Town of Acton

Municipal Aggregation Plan

Draft – June 24, 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 ____*[meeting to be scheduled]*_____.

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 approved by the Board of Selectmen, the elected representatives of the citizens of the Town, and overseen by the Town Manager.

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.[1] 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 both local distribution companies 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

[1] 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 enrolled at 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 enrolled at a price that reflects market prices at the time of enrollment.

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

2. Reliability

Reliability has both physical and financial components. The program will address both through the ESA with the competitive supplier. From a physical perspective, the ESA commits the competitive supplier to provide all-requirements power supply and to use proper standards of management and operations (ESA, Article 2.) The local distribution company will 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. [2]

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

[2] 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.

the program and bring the benefits of rate stability, renewable energy, and increased electricity choice to its residents and businesses.

EXHIBIT A

Town Meeting Resolution Authorizing Aggregation

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

TOWN CLERK

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

EXHIBIT B

Opt-Out Notice

TOWN OF ACTON
ELECTRICITY PROGRAM
NOTIFICATION LETTER

<MONTH> <DAY>, 2017

Dear Acton Electricity Service Customer,

This letter contains important information about your electricity bill.

Acton Power Choice is a new Town program designed to bring greener energy to Acton. Acton Power Choice is a municipal electricity aggregation. By bulk-purchasing electricity for the entire community through this program, Lexington is able to deliver more renewable energy more cost effectively than Eversource Basic Service.

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 Acton will choose your electricity supplier. Acton has negotiated a <XX>-month contract with <SUPPLIER NAME> to supply electricity to Town residents and businesses from <MONTH> <YEAR> meter reads through <MONTH> <YEAR> meter reads. Beginning with your <MONTH> <YEAR> Eversource bill, you will see a <SUPPLIER NAME> printed under Supplier Services and a new rate for these services.
- **If you do not participate:** Eversource will continue to choose your electricity supplier.

PROGRAM BENEFITS

GREENER ENERGY - The <DEFAULT OFFERING>, which you will be enrolled in automatically, includes 5% more renewable energy than Eversource Basic Service.

CHOICE - Acton Power Choice gives you three alternatives to Eversource Basic Service: 1) the Standard Offering, which you will be enrolled in automatically and which includes 5% more renewable energy than Basic Service, 2) an option with 50% renewable energy, and 3) an option with 100% renewable energy. (*Details on the back.*)

PREDICTABILITY - Acton has negotiated a fixed price that is below Eversource Basic Service winter rates at program launch. While Eversource prices change periodically, your electricity supply price will not change before your <MONTH> <YEAR> meter read.

TRANSPARENCY - All program terms are public. There are no hidden costs.

YOUR RELATIONSHIP WITH EVERSOURCE

Your primary relationship for electricity will remain with Eversource. Participating in Acton Power Choice impacts only your electricity supplier.

- 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.

YOUR NEW PRICE FOR ELECTRICITY SUPPLY

▶ **<X.XX> ¢/kWh**

For all customers: residential, small businesses, and medium and large businesses

Compare to Eversource rates on the back. ▶

QUESTIONS?

▶ **Visit** www.acton-ma.gov/XXXX

▶ **Call:** 1-844-483-5004 **or email acton@masspowerchoice.com with questions about the program.**

DON'T WANT TO PARTICIPATE?

▶ **There is no penalty or fee to opt out of the program, and you may do so at any time.**

Opt out before the program begins: **Before <MONTH> <DATE>, 2017**, sign and return the enclosed postcard or opt out online at www.acton-ma.gov/XXXX.

Opt out in the future: Call <SUPPLIER NAME> at <1-800-XXX-XXXX> or opt out online at www.acton-ma.gov/XXXX.

If you opt out, you will remain an Eversource Basic Service customer.

Important information on the back ▶

COMPARATIVE ELECTRICITY SUPPLY RATES AND TERMS

All program participants will automatically receive the Standard Offering. To receive it, you need to do nothing.
As an Eversource Basic Service customer, you will be automatically enrolled.
To choose either the **50% Renewable** or the **100% Renewable** options, contact <SUPPLIER NAME> at 1-800-XXX-XXXX.

	Standard Offering	Optional: 50% Renewable	Optional: 100% Renewable	Eversource Basic Service
Renewable Energy Content	5% more green energy than included in Eversource Basic Service. <INSERT DETAILS>	<INSERT DETAILS>	<INSERT DETAILS>	Meets Massachusetts renewable energy requirements.
Rate Term	<MONTH> <YEAR> meter read – <MONTH> <YEAR> meter read	<MONTH> <YEAR> meter read – <MONTH> <YEAR> meter read	<MONTH> <YEAR> meter read – <MONTH> <YEAR> meter read	<MONTH> <DAY>, <YEAR> – <MONTH> <DAY>, <YEAR> **
Residential	X.XX ¢/kWh	XX.XX ¢/kWh	XX.XX ¢/kWh	XX.XXX ¢/kWh
Small business	X.XX ¢/kWh	XX.XX ¢/kWh	XX.XX ¢/kWh	XX.XXX ¢/kWh
Medium and large business	X.XX ¢/kWh	XX.XX ¢/kWh	XX.XX ¢/kWh	XX.XX ¢/kWh (<MONTH> <DAY>, <YEAR> - <MONTH> <DAY>, <YEAR>) **
Exit Terms	Leave any time. No exit charge.	Leave any time. No exit charge.	Leave any time. No exit charge.	Leave any time. No exit charge.

* New renewable energy projects are those projects that came into commercial operation after January 1, 1998. The additional new renewable projects incorporated into the Renewable Options are from <PROJECT TYPE>.

** Eversource's fixed Basic Service rates change every six (6) months for residential and small business accounts and every month for medium and large business accounts.

FREQUENTLY ASKED QUESTIONS

WHAT IS ELECTRICITY SUPPLY? Electricity service has two parts, delivery and supply. Electricity delivery is the process of bringing electricity to you along wires. Electricity supply is the electricity itself. Eversource is responsible for your electricity delivery. In addition, Eversource typically chooses your electricity supplier and passes that cost along to you. This is called Eversource Basic Service. Within Acton Power Choice, Eversource will continue to deliver the electricity but will no longer choose the electricity supplier. Instead, Acton will choose an electricity supplier for Town residents and businesses through a competitive bid process.

DO I HAVE TO PARTICPATE? You do not have to participate in the program. To opt out before the program begins, sign and return the enclosed postcard before **<MONTH> <DATE>**, or opt out online at www.acton-ma.gov/XXXX.

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. 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.

If you have any additional questions, please do not hesitate to contact customer support at acton@masspowerchoice.com or 1-844-483-5004. 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] ooooo-oooo

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

X _____
Signature Date

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>.

From:	jim.snyder.grant@gmail.com on behalf of Jim Snyder-Grant
To:	Board of Selectmen
Subject:	Acton Power Choice - initial comments from Green Acton
Date:	Saturday, July 09, 2016 12:55:54 PM

On Monday, July 11, you will be reviewing the draft Acton Power Choice plan. We wanted to send you some immediate comments before your public hearing. We plan to prepare more detailed comments after consulting with the rest of Green Acton: We will submit these additional comments by the end of the public comment period on July 28.

http://www.acton-ma.gov/powerchoice is the gathering place for Acton Power Choice materials, including the plan, which is here: http://www.acton-ma.gov/DocumentCenter/View/3560 The plan document is the next step in launching a Community Choice Aggregation program for Acton. It needs to be approved by Department of Energy Resources (DOER) and the Department of Public Utilities (DPU) before Acton can go through the process of issuing RFQs and RFPs, and start signing contracts with energy suppliers.

Green Acton was and is an enthusiastic supporter of Community Choice Aggregation (CCA), and was delighted with the overwhelmingly positive vote given to it at the Spring 2016 Town Meeting. If done right, it can lower residents' carbon footprint more significantly than any other single action Town government could take, simply by adjusting our electricity supply towards greener sources. Acton Power Choice is the name the Manager and the consultant have agreed on for Acton's CCA program.

This plan does not have many of the details that would let us understand how effective the actual program will be, but that's a fine and deliberate choice by the Town Manager and the Town's chosen consultant, Peregrine Energy. The idea is to get DOER and DPU approval for the widest variety of possible plans, so that when the Town goes out to bid and sees what the current market place can offer, it can design a program that does the best job it can for meeting the Town's sustainability goals. That includes making sure that the plan's default offering is financially attractive to residents, because every resident will be able to opt out of the plan and go back to the Eversource default offering whenever they want. To have the greatest impact, the default offering must offer electricity customers a decent chance, year over year, of saving money over their current plan, so that they choose to stay in the plan rather than opt out.

We support the generic nature of this plan because it gives the Town great flexibility in fine-tuning the actual contract options as each contract period approaches.

In addition, we wanted to call out and appreciate one other aspect of the plan. The Plan states that "The program will offer at least one option that is even greener than the standard offering." We will have more to say about this greener option or options in our subsequent comments, but as a starting point, this is a powerful and important choice to offer. There are residents, including many members of Green Acton, who are interested in maximizing their use of environmentally preferable sources of electricity, and this additional option or options will let many people do this easily.

In the presentation you will get from Peregrine or from Town staff, you will learn

about many other aspects of the plan document and the program's possibilities. We urge you to learn all you can about it, and to support it strongly, and to help spread the word to the rest of Acton about the upcoming Acton Power Choice program.

Debra Simes, President, Green Acton
Jim Snyder-Grant, Co-President, Green Acton

From: Terence Lobo
To: Steve Ledoux; Board of Selectmen
Subject: Acton Electric Aggregation Plan
Date: Monday, July 11, 2016 9:21:30 AM

Steve,

I came across your electric aggregation plan and am extremely concerned about it.

Here are my concerns:

1. It was approved on Apri l 5 with extremely vague wording that references research, joint action with other municipalities, etc.

2. The opt out letter has a statement stating that Lexington delivers energy more cost effectively than Eversource Basic Service without any data. Eversource Basic Service rate keeps changing. Are you implying that Lexington is always below ?

3. The reference to Lexington in the Opt Out letter is misleading to say the least unless you are guaranteeing that Acton's rate will also always be less . Can you clarify ?

4. Is it legal to enroll everyone in town without their explicit agreement whether or not you provide an opt out clause ? This is extremely concerning that the town is considering enrolling everyone without explicit approval ? I urge you to remove this clause.

Also let me know when the Town plans to file for regulatory approval.

Thanks
Terence