



The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

MEMORANDUM

TO: D.P.U. 14-140 Distribution List

FROM: Alan Topalian, Hearing Officer

RE: Investigation by the Department of Public Utilities on its own Motion into Initiatives to Improve the Retail Electric Competitive Supply Market, D.P.U. 14-140 -- Information Disclosure Label – Contract Summary Information

DATE: August 11, 2016

CC: Mark D. Marini, Secretary

I. INTRODUCTION

On December 11, 2014, the Department of Public Utilities (“Department”) issued its Order in Investigation by the Department of Public Utilities on its own Motion into Initiatives to Improve the Retail Electric Competitive Supply Market, D.P.U. 14-140 (2014). In this investigation, one of the Department’s initiatives is to revise the existing information disclosure labels that competitive suppliers and distribution companies (together, “retail electric suppliers”) provide to electricity customers to improve the usefulness of the information, thereby minimizing customer confusion and dissatisfaction. D.P.U. 14-140, at 6.

The information disclosure label has two components: (1) environmental attribute information, and (2) contract-related information. See 220 C.M.R. § 11.06. On February 1, 2016, the Department issued a Final Proposal (“Final Proposal”) for revising the environmental attribute component of the information disclosure label.

The Department discussed the contract-related component of the information disclosure label with stakeholders at technical sessions held on May 27, 2015, and December 2, 2015. At the December 2, 2015 technical session, the Department presented examples of the types of information and language that competitive suppliers would provide to customers. On December 11, 2015, the Department requested that the competitive suppliers jointly propose alternate language to that presented by the Department (see Hearing Officer Memorandum (December 11,

2015)). The Retail Supplier Working Group (“Supplier Working Group”) submitted its proposal on January 15, 2016. Based on discussions at the May 27, 2015 and December 2, 2015 technical sessions, and the Supplier Working Group’s proposal, on March 11, 2016, the Department issued a proposal for: (1) revising the contract-related component of the information disclosure label; and (2) coordinating the disclosure of both information types (“Initial Proposal”). The Initial Proposal applied only to the contract-related information provided by competitive suppliers. The Department stated that we would address the contract-related information provided by distribution companies to basic service customers after we addressed the information provided by competitive suppliers (see Initial Proposal at 1-2).

The Department discussed the Initial Proposal with stakeholders at technical sessions held on March 24, 2016 (via conference call) and April 28, 2016. Based on those discussions, the Department proposes revisions to the Initial Proposal (“Revised Proposal”). These revisions are limited to the language that competitive suppliers will use on their information disclosure labels related to contract term (see Section III.B.3, below).

II. BACKGROUND

The Department established requirements regarding the disclosure of contract-related information in Electric Industry Restructuring, D.P.U./D.T.E. 96-100 (1998). The regulations established in D.P.U./D.T.E. 96-100 are codified at 220 C.M.R. § 11.00 et seq. Pursuant to these regulations, retail electric suppliers must disclose information related to the pricing and contract term for each of the electric supply products that they provide. 220 C.M.R. §11.06(2)(d). The regulations require retail electric suppliers to update and disclose this information to customers prior to initiating service¹ and on a quarterly basis thereafter. 220 C.M.R. § 11.06(4).

III. REVISED PROPOSAL FOR DISCLOSURE OF CONTRACT SUMMARY INFORMATION

A. Introduction

The Department identifies two types of contract-related information that competitive suppliers should disclose to customers: (1) information that summarizes key contractual provisions; and (2) information that describes the contractual provisions that apply to the end of the contract term. In addition, in instances when there are material changes in contractual provisions (e.g., customer assignment), competitive suppliers should provide information summarizing the changes. The Initial Proposal addressed issues associated with the disclosure of key contractual terms (“Contract Summary Label”). The Department will address the disclosure of other contract-related information at a later date (see Initial Proposal at 2).

The Initial Proposal addressed issues associated with the Contract Summary Label for fixed-price products. These issues are: (1) content; (2) format; (3) frequency of distribution; and

¹ The regulations provide that distribution companies first disclose this information to basic service customer with their initial bill for basic service. 220 C.M.R. §11.06(4)(b).

(4) method of distribution. The Department will address the Contract Summary Label for variable-price products after we have resolved the issues associated with fixed-price products (see Initial Proposal at 3).

As stated above, the revisions set forth here to the Initial Proposal are limited to the language that competitive suppliers will use on their information disclosure labels related to contract term (see Section III.B.3, below).

B. Content of Contract Summary Label for Fixed-Price Products

1. Introduction

Currently, the Department requires retail electric suppliers to disclose the following price- and contract-related information: (1) average price information for four specified levels of use; (2) price variability; (3) minimum contract length; and (4) contract terms. 220 C.M.R. § 11.06 (2)(b); Attachment B1.

At the December 2, 2015 technical session, the Department presented language for the following categories of contract-related information:

- competitive electric supplier;
- contract term;
- price;
- early termination fee;
- end-of-contract term;
- renewable energy;
- other products and services; and
- distribution company contact.

The Department presented language for two types of electric supply products (see Attachments 1 and 2). The Supplier Working Group commented on the language presented by the Department, and proposed alternate language for several of the categories, as well as for additional categories not identified by the Department. The Department addresses the Supplier Working Group comments and proposals below.²

² The Department addresses only those categories for which the Supplier Working Group provided substantive comments. If not addressed here, the Revised Proposal retains the language present by the Department at the December 2, 2015 technical session.

2. Uniformity of Language³

The Supplier Working Group recommends that the Department should not prescribe the exact language to be included in the Contract Summary Label, but rather should seek to ensure that the Contract Summary Label conveys the material information found in the contract in plain language (Supplier Working Group Comments at 1-2, 4).

In an evolving competitive market in which customers are generally under-informed and under-educated about their electric supply options, the Department considers it key that the Contract Summary Label information be presented in as uniform a manner as possible. Having uniform labeling information will allow customers to readily compare products across competitive suppliers. Therefore, the Department does not fully accept the recommendations of the Supplier Working Group. Instead, the Department proposes that, except where language is highlighted in the attachments to the Revised Proposal, each competitive supplier should include in its Contract Summary Label the language shown in the attachments.

3. Contract Term

a. December 2, 2015 Technical Session

The Department presented the following language for contract term at the December 2, 2015 technical session: **Your product is scheduled to begin on your billing cycle in month/year, and will continue for a xx-month term.**

b. Supplier Working Group Comments

The Supplier Working Group opposes any reference to an exact date or month on which service will begin (Supplier Working Group Comments at 3). The Supplier Working Group maintains that the timing of enrollments is not exclusively within competitive suppliers' control (Supplier Working Group Comments at 3). Therefore, the Supplier Working Group states that requiring competitive suppliers to provide an exact date for the start of service is not feasible and could expose competitive suppliers to litigation (Supplier Working Group Comments at 3). The Supplier Working Group states that it is preferable to provide customers with a proper expectation of the enrollment process at the time of the solicitation (Supplier Working Group Comments at 3). Consistent with this, the Supplier Working Group suggests the following alternatives to the Department's proposed language:

The length of your contract term is xx complete billing cycles. Your contract will begin on your next available meter read date following your utility's acceptance of your enrollments with Supplier Name; or

³ The Revised Proposal is unchanged from the Initial Proposal with regard to the uniformity of the language to be included in the Contact Summary Label (see Initial Proposal at 3-4).

Your contract will begin on your next available meter read date following your utility's acceptance of your enrollments with Supplier Name, and will continue until your meter read date on or immediately before expiration date.

(Supplier Working Group Comments at 3).

c. Revised Proposal

The Department acknowledges the Supplier Working Group's concern regarding competitive suppliers' lack of full control of the timing of enrollments. However, the language proposed by the Supplier Working Group could lead to customer confusion and dissatisfaction, and is, therefore, inconsistent with our objective of developing a Contract Summary Label that provides information in a useful and easily understandable manner.

The rules regarding such enrollments are well-established.⁴ When a competitive supplier submits an enrollment transaction to the distribution company no later than two business days prior to a customer's meter read date, the enrollment takes effect on the meter rate date. When a competitive supplier submits an enrollment transaction less than two business days prior to the meter read date, the enrollment takes effect on the subsequent meter read date. There are three scenarios in which an enrollment may not proceed according to the prescribed timeframe: (1) a customer provides inaccurate information to the competitive supplier regarding its electric distribution company account to the competitive supplier; (2) the competitive supplier provides inaccurate information regarding the customer's electric distribution company account to the distribution company; and/or (3) the distribution company does not process the enrollment transaction within the specified timeline.

The Department believes that the Supplier Working Group's proposal, while accurate, does not present contract term information in "plain language," and would likely mislead or confuse customers regarding when their service will begin (see Supplier Working Group Comments at 4). In particular, we expect that the terms "on your next available meter read date" and "your utility's acceptance of your enrollment" could confuse customers.⁵ The Supplier Working Group states that competitive suppliers will explain the enrollment process to customers at the time of authorization (see Supplier Working Group Comments at 3). Considering the arcane and technical nature of the enrollment process and the general lack of understanding of many electricity customers regarding the restructured electric industry, the Department considers it unlikely that competitive suppliers can suitably explain this process at the time of authorization in a way that would overcome the confusion caused by these terms.

⁴ The rules governing enrollments are set forth in each distribution company's Terms and Conditions for Competitive Suppliers.

⁵ In particular, the Department expects that customers will not understand: (1) when their next meter date becomes "available;" and (2) what the term "enrollment" means, and (3) why their utility has to "accept" this enrollment.

The Initial Proposal maintained the language presented by the Department at the December 2, 2015 technical session (see Initial Proposal at 5). The Department stated that the proposed language was based on the assumption that: (1) the large majority of enrollments are processed according to the specified schedule, and that mistakes that would lead to delayed enrollments are uncommon exceptions to the rule; and (2) a competitive supplier can anticipate the month in which an enrollment will occur (pursuant on the specified schedule) based on when the competitive supplier sends the Contract Summary Label (and other required pre-enrollment information) to the customer. The Department stated that, if these assumptions are accurate, a Contract Summary Label that specifies the month in which service is to begin would provide accurate and useful information in the majority of instances. The Department further stated that the use of the term “is scheduled to begin” (rather than the term “will begin”) to address those instances in which the start date does not proceed according to schedule (for one of the reasons stated above) (see Initial Proposal at 5).

The Department discussed this issue with stakeholders at the March 24, 2016 and April 28, 2016 technical sessions. Based on these discussions, the Department understands that competitive suppliers are often unaware of a customer’s billing cycle at the time they submit an enrollment transaction to the electric distribution company. In these instances, a competitive supplier cannot anticipate the month in which an enrollment will occur when it sends the pre-enrollment Contract Summary Label to the customer. Therefore, to improve the usefulness of the Contract Summary Label, and to minimize customer confusion and dissatisfaction, the Revised Proposal includes the following language (see Attachment 3):

Your product is scheduled to begin on your billing cycle in either month or month of year, and will continue for a xx-month term.

4. Price

a. December 2, 2015 Technical Session

The Department presented the following language for two types of fixed price products:

- **Your price is fixed at xx cents per kWh for the entire term; and**
- **Your product includes an introductory price of xx cents per kWh for the first xx months of service. After that time, the price will remain fixed at xx cents per kWh for the remaining xx months of the term.**

b. Supplier Working Group Comments

The Supplier Working Group provided two comments on the Department’s language: (1) the price per kilowatt hour (“kWh”) should be expressed in the same manner as it appears on the customer’s electric bill (i.e., dollars per kWh); and (2) the description of price in the Contract Summary Label should track the language used in competitive suppliers’ contracts (e.g., fixed, variable) (Supplier Working Group Comments at 3-4).

c. Revised Proposal⁶

The purpose of the Contract Summary Label is to provide information to customers in a clear and understandable manner. The language the Department presented at the December 2, 2015 technical session assumes that most customers are more familiar with the term “cents per kWh” than the term “dollars per kWh” when considering the price of electricity. Consistent with this is: (1) the manner in which the Department’s Interim Shopping website displays price⁷ (see D.P.U. 14-140 Hearing Officer Memo at 2 (October 23, 2015)); and (2) the proposed manner in which the Final Website will display price (see D.P.U. 14-140 Hearing Officer Memo at 2 (May 4, 2015)). Further, we expect that this is how competitive suppliers typically express price when communicating with customers.

In general, the Department prefers consistency in the presentation of information to customers on the Contract Summary Label and on their monthly electric bill. In this situation, however, we find it appropriate and reasonable for them to differ because the fundamental purpose of the bill is to inform customers of the dollar amount they owe for the applicable month, both for each section of the bill, and for the total bill. As such, it is appropriate and reasonable for the bill to display price in dollars per kWh because it makes it easier for customers to calculate the amount owed. This reasoning does not apply to the Contract Summary Label. Therefore, the Revised Contract Summary Label requires that competitive suppliers express prices in cents per kWh (see Attachment 4).

The Department agrees with the Supplier Working Group that the description of price in the Contract Summary Label should track the contractual language regarding the product’s pricing structure (e.g., fixed-price, variable-price). Consistent with this, the Contract Summary Label includes this language (see Attachment 4).

5. Early Termination Fee

a. December 2, 2015 Technical Session

The Department presented the following language regarding early termination fees:

⁶ The Revised Proposal is unchanged from the Initial Proposal with regard to the pricing language to be included in the Contract Summary Label (see Initial Proposal at 5-6 (March 11, 2015)).

⁷ The Interim Shopping website is available at www.mass.gov/dpu/shoppingforsupply.

- For products that do not include an early termination fee: **Your contract does not include an early termination fee (that is, you can cancel your contract at any time during the term without penalty).**
- For products that include an early termination fee that is calculated on a monthly basis: **We will charge you a fee of \$xx per month remaining on the contract if you terminate your contract prior to the expiration of the term.**

b. Supplier Working Group Comments

The Supplier Working Group recommends that, for products that do not include an early termination fee, the Contract Summary Label should simply state “None” (Supplier Working Group Comments at 4). The Supplier Working Group did not offer comments on the language for products that include an early termination fee.

c. Revised Proposal⁸

The Department agrees with the Supplier Working Group and includes the word “none” in the Revised Proposal for products that do not include an early termination fee. For products that include an early termination fee, the Revised Proposal: (1) retains the language presented by the Department for fees that are calculated on a monthly basis; and (2) includes language for fees that are fixed (see Attachment 5).

6. End-of Contract Term

a. December 2, 2015 Technical Session

The Department presented the following language for end-of contract term:

- For products that do not include an automatic renewal provision: **Your contract is scheduled to end on your billing cycle in month/year. We will contact you no later than 30 days before that time to inform you of your options, or**
- For products that do include an automatic renewal provision: **Your contract is scheduled to end on your billing cycle in month/year. At that time [Supplier Name] will automatically renew your contract, under a variable/monthly pricing structure. We will contact you no later than 30 days before that time to discuss your electric supply options with you.**

b. Supplier Working Group Comments

The Supplier Working Group recommends that this category be renamed “Renewal Term,” stating that this would: (1) mirror the contract language used by most competitive suppliers; and (2) be consistent with the terminology used in other states’ contract summaries. The Supplier Working Group notes that, although there is no statutory or regulatory requirement

⁸ The Revised Proposal is unchanged from the Initial Proposal with regard to the early termination fee language to be included in the Contact Summary Label (see Initial Proposal at 6-7).

regarding a 30-day notice, such notice constitutes best practice (Supplier Working Group Comments at 4-5).⁹

c. Revised Proposal¹⁰

The Department agrees that, for products for which the contract includes an automatic renewal provision, this component of the Contract Summary Label should be labeled Renewal Term. The Department includes this label in the Revised Proposal for such products (see Attachment 9). However, for products that do not include such a provision, the Department considers the label “End of Contract” to be a more accurate description of the type of information being provided. For these products, the Revised Proposal retains the label presented at the December 2, 2015 technical session (see Attachment 9).

7. Renewable Energy

a. December 2, 2015 Technical Session

The Department presented the following language for renewable energy at the December 2, 2015 technical session:

For standard RPS products:¹¹ **Your product is composed of a level of renewable energy resources that meets, but does not exceed, the minimum requirements of the state’s Renewable Energy Portfolio Standards. Please refer to page two of this label for more information on the resources that comprise your product.**

For voluntary renewable energy products:¹² **Your product is composed of 50% renewable energy resources, a level that exceeds the requirements of the state’s Renewable Energy Portfolio Standards. Please refer to page two of this label for more information on the resources that comprise your product.**

⁹ The Supplier Working Group also discuss the importance of using the words “contract” and “term” appropriately, citing to contracts for variable-price products (Supplier Working Group Comments at 4-5). Because the Proposal presented here focuses on fixed-price products, the Department will not address this issue at this time.

¹⁰ The Revised Proposal is unchanged from the Initial Proposal with regard to the end-of-contract term language to be included in the Contact Summary Label (see Initial Proposal at 7-8).

¹¹ The Department uses the term “standard RPS product” to refer to a product that meets, but does not exceed, the requirements of the state’s Renewable Energy Portfolio Standards (“RPS”).

¹² The Department uses the term “voluntary renewable energy product” to refer to a product that exceeds the requirements of the state’s Renewable Energy Portfolio Standards.

b. Supplier Working Group Comments

For standard RPS products, the Supplier Working Group recommends that the term “but does not exceed” be removed, stating that it could be interpreted negatively by customers. For voluntary renewable energy products, the Supplier Working Group suggests that the Contract Summary Label identify the types of renewable resources (e.g., wind, solar, non-specified) that comprise the voluntary component of the product (Supplier Working Group Comments at 5-6).

c. Revised Proposal¹³

The Department agrees with the Supplier Working Group on this matter and includes its recommended language in the Revised Proposal (see Attachment 6). The Department notes that, as currently proposed, the environmental attribute information provided by competitive suppliers to customers will further describe the percentage of voluntary renewable energy resources that are RPS Class I resources (see Final Proposal at 5-6).

8. Additional Fees

a. Supplier Working Group Comments

The Supplier Working Group states that one-time or recurring fees that are not included in the per-kWh charge should be identified and disclosed separately in the Contract Summary Label. The Supplier Working Group provides examples for two types of fees: a one-time enrollment fee and a recurring monthly fee.

b. Revised Proposal¹⁴

The Department agrees with the Supplier Working Group that one-time fees such as an enrollment fee should be identified and disclosed as a separate component of the Contract Summary Label. With minor revisions, the Revised Proposal adopts the language proposed by the Supplier Working Group (see Attachment 8). The Department proposes that this information be included directly beneath price on the Contract Summary Label (see Section III.C, below).

The Department disagrees, however, with the Supplier Working Group on the matter of recurring charges. Unlike a one-time enrollment fee, a recurring monthly charge is part of a product’s pricing structure. As such, information about these fees is appropriately included as part of the Contract Summary Label’s description of price (see Attachment 4).

¹³ The Revised Proposal is unchanged from the Initial Proposal with regard to the renewable energy language to be included in the Contract Summary Label (see Initial Proposal at 8-9).

¹⁴ The Revised Proposal is unchanged from the Initial Proposal with regard to the additional fee language to be included in the Contract Summary Label.

C. Format of Contract Summary Label¹⁵

The Revised Proposal retains the format presented by the Department at the December 2, 2015 technical session, with one exception. The Contract Summary Label will display information regarding one-time fees directly beneath pricing information (see Attachment 9).

D. Frequency of Distribution of Contract Summary Label¹⁶

The Department currently requires competitive suppliers to distribute contract-related information to customers before initiation of service, and on a quarterly basis thereafter. 220 C.M.R. § 11.06(4)(a) and (c). The Department also requires competitive suppliers to make this information available upon request. 220 C.M.R. § 11.06(4)(d).

The Revised Proposal retains the current requirement that competitive suppliers distribute the Contract Summary Label to customers before initiation of service.¹⁷ This information is a key component of the information that allows customers to determine whether to exercise their right to rescind the purchase of the product within the three-day window. The Revised Proposal also retains the current requirement that competitive suppliers make this information available upon request. However, the Revised Proposal eliminates the existing requirement that competitive suppliers distribute this information to customers on a quarterly basis. The information included on the Contract Summary Label remains unchanged during the term of the contract (with limited exceptions). As such, the Department questions the usefulness of having competitive suppliers distribute the Contract Summary Label to customers. Indeed, such distribution may lead to confusion and dissatisfaction if customers assume that the reason they are receiving the Contract Summary Label is to inform them of changes in their service.

E. Method of Distribution¹⁸

On February 1, 2016, the Department issued the Final Proposal for revising the environmental attribute component of the information disclosure label (“Environmental Attribute

¹⁵ The Revised Proposal is unchanged from the Initial Proposal with regard to the format of the Contract Summary Label.

¹⁶ The Revised Proposal is unchanged from the Initial Proposal with regard to the frequency with which competitive suppliers would distribute their Contract Summary Labels to customers.

¹⁷ As stated above, the Revised Proposal applies only to the contract summary information competitive suppliers provide to customers. The Department will address the end-of-contract-term information at a later date.

¹⁸ The Revised Proposal is unchanged from the Initial Proposal with regard to the method by which competitive suppliers would distribute their Contract Summary Labels to customers.

Label”). The Final Proposal requires retail electric suppliers to distribute environmental attribute information to customers prior to the initiation of service and on an annual basis thereafter, on or about July 1 of each year (see Final Proposal at 2-4). The Final Proposal states that retail electric suppliers should distribute this information by a means agreed to with customers (see Final Proposal at 7-8).

Similar to the distribution of the Environmental Attribute Label, the Revised Proposal requires competitive suppliers to distribute the Contract Summary Label to customers before initiation of service (see Section III.D, above). The Department proposes that competitive suppliers distribute the Contract Summary Label and the Environmental Attribute Label as two sides of the Information Disclosure Label that they provide prior to the initiation of service. The Department further proposes that competitive suppliers include information on the Environmental Attribute Label regarding how they can access the Contract Summary Label on an ongoing basis.

IV. COMMENTS

Stakeholders that seek to submit comments on the Revised Proposal must do so by **5 p.m. on August 26, 2016**. For more information, contact alan.topalian@state.ma.us or at 617-305-3647.

Attachment 1 Electric Supply Contract Summary Information (Example #1)
(as presented by the Department at the December 2, 2015 technical session)

Supplier Name
Company-specific language

The table below summarizes the key terms of your contract. To view all applicable terms and conditions, refer to your contract.

Competitive Electric Supplier	You have signed up to purchase an electric supply product from Supplier Name . If you have any questions, please contact us at [address, telephone #, website, email address] .
Contract Term	Your product is scheduled to begin on your billing cycle in Month/Year , and will continue for a xx -month term.
Price	The price is fixed at xx cents per kWh for the entire contract term.
Early Termination Fee	Your contract does not include an early termination fee (that is, you can cancel your contract at any time during the term without penalty).
End-of-Contract Term	Your contract is scheduled to end on your billing cycle in Month/Year . We will contact you no later than 30 days before that time to inform you of your options.
Renewable Energy	Your product is composed of a level of renewable energy resources that meets, but does not exceed, the minimum requirements of the state’s Renewable Energy Portfolio Standards. Please refer to page two of this label for more information on the resources that comprise your product.
Distribution Company Contact	If you have questions about the delivery portion of your bill, contact Electric Distribution Company Name at [address, telephone #, website, email address] .

Attachment 2 Electric Supply Product Contract Summary Information (Example #2)
(as presented by the Department at the December 2, 2015 technical session)

Supplier Name
Company-specific language

The table below summarizes the key terms of your contract. To view all applicable terms and conditions, refer to your contract.

Competitive Electric Supplier	You have signed up to purchase an electric supply product from Supplier Name . If you have any questions, please contact us at [address, telephone #, website, email address] .
Contract Term	Your product is scheduled to begin on your billing cycle in Month/Year , and will continue for a xx -month term.
Price	Your product includes an introductory price of xx cents per kWh for the first xx months of service. After that time, the price will remain fixed at xx cents per kWh for the remaining xx months of the contract term.
Early Termination Fee	We will charge you a fee of \$xx per month remaining on the contract if you terminate your contract prior to the expiration of the term.
End-of-Contract Term	Your contract is scheduled to end on your billing cycle in Month/Year . At that time, Supplier Name will automatically renew your contract, under a variable/monthly pricing structure. We will contact you no later than 30 days before that time to discuss your electric supply options with you.
Renewable Energy	Your product is composed of xx% renewable energy resources, a level that exceeds the requirements of the state’s Renewable Energy Portfolio Standards. Please refer to page two of this label for more information on the resources that comprise your product.
Other Product and Services	Free two-year subscription to Gems of the Universe
Distribution Company Contact	If you have questions about the delivery portion of your bill, contact Electric Distribution Company Name at [address, telephone #, website, email address] .

Attachment 3

Revised Proposed Language for Contract Term

(Changes shown from the language included in the Initial Proposal)

Contract Term	Your product is scheduled to begin on your billing cycle in <u>either</u> <u>month or month of year</u> Month/Year , and will continue for a xx -month term.
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(Clean copy)

Contract Term	Your product is scheduled to begin on your billing cycle in either <u>month or month of year</u> , and will continue for a xx -month term.
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Attachment 4

Revised Proposed Language for Price Information

(The language is unchanged from the Initial Proposal)

Pricing Structure	Proposed Language
Cents/kWh	The price for your fixed-price product is xx cents per kWh for the entire contract term.
Cents/kWh with Introductory Offer	Your fixed-price product includes an introductory price of xx cents per kWh for the first xx months of service. After that time, the price will remain fixed at xx cents per kWh for the remaining xx months of the contract term.
\$/month + Cents/kWh	The price for your fixed-price product is \$xx per month plus xx cents/kWh for the entire contract term.
\$/month + Cents/kWh with Introductory Offer	Your fixed-price product includes an introductory price of xx cents per kWh for the first xx months of service. After that time, the price will remain fixed at xx cents per kWh for the remaining xx months of the contract term.

Attachment 5 Revised Proposed Language for Early Termination Fee Information

(The language is unchanged from the Initial Proposal)

Early Termination Fee Structure	Proposed Language
No Fee	None
Monthly Fee	We will charge you a fee of \$XX per month remaining on the contract if you terminate your contract prior to the expiration of the term.
Fixed Fee	We will charge you a fee of \$XX if you terminate your contract at any time prior to the expiration of the term.

Attachment 6 Revised Proposed Language for Renewable Energy Information

(The language is unchanged from the Initial Proposal)

Product Type	Proposed Language
Standard RPS Product	Your product meets the requirements of the state’s Renewable Energy Portfolio Standards. See page two for more information.
Voluntary Renewable Energy Product	Your xx% renewable product exceeds the requirements of the state’s Renewable Energy Portfolio Standards (“RPS”), with the percentage over RPS coming from [specified and/or non-specified (as appropriate)] resources. See page two for more information.

Attachment 7 Revised Proposed Language for Distribution Company Contact

(The language is unchanged from the Initial Proposal)

Distribution Company Contact	In case of an emergency or outage, or if you have questions about the delivery portion of your bill, contact <i>[Distribution Company Name]</i> at <i>[address, telephone #, website, email address]</i> .
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Attachment 8 **Revised Proposed Language for Other Fees**

(The language is unchanged from the Initial Proposal).

Type of Fee	Proposed Language
Enrollment Fee	You will be charged a one-time enrollment fee of \$XX at the time of enrollment.

Attachment 9 Revised Proposed Format for the Contract Summary Label

(The format is unchanged from the Initial Proposal)

Competitive Electric Supplier	
Contract Term	
Price	
One-time Fee(s)¹⁹	
Early Termination Fee	
End of Contract/ Renewal Terms	
Renewable Energy	
Other Product and Services <i>(see footnote 19)</i>	
Distribution Company Contact	

¹⁹ Competitive suppliers would include this category only if applicable (see Supplier Working Group Comments at 6-7).