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November 13, 2020

VIA *ELECTRONIC SERVICE*

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

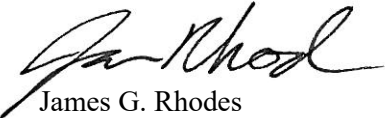
Re: Docket 5058 – Amended Responses to Data Requests 1-1 through 1-3

Dear Ms. Massaro:

On behalf of Good Energy, LLP, enclosed please find responses to Data Request 1-1 through 1-3.

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 5058 Service List

Request 1-1:

Please provide a timeline of when Good Energy would be seeking the information included in proposed Section 4A, 4B, and 4C.

Response:

Items marked with a bold * are guaranteed data requests. Others are optional as explained in notes.

| Timeline Step | Data Requested | Explanation |
|---|----------------------------------|---|
| 1. Municipality considers and then passes aggregation authorization article | 4.A - Aggregated Data | CCA implementation process begins. It is not typical, it is possible, for data from 4.A to be requested at this stage, perhaps as the municipality considers whether to authorize the program. |
| 2. Municipality selects consultant | *4.A - Aggregated Data | Request is typically made as soon as Good Energy is contracted to work with a municipality. This data is only needed once per community, unless there is a substantial delay (e.g. six months or more) in which case we would request refresh of the data. If the municipality already had the data available from a recent request, we would not need it again. |
| 3. Municipality and consultant draft aggregation plan and secure local approval | | |
| 4. Public Utilities Commission approves aggregation plan | *4.B - Account-level Data | Request is made shortly after plan is approved by PUC, so that as soon as beneficial market conditions arise, we have the option to release a supplier bid. |

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| <p>5. Conduct bid for electricity supply contract (Contract #1)</p> | <p>4.B - Account-level Data</p> | <p>Depending on how much time has elapsed between the first receipt of data from 4.B. and the desired date of the supply bid, Good Energy may request a refresh of the data from 4.B. Our goal is that the data used in the bid is no more than a month old.</p> <p>The municipality is under no obligation to execute a contract. If a contract is not executed, then Good Energy will conduct another bid with timing depending on market conditions. Again, Good Energy would request a refresh of data from 4.B. so that bidding data is no more than a month old.</p> |
| <p>6. Execute Contract #1 with winning supplier</p> | | |
| <p>7. Mail all eligible account the consumer notification letter (i.e. opt out letter) and provide required opt-out period.</p> | <p>*4.B. - Account-level data</p> | <p>The data from 4.B is likely over a month old and therefore, we would request a refresh of the data to ensure that we contact and enroll the appropriate accounts.</p> |
| <p>8. Supplier enrolls eligible customers that have not opted out</p> | | <p>Contract will likely last 12 to 36 months.</p> |
| <p>9. Conduct bid for subsequent electricity</p> | <p>*4.C - Account-level data</p> | <p>Request will be made shortly before going out to bid. Bid may</p> |

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| <p>next contract (Contract #2)</p> | | <p>occur anytime ahead of the current contract expiration.</p> <p>Again, the municipality is under no obligation to execute a contract. If a contract is not executed, then Good Energy will conduct another bid with timing depending on market conditions. Good Energy would request a refresh of data from 4.C. so that bidding data is no more than a month old.</p> |
| <p>10. Execute Contract #2 with winning supplier</p> | <p>4.C - Account-level data</p> | |
| <p>11. Provide supplier for Contract #2 with account level enrollment data</p> | <p>*4.C - Account-level data</p> | <p>The data from 4.C is likely over a month old and therefore, we would request a refresh of the data to ensure that we enroll the appropriate accounts.</p> |
| <p>12. Supplier for Contract #2 enrolls active customers</p> | | |
| <p>13. Repeat steps 9-12 for Contracts 3 and up</p> | | |

Request 1-2:

In Massachusetts, does Good Energy receive the information contained in its proposed amendments to Sections 3B, 4A, 4B, and 4C? If not, what problem has Good Energy encountered in Massachusetts that it is trying to solve through these suggestions? Has Good Energy made similar proposals for the Massachusetts Department of Public Utilities’ review? If so, what was the outcome?

Response:

The tables below illustrate what information Good Energy currently does and does not receive in Massachusetts. Data highlighted in *red italic text* reflects Good Energy’s proposed amendments to National Grid’s proposed Terms and Conditions. The third column seeks to identify the purpose for which Good Energy is requesting the identified data. At this time, Good Energy has not proposed any changes to the Massachusetts Department of Public Utilities procedures, rules or regulations relating to data.

| Data Requested in Section 3.B |
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| The data in Section 3.B. refers to the general obligations of the types of data the utility company must provide, but it includes less detail than Section 4 as to the timing of that data. As a result, Good Energy suggested adding the same types of data in Section 3.B as in Section 4. Please see Good Energy’s description of additional data requested in Section 4 below for details. |

| Data Requested in Section 4.A | | |
|---|--|--|
| Data | Receive in MA (Yes/No) | If “No”, purpose for additional requested data |
| Twelve <i>individual</i> month’s aggregate consumption usage | Yes | |
| Customer counts | | |
| <ul style="list-style-type: none"> • by service class | Yes | |
| <ul style="list-style-type: none"> • <i>by status as Eligible Customer</i> | No (only receive data on Eligible customers) | By including the non-eligible account data, the aggregation plan can take into account potential program growth and an education and outreach program that goes beyond the opt-out process. This |

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| | | <p>data will also inform the aggregator as to the potential impact of renewable energy procurement on the local level. In development of the aggregation program, the aggregator will benefit from an understanding of its likely baseline load upon program launch in addition to overall potential program size over time.</p> |
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| Data Requested in Section 4.B | | |
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| Data | Receive in MA (Yes/No) | If “No”, purpose for additional requested data |
| Data for eligible and <i>ineligible customers</i> | No (only receive data on Eligible customers) | <p>The goal for this data is to provide suppliers with the fullest picture of the opportunity on which they are bidding. The inclusion of currently non-eligible accounts allows suppliers to assess the potential for opt-ins and opt-outs over the duration of the contract. Including this usage data for non-eligible accounts allows for analysis of how usage is distributed, i.e. whether a handful of accounts in any particular rate class account for a majority of the usage.</p> <p>Contact information is useful so that the program may reach out to non-eligible customers and provide information about the program, inform them of eligibility, and how to join, if desired. Non-eligible customers will likely have seen other messaging about the program via social media, municipal newsletters, public meetings, etc. and it can be important to ensure they know they are not subject to automatic enrollment.</p> |
| <ul style="list-style-type: none"> • Primary customer name | Yes | |
| <ul style="list-style-type: none"> • First four characters of last name | Yes | |
| <ul style="list-style-type: none"> • Account number | Yes | |

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| • Service address | Yes | |
| • Mailing address | Yes | |
| • Distribution rate | Yes | |
| • Generation indicator | Yes | |
| • <i>Service class</i> | Yes | |
| • <i>Tariff service description</i> | Yes | |
| • <i>ICAP</i> | Yes | |
| • <i>Meter read cycle</i> | Yes | |
| • <i>Tax exemption status</i> | Yes | |
| • <i>Four Digit location code (a.k.a City-County code)</i> | Yes | |
| • <i>12 months individual usage</i> | Yes | |

| Data Requested in Section 4.C | | |
|--|-------------------------------|---|
| Data | Receive in MA (Yes/No) | If “No”, purpose for additional requested data |
| <i>Data as provided in Section 4.B</i> | No | The proposed data would improve the transition process from one supplier to another. As it stands currently in Massachusetts, the aggregation program relies on getting data from the current supplier to use in bidding out the subsequent contract. This means that the aggregation is relying on a supplier who does not have an incentive to provide data to their successor, a likely market competitor. Having this data provided from the utility allows for |

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| | | customer data to come from a neutral third-party who already provides regulated distribution service to all customers. This would minimize the potential for any conflict of interest. |
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Request 1-3:

Good Energy's representatives have indicated that there are protections in place to prohibit suppliers of load under municipal aggregation plans from using the customer information for direct marketing in that supplier's role as a Nonregulated Power Producer (of retail energy supply). Please provide documentation to support this claim.

Response:

In response to Data Request 1-8 in Docket #5042 and Data Request 1-8 in Docket #5047, a model Electric Service Agreement was included as an attachment.

Article 19.2 provides an explicit prohibition on using customer lists for direct marketing. The section is reproduced here:

19.2 DIRECT MARKETING

Prior to the introduction of any new product or service which Competitive Supplier may wish to make available to Participating Consumers or other Eligible Consumers located within the Municipality, Competitive Supplier agrees to (i) give the Municipality written notice of such new product or service and (ii) subject to the entry into reasonable confidentiality terms to the extent permitted by law and mutually acceptable to the Parties, discuss with the Municipality the possible inclusion of such new product or service in this or another aggregation program undertaken by the Municipality.

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

Additionally, Article 5 of that document "Continuing Covenants" includes a number of relevant sections intended to proscribe how the Competitive Supplier that is chosen by the Aggregation Program may communicate with customers. The entire section is as follows:

5.6 APPROVAL OF GENERAL COMMUNICATIONS

Competitive Supplier shall cooperate with the Municipality in the drafting and sending of messages and information to Eligible Consumers concerning the Program or any matter arising under or related to this ESA. Competitive Supplier shall provide a copy of such communications to the Municipality for its review to

determine whether it is consistent with the purposes and goals of the Municipality, prior to sending, whether directly or through its Associated Entities, any direct mail, advertising, solicitation, bill insert, electronic mail, or other similar written or electronic communication (collectively, "General Communications") to Participating Consumers (but excluding individually drafted or tailored communications 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.