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August 10, 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: AGGREGATION PLAN AMENDMENTS

Dear Ms. Massaro:

Enclosed for filing please find the revisions to the Aggregation Plan submitted by the Town of Narragansett consistent with hearing proceedings on July 28, 2022. Documents includes are both a redline and clean version of the plan and a revised Consumer Notification Letter template.

For reference, the following changes were made:

- References to National Grid were changed to RI Energy.
- Product names are changed to Standard, Basic, Green 50 and Green 100.
- In the Consumer Notification Letter references to Providence were changed to Narragansett.

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 No. 22-10-EL Service List

Certificate of Service

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

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


James Rhodes

August 10, 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
Town of Narragansett/Good Energy James G. Rhodes, Esq. 205 Governor St. Providence, RI 02906 James Callaghan, Esq. Narragansett Town Solicitor Callaghan & Callaghan 3 Brown St. North Kingstown, RI 02852	jamie.rhodes@goodenergy.com ; patrick@goodenergy.com ; stefano@goodenergy.com ; jtierney@narragansettri.gov ; mdeluca@narragansettri.gov ; philip.carr@goodenergy.com ; james@callaghanlawri.com ;	401-225-3441
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File an original & 5 copies w/: Luly E. Massaro, Commission Clerk Cynthia Wilson-Frias, Counsel Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	Luly.massaro@puc.ri.gov ;	401-780-2017
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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 Town of 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, Narragansett aims to provide affordable and stable electricity rates that also increase our community's renewable energy use and reduce carbon pollution. Narragansett Community Electricity does not replace RI Energy 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 the Standard product**
 If you take no action, you will be enrolled in the default product, 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		
	Standard	RI Energy Last Resort Service	Basic	Green 50	Green 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 DETAL

- 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.

	Standard	RI Energy Last Resort Service	Basic	Green 50	Green 100
RES Compliant?	Exceeds RES	Meets RES	Meets RES	Exceeds RES	Exceeds RES
Voluntary Renewables	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%
Total Renewable Energy	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 RI 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.
- Program website: 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 RI 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 or mail at 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 or call (401) 780-9700.

CUSTOMER SUPPORT

For more information or customer support, please visit NarragansettCCE.com, or call (ARE) PRO-GRAM.

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, [RI EnergyNational 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 Consumers¹ 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

¹ 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 [RI EnergyNational 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, RI EnergyNational-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 RI EnergyNational-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 RI EnergyNational-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 [RI EnergyNational 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.²

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,

² 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 RI EnergyNational 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 RI EnergyNational 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 RI EnergyNational 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 RI EnergyNational 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 ~~RI EnergyNational Grid~~ who did not opt-out. All enrollments and other transactions between the competitive supplier and ~~RI EnergyNational 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 ~~RI EnergyNational 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 ~~RI EnergyNational 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 [RI EnergyNational Grid](#) in accordance with tariffs approved by the Commission.

Participants in the aggregation will receive one bill from [RI EnergyNational Grid](#) that includes both the power supply charge of the Competitive Supplier and the delivery charge of [RI EnergyNational 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 [RI EnergyNational 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 [RI EnergyNational 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, [RI EnergyNational Grid](#) and the Commission. As appropriate, the Municipality and the Aggregation Consultant will direct consumer complaints to the Competitive Supplier, [RI EnergyNational 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 ~~RI EnergyNational Grid~~, unless they choose an alternative competitive supplier. The Municipality will notify consumers of a planned termination of the Program.

The Municipality will notify ~~RI EnergyNational Grid~~ of the planned termination or extension of the Program. In particular, the Municipality will provide ~~RI EnergyNational 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 ~~RI EnergyNational Grid~~ in accordance with the then applicable EDI rules and procedures.

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, RI Energy , 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 Consumers¹ 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

The aggregation program will be available for the residential, commercial and industrial classes of electricity consumers as defined by Municipality’s electric distribution company, RI Energy

¹ 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 RI Energy 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.

(“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 RI Energy 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 RI Energy .

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 RI Energy 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.²

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, “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,

² 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 RI Energy .

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 RI Energy .

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 RI Energy. 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 RI Energy. 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 RI Energy who did not opt-out. All enrollments and other transactions between the competitive supplier and RI Energy 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 RI Energy, 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 RI Energy. 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 RI Energy in accordance with tariffs approved by the Commission.

Participants in the aggregation will receive one bill from RI Energy that includes both the power supply charge of the Competitive Supplier and the delivery charge of RI Energy. 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 RI Energy 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 RI Energy 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, RI Energy and the Commission. As appropriate, the Municipality and the Aggregation Consultant will direct consumer complaints to the Competitive Supplier, RI Energy 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 RI Energy, unless they choose an alternative competitive supplier. The Municipality will notify consumers of a planned termination of the Program.

The Municipality will notify RI Energy of the planned termination or extension of the Program. In particular, the Municipality will provide RI Energy 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 RI Energy in accordance with the then applicable EDI rules and procedures.