Eligible Consumer data with Associated Entities as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will take reasonable measures to inform any such Associated Entities of the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Consumer data to any third-party, and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. To the extent that the provision of All-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have access to or make use of any Eligible Consumer data, Competitive Supplier and its Associated Entities shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 19.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

## ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

### 3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to R.I. Gen. Laws § 39-3-1.2 and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not unreasonably interfere with the right of Participating Consumers to opt-out of the Program,

and shall comply with any rules, regulations, or policies of the Commission, the Local Distributor, the Division, and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another. Notwithstanding the foregoing, however, the Parties may take Commercially Reasonable measures to encourage Participating Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules

### 3.2 NOTIFICATION TO ELIGIBLE CONSUMERS FOR NEW AGGREGATION

In the event the Municipality is launching a new aggregation, all Eligible Consumers will, as of the Service Commencement Date, be automatically enrolled in the Program under the terms of this Agreement unless they opt-out. The Local Distributor will provide to Competitive Supplier a list of all Eligible Consumers as of the Effective Date including service and billing addresses. Competitive Supplier shall notify each Eligible Consumer:

- (i) about the Program;
- (ii) of the date on which such Eligible Consumer will be automatically enrolled in the Program;
- (iii) that the Competitive Supplier will be providing All-Requirements Power Supply to such Eligible Consumer as of the same date, subject to the opt-out provisions of R.I. Gen. Laws § 39-3-1.2, and the Plan; and
- (iv) of the opt-out procedures under the Plan and as required by applicable laws and regulations..

The Municipality shall specify the design and content of the notice of the opt-out procedures (the "Opt-Out Notice") which may be in color and may include 2 pages in addition to the reply form and language access document, but shall not exceed 2 ounces in weight. Competitive Supplier shall review the Opt-Out Notice and notify the Municipality of any comments or concerns regarding the form or content of the notice. Once the design and content of the notice are finalized, Competitive Supplier shall, at its cost and in accordance with the approved design and content, prepare, print and mail to each Eligible Consumer the Opt-Out Notice at least thirty six (36) days prior to the date of automatic enrollment. The Opt-Out Notice shall:

- i) prominently state all charges to be assessed by the Competitive Supplier;
- ii) provide a summary of the prices and terms included in Exhibit A;
- iii) fully disclose the prices and terms then being offered for Last Resort Service by the Local Distributor;
- iv) state how an Eligible Consumer may opt-out of the Program prior to enrollment and remain on Last Resort Service from the Local Distributor;
- v) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to Last Resort Service or choose a new Competitive Supplier without paying a fee, charge or penalty; and
- vi) include a reply card and postage-paid envelope that Eligible Consumers may use to exercise their opt-out rights.

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In processing Program enrollments, the Competitive Supplier shall ensure that Eligible Consumers shall have thirty (30) days to opt-out plus six (6) days to account for mailing (i.e., three (3) days for the Opt-Out Notice to be delivered to the customer and three (3) days for the reply card to be delivered to the Competitive Supplier. The opt-out period shall end thirty-six (36) days after mailing of the Opt-Out Notice and Program enrollments shall begin no sooner than thirty-seven (37) days after mailing of the Opt-Out Notice.

The Municipality shall also specify the design and content of a postcard (“Postcard Notice”) which may be in color but shall not exceed dimension and weight requirements for First Class mail. The Municipality shall provide the Postcard Notice to Competitive Supplier for review, Competitive Supplier shall notify the Municipality of any comments or concerns regarding the form or content of the notice, and the Parties shall cooperate in good faith to address such comments or concerns. Finalization of the design and responsibility for preparing printing and mailing will be the same as for the Opt-Out Notice. Postcard Notice shall be mailed to each Eligible Consumer at least three (3) days before the initial Opt-Out Notices are mailed.

All Eligible Consumers who do not elect to opt-out of the Program shall then be deemed Participating Consumers and shall be entitled to receive electric supply at the prices listed in Exhibit A and pursuant to the terms and conditions of this Agreement.

If any Opt-Out Notices are returned as undeliverable, the Competitive Supplier shall promptly make Commercially Reasonable efforts to correct any formatting errors and/or utilize data provided by the LDC to identify a correct mailing address and re-send the Opt-Out Notice. Competitive Supplier shall not enroll any Eligible Consumer if the Competitive Supplier is unable to identify a correct mailing address after a first or second Opt-Out Notice is returned as undeliverable..

Once enrolled in the Program pursuant to the procedures described in this Agreement, Participating Consumers may opt out at any time without paying any fee, charge, or penalty.

The Parties acknowledge that any low income discounts provided by the Local Distributor to low income consumers are not impacted by this Agreement.

### 3.3 NOTIFICATION TO NEW CONSUMERS AFTER PROGRAM LAUNCH

Throughout the term of this Agreement Competitive Supplier shall maintain a Master Opt Out File, as described in Article 11, that includes accurate records of a) all consumers in the Municipality that opted out prior to enrollment and after receiving an Opt-Out Notice and b) all consumers that left the Program for any reason after they were enrolled in the Program. Once each month throughout the term of this Agreement, or as otherwise agreed to by the Parties, the Competitive Supplier shall request from the Local Distributor an updated file that includes all consumers in the Municipality that are receiving supply from the Local Distributor at Last Resort Service rates (hereinafter the “Updated LDC Last Resort Service

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File”). Once each month Competitive Supplier shall create a Refresh Mailing List of New Customers that shall include all consumers in the Updated LDC Last Resort Service File and exclude all consumers listed in the Master Opt Out File.

In accordance with the requirements of any applicable Governmental Rules, Competitive Supplier shall notify such New Eligible Consumer listed in the Refresh Mailing List (i) of the date on which such New Eligible Consumers will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All- Requirements Power Supply to such New Eligible Consumers as of the same date, subject to the opt-out provisions of R.I. Gen. Laws § 39-3-1.2, the Plan, and the Program Opt-Out Notice. Competitive Supplier shall mail the Opt-Out Notice, as described in Article 3.1 and 3.2, to each New Eligible Customer listed in the Refresh Mailing List no later than sixty (60) after the Service Commencement Date and then once every month thereafter for the balance of the term of the Agreement, or as otherwise agreed to by the Parties. The Opt-Out Notice shall be mailed to each such New Eligible Consumer prior to the date of automatic enrollment in accordance with the requirements of the Plan, and as described in Article 3.2 above. All Opt-Out Notices and Refresh Mailing Lists of New Eligible Consumers must be approved in advance by the Municipality. Competitive Supplier is not required to mail a Postcard Notice to New Eligible Customers.

All New Eligible Consumers who do not elect to opt-out of the Program shall then be deemed Participating Consumers and shall be entitled to receive electric supply at the prices listed in Exhibit A pursuant to the terms and conditions of this Agreement.

If any Opt-Out Notices are returned as undeliverable, the Competitive Supplier shall promptly make Commercially Reasonable efforts to correct any formatting error and/or use data provided by the LDC to identify a correct mailing address and re-send the Opt-Out Notice. The Competitive Supplier shall not enroll any consumer where the Competitive Supplier is unable to identify a correct mailing address after a first or second Opt-Out Notice is returned as undeliverable.

Once enrolled in the Program pursuant to the procedures described in this Agreement, Participating Customers may opt-out at any time without paying any fee, charge, or penalty.

In providing the notifications set forth in Articles 3.2 and 3.3, and in otherwise conducting the activities in Article 3.5 below, the Competitive Supplier must rely upon information provided to it by the Local Distributor for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with its notification to Eligible Consumers or New Eligible Consumers only to the extent that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Local Distributor or Competitive Supplier in any event.

### 3.4 NOTIFICATIONS TO PARTICIPATING CONSUMERS

Once annually, upon written request, the Municipality may elect for the Competitive Supplier to mail a notice (“Consumer Notice”) to each Participating Consumer. The Municipality shall specify the design and content of the Consumer Notice which may be in color but shall not exceed one (1) page double-sided and the dimension and weight requirements for First Class mail. The Municipality shall provide the Consumer Notice to Competitive Supplier for review, Competitive Supplier shall notify the Municipality of any comments or concerns regarding the form or content of the notice, and the Parties shall cooperate in good faith to address such comments or concerns. Finalization of the design and responsibility for preparing, printing, and mailing will be the same as for the Opt-Out Notice. The Municipality shall specify the date to mail each Consumer Notice, the first of which shall be no earlier than thirty (30) days prior to the Service Commencement Date.

### 3.5 ENROLLMENT

3.5.1 Participating Consumers - All Participating Consumers as of the Effective Date will continue to be enrolled in the Program under the terms of this ESA, at the Retail Prices provided in Exhibit A, unless they opt-out during the period specified in the Plan. The Municipality shall authorize the Local Distributor to provide to Competitive Supplier a list of Participating Consumers as of the Effective Date, as well as such Participating Consumer’s service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.5.2 New Eligible Consumers - If New Eligible Consumers elect not to opt-out of the Program as provided in Articles 3.2 and 3.3, such New Eligible Consumers will be automatically enrolled by Competitive Supplier in the Program. Competitive Supplier shall enroll such New Eligible Consumers in accordance with applicable Governmental Authority and Local Distributor rules and in the meter read month stated in the Opt-Out Notice. Residential and small commercial New Eligible Customers shall be enrolled in the Program at the rates reflected in Exhibit A. However, without exception, a New Eligible Large Commercial or Industrial Consumer may only be enrolled in the Program at a fixed rate based on its individual pricing determinants and prevailing market conditions as determined by the Competitive Supplier (“Market Rate”). After the Service Commencement Date, if a Large Commercial or Industrial Customer is erroneously enrolled, or offered enrollment, at a price other than the Market Rate, Competitive Supplier shall notify such customer, and the Municipality’s Consultant, by telephone or mailing, of the error and that the consumer will not be enrolled, or will be returned to Last Resort Service, unless the customer opts-in to the Program at the Market Rate by contacting the Competitive Supplier within ten (10) days of receipt of such notice and authorizing release of the customer’s electric usage information

3.5.3 Re-enrollment by Eligible Consumers - At any time during this ESA, Eligible Consumers who have previously opted out of the Program may request that they be re-enrolled in the Program. Competitive Supplier shall provide All-Requirements Power Supply to such residential and small commercial Eligible Consumers at either the Retail Prices

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reflected in Exhibit A, or a price determined by the Competitive Supplier based on then-prevailing market conditions. All other customers that opt-in shall be enrolled at a market-based price determined by the Competitive Supplier based on the then-prevailing market conditions. Following mutually agreed upon procedures, the Competitive Supplier is responsible for accurately and promptly transmitting information regarding Eligible Consumers to the Local Distributor. The Competitive Supplier shall be responsible for enrolling all Eligible Consumers through EDI transactions submitted to the Local Distributor for initial enrollment in the aggregation and all enrollments thereafter.

3.5.4 Eligible Consumers Served by Third-Parties - Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that Consumers under such third-party competitive supply programs may affirmatively opt-in and receive All-Requirements Power Supply. Residential and small commercial Consumers which opt-in shall be enrolled in the Program at the rates reflected in Exhibit A. All other Consumers that opt-in may be enrolled at a price determined by the Competitive Supplier based on the then-prevailing market conditions.

### 3.5.5 Handling of Enrollment Rejections.

#### 3.5.5.1 Rejections if transitioning from a previous ESA to this ESA.

The following rejections require the Competitive Supplier to reach out to the LDC to correct:

- Account name does not match account (ask for new name and name key);
- Service is not eligible (contact LDC to get correct code or search your database for another enrolled account on same street to get code);
- Invalid service identifier; and
- Special conditions apply.

In these cases, the LDC should either manually enroll the account or provide Competitive Supplier the information to update the system and resubmit the enrollment.

#### 3.5.5.2 Rejections if a Consumer Contacts the Competitive Supplier to Opt-in Via Phone or Online Form.

a) The following rejections require the Competitive Supplier to reach out to the LDC to correct:

- Account name does not match account (ask for new name and name key);
- Service is not eligible (contact LDC to get correct code or search your database for another enrolled account on same street to get code);
- Invalid service identifier; and
- Special conditions apply.

In these cases, the LDC should either manually enroll the account or provide Competitive

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Supplier the information to update the system and resubmit the enrollment. If Competitive Supplier cannot resolve the rejection, Competitive Supplier shall contact the customer as in 3.5.5.2(b).

b) The following rejections require the Competitive Supplier to contact the customer.

- Supplier block / Consumer Account Block;
- Consumer enrolled;
- Account not found;
- Account exists but is not active; and
- Any other rejection not included in 3.5.5.2(a).

In these cases, Competitive Supplier may contact the consumer via an email that alerts customer that they could not be enrolled, that they must take action, and that they may need to complete a new enrollment request. If consumer does not take action, Supplier shall have no further responsibility. Alternatively, Supplier may propose to the Municipality another consumer communication that serves to notify consumers and provide guidance on next steps to resolve the issue.

## ARTICLE 4 - TERMINATION OF SUPPLY SERVICE

### 4.1 PURCHASE OF RECEIVABLES

The PUC, in Docket #5073, approved of a Purchase of Receivables ("POR") program that has been implemented by the Local Distributor. With the implementation of POR, the Parties agree to follow the terms and conditions of that program, and any other applicable regulations or tariff provisions as approved by the PUC.

## ARTICLE 5 TERM OF CONTRACT AND TERMINATION

### 5.1 TERM

This ESA shall commence on the Effective Date and terminate on the last day of the Delivery Term as stated in Exhibit A unless extended in accordance with the terms of this ESA; provided, however, that Competitive Supplier's obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate as of the last day of the Delivery Term as stated in Exhibit A, unless terminated earlier under Article 5.2 below ("Term"). The Term may be extended at any time pursuant to Article 5.4.

### 5.2 TERMINATION

This ESA may be terminated at any time upon written notice:

a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 10, but excluding the failure to provide or arrange for All-Requirements Power Supply, which is addressed in Article 5.2(d)), within sixty (60) days following written notice to do so by the non-breaching party; or



b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if the Department exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or

c) by the Municipality, (i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to Bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in Bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to Bankruptcy, insolvency or other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or

d) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for All-Requirements Power Supply to Participating Consumers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this Agreement upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide All-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Local Distributor, or the ISO-NE, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 5.2(a).

### 5.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA, and Competitive Supplier shall continue to have the right to collect all monies due for electricity delivered to that date. If following termination of the ESA Municipality has chosen a new supplier for its Program, Competitive Supplier shall assist in the transition to the new supplier by providing all Program information in its possession to the Municipality or the new supplier on a timely basis, including all updated reports pursuant to Article 12 and Exhibit B, excluding any information recognized by law as confidential and proprietary to the Competitive Supplier.

The Competitive Supplier specifically waives all rights it may have at law or equity to claim that the Municipality has no standing or otherwise lacks the authority to seek monetary damages on behalf of individual Participating Consumers in the event of a breach of the ESA by the Competitive Supplier. The Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with the rules and regulations set forth by the EBT Working Group.

#### 5.4 EXTENSION

The term of this ESA may be extended beyond the termination date established in Article 5.1 by mutual, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A-2. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by either Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

#### ARTICLE 6 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

##### 6.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care and comply with all applicable Governmental Rules; and shall exercise all reasonable efforts to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver an uninterrupted supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Consumers; and that, at all times with respect to Participating Consumers, it exercises good practice for a Competitive Supplier and employs all Commercially Reasonable skills, systems and methods available to it.

##### 6.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain reasonable customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Local Distributor. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions, and transact business with respect to the service received from Competitive Supplier. The Municipality will post Program-related information on the Municipality's website which will be available to Participating Consumers for general information, product and service information, and other purposes.

As part of the procedures to be provided to Municipality in Article 10, Competitive Supplier shall, upon written request, provide Municipality the applicable scripts or other materials to be used by its customer service staff when contacted by a consumer related to this ESA.

Municipality may suggest edits or adjustments to these scripts or other materials, and Competitive Supplier shall make any changes that are mutually agreeable.

### 6.3 RESPONDING TO REQUESTS FOR INFORMATION

The Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier acknowledges and understands that such information requests are or may be time sensitive and will respond within any time constraints notified by the Municipality, pursuant to applicable access to public information laws specifically Title 38 of Rhode Island General Laws. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 6.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 6.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to complaints or inquiries from Participating Consumers, or to comply with any provision of the Plan or regulation of the Department or Attorney General regarding customer service. Notwithstanding and without limiting the provisions of Article 14, Competitive Supplier agrees to indemnify, defend, and hold harmless the Municipality for any liability, fines or penalties incurred because of the failure of Competitive Supplier to timely and appropriately respond to information requests governed by applicable access to public information laws.

### 6.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with the ISO-NE, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of firm All-Requirements Power Supply (free of all claims, security interests or others encumbrances) to the Local Distributor for delivery to Participating Consumers, and exercise all Commercially Reasonable efforts to cooperate with the NEPOOL, the ISO-NE or any other entity to ensure a source of back-up power in the event that Competitive Supplier is unable to deliver All-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Consumers, the Competitive Supplier shall make all such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Consumers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Consumers in the event that, through no fault of the Competitive Supplier or its Associated Entities, the Local Distributor disconnects, curtails or reduces service to Participating Consumers (notwithstanding whether

such disconnection is directed by the ISO-NE)

## 6.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Eligible Consumers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (e.g., residential, commercial, municipal, industrial) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the Rhode Island General Laws, the regulations of the Department, and other applicable provision of law. To the extent required by law and/or the conditions of any Governmental Authority approval of this ESA, the Competitive Supplier may not deny service to an Eligible Consumer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Consumer's failure to pay bills from the Competitive Supplier, subject to any provisions of law or applicable PUC orders or regulations, or Division rules and regulations. Provision of electric energy supply shall be subject to Competitive Supplier's standard credit policies, to the extent permitted by law, as described in Exhibit A.

## 6.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall provide a copy of such communications to the Municipality for its review to determine whether it is consistent with the purposes and goals of the Municipality, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer). The Municipality shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Public Utilities Commission or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 6.6, may nevertheless elect to send such General

Communication provided that it: (i) clearly indicates on such mailing that it has not been endorsed by the Municipality, (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications, (iii) has stated in connection with such chance to opt not to receive such communications that "the Municipality wants to protect Eligible Consumers from receiving marketing materials if you do not wish to do so," and (iv) has otherwise sought input from the Municipality as to the means by which Eligible Consumers are given a chance to remove their names from any list which may receive General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality.

The Competitive Supplier may only communicate with Participating Consumers and/or use the lists of Eligible Consumers and Participating Consumers to send educational materials, opt-out notices or other communications essential to the operation of the Program at the direction of the Program. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Consumers or Participating Consumers

## 6.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly, and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality to include no less than three (3) inserts per year into such communications, provided that the Municipality pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) business days; and (ii) that no approval shall be necessary for any communication which has been ordered by the Public Utilities Commission or any other Governmental Authority to be so communicated.

## 6.8 PARTICIPATING CONSUMER LISTS

### 6.8.1 Consumer Lists

To the extent not prohibited by any Governmental Rule or expressly by any Participating Consumer(s), the Competitive Supplier shall, upon request of the Municipality, provide a list of the Participating Consumers being served by the Competitive Supplier, including such reasonable identifying and aggregate consumption information as the Municipality may also request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide such Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month.

## 6.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

## 6.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Municipality's assistance in obtaining such consent or approval and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated dollar amount, reasonably incurred by the Municipality in connection with such efforts.

## ARTICLE 7 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the supply or delivery of All-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under R.I. Gen. Laws § 39-3-1.2 and includes negotiating the terms and conditions under which All- Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of All-Requirements Power Supply to Participating Consumers. The Parties agree that Municipality is not an "electric distribution company", "electric transmission company", "distribution facility", "public utility", "generation company" or "transmission facility" within the meaning of R.I. Gen. Laws § 39-1-2 as a result of this ESA, unless a court, the PUC, or other lawful authority shall adjudicate to the contrary; provided, however, that the Municipality may be considered to be operating a municipal load aggregation plan pursuant to R.I. Gen. Laws § 39-3-1.2. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, which would make the Municipality liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery or supply of All-Requirements Power Supply.

## ARTICLE 8 PRICES AND SERVICES; BILLING

### 8.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide All-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA. The Municipality authorizes Good Energy, L.P., or its lawful successor, (i) to communicate all

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supply, procurement, pricing, and timing decisions on the Municipality's behalf, as applicable, during the Delivery Term, and (ii) to work directly with the Competitive Supplier to establish rates for future delivery terms/pricing periods as further described in Exhibit A, subject to final approval of the Municipality.

### 8.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide All-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs provided such Participating Consumers are eligible under the applicable regulations and tariffs of the Local Distributor.

### 8.3 METERING

The Local Distributor will be responsible for any metering which may be required to bill Participating Consumers in accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers.

### 8.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

#### 8.4.1 Title

Title to All-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers, the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

#### 8.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. Competitive Supplier shall, or shall cause the Local Distributor or any other entity, to prepare and mail bills to Participating Consumers monthly. If the Competitive Supplier arranges for the Local Distributor to perform billing services, the Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor to its Eligible Consumers on Last Resort Service unless the Competitive Supplier and Local Distributor otherwise agree. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

#### 8.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Local Distributor under its distribution service tariff or local transmission costs as may be imposed by the regional power pool, ISO-NE, or individual electric utilities that have FERC transmission tariffs. The Competitive Supplier understands that these costs will be collected by the Local Distributor. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Consumers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

#### 8.4.4 Taxes

All sales, gross receipts, excise, or similar taxes imposed with respect to the sale or consumption of All-Requirements Power Supply shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall be responsible for all taxes that are required by law to be imposed upon a purchaser of electricity and are associated with electricity consumption under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes imposed on Competitive Supplier's income.

### ARTICLE 9 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

#### 9.1 RENEWABLE ENERGY STANDARD

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with the applicable provisions of R.I. Gen. Laws § 39-26 et. seq., and any regulations, orders or policies adopted pursuant thereto.

#### 9.2 PROVISION OF RECs

Competitive Supplier will enter into a REC Purchase Agreement ("RPA") Pursuant to the RPA, REC Supplier will provide, and Competitive Supplier will purchase, RECs to support the Municipality's programs as described in Exhibit A of the RPA. Competitive Supplier shall include the REC's purchased from the REC Supplier in the All-Requirements Power Supply to be provided to the Municipality under the ESA. Competitive Supplier shall include all costs of such RECs in the price for All-Requirements Power Supply as provided in Exhibit A of this ESA. In the event REC Supplier defaults under, or terminates, the RPA prior to the termination of this ESA, Competitive Supplier shall procure and provide



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Replacement RECs for the continuing term of the ESA sufficient to support the Municipality's programs as described in Exhibit A of the RPA. In the event the price of the Replacement RECs is greater than the price paid under the RPA, the Municipality shall have the option to: (1) reduce the quantity of the Replacement RECs to a level such that the aggregate cost of the Replacement RECs is the same as the aggregate cost of the original remaining RECs to be provided under the RPA; or (2) increase the Retail Price in an amount sufficient to offset the additional cost associated with the Replacement RECs. If the cost of the Replacement RECs is less than the price of the RECs under the RPA, the Municipality shall have the option: (A) to increase the quantity of the Replacement RECs to a level such that the aggregate cost of the Replacement RECs is the same as the aggregate cost of the original remaining RECs to be provided under the RPA; or (B) decrease the Retail Price in an amount sufficient to offset the reduction in the cost associated with the Replacement RECs.

### ARTICLE 10 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it and its Associated Entities shall comply with the provisions of 810-RICR-10-00-1, 815-RICR-30-05-1 and 815-RICR-30-05-02, as applicable to Competitive Suppliers, and any amendments thereto, and any code of conduct or policies that may be adopted by a Governmental Authority. The Competitive Supplier shall, at least thirty (30) days prior to the Service Commencement Date, provide a written description of its billing and termination procedures, customer services, confidentiality, and related practices and procedures for review and approval by the Municipality (which approval shall not be unreasonably withheld). Such written description shall also include the Competitive Supplier's plans for complying with the "opt-out" provisions of R.I. Gen. Laws § 39-3-1.2 and for handling consumer complaints, including any arbitration procedures. If the Participating Consumer(s) so permit(s) or to the extent such permission is required by law or the terms of any Governmental Authority order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Municipality of any consumer complaints received from a Participating Consumer, and the Municipality shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by Commission or Division regulations and other applicable law. The use of practices and procedures which materially fail to comply with Commission or Division regulations and policies shall be deemed grounds for termination of this ESA at the discretion of the Municipality after providing written notice of such failure to the Competitive Supplier.

Competitive Supplier and the Municipality acknowledge that they have entered into the Information Security Addendum governing treatment of personal information as provided in Exhibit D.

In addition, and in accordance with R.I. Gen. Laws § 39-1-27.1 and 815-RICR-30-05-1.5, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Consumer may contact the Division consistent with the provisions of 815-RICR-30-05-1.5.

## ARTICLE 11 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees that it shall conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees.

## ARTICLE 12 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

### 12.1 POWER SUPPLY INFORMATION

#### 12.1.1 Monthly Reports

Competitive Supplier shall provide the Municipality or its agent with monthly reports as described in Exhibit B. The monthly reports will be due to the Municipality or its agent within ten (10) business days following the last day of each month unless otherwise noted in Exhibit B. This information shall be provided in electronic format.

#### 12.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer- related data in electronic form including utility account number, billing name, billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. Competitive Supplier will make such data available to the Municipality or its agent upon request within forty-five (45) days of the request. A violation of this Article 12.1.2 shall be grounds for termination under Article 5.2(a).

#### 12.1.3 Standard of Care

Competitive Supplier shall use all Commercially Reasonable efforts in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall notify the Municipality and provide the correct information or data to the Municipality or its agent within a Commercially Reasonable time

### 12.2 DISCLOSURE LABEL

Within fifteen (15) days of the end of each calendar quarter that occurs during the term of this ESA, Competitive Supplier shall present a copy of the current "Disclosure Label" required by the R.I. Gen. Laws § 39-26-9 to be disclosed to Participating Consumers which shall include information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier. The Disclosure Label shall include in its title the quarter that has just ended (e.g., Q1 2022). The Disclosure Label shall

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use the most recent data available as of the time the report is produced and shall note the dates to which the data applies. Competitive Supplier may be required to deliver one final Disclosure Label after termination of this ESA. The provisions of this Article 12.2 shall survive the termination of this ESA.

### 12.3 BOOKS AND RECORDS

Competitive Supplier shall keep their books and records in accordance with any applicable regulations or guidelines of the Commission, the FERC, and any other Governmental Authority. The Municipality will have access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality, Competitive Supplier shall provide backup for any charge under this ESA questioned by the Municipality free of charge.

### 12.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable written request, and within a Commercially Reasonable amount of time, Competitive Supplier shall provide to the Municipality a copy of each public periodic or incident-related report or record relating to this ESA which it files with any Rhode Island or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential.

## ARTICLE 13 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

### 13.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the State of Rhode Island without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in Rhode Island or appropriate state court sitting in the Rhode Island county in which the Municipality is located, to whose jurisdiction the parties hereby assent, waiving all objections to venue or forum.

### 13.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 13.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties may seek judicial enforcement subject to the provisions of this ESA.

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Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to the procedure set forth herein to prevent irreparable harm that would be caused by a breach of this ESA.

### ARTICLE 14 INDEMNIFICATION

#### 14.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality ("Indemnified Party") and the Indemnified Party's officials, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorney's fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the actions of the ISO, Local Distributor, the Municipality or its employees or agents, or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

#### 14.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality seeks indemnification and, for third party claims, defense of such pursuant to this Article 14, it shall notify Competitive Supplier of the existence of a claim as soon as practicable after learning of such claim, describing with reasonable particularity the circumstances giving rise to such claim. Within thirty (30) calendar days of receipt of such notice from the Municipality, the Competitive Supplier will provide written acknowledgment that it will assume the defense and indemnification of such claim. If the Competitive Supplier assumes defense of third party claims, it may assert any defenses that are or would otherwise be available to the Municipality. If Competitive Supplier does not provide such acknowledgement, or refuses to assume such defense or indemnification, the Municipality may exercise such rights and remedies available to it under this ESA.

#### 14.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 14 shall survive the termination of this ESA.

#### 14.4 DUTY TO MITIGATE

Each Party agrees that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party's performance or non-performance of this ESA.

## ARTICLE 15 REPRESENTATIONS AND WARRANTIES

### 15.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the Municipality as of the Effective Date of this ESA as follows:

- a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action, and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;
- d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid, and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the Municipality in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- e) no Bankruptcy is pending against it or to its knowledge threatened against it;
- f) none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Municipality pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- g) all information furnished by Competitive Supplier in response to the request for bids for competitive electric supply services is true and accurate.

### 15.2 BY THE MUNICIPALITY

As a material inducement to entering into this ESA, the Municipality hereby represents and warrants to Competitive Supplier as of the effective date of this ESA as follows:

- a) this ESA constitutes the legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law;
- b) the execution, delivery, and performance of this ESA are within the Municipality's powers, have been or will be duly authorized by all necessary action;
- c) the Municipality has all authorizations from any local or state Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such

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authorization becomes due; and

d) no Bankruptcy is pending or threatened against the Municipality.

### ARTICLE 16 INSURANCE

16.1 In order to help support the indemnifications provided in Article 14, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Effective Date and throughout the term of this ESA, unless otherwise specified, comprehensive commercial general liability insurance of at least \$3,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the State of Rhode Island and satisfactory to the Municipality. A certificate that each such insurance coverage is in force and effect as of the Effective Date and listing the Municipality as an additional insured on all policies under this ARTICLE 16 shall be submitted fifteen (15) days after the Effective Date and thereafter whenever renewed or requested by the Municipality. Failure to provide a certificate of insurance shall be a material breach, subject to cure, under Article 4.1(a) herein. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the Municipality.

16.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements which are “claims made” policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts which comply with these requirements and which provides for retroactive coverage to the date of the cancellation or non-renewal of the prior “claims-made” policy. With respect to all “claims made” policies that have been renewed, the Competitive Supplier shall provide coverage retroactive to the Effective Date under this ESA. All said substitute or renewed “claims made” policies shall be maintained in full force and effect for three (3) years from the date of the termination of the ESA.

16.3 Competitive Supplier, to the extent required by law, must provide worker’s compensation insurance meeting all applicable state and federal requirements.

### ARTICLE 17 CONFIDENTIALITY

Competitive Supplier acknowledges that the Municipality is subject to public records laws, including without limitation, R.I. Gen. Laws § 38-2 et. seq., and that this Agreement is a public record subject to disclosure there under. To the extent not prohibited by such laws, each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates) or use for any other purpose (except with written authorization, such authorization not to be unreasonably withheld), any information received from the other that is confidential or proprietary in nature unless legally compelled (by deposition, inquiry, request for production of documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction, or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other Governmental Authority, or by requirements of any securities law or regulation or other

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Governmental Rule) or as necessary to enforce the terms of this ESA. The Party receiving confidential or proprietary information shall have no obligation with respect to such information which: (i) is or becomes generally available to the public other than as a result of disclosure by the receiving Party; (ii) was in its possession prior to disclosure hereunder and which was not acquired directly or, to the Party's knowledge, indirectly from the disclosing Party; (iii) was received from a non-party to this ESA who to the receiving Party's knowledge, was not subject to a confidentiality agreement or fiduciary obligation regarding information; or (iv) was independently developed by the receiving Party without reference to the information.

Either Party may disclose confidential information, to the extent required to fulfill its obligations under this Agreement, to its affiliates, and to its officers, directors, employees, attorneys and accountants, and to Associated Entities. This ARTICLE 17 shall survive the termination of this ESA for a period of two (2) years.

If either Party is compelled to disclose any confidential information of the other Party, such Party shall request that such disclosure be protected and maintained in confidence to the extent reasonable under the circumstances and use reasonable efforts to protect or limit disclosure with respect to commercially sensitive terms. In addition, notwithstanding the public records laws referenced above, such Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to enable the other Party to seek an appropriate protective order or other remedy, and such Party shall consult with the other Party with respect to the other Party taking steps to resolve the scope of any required disclosure. In the event the Competitive Supplier requests the Municipality's assistance in protecting the confidentiality of information and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine if it continues to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated amount, reasonably incurred by the Municipality in connection with such efforts.

For the avoidance of doubt, the information related to this ESA that is considered confidential and proprietary in nature shall include the following:

- a) any account information related to the Participating Consumers including, without limitation, historic usage data, metering, and billing and payment information;
- b) any information regarding transactions entered into by Competitive Supplier and any third parties in connection with the provision of All-Requirements Power Supply;
- c) any list of Participating Consumers;
- d) any information disclosed by a Party during any settlement discussions;
- e) Competitive Supplier's insurance policies;
- f) any financial security instrument(s) provided by Competitive Supplier;
- g) any non-public information provided by Competitive Supplier; and
- h) any information that either Party should reasonably understand to be confidential and proprietary by virtue of the sensitive nature of the information.

Notwithstanding, the information related to this ESA that is considered confidential and proprietary in nature shall be expressly marked “CONFIDENTIAL” and shall be marked with a name and contact information of the person to contact for notification in the event of possible disclosure. Without limiting the provisions of this Article or Article 14, Competitive Supplier agrees to indemnify, defend, and hold harmless the Municipality for any liability, fines, or penalties incurred by the Municipality should its reasonable efforts to comply with Article 17 cause an alleged or actual violation of applicable public records laws.

## ARTICLE 18 REGULATORY EVENT

If, after the Effective Date, a Regulatory Event occurs or New Taxes are imposed, and such event or taxes have a direct, material and adverse effect on the economic benefits to a Party to this Agreement, the affected Party shall send written notice to the other Party, setting forth the Regulatory Event or New Taxes and reasonably demonstrating the effect of the same on the affected Party. Upon delivery of such notice, the Parties shall use reasonable efforts to negotiate an amendment to this Agreement to mitigate such effect. Alternatively, if as a direct result of such a Regulatory Event or New Taxes, Competitive Supplier incurs additional, material costs, which costs are not recovered by Competitive Supplier pursuant to Exhibit A, Competitive Supplier shall provide a written notice to the Municipality that documents: a) the effective date of the Regulatory Event or New Tax; b) a detailed explanation and reasonable demonstration of the material costs incurred as a result of the Regulatory Event or New Tax; c) the timing of the cost impacts to be incurred by the Competitive Supplier; d) the proposed price increase per kWh to be passed on to Participating Consumers; and e) a proposed plan for coordinating with the Local Distributor for an increase in price to be billed by the Local Distributor designed to reimburse the Competitive Supplier for such cost impact. If the Parties are not able to agree on an amendment to this Agreement or reimbursement contemplated by this section, and the ESA is expected to terminate within 12 months or less, the Competitive Supplier may implement the Retail Price Adjustment after completing the actions described above in (a) through (e) of this Article, but the matter will then be subject to dispute resolution in accordance with Article 13.2, and if the result of such dispute resolution process is a finding or ruling that the Competitive Supplier was not entitled to a Retail Price Adjustment, in whole or in part, the Competitive Supplier shall issue refunds to all Participating Customers affected by the Retail Price Adjustment within sixty days of such determination. . In no event shall a price change become effective without providing Participating Consumers with a 30-day advance notice of the price change.

## ARTICLE 19 MISCELLANEOUS

### 19.1 NO ASSIGNMENT WITHOUT PERMISSION

Competitive Supplier shall not assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be denied at the reasonable discretion of the Municipality, including if the proposed assignee



## *Electric Service Agreement*

does not have the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. Notwithstanding the above, the Competitive Supplier may assign this Agreement without the Municipality's consent to (a) an affiliate, or (b) a purchaser of all or substantially all of the Competitive Supplier's business (assets or equity) related to this ESA. Any assignment, regardless of whether consent is required, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least 45 days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA; (iii) Competitive Supplier and such assignee shall, at least forty-five (45) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA; and (iv) Competitive Supplier shall cure all defaults of this ESA, if any, of Competitive Supplier existing at the time of assignment.. The Municipality may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

### 19.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer. Broad-based programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing." Any lists of Eligible Customers/Participating Consumer may not be used by Competitive Supplier to market any additional products or services to Eligible Customers or Participating Customers without the Municipality's written permission.

### 19.3 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

*Electric Service Agreement*

If to Competitive Supplier:

With copy to:

If to Municipality:

Mr. Charles de Casteja  
Good Energy, L.P.  
232 Madison Avenue, 3<sup>rd</sup> Floor  
New York, NY 10016  
Phone: 212-792-0222  
Fax: 212-792-0223  
charles@goodenergy.com

and

Municipal Contact

Address

Address

Phone:

Fax:

Email

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 19.3 by giving notice thereof in the manner required herein.

#### 19.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the Municipality in the manner set forth in Article 19.3. In the event that the name or telephone number of any such contact person for the Municipality changes, prompt notice shall be given to the Competitive Supplier in the manner set forth in Article 19.3.

#### 19.5 ENTIRE ESA; AMENDMENTS

## *Electric Service Agreement*

This ESA, including the Plan incorporated by reference in Section 19.13, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto.

### 19.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2) weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of sixty (60) days or longer, either Party may terminate this ESA by sending the other Party a written notice as set forth in Article 5.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with applicable rules and regulations.

### 19.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorney's fees and expenses.

### 19.8 NO JOINT VENTURE

Competitive Supplier will perform all obligations under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Municipality and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

### 19.9 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

#### 19.10 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

#### 19.11 COMMISSION

The Parties acknowledge that the Price for energy as described in Exhibit A includes a commission fee equal to \$0.001 (1 mil) per kWh of Participating Consumers actual usage for the duration of the ESA payable to Good Energy, L.P., the consultant hired by the Municipality to develop, implement, and administer the Program. The Competitive Supplier agrees to include the commission fee in the Price for energy and to make the monthly commission payments on behalf of Participating Consumers to Good Energy, L.P. for the term as provided for in this ESA. The commission fees shall be paid ten (10) business days following receipt by Competitive Supplier of the corresponding monthly payments from Participating Consumers or Local Distributor, as applicable. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

#### 19.12 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective if made in writing and signed by the Party who is making such waiver.

#### 19.13 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the form as it exists on the Effective Date of this ESA, is incorporated into this ESA by reference, and that it shall be construed harmoniously to the greatest practicable extent; notwithstanding the foregoing, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The Municipality will provide Competitive Supplier with amendments to the Plan as they are adopted; provided, however, that such amendments are not incorporated into this ESA as a result of such adoption. Any amendments hereto must be made in accordance with Article 19.5 of this ESA.

#### 19.14 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use, whether directly or through any of its Associated Entities, the name of the Municipality, or make any reference to the Municipality in any

## *Electric Service Agreement*

advertising or other information to be distributed publicly for marketing or educational purposes, unless the Municipality expressly agrees to such usage. Any proposed use of the name of the Municipality must be submitted in writing for agreement and prior approval. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license, or interest in this trademark and/or trade name is granted to the Municipality hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

### 19.15 PRESS RELEASES

The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this ESA, such cooperation to include agreement as to the form, substance, and timing of such formal press release.

### 19.16 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only and are not to be considered in construing this ESA.

### 19.17 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the Municipality or the Competitive Supplier of any obligation accrued or accruing prior to such termination.

### 19.18 REMEDIES

#### 19.18.1 General

Subject to the limitations set forth in Article 19.20.2 below and Article 5, the Municipality and the Competitive Supplier reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

#### 19.18.2 Limitations

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party's rights to seek direct damages. The limitations set forth in this Section shall not apply to claims of the Municipality against Competitive Supplier for indemnification of third-party claims under Article 14 for consequential, punitive, or incidental damages or other losses claimed by third parties, provided, however, that the aggregate limit on Competitive Supplier's indemnification obligations pursuant to this

### *Electric Service Agreement*

provision except for any damages caused by the fraud of the Competitive Supplier or damages arising from third party claims, shall not exceed the greater of (i) \$10,000,000, or (ii) fifty percent (50%) of Competitive Supplier's annual gross receipts (price per kWh volumes sold) received under this ESA in the most recent twelve (12) month period.

#### 19.21 Governing Law/Venue

Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation, or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Rhode Island, in any court of competent jurisdiction.

*Electric Service Agreement*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as required by the applicable laws of the Municipality and the laws, rules and regulations of the State of Rhode Island, as of the respective dates set forth below

COMPETITIVE SUPPLIER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

MUNICIPALITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Dated: \_\_\_\_\_

Approval as to form and correctness:

\_\_\_\_\_  
NAME, Solicitor

EXHIBIT A

PRICES AND TERMS  
Community Choice Electricity Aggregation Program

Retail Price by Program (applies to all rate classes)

<b><u>Default Program</u></b>	<b><u>Price per kWh</u></b>
Local Green (5% additional local Renewable Energy)	\$ _____
<b><u>Optional Programs</u></b>	
Basic (No additional Renewable Energy)	\$ _____
50% Local Green (50% additional local Renewable Energy)	\$ _____
100% Local Green (100% local Renewable Energy)	\$ _____

Terms for System Supply Service

Delivery Term: The delivery term stated on this Exhibit A will commence, for each Participating Consumer account, on the first scheduled meter read date for \_\_\_\_\_ (“Service Commencement Date”) and continue until the first scheduled meter read date for \_\_\_\_\_ [month/year], unless this ESA is sooner terminated in accordance with Article 5.2 of this ESA (the Delivery Term”).

Pricing: The price for All-Requirements Power Supply is stated in the table above (the “Retail Price”). The Retail Price includes any costs associated with meeting Rhode Island Renewable Energy Standard at the level required by the applicable law throughout the term of the Agreement and includes all adders and ancillary charges. Prices shall be fixed for the entire length of the Delivery Term. However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA.

Start Date: All-Requirements Power Supply will commence on the Service Commencement Date. All enrollments must be submitted at least two business days before the next meter read.

Renewable Energy Certificates in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the respective requirements of the Rhode Island Renewable Energy Standard, or otherwise pay the alternative compliance payment rate as determined by the relevant Rhode Island regulatory authority. For the avoidance of doubt, the Rhode Island Renewable Energy Standard is defined in RI. Gen. Laws Title 39, Chapter 26 §§ 4 and 5.



### *Electric Service Agreement*

**Additional RECs:** In addition to the Renewable Energy Certificates in System Supply requirements, the Competitive Supplier shall include \_\_\_\_\_% additional RI New RECs for consumers participating in the Local Green program, additional RI New RECs to total 50% RECs for consumers participating in the 50% Local Green program and additional RI New RECs to total 100% RECs for consumers participating in the 100% Local Green program.

**Eligible Consumer Opt-Out:** Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days' notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service.

**Competitive Supplier's Standard Credit Policy:** The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor will Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Last Resort Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

EXHIBIT B

Competitive Supplier shall provide the following five reports to the Municipality, free of charge, as noted below or as otherwise agreed to by the Parties in writing.

1) SALES REPORT (DATA PORTAL REPORT): Monthly report of sales which will contain the following information broken out by month, customer type (i.e., rate class), and electricity supply product name: (i) the actual aggregate kWh sales for each meter read of the reporting period; (ii) the number of Participating Customer accounts active in each meter read of the reporting period as of the (a) first of the month and (b) end of the month; (iii) enrollments; (iv) drops; (v) accounts billed; and (vi) the price per kWh. Data for each subsequent month will be added to the previous month's report so that it provides a month-by-month view of entire contract.

The Sales Report shall be produced in the format shown below:

TEMPLATE SALES REPORT

Template shows a municipality with four different products.

Community Name	YearMonth	Product	Product Rate	Customer Type	Active Accounts as of FOM	Enrollments	Moved/Closed Accounts	Active Accounts as of EOM	Accounts Billed	Billed Usage (kWh)	Opt-Outs
MuniName	202112	MuniName Basic	0.10000	R1							
MuniName	202112	MuniName Basic	0.10000	R2							
MuniName	202112	MuniName Basic	0.10000	R3							
MuniName	202112	MuniName Basic	0.10000	G1							
MuniName	202112	MuniName Basic	0.10000	G2							
MuniName	202112	MuniName Basic	0.10000	S1							
MuniName	202112	MuniName Basic	0.10000	S2							
MuniName	202112	MuniName 50	0.11500	R1							
MuniName	202112	MuniName 50	0.11500	R2							
MuniName	202112	MuniName 50	0.11500	R3							
MuniName	202112	MuniName 50	0.11500	G1							
MuniName	202112	MuniName 50	0.11500	G2							
MuniName	202112	MuniName 50	0.11500	S1							
MuniName	202112	MuniName 50	0.11500	S2							
MuniName	202112	MuniName 100	0.12500	R1							
MuniName	202112	MuniName 100	0.12500	R2							
MuniName	202112	MuniName 100	0.12500	R3							
MuniName	202112	MuniName 100	0.12500	G1							
MuniName	202112	MuniName 100	0.12500	G2							
MuniName	202112	MuniName 100	0.12500	S1							
MuniName	202112	MuniName 100	0.12500	S2							
MuniName	202112	MuniName Standard	0.11500	R1							
MuniName	202112	MuniName Standard	0.11500	R2							
MuniName	202112	MuniName Standard	0.11500	R3							
MuniName	202112	MuniName Standard	0.11500	G1							
MuniName	202112	MuniName Standard	0.11500	G2							
MuniName	202112	MuniName Standard	0.11500	S1							
MuniName	202112	MuniName Standard	0.11500	S2							

2) MASTER ACCOUNT LIST: A cumulative list of Participating Customers, which includes those customers that: (i) were submitted for enrollment; (ii) have been enrolled during this ESA; and (iii) are currently enrolled during this ESA. The report shall include all customer identifying information provided by the Local Distributor and: (i) Opt-Out Notice mailing date; (ii) account status (e.g., enrolled, dropped, account rejected, never submitted, etc.); (iii) account start date; (iv) account end date; (v) account read cycle; (vi) load zone; and (vii) current product start date or opt-in date (if applicable e.g., if an account switched from one

## *Electric Service Agreement*

product to another in the Program).

3) MASTER OPT-OUT FILE: A list of (a) all consumers in the Municipality that opted out prior to enrollment and after receiving an Opt-Out Notice and (b) all Participating Customers that left the program for any reason after they were enrolled in the Program. This Master Opt-Out File will also include any records of customers that have opted-out during previous ESAs, which will be provided to Competitive Supplier by the Municipality. The report shall include all customer identifying information provided by the Local Distributor and (i) Opt-Out Notice mailing date (if applicable) and (ii) opt-out date.

4) REFRESH MAILING LIST: Throughout the term of this Agreement, as mutually agreed to by the Parties, the Competitive Supplier shall obtain from the Local Distributor an updated file that includes all Eligible Customers in the Municipality, hereinafter the Updated LDC Eligible Customer File. Once each month, or as otherwise agreed to by the Parties, Competitive Supplier shall create a Refresh Mailing List of New Eligible Customers, which shall include all customers in the Updated LDC Last Resort Service Eligible Customer File and exclude all customers listed in the Master Opt-Out File.

5) MONTHLY COMMISSION REPORT: Competitive Supplier shall provide Municipality with information to obtain this monthly report online, provided, however, if online access is unavailable for any reason, Competitive Supplier shall provide a written copy of such report within thirty (30) days.

EXHIBIT C

REC PURCHASE AGREEMENT

*(to be completed pending selection of supplier)*

DIRECT TESTIMONY

OF

**MICHAEL DELUCA**

and

**PATRICK ROCHE**

1   **Q. Mr. DeLuca, please state your name and business address.**

2   A. Michael Deluca. My business address is Narragansett Town Hall 25 Fifth Ave. Narragansett,  
3   RI 02882. .

5   **Q. Please describe your position and responsibilities in Newport.**

6   A. I am the Director of the Department of Community Development . The Department is  
7   responsible for town wide planning activities and review of land development projects occurring  
8   with the Town.

10   **Q. What is the Municipality requesting in this proceeding?**

11   A. Narragansett is requesting that the Commission approve the aggregation plan as submitted.

13   **Q. What is the purpose of your testimony?**

14   A. The purpose of this testimony is to provide the Commission with additional details and  
15   context as to the process by which the aggregation plan was developed.

17   **Q. What was your role in the authorization of this aggregation plan?**

18   A. My department provided staff oversight and was the direct point of contact for Good Energy  
19   in developing and presenting the plan to Town officials. .

21   **Q. What action was taken following passage of the authorizing resolution?**

1 A. Following passage of the initial authorizing resolution by the Town Council at its June 21,  
2 2021 meeting, our department researched potential consultants to support the development of a  
3 program as directed by the resolution. Recognizing that Good Energy had won previous RFPs in  
4 Providence and Newport, we engaged in discussions with Good Energy to serve the Town. These  
5 discussions resulted in the Town entering the services agreement provided in Attachment 4.

6  
7 **Q. Can you describe the process that lead to the Council's approval of this aggregation**  
8 **plan?**

9 A. Initially, Good Energy provided Town staff an initial version of a plan based upon the plans  
10 that have already been approved by the Commission. This initial plan was adapted to the  
11 specifics of Narragansett and reviewed through multiple meetings. When Good Energy and staff  
12 reached agreement on a first draft, it was put on a Council agenda for presentation.

13  
14 The aggregation plan was presented by Good Energy to the Town Council at their April 4, 2022,  
15 meeting. The Council used this opportunity to ask questions and seek further understanding of  
16 the proposed operational components of the aggregation program.

17  
18 The Council hosted a public hearing on the plan at its May 16 meeting. Attachment 6 of this plan  
19 provides a summary of the questions asked and answers provided at the public hearing. The plan  
20 was brought up for consideration at the June 6, 2022, Town Council meeting where it was  
21 approved by a vote of 4-1.

22

1   **Q. Does that conclude your direct testimony?**

2   A. Yes, and I reserve the right to supplement this testimony as may be necessary.

3  
4   **Q. Mr. Roche, please state your name and business address.**

5   My name is Patrick Roche, and my business address is 8 Edward Drive, North Grafton, MA  
6   01536.

7  
8   **Q. By whom are you employed and in what capacity?**

9   A. I am currently employed by Good Energy, L.P. in the role of Director of Innovation for New  
10   England.

11  
12   **Q. Please describe your present responsibilities.**

13   I work with the Good Energy team and our clients to develop aggregation plans and  
14   subsequently serve a variety of roles in program operation. One focus is how aggregation  
15   programs can support the growth of clean energy in our region.

16  
17   **Q. Have you previously testified before the Rhode Island Public Utilities Commission**  
18   **(“Commission”)?**

19   A. Yes, I have participated in the Technical Sessions associated with Aggregation Programs  
20   proposed in Docket #5042 (City of Central Falls), Docket #5047 (Town of Barrington), Docket  
21   #5058 (Terms and Conditions for Municipal Aggregators), and Docket #5073 (Purchase of



1 Receivables). I also provided testimony in support of the aggregation plan proposed by the Town  
2 of Portsmouth in Docket #5169 and the City of Newport in Docket #5212

3  
4 **Q. What is the purpose of your testimony?**

5 A. The purpose of my testimony is to provide information and context regarding the structure  
6 and operations of community aggregation programs and to demonstrate that the Town's plan  
7 meets the statutory requirements of R.I. Gen. Laws § 39-3-1.2 (the "Act").

8  
9 **Q. The Act mandates that the aggregation program provide for "universal access" to all**  
10 **applicable customers. Can you briefly explain how this plan achieves that policy goal?**

11 A. Universal access requires that a municipal aggregation program be made available to all  
12 customers within the municipality. Under the Town's plan, all eligible customers in the Town  
13 will be enrolled in the program unless the customer previously contracted with a competitive  
14 supplier or affirmatively opts out of the program. New customers moving into the Town will  
15 initially be placed on the utility's last resort service and then will receive a notice informing them  
16 they will be automatically enrolled in the program unless they opt out. The plan also allows  
17 customers enrolled in the program to return to last resort service at any time without penalty.  
18 Any resident who opts out or is initially taking competitive supply service may enter the program  
19 through making an affirmative election to join.

1 Thus, every consumer in the tariff classes listed in the plan will have access to the competitive  
2 supply market through the aggregation program without reference to credit ratings, payment  
3 history, or other potentially discriminatory factors.

4  
5 **Q. A60 ratepayers are granted a statutory benefit of a discount applied to their entire bill**  
6 **that is recovered by the electric distribution company in the distribution charges to other**  
7 **rate classes. Will this benefit be impacted?**

8 A. No. The 25% and 30% discounts that are applied to the bill of all A60 ratepayers is not  
9 impacted and will still be applied to those customers who participate in the program.

10  
11 **Q. Additionally, A60 ratepayers enjoy the benefit of access to an Arrearage Management**  
12 **Plan, allowing the electric distribution company to forgive a portion of their arrears in**  
13 **exchange for successfully completing a billing plan. Will this benefit be impacted?**

14 A. With the decision reached by the Commission in Docket #5073 (Purchase of Receivables or  
15 POR), this availability of this program will not be altered for A60 ratepayers. Once POR is fully  
16 implemented consistent with the schedule filed in that docket, the accounts receivable of the  
17 aggregation program's supplier will be purchased by National Grid in accordance with the  
18 revised tariff. As such, National Grid will hold title to these arrearages and be able to provide  
19 relief consistent with the Arrearage Management Program.

20  
21 **Q. The Act also requires there to be "equitable treatment" of the classes of customers who**  
22 **participate in the program. How is that going to be achieved?**

1 A. Each class of customer as described in the plan will have the opportunity to participate in the  
2 aggregation program. There are no limitations on the number of participants in each class nor  
3 will any class of customer be given preferential treatment. Equitable treatment of all customer  
4 classes does not mean that all customer classes must be treated equally but that customers that  
5 are similarly situated must be treated equitably. The Town's plan allows for varied pricing, terms  
6 and conditions for different customer classes and appropriately considers the different  
7 characteristics of each customer class.

8  
9 **Q. The Act requires that the Aggregation Plan include certain mandatory components. Can**  
10 **you address how the plan speaks to each of these requirements?**

11 A. Yes. The following is a listing of the components of an aggregation plan required by the Act  
12 and a reference to where each of those components are addressed in the Town's plan.

- 13 1. Classes of customers who may participate in the program - Section II.
- 14 2. Organizational structure - Section III.
- 15 3. Program operations - Section IV.
- 16 4. Program funding - Section V.
- 17 5. Rate setting and cost allocation - Section VI.
- 18 6. Entering and terminating agreements - Section VII.
- 19 7. Rights and responsibilities of program participants - Section VIII.
- 20 8. Extension and termination of program - Section IX.

21  
22 **Q. Please describe the organizational structure of the program as outlined in the plan?**

1 A. The Town of Narragansett has selected Good Energy as its aggregation consultant to manage  
2 the day-to-day operations of the program. These responsibilities include working with the  
3 competitive supplier in processing opt-out requests, transitioning new accounts into the program,  
4 responding to customer questions, and data processing and reporting. Good Energy also has  
5 primary responsibility for monitoring the competitive supplier and administration of the ESA.  
6 We will work closely with the Town Manager and their staff as appropriate. In addition to  
7 reporting no less than annually to the Town Council, the Town Manager may make  
8 recommendations on the amendment or other alteration of the program to the Council.  
9 Ultimately, any decision to extend contracts, alter the program, rebid the supply contract, or  
10 terminate the program will rest with the Council.

11  
12 **Q. What are the key operational components of the program?**

13 A. Following the approval of the plan, the program shall implement operational steps that  
14 include, (a) issuing a Request for Bids (“RFB”) for power supply and selecting a competitive  
15 supplier, (b) implementing a public information program, including a 30-day opt-out period, and  
16 (c) enrolling consumers and provide electric supply service, including quarterly notifications  
17 disclosing the content of the power supply. The implementation of an aggregation program  
18 requires extensive interaction between the Municipality, the Competitive Supplier, and National  
19 Grid. More detail on each of these steps is described in Section IV of the plan.

20  
21 **Q. How will Town of Narragansett go about choosing a supplier under this program?**

1 A. Given the progress of other Rhode Island communities in the development and  
2 implementation of aggregation programs, the Town of Narragansett is expected to have two  
3 potential paths when it comes to selecting a supplier.

4  
5 First, Narragansett could elect to issue a competitive bid for electricity supply services, either  
6 individually or as part of a buying group which includes other communities that have approved  
7 aggregation plans. In either case, Good Energy will issue a Request for Bids, specifying the  
8 terms and conditions of the solicitation and requesting bids for specified products and a preferred  
9 contract term for the supplier. At the time of selection, an authorized representative of the Town  
10 shall select a bid that is consistent with the Council's directive. If participating in a buying group,  
11 the authorized representative from the Town shall select a bid after reaching consensus with the  
12 authorized representatives of the other participating communities. The Town will never be under  
13 obligation to select any bid. As bid prices are only effective for a short window on bid day the  
14 Town shall select its supplier and sign an ESA with their supplier of choice for the chosen  
15 contract length and per kilowatt hour rate.

16  
17 Alternatively, those communities who currently have approved programs may select a supplier  
18 through a competitive bidding process prior to Narragansett receiving approval of its Plan. If that  
19 is the case, Narragansett may have the opportunity to forgo a bidding process and select the same  
20 supplier under the same or substantially similar terms as the initial communities selected their  
21 supplier.

1 **Q. The Act also requires a municipality to report to this Commission the result of the**  
2 **competitive supply solicitation and proposed agreement awards to the Commission. How**  
3 **will the Municipality accomplish this?**

4 A. Within a reasonable time following the selection of a supplier, the Town will file with the  
5 Commission a report on the results of its solicitation, including whether the solicitation resulted  
6 in selection of a winning supplier and execution of an ESA. If the solicitation is successful, the  
7 Town will report to the Commission the name of the winning supplier, the dates electric service  
8 will commence and terminate, the prices for each product to be offered to consumers and the  
9 renewable content to be included in each product offering.

10  
11 **Q. Once a supplier is selected and the aggregation rate is set, how will the program**  
12 **communicate to eligible customers their rights and responsibilities, including informing**  
13 **them of their right to opt-out of the program?**

14 A. The plan as submitted includes a timeline for education and awareness leading up to the  
15 program launch. It begins with broad based efforts that promote awareness to all residents and  
16 businesses in the Municipality: a tailored website, traditional media outreach, social media  
17 engagement, in-person presentations, distribution of direct marketing materials, and the  
18 establishment of a consumer help-line. These communications will explain the purpose of this  
19 program and provide information as to how to opt-out of the program at no cost. The education  
20 efforts will include the distribution of an opt-out consumer notification letter by the supplier  
21 mailed to each eligible customer, an example of which is included as Attachment 3 to the plan.  
22 The consumer notification letter informs residents of the impending change in their electricity

1 supply and notifies them how to opt out if they do not want to participate, including providing  
2 them a postage-paid mailer to return to opt out along with phone and online options.

3 There will be a minimum 30-day opt-out period whereby all eligible customers may choose to  
4 opt out of the program before ever taking service from the competitive supplier chosen by the  
5 Town.

6  
7 After the program launch, all participants will have the right to opt out of the Program at any  
8 time without charge. They may exercise this right by any of the following: 1) calling the 800  
9 number of the Competitive Supplier; 2) contacting National Grid and asking to be returned to  
10 Last Resort Service; 3) enrolling with another competitive supplier, or 4) contact the aggregation  
11 program through its website, call center, or mail. Participants will continue to be responsible for  
12 paying their bills and for providing access to metering and other equipment necessary to carry  
13 out utility operations. Participants are responsible for requesting any exemption from the  
14 collection of any applicable taxes and must provide appropriate documentation of such  
15 exemption to the Competitive Supplier. Additional information on customers rights and  
16 responsibilities is laid out in Section VIII of the Plan.

17  
18 **Q. The Division of Public Utilities and Carriers, in response to the previously filed plans,**  
19 **requested that additional targeted outreach be done to representatives of the low- and**  
20 **moderate-income communities. How will this be accomplished as part of this plan?**

21 A. The education and outreach plan included in the approved plan is a starting point. Consistent  
22 with the Division's request and subsequent order from the Commission, Good Energy has met

1 with the George Wiley Center and the Center for Justice to discuss the plan and identify if there  
2 were additional unaddressed concerns. The aggregation program will also request to do  
3 presentations and provide information to relevant Community Action Programs in an effort to  
4 inform all residents of the program, especially low- and moderate-income ratepayers.

5  
6 **Q. Finally, has this Plan been provided to the electric distribution company that serves the**  
7 **customers to whom this program will be available, as required by the Act?**

8 A. Yes. This filing was provided to Rhode Island Energy in electronic format at the same time as  
9 being filed with the Public Utilities Commission.

10  
11 **Q. Does that conclude your testimony?**

12 A. Yes, and I reserve the right to supplement this testimony as may be required.