

**APPENDIX B**

DRAFT TEMPLATE PLAN

TABLE OF CONTENTS

I.	INTRODUCTION & KEY FEATURES .....	2
A.	Describe the municipal aggregation program in general. ....	2
B.	Describe Products to be Offered .....	2
C.	Automatic Enrollment.....	4
II.	PROCEDURAL REQUIREMENTS.....	4
A.	Local Approval .....	4
B.	Consultation with DOER .....	5
C.	Public Review .....	5
III.	ELEMENTS OF THE PLAN .....	6
A.	Organizational Structure and Responsibilities.....	6
B.	Operations .....	7
C.	Funding .....	8
D.	Rate Setting and Other Costs to Participants .....	8
E.	Method of Entering and Terminating Agreements with Other Entities.....	10
F.	Rights and Responsibilities of Program Participants.....	11
G.	Termination of Program.....	12
H.	Education Plan .....	14
IV.	SUBSTANTIVE REQUIREMENTS.....	15
A.	Universal Access.....	15
B.	Reliability.....	15
C.	Equitable Treatment of All Customer Classes.....	16
V.	IMPLEMENTATION AND EDUCATION SCHEDULE .....	19
VI.	PLAN ATTACHMENTS.....	20
1.	Attachment A: Opt-Out Documents .....	21
2.	Attachment B: Further Supporting Documentation.....	21
3.	Attachment C: Department of Energy Resources Consultation Letter.....	21

## I. INTRODUCTION & KEY FEATURES

### A. Describe the municipal aggregation program in general.

This is the section to summarize the program. Below is an example of some language this section could include:<sup>1</sup>

*The municipality is seeking to establish a program to broker for electric supply on behalf of the residents and businesses within the municipality. All retail electric customers within the municipality will have the right to participate in the program. After the municipality enters into a contract with a licensed competitive supplier, each eligible customer will be automatically enrolled on to the electric supplier selected by the municipality subject to each customer's right to opt out of participating in the program.*

The Department does not need information about the general policy goals of a municipality.

### B. Describe Products to be Offered

Describe each product the municipality intends to offer. The Plan must designate which product is the default opt-out product and which is/are the optional opt-in product(s).

For expedited review, one product's renewable energy content must be equivalent to Basic Service, and the municipality may offer one additional product that may contain a specified level of additional renewable energy content.

Adequately describe each product with sufficient specificity, such as the objectives of each product with respect to price and renewable energy content, including the amount of

---

<sup>1</sup> Sample language is intended to provide guidance to municipalities on potential ways to present certain information. Actual plans should be written to include all required information in a manner that fully and accurately describes the Program and all information specified in the template and required by the Guidelines.

renewable energy content to be offered, and clearly identify the type of additional renewable energy content each product will contain.

If the municipality is not certain about the level of renewable energy content to be offered in a product, the municipality may propose a product with a potential range of renewable energy content, provided the municipality clearly specifies the municipality’s objectives with respect to price and renewable energy content, as well as the decision-making process it will use to determine the characteristics and design of the product, including: (1) a clear explanation of the criteria it will use to design the product (i.e., selection of renewable energy content level); (2) identification of the person responsible for exercising such decisions; (3) clear identification of the type(s) of additional renewable energy content each product will contain; and (4) an explanation of whether the level of renewable energy content and/or the type of RECs will vary after the establishment of the default product.

Explain that once a customer is enrolled in a product, the municipality cannot change the renewable energy content of that product without notifying the customer.

Avoid the use of non-specific terms like “green,” “premium,” and “local” when naming or describing the product options. If using the term “local” it must mean within the municipality or within a group of municipalities if doing a joint municipal aggregation plan.

Below is an example of some language this section could include:

*The municipality will offer the \_\_\_\_\_ as the default opt-out, product and the following optional opt-in product(s): \_\_\_\_\_.*

*The default opt-out product has renewable energy content equivalent to Basic Service offered by \_\_\_\_\_ [utility].*

*The optional opt-in product will have [50%] additional renewable energy content above Basic Service.*

*In all product offerings containing additional renewable energy content above Basic Service, the municipality will achieve the integration of renewable electricity through the purchase of Class I Renewable Energy Certificates.*

*[if the plan provides a range for renewable energy content] Once a customer is enrolled in a product, the municipality cannot change the voluntary renewable energy content of that product without notifying the customer.*

### C. Automatic Enrollment

Describe automatic enrollment process and clearly state that customers may opt out at any time. For expedited review, the municipality must allow customers to opt out at any time without penalty.

Below is an example of some language this section could include:

*The municipality will provide notice to eligible customers at least 30 days in advance indicating that if residents or businesses do nothing by \_\_\_\_\_ [date], then the municipality will automatically enroll them in the default opt-out product. The notice to eligible customers will state that customers may opt out at any time by notifying the municipality at \_\_\_\_\_ [e-mail address, phone number, web form, etc.] and those customers will be transferred to the \_\_\_\_\_ [utility's] basic service rate without penalty.*

## II. PROCEDURAL REQUIREMENTS

### A. Local Approval

Describe the local approval process and dates of relevant votes/approvals. Attach a certified copy of votes/approvals, including associated meeting minutes, as Attachments B-1 and B-2, respectively.

B. Consultation with DOER

Describe the consultation with DOER including the date(s) of meeting(s). Attach a copy of the letter from DOER as Attachment C.

Below is an example of some language this section could include:

*The municipality consulted with DOER on \_\_\_\_\_ [date]. At that meeting, the following people attended: \_\_\_\_\_ [list of attendees].*

C. Public Review

Describe when and where the Plan and sample opt-out documents were made available for resident and business review and comment. Describe the material made available for public review and for how long (minimum 30 days review period). Describe the municipality's efforts to notify the public that the draft Plan was available for review, including the notice designed to address residents who are hard to reach, have limited English proficiency, and/or may not routinely access the municipality's website.

State whether any comments were received. Include the comments received, regardless of whether they were made within any official comment period, as well as any responses made, as Attachment B-5.

Include proof of posting, notices to residents and businesses, and a copy of the Plan that was available for review as Attachments B-3 and B-4. State that the municipality will maintain the most recent version of its Plan, including the Department-approved Plan, and supporting documents on its Program website with a prominent link to the Program website from the municipality's website.

Below is an example of some language this section could include:

*The municipality provided sample opt-out notices and requests for comments on its website, \_\_\_\_\_ [web address], \_\_\_\_\_ posted to its \_\_\_\_\_ [social*

*media accounts], distributed flyers at the following community locations \_\_\_\_\_ [city/town hall, library, community centers, religious institutions], and provided \_\_\_\_\_ [other] to all residents and businesses in the municipality. The municipality has the limited English proficient residents and business owners that speak the following languages: \_\_\_\_\_ [list languages]. The municipality translated the requests for comments and sample opt-out notices into the following languages: \_\_\_\_\_. The municipality received \_\_\_\_\_ [number] of comments. The municipality responded to those comments in the following way: \_\_\_\_\_ [summarize response content and method of providing response]. The request for comments and comments are attached as Attachment B-5.*

### III. ELEMENTS OF THE PLAN

#### A. Organizational Structure and Responsibilities

Describe the organizational structure of the Program including the responsibilities of the various entities involved, including, for example, the roles of the city council/select board, the city/town manager, the consultant (state that the consultant is an electricity broker licensed in Massachusetts with the consultant's license number), and the competitive supplier. Identify who is responsible for receiving and responding to customer questions and complaints.

Below is an example of some language this section could include:

*The municipality's municipal aggregation structure includes the following roles along with a description of their associated responsibilities:*

- *City/Council / Select Board:* \_\_\_\_\_
- *Mayor / City / Town Manager:* \_\_\_\_\_
- *Consultant:* \_\_\_\_\_

- *Competitive Supplier* \_\_\_\_\_

*Residents and businesses should contact the following person who is responsible for receiving questions and complaints: \_\_\_\_\_.*

#### B. Operations

Describe key operational steps, such as: issuance of an request for qualifications (“RFQ”) with a description of the RFQ criteria and renewable energy content requirements; issuance of an request for proposals (“RFP”) to qualifying bidders with a description of the RFP criteria; selection of winning bids and the procedure for a failed bid process; enrollment of customers, including initial enrollment, enrollment after initial opt-out period, and enrollment at the start of a new supply contract; and information disclosure pursuant to 220 CMR 11.06(4)(c).

Below is an example of some language this section could include:

*The municipality will issue an RFQ seeking suppliers who meet the following specifications: \_\_\_\_\_ [licensed, etc.]. The municipality will then issue an RFP to qualifying suppliers seeking products that meet the following specifications: \_\_\_\_\_ [renewable energy content requirements, etc.]. The municipality will use the following criteria to evaluate bids: \_\_\_\_\_ [criteria]. If the municipality experiences a failed bid process, it will take the following steps: \_\_\_\_\_. Following receipt of bids, evaluating bids, and selecting a winning bidder, the municipality will conduct initial automatic enrollment of eligible customers careful to exclude any resident or business that opt-outed out of the Program. The municipality will conduct the following process for enrolling participants after the initial opt-out period: \_\_\_\_\_ [e.g., following information about new accounts from the utility, the municipality will mail and email opt-out documents at least 30 days before enrolling new customers]. If there is a new supply contract, the municipality will conduct the following process: \_\_\_\_\_. The competitive supplier will provide an information disclosure label*

*to the program participants quarterly reflecting resources it used to meet its load obligations in New England in compliance with 220 CMR 11.06(2)(d). The supplier will provide the terms of service or terms and conditions upon request.*

C. Funding

Describe the costs of the program funded through the supply contract, such as: the principal program costs established through the competitive supplier RFP; the administrative costs charged as a per kilowatt-hour administrative adder and paid to the consultant, if any; and the operational costs charged as a per kilowatt-hour operational adder and paid to the municipality, if any. This section must also describe how all costs will be determined and identify the individual/entity responsible for overseeing the costs, including all education and outreach costs.

Below is an example of some language this section could include:

*The Program will fund the following costs: \_\_\_\_\_. The Program [will/will not] have a per kilowatt-hour operational adder. The municipality will rely on the following roles to determine the Program costs: \_\_\_\_\_. The individual responsible for overseeing costs of the Program is: \_\_\_\_\_.*

D. Rate Setting and Other Costs to Participants

Describe how the Program's supply charge will be set (e.g., through competitive bidding process) and the adders it may include. Describe how each adder will be set, including how a budget will be determined and a rate calculated to recover that budget. For any operational adder, the municipality shall describe how it is consistent with municipal finance law.

Describe how prices, terms, and conditions may vary by product and whether there will be any differences among customer classes. For expedited review, the plan must treat residential and small commercial and industrial customers similarly; and may allow the municipal



aggregation supplier to offer large commercial and industrial customers that seek to join the municipal aggregation after program initiation a market-based rate, instead of the contract rate.

Describe when and how prices may change, including due to a change in law.

State that the Program only affects customers' electricity supply charges and delivery charges will be unchanged and will continue to be charged by the electric distribution company in accordance with the tariffs approved by the Department.

Describe how customers will be billed for the municipal aggregation's rates and any applicable taxes. Describe how customers may request exemptions from the collection of any tax.

Below is an example of some language this section could include:

*The municipality will set the Program's supply charge through a competitive bidding process. The Program will include the following adders: \_\_\_\_\_. The adders will be set by: \_\_\_\_\_. The budget for each adder will be determined through the following process: \_\_\_\_\_. A rate will be calculated to recover the budget by: \_\_\_\_\_. The operational adder is consistent with municipal finance law because: \_\_\_\_\_. The prices, may vary by product and the terms and conditions [will/will not] vary by customer classes. [explain how may vary by customer class].*

*Prices may change for the following reasons: \_\_\_\_\_. The Program only affects customer's electricity supply charge and delivery charges will be unchanged and charged by \_\_\_\_\_ [distribution company]. Customers participating in the Program will receive one bill through the distribution company with both the supply and delivery charges. Customers may request exemptions from collecting taxes by: \_\_\_\_\_.*

E. Method of Entering and Terminating Agreements with Other Entities

Describe the municipality's process for entering, modifying, enforcing, and terminating all agreements associated with the Plan and the process to solicit bids for a new electric services agreement. For expedited review, the municipality shall use a competitive solicitation for fixed-price all-requirements service.

State that the municipality shall not enter into any electric services agreement with a competitive supplier unless it is fully consistent with its Department-approved Plan and Department Guidelines.

Describe how and when customers will be notified of subsequent electric services agreements and the process for transfer to a new competitive supplier, if applicable. This should include a statement that the municipal aggregation program will satisfy all notice requirements established by the Department for price and product changes, including any timing and mailing requirements.

Describe the process for procuring any support services, including those of an aggregation consultant, if the municipality determines that it requires support services after expiration of its current agreement(s).

Below is an example of some language this section could include:

*The municipality will use a competitive solicitation for fixed-price all-requirements service. The municipality will not enter into any electric services agreement with a competitive supplier unless it is fully consistent with its Department-approved Plan and Department Guidelines. The municipality will notify customers of changes to electric services agreements and new competitive suppliers through: \_\_\_\_\_ [direct mailings, e-mail, posting on website, and posting notices in areas with high foot traffic.] Should the municipality require support services after expiration of its current agreement, it will issue a request for proposals.*

*The person responsible for entering and terminating contracts is \_\_\_\_\_ [name]. The municipality will use the following process for exercising any renewal conditions or terminating contracts: \_\_\_\_\_.*

F. Rights and Responsibilities of Program Participants

State that all participants will have the right to opt out of the municipal aggregation program at any time. Describe how participants may exercise that right. For expedited review, participants must be able to opt out of the municipal aggregation program at any time without penalty. State that customers will be notified of any charges, including reconciling charges, that may be assessed.

Describe any terms and conditions for a customer to enroll in the municipal aggregation program after launch or to transfer between products offered by the municipal aggregation program. For example, describe whether customers that opt out of the program and seek to join at a later date will be charged the market-based price or the contract price and, if customers are enrolled at a market-based price, describe the process for how the customers will be transferred to the contract rate at the time of execution of a subsequent electric services agreement.

Describe the vehicles to be used for customers to ask questions or register complaints. At a minimum, each municipal aggregation program must provide the contact information for municipal officials and the aggregation consultant, if any.

State that participants will be responsible for paying their bills, for providing access to metering and other equipment necessary to carry out utility operations, and for requesting any exemption from the collection of any applicable taxes with appropriate documentation of such exemption provided to the competitive supplier.

Below is an example of some language this section could include:

*The municipality will offer Program participants all-requirements service. The municipality will communicate with customers that all residents and businesses have the right to opt out of the municipal aggregation program at any time without penalty. Customers may opt out of the Program by: \_\_\_\_\_. Customers may enroll after the Program launch using the following process: \_\_\_\_\_. Customers may to change between product offerings using the following process: \_\_\_\_\_.*

*Program participants can contact this individual with questions, \_\_\_\_\_, and submit a complaint using the following procedure: \_\_\_\_\_.*

*All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the Program.*

*Participants are responsible for paying their bills, for providing access to metering and other equipment necessary to carry out utility operations, and for requesting any exemption from the collection of any applicable taxes with appropriate documentation of such exemption provided to the competitive supplier.*

#### G. Termination of Program

Describe under what circumstances the municipal aggregation program could be terminated and what occurs in the event of a termination.

Describe when the municipality will notify the electric distribution company of the planned termination of the Program, which must occur at least 90 days prior to termination.

Describe how the municipality will notify participants of the municipal aggregation program's termination.

State that the municipality will notify the service list for the municipality’s municipal aggregation docket, the Director of the Department’s Consumer Division, and the electric distribution company at least 90 days prior to a planned termination of the municipal aggregation program and include copies of all media releases, website postings, and all other communications the municipality intends to provide to customers regarding termination of the program and return to basic service.

State that in the event of termination of the municipal aggregation program, it is the responsibility and requirement of the competitive supplier to return the customers to basic service of the electric distribution company in accordance with the then applicable rules and procedures.

Below is an example of some language this section could include:

*The municipal aggregation program could be terminated as a result of the following situations: \_\_\_\_\_ . The person responsible for making the determination to terminate the Program is: \_\_\_\_\_ . Should a termination occur, the following actions will be taken: \_\_\_\_\_ ; send a notice to the Department service list for the docket that approved the Program; and send a notice to the Department Consumer Division at [DPUCustomer.Complaints@mass.gov](mailto:DPUCustomer.Complaints@mass.gov). The municipality will notify \_\_\_\_\_ [distribution company] at least 90 days before termination. The municipality will notify the supplier at least \_\_\_\_\_ [days] before termination and remind the supplier that it bears the responsibility of returning customers to basic service at a specified time period. The municipality will communicate with Program participants about the termination by using the following process: \_\_\_\_\_ .*

#### H. Education Plan

Describe in detail how the municipality will undertake a broad-based effort to fully inform and educate customers of the Program and their rights and responsibilities, including media and other outreach methods (e.g., traditional print and TV channels, radio, social media, dedicated webpage, public presentations, public postings, community groups, personal communications, toll-free phone number) and the criteria for selecting the outreach method and entities. Explain the Municipality’s initial outreach efforts as part of the initial automatic enrollment process, as well as any on-going education efforts. Describe any pre-opt-out period marketing to occur such as “coming soon” postcards or announcements.

Confirm that the municipality maintains a municipal aggregation webpage that will provide basic information about the municipal aggregation plan, including current and any proposed rates, in a prominent location with appropriate links to the dedicated municipal aggregation program webpage. The municipal aggregation program webpage must include a municipal contact. Confirm that all municipal aggregation plan documents, including the Department-approved municipal aggregation plan and opt-out documents and education materials, will remain available and updated on the Program website. Confirm that all education materials will include how to access basic service.

Explain the actions the Municipality will undertake to ensure customers requiring visual or audial assistance and with limited English proficiency receive information about the Program, and their rights and responsibilities. Describe any other accommodations and customizations based on the municipality’s demographics.

Below is an example of some language this section could include:

*The municipality will conduct the following outreach efforts to educate customers about the Program: \_\_\_\_\_ [post content on municipal website with appropriate links to*

*the dedicated Program website along with the Department-approved Plan, Education Plan, and Opt-Out Documents]. The municipality commits to ensuring that education materials will remain available and updated on the Program website. The municipality is knowledgeable about the resident and business demographics. Consequently, the municipality is tailoring its outreach methods in the following ways to ensure that the communication approach is uniquely tailored to the needs of the community: \_\_\_\_\_.*

#### IV. SUBSTANTIVE REQUIREMENTS

##### A. Universal Access

Describe how the municipal aggregation plan provides for universal access.

State that all electric distribution company customers located within the municipality will have access to the municipal aggregation program and that all eligible customers (defined in the Department Guidelines, Appendix A) will be automatically enrolled in the program unless they choose to opt out. If the municipality intends to place any conditions on when a customer may join the program or place any other restrictions on participation, they shall describe them in this section.

Below is an example of some language this section could include:

*All electric distribution company customers located within the municipality will have access to the municipal aggregation program and all eligible customers will be automatically enrolled in the program unless they choose to opt out. Customers that are not automatically enrolled in the Program may subsequently join the Program by \_\_\_\_\_.*

##### B. Reliability

Describe how the municipal aggregation plan provides for reliability. For expedited review, state that the contract with the competitive supplier will commit the competitive supplier

to provide all-requirements power supply at fixed prices, make all necessary arrangements for power supply, and use proper standards for management and operations.

For expedited review, if the municipality uses a consultant, state that the consultant will be a Massachusetts licensed electricity broker and describe how the consultant has the technical expertise necessary to operate the municipal aggregation program.

For expedited review, if a municipality does not use a consultant, the municipal aggregation plan should describe the municipality's staffing and assert that its staff has the technical expertise necessary to operate the municipal aggregation program.

Below is an example of some language this section could include:

*The contract with the competitive supplier will commit the competitive supplier to provide all-requirements power supply at fixed prices, make all necessary arrangements for power supply, and use proper standards for management and operations. The consultant will be a Massachusetts licensed electricity broker and has the following technical expertise necessary to operate the municipal aggregation program: \_\_\_\_\_.*

#### C. Equitable Treatment of All Customer Classes

Describe how the municipal aggregation plan provides for equitable treatment of all customer classes, including an explanation of what that means (i.e., similarly situated classes must be treated equitably). Explain whether and how customer classes may be treated differently, including why differential treatment is equitable.

State that the municipal aggregation program will use the customer classes that the electric distribution company uses for its basic service pricing.

State that all residential and small commercial and industrial customers will receive the same rates and terms of service.



Explain any distinctions between customers receiving different products; customer classes receiving different terms and conditions, e.g., very large commercial and industrial customers; and treatment of new eligible customers. Include charts outlining the enrollment and pricing processes for customers similar to the ones below.

Below is an example of some language this section could include:

*The Program provides equitable treatment of all customer classes by: \_\_\_\_\_. Equitable treatment does not mean all customers must be treated equally, but rather than similarly-situated customers must be treated equitably. The program will use the customers classes the electric distribution company uses for its basic service pricing, specifically residential, small commercial and industrial, medium/large commercial and industrial. All residential and small commercial and industrial customers will receive the same rates and terms of service. The rates and conditions for enrolling medium, large, and very large commercial and industrial customers will differ from other customer classes as outlined in the below chart. Such differential treatment is equitable because: \_\_\_\_\_.*

[include the chart below and make any necessary changes]:

<b>Enrollment Scenario</b>	<b>Enrollment Procedures</b>
Eligible Customers at Program launch	<i>All Customers</i> An opt-out letter will be mailed to all Eligible Customers at Program launch. After the completion of the 30-day opt-out period, inclusive of mailing, the competitive supplier will enroll all Eligible Customers who did not opt out.
New Eligible Customers identified after Program launch	<i>Residential and Small C&amp;I</i> An opt-out letter will be mailed to all identified New Eligible Customers after Program launch. After the completion of the 30-day opt-out period, inclusive of mailing, the competitive supplier will enroll all Eligible Customers who did not opt out.

	<i>Medium, Large &amp; Very Large C&amp;I</i> Same as above except opt-out letter will include the current market-based prices.
Customers who opted out and later want to enroll	<i>All Customers</i> Customers may enroll by contacting Program customer support or the competitive supplier.
Customers on third party supply at Program launch who want to enroll in the Program after their supply contract ends	<i>All Customers</i> Customers may enroll in the Program by contacting Program customer support or the competitive supplier.
All customers enrolled in the Program at the start of a supply term under a new ESA, including any customers currently on market-based prices.	<i>All Customers</i> At least 30 days prior to the effective date of a price change under a new ESA, Program participants will be informed through postings on the Program and municipality websites, media releases, social media, a physical posting in municipal buildings and a direct mail notice containing the new price, term, fees, renewable energy content, and applicable basic service rate, in accordance with Section XX above. Customers enrolled in an optional opt-in product that will change voluntary renewable content will be informed that they must affirmatively re-enroll in the new optional produce (or affirmatively enroll in the default product or other optional product) or they will be returned to basic service. Customers enrolled in the default opt-out product shall be notified that they will be re-enrolled in the new default product unless they opt out.

<b>Enrollment Scenario</b>	<b>Enrollment Pricing</b>
Eligible Customers at Program launch	<i>All Customers</i> Program pricing for all product offers.
New Eligible Customers identified after Program launch	<i>Residential and Small C&amp;I</i> Program pricing for all product offers.  <i>Medium, Large &amp; Very Large C&amp;I</i> Market-based price based on then-current wholesale prices and competitive supplier costs at the time the customer wants to enroll. The competitive supplier will provide a

	market-based price that is fixed for the remainder of the current ESA.
Customers who opted out and later want to enroll	<i>Residential and Small C&amp;I</i> Program pricing for all product offers.  <i>Medium, Large &amp; Very Large C&amp;I</i> Market-based price based on then-current wholesale prices and competitive supplier costs at the time the customer wants to enroll. The competitive supplier will provide a market-based price that is fixed for the remainder of the current ESA.
Customers on third party supply at Program launch who want to enroll in the Program after their supply contract ends	<i>Residential and Small C&amp;I</i> Program pricing for all product offers.  <i>Medium, Large &amp; Very Large C&amp;I</i> Market-based price based on then-current wholesale prices and competitive supplier costs at the time the customer wants to enroll. The competitive supplier will provide a market-based price that is fixed for the remainder of the current ESA.
All customers enrolled in the Program at the start of a supply term under a new ESA, including any customers currently on market-based prices.	<i>All Customers</i> Program pricing for all product offers.

## V. IMPLEMENTATION AND EDUCATION SCHEDULE

Include a timeline of events from the date of Department approval of the municipal aggregation plan.

Describe when outreach to community groups/organizations and media outlets, including any social media outlets, will occur.

State when procurement will occur, including the RFP for competitive supplier, electric services agreement execution, and Electronic Data Interchange testing.

Describe when further public education efforts, including press releases/announcements, about the supply contract will occur.

State when webpage will launch.

Describe when any pre-opt-out period postcard or other mailings alerting customers to the “coming soon” opt-out packets will occur.

Describe when the toll-free customer information and support hotline will be live.

State when opt-out notices will be mailed.

State when public education events will occur and where.

State when the opt-out period ends. Confirm eligible customers have a full 30 days to opt out, exclusive of mailing.

State when enrollments will begin. Confirm program enrollments begin no sooner than 31 days after mailing of the opt-out notice.

#### VI. PLAN ATTACHMENTS

Below is a list of documents and supporting materials that must be submitted with the proposed municipal aggregation plan.

The Opt-Out Documents provided in Attachment A should include the following information. Confirm that the date by which customers must postmark the reply card appears in a prominent location and color at the top of the first page of the opt-out notice as well as on the reply card. Confirm that the opt-out notice and reply card will be sent in a clearly marked municipal envelope that identifies it contains important information regarding customers’ participation in the municipal aggregation program and that a return-addressed, postage-paid reply envelope will be included to protect customers’ signatures from exposure.

For products with higher renewable content than required by law, present information regarding the percentage of required voluntary renewable energy content for each applicable calendar year of a contract term. The presentation of renewable energy content must be consistent with the requirements set forth by the Department, including in Investigation by the Department of Public

Utilities into Initiatives to Promote and Protect Consumer Interests in the Retail Electric Competitive Supply Market, D.P.U. 19-07-A (2021). The presentation of renewable energy content should distinguish between Massachusetts Class I RECs and non-Class I RECs.

1. Attachment A: Opt-Out Documents
  - A-1: Sample Opt-Out Notice
  - A-2: Sample Opt-Out Reply Card
  - A-3: Sample Envelope
  - A-4: Exemplar Language Access Document
2. Attachment B: Further Supporting Documentation
  - B-1: Certified vote to pursue aggregation;
  - B-2: Minutes of all town meeting, town council, or city council meetings discussing aggregation;
  - B-3: Documentation demonstrating an opportunity for public review of the Plan, identifying the locations where and time period when the Plan was available for viewing, and identifying the period during which the Municipality was accepting comments;
  - B-4: Copies of the draft Plans made available for public review;
  - B-5: Public comments received by and any responses made by the Municipality regarding the Plan, regardless of whether within any official comment period; and,
3. Attachment C: Department of Energy Resources Consultation Letter