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August 31, 2020

VIA ELECTRONIC SERVICE

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

Re: Docket 5047 – Responses to Data Requests 1-1 through 1-21

Dear Ms. Massaro:

On behalf of Barrington, enclosed please find the Town's response to PUC Data Requests 1-1 through 1-21 in the above-referenced docket.

Thank you for your attention to this submission. If there any questions, please contact me at 401-758-7288.

Sincerely,


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

cc: Docket 5047 Service List

Certificate of Service

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

Paper copies are available upon request.



August 31, 2020

Docket No. 5047 – Town of Barrington Community Choice Electricity Aggregation (CCEA) Plan
Service List updated 8/13/2020

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Request 1-1:

Please provide a timeline that includes the following:

- a. PUC approval
- b. Community outreach
- c. Deadline to opt out
- d. Deadline to sign up for a product (standard, basic, or one of the local green offerings)
- e. Customer notification of pricing for each product
- f. Customer notification of “the exact percentage of the renewable energy to be included in [the applicable product]”
- g. Bidding
- h. Review and acceptance of bids
- i. Commencement of service

Response:

The table below includes all elements included in Data Request 1-1.

Order	Timeline Element from 1-1	Notes and Timing
1.	a. PUC approval	
2.	g. Bidding	After securing PUC approval, Good Energy and Barrington will monitor market conditions and identify an appropriate time to go to bid. Once the date and all details for the bid have been finalized, Good Energy and Barrington will issue the bid. The bid will include the date for commencement of service, and Good Energy and Barrington will notify National Grid of that date. The date of the bid will be set such that the program can meet the minimum timeline noted in Step 4.1 for the Consumer Notification Letter.
3.	h. Review and acceptance of bids	Good Energy and Barrington will notify the Commission and National Grid whether a bid was accepted, the results of the bid and date for commencement of service.
4.	b. Community Outreach	Community outreach efforts will begin up to 60 days before commencement of service and run through the commencement of service. The outreach efforts will include social media, press releases, traditional media, virtual or in-person meetings, Council presentations and, for all eligible customers, a mailed postcard and a mailed Consumer Notification Letter.

4.1	e. f. Notification of the exact price and renewable energy content for the standard and optional products*	<p>While all community outreach efforts will provide information on the price, renewable energy and term for the standard and optional products, the Consumer Notification Letter will be the vehicle to directly notify each eligible customer of this information.</p> <p>The Consumer Notification Letter will be mailed at least 36 days before the commencement of service. This allows 3 days for the Consumer Notification Letter to be delivered via mail, 30 days for the customer to consider whether to opt out or select an optional product, and then 3 days for the customer to mail the reply card back to the supplier.</p>
4.2	c. and d. Deadline to opt out or select an optional product*	The deadline to opt out or sign up for an optional product before the commencement of service will be at least 3 days before the commencement of service. This is to allow time for the customer to mail the reply card back to the supplier.
5.	i.	Commencement of service will take place at the next meter read following the end of the opt out period.

*After commencement of service, participants may continue to opt out any time or change product choices, without penalty.

Request 1-2:

Under Section II.B of the Electricity Aggregation Plan on page 2, it states that:

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.

Request 1-2(a):

Will the solicitation of separate pricing for each of the standard and optional products take place before or after customers have been required to opt out/choose an optional product or before?

Response:

The solicitation will happen before customers are given the required opportunity to opt out (or choose an optional product). As a result, the Consumer Notification Letter will include the price, contract length and exact percentages of renewable energy to be included in the standard and optional products. Consumers will have 30 days from receipt of the Consumer Notification Letter

to decide whether to opt out or choose an optional product. As described in Data Request 1-1, after the deadline there will be at least another 3 days before commencement of service, so that customers can mail back their Opt Out reply card. After enrollment, consumers can continue to opt out or choose an optional product at any time, without penalty.

As a result of these data requests and those posed in Docket 5042, we have made some updates to the Consumer Notification Letter. A revised version is included as an attachment.

Request 1-2(b):

Will the customer know the exact percentage of renewable energy included in the Standard Local Green and two Local Green products prior to the opt out deadline?

Response:

Please see response to 1-2(a).

Request 1-2(c):

If the answer to subsection a. is “after”, how will customers be able to evaluate whether the price for the Standard Local Green or either of the other two Local Green products is worth the incremental cost?

Response:

Not applicable.

Request 1-3:

Based on the response to PUC 1-2.a, if the answer is “before”, how will Good Energy and Barrington project the participation and load requirements of each of the products for the solicitation?

Response:

Following an order from the Commission approving the aggregation plan, National Grid will make available to Good Energy anonymous customer specific usage data, including ICAP tags, in order to develop the bidding documents for suppliers. In the solicitation, Good Energy and Barrington will make all of this data available to the suppliers. This will allow suppliers to have the fullest information possible to reduce risk premiums. Suppliers will use their own modeling to make projections for participation in each of the products available.

Request 1-4:

Under Section II.B of the Electricity Aggregation Plan on page 3, it states that:

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.

Request 1-4(a):

When will commercial and industrial customers be advised of the “market prices at the time the consumer joins the Program?”

Response:

After the program launches, there are two routes that the new commercial or industrial customers could take to join the program per section II.B of the plan: 1) opt out process or 2) opt in. Both opt out and opt in customers will be notified of the price before enrollment in the program.

For opt out, these customers will be notified of the market price via the Consumer Notification Letter, with opt-out card. Prior to sending the Consumer Notification Card, Good Energy will confirm with the supplier whether they will offer the program price or a market price. The market price could differ for each commercial and industrial customer, based on their specific usage and load history and date of request to join the program. If it is a market price, that specific customer will receive a Consumer Notification Letter with their specific market prices for the standard and optional products. The commercial or industrial customer will have at least 30 days to decide whether they would like to opt out or choose an optional product.

For opt in, when these customers request to join the program, the supplier will determine whether they will offer the program price or a market price and advise them of what that price would be. The market price could differ for each commercial and industrial customer, based on their specific usage and load history and date of request to join the program. Good Energy will require that the commercial or industrial customer is sent an email with a quote of the price, and that Good Energy is copied on that email for awareness. To enroll the customer, Good Energy will require that the customer accepts that quote with a reply confirmation email.

Request 1-4(b):

Will the market prices fluctuate or be the same during the period the commercial or industrial customer is enrolled in the plan?

Response:

The market prices will not fluctuate. The market price quoted to an individual commercial or industrial customer will be fixed for the remainder of the program's supply contract.

Request 1-4(c):

If the market prices can change, what is the frequency of those changes?

Response:

Not applicable, per response to 1-4(b).

Request 1-4(d):

If the market prices can change, what is the notice requirement to customers subject to the market rate pricing?

Response:

Not applicable, per response to 1-4(b).

Request 1-5:

Under Section II.B of the Electricity Aggregation Plan on page 3, it states that:

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.

Request 1-5(a):

When will these customers be advised of the “market prices at the time the consumer joins the Program?”

Response:

When a customer that has previously opted out requests to join the program, the supplier will determine whether they will offer the program price or a market price and advise them of what that price would be. The market price could differ for each customer, based on their specific usage and load history and date of request to join the program. Good Energy will require that the customer is sent an email with a quote of the price, and that Good Energy is copied on that email for awareness. To enroll the customer, Good Energy will require that the customer accepts that quote with a reply confirmation email.

Request 1-5(b):

Will the market prices fluctuate or be the same during the period these customers are enrolled in the plan?

Response:

The market prices will not fluctuate. The market price quoted to a customer that rejoins the program will be fixed for the remainder of the program's supply contract.

Request 1-5(c):

If the market prices can change, what is the frequency of those changes?

Response:

Not applicable, per response to 1-5(b).

Request 1-5(d):

If the market prices can change, what is the notice requirement to customers subject to the market rate pricing?

Response:

Not applicable, per response to 1-5(b).

Request 1-6:

If a customer initially does nothing and is enrolled in the Standard Product and later wishes to enroll in one of the other offerings within the aggregation, will that customer receive the contracted program pricing or the market rate at the time of the switch? Please explain how that process will work.

Response:

Yes, the customer will receive the contracted program pricing.

Request 1-7:

What has Barrington's average annual load for all customers within the municipality been for the past 5 years (or a readily available historical period)?

Response:

Good Energy has obtained from National Grid the annual load for the 12-month period of April 2019 to March 2020 for all accounts in Barrington that are eligible for automatic enrollment in the program. The total annual load for these customers is 53,467,605 kWh.

Request 1-8:

Is there a model Electric Service Agreement? If so, please provide a copy.

Response:

Please see attached for a model Electric Services Agreement ("ESA").

Request 1-9:

Has Barrington or Good Energy confirmed that a customer can opt out of the municipal aggregation program by contacting National Grid directly (as opposed to the energy supplier)?

Response:

Once a customer is enrolled with a third-party supplier, including an aggregation, that customer can call the National Grid call center and ask to be returned to Standard Offer Service. Before a customer is enrolled in an aggregation, however, National Grid cannot process an opt out, as the customer is still on Standard Offer Service.

Request 1-10:

Why can't a customer cancel service with the municipal aggregation energy supplier online?

Response:

The Consumer Notification Letter indicates that customers can opt out -- cancel service from the aggregation program -- online, as well as enroll and change their product choice online. There will also be a phone number made available for customers to either opt out or enroll and change their product.

Request 1-11:

Reviewing the customer letter on page 18 of the filing, please confirm that a customer can opt out of the aggregation prior to the program launch by either sending back the opt out card, calling the supplier, or submitting the form online.

Response:

That is correct. A customer can opt out of the aggregation program prior to the launch by any of the methods referenced.

Request 1-12:

On page 6 of the Electricity Aggregation Plan, it states, "[t]he Municipality will only accept a bid that enables it to launch the aggregation with a price, terms and characteristics that meet the criteria set by their municipal officials."

It is not clear from the remainder of that paragraph whether the price, terms and characteristics have been set. Reference is made to the sentence that reads "[p]rior to delivery of the bids, the City Council will provide authorization to its designees(s) to select a bid and enter into an ESA based upon parameters the Town Council deems appropriate for its constituents."

Request 1-12(a):

When will those parameters be determined?

Response:

After approval of the aggregation plan, Good Energy will work with the Town to monitor market conditions and identify a time to issue the solicitation for bids. Once that time has been identified, Good Energy and Town Staff will draft recommended parameters for each of the products and then present them to the Town Council for approval, along with a request that the Town Council authorize a designee for bid day.

Request 1-12(b):

If they have been determined, please provide them.

Response:

Not applicable, per response to request 1-12(a).

Request 1-12(c):

Will they be determined in a public session or Executive session?

Response:

Good Energy will request that its reports on indicative pricing and setting of bid parameters be done in an Executive Session. Confidentiality of this market information is necessary so as to prevent the disclosure of proprietary bid information that could disadvantage the Municipality such that it would not receive the most competitive set of bids possible.

Request 1-12(d):

Referencing the testimony of Mr. Deller at page 2, lines 14-15, please describe the process for the public vetting of the contracts.

Response:

As a point of clarification, testimony in Docket 5047 was provided by Mr. Hervey and Mr. Carr. Mr. Deller provided direct testimony in Docket 5042 regarding the Plan submitted by the City of Central Falls.

In reviewing the direct testimony provided by Mr. Hervey, there is no similar assertion to which this data request would be applicable.

Request 1-13:

Please explain how Barrington/Good Energy will screen bidders for non-price qualifications such as compliance with all laws in other states, any sanctions issued by other states, ACP payments or penalties in other states

Response:

Prior to issuing the bid solicitation, Good Energy will collect non-price qualification data in order to pre-qualify acceptable bidders. Good Energy will present recommendations to Barrington for their final determination. Potential bidders must provide detail about their experience with existing aggregation programs, customer service capabilities, references, financial stability, and compliance with laws in other states. The latter will include, within the past three years, any legal proceedings related to their delivery of electricity or renewable energy certificates, sanctions issued by states or regulatory bodies, and the scale of penalty payments for not meeting a state's renewable energy standard (e.g. ACP payments).

Request 1-14:

On page 6 of the Electricity Aggregation Plan, please clarify that *{products as described above}* is meant to reference the Standard Local Green, Basic, and the other two Local Green offerings.

Response:

Yes, that interpretation is correct.

Request 1-15:

Referencing the Renewable Energy section of the Electricity Aggregation Plan, is there any requirement that the additional renewable energy anticipated for the Standard and Local Green offerings be from projects certified as Rhode Island Eligible RECs (whether New or Existing), or is the percentage to be procure from Rhode Island Eligible facilities aspirational? Please note that "Rhode Island Eligible" refers to having been approved as a renewable generator by the PUC and assigned a Rhode Island-eligible unique certification number.

Response:

The plan, as submitted, is aspirational with regards to having all REC purchases that are additional to the Renewable Energy Standard to be Rhode Island Eligible RECs to provide on-going program flexibility as market conditions change. Currently, the intent for the first supply contract, as reflected in the model Electricity Services Agreement is for all RECs to be Rhode Island Eligible as a New Renewable Energy Resource with each coming from a renewable generator approved by the PUC and assigned a Rhode Island-eligible unique certification number.

Request 1-16:

How will the Public Education Campaign, particularly the portions that will be in-person at community events be affected by governmental social distancing requirements during the COVID-19 pandemic? What are the alternate plans to provide the same level of outreach as the described in-person activities?

Response:

Given the on-going uncertainty associated with the COVID-19 pandemic, the program will follow all current public health guidelines regarding limits on the number of individuals and health screenings at in-person events. So long as we are experiencing the pandemic, any event organized by the aggregation program will include an option for remote participation via videoconference or conference call. Representatives from the aggregation plan will accept invitations to both in-person and virtual events and will follow such guidelines as are in place at that time.

Beyond these adaptations, the program will utilize alternative forms of communication such as social and traditional media where consumers regularly receive information regarding local services.

Good Energy will continue to share its experience from across the country as it innovates on public outreach and education efforts. There has been no single replacement to traditional events and direct visits with potential customers that have been the foundation of successful community engagement. We must continue to learn from our own efforts elsewhere in addition to those tactics being used by similarly situated entities that are seeking to deliver a specific message to members of the public.

Request 1-17:

Will customers who either do not opt out initially or who opt in subsequently have an account with the competitive supplier? If so, will the competitive supplier have customer contact information? If so, please explain why customers enrolled in the aggregation will not receive individual notices of price changes (referencing page 8 of the Electricity Aggregation Plan).

Response:

Yes. Any customer who is enrolled in the program will have an account with the competitive supplier that is chosen to provide supply services for the aggregation program. This includes current Standard Offer customers who have elected to not have their contact information shared with competitive suppliers for marketing purposes. Consistent with Section 2.5 of the model ESA consumer data, including address, telephone numbers and other identifying information, is available only so that the supplier can fulfill its supply obligations. The supplier will have no property right, title or interest in the data, and is explicitly prohibited from sharing information to third parties or using such data for marketing purposes outside that which is necessary for the fulfillment of their obligation under the All-Requirements Power Supply agreement.

Any direct marketing to these participating or eligible consumers must be done in accordance with Section 18.2 of the ESA, whereby notice must be provided to the Municipality in advance of any marketing efforts.

Potential price changes for consumers can be classified into two categories. (1) Price changes that are a result of changes to applicable taxes or fees as levied by the Federal, State or Local government. It is not common practice to directly notify all impacted consumers as to the changes

of taxes, which would be disclosed on any subsequent bill where that tax would be itemized in a manner consistent with other taxes and fees. The program will also provide notification via the program website - which will be referenced on all education and outreach materials - press release, and physical and web postings at Town Hall. (2) Price changes associated with the potential for the municipality to choose a variable rate rather than a fixed rate contract with a competitive supplier. While this is not currently the intent of Barrington, the plan does not preclude Barrington from choosing a variable rate supply offer should they consider this the preferred product for the aggregation program. In such an event, the rate variability would be disclosed as part of a consumer notification letter making future direct mailings redundant to the initial disclosure and an unnecessary cost that would increase overall consumer prices.

Request 1-18:

Please provide a copy of any notice that would direct a customer complaint to the *Commission* and a copy of any notice that would direct a customer complaint to the *Division of Public Utilities and Carriers*. Please indicate the types of complaints that would be directed to either the Commission or to the Division.

Response:

It is the intention of the Program to be able to address any consumer concerns or complaints through clear communication, consumer troubleshooting, and internal dispute resolution. Complaints would only be forwarded to the Division or the Commission should these informal methods be inadequate or unsatisfactory to the consumer. There is no intent or purpose to in any way abrogate the right of a consumer to file a complaint with Division under its existing statutory and regulatory authority.

In the event that a complaint regarding the operations or actions of the supplier (i.e. non-regulated power producer or NPP) cannot be resolved to that satisfaction of a consumer it would be forwarded to the Division as NPPs fall under their jurisdiction. As an example, should a consumer claim that they the supplier disenrolled them from the program or enrolled them in the program without their consent. If this cannot be addressed by the aggregation program, it would be referred to the Division for resolution consistent with the dispute resolution procedures.

In the event that a complaint regarding the operations or actions of the aggregation program itself cannot be resolved to that satisfaction of a consumer it would be referred to the Commission. At this time, there is no regulation or applicable statutes directing what, if any, state entity is to provide this type of dispute resolution. While the Municipality is ultimately the responsible party for the operations of the program, it is our belief that given the grant of authority to the Commission under §39-1-1.2 to review and approve a plan, it would be the logical entity to which a complaint could be appealed in the event of consumer dissatisfaction. For example, if a consumer believed they were moved between optional products without consent or that the program failed to provide sufficient disclosure, and this could not be resolved between the consumer and the program, it would be referred to the Commission.

A summary of all complaints or concerns will be included in regular updates to Municipal officials as part of the on-going evaluation of the program for potential amendment.

Request 1-19:

Page 10 of the Electricity Aggregation Plan states that customers leaving the municipal aggregation will be returned to Standard Offer Service. Is this consistent with the following language from R.I. Gen. Laws § 39-3-1.2 (please note that Standard Offer Service expires at the end of 2020 and is replaced by Last Resort Service commencing in 2021)?

Any person that leaves the aggregation program pursuant to the stated procedure shall default to the last resort service until the person chooses an alternative supplier.....The legislative authority shall have the right to terminate the operation of the plan by placing its customers on last-resort service. If the legislative authority terminates the operation of the plan and places customers on last-resort service, a municipality seeking to form a new municipal aggregation load must submit a new plan to the commission for approval, in accordance with this section, before the customers may enroll in a new aggregation program.

Response:

The plan uses the terms Standard Offer Service to refer to both the Standard Offer Services and Last Resort Services. This is consistent with the National Grid's assertion in Docket 4978 that use of both terms is likely to lead to customer confusion as service under Standard Offer and Last Resort is essentially the same. In the event that the term "Standard Offer Service" is retired or otherwise discouraged, the plan and outreach materials will be made consistent with the language used by National Grid in describing its supply offerings.

Request 1-20:

R.I. Gen. Laws § 39-26-9(c) states: "(c) Energy source disclosures shall be distributed to consumers on a quarterly basis." The PUC's Rules Governing Energy Source Disclosure include the following requirement:

Energy source disclosures shall be distributed to consumers on a quarterly basis covering the most recent one-year period, including the most recent quarter for which NE-GIS data has been finalized. For the first year of disclosure under these regulations, Obligated entities may phase in the quarterly information rather than providing the most recent one-year period.

Request 1-20(a):

Why does Barrington and Good Energy believe that the quarterly requirement is through a direct mailing?

Response:

While the statute and regulations do not explicitly require mailing, Good Energy and Barrington wants to clarify this interpretation. Our reasons for seeking clarification include that 810-RICR-40-05-3 references reporting costs for printing and postage and a similar requirement in Massachusetts requires direct mailing. In Massachusetts, all of Good Energy's aggregation programs have requested and been granted a waiver to distribute the notices by posting on the program website.

Request 1-20(b):

Is Barrington requesting approval from the PUC for the competitive supplier to provide energy source disclosure labels less than quarterly?

Response:

No, Barrington will provide quarterly energy source disclosure labels. Barrington is requesting approval from the PUC to distribute these quarterly labels by posting on the program website. All education and outreach materials will direct participants to the program website and the Consumer Notification Letter (revised, attached) explicitly states that the quarterly energy source disclosure labels are available on the program website.

Request 1-20(c):

Has Barrington and/or Good Energy inquired of competitive suppliers operating in Rhode Island of their current practice of providing energy source disclosure labels to their customers?

Response:

Yes. Good Energy surveyed all of the competitive suppliers listed on the State's EMPOWER RI online comparison portal (Ambit, Archer, Public Power, SunWave and Viridian). All indicated either through terms and conditions or customer support conversations that for residential customers they post the most recent label on their website and do not mail them directly to customers.

Good Energy surveyed suppliers serving active aggregation programs with Good Energy about their service in Rhode Island. Only Direct Energy confirmed that they serve non-aggregation residential customers in Rhode Island. Direct Energy does mail quarterly disclosure labels to these non-aggregation residential customers in Rhode Island. Nevertheless, we feel there is an important distinction between aggregation and non-aggregation programs. This is the fact that the Municipality has communication methods that would not be available to suppliers outside of an aggregation program.

As noted above, all of Good Energy's aggregation programs in Massachusetts – including those served by Direct Energy – have been relieved of the obligation to directly mail the quarterly energy disclosure label, and instead provide it through posting on the program website.

Request 1-20(d):

Is Barrington suggesting the competitive supplier be relieved of the obligation to provide their quarterly energy source disclosure labels to the PUC?

Response:

No, the competitive supplier would still be required to provide their quarterly energy disclosure labels to the PUC.

Request 1-20(e):

How will customers be directly informed of the availability of the energy source disclosure labels on a quarterly basis under the proposal in paragraph 7 of the Petition?

Response:

Please see response to request 1-20(b).

Request 1-20(f)

Considering the aggregation may allow enrollees to choose different product offerings with different generation attributes, how will the disclosure plan directly inform customers of their specific energy source disclosure?

Response:

The energy source disclosure label will list each product separately and identify their unique characteristics. Based on the products in the plan, we expect these unique attributes will include the price and the amount of additional renewable energy.

Request 1-20(g):

Considering some customers may opt out of the aggregation, will the disclosure plan help these customers understand the aggregation's energy source disclosures do not apply to their energy?

Response:

The energy source disclosure label will clearly state that it applies to only the Barrington community electricity aggregation program, to avoid potential confusion for Barrington residents and businesses that may have opted out or are otherwise not participating in the program.

Request 1-21:

In 2019, a competitive energy supplier operating in Rhode Island, Massachusetts, New Hampshire, and several other states declared bankruptcy. The competitive supplier did not meet its renewable energy standard obligations in the various states in 2018 or 2019, and it is unclear if the supplier met renewable product commitments that were incremental to these states' mandatory standards.

The states filed claims that are being addressed in the bankruptcy proceeding. This supplier had been contracted with at least one municipality in Massachusetts under a community aggregation plan. Assume for purposes of these questions that the municipality's plan included products that were designed to exceed the state's renewable energy standard obligation.

Request 1-21(a):

Has Barrington taken any steps to ensure that the competitive supplier will fulfill at least the minimum Renewable Energy Supply (RES) (basic product offering)? If so, how?

Response:

Yes. Reducing greenhouse gas emissions and combating climate change is one of the motivations for Barrington to pursue the community electricity aggregation program. As a result, the Town understands the importance of its suppliers meeting the minimum Renewable Energy Standard requirement in all of its products.

Barrington will ensure that its requirements for purchasing and retiring Renewable Energy Credits (RECs), such as deadlines and banking, meet the minimum standards required by Rhode Island. Going beyond this, Good Energy's pre-approval process for bidders is the primary mechanism that the Town will use to ensure that the competitive supplier will fulfill at least the minimum RES requirements. As described in response to request 1-13, Good Energy will seek to establish that each prospective bidder has the financial and technical capabilities and has a history of compliance with renewable energy standards to successfully serve the aggregation. It is worth noting that Good Energy did evaluate the supplier in question as part of its pre-approval processes for bids conducted in Massachusetts in 2018 and 2019. Our process flagged this supplier as a high-risk bidder and, as a result, none of our solicitations accepted bids from this supplier.

Additionally, section 4.2 of the model ESA describes the procedures available to the Municipality in the event of the supplier declaring bankruptcy.

Request 1-21(b):

Has Barrington taken any steps to ensure that the competitive supplier will fulfill at least the minimum incremental renewable obligation above the RES minimum (standard product offering and/or the two Local Green offerings)? If so, how?

Response:

Yes. First, as discussed in response to request 1-21(a), Good Energy's rigorous pre-approval of suppliers will play a critical role in minimizing the potential for supplier bankruptcy and therefore fulfilling the incremental renewable obligation ("incremental obligation"). Specific to the incremental obligation, there are a few additional actions that the program will take to responsibly obtain the required RECs. As noted in section 8.2 of the model ESA, the provider of the RECs for the incremental obligation may be a different entity than the supplier. If so, the supplier will contract to purchase and retire RECs from that REC provider, and Good Energy anticipates requiring the following terms in such a contract:

- A 7-quarter REC delivery schedule that is adapted from the Green-e certification system. That schedule would be as follows: for an obligation in a given calendar year, RECs may be generated in the last two quarters of the preceding year, all four quarters of the current year or the first quarter of the following year.
- Payment upon delivery - the supplier would only release funds to the REC provider upon the receipt of delivered RECs for the incremental obligation. This means that if the REC provider fails to deliver, the supplier would have the revenue necessary to purchase the appropriate amount of RECs for the incremental obligation.
- Early REC delivery - the REC provider could deliver RECs to the supplier for at least 50% of the expected obligation prior to that obligation occurring. A true-up process would occur quarterly.
- Same quarter retirement - The supplier must retire the RECs at the end of the NEPOOL GIS trading period in which the RECs were transferred by the REC provider to the supplier. Supplier will be required to issue a report certifying retirement 15 days after the trading period has ended.
- Should the supplier default or go bankrupt, they must retire any and all RECs remaining in their NEPOOL GIS account designated for Barrington.

The 7-quarter delivery schedule and early REC delivery would offer beneficial flexibility to the program and the REC provider to secure competitively priced Rhode Island New RECs. Early REC delivery, same quarter retirement and the bankruptcy provision highlighted serve to minimize any potential shortfall in fulfillment of incremental renewable obligation by the supplier.

Request 1-21(c):

If Barrington has not taken any steps to ensure that there are protections for customers who enroll in the standard product offering and two Local Green offerings in the event of default or bankruptcy, is there any mechanism Barrington could include in the solicitation documents and energy supply agreement to ensure customers receive the benefit of the renewable energy for which they will likely pay an incremental cost? Please explain.

Response:

Per responses to Data Request 1-21(a) And 1-21(b), Good Energy and Barrington believe we have taken steps to protect consumers in the event of default or bankruptcy that we hope the Commission finds prudent and acceptable.

Request 1-21(c)(i):

Would Barrington be willing to include any such requirements in its bid solicitation documents and energy service agreement? Why or why not?

Response:

Barrington desires that its solicitations for supply service retain all opportunities to be competitive against third-party suppliers and Standard Offer Service. We are open to suggestions but will evaluate any additional restrictions against their likelihood of adding cost.

ELECTRIC SERVICE AGREEMENT

This Electric Service Agreement ("ESA" or "Agreement") is entered into as of the **XX day of _____, 20XX** ("Effective Date") by and between _____ ("Competitive Supplier"), and the _____, a Rhode Island municipality (the "Municipality").

Recitals

WHEREAS, the Rhode Island General Assembly has adopted Chapter 3, Section 1.2 of Title 39, entitled "Aggregation of electrical load by municipality or group of municipalities", which among other things, (1) allows for competition in the generation and supply of electricity to consumers, (2) authorizes municipalities to aggregate the electrical load of electricity consumers within their boundaries, and (3) allows municipal aggregators to formulate an aggregation plan and conduct aggregation programs;

WHEREAS, Municipality has developed a Community Choice Electricity Aggregation Program ("Program") to aggregate consumers located within the Municipality and to negotiate competitive rates for the supply of electricity for such consumers;

WHEREAS, the program allows Municipality to solicit competitive bids for the supply of electricity individually or as part of a buying group with other municipal aggregators;

WHEREAS, the Municipality has received approval of its Program from the Rhode Island Public Utilities Commission ("PUC") in Docket # XXXX;

WHEREAS, Competitive Supplier, a corporation duly authorized to conduct business in the State of Rhode Island ("Competitive Supplier"), desires to provide All- Requirements Power Supply to consumers located within the Municipality, pursuant to the terms and conditions of the Municipality's Program and this Electric Service Agreement ("ESA"); and

WHEREAS, the Municipality desires that the Competitive Supplier provide All-Requirements Power Supply as an alternative to Standard Offer Service for consumers within the Municipality.

NOW THEREFORE, IT IS AGREED THAT, the Municipality and the Competitive Supplier hereby enter into this ESA subject to the terms and conditions below.

Electric Service Agreement

ARTICLE 1 DEFINITIONS

Capitalized terms that are used but not defined in the body of this ESA, including the Exhibits hereto, shall be defined as set forth in this Article 1. Words defined in this Article 1 that are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined herein shall be given their common and ordinary meanings.

1.0 Associated Entities – Any and all of the independent contractors and subcontractors of the Competitive Supplier or of any of its corporate parents or subsidiaries, which provide goods or services to, or in any way assist, the Competitive Supplier in meeting its obligations under the ESA, but specifically excluding the Local Distributor,

1.1 All-Requirements Power Supply - The service under which the Competitive Supplier provides all of the electrical energy, capacity, reserves, and ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Participating Consumers at the Point of Sale. This supply service also includes any costs associated with meeting the “Renewable Energy Standard” at the levels required by applicable law throughout the term of the Agreement.

1.2 Bankruptcy - With respect to a Party, such Party (i) ceases doing business as a going concern, generally does not pay its debts as they become due or admits in writing its inability to pay its debts as they become due, files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other present or future applicable federal, state or other Governmental Rule, or seeks or consents to or acquiesces in the appointment of any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties, or makes an assignment for the benefit of creditors, or said Party takes any corporate action to authorize or that is in contemplation of the actions set forth in this clause (i); or (ii) a proceeding is initiated against the Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or any future federal bankruptcy code or any other Governmental Rule and, such proceeding is not dismissed within ninety (90) days after the commencement, or any trustee, receiver, custodian or liquidator of said Party or of all or any substantial part of its properties is appointed without the consent or acquiescence of said Party, and such appointment is not vacated or stayed on appeal or otherwise within ninety (90) days after the appointment, or, within ninety (90) days after the expiration of any such stay, has not been vacated, provided that, notwithstanding the foregoing, the exercise of rights to take over operation of a Party's assets, or to foreclose on any of a Party's assets, by a secured creditor of such Party (including the appointment of a receiver or other representative in connection with the exercise of such rights) shall not constitute a Bankruptcy.

Electric Service Agreement

1.3 Standard Offer Service- As defined in R.I. Gen. Laws § 39-1-27.3 and in Regulations of the Commission, as amended or promulgated, as the case may be, from time to time. The Fixed Standard Offer Service Rate is the price of the default generation service supplied by the Local Distributor, which is fixed for a period of three to six months.

1.4 Commercially Reasonable - Any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known, or which in the exercise of due diligence, should have been known, at the time the decision was made, would have been expected in the industry to accomplish the desired result consistent with reliability, safety, expedition, project economics and applicable law and regulations, provided that in no event shall increased costs or economic hardship be an excuse for not performing a Party's obligations under this ESA.

1.5 Competitive Supplier – The corporation identified at the top of page one of this ESA, which is duly authorized to conduct business in the State of Rhode Island.

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

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

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

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

1.10 Effective Date - The date on which this ESA is executed by the Parties (to be determined by the later date, if the Parties execute on different dates).

1.11 Eligible Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity located within the geographic boundaries of the Municipality who receive Standard Offer Service as of the Effective Date ("Standard Offer Service Customers"), or New Consumers that subsequently become eligible to participate in the Program at one or more locations within the geographic boundaries of the Municipality. The residential class is comprised of the of rates A-16, A-60; the commercial class is comprised of rates C-06, G-02, S-05, S-06, S-10 and S-14; and the industrial class is comprised of B-32 and G-32. Eligible Consumers shall exclude: (1) Standard Offer Service Customers who have asked their Local Distributor to not enroll them in competitive supply; (2) Standard Offer Service Customers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service.

Electric Service Agreement

1.12 ESA - This Electric Service Agreement.

1.13 Force Majeure - Any cause not within the reasonable control of the affected Party which precludes that party from carrying out, in whole or in part, its obligations under this ESA, including, but not limited to, Acts of God; winds; hurricanes; storms; tornadoes; fires; epidemics; landslides; earthquakes; floods; other natural catastrophes; strikes, lock-outs or other industrial disturbances; acts of public enemies; acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity, provided, however, that any such discretionary acts, failures to act or orders of any kind by the Municipality may not be asserted as an event of Force Majeure by the Municipality; acts or failures to act by the Local Distributor, including, but not limited to, the failure to distribute retail power for any reason; insurrections; military action; war, whether or not it is declared; sabotage; riots; civil or industrial disturbances or explosions. Nothing in this provision is intended to excuse any Party from performing due to any governmental act, failure to act, or order, where it was reasonably within such Party's power to prevent such act, failure to act, or order. Economic hardship of either Party shall not constitute an event of Force Majeure.

1.14 General Communications - The type of communications described and defined in Article 5.6 herein.

1.15 Governmental Authority - Any national, state or local government, independent system operator, regional transmission owner or operator, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, excluding the Municipality.

1.16 Governmental Rule - Any law, rule, regulation, ordinance, order, code, permit, interpretation, judgment, decree, or similar form of decision of any Governmental Authority having the effect and force of law.

1.17 Green Power - Electric energy generated by equipment or facilities including solar power, biomass, landfill gas, wind turbine, hydro power or other renewable energy generating resource or technology, as defined by R.I. Gen. Laws § 39-26-5 or, that may be otherwise added by mutual agreement of the Parties.

1.18 ISO-NE - The New England Independent System Operator, or such successor or other entity that oversees the integrated dispatch of power plants in New England and the bulk transmission of electricity throughout the New England power grid.

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

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

Electric Service Agreement

1.21 NEPOOL - The New England Power Pool.

1.22 New Consumers - Residential, commercial, industrial, municipal, or other consumers of electricity that become Eligible Consumers after the Effective Date and have not previously elected to opt-out of the Program.

1.23 New Taxes - Any taxes not in effect as of the Effective Date enacted by a Governmental Authority or the Municipality, to be effective after the Effective Date with respect to All-Requirements Power Supply, or any Governmental Rule enacted and effective after the Effective Date resulting in application of any existing tax for the first time to Participating Consumers.

1.24 Participating Consumers - Eligible Consumers enrolled in the Program.

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

1.26 Plan - Community Choice Electricity Aggregation Program as adopted or amended by the Municipality from time to time, and as approved by the Commission in Docket # . The Aggregation Plan is a plan developed by the Municipality to aggregate electricity consumers for the primary purpose of negotiating the best rates for the supply of electricity for such consumers.

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

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

1.29 Program - Community Choice Electricity Aggregation Program, under which, the Plan is described and implemented.

1.30 Regulatory Event – Implementation of a new, or changes to an existing, Governmental Rule by a Governmental Authority, including without limitation the Local Distributor's tariffs, market rules, operating protocols and definitions, which have a material effect on the services and transactions contemplated by this ESA, including changes to a Governmental Rule that increase or decrease Competitive Supplier's costs. A "change" as used herein includes any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness, or any change in construction or interpretation, providing such "change" was not known or foreseeable as of the Effective Date.

1.31 Replacement RECs – Renewable Energy Certificates (RECs) to be provided by the

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Competitive Supplier in the event the REC Supplier defaults under, or terminates, the REC Purchase Agreement prior to termination of the ESA as provided in Article 8.2.

1.32 Retail Price - As set forth in Exhibit A.

1.33 Service Commencement Date - As set forth in Exhibit A.

1.34 Term - As defined in Article 4.1.

ARTICLE 2 RIGHTS GRANTED

2.1 GENERAL DESCRIPTION AND LIMITATIONS

Competitive Supplier is hereby granted the exclusive right to provide All-Requirements Power Supply to Participating Consumers pursuant to the terms of the Program and this ESA. For the avoidance of doubt, Competitive Supplier shall be authorized to supply All-Requirements Power Supply only to Participating Consumers, and the Local Distributor will continue to have the right and obligation to supply electricity to Eligible Consumers who opt-out of the Program and remain on, or return to, Standard Offer Service, until changes in law, regulation or policy may allow otherwise. Competitive Supplier further recognizes that this ESA does not guarantee that any individual Eligible Consumer will be served by the Competitive Supplier.

In accordance with Article 3 below, all Eligible Consumers shall be automatically enrolled in the Program unless they choose to opt-out. As between the Parties, the Competitive Supplier has the sole obligation of making appropriate arrangements with the Local Distributor, and any arrangements which may be necessary with the ISO-NE so that Participating Consumers receive the electricity supplies to be delivered pursuant to this ESA.

The Municipality shall specifically authorize the Local Distributor to provide, and Competitive Supplier the right to obtain and utilize as required, all billing and energy consumption information for Participating Consumers as is reasonably available from the Local Distributor. Competitive Supplier shall request consumption data for individual Participating Consumers from the Local Distributor via EDI. If further action is required by the Local Distributor to authorize Competitive Supplier to receive such consumption and billing data, the Municipality agrees to use Commercially Reasonable efforts, at Competitive Supplier's cost, to assist Competitive Supplier, if so requested by it, in obtaining such information for Participating Consumers, including, without limitation, assisting Competitive Supplier in obtaining permission from such Eligible Consumers and/or the Department, where necessary as a prerequisite to the provision of such information. Competitive Supplier shall not be responsible for any errors that Competitive Supplier makes in the provision of All-Requirements Power Supply to the extent both that: 1) such errors are caused by errors or

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omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

2.2 NO THIRD PARTY BENEFICIARIES

This ESA does not and is not intended to confer any rights or remedies upon any person other than the Parties. This ESA facilitates rights under R.I. Gen. Laws § 39-3-1.2 for Eligible Consumers to purchase electricity from the Competitive Supplier in accordance with the Plan and this ESA. The Municipality has the right, but not the obligation, to advocate on behalf of the Eligible Consumers interested in contracting for electric supply and on behalf of all Participating Consumers, unless otherwise prevented by law.

2.3 COMPLIANCE WITH LAWS

By entering into this ESA, the parties specifically represent that they have exercised due diligence to review and have fully complied with all relevant regulations and orders of the PUC, Division and any other governmental authorities having jurisdiction over any element of the transactions contemplated by this ESA. Competitive Supplier specifically represents that it has exercised due diligence to review and has fully complied with all relevant regulations and orders of the Federal Energy Regulatory Commission (“FERC”).

2.4 CONDITIONS PRECEDENT

The Municipality's obligations under this ESA shall be conditioned upon the Competitive Supplier, fulfilling the following requirements:

- a) maintain Competitive Supplier's license from the Department (as such term is defined in the Local Distributor's Terms and Conditions for Competitive Suppliers);
- b) execute an Electric Supplier Service Agreement with the Local Distributor in a form reasonably satisfactory to Competitive Supplier;
- c) execute any appropriate ISO-NE applications and agreements;
- d) obtain authorization from the FERC to sell power at market-based rates;
- e) complete EDI testing with Local Distributor; and
- f) provide all other documentation and satisfy all other conditions required by the Local Distributor

If Competitive Supplier has not fulfilled all such requirements by the Service Commencement Date, then the Municipality may terminate this ESA without any liability to the Competitive Supplier.

2.5 OWNERSHIP AND USE OF ELIGIBLE CONSUMER DATA

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Competitive Supplier acknowledges and agrees that: 1) all Eligible Consumer data (including addresses, telephone numbers or other identifying information) made available to Competitive Supplier as an agent of Municipality for such data must be protected from disclosure to third parties by the Competitive Supplier and its Associated Entities to the fullest extent possible under the law; 2) the Competitive Supplier does not hold any permanent right, title or interest in this data; and 3) this data is to be obtained, retained and used by the Competitive Supplier and its Associated Entities solely to provide All-Requirements Power Supply to Participating Consumers and to render other services expressly required or permitted under this ESA. Any other use of Eligible Consumer data without the prior written consent of the Municipality is strictly prohibited. Pursuant to such authorized use, Competitive Supplier may share such Eligible Consumer data with Associated Entities as reasonably necessary to accommodate Competitive Supplier's provision of All-Requirements Power Supply or other performance pursuant to this ESA (including, without limitation, collection of receivables), provided that Competitive Supplier will take reasonable measures to inform any such Associated Entities of the confidential nature of such data and the restrictions set forth in this Article 2.5 and elsewhere in this ESA. Except as expressly provided in this ESA, and as otherwise permitted by law, Competitive Supplier and its Associated Entities shall not disclose any Eligible Consumer data to any third-party and Competitive Supplier and its Associated Entities shall take all Commercially Reasonable measures to protect Eligible Consumer data from access by, or beneficial use for, any third-party. To the extent that the provision of All-Requirements Power Supply or other services under this ESA requires that Competitive Supplier and its Associated Entities have access to or make use of any Eligible Consumer data, Competitive Supplier and its Associated Entities shall treat such Eligible Consumer data as confidential information. Competitive Supplier may use Eligible Consumer data to engage in direct marketing only during the term of this ESA and subject to the terms set forth in Article 18.2. A violation of this Article 2.5 shall be grounds for termination under Article 4.2(a). Competitive Supplier agrees violation of this Article 2.5 shall constitute irreparable harm.

ARTICLE 3 CONSUMER CHOICE, NOTIFICATION OF RIGHTS, ENROLLMENT

3.1 CONSUMER CHOICE

The Parties acknowledge and agree that all Participating Consumers have the right, pursuant to R.I. Gen. Laws § 39-3-1.2 and the Program, to change their source of electricity supply, as set forth in Article 2.1. The Parties represent and warrant to each other that they shall not unreasonably interfere with the right of Participating Consumers to opt-out of the Program, and shall comply with any rules, regulations or policies of the Commission, the Local Distributor, the Division and/or other lawful Governmental Authority regarding the procedures for opting out or of switching from one source of electric supply to another.

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Notwithstanding the foregoing, however, the Parties may take Commercially Reasonable measures to encourage Participating Consumers to affirmatively agree to remain in the Program, consistent with any Governmental Rules.

3.2 NOTIFICATION TO ELIGIBLE CONSUMERS FOR NEW AGGREGATION

In the event the Municipality is launching a new aggregation, all Eligible Consumers will, as of the Service Commencement Date, be automatically enrolled in the Program under the terms of this Agreement unless they opt-out. The Local Distributor or the Municipality will provide to Competitive Supplier a list of all Eligible Consumers as of the Effective Date including service and billing addresses. Competitive Supplier shall notify each Eligible Consumer :

- (i) about the Program;
- (ii) of the date on which such Eligible Consumer will be automatically enrolled in the Program;
- (iii) that the Competitive Supplier will be providing All-Requirements Power Supply to such Eligible Consumer as of the same date, subject to the opt-out provisions of R.I. Gen. Laws § 39-3-1.2, and the Plan; and
- (iv) of the opt-out procedures under the Plan and as required by the Department.

The Municipality shall specify the design and content of the notice of the opt-out procedures (the “Opt-Out Notice”) which may be in color and may include 2 pages in addition to the reply form and language access document, but shall not exceed 2 ounces in weight. Competitive Supplier shall review the Opt-Out Notice and notify the Municipality of any comments or concerns regarding the form or content of the notice. Once the design and content of the notice are finalized, Competitive Supplier shall, at its cost and in accordance with the approved design and content, prepare, print and mail to each Eligible Consumer the Opt-Out Notice at least thirty six (36) days prior to the date of automatic enrollment. The Opt-Out Notice shall:

- i) prominently state all charges to be assessed by the Competitive Supplier;
- ii) provide a summary of the prices and terms included in Exhibit A;
- iii) fully disclose the prices and terms then being offered for Standard Offer Service by the Local Distributor;
- iv) state how an Eligible Consumer may opt-out of the Program prior to enrollment and remain on Standard Offer Service from the Local Distributor;
- v) state how all Participating Consumers, subsequent to enrollment, will also have the right to opt-out at any time and return to Standard Offer Service or choose a new Competitive Supplier without paying a fee, charge or penalty; and
- vi) include a reply card and postage-paid envelope that Eligible Consumers may use to exercise their opt-out rights.

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All Eligible Consumers who do not elect to opt-out of the Program shall then be deemed Participating Consumers and shall be entitled to receive electric supply at the prices listed in Exhibit A and pursuant to the terms and conditions of this Agreement.

If any Opt-Out Notices are returned as undeliverable, the Competitive Supplier shall promptly make commercially reasonable efforts to identify a correct mailing address and re-send the Opt-Out Notice. The Municipality shall make Commercially Reasonable efforts to assist the Competitive Supplier with identifying correct mailing addresses.

Once enrolled in the Program pursuant to the procedures described in this Agreement, Participating Consumers may opt out at anytime without paying any fee, charge or penalty.

The Parties acknowledge that any low income discounts provided by the Local Distributor to low income consumers are not impacted by this Agreement.

3.3 NOTIFICATION TO NEW CONSUMERS AFTER PROGRAM LAUNCH

Throughout the term of this Agreement Competitive Supplier shall maintain a Master Opt Out File, as described in Article 11, that includes accurate records of a) all consumers in the Municipality that opted out prior to enrollment and after receiving an Opt-Out Notice and b) all consumers that left the Program for any reason after they were enrolled in the Program. Once each month throughout the term of this Agreement, or as otherwise agreed to by the Parties, the Competitive Supplier shall request from the Local Distributor an updated file that includes all consumers in the Municipality that are receiving supply from the Local Distributor at Standard Offer Service rates (hereinafter the “Updated LDC Standard Offer Service File”). Once each month Competitive Supplier shall create a Refresh Mailing List of New Customers that shall include all consumers in the Updated LDC Standard Offer Service File and exclude all consumers listed in the Master Opt Out File.

In accordance with the requirements of any applicable Governmental Rules, Competitive Supplier shall notify such New Consumers listed in the Refresh Mailing List (i) of the date on which such New Consumers will be automatically enrolled in the Program, and (ii) that the Competitive Supplier will be providing All- Requirements Power Supply to such New Consumers as of the same date, subject to the opt-out provisions of the R.I. Gen. Laws § 39-3-1.2, the Plan, and the Program Opt-Out Notice. Competitive Supplier shall mail the aforementioned notice and an Opt-Out Notice, as described in Article 3.1, to each New Customer listed in the Refresh Mailing List no later than sixty (60) after the Service Commencement Date and then once every month thereafter for the balance of the term of the Agreement, or as otherwise agreed to by the Parties. The Opt-Out Notice shall be mailed to each such New Consumer prior to the date of automatic enrollment in accordance with the requirements of the Plan. All Opt-Out Notices must be approved in advance by the Municipality. Competitive Supplier shall enroll New Customers in the Program immediately following the deadline stated in the Opt-Out Notice as described in Article 3.2.

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In providing the notifications set forth in Articles 3.2 and 3.3, and in otherwise conducting the activities in Article 3.5 below, the Competitive Supplier must rely upon information provided to it by the Local Distributor for the purpose of performing its obligations. Competitive Supplier will not be responsible for any errors in connection with its notification to Eligible Consumers or New Consumers only to the extent both that: 1) such errors are caused by errors or omissions in the information provided to it by the Local Distributor; and 2) it was reasonable for the Competitive Supplier to rely upon that provided information. The Municipality shall not be responsible for any such errors by the Competitive Supplier in any event.

3.4 CONSUMER AWARENESS

Upon mutual agreement of the Parties concerning the content and method, either the Competitive Supplier or Good Energy, L.P. may conduct consumer awareness efforts at its sole expense.

3.5 ENROLLMENT

3.5.1 Participating Consumers - All Participating Consumers as of the Effective Date will continue to be enrolled in the Program under the terms of this ESA unless they opt-out during the period specified in the Plan. The Municipality shall authorize the Local Distributor to provide to Competitive Supplier a list of Participating Consumers as of the Effective Date, as well as such Participating Consumer's service and billing addresses, and any other information necessary for Competitive Supplier to commence All-Requirements Power Supply to such Participating Consumers as of the Service Commencement Date.

3.5.2 New Consumers - If New Consumers elect not to opt-out of the Program as provided in Articles 3.2 and 3.3, such New Consumers will be automatically enrolled by Competitive Supplier in the Program. Competitive Supplier shall enroll such New Consumers in accordance with applicable Department and Local Distributor rules. Residential and small commercial New Customers shall be enrolled in the Program at the rates reflected in Exhibit A. All other New Consumers shall be enrolled at a price determined by the Competitive Supplier based on then-prevailing market conditions.

3.5.3 Re-enrollment by Eligible Consumers - At any time during this ESA, Eligible Consumers who have previously opted out of the Program may request that they be re-enrolled in the Program. The Competitive Supplier may not deny such a request. The Competitive Supplier may offer All-Requirements Power Supply to such Eligible Consumers either at a price determined by the Competitive Supplier based on then-prevailing market conditions, or they may offer the rate established by this ESA. Should the Competitive Supplier offer a market price, it must be disclosed prior to enrollment. Regardless of the rate offered, it shall be fixed through the remaining term of this ESA. The Competitive Supplier

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shall be responsible for enrolling all Eligible Consumers through EDI transactions submitted to the Local Distributor for initial enrollment in the aggregation and all enrollments thereafter.

3.5.4 Eligible Consumers Served by Third-Parties - Consumers being served under other competitive supply programs offered by third-parties will not be automatically enrolled as Participating Consumers under this ESA when such program terminates or is otherwise completed. Competitive Supplier agrees that Consumers under such third-party competitive supply programs may affirmatively opt-in and receive All-Requirements Power Supply. Residential and small commercial Consumers which opt-in shall be enrolled in the Program at the rates reflected in Exhibit A. All other Consumers that opt-in shall be enrolled at a price determined by the Competitive Supplier based on the then-prevailing market conditions.

ARTICLE 4 TERM OF CONTRACT AND TERMINATION

4.1 TERM

This ESA shall commence on the Effective Date, provided, however, that Competitive Supplier's obligation to provide All-Requirements Power Supply shall commence on the Service Commencement Date, and shall terminate as of the last day of the Delivery Term as stated in Exhibit A, unless terminated earlier under Article 4.2 below ("Term").

4.2 TERMINATION

This ESA may be terminated at any time upon written notice:

- a) by the Municipality, or the Competitive Supplier, if the other Party fails to remedy or cure any breach of any material provision or condition of this ESA (including, but not limited to, Article 2.5 and Article 9, but excluding the failure to provide or arrange for All-Requirements Power Supply, which is addressed in Article 4.2(d)), within sixty (60) days following written notice to do so by the non-breaching party; or
- b) by the Municipality, or the Competitive Supplier, if any material provision or condition of this ESA be finally adjudged invalid by any court of competent jurisdiction, or if the Department exercises any lawful jurisdiction so as to invalidate or disapprove this ESA in whole or in significant part; or
- c) by the Municipality, (i) if an order is entered against the Competitive Supplier approving a petition for an arrangement, liquidation, dissolution or similar relief relating to Bankruptcy or insolvency and such order remains unvacated for thirty (30) days; or (ii) immediately if the Competitive Supplier shall file a voluntary petition in Bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to Bankruptcy, insolvency or

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other relief for debtors or shall seek, consent to, or acquiesce in appointment of any trustee, receiver, or liquidation of any of Competitive Supplier's property; or

d) notwithstanding the foregoing, the failure of Competitive Supplier to provide or arrange for All-Requirements Power Supply to Participating Consumers, in the absence of Force Majeure or the Municipality's failure to perform, shall constitute an act of default, and the Municipality may terminate this Agreement upon giving written notice and without a cure period. In the event the Competitive Supplier has performed its obligations hereunder and its failure to arrange for or provide All-Requirements Power Supply is a direct result of actions or non-actions by any transmission service provider, the Local Distributor, or the ISO-NE, the Competitive Supplier's failure shall not be deemed to be an act of immediate default and would be subject to remedy or cure as provided in Article 4.2(a).

4.3 OBLIGATIONS UPON TERMINATION

Following termination of this ESA, the Parties shall each discharge by performance all obligations due to any other Party that arose up to the date of termination of the ESA and Competitive Supplier shall continue to have the right to collect all monies due for services rendered to that date. If Municipality has chosen a new supplier for its Program, Competitive Supplier shall assist in the transition to the new supplier by providing all Program information in its possession to the Municipality or the new supplier on a timely basis, including all updated reports pursuant to Article 11 and Exhibit B, excluding any information proprietary to the Competitive Supplier.

The Competitive Supplier specifically waives all rights it may have at law to claim that the Municipality has no standing or otherwise lacks the authority to seek monetary damages on behalf of individual Participating Consumers in the event of a breach of the ESA by the Competitive Supplier. The Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor.

4.4 EXTENSION

The ESA may be extended beyond the termination date established in Article 4.1 by mutual, written agreement of the Parties. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A-2. Upon any such extension, this ESA shall continue to be in effect, and all provisions of the ESA shall retain the same force and effect as before the extension, unless it is terminated by either Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

ARTICLE 5 CONTINUING COVENANTS

The Competitive Supplier agrees and covenants to perform each of the following obligations during the term of this ESA.

5.1 STANDARDS OF MANAGEMENT AND OPERATIONS

In performing its obligations hereunder, during the term of this ESA, the Competitive Supplier shall exercise reasonable care and comply with all applicable Governmental Rules; and shall exercise all reasonable efforts to assure that its facilities are prudently and efficiently managed; that it employs an adequate number of competently trained and experienced personnel to carry out its responsibilities; that it delivers or arranges to deliver an uninterrupted supply of such amounts of electricity to the Point of Delivery as are required under this ESA; that it complies with all relevant industry standards and practices for the supply of electricity to Participating Consumers; and that, at all times with respect to Participating Consumers, it exercises good practice for a Competitive Supplier and employs all Commercially Reasonable skills, systems and methods available to it.

5.2 CUSTOMER SERVICE ACCESS

The Competitive Supplier agrees to provide, or cause to be provided, certain customer services to Participating Consumers. Such services shall be reasonably accessible to all Participating Consumers, shall be available during normal working hours, shall allow Participating Consumers to transact business they may have with the Competitive Supplier, and shall serve as a communications liaison among the Competitive Supplier, the Municipality, and the Local Distributor. A toll-free telephone number will be established by Competitive Supplier and be available for Participating Consumers to contact Competitive Supplier during normal business hours (9:00 A.M.- 5:00 P.M. Eastern Time, Monday through Friday) to resolve concerns, answer questions and transact business with respect to the service received from Competitive Supplier. The Municipality will post program-related information on the Municipality's website which will be available to Participating Consumers for general information, product and service information, and other purposes.

5.3 RESPONDING TO REQUESTS FOR INFORMATION

To the extent authorized by the Participating Consumer(s) and to the extent such individual permission is required by law, the Competitive Supplier shall, during normal business hours (as set forth above), respond promptly and without charge therefore to reasonable requests of the Municipality for information or explanation regarding the matters covered by this ESA and the supply of electricity to Participating Consumers. Competitive Supplier agrees to designate a service representative or representatives (the "Service Contacts") who shall be available for these purposes, and shall identify the office address and telephone number of such representative(s). Whenever necessary to comply with this Article 5.3, the Service Contacts shall call upon other employees or agents of the Competitive Supplier to obtain such information or explanation as may be reasonably requested. Nothing in this Article 5.3 shall be interpreted as limiting the obligation of the Competitive Supplier to respond to

complaints or inquiries from Participating Consumers, or to comply with any provision of the Plan or regulation of the Department or Attorney General regarding customer service.

5.4 ARRANGING FOR FIRM ALL-REQUIREMENTS POWER SUPPLY

Competitive Supplier shall participate in or make appropriate arrangements with the ISO-NE, any relevant regional transmission organization, wholesale suppliers or any other entity to ensure an uninterrupted flow of firm All-Requirements Power Supply (free of all claims, security interests or others encumbrances) to the Local Distributor for delivery to Participating Consumers, and exercise all Commercially Reasonable efforts to cooperate with the NEPOOL, the ISO-NE or any other entity to ensure a source of back-up power in the event that Competitive Supplier is unable to deliver All-Requirements Power Supply to the Point of Delivery. In the event the Competitive Supplier is unable to deliver sufficient electricity to the grid to serve Participating Consumers, the Competitive Supplier shall make all such arrangements and exercise all Commercially Reasonable efforts as may be necessary to continue to serve Participating Consumers under the terms of this ESA, and shall bear any costs it may incur in carrying out these efforts and obligations. Competitive Supplier shall not be responsible to the Municipality or any Participating Consumers in the event that, through no fault of the Competitive Supplier or its Associated Entities, the Local Distributor disconnects, curtails or reduces service to Participating Consumers (notwithstanding whether such disconnection is directed by the ISO- NE)

5.5 NON-DISCRIMINATORY PROVISION OF SERVICE

Competitive Supplier shall supply electric energy to the Point of Delivery to all Eligible Consumers on a non-discriminatory basis; provided, however, that those prices and other terms may vary in accordance with reasonably established rate classifications (e.g., residential, commercial, municipal, industrial) or by such other categories as appear in Exhibit A. To the extent applicable, Competitive Supplier's prices, terms and conditions shall be in accordance with the Rhode Island General Laws, the regulations of the Department, and other applicable provision of law. To the extent required by law and/or the conditions of any Governmental Authority approval of this ESA, the Competitive Supplier may not deny service to an Eligible Consumer for failure to pay the bills of any other electric company (whether engaged in the distribution, transmission, or generation of electricity) or of any other aggregator, marketer or broker of electricity, but may reasonably deny or condition new service, or terminate existing service, based upon any Participating Consumer's failure to pay bills from the Competitive Supplier, subject to any provisions of law or applicable PUC orders or regulations, or Division rules and regulations. Provision of electric energy supply shall be subject to Competitive Supplier's standard credit policies, to the extent permitted by law, as described in Exhibit A.

5.6 APPROVAL OF GENERAL COMMUNICATIONS

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Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall provide a copy of such communications to the Municipality for its review to determine whether it is consistent with the purposes and goals of the Municipality, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications responding to the specific complaint or circumstance of an individual consumer). The Municipality shall have the right to disapprove such General Communications and suggest revisions if it finds the communication inconsistent with the purposes and goals of the Municipality, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Municipality fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication (a) regarding any emergency situation involving any risk to the public health, safety or welfare; (b) which has been approved by the Public Utilities Commission or any other Governmental Authority; or (c) in the nature of routine monthly or periodic bills, or collection notices, except that any bill insert or message included at the bottom of such bill not within the scope of (a) or (b) above shall require approval. If the Municipality objects to any General Communication on the grounds it is inconsistent with the purposes and goals of the Municipality, the Competitive Supplier, after consultation as provided in this Article 5.6, may nevertheless elect to send such General Communication provided that it: (i) clearly indicates on such mailing that it has not been endorsed by the Municipality, (ii) has previously provided all Participating Consumers a meaningful chance to opt not to receive such General Communications, (iii) has stated in connection with such chance to opt not to receive such communications that "the Municipality wants to protect Eligible Consumers from receiving marketing materials if you do not wish to do so," and (iv) has otherwise sought input from the Municipality as to the means by which Eligible Consumers are given a chance to remove their names from any list which may receive General Communications. The Municipality may reject or exclude any proposed General Communication that, in its reasonable judgment, is contrary to the interests and objectives of the Program or the Municipality.

The Competitive Supplier may only communicate with Participating Consumers and/or use the lists of Eligible Consumers and Participating Consumers to send educational materials, opt-out notices or other communications essential to the operation of the Program. Such lists may not be used by the Competitive Supplier to market any additional products or services to Eligible Consumers or Participating Consumers

5.7 COMMUNICATION OF INSERTS AND MESSAGES

Competitive Supplier agrees that if it communicates with Participating Consumers directly,

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and unless prevented for regulatory or other such reasons from doing so, it shall allow the Municipality to include no less than three (3) inserts per year into such communications, provided that the Municipality pays the cost of printing and reproducing such insert and any incremental postage or handling costs the Competitive Supplier may incur as a result of including such insert. Competitive Supplier shall have the right to disapprove such General Communications (that is communications other than those pertaining to the Municipality's demand-side management, energy efficiency programs and technology, and renewable energy programs, if applicable) and suggest revisions if it finds the communication inconsistent with its business interests, factually inaccurate or likely to mislead; provided, however: (i) that the communication shall be deemed approved if the Competitive Supplier fails to respond within seven (7) calendar days after receipt (not including weekends and holidays); and (ii) that no approval shall be necessary for any communication which has been ordered by the Public Utilities Commission or any other Governmental Authority to be so communicated.

5.8 PARTICIPATING CONSUMER LISTS

To the extent not prohibited by any Governmental Rule or expressly by any Participating Consumer(s), the Competitive Supplier shall, upon request of the Municipality, provide a list of the Participating Consumers being served by the Competitive Supplier, including such reasonable identifying and aggregate consumption information as the Municipality may also request to the extent such information is available to Competitive Supplier. Competitive Supplier shall provide such Participating Consumer lists in an electronic format reasonably acceptable to both Parties and with no more frequency than once a month.

5.9 COMPLIANCE WITH LAWS

The Parties shall promptly and fully comply with all existing and future Governmental Rules of all Governmental Authorities having jurisdiction over the activities covered by this ESA.

5.10 CONSENT

Whenever performance of an obligation of any Party hereto requires the consent or approval of any Governmental Authority, such Party shall make Commercially Reasonable efforts to obtain such consent or approval. In the event the Competitive Supplier requests the Municipality's assistance in obtaining such consent or approval and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine whether it will continue to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated dollar amount, reasonably incurred by the Municipality in connection with such efforts.

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ARTICLE 6 ROLE OF THE MUNICIPALITY

Under this ESA, the Municipality shall not actually receive, take title to, or be liable for the supply or delivery of All-Requirements Power Supply in any manner whatsoever. The Parties specifically agree that the role of the Municipality is established under R.I. Gen. Laws § 39-3-1.2 and includes negotiating the terms and conditions under which All-Requirements Power Supply will be provided by the Competitive Supplier under this ESA. It is the sole obligation of the Competitive Supplier to arrange for delivery of All-Requirements Power Supply to Participating Consumers. The Parties agree that Municipality is not an "electric distribution company", "electric transmission company", "distribution facility", "public utility", or "transmission facility" within the meaning of R.I. Gen. Laws § 39-1-2 as a result of this ESA, unless a court, the Commission, or other lawful authority shall adjudicate to the contrary; provided, however, that the Municipality may be considered to be operating a municipal load aggregation plan pursuant to R.I. Gen. Laws § 39-3-1.2. The Competitive Supplier hereby agrees that it will take no action, whether directly or through its Associated Entities, which would make the Municipality liable to any Participating Consumer due to any act or failure to act on the part of the Competitive Supplier or its Associated Entities relating to the delivery or supply of All-Requirements Power Supply.

ARTICLE 7 PRICES AND SERVICES; BILLING

7.1 SCHEDULE OF PRICES AND TERMS

Competitive Supplier agrees to provide All-Requirements Power Supply and other related services as expressly set forth herein in accordance with the prices and terms included in Exhibit A to this ESA, which Exhibit is hereby incorporated by reference into this ESA.

7.2 OBLIGATION TO SERVE

As between the Parties, Competitive Supplier has the sole obligation to obtain sources of supply, whether from generating facilities owned or controlled by its affiliates, through bilateral transactions, or the market, as may be necessary to provide All-Requirements Power Supply for all of the Participating Consumers under the Program. Competitive Supplier, except as explicitly limited by the terms included in Exhibit A, shall be obligated to accept all Participating Consumers, regardless of their location or energy needs provided such Participating Consumers are eligible under the applicable regulations and tariffs of the Local Distributor.

7.3 METERING

The Local Distributor will be responsible for any metering which may be required to bill Participating Consumers in accordance with the Local Distributor's Terms and Conditions for

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Competitive Suppliers.

7.4 TERMS AND CONDITIONS PERTAINING TO INDIVIDUAL ACCOUNT SERVICE

7.4.1 Title

Title to All-Requirements Power Supply will transfer from Competitive Supplier to Participating Consumers at the Point of Sale. In accordance with the Local Distributor's Terms and Conditions for Competitive Suppliers, the Competitive Supplier will be responsible for any and all losses incurred on the local network transmission systems and distribution systems, as determined by the Local Distributor.

7.4.2 Billing and Payment

Unless otherwise specified in an Exhibit to this ESA, all billing under this ESA shall be based on the meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. Competitive Supplier shall, or shall cause the Local Distributor or any other entity, to prepare and mail bills to Participating Consumers monthly. If the Competitive Supplier arranges for the Local Distributor to perform billing services, the Competitive Supplier shall adopt the billing and payment terms offered by the Local Distributor to its Eligible Consumers on Standard Offer Service unless the Competitive Supplier and Local Distributor otherwise agree. Any over-charge or under-charge will be accounted for in the next billing period for which actual meter data is available.

7.4.3 Regional and Local Transmission

The prices quoted in Exhibit A do not include current and future charges for distribution service costs collected by the Local Distributor under its distribution service tariff or local transmission costs as may be imposed by the regional power pool, ISO-NE, or individual electric utilities that have FERC transmission tariffs. The Competitive Supplier understands that these costs will be collected by the Local Distributor. If, in the future, Competitive Supplier becomes responsible for such distribution or transmission costs, Competitive Supplier shall be entitled to collect such costs from Participating Consumers to the extent permitted by any Governmental Rules. These costs are "pass through" costs as determined by the appropriate regulatory agencies.

7.4.4 Taxes

All sales, gross receipts, excise or similar taxes imposed with respect to the sale or consumption of All-Requirements Power Supply shall be included on the Participating Consumer's bill and shall be remitted to the appropriate taxing authority by Competitive Supplier. Participating Consumers shall be responsible for all taxes that are required by law

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to be imposed upon a purchaser of electricity and are associated with electricity consumption under the ESA. Participating Consumers shall be responsible for identifying and requesting any exemption from the collection of any tax by providing appropriate documentation to Competitive Supplier. For avoidance of doubt, Competitive Supplier shall be responsible for all taxes imposed on Competitive Supplier's income.

ARTICLE 8 DEVELOPMENT OR OFFERING OF RENEWABLE ENERGY SOURCES

8.1 RENEWABLE ENERGY STANDARD

Competitive Supplier agrees that it, and its Associated Entities directly or indirectly involved in providing services or meeting the Competitive Supplier's obligations under the ESA, will comply with the applicable provisions of R.I. Gen. Laws § 39-26 et. seq., and any regulations, orders or policies adopted pursuant thereto.

8.2 PROVISION OF GREEN POWER

Competitive Supplier will enter into a REC Purchase Agreement ("RPA") with _____ ("REC Supplier") attached hereto as Exhibit C. Pursuant to the RPA, REC Supplier will provide, and Competitive Supplier will purchase, renewable energy certificates (RECs) in a quantity sufficient to support the Municipality's opt-out and opt-in programs as described in Exhibit A of the RPA. Competitive Supplier shall include the REC's purchased from the REC Supplier in the All Requirements Power Supply to be provided to the Municipality under the ESA. Competitive Supplier shall include all costs of such RECs in the price for All Requirements Power Supply as provided in Exhibit A of this ESA. In the event REC Supplier defaults under, or terminates, the RPA prior to the termination of this ESA, Competitive Supplier shall procure and provide Replacement RECs for the continuing term of the ESA sufficient to support the Municipality's opt-out and opt-in programs as described in Exhibit A of the RPA. The prices included in Exhibit A of the ESA shall not be subject to modification because Competitive Supplier is required to provide Replacement RECs.

ARTICLE 9 SERVICE PROTECTIONS FOR RESIDENTIAL CONSUMERS

Competitive Supplier agrees that it and its Associated Entities shall comply with the provisions of 810-RICR-10-00-1, 815-RICR-30-05-1 and 815-RICR-30-05-02, as applicable to Competitive Suppliers, and any amendments thereto, and any code of conduct or policies the may be adopted by a Governmental Authority. The Competitive Supplier shall, at least 30 days prior to the Service Commencement Date, provide a written description of its billing and termination procedures, customer services, confidentiality and related practices and procedures. Such written description shall also include the Competitive Supplier's plans for complying with the "opt-out" provisions of R.I. Gen. Laws § 39-3-1.2; and for handling

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consumer complaints, including any arbitration procedures. If the Participating Consumer(s) so permit(s) or to the extent such permission is required by law or the terms of any Governmental Authority order with respect to this ESA, the Competitive Supplier agrees to provide notice to the Municipality of any consumer complaints received from a Participating Consumer, and the Municipality shall have the right, but not the obligation, to participate in resolution of the dispute, to the extent that such complaints relate directly to the Program, and to the extent permitted by Commission or Division regulations and other applicable law. The use of practices and procedures which materially fail to comply with Commission or Division regulations and policies shall be deemed grounds for termination of this ESA, at the discretion of the Municipality after providing written notice of such failure to the Competitive Supplier and allowing the Competitive Supplier sixty (60) days to cure such failure.

In addition, and in accordance with R.I. Gen. Laws § 39-1-27.1 and 815-RICR-30-05-1.5, in the event of a dispute regarding an invoice or Competitive Supplier's service, whether directly or through its Associated Entities, under this ESA, a Participating Consumer may contact the Division consistent with the provisions of 815-RICR-30-05-1.5.

ARTICLE 10 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT

Competitive Supplier agrees that it shall conduct its operations and activities under this ESA in accordance with all applicable state and federal laws regarding non-discrimination in hiring and employment of employees.

ARTICLE 11 POWER SUPPLY INFORMATION AND ACCESS TO INFORMATION

11.1 POWER SUPPLY INFORMATION

11.1.1 Monthly Reports

Competitive Supplier shall provide the Municipality or its agent with monthly reports as described in Exhibit B. The monthly reports will be due to the Municipality or its agent within thirty (30) days following the last day of each month. The aggregate kWh sales and number of Participating Consumer accounts shall be listed in the report both by rate code and rate name as shown on Exhibit B attached hereto. This information shall be provided in electronic format.

11.1.2 Consumer-Related Data

On and after the Service Commencement Date, Competitive Supplier will maintain consumer-related data in electronic form including utility account number, billing name,

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billing address, service address historical usage, demand, and ICAP (Installed Capacity) data. Competitive Supplier will make such data available to the Municipality or its agent upon request within forty-five (45) days of the request. A violation of this Article 11.1.2 shall be grounds for termination under Article 4.2(a).

11.1.3 Standard of Care

Competitive Supplier shall use all Commercially Reasonable efforts in preparing and providing any information or data required under the ESA. To the extent that Competitive Supplier determines that any information or data provided hereunder is in error, it shall notify the Municipality and provide the correct information or data to the Municipality or its agent within a Commercially Reasonable time

11.2 POWER SUPPLY REPORT

Within fifteen (15) days of the end of the quarter, Competitive Supplier shall present a copy of the current "Disclosure Label" required by the R.I. Gen. Laws § 39-26-9 to be disclosed to their Participating Consumers which includes information pertaining to Competitive Supplier's power supply and a reasonably detailed description of the sources of Competitive Supplier's power supply used to serve Participating Consumers pursuant to this ESA, except to the extent such disclosure would violate any confidentiality obligations of Competitive Supplier.

11.3 BOOKS AND RECORDS

Competitive Supplier shall keep their books and records in accordance with any applicable regulations or guidelines of the Commission, the FERC, and any other Governmental Authority. The Municipality will have access to any reports mandated by the Securities and Exchange Commission which are available on the Internet "EDGAR" system. Upon reasonable request by the Municipality, Competitive Supplier shall provide backup for any charge under this ESA questioned by the Municipality and, unless such charge is in error, the Municipality shall be responsible for the reasonable cost of providing such information.

11.4 COPIES OF REGULATORY REPORTS AND FILINGS

Upon reasonable request, Competitive Supplier shall provide to the Municipality a copy of each public periodic or incident-related report or record relating to this ESA which it files with any Rhode Island or federal agency regulating rates, service, compliance with environmental laws, or compliance with affirmative action and equal opportunity requirements, unless the Competitive Supplier is required by law or regulation to keep such reports confidential. Competitive Supplier shall be reimbursed its reasonable costs of providing such copies.

ARTICLE 12 RESOLUTION OF DISPUTES; CHOICE OF LAW AND FORUM

12.1 CHOICE OF LAW AND FORUM

This ESA and the rights of the Parties shall be interpreted and determined in accordance with the laws of the State of Rhode Island without respect to conflicts-of-laws principles. Any litigation arising hereunder shall be brought solely in the appropriate federal court in Rhode Island or appropriate state court sitting in the Rhode Island county in which the Municipality is located, to whose jurisdiction the parties hereby assent, waiving all objections to venue or forum.

12.2 DISPUTE RESOLUTION

Unless otherwise provided for in this ESA, the dispute resolution procedures of this Article 12.2 shall be the exclusive mechanism to resolve disputes arising under this ESA. The Parties agree to use their respective best efforts to resolve any dispute(s) that may arise regarding this ESA. Any dispute that arises under or with respect to this ESA that cannot be resolved shall in the first instance be the subject of informal negotiations between the Parties involved in the dispute. The dispute shall be considered to have arisen when one Party sends the other Party(ies) involved in the dispute a written notice of dispute. The period for informal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time is modified by written agreement of the Parties involved in the dispute. In the event that the parties involved in the dispute cannot resolve a dispute by informal negotiations, the Parties may seek judicial enforcement subject to the provisions of this ESA. Notwithstanding the foregoing, injunctive relief may be immediately sought without resorting to the procedure set forth herein to prevent irreparable harm that would be caused by a breach of this ESA.

ARTICLE 13 INDEMNIFICATION

13.1 INDEMNIFICATION BY THE COMPETITIVE SUPPLIER

In addition to any other remedies available to the Municipality at law or equity, and notwithstanding any other provision contained herein, the Competitive Supplier shall indemnify, defend and hold harmless the Municipality ("Indemnified Party") and the Indemnified Party's officials, officers, employees, agents, representatives and independent contractors, from and against any and all costs, claims, liabilities, damages, expenses (including reasonable attorney's fees), causes of action, suits or judgments, incurred by, on behalf of or involving any one of the foregoing parties to the extent arising directly from or in connection with (i) any material breach by Competitive Supplier of its obligations, covenants, representations or warranties contained in this ESA and not resulting from the

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actions of the ISO, Local Distributor, the Municipality or its employees or agents, or (ii) any action or omission taken or made by the Competitive Supplier or its Associated Entities in connection with Competitive Supplier's performance of this ESA.

13.2 NOTICE OF INDEMNIFICATION CLAIMS

If the Municipality seeks indemnification pursuant to this Article 13, it shall notify Competitive Supplier of the existence of a claim, or potential claim as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by the Competitive Supplier that it will assume the defense and indemnification of such claim, the Competitive Supplier may assert any defenses that are or would otherwise be available to the Municipality.

13.3 SURVIVAL

Notwithstanding any provision contained herein, the provisions of this Article 13 shall survive the termination of this ESA.

13.4 DUTY TO MITIGATE

Each Party agrees that they have a duty to mitigate damages and covenant that they will use Commercially Reasonable efforts to minimize any damages they may incur as a result of the other Party's performance or non-performance of this ESA.

ARTICLE 14 REPRESENTATIONS AND WARRANTIES

14.1 BY THE COMPETITIVE SUPPLIER

As a material inducement to entering into this ESA, the Competitive Supplier hereby represents and warrants to the Municipality as of the Effective Date of this ESA as follows:

- a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary for it to perform its obligations under this ESA;
- b) it has all authorizations from any Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due;
- c) the execution, delivery and performance of this ESA are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;

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- d) subject to the conditions set forth in Article 2.4, this ESA constitutes a legal, valid and binding obligation of the Competitive Supplier enforceable against it in accordance with its terms, and the Competitive Supplier has all rights such that it can and will perform its obligations to the Municipality in conformance with the terms and conditions of this ESA, subject to bankruptcy, insolvency, reorganization and other laws affecting creditor's rights generally and general principles of equity;
- e) no Bankruptcy is pending against it or to its knowledge threatened against it;
- f) none of the documents or other written information furnished by or on behalf of Competitive Supplier to the Municipality pursuant to this ESA, contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements contained herein or therein, in the light of the circumstances in which they were made, not misleading; and
- g) all information furnished by Competitive Supplier in response to the Request for Proposals for competitive electric supply services is true and accurate.

14.2 BY THE MUNICIPALITY

As a material inducement to entering into this ESA, the Municipality hereby represents and warrants to Competitive Supplier as of the effective date of this ESA as follows:

- a) this ESA constitutes the legal, valid and binding contract of the Municipality enforceable in accordance with its terms, subject to applicable law;
- b) the execution, delivery and performance of this ESA are within the Municipality's powers, have been or will be duly authorized by all necessary action;
- c) the Municipality has all authorizations from any local or state Governmental Authority necessary for it to legally perform its obligations under this ESA or will obtain such authorizations in a timely manner prior to when any performance by it requiring such authorization becomes due; and
- d) no Bankruptcy is pending or threatened against the Municipality.

ARTICLE 15 INSURANCE

15.1 In order to help support the indemnifications provided in Article 13, and its other promises and covenants stated herein, Competitive Supplier shall secure and maintain, at its own expense, before the Effective Date and throughout the term of this ESA, unless otherwise specified, comprehensive commercial general liability insurance of at least \$3,000,000 combined single limit and excess liability coverage of at least \$5,000,000 with insurers licensed to do business in the State of Rhode Island and satisfactory to the Municipality. A certificate that each such insurance coverage is in force and effect, and listing the Municipality as an additional insured on all policies under this ARTICLE 15, shall be submitted fifteen (15) days after the Effective Date and thereafter whenever renewed or requested by the Municipality. All insurers must be notified that the insurance policies must provide that a copy of any notice of cancellation or non-renewal will be sent to the

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Municipality.

15.2 With respect to any of the insurance policies provided by the Competitive Supplier pursuant to these requirements which are “claims made” policies, in the event at any time such policies are canceled or not renewed, the Competitive Supplier shall provide a substitute insurance policy with terms and conditions and in amounts which comply with these requirements and which provides for retroactive coverage to the date of the cancellation or non-renewal of the prior “claims-made” policy. With respect to all “claims made” policies that have been renewed, the Competitive Supplier shall provide coverage retroactive to the Effective Date under this ESA. All said substitute or renewed “claims made” policies shall be maintained in full force and effect for three (3) years from the date of the termination of the ESA.

15.3 Competitive Supplier, to the extent required by law, must provide worker’s compensation insurance meeting all applicable state and federal requirements.

ARTICLE 16 CONFIDENTIALITY

Competitive Supplier acknowledges that the Municipality is subject to public records laws, including without limitation, R.I. Gen. Laws § 38-2 et. seq., and that this Agreement is a public record subject to disclosure there under. To the extent not prohibited by such laws, each Party shall keep confidential, and shall not disseminate to any third party (other than such Party's affiliates) or use for any other purpose (except with written authorization, such authorization not to be unreasonably withheld), any information received from the other that is confidential or proprietary in nature unless legally compelled (by deposition, inquiry, request for production of documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction, or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other Governmental Authority, or by requirements of any securities law or regulation or other Governmental Rule) or as necessary to enforce the terms of this ESA. The Party receiving confidential or proprietary information shall have no obligation with respect to such information which: (i) is or becomes generally available to the public other than as a result of disclosure by the receiving Party; (ii) was in its possession prior to disclosure hereunder and which was not acquired directly or, to the Party's knowledge, indirectly from the disclosing Party; (iii) was received from a non-party to this ESA who to the receiving Party's knowledge, was not subject to a confidentiality agreement or fiduciary obligation regarding information; or (iv) was independently developed by the receiving Party without reference to the information.

Either Party may disclose confidential information, to the extent required to fulfill its obligations under this Agreement, to its affiliates, and to its officers, directors, employees, attorneys and accountants, and to Associated Entities. This Article 16 shall survive the termination of this ESA for a period of two (2) years.

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If either Party is compelled to disclose any confidential information of the other Party, such Party shall request that such disclosure be protected and maintained in confidence to the extent reasonable under the circumstances and use Commercially Reasonable efforts to protect or limit disclosure with respect to commercially sensitive terms. In addition, notwithstanding the public records laws referenced above, such Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to enable the other Party to seek an appropriate protective order or other remedy, and such Party shall consult with the other Party with respect to the other Party taking steps to resolve the scope of any required disclosure. In the event the Competitive Supplier requests the Municipality's assistance in protecting the confidentiality of information and the Municipality anticipates that it will incur costs in fulfilling the Competitive Supplier's request, it shall give the Competitive Supplier an estimate of such costs. Upon receiving the estimate, Competitive Supplier shall determine if it continues to request the Municipality's assistance, and if so, the Competitive Supplier shall reimburse the Municipality for all costs, up to the estimated amount, reasonably incurred by the Municipality in connection with such efforts.

For the avoidance of doubt, the information related to this ESA that is considered confidential and proprietary in nature shall include the following:

- a) any account information related to the Participating Consumers including, without limitation, historic usage data, metering, and billing and payment information;
- b) any information regarding transactions entered into by Competitive Supplier and any third parties in connection with the provision of All-Requirements Power Supply;
- c) any list of Participating Consumers;
- d) any information disclosed by a Party during any settlement discussions;
- e) Competitive Supplier's insurance policies;
- f) any financial security instrument(s) provided by Competitive Supplier;
- g) any non-public information provided by Competitive Supplier; and
- h) any information that either Party should reasonably understand to be confidential and proprietary by virtue of the sensitive nature of the information.

ARTICLE 17 REGULATORY EVENT

If, after the Effective Date, a Regulatory Event occurs or New Taxes are imposed, and such event or taxes have a direct, material and adverse effect on the economic benefits to a Party to this Agreement, the affected Party shall send written notice to the other Party, setting forth the Regulatory Event or New Taxes and reasonably demonstrating the effect of the same on the affected Party. Upon delivery of such notice, the Parties shall use reasonable efforts to negotiate an amendment to this Agreement to mitigate such effect. Alternatively, if as a direct result of such a Regulatory Event or New Taxes, Competitive Supplier incurs additional, material costs, Competitive Supplier shall provide a written notice to the

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Municipality that documents: a) the effective date of the Regulatory Event or New Tax; b) a detailed explanation and reasonable demonstration of the material costs incurred as a result of the Regulatory Event or New Tax; c) the timing of the cost impacts to be incurred by the Competitive Supplier; d) the proposed price increase per kWh to be passed on to Participating Consumers; and e) a proposed plan for coordinating with the Local Distributor for an increase in price to be billed by the Local Distributor designed to reimburse the Competitive Supplier for such cost impact. If the Parties are not able to agree on an amendment to this Agreement or reimbursement contemplated by this section, the matter may be subject to dispute resolution in accordance with Article 12.2. In no event shall a price change become effective without providing Participating Consumers with a 30-day advance notice of the price change.

ARTICLE 18 MISCELLANEOUS

18.1 NO ASSIGNMENT WITHOUT PERMISSION

Competitive Supplier shall not assign this ESA or any of its rights, obligations and privileges under this ESA without the prior written approval of the Municipality. Such approval may be denied at the reasonable discretion of the Municipality, including if the proposed assignee does not have the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA. Notwithstanding the above, any assignment of this ESA by the Competitive Supplier, whether as the result of the sale of all or substantially all of the Competitive Supplier's business related to this ESA or otherwise, shall be subject to the following requirements: (i) Competitive Supplier shall provide the Municipality with notice of the proposed assignment at least 45 days prior to such assignment; (ii) Competitive Supplier's assignee shall agree in writing to be bound by the terms and conditions of this ESA; (iii) Competitive Supplier and such assignee shall, at least forty-five (45) days in advance of any assignment, reasonably demonstrate to Municipality that assignee has the experience and financial ability to fulfill all obligations of the Competitive Supplier in the ESA; and (iv) Competitive Supplier shall cure all defaults of this ESA, if any, of Competitive Supplier existing at the time of assignment.. The Municipality may assign this ESA without the prior consent of Competitive Supplier provided that the proposed assignee has at least the same financial ability as the Municipality and such assignment would not materially impair the rights and interests of Competitive Supplier under this ESA. The rights and obligations created by this ESA shall inure to the benefit of, and be binding upon, the successors and permitted assigns of, the respective Parties hereto.

18.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality written notice of such

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new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

Competitive Supplier also agrees not to engage, whether directly or through any of its Associated Entities, in any direct marketing to any Participating Consumer that relies upon Competitive Supplier's unique knowledge of, or access to, Participating Consumers gained as a result of this ESA. For the purposes of this provision, "direct marketing" shall include any telephone call, mailing, electronic mail, or other contact between the Competitive Supplier and the Consumer. Broad-based programs of the Competitive Supplier that do not rely on unique knowledge or access gained through this ESA will not constitute such "direct marketing."

18.3 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this ESA shall be in writing and addressed to:

If to Competitive Supplier:

Name and Title
Address
Phone
Fax
Email

With copy to:

Name and Title
Address
Phone
Fax
Email

If to Municipality:

Mr. Charles de Casteja
Good Energy, L.P.
232 Madison Avenue, 3rd Floor
New York, NY 10016

Electric Service Agreement

Phone: 212-792-0222
Fax: 212-792-0223
charles@goodenergy.com

and

Mayor/City Council/Town Administrator
Address
Phone
Fax
Email

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this ESA; (ii) if sent by mail, on the third business day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this ESA; or (iii) if by Federal Express or other reputable express mail service, on the next business day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this ESA. Any party may change its address and contact person for the purposes of this Article 18.3 by giving notice thereof in the manner required herein.

18.4 CHANGES IN EMERGENCY AND SERVICE CONTACT PERSONS

In the event that the name or telephone number of any emergency or service contact for the Competitive Supplier changes, Competitive Supplier shall give prompt notice to the Municipality in the manner set forth in Article 18.3. In the event that the name or telephone number of any such contact person for the Municipality changes, prompt notice shall be given to the Competitive Supplier in the manner set forth in Article 18.3.

18.5 ENTIRE ESA; AMENDMENTS

This ESA, including the Plan incorporated by reference in Section 18.14, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This ESA may only be amended or modified by a written instrument signed by all Parties hereto.

18.6 FORCE MAJEURE

If by reason of Force Majeure any Party is unable to carry out, either in whole or in part, its obligations herein contained, such Party shall not be deemed to be in default during the continuation of such inability, provided that: (i) the non-performing Party, within two (2)

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weeks after the occurrence of the Force Majeure, gives the other Party hereto written notice describing the particulars of the occurrence; (ii) the suspension of performance be of no greater scope and of no longer duration than is required by the Force Majeure; (iii) no obligations of the Party which were to be performed prior to the occurrence causing the suspension of performance shall be excused as a result of the occurrence; and (iv) the non-performing Party shall use Commercially Reasonable efforts to remedy with all reasonable dispatch the cause or causes preventing it from carrying out its obligations. If (i) an event of Force Majeure caused by any strikes, lockouts or other industrial disturbances involving Competitive Supplier or its Associated Entities continues for a period of thirty (30) days or longer, or (ii) an event of Force Majeure arising from any other cause continues for a period of sixty (60) days or longer, either Party may terminate this ESA by sending the other Party a written notice as set forth in Article 4.2; provided, however, that the same shall not constitute a default under this ESA and shall not give rise to any damages. Additionally, Competitive Supplier shall submit all consumer drops via EDI to the Local Distributor in accordance with applicable rules and regulations.

18.7 EXPENSES

Each Party hereto shall pay all expenses incurred by it in connection with its entering into this ESA, including without limitation, all of its attorney's fees and expenses.

18.8 NO JOINT VENTURE

Competitive Supplier will perform all obligations under this ESA as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of the Municipality and the Competitive Supplier hereunder are individual and neither collective nor joint in nature.

18.9 JOINT WORK PRODUCT

This ESA shall be considered the work product of all Parties hereto, and, therefore, no rule of strict construction shall be applied against either Party.

18.10 COUNTERPARTS

This ESA may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

18.11 COMMISSION

The Parties acknowledge that the Price for energy as described in Exhibit A includes a commission fee equal to \$0.001 (1 mil) per kWh of Participating Consumers actual usage for

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the duration of the ESA payable to Good Energy, L.P., the consultant hired by the Municipality to develop, implement, and administer the Program. The Competitive Supplier agrees to include the commission fee in the Price for energy and to make the monthly commission payments on behalf of Participating Consumers to Good Energy, L.P. for the term as provided for in this ESA. The commission fees shall be paid ten (10) business days following receipt by Competitive Supplier of the meter readings of each Participating Consumer's meter(s) performed by the Local Distributor. This provision shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

18.12 WAIVER

No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this ESA shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this ESA shall only be effective if made in writing and signed by the Party who is making such waiver.

18.14 PLAN

Competitive Supplier agrees that it has been provided with and had a reasonable opportunity to read the Plan. The Parties agree that the Plan, in the form as it exists on the Effective Date of this ESA, is incorporated into this ESA by reference, and that it shall be construed harmoniously to the greatest practicable extent; notwithstanding the foregoing, in the event of any conflict between this ESA and the Plan, this ESA shall govern. The Municipality will provide Competitive Supplier with amendments to the Plan as they are adopted; provided, however, that such amendments are not incorporated into this ESA as a result of such adoption. Any amendments hereto must be made in accordance with Article 18.5 of this ESA.

18.15 ADVERTISING LIMITATIONS

Competitive Supplier agrees not to use, whether directly or through any of its Associated Entities, the name of the Municipality, or make any reference to the Municipality in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the Municipality expressly agrees to such usage. Any proposed use of the name of the Municipality must be submitted in writing for agreement and prior approval. The Municipality acknowledges that the Competitive Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Competitive Supplier. No right, license or interest in this trademark and/or trade name is granted to the Municipality hereunder, and the Municipality agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

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18.16 PRESS RELEASES

The Parties agree to cooperate in good faith prior to the issuance of any formal press release with respect to this ESA, such cooperation to include agreement as to the form, substance and timing of such formal press release.

18.17 HEADINGS AND CAPTIONS

The headings and captions appearing in this ESA are intended for reference only, and are not to be considered in construing this ESA.

18.18 SURVIVAL OF OBLIGATION

Termination of this ESA for any reason shall not relieve the Municipality or the Competitive Supplier of any obligation accrued or accruing prior to such termination.

18.19 REMEDIES

18.19.1 General

Subject to the limitations set forth in Article 18.19.2 below and Article 4, the Municipality and the Competitive Supplier reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other Party hereto under this ESA.

18.19.2 Limitations

NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, each Party acknowledges that the preceding sentence shall not limit the other Party's rights to seek direct damages or, under Article 13.1.

Electric Service Agreement

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as required by the applicable laws of the Municipality and the laws, rules and regulations of the State of Rhode Island, as of the respective dates set forth below

COMPETITIVE SUPPLIER

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

MUNICIPALITY

By: _____

Name: _____

Title: _____

Address: _____

Dated: _____

EXHIBIT A

PRICES AND TERMS
Community Choice Electricity Aggregation Program

Retail Price by Program (applies to all rate classes)

<u>Default Program</u>	<u>Price per kWh</u>
Local Green (10% additional local Renewable Energy)	\$ _____
<u>Optional Programs</u>	
Basic (No additional Renewable Energy)	\$ _____
50% Local Green (50% additional local Renewable Energy)	\$ _____
100% Local Green (100% local Renewable Energy)	\$ _____

Terms for System Supply Service

Delivery Term: The delivery term stated on this Exhibit A will commence, for each Participating Consumer account, on the first scheduled meter read date for _____ (“Service Commencement Date”) and continue until the first scheduled meter read date for _____ [month/year], unless this ESA is sooner terminated in accordance with Article 4.2 of this ESA (the Delivery Term”).

Pricing: The price for All-Requirements Power Supply is stated in the table above (the “Retail Price”). The Retail Price includes any costs associated with meeting Rhode Island Renewable Energy Standard at the level required by the applicable law throughout the term of the Agreement, and includes all adders and ancillary charges. Prices shall be fixed for the entire length of the Delivery Term. However, the Competitive Supplier may offer price reductions to Participating Consumers at any time during the term of this ESA.

Start Date: All-Requirements Power Supply will commence on the Service Commencement Date. All enrollments must be submitted at least two business days before the next meter read.

Renewable Energy in System Supply: The Competitive Supplier shall include Renewable Energy in the All-Requirements Power Supply mix in an amount equal to the respective requirements of the Rhode Island Renewable Energy Standard, or otherwise pay the alternative compliance payment rate as determined by the relevant Rhode Island regulatory authority. In addition to the RES requirements, the Competitive Supplier shall include _____ additional Renewable Energy for consumers participating in the Local Green

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program, _____ additional Renewable Energy for consumers participating in the _____ Local Green program and 100% additional Renewable Energy for consumers participating in the 100% Local Green program. The additional Renewable Energy shall be provided in the form of Rhode Island New.

Eligible Consumer Opt-Out: Participating Consumers are free to opt-out of the Program utilizing established EDI drop protocols. Participating Consumers are to provide five (5) days notice to the Competitive Supplier of such termination. There are no fees or charges for Participating Consumers to opt-out or terminate service.

Competitive Supplier's Standard Credit Policy: The Competitive Supplier will not require a credit review for any consumer participating in the Program, nor will Competitive Supplier require any consumer to post any security deposit as a condition for participation in the Program. The Competitive Supplier may terminate service to a Participating Consumer and return such consumer to Standard Offer Service in the event that the consumer fails to pay to Competitive Supplier amounts past due greater than sixty (60) days.

EXHIBIT B

MONTHLY REPORTS

In the month following every month of the Agreement, Competitive Supplier shall provide the following five reports to the Municipality as noted below or otherwise agreed to by the Parties.

1) SALES REPORT: Monthly report of sales which will contain: (i) the actual aggregate kWh sales for each meter read of the reporting period and (ii) the number of Participating Consumer accounts active in each meter read of the reporting period.

2) MASTER ACCOUNT LIST: A list of Participating Consumers, including all customer identifying information provided by the Local Distributor and (i) opt-out notice mailing date, (ii) account status (active/inactive), (iii) account start date, (iv) account end date, (v) account read cycle, (vi) load zone and (vii) opt in date (if applicable).

3) MASTER OPT OUT FILE: A list of consumers that opted out of the aggregation program after receiving an opt out notice but prior to enrollment and a list of consumers that enrolled in the aggregation program and then left the program for any reason. Competitive Supplier shall provide this list 10-business day after the close of any Local Distributor Read Month.

4) REFRESH MAILING LIST: This mailing list shall be created every month, or as otherwise agreed to by the Parties, by the Competitive Supplier and shall include customer information for all consumers listed in the Updated LDC Standard Offer Service File but excluding only consumers listed in the Master Opt Out File.

5) MONTHLY COMMISSION REPORT – Competitive Supplier shall provide Municipality with information to obtain this report online, provided, however, if online access is unavailable for any reason, Competitive Supplier shall provide such report within thirty (30) days of receipt of a written request from Municipality.

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TEMPLATE KWH SALES AND CONSUMER ACCOUNTS DATA SUMMARY

Rate Code _____
Rate Name _____
Consumer _____
No Accounts _____

kWh

January _____
February _____
March _____
April _____
May _____
June _____
July _____
August _____
September _____
October _____
November _____
December _____

EXHIBIT C

REC PURCHASE AGREEMENT



Town of Barrington Community Electricity Aggregation Program

[Date - Georgia Bold]

Dear Barrington Electricity Customer,

The Town of Barrington is launching Barrington Community Electricity Aggregation (Barrington 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 Barrington 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 the “Local Green” product of Barrington CEA** as of the [Month & Year] electricity meter read, unless you choose one of our optional products or choose to opt out. **To opt out and avoid automatic enrollment in Barrington CEA, you must mail and postmark the enclosed opt out card, call the electricity supplier OR fill out our online form on or before [month/day/year].** After the program starts you may still opt out at any time without penalty. Please read on to learn more!

— Michael Carroll, Barrington Council President

BARRINGTON CEA GOALS



Price Stability

Barrington 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

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



No Obligation

Barrington CEA allows participants to leave the program at any time without penalty.



Electricity Choice

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

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

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

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

Call [SupplierName] at xxx-xxx-xxxx,

OR

Submit the Opt Out form online at xxxxxx.com

BARRINGTON CEA OPTIONS

Standard Product:

1

Local Green: This is the standard product that you will be **automatically enrolled in** if you do nothing. It includes 10 (ten) percent 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: Barrington CEA also offers three optional electricity products, each with differing amounts of renewable energy relative to State requirements. To enroll in any of these optional products, you must contact the supplier, **SupplierName**, at XXX-XXX-XXX or XXXXXXXX.com

2

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

3

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

4

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

BARRINGTON CEA PRICING

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

BARRINGTON CEA PARTICIPATION

To enroll in Barrington Local Green, you do not need to take any action! To enroll in an optional Barrington 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 Barrington 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 National Grid's Standard Offer Service on the next meter read.

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

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

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

CUSTOMER SUPPORT & MORE INFORMATION

For more information on the program, including to see the current quarterly Energy Source Disclosure label: Visit **YourTownCEA.com** or call XXX-XXX-XXXX

To select an optional Barrington 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.



Town of Barrington

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



Current Resident Name

1234 Main St
Barrington, RI, 12345

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

Do not discard! Time-sensitive notice from the Town of Barrington.

¡No descartar! Aviso urgente de la Ciudad de Barrington.

Opt Out Reply Card



Barrington
Community Electricity
Aggregation Program

Current Resident Name
1234 Main St YourTown,
RI, 12345



Signature/Firma



Date/Fecha

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.

If you do not want to participate:

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

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

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

Si desea participar en la Opción de Agregación Comunitaria (OAC), no necesita hacer nada. Será automáticamente inscrito.

Si desea ser excluido y no participar:

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

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

El sobre debe enviarse por correo, y que este estampado con la fecha de antes de [mes / fecha / año], para así optar por no participar en el programa antes de ser automáticamente inscrito.