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July 18, 2022

VIA ELECTRONIC SERVICE

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

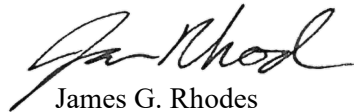
Re: DOCKET 22-10 EL – Narragansett Aggregation Plan

Dear Ms. Massaro:

On behalf of the Town of Narragansett enclosed please find an electronic version of Town's responses to the record requests issued by the Division in the above-referenced matter. Five (5) paper copies shall be sent to the Commission and provided to other parties upon request.

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.

Enclosures

cc: Docket 22-10 EL Service List

Certificate of Service

I hereby certify that a copy of the cover letter and any materials accompanying this certificate was electronically transmitted to the individuals listed below. Five (5) paper copies shall be sent to the Commission and are available to other parties upon request.



James Rhodes

07/18/2022

Date

Docket No. 22-10-EL – Town of Narragansett Community Choice Electricity Aggregation (CCEA) Plan
Service List updated 07/06/2022

Name/Address	E-mail Distribution	Phone
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	Alan.nault@puc.ri.gov ;	
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	Todd.bianco@puc.ri.gov ;	
Office of Energy Resources Christopher Kearns	Christopher.Kearns@energy.ri.gov ;	
	Nathan.Cleveland@energy.ri.gov ;	
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Div 1-1:

Relative to the Rhode Island Aggregation Plan Comparison Chart (“Org. Structure”), please explain:

- a) the basis for removing the term “Applicable Consumers” as part of the Plan’s structure; and
- b) why the revision of “III into III A Org structure and III B Program Offerings” was made.

Response:

- a) The organizational structure is intended to refer to how the program is being administered, separate and apart from the program’s enrollees. “Applicable Customers” are still included in the plan (See footnote 1 on page 2 for complete definition), though they are removed from the organizational structure since they do not play a role in management of the program. Additionally, Section I has a description of the basic operations of the program, intended to introduce a reader from the general public to the document. This description references the Applicable Consumers, and as a result it was helpful to put the definition after the term’s first use.

- b) It is the belief of Good Energy that, based on our experience with the previous programs, that the revisions to this section make the plan more readable and understandable to members of the public by presenting this information more logically. In comparison to the other plans, the same information is provided, though it is organized in a different manner.

Div 1-2:

Relative to the Rhode Island Aggregation Plan Comparison Chart (“Supply Offerings”), please explain:

- a) why the description of the products was re-arranged; and
- b) why a “disclaimer” is now included “at the top that the final amount of renewable energy in each product is subject to market conditions at the time of bidding, rather than in the description of each product.”

Response:

- a) The description rearrangement is intended to present the information in an easier to understand manner. Descriptive information that would be applicable to each of the products was pulled out as part of the introduction to the products, so that each individual product offering includes that information which is variable between the products.
- b) This information is pulled out since it is applicable to all products, except for the “Basic” product. This allows the product descriptions to be shorter and focuses on the information that is variable between products.

Div 1-3:

Relative to the Rhode Island Aggregation Plan Comparison Chart (“Education and Outreach”), please explain:

- a) why it was necessary to update the timeline for the preliminary marketing plan in Attachment 2 “to better reflect the expected timing of activities.”

- b) When “regular updates” to the Consumer Website commenced, the nature of the updates and provide an explanation of what transpired to require their “now” being included in the “Section.”

Response:

- a) Good Energy’s experience with new program launches in other states has informed its recommendations on the optimal timeline for outreach activities relative to when the Opt-Out Letter arrives in Eligible Customer’s mailboxes. Our goal has always been to create awareness ahead of the arrival of the Opt-Out Letter, so that readers have some familiarity with the topic which should make them more likely to engage with the letter’s content. The previous Plan timelines had most of the awareness activities (e.g. social media, press releases, etc.) starting 30 days before the letter arrives. Good Energy’s on-going experience with implementing actual launches in other states suggests that 30 days is actually a long lead-time and that municipalities are preferring a shorter window, such as 15 days, which they feel is more effective at keeping the information fresh on customers’ minds. As a result, most timelines have been shortened so that they occur closer to when the Opt-Out Letter arrives (i.e. “Days Before” column lowered).

- b) In previous aggregation plans, the timeline in this section only addressed the launch of the Consumer website, and it suggested this would happen after the Electricity Supply Agreement was executed and pricing was known. In developing the Plan for Narragansett, Good Energy suggested separating this into two sections: 1) the launch of the Consumer website, which could happen before the ESA is signed (to include the Aggregation Plan, information on how the Program was approved, etc.), and then 2) an update to the Consumer website after the ESA is signed to include all the pricing and product details from the ESA. On-going, the Town expects to update the Consumer website primarily with the then-current Rhode Island Energy Last Resort Service prices and quarterly disclosure labels.

Prepared by or under the supervision of Patrick Roche, Good Energy L.P.

Div 1-4:

Relative to the Rhode Island Aggregation Plan Comparison Chart (“Other Items”), please explain what “changes” were made by “other municipalities, including in your response the name of the municipality, the “change” that was made, and an explanation for the “change.”

Response:

A redline template Electricity Services Agreement has been included as Attachment - Div 1-4 to indicate the changes that have been made from the version filed in previous dockets. It has been provided in both Word and pdf formats. By the count provided by Microsoft Word, there are 537 edits made to the document between August 2021, when the ESA was filed as an addendum to the Portsmouth Aggregation Plan in Docket 5069 and the ESA filed in this docket.

Good Energy did not track which edits were requested made by which Municipality. Providing this information would require significant time and resources to track the individual requests of each municipality. If there are particular edits that require further clarification, Good Energy can provide that information upon additional request.

Also, given the voluminous nature of changes, Good Energy would be able to provide further explanation to any of the redlines should the reason for the change not be clear from the document itself. To provide some general guidance, Good Energy has classified the changes into the following categories:

- Terminology. These changes are regulatory updates based on evolving terms of art. For example, the original ESA referenced Standard Offer Service, and this changes those to Last Resort Service. Green Power, as a term is removed, and it instead descriptions of Renewable Energy Certificates and their procurement/retirement is provided. Also clarification has been done to indicate those responsibilities that lie with municipality vs. those that lie with the Aggregation Program, recognizing them as distinct efforts.
- Consumer Notification and Enrollment. A series of updates, most notably through Article 3 and Exhibit B, were initiated by Good Energy based on evolving program standards in Massachusetts as a result of Good Energy working relationships with suppliers.
- Typographical and Formatting. Specifically, the solicitors in Providence and Newport corrected a set of internal references, punctuation and spacing items in their review.
- Purchase of Receivables. Article 4 is updated to reflect the completion of the POR Docket.
- Limitation on Damages. Article 19.18.2 provides a new limitation on certain damages on a supplier to be based upon the value of the contract.

Div 1-4, con't:
(Page 2 of 2)

It should be noted that this ESA template serves as a starting point of negotiation with potential suppliers. The final version will be the product of negotiation between the Municipality and a selected supplier to cover any additional items or provide further clarity with respect to what is already contained herein. Per the approval order in other dockets, it is in the intent of the Municipality to file a final ESA following execution of the agreement.

Good Energy can provide further information on any of the individual changes in the attached document listed upon request.

Div 1-5:

Identify and describe any and all expressed consumer concerns and/or complaints that Good Energy and/or the below communities have encountered with the rollout of their respective aggregation plans:

1. Central Falls;
2. Barrington;
3. Providence;
4. South Kingstown;
5. Portsmouth; and
6. Newport.

Response:

At this time, Good Energy and the communities listed have not received any consumer concerns or complaints. These programs have not yet launched.

Div 1-6:

With respect to each concern and/or complaint identified and described in Div 1-5, explain how Good (and/or the applicable municipality) addressed each item so that it would not repeat in Narragansett's plan, including in your explanation if the concern and/or complaint was resolved.

Response:

See response to Div 1-5.

Div 1-7:

To the extent not previously addressed, identify all material problems Good and/or the applicable municipality identified in Div 1-5 has encountered in the rollout of its respective aggregation plan.

Response:

Good Energy and municipalities with approved programs have not identified any material problems with the rollout of the respective plans. At this time, Electricity Services Agreements have not yet been signed with a supplier to launch the programs.

Div 1-8:

With respect to each problem identified and described in Div 1-7, explain how Good (and/or the applicable municipality) addressed each item so that it would not repeat in Narragansett's plan, including in your explanation if the problem was resolved.

Response:

See response to Div 1-7.