

# Town of Acton

## Municipal Aggregation Plan

June 14, 2017

The Town of Acton (the “Town”) has developed the Acton Power Choice program to bring the benefits of renewable energy and electricity choice to its residents and businesses. A centerpiece of the program will be the integration of renewable energy into the power supply. The program will also be designed to give program participants the greatest amount of control over their electricity supply by offering two different variations on the electricity mix as well as the ability to leave the program and return to Eversource Basic Service at any time with no penalty or fee. The program is part of the Town’s efforts to move assertively and collectively toward its sustainability goals.

### I. Key Features

The key features of the Town’s municipal aggregation program will include:

**Renewable power:** The Town will include more renewable energy in the power supply than is included in Utility Basic Service, which means pursuing the use of power from resources such as wind and solar.

**Choice:** The Town will offer at least two variations in electricity mix to give program participants a choice in the environmental characteristics and price of their electricity supply.

**Consumer protection:** The Town’s program will include strong consumer protections, including the ability for any customer to leave the standard product at any time with no penalty or fee. There will be no hidden charges of any kind.

### II. Support for Renewable Energy

The integration of renewable energy into the Town’s power supply is a driving motivation for Acton’s program. Acton anticipates achieving that integration in three key ways:

#### 1. A Greener Standard Offering

The program will seek to provide a standard, or default, electricity offering that includes a higher renewable energy content than is included in Eversource Basic Service. The Town will consider a variety of renewable energy resources and will choose the option that offers the best combination of renewable content and price.

#### 2. An Even Greener Option

The program will offer at least one option that is even greener than the standard offering. For example, this option may include a higher percentage of renewable content from new, renewable resources within New England. Or it may include a higher percentage of solar. This option would be available at an additional cost to program participants. By offering this option in addition to the standard offering, the Town will give its residents and businesses the freedom to make individual choices about the environmental content of their power supply.

### 3. Incorporating Local Renewable Resources

As is possible and cost effective, the Town may also choose to integrate electricity produced by local renewable energy projects, such as projects located within the Town or other Massachusetts communities, into the Town's power supply. The Town envisions achieving this integration through the purchase of Renewable Energy Certificates (RECs) associated with those projects.

## III. Procedural Requirements

The Municipal Aggregation Statute, G.L. c. 164, § 134, sets out the legal requirements for a municipal aggregation plan. Those requirements include procedural requirements, specified plan elements, and substantive requirements. The procedural requirements are discussed below, and the other requirements in the sections that follow.

### 1. Local Approval

The Municipal Aggregation Statute provides that a town may initiate the process to aggregate electrical load upon authorization by a majority vote of town meeting. The Town obtained such authorization by vote at its Annual Town Meeting held on April 4, 2016. A copy of the Town Meeting vote is attached as Exhibit A.

### 2. Consultation with the Department of Energy Resources

The aggregation statute also requires the Town to consult with the Department of Energy Resources (DOER) in developing its aggregation plan. The Town submitted a draft of its Aggregation Plan to DOER and Town officials met with DOER to discuss that draft on August 16, 2016.

### 3. Citizen Review

The Town has made the Aggregation Plan available for review by its citizens at a public meeting of the Board of Selectmen on July 11, 2016. The draft Aggregation Plan was posted on the Town website with a comment period for the Town's electricity consumers to submit feedback.

## IV. Elements of the Plan

The Municipal Aggregation Statute requires that the Aggregation 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:

**Board of Selectmen and Town Manager:** The aggregation will be overseen by the Board of Selectmen and the Town Manager. The Board of Selectmen will review the plan and set the policy direction. The Town Manager will approve the plan, manage the consulting team, and sign the electric supply agreement.

**Consultants:** The Town’s aggregation consulting team (hereinafter jointly referred to as “Consultant”) will manage the aggregation under the Town Manager’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. The Town has selected the team of Bay State Consultants and Peregrine Energy Group to provide these services for an initial term.

**Competitive Supplier:** The competitive supplier will provide power for the aggregation, provide customer support including staffing a toll-free 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 Department of Public Utilities (DPU), the key operational steps will be:

- a. Issue a Request for Proposals (RFP) and select winning competitive supplier
- b. Implement the public information program, including notice of the 30-day opt-out period
- c. Enroll customers and provide service, including required information disclosures

### a. Issue a Request for Proposals and select winning competitive supplier

After the DPU approves the Aggregation Plan, the next step is to procure the electricity supply.

The Town 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 terms and conditions of a Competitive Electric Service Agreement (ESA), substantially in the form of the Town’s model Competitive Electric Service Agreement. The agreement requires the supplier to:

- Provide all-requirements service
- Allow customers to exit the standard product at any time with no penalty or fee
- Agree to specified customer service standards
- Comply with all requirements of the DPU and the local distribution company

The Town will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions prescribed in the ESA. If none of the bids are satisfactory, the Town will reject all bids and repeat the solicitation as often as needed until market conditions yield a price that is acceptable to the Town.

The Town will solicit bids both for power supply that meets the Massachusetts Renewable Portfolio Standard (RPS) requirements and for a greener supply containing additional renewable energy over and above the RPS requirements. The renewable energy in the power supply will be documented using Renewable Energy Certificates (RECs). The Town will seek bids that include RECs from a variety of renewable sources, and will choose the proposal that offers the best combination of environmental benefit and price.

The Town will ask bidders to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The Town will 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 notice of the pre-launch opt-out period**

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

The delivery of a public education plan and associated materials are pivotal to ensuring clarity, participation, and enthusiasm for the aggregation. 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 of the program.

The public education plan will include both broad-based efforts and a 30-day opt-out notice to be mailed to every eligible 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 and other outlets identified as valuable by the Town.
- Dedicated informational Web pages that explain the Aggregation Plan, community benefits, the opt-out process, the environmental content of the power supply, 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 the local cable access channel.
- An informational slide broadcast on the local cable access television channel.
- Announcements on the Town's social media accounts.
- 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 website as downloadable files and in the Town Hall and other public buildings.
- A community-wide presentation, open to all community members.
- A presentation targeted specifically for seniors.

The Town will ensure that residents with limited English proficiency have access to program information by crafting a simplified-English flyer about the program. That flyer will be translated into key languages, such as Brazilian Portuguese and Mandarin. It will be made available online and in Town offices where some residents with limited English proficiency come for help. The flyer will also be distributed to

community resources, such as local ESOL teaching organizations, community leaders, and volunteers that work with Acton residents who need help with their English.

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

*ii. Notice of the 30-day, pre-launch opt-out period*

In addition to the broad-based education initiatives, a 30-day opt-out notice will be mailed to every eligible customer on basic service. The notice will be 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 utility basic service. The opt-out notice is attached to this Plan as Exhibit B. The opt-out envelope is attached 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 by this method. The notice will be designed by the Town 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. A postage-paid return envelope will be included for use with the reply card.

**c. Enroll customers and provide service, including information disclosure**

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 the local distribution company, Eversource, will be conducted in compliance with the relevant provisions of DPU regulations, Eversource's *Terms and Conditions for Competitive Suppliers* (as amended or superseded from time to time), and the protocols of the Massachusetts Electronic Business Transactions Working Group.

Once customers are enrolled, the electricity supplier will provide all-requirements power supply service. The supplier will also provide ongoing customer service, maintain a 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, the Town intends to enter a new supply agreement.

As part of its ongoing service, the Town will provide the disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. Like the other Massachusetts aggregations, the Town 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 the Town to provide the required information to its customers as effectively as through mailings.

**d. Annual report to DOER**

On an annual basis, the Town will report to DOER on the status of the program, including number of customers enrolled and opting-out, kilowatt-hour sales, customer savings, and participation in green

products (all as provided to the Town by the supplier), as well as 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 include the costs of RECs and 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 Competitive Electric Service Agreement. 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.

### 4. Rate Setting and Other Costs to Participants

As described above, the program's electricity supply charges will be set through a competitive bidding process and will include the administrative adder. Prices, terms, and conditions will vary by product and may differ among customer classes. For each customer class, prices will be fixed for periods at least as long as the basic service price period for the class.<sup>1</sup> When prices change, the Town will notify consumers by issuing a media release and posting a notice on the Town web site.

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

Participants will receive one bill from their local distribution company that includes both the electricity supply charge and their local distribution company's delivery charges.

### 5. Method of Entering and Terminating Agreements with Other Entities

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Aggregation 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:

- The Town's consultants will prepare and issue an RFQ on behalf of the Town
- The Town will receive and evaluate qualifications
- The Town's consultants will issue an RFP for prices

---

<sup>1</sup> Basic service pricing periods vary by customer class. For residential and small business customers, the prices change every six months. For medium and large business customers, prices change monthly.

- The Town will receive and evaluate bids and, if acceptable, execute a contract with the winning bidder. The Board of Selectmen will be responsible for executing the supply contract.

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

## 6. Rights and Responsibilities of Program Participants

All participants will have the right to opt out of the standard product at any time without charge. They may exercise that right by any of the following: 1) calling the competitive supplier's toll-free number; 2) contacting Eversource 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, Eversource, and the DPU. As appropriate, the Town and Consultant will direct customer complaints to the competitive supplier, Eversource, 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 Competitive Electric Service Agreement, The Town 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 Competitive Electric Service Agreement without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Board of Selectmen to dissolve the program effective on the end date of any outstanding supply agreement. In the event of termination, customers would be returned to the local distribution company's basic service via Electronic Data Interchange (EDI) by the competitive supplier in accordance with the rules set forth in the Electronic Business Transactions (EBT) Working Group Report unless the customers choose an alternative competitive supplier.

The Town will notify the local distribution company of the planned termination or extension of the program. In particular, the Town will provide 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.

The Town will notify consumers of program termination by issuing a media release and posting a notice on the Town web site. In addition, consumers will receive notice of a supplier change on their bill from the local distribution company.

## 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

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

### 1. Universal Access

The Aggregation 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 eligible basic service customers will be automatically enrolled in the program unless they choose to opt out.

As new customers move into the Town, they 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 within the 30-day opt-out period. New customers will be offered the same price as the existing customers, with the exception of new Very Large Commercial and Industrial 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 offered 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 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 also requires the competitive supplier to maintain insurance (ESA, Article 16). 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, large business) by soliciting separate pricing for each of those classes. The program will use the same customer classes that the local distribution companies use for their 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 and terms of service associated with that product.



Third, as described above under “Universal Access,” among New Customers, the program may 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.

Finally, consistent with DPU rulings, among customers that are served by a competitive supplier at the time of program launch and later seek to join the aggregation, the program will distinguish between a) residential and small commercial and industrial (C&I) customers, and b) medium, large, and very large C&I customers. Residential and small C&I customers will be offered standard contract pricing. Medium, large, and very large C&I customers will be offered market based rates which will reflect market conditions at the time the customer seeks to join the aggregation.

## VI. PLANNED SCHEDULE

Milestone	Day Estimate
RFQ for competitive supplier issued	Day 1
RFP for final supply prices issued	Day 35
Electricity Supply Agreement executed	Day 49
Broad-based educational campaign begins, including the announcement of supply contract and pricing and the launch of program web site.	Day 50
Opt-out notice mailed to customers	Day 56
Opt-out deadline	Day 86
Service begins as of each customer’s next meter read date	Day 90

The planned schedule is presented for illustrative purposes. The final schedule will be established when the Town receives regulatory approval.<sup>2</sup>

## VII. CONCLUSION

The Acton Power 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. The Town looks forward to the approval of this plan by the DPU so that the Town can launch the program and bring the benefits of rate stability, renewable energy, and increased electricity choice to its residents and businesses.

---

<sup>2</sup> The planned schedule is designed to give the competitive supplier sufficient time to satisfy EDI testing requirements. However, the schedule will be adjusted if additional time is needed to meet those requirements.

EXHIBIT A

Town Meeting Resolution Authorizing Aggregation



TOWN CLERK

A TRUE COPY, ATTEST:

*Jan K. Sykora*

TOWN CLERK, ACTON, MA

TOWN OF ACTON

472 MAIN STREET

ACTON, MASSACHUSETTS, 01720

TELEPHONE (978) 929-6620

FAX (978) 929-6340

[clerk@acton-ma.gov](mailto:clerk@acton-ma.gov)

---

EXCERPT OF THE ANNUAL TOWN MEETING HELD

MONDAY, APRIL 4, 2016, 7:00 P.M.

ACTON-BOXBOROUGH REGIONAL HIGH SCHOOL AUDITORIUM

WITH ADJOURNED SESSION HELD APRIL 5, 2016

---

**Article 28 Authorize Electrical Load Aggregation**

(Majority vote)

To see if the Town will initiate the process to aggregate electrical load pursuant to Massachusetts General Laws Chapter 164, § 134, and grant the Board of Selectmen authority to research, develop and participate in a contract, or contracts, to aggregate the electricity load of the residents and businesses in the Town and for other related services, independently, or in joint action with other municipalities, retaining the right of individual residents and businesses to opt-out of the aggregation, or take any other action relative thereto.

**MOTION:** Mr. Berry moves that the Town authorize the Board of Selectmen and the Town Manager, acting pursuant to Massachusetts General Laws Chapter 164, Section 134 and other applicable law, to research, develop, initiate and participate in the process and in a contract or contracts to aggregate the electricity load of the interested electricity consumers, residents and businesses in the Town and for other related services, independently, or in joint action with any other municipality or municipalities, retaining the right of individual electricity consumers, residents and businesses in the Town to opt-out of the aggregation, and authorize the Town Manager, with the approval of the Board of Selectmen, to execute all documents necessary to accomplish same.

**MOTION CARRIES UNANIMOUSLY**



## TOWN OF ACTON

### MUNICIPAL ELECTRICITY AGGREGATION PROGRAM NOTIFICATION LETTER

<MONTH> <DAY>, 2017

Dear Acton Electricity Service Customer,

I am writing with information about the supply charges on your Eversource electric bill.

Currently, you are an Eversource Basic Service customer. This means Eversource delivers your electricity, and Eversource is also your electricity supplier (they buy electricity for you).

In July 2017, you will be **automatically enrolled** in the new Town electricity aggregation program, **Acton Power Choice**. With this program, Eversource will continue delivering your electricity, but the Town will select its own electricity supplier. Acton has signed a XX-month contract with <SUPPLIER NAME> to launch the program. This change will allow Acton to increase the amount of renewable energy in your electricity and give you a price that is *lower* than Eversource Basic Service at program launch, however savings cannot be guaranteed.

**If you received this letter, you will be AUTOMATICALLY enrolled in Acton Power Choice, unless you choose not to participate.**

- **If you participate:** Eversource will deliver your electricity, fix power outages, and bill you, but <SUPPLIER NAME> will be your electricity supplier. You will see <SUPPLIER NAME> and the program price on the supply portion of your Eversource electric bill. Delivery charges will be unaffected.
- **If you do not participate:** Eversource will continue to be your electricity supplier, and the supply portion of your electric bill will remain on the Eversource Basic Service rate.

#### Program Benefits

**Local, renewable electricity** - Your electricity will now include more renewable energy than the minimum required by the state, and the extra will come from projects in New England.

**Choice** - The program gives you two options: 1) Power Choice Standard, which includes 5% from renewable energy projects in New England, in addition to the minimum required by the state, and 2) Power Choice Green, which provides 100% renewable energy, all from renewable energy projects located in New England. You will be automatically enrolled in Power Choice Standard, but you may choose Power Choice Green. (*Details on back.*)

**Predictability** - While Eversource prices fluctuate, your electricity supply price will not change before your <MONTH> <YEAR> meter read. There are no hidden costs.

#### Your Relationship with Eversource

Your primary relationship for electricity will remain with Eversource.

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

**If you are eligible for a low-income delivery rate or fuel assistance, you will continue to receive those benefits.**

## Acton Power Choice

### Your New Electricity Supply Price

<X.XX> ¢/kWh

This price will begin with your <MONTH> 20XX meter read. It will first appear on your <MONTH> 20XX Eversource electric bill. It will end with your <MONTH> 20XX meter read. Compare to Eversource rates on the back. ▶

### Customer Support

**1-844-379-9933**

[acton@masspowerchoice.com](mailto:acton@masspowerchoice.com)  
[www.masspowerchoice.com/acton](http://www.masspowerchoice.com/acton)

### Don't Want to Participate?

**You don't have to. There is no penalty or fee to opt out of the program, and you may opt out at any time.**

If you choose not to participate, you will remain an Eversource Basic Service customer.

To opt out before the program begins, do one of the following before <MONTH> <DAY>, 2017:

- ▶ Sign & return the enclosed reply card, call <SUPPLIER NAME> at **1-8XX-XXX-XXXX**, or opt out online at [www.masspowerchoice.com/acton](http://www.masspowerchoice.com/acton).

To opt out in the future, do one of the following at any time:

- ▶ Call <SUPPLIER NAME> at **1-8XX-XXX-XXXX** or opt out online at [www.masspowerchoice.com/acton](http://www.masspowerchoice.com/acton).

## Program Options & Pricing

<b>1. If you do nothing, you will be automatically enrolled in POWER CHOICE STANDARD:</b>	<X.XXX>* ¢/kWh for residential, small business, and medium & large business accounts
<b>Renewable energy content</b>	5% from renewable energy projects in New England, in addition to the minimum required by the state.
<b>Rate term</b>	<MONTH> 20XX meter read - <MONTH> 20XX meter read.
<b>Exit terms</b>	Leave any time. No exit charge.
<b>2. If you want 100% green energy, you may choose POWER CHOICE GREEN:</b>	<X.XXX>* ¢/kWh for residential, small business, and medium & large business accounts
*** To choose POWER CHOICE GREEN, call <SUPPLIER NAME> at 1-8XX-XXX-XXXX ***	
<b>Renewable energy content</b>	100% renewable energy, all from renewable energy projects in New England.
<b>Rate term</b>	<MONTH> 20XX meter read - <MONTH> 20XX meter read.
<b>Exit terms</b>	Leave any time. No exit charge.
<b>3. If you choose to opt out, you will remain on EVERSOURCE BASIC SERVICE:</b>	<X.XXX> ¢/kWh residential <X.XXX> ¢/kWh small business <X.XXX> ¢/kWh medium & large business
<b>Renewable energy content</b>	Meets Massachusetts minimum renewable energy requirements.
<b>Rate term</b>	<MONTH> <DAY>, 20XX - <MONTH><DAY>, 20XX, for residential and small business accounts. <MONTH> <DAY>, 20XX - <MONTH> <DAY>, 20XX, for medium & large business accounts. Eversource's fixed Basic Service rates change every 6 months for residential and small business accounts and every 3 months for medium and large business accounts.
<b>Exit terms</b>	Leave any time. No exit charge.

\* The Power Choice Standard price and the Power Choice Green price both include a \$0.001 / kWh administration fee.

## Frequently Asked Questions

**Are savings guaranteed?** No. The program price is guaranteed to be below Eversource only until the end of the current Eversource rate term. The Eversource rate will next change on <MONTH> <DAY>, 20XX, for residential and small business accounts and on <MONTH> <DAY>, 20XX, for medium and large business accounts.

**I have signed my own contract with an electricity supplier. Will I be automatically enrolled?** If you have already established a contract with a different electricity supplier, you should not be automatically enrolled. However, if you received this letter but you have an existing electricity supply contract, you should opt out of the program.

**I have solar panels on my property. If I join, will I continue to receive net metering credits?** Yes. Net metering will work the same way if you participate in the program. Your net metering credits from your solar panels will continue to appear on your Eversource bill and will continue to be calculated based on Eversource's Basic Service price, not on the program price.

If you have any additional questions, please do not hesitate to contact customer support at [acton@masspowerchoice.com](mailto:acton@masspowerchoice.com) or **1-844-379-9933**. Our Town consultants will be happy to help you.

Steven Ledoux  
Town Manager

# EXHIBIT C

## Opt-Out Envelope



	<p><b>Town of Acton</b> C/O VENDOR NAME [STREET ADDRESS] [CITY], [STATE] 00000-0000</p>	<p>PRESORTED STANDARD US POSTAGE PAID CITY, XX PERMIT, NO XXXX</p>
<p><b>Time-sensitive notice sent on behalf of the Town regarding your electricity rates.</b></p>		

EXHIBIT D

Opt-Out Reply Card



**ACTON POWER CHOICE  
OPT-OUT REPLY CARD**

**OPT-OUT INSTRUCTIONS**

You do not need to take any action to participate in Acton Power Choice.

If you **do not** wish to participate:

1. Sign and date this card.
2. Place the card in the enclosed envelope and drop the envelope in the mail.

This card must be signed by the Customer of Record whose name appears in the address on this card. You must return the card by <MONTH> <DAY>, <YEAR>, to opt out of the program before program launch on <MONTH> <DAY>, <YEAR>.

X \_\_\_\_\_  
Signature Date

# Town of Acton

## Municipal Aggregation Plan

~~June 14, 2017~~

Deleted: August 21, 2016

The Town of Acton (the "Town") has developed the Acton Power Choice program to bring the benefits of renewable energy and electricity choice to its residents and businesses. A centerpiece of the program will be the integration of renewable energy into the power supply. The program will also be designed to give program participants the greatest amount of control over their electricity supply by offering two different variations on the electricity mix as well as the ability to leave the program and return to Eversource Basic Service at any time with no penalty or fee. The program is part of the Town's efforts to move assertively and collectively toward its sustainability goals.

### I. Key Features

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

**Renewable power:** The Town will include more renewable energy in the power supply than is included in Utility Basic Service, which means pursuing the use of power from resources such as wind and solar.

**Choice:** The Town will offer at least two variations in electricity mix to give program participants a choice in the environmental characteristics and price of their electricity supply.

**Consumer protection:** The Town's program will include strong consumer protections, including the ability for any customer to leave the standard product at any time with no penalty or fee. There will be no hidden charges of any kind.

### II. Support for Renewable Energy

The integration of renewable energy into the Town's power supply is a driving motivation for Acton's program. Acton anticipates achieving that integration in three key ways:

#### 1. A Greener Standard Offering

The program will seek to provide a standard, or default, electricity offering that includes a higher renewable energy content than is included in Eversource Basic Service. The Town will consider a variety of renewable energy resources and will choose the option that offers the best combination of renewable content and price.

#### 2. An Even Greener Option

The program will offer at least one option that is even greener than the standard offering. For example, this option may include a higher percentage of renewable content from new, renewable resources within New England. Or it may include a higher percentage of solar. This option would be available at an additional cost to program participants. By offering this option in addition to the standard offering, the Town will give its residents and businesses the freedom to make individual choices about the environmental content of their power supply.

### 3. Incorporating Local Renewable Resources

As is possible and cost effective, the Town may also choose to integrate electricity produced by local renewable energy projects, such as projects located within the Town or other Massachusetts communities, into the Town's power supply. The Town envisions achieving this integration through the purchase of Renewable Energy Certificates (RECs) associated with those projects.

## III. Procedural Requirements

The Municipal Aggregation Statute, G.L. c. 164, § 134, sets out the legal requirements for a municipal aggregation plan. Those requirements include procedural requirements, specified plan elements, and substantive requirements. The procedural requirements are discussed below, and the other requirements in the sections that follow.

### 1. Local Approval

The Municipal Aggregation Statute provides that a town may initiate the process to aggregate electrical load upon authorization by a majority vote of town meeting. The Town obtained such authorization by vote at its Annual Town Meeting held on April 4, 2016. A copy of the Town Meeting vote is attached as Exhibit A.

### 2. Consultation with the Department of Energy Resources

The aggregation statute also requires the Town to consult with the Department of Energy Resources (DOER) in developing its aggregation plan. The Town submitted a draft of its Aggregation Plan to DOER and Town officials met with DOER to discuss that draft on August 16, 2016.

### 3. Citizen Review

The Town has made the Aggregation Plan available for review by its citizens at a public meeting of the Board of Selectmen on July 11, 2016. The draft Aggregation Plan was posted on the Town website with a comment period for the Town's electricity consumers to submit feedback.

## IV. Elements of the Plan

The Municipal Aggregation Statute requires that the Aggregation 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:



**Board of Selectmen and Town Manager:** The aggregation will be overseen by the Board of Selectmen and the Town Manager. The Board of Selectmen will review the plan and set the policy direction. The Town Manager will approve the plan, manage the consulting team, and sign the electric supply agreement.

**Consultants:** The Town's aggregation consulting team (hereinafter jointly referred to as "Consultant") will manage the aggregation under the Town Manager'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. The Town has selected the team of Bay State Consultants and Peregrine Energy Group to provide these services for an initial term.

**Competitive Supplier:** The competitive supplier will provide power for the aggregation, provide customer support including staffing a toll-free 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 Department of Public Utilities (DPU), the key operational steps will be:

- a. Issue a Request for Proposals (RFP) and select winning competitive supplier
  - b. Implement the public information program, including notice of the 30-day opt-out period
  - c. Enroll customers and provide service, including required information disclosures
- a. Issue a Request for Proposals and select winning competitive supplier

After the DPU approves the Aggregation Plan, the next step is to procure the electricity supply.

The Town 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 terms and conditions of a Competitive Electric Service Agreement (ESA), substantially in the form of the Town's model Competitive Electric Service Agreement. The agreement requires the supplier to:

- Provide all-requirements service
- Allow customers to exit the standard product at any time with no penalty or fee
- Agree to specified customer service standards
- Comply with all requirements of the DPU and the local distribution company

The Town will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions prescribed in the ESA. If none of the bids are satisfactory, the Town will reject all bids and repeat the solicitation as often as needed until market conditions yield a price that is acceptable to the Town.

The Town will solicit bids both for power supply that meets the Massachusetts Renewable Portfolio Standard (RPS) requirements and for a greener supply containing additional renewable energy over and above the RPS requirements. The renewable energy in the power supply will be documented using Renewable Energy Certificates (RECs). The Town will seek bids that include RECs from a variety of renewable sources, and will choose the proposal that offers the best combination of environmental benefit and price.

The Town will ask bidders to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The Town will 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 notice of the pre-launch opt-out period**

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

The delivery of a public education plan and associated materials are pivotal to ensuring clarity, participation, and enthusiasm for the aggregation. 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 of the program.

The public education plan will include both broad-based efforts and a 30-day opt-out notice to be mailed to every eligible 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 and other outlets identified as valuable by the Town.
- Dedicated informational Web pages that explain the Aggregation Plan, community benefits, the opt-out process, the environmental content of the power supply, 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 the local cable access channel.
- An informational slide broadcast on the local cable access television channel.
- Announcements on the Town's social media accounts.
- 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 website as downloadable files and in the Town Hall and other public buildings.
- A community-wide presentation, open to all community members.
- A presentation targeted specifically for seniors.

The Town will ensure that residents with limited English proficiency have access to program information by crafting a simplified-English flyer about the program. That flyer will be translated into key languages, such as Brazilian Portuguese and Mandarin. It will be made available online and in Town offices where some residents with limited English proficiency come for help. The flyer will also be distributed to

community resources, such as local ESOL teaching organizations, community leaders, and volunteers that work with Acton residents who need help with their English.

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

*ii. Notice of the 30-day, pre-launch opt-out period*

In addition to the broad-based education initiatives, a 30-day opt-out notice will be mailed to every eligible customer on basic service. The notice will be 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 utility basic service. The opt-out notice is attached to this Plan as Exhibit B. The opt-out envelope is attached 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 by this method. The notice will be designed by the Town 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. A postage-paid return envelope will be included for use with the reply card.

**c. Enroll customers and provide service, including information disclosure**

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 the local distribution company, Eversource, will be conducted in compliance with the relevant provisions of DPU regulations, Eversource's *Terms and Conditions for Competitive Suppliers* (as amended or superseded from time to time), and the protocols of the Massachusetts Electronic Business Transactions Working Group.

Once customers are enrolled, the electricity supplier will provide all-requirements power supply service. The supplier will also provide ongoing customer service, maintain a 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, the Town intends to enter a new supply agreement.

As part of its ongoing service, the Town will provide the disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. Like the other Massachusetts aggregations, the Town 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 the Town to provide the required information to its customers as effectively as through mailings.

**d. Annual report to DOER**

On an annual basis, the Town will report to DOER on the status of the program, including number of customers enrolled and opting-out, kilowatt-hour sales, customer savings, and participation in green

products (all as provided to the Town by the supplier), as well as 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 include the costs of RECs and 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 Competitive Electric Service Agreement. 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.

### 4. Rate Setting and Other Costs to Participants

As described above, the program's electricity supply charges will be set through a competitive bidding process and will include the administrative adder. Prices, terms, and conditions will vary by product and may differ among customer classes. For each customer class, prices will be fixed for periods at least as long as the basic service price period for the class.<sup>1</sup> When prices change, the Town will notify consumers by issuing a media release and posting a notice on the Town web site.

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

Participants will receive one bill from their local distribution company that includes both the electricity supply charge and their local distribution company's delivery charges.

### 5. Method of Entering and Terminating Agreements with Other Entities

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Aggregation 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:

- The Town's consultants will prepare and issue an RFQ on behalf of the Town
- The Town will receive and evaluate qualifications
- The Town's consultants will issue an RFP for prices

---

<sup>1</sup> Basic service pricing periods vary by customer class. For residential and small business customers, the prices change every six months. For medium and large business customers, prices change monthly.

- The Town will receive and evaluate bids and, if acceptable, execute a contract with the winning bidder. The Board of Selectmen will be responsible for executing the supply contract.

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

#### 6. Rights and Responsibilities of Program Participants

All participants will have the right to opt out of the standard product at any time without charge. They may exercise that right by any of the following: 1) calling the competitive supplier's toll-free number; 2) contacting Eversource 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, Eversource, and the DPU. As appropriate, the Town and Consultant will direct customer complaints to the competitive supplier, Eversource, 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 Competitive Electric Service Agreement, The Town 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 Competitive Electric Service Agreement without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Board of Selectmen to dissolve the program effective on the end date of any outstanding supply agreement. In the event of termination, customers would be returned to the local distribution company's basic service via Electronic Data Interchange (EDI) by the competitive supplier in accordance with the rules set forth in the Electronic Business Transactions (EBT) Working Group Report unless the customers choose an alternative competitive supplier.

The Town will notify the local distribution company of the planned termination or extension of the program. In particular, the Town will provide 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.

The Town will notify consumers of program termination by issuing a media release and posting a notice on the Town web site. In addition, consumers will receive notice of a supplier change on their bill from the local distribution company.

#### 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

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

### 1. Universal Access

The Aggregation 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 eligible basic service customers will be automatically enrolled in the program unless they choose to opt out.

As new customers move into the Town, they 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 within the 30-day opt-out period.

New customers will be offered the same price as the existing customers, with the exception of new Very Large Commercial and Industrial 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 offered 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 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 also requires the competitive supplier to maintain insurance (ESA, Article 16). 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, large business) by soliciting separate pricing for each of those classes. The program will use the same customer classes that the local distribution companies use for their 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 and terms of service associated with that product.

**Deleted:** As new customers move into the Town, they will receive a notice informing them of the aggregation and of their right to opt out.

Third, as described above under “Universal Access,” among New Customers, the program may 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.

Finally, consistent with DPU rulings, among customers that are served by a competitive supplier at the time of program launch and later seek to join the aggregation, the program will distinguish between a) residential and small commercial and industrial (C&I) customers, and b) medium, large, and very large C&I customers. Residential and small C&I customers will be offered standard contract pricing. Medium, large, and very large C&I customers will be offered market based rates which will reflect market conditions at the time the customer seeks to join the aggregation.

## VI. PLANNED SCHEDULE

Milestone	Day Estimate
RFQ for competitive supplier issued	Day 1
RFP for final supply prices issued	Day 35
Electricity Supply Agreement executed	Day 49
Broad-based educational campaign begins, including the announcement of supply contract and pricing and the launch of program web site.	Day 50
Opt-out notice mailed to customers	Day 56
Opt-out deadline	Day 86
Service begins as of each customer’s next meter read date	Day 90

The planned schedule is presented for illustrative purposes. The final schedule will be established when the Town receives regulatory approval.<sup>2</sup>

## VII. CONCLUSION

The Acton Power 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. The Town looks forward to the approval of this plan by the DPU so that the Town can launch the program and bring the benefits of rate stability, renewable energy, and increased electricity choice to its residents and businesses.

---

<sup>2</sup> The planned schedule is designed to give the competitive supplier sufficient time to satisfy EDI testing requirements. However, the schedule will be adjusted if additional time is needed to meet those requirements.

EXHIBIT A

Town Meeting Resolution Authorizing Aggregation



TOWN CLERK

A TRUE COPY, ATTEST:

*Jan K. Sparradick*  
TOWN CLERK, ACTON, MA

TOWN OF ACTON  
472 MAIN STREET  
ACTON, MASSACHUSETTS, 01720  
TELEPHONE (978) 929-6620  
FAX (978) 929-6340  
[clerk@acton-ma.gov](mailto:clerk@acton-ma.gov)

---

EXCERPT OF THE ANNUAL TOWN MEETING HELD

MONDAY, APRIL 4, 2016, 7:00 P.M.

ACTON-BOXBOROUGH REGIONAL HIGH SCHOOL AUDITORIUM

WITH ADJOURNED SESSION HELD APRIL 5, 2016

---

**Article 28 Authorize Electrical Load Aggregation**  
(Majority vote)

To see if the Town will initiate the process to aggregate electrical load pursuant to Massachusetts General Laws Chapter 164, § 134, and grant the Board of Selectmen authority to research, develop and participate in a contract, or contracts, to aggregate the electricity load of the residents and businesses in the Town and for other related services, independently, or in joint action with other municipalities, retaining the right of individual residents and businesses to opt-out of the aggregation, or take any other action relative thereto.

**MOTION:** Mr. Berry moves that the Town authorize the Board of Selectmen and the Town Manager, acting pursuant to Massachusetts General Laws Chapter 164, Section 134 and other applicable law, to research, develop, initiate and participate in the process and in a contract or contracts to aggregate the electricity load of the interested electricity consumers, residents and businesses in the Town and for other related services, independently, or in joint action with any other municipality or municipalities, retaining the right of individual electricity consumers, residents and businesses in the Town to opt-out of the aggregation, and authorize the Town Manager, with the approval of the Board of Selectmen, to execute all documents necessary to accomplish same.

**MOTION CARRIES UNANIMOUSLY**





## TOWN OF ACTON

### MUNICIPAL ELECTRICITY AGGREGATION PROGRAM NOTIFICATION LETTER

<MONTH> <DAY>, 2017

Dear Acton Electricity Service Customer,

I am writing with information about the supply charges on your Eversource electric bill.

Currently, you are an Eversource Basic Service customer. This means Eversource delivers your electricity, and Eversource is also your electricity supplier (they buy electricity for you).

In July 2017, you will be **automatically enrolled** in the new Town electricity aggregation program, **Acton Power Choice**. With this program, Eversource will continue delivering your electricity, but the Town will select its own electricity supplier. Acton has signed a XX-month contract with <SUPPLIER NAME> to launch the program. This change will allow Acton to increase the amount of renewable energy in your electricity and give you a price that is *lower* than Eversource Basic Service at program launch, **however savings cannot be guaranteed**.

**If you received this letter, you will be AUTOMATICALLY enrolled in Acton Power Choice, unless you choose not to participate.**

- **If you participate:** Eversource will deliver your electricity, fix power outages, and bill you, but <SUPPLIER NAME> will be your electricity supplier. You will see <SUPPLIER NAME> and the program price on the supply portion of your Eversource electric bill. Delivery charges will be unaffected.
- **If you do not participate:** Eversource will continue to be your electricity supplier, and the supply portion of your electric bill will remain on the Eversource Basic Service rate.

#### Program Benefits

**Local, renewable electricity** - Your electricity will now include more renewable energy than the minimum required by the state, and the extra will come from projects in New England.

**Choice** - The program gives you two options: 1) Power Choice Standard, which includes 5% from renewable energy projects in New England, in addition to the minimum required by the state, and 2) Power Choice Green, which provides 100% renewable energy, all from renewable energy projects located in New England. You will be automatically enrolled in Power Choice Standard, but you may choose Power Choice Green. (*Details on back.*)

**Predictability** - While Eversource prices fluctuate, your electricity supply price will not change before your <MONTH> <YEAR> meter read. There are no hidden costs.

#### Your Relationship with Eversource

Your primary relationship for electricity will remain with Eversource.

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

**If you are eligible for a low-income delivery rate or fuel assistance, you will continue to receive those benefits.**

## Acton Power Choice

### Your New Electricity Supply Price

<X.XX> ¢/kWh

This price will begin with your <MONTH> 20XX meter read. It will first appear on your <MONTH> 20XX Eversource electric bill. It will end with your <MONTH> 20XX meter read. Compare to Eversource rates on the back. ▶

### Customer Support

**1-844-379-9933**

[acton@masspowerchoice.com](mailto:acton@masspowerchoice.com)  
[www.masspowerchoice.com/acton](http://www.masspowerchoice.com/acton)

### Don't Want to Participate?

**You don't have to. There is no penalty or fee to opt out of the program, and you may opt out at any time.**

If you choose not to participate, you will remain an Eversource Basic Service customer.

To opt out before the program begins, do one of the following before <MONTH> <DAY>, 2017:

- ▶ Sign & return the enclosed reply card, call <SUPPLIER NAME> at **1-8XX-XXX-XXXX**, or opt out online at [www.masspowerchoice.com/acton](http://www.masspowerchoice.com/acton).

To opt out in the future, do one of the following at any time:

- ▶ Call <SUPPLIER NAME> at **1-8XX-XXX-XXXX** or opt out online at [www.masspowerchoice.com/acton](http://www.masspowerchoice.com/acton).

## Program Options & Pricing

<b>1. If you do nothing, you will be automatically enrolled in POWER CHOICE STANDARD:</b>		<X.XXX>* ¢/kWh for residential, small business, and medium & large business accounts
<b>Renewable energy content</b>	5% from renewable energy projects in New England, in addition to the minimum required by the state.	
<b>Rate term</b>	<MONTH> 20XX meter read - <MONTH> 20XX meter read.	
<b>Exit terms</b>	Leave any time. No exit charge.	
<b>2. If you want 100% green energy, you may choose POWER CHOICE GREEN:</b>		<X.XXX>* ¢/kWh for residential, small business, and medium & large business accounts
*** To choose POWER CHOICE GREEN, call <SUPPLIER NAME> at 1-8XX-XXX-XXXX ***		
<b>Renewable energy content</b>	100% renewable energy, all from renewable energy projects in New England.	
<b>Rate term</b>	<MONTH> 20XX meter read - <MONTH> 20XX meter read.	
<b>Exit terms</b>	Leave any time. No exit charge.	
<b>3. If you choose to opt out, you will remain on EVERSOURCE BASIC SERVICE:</b>		<X.XXX> ¢/kWh residential <X.XXX> ¢/kWh small business <X.XXX> ¢/kWh medium & large business
<b>Renewable energy content</b>	Meets Massachusetts minimum renewable energy requirements.	
<b>Rate term</b>	<MONTH> <DAY>, 20XX - <MONTH><DAY>, 20XX, for residential and small business accounts. <MONTH> <DAY>, 20XX - <MONTH> <DAY>, 20XX, for medium & large business accounts. Eversource's fixed Basic Service rates change every 6 months for residential and small business accounts and every 3 months for medium and large business accounts.	
<b>Exit terms</b>	Leave any time. No exit charge.	

\* The Power Choice Standard price and the Power Choice Green price both include a \$0.001 / kWh administration fee.

## Frequently Asked Questions

**Are savings guaranteed?** No. The program price is guaranteed to be below Eversource only until the end of the current Eversource rate term. The Eversource rate will next change on <MONTH> <DAY>, 20XX, for residential and small business accounts and on <MONTH> <DAY>, 20XX, for medium and large business accounts.

**I have signed my own contract with an electricity supplier. Will I be automatically enrolled?** If you have already established a contract with a different electricity supplier, you should not be automatically enrolled. However, if you received this letter but you have an existing electricity supply contract, you should opt out of the program.

**I have solar panels on my property. If I join, will I continue to receive net metering credits?** Yes. Net metering will work the same way if you participate in the program. Your net metering credits from your solar panels will continue to appear on your Eversource bill and will continue to be calculated based on Eversource's Basic Service price, not on the program price.

If you have any additional questions, please do not hesitate to contact customer support at [acton@masspowerchoice.com](mailto:acton@masspowerchoice.com) or **1-844-379-9933**. Our Town consultants will be happy to help you.

Steven Ledoux  
Town Manager

EXHIBIT C

Opt-Out Envelope




Town of Acton  
C/O VENDOR NAME  
[STREET ADDRESS]  
[CITY], [STATE] 00000-0000

PRESORTED  
STANDARD  
US POSTAGE PAID  
CITY, XX  
PERMIT, NO XXXX

**Time-sensitive notice sent on behalf of the Town  
regarding your electricity rates.**

EXHIBIT D

Opt-Out Reply Card



**ACTON POWER CHOICE  
OPT-OUT REPLY CARD**

**OPT-OUT INSTRUCTIONS**  
You do not need to take any action to participate in Acton Power Choice.  
If you **do not** wish to participate:  
1. Sign and date this card.  
2. Place the card in the enclosed envelope and drop the envelope in the mail.

This card must be signed by the Customer of Record whose name appears in the address on this card. You must return the card by <MONTH> <DAY>, <YEAR>, to opt out of the program before program launch on <MONTH> <DAY>, <YEAR>.

X \_\_\_\_\_  
Signature Date