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**TOWN OF ASHBY  
COMMUNITY CHOICE POWER SUPPLY PROGRAM**

**AGGREGATION PLAN**

PREPARED BY

**COLONIAL POWER GROUP, INC.**

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## **PURPOSE OF THE AGGREGATION PLAN**

The Town of Ashby (“Town”) developed this Aggregation Plan (“Plan”) in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Town’s Plan. The Plan has been developed in consultation with Colonial Power Group, Inc. (CPG) and the Massachusetts Department of Energy Resources (DOER).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the Town to negotiate rates for power supply. It brings together the buying power of more than 1,300 ratepayers. Furthermore, the Town seeks to take control of energy prices. The chart below describes the customer counts and load associated with consumers in Ashby. The estimated data is for the 2011 calendar year.

Rate Class	Customers	MWh (2011)
Residential	1,207	10,150
Commercial	133	102
Industrial	0	0
Street lighting	NA	NA
Total	1,340	10,252

Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, CPG anticipates that 97% of the eligible consumers will participate.

The Town has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (Department).

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# **REQUIREMENTS FOR MUNICIPAL AGGREGATION**

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

## **1 THE PROCESS OF MUNICIPAL AGGREGATION**

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Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator at Town Meeting
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Board of Selectmen and Consumers
- 1.4 Vote on Plan by Board of Selectmen
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Board of Selectmen
- 1.9 Notification of Enrollment for Eligible Consumers
- 1.10 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

## **2 ASHBY'S COMMUNITY CHOICE POWER SUPPLY PROGRAM**

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The Town offers one program to achieve its goals: Ashby's Community Choice Power Supply Program ("Program"). The Program provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts. The Town does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Town develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the Town's agent, it must be submitted to the Board of Selectmen for approval. And lastly, eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the Town's Program. No eligible consumer is required to receive service under the Town's contract. [See Section 4.1.6 for detailed information on the opt-out process.]

### **2.1 ORGANIZATIONAL STRUCTURE**

The Town's government is led by a three person Board of Selectmen. Town Elections are held on the fourth Monday of April each year.

The Board of Selectmen is composed of three members elected for staggered three year terms. They meet on alternate Wednesday evenings at 7 P.M. at Town Hall. They may also hold other meetings from time to time. The Board of Selectmen acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Board of Selectmen are set forth in the Town's charter. The operational role of the Town and its agent in relation to consumers is outlined and described in the following pages.

### **2.2 OPERATIONAL LEVELS**

There are five operational levels to the Town's Program as follows:

#### **2.2.1 Level One: Consumers**

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the Board of Selectmen who may take positions regarding the Program. They can participate in local and regional meetings and hearings regarding issues related to restructuring in

general and the Town's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the Town may participate in the Town's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish. Eligible consumers who are dissatisfied with services provided under the contract negotiated by the Town may also communicate directly with the Competitive Supplier or CPG via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting either CPG or the Competitive Supplier. Eligible consumers may also bring issues before the Board of Selectmen.

### **2.2.2 Level Two: Board of Selectmen**

Based upon its existing authority or authority provided by voters at Town elections, the Board of Selectmen may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the Town's agent regarding specific policy or program decisions to be made under the Program. It may also raise issues directed to it by consumers for the Town to address.

### **2.2.3 Level Three: CPG**

As the Town's agent, CPG provides the day-to-day management and supervision of the business affairs of the Program under a contract agreement. CPG serves as the Town's procurement agent, utilizing its existing staff to solicit services as requested by the Town. In addition, CPG provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- a) communications;
- b) program development;
- c) recordkeeping; and
- d) program oversight and maintenance.

### **2.2.4 Level Four: Competitive Suppliers**

Competitive Suppliers contract with the Town through its Board of Selectmen. The contract is negotiated, recommended, and monitored for compliance by CPG. No contract is binding until it is approved by the Board of Selectmen. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (ESA) between the Town and the Competitive Supplier.

## **2.3 OPERATIONS**

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Board of Selectmen, CPG, and participating consumers.

The goals of this Plan are as follows:

- a) provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- b) acquire a market rate for power supply and transparent pricing;
- c) provide equal sharing of economic savings based on current electric rates;
- d) allow those eligible consumers who choose not to participate to opt-out;
- e) provide full public accountability to participating consumers; and
- f) utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

## **2.4 STAFFING AND MANPOWER**

The operations necessary to plan, deliver, and manage the Town's Program include:

- a) technical analysis;
- b) competitive procurement of services;
- c) regulatory approvals;
- d) accounting and fiscal management;
- e) contract maintenance;
- f) communications;
- g) program coordination; and
- h) administrative support.

The Town intends to utilize CPG as the professional, technical, and legal consultants to operate the Program. CPG is a licensed broker of electricity in Massachusetts (EB-107). CPG has experience designing, implementing and administering opt-out municipal aggregation programs. These programs include those currently in place in Ashland, Lancaster, Lanesborough, Lunenburg and Marlborough.

CPG will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with Unitil ("Local Distributor"), preparation of reports, as directed, and routine updates and attendance at meetings with the Board of Selectmen.

The Program has been developed on behalf of the Town by CPG with the support of technical consultants and legal counsel. Once a contract has been secured, CPG will use technical consultants and legal counsel to administer the Program.

CPG will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Board of Selectmen. The terms and conditions of any contract may be subject to review by the Town Council, as well as by any outside legal counsel which may be selected by the Town, and may be further subject to the Town Council's approval as to legal form.

### **3 FUNDING**

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Initial funding for Town's Program comes from private capital supplied by CPG. The ESA with a Competitive Supplier will include a \$0.001/kWh adder that will be paid by the Competitive Supplier to CPG. The \$0.001/kWh adder will fund the on-going costs of the Program. The start-up costs, to be borne by CPG, include costs for legal representation, public education, communications, and mailing costs.

### **4 ACTIVATION AND TERMINATION**

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#### **4.1 ACTIVATION**

Following the process of municipal aggregation and competitive procurement of a proposed contract by the Town, activation of the Program requires the following steps:

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Board of Selectmen
- c) Signing of ESA by Board of Selectmen
- d) Notification of Enrollment for Eligible Consumers
- e) Notification of Local Distributor
- f) Beginning of Opt-Out Period
- g) Transfer of Participating Consumers to Competitive Supplier

Each of these steps is described as follows:

#### **4.1.1 Approval of Plan by Department**

The Town, through its agent, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan.



#### **4.1.2 Acceptance of ESAs by Board of Selectmen**

All contracts negotiated by the Town shall be expressly conditioned upon the acceptance of the contract by the Board of Selectmen. Competitive Suppliers and contracts must comply with all applicable laws and rules and regulations promulgated by the Department concerning competitive suppliers.

#### **4.1.3 Signing of ESA by Board of Selectmen**

With the signing of the contract by the Board of Selectmen, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the Town, except for those eligible consumers who have selected a Competitive Supplier prior to the contract activation date and do not wish to switch to service under the Town's contract, or those eligible consumers who affirmatively opt-out of the Program. In addition, all eligible consumers relocating to the area will be enrolled in the Town's Program one month after their delivery account is set up with the Local Distributor, unless they choose another Competitive Supplier, or opt-out following activation of service.

#### **4.1.4 Notification of Enrollment for Eligible Consumers**

Following approval of the contract by the Town, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. The Local Distributor will inform the Competitive Supplier and CPG as to which consumers are on Basic Service and which consumers are receiving power from third-party suppliers. The Local Distributor will run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that no consumers contracted with third-party suppliers are enrolled. Only current Basic Service consumers will be sent opt-out notices. The Town may also generally notify all consumers receiving competitive service of their eligibility to receive power from the Town's Competitive Supplier.

The process of notification shall be multi-layered and will include:

- a) mailings by the Competitive Supplier;
- b) newspaper notices;
- c) public service announcements (PSAs); and
- d) notices posted in Town Hall.

The Competitive Supplier may also seek approval from the Local Distributor to provide information pertaining to the Program through bill messages. All notification expenses shall be borne by the Competitive Supplier.

Prior to enrollment, this notification shall:

- a) inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- b) prominently state all charges to be made and a comparison of the price and primary terms of the Town's contract compared to the price and terms of the Local Distributor's Basic Service;
- c) explain the opt-out process; and
- d) provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier.

When a new eligible consumer first moves to the Town, the eligible consumer will not be assigned to the Town's Competitive Supplier until the Competitive Supplier submits an "enroll customer" transaction. Prior to such "enroll customer" transaction, the eligible consumer shall receive Basic Service.

To facilitate enrollment in the Town's Program, after approval by the Department and execution of a contract with a Competitive Supplier, the Local Distributor will electronically transmit the name, address and existing power supply option (i.e. Basic Service or non-Basic Service) of the new eligible consumer to the Town's designated Competitive Supplier to facilitate the notification and opt-out requirements of the Program. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to the Local Distributor in accordance with the rules and procedures set forth in the EBT Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between Town and Competitive Supplier
Day 2	Competitive Supplier notifies Local Distributor to prepare Town eligible consumer data
Day 14	Competitive Supplier receives eligible consumer data from Local Distributor
Day 18	Competitive Supplier mails opt-out notice to all eligible consumers
Day 19	30-day opt-out period begins on date of postmark
Day 21	Eligible consumers receive mail
Days 21-51	Consumers wishing to opt-out return pre-paid reply card to Competitive Supplier

Day 52	Competitive Supplier removes opt-outs from eligible list
Day 53	Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read.

Our experience with previous aggregation programs suggests that the Town, Competitive Supplier and Local Distributor need about two months to complete the consumer notification and enrollment process.

The methods by which eligible consumers will be enrolled in the Program are consistent with the Local Distributor’s Terms and Conditions for Competitive Suppliers, docketed as M.D.P.U. No. 211, as approved by the Department from time to time.

#### **4.1.5 Notification of Local Distributor**

Along with notification of eligible consumers, the Town shall notify the selected Competitive Supplier and Local Distributor to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer’s billing cycle. Alternatively, or in combination with the Town notification, the selected Competitive Supplier may notify the Local Distributor to begin preparation of the administrative process.

#### **4.1.6 Beginning of Opt-Out Period**

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Eligible consumers who seek to return to the Local Distributor’s Basic Service should provide notice to the Competitive Supplier and/or the Local Distributor five or more business days before the next scheduled meter read date. Participating residential consumers will be transferred to the Local Distributor’s Basic Service in two business days. Participating commercial and industrial consumers will be transferred to the Local Distributor’s Basic Service after their next meter read date provided the meter read date is at least two days after the Local Distributor is notified of the transfer. There shall be no charge for returning to the Local Distributor’s Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the Town and the Competitive Supplier and included in the terms of the contract presented to the Board of Selectmen and made part of the public information offered to each eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier’s discretion and pursuant to the Local Distributor’s Terms and Conditions for Competitive Suppliers, docketed as M.D.P.U. No. 211, as approved by the Department from time to time.

#### **4.1.7 Transfer of Participating Consumers to Competitive Supplier**

The process of activation is an administrative function with three parts:

- a) Data Preparation: The Local Distributor will identify all eligible consumers on Basic Service in the Town by eliminating those who have already selected a Competitive Supplier.
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the Town's Competitive Supplier coincident with the Local Distributor's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: The Local Distributor shall notify each transferred participating consumer of the change to the Town's Competitive Supplier with its last bill for Basic Service.

#### **4.2 TERMINATION**

The Program may be terminated in two ways:

- a) upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- b) at the decision of the Board of Selectmen to dissolve the Program.

Each participating consumer receiving service under the Town's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to the Local Distributor's Basic Service or choose a Competitive Supplier.

### **5 METHODS FOR ENTERING AND TERMINATING AGREEMENTS**

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The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the Town's charter, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

## **6 RATE SETTING, COSTS, AND BILLING**

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The Town will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

The Local Distributor shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

### **6.1 RATE SETTING**

Under Department orders, the Local Distributor assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a the ratepayer's bill. Although the Town, or its agent, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 6.3 for an example of a typical residential bill.]

The focus of the Town, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge".

The competitive bid process will seek prices that will differ among the rate classifications established by the Local Distributor's tariffs. The terms and conditions of service may also vary among rate classifications.

### **6.2 COSTS**

There is no cost to eligible or participating consumers. The Program funding will be derived from a \$0.001/kWh commission fee payable by the Competitive Supplier to CPG.

### **6.3 BILLING**

Participating consumer billing under the Town's Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from the Local Distributor that

incorporates the power supply charge and the Local Distributor’s delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential “complete bill” for use of 500 kilowatt hours shows the following charges for the Local Distributor’s Basic Service in May 2012:

For Customer With Monthly Usage of 500 kWh

	Rate (\$/kWh)	Charge
<b>Delivery Services Detail (Rate: R1)</b>		
Customer Charge		5.29
Distribution Charge	0.05420	27.10
Transition Charge	0.02618	13.09
Transmission Charge	0.01064	5.32
Energy Efficiency Charge	0.00250	1.25
Renewable Energy Charge	0.00050	0.25
Total Delivery Services		\$ 52.30
 <b>Supplier Services Detail (Rate: Basic Service)</b>		
Generation Services Charge	0.06230	31.15
Total Supplier Services		\$ 31.15
 Average Bill Total		 \$ 83.45

Sources: <http://www.unitil.com/energy-for-residents/electric-information/rates>  
 Accessed May 15, 2012.

## **7 UNIVERSAL ACCESS**

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“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the Town’s Program this will mean that all existing consumers within the borders of the Town and all new consumers in the Town shall be eligible

for service from the Competitive Supplier under the terms and conditions of the contract. One of the Town's goals, as indicated in Section 2.3, is to "Provide the basis for aggregation of eligible consumers on a non-discriminatory basis".

Service under the Town's Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the Town shall be transferred to the Program unless they have already contracted with a Competitive Supplier, or affirmatively opted-out of the Program. Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and participate in the Program as well.

Eligible new consumers in the service territory shall be automatically enrolled in the Program one month after establishing delivery service with the Local Distributor. Eligible new consumers will retain the right to opt-out any time after the commencement of Program service.

## **8      EQUITABLE TREATMENT OF RATEPAYERS**

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All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the Town's Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

## **9      RELIABILITY**

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"Reliability" in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- a) provisions of the contract that will include language on reliability of supply, liability and damages provisions;

- b) traditional proceedings related to the Local Distributor's regulated transmission and distribution services; and
- c) direct discussions with the Local Distributor concerning specific or general problems related to quality and reliability of transmission and distribution service in the Town.

## **10 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS**

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### **10.1 RIGHTS**

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 Town's Program.

### **10.2 RESPONSIBILITIES**

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

## **11 CONSEQUENCES OF MUNICIPAL AGGREGATION**

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The Program functions under the restrictions of state law and carries a range of results and consequences:

### **11.1 PARTICIPATION IN COMPETITIVE MARKET**

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

### **11.2 SELECTION OF ALTERNATE SUPPLIER**

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Board of Selectmen.



### **11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET**

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The Town will seek to minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The Town also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

### **11.4 OTHER PROTECTIONS**

The Town intends to negotiate a range of provisions in its contracts to enhance participating consumer protection. If necessary, the Town also intends to work with the Local Distributor and the Department to assure improvement in the reliability of transmission and distribution services.

## **12 REQUIREMENTS CONCERNING AGGREGATED SERVICE**

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The Town fully intends to comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.