

Rhodes Consulting, James G. Rhodes Esq.
160 Woonsocket Hill Rd.
North Smithfield, RI 02896
james@jrhodeslegal.com || (401) 225-3441

July 21, 2021

*BY HAND DELIVERY
AND ELECTRONIC SERVICE*

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

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

Dear Ms. Massaro:

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

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

Also enclosed, please find a Notice of Appearance for myself. Please also include on the service list Portsmouth Town Solicitor, Kevin Gavin, Law Office of Kevin P. Gavin, kevingavinlaw@gmail.com and 401-683-2044.

An original and nine (9) paper copies of the Petition and supporting documents will be delivered in addition to this electronic version, which has been sent to the individuals listed below.

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

Sincerely,



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

cc: Andrew Marcaccio, National Grid
Jennifer Hutchinson, National Grid
Juliana Griffiths, National Grid
Kevin Gavin, Portsmouth Solicitor
Richard Talipsky, Town of Portsmouth
Richard Rainier, Town of Portsmouth
Patrick Roche, Good Energy
Leo Wold, Division of Public Utilities and Carriers


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

Petition of Town of Portsmouth)
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. as agent and representative of the Town of Portsmouth.



James G. Rhodes (#8983)

Rhodes Consulting, James G. Rhodes Esq.

160 Woonsocket Hill Rd.

North Smithfield, RI 02896

james@jrhodeslegal.com

Phone: 401-225-3441

Dated: July 21, 2021

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

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

Docket No. _____

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

The Town of Portsmouth (“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 voluntarily purchase renewable energy certificates (“RECs”) on behalf of program participants. 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 actions of the Municipality in authorizing this filing are outlined in the Historical Overview. *See* Aggregation Plan - Attachment 1.

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

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

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

6. The Municipality respectfully requests 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. In order to aid the Commission's review of the plan, Municipality has submitted a separate a comparison chart identifying those components where this plan differs from those already approved by the Commission. This is not considered part of the plan and is provided for reference.

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 a disclosure strategy that may include public service announcements, postings at Municipality buildings and postings on


the program website. The municipality will utilize the same energy source disclosure label that was approved by the Commission in previous aggregation dockets. Aggregation Plan - Attachment 5.

WHEREFORE, the Petitioner hereby respectfully requests that the Commission:

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

Respectfully submitted,
TOWN OF PORTSMOUTH

By Attorney for Good Energy, L.P.


James G. Rhodes (#8983)
Rhodes Consulting
160 Woonsocket Hill Rd.
North Smithfield, RI 02896
401-225-3441
james@jrhodeslegal.com

Dated: July 21, 2021

PORTSMOUTH COMMUNITY AGGREGATION PLAN

TABLE OF CONTENTS

I. Overview of the aggregation plan	2
II. Classes of consumers that may participate.	2
II.A. Applicable Classes	2
II.B. Universal Access & Equitable Treatment	2
III. Program organizational structure.	3
IV. Program operations.	5
IV.A. Issue an RFP for power supply and select a competitive supplier.	6
IV.B. Implement public education campaign.	7
IV.C. Enroll consumers and provide service	8
V. Program funding.	8
VI. Rate setting and cost allocation among participants.	8
VII. Entering and terminating agreements.	9
VIII. Rights and responsibilities of program participants.	9
IX. Extension or termination of program	10
Attachment 1: Historical Overview - Plan Development	11
Attachment 2: Education & outreach plan detail	13
2-I. Program operations: implement public education campaign	13
2-I.A. Initial outreach and education mechanisms	13
2-I.B. Consumer notification letter	14
2-I.C. Timeline and preliminary marketing plan	14
2-II. Program operations: ongoing outreach and education	17
Attachment 3: Consumer Notification Letter, Reply Card & Envelope	18
Attachment 4: Good Energy Services Agreement	Error! Bookmark not defined.

I. OVERVIEW OF THE AGGREGATION PLAN

The following is the Town of Portsmouth’s (“Municipality”) Community 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 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 (Basic Residential), A-60 (Low Income); the commercial class is comprised of rates C-06 (Small Commercial), G-02 (General Commercial), S-05 (Street & Area Lighting, Customer Owned Equipment), S-06 (Decorative Street & Area Lighting), S-10 (Private Lighting) and S-14 (General Street & Area Lighting); and the industrial class is comprised of B-32 (Large Demand Back-up Service) and G-32 (Large Demand).

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:

- Town Council: The Plan will be approved by the Town Council, the legislative authority of the citizens of the Municipality, and overseen by the Town Council or designee of the Town Council. The Town Council or designee(s) of the Town Council will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Aggregation Consultant. Prior to the receipt of bids from Competitive Suppliers, a designee(s) of the Town Council shall be specifically authorized to enter into an Electric Service Agreement (“ESA”) under parameters specified by the Town Council.
- Town Administrator: The Town Council delegates its authority to the Town Administrator for the proper execution of this Aggregation Plan consistent with applicable R.I. General Laws. The Town Administrator and staff shall regularly meet with the Aggregation Consultant for the purpose of providing oversight of the Aggregation Program. The Town Administrator shall provide, at least annually, reports to the Town Council as to the Program’s performance and

propose any legislative amendments or resolutions that may be necessary, from time to time, to improve the plan.

- 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.

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

- Standard Product.
 - The Program intends to offer Local Green as its standard product. Portsmouth Local Green product is expected to include 10 percentage points of 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 Portsmouth 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.

- Optional Products

- 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 50%. For customers that want more electricity generated from new, renewable energy resources than is offered by Local Green, though may not want to purchase RECs for 100% of their usage. 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 other than 50% of a customer's metered consumption, the Program 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 without committing to REC purchases for 100% of their usage.
- 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 Program 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 Program will solicit bids from leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. In seeking bids from competitive suppliers, the Program

may solicit bids for its load individually or as part of a Buying Group with other municipal aggregators. The RFP will require that the supplier satisfy key threshold criteria, including:

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

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

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

The Program will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Program 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 Town 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 Town Council will evaluate the bid results including price, term and source. Whether the Program conducts an individual solicitation or participates in a solicitation with a Buying Group, at the conclusion of the bidding process it will select a price, term and supplier appropriate for its constituents. Participation in the Buying Group shall not require the Program to select the same price, terms or supplier as other members of the Buying Group. If none of the bids is satisfactory, the Program will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a price that is acceptable. The Program 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.

Renewable Energy

In addition to soliciting bids for power supply that meet the required Rhode Island RES obligation, the Program 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 Program 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 Program 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 Program 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 Program 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 program before the start of electric supply service.

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 may include a wide range of in-person events, traditional and social media, Web and printed materials. The attached Education and Outreach Plan (Attachment 2) describes in detail the Program's anticipated initial outreach efforts and timeline.

2. Consumer Notification Letter: In addition to the broad-based education initiatives, a consumer notification letter will be mailed to every Applicable Consumer on 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 Program'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 Program's anticipated initial outreach efforts and timeline. **Attachment 3** 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 Program intends to solicit a new power supply agreement.

Also, as part of ongoing operations, the Program may coordinate the aggregation program with existing energy efficiency programs that have helped residents reduce their energy usage and cost.

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 Program expects to solicit bids for a number of different contract terms. Prices may change as specified in the winning bid and consumers will be notified of price changes through media releases and postings on the aggregation web site.

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

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

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

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 Program 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 Program intends to solicit bids for a new supply agreement and plans to continue the program with the same or new competitive supplier.

Although the Program 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 Program will notify consumers of a planned termination of the program.

The Program will notify National Grid of the planned termination or extension of the Program. In particular, the Program 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 Program 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 Program 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 June 22, 2020r Town Council unanimously passed the following resolution to authorize the initiation of an aggregation program:

**TOWN OF PORTSMOUTH, RI
RESOLUTION #2020-06-22**

**RESOLUTION AUTHORIZING THE RESEARCH AND DEVELOPMENT OF A
COMMUNITY CHOICE AGGREGATION (CCA) PROGRAM**

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

WHEREAS, CCA programs offer the opportunity both to lower costs to individual consumers and to allow for selection of renewable sources for electric energy, through the advantages of bargaining collectively with electric suppliers, thus providing longer-term price stability and more renewable energy options to the residents and businesses of the Town of Portsmouth, along with other municipalities in Rhode Island; and

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

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

WHEREAS, the Town of Portsmouth may benefit from working in conjunction with our sister communities, both from their experience and the potential of increasing our collective bulk purchasing power.

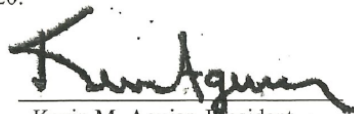
NOW, THEREFORE, BE IT RESOLVED, that the Town Council authorizes the Town Administrator to research and develop a plan to aggregate the retail electric loads within the Town through a CCA program in accordance with the Act.

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

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

Approved by Town Council Action this 22nd day of June, 2020.


Kevin M. Aguiar, President
Portsmouth Town Council

ATTEST:


Jennifer M. West, Town Clerk

2. Signed agreement with Municipality's aggregation consultant

On June 23, 2020 Municipality selected aggregation consultant Good Energy, based on its review of the competitive Request for Proposals process led by the City of Providence. The services agreement is included as **Attachment 4**.

3. Creation of a Draft Plan

Municipal staff developed a draft aggregation plan in concert with the aggregation consultant and completed a draft to be made available for public review on July 27, 2020.

4. Public hearing on Draft Plan

Municipality held a public hearing on August 11, 2020 to review and take comments on the draft plan. Municipality made the draft plan available for public review beginning on July 27, 2020 and is still available. During this time the draft plan was available for review at Portsmouth Town Hall and on Portsmouth's website, <https://www.portsmouthri.com/1619/Energy-Aggregation>. Prior to the hearing, Municipality published a notice of the hearing in the Portsmouth Times on July 30, 2020 and again on August 6, 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, the Municipality elected not to make any substantive changes.

6. Finalization of Plan

The finalized Plan was presented to the Council which voted to approve the August 11, 2020.

7. Update Presentation to the Town Council.

Given the delay in filing the plan, Good Energy and Town Staff provided an update to the Council prior to submission of this plan on June 14, 2021.

8. Submission of Final Plan to Public Utilities Commission

Municipality submitted the finalized plan to the Public Utilities Commission on July 21, 2021 to seek the required regulatory approval.

ATTACHMENT 2: EDUCATION & OUTREACH PLAN DETAIL

2-I. PROGRAM OPERATIONS: IMPLEMENT PUBLIC EDUCATION CAMPAIGN

2-I.A. INITIAL OUTREACH AND EDUCATION MECHANISMS

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

If any Program materials were to reference cost savings for any part of the program this would also include a notice that the Program 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.

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

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

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

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

Website: All information regarding the Program will be posted on the Program's website, which is linked to the Portsmouth Town website (www.portsmouthri.com). The Program website will have links to the website of the Local Distribution Company, the Public Utilities Commission and the Competitive Supplier.

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

2-I.B. CONSUMER NOTIFICATION LETTER

The consumer notification letter will be sent via standard mail to the billing address of each Applicable Consumer on 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 in **Attachment 3**.

2-I.C. TIMELINE AND PRELIMINARY MARKETING PLAN

The preliminary marketing plan identifies the steps the Program 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 Applicable Consumers	15	
Consumer notification Applicable Consumers	0	

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

Consumer Website Launch

- **CNL -60.** Once launched, website is maintained for the entire duration of the program.
- **Website:** The Program will develop and manage an informational website (linked to the Town municipal website www.portsmouthri.com) 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**
- **Portsmouth Times:** As the Town's dominant news outlets, the *Portsmouth Times* (and <https://www.eastbayri.com/portsmouth/>) 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 Program will seek a meeting with Portsmouth Staff Reporter, Jim McGaw, 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 print and online papers include Portsmouth Press (<https://www.portsmouthpress.com/>), Portsmouth Patch <https://patch.com/rhode-island/portsmouth>, Newport Daily News,
 - TV stations such as WPRI Channel 12 (CBS), WJAR 10 (NBC), WLNE 6 (ABC), and WNAC (FOX, the Local PEG Access Channel (East Bay TV); and
 - radio stations: 89.3 FM (RI Public Radio), 1540 AM WADK Newport

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

Set Up Consumer Help Line

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

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

- **CNL -30 through CNL +30:**
- **Social Media:** The Program will boost all traditional media coverage on social media platforms, with the goal of driving traffic to the Program's dedicated website. In concert with the Municipality's communication leads, develop a campaign of planned 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:

- Portsmouth Police: <https://www.facebook.com/Portsmouth-Police-RI-541838699232249/>
- Program 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.
- Program will evaluate utilizing volunteers to post or monitor the various NextDoor neighborhood groups.
- Municipal website (<https://www.portsmouthri.com/>) will also highlight the program.

The Program will 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.

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

- Facebook group "All Things Portsmouth RI"
<https://www.facebook.com/groups/814334568771347>
- **In-person presentations**
 - **Local Groups:** Connect with local groups and associations to see if representatives of the Program can participate in an upcoming meeting or offer to host a dedicated event. Seek

their assistance in identifying how to best connect with consumers with limited-English capabilities or disabilities that may prevent them from accessing Program information.

Example associations include:

- Portsmouth Senior Center
 - Portsmouth High School Parents Helping Students Association
 - Portsmouth-Tiverton Rotary Club
 - Aquidneck Island Planning Commission
 - Portsmouth Economic Development Committee
- **Portsmouth Business Association, Greater Newport Chamber of Commerce and Connect Greater Newport:** 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 the both of these groups can start this dialogue and lead to additional outreach to and connection with businesses.
 - **Municipal Town Council Meetings:** Present or provide materials for the Council meetings and any constituent meeting they may have.
- **Distribute flyers and collateral:** Many groups may have a natural interest in promoting awareness about the program and can be provided with electronic and hard-copy materials with reference information for the program.

Example groups include: Elected officials, “Local Groups” listed above and any interested faith groups the Town may identify.

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

Mail Post-Card to All Applicable Consumers

- **CNL -15**
- **Post card:** The Program will mail a post card prior to sending the consumer notification letter. The post card establishes that there is a community-sponsored aggregation program and increases the likelihood that recipient engages with the more detailed consumer notification letter.

Consumer Notification Letter Arrives in Mailboxes

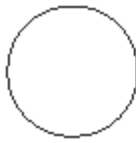
- **CNL 0**
- **30-day opt-out period begins**

2-II. PROGRAM OPERATIONS: ONGOING OUTREACH AND EDUCATION

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

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

ATTACHMENT 3: CONSUMER NOTIFICATION LETTER, REPLY CARD & ENVELOPE



Town of Your Town 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 XXX% 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.



No Obligation

YourTown CEA allows participants 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-xxx,

OR

Submit the Opt Out form online at [xxxxxx.com](#)

YOURTOWN CEA OPTIONS

Standard Product:



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](#)



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.



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



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)	XX% RI New	\$X.XXXXX/kWh	\$X.XXXXX/kWh	\$X.XXXXX/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.XXXXX/kWh	\$X.XXXXX/kWh	\$X.XXXXX/kWh	
	Local Green 50% (optional)	50% RI New	\$X.XXXXX/kWh	\$X.XXXXX/kWh	\$X.XXXXX/kWh	
	Basic (optional)	None	\$X.XXXXX/kWh	\$X.XXXXX/kWh	\$X.XXXXX/kWh	
What You Have Now:	National Grid Standard Offer Service	None	\$X.XXXXX/kWh	\$X.XXXXX/kWh	\$X.XXXXX/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.nj.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.


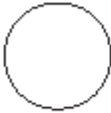
Tax-exempt small business customers must provide a copy of their Energy Exemption Certificate directly to XXXXXXXXXX via email at xxxxxx@xxxx.xxx, fax xxx-xxx-xxxx, or mail at XXXXXX in order to maintain their tax exempt status.


CUSTOMER SUPPORT & MORE INFORMATION

For more information:

Visit YourTownCEA.com or call XXX-XXX-XXXXX

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]	<div>Presorted Standard U.S. Postage Paid XXXXX XXX</div>
	<p>Current Resident Name 1234 Main St YourTown, RI, 12345</p> <p>CUSTOMER OPT OUT NOTIFICATION Do not discard! This is not a solicitation! Time-sensitive notice regarding electric supply rates on behalf of the YourTown.</p>		
<p>Phone: Supplier Phone Number Fax: Supplier Fax number [supplier@email.com]</p>			

Opt Out Reply Card	
<div><div>YourTown Community Electricity Aggregation Program</div></div>	<p>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.</p>
<div><div>Current Resident Name 1234 Main St YourTown, RI, 12345</div><div><div>X</div><div><div>Signature</div><div>Date</div></div></div></div>	<p>Opt Out Instructions If you do not want to participate:</p> <ol style="list-style-type: none">1. Sign and date this card2. Insert into postage pre-paid envelope3. Mail envelope <p>The card must be signed by the customer of record whose name appears in the address on this card.</p> <p>The envelope must be mailed and postmarked on or before [month/date/year] to opt out of the program before automatic enrollment.</p>

ATTACHMENT 4: GOOD ENERGY SERVICES AGREEMENT

SERVICES AGREEMENT

Professional Energy Consulting Services to a Governmental Aggregator

This Services Agreement ("Agreement") is made and entered into and effective on this twenty-third day of June, 2020 ("Effective Date") by and between the **Town of Portsmouth** ("Town"), a Rhode Island municipality, with administrative offices located at 2200 East Main Road, Portsmouth, RI 02871, and **Good Energy, L.P.** ("Good Energy"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016.

Recitals

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

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

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

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

Provisions

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

A. Provide the following services:

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

2. Assist the Town with presenting the Plan to the community for comments, revising the Plan as needed, and presenting the Plan and the comments received to the Town Council and other key decision-makers for review and/or approval;
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 Town in the preparation, launch and on-going management of a community electricity aggregation program, consistent with its Plan as determined by the Town;
5. Coordinate the provision of an agreement between the applicable public utility ("Electric Distribution Company" or "EDC," as defined in R.I.G.L. § 39-1-2) and the Town, if required, and coordinate and facilitate communications between the EDC and Town, including the confidential exchange of customer information and other information between the EDC and the Town;
6. Develop the contract terms and conditions for the Electric Service Agreement ("ESA") between Town and the recommended successful competitive supplier(s) and any required customer notifications consistent with the approved Plan. Assist with negotiations of an Electric Service Agreement with the selected licensed competitive supplier, to the extent permitted by law;
7. Provide Town with information on electric power pricing, market trends and any other relevant information to support Good Energy's recommendation for timing of Request for Proposals ("RFP") for electric service. Prepare bid specifications and procure competitive bids from licensed, competitive suppliers for electric service. Assist in analysis of bids to determine most advantageous proposal based on price and other factors, with final decision of bid date and final selection of a competitive supplier(s) being decided by the Town;
8. Engage expert partners to provide analysis of Class I Renewable Energy Credit ("REC") market and assist Town in determining how to source RECs for its default and optional products. Assist Town, along with Good Energy's expert partners, with development and implementation of strategies or programs to support the development of new clean energy resources which may include, but are not limited to, issuing bids for RECs, negotiating contracts with renewable energy brokers or developers, or developing contract terms and conditions for investments in renewable energy projects with renewable energy brokers and developers. Such assistance shall include identification of any regulatory requirements and preparation of any related regulatory filings or submissions;
9. 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 Town;
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 Town in the operation of its community electricity aggregation program, including conducting regular sweeps to offer program services to new or eligible customers; preparing and mailing of opt-out notices; and enrollment of new customers. To the extent possible, Good Energy will help to manage the relationship between the Town and the competitive supplier and work to resolve any issues to ensure the efficient and effective operation of the community electricity aggregation plan;
 12. In the event any dispute arises under the ESA, Good Energy shall assist the Town in assessing the dispute and responding to any claims consistent with the requirements of the ESA, including negotiating an amendment to the ESA, if warranted. If the Town and Competitive Supplier are unable to resolve the matter and initiate formal dispute resolution provisions or seek other legal remedies, Good Energy will provide technical assistance to the Town. Town acknowledges that Good Energy is not a party to the ESA and that it will be the responsibility of the Town to retain independent legal representation in the event of a formal dispute or litigation;
 13. Monitor developments in the wholesale markets and pricing trends and assist in development of a competitive market for energy supply, including providing marketing and education to attract new wholesale suppliers for community electricity aggregation programs;
 14. Assist Town with the development of an opt-up or green-up program to educate consumers and encourage program participants to elect optional products to support the development of new clean energy resources, and work with Town and expert partners to develop new, innovative green-up products; and
 15. Provide access for a designated Municipal official to Good Energy's data portal to measure program performance. Produce annual report on program performance including key metrics as determined by the Town.
- B. Give prompt notice to Town should Good Energy acquire knowledge of any fault or deficit in the Program or any nonconformance with the ESA.
 - C. Remit to Town after the termination of this Agreement, all files and documents pertaining to the project that have been created, obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.
 - D. Comply with all statutes, ordinances, laws, rules and regulations, which may be applicable to the services provided.
 - E. Good Energy shall not subcontract any Services to any person or entity that is not named in this Agreement without the advance written consent of Town, which consent shall not be unreasonably withheld. Any subcontractors shall be experienced and qualified and, to the extent required by law, licensed. In the event the Services of a sub-consultant are approved, Good Energy shall submit copies of any and all licenses and registrations to the Town. Notwithstanding the foregoing, any approval or lack of objection of the Town to any sub-consultant shall not relieve Good Energy of its responsibility for all Services.

II. Obligations of Town.

Town shall:

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

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

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

V. Relationship of the Parties. The parties acknowledge and agree that Good Energy is an independent contractor and is not an agent or employee of Town. Neither Good Energy nor any of its officers, agents, employees, representatives or subcontractors shall be considered an

employee, direct or indirect, of the Town within the meaning of any federal, state or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers compensation, industrial accidents, employee rights and benefits, wages and taxes. Nothing in this Agreement shall be construed to create a relationship between Good Energy and Town of a partnership, association, or joint venture.

VI. Indemnification.

- A. **Professional Liability.** Relative to any and all claims, losses, damages, liability and cost, Good Energy agrees to indemnify, defend and save Town, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by Good Energy or its employees.
- B. **Non-Professional Liability (General Liability).** To the fullest extent permitted by law, Good Energy shall indemnify, defend and hold harmless the Town, and its officers, officials, and employees, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of Good Energy, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by the acts or omissions of Good Energy, its agents, or anyone directly employed by it or anyone for whose acts it may be responsible, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified under this Agreement. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- C. The indemnification provisions above are in addition to, and not in limitation of, any other rights and remedies available to the Town under this Agreement, at law, and in equity.

VII. Insurance.

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

VIII. Right to Audit.

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

IX. Taxes and Certifications.

- A. Good Energy is subject to and responsible for all applicable federal, state, and local taxes.
 - B. Town represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Good Energy upon written request.
 - C. Good Energy has the following federal identification number for income tax purposes: 43-2003973.
- X. Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.
- XI. Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the duly authorized representatives of both parties in accordance with the laws of the State of Rhode Island and Providence Plantations.

XII. Discrimination. To the extent the following applies, Good Energy shall reasonably comply with all federal, state and local laws, rules and regulations applicable to the work including without limitation the requirements of R.I.G.L. § 28-5-1 *et Seq.*, Title VII of the Civil Rights Act of 1964, Title 11 of the American with Disabilities Act of 1990, and any and all rules, waivers, regulatory guidance and regulations promulgated by the Rhode Island Division of Public Utilities or the Public Utilities Commission.

XIII. Confidential and Proprietary Information.

- A. Notwithstanding anything to the contrary set forth in this Agreement, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature, including trade secrets, pursuant to any applicable statute or regulation. The Parties agree that, except as otherwise provided by law, and subject to the last sentence of this paragraph, any document disclosed by a Party and conspicuously marked on the face of such document as proprietary and confidential shall only be disclosed to officials, employees, representatives, and agents of either Party. Notwithstanding the foregoing, the good faith efforts of Good Energy or the Town to comply with the state Open Meetings and Access to Public Records statutes, or with a decision or order of a court or governmental entity with jurisdiction over the Town, shall not be a violation of this Section.
- B. **Ownership of Data and Documents.** All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than Good Energy's confidential proprietary information, will remain the sole property of the Town. Good Energy must promptly deliver all Data to the Town at the Town's request. Good Energy is responsible for the care and protection of the Data until that delivery. Good Energy may retain one copy of the Data for Good Energy's records, subject to Good Energy's continued compliance with the provisions of this Agreement.
- C. **Limitations on Customer Information.** Both Parties acknowledge and agree that the customer information is subject to, and must be maintained in compliance with, the limitations on disclosure of the customer information pursuant to applicable laws and regulations. Town and Good Energy agree that customer-specific information provided to the Town in accordance with the Program and any agreements with the applicable EDC shall be treated as confidential to the extent required by law and any applicable EDC agreement or tariff. To protect the confidentiality of customer information:
1. Good Energy access to customer information is limited to those authorized representatives or duly licensed consultants of Good Energy, or any authorized third party, who have a legal need to know the information for purposes of this Agreement.
 2. Good Energy warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
 3. Good Energy and Town acknowledge and agree that customer information remains the property of the Town and that material breaches of confidentiality will constitute a default of this Agreement.

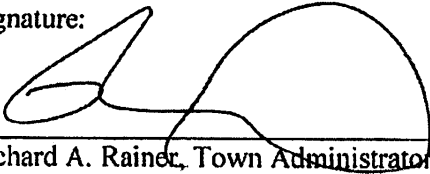
- D. **Proprietary Rights, Survival.** The obligations under this Article shall survive the conclusion or termination of this Agreement for two (2) years.
- XIV. **Governing Law/Venue.** Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents or affiliated businesses, will be resolved under the laws of the State of Rhode Island, in any court of competent jurisdiction. Good Energy agrees to accept service of process by certified mail at the address provided in this Agreement. In the alternative, by agreement of the parties, any such controversy or claim may be submitted for arbitration within the State of Rhode Island pursuant to the applicable rules of the American Arbitration Association.
- XV. **Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and the parties shall in good faith negotiate to replace such provision by a valid, mutually agreeable and enforceable provision which so far as possible, achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.
- XVI. **Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.
- XVII. **Compliance with Laws.** Good Energy shall comply with all applicable laws and regulations in the performance of the Services.

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

TOWN OF PORTSMOUTH

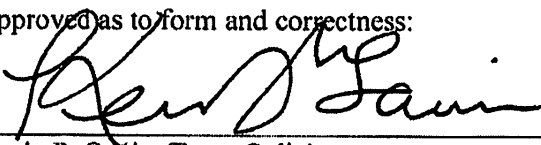
By its MANAGER,

Signature:



Richard A. Rainer, Town Administrator

Approved as to form and correctness:



Kevin P. Gavin, Town Solicitor

GOOD ENERGY, L.P.

By: Good Offices Technology Partners, LLC, it's General Partner



Signature

Maximilian Hoover

Printed Name

Manager

Title

ATTACHMENT 6: ENERGY SOURCE DISCLOSURE LABEL

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

Instructions

Label Frequency

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

Examples:

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

Table 1: Pricing

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

Table 2A: Planned Sources of Electricity

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

Example:

- Contract is active January 2021 through December 2021
 - Include calendar year 2021
- Contract is active January 2021 through December 2022
 - Include calendar year 2021 and 2022
- Contract is active July 2021 through June 2022
 - Include calendar year 2021 and 2022

- All percentages in Table 2A should add up to 100%, unless the product is purchasing more GIS certificates than total customer usage.

Example:

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

Instruction

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

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

Examples:

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

Table 2B-1: Actual Sources of Electricity

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

Example:

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

Example:

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

Instruction

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

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

Example:

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

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

Example:

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

Electricity Supplier: [Insert Name]

Electricity Product: Local Green 10%

This label provides the following information for the electricity product:

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

Section 1. Product Pricing:

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

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

Section 2. Characteristics of Electricity Sources

GIS Certificates for Electricity:

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

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

Definitions of Electricity Source Categories Used in Section 2:

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

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

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

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

Section 2A. Planned Sources of Electricity

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

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

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

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

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

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

Section 2B. Actual Sources of Electricity and Air Emissions

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

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

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

Section 2B-1. Actual Sources of Electricity

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

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

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

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

2B-2. Actual Air Emissions of Electricity

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

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

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

Town of Portsmouth

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

July 21, 2021

RI PUC Docket No. _____

Submitted to:
Rhode Island Public Utilities Commission

DIRECT TESTIMONY

OF

RICHARD TALIPSKY

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

2 A. Richard Talipsky. I work at Portsmouth Town Hall, 2200 East Main Road, Portsmouth, RI
3 02871.

5 **Q. Please describe your position and responsibilities within Portsmouth.**

6 A. I am the Director of Business Development. The primary purpose of the position is serve as
7 the central point of contact for information on conducting business in Portsmouth. I will work
8 town staff on the Portsmouth Economic Development Committee to ensure that our citizens
9 enjoy an affordable community that can adapt to changing economic conditions while
10 maintaining a high quality of life.

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

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

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

16 A. The purpose of this testimony is to provide the Commission with additional details and
17 context as to the process by which the aggregation plan was developed and the Town's goals in
18 pursuing the development and implementation of this plan.

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

21 A. In 2019 I was part of a group of Portsmouth staff that met with representatives from Good
22 Energy as part of an informational meeting about community electricity aggregation. Following

1 that meeting, I was tasked by the Town Administrator to further research the potential impact of
2 a program, including meeting with the Portsmouth Economic Development Committee and the
3 Portsmouth Business Association.

4
5 I invited Good Energy staff to join meetings of these entities. Those discussions included
6 community representatives who had the opportunity to ask questions regarding a program and
7 raise concerns they had about the possibility of Portsmouth creating an aggregation program for
8 the benefit of our residents and businesses. Following these discussions in the fall and winter of
9 2019, we were prepared to present this program to the Portsmouth City Council in March 2020.

10
11 **Q. What action was taken following passage of the authorizing resolution?**

12 A. Following the June 22nd meeting of the Council, Town staff reviewed the documents that
13 were made available by the City of Providence as part of the 2019 competitive bidding process.
14 Based upon these documents, we met with and ultimately signed a services agreement with Good
15 Energy, LLP, which is included as part of the submitted Aggregation Plan.

16
17 **Q. After selecting Good Energy as consultant, can you describe the procedure by which the**
18 **submitted plan was developed?**

19 A. Consistent with the services agreement, Good Energy presented Town staff with a similar
20 aggregation plan that is being utilized by other Rhode Island communities that was adapted to
21 the specific needs of Portsmouth, i.e. an individualized outreach plan to include the locally
22 available media outlets, a proposal for how the plan would be administered by existing Town

1 staff, and options for the supply products that the aggregation plan would offer. This proposal
2 was reviewed and modified by myself and the Town Administrator.

3
4 After Staff signed off on the plan, we submitted it to the City Council for their review and to
5 hold a Public Hearing. This initial hearing was held on July 27, 2020, where the Council
6 discussed the program and authorized a public hearing and potential final vote on August 11,
7 2020. After receiving public comment and engaging in additional discussion, the Council
8 approved the plan at its August 11 meeting.

9
10 Since August, Portsmouth has been monitoring the progress of other Rhode Island communities
11 who have proposed aggregation plans similar to Portsmouth's to the Commission. Our intent has
12 been to learn from that process and propose a plan that can be reviewed and approved most
13 efficiently. In consultation with Good Energy, some additional attachments have been added to
14 the plan along with additional testimony to support that information. Prior to this filing, Good
15 Energy reviewed the plan with both Town Staff and conducted a presentation to the Town
16 Council on June 14, 2021 to update Council members and offer new members an opportunity to
17 learn more about the program.

18
19 **Q. Coming back to the plan itself, can you summarize the structure of the program,**
20 **specifically the role of the aggregation consultant and City officials?**

21 A. The Town Council has delegated its authority to the Town Administrator for the management
22 of the aggregation program. The Administrator and staff as needed, shall meet regularly with the

1 consultant to provide direct oversight and to evaluate the on-going performance of the program.
2 The Administrator will provide, no less than annually, a report to the Council as to the plan's
3 performance along with any recommendations to amend the program. The Council will have the
4 sole authority to modify the plan. The aggregation consultant will be responsible for managing
5 the procurement process for choosing a supplier, developing and implementing a public
6 education plan, interacting with National Grid and monitoring the eventual supply contract.

7
8 **Q. Does that conclude your direct testimony?**

9 A. Yes, and I reserve the right to supplement this testimony as may be necessary.
10
11

DIRECT TESTIMONY

OF

PATRICK ROCHE

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

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

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

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

Q. Please describe your present responsibilities.

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

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

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

Q. What is the purpose of your testimony?

1 A. The purpose of my testimony is to provide information and context regarding the structure
2 and operations of community aggregation programs and to demonstrate that the City's plan
3 meets the statutory requirements of R.I. Gen. Laws § 39-3-1.2 (the "Act").
4

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

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

17 Thus, every consumer in the tariff classes listed in the plan will have access to the competitive
18 supply market through the aggregation program without reference to credit ratings, payment
19 history, or other potentially discriminatory factors.
20

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

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

6
7 **Q. Additionally, A60 ratepayers enjoy the benefit of access to an Arrearage Management**
8 **Plan, allowing the electric distribution company to forgive a portion of their arrears in**
9 **exchange for successfully completing a billing plan. Will this benefit be impacted?**

10 A. This depends on the outcome of PUC Docket 5073 (Purchase of Receivables). In the event
11 that POR is not approved prior to the launch of this program, program participants will not be
12 eligible for an AMP covering the electricity supply portion of their bill. Since National Grid will
13 not hold title to the arrears they are unable to forgive the debt. If that event, all outreach and
14 education materials will include the reference to the loss of this benefit while participating in the
15 program. Good Energy expects this education effort to result in a significant increase in opt-outs
16 from A60 ratepayers.

17
18 Additionally, in order to accommodate the potential for launching aggregation programs without
19 having POR in place, Good Energy has modified its Electricity Services Agreement to allow for
20 the aggregation program's supplier to move customers back to Last Resort Service in the event
21 of non-payment of their bill. This includes a clause that would prevent collection activities for
22 any A60 ratepayer who is arrears by the Supplier, allowing them to move back to Last Resort

1 Service without carrying any arrears that would not be eligible for an AMP from the electric
2 distribution company.¹

3
4 However, if Purchase of Receivables is approved prior to the launch of the program, then
5 customers will continue to have the benefit of being able to enroll in an AMP while being a
6 customer of the aggregation program.

7
8 **Q. The Act also requires there to be “equitable treatment” of the classes of customers who**
9 **participate in the program. How is that going to be achieved?**

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

17
18 **Q. The Act requires that the Aggregation Plan include certain mandatory components. Can**
19 **you address how the plan speaks to each of these requirements?**

¹ Examples of this template ESA are available in previously referenced dockets.

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

3 1. Classes of customers who may participate in the program - Section II.

4 2. Organizational structure -Section III.

5 3. Program operations - Section IV.

6 4. Program funding - Section V.

7 5. Rate setting and cost allocation - Section VI.

8 6. Entering and terminating agreements - Section VII.

9 7. Rights and responsibilities of program participants - Section VIII.

10 8. Extension and termination of program - Section IX.

11
12 **Q. Please describe the organizational structure of the program as outlined in the plan?**

13 A. The Town of Portsmouth has selected Good Energy as its aggregation consultant to manage
14 the day-to-day operations of the program. These responsibilities include working with the
15 competitive supplier in processing opt-out requests, transitioning new accounts into the program,
16 responding to customer questions, and data processing and reporting. Good Energy also has
17 primary responsibility for monitoring the competitive supplier and administration of the ESA.
18 We will work closely with the Town Administrator and his staff as appropriate. In addition to
19 reporting no less than annually to the City Council, the Town Administrator may make
20 recommendations on the amendment or other alteration of the program to the Town Council.
21 Ultimately, any decision to extend contracts, alter the program, rebid the supply contract, or
22 terminate the program will rest with the Town 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 (c) enrolling consumers and provide electric supply service, including quarterly notifications disclosing the content of the power supply . The implementation of an aggregation program requires extensive interaction between the Municipality, the Competitive Supplier, and National Grid. More detail on each of these steps is described in Section IV of the plan.

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

A. Good Energy will assess market conditions and advise the Town on a recommended date to solicit bids. Good Energy will issue a Request for Bids, specifying the terms and conditions of the solicitation and requesting bids for specified products and a number of contract terms (e.g. 1, 2 or 3 years). In advance of the day bids are due (“bid day”), Good Energy will solicit indicative pricing on All-Requirements electricity supply and any additional renewable energy. This information will be used by the Town and Good Energy to identify the optimal amount of additional renewable energy to include in the default and optional product offerings. On bid day, the Town will review the submitted bids to provide All-Requirements electricity supply, including any additional renewable energy, and the representative of the Town shall select a bid that is consistent with the Council’s direction. As bid prices are only effective for a short

1 window on bid day the Town shall select its supplier and sign an ESA with their supplier of
2 choice for the chosen contract length and per kilowatt hour rate.

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

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

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

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

1 efforts will include the distribution of an opt-out consumer notification letter by the supplier
2 mailed to each eligible customer, an example of which is included as Attachment 3 to the plan.
3 The consumer notification letter informs residents of the impending change in their electricity
4 supply and notifies them how to opt out if they do not want to participate, including providing
5 them a postage-paid mailer to return to opt out along with phone and online options.
6 There will be a minimum 30-day opt-out period whereby all eligible customers may choose to
7 opt out of the program before ever taking service from the competitive supplier chosen by the
8 Town.

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

20

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

4 A. The education and outreach plan included in the approved plan is a starting point. Consistent
5 with the Division's request and subsequent order from the Commission, Good Energy has met
6 with the George Wiley Center and the Center for Justice to discuss the plan and identify if there
7 were additional unaddressed concerns. The aggregation program will also request to do
8 presentations and provide information to relevant Community Action Programs in an effort to
9 inform all residents of the program, especially low and moderate income ratepayers.

10
11 **Q. Finally, has this Plan been provided to the electric distribution company that serves the**
12 **customers to whom this program will be available, as required by the Act?**

13 A. Yes. This filing was provided to Narragansett Electric in electronic format at the same time as
14 being filed with the Public Utilities Commission.

15
16 **Q. Does that conclude your testimony?**

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

The following chart is intended to quickly communicate how the Community Choice Electricity Aggregation programs differ from each other. As the City of Central Falls was the first to be filed with the Commission, it will be used as a baseline for comparison. Each subsequent program will include how it may have altered some aspect of its program function from the previously filed plans.

<u>Municipality</u>	<u>Org. Structure</u>	<u>Supply Offerings</u>	<u>Education and Outreach</u>
Central Falls	<ol style="list-style-type: none"> 1. <u>City Council</u> - Empowered to approve plan, delegate authority to sign Electricity Services Agreement, and make program amendments. 2. <u>Mayor</u> - Holds delegated authority to execute plan. Directed to convene advisory committee to provide oversight and work with consultant to day-to-day management. Required to provide, at a minimum, annual reports to Council on program operations. 3. <u>Consultant</u> - Conducting bidding process. Execute public education and opt-out plan. Direct contact with National Grid. Day-to-day management of program. 	<ol style="list-style-type: none"> 1. <u>Standard Product</u> - Also referred to as "Local Green." Program will purchase additional voluntary RECS expected to be equal to 10% of the electricity used by consumers using this product. This will be the default supply option for Central Falls accounts. 2. <u>Basic Product</u> - The product is comparable to Standard Offer or Last Resort service and includes only mandatory RECs to meet the RES standard. Central Falls consumers will have to actively select this product. 3. <u>Local Green 100%</u> - For consumers opting this product, the program shall purchase additional, voluntary RECs equal to 100% of their electricity usage. Central Falls consumers will have to actively select this product. 	<ol style="list-style-type: none"> 1. Will utilize Pawtucket Times as the newspaper of record. 2. Will communicate with additional print outlets with circulation within the community. 3. Will work with Providence/New Bedford broadcast media markets to generate news coverage. 4. City Facebook: @CityOfCentralFallsRI 5. City Twitter: @CentralFalls_RI 6. Will conduct outreach with George Wiley Center and Center for Justice. 7. Outreach to the local business community will be coordinated through the Hispanic Chamber of Commerce and Northern Rhode Island Chamber of Commerce.

<u>Municipality</u>	<u>Org. Structure</u>	<u>Supply Offerings</u>	<u>Education and Outreach</u>
Barrington	<ol style="list-style-type: none"> 1. Barrington's Town Council exercises the analogous authority as Central Falls City Council. 2. Barrington's Town Manager has analogous responsibility as the Central Falls Mayor. The Manager will rely on existing staff and town commissions, rather than convening an advisory Committee as in Central Falls. 	<ol style="list-style-type: none"> 1. Barrington is offering all the same products as Central Falls and one additional product. 2. <u>Local Green 50%</u> - For consumers opting this product, the program shall purchase additional, voluntary RECs expected to be equal to 50% of their electricity usage. Barrington consumers will have to actively select this product. 	<ol style="list-style-type: none"> 1. Barrington will utilize the Barrington Times as its newspaper of record. 2. Facebook: @barringtonri 3. Twitter: @RI_Barrington 4. Communication with local businesses will be coordinated through the Barrington Business Association.

<u>Municipality</u>	<u>Org. Structure</u>	<u>Supply Offerings</u>	<u>Education and Outreach</u>
Providence	<ol style="list-style-type: none"> 1. City Council shall exercise authority analogous to Central Falls City Council and Barrington Town Council. 2. The Council specifically delegated authority for direct management and oversight of the program to the Office of Sustainability. 	<ol style="list-style-type: none"> 1. Providence is offering the same supply options as Barrington: (a) Standard Product, (b) Basic Product, (c) Local Green 50%, and (d) Local Green 100% 	<ol style="list-style-type: none"> 1. The Providence Journal shall serve as the newspaper of record. 2. Social media handles to be used: (a) Mayor's twitter, (b) Mayor's Instagram, (c) Office of Sustainability Facebook, (d) Office of Sustainability Twitter 3. City website, Mayor's newsletter, Sustainability Department newsletter will also be utilized. 4. Page 22 of the plan highlights currently enumerated groups and neighborhood associations, though this list is likely to be expanded as outreach begins. 5. Coordination will also happen with the Environmental and Sustainability Task Force, and the program will incorporate their ongoing feedback and recommendations.

<u>Municipality</u>	<u>Org. Structure</u>	<u>Supply Offerings</u>	<u>Education and Outreach</u>
South Kingstown	1. South Kingstown has structured it's program to be consistent with Barrington.	1. South Kingstown is offering the same products as Barrington and Providence. They are currently using different product names: (a) Standard Product, (b) Basic Product, (c) Smart Energy Plus [analogous to Local Green 50%], and (d) Smart Energy Plus Plus [analogous to Local Green 100%].	1. South Kingstown shall use the Narragansett Times and The Independent as newspapers of record. 2. Municipal Facebook: Town of South Kingstown. 3. Primary citizen lead Facebook account: Our Town South Kingstown 4. Local groups for coordination are listed on pages 15-16 of the plan.
Portsmouth	1. Portsmouth has utilized the same structure as Barrington and South Kingstown, except for having a Town Administrator rather than a Town Manager.	1. Portsmouth is offering the same products as Barrington, Providence and South Kingstown. Product names have not yet been determined.	1. Primary social media outlets will be through local groups that are listed in Attachment 2.