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October 13, 2023

BY USPS 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 MIDDLETOWN'S COMMUNITY ELECTRICITY
AGGREGATION PLAN**

Dear Ms. Massaro:

Enclosed for filing please find the Petition of the Town of Middletown ("Town") for the approval of its Community Electricity Aggregation Plan ("Petition"). The 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 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, through its counsel, are delivering the Petition on behalf of the Town.

Also enclosed, please find Notices of Appearance for Town's Solicitor, Peter B. Regan, and myself and please include both on the Service List.

An original and nine (9) paper copies of the Petition and supporting documents will be delivered in addition to this electronic version, which has been sent electronically 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
Shawn Brown, Middletown Town Administrator
Peter B. Regan, Middletown Solicitor
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 Middletown for the)
Approval of the Proposed Community)
Electricity Aggregation Plan)
Pursuant to R.I. Gen. Laws § 39-3-1.2)
_____)

Docket No. _____

APPEARANCE OF COUNSEL

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

/s/ Peter Brent Regan
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Dated: October 13, 2023

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

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_____)

Docket No. _____

APPEARANCE OF COUNSEL

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

/s/ James Rhodes

James Rhodes (#8983)
Rhodes Consulting, LLC
160 Woonsocket Hill Rd.
North Smithfield, RI 02896
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Dated: October 13, 2023

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

Petition of Town of Middletown for the)
Approval of the Proposed Community)
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**TOWN OF MIDDLETOWN’S PETITION FOR APPROVAL OF
COMMUNITY ELECTRICITY AGGREGATION PLAN**

The Town of Middletown (“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 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 initiated the process to develop an aggregation plan through the passage of a resolution by majority vote of the Town 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 contained in “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) Shawn Brown, Middletown’s Town Administrator, 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, who coordinated the development of the aggregation plan.

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 and is included in “Aggregation Plan - Attachment 4.”

6. The Municipality respectfully requests approval to meet its, and its competitive supplier’s, obligation under 810-RICR-140-05-3.4 *et. seq.* and R.I. Gen Laws § 39-26-9 “to distribute energy disclosure labels to all customers of each electrical energy product offered” by adopting the same label approved in Dockets 5042, 5047, 5061, 5062, 5169, 5212, and 22-10-EL 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 template Electricity Services Agreement to be finalized and executed by a supplier selected to provide service for the program. Aggregation Plan – Attachment 6.

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. In order to aid the Commission’s review of the plan, Municipality

has submitted a separate 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 any further relief as may be necessary or appropriate.

Respectfully submitted,
TOWN OF MIDDLETOWN

By Attorney for Good Energy, L.P.



James G. Rhodes (#8983)

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North Smithfield, RI 02896

401-225-3441

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Dated: October 13, 2023

TOWN OF MIDDLETOWN COMMUNITY AGGREGATION PLAN

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I. OVERVIEW OF THE AGGREGATION PLAN

The following is the Town of Middletown'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, Rhode Island 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.

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 Rhode Island 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.

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, Rhode Island Energy ("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 Rhode Island 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 may be offered a price based on then-current market rates rather than the contracted program price. This distinction is designed to limit any

incentive for frequent switching back and forth between the aggregation program and Last Resort Service of Rhode Island 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. The Council may appoint an advisory committee, which is to include not less than one Councilmember, to provide on-going support to the Administrator in the execution of this Plan. Prior to the receipt of offers 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 Administrator:** The Town Council delegates its authority to the Town Administrator for the proper execution of this Aggregation Plan consistent with applicable R.I. General Laws. The Administrator 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 Administrator shall provide direct management and oversight of the Program on behalf of the Town. The Town Administrator, 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 Rhode Island 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 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

At launch, the Program will offer the electricity supply products described below:

Standard Product: The standard product, “Middletown 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:

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

The Program, after launch, may offer additional optional products with the approval of the Town Council or their designee.

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

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

Power Supply

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.

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

Aggregation Consultant shall solicit proposals on behalf of the Program from leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. In seeking proposals from competitive suppliers, the Program may solicit proposals to serve 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 Rhode Island Energy.

The Program will solicit proposals from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. Prior to executing a contract based on a supplier proposal, the Program shall provide authorization to its designee(s) to execute 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 proposal including procurement methodology, price buildup, 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 proposals are satisfactory, the Program will reject all proposals and repeat the solicitation for bids as often as needed until market conditions yield a bid that is acceptable. The Program intends to request a proposal from any supplier serving an existing Rhode Island program to evaluate the terms and conditions under which it would be able to join an existing program under the same or substantially similar terms as the current participants.

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 Rhode Island 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 the supply prices, including any additional fees (e.g., Aggregation Fee, per Section V) and (5) 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 Rhode Island 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 Rhode Island Energy who did not opt-out. All enrollments and other transactions between the competitive supplier and Rhode Island 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 Rhode Island 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 Rhode Island 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 at least 30 days before any such price changes take effect. The Consumer Notification Letter will also notify Applicable Consumers of the expected price change schedule, whether they will be automatically renewed at the end of the pricing term, and that the current information about the program and prices will always be available 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 Rhode Island Energy in accordance with tariffs approved by the Commission.

Participants in the aggregation will receive one bill from Rhode Island Energy that includes both the power supply charge of the Competitive Supplier and the delivery charge of Rhode Island 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 Rhode Island 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 Rhode Island 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, Rhode Island Energy and the Commission. As appropriate, the Municipality and

the Aggregation Consultant will direct consumer complaints to the Competitive Supplier, Rhode Island 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 Rhode Island Energy, unless they choose an alternative competitive supplier. The Municipality will notify consumers of a planned termination of the Program.

The Municipality will notify Rhode Island Energy of the planned termination or extension of the Program. In particular, the Municipality will provide Rhode Island 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 Rhode Island Energy 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 March 7, 2022. An excerpt from 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 March 3, 2023.(See Attachment 4).

3. **Creation of a Draft Plan**

A Draft Plan was presented to the Town Council on August 7, 2023.

4. **Public hearing on Draft Plan**

Municipality held a public hearing on September 18, 2023 to review and take comments on the draft plan. Prior to the hearing, Municipality published a notice of the hearing in the Newport Daily News on September 8 and again on September 15. Additionally, notice of the hearing was published in Newport This Week, What's Up Newport, on the Middletown website, and its social media feeds.

5. **Response to public hearing**

Comments were received at the public hearing, primarily from the Council. Minutes of the meeting are not yet available, though will be published at <<https://clerkshq.com/Middletown-ri>>. Video of the public hearing is available at <<https://middletownri.com/335/Town-Council>>, by selecting the meeting of September 18, beginning at timestamp 40:40.

6. **Finalization of Plan**

The finalized Plan was approved by the Town Council following the public hearing on September 18, 2023.

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

Municipality submitted the finalized plan to the Public Utilities Commission on October 13, 2023 to seek the required regulatory approval.

2022-11

Resolution of the Middletown Town Council

Authorizing the Research and Development of a
Community Choice Aggregation (CCA) Program

WHEREAS, The State of Rhode Island has authorized municipalities, pursuant to Chapter 3, Section 1.2 of Title 39 of the General Laws of Rhode Island (the "Act"), to aggregate the retail electric load in their communities through the development and operation of Community Choice Aggregation (CCA) programs; and

WHEREAS, Middletown is heavily-dependent on fragile natural gas infrastructure, which directly contributes to climate change and sea-level rise, posing an existential threat to Middletown's future; and

WHEREAS, this initiative aligns closely with Comprehensive Plan Goals H-IV.D. and N-VII., while supporting the State of Rhode Island mandates in the Act on Climate bills (S0078 and H5445)

WHEREAS, CCA programs offer the ability to provide cost stability and savings, both directly and through a more diverse and resilient energy system, and offers the advantages of joining with other municipalities and bargaining collectively with electric suppliers; and

WHEREAS, other Rhode Island communities of Providence, Central Falls, South Kingstown, Barrington, Portsmouth and Newport have enacted enabling resolutions and are in the process of developing and approving CCA programs; and

WHEREAS, the Town of Middletown may review and consider the City of Newport's competitive bidding for CCA consulting services, including their Request for Proposals, responses received, and other information the City of Newport has made available; and

WHEREAS, the Town of Middletown is situated to benefit from working in conjunction with our sister communities, both from their experience and the potential of increasing our collective bulk purchasing power,

NOW, THEREFORE, BE IT RESOLVED, that the Town Council authorizes the Town Administrator to research and develop a plan to aggregate the retail electric loads within the Town through a CCA program in accordance with the Act, and

BE IT FURTHER RESOLVED, that the Town Council authorizes the Town Administrator to engage a consultant with experience in developing and administering CCA programs to assist the Town in the creation and operation of an aggregation plan and CCA program provided that the Town shall not be required to draw upon the General Fund to compensate such consultant, and

BE IT FURTHER RESOLVED, that the Town Administrator to provide regular updates to the Town Council regarding the development and administration of the aggregation plan and CCA program, including the presentation of a plan for public hearing and final approval, and

BE IT FURTHER RESOLVED, that the Town Council authorizes the Town Administrator to enter into contracts, consistent with state and local laws related to purchasing, implement such aggregation plan and CCA program independently, or in joint action with other municipalities in the state, and to execute all documents necessary to accomplish the same.

March 7, 2022

READ AND PASSED IN COUNCIL

A handwritten signature in cursive script that reads "Wendy J. W. Marshall". The signature is written in black ink and is positioned above a horizontal line.

Wendy J. W. Marshall, CMC
Town Clerk

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 Portuguese- and Spanish-speaking populations. Portuguese- and 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)**
- After signing the ESA and at least 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:
 - **Newport Daily News**
 - **Newport This Week**
 - **What's Up Newport**

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 such as MiddletownRI.us, Town of Middletown on Facebook
- 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. – Around Town Middletown on Facebook

- **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.

Engage with existing Town Committees and Departments and local advocacy and community organizations. This includes, but is not limited to:

 - Conexion Latina
 - Concerned Middletown Taxpayers
 - Senior Center Board of Directors
 - The Conservation Commission,
 - Planning Board,
 - Roads & Utilities Advisory Committee
 - Economic Development Advisory Committee
 - Town Library
 - Planning Department, and
 - Outreach Department.
 - **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 Middletown Community Center.

Mail Post Card to All Applicable Consumers

- **CNL -15**
- **Post card:** The Program will mail a postcard to all Applicable Consumers 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: public service announcements; 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 Middletown

The Town of Middletown is pleased to introduce you to our electricity supply program, Middletown Community Electricity. The program is designed to help our community members manage electricity costs, increase renewable energy use and reduce carbon pollution. Your participation in Middletown’s program is voluntary and this letter explains your options.

The Town of Middletown has chosen an electricity supplier and negotiated prices for multiple electricity options that are available to our entire community.

Your account is scheduled for automatic enrollment in the “Middletown Standard” option starting Month 2023. No action necessary to receive this option.

You may opt out and not participate. The deadline to opt out is MONTH DAY, 2023. If you do participate, you can leave the Program at any time in the future, without penalty.

YOUR OPTIONS

The table below shows pricing and other information for Middletown’s electricity options and a comparison to your current electricity supply, which is Last Resort service from Rhode Island Energy (RI Energy).

By receiving this letter, you will be enrolled in the “Middletown Standard” option as of your Month 2023 meter read. Alternatively, you may:

- 1 Choose to enroll in another Middletown electricity option
 OR
2 Choose to opt out and continue with Last Resort service from RI Energy

	RI Energy Last Resort Service (if you opt out)	Middletown Basic	Middletown Standard (automatic)	Middletown 100
Residential Price	X.XXX ¢/kWh	X.XXX ¢/kWh	X.XXX ¢/kWh	X.XXX ¢/kWh
Voluntary Renewable Energy	None	None	Adds 10% voluntary renewable energy (RI New RECs)	Adds voluntary renewable energy (RI New RECs) to total 100%
Total Renewable Energy 2023	23%	23%	33%	100%
Duration	Month Year to Month Year	Month Year to Month Year	Month Year to Month Year	Month Year to Month Year

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

There is no action necessary to receive the “Middletown Standard” electricity option.

TO CHOOSE ANOTHER MIDDLETOWN OPTION

To choose an option other than Middletown Standard, call our Program’s electricity supplier, SupplierName, at (XXX) XXX-XXXX, or submit a request at ProgramWebsite.com.

TO OPT OUT & NOT PARTICIPATE

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 on or before Month Day, 2023:**

Postmark and mail the enclosed opt-out card *or* call Middletown's Supplier, SupplierName at (XXX) XXX-XXXX *or* submit the opt-out form at ProgramWebsite.com

MIDDLETOWN PROGRAM & OPTION DETAILS

- The Program is served by SupplierName, PUC license number: #####.
- Program prices apply to service beginning and ending on the days of the month that your meter is read. Program prices include a fee of \$0.001 per kilowatt hour (kWh) for the Town’s aggregation consultant. Any applicable taxes will be added by Rhode Island Energy to your bill.
- All Middletown program options include renewable energy to meet the State of Rhode Island’s Renewable Energy Standard (RES). Some Middletown program options include voluntary renewable energy, in addition to the RES. All voluntary renewable energy, comes from sources that qualify as RI New (built after 1997), come from solar, wind, anaerobic digestion, and low-impact hydro, and are located only within New England.
- If you participate in Middletown’s program, the impact on your electricity bill from RI Energy, will be:
 - The Supply Services portion of the bill will change to reflect your participation in Middletown's Program.
 - RI Energy will continue to provide all Delivery Services, including responding to power outages, and RI Energy will continue to send you the electricity bill.
 - Customers in the Low-Income Rate Class (A60) will continue to receive their current percentage discount on the entire electricity bill.
 - Budget billing customers will continue to receive budget billing for the Delivery Services portion of the bill.
 - Customers that receive solar electricity benefits from net metering credits and/or Renewable Energy Growth program payments will continue to receive those benefits.
- You may leave the Program at any time, without penalty, by contacting Middletown's Supplier at (XXX) XXX-XXXX or by visiting the Program website at ProgramWebsite.
- At the end of the pricing term, you will be automatically renewed in your current product which may have a new price and a different percentage of voluntary renewable energy as negotiated by the Town. Pricing is expected to change every six to twelve months for Residential customers. The Town will announce price changes at least 30 days before any such price change takes effect. Product details will always be available at the Town’s website for the Program: ProgramWebsite.com.

QUESTIONS & SUPPORT

- For information or customer support about Middletown’s program, please visit ProgramWebsite.com, or call (XXX) XXX-XXXX
- If you have questions about the Delivery Services portion of your bill or about Last Resort Service supply, contact the utility Rhode Island Energy at (855) 743-1101, or by visiting RIEnergy.com
- If you are receiving electricity supply from a competitive supplier and believe you have received this opt-out letter in error, you must notify Middletown's Supplier as outlined in Option 3 above. This will ensure you continue to receive your electricity from that competitive supplier and prevent any possible early termination fees.



Town of Middletown

c/o NextEra Energy Services Rhode Island, LLC
PO BOX 818029
CLEVELAND OH 44181-8029

Important Notice Regarding Your Electricity Account / Aviso Importante Sobre Su Suministro de Electricidad

FIRSTNAME LASTNAME
ADDRESS
CITY, RI XXXXX

If you wish to participate in the Middletown Community Electricity 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 the Opt-out card below.
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 Day, 2023** to opt out of the program before automatic enrollment.

Phone:

Website:

Si desea participar en el Programa Comunitario de Electricidad de Middletown, no necesita hacer nada. Será automáticamente inscrito.

Instrucciones de Darse de Baja

Si desea ser excluido y no participar:

1. Firme y ponga la fecha en esta tarjeta de baja.
2. Insértela en sobre con estampilla prepagada.
3. Envíe el sobre por correo.

La tarjeta debe estar firmada por el cliente cuyo nombre aparece en la dirección en esta tarjeta.

El sobre debe enviarse por correo y que este estampado con la fecha el # de MES de 2023 o antes para así optar por no participar en el programa antes de ser automáticamente inscrito.

Teléfono:

Página web:

MIDDLETOWN COMMUNITY ELECTRICITY PROGRAM OPT-OUT CARD



NOTIFICATION OF INTENT TO OPT-OUT / NOTIFICACIÓN DE INTENCIÓN DE DARSE DE BAJA

I do not wish to be a part of the Town of Middletown Community Electricity Program.
By signing and returning this card, I am officially opting-out of the program.

No deseo ser parte del Programa Comunitario de Electricidad de la Ciudad de Middletown.
Al firmar y devolver este tarjeta, oficialmente estoy darse de baja del programa.



Town of
Middletown

Signature / Firma _____ Date / Fecha _____

This notification is in regard to service at this address / Esta notificación se refiere al servicio en esta dirección:

Name / Nombre: FirstName LastName

Service Address / Dirección de Servicio: 123 Main Street, Anywhere, RI 45050 Phone Number / Número de Teléfono _____

Account Number / Número de Cuenta 1234567898765 Email Address / Correo Electronico _____

Return this opt-out card via the enclosed postage pre-paid envelope / Insértela en sobre con estampilla prepagada y envíe el sobre por correo



Town of Middletown
c/o SupplierName Address 1
Address 2

**Important Notice Regarding Your Electricity Account /
Aviso Importante Sobre Su Suministro de Electricidad**

FIRSTNAME LASTNAME
ADDRESS
CITY, RI XXXXX

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 3rd day of March, 2023 ("Effective Date") by and between the **TOWN OF MIDDLETOWN** ("Town"), a Rhode Island municipality, with administrative offices located at 350 East Main Road, Middletown, RI 02842, 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.
 - Compliance with the provisions of R.I.G.L. §39-3-1.2 and other applicable statutes, regulations and precedent.
2. Lead and assist the Town with presenting the Plan to the community for comments, revising the Plan as needed, presenting the Plan and the comments received to the Town Council and other key decision-makers for review and/or approval and preparing a summary of the Plan for publication as required by R.I.G.L. §39-3-1.2 (d). 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.

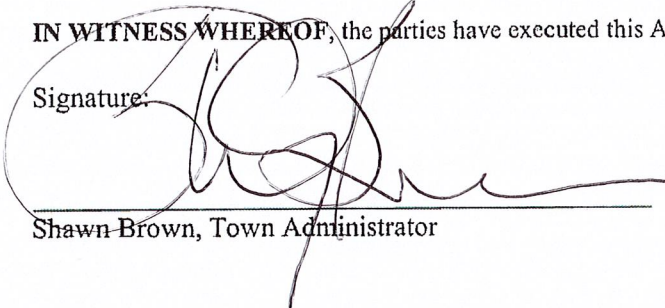
- A. Notwithstanding anything to the contrary set forth in this Agreement, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature, including trade secrets, pursuant to any applicable statute or regulation. The Parties agree that, except 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.

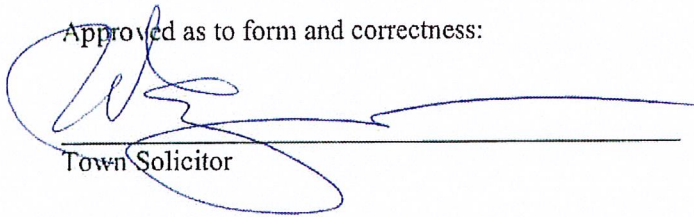
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Signature:



Shawn Brown, Town Administrator

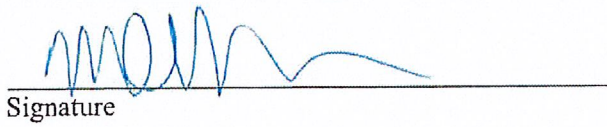
Approved as to form and correctness:



Town Solicitor

GOOD ENERGY, L.P.

By: Good Offices Technology Partners, LLC, its General Partner



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
 - $(1,000 * 0) / 1,000 = 0$ 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
 - $(500 * 0 + 400 * 20 + 100 * 100) / 1,000 = 18$ 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	-	-	-	-
	Sub Total	16%	10%	-	74%
	Total	100%			

*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: TEMPLATE ELECTRICITY SERVICES AGREEMENT

ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the ___ day of _____ ("Effective Date") by and between _____ ("Competitive Supplier"), and the **Town of Portsmouth**, 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") in accordance with R.I.G.L. § 39-3-1.2 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 # _____;

WHEREAS, Competitive Supplier, a limited liability company 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 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, an event of Bankruptcy shall be deemed to have occurred if 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.

Electric Service Agreement
TEMPLATE VERSION

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 Party 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 Consultant - The entity retained by the Municipality to assist in the development, implementation, and administration of the Program.

1.7. Consumer Notice - As set forth in Article 3.4.

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

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

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

1.11 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).

1.12 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 ("Last Resort 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 Service Customers enrolled in a program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service.

1.13 ESA - This Electric Service Agreement.

1.14 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

Electric Service Agreement
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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 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.

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

1.16 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.

1.17 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.

1.18 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.

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

1.20 Last Resort Service - As defined in R.I. Gen. Laws § 39-1-27.3 and in regulations of the Commission, 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 three to six months.

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

1.22 Master Opt-Out File - As set forth in Article 3.3.

1.23 NEPOOL - The New England Power Pool.

1.24 New Eligible Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity that become Eligible Consumers after the Effective Date and have

Electric Service Agreement
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not previously elected to opt-out of the Program.

1.25 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 Participating Consumers.

1.26 Opt-Out Notice - As set forth in Article 3.2.

1.27 Participating Consumers - Eligible Consumers enrolled in the Program.

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

1.29 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.

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

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

1.32 Postcard Notice - Specified in As set forth 3.2.

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

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

1.35 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.

1.36 REC Purchase Agreement or RPA - As set forth in Article 9.2.

1.37 REC Supplier - As set forth in Article 9.2.

1.38 Refresh Mailing List - As set forth in Article 3.3.

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1.39 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", or the financial impact of such "change", was not known or foreseeable, or could not have been calculated, as of the Effective Date.

1.40 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 9.2.

1.41 Retail Price - As set forth in Exhibit A.

1.42 Rhode Island New RECs – RECs that meet all requirements for "new renewable energy resources" as defined in RI. Gen. Laws Section 39, Chapter 26 §2.

1.43 Service Commencement Date - As set forth in Exhibit A. [not defined in Exhibit]

1.44 Term - As defined in Article 5.1.

1.45 Updated LDC Eligible Consumers 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

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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 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 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 Participating 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 Local Distributor or 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)

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fulfilling the following requirements:

- a) maintain Competitive Supplier's license from the Division;
- 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 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 for such data 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

3.1.1 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. The Municipality further represents and warrants to the Supplier that, unless mandated by a Governmental Authority, the Municipality shall not take any action to suspend or terminate the Aggregation Plan during the Term, unless this ESA is terminated in accordance with Article 5.2, and shall not encourage Participating Consumers, either directly or indirectly, to opt out of the Program during the Term.

3.1.2 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 in advance of the meter read date on which it will be switching or dropping away from the Program. There are no fees or charges for Participating Consumers to opt-out or terminate service.

3.1.3 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.

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, content, and text of the notice of the opt-out procedures (the “Opt-Out Notice”) which may be in color and may include 2 or more pages in addition to the reply form, but which shall not exceed dimension and weight requirements of the U.S. Postal Service for First Class Mail for Commercial Letters. The Municipality shall provide the Opt-Out Notice to Competitive Supplier for review, and Competitive Supplier shall notify the Municipality of any comments or concerns regarding the form or content of the notice. The Parties shall cooperate in good faith to address such comments or concerns. 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;
- vi) identify the exact date by which customers must postmark the opt-out reply card to avoid automatic enrollment into the Program; and
- vii) include a reply card and postage-paid envelope that Eligible Consumers may use to exercise their opt-out rights.
- viii) at the discretion of Municipality, be provided in both Spanish and English languages.

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

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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 and shall not be required for Opt-Out Notices after Program launch.

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 Local Distributor 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 ELIGIBLE CONSUMERS AFTER PROGRAM LAUNCH

Throughout the term of this Agreement Competitive Supplier shall maintain a Master Opt Out File, as described in Exhibit B, that includes accurate records of a) all Eligible Consumers in the Municipality that opted out prior to enrollment and after receiving an Opt-Out Notice and b) all Participating Consumers 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 Eligible Consumers that have opted-out during previous ESAs, which will be provided to Competitive Supplier by the Municipality. 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 Eligible Consumers in the Municipality (hereinafter the "Updated LDC Eligible Consumer File"). Once each quarter Competitive Supplier shall create a Refresh Mailing List of New Eligible Consumers, as specified in Exhibit B. which shall include all consumers in the Updated LDC Eligible Consumer File and exclude all consumers listed in the Master Opt Out File. Notwithstanding anything in the ESA to the contrary, to the extent the Competitive Supplier must rely upon a Master Opt Out file created or modified by Municipality or a third party, Competitive Supplier shall have no liability for inaccuracies or omissions in the data provided by the Municipality or third party and Competitive Supplier makes no representation or warranty as to the accuracy of such data.

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

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date (expressed as a certain month's meter read 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 the 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 Consumers listed in the Refresh Mailing List no later than sixty (60) after the Service Commencement Date and then once every quarter 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 Consumers.

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 Local Distributor 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 Consumers 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 such errors are caused by errors or omissions in the information provided to it by the Local Distributor or Municipality. 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

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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. Supplier shall include the projected costs associated with the preparation, printing, and mailing of such notices in the price for All Requirements Power Supply in accordance with Exhibit A, and same shall be included in the calculation of Supplier Cost as defined in Exhibit A.

3.5 ENROLLMENT

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.

3.5.1 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 Consumers shall be enrolled in the Program at the rates reflected in Exhibit A. Competitive Supplier reserves the right to enroll a New Eligible Large Commercial or Industrial Consumer 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") rather than at the rates reflected in Exhibit A. 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 opt-ins 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

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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 reflected in Exhibit A, or a price determined by the Competitive Supplier based on then-prevailing market conditions. Competitive Supplier may enroll all other customers that opt-in at the Retail Prices reflected in Exhibit A or at a market-based price determined by the Competitive Supplier based on the then-prevailing market conditions.

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 may be enrolled in the Program at the rates reflected in Exhibit A. All other Consumers that opt-in shall 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 Local Distributor to correct; provided however, that Competitive Supplier, after making reasonable efforts to work with the Local Distributor, shall not be liable for the Local Distributor's failure to cooperate:

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

In these cases, the Local Distributor 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 Local Distributor to correct; provided however, that Competitive Supplier, after making reasonable efforts to work with the Local Distributor, shall not be liable for the Local Distributor's failure to cooperate:

- Account name does not match account (ask for new name and name key)
- Service is not eligible (contact Local Distributor to get correct code or search your

- database for another enrolled account on same street to get code)
- Invalid service identifier
- Special conditions apply

In these cases, the Local Distributor should either manually enroll the account or provide Competitive 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
- Any other rejection not included in 3.5.5.2(a)

In these cases, Competitive Supplier may contact the consumer via an email or phone call 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 – PURCHASE OF RECEIVABLES

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 final 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

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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, except that, regarding Section 16.1, the Competitive Supplier shall have ninety (90) days following written notice to cure; 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 PUC 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 by Municipality 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, unless such failure is due to Force Majeure or the Municipality's failure to perform its obligations hereunder, 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, however, that 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, but rather will be deemed a failure due to a Force Majeure event subject to the provisions in Article 19.6; or

e) by either Party for convenience, as set forth in Exhibit 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

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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 5.2 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 in English and Spanish (for written material) and English, Spanish, and Portuguese (for verbal communication). Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal

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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

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 pursuant to applicable public information access laws, specifically Title 38 of Rhode Island General Laws, and shall respond within any time constraints of which Competitive Supplier is promptly notified in writing by the Municipality. 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 by the Municipality because of the failure of Competitive Supplier to timely and appropriately respond to information requests governed by applicable public information access laws as set forth in this Section 6.3, *provided that* the Municipality has provided Competitive Supplier timely written notice of such information requests.

6.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with the ISO-NE,

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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 other encumbrances) to the Local Distributor for delivery to Participating Consumers, and 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 Point of Delivery to serve Participating Consumers, in addition to any other remedies available to Municipality on account thereof, the Competitive Supplier shall make all such arrangements 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

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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) business days after receipt (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 PUC 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, or inconsistent with PUC policy or directives.

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, which shall not be subject to such approval) 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

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after receipt ; 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.

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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 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 set forth in Exhibit A. The Municipality acknowledges that as long as such rates are established in accordance with the terms of Exhibit A, the Municipality accepts and approves such rates as so established.

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

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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 Retail 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

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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") with _____ ("REC Supplier") attached hereto as Exhibit C. Pursuant to the RPA, REC Supplier will provide, and Competitive Supplier will purchase RECs in a quantity described in Exhibit A of the RPA per year to support the Municipality's opt-out and opt-in programs as described in Exhibit A of the RPA. Competitive Supplier shall procure and provide any additional quantity of RECs, above and beyond RECs provided by REC Supplier, necessary to support the Municipality's opt-out and opt-in programs as described in Exhibit A. 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 RECs necessary to support the Municipality's opt-out and opt-in programs 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 Replacement RECs for the continuing term of the ESA sufficient to support the Municipality's opt-out and opt-in 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, then, to the extent Supplier has not yet provided written notification of the Retail Price for a Delivery Term in accordance with Pricing Exhibit A, 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 for such Delivery Term; or (2) increase the Retail Price as of the first day of such Delivery Term 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, then, to the extent Supplier has not yet provided written notification of the Retail Price for a Delivery Term in accordance with Pricing Exhibit A, 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 as of the first day of such Delivery Term in an amount sufficient to offset the reduction in the cost associated with the Replacement RECs. For avoidance of doubt, if the Retail Price has been publicly announced for a Delivery Term, the Municipality shall not have the option to reduce or increase the quantity of Replacement RECs.

9.3 SEPARATE MUNICIPAL REC AGREEMENT

The Municipality may direct Competitive Supplier to purchase RECs from the municipality or a designated third party under one or more separate written agreements. entered into between the Municipality and Competitive Supplier. Competitive Supplier shall include the RECs purchased from the Municipality or designated third party in the All Requirements

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Power Supply to be provided to the Municipality, as Additional RI REC Content.
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.

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 the may be adopted by a Governmental Authority. The Competitive Supplier shall, at least 30 days prior to the Service Commencement Date, provide a written description of its customer services, confidentiality and related practices and procedures for review by the Municipality.. Such services and practices shall comply with applicable law. Municipality may request changes to such services and practices, and, if such request is mutually agreeable to both Parties, Competitive Supplier shall amend its services and practices based on Municipality's request. 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 and allowing the Competitive Supplier sixty (60) days to cure such failure.

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

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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 fifteen (15) 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 in writing and provide the correct information or data to the Municipality or its agent within a Commercially Reasonable amount of 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 and as approved by the PUC in the Municipality's approved aggregation plan, to be disclosed to their 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 to which it applies (e.g., Q1 2022). The Disclosure Label shall 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

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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 solely 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. 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

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In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, in the event of a third-party claim against the Municipality, 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 (i) costs, (ii) claims, (iii) liabilities, (iv) damages, (v) expenses (including reasonable attorney's fees), (vi) causes of action, (vii) suits or (viii) judgments, arising from such third-party claim and 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 defense of such third-party claims 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 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

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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 on or before 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 5.2(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 which 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, and information exchanged between the Parties in the performance of this Agreement, may qualify as a public record subject to disclosure thereunder. 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 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 receiving Party's

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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, accountants and Associated Entities. This Article 17 shall survive the termination of this ESA for a period of two (2) years.

If either Party is required by law 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, subject to the public records laws referenced above, such Party shall make good faith efforts to provide the other Party with prompt written 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 reasonably incurred by the Municipality in connection with such efforts.

For the avoidance of doubt, subject to the public records laws referenced above, 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 which 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

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possible disclosure. Without limiting the provisions of this Article or Article 14 (including Competitive Supplier's right to assume the defense of any claim for fines or penalties against the Municipality), 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 Competitive Supplier reasonably determines that it cannot recover such additional material costs prior to termination or expiration of the ESA, then Competitive Supplier may implement a retail price adjustment after completing the actions described above in (a) through (e) of this Article; *provided that* the matter will then be subject to dispute resolution in accordance with Article 13.2. If the result of such dispute resolution process is a finding or ruling that Competitive Supplier was not entitled to the retail price adjustment imposed by Competitive Supplier, in whole or in part, Competitive Supplier shall issue refunds to all Participating Consumers 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 does not have the experience and financial ability to fulfill all obligations of the Competitive

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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 forty-five 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 and represent and warrant 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. Notwithstanding the foregoing, any assignment under this Article 18.1 shall comply with the Governmental Rules concerning assignments in Rhode Island.

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 Consumers/Participating Consumer may not be used by Competitive Supplier to market any additional products or services to Eligible Consumers or Participating Consumers 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:

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If to Competitive Supplier:

With copy to:

If to Municipality:

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

and

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the

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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

This ESA, including the Plan incorporated by reference in Section 19.14, 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 such termination 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.

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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 Municipality may adjust the amount of the commission fee from time to time by providing notice to the Competitive Supplier at least sixty (60) days prior to the start of the next Delivery Term as provided in Exhibit A; *provided that* the Municipality shall have completed all required action with the Municipality's governing officials and the PUC to enable such fee adjustment as of the start of such Delivery Term. The Competitive Supplier will include the then-current commission fee (including any adjusted commission fee as set forth above) in the Retail Price for energy, and agrees 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.

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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 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. Prior to the Service Commencement Date, the Municipality shall provide the Competitive Supplier, for its review and approval of the use of the name of Competitive Supplier, its parents or affiliates, copies of its web site and other marketing materials in which the name of a competitive supplier is typically used.

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.

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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.

19.19 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.

19.20 REMEDIES

19.20.1 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.

19.20.2 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 and shall not apply to claims of the Municipality against Competitive Supplier for indemnification of third party claims under Article 14.1.

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

2 A. My name is Shawn Brown. My business address is 350 East Main Road, Middletown, RI
3 02842.

4
5 **Q. Please describe your position and responsibilities in Middletown.**

6 A. I am currently serving as the Town Administrator in Middletown. The Administrator is the
7 chief executive officer for the town and the head of the administrative branch of government
8 along with serving as the director of public safety. The position is responsible for the direction,
9 coordination, and evaluation of the performance of town services and provides staff support to
10 the Council.

11

12 **Q. What is Middletown requesting in this proceeding?**

13 A. Middletown is requesting that the Commission approve the aggregation plan as submitted.

14

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

16 A. The purpose of this testimony is to provide the Commission with additional details and
17 context as to the process by which the aggregation plan was developed and approved by the
18 Town.

19

20 **Q. When did Middletown first authorize the development of an aggregation program?**

21 A. The Town Council approved an initial resolution recommending the creation of an
22 aggregation plan on March 7, 2022.

1

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

3 A. After the authorization, the Town issued a Request for Proposals from consultants to support
4 the Town in the development of the plan. The deadline for receiving proposals was May 19,
5 2022. Based upon responses received, the Town, at its January 17, 2023 meeting,¹ selected Good
6 Energy as its consultant, and Middletown's services agreement with Good Energy is included as
7 Attachment 4 to the aggregation plan.

8

9 **Q. Can you describe the process that led to the Council's approval of this aggregation**
10 **plan?**

11 A. Following an initial meeting with the Good Energy team, they provided an initial plan
12 document based on the currently operating programs in other Rhode Island municipalities. This
13 plan was reviewed internally by myself along with local proponents of the program and then
14 jointly with Good Energy to tailor the program's operations for Middletown. An initial draft of
15 the plan was presented to the Town Council at its meeting on August 7, 2023.² After discussion,
16 they referred the plan to a public hearing to take place on September 18, 2023, after being
17 noticed in the Newport Daily News on September 8 and September 15. The Council held the

¹ Minutes available at:
<<https://opengov.sos.ri.gov/Common/DownloadMeetingFiles?FilePath=\Minutes\4420\2023\451749.pdf>>.
Video is available at; <<https://middletownri.com/335/Town-Council>>. To review the video, select the
appropriate meeting in the drop down menu at the top right corner of the video on this site.

² Minutes available at:
<<https://opengov.sos.ri.gov/Common/DownloadMeetingFiles?FilePath=\Minutes\4420\2023\468429.pdf>>.
Video is available at; <<https://middletownri.com/335/Town-Council>>.

1 public hearing and asked additional clarifying questions to Good Energy. Following the
2 discussion on September 18, the Council approved the plan and directed it to be submitted to the
3 Public Utilities Commission for its review.³

4

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

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

7

³ Minutes available at:
<<https://opengov.sos.ri.gov/Common/DownloadMeetingFiles?FilePath=\Minutes\4420\2023\472123.pdf>>.
Video is available at; <<https://middletownri.com/335/Town-Council>>.

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

2 My name is Patrick Roche, and my business address is 131 Dartmouth St, Boston, MA 02116.

3

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

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

7

8 **Q. Please describe your present responsibilities.**

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

12

13 **Q. Have you previously testified before the Rhode Island Public Utilities Commission**
14 **(“Commission”)?**

15 A. Yes, I have submitted testimony in connection to the following active aggregation programs:

- 16
- 17 ● Docket #5169 - Town of Portsmouth Aggregation Plan
 - 18 ● Docket #5212 - City of Newport Aggregation Plan,
 - 19 ● Docket #22-10-EL - Town Narragansett Aggregation Plan, and
 - 20 ● Docket #23-25-EL – Town of Bristol Aggregation Plan

21 I have also participated in technical sessions or submitted testimony in connection with the
22 following dockets:

- Docket #5058 - Terms and Conditions for Municipal Aggregators

- 1 ● Docket #5073 - Purchase of Receivables, and
- 2 ● Docket #22-02-EL - Last Resort Service.

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 provides 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.

20

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 (“AMP”), allowing the electric distribution company to forgive a portion of their**
13 **arrears in exchange for successfully completing a billing plan. Will this benefit be**
14 **impacted?**

15 A. Yes. In the finalization of the Terms and Conditions for Municipal Aggregators, an AMP is
16 only available to customers on the utility’s Last Resort Service. This means that that customers
17 who are currently enrolled in an AMP will not be eligible for automatic enrollment. Upon the
18 completion of an AMP, the customer shall be treated as a new customer and eligible for
19 automatic enrollment following an opt-out period. Also, customers who are in the aggregation
20 program and would like to set up an AMP will have to opt out of the aggregation and take utility
21 supply for the duration of their AMP.

22

1 **Q. The Act also requires there to be “equitable treatment” of the classes of customers who**
2 **participate in the program. How is that going to be achieved?**

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

10

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

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

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

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

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

Q. What are the key operational components of the program?

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

1 **Q. How will the Town of Middletown go about choosing a supplier under this program?**

2 A. Given the progress of other Rhode Island communities in the development and
3 implementation of aggregation programs, the Town of Middletown is expected to have two
4 potential pathways to select a supplier.

5
6 First, Middletown could elect to issue a competitive bid for electricity supply services, either
7 individually or as part of a buying group which includes other communities that have approved,
8 though not yet implemented, aggregation plans. Good Energy will issue a Request for Proposals,
9 specifying the terms and conditions of the solicitation and requesting bids for specified products
10 and a preferred contract term for the supplier. At the time of selection, an authorized
11 representative of the Town shall select a bid that is consistent with the Council's directive. If
12 participating in a buying group, the authorized representative from the Town shall select a bid
13 after reaching consensus with the authorized representatives of the other participating
14 communities. The Town will never be under obligation to select any bid.

15
16 Additionally, Middletown is expected to be offered terms by the current supplier to the existing
17 buying group that is serving the seven active aggregation programs in Rhode Island. Middletown
18 will have an opportunity to evaluate the terms on which they may join the buying group and elect
19 to work in conjunction with other Rhode Island municipalities for their collective benefit.

20
21 Prior to being able to evaluate these two courses of action, Middletown will need to have its
22 aggregation plan approved.

1

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

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

11

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

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

1 The consumer notification letter informs residents of the impending change in their electricity
2 supply and notifies them how to opt out if they do not want to participate, including providing
3 them a postage-paid mailer to return to opt out along with phone and online options. There will
4 be a minimum 30-day opt-out period whereby all eligible customers may choose to opt out of the
5 program before ever taking service from the competitive supplier chosen by the 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 RI Energy and asking to be returned to Last
10 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. Finally, has this Plan been provided to the electric distribution company that serves the**
19 **customers to whom this program will be available, as required by the Act?**

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

22

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

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