

## **EXHIBIT A, Firm Supply of Electricity**

### **DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS**

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#### **1. DESCRIPTION OF GOODS AND SERVICES:**

The Contractor shall supply all Full Requirements Electricity Supply (as defined below) up to the delivery point of the Client Agency. The Client Agency facilities will be located in the following electric distribution company ("EDC") territories: Eversource Energy and The United Illuminating Company.

In accordance with the rules of the Independent Systems Operator (ISO), the delivery point of the Client Agency will be that point on the electric system at which the EDC takes possession of the electricity for final delivery of the electricity to the specific Client Agency account holder. This same delivery point will be where the account takes title to the electricity.

"Full Requirements Electricity Supply" shall be defined as: All components of firm electricity supply, including but not limited to energy charges, congestion, ancillary services, and line losses under all applicable requirements by ISO New England ("ISO-NE"), contractor coordination tariffs and agreements, locational marginal price adjustments, Client Agency account management activities including all fees, capacity charges, and billing and reporting requirements, excluding other costs and rates related to the delivery or distribution of electricity by the EDC. Such firm, full requirements of electricity supply must be equivalent to the relevant EDC's basic service product. Such requirements shall, at a minimum, be consistent with Connecticut's Renewable Portfolio Standards, pursuant to Section 16-245a of the Connecticut General Statutes.

The Contractor shall possess and maintain at all times during the term of this Contract all necessary licenses, certifications and agreements, including without limitation:

- A registration with Connecticut's Public Utilities Regulatory Authority to provide electricity supply service, as required by Connecticut General Statutes Section 16-245, or meet the definition of a municipal electric energy cooperative.
- A Federal Energy Regulatory Commission power marketing license.
- Agreements in place to allow for transmission between ISO-NE and delivery points awarded.

Contractor shall immediately notify the Client Agency by written notice in the event any of Contractor's licenses, certifications, agreements or permits are revoked, expired, terminated or suspended.

#### **(a) Contract Pricing, Exhibit B**

Electricity price shown in Exhibit B shall be fixed per kilowatt hour ("kWh") and shall include the Connecticut Gross Receipts Tax, where applicable, for all electricity supply.

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#### **(b) Payment and Billing**

Each Client Agency account shall be billed separately through the Client Agency's appropriate EDC. The Awarded Contractor shall be named on the electricity bill as the electricity supplier. The Contractor shall ensure that costs of electricity supply are appropriately billed through the enrollment process as outlined in Section (e) below.

#### **(c) Continuity of Service**

The Contractor shall coordinate with the EDC as necessary to resolve any and all issues related to the EDC's regulated services and to ensure the reliable supply of electricity to the Client Agency facilities. Metering services will continually be provided by the Client Agency's EDC.

Client Agency Accounts may be removed from Service in the event there is a Client Agency closure, consolidation or in the event electricity supply requirements are not required at the Client Agency's delivery point, or if both the Contractor and the Client Agency mutually agree to remove the Client Agency account.

The Contractor shall notify DEEP in writing within thirty (30) calendar days when a Client Agency account is scheduled for removal from the contracted supply, including a detailed description of the reason for the proposed account removal.

The Department of Energy and Environmental Protection (DEEP) shall retain the right to add Client Agency accounts at the Contracted price indicated in Exhibit B Price Schedule provided that the aggregate usage of all additional Client Agency accounts does not exceed 5% of the total load awarded to the Contractor.

#### **(d) Nominating and balancing of Resources**

Contractor shall conduct all required nominations on behalf of any and all Client Agency accounts. Contractor shall be fully familiar with the transmission grid loss, and line policies of the Client Agency's respective EDC, the interstate/intrastate transmission companies and the ISO-NE. Any costs and/or penalties associated with these items shall be borne by the Contractor.

#### **(e) Enrollment**

The Contractor shall be responsible for switching accounts from the Client Agency's applicable EDC, or third-party supplier, and fulfilling any and all obligations with the EDC. The Contractor shall provide an electronic based spreadsheet clearly identifying each Client Agency account number being served. The electronic spreadsheet must include the following for each account: the Client Agency service start date, the service reference number and service address. The Contractor shall provide to DEEP the electronic spreadsheet report on or before sixty (60) calendar days after Contract award. In the event the EDC rejects an account's enrollment, the Contractor shall provide EDC's justification for such rejection.

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#### **(f) Regulatory Change**

In the event any regulatory change(s) are imposed after the Effective Date of this Contract, the Contractor may pass through to the Client Agency any charges or discounts that are a result of the regulatory change(s) so long as such charges or discounts are directly related to supplying electricity under this Contract. The Contractor shall submit a written notice of such regulatory change accompanied by an explanation of the direct effect on the electricity supply to the Client Agencies. This notice must be provided to DEEP sixty (60) calendar days prior to the implementation of the regulatory change.

A regulatory change may be a new charge/discount or an increase/decrease in a current charge imposed by the relevant EDC, ISO-NE, or ISO-NE's successor. A regulatory change may also mean a new element of retail full requirements service imposed by State or Federal laws and regulations.

#### **(g) Reporting Requirements**

The Contractor shall provide electronic summary reports that must include but not be limited to the following:

- I. No later than one hundred eighty (180) calendar days after the expiration of this Contract term, the Contractor shall provide DEEP with documentation identifying the number of Class I, Class II, and Class III Renewable Energy Certificates (RECs) included in the electric energy supply provided in this Contract.
- II. No later than thirty (30) calendar days after the conclusion of the Contract term, provide DEEP an electric consumption report, confirming the following information by account number: service start date, service end date, total consumption, and total charges for the 12-month Contract period.

DEEP reserves the right at any time to request that the Contractor provide DEEP with a copy of the Contractor's electronic data transaction with the EDC in lieu of the electronic summary report.

DEEP may request, on a quarterly basis or more frequently, Contractor to provide updated electronic spreadsheets as specified in Section (e) above.

#### **(h) Penalty and Remedy Provisions**

The Contractor shall notify DEEP by writing within thirty (30) calendar days if at any time the EDC has removed an account from any electricity supply and has placed the account on the EDC's standard offer service rate plan, or if the EDC has determined to terminate an account.

Contractor shall be responsible for the payment of any additional electric costs incurred over and above the Contract awarded KWh price indicated in Exhibit B if (i) at any time during the term of this Contract,

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a Client Agency is forced to accept the standard offer service rates from the applicable EDC serving in its capacity as the utility supplier of last resort, (ii) the Contractor does not enroll an account within thirty (30) calendar days after receiving the request, or (iii) provide the EDC explanation for rejecting an account from enrollment.

The State shall not be penalized in any way for completing on-site energy conservation or energy efficiency projects, for participating in demand response programs, or for installing on-site renewable energy generation sources that reduce load requirements less than thirty percent (30%) of the aggregated load.

Only the EDC may change a Client Agency's account number or service reference number to a different account number or reference number upon prior written notice to the Client Agency. In such an event, the Contractor shall be responsible for administering that change.

**2. ADDITIONAL TERMS AND CONDITIONS:**

Subcontracting is not allowed under this Contract.