

Town of Greenfield

Municipal Aggregation Plan

February 24, 2014

The Town of Greenfield has developed the Greenfield Community Light and Power program to bring the benefits of renewable energy and electricity choice to its residents and businesses. The program will feature renewable energy in the power supply, support for local renewable energy projects, and maximum consumer protections, all at a price at or below the price of Basic Service power from the utility. The program is part of Greenfield's efforts to promote environmental sustainability and economic growth.

Before being implemented, the aggregation program must be reviewed and approved by the Massachusetts Department of Public Utilities (DPU). The DPU will ensure that the program satisfies all of the statutory requirements, including that the plan provides universal access and a reliable power supply and treats all customer classes equitably. This aggregation plan was developed to demonstrate that Greenfield's program satisfies all of the requirements necessary for DPU approval.

I. Key Features

The key features of Greenfield's municipal aggregation program will include:

Renewable power: Greenfield's aggregation will maximize the use of power from renewable resources such as hydro, wind, and solar. Our goal is to use 100% renewable power.

Price protection: Greenfield will secure its power supply by requesting competitive bids from the largest and most experienced power suppliers in the region. This competition will result in the best possible price. Greenfield will only launch the aggregation when it obtains a price that meets or beats the price of utility Basic Service.

Consumer protection: Greenfield's program will include the strongest consumer protections, including the ability for any customer to leave the program at any time with no fee. There will be no hidden charges of any kind.

Local power sources: Greenfield will seek to purchase Renewable Energy Certificates (RECs) from renewable energy generators in Greenfield, including the solar energy projects in town, and include these RECs in the power supply.

Product options: Greenfield will offer at least one optional product as an alternative to the standard product, giving customers a choice of environmental characteristics and price.

II. Support for Renewables and Energy Efficiency

A centerpiece of Greenfield's aggregation program will be support for renewable energy and energy efficiency. Greenfield has a long-standing commitment to reducing its carbon footprint. The Town has implemented many environmental initiatives, including becoming the state's first Green Community, developing a 2 MW solar system on the Town's capped landfill, and implementing the Greenfield Energy Smart Homes Program and Greenfield Energy Efficiency Program. Municipal aggregation will enable

Greenfield to expand its environmental initiatives and to make support for renewables and energy efficiency a core component of the town's power supply.

1. A Greener Standard Product

The program will provide a standard electricity product that is greener than utility basic service. When procuring power, Greenfield will request bids for power with a higher renewable content than is required by the Renewable Portfolio Standard. To test the price of different options, the Town will seek bids incorporating RECs from renewable resources within New England and bids incorporating Green-e certified RECs from other parts of the country. Greenfield will select the bid that offers the best combination of renewable content and price. Our goal is to secure a power supply that is 100% renewable and also meets or beats the utility basic service price. We expect that there will be limitations on the variety of RECs that can be incorporated while meeting the price goal, and therefore we will offer an even greener optional product, as described below.

2. An Even Greener Optional Product

The program will also offer at least one optional product that is even greener than the standard product. For example, the optional product may include a higher percentage of RECs from new, renewable resources within New England. Or, it may include a higher percentage of solar. This will enable Greenfield's residents and businesses to make choices about the environmental content of their power supply and to purchase an even cleaner product if they choose to do so.

3. Incorporating Local Renewable Resources

In order to support local renewable energy resources and to make a connection between local generating projects and the power supplied to the Town's residents and businesses, Greenfield will make a particular effort to secure RECs from renewable generation within Greenfield. Because many of these projects may have sold their RECs under multi-year contracts, this initiative may start slowly. However, the Town anticipates that it will grow as new projects are built and as more RECs from existing projects become available. Over time this will become a central feature of the aggregation program.

III. Statutory Requirements

The municipal aggregation statute, G.L. c. 164, sec. 134, sets out the requirements that a plan must meet in order to be approved by the DPU. Those requirements include procedural requirements, specified plan elements, and substantive requirements. Greenfield's plan satisfies all of these requirements, as discussed below.

1. Local Approval

The Municipal Aggregation Statute requires that the Town obtain approval from the local governing authorities before initiating the development of the plan. Greenfield satisfied the local approval requirement when the Town Council voted unanimously to initiate the process of municipal aggregation

on October 17, 2012 and the Mayor approved the resolution on October 20, 2012.¹ The resolution is attached as Exhibit A.

The engagement of the Mayor and Town Council in the subject of aggregation began long before the October 2012 votes. In May of 2011, the Town Council authorized the Mayor to establish a municipal aggregation exploratory committee. That committee met several times in the summer of 2011 and met with aggregation experts from the Department of Energy Resources (DOER). Then, in September 2011 the Town Council authorized the Planning Department to conduct an aggregation feasibility study. That study resulted in a finding that aggregation is feasible for Greenfield.

2. Consultation with the Department of Energy Resources (DOER) and Other Parties

The aggregation statute also requires the Town to consult with the DOER in developing the plan. Greenfield has consulted with DOER throughout the development of its plan. In 2011, Greenfield's exploratory committee met with DOER and received very helpful information and advice. Then, in 2013, Greenfield submitted a draft of the plan to DOER and Greenfield officials met with DOER to discuss that draft on July 11, 2013. DOER provided many helpful comments on the draft which were incorporated into the final version of the plan.

Greenfield has also consulted with Western Massachusetts Electric Company (WMECo) in the development of the plan. Greenfield's aggregation consultant met with WMECo to discuss the plan and Greenfield provided WMECo with a draft of the plan for review.

Greenfield has made the plan available for review by its citizens, including discussing the plan at televised public meetings of the Town Council.

IV. Elements of the Plan

The Municipal Aggregation Statute requires that the plan contain the following elements:

- Organizational structure
- Operations
- Funding
- Details on rate setting and other costs to participants
- The method of entering and terminating agreements with other entities
- The rights and responsibilities of program participants
- The procedure for termination of the program

Each of those elements is discussed in turn below.

1. Organizational Structure

The organizational structure of the aggregation program will be as follows:

Mayor and Town Council: The aggregation will be overseen by the Mayor and the Town Council, the elected representatives of the citizens of Greenfield. The Town Council and Mayor authorized the

¹ The Municipal Aggregation Statute outlines separate approval processes for cities and towns. Although known as the Town of Greenfield, Greenfield is a city and used the approval process specified for cities: "a majority vote of the city council, with the approval of the mayor." G.L. c. 164, sec. 134.

initiation of the process of municipal aggregation. The Mayor approved the aggregation plan, supervises the aggregation consultant, and will approve the supply contract.

Consultants: The town’s aggregation consulting team (hereinafter jointly referred to as “Consultant”) will manage the aggregation under the Mayor’s direction. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with the local distribution company, and monitoring the supply contract. Through a competitive procurement process, Greenfield has selected the team of Peregrine Energy Group and Bay State Consultants to provide these services for an initial three-year term.

Competitive Supplier: The competitive supplier will provide power for the aggregation, provide customer support including staffing an 800 number for customer questions, and fulfill other responsibilities as detailed in the Competitive Electric Service Agreement.

2. Operations

Following approval of the Plan by the DPU, the key operational steps will be:

- a. Issue supply RFP and select winning competitive supplier
- b. Implement public information program, including 30-day opt-out notice
- c. Enroll customers and provide service, including quarterly notifications

The implementation of an aggregation requires extensive interaction between the Town, the competitive supplier, and the local distribution company. Those interactions are described in detail in Exhibit B.

a. Issue supply RFP and select winning competitive supplier

i. Power supply

After the DPU approves the plan, the next step is to procure an energy supply contract.

Greenfield will solicit bids from leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. The RFP will require that the supplier satisfy key threshold criteria, including:

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

In addition, suppliers will be required to agree to the substantive terms and conditions of Greenfield’s model electricity service agreement, including, for example, the requirement to:

- Provide all-requirements service for a fixed price with no pass-through charges
- Allow customers to exit the program at any time with no fee
- Agree to specified customer service standards
- Comply with all requirements of the DPU and the local distribution company

Greenfield will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions. The Town will request bids for a variety of terms (e.g., one year, two years, and three years)

and for power from different sources. If none of the bids is satisfactory, the Town will reject all bids and repeat the call for prices as often as needed until market conditions yield a price that is acceptable to the Town. Greenfield will only accept a bid that enables it to launch the aggregation with a price that is equal to or less than the Basic Service price.

ii. RECs

In addition to soliciting bids for power supply that meets the required MA RPS obligation, Greenfield will solicit bids to supply additional Renewable Energy Certificates (RECs) for both the standard product and the optional product. Greenfield's goal is for the standard product to be 100% renewable. The optional product will be even greener than the standard product, for example by including a higher percentage of "new" renewables. The town will seek RECs from a variety of renewable sources, and will choose the proposals that offer the best combination of environmental benefit and price.

Greenfield will require bidders to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. It will also require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

b. Implement public information program, including 30-day opt-out notice

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

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

At the time of launch, Greenfield will amplify this existing awareness. The town will use a variety of communication vehicles to communicate the plan's objectives, the primary terms and conditions of the contract, and the right to opt out at any time.

The public education plan will include both broad-based efforts and a 30-day opt-out notice to be mailed to every customer on basic service.

i. Broad-based education efforts

The broad-based efforts will take advantage of traditional media, the Web, and social media to ensure as many people as possible learn about the aggregation. Planned elements include:

- An announcement introducing the program and the competitive supplier, which will be sent to media contacts at local newspapers, the local radio station, and other outlets identified as valuable by the town
- A dedicated informational Web site that explains the aggregation plan, community benefits, the opt-out process, and other helpful information. This site will be available during the initial educational outreach and also on an ongoing basis so that customers can find information about the program for its duration.
- A toll-free customer information and support hotline

- Interviews with local media outlets, including the local radio station, WHAI, and the local cable access channel
- Public service announcements on the local cable access channel
- Social-media-based connections with local community groups. Specifically, Greenfield will provide announcement text to local groups for posting on their active Facebook pages
- Informational documents that mirror the aggregation web site content and can be used as handouts during the community presentation. These materials will also be made available through the web site as downloadable files and in the Town Hall and other public buildings.
- A community-wide presentation, open to all community members.

A detailed timeline for these efforts will be developed by Greenfield as the launch gets closer.

ii. 30-day opt-out notice

In addition to the broad-based education initiatives, a 30-day opt-out notice will be mailed to every customer on basic service. The notice will have the appearance of an official town communication, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the program. The notice will: (1) introduce and describe the program; (2) inform customers 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; and (4) prominently state all program charges and compare the price and primary terms of the Town’s competitive supply to the price and terms of WMECo’s basic service. The opt-out notice is attached to this Plan as Exhibit C.

The direct mailing will include an opt-out reply card. Customers will have 30 days from the date of the mailing to return the reply card if they wish to opt out of the program. The notice will be designed by Greenfield and printed and mailed by the competitive supplier, who will process the opt-out replies. The opt-out reply card is attached to this Plan as Exhibit D.

c. Enroll customers and provide service, including quarterly notifications

After the completion of the 30-day opt-out period, the competitive supplier will enroll into the program all basic service customers that did not opt out. All enrollments and other transactions between the competitive supplier and WMECo will be conducted in compliance with the relevant provisions of DPU regulations, WMECo’s Terms and Conditions for Competitive Suppliers, and the protocols of the Massachusetts Electronic Business Transactions Working Group.

Once customers are enrolled, the program will provide all-requirements power supply service. The program will also provide ongoing customer service, maintain the program web site, and process new customer enrollments, ongoing opt-outs, opt-back-ins, and customer selections of optional products. Prior to the expiration of the initial power supply agreement, Greenfield intends to procure a new supply agreement

As part of its ongoing service, Greenfield will provide the quarterly disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. Like the other Massachusetts aggregations, Greenfield requests a waiver from the requirement that the disclosure label be mailed to every customer and seeks permission instead to provide the information through alternative means, including press releases, announcements on cable television, postings at Town Hall, and postings on the program website. As the DPU has found with other aggregations, this alternate information disclosure strategy will allow Greenfield to provide the required information to its customers as effectively as quarterly mailings.

c. Annual report to DOER

On an annual basis, Greenfield will report to DOER on the status of the program, including number of customers enrolled and opting-out, kilowatt-hour sales, customer savings, participation in green products, and such other information as DOER may request.

3. Funding

All of the costs of the program will be funded through the supply contract.

The primary cost will be the competitive supplier's charges 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 adder that will be included in the supply price and paid by the competitive supplier to the Consultant, as specified in the electricity supply agreement (ESA). This fee will cover the services of the Consultant, including developing the aggregation plan, managing the DPU approval process, managing the supply procurement, developing and implementing the public education plan, providing customer support, interacting with the local distribution company, monitoring the supply contract, and providing ongoing reports. This charge has been set initially at \$0.001 per kilowatt-hour and was established through the competitive solicitation that Greenfield conducted for an aggregation consultant.

4. Rate Setting and Other Costs to Participants

As described above, the program's generation charges will be set through a competitive bidding process and will include the administrative adder. Prices, terms, and conditions may differ among customer classes, which will be the same as WMECo's basic service customer classes.

The program affects only customers' electricity supply charges. Delivery charges will be unchanged and will continue to be charged by WMECo in accordance with tariffs approved by the DPU.

Participants will receive one bill from WMECo that includes both the electricity supply charge and WMECo's delivery charges.

5. Method of Entering and Terminating Agreements with Other Entities

Greenfield's process for entering, modifying, enforcing, and terminating all agreements associated with the plan will comply with the Town's charter, federal and state law and regulations, and the provisions of the relevant agreement.

When the Town has decided that it is timely to solicit bids for a new electric service agreement, the procurement steps will be as follows:

1. The Town's consultants will prepare and issue an RFP on behalf of the Town for both energy and RECs
2. Greenfield will receive and evaluate contractual responses (without prices)
3. The Town's consultants will issue a final call for prices
4. A few days prior to the pricing date Greenfield will receive from its consultants a memo providing the most recent information on energy market trends
5. On pricing day, Greenfield will receive and evaluate bids and, if acceptable, execute a contract with the winning bidder. The Mayor will be responsible for executing the supply contract.

If the prices bid on any given bid date are not satisfactory, Greenfield will wait to see if market conditions improve and then repeat the process.

If Greenfield determines that it requires the services of an aggregation consultant for the period after the expiration of the Town's current contract with Peregrine Energy Group, the Town will conduct a competitive procurement. The Town will draft and issue a Request for Proposals (RFP). Notice of the RFP will be published in the Central Register and in the *Greenfield Recorder*. Greenfield will designate a committee of town staff to review the proposals and that committee will make a recommendation to the Mayor. If the Mayor accepts the recommendation, he will execute a contract with the chosen consultant.

6. 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 that right by any of the following: 1) calling the Competitive Supplier's 800 number; 2) contacting WMECo and asking to be returned to basic service; or 3) enrolling with another competitive supplier.

All participants will have the consumer protection provisions of Massachusetts law and regulations, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the Town, Consultant, the competitive supplier, WMECo, and the DPU. As appropriate, the Town and Consultant will direct customer complaints to the competitive supplier, WMECo, or the DPU.

Participants will be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations.

7. Extension or Termination of Program

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

Although the Town 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 Mayor to dissolve the program effective on the end date of any outstanding supply agreement. In the event of termination, customers would return to WMECo's basic service unless they choose an alternative competitive supplier.

Greenfield will notify WMECo of the planned termination or extension of the program. In particular, Greenfield will provide WMECo 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 program's ESA; and (3) four business-days after the successful negotiation of a new electricity service agreement.

V. Substantive Requirements

The Municipal Aggregation Statute also requires that the aggregation plan satisfy three substantive requirements:

- Universal access
- Reliability
- Equitable treatment of all customer classes

Greenfield's program will satisfy all three requirements, as discussed below.

1. Universal Access

The plan provides for universal access by guaranteeing that all customer classes will be included in the program under equitable terms.

Most importantly, all customers will have access to the program. All existing basic service customers will be automatically enrolled in the program unless they choose to opt out.

As new customers move into Greenfield, they too will have an opportunity to join the program. New customers will initially be placed on basic service. They will then receive an opt-out notice and will be enrolled in the aggregation unless they choose to opt out. New customers will be enrolled at the same price as the existing customers, with the exception of new Very Large C&I Customers (“VLC&I Customers”). New VLC&I Customers are defined as any customer that is on the utility’s largest rate class and has historical or projected consumption in excess of 1,000,000 kWh per year. These customers, if any, will be enrolled at a price that reflects market prices at the time of enrollment.

All customers will have the right to opt out of the program at any time. Customers that opt out will have the right to return to the program at a price that reflects market prices at the time of their return.

2. Reliability

Reliability has both physical and financial components. The program will address both through the ESA with the competitive supplier. From a physical perspective, the ESA commits the competitive supplier to provide all-requirements power supply and to use proper standards of management and operations (ESA, Article 2.) The local distribution company will, of course, remain responsible for delivery service, including the physical delivery of power to the consumer, maintenance of the delivery system, and restoration of power in the event of an outage. From a financial perspective, the ESA requires the supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the utility supply rate). The ESA requires the competitive supplier to maintain insurance (ESA, Article 16) and the RFP for a competitive supplier will require that an investment-grade entity either execute or guarantee the ESA. Accordingly, the program satisfies the reliability requirement of the statute.

3. Equitable Treatment of all Customer Classes

The Aggregation Statute requires “equitable” treatment of all customer classes. The DPU has determined that this does not mean that all customers must be treated “equally,” but rather that similarly-situated classes be treated “equitably.” In particular, the DPU has allowed variations in pricing and terms and conditions between customer classes to account for the disparate characteristics of those classes.

The program makes four distinctions between groupings of customers. First, the program will distinguish among customer classes (residential, small business, medium and large business) by soliciting separate pricing for each of those classes. The program will use the same customer classes that WMECo uses for its basic service pricing.

Second, the program will distinguish between customers receiving the standard product and customers that affirmatively choose an optional product, such as a green product. Customers selecting the optional product will be charged the price associated with that product.

Third, the program will distinguish between customers that join the program through an opt out process and customers that join by opting in. Customers that join through an opt-out process include the initial

customers and customers that move into Greenfield after the program start-date. These customers will receive the standard program pricing. Customers that join by opting in include two types of customers: a) customers that did not become part of the program initially because they were being served by a competitive supplier but then later seek to join the program; and b) customers re-joining the program after having previously opted out. These “opt in customers” will be offered a price based on then-current market rates rather than the standard contract price. This distinction is designed to limit incentives for frequent switching back and forth between the program and basic service.

Finally, as described above under “Universal Access,” among New Customers, the program will distinguish between a) New VLC&I Customers, and b) all other New Customers. The program will offer New Customers other than New VLC&I Customers the standard contract pricing. However, the program will offer new VLC&I Customers pricing based on market prices at the time the customer seeks to join the aggregation.

VI. PLANNED SCHEDULE

Milestone	Date Estimate
RFP for competitive supplier issued	March 31, 2014
Electricity Supply Agreement executed	April 30, 2014
Broad-based educational campaign begins, including the announcement of supply contract and pricing and the launch of program web site.	May 1, 2014
Opt-out notice mailed to customers	May 14, 2014
Opt-out deadline	June 16, 2014
Supplier submits customer enrollment requests to local distribution company	June 23, 2014
Service begins as of each customer’s next meter read date	July 1, 2014

The planned schedule is presented for illustrative purposes. The final schedule will be established when the Town receives regulatory approval.

VII. CONCLUSION

The Greenfield Community Choice Program meets all of the requirements of the municipal aggregation statute, including providing universal access and a reliable power supply and treating all customer classes equitably. Greenfield looks forward to the approval of this plan by the DPU so that the town can launch the program and bring the benefits of renewable energy and electricity choice to the residents and businesses of Greenfield.

EXHIBIT A

Town Council Vote Authorizing Aggregation



Town Council

Town Of GREENFIELD, MASSACHUSETTS

Town Hall, Greenfield, Mass, 01301 Phone (413) 772-1555 ext. 113 Fax (413) 772-1542


Order no. FY 13-031

**Town of GREENFIELD
MASSACHUSETTS**

On October 17, 2012, the Greenfield Town Council, unanimously,

VOTED: THAT IT BE ORDERED THAT THE GREENFIELD TOWN COUNCIL, WITH THE APPROVAL OF THE MAYOR, AUTHORIZES THE CITY OF GREENFIELD KNOWN AS THE TOWN OF GREENFIELD TO INITIATE THE PROCESS OF MUNICIPAL AGGREGATION PURSUANT TO M.G.L.c 164, SUBSECTION 134.(a). AND ANY FURTHER ACTION UNDER M.G.L.c 164 IS SUBJECT TO THE APPROVAL BY THE TOWN COUNCIL AND THE MAYOR.

Pursuant to Section 3-7 of the Town of Greenfield Home Rule Charter, I hereby approve of the passage of the above order.

Approved:  Date: 10-20-12
William Martin, Mayor

Pursuant to Section 3-7 of the Town of Greenfield Home Rule Charter, I hereby disapprove of the passage of the above order.

Disapproved: _____ Date: _____
William Martin, Mayor

Pursuant to Section 3-7 of the Town of Greenfield Home Rule Charter, I hereby take no action of the passage of the above order.

Take no action: _____ Date: _____
William Martin, Mayor

Presented to the Mayor for action on: October 18, 2012

10 day deadline for Mayoral action: October 29, 2012

Received by the Mayor on: October 18, 2012 

File, 2013, Mayor, Votes to Mayor. 031 initiate Municipa Agg

EXHIBIT B

Customer Enrollment, Opt-Out, and Opt-In Procedures

The following protocols describe the procedures for customer enrollment, opt out, and opt in. The protocols are designed to be consistent with the Local Distribution Company's Terms and Conditions for Competitive Suppliers. In the event of a conflict between these protocols and those Terms and Conditions, the Terms and Conditions shall govern.

1. Pre-Enrollment Opt-Out Notice, Pre-Enrollment Opt-Out Procedure, and Initial Enrollment

1.1. Opt-Out Notice and Reply Card

- 1.1.1. The Town shall design an Opt-Notice informing customers of the aggregation and their right to opt out and an Opt-Out Reply Card that customers may mail to exercise their opt-out right.
- 1.1.2. The Competitive Supplier shall print the Opt-Out Notice and Opt-Out Reply Card.

1.2. Customer List

- 1.2.1. After approval by the DPU and execution of the Electric Service Agreement (ESA) with a Competitive Supplier, the Local Distribution Company (LDC) will electronically transmit a Customer List, including the name, address, and existing power supply option (i.e., Basic Service or competitive supply) of each eligible consumer, to the Town's designated Competitive Supplier to facilitate the notification and opt-out requirements of the program.

- 1.3. **Opt-Out Mailing.** Within five (5) business days of receiving the Customer List, the Competitive Supplier shall mail the Opt-Out Notice and Opt-Out Reply Card to all Basic Service customers in the Town.

- 1.4. **Customer Opt-Outs.** During the period of thirty (30) days from the date of the postmark of the Opt-Out Notice, customers may opt-out of the aggregation by:

- 1.4.1. Mailing the opt-out reply card to the Competitive Supplier; or
- 1.4.2. Calling the Competitive Supplier's customer service number and requesting to opt out.

1.5. Customer Enrollment and Commencement of Generation Service

- 1.5.1. Within five (5) business days after the conclusion of the 30-day opt-out period, the Competitive Supplier shall submit an "enroll customer" transaction to the LDC for all Basic Service customers in the Town that did not opt out, pursuant to section 1.4.1 or 1.4.2.
- 1.5.2. Subject to the LDC's Terms and Conditions for Competitive Suppliers, generation service will commence as follows:
 - 1.5.2.1. On the customer's next scheduled meter read, for customers with meter read dates at least two business days after the date of the enrollment transaction;

1.5.2.2. On the customer’s subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the enrollment transaction.

1.6. Report to Town. Within five (5) business days after sending the “enroll customer” transactions, the Competitive Supplier shall provide the Town with the Customer List, with fields added for each customer indicating the date the Opt-Out Notice was mailed, whether the customer opted out, and if so the date, and whether an enrollment transaction for the customer was submitted to the LDC, and if so the date.

1.7. Undeliverable Opt-Out Notices. If any Opt-Out Notices are returned as undeliverable, the Competitive Supplier shall make Commercially Reasonable Efforts to identify a correct mailing address and re-send the notice. If the second Opt-Out Notice is not returned, and if the customer does not opt-out within thirty (30) days from the date of the postmark of the second mailing, the Competitive Supplier shall submit an enrollment transaction for the customer no less than five (5) business days after the conclusion of the 30-day opt-out period.

2. New Customers

2.1 New Customers are customers that become customers of the LDC after the date of the initial opt-out notice, for example because they moved into the town.

2.2. On a monthly basis, the LDC shall provide the Competitive Supplier with a Customer List for all New Customers in the Town.

2.3. Within five (5) business days after receiving the Customer List, the Competitive Supplier shall mail the Opt-Out Notice and Reply Card to all New Customers.

2.4. Within five (5) business days after the conclusion of the 30-day opt-out period for the new customers, the Competitive Supplier shall submit an “enroll customer” transaction to the LDC for all New Customers that did not opt-out within the 30-day opt-out period. If any Opt-Out Notices are returned as undeliverable, Competitive Supplier shall attempt to identify a correct address and re-send the notice as described in section 1.7.

2.5. **Commencement of Service.** As specified in the LDC’s Terms and Conditions for Competitive Suppliers, generation service will commence as follows:

2.5.1. On the customer’s next scheduled meter read, for customers with meter read dates at least two business days after the date of the enrollment transaction;

2.5.2. On the customer’s subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the enrollment transaction.

2.5.3. Competitive Supplier will not be responsible for delays caused by the LDC.

3. Opt-Out After Initial Enrollment

- 3.1. **Opt-Out Procedure.** Subsequent to enrollment, a customer may elect to opt out of receiving generation service through the aggregation as follows:
 - 3.1.1. By calling the Competitive Supplier’s customer service number and requesting to opt-out, in which case the Competitive Supplier shall submit a “supplier drops customer” transaction to the LDC within one (1) business day;
 - 3.1.2. By calling the LDC and requesting to be returned to Basic Service, in which case the LDC shall submit a “customer drops supplier” transaction; or
 - 3.1.3. By enrolling with an unrelated competitive supplier, in which case the unrelated competitive supplier shall submit an “enroll customer” transaction to the LDC.
- 3.2. **Effective Date.** The intent is that a customer that opts out will no longer receive Generation service through the aggregation as of:
 - 3.2.1. the customer’s next scheduled meter read, for customers with meter read dates at least two business days after the date of the drop or enrollment transaction;
 - 3.2.2. the customer’s subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the drop or enrollment transaction.

4. Opt-In Procedure

- 4.1. **Applicability**
 - 4.1.1. Customers not being served by the aggregation may opt in at any time.
 - 4.1.2. The opt in procedure applies to the following customers:
 - 4.1.2.1. customers that were once enrolled in the aggregation and opted out; and
 - 4.1.2.2. customers that were not previously enrolled in the aggregation because they opted out before being enrolled or were served by a competitive supplier at the inception of the program.
- 4.2. **Prices**
 - 4.2.1. Prices for opt-in customers shall be at prevailing market rates at the time of the opt in. Unless this requirement is waived by the Town, the end date of any opt-in contract shall be coterminous with end date of the Standard Product.
 - 4.2.2. The Competitive Supplier shall notify the Town of all prices offered to opt-in customers.
- 4.3. **Opt-in Process.**
 - 4.3.1. Customers may opt in to the aggregation by calling the Competitive Supplier’s customer service number and requesting to opt in.
 - 4.3.2. The Competitive Supplier shall fully disclose to the customer the price and all other terms and conditions of service. If the customer agrees to the price and terms and

conditions, the Competitive Supplier shall submit an “enroll customer” transaction to the LDC within five (5) business days.

5. Optional Products

- 5.1. Prior to enrollment, Customers may elect an Optional Product by calling the Competitive Supplier’s customer service number. The Competitive Supplier shall enroll such customers on the Optional Product.

- 5.2 Customers enrolled in the program may elect an Optional Product, or a return to the Basic Product, by calling the Competitive Supplier’s customer service number. Within five (5) business days after a customer makes such an election, the Competitive Supplier shall submit a “change supplier data” transaction to the LDC to make the change in the customer’s rate option.

EXHIBIT C

Opt-Out Notice

CUSTOMER NOTIFICATION LETTER

Dear Electric Service Customer,

Welcome to the **Greenfield Community Light and Power** electricity supply program – your local option for electricity!

Greenfield Community Light and Power is a new Town program that gives you electricity supply alternatives to WMECo while helping to support Greenfield's sustainability efforts.

All eligible residential and commercial electricity customers will receive their electricity supply from <supplier name> instead of WMECo, starting on the first meter read after <month> <day>, 2014.

How You Benefit

- **Renewable energy, cost effectively:** Your electricity will now include a high percentage of renewable energy for a price that is <no more than / less than> your current rate.
- **The choice to use local renewable energy:** The program also allows you to choose local renewable electricity at a rate of X.XXX¢/kWh. To learn more about this option, call <vendor name> at 1-800-XXX-XXXX.
- **Electric bill predictability:** Greenfield has negotiated a XXX-year contract with <vendor name>, which means your electricity supply rate will not change for the next year. (Utility rates change every six months.)

These benefits are possible because the **Greenfield Community Light and Power** program is a municipal electricity aggregation program, which, under Massachusetts law, allows a community to select an electricity supplier and bring the benefits of that choice to all eligible consumers.

No Interruption in Power, Billing, or Customer Service

This change will be nearly invisible to you, and your electricity costs will remain about the same.

Participating in the **Greenfield Community Light and Power** program will change only your electricity supplier. WMECo will continue to read meters, maintain distribution and transmission lines, and provide customer service.

If you are on a budget plan or are eligible for a low-income delivery rate, you will continue to receive those benefits.

The only change you will see is a notification on your next bill from WMECo of a supplier change. On future bills, you will see <vendor name> printed as a line item for supply services. Otherwise:

- Your bill will continue to come from WMECo
- You will continue to send bill payments to WMECo
- You will continue to call WMECo if your power goes out

You Will Be Automatically Enrolled

To participate in the **Greenfield Community Light and Power** program, you need to do nothing. As an eligible WMECo Basic Service customer, you will be automatically enrolled and a part of Greenfield's efforts to meet its commitment to sustainability.

How to Opt Out

If you prefer not to participate, you may opt out by filling out, signing, and returning the enclosed postcard by <month> <date>, 2013. There is *no penalty* for opting



QUESTIONS? LEARN MORE CALL 1-800-XXX-XXXX

- ▶ Read the FAQ online at:
www.greenfield-ma.gov

YOUR NEW SUPPLY PRICE

- ▶ Residential accounts
X.XXX ¢/kWh
- ▶ Small business accounts
X.XXX ¢/kWh
- ▶ Medium and large
business accounts
X.XXX ¢/kWh

COMPARE TO WMECO RATES
ON THE BACK ▶



out of the program, and you may do so *at any time*. To opt out in the future, simply call <vendor> at 1-800-XXX-XXXX.

If you opt out, you will remain on WMECo's Basic Service. At that time, you also have the option to choose a different electricity supplier on your own, if you wish.

Please note that if you do participate in the **Greenfield Community Light and Power** program but fail to pay your bill in a timely manner, you will be placed back on WMECo's Basic Service.

COMPARATIVE ELECTRICITY SUPPLY RATES AND TERMS

	Greenfield Community Light and Power Program	WMECo Basic Service
2014 Rate	<month> <year> meter read – <month> <year> meter read	<month> <day>, <year> – <month> <day>, <year>
Residential accounts	X.XXX¢/kWh	X.XXX¢/kWh
Small business accounts	X.XXX¢/kWh	X.XXX¢/kWh
Medium and large business accounts	X.XXX¢/kWh	X.XXX¢/kWh
Duration	Rate is in effect from <month> <year> meter read through <month> <year> meter read	WMECo Fixed Basic Service rates change every six (6) months for residential and small business accounts and every three (3) months for medium and large business accounts.
Exit Terms	No exit charge	May receive a reconciliation charge or credit.



Town of Greenfield
c/o Competitive Supplier
1 Supplier Street
Supplier, MA 00000

PRESORTED
STANDARD
US POSTAGE PAID
GREENFIELD, MA
PERMIT NO. 10

Do not discard! Time-sensitive notice regarding electricity rates!

EXHIBIT D

Opt-Out Reply Card



GREENFIELD COMMUNITY LIGHT AND POWER PROGRAM OPT-OUT REPLY CARD

Jane Smith
1 Main Street
Greenfield, MA 01301

X _____ Date
Signature

OPT-OUT INSTRUCTIONS

You do not need to take any action to participate in Greenfield Community Light and Power Program.

If you do not wish to participate:

1. Sign and date this card
2. Drop it in the mail

This card must be signed by the Customer of Record whose name appears in the address on this card. You have 30 days from the postmark of the Customer Notification Letter to return the card.

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. XX GREENFIELD MA

POSTAGE WILL BE PAID BY ADDRESSEE

FIRST LAST NAME
123 MAIN STREET
CITY, STATE 02020

FPO

NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES