SCOTT J. MUELLER LAW OFFICE * 16 Conant Road, Chestnut Hill, MA 02467
P 978.460.0693 * F 617.566.6578 * E-mail scott@sjmuellerlaw.com

BY E-FILE AND FEDERAL EXPRESS

APPROVED
DATE: June 16, 2017
COMMISSIONERS. D.P.U.

Mark D. Marini, Secretary
Department of Public Utilities
One South Station, 5th Floor
Boston, MA 02110

April 28, 2017

RE: Town of Brookline - Municipal Aggregation Plan, D.P.U. 16-99

Dear Secretary Marini:

The Town of Brookline hereby submits the following documents in compliance with the Department's Order issued in the above-captioned proceeding on April 14, 2017.

1. A revised Aggregation Plan reflecting changes in regards to the treatment of new customers (Att. 2, p. 13, Section IV, 1 [para. 3] and Exhibit A, p. 3, Section 2.2).
2. A revised exemplar opt-out letter (Att. 2, Exhibit B).
3. A revised Public Outreach and Education Plan (Att. 3, adding section 1.1.7 at pp. 3-4).

Please let me know if you have any questions in regards to this submission. Thank you for your consideration.

Sincerely,

Scott J. Mueller

Ryan M. Hawkins, Hearing Officer (electronic and Federal Express)

Service List (electronic)

REVISED APRIL 27, 2017

ATTACHMENT 2

TOWN OF BROOKLINE

COMMUNITY ELECTRICITY AGGREGATION

MUNICIPAL AGGREGATION PLAN

Prepared with

GOOD ENERGY, L.P.

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Introduction

The Town of Brookline ("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 protection: 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. It is also the objective of the Municipality to support the development of additional green resources through the purchase of a higher level of Renewable Energy Certificates ("REC"s). 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 options at affordable levels to the residents of the Municipality.

Standard Product: Brookline intends to offer the Brookline Green product as their standard product. The municipal officials and residents of Brookline recognize the importance of developing a sustainable energy environment, reducing greenhouse gas emissions and supporting the development of renewable energy generating resources in the Commonwealth. This product, along with other efforts undertaken and planned by municipal officials, is designed to fulfill these goals and objectives. The Brookline Green product is expected to include 25% 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 Brookline 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: Brookline intends to offer two optional products that provide customers with a wide range of possible choices for their electricity needs:

Brookline 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.

Brookline All-Green: For customers that want more green electricity generated from renewable energy resources than is offered by Brookline-Green, this product is designed to offer up to a 100% green energy. The exact amount of green energy will be determined at a later date and that amount will be the same for all customers choosing the Brookline All-Green 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.

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 and billed separately by the third party to the Local Distribution Company.

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 supplier's 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 the Town Meeting 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.

The Municipality has also provided an opportunity for input from the Local Distribution Company on the Plan. 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:

Board of Selectmen and Town Administrator: The Plan will be approved by the Board of Selectmen, the elected representatives of the citizens of the Municipality. The Plan will be overseen by the Town Administrator or other designee(s). The Town Administrator or designee(s) 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 Town Administrator or designee(s) shall be specifically authorized to enter into an Electric Service Agreement ("ESA") under parameters specified by the Board of Selectmen.

Aggregation Consultant: The Aggregation Consultant will manage certain aggregation activities under the direction of the Town Administrator or other designee. 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 its constituents by the Town Administrator or other designee.

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 Town Administrator or other designee on the executive committee of the Buying Group. The Municipality 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.

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 Board of Selectmen shall provide authorization to its designee(s) to select a bid and enter into an ESA based upon parameters the Board of Selectmen deem 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 Board of Selectmen, or their 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 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 and other outlets identified as valuable by municipal officials.
- 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
- An inclusion of an announcement about the aggregation on the Municipality website
- 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 to ensure they can confidently answer any questions.
- 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 down-loadable 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 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 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 30 days from the date of the mailing to return the reply card if they wish to opt out of the program. The notice will be designed by 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 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 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 to DOER

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.

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. Additionally, during the first year of the ESA, the competitive supplier will also pay a fee of $0.000025 to cover the Metropolitan Area Planning Councils' cost of project development, administration and support.

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. 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.

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.

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.

7. Extensions or Termination of Program

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 Board of Selectmen or Town Administrator 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) 60 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. 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 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, medium and large business) 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 though 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 consumer data of the Municipality; Broad–based educational campaign begins
33	Competitive Supplier begins EDI testing with Local Distribution Company.
44	Competitive Supplier receives eligible consumer data from Local Distribution Company
48	Competitive Supplier mails opt-out notice and pre-paid reply card to all eligible consumers
49	30-day opt-out period begins on date of postmark
51	Eligible consumers receive opt-out notice in the mail
51-81	Consumers wishing to opt-out return pre-paid reply card to Competitive Supplier.
63	Competitive Supplier completes EDI testing with Local Distribution Company.
82	Competitive Supplier removes all eligible consumers who opt out from the eligible list
83	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.

EXHIBITS

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

B. Sample Customer Notification Letter and Opt-Out Card

EXHIBIT A

Customer Enrollment, Opt-Out and Opt-In Procedures

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

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

1.1. Opt-Out Notice and Reply Card

1.1.1. The Aggregation Consultant and the Municipality will design an Opt-Out Notice informing customers of the aggregation and their right to opt out and an Opt-Out Reply Card that customers may mail to exercise their right to opt out. The Competitive Supplier shall provide each customer with a pre-stamped Opt-Out Reply Envelope for return of the Opt-Out Reply Card.

1.1.2. The Competitive Supplier shall print the Opt-Out Notice, Opt-Out Reply Card and the Opt-Out Reply Envelope.

1.2. Customer List

1.2.1. After approval by the Department of Public Utilities and execution of the Electric Service Agreement (ESA) with a Competitive Supplier, the Local Distribution Company will electronically transmit the name, address, and existing power supply option (i.e., Basic Service or competitive supply) of each eligible consumer to the Competitive Supplier, in accordance with the rules and regulations set forth by the Massachusetts Electronic Business Transactions (EBT) Working Group, to facilitate the notification and opt-out requirements of the program.

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

1.4. Customer Opt-Outs.

1.4.1. During the period of thirty (30) days from the date of the postmark of the Opt-Out Notice, customers may opt out of the aggregation by mailing the opt-out reply card to the Competitive Supplier.

1.4.2. After the initial thirty (30) day period customers may also opt out by calling the Competitive Supplier's customer service number or following one of the other opt-out procedures described in Section 3.1.

1.5. Customer Enrollment and Commencement of Generation Service

1.5.1. After the conclusion of the 30-day opt-out period, and providing the EDI testing is complete, the Competitive Supplier shall submit transactions to the Local Distribution Company to enroll all Basic Service customers in the Municipality that did not opt out, pursuant to Section 1.4.1 or 1.4.2.

1.5.2. Subject to the Terms and Conditions for Competitive Suppliers of the Local Distribution Company, supply service will commence as follows:

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

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

1.6. Report to the Municipality. Within five (5) business days after submitting transactions to the Local Distribution Company to enroll all Basic Service customers, the Competitive Supplier shall provide the Municipality with the Customer List, with fields added for each customer indicating the date the Opt-Out Notice was mailed, whether the customer opted out, and if so the date, and whether an enrollment transaction for the customer was submitted to the Local Distribution Company, and if so the date.

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

2. New Customers

2.1 New Customers are customers that become customers of the Local Distribution Company after the date of the initial opt-out notice, for example, customers that moved into the Municipality.

2.2 When a new eligible customer first moves into the Municipality, the eligible

customer will be enrolled initially in Basic Service with the Local Distribution Company. New customers will receive an opt-out notice and at the end of the thirty day opt-out period they will be enrolled in the Program unless they elect to opt-out. However, if the customer is moving from another service address within the service area of the Local Distribution Company and had previously chosen an alternative supplier, then that supplier will be carried-forward to the customer's new service address. Enrollment will occur pursuant to the rules and procedures set forth in the EBT Working Group Report.

2.3 The Local Distribution Company will inform the Competitive Supplier of newly enrolled consumers by submitting Auto-Enroll New Customer 814-AE transactions.

2.4. The Competitive Supplier shall mail an Opt-Out Notice and Reply Card for all New Customers no less than thirty (30) days after receiving notice of such New Customers from the Local Distribution Company.

2.5. New Customers may opt-out of the program by returning the Reply Card or by using any of the opt-out methods described in Section 3.

3. Opt-Out After Initial Enrollment

3.1. Opt-Out Procedure. Subsequent to enrollment, a customer may elect to opt out of receiving generation service through the aggregation as follows:

3.1.1. By calling the Competitive Supplier's customer service number and requesting to opt out, in which case the Competitive Supplier shall submit a transaction to drop the customer to the Local Distribution Company within one (1) business day;

3.1.2. By calling the Local Distribution Company and requesting to be returned to Basic Service, in which case the Local Distribution Company shall submit a transaction to drop the supplier transaction; or

3.1.3. By enrolling with an unrelated competitive supplier, in which case the unrelated competitive supplier shall submit a transaction to enroll the customer to the Local Distribution Company.

3.2. Effective Date. The intent is that a customer that opts out will no longer receive generation service through the aggregation program as of:

3.2.1. the customer's next scheduled meter read, for customers with meter read dates at least two business days after the date of the drop or enrollment transaction;

3.2.2. the customer's subsequent scheduled meter read, for customers with meter read dates less than two business days after the date of the drop or enrollment

transaction.

4. Opt-In Procedure

4.1. Applicability

4.1.1. Customers not being served by the aggregation may opt in at any time.

4.1.2. The opt-in procedure applies to the following customers:

4.1.2.1. customers that were once enrolled in the aggregation and opted out; and

4.1.2.2. customers that were not previously enrolled in the aggregation because they opted-out before being enrolled or were served by a competitive supplier at the inception of the program.

4.2. Prices

4.2.1. Prices for opt-in customers shall be at prevailing market rates at the time of the opt-in except that residential and small commercial customers who were served by a competitive supplier at the inception of the program, and have not previously opted out, shall receive the same prices as existing customers in the program. Unless this requirement is waived by the Municipality, the end date of any opt-in contract shall be coterminous with end date of the Standard Product.

4.2.2. The Competitive Supplier shall notify the Municipality of all prices offered to opt-in customers.

4.3. Opt-in Process.

4.3.1. Customers may opt in to the aggregation by calling the Competitive Supplier's customer service number and requesting to opt in.

4.3.2. The Competitive Supplier shall fully disclose to the customer the price and all other terms and conditions of service. If the customer agrees to the price and terms and conditions, the Competitive Supplier shall submit a transaction to enroll the customer to the Local Distribution Company within five (5) business days.

5. Optional Products

5.1. Prior to enrollment, Customers may elect an Optional Product, if applicable, by calling the Competitive Supplier's customer service number. The Competitive Supplier shall enroll customers making such an election in the Optional Product.

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

EXHIBIT B

Sample Customer Notification Letter and Opt-Out Card

The Town of Brookline

Community Electricity Aggregation Program

<Date>

Dear Basic Service Customer,

The Town of Brookline approved a Community Electricity Aggregation program authorizing our community to aggregate the electricity load of those residents and businesses that are on Basic Service with NSTAR Electric Company (Eversource). The goals of the program are to provide you with competitive choice, longer-term price stability and more renewable energy. There are ____ other municipalities with community electricity aggregation programs that have elected to participate in a buying group with Brookline to solicit bids for the sale of electricity from competitive suppliers.

After a competitive bid process, _____ was selected as our Electricity Supplier with a contract term from your scheduled _____, 20XX meter reading to your _____, 20XX meter reading.

Rate Class	New Community Electricity Program "Brookline Green" Twenty-Five (25) Percent Local Renewable Energy (Standard Product - No Action Required)	"Brookline All Green" One Hundred(100) Percent Local Renewable Energy	"Brookline Basic" No Additional Local Renewable Energy	Current NSTAR Electric Company (Eversource) Utility Basic Service (Supply Services Only)
Residential (R-1, R-2, R-3, R-4, R-5, R-6)	$0.XXXXX/kWh	$0.XXXXX/kWh	$0.XXXXX/kWh	$0.XXXXX/kWh
Small Commercial & Industrial (G-0, G-1, G-2, G-4, G-5, G-6, G-7, T-1, Street Lighting)	$0.XXXXX/kWh	$0.XXXXX/kWh	$0.XXXXX/kWh	$0.XXXXX/kWh
Large Commercial & Industrial (G-2, G-3, T-2)	$0.XXXXX/kWh	$0.XXXXX/kWh	$0.XXXXX/kWh	$0.XXXXX/kWh NEMA
Duration	**XXXXXXX 2017 - XXXXXXX 20XX** (Rates apply to service beginning and ending on the days of the month that your meter is read in your service area.)			**July 1 – September 31, 2017** (Residential and Small Business & Lighting rates change every six months. Large Business rates change every three months.)

Rates indicated above are for Supply Services only. Under the contract, the rate per kWh for electric supply will be fixed until your _____, 20XX meter reading. This rate is guaranteed to remain below NSTAR Electric Company's (Eversource) Basic Service rate until _____, 20XX when NSTAR Electric Company (Eversource) Basic Service rates change at the end of September 2017.

There is no guarantee of future savings. The primary intent of the program is to provide price stability and savings over the duration of the XX-month term. However, NSTAR Electric Company (Eversource) rates for electric supply change every six months (on January 1 and July 1) and may drop below the program rate during any given six-month period.

ADMINISTRATIVE ADDERS for all Brookline programs are included in above rates. These fees are: $0.001/kWh for the aggregation consultant and $0.000025/kWh for the Metropolitan Area Planning Commission (MAPC), the regional planning agency assisting the program.

PROGRAM DETAILS

- As an eligible participant, your account will be automatically enrolled in the program unless you choose to opt out.
- You may leave the program at any time without early termination fees.
- You will continue to receive one bill from your utility.
- You will continue to send payment to your utility.
- Your utility will continue to respond to emergencies and outages.
- Reliability and quality of service will remain the same.

Participation	Action Needed
If you want to participate in this program ⇨	No action required
If you do **NOT** want to participate in this program ⇨	Sign and date the enclosed opt-out card. Mail the card in the enclosed postage pre-paid envelope within 30 days of the postmark on the opt-out letter.

IF YOU HAVE BEEN MAILED THIS NOTIFICATION, you do not need to take any action in order to participate in the Program.

ALL BASIC SERVICE CUSTOMERS who have been mailed this notification will automatically be enrolled in the Program and start benefiting from this fixed rate beginning on the day of the month that your meter read occurs. The new rate will be reflected on your subsequent month's bill. This date varies by service area. Your meter reading date is shown on your bill.

BUDGET PLAN OR ELIGIBLE LOW-INCOME DELIVERY RATE CONSUMERS will continue to receive those benefits from their utility.

IF YOU ARE RECEIVING ELECTRICITY SUPPLY FROM A COMPETITIVE SUPPLIER AND BELIEVE YOU HAVE RECEIVED THIS OPT-OUT LETTER IN ERROR, you **must** sign the attached card and opt out of this Program. This will ensure you continue to receive your electricity from that Competitive Supplier and prevent any possible early termination fees.

RENEWABLE ENERGY

- **"BROOKLINE GREEN INCLUDED:" – TWENTY-FIVE (25) PERCENT LOCAL RENEWABLE ENERGY – No action required to receive this offer.** The program automatically includes twenty-five (25) percent local renewable energy, in addition to the State Renewable Energy Portfolio Standard (RPS), originating from qualified Massachusetts Class 1 renewable energy sources. The Brookline Local Green offer is comprised of MA Class 1 Renewable Energy Certificates equal to twenty-five (25) percent of a consumer's metered consumption. The price for the standard product is shown in the price comparison chart above (New Community Electricity Program).

- **OPTION: "BROOKLINE ALL GREEN" - ONE HUNDRED (100) PERCENT LOCAL RENEWABLE ENERGY**
  The program offers an elective one hundred (100) percent local renewable energy option. This 100% option includes renewable energy, in addition to the State Renewable Energy Portfolio Standard (RPS), originating from qualified Massachusetts Class 1 renewable energy, sources. Call our Electricity Supplier at (___) ___-____ to learn more. The Brookline Premium Local Green offer is comprised of MA Class 1 Renewable Energy Certificates equal to one hundred (100) percent of a consumer's metered consumption. The price of this offer is $0.XXXXX/kWh.

- **OPTION: "BROOKLINE BASIC" - NO ADDITIONAL LOCAL RENEWABLE ENERGY**
  Program participants who do not want any local renewable energy (0) percent in addition to the amount required by the State Renewable Energy Portfolio Standard (RPS) **must opt in** by contacting _____ at (___) ___-____.
  The price of this offer is $0.XXXXX/kWh.

IF YOU HAVE ALREADY CHOSEN A GREEN POWER SUPPLY OPTION ON YOUR OWN, you **must** opt out of this Program. This will ensure you continue to receive your electricity from that Green Power Supply.

SOLAR ELECTRICITY CONSUMERS will not be impacted and will continue to receive their net metering credits while participating in the program.

INSTRUCTIONS ON HOW TO OPT OUT

If you do not wish to participate in the program, simply sign and return the enclosed card in the postage pre-paid envelope within thirty (30) days of postmark on this opt-out letter. There is no penalty to opt out in order to remain on NSTAR Electric Company (Eversource) Basic Service.

ANY TIME AFTER ENROLLMENT, you can leave the program with no early termination fees. This will occur during the next available billing cycle, whereupon your account(s) will be returned to your utility's Basic Service.

HOW TO ACCESS BASIC SERVICE IF YOU WANT TO LEAVE THE PROGRAM Additional information about your utility's Basic Service electricity rates may be found on the MASS.GOV website here: http://www.mass.gov/eea/energy-utilities-clean-tech/electric-power/electric-market-info/basic-default-service/, or visit the NSTAR Electric Company (Eversource) website https://www.eversource.com/content/ema-c or call (800) 592-2000 for Residential account information or (800) 340-9822 for Business account information. Please refer to the Basic Service category to determine the best option for you.

FOR MORE DETAILED INFORMATION regarding your community's Program, visit brooklinegreen.com, or call toll-free (800) 931-6221.

THERE IS NO GUARANTEE OF FUTURE SAVINGS The primary intent of the program is to provide price stability and savings over the duration of the XX-month term. However, NSTAR Electric Company (Eversource) rates for electric supply change every six months (on January 1 and July 1) and may drop below the program rate during any given six-month period.

_____

Town Administrator

REVISED APRIL 27, 2017

ATTACHMENT 3

TOWN OF BROOKLINE

COMMUNITY ELECTRICITY AGGREGATION

PUBLIC OUTREACH AND EDUCATION PLAN

Prepared with

GOOD ENERGY, L.P.

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Public Outreach and Education Plan

1. PURPOSE

As part of a municipal aggregation plan and in accordance with G.L. Chapter 164, Section 134(a) a public outreach and education plan is required to fully inform and educate potential consumers and participants in advance of automatic enrollment in the municipal aggregation. Consumers, including consumers with limited English language proficiency, must be informed that they would be automatically enrolled in the aggregation and that they would have the right to opt-out of the aggregation program without penalty.

The Public Outreach and Education Plan (Education Plan) component of the Community Electricity Aggregation Program (Program) has two parts. The general public outreach and education effort conducted by Good Energy will provide information to eligible consumers through electronic and print channels, public presentations and personal communications. The direct mail notification to eligible consumers will include a letter of explanation of the benefits and rights of participating in the aggregation and will contain information regarding consumer participation and rights. This letter will prominently state all charges and disclose the Basic Service rate, how to access it and that it is available to them without penalty.

In Town of Westford, D.P.U. 15-115, pp. 10-11 (2015), the Department found that the education component of the Town's Plan, which informed customers of their right to opt out and provided other pertinent information about the Program through newspapers, public and cable television, public meetings, electronic communication, a toll-free customer service line, and a direct mail component including the opt-out notification, satisfied the statutory requirements of G.L. c. 164, section 134(a). The Public Outreach and Education Plan of the Municipality closely resembles the Education Plan of the Town of Westford.

The purpose of the Public Outreach and Education Plan is to raise awareness and provide eligible consumers with information concerning their opportunities, options and rights for participation in the aggregation.

The Public Outreach and Education Plan consists of two parts:

a) General Education: This will be conducted through electronic and print channels, public presentations and personal communications to inform eligible consumers about the aggregation.

b) Direct Mail Notification: This will be mailed out to eligible consumers will include a letter of explanation of the benefits and rights of participating in the aggregation and will contain information regarding consumer participation and rights.

This letter will be made available in other languages where appropriate and will prominently state all charges and disclose the current Basic Service rate, how to access it and that it is available to them without penalty.

The general education component will provide a wide-ranging public outreach for the direct mail notification, increasing public awareness of the mailing and its purpose and providing reinforcement of important information.

1.1 GENERAL EDUCATION

The general education will provide a description of the Program for eligible consumers. It will consist of a public relations effort, advertising outreach, public presentations and electronic information sources (i.e. toll-free telephone number, websites, etc.). The general education will provide specific information about the Program and maximize the impact of the direct mail notification which will create an environment of public awareness.

1.1.1 Press Conference

The initial launch of the Program will be a media event featuring representatives from the Municipality, its Competitive Supplier, and Good Energy. This event will be designed to create an understanding of the Program as a whole including consumer rights and benefits. Representatives from local and regional print and broadcast sources will be invited to attend.

A press kit will be assembled to introduce the Program. Materials may include:

a) news releases;
b) background information;
c) deregulation and choice information; and
d) frequently asked questions.

1.1.2 Media Outreach

Following the launch of the Program, media outreach will continue through local cable television shows, newspapers and Internet sources to provide greater public education and to describe the Program, the opt-out process and the toll-free telephone number. Outreach will include public service announcements (PSAs), scheduling interviews of Program spokespersons with local media outlets and securing a positive media presence.

A series of news releases will be distributed to achieve the aforementioned goals.

Follow-up news releases will update the media on the status of the progress of the Program. A sample of available media outlets is contained in Exhibit A.

1.1.3 Notices and Public Postings

Notices in newspapers and in Municipal Offices describing the Program, the opt-out process and the toll-free telephone number will further reinforce the Program's details. Postings will be placed in public buildings (i.e. library, Senior Center, etc.) which will create the necessary repetition of messages required to motivate consumer action and build awareness and understanding.

1.1.4 Customer Service Center

Good Energy will maintain a toll-free telephone number to address eligible consumer's questions regarding the Program, deregulation, the opt-out process, price information and other issues eligible consumers may raise.

1.1.5 Website

All information regarding the Program will be posted on the website of Good Energy, which is linked to the website of the Municipality. The Good Energy website will have links to the website of the Local Distribution Company, the Massachusetts Department of Energy Resources (DOER), the Massachusetts Department of Public Utilities (DPU), and the Competitive Supplier.

1.1.6 Public Presentations

Good Energy will provide presentations to municipal officials and to any interested community group.

1.1.7 Ongoing Outreach and Education

The Municipality intends to continue outreach and education for customers after enrollment in the aggregation program, particularly with respect to changes in offerings and prices, which will be posted on the website of Good Energy (www.masscea.com) that is linked to the website of the Municipality. The types of information the Municipality expects to communicate through the continuing education efforts include: revisions to programs and prices; responses to frequently asked questions; Program goals and performance; rights and procedures for Program participants; contact information for customer inquiries and details regarding the Program's electric supply and renewable attributes. In addition to the websites, outreach and education may also be provided through: public service announcements;

interviews with local media outlets; news releases in local media; notices in newspapers; public postings in municipal offices and other public buildings (i.e. library, Senior Center, etc.) where residents may meet for municipal events; presentations to municipal officials and interested community groups; and information disclosure labels posted quarterly on the website of Good Energy.

1.2 DIRECT MAIL NOTIFICATION

1.2.1 Opt-Out

The opt-out notification will be sent via standard mail to the billing address of each eligible consumer on Basic Service. The notification envelope will be clearly marked as containing time sensitive information related to the Program. The notification will contain a letter describing the Program.

The letter will inform eligible consumers:

a) about the Program and provide information regarding participation and rights;
b) that they have the right to opt-out of the aggregation without penalty;
c) of all charges, prominently stated, with a comparison of price and primary terms of the Competitive Supplier and the current Basic Service offering;
d) that any savings under the Program compared to Basic Service cannot be guaranteed because the Basic Service rate is subject to changes
e) about the opt-out process; and
f) in languages other than English for appropriate consumer groups. (i.e. toll-free telephone number).

The opt-out notification will also contain a card with a simple check off and signature line for eligible consumers who do not wish to participate. Eligible consumers will have 30 days from the date of the mailing to return the opt-out card in a preaddressed postage-paid envelope. New eligible consumers will be enrolled in the Program in accordance with applicable Local Distributor Company rules. Upon initiation of service, these new eligible consumers will receive the same opt-out information as all other eligible consumers.

Examples of a draft opt-out notification letter and the opt-out card are included as Exhibit B to the Aggregation Plan. A copy of the initial opt-out notification will be filed with the Director of the Department's Consumer Division prior to the start of the opt-out period.

2 TIMELINE

The schedule below assumes timely preparation of mailing lists as well as space and time availability in the media. Meetings and public presentations will be scheduled upon mutually agreeable schedules. On-going education will continue beyond the period outlined below through the media and the toll-free telephone number.

DAY	ACTION OR EVENT
1	Press conference to announce the Program and introduce the Competitive Supplier
1	Customer service center opens (toll-free telephone number)
1	Press release on direct mail notification and the customer service center
1	Program information posted on appropriate websites: Good Energy, Municipality, and Competitive Supplier
1-7	Postings placed in public buildings
1-40	Public presentations to inform community groups about the Program and consumer rights
10	Direct mail notification sent to each eligible consumer
12-30	Display ads in newspapers describing the Program, the opt-out process and providing the toll-free telephone number
14	Local cable television show describing the Program, the opt-out process and providing the toll-free telephone number
16	Public Service Announcements describing the Program, the opt-out process and providing the toll-free telephone number
40	Deadline reached for eligible consumers to return the opt-out card
40+	Public outreach and education continues through the media, the toll-free telephone number and individual opt-out mailings to new eligible consumers
90+	Follow-up news releases to summarize the status of the Program