

Rhodes Consulting, James G. Rhodes Esq.
205 Governor St.
Providence, RI 02905

*BY US POST DELIVERY
AND ELECTRONIC SERVICE*

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

Re: REQUEST FOR APPROVAL OF CITY OF CENTRAL FALLS'S COMMUNITY
ELECTRICITY AGGREGATION PLAN

Dear Ms. Massaro:

Enclosed for filing please find the Petition of City of Central Falls for the Approval of Community Electricity Aggregation Plan ("Petition"). The City of Central Falls ("City") 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 City following the local process as outlined in Attachment 1, including publishing the plan online and providing an opportunity for public review and comment.

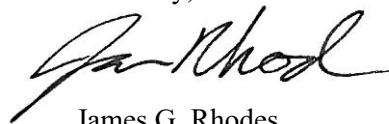
The City has contracted with Good Energy, L.P. ("Good Energy") to assist with the preparation of the Plan and related regulatory filings. *See* Attachment 3. Good Energy and its counsel are thus delivering the Petition on behalf of the City.

Also enclosed, please find a Notice of Appearance. Please also enter an appearance on behalf of the City by Matthew Jerzyk, Central Falls Solicitor, 580 Broad Street, Central Falls, RI 02863..

An original and nine (9) paper copies of the Petition and supporting documents have been sent via U.S. Postal Service in addition to this electronic version, which has been sent to the individuals listed below.

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

Sincerely,



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

cc: Juliana Griffiths, National Grid
Jennifer Hutchinson, National Grid
Andrews Marcaccio, National Grid
Matthew Jerzyk, Central Falls
Thom Deller, Central Falls
Philip Carr, Good Energy

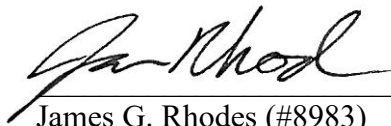
**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION**

Petition of City of Central Falls 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 Good Energy, L.P.



James G. Rhodes (#8983)
Rhodes Consulting, James G. Rhodes Esq.
205 Governor Street
Providence, Rhode Island 02906
james@jrhodeslegal.com
Phone: 401-225-3441

Dated: July 3, 2020

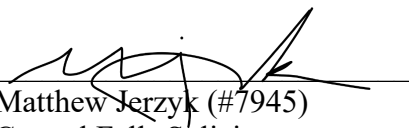
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to R.I. Gen. Laws § 39-3-1.2)

Docket No. _____

APPEARANCE OF COUNSEL

In the above-captioned proceeding, I hereby enter my appearance on behalf of The City of Central Falls.



Matthew Jerzyk (#7945)
Central Falls Solicitor
580 Broad St.
Central Falls, Rhode Island 02863
mjerzyk@centralfallsri.us
Phone: 401-556-7412

Dated: July 3, 2020

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

Petition of the City of Central Falls for the)
Approval of the Proposed Community)
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to R.I. Gen. Laws § 39-3-1.2)
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**THE CITY OF CENTRAL FALLS’S PETITION FOR APPROVAL OF
COMMUNITY ELECTRICITY AGGREGATION PLAN**

The City of Central Falls (“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 longer-term price stability than provided by the electric distribution company, 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 provide a portion of renewable energy through renewable energy certificates (“RECs”). The program will employ a procurement process designed to maximize potential savings and will provide benefits and protections for consumers, including the right for any customer to opt-out of the program at any time at no charge.

2. The Municipality formally initiated the process to develop an aggregation plan through the passage of a resolution by majority vote of the Council, its legislative authority. The resolution included 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 vote and actions of the Municipality preceding and following this vote for approval are outlined in the Historical Overview. *See 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) Thomas Deller, Director of the Central Falls Department of Planning and Economic Development, who has direct knowledge as to the process by which the plan was developed and approved, and (ii) Philip Carr, Managing Director for Energy Sales at Good Energy, who is an expert on the development and administration of Community Electricity Aggregation programs.

5. The Municipality engaged in a competitive bidding process with other municipalities (City of Providence, Town of Barrington, and Town of South Kingstown) and jointly issued a Request for Proposals for Community Choice Aggregation Consulting Services. These municipalities selected Good Energy L.P. as its community choice aggregation consultant through an open and competitive process. The Municipality has entered into a Services Agreement with Good Energy L.P., which is acting as the Municipality's agent in this proceeding.

6. 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. Governmental aggregators are required to conduct their business openly and with full public participation. The Municipality requests a streamlined process, including a public hearing, and an opportunity for interested persons to submit written comments.

7. The Municipality also respectfully requests approval to meet its, and its competitive supplier's, affirmative obligation under 810-RICR-140-05-3.4 *et. seq.* and R.I. Gen Laws § 39-26-9 to provide energy disclosure directly to consumers by employing an alternative disclosure strategy that may include public service announcements, postings at Municipality buildings and postings on the program website. Any requirement for quarterly direct mailings would be burdensome and expensive, raising the supply price for customers.

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 alternative process for complying with energy disclosure requirements; and
4. Provide such other and further relief as may be necessary or appropriate.

Respectfully submitted,

MUNICIPALITY

By Attorney for Good Energy, L.P.

A handwritten signature in black ink, appearing to read "Ja Rhodes", is written over a horizontal line.

James G. Rhodes
Rhodes Consulting
205 Governor St.
Providence, RI 02905
401-225-3441
james@jrhodeslegal.com

Dated: July 3, 2020

CENTRAL FALLS COMMUNITY ELECTRICITY AGGREGATION PLAN

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I. OVERVIEW OF THE AGGREGATION PLAN

The following is Central Falls's ("Municipality") Community Electricity Aggregation Program ("Program"), developed consistent with Section 1.2 of Chapter 39-3 of the RI General Laws. This plan 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 with the goals of delivering price stability, cost savings, and an increase in the percentage of renewable energy. This plan details the process to implement the Program and its consequences.

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

II. CLASSES OF CONSUMERS THAT MAY PARTICIPATE.

II.A. APPLICABLE CLASSES

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

II.B. UNIVERSAL ACCESS & EQUITABLE TREATMENT

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

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

First, the Program will distinguish among 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 consumers receiving the standard product and consumers that affirmatively choose an optional product. The program will solicit separate pricing for each of the standard and optional products.

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

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

III. PROGRAM ORGANIZATIONAL STRUCTURE.

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

- City Council: The Plan will be approved by the City Council, the elected representatives of the citizens of the Municipality, and overseen by the City Council or designee of the City Council. The City Council or designee(s) of the City Council will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Aggregation Consultant. Prior to the receipt of bids from Competitive Suppliers, the designee(s) of the Town Council shall be specifically authorized to enter into an Electric Service Agreement (“ESA”) under parameters specified by the City Council.
- Central Falls Mayor: The City Council delegates its authority to the Mayor for the proper execution of this Aggregation Plan consistent with applicable R.I. General Laws. The Mayor shall convene an advisory committee that shall be composed of at least the Director of Planning & Economic Development, City Clerk, and Director of the Department of Public Works. This Committee shall regularly meet with the Aggregation Consultant for the purpose of providing oversight of the Aggregation Program and make recommendations to the Mayor on program amendments. The Mayor shall provide, at least annually, reports to the City 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.

- Aggregation Consultant: The Aggregation Consultant will manage certain aggregation activities under the direction of the Town Council or designee of the Town Council. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with National Grid and monitoring the supply contract. The Municipality has selected Good Energy, L.P. to provide these services.
- Competitive Supplier: The Competitive Supplier will provide power for the aggregation, provide consumer support including staffing an 800 number for consumer questions, and fulfill other responsibilities as detailed in the Electricity Supply Agreement (ESA). The Competitive Supplier shall be required to enter into an individual ESA with the Municipality under terms deemed reasonable and appropriate for the Town's constituents by the Town Council.
- Buying Group: The Municipality may elect to join with other municipal aggregators in combining its load for purposes of soliciting bids from Competitive Suppliers. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. The Municipality shall be represented by the designee(s) of the Town Council on the executive committee of the Buying Group. The Municipality, through its designee as specifically authorized by the Town Council, shall select a Competitive Supplier based on the needs of the Municipality and shall not be required to select the same terms or Competitive Supplier as other members of the Buying Group.
- Applicable Consumers: Applicable Consumers shall include consumers of electricity located in Applicable Classes within the geographic boundaries of the municipality who are (1) Standard Offer Service consumers; (2) Standard Offer Service consumers who have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; or (3) consumers receiving Standard Offer Service plus an optional renewable energy product that allows concurrent enrollment in either Standard Offer Service or competitive supply. The following consumers shall be excluded as Applicable Consumers: (1) Standard Offer Service consumers who have asked that National Grid not enroll them in competitive supply; (2) Standard Offer Service consumers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) consumers receiving competitive supply service.

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

- Standard Product. Central Falls intends to offer the Local Green as its standard product. Central Falls Local Green product is expected to include 10% renewable energy above the Renewable Energy Standard (RES) as required by the State of Rhode Island, with the exact amount to be determined. This product is intended to include as many renewable energy credits (RECs) produced by new renewable energy sources in Rhode Island as possible. The exact percentage of renewable energy to be included in Central Falls Local Green will be determined after the receipt of bids from competitive suppliers with a goal of maintaining rough cost parity with National Grid's Standard Offer product. Including RECs from new, renewable energy sources enables customers to have a meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.
- Basic. Some customers may feel that the amount of new, renewable energy required by the RES in Rhode Island includes sufficient amounts of RECs to fulfill their renewable energy objectives.

This product offers the same amount of renewable energy offered by National Grid's Standard Offer product.

- Local Green 100%. For customers that want more electricity generated from new, renewable energy resources than is offered by Local Green, this product offers up to a 100% renewable energy option. The exact amount of renewable energy to be included with this product will be determined at a later date and will be the same for all customers choosing this option. If this product includes RECs in an amount less than 100% of a customer's metered consumption, the Municipality will rename the product to appropriately reflect the amount of RECs the product contains. This enables customers who chose this option to have a more meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.

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 electric supply service, including quarterly notifications regarding the sources and renewable content of the power supply. The implementation of an aggregation requires extensive interaction between the Municipality, the Competitive Supplier, and National Grid.

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

Power Supply

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

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

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

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

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

The Municipality will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Municipality will request bids for a variety of term lengths (e.g. 12,

24, 36 or 48 months) and for power from different sources. Prior to delivery of the bids, the City Council shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the Town Council deems appropriate for its constituents. In consultation with its Aggregation Consultant, the designee(s) of the Municipality will evaluate the bid results including price, term and source. Whether the Municipality 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 constituents. Participation in the Buying Group shall not require the Municipality to select the same price, terms or supplier as other members of the Buying Group. If none of the bids is satisfactory, the Municipality will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a price that is acceptable. The Municipality will only accept a bid that enables it to launch the aggregation with a price, terms and characteristics that meet the criteria set by their municipal officials.

Following the selection of a supplier, the City Council shall submit to the Public Utilities Commission the results of its solicitation of bid proposals and the terms of its ESA with the chosen supplier.

Renewable Energy

In addition to soliciting bids for power supply that meet the required Rhode Island RES obligation, the Municipality intends to solicit bids for a supply of additional new renewable energy resources, as defined in Section 5 of Chapter 39-26 of RI General Laws for its *{products as described above}*. The Town Council, or their designee, will determine the appropriate percentage of additional renewable energy to be included with the standard product and the optional products based upon their assessment of market conditions and what would be in the best interest of consumers at the time of the power supply solicitation.

The Municipality will require bidders to identify the technology, vintage, and location of the renewable generators that will be meeting the renewable energy requirements for each of its products. It will also require that the renewable energy sources be created and recorded in the New England Power Pool Generation Information System (NE-GIS) or be certified by a third party. The Municipality may provide consumers with renewable generation source information through a variety of vehicles including the program web site, content disclosure labels and the consumer notification letter.

IV.B. IMPLEMENT PUBLIC EDUCATION CAMPAIGN.

Once a winning supplier is selected, the Municipality will implement a public education program.

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 Municipality intends to build enthusiasm for and understanding of the aggregation through community-wide events and presentations. As a result, the Municipality anticipates a high level of awareness about the aggregation by 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 Municipality'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 Standard Offer Service with National Grid. The notice will be a direct communication of the Municipality, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the program. The notice will: (1) introduce and describe the program; (2) inform consumers of their right to opt-out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt-out before program launch and how to opt-out after program launch; and (4) prominently state all program charges and compare the price and primary terms of Municipality's competitive supply to the price and terms of the current Standard Offer Service offering provided by National Grid. The notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Standard Offer Service over the full term of the Program. The competitive supplier shall bear all expenses regarding the consumer notification letter.

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 and the Municipality 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 Municipality'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 Standard Offer Service with National Grid who did not opt-out. All enrollments and other transactions between the competitive supplier and National Grid will be conducted in compliance with the relevant provisions of Commission regulations, Terms and Conditions for Competitive Suppliers, 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.

Also, as part of ongoing operations, the Municipality may coordinate the aggregation program with existing energy efficiency programs that have helped residents reduce their energy usage and cost. The Municipality will cooperate with National Grid responsible for administering the energy efficiency programs. The specifics of this coordination will be developed as the aggregation program gets closer to launch. It is anticipated that at a minimum there would be cross participation whereby aggregation program consumers would be encouraged to participate in energy efficiency programs and those consumers who participate in energy efficiency programs would be encouraged to consider a green product offered by the aggregation program.

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, providing consumer support, interacting with National Grid, monitoring the supply contract, and providing ongoing reports. This charge has been set at \$0.001 per kilowatt-hour.

VI. RATE SETTING AND COST ALLOCATION AMONG PARTICIPANTS.

As described above, the power supply charges of the aggregation program will be set through a competitive bidding process and will include the aggregation fee and applicable taxes pursuant to the ESA. Prices, terms, and conditions may differ among consumer classes, which classes will be the same as the Standard Offer Service consumer classes of National Grid. The frequency of price changes will be determined through the competitive bid process. The Municipality expects to solicit bids for a number of different contract terms. Prices may change as specified in the winning bid and consumers will be notified of price changes through media releases and postings on the aggregation web site.

If there is a change in law that results in a direct, material increase in costs during the term of the ESA, the Municipality 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 Municipality will notify consumers of the change in price by issuing a media release and posting a notice in municipal offices and on the program website.

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

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

VII. ENTERING AND TERMINATING AGREEMENTS.

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

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

VIII. RIGHTS AND RESPONSIBILITIES OF PROGRAM PARTICIPANTS.

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

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

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

IX. EXTENSION OR TERMINATION OF PROGRAM

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

Although the Municipality is not contemplating a termination date, the program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Town Council or designee of the Town Council to dissolve

the program effective on the end date of any outstanding ESA. In the event of termination, consumers would return to the Standard Offer Service of National Grid, unless they choose an alternative competitive supplier. The Municipality will notify consumers of a planned termination of the program.

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

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

ATTACHMENT 1: HISTORICAL OVERVIEW - PLAN DEVELOPMENT

1. Passage of authorizing resolution

On July 8, 2019 Central Falls City Council passed the following resolution to authorize the initiation of an aggregation program:



Authorizing the Research, Development and Implementation of the Community Choice Aggregation (CCA) Programs in Central Falls

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, CCA programs provide the opportunity to bring the benefits of competitive choice of electric supplier, longer-term price stability and more renewable energy options to the residents and businesses of the City of Central Falls and other municipalities in Rhode Island.

NOW, THEREFORE, BE IT RESOLVED, that the City Council authorizes the Director of Planning and Development to research, develop and implement a plan to aggregate the retail electric loads within the City through a CCA program in accordance with the Act.

BE IT FURTHER RESOLVED, that the City Council authorizes the Mayor and the Department of Planning and Development to develop and implement an aggregation plan under which all eligible customers will be automatically enrolled in the program unless such customers opt-out of the program consistent with the requirements of the Act.

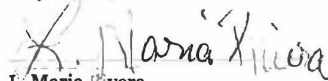
BE IT FURTHER RESOLVED, that the City Council authorizes the Mayor to engage a consultant with experience in developing and administering CCA programs to assist the City in the creation and operation of an aggregation plan and CCA program provided that the City shall not be required to draw upon the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

BE IT FURTHER RESOLVED, that the Mayor and appropriate City departments shall provide regular updates to the full City Council regarding the development and implementation of the aggregation plan and CCA program.

BE IT FURTHER RESOLVED, that the City Council authorizes the Mayor 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.

Introduced by Councilperson Maria Rivera, per request

July 8, 2019


L. Maria Rivera
City Council President


Sonia Grace
City Clerk

2. Signed agreement with Municipality's aggregation consultant

On March 4, 2020 Central Falls selected aggregation consultant Good Energy, based on a competitive Request for Proposals process led by the City of Providence.

3. Creation of a Draft Plan

Municipal staff developed a draft aggregation plan in concert with the aggregation consultant and completed a draft that was made available for public review starting on April 30, 2020. At such time it was published on the City of Central Falls website..

4. Public hearing on Draft Plan

Municipality held a public hearing on May 11, 2020 to review and take comments on the draft plan. Municipality made the draft plan available for public review from April 30, 2020 through May 11, 2020. During this time the draft plan was available for review at <http://www.centralfallsri.us/ped>.

Prior to the hearing, Municipality published a notice of the hearing in The Pawtucket Times on May 2, 2020 and again on May 9, 2020.

5. Response to public hearing

Municipality reviewed comments made at the public hearing, which are logged in the Municipal Councils' records for the meeting. Based on the comments, Municipality elected not to make any substantive changes. Council members did inquire about further opportunities to shape the plan and to ensure that sufficient consumer protections are in place for residents that may leave and re-enter the program.

6. Finalization of Plan

Since the Council elected not to make any substantive changes, it opted to approve the plan at the end of its public hearing. The Council approved the finalized Plan by unanimous vote on May 11, 2020.

7. Submission of Final Plan to Public Utilities Commission

Municipality submitted the finalized plan to the Public Utilities Commission via electronic mail with hard copies to follow on July 3, 2020 to seek the required regulatory approval.

ATTACHMENT 2: EDUCATION & OUTREACH PLAN DETAIL

2-I. PROGRAM OPERATIONS: IMPLEMENT PUBLIC EDUCATION CAMPAIGN

2-I.A. INITIAL OUTREACH AND EDUCATION MECHANISMS

The initial outreach and education will provide a description of the Program for eligible consumers and will be conducted via traditional print and TV channels, social media, a dedicated website, public presentations and personal communications to inform eligible 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' Standard Offer Service rate over the full term of any supply contract entered into by the Municipality.

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

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

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

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

Consumer Service Center: The Program will maintain a toll-free telephone number to address eligible consumer's questions regarding the Program, deregulation, the opt-out process, price information and other issues eligible 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. Presentations will be made in person as possible, but if needed the presentations will be facilitated through virtual means.

2-I.B. CONSUMER NOTIFICATION LETTER

The consumer notification letter will be sent via standard mail to the billing address of each eligible consumer on Standard Offer 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 as 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	60	Ongoing
Work with local media resources	60	30
Active social media outreach	30	30
In person presentations	30	30
Distribute marketing materials	30	30
Consumer help line	30	Ongoing
Mail post-card to all eligible accounts	15	
Consumer notification letter arrives	0	

Consumer Website Launch

- **CNL -60.** Once launched, website is maintained for the entire duration of program.
- **Website:** Good Energy develops and manages 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 participants.

Work with All Local Media Resources:

- **CNL -60 through CNL +30**
- **The Times (Pawtucket):** As the Town's dominant news outlets, *The Times* will be especially important in the dissemination of accurate and timely information about the aggregation program. As part of this targeted outreach to these papers, the Municipality will seek a meeting with the editorial board(s) to discuss featuring a story on the program and to set a good foundation for

continued dialogue over the course of the program.

- **Press Releases:** Develop press releases to send to:
 - Other local print and online papers include: Providence Journal and Valley Breeze for Cumberland/Lincoln and Pawtucket (<https://www.valleybreeze.com/>), Latino Public Radio's website (<https://lprnoticias.com/>), and Boston Globe's Rhode Island section
 - Local TV news stations such as WPRI Channel 12 (CBS), WJAR 10 (NBC), WLNE 6 (ABC), WRIS-CW (Telemundo), and WNAC (FOX) ; and
 - Radio stations: 89.3 FM (RI Public Radio) and live stream Latino Public Radio (<https://lprnoticias.com/>)

Prepare municipal staff or volunteers for interviews that may result from press releases.

- **Videos with Public Access Channel:** The Municipality will seek to work with the Lincoln Public Access Studio of RI Public Access TV (the studio covering the Central Falls area) to create and air content about the program. This can include a Q&A interview to explain the program as well as short clips to be posted on social media or the program website.

Set Up Consumer Help Line

- **CNL -30.** Once set up, the consumer help line will remain in effect for the entire program.
- **Good Energy & Supplier Help Lines:** Set consumer help lines with the competitive supplier and Good Energy to answer consumer inquiries.

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

- **CNL -30 through CNL +30:**
- **Social Media:** Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the Municipality's dedicated website. In concert with the Municipality's communication leads, develop a campaign of planned tweets and Facebook 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. Draft content and graphics to accompany the posts, to be posted by Municipality staff.
 - Municipal social media accounts to use are:
 - Official City accounts
 - Facebook: @CityOfCentralFallsRi
 - Twitter: @CentralFalls_RI
 - Mayor's Newsletter
 - Municipality will evaluate whether to use the social media of the Mayor and Office of Health.
 - 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.

Monitor various channels including Facebook and Twitter 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.

Identify key social media influencers in the Municipality, including lawmakers, advocates and reporters. Develop a spreadsheet of the social media handles/accounts and reach out to them to keep them informed about the aggregation program.

- **In-person presentations**

Presentations will be made in person as possible, but if needed the presentations will be facilitated through virtual means.

- **Local Groups:** Connect with local groups and associations to see if representatives of the Municipality 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.

Example associations include:

- Pawtucket-Central Falls Development
- Fuerza Laboral
- Progreso Latino
- Broad Street Regeneration Initiative

- **Chambers of Commerce:**

- Reaching the business community will be important. Small and medium businesses are often well suited to the aggregation, but many large businesses may be better served in the competitive market. Presenting to business groups can start this dialogue and lead to additional outreach to and connection with businesses.

Associations include:

- Hispanic Chamber of Commerce RI
- Northern Rhode Island Chamber of Commerce

- **Municipal Council Meetings:** Present or provide materials for the Council meetings and any constituent meeting they may have.
- **Schools and Parent Teacher Organizations:** Connect with school organizations such as the Central Falls Parent Advisory Council (PAC).

- **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, “Local Groups” listed above and other interested community groups or faith communities the City may identify.

Distribute to key locations such as Public Library and Municipal Offices.

Mail Post-Card to All Applicable Consumers

- **CNL -15**
- **Post card:** Send out prior to consumer notification letter. Establishes that there is a community-sponsored aggregation program and increases the likelihood that recipient engages with the more detailed consumer notification letter.

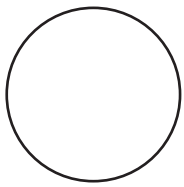
Consumer Notification Letter Arrives in Mailboxes

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

2-II. PROGRAM OPERATIONS: ONGOING OUTREACH AND EDUCATION

The Municipality intends to continue outreach and education for consumers after enrollment in the aggregation program, particularly with respect to changes in offerings and prices, which will be posted on the Program website that is linked to the website of the Municipality. The types of information the Municipality expects to communicate through the continuing education efforts include: revisions to programs and prices; responses to frequently asked questions; Program goals and performance; rights and procedures for Program participants; contact information for consumer inquiries and details regarding the Program's electric supply and renewable attributes. In addition to the websites, outreach and education may also be provided through: bilingual public service announcements; bilingual interviews with local media outlets; bilingual news releases in local media; notices in newspapers; public postings in municipal offices and other public buildings (i.e. library, Senior Center, etc.) where residents may meet for municipal events; presentations to municipal officials and interested community groups; and information disclosure labels posted quarterly on the Program website.

ATTACHMENT 3: CONSUMER NOTIFICATION LETTER



Town of YourTown Community Electricity Aggregation Program

[Date - Georgia Bold]

Dear YourTown Electricity Customer,

The Town of YourTown is launching YourTown Community Electricity Aggregation (YourTown CEA) which will provide new town-vetted options for electricity supply. National Grid will continue to deliver your electricity, however the electricity supplier will be chosen by YourTown through a competitive bidding process that leverages the bulk buying power of our community.

You are receiving this letter because you currently receive Standard Offer Service electricity supply from National Grid. **You will be automatically enrolled in YourTown CEA “Local Green”** as of the [Month & Year] electricity meter read, unless you choose one of our optional products or choose to opt out. **If you choose to opt out you must mail and postmark the enclosed opt out card on or before [month/day/year] to avoid automatic enrollment in YourTown CEA.** Please read on to learn more about YourTown CEA!

— Jane Smith, YourTown Council President/Mayor

YOURTOWN CEA GOALS



Price Stability

YourTown CEA has a fixed price for XX months: from MM-YYYY through MM-YYYY. In contrast, National Grid Standard Offer Service prices change every 6 months for residential and commercial customers and every month for industrial customers, and thus may be above or below the YourTownCEA rate in any subsequent period.



Local Renewable Energy

YourTown CEA's standard product includes XX% more local renewable energy, known as Rhode Island New (RI New), than required by the State. This means you have cleaner electricity and you are helping to support the growth of renewable energy in our region. We have optional products that have even more renewable energy, too.



Consumer Protection

YourTown CEA includes consumer protection-focused terms and conditions such as the ability to leave the program at any time without penalty.



Electricity Choice

YourTown CEA offers XX# different electricity supply choices. These products are provided by the electricity supplier, **SupplierName**, selected by YourTown through a competitive bidding process.

Esta notificación contiene importante información sobre su electricidad en la Ciudad de YourTown. Esta notificación está disponible en Español en YourTownCEA.com. Si tiene cualquier pregunta por favor llame al XXX-XXX-XXXX.

To opt out before YourTown CEA begins, do one of the following before [month/day/year]:

Mail and postmark the enclosed, postage-paid opt out card included with this letter

Call [SupplierName] at xxx-xxx-xxxx,

OR

Submit the Opt Out form online at xxxxxx.com

YOURTOWN CEA OPTIONS

Standard Product:

1

Local Green: This is the standard product that you will be **automatically enrolled in** if you do nothing. It includes XX% (#inwords) more local renewable energy (RI New) than required by State law. **This product helps you be a climate leader, while still focusing on competitive prices.** The goal for this product is to be equal to or lower than the average National Grid Standard Offer Service rates over YourTown's contract term.

Optional Products: YourTown CEA also offers three optional electricity products, each with differing amounts of renewable energy relative to State requirements. To enroll in any of these optional products, you must contact the supplier, **SupplierName**, at XXX-XXX-XXX or XXXXXXXX.com

2

Local Green 100%: This is an **optional product**. It includes one hundred (100) percent more local renewable energy (RI New) than required by State law.

3

Local Green 50%: This is an **optional product**. It includes fifty (50) percent more local renewable energy (RI New) than required by State law.

4

Basic: This is an **optional product**. It includes **no more** of local renewable energy (RI New) than required by State law.

YOURTOWN CEA PRICING

	Electricity Supply Product	Renewable Energy Above State Requirements	Residential	Commercial	Industrial	Price Period
YourTown CEA:	Local Green (standard)	X% RI New	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	Month/Year – Month/Year Rates apply to service beginning and ending on the days of the month that your meter is read
	Local Green 100% (optional)	100% RI New	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	
	Local Green 50% (optional)	50% RI New	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	
	Basic (optional)	None	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	
What You Have Now:	National Grid Standard Offer Service	None	\$X.XXXX/kWh	\$X.XXXX/kWh	\$X.XXXX/kWh	Month 1, Year - Month 31, Year Residential and Commercial* Month 1, Year - Month 31, Year Industrial*
<p>*No guarantee of savings. National Grid Standard Offer Service rates for electric supply change every six months for Residential and Commercial customers and every month for Industrial customers. National Grid Standard Offer Service rates may be above or below the YourTown CEA rates for customers during any subsequent period. Program prices could also increase as a result of a change in law that results in a direct material increase in costs during the term of the electric supply contract.</p> <p>Rates indicated above are for Supply Services only. Administrative adder for all YourTown CEA products are included in above rates. This fee is \$0.001/kWh for the aggregation consultant. The YourTown CEA rates also include taxes which are billed as part of the power supply charge.</p>						

YOURTOWN CEA PARTICIPATION

To enroll in **YourTown Local Green**, you do not need to take any action! To enroll in an optional **YourTown CEA product**, contact the supplier [SUPPLIER NAME] or use the online form at YourTownCEA.com. If you don't want to participate, mail and postmark the enclosed opt out card on or before [month/date/year] to avoid automatic enrollment in YourTown CEA.

Budget Plan or Eligible Low-Income delivery rate consumers will continue to receive those benefits from National Grid. **Solar Electricity Consumers** will not be impacted and will continue to receive all net metering credits and Renewable Energy Growth program payments while participating in the Program.

You can leave the Program anytime after you've enrolled, with no early termination fees! There is no penalty charge for leaving Standard Offer Service, however, Industrial customers leaving fixed price Standard Offer Service may receive a billing adjustment that may be a credit or a charge. If you leave the program, your account(s) will be returned to UtilityName's Standard Offer Service on the next meter read.

How to access information about Standard Offer Service: visit <http://www.ripuc.ri.gov/index.html#rates> or call (401) 780-9700.

If you are receiving electricity supply from a competitive supplier and believe you have received this opt out letter in error, you must sign and return the enclosed opt out card. This will ensure you continue to receive your electricity from that competitive supplier and prevent any possible early termination fees.

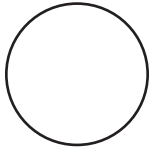
Tax-exempt small business customers must provide a copy of their Energy Exemption Certificate directly to XXXXXXXXXX via email at xxxxxx@xxxx.xxx, fax xxx-xxx-xxxx, or mail at XXXXX in order to maintain their tax exempt status.

CUSTOMER SUPPORT & MORE INFORMATION

For more information:

Visit **YourTownCEA.com** or call XXX-XXX-XXXX

To select an optional YourTown CEA product or to opt out of the program, please, contact [SUPPLIER NAME] at: xxx-xxx-xxxx between 9AM – 5PM, email at xxxxxx@xxxx.xxx, fax at xxx-xxx-xxxx or mail at 123 Main St Wonderland, AB, 12345.



YourTown

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

Presorted
Standard
U.S. Postage
Paid
XXXXX
XXX

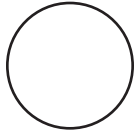
Current Resident Name

1234 Main St
YourTown, RI, 12345

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

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

Opt Out Reply Card



YourTown

Community Electricity Aggregation
Program

Current Resident Name

1234 Main St
YourTown, RI, 12345



Signature

Date

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

Opt Out Instructions

If you do not want to participate:

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

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

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

ATTACHMENT 4: GOOD ENERGY SERVICES AGREEMENT

SERVICES AGREEMENT

Professional Energy Consulting Services to a Governmental Aggregator

4th This Services Agreement ("Agreement") is made and entered into and effective on this day of March 2020 ("Effective Date") by and between the **City of Central Falls** ("City"), a Rhode Island municipality, with administrative offices located at 580 Broad Street, Central Falls, RI 02863, and **Good Energy, L.P.** ("Good Energy"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016.

Recitals

WHEREAS, City 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 City's geographic boundaries; and

WHEREAS, City desires to engage Good Energy to perform professional consulting services for City 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. Assist the City in the preparation of a community electricity aggregation plan (the "Plan") in consultation with the City, including the following issues, as applicable:
 - Overview of process and consequences of aggregation.
 - Classes of customers that may participate.
 - Program organizational structure.
 - Program operations.
 - Program funding.

- Rate setting and cost allocation among participants.
 - Entering and terminating agreements.
 - Rights and responsibilities of program participants.
 - Extension or termination of program.
 - Renewable energy content and sourcing.
2. Assist the City with presenting the Plan to the community for comments, revising the Plan as needed, and presenting the Plan and the comments received to the City Council and other key decision-makers for review and/or approval;
 3. Lead and assist with all required consultations and filings with the Rhode Island Public Utilities Commission in regard to the Plan;
 4. Assist the City in the preparation, launch and on-going management of a community electricity aggregation program, consistent with its Plan as determined by the City;
 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 City, if required, and coordinate and facilitate communications between the EDC and City, including the confidential exchange of customer information and other information between the EDC and the City;
 6. Develop the contract terms and conditions for the Electric Service Agreement ("ESA") between City 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 City 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 City;
 8. Engage expert partners to provide analysis of Class I Renewable Energy Credit ("REC") market and assist City in determining how to source RECs for its default and optional products. Assist City, 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. Manage 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 City;
 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. Assist the City 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 City 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 City 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 City 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 City. City acknowledges that Good Energy is not a party to the ESA and that it will be the responsibility of the City 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. Assist City 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 City and expert partners to develop new, innovative green-up products; 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 City.
- B. Give prompt notice to City should Good Energy acquire knowledge of any fault or deficit in the Program or any nonconformance with the ESA.

- C. Remit to City 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.
- 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 City, 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 City. Notwithstanding the foregoing, any approval or lack of objection of the City to any sub-consultant shall not relieve Good Energy of its responsibility for all Services.

II. Obligations of City.

City 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 City 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 City any affirmative duty to inquire of any such fault or deficit, and provided further that the failure of City 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 City 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 City and a competitive supplier entered into during the term of this Agreement, or as otherwise mutually agreed to by City and Good Energy. City 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 City 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 City 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 City's termination rights described in Section III, City 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 City 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 City. Neither Good Energy nor any of its officers, agents, employees, representatives or subcontractors shall be considered an employee, direct or indirect, of the City 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 City 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 City, 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 City, 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 City 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 City. City maintains the right to audit the Form I-9s for all individuals Good Energy has performing services for City. City will provide Good Energy with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to City'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 City at any time subsequent to the date upon which City gave notice of the preceding Form I-9 audit. Notwithstanding the foregoing, neither the performance nor lack of performance of any audit by the City, nor any failure of the City 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 City 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 City 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. City 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 City 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 City, 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 City. Good Energy must promptly deliver all Data to the City at the City'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. City and Good Energy agree that customer-specific information provided to the City 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 City acknowledge and agree that customer information remains the property of the City 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.

CITY OF CENTRAL FALLS:

By: 
James A. Diossa
Mayor


By: 
As to Form and Correctness
Matthew Jerzyk
City Solicitor

By: 
Reviewed
Barbara Addison
Director of Finance

Date: 2/28/2020

GOOD ENERGY, L.P.

By: Good Offices Technology Partners, LLC


Signature

Marnika Hoover
Printed Name

Manager
Title

City of Central Falls

**Request to Approve Community Electricity
Aggregation Plan Pursuant to R.I. Gen. Laws
pursuant to § 39-3-1.2**

Date

RI PUC Docket No. _____

Submitted to:
Rhode Island Public Utilities Commission

DIRECT TESTIMONY

OF

THOMAS DELLER

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

2 A. Thomas Deller. I work at Central Falls City Hall, 580 Broad St. Central Falls, Rhode Island
3 02863
4

5 **Q. Please describe your position at the City of Central Falls.**

6 A. I am the Director of the Planning and Economic Development Department for the City of
7 Central Falls.
8

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

10 A. The City of Central Falls is requesting that the Commission approve the aggregation plan as
11 submitted.
12

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

14 A. The purpose of this testimony is to provide the Commission with additional details and
15 context as to the process by which the aggregation plan was developed and the goals the City is
16 pursuing in the implementation of the plan.
17

18 **Q. What was your department's role in the development of this aggregation plan?**

19 A. In 2019, Mayor Diossa directed the department to explore the possibility and impact of a
20 community aggregation. The Mayor indicated that his belief was that a program would have the
21 potential to benefit residents and businesses of Central Falls. Our Department has led the process
22 to select an aggregation consultant and to oversee the development of the aggregation plan with
23 the consultant.
24

25 **Q. What actions did you take to research the program?**

26 I reached out to other Rhode Island municipalities to gauge the level of interest in collaboration.
27 Additionally, the department connected with Good Energy, L.P. and Green Energy Consumers
28 Alliance. Good Energy, L.P. is an energy consultant and national leader in structuring and
29 implementing community aggregation programs. Green Energy Consumers Alliance is a non-

1 profit organization that promotes carbon reduction and provides renewable energy credits for
2 community aggregation programs. Both organizations contacted staff at Central Falls to further
3 describe the benefits of community electricity aggregation and the experience they have in
4 developing and implementing these programs in Massachusetts.

5
6 **Q. Before any official actions were taken by your office, the Mayor, or the Central Falls**
7 **City Council, what was your understanding of the purpose of community electricity**
8 **aggregation?**

9 A. I reported to the Mayor that a successful aggregation program would achieve four goals. First,
10 it had the potential to save individual residents and businesses electricity supply costs through
11 bulk purchasing. Second, it seeks to provide cost stability by locking in a per kilowatt hour rate
12 over the term of the contract, which I understand typically to range from two to three years.
13 Third, it would benefit our residents by allowing them to participate in the competitive supply
14 market without the risk of variable rates, enrollment and cancellation fees, and public vetting of
15 contracts. Finally, we can take local action to reduce our contribution to climate change by
16 increasing the amount of renewable energy included in the default electricity supply for Central
17 Falls residents.

18
19 **Q. Following this research and recommendation to the Mayor, what was the first step**
20 **taken by the City to create the plan as submitted to the Commission?**

21 A. The Mayor shared his enthusiasm for the concept with members of the City Council, which
22 brought forward a resolution at their July 29th, 2019 regular meeting directing my office to
23 research, develop and implement an aggregation plan.

24
25 **Q. What action was taken following passage of the resolution?**

26 A. The resolution gave us permission to seek the help of a consultant with experience developing
27 and managing aggregation plans, so long as the City did not have to directly compensate the
28 Consultant. I, along with Jim Vandermillen, Assistant Director of the Department of Planning

1 and Economic Development, met with representatives of Good Energy and Green Energy
2 Consumers Alliance to do an initial evaluation of their credentials and capacity to take on
3 program development for Central Falls.

4
5 **Q. Did you collaborate with other municipalities in the choosing of a consultant?**

6 A. In our discussions with Good Energy, they shared their initial conversations with other Rhode
7 Island communities, including the City of Providence. I contacted staff at the City and discussed
8 the possibility of working together to vet and select a consultant with Leah Bamberger,
9 Providence's Sustainability Director. Providence shared their intent to conduct a competitive
10 RFP process to evaluate potential consultants and offered to have us work with them on the
11 request for proposals, share consultant responses, and invited us to sit in on the interview
12 process. This saved us valuable time and resources, while also building a valuable intermunicipal
13 relationship. We participated in this process with the City of Providence along with the Towns of
14 Barrington and South Kingstown.

15
16 **Q. How did you select a consultant?**

17 A. Based upon the results of the bidding process Providence selected Good Energy as its
18 consultant. In addition to the qualifications and vision presented by Good Energy in its response
19 to the RFP, choosing the same consultant will allow Central Falls to join with other
20 municipalities that are served by Good Energy to combine their loads to achieve greater
21 purchasing power.

22
23 **Q. After selecting Good Energy as consultant, can you describe the procedure by which the
24 submitted plan was developed?**

25 A. Good Energy shared a template plan that was based upon their successful programs in
26 Massachusetts and tailored to meet the requirements of the Rhode Island aggregation statute.
27 My department worked with them to tailor this plan to develop an organizational structure for the
28 program, electricity supply products to be offered, and the outreach and education plan intended

1 to inform residents about their program's existence and prices. The plan as drafted was
2 scheduled for a public hearing at the May 11th, 2020 City Council meeting. In advance of the
3 meeting, the plan was published on the Department website -- including an email address to
4 which comments could be submitted-- and notices were placed in the Pawtucket times on May
5 2nd and May 9th. Additionally, the City Clerk posted the item as part of the Council Agenda
6 advertising the Council meeting filed with the Secretary of State on May 7th. These notices
7 included how comments could be submitted in advance or to join the meeting to provide oral
8 comments to the Council.

9
10 **Q. Were there any public comments received?**

11 A. While no comments were received from the public, members of the Council raised a number
12 of questions that were addressed during the meeting. The primary concern raised was about the
13 provision of the plan that allows a supplier to charge market rates, rather than aggregation
14 program rates, to anyone who is in the program, opts out of the program, and then chooses to
15 return. Council appears satisfied that the plan identifies that this is a permissive, not mandatory
16 practice. Also, as a City, we will have an opportunity to negotiate a potential accommodation for
17 small accounts, e.g. individual residents or businesses, in the RFP process for suppliers and
18 subsequent Electricity Supply Agreement (ESA).

19
20 **Q. Coming back to the plan itself, can you summarize the structure of the program,**
21 **specifically the role of the aggregation consultant and City officials?**

22 A. The plan details that the day to day management of the plan will be done by the aggregation
23 consultant, Good Energy. This includes data management, supplier relations, and consumer
24 contact. The Consultant shall regularly meet with an advisory committee of the Director of
25 Planning & Economic Development, City Clerk, and Director of the Department of Public
26 Works. This working group will provide oversight to the consultant and also propose potential
27 program amendments to the Mayor to evaluate. Any such amendments will need to be reviewed

1 and approved by the Council, and a report shall be submitted to the Council no less than annually
2 as to the impact and operations of the aggregation program.

3
4 **Q. Does that conclude your direct testimony?**

5 A. Yes.

DIRECT TESTIMONY

OF

PHILIP CARR

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

2 A. My name is Philip Carr and my business address is 17 High St. Norwalk, CT 06851.

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, Energy Sales.

6
7 **Q. Please describe your present responsibilities**

8 A. I serve as the New England Director for Good Energy, L.P., a national energy
9 consulting firm which provides advice on energy procurement throughout U.S. deregulated
10 markets. In this role, I oversee all of our Community Electricity Aggregation operations,
11 including our 41 active aggregation programs in Massachusetts and our developing programs in
12 Rhode Island.

13
14 **Q. Please describe your education and professional background.**

15 A. I have over a decade of experience in competitive electricity markets. Over the past five
16 years, I have led the launch and management of all of our Massachusetts aggregation programs.
17 This includes participation in aggregation plan development, bidding strategy and execution, and
18 on-going client and data management. Our approach has resulted in a 100% renewal rate for our
19 New England clients. Prior to working in the New England market, I also participated in the
20 development of over 100 aggregation programs in Illinois and I continue to assist those
21 communities with renewal efforts for their programs. I was educated in the United Kingdom and
22 graduated from Durham University and the Royal Military Academy Sandhurst.

23
24 **Q. What is the purpose of your testimony?**

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

28

1 **Q. Mr. Carr, the Act mandates that the aggregation program provide for “universal**
2 **access” to all applicable customers. Can you briefly explain how this plan achieves that**
3 **policy goal?**

4 A. Universal access requires that a municipal aggregation program be made available to all
5 customers within the municipality. Under the City’s plan, all eligible customers in the City will
6 be enrolled in the program unless the customer previously contracted with a competitive supplier
7 or affirmatively opts out of the program. New customers moving into the City will initially be
8 placed on the utility’s basic service and then will receive a notice informing them they will be
9 automatically enrolled in the Program unless they opt out. The plan also allows customers
10 enrolled in the program to return to basic service at any time without penalty. Thus, every
11 consumer in the tariff classes listed in the plan will have access to the competitive supply market
12 through the aggregation program without reference to credit ratings, payment history, or other
13 potentially discriminatory factors.

14
15 **Q. The Act also requires there to be “equitable treatment” of the classes of customers who**
16 **participate in the program. How is that going to be achieved?**

17 A. Each class of customer will have the opportunity to participate in the aggregation program.
18 There are no limitations on the number of participants in each class nor will any class of
19 customer be given preferential treatment. Equitable treatment of all customer classes does not
20 mean that all customer classes must be treated equally but that customer classes that are similarly
21 situated must be treated equitably. The City’s plan allows for varied pricing, terms and
22 conditions for different customer classes and appropriately takes into account the different
23 characteristics of each customer class.

24
25 **Q. The Act requires that the Aggregation Plan include certain mandatory components. Can**
26 **you address how the plan speaks to each of these requirements?**

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

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

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

A. The City of Central Falls 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. We will work closely with a small committee of staff members, including the City Clerk, Director of Planning and Economic Development, and the Director of Public Works, who shall serve as a review committee to regularly report to and advise the Mayor as to how the program is operating. In addition to reporting no less than annually to the City Council, the Mayor, after reviewing the committee's evaluation, may make recommendations on the amendment or other alteration of the program to the City Council. Ultimately, any decision to extend contracts, alter the program, rebid the supply contract, or terminate the program will rest with the City Council or its designee.

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 Bids ("RFB") for power supply and selecting a competitive supplier, (b) implementing a public information program, including a 30-day opt-out period, and

1 (c) enrolling consumers and provide electric supply service, including quarterly notifications
2 disclosing the content of the power supply . The implementation of an aggregation program
3 requires extensive interaction between the Municipality, the Competitive Supplier, and National
4 Grid. More detail on each of these steps is described in Section IV of the plan.

5
6 **Q. How will the City of Central Falls go about choosing a supplier under this program?**

7 A. Good Energy will assess market conditions and advise the City on a recommended date to
8 solicit bids. Good Energy will issue a Request for Bids, specifying the terms and conditions of
9 the solicitation and requesting bids for specified products and a number of contract terms (e.g. 1,
10 2 or 3 years). In advance of the day bids are due (“bid day”), Good Energy will solicit indicative
11 pricing on All-Requirements electricity supply and any additional renewable energy. This
12 information will be used by the City and Good Energy to identify the optimal amount of
13 additional renewable energy to include in the default and optional product offerings. On bid day,
14 the City will review the submitted bids to provide All-Requirements electricity supply, including
15 any additional renewable energy, and the representative of the City shall choose a supplier and
16 contract term that is consistent with the Council’s direction. As bid prices are only effective for
17 a two (2) hour window, on bid day the City shall select it’s supplier and sign its ESA with their
18 supplier of choice for the chosen contract length and per kilowatt hour rate.

19
20 **Q. The Act also requires a municipality to report to this Commission the result of the**
21 **competitive supply solicitation and proposed agreement awards to the Commission. How**
22 **will the Municipality accomplish this?**

23 A. Within five (5) business days following bid day, the City will file with the Commission a
24 report on the results of its solicitation, including whether the solicitation resulted in selection of a
25 winning supplier and execution of an ESA. If the solicitation is successful, the City will report
26 to the Commission the name of the winning supplier, the dates electric service will commence
27 and terminate, the prices for each product to be offered to consumers and the renewable content
28 to be included in each product offering.

1
2 **Q. Once a supplier is selected and the aggregation rate is set, how will the program**
3 **communicate to eligible customers their rights and responsibilities, including informing**
4 **them of their right to opt-out of the program?**

5 A. The plan as submitted includes a timeline for education and awareness leading up to the
6 program launch. It begins with broad based efforts that promote awareness to all residents and
7 business in the Municipality: a tailored website, traditional media outreach, social media
8 engagement, in-person presentations, distribution of direct marketing materials, and the
9 establishment of a consumer help-line. These communications will explain the purpose of this
10 program and provide information as to how to opt-out of the program at no cost. The education
11 efforts will include the distribution of an opt-out consumer notification letter by the supplier
12 mailed to each eligible customer, an example of which is included as Attachment 3 to the plan.
13 The consumer notification letter informs residents of the impending change in their electricity
14 supply and notifies them how to opt out if they do not want to participate, including providing
15 them a postage-paid mailer to return to opt out along with phone and online options.
16 There will be a minimum 30-day opt-out period whereby all eligible customers may choose to
17 opt-out of the program before ever taking service from the competitive supplier chosen by the
18 City.

19
20 After the program launch, all participants will have the right to opt-out of the Program at any
21 time without charge. They may exercise this right by any of the following: 1) calling the 800
22 number of the Competitive Supplier; 2) contacting National Grid and asking to be returned to
23 Standard Offer Service; or 3) enrolling with another competitive supplier. Participants will
24 continue to be responsible for paying their bills and for providing access to metering and other
25 equipment necessary to carry out utility operations. Participants are responsible for requesting
26 any exemption from the collection of any applicable taxes and must provide appropriate
27 documentation of such exemption to the Competitive Supplier. Additional information on
28 customers rights and responsibilities is laid out in Section VIII of the Plan.

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

A. Yes. This filing was provided to National Grid in both electronic and physical copies at the same time as being filed with the Public Utilities Commission.

Q. Does that conclude your testimony?

A. Yes.