Community Choice Aggregation Program

Presented to:
Cumberland, RI

Presented by:

FREEDOM
energy logistics™

FREEDOM energy logistics™

Freedom Energy Overview



Founded in 2006

With over 15 years of industry expertise, our team offers a comprehensive portfolio of energy supply and renewable energy solutions.

Locations

Headquartered in Auburn, NH, with an office in Westborough, MA, and a widespread network of remote professionals covering various territories.

Partnering with an Energy Advisory

Working with an energy advisory provides valuable insights and guidance, helping you navigate the complex energy market to optimize your energy strategy.

Business Excellence NH Business Review Awards 2018

BBB Torch Awards for Ethics

America's Fastest-Growing Inc. 5000 Private Companies

Community Choice Aggregation

FREEDOM energy logistics™

- Freedom Energy has a Specialized Energy & Sustainability Municipal Program Team
- We currently serve more than 100 municipals throughout the Northeast

CCA Clients	Westerly	Salem	Hampton	Londonderry	Laconia	Merrimack	Lincoln
Town of Foxborough	City of Cambridge	Town of North Hampton	Town of Seekonk	City of Newton	Town of Uxbridge	Town of Norwood	
Town of Hopedale	Town of Westerly	Town of Tyngsborough	Town of Marblehead	Salem Water Supply Board & City of Salem	South Essex Sewage District	Lynn Water and Sewer District	
Dedham-Westwood Water and Sewer District	Watertown Housing Authority	Brookline Housing Authority	Franklin County Regional Housing & Redevelopment Authority	Town of Adams	City of Beverly	Town of Merrimack	
City of Lynn	Town of Needham	City of Watertown	City of Framingham	City of North Adams	Town of Ashland	Town of Auburn	
Town of Chelmsford	Town of Lexington	Town of Wrentham	Town of Brookline	Town of Burlington	Town of Walpole	Town of Sharon	

What is a Community Choice Aggregation Program?

- A CCA Program is organized by a municipality pursuant to RI law to provide electricity supply and energy related services to electric consumers within the community.
- The Program is an optional buying group which solicits and signs electricity supply contracts for all “Eligible Consumers.”
- Eligible Consumers are residential and business consumers currently receiving last resort service from Rhode Island Energy.
- Eligible Consumers will be mailed notifications ~30 days prior to launch and are automatically enrolled in the Program, unless they opt-out.
- Consumers currently under contract directly with third-party suppliers will not be enrolled in the program, though they may opt-in later.

Benefits of Community Choice Aggregation

- **Choice:** An attractive alternative to utility last resort rates and third-party supply.
- **Leverage:** Community buying power; larger buying group attracts robust participation from leading suppliers
- **Price Stability:** Ability to secure long-term rates and avoid market price volatility
- **Optionality:**
  - Opt-out anytime without penalty
  - Opt-in at a later time
- **Public Oversight:** Electricity supplier and consultant accountable to town officials
- **Local Control:** Operate program based on community priorities and preferences
- **Product Options:**
  - Define a standard product
  - Offer one or more other opt-in products, e.g., greater renewable power content
  - Program offerings may change over time as new market opportunities develop
- **Self-funded:**
  - No burden on municipal staff or local budgets
  - No costs imposed on non-participating consumers
  - Program administration outsourced to town consultant

Important Elements

- **Choice –** Consumers may:
  - Opt-out of the Program and continue receiving supply from RI Energy
  - Leave subsequent to launch without penalty
  - Opt into the Program after initial launch
- **Who keeps my lights on?** RI Energy will continue to be responsible for maintaining service to your home; if you lose power, you still contact your utility
- **Billing –** You will continue to receive a single bill from your utility; the only change is a separate line item for Program supply replacing utility default service
- **Customer Service – who do I contact?**
  - **RI Energy:** power outage, metering, billing, payments, start/stop service
  - **Program consultant:** issues regarding opting in or opting out
- **Utility Services –** Utility services unaffected (budget billing, electronic payment, payment arrangements, energy assistance, energy efficiency programs)
- **Are Savings Guaranteed?** The goal is to deliver savings over the life of the Program compared to utility last resort service. However, such savings and future savings cannot be guaranteed

Plan Development and Approval Process

(illustrative dates in italic)

- **Town Council votes to adopt municipal aggregation option** (*Nov 2024*)
- **Freedom Energy prepares CCA Program Plan** ("Plan") in accordance with state statute and rules of the RI Public Utilities Commission ("PUC") (*Nov2024*)
- **Town Council approves Plan** (*Dec2024/Jan2025*)
- **Freedom Energy files Plan with PUC for review & approval** (*Jan2025*)
- **PUC approves Plan** (*Apr2025*)
- **Program launch** (*Q3 2025, or when market conditions are favorable*)

Thank You

Bart Fromuth, CEO

Freedom Energy Logistics
5 Dartmouth Drive
Auburn, NH 03032
603-625-2244
Bart.Fromuth@felpower.com
Felpower.com

RESOLUTION AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT WITH COLONIAL POWER GROUP, INC. FOR PROFESSIONAL SERVICES RELATED TO THE DEVELOPMENT AND IMPLEMENTATION OF A COMMUNITY CHOICE AGGREGATION PROGRAM

WHEREAS, the Town of Westerly is aware of a Community Choice Aggregation Program to aggregate the electrical load of electricity customers, and,

WHEREAS, the concept was introduced to the Westerly Town Council during a presentation on July 24, 2023, at which time the Council requested a request for proposal (RFP) be developed and advertised, and

WHEREAS, the request for proposal (RFP) was developed and advertised, responses were received and evaluated, and Colonial Power Group, Inc. was identified as receiving the highest tabulated score, and

WHEREAS, the proposal from Colonial Power Group, Inc. identified the development of a complete plan and services that will prioritize cost stability for customers at no cost to the Town or customers, now therefore, be it hereby

RESOLVED: That the Westerly Town Council hereby authorizes the Town Manager to enter into a contract with Colonial Power Group, Inc. for professional services related to the development and implementation of a Community Choice Aggregation Program.

ADOPTED: March 18, 2024

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

TOWN OF WESTERLY, RI
OFFICE OF TOWN CLERK

PROFESSIONAL SERVICES/CONSULTING AGREEMENT

FEB 29 2024

RECEIVED
Mary L. LeBlanc, MMC
Town Clerk

Contract/PO Number: 24-37

Resolution Number:

THIS CONSULTING AGREEMENT made effective as of the 17th day of January 2024 by and between **TOWN OF WESTERLY/WESTERLY PUBLIC SCHOOLS**. (the "TOWN/SCHOOLS") and Colonial Power Group, Inc. (the "Consultant").

1. **Engagement.** THE TOWN/SCHOOLS hereby engage the Consultant as a consultant to perform the Services (as defined herein) subject to the terms and conditions of this Agreement, and the Consultant hereby accepts such engagement for and in consideration of the compensation hereinafter provided. The Consultant shall perform its obligations hereunder in compliance with the terms of this Agreement and any and all applicable laws and regulations. The Consultant acknowledges that THE TOWN/SCHOOLS retains the right to appoint additional consultants as THE TOWN/SCHOOLS, in its sole and unrestricted judgment, may from time to time determine to be in the best interests of THE TOWN/SCHOOLS without liability or obligation to the Consultant. THE TOWN/SCHOOLS make no representation or warranty as to the aggregate compensation payable hereunder or the number or scope of projects for which it may engage the Consultant.

2. **Services.**

a. **Statements of Work.** The Consultant agrees to render services and prepare such deliverables as described in the numbered statements of work executed under this Agreement (each, a "Statement of Work"). Each Statement of Work constitutes a separate and independent contract of the Consultant which incorporates the terms and conditions of this Agreement. The tasks to be performed and the deliveries to be made by the Consultant pursuant to each Statement of Work are hereinafter collectively referred to as the "Services." The Consultant advises and THE TOWN/SCHOOLS acknowledge that, for the purposes of this Agreement, Freedom Energy Logistics, having its principal place of business at 5 Dartmouth Drive, Auburn, NH 03032, will be operating as a subcontractor to Consultant and shall assist Consultant to provide the Services detailed herein. The Consultant shall advise THE TOWN/SCHOOLS in writing which of its employees and employees of Freedom Energy Logistics will be responsible for the provision of the Services subject to the approval of THE TOWN/SCHOOLS, which approval shall not be withheld unreasonably (the "Designees"). The Services shall be performed in accordance with the time schedule indicated in the respective Statement of Work. Time is of the essence in the performance of this Agreement and the Services hereunder.

b. **Benefits.** The Consultant shall be responsible for all employee benefits and compensation and employment taxes with respect to its employees and agents. The Consultant shall indemnify, defend and hold harmless THE TOWN/SCHOOLS and its affiliates, directors, officers, employees, agents and representatives and assigns of each, from and against all claims, suits, liabilities, costs and expenses arising under the preceding sentence, including, without limitation, attorneys' fees and expenses, assessments for withholding and similar taxes, claims for benefits and any similar claims by or with respect to such employees. In no event, shall an employee or agent of the Consultant be considered an employee or agent of THE TOWN/SCHOOLS. Consultant agrees that in the event Consultant or Consultant's employees is {are} classified as an "employee(s)" by any governing authority, and THE TOWN/SCHOOLS becomes liable for any payments for insurance, penalties, or other charges, Consultant shall reimburse THE TOWN/SCHOOLS for any and all amounts charged against THE TOWN/SCHOOLS. The provisions of this Section 2(b) shall survive any termination of this Agreement.

c. **Licenses.** The Consultant is responsible for obtaining all licenses, certifications, registrations and authorizations necessary or advisable for the performance of the Services.

3. **Compensation.** As compensation for the performance of the Services, THE TOWN/SCHOOLS shall pay to the Consultant the amounts ("Fee") specified in the applicable Statement of Work. The Consultant will be responsible for all travel and other business related expenses within the Greater

Southern New England Area. Outside this area travel and business related expenses will be reimbursed by THE TOWN/SCHOOLS only upon prior written authorization by THE TOWN/SCHOOLS. Any such reimbursable expenses shall conform to the limitations, guidelines, reporting and approval procedures imposed by THE TOWN/SCHOOLS upon its employees. Unless otherwise provided herein, all federal, state and local taxes, the cost of all required permits, licenses, registrations, certifications and other fees applicable to the performance of Services by Consultant, its subcontractors, if allowed, and each Consultant employee are included in the Fee. THE TOWN/SCHOOLS shall pay Consultant the Fee in the manner provided in the Statement of Work.

4. Term. The term of this Agreement shall commence on the date hereof and shall continue for a period of three (3) years with option to extend for two (2) twelve (12) month terms at the Town's discretion. Notwithstanding the foregoing, this Agreement may be terminated (i) by either party at its convenience upon thirty (30) days written notice ("Early Termination") and (ii) by the non-defaulting party upon a breach or default of any material provision or obligation hereunder by, or upon the occurrence of an Insolvency Event with respect to, the other party, provided the party terminating this Agreement has, other than in connection with an Insolvency Event, first given the defaulting party 30 days written notice of such default or breach and such default or breach has not been remedied during such period to the reasonable satisfaction of the non-defaulting party ("Default Termination"). "Insolvency Event" shall mean the insolvency or general failure of a party to pay its debts as they become due; entrance of a party into receivership or any arrangement with creditors generally; filing of a voluntary or involuntary petition or other action or proceeding for bankruptcy or reorganization or dissolution or winding-up; a general assignment for the benefit of creditors; or a foreclosure or sale of a material part of a party's assets by or for the benefit of any creditor or governmental agency.

5. Limitations. In recognition of the Consultant's acknowledgment that the Services to be rendered to THE TOWN/SCHOOLS pursuant to this Agreement are of a special and unusual character which have a unique value to THE TOWN/SCHOOLS, loss of which cannot adequately be compensated by damages in any action at law; in view of the unique value to THE TOWN/SCHOOLS of the Services for which THE TOWN/SCHOOLS has engaged the Consultant and the confidential information to be obtained by or disclosed to the Consultant; and as a material inducement to THE TOWN/SCHOOLS to engage the Consultant, and to pay to the Consultant the compensation for such Services to be rendered to THE TOWN/SCHOOLS by the Consultant (it being understood and agreed by the parties hereto that all of the compensation paid to the Consultant in connection with this Agreement by THE TOWN/SCHOOLS shall also be paid and received in consideration hereof), Consultant covenants and agrees as follows:

a. No Representation. Consultant is not authorized and shall neither purport to act nor hold itself out as an agent, representative or partner of THE TOWN/SCHOOLS. Nothing in this Agreement shall be construed to give the Consultant authority to represent or act on behalf of THE TOWN/SCHOOLS in any manner with or before any person, party, court or governmental or regulatory agency without the express prior written authorization of THE TOWN/SCHOOLS.

b. Records and Ownership. All files, books, accounts, records, documents, notes, drawings, designs, lists, specifications, computer programs, data and other materials and information of any nature or copies of the foregoing, however recorded or stored, and related to THE TOWN/SCHOOLS (the "Records") shall at times belong to THE TOWN/SCHOOLS and to the extent possessed by the Consultant hereunder, such possession shall be for the benefit of and as custodian for THE TOWN/SCHOOLS. The Consultant's possession of the Records is at the will of THE TOWN/SCHOOLS and is solely for enabling the Consultant to perform its obligations hereunder. The Records shall be readily separable from the records of the Consultant. All Records furnished to Consultant by THE TOWN/SCHOOLS, shall remain the property of THE TOWN/SCHOOLS and shall be returned promptly upon completion of the Services, or at any time upon written request of THE TOWN/SCHOOLS. Consultant further agrees not to make any copies of any such written materials other than as necessary to accomplish the Services, all of which shall be returned as provided above.

c. Reasonableness of Restrictions. The Consultant has carefully read and considered the provisions of this Section 5 and, having done so, agrees that the restrictions set forth in such Section 5 (including, but not limited to, the time period of restriction and the nature of restriction are fair and reasonable and are reasonably required for the protection of the interests of THE TOWN/SCHOOLS.

d. **Injunction.** In the event of a breach or threatened breach by the Consultant of the provisions of this Agreement, THE TOWN/SCHOOLS shall, in addition to any other rights and remedies available to it, at law or otherwise, be entitled to an injunction to be issued by any court of competent jurisdiction enjoining and restraining the Consultant from committing any present violation or future violation of this Agreement.

e. **Application**. If required by THE TOWN/SCHOOLS, prior to commencing work under any Statement of Work, the Consultant shall cause each Designee to agree in writing to be bound by the provisions of this Section 5. The Consultant shall indemnify, defend and hold harmless THE TOWN/SCHOOLS and its affiliates, directors, officers, stockholders, employees, agents and customers and the personal representatives and assigns of each, from and against all losses, costs, expenses (including attorney's fees and expenses) occasioned by any breach of any provision of this Section 5 by any Designee, including without limitation, the type described in the second sentence of Sections 5(c) and 5(f) above.

f. **Survival.** The provisions of this Section 5 shall survive the termination of this Agreement.

6. **Insurance.** Consultant shall provide and maintain the insurance coverages required by Exhibit A, attached hereto and incorporated herein. Contractor shall agree to all terms and conditions in Exhibit A.

7. **Notices**. All notices, demands, requests or other communications which may be or are required to be given, served or sent by one party to the other party pursuant to this Agreement shall be in writing and shall be hand delivered (by prepaid courier) or mailed by certified mail, return receipt requested, postage prepaid, or sent by telefax, addressed as follows:

If to THE TOWN/SCHOOLS:
TOWN OF WESTERLY/WESTERLY PUBLIC SCHOOLS.
45 BROAD STREET
WESTERLY, RI 02891
Attention: Eileen Cardillo

If to the Consultant:
Name: Colonial Power Group, Inc.
Employee: Mark Cappadona
Street Address: 5 Mount Royal Ave., S# 5-350
City, State, ZIP: Marlborough, MA 01752
Federal ID Number: 16-1625665

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be delivered, given or sent. Documents delivered by hand shall be deemed to have been received upon delivery; documents sent by telefax shall be deemed to have been received when the answer back is received; and documents sent by mail shall be deemed to have been received upon their receipt, or when delivery is refused by the addressee upon presentation.

8. **Security.** The Consultant agrees that it and its personnel will at all times comply with all security regulations in effect from time to time at THE TOWN/SCHOOLS' premises or applicable outside such premises, to materials belonging to THE TOWN/SCHOOLS.

9. **Independent Consultant**. The Consultant shall perform Services hereunder only as an independent contractor. Under no circumstances shall the Consultant or any of its employees or agents be construed to be an employee, partner or agent of THE TOWN/SCHOOLS and neither the Consultant nor any of its employees or agents shall be entitled to participate in THE TOWN/SCHOOLS' profit sharing, pension, bonus or other plans for the benefit of THE TOWN/SCHOOLS employees.

10. **Assignment**. Neither this Agreement or any interest herein or any rights hereunder shall be sold or assigned by the Consultant, nor shall any of the duties of the Consultant hereunder be delegated to

any person, firm or corporation, without prior notice to and written consent of THE TOWN/SCHOOLS. For purposes of this provision, assignment shall be deemed to include any change of control or transfer by operation of law.

11. Standard of Care. The Consultant hereby represents and affirms to THE TOWN/SCHOOLS that the Consultant and each Consultant employee or subcontractor, if allowed, possess the knowledge, ability, professional skills, qualifications and expertise necessary to perform the Services in accordance with the terms hereof. Upon request, the Consultant will furnish to THE TOWN/SCHOOLS reasonable evidence of the professional qualifications and experience of each Consultant employee supplied pursuant to this Agreement. It is expressly agreed by the Consultant that the initiation and continuation of this Agreement shall be contingent upon Consultant's continuing satisfaction of the requirements of this section. The Consultant represents and affirms that it will exercise due diligence to perform the Services in accordance with the highest professional standards applicable to such or similar Services and in compliance with all applicable laws and regulations and the highest ethical standards. Any Services which do not meet these standards shall be reperformed by the Consultant without cost to THE TOWN/SCHOOLS until it meets THE TOWN/SCHOOLS' reasonable satisfaction. No cost or allowance incurred by Consultant in the performance of such rework shall be reimbursable hereunder. In addition, the Consultant represents and warrants that any information which it may supply THE TOWN/SCHOOLS during the term of this Agreement (i) will have been obtained by the Consultant lawfully and (ii) will not be confidential or proprietary to any third person except for information related to customers of THE TOWN/SCHOOLS which was learned in the course of the performance of the Services and is disclosed to THE TOWN/SCHOOLS in connection therewith. Nothing in this Agreement shall be construed as authorizing or encouraging the Consultant to obtain information for THE TOWN/SCHOOLS in violation of any third party's rights to copyright or trade secret protection.

12. Adherence To Laws and THE TOWN/SCHOOLS Policies.

a. Illegal Acts. Consultant agrees that in carrying out its duties and responsibilities under this Agreement, it will neither undertake nor cause, nor permit to be undertaken, any activity which either (i) is illegal under any laws, decrees, rules, or regulations in effect in either the United States or foreign country if applicable; or (ii) would have the effect of causing Company to be in violation of any laws, decrees, rules, or regulations in effect in either the United States or foreign country if applicable.

b. Payments. Consultant agrees that in connection with this Agreement or with any resultant contract, it will not, directly or indirectly, give, offer, or promise, or authorize to tolerate to be given, offered, or promised, anything of value to any official, entity, or employee with the intent to (i) influence any act or decision of such official, entity, or employee, or (ii) induce such official, entity, or employee to use his influence to affect or influence any act or decision of any individual or entity in order to assist THE TOWN/SCHOOLS in obtaining or retaining business, or in directing business to any person.

c. Notice. Consultant agrees to notify THE TOWN/SCHOOLS immediately of any extortive solicitation, demand, or other request for anything of value, by or on behalf of any official, entity, or employee relating to the subject matter of this Agreement.

d. Conformance with THE TOWN/SCHOOLS Policies. Consultant acknowledges that THE TOWN/SCHOOLS has certain policies regarding, but not limited to, such things as drug use, alcohol, firearms, safety, security, smoking, sexual harassment, and similar actions which will also apply to the representatives of the Consultant engaged to provide services hereunder. Consultant undertakes to have all of Consultant's representatives providing services at any THE TOWN/SCHOOLS facility (including any facility of a customer or supplier of THE TOWN/SCHOOLS) and all of Consultant's representatives providing direct services hereunder, whether on or off THE TOWN/SCHOOLS facilities, to agree to observe all applicable THE TOWN/SCHOOLS' policies and to sign agreements so indicating. Should THE TOWN/SCHOOLS, for any reason, deem any of Consultant's representatives unacceptable, THE TOWN/SCHOOLS shall notify Consultant and Consultant shall, thereafter, neither send such representatives to the TOWN/SCHOOLS facility

nor engage such representative in direct service for THE TOWN/SCHOOLS, on or off THE TOWN/SCHOOLS facilities, but shall perform its obligations hereunder using other representatives acceptable to THE TOWN/SCHOOLS.

e. **Criminal Background Check and Substance Screening.** Each representative of Consultant providing services at any TOWN/SCHOOLS facility and each of Consultant's representatives providing direct services hereunder, whether on or off THE TOWN/SCHOOLS facilities, shall be required to successfully undergo a Criminal Background Check and Substance Screening prior to performing any services under this Agreement. Consultant shall require such representatives to cooperate in such Check and Screening. Provided, however, that such Check and Screening shall not be required of any representative of Consultant for whom Consultant can demonstrate successfully passed a similar Check and Screening within one calendar year prior to the proposed commencement of such representative's services under this Agreement. THE TOWN/SCHOOLS shall have the final decision in determining whether any such Check and Screening is similar to THE TOWN/SCHOOLS' Check and Screening.

14. **Miscellaneous.**

a. **Waiver and Remedies.** The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only on the written consent of THE TOWN/SCHOOLS and the Consultant. The remedies provided THE TOWN/SCHOOLS and Consultant herein shall be cumulative, and in addition to any other remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

b. **Titles; Recitals.** Section headings and numbers used in this Agreement are included for convenience of reference only, and, if there is any conflict between any such numbers and headings, and the text of this Agreement, the text shall control. Each of the statements set forth in the premises of this Agreement is incorporated into the Agreement as a valid and binding representation of the party or parties to whom it relates.

c. **Governing Law; Severability.** This Agreement is entered in Rhode Island and shall be construed in accordance with and governed by the substantive laws of the State of Rhode Island without regard to the conflict of laws provisions thereof. Whenever possible, each provision (including without limitation any subparagraph or part thereof in Section 5 above) of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, and if any provision of this Agreement is held illegal, invalid or void, such provision may be changed to the extent reasonably necessary to make it valid and enforceable and the remainder of this Agreement shall not be affected or impaired thereby.

d. **Entire Agreement.** This Agreement, together with all Statements of Work now and hereafter attached hereto (which are hereby incorporated herein by reference), represent the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior written or oral agreements, side letter, proposal, bid, quote or the like with respect thereto.

DRAFT

IN WITNESS, WHEREOF, the duly authorized representatives of the parties have executed this Consulting Agreement as of the date and year first above written.

TOWN OF WESTERLY/
WESTERLY PUBLIC SCHOOLS

By: _____
(Signature)

Name: Eileen Cardillo
(Print)

Title: Purchasing/Risk Manager
(Print)

Date: _____

TOWN OF WESTERLY

By: _____

Name: Shawn M. Lacey

Date: _____

COLONIAL POWER GROUP, INC.

By: _____
(Signature)

Name: Mark Cappadona
(Print)

Title: President
(Print)

Date: _____

DRAFT

TOWN OF WESTERLY / WESTERLY PUBLIC SCHOOLS

STATEMENT OF WORK NO. 001

THIS STATEMENT OF WORK dated this the17th day of January 2024, between THE TOWN/SCHOOLS (the "THE TOWN/SCHOOLS") and Colonial Power Group, Inc. (the "Consultant") is entered into pursuant to the terms and conditions of that certain Consulting Agreement dated as of January 17, 2024, between THE TOWN/SCHOOLS and the Consultant (the "Agreement") which Agreement is incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Agreement.

1. SERVICES:

The Consultant agrees to: Develop a Community Choice Aggregation Program ("Program") to aggregate the electrical load of electricity customers within the Program jurisdiction. Specifically, the Program should prioritize cost stability for customers, reduce administrative and overhead costs to the cities/towns, and enable the municipalities to generate emissions reductions through the purchase of renewable energy above and beyond what is required by the state's Renewable Energy Standard, or by another method.
Develop and secure regulatory approval of the Program in consultation with the Rhode Island Office of Energy Resources and the Division of Public Utilities and Carriers.
Perform all services related to implementing and administering the Program as defined by and in compliance with Rhode Island General Laws § 39-3-1.2 and any other applicable statute or regulation. In accordance with the terms and conditions of RFP 24-37 Community Choice Aggregation Consulting Services and Addendum 1 & 2.

2. DUE DATES:

The above Services are to be performed as follows:

Prepare an electric aggregation plan pursuant to RSA 53-E.	3 wks from contract date
Assist THE TOWN/SCHOOLS obtain Town Council approval for Program Plan.	6 wks from contract date
File and seek approval of the Plan from the Rhode Island Public Utilities Commission.	1 week from Town Council approval of Plan
Obtain electrical load data from RI Energy for all consumers of electricity in the town.	1 week from PUC Plan approval
Monitor market conditions and make recommendations for timing of program launch.	Ongoing from date of PUC approval; market-dependent
Assist THE TOWN/SCHOOLS with consumer education activities, including preparation of informational materials.	Ongoing
After approval and execution of an energy services agreement between THE TOWN/SCHOOLS and a supplier, take all measures necessary to effectuate a seamless consumer enrollment into the program.	Dependent on elapsed time between contract date and launch date

DRAFT

Monitor market conditions and make recommendations for subsequent RFPs and supply decisions following initial launch.	Ongoing
Ongoing Program administration and oversight.	Ongoing

3. COMPENSATION:

The management fee per kilowatt hour ("kWh"). The Consultant shall, during the term of this Agreement, receive a price of $0.001 per kWh for each kWh purchased by a participating consumer under THE TOWN/SCHOOL'S Program (the "Management Fee")The Management Fee shall be the complete price for all services and expenses incurred by Colonial Power Group, Inc. and shall be paid directly to Colonial Power Group, Inc. by the supplier of electric power providing power supply service to the Program ("Competitive Supplier") pursuant to an electric services agreement ("ESA"). THE TOWN/SCHOOL shall not have any liability with respect to such payment, including without limitation in the event of any failure of the Competitive Supplier to make such payments. Consultant shall be paid the Consulting Fee by THE TOWN/SCHOOL's selected Competitive Supplier(s) for the duration of any ESA(s) entered into by THE TOWN/SCHOOL during the term of this Agreement, regardless of whether Consultant's services have been terminated in the interim. Notwithstanding the foregoing, THE TOWN/SCHOOL may, before the execution of any ESA with any Competitive Supplier, and in its sole discretion, elect to discontinue, at any time and for any reason, its Program, and in such event, terminate this Agreement without any liability. In the event THE TOWN/SCHOOL enters into an ESA with a Competitive Supplier, nothing in this Agreement shall prevent THE TOWN/SCHOOL from terminating such ESA with the Competitive Supplier and, thereafter, this Agreement without any liability.

DRAFT

IN WITNESS, WHEREOF, THE TOWN/SCHOOLS and the Consultant have executed this Statement of Work as of the date first set forth above, subject to the provisions of the Agreement.

TOWN OF WESTERLY/
WESTERLY PUBLIC SCHOOLS

By: _____
_____ (Signature)

Name: Eileen Cardillo
_____ (Print)

Title: Purchasing/Risk Manager
(Print)

TOWN MANAGER

By: _____

Name: Shawn M. Lacey

Date: _____

COLONIAL POWER GROUP, INC.

By: _____
(Signature)

Name: Mark Cappadona
(Print)

Title: President
(Print)

DRAFT

Exhibit A

Standard Insurance and Indemnification Requirements

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage is to remain in force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A. Certificates of Insurance: The contractor will give the Town/Schools a certificate of insurance completed by a duly authorized representative of their insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of insurance without thirty (30) days advance written notice to: Town of Westerly, 45 Broad Street, Westerly, Rhode Island, 02891 Attn: Purchasing Agent. Failure of the Town/Schools to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Town/Schools to identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.

B. Insurer Qualification: All insurance will be provided through companies authorized to do business in the State of Rhode Island and considered acceptable by the owner, with an A.M. Best Rating of A-/VIII.

C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and include the Town/Schools directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or incidental to this contract.

D. Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.

E. Subcontractors' Insurance: The contractor will cause each subcontractor employed by contractor to purchase and maintain insurance of the types specified below. When requested by the owner, the contractor will furnish copies of certificates of insurance evidencing coverage for each subcontractor.

F. Waiver of Subrogation: The contractor will require all insurance policies in any way related to the work and secured and maintained by the contractor to include clauses stating each underwriter will waive all rights of recovery, under subrogation and otherwise, against Town/Schools, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

G. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the Town/Schools and, if applicable, their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the Town/Schools, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party indemnified hereunder.

II. Insurance Limits and Coverage:

H. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.

I. If the contractor has self-insured retention's or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of insurance the nature and amount of such self-insured retention's or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retention's or deductibles will be the contractor's sole responsibility.

J. Commercial General Liability: The contractor will maintain commercial general liability insurance covering all

operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance will have these minimum limits:

Minimum Limits:	$1,000,000 each occurrence
	$2,000,000 each occurrence if blasting is required
	$2,000,000 general aggregate with dedicated limits per project site
	$2,000,000 products and completed operations aggregate
	$1,000,000 personal and advertising injury

Should blasting be required, all necessary permits for the use of explosives shall be obtained by the contractor or insured from the Fire Marshall.

Special hazards shall be covered if needed by endorsement to the Commercial Liability policy/policies as follows:

4) Property damage liability arising out of the collapse of or structural injury to any building or structure due to excavation (including burrowing, filling or backfilling in connection therewith), tunneling, pile driving, cofferdam work or caisson work; or to moving, shoring, underpinning, razing or demolition of any building or structure, or removal or rebuilding of any structural support thereof.
5) Property damage liability for injury to or destruction of property arising, directly or indirectly, from blasting or explosions however caused, other than explosions of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
6) Property damage liability for injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, arising from and during the sue of mechanical equipment for the purpose of excavating or drilling within project limits; injury to or destruction of property at any time resulting therefrom.

K. Automobile Liability: The contractor will maintain business auto liability coverage for liability arising out of any auto, including owned, hired, and non-owned autos.

Minimum Limits: $1,000,000 combined single limit each accident

L. Workers' Compensation: The contractor will maintain workers' compensation and employer's liability insurance. Waiver of subrogation in favor of the Town of Westerly shall apply.

Minimum Limits:	Workers' Compensation: statutory limit
Employer's Liability:	$500,000 bodily injury for each accident
	$500,000 bodily injury by disease for each employee
	$500,000 bodily injury disease aggregate

M. Umbrella/Excess Liability: The contractor will maintain coverage applying over the underlying Commercial General Liability, Automobile Liability, Pollution Liability (where applicable), and Employer Liability section of the Workers Compensation coverage. **The Town of Westerly shall have the sole discretion in increasing or reducing the Umbrella/Excess Liability coverage requirements depending on the scope and/or size of the work to be performed by Contractor/Bidder.**

Minimum Limits: $5,000,000 per occurrence/$5,000,000 annual aggregate

Coverage applies over the underlying Commercial General Liability, Automobile Liability, pollution liability (where applicable), and Employer Liability section of the Workers Compensation Coverage.

N. Professional Liability (**for consultants, engineers, and other individuals/businesses providing professional services**)

Each Claim/Wrongful Act:	$1,000,000
Annual Aggregate	$1,000,000

Town of Westerly/Westerly Schools reserves the right to amend amounts of coverage required and type of coverage's provided based on work or service to be performed.

PROFESSIONAL SERVICES/CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT made effective as of the XX day of MONTH YEAR by and between TOWN NAME (the "TOWN") and FREEDOM ENERGY LOGISTICS, LLC. (the "Consultant").

1) Engagement. The TOWN hereby engages the Consultant as a consultant to perform the Services (as defined herein) subject to the terms and conditions of this Agreement, and the Consultant hereby accepts such engagement for and in consideration of the compensation hereinafter provided. The Consultant shall perform its obligations hereunder in compliance with the terms of this Agreement and any and all applicable laws and regulations. The Consultant acknowledges that the TOWN retains the right to appoint additional consultants as the TOWN, in its sole and unrestricted judgment, may from time to time determine to be In the best Interests of the TOWN without liability or obligation to the Consultant. The TOWN makes no representation or warranty as to the aggregate compensation payable hereunder or the number or scope of projects for which it may engage the Consultant.

2) Services

   a. Statements of Work. The Consultant agrees to render services and prepare such deliverables as described in the numbered statements of work executed under this Agreement (each, a "Statement of Work"). Each Statement of Work constitutes a separate and independent contract of the Consultant which Incorporates the terms and conditions of this Agreement. The tasks to be performed and the deliveries to be made by the Consultant pursuant to each Statement of Work are hereinafter collectively referred to as the "Services." The Services shall be performed In accordance with the time schedule Indicated in the respective Statement of Work.

   b. Benefits. The Consultant shall be responsible for all employee benefits and compensation and employment taxes with respect to Its employees and agents, The Consultant shall indemnify, defend and hold harmless THE TOWN and its affiliates, directors, officers, employees, agents and representatives and assigns of each, from and against all claims, suits, liabilities, costs and expenses arising under the preceding sentence, including, without limitation, attorneys' fees and expenses, assessments for withholding and similar taxes, claims for benefits and any similar claims by or with respect to such employees. In no event shall an employee or agent of the Consultant be considered an employee or agent of The TOWN. Consultant agrees that in the event Consultant or Consultant's employees are classified as an "employee(s)" by any governing authority, and the TOWN becomes liable for any payments for Insurance, penalties, or other charges, Consultant shall reimburse the TOWN for any and all amounts charged against the TOWN. The provisions of this Section 2(b) shall survive any termination of this Agreement.

   c. Licenses, The Consultant is responsible for obtaining all licenses, certifications, registrations, and authorizations necessary or advisable for the performance of the Services.

3) Compensation. As compensation for the performance of the Services, THE TOWN shall pay to the Consultant the amounts ("Fee") specified In the applicable Statement of Work. The Consultant will be responsible for all travel and other business-related expenses within the Greater Southern New England Area. Outside this area travel and business-related expenses will be reimbursed by The TOWN only upon prior written authorization by The TOWN. Any such reimbursable expenses shall conform to the !Imitations, guidelines, reporting, and approval procedures Imposed by The TOWN upon its employees. Unless otherwise provided herein, all federal, state and local taxes, the cost of all required permits, licenses, registrations, certifications and other fees applicable to the performance of Services by Consultant, its subcontractors, if allowed, and each Consultant employee are Included In the Fee, the TOWN shall pay Consultant the Fee in the manner provided in the Statement of Work.

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4) Term. The term of this Agreement shall commence on the date hereof and shall continue for a period of five (5) years with option to extend for one (1) thirty-six (36) month term at the Town's discretion. Notwithstanding the foregoing, this Agreement may be terminated by the non-defaulting party upon a breach or default of any material provision or obligation hereunder by, or upon the occurrence of an Insolvency Event with respect to, the other party, provided the party terminating this Agreement has, other than In connection with an Insolvency Event, first given the defaulting party 30 days written notice of such default or breach and such default or breach has not been remedied during such period to the reasonable satisfaction of the non- defaulting party ("Default Termination"). "Insolvency Event" shall mean the Insolvency or general failure of a party to pay Its debts as they become due; entrance of a party into receivership or any arrangement with creditors generally; filing of a voluntary or Involuntary petition or other action or proceeding for bankruptcy or reorganization or dissolution or winding-up; a general assignment for the benefit of creditors; or a foreclosure or sale of a material part of a party's assets by or for the benefit of any creditor or governmental agency. In the event that the TOWN terminates this Agreement without cause, prior to the natural expiration of current term of the Agreement, the TOWN shall have no obligation to Consultant unless the TOWN signs a subsequent aggregation agreement with a third-party electricity supplier. In such case, the TOWN shall be responsible to collect the Fee specified in the Statement of Work and remit to Consultant for the duration of that subsequent aggregation agreement or the remainder of the term of this Agreement, whichever is later. The TOWN shall not be responsible for collection and remittance of Consultant's Fee for any time periods that the TOWN is not under an aggregation agreement with a third-party electric supplier.

5) Limitations. In recognition of the Consultant's acknowledgment that the Services to be rendered to the TOWN pursuant to this Agreement are of a special and unusual character which have a unique value to the TOWN, loss of which cannot adequately be compensated by damages In any action at law; In view of the unique value to the TOWN of the Services for which the TOWN has engaged the Consultant and the confidential Information to be obtained by or disclosed to the Consultant; and as a material Inducement to the TOWN to engage the Consultant, and to pay to the Consultant the compensation for such Services to be rendered to the TOWN by the Consultant (it being understood and agreed by the parties hereto that all of the compensation paid to the Consultant in connection with this Agreement by the TOWN shall also be paid and received In consideration hereof), Consultant covenants and agrees as follows:

   a. No Representation. Consultant Is not authorized and shall neither purport to act nor hold Itself out as an agent, representative or partner of the TOWN. Nothing In this Agreement shall be construed to give the Consultant authority to represent or act on behalf of the TOWN In any manner with or before any person, party, court or governmental or regulatory agency without the express prior written authorization of the TOWN.

   b. Records and Ownership. All files, books, accounts, records, documents, notes, drawings, designs, lists, specifications, computer programs, data and other materials and Information of any nature or copies of the foregoing, however recorded or stored, and related to the TOWN (the "Records") shall at times belong to the TOWN and to the extent possessed by the Consultant hereunder, such possession shall be for the benefit of and as custodian for the TOWN. The Consultant's possession of the Records Is at the will of the TOWN and Is solely for enabling the Consultant to perform its obligations hereunder. The Records shall be readily separable from the records of the Consultant. All Records furnished to Consultant by the TOWN shall remain the property of the TOWN and shall be returned promptly upon completion of the Services, or at any time upon written request of the TOWN. Consultant further agrees not to make any copies of any such written materials other than as necessary to accomplish the Services, all of which shall be returned as provided above.

   c. Reasonableness of Restrictions. The Consultant has carefully read and considered the provisions of this Section 5 and, having done so, agrees that the restrictions set forth in such Section 5 (including, but not limited to, the time period of restriction and the nature of restriction are fair and reasonable and are reasonably required for the protection of the Interests of the TOWN.

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d. Injunction, In the event of a breach or threatened breach by the Consultant of the provisions of this Agreement, the TOWN shall, In addition to any other rights and remedies available to it, at law or otherwise, be entitled to an Injunction to be Issued by any court of competent Jurisdiction enjoining and restraining the Consultant from committing any present violation or future violation of this Agreement.

e. Survival. The provisions in this Section 5 shall survive the termination of this Agreement.

6) Insurance. Consultant shall provide and maintain the Insurance coverages required by Exhibit A, attached hereto and Incorporated herein, Contractor shall agree to all terms and conditions in Exhibit A.

7) Notices. All notices, demands, requests or other communications which may be or are required to be given, served or sent by one party to the other party pursuant to this Agreement shall be In writing and shall be hand delivered (by prepaid courier) or mailed by certified mail, return receipt requested, postage prepaid, or sent by telefax, addressed as follows:

If to the TOWN:

If to the Consultant:
Name: Freedom Energy Logistics
Employee: Bart Fromuth
Street Address: 5 Dartmouth Drive,
Suite 301
City, State, ZIP; Auburn, NH 03032

Each party may designate by notice In writing a new address to which any notice, demand, request, or communication may thereafter be delivered, given, or sent. Documents delivered by hand shall be deemed to have been received upon delivery; documents sent by telefax shall be deemed to have been received when the answer back Is received; and documents sent by mall shall be deemed to have been received upon their receipt, or when delivery Is refused by the addressee upon presentation.

8) Security. The Consultant agrees that It and Its personnel will at all times comply with all security regulations In effect from time to time at the TOWN premises or applicable outside such premises, to materials belonging to the TOWN.

9) Independent Consultant. The Consultant shall perform Services here under only as an Independent contractor. Under no circumstances shall the Consultant or any of Its employees or agents be construed to be an employee, partner or agent of the TOWN and neither the Consultant nor any of Its employees or agents shall be entitled to participate in the TOWN profit sharing, pension, bonus or other plans for the benefit of the TOWN employees.

10) Assignment. Neither this Agreement or any interest herein or any rights hereunder shall be sold or assigned by the Consultant, nor shall any of the duties of the Consultant hereunder be delegated to any person, firm, or corporation, without prior notice to and written consent of the TOWN. For purposes of this provision, assignment shall be deemed to Include any change of control or transfer by operation of law.

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11) Standard of Care. The Consultant hereby represents and affirms to the TOWN that the Consultant and each Consultant employee or subcontractor, if allowed, possess the knowledge, ability, professional skills, qualifications, and expertise necessary to perform the Services In accordance with the terms hereof. Upon request, the Consultant will furnish to the TOWN reasonable evidence of the professional qualifications and experience of each Consultant employee supplied pursuant to this Agreement. It Is expressly agreed by the Consultant that the Initiation and continuation of this Agreement shall be contingent upon Consultant's continuing satisfaction of the requirements of this section. The Consultant represents and affirms that it will exercise due diligence to perform the Services in accordance with the highest professional standards applicable to such or similar Services and in compliance with all applicable laws and regulations and the highest ethical standards, Any Services which do not meet these standards shall be performed by the Consultant without cost to the TOWN until it meets the TOWN's reasonable satisfaction. No cost or allowance incurred by Consultant In the performance of such rework shall be reimbursable hereunder. In addition, the Consultant represents and warrants that any information which It may supply the TOWN during the term of this Agreement (i} will have been obtained by the Consultant lawfully and (ii) will not be confidential or proprietary to any third person except for information related to customers of the TOWN which was learned in the course of the performance of the Services and is disclosed to the TOWN In connection therewith. Nothing in this Agreement shall be construed as authorizing or encouraging the Consultant to obtain information for the TOWN in violation of any third party's rights to copyright or trade secret protection.

12) Adherence To Laws and the TOWN Policies

a. Illegal Acts. Consultant agrees that In carrying out Its duties and responsibilities under this Agreement, it will neither undertake nor cause, nor permit to be undertaken, any activity which either (I) is Illegal under any laws, decrees, rules, or regulations in effect In either the United States or foreign country If applicable; or (II) would have the effect of causing Company to be In violation of any laws, decrees, rules, or regulations In effect in either the United States or foreign country If applicable.

b. Payments. Consultant agrees that In connection with this Agreement or with any resultant contract, It will not, directly or Indirectly, give, offer, or promise, or authorize to tolerate to be given, offered, or promised, anything of value to any official, entity, or employee with the Intent to (I) Influence any act or decision of such official, entity, or employee, or (II) Induce such official, entity, or employee to use his influence to affect or influence any act or decision of any Individual or entity in order to assist the TOWN In obtaining or retaining business, or in directing business to any person.

c. Reporting. Consultant agrees to notify the TOWN Immediately of any extortive solicitation, demand, or other request for anything of value, by or on behalf of any official, entity, or employee relating to the subject matter of this Agreement.

d. Conformance with the TOWN Policies. Consultant acknowledges that the TOWN has certain policies regarding, but not limited to, such things as drug use, alcohol, firearms, safety, security, smoking, sexual harassment, and similar actions which will also apply to the representatives of the Consultant engaged to provide services hereunder. Consultant undertakes to have all of Consultant's representatives providing services at any the TOWN facility (Including any facility of a customer or supplier of the TOWN) and all of Consultant's representatives providing direct services hereunder, whether on or off the TOWN facilities, to agree to observe all applicable TOWN policies and to sign agreements so Indicating. Should the TOWN for any reason, deem any of Consultant's representatives unacceptable, the TOWN shall notify Consultant and Consultant shall, thereafter, neither send such representatives to the TOWN's facilities nor engage such representative in direct service for the TOWN, on or off the TOWN facilities, but shall perform Its obligations hereunder using other representatives acceptable to the TOWN.

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e. Criminal Background Check and Substance Screening. Each representative or Consultant providing services at any TOWN facility and each of Consultant's representative providing direct services hereunder, whether on or off the TOWN facilities, shall be required to successfully undergo a Criminal Background Check and Substance Screening prior to performing any services under this Agreement. Consultant shall require such representatives to cooperate In such Check and Screening. Provided, however, that such Check and Screening shall not be required of any representative of Consultant for whom Consultant can demonstrate successfully passed a similar Check and Screening within one calendar year prior to the proposed commencement of such representative's services under this Agreement. the TOWN shall have the final decision In determining whether any such Check and Screening Is similar to the TOWN's Check and Screening.

13) Miscellaneous.

a. Waiver and Remedies. The provisions of this Agreement may be waived, altered, amended, or repealed, In whole or in part, only on the written consent of the TOWN and the Consultant. The remedies provided the TOWN and Consultant herein shall be cumulative, and in addition to any other remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

b. Titles: Recitals. Section headings and numbers used In this Agreement are Included for convenience of reference only, and, If there Is any conflict between any such numbers and headings, and the text of this Agreement, the text shall control. Each of the statements set forth In the premises of this Agreement is Incorporated Into the Agreement as a valid and binding representation of the party or parties to whom It relates.

c. Governing Law; Severability. This Agreement is entered In Rhode Island and shall be construed In accordance with and governed by the substantive laws of the State of Rhode Island without regard to the conflict of law's provisions thereof. Whenever possible, each provision {Including without limitation any subparagraph or part thereof In Section 5 above) of this Agreement shall be interpreted In such a manner as to be effective and valid under applicable law, and If any provision of this Agreement Is held illegal, Invalid or void, such provision may be changed to the extent reasonably necessary to make it valid and enforceable and the remainder of this Agreement shall not be affected or Impaired thereby.

d. Entire Agreement. This Agreement, together with all Statements of Work now and hereafter attached hereto {which are hereby Incorporated herein by reference). represent the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior written or oral agreements, side letter, proposal, bid, quote, or the like with respect thereto.

IN WITNESS, WHEREOF, the duly authorized representatives of the parties have executed this Consulting Agreement as of the date and year first above written.

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STATEMENT OF WORK

THIS STATEMENT OF WORK dated this the XX day of MONTH YEAR, between the TOWN (the "NAME OF TOWN") and Freedom Energy Logistics, LLC, (the "Consultant") Is entered Into pursuant to the terms and conditions of that certain Consulting Agreement dated as of MONTH DAY YEAR, between the TOWN and the Consultant (the "Agreement") which Agreement is incorporated herein by this reference. Capitalized terms used but not defined herein shall have the meanings assigned to such terms In the Agreement.

1. SERVICES

The Consultant agrees to: Develop a Community Choice Aggregation Program ("Program") to aggregate the electrical load of electricity customers within the Program jurisdiction.

Specifically, the Program should prioritize cost stability for customers, reduce administrative and overhead costs to the cities/towns, and enable the municipalities to generate emissions reductions through the purchase of renewable energy above and beyond what is required by the state's Renewable Energy Standard, or by another method.

Develop and secure regulatory approval of the Program in consultation with the Rhode Island Office of Energy Resources and the Division of Public Utilities and Carriers.

Perform all services related to implementing and administering the Program as defined by and In compliance with Rhode Island General Laws§ 39-3-1.2 and any other applicable statute or regulation. In accordance with the terms and conditions of RFP 24-37 Community Choice Aggregation Consulting Services and Addendum 1 & 2.

2. DUE DATES

The above Services are to be performed as follows:

Prepare an electric aggregation plan pursuant to RSA 53-E.	3 weeks from contract date
Assist the TOWN obtain Town Council approval for Program Plan.	6 weeks from contract date
File and seek approval of the Plan from the Rhode Island Public Utilities Commission.	1 week from Town Council approval of Plan
Obtain electrical load data from RI Energy for all consumers of electricity in the town.	1 week from PUC Plan approval
Monitor market conditions and make recommendations for timing of program launch.	Ongoing from date of PUC approval; market- dependent
Assist the TOWN with consumer education activities, Including preparation of Informational materials.	Ongoing
After approval and execution of an energy services agreement between the TOWN and a supplier, take all measures necessary to effectuate a seamless consumer enrollment into the program.	Dependent on elapsed time between contract date and launch date
Monitor market conditions and make recommendations for subsequent RFPs and supply decisions following Initial launch.	Ongoing
Ongoing Program administration and oversight.	Ongoing

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3. COMPENSATION

The management fee per kilowatt hour ("kWh"). The Consultant shall, during the term of this Agreement, receive a price of $0.001 per kWh for each kWh purchased by a participating consumer under the TOWN Program (the "Management Fee"). The Management Fee shall be the complete price for all services and expenses incurred by Freedom Energy Logistics, LLC. and shall be paid directly to Freedom Energy Logistics, LLC, by the supplier of electric power providing power supply service to the Program ("Competitive Supplier") pursuant to an electric services agreement ("ESA"). the TOWN shall not have any liability with respect to such payment, including without Limitation in the event of any failure of the Competitive Supplier to make such payments. Consultant shall be paid the Consulting Fee by the TOWN's selected Competitive Supplier(s) for the duration of any ESA(s) entered into by the TOWN during the term of this Agreement, regardless of whether Consultant's services have been terminated In the interim.

Notwithstanding the foregoing, the TOWN may, before the execution of any ESA with any Competitive Supplier, and In its sole discretion, elect to discontinue, at any time and for any reason, its Program, and in such event, terminate this Agreement without any liability.

IN WITNESS, WHEREOF, the TOWN and the Consultant have executed this Statement of Work as of the date first set forth above, subject to the provisions of the Agreement.

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Exhibit A

Standard insurance and indemnification Requirements

General Conditions: Within ten (10) business days of the award or notice, or prior to the start of work, whichever comes first, the contractor will provide, pay for, and maintain in full force and affect the insurance outlined here for coverage's at not less than the prescribed minimum limits of liability. Such coverage Is to remain In force during the life of the contract and for such additional time as may be required, and will cover the contractor's activities, those of any and all subcontractors, or anyone directly or Indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

A. Certificates of Insurance: The contractor will give the TOWN a certificate of Insurance completed by a duly authorized representative of their Insurer certifying that at least the minimum coverage's required here are in effect and specifying that the liability coverage's are written on an occurrence form and that the coverage's will not be canceled, non-renewed, or materially changed by endorsement or through Issuance of other policy(les) of insurance without thirty (30) days advance written notice to: *TOWN CONTACT Attn: Purchasing Agent.* Failure of the TOWN to demand such certificate or other evidence of full compliance with these Insurance requirements or failure of the Town to Identify a deficiency from evidence provided will not be construed as a waiver of the contractor's obligation to maintain such insurance.

B. Insurer Qualification: All Insurance will be provided through companies authorized to do business In the State of Rhode Island.

C. Additional Insured: To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability and workers' compensation, will defend and Include the Town directors, officers, representatives, agents, and employees as additional insureds on a primary basis for work performed under or Incidental lo this contract.

D. Retroactive Date and Extended Reporting Period: If any insurance required here Is to be Issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that In the event of cancellation or nonrenewal, the discovery period for Insurance claims (tail coverage) will be at least 36 months.

E. Waiver of Subrogation: The contractor will require all insurance policies In any way related to the work and secured and maintained by the contractor to Include clauses staling each underwriter will waive all rights of recovery, under subrogation and otherwise, against Town, and all tiers of contractors or consultants engaged by them. The contractor will require of subcontractors, by appropriate written agreements, similar waivers each In favor of all parties enumerated In this section.

F. Indemnification/Hold Harmless: The contractor shall indemnify, defend, and hold harmless the Town and, If applicable, their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees of counsel selected by the Town, arising out of or resulting from the performance of the work and /or the supplying of materials, provided that any such claim, damage, loss or expense (a) Is attributable to bodily injury, sickness, disease or death, or to Injury to or destruction of tangible property including the loss of use resulting therefrom, and (b) Is caused In whole or In part by any negligent act or omission of the contractor, any subcontractor, anyone directly or Indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not they are caused in part by a party Indemnified hereunder.

Insurance Limits and Coverage:

G. To the extent applicable, the amounts and types of Insurance will conform to the minimum terms, conditions and coverages of Insurance Services Office (ISO) policies, forms, and endorsements.

H. If the contractor has self-Insured retentions or deductibles under any of the following minimum required coverage's, the contractor must identify on the certificate of Insurance the nature and amount of such self-Insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self- Insured retentions or deductibles will be the contractor's sole responsibility.

I. Commercial General Liability: The contractor will maintain commercial general liability Insurance

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covering all operations by or on behalf of the contractor on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (Including loss of use). Such Insurance will have these minimum limits:

Minimum Limits:

$1,000,000 each occurrence
$1,000,000 personal and advertising Injury

J. Professional Liability (for consultants, engineers, and other individuals/businesses providing professional services)

Each Claim/Wrongful Act:	$1,000,000
Annual Aggregate	$1,000,000

Signatures

Freedom Energy Logistics

Name:
Title:
Signature:
Date:

TOWN NAME

Name:
Title:
Signature:
Date:

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