

Introduction

The City of Quincy (“Municipality”) has developed the Community Electricity Aggregation Program (the “Program”) with the goal of bringing the benefits of low-cost power, renewable energy, and electricity choice to its residents and businesses. The Program, as described in this aggregation plan (the “Plan”), is part of the efforts of the Municipality to promote environmental sustainability and economic growth.

Before being implemented, the Plan must be reviewed and approved by the Massachusetts Department of Public Utilities (the “Department”). The Department will ensure that the Program satisfies all of the statutory requirements, including that the Plan provides universal access, a reliable power supply and equitable treatment for all customer classes. This Plan was developed to demonstrate that the Program of the Municipality satisfies all of the requirements necessary for the Department’s approval.

I. Key Features

The key features of the Program will include:

Price: The Municipality will secure its power supply by requesting competitive bids from the largest and most experienced power suppliers serving the region. This competition will be designed to result in the best possible price. The Municipality will only launch the aggregation when it obtains a bid that meets the criteria set by the municipal officials. The Municipality cannot guarantee that the Aggregation Program will provide customers with prices lower than the distribution utilities’ Basic Service rate over the full term of any supply contract entered into by the Municipality. It is also the objective of the Municipality to support the development of additional green resources through the purchase of a higher level of MA Class 1 Renewable Energy Certificates (“RECs”). In requesting bids to serve its customer load, the Municipality may act individually or as part of a Buying Group with other municipalities.

Consumer protection: The Program of the Municipality will include the strongest consumer protections, including the ability for any customer to leave the program at any time with no charge. There will be no hidden charges of any kind.

Product options: The Municipality and its residents recognize the importance of developing a sustainable energy environment, reducing greenhouse gas emissions and supporting the development of renewable energy generating resources that will provide additionality (i.e. adding new renewable generation to the ISO-NE grid). It is the objective of municipal officials to promote sustainable energy through the

purchase of RECs while at the same time providing energy at affordable levels to the residents of the Municipality.

Standard Product: Quincy intends to offer the Quincy Local Green product as its standard product. The Quincy Local Green product is expected to include 10% green energy above the Renewable Portfolio Standard (“RPS”) required by the Commonwealth, with the exact amount yet to be determined. This product is intended to include as many RECs produced by renewable energy generating resources located in the Commonwealth as possible. The exact percentage of green energy to be included in Quincy Local Green will be determined after the receipt of bids from competitive suppliers. Including additional green energy in the standard product enables customers to have a meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.

Optional Products: Quincy intends to offer three optional products that provide customers with a wide range of possible choices for their electricity needs:

Quincy Basic: Some customers may feel that the amount of green energy required by the RPS in the Commonwealth includes a sufficient amount of RECs to fulfill their renewable energy objectives. This product offers the same amount of green energy offered in the Basic Service of the Local Distribution Company as required by law.

Quincy Premium 50% Local Green: For customers that want more green electricity generated from renewable energy resources than is offered by Quincy Local Green, this product offers 50% green energy option. This enables customers who chose this option to have a more meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable energy sources.

Quincy Premium 100% Local Green: For customers that want more green electricity generated from renewable energy resources than is offered by Quincy Local Green, this product offers up to a 100% green energy option. The exact amount of green energy to be included with this product will be determined at a later date and will be the same for all customers choosing this option. If this product includes RECs in an amount less than 100% of a customer’s metered consumption, the Municipality will rename the product to appropriately reflect the amount of RECs the product contains. This enables customers who chose this option to have a more meaningful impact on the reduction of greenhouse gas emissions through the support of local renewable

energy sources.

Any charge for the additional green energy would be included in the rate submitted to the Local Distribution Company or be purchased separately as RECs from a third party.

Coordination with energy efficiency programs: Energy efficiency programs help residents reduce their energy consumption. The aggregation program will coordinate with energy efficiency programs administered by the Local Distribution Company to help more residents reduce their energy use and cost. This plan does not include those services outlined in G.L. Chapter 164, Section 134(b).

Renewable energy: The Municipality may seek to purchase a portion of the RECs from renewable energy generators and include these RECs in a green product. If RECs are obtained through the Competitive Supplier, any charge for these RECs would be included in the same rate submitted to the Local Distribution Company.

II. Statutory Requirements

The municipal aggregation statute, G.L. Chapter 164, Section 134, sets out the requirements that a plan must meet in order to be approved by the Department. Those requirements include procedural requirements, specified plan elements and substantive requirements. The Plan of the Municipality satisfies all of these requirements, as discussed below.

1. Local Approval

The municipal aggregation statute requires that the Municipality obtain approval from the local governing authorities before initiating the development of the plan. The Municipality satisfied the local approval requirement when City Councilors voted to initiate the process of municipal aggregation. Documents authorizing the aggregation, including certifications of votes taken, are contained in the Historical Overview.

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

The aggregation statute also requires that the Municipality consult with the Department of Energy Resources (“DOER”) in developing the plan. The Municipality submitted a draft of the Plan to DOER and municipal officials and / or their Aggregation Consultant met with DOER to discuss that draft. DOER provided many helpful comments on the draft and the Municipality incorporated the DOER’s input into the final version of the Plan.

Municipal Aggregation Plan

The Municipality has also provided an opportunity for input from the Local Distribution Company. The Aggregation Consultant provided the Local Distribution Company with a draft model plan that reflects prior input from the Local Distribution Companies and will continue to provide an opportunity for further comment from the Local Distribution Company on the Plan.

The Municipality has made the Plan available for review by its citizens, including discussing the Plan at one or more public meetings, as noted in the Historical Overview (Attachment 1).

III. Elements of the Plan

General Law c. 164, section 134 requires that an 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

The incorporation of each of these elements in the Plan is discussed below.

1. Organizational Structure

The organizational structure of Program will be as follows:

Mayor: The Plan will be approved by the City Council, the elected representatives of the citizens of the Municipality, and overseen by the Mayor or designee of the Mayor. The Mayor or designee(s) of the Mayor will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Aggregation Consultant. Prior to the receipt of bids from Competitive Suppliers, the designee(s) of the Mayor shall be specifically authorized to enter into an Electric Service Agreement (“ESA”) under parameters specified by the Mayor.

Aggregation Consultant: The Aggregation Consultant will manage certain aggregation activities under the direction of the Mayor or designee of the Mayor. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with the Local Distribution Company and monitoring the supply contract. Through a competitive procurement

process, as outlined in the Historical Overview, the Municipality has selected Good Energy, L.P. to provide these services.

Competitive Supplier: The Competitive Supplier will provide power for the aggregation, provide customer support including staffing an 800 number for customer questions, and fulfill other responsibilities as detailed in the ESA. The Competitive Supplier shall be required to enter into an individual ESA with the Municipality under terms deemed reasonable and appropriate for the City's constituents by the Mayor.

Buying Group: The Municipality may elect to join with other municipal aggregators in combining its load for purposes of soliciting bids from Competitive Suppliers. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. The Municipality shall be represented by the designee(s) of the Mayor on the executive committee of the Buying Group. The Municipality, through its designee as specifically authorized by the Mayor, shall select a Competitive Supplier based on the needs of the Municipality and shall not be required to select the same terms or Competitive Supplier as other members of the Buying Group.

Eligible Customers: Eligible Customers shall include consumers of electricity located within the geographic boundaries of the municipality who are (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; or (3) customers receiving Basic Service plus an optional green power product that allows concurrent enrollment in either Basic Service or competitive supply. The following customers shall be excluded as Eligible Customers: (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.

2. Operations

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

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

The implementation of an aggregation requires extensive interaction between the Municipality, the Competitive Supplier, and the Local Distribution Company.

- a. Issue an RFP for power supply and select a competitive supplier

i. Power supply

After the Department approves the Plan, the next step is to procure a contract for power supply.

The Municipality will solicit bids from leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. In seeking bids from competitive suppliers, the Municipality may solicit bids for its load individually or as part of a Buying Group with other municipal aggregators. The RFP will require that the supplier satisfy key threshold criteria, including:

- Licensed by the Department
- Strong financial background
- Experience serving the Massachusetts competitive market or municipal aggregations in other states

- Demonstrated ability, supported by references, to provide strong customer service.

In addition, suppliers will be required to agree to the substantive terms and conditions of the ESA, including, for example, the requirement to:

- Provide all-requirements service at a fixed price
- Allow customers to exit the program at any time with no charge
- Agree to specified customer service standards
- Comply with all requirements of the Department and the Local Distribution Company

The Municipality will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Municipality will request bids for a variety of term lengths (e.g. 12, 24, 36 or 48 months) and for power from different sources. Prior to delivery of the bids, the Mayor shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the Mayor deems appropriate for its constituents. In consultation with its Aggregation Consultant, the designee(s) of the Municipality will evaluate the bid results including price, term and source. Whether the Municipality conducts an individual solicitation or participates in a solicitation with a Buying Group, at the conclusion of the bidding process it will select a price, term and supplier appropriate for its constituents. Participation in the Buying Group shall not require the Municipality to select the same price, terms or supplier as other members of the Buying Group. If none of the bids is satisfactory, the Municipality will reject all bids and repeat the solicitation for bids as

often as needed until market conditions yield a price that is acceptable. The Municipality will only accept a bid that enables it to launch the aggregation with a price, terms and characteristics that meet the criteria set by their municipal officials.

ii. RECs for a green product

In addition to soliciting bids for power supply that meet the required Massachusetts RPS obligation, the Municipality intends to solicit bids for a supply of RECs for its green products. It is the goal of the Municipality to achieve additionality in its product offerings, thus contributing greater renewable resources to the ISO-NE grid and reducing GHG emissions. The Mayor, or the Mayor's designee, will determine the appropriate level of green products to be included with the standard product and the optional products based upon their assessment of market conditions and what would be in the best interest of consumers at the time of the power supply solicitation. All RECs, above those required by the RPS, are expected to be Mass Class I eligible RECs. The Municipality may seek RECs from a variety of renewable sources, and will choose the best combination of environmental benefit and price.

The Municipality will require bidders to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. It will also require that the RECs be created and recorded in the New England Power Pool Generation Information System or be certified by a third party. The Municipality may provide customers with renewable generation source information through a variety of vehicles including the program web site, content disclosure labels and the opt-out letter.

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

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

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

At the time of launch, the Municipality will build on this existing public awareness. The Municipality will use a variety of media to communicate the objectives of the plan, the primary terms and conditions of the contract and the right to opt out at any time.

The public education plan will include both broad-based efforts and a 30-day opt-out notice to be mailed to every Eligible Customer on Basic Service. This information will be made available in multiple languages where appropriate.

i. Broad-based education efforts

The broad-based efforts will take advantage of traditional media and the Web 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 such as Quincy Sun, Patriot Ledger, Sampan, Boston Orange, Quincy Access TV, Wicked Local Quincy, Epoch Times, Bostonese, World Journal, Boston Herald and Boston Globe and other outlets identified as valuable by municipal officials such as the Quincy Chamber of Commerce, Quincy Police Department, Quincy Asian Resources Inc, Quincy Community Action Program, Quincy Climate Action Network, South Cove Community Health Center, South Cover Manor, Asian Community Development Corp, and Boston Chinatown Neighborhood Center.
- Dedicated informational Web pages that explain the aggregation plan community benefits, the opt-out process and other helpful information. This site will be available during the initial educational outreach and also on an ongoing basis so that customers can find information about the program for its duration.
- A community-wide presentation at a public meeting, open to all residents, as well as targeted presentations to vulnerable populations such as the senior community, and bilingual presentations to sizable non-English speaking populations.
- An inclusion of an announcement about the aggregation on the Municipality website and social media.
- A toll-free customer information and support hotline
- A presentation on the local cable access network.
- An informational FAQ for the employees of the Municipality and Quincy CAP to ensure they can confidently answer any questions.
- Multi-lingual informational documents that mirror the aggregation web page content and can be used as handouts during the community presentations. These materials will also be made available through the web site as downloadable files and in the municipal offices and other public buildings.

The Municipality will develop a detailed timeline for these efforts, as the launch gets closer.

ii. 30-day opt-out notice

In addition to the broad-based education initiatives, a 30-day opt-out notice will be mailed to every Eligible Customer on Basic Service with the Local Distribution Company. The notice will have the appearance of an official communication of the Municipality, 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 Municipality's competitive supply to the price and terms of the current Basic Service offering provided by the Local Distribution Company. The notice will indicate that because of market changes and differing terms, the Program cannot guarantee savings compared to Basic Service over the full term of the Program. The competitive supplier shall bear all expenses regarding the opt-out notice. The opt-out procedure is attached to this Plan as Exhibit A.

The direct mailing will include an opt-out reply card and envelope. Customers will have 33 days from the date of the mailing to return the reply card if they wish to opt out of the Program and the opt-out notice shall identify the return date by which the reply envelope must be mailed and postmarked. The competitive supplier shall allow an additional 3 days from the return date for receipt of the opt-out replies before initiating automatic enrollments in the Program. The notice will be designed by Good Energy and the Municipality and printed and mailed by the competitive supplier, who will process the opt-out replies. The competitive supplier will provide a pre-stamped envelope for return of the opt-out reply card in order to protect customer privacy. A sample of a draft opt-out notice and reply card are attached to this Plan as Exhibit B.

c. Enroll customers and provide service including quarterly notifications

After the completion of the 30-day opt-out period, the competitive supplier will enroll into the Program all Eligible Customers on Basic Service with the Local Distribution Company who did not opt-out. All enrollments and other transactions between the competitive supplier and the Local Distribution Company will be conducted in compliance with the relevant provisions of Department regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the Massachusetts Electronic Business Transactions Working Group.

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

initial ESA, the Municipality intends to solicit a new power supply agreement.

As part of its ongoing service, the Municipality will provide the quarterly disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. Like the other Massachusetts aggregations, the Municipality 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, public service announcements on cable television, postings at municipal offices and postings on the program website. As the Department has found with other aggregations, this alternate information disclosure strategy will allow the Municipality to provide the required information to its customers as effectively as quarterly mailings.

Also as part of ongoing operations, the Municipality intends to coordinate the aggregation program with existing energy efficiency programs that have helped residents reduce their energy usage and cost. The Municipality will cooperate with the Local Distribution Company responsible for administering the energy efficiency programs. The specifics of this coordination will be developed as the aggregation program gets closer to launch. It is anticipated that at a minimum there would be cross participation whereby aggregation program customers would be encouraged to participate in energy efficiency programs and those customers who participate in energy efficiency programs would be encouraged to consider a green product offered by the aggregation program.

d. Annual Report

On an annual basis, the Municipality will report to the Department and the DOER on the status of the aggregation program, including the number of customers enrolled and opting-out, kilowatt-hour usage, customer savings, participation in green products, and such other information as the Department or DOER may request. This information will be supplied to the Municipality by the Supplier and/or the Aggregation Consultant.

3. Funding

All of the costs of the Program will be funded through the ESA.

The primary cost will be the charges of the competitive supplier for the power supply. These charges will be established through the competitive solicitation for a supplier.

The administrative costs of the Program will be funded through a per kilowatt-hour

aggregation fee that will be paid by the competitive supplier to the Aggregation Consultant, as specified in the ESA. This aggregation fee will cover the services of the Aggregation Consultant, including developing the aggregation plan, managing the Department's 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 at \$0.001 per kilowatt-hour.

4. Rate Setting and Other Costs to Participants

As described above, the power supply charges of the aggregation program will be set through a competitive bidding process and will include the aggregation fee and applicable taxes pursuant to the ESA. Prices, terms, and conditions may differ among customer classes, which classes will be the same as the Basic Service customer classes of the Local Distribution Company. The frequency of price changes will be determined through the competitive bid process. The Municipality expects to solicit bids for a number of different contract terms. Prices may change as specified in the winning bid and customers will be notified of price changes through media releases and postings on the aggregation web site.

If there is a change in law that results in a direct, material increase in costs during the term of the ESA (see Articles 7.4.4 and 17 of the ESA), the City 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 City will notify consumers of the change in price by issuing a media release and posting a notice in City Hall and on the program website.

The Program affects only the electricity supply charges of the customers. Delivery charges will be unchanged and will continue to be charged by the Local Distribution Company in accordance with tariffs approved by the Department.

Participants in the aggregation will receive one bill from the Local Distribution Company that includes both the power supply charge of the Competitive Supplier and the delivery charge of the Local Distribution Company. Any applicable taxes will be billed as part of the Program's power supply charge.

5. Method of Entering and Terminating Agreements with Other Entities

The process for entering, modifying, enforcing, and terminating all agreements associated with the Plan will comply with the municipal charter, federal and state law and regulations, and the provisions of the relevant agreement.

The Municipality plans to use the same process described in Section III (2) of this

Plan to solicit bids and enter into any subsequent ESAs with the assistance of its then-current aggregation consultant. Customers will be notified of subsequent ESAs through press releases and public notices. The transfer of customers from the existing supplier to the new supplier will be coordinated with the LDC using established EDI protocols.

If the Municipality determines that it requires the services of an aggregation consultant after expiration of the existing agreement with Good Energy, it will evaluate opportunities to solicit an aggregation consultant individually or as part of a group of municipalities aggregating the electric load of their respective consumers. The Municipality will solicit proposals for, and evaluate, potential aggregation consultants using a competitive procurement process or alternative procedure which the Municipality determines to be in the best interest of its consumers and consistent with all applicable local, state and federal laws and regulations.

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 this right by any of the following: 1) calling the 800 number of the Competitive Supplier; 2) contacting the Local Distribution Company and asking to be returned to Basic Service; or 3) enrolling with another competitive supplier.

All participants will have available to them the consumer protection provisions of Massachusetts's 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 Municipality, the Aggregation Consultant, the Competitive Supplier, the Local Distribution Company and the Department. As appropriate, the Municipality and the Aggregation Consultant will direct customer complaints to the Competitive Supplier, the Local Distribution Company or the Department.

Participants will continue to be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations. Participants are responsible for requesting any exemption from the collection of any applicable taxes and must provide appropriate documentation of such exemption to the Competitive Supplier.

7. Extensions or Termination of Program

At least 91 days prior to the end of the term of the initial ESA, the Municipality will solicit bids for a new supply agreement and plans to continue the program with the same or new competitive supplier.

Although the Municipality is not contemplating a termination date, the program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Mayor or designee of the Mayor to dissolve the program effective on the end date of any outstanding ESA. In the event of termination, customers would return to the Basic Service of the Local Distribution Company, unless they choose an alternative competitive supplier. The Municipality will notify customers of a planned termination of the program through media releases and postings on the aggregation web site.

The Municipality will notify the Local Distribution Company of the planned termination or extension of the Program. In particular, the Municipality will provide the Local Distribution Company 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 ESA; and (3) four business-days after the successful negotiation of a new electric service agreement. The Municipality will also provide notice to the Director of the Consumer Division of the Department of Public Utilities 90 days prior to a planned termination, which notice shall include copies of all media releases, City Hall and website postings and other communications the Municipality intends to provide customers regarding the termination of the Program and the return of participants to Basic Service. In the event of the termination of the Program, it is the responsibility and requirement of the Competitive Supplier to return the customers to Basic Service of the Local Distribution Company in accordance with the then applicable Electronic Data Interchange (“EDI”) rules and procedures.

IV. 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 Program of the Municipality will satisfy all three requirements, as outlined as follows:

1. Universal Access

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

All Eligible Customers will have access to the Program. All existing customers on Basic Service with the Local Distribution Company will be automatically enrolled in

the Program unless they choose to opt-out.

When new customers move into the Municipality, they will initially be enrolled in Basic Service with the Local Distribution Company. New customers will receive an opt-out notice and at the end of the 30-day opt-out period they will be enrolled in the Program unless they elect to opt-out.

New residential and small commercial customers will be enrolled at the same price as the existing customers. All other commercial and industrial customers (medium to very large) joining the Program after program initiation 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 with no charge. 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. The Local Distribution Company will continue to 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 Competitive Supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the utility supply rate). The ESA requires the Competitive Supplier to maintain insurance and the Request for Proposals for a Competitive Supplier will require that an investment-grade entity either execute or guarantee the ESA. Accordingly, the Program satisfies the reliability requirement of the statute.

3. Equitable Treatment of all Customer Classes

The municipal aggregation statute requires “equitable” treatment of all customer classes. The Department 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 Department 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 will distinguish among customer classes (residential, small business (G-1), medium (G-2 Demand) and large business (G-3)) by soliciting separate pricing for each of those classes. The Program will use the same customer classes the Local Distribution Company uses for the Basic Service pricing.

Second, the Program will distinguish between customers receiving the standard

product and customers that affirmatively choose an optional product. Customers selecting an optional product will be charged the price associated with that product.

Third, the Program will distinguish between customers that join the program through an opt-out process and customers that join through an opt-in process. Customers that join through an opt-out process include the initial customers and new customers that move into the Municipality after the program start-date. All initial customers will receive the standard program pricing for their rate class. As described above under “Universal Access,” among new customers, the Program will distinguish between new residential and small commercial customers, who will receive the standard program pricing, and all other commercial and industrial customers, who will receive pricing based on market prices at the time the customer joins the Program.

Finally, customers that join by opting in include two types of customers: a) customers that did not become part of the Program initially because they were being served by a competitive supplier but then later join the Program; and b) customers re-joining the Program after having previously opted out. Those customers that were being served by a competitive supplier at program initiation but who later join the Program will be treated the same as new customers – residential and small commercial customers will receive the standard program pricing and all other commercial and industrial customers will pay a price based on the then-current market rates. All customers that join the Program after having previously opted out will be offered a price based on then-current market rates rather than the standard contract price. This distinction is designed to limit any incentive for frequent switching back and forth between the aggregation program and Basic Service of the Local Distribution Company.

V. Planned Schedule

Day	Action or Event
1	Issue RFP for Competitive Supplier
31	ESA executed between Municipality and Competitive Supplier
32	Competitive Supplier notifies Local Distribution Company to prepare Eligible Customer data of the Municipality; broad-based educational campaign begins
33	Competitive Supplier begins EDI testing with Local Distribution Company.
44	Competitive Supplier receives Eligible Customer data from Local Distribution Company
48	Competitive Supplier, at its expense, mails opt-out notice and reply cards with pre-paid envelopes to all Eligible Customers, identifying the return date by which the reply card envelopes must be mailed and postmarked
51	Eligible Customers receive opt-out notice in the mail
63	Competitive Supplier completes EDI testing with Local Distribution Company.
81	Return date by which consumers deciding to opt-out must mail reply card in pre-paid envelope to Competitive Supplier.
85	Competitive Supplier removes all Eligible Customers who opt out from the eligible list
85	Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers.
90	Service begins as of each customer's next meter read date

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

VI. Conclusion

The Community Electricity Aggregation Program meets all of the requirements of the municipal aggregation statute, including providing universal access, a reliable power supply and treating all customer classes equitably. The Municipality looks forward to the approval of this Plan by the Department so that they can launch the Program and pursue the benefits of low cost power, renewable energy, and electricity choice for its residents and businesses.