

# Town of Lincoln

## Municipal Aggregation Plan

September 14, 2020

The Town of Lincoln (Town) has developed the Lincoln Green Energy Choice program (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 additional renewable energy into the power supply. The Program will offer a selection of supply options 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 achieve its sustainability goals.

### I. Key Features

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

**Renewable power:** The Town will maximize the use of power from renewable resources such as wind and solar while protecting those customers who cannot afford or do not wish to participate in the purchase of renewables.

**Choice:** The Town will give Program participants a choice in the environmental characteristics and price of their electricity supply. The Town anticipates offering at least 2 options: a Standard Offering with a level of renewables above the Renewable Portfolio Standard (RPS) requirement and a 100% Renewable Option. The Town will determine the final options after it receives price bids. The Town will seek competitive prices, but savings cannot be guaranteed.

**Automatic enrollment and opting out:** Eligible customers<sup>1</sup> will be automatically enrolled in the Program unless they opt out. Customers can opt out of the Program at any time, either before enrollment or after, with no fee.

### II. Support for Renewable Energy

The integration of renewable energy into the Town's power supply is a driving motivation for Lincoln's Program. Lincoln anticipates achieving that integration in three key ways. In all of these cases, the Town envisions achieving the integration through the purchase of Renewable Energy Certificates (RECs).

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<sup>1</sup> Eligible customers shall include (1) basic service customers; (2) basic service customers who have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; and (3) customers receiving basic service plus an optional green power product that allows concurrent enrollment in either basic service or competitive supply. Eligible customers shall not include: (1) basic service customers who have asked their electric distribution company to not enroll them in competitive supply; (2) basic service customers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service. Order on Eligible Customers, D.P.U. 16-10, at 19 (2017).

## 1. A Greener Standard Offering

The Program will seek to provide a standard, or default, electricity offering that includes a higher renewable energy content, from new, renewable resources within New England, 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. The Town will establish the final percentage of renewables after it receives price bids.

## 2. An Even Greener Option

If the standard offering is not 100% green, the Program will offer at least one option that is 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 price and environmental content of their power supply.

## 3. Incorporating Local Renewable Resources

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.

## 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 Town Meeting on March 24, 2018. 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 discussed the draft with DOER on August 20, 2018.

### 3. Citizen Review

The Town made the Aggregation Plan available for review by its citizens by posting the plan for comment and holding a public meeting on October 29, 2018.

## 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 Administrator:** The aggregation will be overseen by the Board of Selectmen and the Town Administrator. The Board of Selectmen will set the policy direction. The Town Administrator 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 Administrator’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 MassPowerChoice, LLC, 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 Qualifications (RFQ) and Request for Proposals (RFP) and select winning competitive supplier
  - b. Implement the public education effort, including notice of the opt-out period
  - c. Enroll customers and provide service, including required information disclosures
- a. Issue a Request for Qualifications and 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 issue an RFQ to leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. The RFQ 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 ESA. The agreement requires the supplier to:

- Provide all-requirements service
- Allow customers to exit Program 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 issue an RFP for 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 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 Town will seek bids that include a variety of renewable sources, and will choose the proposal that offers the best combination of environmental benefit and price.

The renewable energy in the power supply will be documented using RECs. The Town will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or other regional tracking system or be certified by a third party.

**b. Implement public education effort, including notice of the pre-launch opt-out period**

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

The delivery of a public education effort and associated materials are pivotal to ensuring clarity, participation, and enthusiasm for the Program. The Town will use a variety of communication vehicles to communicate the Program's objectives, the primary terms and conditions of the contract, the right to opt out of the Program, and the availability of the optional product.

The public education effort will include both broad-based efforts and a opt-out notice to be mailed to every eligible customer.

*i. Broad-based education and outreach efforts*

Below is a public education and outreach strategy for the Program, which addresses broad-based efforts.

**Aggregation plan development period:** While developing its Aggregation Plan, the Town endeavored to begin engaging the community with the Program by making the plan and the opt-out notification letter, reply card, and envelope available for public comment on October 29, 2018. The formal announcement of the public presentation of the Aggregation Plan and the Plan's availability for public comment were publicized as follows:

- On the Town of Lincoln municipal website
- Sent to the *Lincoln Journal* newspaper (which has now become the *Concord Journal, With News from Lincoln*)
- Publicized via LincolnTalk, an email-based discussion forum for Lincoln-related news

- Publicized in *The Lincoln Squirrel*, an online, subscription-based news resource for Lincoln
- On the LincolnEnergyChoice aggregation website, a dedicated informational website that explains the Program, provided access to download the Aggregation Plan, and explained community benefits, the opt-out process, the environmental content of the power supply, and other helpful information. This website will be updated with Program details once the electricity supply contract is signed and will remain available for the duration of the Program.

As part of that, a presentation was delivered. A public comment period of three weeks was announced and comments were solicited. In addition, through the Lincoln Energy Choice website, the general public could find the toll-free customer information and support hotline phone number and also access customer support through a web-based form and via email.

In addition, an informational brochure was developed and made available to the community.

**Regulatory review period:** While Lincoln’s Aggregation Plan was undergoing regulatory review, the Town continued building general awareness about aggregation and about the Town’s goals to increase the renewable energy content of the community’s electricity supply. As part of these efforts, the Aggregation Plan remained available from the Town Clerk’s office. In addition, the Town:

- Continued to make the informational brochure available to the community
- Delivered presentations about the program to the Council on Aging and First Parish Lincoln
- Answered questions on Lincoln Talk
- Delivered a presentation during the State of the Town meeting on November 2, 2019.

**Electricity supply contract is signed:** After the regulatory review process is complete, the electricity supply contract will be signed. Signing the electricity supply contract does not need to include any outreach to the general community, but the Board of Selectmen discussed the status of the program in advance of signing the contract at a regular public meeting on September 14<sup>th</sup>. Signing the contract is a milestone that moves the Town toward the formal education and outreach efforts that immediately precede Program launch.

The contract will be signed as a result of a competitive procurement process. With the signed contract in place, the Town will know the Program pricing, the Program structure and the amount of any additional renewable electricity that will be available through the Program, the electricity supplier, and the electricity supply contract duration.

**Formal public education and outreach period:** During the period of time between when Lincoln signs its electricity supply contract and Program enrollments, the Town will conduct a formal public education and outreach effort. That effort will include the following:

- **Contract announcement + website update + outreach to community organizations:** The Town will send out a **press release/announcement** about the Program launch and Program details to local news outlets. The announcement will also be publicized via:
  - o Bulletin boards in town where possible
  - o The Town’s municipal website ([www.lincolntown.org](http://www.lincolntown.org))
  - o The [www.LincolnEnergyChoice.com](http://www.LincolnEnergyChoice.com) aggregation website
  - o The *Concord Journal* newspaper

- LincolnTalk, an email-based discussion forum for Lincoln-related news
- *The Lincoln Squirrel*, an online, subscription-based news resource for Lincoln
- Announcement at a Board of Selectmen’s meeting and publication in *BOS News* (the Selectmen’s newsletter)
- An interview recorded and made available on the local cable access channel, as is possible

In addition, The Town will send Program details to **community groups** with specific information about pricing and launch and letting them know the Town will be happy to answer more questions and meet with staff and/or constituents as requested. Lincoln will target organizations that support vulnerable populations, such as seniors, veterans, and those who need English language assistance. Examples of the community groups the Town will endeavor to connect with include:

- The Council on Aging
  - Lincoln Family Association
  - Lincoln Land Conservation Trust/Rural Land Foundation
  - Faith organizations
  - Condominium and Apartment Complexes
- **The Program website** will be updated to include the following information:
    - Supplier name and customer support information
    - Program pricing and Program option descriptions
    - Information about the renewable energy content in the Program offerings
    - A form that allows customers to select a Program option
    - Opt-out information and a form for opting out online
    - Information about how to opt in to the Program, for those customers who will not be automatically enrolled, including an online enrollment form
    - Information on submitting tax exemption documentation
    - Additional resources, such as the approved aggregation plan, the approved opt-out notification letter, and the electricity supply contract
  - **“Coming soon” postcard mailing by the supplier:** To ensure the public is looking for and recognizes the opt-out letter as an important and legitimate communication from the Town, a 6” x 4” “coming soon” postcard will be mailed to eligible customers in Lincoln. The contracted electricity supplier will cover the cost of the postcard and will execute the mailing.
  - **Public education events:** The Town will host **at least two public education sessions, one for the general public and one for seniors.** The public information sessions will be publicized in the Program announcement and everywhere that announcement is distributed. In addition, the Town will publicize the information sessions to community groups and ask them to share the dates with their members via email, social media, and other means. The sessions will be recorded and broadcast on Cable TV and on demand on the Lincoln municipal website.

- To support these efforts, an **informational presentation** will be created to provide a Program overview at public education events. In addition, the initial **informational brochure** will be revised and distributed in public buildings, to community groups, and at public information sessions about the Program. The brochure will provide Program details such as pricing, Program options, how to opt out, and participation information.

**After program launch:** After Program launch, the Town will continue to maintain a toll-free support hotline for the duration of the Program. When prices change, the Town will notify consumers by issuing a media release posting a notice on the Town website at least 30 days prior to the implementation of such change.

If, after Program launch, there is a change in law (i.e., “regulatory event” or “new taxes” per Article 18 of the ESA) that results in a direct, material increase in costs during the term of the ESA, the Town and the competitive supplier will negotiate a potential change in the Program price. At least 30 days prior to the implementation of any such change, the Town will notify consumers of the change in price by issuing a media release and posting a notice in Town Hall and on the Program website. The Town will notify the DPU Consumer Division prior to the implementation of any change in Program price related to a change in law. Such communication shall occur no less than ten days prior to the consumer notification and include copies of all media releases, Town Hall and website postings, and other communications the Town intends to provide to customers regarding the change in price.

As part of its ongoing service, the Town will provide the disclosure information required by G.L. c. 164, § 1(F)(vi) and 220 C.M.R. § 11.06. Like the other Massachusetts aggregations, the Town requested a waiver from the requirement that the disclosure label be mailed to every customer and sought permission instead to provide the information through alternative means, including press releases, postings at Town Hall, and postings on the Program website. The DPU granted the waiver, subject to the Town’s demonstration in each annual report that the information was provided to customers as effectively as the mailings required under 2020 CMR 11.06(4)(c).

**Access for customers with limited English proficiency and who require other assistance:** The 2015 American Community Survey 5-year estimate provides estimates of the number of members of specific language communities that speak English less than very well. The table below presents, for each language community that speaks English less than very well in Lincoln, the estimated population in Lincoln and also that population’s percentage of the total population of Lincoln. The Table assumes a total Lincoln population of 6,606, and that total and all data in the table are taken directly from the 2015 American Community Survey 5-year estimate. Original data is attached as Exhibit B.<sup>2</sup>

**Population speaking English less than very well**

Language	Number of speakers	% of total Lincoln population
Spanish or Spanish Creole	74	1.12%
Russian	46	0.70%
Chinese	21	0.32%

<sup>2</sup> Table B16001: Language Spoken at Home by Ability to Speak English for the Population 5 Years and Over:

<https://data.census.gov/cedsci/table?q=B16001&g=0600000US2501735425&tid=ACSDT5Y2015.B16001>

Japanese	5	0.08%
Korean	8	0.12%

To ensure adequate access to the aggregation opt-out letter and other information about the Program to electricity customers with limited English proficiency and to who require other assistance, Lincoln will:

- Provide on-demand machine translation of the Program website, including price change information, both before and after program launch.
- Include the DPU-required Language Access document as a cover sheet with the opt-out notice mailing, both before and after program launch. As stipulated by the DPU, the Language Access document will include the following text translated into 26 languages:

*Important notice enclosed from Lincoln about your electricity service. Translate the notice immediately. Call the number or visit the website, above, for help.*

In addition, the Language Access document will include the MassRelay TTY phone number. The Language Access Document is attached as Exhibit C.

- Provide on-demand phone interpreting via the Program’s toll-free customer service telephone number in more than 200 languages. On-demand phone interpreting will be available both during Program launch and after launch for the duration of the Program.
- Work directly with anyone who needs language support on an ad-hoc basis both before and after Program launch. In support of those efforts, Lincoln will enlist help as needed from ESOL teaching organizations that serve Lincoln and/or from community leaders within the relevant linguistic population.
- Communicate directly with the staff at the Lincoln Council on Aging to ensure they understand the Program and schedule at least one presentation about the Program before program launch.

Any further need for interpreting or translation will be addressed on an ad hoc basis as the need becomes known to the Town, both before and after Program launch.

**Access for customers with a physical disability or who require visual or audio assistance:** To the extent possible, all public education events will be held in accessible spaces such as the Lincoln Town Hall, the Lincoln Public Library, and the Lincoln Council on Aging. In the event public education events cannot be presented as in-person events, they will be held online and as such will be accessible to those with limited mobility. Customers who are deaf or hard of hearing may request an ASL interpreter at these public events from customer support using the web form or via email, and this option will be communicated as a part of the Town's publicity about the events.

Before Program launch and on an ongoing basis after Program launch, customers who are blind or otherwise visually impaired may request assistance reading Program materials and the Program website, which will include price-change information, by calling the customer support number. For customers who are deaf or hard of hearing, the Language Access Document, which will accompany the opt-out letter, will include TTY phone numbers for use by both English- and Spanish-speaking customers. In addition, customer support will be available via multiple modalities: voice (phone) as well as written (web form and email) both before and after Program launch.



**Competitive supply customers:** Where the Town’s education and outreach materials address the availability of the Program to competitive supply customers, those materials will disclose that such customers may be subject to penalties or early termination fees from their competitive supplier if they switch from competitive supply to the Town’s Program during the term of a competitive supply contract.

*ii. Opt-out notice*

In addition to the broad-based education efforts described in the education and outreach strategy, an opt-out notice will be mailed to every eligible customer after the electricity supply contract is signed and before Program launch. 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 eligible 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 direct mailing will include an opt-out reply card and a postage-paid return envelope. The reply card will identify the date by which the return envelope must be postmarked in order for the customer to be opted out prior to being enrolled. The mailing will also include the Language Access Document.

The opt-out notice and reply card will be designed by the Town and printed and mailed by the competitive supplier, who will process the opt-out replies. A template opt-out notice is attached to this Plan as Exhibit D. The opt-out envelope is attached as Exhibit E. The opt-out reply card is attached as Exhibit F.

**c. Enroll eligible customers that do not opt out and provide service**

After the completion of the opt-out period, the competitive supplier will enroll eligible customers that did not opt out. The enrollments shall commence no sooner than 37 days after the mailing of the opt-out notice. 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 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 on behalf of the Lincoln Electricity Choice customers.

**d. Annual reports to the DPU and DOER**

On an annual basis, the Town will report to the DPU and DOER on the status of the Program, including all information requested by the DPU or DOER.

### 3. Funding

The costs of the Program will be funded primarily through the supply contract.

The principal Program 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, managing a robust opt-in campaign, providing customer support, interacting with the local distribution company, monitoring the supply contract, and providing ongoing reports. This charge has been set for the initial term of the Consultant’s contract at \$0.001 per kilowatt-hour.

In addition, the Town may direct the competitive supplier to include in the supply price an Operational Adder of up to \$0.001 per kilowatt-hour to be payable by the competitive supplier to the Town. Funds collected through the Operational Adder shall be used to support personnel costs associated with an energy manager position one of the responsibilities of which is to assist with the aggregation Program. If the Town chooses to implement the Operational Adder, the Program website and opt-out letter will note that the supply price includes that Adder.

#### 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 and the operational adder, if any. 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>3</sup> When prices change, the Town will notify consumers by issuing a media release and posting a notice on the Town web site.

If there is a change in law (i.e., “regulatory event” or “new taxes” per Article 18 of the ESA) that results in a direct, material increase in costs during the term of the ESA, the Town and the competitive supplier will negotiate a potential change in the Program price. Prior to the implementation of any such change, the Town will notify consumers and the DPU Consumer Division, as discussed in section IV.2.b.

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 continue to receive one bill from their local distribution company that includes both the electricity supply charge and their local distribution company’s delivery charges. Also, low income discounts provided by the local distribution company will continued to be applied.

Required taxes will be billed as part of the electricity supply charge. Customers are responsible for identifying and requesting an exemption from the collection of any tax by providing appropriate documentation to the competitive supplier.

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<sup>3</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 quarterly.

## 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
- The Town will receive and evaluate bids and, if acceptable, execute a contract with the winning bidder. The Town Administrator 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 Program 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, the 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 Town Administrator 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 to the local distribution company: (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.

The Town will notify the Director of the Department's Consumer Division 90 days prior to a planned termination of the Program. Such communication shall include copies of all media releases, town clerk and website postings, and all other communications the town intends to provide to customers regarding the termination of the Program and the return of participants to basic service.

## 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 customers will be automatically enrolled in the Program unless they choose to opt out.

As new eligible customers move into the Town, they will have an opportunity to join the Program. New eligible 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 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 7.) 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 among customer classes to account for the disparate characteristics of those classes.

The Program makes four distinctions among groupings of customers. First, the Program may distinguish among customer classes (residential, small business, large business) by soliciting separate pricing for each of those classes. The Program will use the customer classes that the local distribution company uses for its Basic Service pricing.

Second, the Program will distinguish among customers receiving different products, for example, the standard product and the optional greener product. Customers will be charged the price associated with the product they receive.

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.

Enrollment procedures and pricing are summarized in the tables below:

#### Enrollment procedures

Enrollment scenario	Residential	Small C&I	Medium C&I	Large C&I	Very Large C&I
<b>Eligible customer at program initiation</b>	An opt-out notice will be mailed to all eligible customers at Program initiation. After the completion of the opt-out period, the competitive supplier will enroll eligible customers that did not opt out. The enrollments shall commence no sooner than 37 days after the mailing of the opt-out notice.				
<b>New eligible customers moving into the town after Program initiation</b>	An opt-out notice will be mailed to all new eligible customers moving into town after Program initiation. After the completion of the opt-out period, the competitive supplier will enroll eligible customers that did not opt out. The enrollments shall commence no sooner than 37 days after the mailing of the opt-out notice.				
<b>Customers who opt out and</b>	Customers may request enrollment by contacting Program customer support or the program’s electricity supplier.				

subsequently wish to enroll	
<b>Competitive supply customers at Program initiation who wish to enroll in the Program after their competitive supply contract ends</b>	Customers may request enrollment by contacting Program customer support or the program's electricity supplier.

**Pricing procedures**

Enrollment scenario	Residential	Small C&I	Medium C&I	Large C&I	Very Large C&I
<b>Eligible customer at program initiation</b>	Standard contract pricing for each product				
<b>New eligible customers moving into the town after Program initiation</b>	Standard contract pricing for each product			Customers will be offered a market-based price that reflects market conditions at the time the customer seeks to join the aggregation	
<b>Customers who opt out and subsequently wish to enroll</b>	Customers will be offered a market-based price price that reflects market conditions at the time the customer seeks to join the aggregation				
<b>Competitive supply customers at Program initiation who wish to enroll in the program after their competitive supply contract ends</b>	Standard contract pricing for each product		Customers will be offered a market-based price price that reflects 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 30
Electricity Supply Agreement executed	Day 44

Broad-based educational campaign begins, including the announcement of supply contract and pricing and the launch of Program web site, and including an opt-in campaign for greener power.	Day 45
Opt-out notice mailed to customers	Day 55
Opt-out postmark deadline	Day 88
Earliest date program enrollments may commence	Day 92

The planned schedule is presented for illustrative purposes. The final schedule will be established when the Town receives DPU approval.<sup>4</sup>

## VII. CONCLUSION

The Lincoln Green Energy 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.

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<sup>4</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 OF LINCOLN**

LINCOLN TOWN HALL  
16 LINCOLN ROAD  
LINCOLN, MA 01773  
Office: 781-259-2607  
Fax: 781-259-8735  
Email: [brookss@lincolntown.org](mailto:brookss@lincolntown.org)



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TOWN CLERK  
Susan F. Brooks

April 3, 2018

To Whom It May Concern:

This is to certify that Article 31 was acted on at the March 24, 2018 Annual Town Meeting as follows:

ARTICLE 31 Proposed by the Green Energy Committee

Voted: (By majority)

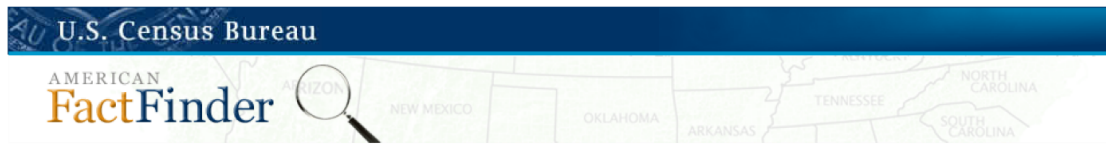
That the Town vote to initiate the process to aggregate electrical load pursuant to M.G.L. c. 164, s. 134, and, further, to grant the Board of Selectmen, or its designee, authority to research, develop and participate in a contract, or contracts, to aggregate the electricity load of the residents and 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 program.

A true copy, Attest:

Susan F. Brooks  
Town Clerk



EXHIBIT B



B16001

**LANGUAGE SPOKEN AT HOME BY ABILITY TO SPEAK ENGLISH FOR THE POPULATION 5 YEARS AND OVER**  
 Universe: Population 5 years and over  
 2011-2015 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

**Tell us what you think.** Provide feedback to help make American Community Survey data more useful for you.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

	Lincoln town, Middlesex County, Massachusetts	
	Estimate	Margin of Error
Total:	6,606	+/-129
Speak only English	5,451	+/-296
Spanish or Spanish Creole:	271	+/-147
Speak English "very well"	197	+/-132
Speak English less than "very well"	74	+/-47
French (incl. Patois, Cajun):	103	+/-73
Speak English "very well"	103	+/-73
Speak English less than "very well"	0	+/-17
French Creole:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Italian:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Portuguese or Portuguese Creole:	13	+/-19
Speak English "very well"	13	+/-19
Speak English less than "very well"	0	+/-17
German:	25	+/-29
Speak English "very well"	25	+/-29
Speak English less than "very well"	0	+/-17
Yiddish:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Other West Germanic languages:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Scandinavian languages:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Greek:	0	+/-17
Speak English "very well"	0	+/-17

	Lincoln town, Middlesex County, Massachusetts	
	Estimate	Margin of Error
Speak English less than "very well"	0	+/-17
Russian:	59	+/-73
Speak English "very well"	13	+/-21
Speak English less than "very well"	46	+/-54
Polish:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Serbo-Croatian:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Other Slavic languages:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Armenian:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Persian:	69	+/-86
Speak English "very well"	69	+/-86
Speak English less than "very well"	0	+/-17
Gujarati:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Hindi:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Urdu:	19	+/-29
Speak English "very well"	19	+/-29
Speak English less than "very well"	0	+/-17
Other Indic languages:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Other Indo-European languages:	12	+/-19
Speak English "very well"	12	+/-19
Speak English less than "very well"	0	+/-17
Chinese:	213	+/-130
Speak English "very well"	192	+/-122
Speak English less than "very well"	21	+/-31
Japanese:	57	+/-71
Speak English "very well"	52	+/-70
Speak English less than "very well"	5	+/-8
Korean:	61	+/-82
Speak English "very well"	53	+/-81
Speak English less than "very well"	8	+/-12
Mon-Khmer, Cambodian:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Hmong:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Thai:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Laotian:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Vietnamese:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Other Asian languages:	62	+/-69

	Lincoln town, Middlesex County, Massachusetts	
	Estimate	Margin of Error
Speak English "very well"	62	+/-69
Speak English less than "very well"	0	+/-17
Tagalog:	12	+/-13
Speak English "very well"	12	+/-13
Speak English less than "very well"	0	+/-17
Other Pacific Island languages:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Navajo:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Other Native North American languages:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Hungarian:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17
Arabic:	84	+/-81
Speak English "very well"	84	+/-81
Speak English less than "very well"	0	+/-17
Hebrew:	41	+/-81
Speak English "very well"	41	+/-81
Speak English less than "very well"	0	+/-17
African languages:	54	+/-68
Speak English "very well"	54	+/-68
Speak English less than "very well"	0	+/-17
Other and unspecified languages:	0	+/-17
Speak English "very well"	0	+/-17
Speak English less than "very well"	0	+/-17

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

Methodological changes to data collection in 2013 may have affected language data for 2013. Users should be aware of these changes when using multi-year data containing data from 2013. For more information, see: Language User Note.

While the 2011-2015 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2011-2015 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An "" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An "" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An "" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An 'X' means that the estimate is not applicable or not available.

EXHIBIT C



Lincoln Energy Choice

**▲ IMPORTANT NOTICE**

☎ 844-651-8919

📠 TTY 771 or 800-439-2370 / Español 866-930-9252

🌐 [LincolnEnergyChoice.com](http://LincolnEnergyChoice.com)

The Massachusetts Department of Public Utilities directs that we include the following message in all of these different languages. The message states: "Important notice enclosed from Lincoln about your electricity service. Translate the notice immediately. Call the number or visit the website, above, for help."

<p><b>SPANISH/ESPAÑOL</b> Incluye importante notificación de Lincoln sobre su servicio eléctrico. Traduzca la notificación inmediatamente. Si necesita ayuda, llame al número o visite el sitio web indicado anteriormente.</p>	<p><b>POLISH/POLSKI</b> Załączono ważne powiadomienie od Lincoln dotyczące usług w zakresie dostaw energii elektrycznej. Prosimy o niezwłoczne przetłumaczenie tego powiadomienia. W celu uzyskania pomocy należy zadzwonić pod wyżej podany numer telefonu lub odwiedzić wyżej wymienioną stronę internetową.</p>
<p><b>PORTUGUESE/PORTUGUÊS</b> Aviso importante incluído do Lincoln sobre seu serviço de electricidade. Traduzir o aviso imediatamente. Ligar para o número ou visitar o site, acima, para obter ajuda.</p>	<p><b>NEPALI/नेपाली</b> तपाईंको विद्युतीय सेवा बारे Lincoln बाट संलग्न गरिएको महत्त्वपूर्ण सूचना । सूचनालाई तत्कालै अनुवाद गर्नुहोस् । महत्त्वको लागि, माथि दिइएको नम्बरमा फोन गर्नुहोस् वा वेबसाइटमा जानुहोस् ।</p>
<p><b>CHINESE (SIMPLIFIED)/中文</b> 随附来自 Lincoln 的重要通知, 有关您的供电服务。请立刻翻译此通知。如果您需要帮助, 请通过上面提供的信息致电或者访问网站。</p>	<p><b>MARATHI/मराठी</b> कडून महत्त्वाची सूचना संलग्न केली आहे Lincoln आपल्या विद्युत सेवेसंबंधी. या सूचनेचा अनुवाद त्वरित करावा. मदतीसाठी वरील क्रमांकावर फोन करा किंवा वेबसाईटला/संकेतस्थळास भेट द्या.</p>
<p><b>CHINESE (TRADITIONAL)/中文</b> 随附以下重要通知 Lincoln 事關您的電力服務。請立即翻譯通知。如需協助，請致電上述號碼或瀏覽網站。</p>	<p><b>YORUBA/YORUBÁ</b> Àkíyèsí pàtàkì tí a fí sínú rẹ̀ láti ọ̀dọ̀ Lincoln nípa isẹ̀ iná mọ̀nà mọ̀nà rẹ̀. Tùmọ̀ àkíyèsí nàà lẹ̀sẹ̀kẹ̀sẹ̀. Pe nọ̀nbà nàà tàbí bẹ̀ ààyè lórí ayélujára, lókè, wò fún irànlówọ̀.</p>
<p><b>HAITIAN/KREYÒL</b> Wap jwenn yon avi enpòtan ki soti nan Lincoln osijè sèvis elektrisite w. Tradwi avi a imedyatman. Rele nimewo a oswa vizite sit entènèt ki anwo a, pou w jwenn èd.</p>	<p><b>IGBO/NDI IGBO</b> Ọkwa dị mkpa e zitere na Lincoln gbasara ọrụ ọkụ eletrik gị. Tugharja ọkwa ozigbo. Kpọọ nomba à ma ọ bụ gaa na webusaịtị, dị n'elu, maka enyemaka.</p>

<p><b>VIETNAMESE/TIẾNG VIỆT</b>          Có đính kèm thông báo quan trọng từ          Lincoln          về dịch vụ điện của quý vị. Hãy phiên dịch thông báo này ngay.          Xin gọi số điện thoại hoặc vào mạng lưới của chúng tôi, bên trên,          để được giúp đỡ.</p>	<p><b>AMHARIC/አማርኛ</b>          የኤሌክትሪክ አገልግሎት ስለተቀረጸ          Lincoln          የተሰጠ ጠቃሚ ማስታወቂያ ከዚህ ጋር በአገሪት ተያይዟል።          ማስታወቂያውን በአስቸኳይ ያስተርጉሙ። እገዛ ለማግኘት፣ ከላይ          በተገለጸው ስልክ ቁጥር ይደውሉ ወይም ድረ ገጹን ይጎብኙ።</p>
<p><b>RUSSIAN/РУССКИЙ</b>          Прилагается важное сообщение от          Lincoln          касательно вашего снабжения электроэнергией. Переведите          это сообщение безотлагательно. Если вам нужна помощь,          позвоните по указанному номеру или зайдите на вебсайт.</p>	<p><b>SOMALI/SOOMAALI</b>          Ogeysiin muhiim ah oo ku lifaaqan oo ka timid          Lincoln          oo ku saabsan adeegaaga korontada. Fasir ogeysiinta isla markaas.          U soo wac lambarka ama u booqo websaydka, koreeyo, wixii          caawin ah.</p>
<p><b>ARABIC/عربي</b>          ملاحظة هامة متضمنة من          Lincoln          حول خدمة الكهرباء خاصتك. يرجى ترجمة الملاحظة فوراً. اتصل          بالرقم أو قم بزيارة الموقع أعلاه للحصول على المساعدة.</p>	<p><b>JAPANESE/日本語</b>          Lincoln          からの電力供給に関する重要なお知らせが添付されています。このお          知らせをすぐに翻訳してください。ご質問がある場合は、上記の電話          番号までお電話いただくか、ウェブサイトをご覧ください。</p>
<p><b>KHMER/ខ្មែរ</b>          សេចក្តីជូនដំណឹងសំខាន់ បានភ្ជាប់មកពី          Lincoln          អំពីសេវាអគ្គិសនីរបស់អ្នក។ បកប្រែសេចក្តីជូនដំណឹងនេះភ្លាមៗ។          ហៅទៅលេខ ឬទស្សនាគេហទំព័រខាងលើ សំរាប់ជំនួយ។</p>	<p><b>GUJARATI/ગુજરાતી</b>          ના તરફથી મહત્વપૂર્ણ નોટિસ બીડેલ છે          Lincoln          તમારી વીજળી સેવા વિશે. સૂચનાનું તુરંત જ બાષાંતર કરો. મદદ માટે          ઉપરના નંબર પર કોલ કરો અથવા વેબસાઇટની મુલાકાત લો.</p>
<p><b>FRENCH/FRANÇAIS</b>          Avis important ci-joint de          Lincoln          à propos de votre service d'électricité. Traduisez immédiatement          l'avis. Appelez le numéro ou visitez le site Web ci-dessus pour          obtenir de l'aide.</p>	<p><b>SWAHILI/KISWAHILI</b>          Notisi muhimu ambayo imeambatishwa kutoka kwa          Lincoln          kuhusu huduma ya umeme unayopokea. Ifasiri notisi papo hapo.          Piga simu kwa nambari au zuru tovuti, hapo juu, ili kupata usaidizi.</p>
<p><b>ITALIAN/ITALIANO</b>          Comunicazione importante in allegato da          Lincoln          riguardante il suo servizio di elettricità. Tradurre il comunicato          immediatamente. Se ha bisogno di assistenza chiami il numero o          visiti il sito internet sopra indicato.</p>	<p><b>HINDI/हिंदी</b>          यह महत्वपूर्ण सूचना          Lincoln          की ओर से आपकी बिजली सेवा के बारे में है। सूचना का तुरंत अनुवाद करें।          मदद के लिए ऊपर के नंबर पर कॉल करें या वेबसाइट पर जाएं।</p>
<p><b>KOREAN/한국어</b>          귀하의 전기 서비스와 관련하여          Lincoln          에서 보낸 중요한 통지 사항이 동봉되어 있습니다. 통지 사항을 즉시          번역하시기 바랍니다. 도움이 필요할 경우 위의 전화 번호로 연락하거나          웹사이트를 방문해 주십시오.</p>	<p><b>THAI/ไทย</b>          ประกาศสำคัญที่แนบมาจาก          Lincoln          เกี่ยวกับบริการไฟฟ้าของคุณ แปะประกาศทันที          โปรดไปยังหมายเลข หรือไปที่เว็บไซต์ด้านบน เพื่อขอความช่วยเหลือ</p>
<p><b>GREEK/ΕΛΛΗΝΙΚΑ</b>          Εσωκλείεται σημαντική ειδοποίηση από          Lincoln          που αφορά τον πάροχο ηλεκτρικής σας ενέργειας. Μεταφράστε          την ειδοποίηση αμέσως. Καλέστε τον αριθμό ή επισκεφτείτε την          παραπάνω ιστοσελίδα για βοήθεια.</p>	<p><b>LAO/ລາວ</b>          ແຈ້ງການທີ່ສຳຄັນນຳມາຈາກ          Lincoln          ກ່ຽວກັບການບໍລິການໄຟຟ້າຂອງທ່ານ. ແປແຈ້ງການນີ້ໂດຍທັນທີ.          ສຳລັບການຊ່ວຍເຫຼືອ ໂທຫາເບີໂທ ຫຼື ເຂົ້າໄປເບິ່ງໃນເວັບໄຊທ໌ ຢູ່ຂ້າງເທິງ.</p>



## TOWN OF LINCOLN

### LINCOLN GREEN ENERGY CHOICE

#### TOWN ELECTRICITY AGGREGATION PROGRAM NOTIFICATION LETTER



<MONTH> <DAY>, 2019

Dear Lincoln Electricity Service Customer,

I am writing to tell you about the launch of an exciting new Town electricity program: **Lincoln Green Energy Choice**. This program will increase the amount of renewable energy in your electricity by XX%. You also have the option to receive all of your electricity from renewable sources.

**If you received this letter and you do nothing, you will be AUTOMATICALLY enrolled in the Lincoln Green Energy Choice program with your <MONTH> 20XX meter read.**

**Your opt-out request must be postmarked by <MONTH> <DAY>, 20XX, to avoid automatic enrollment in the program.**

**If you do not opt out, you will be enrolled in Energy Choice Standard at a price of XX ¢/kWh, and you will receive XX% additional renewable electricity.**

The program is a form of group electricity purchasing known as electricity aggregation. In an aggregation, the Town uses the bulk purchasing power of the community to choose an electricity supplier for the community and to determine the amount of renewable energy in the community's electricity supply.

Lincoln has signed a XX-month contract with <SUPPLIER NAME> to supply the Town with electricity that includes XX% renewable energy in addition to the minimum required by the State of Massachusetts. You may also choose to receive 100% renewable electricity. Please see the back of this letter for pricing information.

This program price will be used to calculate the Supply portion of your Eversource bill, and it will not change until <MONTH> 20XX. This price stability makes the program different from Eversource's Basic Service, which you have now. With Eversource's Basic Service, the price used to calculate the Supply portion of your Eversource bill changes every 6 months (for residential and small business accounts) or 3 months (for large business accounts). Price stability also makes the program different from many commercial offers that you may receive by mail or by phone. **NOTE: There is no guarantee of savings over the full term of the contract with <SUPPLIER NAME> compared with Eversource's Basic Service price.**

#### IF YOU PARTICIPATE

- If you participate, Eversource will remain your electric utility. You will continue to receive your electricity bill from them and call them if the power goes out. But you will see <SUPPLIER> listed as your electricity supplier on the Supply portion of your Eversource bill, and the program price will be used to calculate the Supply charges on your bill.
- If you do not participate, the Supply charge portion of your Eversource bill will continue to be calculated using Eversource's Basic Service price.

If you are eligible for a low-income delivery rate or fuel assistance, you will continue to receive those benefits as a participant in the Lincoln Green Energy Choice program.

#### CUSTOMER SUPPORT

1-8XX-XXX-XXX  
support@LincolnEnergyChoice.com  
LincolnEnergyChoice.com

#### DON'T WANT TO PARTICIPATE?

**You don't have to. You may opt out at any time with no penalty or fee.**

To opt out before the program begins, do one of the following before <MONTH> <DAY>, 20XX:

- ▶ Sign & return the enclosed reply card (must be postmarked by <MONTH> <DAY>, 20XX), call <SUPPLIER> at **1-8XX-XXX-XXXX**, or opt out online at **LincolnEnergyChoice.com**.

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

- ▶ Call <SUPPLIER> at **1-8XX-XXX-XXXX**, or opt out online at **LincolnEnergyChoice.com**.

## PROGRAM OPTIONS & PRICING

- If you do nothing, you will be automatically enrolled in the Standard option, which provides a total of XX% electricity from renewable sources like the sun and the wind.
- If you wish to enroll in 100% Green option and receive all of your electricity from renewable sources like the sun and the wind, please visit [LincolnEnergyChoice.com](http://LincolnEnergyChoice.com) or call customer support at 1-8XX-XXX-XXXX.
- If you opt out, you will remain on Eversource's Basic Service price. You may opt out now, before being enrolled, or you may participate and opt out later. There is no minimum participation period. You may opt out at any time with no fee or penalty. Please see the front for how to opt out.

### Lincoln Green Energy Choice program options ▼

	Standard (Default)	100% Green (Option)	If you opt out ▼
Renewable Energy Content	XX% renewable electricity (XX% in addition to 18% the minimum Massachusetts renewable energy requirement for 2021)	100% renewable electricity (82% in addition to the 18% minimum Massachusetts renewable energy requirement for 2021.)	Eversource's Basic Service* * * Meets minimum Massachusetts renewable energy requirements (18% for 2021)
Residential	X.XXX ¢/kWh*	X.XXX ¢/kWh*	X.XXX ¢/kWh
Small Business	X.XXX ¢/kWh*	X.XXX ¢/kWh*	X.XXX ¢/kWh
Large Business	X.XXX ¢/kWh*	X.XXX ¢/kWh*	X.XXX ¢/kWh
Price Period	<MONTH> 2018 meter read – <MONTH> 20XX meter read	<MONTH> 2018 meter read – <MONTH> 20XX meter read	<MONTH> <DAY>, 20XX – <MONTH> <DAY>, 20XX, for residential and small business accounts* * *  <MONTH> <DAY>, 20XX – <MONTH> <DAY>, 20XX, for large business accounts* * *

\* Program prices include a \$0.001/kWh administration fee. Program prices could increase as a result of a change in law that results in a direct, material increase in costs during the term of the electric supply agreement.

\*\* Eversource's fixed Basic Service prices change every 6 months for residential and small business accounts and every 3 months for large business accounts. They will next change on <MONTH> <DAY>, 20XX, for residential and small business accounts and on <MONTH> <DAY>, 20XX, for large business accounts.

\*\*\* Exit terms for Eversource's Basic Service: No penalty charge. However, large C&I (rates G-3, T-2, and WR) and street lighting customers on the fixed price Basic Service option may receive a billing adjustment, which may be either a credit or a charge.

## FREQUENTLY ASKED QUESTIONS

**I have signed my own contract with an electricity supplier. Will I be automatically enrolled?** If you have your own contract with an electricity supplier, you should not have received this letter. However, if you did receive this letter and you already have an electricity supply contract that you wish to retain, you **must** opt out of this program. If you do not opt out, your current electricity supply contract may be cancelled, and you may be charged an early termination fee by your existing electricity supplier.

**I have a tax exempt account. How can I retain my account's tax-exempt status?** Taxes will be billed as part of the program's power supply charge. Customers are responsible for identifying and requesting an exemption from the collection of any tax by providing appropriate tax exemption documentation to [SUPPLIER]. Visit [LincolnEnergyChoice.com](http://LincolnEnergyChoice.com) for information on where to submit your documentation.

If you have any additional questions, please do not hesitate to contact customer support at [support@LincolnEnergyChoice.com](mailto:support@LincolnEnergyChoice.com) or 1-8XX-XXX-XXXX. Our Town consultants will be happy to help you.

Timothy S. Higgins  
Town Administrator

EXHIBIT E



**TOWN OF LINCOLN**

C/O [SUPPLIER NAME]  
[SUPPLIER ADDRESS]  
[CITY], [STATE] [ZIP]


Presorted  
Standard  
U.S. Postage  
PAID  
XXXX  
XXXX

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




EXHIBIT F

**OPT-OUT REPLY CARD**



**LINCOLN  
GREEN ENERGY  
CHOICE**



**OPT-OUT INSTRUCTIONS**

You do not need to take any action to participate in Lincoln Green Energy 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. The envelope must be postmarked by **<MONTH> <DAY>, 2018**, to opt out of the program before being enrolled. You may also opt out anytime after enrollment by phone or online at [lincolnergychoice.com](http://lincolnergychoice.com).

X \_\_\_\_\_

Signature Date