

December 17, 2021

VIA ELECTRONIC MAIL

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

RE: Docket 5189 – 2022 Annual Energy Efficiency Program Plan Responses to Division Data Requests - Set 4 (Complete Set)

Dear Ms. Massaro:

On behalf of The Narragansett Electric Company d/b/a National Grid (“National Grid” or the “Company”), attached please find the electronic version of the Company’s complete set of responses to the Division of Public Utilities and Carriers’ (“Division”) Fourth Set of Data Requests in the above referenced docket.¹ Bates stamp has been applied to the attached electronic version.

Additionally, the Company is including its Motion for Protective Treatment of Attachment DIV 4-6-1 in response to Division 4-6.

This transmittal completes the Company’s responses to the Division’s Fourth Set of Data Requests.

Thank you for your attention to this filing. If you have any questions or concerns, please do not hesitate to contact me at 401-784-4263.

Sincerely,



Andrew S. Marcaccio

Enclosures

cc: Docket 5189 Service List
John Bell, Division
Margaret Hogan, Esq.
Jon Hagopian, Esq.

¹ Per the Commission’s request, the Company is providing one copy of this transmittal for the Commission’s file in this docket and six (6) copies, 3-hole punched for the Commission.

STATE OF RHODE ISLAND
PUBLIC UTILITIES COMMISSION

THE NARRAGANSETT ELECTRIC CO. D/B/A)	
NATIONAL GRID'S 2022 ANNUAL)	
ENERGY EFFICIENCY PLAN)	DOCKET NO. 5189

MOTION OF THE NARRAGANSETT ELECTRIC COMPANY D/B/A
NATIONAL GRID FOR PROTECTIVE TREATMENT OF
CONFIDENTIAL INFORMATION

The Narragansett Electric Company d/b/a National Grid (“National Grid” or the “Company”) hereby respectfully requests that the Public Utilities Commission (“PUC”) grant protection from public disclosure certain confidential information submitted by the Company in the above referenced docket. The reasons for the protective treatment are set forth herein. The Company also requests that, pending entry of that finding, the PUC preliminarily grant the Company’s request for confidential treatment pursuant to 810-RICR-00-00-1.3(H)(2).

The record that is the subject of this Motion that requires protective treatment from public disclosure is the Company’s confidential attachment to DIV 4-6 (“Confidential DIV 4-6-1”) which was filed by the Company on December 17, 2021 in response to the Fourth Set of Data Requests issued by the Division of Public Utilities and Carriers (“Division”) in the above-referenced docket. The Company requests protective treatment of Confidential DIV 4-6-1 in accordance with 810-RICR-00-00-1.3(H) and R.I. Gen. Laws § 38-2-2-(4)(B).

I. LEGAL STANDARD

For matters before the PUC, a claim for protective treatment of information is governed by the policy underlying the Access to Public Records Act (“APRA”), R.I. Gen. Laws § 38-2-1 et seq. See 810-RICR-00-00-1.3(H)(1). Under APRA, any record received or maintained by a state or local governmental agency in connection with the transaction of official business is considered

public unless such record falls into one of the exemptions specifically identified by APRA. See R.I. Gen. Laws §§ 38-2-3(a) and 38-2-2(4). Therefore, if a record provided to the PUC falls within one of the designated APRA exemptions, the PUC is authorized to deem such record confidential and withhold it from public disclosure.

II. BASIS FOR CONFIDENTIALITY

Confidential DIV 4-6-1, which is the subject of this Motion, is exempt from public disclosure pursuant to R.I. Gen. Laws § 38-2-2(4)(B) as “[t]rade secrets and commercial or financial information obtained from a person, firm, or corporation that is of a privileged or confidential nature.” The Rhode Island Supreme Court has held that this confidential information exemption applies where the disclosure of information is likely either (1) to impair the government’s ability to obtain necessary information in the future; or (2) to cause substantial harm to the competitive position of the person from whom the information was obtained. *Providence Journal v. Convention Center Authority*, 774 A.2d 40 (R.I. 2001). The first prong of the test is satisfied when information is provided to the governmental agency and that information is of a kind that would customarily not be released to the public by the person from whom it was obtained. *Providence Journal*, 774 A.2d at 47.

Confidential DIV 4-6-1 consists of financial and commercial information. National Grid would customarily not release this information to the public. The Company’s submission of Confidential DIV 4-6-1 stems from data requests issued by the Division in the above-referenced docket. Accordingly, National Grid is providing Confidential DIV 4-6-1 to fulfil its regulatory responsibilities.

Moreover, the public disclosure of the information contained in Confidential DIV 4-6-1 would likely cause substantial harm to the Company’s competitive position. Confidential DIV 4-6-1 contains commercially sensitive information including the contractual pricing terms between

of one of the Company's vendors and its subcontractor. Disclosure of this subcontract provision could negatively impact the Company's ability to negotiate with future vendors and negatively impact the Company's vendors ability to negotiate with subcontractors. This may hinder the Company's ability to obtain advantageous pricing for Rhode Island ratepayers. As such, the information should be protected from public disclosure.

III. CONCLUSION

For the foregoing reasons, the Company respectfully requests that the PUC grant this motion for protective treatment of Confidential DIV 4-6-1.

Respectfully submitted,

NATIONAL GRID
By its attorney,

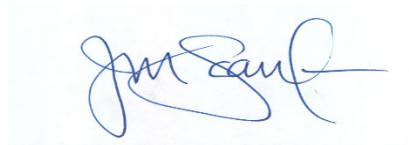


Andrew S. Marcaccio (#8168)
National Grid
280 Melrose Street
Providence, RI 02907
(401) 784-4263

Dated: December 17, 2021

CERTIFICATE OF SERVICE

I hereby certify that on December 17, 2021, I delivered a true copy of the foregoing Motion via electronic mail to the parties on the Service List for Docket No. 5189.



Joanne M. Scanlon

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.

The paper copies of this filing are being hand delivered to the Rhode Island Public Utilities Commission and to the Rhode Island Division of Public Utilities and Carriers.

Joanne M. Scanlon

December 17, 2021
Date

**Docket No. 5189 - National Grid – 2022 Annual Energy Efficiency Program
Service list updated 11/29/2021**

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Division 4-1
Gas Overspend

Request:

In response to PUC 1-2, the Company stated that it served a total of 1,733 customers at a cost of \$9,856,117. What was the annual and lifetime benefits to those customers?

Response:

1,733 additional weatherization customers would result in \$8,225,486 additional lifetime benefits or \$320,019 in annual benefits.¹

¹ These benefits are not inclusive of economic benefits.

Division 4-2
Gas Overspend

Request:

In its Direct Testimony on Bates Page 39, the Company stated that its decision to overspend, under the new PIM structure, caused it to earn less of an incentive. How much less?

Response:

The Company estimates that the overspend in the gas residential non-income eligible sector will result in the maximum downward service quality adjustment of \$386,750 for this sector, based on information through October 2021 and projected year-end 2021. This service quality adjustment would be subtracted from any earned incentive for the gas portfolio.

Division 4-3
Forward Capacity Market

Request:

Does the Company disagree with the Division's assertion made in its Direct Testimony (Part 1), Page 19, Lines 10-11, that the reasons the Company provided for incurring the Financial Assurance penalty, namely the "useful life" of hundreds of 10- year projects coming to an end the claimable savings from lighting going away, were foreseeable, for years, to the Company?

Response:

While the Company agrees with the Division's assertion that the expiration of several measures and consequently the claimable savings from those measures were generally foreseeable to the Company, the Company did not foresee the magnitude to which these expiring measures would impact its ability to meet its supply obligations because the Company was not aware of how ISO-NE marked new capacity supply obligations (CSOs) as commercial.

For both Solar and CHP systems, ISO-NE compares the overall performance to overall CSO when it makes CSOs commercial.¹ The Company learned in March/April 2021 that ISO-NE does not use the same methodology for Energy Efficiency resources. Instead, for EE resources, ISO-NE uses a comparison of the Company's monthly audit value (audits measure a resource's performance, and are conducted monthly by ISO-NE), and its highest last audit value (informally referred to as the "high water mark"). The difference between the last highest audit value or "high water mark" and a resource's monthly performance determines the number of MW that can be deemed commercial. For example, if the Company's highest last audit value was 310 MW and the next audit value is 312 MW, only 2 MW of additional CSO can be deemed commercial. Even if the Company had a 310 MW CSO that had been met, only 2 MW would be used to reduce its non-commercial capacity with that most recent audit. Financial assurance is based on the non-commercial capacity. Therefore, the less non-commercial capacity a resource has the less the financial assurance requirement is.

ISO-NE looks at monthly performance which includes new installations in a given month and nets out the existing measures that have had their "useful lives" expired. That value is compared against the resource's highest previous audit value. For the first time since the Company began bidding its EE resources in the FCM, there are increasing numbers of measures that are expiring monthly, while at the same time the overall capacity reductions resulting from the

¹ Using this methodology of comparing overall resource performance to the overall CSO, the Company's most recent resource performance (310.680 MW in October 2021) exceeds both the FCA14 CSO (291.528 MW for delivery year June 1, 2023 through May 31, 2024) and the FCA15 CSO (290.123 MW for delivery year June 1, 2024 through May 31, 2025). Under Financial Assurance methodology for Solar and CHP, the Company would not be facing a penalty as the resource performance exceeds the CSO for both FCA14 and FCA15.

Division 4-3, page 2
Forward Capacity Market

implementation of new measures are plateauing. The plateauing is due to a number of factors, including rising baselines, the program maturing and the reduced claimable savings contribution from new lighting-based measures. This results in reduced opportunities for there to be large differences between one month's audit value from the next.

Although it was foreseeable that ISO-NE would subtract the MW value attributed to expiring measures from the Company's monthly performance value, it was ISO-NE's more narrow methodology for deeming EE resources commercial that the Company had not accounted for. With this new understanding of how ISO-NE marks new CSOs commercial, the Company has altered its strategy of determining how many MW to bid into each primary annual Forward Capacity Auction, and consequently mitigate the risk of a future FA penalty starting with FCA16.

Division 4-4
Forward Capacity Market

Request:

Why did the Company not implement the strategy outlined in the response to PUC -12 sooner, prior to facing the Financial Assurance penalty, if it knew or should have known for years that “useful life” of hundreds of 10-year projects were coming to an end and that the claimable savings due to the lighting program was going away?

Response:

The Company did not implement this new strategy sooner (i.e., prior to facing the FA penalty) because, as described in greater detail in its response to Division 4-3, the Company did not fully appreciate how ISO-NE treated EE resources differently in terms of how their CSOs are marked as commercial as compared to solar and CHP resources. Prior to the increase in expiring measures and the plateauing of the portfolio's additional claimable savings, the Company's previous strategy had historically benefited customers in a significant way, resulting in over \$100 million in aggregate FCM revenues (which directly reduced the customer surcharges that are the primary means of EE program funding) without any prior incurrence of financial assurance penalties.

Division 4-5
Benefits Cost Analysis – Economic Benefits

Request:

Regarding page 17, lines 5-8 of the Company's Rebuttal Testimony, please provide the Company's estimate of the total economic impacts for the 2022 EE Plan, rather than the results that subtract out a portion of the impacts because they are already included in the benefit-cost analysis. Please provide the total economic impacts both in terms of GDP and job-years, for each program in the EE portfolio.

Response:

Please see the table below for total economic impacts (GDP and Job-Years) by program for the electric, gas, and demand response portfolio programs using implementation costs in the Provisional Plan. There are no planned CHP projects in the Provisional Plan; therefore, there are no economic impacts for them.

Please note that the calculation of economic impacts by program provided below includes the impacts associated with programs that produce savings; economic impacts for budgetary line items that do not independently produce savings such as pilots, marketing, workforce development, finance, performance incentive, and regulatory costs are not included.

Electric Portfolio	GDP, \$	Job-Years
Residential New Construction	\$2,425,450	20.4
ENERGY STAR® HVAC	\$8,357,066	56.0
EnergyWise	\$15,332,218	164.9
EnergyWise Multifamily	\$4,775,536	44.3
Residential Consumer Products	\$4,950,649	36.5
Home Energy Reports	\$3,202,784	21.3
Single Family - Income Eligible Services	\$12,251,053	125.0
Income Eligible Multifamily	\$4,650,775	43.7
Large Commercial New Construction	\$44,327,670	339.4
Large Commercial Retrofit	\$195,002,142	1944.3
Small Business Direct Install	\$20,935,999	187.6

Division 4-5, page 2
Benefits Cost Analysis – Economic Benefits

Gas Portfolio	GDP, \$	Job-Years
ENERGY STAR® HVAC	\$3,906,586	21.8
EnergyWise	\$9,430,503	96.1
EnergyWise Multifamily	\$2,721,111	24.8
Home Energy Reports	\$564,088	3.5
Residential New Construction	\$163,663	0.4
Single Family - Income Eligible Services	\$7,085,799	76.9
Income Eligible Multifamily	\$5,196,470	48.9
Large Commercial New Construction	\$5,205,814	40.6
Large Commercial Retrofit	\$13,017,185	114.8
Small Business Direct Install	\$666,761	6.1
Commercial & Industrial Multifamily	\$2,019,590	19.3

Demand Response programs	GDP, \$	Job-Years
Residential ConnectedSolutions	\$1,627,679	13.7
Commercial ConnectedSolutions	\$10,546,951	86.3

Division 4-6
Income Eligible

Request:

Please provide a copy of the contract with South Middlesex Opportunity Council (SMOC).

Response:

Please note that the Company does not have a direct contractual relationship with South Middlesex Opportunity Council ("SMOC"). A contractual relationship is maintained between Action Inc. ("Action") as the Lead Vendor for MA Income Eligible Services ("IES")* and SMOC as the Lead Appliance Vendor for RI and MA.

Attached are the contractual documents representing Action's contract with SMOC:

- Attachment DIV 4-6-1 is a 2016 subcontract between Action and SMOC
- Attachment DIV 4-6-2 is a 2019 amendment to the 2016 subcontract between Action and SMOC

As the Lead Vendor for the Massachusetts IES Program, Action established a Lead Appliance Vendor services contract with SMOC in MA at the inception of the MA EE Program, which was developed prior to the launch of the similar program in RI. SMOC's Lead Appliance Vendor services in RI were set up to mirror the MA services in order to establish and maintain efficiencies and consistency. In RI, SMOC provides the coordination and implementation of appliance delivery services using large appliance delivery vendors, and Action provides invoice oversight and payment processing to SMOC for these services and submits the reviewed invoices to National Grid for payment processing.

For over 9 years, SMOC has served as the Lead Appliance Vendor for the RI/MA Single-Family Income Eligible Services (IES) Programs. SMOC's contract as the Lead Appliance Vendor has been held with Action during this timeframe, in order to realize cost and administrative efficiencies associated with coordinating and providing delivery and/or repair services for eligible appliances for the IES Programs in both RI and MA. In addition, SMOC provides a centralized capability for evaluating, selecting, procuring, and delivering the high-efficiency appliances set forth in the RI and MA EE Plans.

*Action is the Lead Vendor for Single Family ("SF") IES in MA and acts as a fiscal agent for invoice processing and payments for SMOC in RI. CLEAResult is the Lead Vendor for SF IES

The Narragansett Electric Company
d/b/a National Grid
RIPUC Docket No. 5189
In Re: 2022 Annual Energy Efficiency Plan
Responses to the Division's Fourth Set of Data Requests
Issued on November 24, 2021

in RI. CLEAResult works with the RI CAPs and SMOC to assist in customer complaint resolution and additional process streamlining.

Action Energy Appliance Delivery Program

This Appliance Delivery Work Order Processing Agreement (“Agreement”) is made effective as of the first (1st) day of January, 2016, (the “Effective Date”), by and between South Middlesex Opportunity Council, Inc. (SMOC), a Massachusetts private nonprofit corporation, with its principal offices at 7 Bishop Street, Framingham, MA 01702 (“Subcontractor”) and Action Energy with its principal offices at 47 Washington Street, Gloucester, MA 01930 (“Company”)

WHEREAS, subject to the terms and conditions of this Agreement, SMOC is willing to provide Action Energy the following services.

1. Work to be Performed

The Subcontractor shall, in a satisfactory manner, coordinate performance of all activities described in the current approved Work Plan, which is attached to this Agreement as Exhibit A and is incorporated herein by reference.

2. Scope of Services

The Subcontractor will solicit bids and contract with vendors (Delivery Vendor) for refrigerator replacement and disposal services for eligible National Grid customers participating in accordance with Program guidelines, *as well as air conditioners and mattresses where appropriate. (R)*

3. Product Specification: Refrigerators and Freezers

The Subcontractor, will contract with its subcontractors, (Delivery Vendors) for the delivery of designated new refrigerators and freezers and properly remove, disable and dispose of designated old units from customers’ homes.

- a) Replacement model refrigerators and freezers installed in customers’ homes shall be models specified on the work order by field services contractors (Contract Coordinators) or comparable models with Contract Coordinator approval when the specified model is not available.
- b) Company list of designated units shall be compiled from competitive bids supplied by the Delivery Vendor. Designated units shall only be those units that provide the best combination of price, efficiency and features. Eligible refrigerators must carry a full one-year manufacturer’s warranty. Only brand new, never used models are acceptable.

- c) Appliance prices will be developed by Delivery Vendor through the competitive bid process and are to include removal and disposal of existing appliances.

The Company has the right to strictly scrutinize any proposed appliance prices, and may withhold permission during bid review process for any model/price combination.

4. Removal and Disposal of Refrigerator(s) and Freezer(s)

- a) In all cases, the refrigerator or freezer designated for removal on the work order must be at the specified address and plugged in and operational and then removed at the time of installing the replacement refrigerator. If the designated existing refrigerator does not meet those requirements, the replacement should not be made and the Subcontractor should contact the Company. Trip charges would then apply.
- b) The Subcontractor, will require that the Delivery Vendor, disable and remove designated refrigerators and freezers. It is crucial to the program that the old refrigerators be removed from the customers' home. The Delivery Vendors, are therefore responsible to remove and legally dispose of all replaced refrigerators and freezers. All replaced refrigerators must be dismantled in order to prevent reuse and not sold for reuse.
- c) The subcontractor, will ensure that the Delivery Vendor, shall not in any way salvage, re-claim, re-use, sell or distribute the existing appliances.
- d) The Subcontractor, will ensure that the Delivery Vendor conduct disposal in compliance with all applicable federal, state and local laws and codes and provide documentation to Company to verify compliance. This shall include, but not be limited to, Section 608 of the Clean Air Act of 1990.

5. Appliance Coordinator Warranty and Service Responsibilities

The subcontractor, or its Delivery Vendor, shall complete and submit manufacturer's warranty card for customer, and instruct customer on proper phone number or address for them to contact manufacturer for service.

If refrigerator fails to operate properly during 60 day period after delivery, the Subcontractor, or its subcontractors, shall monitor manufacturer's service under warranty to insure that customer optimally has refrigeration restored within 24 hours, or on the next business day if the customer calls during a weekend or holiday. During that 60 day period the Subcontractor, will ensure through contract that the Delivery Vendor, shall furnish emergency switch out of refrigerators in those cases where it is needed, due to

manufacturer's inability to restore refrigeration operation and if customer is unable to temporarily store food in another refrigerator. Program experience has shown this to occur less than 1% of the time.

6. Liability

Delivery and removal must be conducted without causing any damage to the new appliance or to the customer's dwelling, property or furnishings. The Delivery Vendor by contract with the subcontractor, are solely responsible for any and all costs related to delivery and removal, including swapping out the refrigerator and all cleaning and repair costs resulting from any damage. The home must be restored to the condition it was found or better, except for removal of the designated appliance(s).

7. Subcontracting

If the Subcontractor proposes to subcontract any of its services, it shall give written notice thereof to Company specifying the name, address, qualifications and experience of the subcontractor, and the specific work which the subcontractor is to perform. If Company consents, the Subcontractor may subcontract the specific work to the subcontractor. All work performed for the Subcontractor by a subcontractor shall be pursuant to an agreement between the Subcontractor and subcontractors which binds the subcontractor to the applicable terms and conditions of the Purchase Order and this Description of Services for the benefit of Company.

The Company has the right to strictly scrutinize any proposed subcontractors, and may withhold permission for any proposed subcontractor.

In addition, it is the Subcontractor's duty, with regard to every subcontractor, to obtain the subcontractor's agreement to fully indemnify the Company as provided in the Purchase Order, and to provide insurance certificates for the coverages listed in the attached Purchase Order (with such insurance being maintained by subcontractor), and to see that all such policies list the Company as an additional insured.

8. Compensation

A processing fee of \$ [REDACTED] is the agreed upon compensation to be paid to the Subcontractor by the Company, for each appliance installed. This fee is in addition to the fee for the appliances, which shall be paid directly to the installation Subcontractor.

9. Invoices

REDACTED

The Subcontractor will invoice Action Energy through National Grid's "On Demand" system in the amount of the requested measure (appliance cost) and the associated processing fee at least every 2 weeks upon receipt of the installation verification form indicating that the appliance was installed to the customer's satisfaction. Signed, completed copies of this approved form shall be scanned and into the system for each customer.

10. Term

This agreement shall govern the performance of both parties for the period beginning January 2016 and ending December 2018. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Either party may provide the other with written notice that it will not renew this Agreement, which notice shall be provided at least thirty (30) days prior to the end of the current term. This Agreement can be extended for an additional one-year term by written agreement of the parties.


In Witness whereof, SMOC and Action Energy, have caused this Agreement to be executed by their duly authorized representatives.

Action Energy

SOUTH MIDDLESEX OPPORTUNITY
COUNCIL, INC.



Signature



Signature

James T. Cuddy
Executive Director

1/12/16

Date

12-02-15

Date

Exhibit A**Work Plan****Refrigerator And Freezer Installation Process Steps**

Modified from the Request for Proposal and Program Implementation Manual for Low Income Energy Efficiency & Residential Retrofit Programs

The following procedure will be followed for each Subcontractor supplied replacement appliance:

- A. Auditor (Contract Coordinator) will determine when a given measure is cost –effective, desired by the customer, and feasible.
- B. When existing appliance qualifies for replacement, the Contract Coordinator will fill out the work order and customer agreement and obtain customer signatures. The work order will include customer information, space measurements, specifications for installing the appliance and removal of existing appliance(s).
- C. Contract Coordinator will coordinate the obtaining of signatures from the tenant and landlord on the work order and agreement and communicate with the participant regarding their responsibilities for scheduling and payment, if any.
- D. Contract Coordinator shall affix a sticker to back of appliance.
- E. Contract Coordinator will enter work order data directly into National Grids “On Demand” system during the site visit. The work orders will show the manufacturer and model number and the Company job number.
- F. Subcontractor or its subcontractors will deliver and supply designated models. Subcontractor or its subcontractors shall schedule and make delivery within 45 days of receipt of the order from the field to the precise location listed on the work order.
- G. Subcontractor or its subcontractors shall obtain customer signatures on Company approved verification form to verify delivery and removal of appliances.
- H. Subcontractor or its subcontractors shall complete and submit manufacturer’s warranty card for customer, and instruct customer on proper phone number or address for them to contact manufacturer for service. Subcontractor shall monitor manufacturer’s service and insure that customer has refrigeration restored as described in Section 5 paragraph 2 regarding warranty.
- I. Subcontractor or its subcontractors shall properly dispose of existing appliances and provide documentation of disposal.
- J. Subcontractor shall send proof of delivery of the replacement appliance

Amendment Number One to Subcontractor Agreement

Amendment Number 1 to the Action Energy Appliance Delivery Program Subcontracting Agreement, dated as of January 1, 2016 (the "**Amendment**"), between Action, Inc., a Massachusetts non-profit corporation, with principal offices at 180 Main Street, Gloucester, MA 01930; and South Middlesex Opportunity Council, Inc. ("Contractor") having its principal place of business at 7 Bishop Street, Framingham, MA 01702 for the Services identified as:

Action Energy Appliance Delivery Program Subcontracting Agreement

RECITALS

WHEREAS, the Parties have entered into a Subcontractor Agreement, dated as of January 1, 2016 amended, amended and restated, supplemented or otherwise modified from time to time in accordance with its provisions; such agreement has been amended by the "**Existing Agreement**";

WHEREAS, the Parties hereto desire to amend the Existing Agreement to Amendment 1 on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. **Amendments to the Existing Agreement.** As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:
 - Pricing/Fees/Appliances will be subject to change as appropriate.
 - Action Inc. reserves the right to provide means and/or reassign agency territories to serve customers in areas where SMOC may be having difficulties in underperforming, quality of service, or where there may be difficulty meeting customer demand.
 - Program measures, offerings, and policies may be modified throughout the extension period as needed.

(a) Pursuant Section 10. Term of the Existing Agreement, the parties hereby mutually agree to extend the term of the Agreement until **December 31, 2021**.

1. Date of Effectiveness; Limited Effect. This Amendment will be deemed effective on the **January 1, 2019** (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein" or words of like import, and each reference to the Existing Agreement in any other agreements, documents or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.

2. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.

(b) The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Amendment has been executed and delivered by such Party and (assuming due authorization, execution and delivery by the other Party hereto) constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.

3. Miscellaneous.

(a) This Amendment is governed by, and construed in accordance with, the laws of the State of Massachusetts, without regard to the conflict of laws provisions of such State.

(b) This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(c) The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.

(d) This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Amendment.

(e) This Amendment constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(f) Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accounts and legal counsel).

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

Action Inc.
180 Main Street
Gloucester, MA 01930

By 

Name: Peggy Hegarty-Steck
Title: Executive Director/President

South Middlesex Opportunity Inc.
7 Bishop Street
Framingham, MA 01702

By 
Name: James Cuddy
Title: Executive Director/CEO

Division 4-7
Income Eligible

Request:

How long has SMOC been a vendor for the income eligible program?

Response:

South Middlesex Opportunity Council (SMOC) has been an Appliance Vendor in the RI IES Program for at least 9 years. The Company could not obtain the exact year that SMOC became a vendor of Action Inc.'s in the timeframe allotted for this response because contracts entered into prior to 2012 are not available electronically.

Division 4-8
Income Eligible

Request:

Does the Company believe that the Community Action Agencies (CAPs) should be, required to use RISE contractors? If so, what should trigger this requirement?

Response:

The Company does not believe that CAPs should be required to utilize third-party contractors in delivery of the income eligible services currently delivered through CAP agencies. The Company and RISE have partnered to offer this capability as a service to CAPs who would see value for their organization and their constituents from having the ability to flex delivery capacity when customer demand for these services outstrips CAP capacity.

Division 4-9
Income Eligible

Request:

Please indicate whether there are currently any waiting lists at any of the CAP agencies and for what aspect of the program.

Response:

As of December 2, there are not waiting lists for AMP Assessments, Weatherization Services or Heating System Assessments delivered through the IES programs.

When a customer calls directly to a CAP Agency, AMP Assessments and Weatherization / Heating System Assessments are, on average, scheduled within two weeks from the date of the initial call. Customers with a specific urgent issue are typically prioritized, and customers with scheduling challenges are scheduled at a time that reflects their availability. From the time that an AMP Assessment identifies a weatherization opportunity, those weatherization jobs are currently being scheduled within two weeks.

Heating system repair/replacement emergencies are typically responded to the day that they are called into the CAP Agency, though actual repair/replacement of heating system may currently take several weeks due to the global supply chain disruptions and installation contractor availability.

Additionally, due to the global supply chain disruptions impacting the appliance manufacturing industry, there are customers who are currently awaiting delivery of IES program appliances.