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205 Governor St.  
Providence, RI 02905

August 21, 2020

*BY HAND DELIVERY  
AND ELECTRONIC SERVICE*

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

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

Dear Ms. Massaro:

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

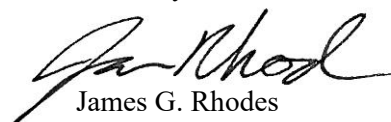
The City has contracted with Good Energy, L.P. ("Good Energy") to assist with the preparation of the Plan and related regulatory filings. *See* Attachment 3. Good Energy and its counsel are thus delivering the Petition on behalf of the City.

Also enclosed, please find Notices of Appearance for myself and for Adrienne G. Southgate, Providence Deputy City Solicitor.

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

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

Sincerely,



James G. Rhodes

Counsel for Good Energy, L.P.

cc: Juliana Griffiths, National Grid  
Jennifer Hutchinson, National Grid  
Andrew Marcaccio, National Grid  
Adrienne Southgate, Providence Deputy City Solicitor  
Leah Bamberger, Providence Office of Sustainability  
Philip Carr, Good Energy

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

\_\_\_\_\_  
Petition of City of Providence for the )  
Approval of the Proposed Community )  
Electricity Aggregation Plan Pursuant )  
to R.I. Gen. Laws § 39-3-1.2 )  
\_\_\_\_\_ )

Docket No. \_\_\_\_\_

**APPEARANCE OF COUNSEL**

In the above-captioned proceeding, I hereby enter my appearance on behalf of Good Energy, L.P.



\_\_\_\_\_  
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Dated: August 21, 2020

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PUBLIC UTILITIES COMMISSION

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\_\_\_\_\_ )

Docket No. \_\_\_\_\_

APPEARANCE OF COUNSEL

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

  
Adrienne G. Southgate (#3363)  
Deputy City Solicitor  
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Dated: August 21, 2020

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
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Docket No. \_\_\_\_\_

**THE CITY OF PROVIDENCE’S PETITION FOR APPROVAL OF  
COMMUNITY ELECTRICITY AGGREGATION PLAN**

The City of Providence (“Municipality”) respectfully petitions the Rhode Island Public Utilities Commission (“PUC”), pursuant to R.I. Gen. Laws § 39-3-1.2 (the “Act”), for approval of its Community Electricity Aggregation Plan (“Plan”). In support of this petition, the Municipality states the following:

1. The goals of the community electricity aggregation program (the “Program”) are to bring the benefits of competitive choice of electric supplier, including longer-term price stability than provided by the electric distribution company, lower cost electricity, and more renewable energy options, to the residents and businesses of the Municipality. Under the program the Municipality will have the opportunity to provide a portion of renewable energy through renewable energy certificates (“RECs”). The program will employ a procurement process designed to maximize potential savings and will provide benefits and protections for consumers, including the right for any customer to opt-out of the program at any time at no charge.

2. The Municipality formally initiated the process to develop an aggregation plan through the passage of a resolution by majority vote of the Providence City Council, its legislative authority. The resolution included authorization to develop and implement a plan under which all eligible customers would be automatically enrolled in the program unless the customers opt-out consistent with the requirements of the Act. The vote and actions of the Municipality preceding and following this vote for approval are outlined in the Historical Overview. *See* Aggregation Plan - Attachment 1.

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

4. In support of the plan, direct testimony has been provided by (i) Leah Bamberger, Director of the City of Providence Office of Sustainability, who has direct knowledge as to the process by which the Plan was developed and approved, and (ii) Philip Carr, Managing Director for Energy Sales at Good Energy, L.P., who is an expert on the development and administration of Community Electricity Aggregation programs.

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

6. The Municipality respectfully requests that the PUC conduct an expeditious review of this Petition to allow the Municipality to proceed with implementation to maximize benefits for eligible customers. Governmental aggregators are required to conduct their business openly and with full public participation. The Municipality requests a streamlined process, including a public hearing, and an opportunity for interested persons to submit written comments.


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

WHEREFORE, the Petitioner hereby respectfully requests that the Commission:

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

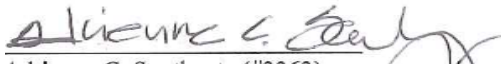
Respectfully submitted,  
CITY OF PROVIDENCE

By Attorney for Good Energy, L.P.



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By its Attorney



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**CITY OF PROVIDENCE COMMUNITY AGGREGATION PLAN**

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## **I. OVERVIEW OF THE AGGREGATION PLAN**

The following is the City of Providence’s (“Municipality”) Community Aggregation Program (“Program”), developed consistent with Section 1.2 of Chapter 39-3 of the RI General Laws. This plan was created through the following process:

1. Passage of authorizing resolution,
2. Signed agreement with Municipality’s aggregation consultant,
3. Creation of a Draft Plan,
4. Public hearing on Draft Plan,
5. Response to public hearing,
6. Finalization of Plan, and
7. Submission of Final Plan to Public Utilities Commission.

See **Attachment 1** for details on these steps.

The purpose of this aggregation plan is to provide universal access to new electricity supply choices for the Municipality’s residents and businesses with the goals of delivering price stability, cost savings, and an increase in the percentage of renewable energy. This plan details the process to implement the Program and its consequences.

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

## **II. CLASSES OF CONSUMERS THAT MAY PARTICIPATE.**

### **II.A. APPLICABLE CLASSES**

The aggregation Program will be available for the residential, commercial and industrial classes of electricity consumers as defined by Municipality’s electric distribution company, National Grid (“Applicable Classes”). The residential class is comprised of the rates A-16 (Basic Residential), A-60 (Low Income); the commercial class is comprised of rates C-06 (Small Commercial), G-02 (General Commercial), S-05 (Street & Area Lighting, Customer Owned Equipment), S-06 (Decorative Street & Area Lighting), S-10 (Private Lighting) and S-14 (General Street & Area Lighting); and the industrial class is comprised of B-32 (Large Demand Back-up Service) and G-32 (Large Demand).

### **II.B. UNIVERSAL ACCESS & EQUITABLE TREATMENT**

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

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

First, the Program will distinguish among Applicable Classes by soliciting separate pricing for each of those classes of electricity consumers as defined by the Municipality’s electric distribution company.



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

Third, the Program will distinguish between consumers that join the program through an opt-out process and consumers that join through an opt-in process.

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

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

### **III. PROGRAM ORGANIZATIONAL STRUCTURE.**

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

- City Council: The Plan will be approved and overseen by the City Council, the legislative authority of the citizens of the Municipality. The City Council will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Aggregation Consultant. Prior to the receipt of bids from Competitive Suppliers, a designee(s) of the City Council shall be specifically authorized to enter into an Electric Service Agreement (“ESA”) under parameters specified by the City Council.
- Providence Office of Sustainability: The Office of Sustainability is designated by the City Council to provide direct management and oversight of the Program on behalf of the City. The Director of the Office of Sustainability, or designee, shall regularly meet with the Aggregation Consultant for the purpose of providing oversight of the Aggregation Program and shall make recommendations to the City Council on program changes. As part of its oversight role, the Office of Sustainability will seek input from and provide updates to the Environmental Sustainability Task Force, and as needed to other City Committees, regarding the Program.

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

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

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

- Basic. Some customers may feel that the amount of new, renewable energy required by the RES in Rhode Island includes sufficient amounts of RECs to fulfill their renewable energy objectives. This product offers the same amount of renewable energy offered by National Grid's Standard Offer product.
- Local Green 50%. For customers that want more electricity generated from new, renewable energy resources than is offered by Local Green, but may not want to purchase RECs for 100% of their usage. The exact amount of renewable energy to be included with this product will be determined at a later date and will be the same for all customers choosing this option. If this product includes RECs in an amount other than 50% of a customer's metered consumption, the Program will rename the product to appropriately reflect the amount of RECs the product contains. This enables customers who chose this option to have a more meaningful impact on the reduction of greenhouse gas emissions without committing to REC purchases for 100% of their usage.
- Local Green 100%. For customers that want more electricity generated from new, renewable energy resources than is offered by Local Green, this product offers up to a 100% renewable energy option. The exact amount of renewable energy to be included with this product will be determined at a later date and will be the same for all customers choosing this option. If this product includes RECs in an amount of less than 100% of a customer's metered consumption, the Program will rename the product to appropriately reflect the amount of RECs the product contains. This enables customers who chose this option to have a more meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.

#### **IV. PROGRAM OPERATIONS.**

Following approval of the Plan by the Commission, the key operational steps will be (a) issue a Request for Proposals (RFP) for power supply and select a competitive supplier, (b) implement a public information program, including a 30-day opt-out period, and (c) enroll consumers and provide service, including quarterly notifications. The implementation of an aggregation requires extensive interaction between the Municipality, the Competitive Supplier, and National Grid.

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

###### Power Supply

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

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

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

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

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

The Program will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Program will request bids for a variety of term lengths (e.g. 12, 24, 36 or 48 months) and for power from different sources. Prior to delivery of the bids, the City Council shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the City Council deems appropriate for its constituents. In consultation with its Aggregation Consultant, the designee(s) of the Municipality will evaluate the bid results including price, term and source. Whether the Program conducts an individual solicitation or participates in a solicitation with a Buying Group, at the conclusion of the bidding process it will select a price, term and supplier appropriate for its constituents. Participation in the Buying Group shall not require the Program to select the same price, terms or supplier as other members of the Buying Group. If none of the bids is satisfactory, the Program will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a price that is acceptable. The Program will only accept a bid that enables it to launch the aggregation with a price, terms and characteristics that meet the criteria set by the City Council and the RFP.

#### Renewable Energy

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

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

#### **IV.B. IMPLEMENT PUBLIC EDUCATION CAMPAIGN.**

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

The delivery of a comprehensive and professional public education and outreach plan and associated materials are crucial to ensuring understanding and acceptance of, and participation in, the aggregation. The Program has already begun to build enthusiasm for and understanding of the aggregation through community-wide events and presentations. As a result, the Program anticipates a high level of awareness about the aggregation by the time the supply contract is signed.

The public education component for program launch consists of two components: 1) Initial outreach and education and 2) Consumer notification letter. The information will be made available in multiple languages where appropriate.

1. Initial Outreach and Education: This will be conducted prior to arrival of the consumer notification letter and will continue throughout the opt-out period. This effort will include information about the goals of the Program, the basic terms and conditions including renewable energy components and the opt-out notification. This effort will include a wide range of in-person events, traditional and social media, Web and printed materials. The attached Education and Outreach Plan (**Attachment 2**) describes in detail the Program's anticipated initial outreach efforts and timeline.

2. Consumer Notification Letter: In addition to the broad-based education initiatives, a consumer notification letter will be mailed to every Applicable Consumer on Standard Offer Service with National Grid. The notice will be a direct communication of the Municipality, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the program, and the content will be provided in English and Spanish. The notice will: (1) introduce and describe the program; (2) inform consumers of their right to opt-out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to opt-out before program launch and how to opt-out after program launch; and (4) prominently state all program charges and compare the price and primary terms of Program's competitive supply to the price and terms of the current Standard Offer Service offering provided by National Grid. The notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Standard Offer Service over the full term of the Program. The competitive supplier shall bear all expenses regarding the consumer notification letter. See **Attachment 3** for sample Consumer Notification Letter, Reply Card and Envelope.

The consumer notification letter will include an opt-out reply card and envelope. Consumers will have 33 days from the date of the mailing to return the reply card if they wish to opt out of the Program and the opt-out notice shall identify the return date by which the reply envelope must be mailed and postmarked. The competitive supplier shall allow an additional 3 days from the return date for receipt of the opt-out replies before initiating automatic enrollments in the Program. This timeline is designed to provide Applicable Consumers with a full 30 days to consider whether to opt-out of the program before launch. The notice will be designed by the aggregation consultant and the Municipality and printed and mailed by the competitive supplier, who will process the opt-out replies. The competitive supplier will provide a pre-stamped envelope for return of the opt-out reply card in order to protect consumer privacy.

The attached Education and Outreach Plan Detail (**Attachment 2**) describes in detail the Program's anticipated initial outreach efforts, timeline and provides sample consumer notification letter, reply card and envelope.

#### **IV.C. ENROLL CONSUMERS AND PROVIDE SERVICE**

After the completion of the opt-out period, the competitive supplier will enroll into the Program all Applicable Consumers on Standard Offer Service with National Grid who did not opt-out. All enrollments and other transactions between the competitive supplier and National Grid will be conducted in compliance with the relevant provisions of Commission regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the Electronic Business Transactions Working Group.

Once consumers are enrolled, the Program will provide all-requirements power supply service. The Program will also provide ongoing consumer service, maintain the Program web site, and process new consumer enrollments, ongoing opt-outs, opt-back-ins, and consumer selections of optional products. Prior to the expiration of the initial ESA, the Program intends to solicit a new power supply agreement so that a new supply agreement can take effect upon the expiration of the initial ESA.

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

Finally, the Public Education & Outreach Plan Detail (**Attachment 2**) has detail on the ongoing education and outreach efforts during program operation.

## **V. PROGRAM FUNDING.**

All of the costs of the Program will be funded through the ESA.

The primary cost will be the charges of the competitive supplier for the power supply. These charges will be established through the competitive solicitation for a supplier.

The administrative costs of the Program will be funded through a per kilowatt-hour aggregation fee that will be paid by the competitive supplier to the Aggregation Consultant, as specified in the ESA. This aggregation fee will cover the services of the Aggregation Consultant, including developing the aggregation plan, managing the Commission's approval process, managing the supply procurement, developing and implementing the public education plan, providing consumer support, interacting with National Grid, monitoring the supply contract, and providing ongoing reports. Per the City's competitive bid process, this charge has been set at \$0.001 per kilowatt-hour.

## **VI. RATE SETTING AND COST ALLOCATION AMONG PARTICIPANTS.**

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

If there is a change in law that results in a direct, material increase in costs during the term of the ESA, the Program and the competitive supplier will negotiate a potential change in the program price. At least 30 days prior to the implementation of any such change, the Program will notify consumers of the change in price by issuing a media release and posting a notice in municipal offices and on the program website.

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

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

#### **VII. ENTERING AND TERMINATING AGREEMENTS.**

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

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

#### **VIII. RIGHTS AND RESPONSIBILITIES OF PROGRAM PARTICIPANTS.**

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

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

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

#### **IX. EXTENSION OR TERMINATION OF PROGRAM**

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

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

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

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

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



**ATTACHMENT 1: HISTORICAL OVERVIEW - PLAN DEVELOPMENT**

**1. Passage of authorizing resolution**

On September 5, 2019 City Council passed the following resolution to authorize the initiation of an aggregation program:



**RESOLUTION OF THE CITY COUNCIL**

No. 395

Approved September 9, 2019

WHEREAS, The City of Providence adopted a Sustainable Providence Plan in 2014; and

WHEREAS, The City of Providence is currently developing a Climate Justice Plan and Mayor Jorge Elorza, along with the City Council, has committed Providence to becoming a carbon-neutral city by 2050; and

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

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

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

BE IT FURTHER RESOLVED, That the City Council authorizes the Mayor to enter into contracts, consistent with state and local laws related to purchasing, implement such aggregation plan and CCA program independently, or in joint action with other municipalities in the state, and to execute all documents necessary to accomplish the same.

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

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

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

IN CITY COUNCIL

SEP 05 2019

READ AND PASSED

PRES.

CLERK

I HEREBY APPROVE.

Mayor  
Date: 9/9/19

**2. Signed agreement with Municipality’s aggregation consultant**

On March 2, 2020 Municipality selected aggregation consultant Good Energy, based on a competitive Request for Proposals process led by the City of Providence’s Office of Sustainability. The services agreement is included as **Attachment 4**.

**3. Creation of a Draft Plan**

In creating the draft plan, the Municipality sought to build on its engaging and inclusive approach to the Climate Justice Plan by centering efforts on those most often negatively affected by our current electricity system. To this end, the Municipality organized a group of 12 Community Advisors who came from diverse backgrounds representing a range of neighborhoods and demographic groups in Providence, with a focus on frontline communities, defined as communities of color most impacted by the crises of ecology, economy and democracy in Providence’s Climate Justice Plan. The Advisors provided valuable input, feedback and connection to their communities for the Municipality and Aggregation Consultant, as described below.

The Municipality developed a series of four educational videos and an accompanying survey. The videos were recorded in English and Spanish and were designed to provide community members with a highly accessible introduction into the Program, its goals and potential impact on residents and businesses in Providence. The videos and survey were released on May 22, through a virtual event as part of the SustainPVD Fair . The Community Advisors provided input to help shape the videos and survey. Three Advisors performed the voice-overs for the videos, and each Advisor disseminated the survey to their networks. On June 9, the Community Advisors met with the Municipality and Aggregation Consultant to discuss how the results would be reflected into the draft plan. With 75 survey responses, the Community Advisors recommended leaving the survey open for an additional two weeks to June 25, 2020.

Through June 25, a total of 168 responses were received, with 22 of the 25 neighborhoods of the City represented. The primary method of analyzing the data split respondents into two groups, based on whether their household income was over or under \$100,000. The majority (72%) of the 168 respondents had household income under \$100,000.

Key highlights from the survey include:

- 92% of respondents still receive supply from National Grid Standard Offer Service. Of these, over half reported that they did not know they could choose another supplier. Those that knew they could choose primarily reported that they had either heard it was too risky to switch to another supplier or had tried to switch but could not find a better deal.
- 97% of respondents were interested in including more renewable energy in their electricity; however, the amount of renewables differed based on income:
  - Of those under \$100k, the majority (52%) preferred to get more renewables if they could pay about the same they pay today
  - Of those over \$100k, the majority (65%) preferred paying more to get all (100%) renewables

- Of the three potential benefits from CCA of a) lower prices, b) price stability and c) more renewable energy:
  - Lower price was the #1 priority for those under \$100k; whereas it was #2 priority for those over \$100k
  - More renewable energy was the #2 priority for those under \$100k; it is the #1 priority for those over \$100k
  - Price stability was the #3 priority for both groups.

The vast majority of participants in CCA programs typically remain in the standard product rather than choosing any of the program optional products. Given the strong support for both renewable energy and cost savings demonstrated by both income groups in the survey responses, it suggests that the City would be well-served by a standard product designed with the goals of 1) achieving cost parity or savings compared to National Grid Standard Offer Service and 2) including some extra renewable energy. Additionally, the survey highlighted that, for those that can afford it, the program should offer options with substantially more renewable energy for a price premium. Although less than 5% of survey responses were not interested in extra renewable energy, it could be beneficial to have an optional product that would meet their needs too.

Based on this input, Municipal staff then completed a draft with a standard product as described above and three optional products: two options with substantial additional renewable energy and one option with no additional renewable energy. The survey also included feedback on outreach mechanisms, which influenced the Education and Outreach section of the draft plan. The draft plan was made available for public review on July 8, 2020.

The Community Advisors assisted in spreading awareness about the public hearing.

#### **4. Public hearing on Draft Plan**

Municipality held a public hearing on July 15, 2020 hosted by the Environmental Sustainability Task Force to review and to take comments on the draft plan. Municipality made the draft plan available for public review from July 8, 2020 to July 16, 2020. During this time the draft plan was posted at SustainPVD.com (same website as <https://www.providenceri.gov/sustainability/>).

Prior to the hearing, Municipality published a notice of the hearing in the Providence Journal on July 9, 2020 and again on July 15, 2020.

#### **5. Response to public hearing**

The municipality reviewed comments made at the public hearing. Written comments have been attached in full (see **Attachment 5**), with a summary of them included here. The public hearing was recorded and is available at <https://www.youtube.com/watch?v=BhLLr95KEPA>.

The responses to the plan from the Environmental Sustainability Task Force and the public comments, both verbal and written, were universally supportive of the program. Many comments also expressed a desire for even more renewable energy to further the City's climate goals. Additional comments sought clarification on specific pieces of the plan, which have been addressed below. Based on the totality of the comments, the Municipality did not find it necessary to make substantive changes to the plan.

A summary of comments by topic area follows, along with responses from the City:

#### COMMENTS ON GENERAL PROGRAM STRUCTURE

- i. Is this an opt-in or opt-out program?

Response: Consistent with the state statute and the original resolution passed by the Providence City Council, this is an opt-out program that will automatically enroll all eligible customers onto the program's standard product unless they choose to use one of the program optional products or they choose to opt-out of the program.

- ii. Please clarify specific goals of each product.

Response: The specific goal of the "Standard Product", referred to as "Local Green" until a brand name is determined, is to provide a default electricity supply option that will increase each customer's renewable energy mix by roughly 10% while providing some savings over the life of the contract when compared to National Grid's Standard Offer over the same period.

The specific goal of the "Basic Product" is to provide consumers with the maximum amount of potential savings, when compared to National Grid's Standard Offer, over the life of the contract.

The specific goal of the "Local Green 50%" product is to give customers an option of increasing the amount of renewable energy in their mix without raising the price of their supply services to the maximum level.

The specific goal of the "Local Green 100%" product is to give customers the opportunity to maximize the amount of renewable energy in their mix.

#### COMMENTS ON THE STANDARD PRODUCT AND ENERGY DEMOCRACY

- iii. The standard product should be pegged at 10% above the Renewable Energy Standard (RES) without reference to being at or below the utility's standard offer rate. The plan offers a cheaper optional product available for those who seek more savings.

Response: Given the automatic enrollment of participants onto the standard product, aggregation programs typically see that the vast majority of participants remain on the standard product rather than choosing any of the optional products. As a result, the standard product description aims to be consistent with the survey results from the community, especially those residents with an annual household income of less than \$100k. Those results showed a desire for more renewable energy at about the same cost as they pay today. The City expects that it can meet this goal with an extra 10% renewable energy; however, market conditions could change closer to the bid. That could affect whether the City could still meet its goals for price while including 10% extra renewable energy. As a result, the language does not peg the standard product at 10% to provide the City flexibility if needed.

- iv. The standard product is critical to achieving renewable energy goals. The current structure risks sacrificing the goal of a rapid move to renewable energy with a potentially arbitrary goal of procuring electricity more cheaply than National Grid. Price alone does not capture the full value of electricity, particularly local renewable energy. Potential program revenue could be used to

assist low-income customers, weatherization, energy efficiency, and community solar, such as has been done in other CCA programs, and this program should consider this option. The standard product could be set at a mandated higher price than National Grid to allow for the procurement of more renewables and providing additional services.

Response: The City recognizes that state policy and guidelines established by the Public Utilities Commission has established that there are both benefits and costs associated with the procurement of energy, both fossil fuel based and renewables, beyond just price. The community survey highlighted that at this time, price is a major value, particularly to residents with annual household income of less than \$100k, along with valuing renewable energy. Additionally, after research and analysis by the Office of Sustainability in close conversation with their consultant, Good Energy, it was determined that to build a successful program, the initial priorities of the program will be to access bulk purchasing of electricity for competitive rates, provide rate stability, support clean energy, expand consumer choice, and support the City's implementation of Energy Democracy principles. In order to achieve the long-term success of the program, the Office of Sustainability recommends to the City Council to continue to prioritize the delivery of financial savings to City residents and businesses to build trust and familiarity with the program.

It is important to note that under the authorizing statute, it is the City Council that gets to balance the costs and benefits in determining the electricity supply products offered by an aggregation program. The Council can choose to modify the plan over time.

- v. There was not enough time to provide a thorough review. The standard product description does not provide a proper valuation of electricity, and price alone cannot be the sole determinant of its value. Valuation of electricity should include short and long term costs to customers, the electric distribution system and society as a whole. Using Renewable Energy Standard goals and Renewable Energy Credits (RECs) is an incomplete picture of the value of renewable energy development and emphasis should be put on being self-reliant.

Response: The City recognizes that initial outreach on plan development did not reach all potential stakeholders. As part of implementing the City's Energy Democracy principles, principles which also guided the development of the Climate Justice Plan, the outreach sought to be centered on frontline communities. This was done through direct engagement with community advisors leading to the development and launch of educational video series and survey tool, which was used to inform the draft plan structure. There will be additional opportunities for public comment when the Public Utilities Commission hosts a hearing during their review process.

Please see the previous response regarding valuation of price. Regarding renewable energy and RECs, the City recognizes that there can be additional benefits and costs to renewable sourced as locally as possible. To this end, the City will procure the additional RECs above state minimums from a local organization, Green Energy Consumers Alliance. Their mission is to support the development of local renewable energy generation through the purchase and retirement of RECs on behalf of individual members and aggregation programs in Massachusetts and Rhode Island. This is a direct effort of increasing local and regional self-reliance, as it is anticipated that upon program launch the additional RECs purchased on behalf of the program can be entirely sourced from Rhode Island.

- vi. Is the standard product specifically priced or mandated to be priced at the same price point as Standard Offer Service from National Grid?

Response: The price of the standard product will be not mandated in relation to National Grid's supply price. At the time of the bid, the City will know National Grid's rates for, at most, six (6) months in the future, due to the method by which they procure their electricity supply. In contrast, the Program will seek a price to be fixed for a period of time longer than 6 months. As a result, it would not be possible for the program to mandate its price in relation to National Grid's. The City will seek to secure a price that is likely to be at or below National Grid's average rate for the term of the contract, however, savings cannot be guaranteed. It is also important to note that the City has flexibility to decide to begin the program when it receives a satisfactory bid that is in line with the goals of the program. The City is never under any deadline to begin the program.

#### COMMENTS ON ELECTRICITY SUPPLY BIDS

- vii. Please clarify the difference between the potential for single and multiple supply contracts. Are bids going to seek a single-source supplier? Is there an opportunity for a supplier portfolio that may provide a range of benefits?

Response: The program envisions contracting with a single supplier that can provide all-requirements electricity including meeting the state requirements for renewable energy. The supplier themselves will have a portfolio of sources, and the electricity will not come from a single source. Extra renewable energy in addition to the state requirements will meet Rhode Island New standards and be procured through the Green Energy Consumers Alliance, which has a portfolio of projects. The City anticipates all of the extra renewable energy will come from sources within Rhode Island.

- viii. Please clarify how the buying group works to ensure that there is sufficient commitment from multiple municipalities to achieve the benefit of collective purchasing.

Response: The buying group will consist of other municipalities working with the same consultant, Good Energy. The buying group does not require any formal agreements between municipalities. Rather it requires that participating municipalities agree to solicit bids for their combined load and can reach consensus on a winning supplier and term length of contract. Each municipality will receive the same unit pricing but will each have their own contract with the winning supplier. Good Energy has a strong track record of helping municipalities reach this consensus, as evidenced by their work with a buying group of over twenty municipalities in southeastern Massachusetts. Suppliers will be provided with the load data for all communities going out to bid at the same time, allowing each community to benefit from the aggregated loads. Once consensus is reached among those municipalities, they would enter a binding contract with the supplier who provided the winning bid terms. Those municipalities are only locked in through that contract and then can make an individual decision as to whether to continue working together or to proceed individually.

#### COMMENTS ON RENEWABLE ENERGY REQUIREMENTS

- ix. Is there a cap on sourcing renewable energy? Is there any advantage to including a cap (or floor)? Can the City establish requirements on this?

Response: There is no legal or policy cap on the amount of renewable energy that the aggregation program can procure. There is a state mandate for the minimum amount of renewable energy that must be provided for each customer. Through the aggregation program, the City has the ability to require a certain additional amount of renewable energy in the electricity products it offers. The Office of

Sustainability has recommended providing options rather than a single mandate to give consumers options on their renewable energy content, as that meets the full range of program goals.

- x. Will this plan match demand for renewable energy? Will this spur the growth in future demand? Are there additional actions needed to achieve that?

Response: The targets for procuring additional renewable energy in the plan are designed to increase the voluntary demand for renewable energy. This is achieved primarily by establishing a standard electricity supply product with an estimated purchase of renewable energy certificates (RECs) of 10% additional renewable energy. The optional products that are estimated to include REC purchases of the equivalent of 50% and 100% of electricity usage have the potential to significantly increase demand and value for renewable energy generation, too. This program will have a significant impact on increasing demand for renewable energy, although demand could always be enhanced further through additional policy goals, particular at the state level.

#### COMMENTS ON OUTREACH & EDUCATION

- xi. I appreciate the extra outreach work that was done when the initial survey did not show representation of Providence's people. Now that we are moving towards implementation, how will you make sure that low-income families and minorities continue to have an opportunity to engage?

Response: The Office of Sustainability, working with their Consultant, Good Energy, will continue to engage the established community advisors to reach local groups that serve or are composed of those communities that are historically underrepresented and experience a greater share of the impact of the climate change crisis. These groups and associations will be included in on-going development and provided education materials to continue informing residents as to how their electricity system operates and the coming changes through the aggregation program.

- xii. What would communication look like to those who are currently under contract with a competitive supplier?

Response: Customers that have already chosen a competitive supplier will not be automatically enrolled. Should their supply contract terminate, reverting them to National Grid's Standard Offer service, they will be eligible for automatic enrollment in the program during the regular sweeps of new eligible customers. For the duration of the program, they may still learn about the program through regular marketing efforts via social media, traditional media, and other efforts as they are developed by the Program. Careful consideration will be made and support offered to those who may wish to switch from a competitive supplier to the aggregation program, to navigate the potential termination fees or other costs associated with leaving an existing supply contract.

- xiii. Is there a way for the program to provide tips to customers on how to save money and energy?

Response: The plan does not specifically include the use of resources to further existing energy efficiency programs or policy. The Office of Sustainability has considered the possibility of including this in future plan developments once the program has been established.

- xiv. Has there been consideration for pricing or revenue to support other programs such as energy efficiency?

Response: During the development there has been discussion as to the potential for the City to generate revenue through this program that could be allocated to energy efficiency, capital investment, and other socially beneficial programs. At this time, the decision was made not to further evaluate or pursue these goals until such time as the program is established.

#### OTHER COMMENTS

- xv. It is good to hear Providence is not the only City to have developed a CCA program. Has the team relied on national models to generate this plan and learn from the work of other communities?

Response: The Office of Sustainability has been in communication with peers in Massachusetts, which has many existing and successful CCA programs, and across the country. This communication and research has provided lessons and blueprints as to how to build a successful CCA program. Additionally, the consulting team chosen, Good Energy, has experience developing and implementing programs in Massachusetts, Rhode Island, Illinois, and New York.

- xvi. Is there a way to track health benefits of a CCA program?

Response: At this time there is no specific measurement of health impacts associated with this program. However, Good Energy and the Office of Sustainability are aware of and familiar with the general health impact studies associated with on-going use of fossil fuels to meet electricity demands. The replacement of a percentage of those fossil fuels with additional renewable energy through the aggregation plan can be extrapolated to have quantifiable positive health impacts through verified studies.

#### 6. Finalization of Plan

The finalized Plan will be presented to the City Council for approval on July 16, 2020.

#### 7. Submission of Final Plan to Public Utilities Commission

The Municipality will submit the plan to the Public Utilities Commission for regulatory approval within one month of Council approval.



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## ATTACHMENT 2: EDUCATION & OUTREACH PLAN DETAIL

### 2-I. PROGRAM OPERATIONS: IMPLEMENT PUBLIC EDUCATION CAMPAIGN

#### 2-I.A. INITIAL OUTREACH AND EDUCATION MECHANISMS

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

If any Program materials were to reference cost savings for any part of the program this would also include a notice that the Program cannot guarantee that it will provide consumers with prices lower than the distribution utility's Standard Offer Service rate over the full term of any supply contract entered into by the Municipality.

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

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

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

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

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

**Program Website:** All information regarding the Program will be posted on the Program's website, which is integrated with the City's website. The Program website will have links to the websites of National Grid, the Public Utilities Commission and the Competitive Supplier.

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

**2-I.B. CONSUMER NOTIFICATION LETTER**

The consumer notification letter will be sent via standard mail to the billing address of each Applicable Consumer on Standard Offer Service. The notification envelope will be clearly marked as containing time sensitive information related to the Program. The notification will contain a letter describing the Program as detailed in Section IV.B of the aggregation plan.

A sample consumer notification letter, reply card and envelope are included in **Attachment 3**.

**2-I.C. TIMELINE AND PRELIMINARY MARKETING PLAN**

The preliminary marketing plan identifies the steps the Program may take to inform the community about the Program using the initial education and outreach mechanisms and consumer notification letter. The schedule is designed to work towards the date when the consumer notification letters (CNL) will arrive in consumer mailboxes:

From estimated date Consumer Notification Letter arrives in consumer mailboxes		
Action	Days before	Days after
Website launch	60	Ongoing
Work with local media resources	60	30
Active social media outreach	30	30
In person presentations	30	30
Distribute marketing materials	30	30
Consumer help line	30	Ongoing
Mail post-card to all Applicable Consumers	15	
Consumer notification letter arrives to all Applicable Consumers	0	

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

*Translation:* The Program’s outreach will connect with both English and Spanish-speaking populations. Spanish-language versions will be produced and/or translations offered for education and outreach materials as appropriate.

**Consumer Website Launch**

- **CNL -60.** Once launched, website is maintained for the entire duration of program.
- **Website:** The Program will develop and manage an informational website with features that include program details, an online savings calculator and enrollment, opt-up and opt-out forms for the convenience of participants.

**Work with All Local Media Resources:**

- **CNL -60 through CNL +30**
- **Providence Journal:** As the City’s dominant news outlet, the *Providence Journal* will be

especially important in the dissemination of accurate and timely information about the aggregation program. As part of this targeted outreach, the Program will seek a meeting with the appropriate reporters, such as Environmental Reporter Alex Kuffner, to discuss featuring a story on the program and to set a good foundation for continued dialogue over the course of the Program.

- **Press Releases:** Develop press releases to send to:
  - Other outlets including Latino Public Radio’s website (<https://lprnoticias.com/>), Acontecer Latino (<https://acontecerlatino.com/>) and *Boston Globe*’s Rhode Island section
  - TV stations such as WSBE-TV (Rhode Island PBS), WPRI Channel 12 (CBS), WJAR 10 (NBC), WLNE 6 (ABC), WRIS-CW (Telemundo), and WNAC (FOX) ;
  - Radio stations: 89.3 FM (RI Public Radio), live stream Latino Public Radio (<https://lprnoticias.com/>), and 630AM & 92.3FM WPRO.

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

#### Set Up Consumer Help Line

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

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

- **CNL -30 through CNL +30:**
- **Social Media:** Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the Program’s dedicated website. In concert with the Municipality’s communication leads, develop a campaign of planned tweets and Facebook posts, timed to coincide with important milestones in order to keep ratepayers informed, particularly those that may not interact with traditional media on a regular basis. The Program will draft content and graphics to accompany the posts, to be posted by City staff on official accounts.

City social media accounts to use are:

- Official City accounts
  - Mayor’s Facebook: <https://www.facebook.com/MayorJorgeElorza/>
  - Mayor’s Twitter: @Jorge\_Elorza
  - Mayor’s Instagram: @mayorofpvd
  - Office of Sustainability’s Facebook: <https://www.facebook.com/sustainPVD>
  - Office of Sustainability’s Twitter: @Sustain\_PVD
- City website: <https://www.providenceri.gov/>
- Mayor’s email newsletter
- SustainPVD email newsletter
- Municipality will connect with “Local Groups” listed in “In-Person Presentations” to ask if they can use their social media platforms to promote awareness of the program, too.

The Program will monitor various channels, including Facebook and Twitter, for relevant conversations and questions about the program. The Program will also draft responses to comments

and questions and utilize social media as a critical tool in engaging with members of the community.

The Program will identify key social media influencers in the City, including lawmakers, advocates and reporters, and develop a spreadsheet of the social media handles/accounts and reach out to them to keep them informed about the aggregation program

- **In-person presentations**

- **Local Groups:** Connect with local groups and associations to see if City representatives can participate in an upcoming meeting or offer to host a dedicated event. Seek their assistance in identifying how to best connect with consumers with limited-English capabilities or disabilities that may prevent them from accessing Program information.

Examples of Providence-specific associations include:

- Providence Racial Environmental Justice Committee (and Green Justice Zones in Olneyville and south side of Providence near Port)
- Providence Environmental Sustainability Task Force
- Neighborhood Associations:
  - College Hill, Downtown,
  - Elmwood, Fox Point
  - Jewelry District
  - Mt. Hope Neighborhood Association
  - Olneyville, Reservoir Triangle
  - South Providence Neighborhood Association
  - Summit West Broadway Neighborhood Association
  - Washington Park Neighborhood Association
  - Wayland Square and WIC Program, etc.
  - Westbroadway Neighborhood Association
- AS220
- No LNG campaign
- Greater Providence Chamber of Commerce
- Hispanic Chamber of Commerce RI
- Hope Street Merchant Association
- Providence Public Schools Parent Advisory Council (PAC)

Examples of Rhode Island groups that have Providence members or affiliations include:

- Environment Council of Rhode Island members
- Climate Action Rhode Island (CARI)
- Latino Policy Institute at Roger Williams University
- Direct Action for Rights and Equality
- George Wiley Center
- RI Center for Justice
- RI Association of Community Action Agencies
- Health Equity Zone (HEZ)

- Millennial RI
  - HousingWorks RI at Roger Williams University
  - Homes RI
  - United Way of Rhode Island
- **City Council Meetings:** Present or provide materials for the Council meetings and any constituent meetings Council members may host.
- **Distribute flyers and collateral:** Many groups may have a natural interest in promoting awareness about the Program and can be provided with electronic and hard-copy materials with reference information for the Program.

Example groups include: Elected officials and all “Local Groups” listed above.

Distribute to key locations such as Public Libraries and City Offices.

#### **Mail Post-Card to All Applicable Consumers**

- **CNL -15**
- **Post card:** The Program will mail a postcard to all Applicable Consumers prior to the Consumer Notification Letter. The postcard establishes that there is a community-sponsored aggregation program and increases the likelihood that recipient engages with the more detailed Consumer Notification Letter.

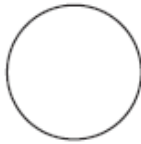
#### **Consumer Notification Letter Arrives in Mailboxes**

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

## **2-II. PROGRAM OPERATIONS: ONGOING OUTREACH AND EDUCATION**

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

### ATTACHMENT 3: CONSUMER NOTIFICATION LETTER, REPLY CARD & ENVELOPE



## Town of Your Town Community Electricity Aggregation Program

[Date - Georgia Bold]

Dear YourTown Electricity Customer,

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

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

— Jane Smith, YourTown Council President/Mayor

### YOURTOWN CEA GOALS



#### Price Stability

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



#### Local Renewable Energy

YourTown CEA's standard product includes 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

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



#### Electricity Choice

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

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

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

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

Call [SupplierName] at xxx-xxx-xxxx,

OR

Submit the Opt Out form online at xxxxxx.com

### YOURTOWN CEA OPTIONS

Standard Product:



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

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



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



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



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

## YOURTOWN CEA PRICING

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

## YOURTOWN CEA PARTICIPATION

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

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

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

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

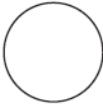
If you are receiving electricity supply from a competitive supplier and believe you have received this opt out letter in error, you must sign and return the enclosed opt out card. This will ensure you continue to receive your electricity from that competitive supplier and prevent any possible early termination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


**Tax-exempt small business customers** must provide a copy of their Energy Exemption Certificate directly to XXXXXXXXXXXX via email at XXXXXX@XXXXXXX, fax XXX-XXX-XXXX, or mail at XXXXX in order to maintain their tax exempt status.

## CUSTOMER SUPPORT & MORE INFORMATION

For more information:  
Visit YourTownCEA.com or call XXX-XXX-XXXX

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

	<b>YourTown</b> c/o [Supplier Name] [Supplier Address] [city][state], [XXXXX]
	<b>Current Resident Name</b> 1234 Main St YourTown, RI, 12345
<b>Phone:</b> Supplier Phone Number <b>Fax:</b> Supplier Fax number [supplier@email.com]	<b>CUSTOMER OPT OUT NOTIFICATION</b> <b>Do not discard! This is not a solicitation!</b> <b>Time-sensitive notice regarding electric supply rates on behalf of the YourTown.</b>
	<div style="border: 1px solid black; padding: 5px; text-align: center;">Presorted Standard <b>U.S. Postage Paid</b> XXXXX XXX</div>

<h3>Opt Out Reply Card</h3>  <p><b>YourTown</b> Community Electricity Aggregation Program</p> <p><b>Current Resident Name</b> 1234 Main St YourTown, RI, 12345</p> <p>X _____ Signature Date</p>	<p>If you wish to participate in the Community Electricity Aggregation (CEA) program, you do not need to take any action. You will be automatically enrolled.</p> <p><b>Opt Out Instructions</b> <b>If you do not want to participate:</b></p> <ol style="list-style-type: none"><li>1. Sign and date this card</li><li>2. Insert into postage pre-paid envelope</li><li>3. Mail envelope</li></ol> <p>The card must be signed by the customer of record whose name appears in the address on this card.</p> <p><b>The envelope must be mailed and postmarked on or before [month/date/year] to opt out of the program before automatic enrollment.</b></p>
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## ATTACHMENT 4: GOOD ENERGY SERVICES AGREEMENT

### SERVICES AGREEMENT

#### Professional Energy Consulting Services to a Governmental Aggregator

This Services Agreement ("Agreement") is made and entered into and effective on this 2nd day of March 2020 ("Effective Date") by and between the City of Providence ("City"), a Rhode Island municipality, with administrative offices located at 25 Dorrance Street, Providence, RI 02903, and Good Energy, L.P. ("Good Energy"), located at 232 Madison Avenue, Third Floor, New York, N.Y. 10016.

#### Recitals

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

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

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

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

#### Provisions

- I. **Performance of the Services.** Good Energy shall perform each of the following activities and services, including all services reasonably inferable from those listed below (collectively, the "Services") with reasonable care and in accordance with the best practices established for electrical aggregation program consulting services:
  - A. Provide the following services:
    1. Assist the City in the preparation of a community electricity aggregation plan (the "Plan") in consultation with the City, including the following issues, as applicable:
      - Overview of process and consequences of aggregation.
      - Classes of customers that may participate.
      - Program organizational structure.
      - Program operations.
      - Program funding.
      - Rate setting and cost allocation among participants.
      - Entering and terminating agreements.
      - Rights and responsibilities of program participants.
      - Extension or termination of program.
      - Renewable energy content and sourcing.

2. Assist the City with presenting the Plan to the community for comments, revising the Plan as needed, and presenting the Plan and the comments received to the City Council and other key decision-makers for review and/or approval;
3. Lead and assist with all required consultations and filings with the Rhode Island Public Utilities Commission in regard to the Plan;
4. Assist the City in the preparation, launch and on-going management of a community electricity aggregation program, consistent with its Plan as determined by the City;
5. Coordinate the provision of an agreement between the applicable public utility (“Electric Distribution Company” or “EDC,” as defined in R.I.G.L. § 39-1-2) and the City, if required, and coordinate and facilitate communications between the EDC and City, including the confidential exchange of customer information and other information between the EDC and the City;
6. Develop the contract terms and conditions for the Electric Service Agreement (“ESA”) between City and the recommended successful competitive supplier(s) and any required customer notifications consistent with the approved Plan. Assist with negotiations of an Electric Service Agreement with the selected licensed competitive supplier, to the extent permitted by law;
7. Provide City with information on electric power pricing, market trends and any other relevant information to support Good Energy’s recommendation for timing of Request for Proposals (“RFP”) for electric service. Prepare bid specifications and procure competitive bids from licensed, competitive suppliers for electric service. Assist in analysis of bids to determine most advantageous proposal based on price and other factors, with final decision of bid date and final selection of a competitive supplier(s) being decided by the City;
8. Engage expert partners to provide analysis of Class I Renewable Energy Credit (“REC”) market and assist City in determining how to source RECs for its default and optional products. Assist City, along with Good Energy’s expert partners, with development and implementation of strategies or programs to support the development of new clean energy resources which may include, but are not limited to, issuing bids for RECs, negotiating contracts with renewable energy brokers or developers, or developing contract terms and conditions for investments in renewable energy projects with renewable energy brokers and developers. Such assistance shall include identification of any regulatory requirements and preparation of any related regulatory filings or submissions;
9. Manage a comprehensive marketing, education and public outreach program for the launch and ongoing operation of the aggregation plan, at no cost to, and with approval of, the City;
10. Provide customer “opt-out” consulting services, including but not limited to preparation and management of opt-out notices to be sent to utility customers for the adoption of a municipal authorization of the proposed community electricity aggregation Program and of the customer’s right to decline to participate in the Program, determining the validity and accuracy of the eligible customer lists provided by the EDC, and supervision of all other notices and publications required to facilitate the adoption and operation of the Program;

11. Assist the City in the operation of its community electricity aggregation program, including conducting regular sweeps to offer program services to new or eligible customers; preparing and mailing of opt-out notices; and enrollment of new customers. To the extent possible, Good Energy will help to manage the relationship between the City and the competitive supplier and work to resolve any issues to ensure the efficient and effective operation of the community electricity aggregation plan;
  12. In the event any dispute arises under the ESA, Good Energy shall assist the City in assessing the dispute and responding to any claims consistent with the requirements of the ESA, including negotiating an amendment to the ESA, if warranted. If the City and Competitive Supplier are unable to resolve the matter and initiate formal dispute resolution provisions or seek other legal remedies, Good Energy will provide technical assistance to the City. City acknowledges that Good Energy is not a party to the ESA and that it will be the responsibility of the City to retain independent legal representation in the event of a formal dispute or litigation;
  13. Monitor developments in the wholesale markets and pricing trends and assist in development of a competitive market for energy supply, including providing marketing and education to attract new wholesale suppliers for community electricity aggregation programs;
  14. Assist City with the development of an opt-up or green-up program to educate consumers and encourage program participants to elect optional products to support the development of new clean energy resources, and work with City and expert partners to develop new, innovative green-up products; and
  15. Provide access for a designated Municipal official to Good Energy's data portal to measure program performance. Produce annual report on program performance including key metrics as determined by the City.
- B. Give prompt notice to City should Good Energy acquire knowledge of any fault or deficit in the Program or any nonconformance with the ESA.
  - C. Remit to City after the termination of this Agreement, all files and documents pertaining to the project that have been created, obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs and similar materials.
  - D. Comply with all statutes, ordinances, laws, rules and regulations, which may be applicable to the services provided.
  - E. Good Energy shall not subcontract any Services to any person or entity that is not named in this Agreement without the advance written consent of City, which consent shall not be unreasonably withheld. Any subcontractors shall be experienced and qualified and, to the extent required by law, licensed. In the event the Services of a sub-consultant are approved, Good Energy shall submit copies of any and all licenses and registrations to the City. Notwithstanding the foregoing, any approval or lack of objection of the City to any sub-consultant shall not relieve Good Energy of its responsibility for all Services.

**II. Obligations of City.**

City shall:

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

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

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

**V. Relationship of the Parties.** The parties acknowledge and agree that Good Energy is an independent contractor and is not an agent or employee of City. Neither Good Energy nor any of its officers, agents, employees, representatives or subcontractors shall be considered an employee, direct or indirect, of the City within the meaning of any federal, state or local law or regulation, including but not limited to, laws or regulations covering unemployment insurance, workers

compensation, industrial accidents, employee rights and benefits, wages and taxes. Nothing in this Agreement shall be construed to create a relationship between Good Energy and City of a partnership, association, or joint venture.

**VI. Indemnification.**

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

**VII. Insurance.**

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

**VIII. Right to Audit.**

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

**IX. Taxes and Certifications.**

- A. Good Energy is subject to and responsible for all applicable federal, state, and local taxes.
- B. City represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Good Energy upon written request.
- C. Good Energy has the following federal identification number for income tax purposes: 43-2003973.

**X. Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment, which consent shall not be unreasonably withheld.

**XI. Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to its subject matter and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by the duly authorized representatives of both parties in accordance with the laws of the State of Rhode Island and Providence Plantations.

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

**XIII. Confidential and Proprietary Information.**

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

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

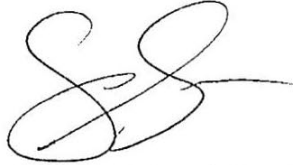


IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY OF PROVIDENCE**

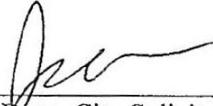
By its MAYOR,

Signature:



\_\_\_\_\_  
Jorge O. Elorza

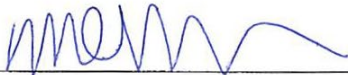
Approved as to form and correctness:



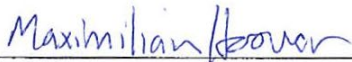
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Jeffrey Dana, City Solicitor

**GOOD ENERGY, L.P.**

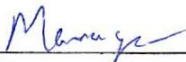
By: Good Offices Technology Partners, LLC



\_\_\_\_\_  
Signature



\_\_\_\_\_  
Printed Name



\_\_\_\_\_  
Title

**ATTACHMENT 5: WRITTEN PUBLIC COMMENTS**

From: Ethan Gyles <ethangy@gmail.com>  
Sent: Wednesday, July 15, 2020 11:30 AM  
To: PVD, Sustain <SustainPVD@providenceri.gov>  
Subject: Draft CCA plan - public comment

Good morning,

I fully support Providence pursuing a community aggregation plan for green energy. Thank you for the work put into drafting!

I think the draft is headed in the right direction, but the default option could use some strengthening.

I'd like it to remain 10% above RES, as it's drafted now—but NOT hinge on being at/below NGrid's standard offer. That will gut it. We know from other cities that most folks will stick with the default. If costs become a concern folks can opt to the "basic" option with NGrid standard offer parity. Let's not hobble the default by tying it to NGrid standard offer rates.

So, in short, I ask that the default language about NGrid cost parity be stripped out and it be a pure "10% over RES."

Thank you,

Ethan Gyles  
76 Hillside Ave.  
Providence



**Memorandum**

**From:** Seth Handy

**To:** City of Providence

**Date:** July 15, 2020

**Regarding:** City of Providence Community Aggregation Plan

I am an attorney that lives and works in Providence. I principally work on breaking down barriers to the new energy economy that promises us all greater energy security, lower energy costs and better environmental conditions, as outlined by the extensive research and stakeholder input culminating in RI's Energy Plan (Energy 2035). Here are my comments on the City of Providence Community Aggregation Plan, as requested. Bolded numbers are page references to the Plan.

1) **Time to comment:** The requirement to provide comments by July 15 has not allowed adequate time for full consideration of the Plan and preparation of these comments.

2) **Electric Supply Products**

(4) "Standard Product" - to require the default product to be price competitive with the standard offer defeats much of the intent of the program. Please refer to the RI cost benefit test outlined comprehensively in PUC docket 4600 ([http://www.ripuc.ri.gov/eventsactions/docket/4600-WGReport\\_4-5-17.pdf](http://www.ripuc.ri.gov/eventsactions/docket/4600-WGReport_4-5-17.pdf)). Price today is not the proper indication of value. Valuation requires full consideration of the short and long term costs and benefits to customers, the electric system and society. It's clear that requiring locally sourced renewable energy to be cost competitive with the standard offer leaves many values unaccounted for. As just one example, local distributed generation of renewable energy reduces reliance on our regional transmission system which is a large driver of our high energy costs in the northeast. If pricing criteria do not account for that value, the value will not be realized. Many cost/benefit studies demonstrate that locally sourced renewable energy drives the costs of electricity down (see e.g., "Materials" listed here - <http://www.ripuc.ri.gov/eventsactions/docket/4600page.html>). To hamstring all of that cost suppressing value by requiring it to compete on price at the outset defeats an important purpose of the program and RI's Energy Plan – to drive down our energy costs. Please provide default pricing criteria that better reflect net cost/benefit product value.

- "Locally Green"

- Relying exclusively on the RES goals and renewable energy credits (RECs) to provide "locally green" value is somewhat misleading. RECs registered through the NE-GIS can come from projects developed across the region. While such flexibility might be important for the procurement of lowest possible cost (per price today) renewables, it also leaves much of the value of truly "local" renewables on the table. Again, for example, local

distributed generation reduces reliance on the very costly and environmentally disruptive transmission system, one of the many values that ought to be properly accounted for. So, while the RES and RECs may be the only practical way to track and implement these “local green” electric supply products, please consider augmenting that with an element that provides incentive for more locally sourced renewables. The more self-reliant we are in sourcing our supply of electricity the better off we will be.

- Why are the specific goals for these products still “to be determined”? What more information do you expect to gather in order to inform the public of the criteria for these products? Will there be a supplemental opportunity to comment on that resolution?
- (5) Request for Proposal:
  - This section alternatively speaks of a single contract for power supply or contracts in plural. There are significant implications in that decision that ought to be aired and clarified now. For example, while it may be economically attractive to supply all of the electricity for this program from one utility scale project (e.g., an offshore wind project), it’s likely that any such procurement will leave the considerable value of sourcing with local distributed generation on the table. This suggests the need for flexibility to have more than one supplier and bid evaluation criteria based on more values than just the competitiveness of the current bid price.
  - How does a “Buying Group” work if the City ultimately can opt out of participation in the group? Isn’t the principal benefit of such a buying group the negotiating leverage arising out of the scale of the offer to purchase? If those participating in the group can simply walk away from the deal that is ultimately negotiated isn’t the effectiveness of the group approach effectively neutralized?

Thank you for the opportunity to comment and your consideration of these comments. If given more time, I might have more opportunity to consider the plan and offer more comments on it.

Dear Providence Sustainability Department,

Following are my comments on the draft Community Aggregation Plan. I very much support Providence forming a CCA, but I think the city needs to be clear on what it is trying to do and not waver in its conviction.

Climate change is an unparalleled emergency. Rhode Island has already warmed by 3 degrees Fahrenheit over the last century, twice as fast as the rest of the nation.<sup>[1]</sup> This poses threats to not only our environment, but human health, food systems and our economy—and particularly Rhode Island's fisheries.

As the parent of a young child, this concerns me deeply. It is imperative that we act to mitigate the danger that we face, and nowhere is this easier and more direct than cleaning up our electricity supply.

I have studied and written about renewable energy every day for last decade as a journalist and editor, and in reviewing this plan I have consulted with national experts on community choice aggregation (CCA) as well as CEOs of CCAs.

What I have learned, over and over, is that the level of ambition in the default electricity supply option is among the most critical considerations, as most consumers will take the default and will not opt out. Given the current details of the default option, this plan risks sacrificing the goal of a rapid move to renewable energy with a somewhat arbitrary and potentially limiting requirement that this be done more cheaply than National Grid's supply.

Renewable energy has become very inexpensive in much of the United States, but for a variety of factors costs for both wind and solar are higher in New England than elsewhere. These include a more limited wind and solar resource, higher labor costs, and greater land acquisition, tax, and interconnection costs. As such, while California CCAs may be able to procure wind and solar more cheaply than the default supply of the local utility, this may or may not be the case for a Providence CCA.

It is notable here that the price of an electricity contract does not capture the full value of what is being provided, particularly for local renewable energy. Not only do local wind and solar provide job benefits, but they lessen the use of and wear on the bulk transmission system. This saves electricity consumers money, but this is not reflected in that price.

The concerns of low-income electricity consumers are real. However, low rates should be tailored according to the needs of low-income customers rather than applied as a constraint across the whole CCA operation. National Grid probably already has a rate discount program for eligible customers, and this new CCA could extend the same program.

Additionally, if this CCA increases its cap on rates, this could open up space for additional revenues that could be used to provide services to assist low-income customers like weatherization, energy efficiency, and community solar. This is something that other CCAs, including East Bay Community Energy in California, have done.

I have not seen any proposals for such programs in this draft CCA, and I think this is an area for improvement.

But most essentially, I would recommend that the default option be more aggressive in terms of acquiring renewable energy, but limit rate increases to a percentage (say 3%) higher than National Grid's cost. This could give the plan the flexibility to procure more renewables and provide services for low-income and struggling residents, while still keeping control of electric rates for the rest of the city.

To put this in perspective, the average monthly electric bill in Providence in 2018 was \$121. If electricity bills were allowed to rise 3%, this would equate to the cost of a big mac or two cups of coffee per month.

Of course, it is possible that prices will come in lower and that the city can save money and rapidly move to renewables. But for the sake of our children, we should leave ourselves the flexibility to move more quickly, and to be more innovative in serving our community.

Thank you for your time.

Christian Roselund  
842 Hope Street Apt 3  
Providence, RI, 02906

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<sup>[1]</sup> U.S. Environmental Protection Agency;  
<https://19january2017snapshot.epa.gov/sites/production/files/2016-09/documents/climate-change-ri.pdf>

What makes me excited about this program is that we are making change to create better environmental living conditions. This will make a positive impact because it will slow down the pollution in the air. What is in the air directly impacts our health and if we want to have better health outcomes in Providence, Providence needs to move forward with this.

Warm regards,

Nancy Xiong (She, Her, Hers)

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On Wed, Jul 15, 2020 at 5:05 PM Kai Nunnally <nunnally.kai@gmail.com> wrote:

Hello, Mr. Roche,

I hope the hearing goes well! I won't be able to make it but I still wanted to give a statement so I wrote a few words down:

I believe the Providence CCA Plan will be greatly beneficial to Rhode Island as well as it's citizens. From the results we saw, we could tell that many people in RI we're in favor of this plan and were willing to adapt greener energy policies and bulk energy. I'm glad to see my state is making these changes.

Thank You, Kai Nunnally

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July 15, 2020

Environmental Sustainability Task Force and Providence City Council  
RE: Draft Plan for Community Choice Aggregation

I am writing as Chair of the Rhode Island Chapter of Sierra Club, and on the Chapter's behalf would like to offer my support of and encouragement to pass the Draft Plan for Community Choice Aggregation. It is the mission of our Chapter to take bold action to address climate change and support the communities and environments most impacted by the extraction, processing, transportation and combustion of fossil fuels. As is the case throughout the country, in Providence, that impact is felt disproportionately by our black, brown and indigenous neighbors and in their communities. This Plan is a step in the right direction and part of the action required to improve equity, combat climate change, and increase the quantity and affordability of renewable energy. It is a flexible plan that can provide consumers with up to 100% renewable energy while also providing additional options for people to optimize potential savings, and while facilitated by the Office of Sustainability, maintains Council oversight and options for consumers to opt-out. Our Chapter of Sierra Club is delighted to support a plan that offers flexibility, savings and a significant increase in available renewable energy and look forward to its implementation.

Aaron Jaehnig  
Chapter Chair  
RI Sierra Club

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City of Providence

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

RI PUC Docket No. \_\_\_\_\_

Submitted to:

Rhode Island Public Utilities Commission



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DIRECT TESTIMONY OF LEAH BAMBERGER

1  
2  
3 **Q. Ms. Bamberger, please state your name and business address.**

4 A. Leah Bamberger. I work at Providence City Hall, 25 Dorrance Street, Providence, Rhode  
5 Island 02903.

6  
7 **Q. Please describe your position at the City of Providence.**

8 A. I am the Director of the Office of Sustainability for the City. The Office of Sustainability  
9 works to provide a better quality of life for all residents while maintaining nature's ability to  
10 function over time by minimizing waste, preventing pollution, promoting efficiency and  
11 developing local resources to revitalize the local economy. This office is also tasked with  
12 reducing energy consumption in city-owned facilities, to cost-effectively lower utility operating  
13 costs, and to ensure occupant comfort and safety in city facilities.

14  
15 **Q. What is the Municipality requesting in this proceeding?**

16 A. The City of Providence is requesting that the Commission approve its Community Choice  
17 Aggregation Plan as submitted.

18  
19 **Q. What is the purpose of your testimony?**

20 A. The purpose of this testimony is to provide the Commission with additional details and  
21 context as to the process by which the aggregation plan was developed, and the City's goals in  
22 pursuing the implementation of this plan.

23  
24 **Q. What was your office's role in the authorization of this aggregation plan?**

25 A. The Office of Sustainability conducted initial research into the potential value of a community  
26 aggregation plan for the City. It was included in the recently released Climate Justice Plan as a  
27 core tool to address climate change and further the City's pursuit of Energy Democracy. The  
28 concept was reviewed and endorsed by the City's Environmental and Sustainability Task Force.  
29 This office then worked with members of the Providence City Council to draft and propose the

1 authorizing resolution for the creation of this plan. After the resolution was proposed, it was  
2 referred the to the Committee on Ordinances, where, in conjunction with other community  
3 members and advocates, I provided direct testimony in support of creating this plan. The  
4 Ordinances Committee referred the resolution to the full Council. The full Council approved the  
5 resolution directing the Office of Sustainability to research, develop and implement a  
6 Community Choice Aggregation Plan.

7  
8 **Q. What action was taken following passage of the authorizing resolution?**

9 A. In order to fulfill the purpose of the resolution, the City issued a Request for Proposals from  
10 interested consultants that could provide support in the development, drafting, and public  
11 outreach efforts necessary to bring a draft plan back to the Council for approval. We issued the  
12 RFP in the fall of 2019 and received two bids. Based on the responses received, this Office  
13 recommended to the Providence Board of Contract and Supply to accept the bid of Good Energy,  
14 L.P., whom we determined to be best equipped for us to successfully generate and implement a  
15 program.

16  
17 **Q. Did you collaborate with other municipalities in the choosing of a consultant?**

18 A. Yes. The RFP for a consultant was developed in coordination with representatives of Central  
19 Falls, Barrington and South Kingstown. Each community was also invited to participate in  
20 consultant interviews. There was no formal agreement to choose the same consultant, and this  
21 office sought to provide a general benefit for all of our sister communities by making all  
22 documents associated with the RFP available to any community seeking to develop an  
23 aggregation plan.

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

27 A. After initial planning and consulting meetings with Good Energy, we generated a plan to  
28 include public outreach and education as part of the plan development, in order to further our  
29 mission of connecting Providence residents with how our electricity system works. Additionally,

1 the decisions around what type of electricity products would be offered as part of the aggregation  
2 plan should be centered in our environmental justice communities, consistent with our Climate  
3 Justice Plan. While this survey was conducted, this office worked with Good Energy to draft the  
4 rest of the plan, consistent with work that was being done in other Rhode Island communities  
5 and adapting best practices learned from other aggregation programs in operation in  
6 Massachusetts and other states.

7  
8 An initial draft of the plan, with placeholder language for supply options and outreach efforts  
9 currently being surveyed in the community, was reviewed by the Providence Law Department to  
10 ensure that it was consistent with City ordinance and the state law. The Law Department  
11 provided comments which were incorporated into the final plan and summarized for the City  
12 Council members who continued to be engaged in the program's development.

13  
14 The draft plan was finalized following the close of the survey and discussion with the  
15 Community Advisors. After we got through all the necessary sign offs from the City Clerk, Law  
16 Department, and City Council staff, the plan was published on our website and a public hearing  
17 was noticed in the Providence Journal and other channels of communication available to the  
18 City.

19  
20 **Q. What was the extent of public engagement in advance of the public hearing on July 15?**

21 A. We worked with Good Energy to develop a community survey and a series of educational  
22 videos describing the purpose and goals of aggregation along with how it works. At the same  
23 time, we identified and on-boarded 12 Community Advisors who would help edit and distribute  
24 these surveys as a way to build greater awareness in critical communities. These Community  
25 Advisors represented Providence's diverse communities and helped ensure that the content  
26 would be accessible to constituents. The first draft of the survey and videos was shared with the  
27 advisors on May 11, 2020 with a final version released as part of the SustainPVD virtual fair on  
28 May 22. This survey was initially open through June 10 when results were shared with the  
29 Community Advisors. The Advisors believe that with there was underrepresentation of low-

1 income communities and insufficient geographic diversity in the survey and requested that it be  
2 kept live through June 24 with a direction to conduct more targeted outreach. This additional  
3 time brought the number of survey responses to 168; a summary of results is included in the full  
4 plan.

5  
6 While this outreach was used to inform the substance of the plan, it also built a network of  
7 interested and engaged individuals throughout the City. This network, in addition to outreach  
8 through more traditional channels of community outreach, was directly informed of the July 15  
9 public hearing. We had notice of the public hearing published twice in the Providence Journal,  
10 highlighted on our website, and through paid social media ads to reach City residents through a  
11 variety of channels, knowing that mere newspaper publication is wholly inadequate to inform the  
12 diversity of communities in Providence.

13  
14 **Q. Were there any public comments received in advance of or during the public hearing?**

15 A. Yes. Attachment 5 of the Aggregation Plan reproduces each of the public comments received  
16 in advance, responses to which are included as part of Attachment 1.

17  
18 **Q. Based upon these comments, were there any substantive changes made to the**  
19 **aggregation plan?**

20 A. No. Without repeating the full suite of comments and responses included in the plan itself, the  
21 comments were consistently positive towards the adoption of an aggregation plan. The primary  
22 criticism was the desire for the plan to be more aggressive in the use of renewable energy in the  
23 default electricity supply option. There has not yet been a final determination on the amount of  
24 renewables to be included in the default supply option, and the City, by approving the plan as  
25 drafted, maintains that it is seeking to balance cost savings with renewable energy content such  
26 that the average participant will be able to achieve some cost savings while increasing the  
27 amount of renewable energy in their supply mix.

28

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

3 A. Consistent with the authorizing resolution, the Office of Sustainability has primary  
4 responsibility for the management and oversight of any future aggregation program, while the  
5 Council retains its sole authority to amend, alter or terminate a program. This office will meet  
6 regularly with our consultant, who is generally responsible for the day-to-day operations of the  
7 program including, but not limited to, management of the supply procurement process,  
8 developing and implementing the public education plan, interacting with National Grid, and on-  
9 going monitoring of the supply contract(s). The Office of Sustainability will seek input from the  
10 Environmental and Sustainability Task Force to maintain public engagement with the program,  
11 evaluate its overall performance, and make recommendation to the Council regarding any  
12 potential program amendments or modifications. Reports shall be made to the Council no less  
13 than once per year or whenever otherwise requested.

14

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

16 A. Yes.

---

DIRECT TESTIMONY OF PHILIP CARR

1  
2  
3 **Q. Mr. Carr, please state your name and business address.**

4 A. My name is Philip Carr and my business address is 17 High Street, Norwalk, CT 06851.  
5

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

7 A. I am currently employed by Good Energy, L.P. in the role of Director, Energy Sales.  
8

9 **Q. Please describe your present responsibilities**

10 A. I serve as the New England Director for Good Energy, L.P., a national energy consulting firm  
11 which provides advice on energy procurement throughout U.S. deregulated markets. In this role,  
12 I oversee all of our Community Electricity Aggregation operations, including our 41 active  
13 aggregation programs in Massachusetts and our developing programs in Rhode Island.  
14

15 **Q. Please describe your education and professional background.**

16 A. I have over a decade of experience in competitive electricity markets. Over the past five  
17 years, I have led the launch and management of all of our Massachusetts aggregation programs.  
18 This includes participation in aggregation plan development, bidding strategy and execution, and  
19 on-going client and data management. Our approach has resulted in a 100% renewal rate for our  
20 New England clients. Prior to working in the New England market, I also participated in the  
21 development of over 100 aggregation programs in Illinois and I continue to assist those  
22 communities with renewal efforts for their programs. I was educated in the United Kingdom and  
23 graduated from Durham University and the Royal Military Academy Sandhurst.  
24

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

26 A. The purpose of my testimony is to provide information and context regarding the structure  
27 and operations of community aggregation programs and to demonstrate that the City's plan  
28 meets the statutory requirements of R.I. Gen. Laws § 39-3-1.2 (the "Act").  
29

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

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

14

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

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

24

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

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

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

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

8

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

10       A. The City of Providence has selected Good Energy as its aggregation consultant to manage the  
11       day-to-day operations of the program. These responsibilities include working with the  
12       competitive supplier in processing opt-out requests, transitioning new accounts into the program,  
13       responding to customer questions, and data processing and reporting. Good Energy also has  
14       primary responsibility for monitoring the competitive supplier and administration of the  
15       Electricity Services Agreement (“ESA”). We will work closely with the Mayor and their staff as  
16       appropriate, including the Director of Planning. In addition to reporting no less than annually to  
17       the City Council, the Director of Sustainability may make recommendations on the amendment  
18       or other alteration of the program to the Council. Ultimately, any decision to extend contracts,  
19       alter the program, rebid the supply contract, or terminate the program will rest with the Council.

20

21       **Q. What are the key operational components of the program?**

22       A. Following the approval of the plan, the program shall implement operational steps that  
23       include, (a) issuing a Request for Bids (“RFB”) for power supply and selecting a competitive  
24       supplier, (b) implementing a public information program, including a 30-day opt-out period, and  
25       (c) enrolling consumers and provide electric supply service, including quarterly notifications  
26       disclosing the content of the power supply. The implementation of an aggregation program  
27       requires extensive interaction between the Municipality, the Competitive Supplier, and National  
28       Grid. More detail on each of these steps is described in Section IV of the plan.

29



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1 **Q. How will the City of Providence go about choosing a supplier under this program?**

2 A. Good Energy will assess market conditions and advise the City on a recommended date to  
3 solicit bids. Good Energy will issue a Request for Bids, specifying the terms and conditions of  
4 the solicitation and requesting bids for specified products and a number of contract terms (e.g. 1,  
5 2 or 3 years). In advance of the day bids are due (“bid day”), Good Energy will solicit indicative  
6 pricing on All-Requirements electricity supply and any additional renewable energy. This  
7 information will be used by the City and Good Energy to identify the optimal amount of  
8 additional renewable energy to include in the default and optional product offerings. On bid day,  
9 the City will review the submitted bids to provide All-Requirements electricity supply, including  
10 any additional renewable energy, and the representative of the City shall choose a supplier and  
11 contract term that is consistent with the Council’s direction. As bid prices are only effective for  
12 generally a two (2) hour window, on bid day the City shall select its supplier and sign its ESA  
13 with the supplier of choice for the chosen contract length and per kilowatt hour rate.  
14

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

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

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

28 A. The plan as submitted includes a timeline for education and awareness leading up to the  
29 program launch. It begins with broad based efforts that promote awareness to all residents and

---

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

12

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

22

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

25 A. Yes. This filing was provided to National Grid in electronic format at the same time as being  
26 filed with the Public Utilities Commission.

27

28 **Q. Does that conclude your testimony?**

29 A. Yes.