Green-e Energy
Code of Conduct and Customer Disclosure Requirements

Version 1.0

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I. **PREAMBLE**

Green-e® Energy, launched in 1997, is the leading voluntary certification and verification program that sets standards for renewable electricity-based products in three markets for renewable energy: renewable energy certificates (RECs), utility green pricing programs, and competitive market electricity products. This document governs Green-e Energy only, though Green-e also has a standard for certification and verification of greenhouse gas reductions sold in retail markets, called Green-e Climate. Green-e is a registered trademark of the Center for Resource Solutions (CRS).

Creating environmentally preferable electricity services and products provides customers with choices that make a positive difference in the environment, encourages the development and deployment of clean renewable energy technologies, and opens exciting new market opportunities for entrepreneurs in the energy and climate change sectors. In order to realize this potential, and to maintain and improve customer confidence, companies transacting renewable energy products must provide customers with easily understood information about their products and services, and adhere to the highest standards of professionalism in business practices. Each participating company (Participant) transacting a Green-e Energy Certified Product (as defined below) agrees to abide by the standards reflected in this Code of Conduct and Customer Disclosure Requirements, and to cooperate with the Green-e Governance Board in ensuring that these standards are effective in providing customers information about environmentally superior services and products.

Environmental performance is at the heart of the classification of electric generation technologies as “environmentally preferable.” The Green-e Governance Board (the Board) has adopted a definition for renewable energy primarily based upon existing law. In addition, the Board is committed to developing and incorporating improved emissions and other environmental performance standards. The Board anticipates that any substantive changes made to the Code of Conduct and Customer Disclosure Requirements will be done with the advice of generators and Participants selling Green-e Energy Certified Products, and changes will be made on a prospective basis. The content of the Code of Conduct and Customer Disclosure Requirements could also change to be consistent with changes in state and federal laws and regulations.

II. **MISSION STATEMENT**

Green-e Energy seeks to:
1. Bolster consumer confidence in the reliability of retail electricity products reflecting renewable energy generation.
2. Expand the retail market for electricity products incorporating renewable energy, including expanding the demand for new renewable energy generation.
3. Provide consumers with clear information about retail renewable electricity products to enable them to make informed purchasing decisions.
4. Encourage the deployment of electricity and other retail products that minimize air pollution and reduce greenhouse gas emissions.

III. DEFINITIONS

**Attribute**: The descriptive or performance characteristics, including Environmental Attributes, of a particular generation resource.

**Certificate Retirement**: Retirement occurs when a REC is used by the owner of the REC. Use of a REC may include, but is not limited to, (1) use of a REC by an end use customer, marketer, generator, or utility to comply with a statutory or regulatory requirement, (2) a public claim associated with the purchase of a REC by an end use customer, or (3) the sale of or public claim on any component attributes of a REC for any purpose. Once a REC is retired, it may not be sold, donated, or transferred to any other party. No party other than the owner may make claims associated with retired RECs.

**Customer Logo Use**: Any and all uses of the Green-e Energy logo by Eligible Retail Customers, whether in advertising, public display or otherwise. Customer use of the Green-e Energy logo must be in accordance with all logo use requirements and the Customer Logo Use Agreement.

**Disaggregation (or Disaggregated)**: Separation of the Attributes of RECs from each other, usually to permit independent sale of the component Attributes (e.g. of CO₂ as carbon offset).

**Double Counting**: When the disaggregated attributes associated with a single MWh of generation are ultimately sold to or claimed by more than one consumer. Double counting may include, but is not limited to, any of the following:

1) When the same REC is sold by one party to more than one party, or any case where another party has a conflicting contract for the RECs or the renewable electricity;

2) When the same REC is claimed by more than one party, including any expressed or implied environmental claims made pursuant to electricity coming from a renewable energy resource, environmental labeling or disclosure requirements. This includes representing the energy from which RECs are derived as renewable in calculating another entity’s product or portfolio resource mix for the purposes of marketing or disclosure;
3) When the same REC is used by an electricity provider or utility to meet an environmental mandate, such as an RPS, and is also used to satisfy customer sales under Green-e Energy; or

4) Use of one or more attributes of the renewable energy or REC by another party (see the Green-e Energy National Standard section on “Fully Aggregated RECs” for details). This includes when a REC is simultaneously sold to represent ‘renewable electricity’ to one party, and one or more Attributes associated with the same MWh of generation (such as CO2 reduction) are also sold, to another party.

**Eligible Renewable Resources:** Those resources that meet the eligibility criteria defined in the Green-e Energy National Standard.

**Eligible Retail Customers:** Customers who purchase or generate enough Green-e Energy Certified Product to satisfy a certain percentage of their total annual electricity need from an “eligible renewable resource product, on a per meter basis.” (The percentage required is based on the size of the customer’s electricity use. Please see Green-e Marketplace Logo Use Agreement for more detail).

**Eligible Renewable Energy Certificate Product:** A retail REC product is eligible for Green-e Energy certification if it meets the conditions described in the Green-e Energy National Standard.

**Emission Allowance:** A tradable authorization to emit a unit of pollution (e.g. one ton) issued or allocated to an electricity generation source by a local, state or federal agency that may be used for the purposes of demonstrating compliance with air pollution emission control obligations under ‘cap and trade’ programs.

**Environmental Attributes:** The descriptive or performance characteristics relating specifically to emissions or waste from a fixed amount of electricity generation, usually from a specific generating plant. Most often, Environmental Attributes represent the direct emissions to the air of criteria pollutants or greenhouse gases. Environmental Attributes may also represent the emission reductions attributed to a fixed amount of electricity generation from a specific generating plant, if these specific emissions are not subject to a mandatory emissions cap and trade program.

**Environmental Authority:** Any regulatory authority or governing board having jurisdiction over the environmental effects related to an electric utility's electricity operations or of the disclosure of generation mix.

**Environmentally Superior Product:** A renewable energy product that reflects 1) a greater proportion of renewable energy and 2) is sourced from facilities with lower emissions per kilowatt hour of SOx, NOx, and CO2 than system power.
**Fossil Resources:** Electric generation using natural gas, oil, coal, or petroleum coke or other petroleum based fuels.

**Green-e Energy Certified Product:** A Product comprised of a mix Eligible Renewable Resources being marketed and sold in conformance with the requirements of this Code.

**Green-e Logo:** The certification marks registered and owned by the Center for Resource Solutions, consisting of the graphic design mark “circle e” and/or the words “Green-e,” that may be used by a company participating in Green-e Energy, Green-e Climate or Green-e Marketplace. For Green-e Energy participants, the logo should only be used in the manner described in Section VII.D of this document, as well as the “Green-e Logo Use Guidelines”, as the Green-e Energy logo.

**Green-e Governance Board (The Board):** The Green-e Governance Board acts in an advisory role to the Center for Resource Solutions (CRS) on the policies of Green-e Energy. The Board meets approximately quarterly as a full board, and may convene additional meetings or meet in subcommittee as necessary.

**Green Pricing/Green Marketing:** The practice of offering consumers an option to pay for the purchase of energy (usually renewable-based electricity), cleaner than what is otherwise available in the system mix.

**New Renewable Resource:** Any eligible renewable facility beginning operation or repowered after January 1, 1997 as defined in the Green-e Energy National Standard.

**New Source Review:** The regulation established under the 1990 Clean Air Act Amendments, whereby new sources of pollutant emissions must offset the emissions of neighboring sources in order to achieve no net gain in emissions in a given area.

**Null Electricity:** Electricity that is stripped of its attributes. No specific rights to claim fuel source or environmental impacts are allowed for null electricity.

**Participant:** As used in this document, Participant refers to the company, utility, electric services provider or broker that is selling or brokering a Green-e Energy Certified Product.

**Product:** Under Green-e Energy, a product is defined by its resource mix (e.g. 60% wind, 38% biomass, 2% solar), generation location for its resources, and the geographic area in which it is sold. A Product is a mix of renewable electricity or RECs that are supported by eligible new renewable generation that conforms to the Program’s resource content and emissions guidelines. A
product may include some non-renewable electricity such as system power so long as it conforms to Green-e Energy’s resource content and emissions guidelines. Pricing variations that do not change a given product’s supporting resource mix, SOx, NOx, or greenhouse gas emissions, do not constitute different products. One product may be sold in more than one state provided that the supporting resource content is the same in both states and the supply supporting the product sold in both states comes from the same supply pool.

Renewable Energy Certificate (REC): An authorized document or other representation (electronic, paper, etc.) of the Attributes associated with the generation of a defined amount of electricity (usually one megawatt-hour [MWh]) at a renewable energy facility. The Attributes have been separated (or unbundled) from the commodity electricity and, as a result, the REC may be traded separate from the electricity. Each REC will embody different characteristics that vary depending on the generation facility. For the purposes of Green-e Energy, a REC must contain all of the environmental attributes associated with a unit of renewable generation, with the exception of cap and trade pollutants (see the Green-e Energy National Standard for more information).

Renewable Portfolio Standard (RPS): A state or federal level policy that requires that a minimum amount (usually a percentage) of electricity supply provided by each supply company is to come from renewable energy.

Specific Purchases: Transactions that are traceable to specific generation sources by an auditable contract trail or equivalent, such as a tradable commodity system, that provides commercial verification that the renewable energy used to support a Green-e Energy certified product has not been double-sold or double-counted.

Supply: Specific purchases of power reflected in the product produced for ultimate sale or supporting the REC product produced for ultimate sale and sold over the electric grid. This Code does not intend to assert that products reflect an actual physical relationship between electrons generated at a particular facility and those used by a particular customer or supporting a REC purchased by a particular customer.

System Power: The mix of electricity fuel sources (based where possible upon governmental reporting and record collection activities for electricity generation sources) that remains after taking into account imports, exports, and unit purchases and are not disclosed or marketed as specific purchases.

Utility Regulatory Authority: Any utility regulatory authority or governing board having jurisdiction over the allocation of costs from the electricity generating facility.
**Vintage of generation**: The vintage is the date that the electric generation associated with a MWh of electricity was measured by the system operator or utility meter at the generator site.

**Vintage of a generator**: The vintage of a generator or generating facility is the date that the facility was placed into service.

### IV. **Ethical Guidelines**

Each Participant wishing to use the Green-e Energy logo or to claim Green-e Energy certification for any of their power products agrees to do the following:

1. Conduct an annual independent verification of product sales and purchases according to the Green-e Energy Annual Verification Protocol.

2. Undergo biannual marketing compliance review to ensure that marketing materials comply with this Green-e Energy Code of Conduct Customer and Disclosure Requirements.


4. Disclose information regarding renewables contained in system power, but not make specific claims about the attributes of system power purchased as part of an electricity product.

5. Use the Green-e Energy logo only in compliance with the logo usage requirements and guidelines outlined in the contract under “Use of Logo” and in accordance with the Green-e Energy Code of Conduct and Customer Disclosure Requirements, including using the specified artwork and colors as indicated.

6. Use the Green-e Energy logo only in conjunction with products that meet all eligibility requirements outlined in the Green-e Energy National Standard and have been certified by Green-e Energy.

7. Sell renewable energy, greenhouse gas benefits or RECs associated with specific renewable energy generation only once; to take reasonable actions (inquiry and contractual commitments) to ensure that any wholesale renewable energy/GHG benefits/RECs purchased for resale have not been sold to any other party; and to ensure that environmental attributes of renewable energy supporting such RECs have not been sold to any other party.
8) Ensure by reporting agreements and other contractual obligations with
generators that any emission reduction credits or emission allowances
allocated to or otherwise received by the generator for the generation
output that supports the energy product have been administered in a
manner consistent with Green-e Energy National Standard section on “Fully
Aggregated Renewables.”

9) Ensure by reporting agreements and other contractual agreements with
generators that generation output that supports the energy product has not
been used for compliance with any government procurement, renewable
portfolio standard or other renewable energy requirement of local, state or
federal government, except as provided for in the Green-e Energy National
Standard.

10) Agree to use only environmental marketing claims in advertising that are
factually based (and can be objectively verifiable to the extent technically
possible) and:
   a. Be sufficiently clear and prominent to prevent deception;
   b. Not represent that customers are actually being delivered electrons
      from specific generation facilities;
   c. Not overstate environmental attributes or benefits, expressly or by
      implication; and
   d. Present comparative claims in a manner that makes the basis for the
      comparison sufficiently clear to avoid customer deception.

11) Notify customers and the Green-e Energy Governance Board annually
if/when an eligible product does not meet its eligibility requirements and:
   a. Allow the customer the option of canceling the service without penalty if
      the product reflects or is supported by a lower renewable content than
      that for which they have contracted;
   b. If this change results in a product that does not meet threshold criteria,
      notify customers that this product is no longer certified and cease use
      of the Green-e Energy logo.
   c. Notify customers in writing if the Green-e Energy Certified product they
      are purchasing (1) loses Green-e Energy certification for any reason, or
      (2) the Participant decides to opt out of Green-e Energy, clearly state
      that the Green-e Energy Certified product they were purchasing is no
      longer Green-e Energy Certified; and (3) provide these customers with
      the Green-e Web site, www.green-e.org and toll free number, (888) 63-
      GREEN, with instructions that the customer can find alternative Green-
      e Energy Certified products through the Green-e Web site and toll-free
      number.
V. Certification Categories

Please see “Appendix C: Green-e® Energy Certification Fee Schedule” for certification fee information.

A. Competitive Electricity

Two categories of certification exist for regional competitive electricity products: Single Mix and Multiple Mix. A separate application and fee is required for each certified electricity product. A product is defined by its resource mix (e.g. 60% wind, 38% biomass, 2% solar), generation location for its resources, and the geographic area in which it is sold.

1. Regional Electricity Single Mix (Residential, Non-Residential and/or Wholesale): This category covers certification of one unique retail product mix to residential, commercial, and/or wholesale customers. The same unique product mix made up of eligible resources may be offered across multiple states, regions or service territories as long as the same resources and facilities are used and the product meets all geographic eligibility criteria outlined in the Green-e Energy National Standard.

2. Regional Electricity Multiple Mix (100 Non-Residential and/or Wholesale Mixes): This category covers certification of up to 100 unique mixes of eligible resources offered to commercial and/or wholesale customers only. Each mix can be used for an unlimited number of non-residential sales. Resources can be sourced from facilities across multiple states, regions or service territories as long as each individual mix meets the geographic eligibility criteria outlined in the Green-e Energy National Standard. It is the responsibility of the Participant to ensure that each transaction meets the criteria. Green-e Energy will verify all transactions during its annual verification process, which takes place the year after the sale. If it is determined through the verification process that a mix does not meet the geographic eligibility criteria, it will be the responsibility of the Participant to take corrective action to bring this transaction into compliance with the Green-e Energy National Standard.

B. Renewable Energy Certificates

A Renewable Energy Certificate (REC) product is one that only includes the environmental and social attributes of RECs associated with renewable energy generation and does not include the delivery of electricity. This type of product is purchased by a customer from someone other than their electricity provider. REC certification categories are as follows:
1. REC Single Mix Product (Residential, Non-Residential, and Wholesale): The base fee covers certification of one unique retail REC product mix consisting of eligible resources sold to residential and/or commercial customers.

2. REC Multiple Mix Product (100 Non-Residential Mixes and/or Wholesale): The base fee covers certification of up to 100 retail REC mixes of eligible resources offered to commercial customers only.

In addition, there is a third category, for REC Brokers:

1. REC Broker Certification (Unlimited Transaction Mixes): The base fee covers certification of brokered transactions between generators and end-use customers only.

C. Green Pricing Programs

Certification of utility green pricing programs is available nationwide for renewable energy products that are offered in regulated markets and meet Green-e Energy program requirements. Green-e Energy allows Hub & Spoke green pricing programs (those with one supplier serving the same product to multiple member utilities) to qualify under a single product certification. Please see the Green-e Energy National Standard or contact Green-e staff for qualification details.
VI. VERIFICATION OF CERTIFIED PRODUCTS

A. Overview

All Participants must conduct an annual verification process to substantiate product purchases, sales, and claims. The vendor must employ an independent certified public accountant or certified internal auditor to conduct this verification in accordance with the procedures set forth in the Green-e Energy Verification Process Audit Protocol. The results of the verification must be submitted the Center for Resource Solutions in late May or early June. The exact due date for this submission will be determined on a year to year basis and will be communicated to Participants well in advance. For more information, see section D, below.

B. Components of Verification

The verification protocol requires Participants offering a Green-e Energy Certified Product to demonstrate through the use of company contracts, invoices and billing statements that:

1) The Participant generated or procured RECs or renewable energy in quantity and type sufficient to meet customer sales for each specific product;

2) Power or RECs were generated or purchased from eligible new renewable energy generators;

3) Information provided to customers on the Product Content Label is accurate;

4) By generator attestation, the electrical energy associated with RECs was delivered into the electric power system or consumed at the site of generation by an end-user of electricity and was not marketed or otherwise represented as renewable energy;

5) By generator and Participant attestation, all the attributes of the renewable energy were kept aggregated and not sold off separately;

6) By generator and Participant attestation, generation output which supports the product has not been used for compliance with any procurement, renewable portfolio standard or other renewable energy requirement of local, state or federal government, except as provided for in the Green-e Energy National Standard;
7) The RECs or renewable energy purchased and sold by the Participant were not sold to more than one customer;

8) The PUC or other appropriate regulatory body in the state where the electricity associated with a REC was sold was given notification that the environmental attributes of the electricity were sold as a REC, and there was no use of mandated renewables;

9) By attestation, the generator and/or Participant have no knowledge of double counting, double selling or double claiming of the renewable energy product; and

10) The Green-e Energy Certified product only contained renewables generated in the calendar year in which the product was sold, the first three months of the following calendar year, or the last 6 months of the prior calendar year.

C. Administrative Issues

1) Verification will take place on an annual, calendar year basis.

2) Verification will require that the Participant fill out worksheets and attestations, obtain attestations from the parties supplying it with RECs and/or renewable electricity and other supporting documents, and hire an independent auditor or certified internal auditor to verify the accuracy of the information. The auditor will provide a report to CRS testifying to the results of the audit.

3) All attestations used in Green-e Energy verification must be Green-e Energy forms that have been updated by Green-e Energy on or after January 1, 2007. These forms are posted on the Green-e Web site, at http://www.green-e.org/verif_docs.html

4) Data for verification of non-eligible product claims, prices or contract conditions may be requested of a Participant if complaints relevant to this Code of Conduct and Customer Disclosure Requirements are received by the Board pertaining to a Participant’s product(s) and/or professional conduct.

5) If a product or the product’s certification contract is terminated, the product is still required to undergo verification for the sales year(s) it was certified.
D. General Overview of Annual Verification Timeline

1) Early in the year immediately following the sales year being verified, Green-e Energy will provide annual verification materials to all Participants.

2) By the end of February, Participants must submit an unaudited report of all Green-e Energy certified transactions conducted in the previous year. The form for this will be provided in January.

3) Throughout the spring, Green-e Energy staff will provide support for all Participants undergoing the verification process and for the auditors they have hired.

4) Completed and audited verification materials will be due to Green-e Energy in late May or early June, as defined in January mailing. Only in rare circumstances will extensions be granted, and typically for no more than a month.

5) If a Participant does not submit completed and audited materials by the due date, and has not been granted an extension by Green-e Energy, the Participant will be charged late fees as described in the applicable sales year's “Annual Verification Submission Timeline and Deadlines” document (provided in advance to Participants) until the completed and audited materials are submitted. Payment of all invoiced late fees is a necessary part of compliance with the verification requirements. If after 30 calendar days the materials have not been submitted, the certified product(s) for which the materials are outstanding will be immediately decertified. A Participant selling one or more products that have failed to submit completed and audited materials and have consequently been decertified will still be obligated to provide complete and audited verification materials for sales made until the date of decertification.

6) The exact dates, deadlines and additional aspects of the verification timeline will be made public as soon as they are finalized for each sales year and will be posted on the Green-e Web site, at http://www.green-e.org/verif_docs.html. They will also be provided to Participants well in advance of the deadline for submission of verification materials.
VII. CUSTOMER DISCLOSURE REQUIREMENTS

To maintain the integrity of the Green-e brand, CRS requires that Participants meet Green-e Energy standards for environmental quality and consumer disclosure outlined in the Green-e Energy National Standard and the Green-e Energy Code of Conduct and Customer Disclosure Requirements. Participants must provide their customers factual, and in some cases standardized, information about their power products so that customers have sufficient information to make informed purchasing decisions.

This section outlines a Participant’s responsibilities to disclose product information to all customers prior to their purchase of a Green-e Energy Certified renewable electricity product and in the case that their purchase changes during the term of their purchase agreement. This section also outlines appropriate uses of the Green-e Energy logo, language for describing Green-e Energy and language for describing the Participant’s relationship with CRS and Green-e Energy.

Sections A, B, C, D, E, F and J apply to products sold to all customer types. Sections G, H, I, K, and L apply only to those products sold to residential customers. While Green-e Energy does not require Participants selling a product to non-residential customers to provide customers with a standardized Price, Terms and Conditions document as outlined in section G, we do expect this information to be provided to non-residential customers as a part of their contract.

Each Participant is required to follow the requirements outlined in this document in order for their product(s) to remain Green-e Energy Certified. For products marketed to residential customers, CRS will verify that each Participant is following these requirements through a bi-annual review of the Participant’s marketing materials in February and August. If a Participant is found to be out of compliance with this document, the Participant will either have to revise its marketing materials to meet the requirements of this document or immediately desist using the Green-e Energy logo or making reference to Green-e Energy in any of its marketing materials for this product. While products that are marketed only to non-residential customers do not undergo Marketing Compliance Review, if a Participant is found to be out of compliance, that Participant may be subject to decertification of its products.

A. General Language Guidelines

This section applies to products sold to all customer types – both residential and non-residential.

While non-residential products are not subject to Marketing Compliance Review, a Green-e Energy determination that a Participant is not following the requirements outlined in this section is grounds for de-certification.
All marketing claims made about a particular product must be factually based. Each Participant should adhere to the following general guidelines for all marketing materials produced:

1) Be clear and prominent to prevent deception. Do not represent or imply that electrons from a specific facility are directly delivered to a customer.
2) Do not overstate environmental attributes or benefits, expressly or by implication. Do not represent or imply that purchasing the product will reduce emissions such as sulphur dioxide or nitrogen oxides, unless company has secured those emissions allowances and is conveying them to the end-use customer (see the Green-e Energy National Standard for more information).
3) Only compare a product’s generation sources to other generation sources in a clear, factual and non-deceptive way.
4) Do not make statements like, “Product X is made from 100% renewable resources such as wind, solar, geothermal, low-impact hydro and biomass,” unless the product contains specific purchases of all of those resources. Participants may describe their product mix and may define renewable resources, but should always be clear and differentiate the type of power that is actually contained in their specific products.
5) Do not show pictures of renewable resources that are not contained in your product mix. For example, do not show a picture of a wind turbine if your product contains 100% landfill gas.
6) Do not make claims about renewable power that is found in the system mix. While renewables in system power should be included in the Product Content Label, Participants may not make claims about the renewable content found in system power.
7) When advertising both certified and non-certified products on the same marketing piece, clearly differentiate between which products are Green-e Energy Certified and which products are not Green-e Energy Certified.

B. Communicating the Emissions Avoidance Value of a Green-e Energy Certified Product

Green-e Energy Certified renewable energy products must be denominated in megawatt-hours (MWh) or kilowatt-hours (kWh). Consistent with this policy, Participants can market their certified products as instruments to address the environmental impacts associated with the consumption of electricity. One aspect of these impacts is the indirect carbon dioxide emissions arising from the purchase of electricity generated through the combustion of fossil fuels, classified as “Scope 2” emissions by the World Resources Institute’s Greenhouse Gas Protocol. The explicit marketing of Green-e Energy Certified renewable energy products as a means to reduce or offset emissions from anything other than the consumption of electricity purchased from the grid shall not be permitted.
Offsetting emissions from other sources must be made with greenhouse gas emissions reductions held to a different set of additionality criteria. This can be accomplished with products certified by Green-e Climate. For further information about Green-e Climate, including how to begin offering a Green-e Climate Certified product, please visit [www.green-e.org/climate](http://www.green-e.org/climate) or contact Green-e Climate staff at climate@green-e.org or 415-561-2100.

Please note that this policy does not preclude Green-e Energy participants from making environmental equivalency claims associated with the renewable energy products that they sell (e.g. “choosing 100% renewable energy over your regular electric service has an environmental benefit equivalent to taking X # of cars off the road for one year or recycling X # of aluminum cans”). Participants shall not use these claims to suggest the purchase of a Green-e Energy Certified product can be used to directly address the emissions associated with activities other than electricity consumption, but rather to frame the environmental benefit of purchasing renewable energy in a manner that the average consumer will better understand.

The first step in making such claims is often a conversion to tons of CO₂ emissions avoided. The maximum conversion factor that Green-e Energy will permit for use in such carbon-related equivalency claims will be based on the non-baseload output emission rate of electricity generation of the NERC region in which the renewable MWh is generated¹. In cases where a Participant does not explicitly provide upfront geographic disclosure of a Product’s supply to consumers, the Default National Rate (1,118.86 lbs of CO₂/MWh) is the maximum rate that may be used. This national figure represents the non-baseload output emission rate of electricity generation in the NERC region with the lowest of such a rate².

Green-e Energy recognizes that Participants may want to use another methodology to make these conversions in certain cases. Participants can only use rates higher than non-baseload output emission rate for the relevant NERC region of generation with the express pre-approval from the Center for Resource Solutions. In cases where such exceptions are granted, it will be required that in all marketing materials displaying such carbon equivalency claims that the source of the calculation methodology used is appropriately cited. Participants may, however, use rates

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¹ Please note that this closely resembles the guidance being developed by the US EPA on this issue. The primary difference between the Green-e Energy methodology for such carbon equivalency conversions and that of the comparable EPA guidance is the scale of the regions chosen to generate the regional emissions factors. For carbon equivalency conversions, Green-e Energy has elected to use NERC regions for these regional boundaries. This is consistent with the geographic eligibility policy for electricity products set forth in the Green-e Energy National Standard, as established through stakeholder input and approved by the Green-e Governance Board. Other programs that specifically work with end-use consumers in communicating or recognizing their renewable energy purchases may require consumers to use a separate methodology for deriving the carbon value of renewable energy purchases, including using different conversion factors or calculating rates by different regions of generation. End-use consumers will need to work directly with these separate programs to determine what environmental claims are permitted under their respective guidelines.

² Data currently sourced from eGRID2007 Version 1.0, October 2008. Green-e Energy staff will update this number as new data becomes available.
below these maximum levels without the need to seek pre-approval from the Center for Resource Solutions. Regardless of the methodology and/or emission rates used, all Participants should be able to provide their carbon calculation methodology to substantiate stated environmental claims upon request. For Participants subject to the twice-annual Marketing Compliance Review process, such an evaluation of stated environmental claims will be conducted during these scheduled events, and more frequently if deemed necessary by Green-e Energy staff.

**C. Three Month Check-In**

*This section applies to products sold to all customer types—both residential and non-residential.*

Initial compliance with Green-e Energy requirements will be checked prior to the formal processes of annual verification and marketing compliance review (in the case of residential products). This check-in will take place after approximately three months of participation in Green-e Energy. The evaluation will consist of the follow items:


- Participants will be required to send in an un-audited report of any Green-e Energy Certified sales made thus far and how the Participant plans to acquire the supply to meet this demand.

- An optional conference call with Green-e Energy staff to answer any Green-e related questions that may have arisen after spending three months in the program.

**D. Green-e Energy Logo Use**

*This section applies to products sold to all customer types, both residential and non-residential.*

While non-residential products are not subject to Marketing Compliance Review, a Green-e Energy staff determination that a Participant is not following the requirements outlined in this section is grounds for de-certification.

CRS encourages the use of the Green-e Energy logo, so customers can easily identify your product as environmentally superior and independently verified. This section outlines logo use specifications for companies marketing Green-e Energy Certified products.

The Green-e Energy Code of Conduct and Customer Disclosure Requirements specifies that Participants selling a Green-e Energy Certified product only use the
Green-e Energy logo in compliance with the logo usage standards and guidelines outlined below and using the specified artwork and colors as indicated. Violators of the usage standards and guidelines can lose their eligibility to use the Green-e Energy logo. Further specifications and logo use requirements can additionally be found in the “Green-e Logo Use Guidelines”, available at www.green-e.org.

1. Logo Information

The Green-e Energy logo will be sent to Participants to use on their print and online materials. The color specifications for the logo are: green (C:100, M:5, Y:100 K:0) with a white background (not transparent), and black type (K:100). The Green-e Energy logo will be provided to a Participant once a complete and signed agreement is received by CRS.

2. Logo Text

CRS requires that each Green-e Energy Participant use the Green-e Energy Logo provided by CRS without any additions or modifications as discussed in the “Green-e Logo Use Guidelines”.

3. Placement

For marketing materials that promote more than one product, the logo should be placed so that it is clearly related only to that product or products that are certified under Green-e Energy.

4. Green-e Energy Logo Use on Web Sites

Whenever the Green-e Energy logo is featured on a Web site, the logo should be a direct link to the Green-e Web site (www.green-e.org).

E. Language Options for Describing Green-e Energy

This section applies to products sold to all customer types—both residential and non-residential.

While non-residential products are not subject to Marketing Compliance Review, a Green-e Energy staff determination that a Participant is not following the requirements outlined in this section is grounds for de-certification.
Following are options for describing Green-e Energy—modifications to descriptions must be pre-approved by Green-e Energy (see section 2. Approval, below). This language must be present on the Product Content Label; Price, Terms and Conditions; and the Participant’s Web site. All other marketing materials must either include one of the following language options for describing Green-e Energy or the Green-e Web site (www.green-e.org).

1. Language Options

Green-e Energy certifies that [product name] meets the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to www.green-e.org.

The Green-e Energy logo helps consumers easily identify environmentally superior renewable energy options. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to www.green-e.org.

Green-e Energy was established by the non-profit Center for Resource Solutions to provide information and an objective standard for consumers to compare renewable energy options, and to verify that consumers get what they pay for. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to www.green-e.org.

[Company] voluntarily accepts and supports the Green-e Energy Code of Conduct and Customer Disclosure Requirements and independent verification methods. Green-e Energy assures customers that Participants portray their Green-e Energy Certified renewable energy option accurately. The Green-e Energy logo shown here can only be used with renewable energy options like this one that promise to meet Green-e Energy’s high standards of environmental and marketing integrity. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to www.green-e.org.

When you see the Green-e Energy logo, it means:

- The renewable energy option contains only new renewable resources;
- The sources of energy supplying the renewable energy option are independently verified by Green-e Energy, operated by the non-profit Center for Resource Solutions;
- The purchaser of a Green-e Energy Certified renewable energy option is the sole "owner" of the environmental attributes of a specific megawatt hour (MWh) of energy added to the grid. Independent verification ensures that no MWh are double-counted, and
- The company offering the certified renewable energy option agrees to abide by the Green-e Energy Code of Conduct and Customer Disclosure Requirements governing its ethical treatment of customers.
For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to www.green-e.org.

2. Approval

The Center for Resource Solutions must review any press release or product marketing material that departs from the pre-approved language for describing Green-e Energy before it is issued. We will make this a quick turn-around review, but need to confirm that the Program is accurately portrayed.

We are not requesting a review of marketing materials that use the pre-approved language, but would appreciate receiving new materials as they become available. Please send us copies of all your press releases and marketing materials.

F. Product Content Label

This section applies to products sold to all customer types – both residential and non-residential.

While non-residential products are not subject to Marketing Compliance Review, Green-e Energy staff determination that a Participant is not following the requirements outlined in this section is grounds for de-certification.

Green-e Energy requires companies offering a Green-e Energy Certified product to provide customers of the Green-e Energy Certified product with two Product Content Labels annually—a Prospective Product Content Label and a Historic Product Content Label. These two labels can be contained in the same document, and this requirement can be met through the use of a newsletter, annual report, or a similar document. It does not need to be done through a separate, independent mailing.

1. Prospective Product Content Label

The Prospective Product Content Label includes the projected renewable energy fuel mix for the coming or current year and:

a. Should be available to customers on the Participant’s Web site prior to sign-up. Customers should be able to “click through” the Prospective Product Content Label before being able to submit their subscription request; and

b. Should be sent to new customers within 60 days of enrollment as part of their “welcome packet”;

c. If a Participant offers customers contracts to purchase the Green-e Energy Certified product over time or automatic renewals of their
purchase, the Prospective Product Content Label for current year should be sent to all existing customers by June 30 of each year. Green-e Energy will confirm this during the August Marketing Compliance Review (see Section I); and

d. If a Participant offers customers contracts to purchase the Green-e Energy Certified product over time or automatic renewals of their purchase, the Product Content Label should be sent to all such existing customers any time that the Green-e Energy Certified product's mix changes substantially, including if the type or proportion of renewable resources changes.

2. Historic Product Content Label

The Historic Product Content Label includes the renewable energy fuel mix delivered to customers for the previous year. This should be sent to all customers by June 30th of each year regardless of whether the product mix has changed from the year prior. Proof that the Historic Product Content Label has been distributed will be required as part of the August Marketing Compliance Review (see Section I).

3. For Green Pricing Products

For utilities offering a Green Pricing Product, the Prospective and Historic Product Content Labels must be sent to all customers, including those not purchasing the Green-e Energy Certified option. These two labels can be contained in the same document, and this requirement can be met through the use of a newsletter, annual report or the like. It does not need to be done through a separate, independent mailing.

4. Product Content Label Format

The format of the Product Content Label should follow any applicable state guidelines, but must include at a minimum:

a. The resources in the renewable energy product with fuel type percentages and geographic disclosure of facility location(s) by state (or Canadian Province if applicable). Participants selling RECs may state the geographic disclosure as “National” in the Prospective Product Content Label, but must specify geographic location of resources by state in the Historical Product Content Label;

b. The percentage of the customer’s electricity use the product represents or, for block products, the size of the block in kilowatt hours;
c. The comparative mix of the customer’s default electricity mix (For Green Pricing programs, this should not be the regional power pool mix, but what the customer would have otherwise received from the utility);

d. Customer service contact information; and

e. The Green-e Energy logo, the Green-e Energy disclosure language, the Green-e toll free number and Web site.

In the case where a state does not have a mandated format for a Product Content Label or other fuel source disclosure, Participants should follow the default Product Content Label format for blended products or block products as provided on the following pages. Alternative Product Content Label formats should be reviewed by Green-e Energy staff for approval in advance of their distribution to customers.

5. Additional Specifications for Product Content Labels

a. For the footnote, “The average home in the United States uses 900 kWh per month. [Source: U.S. EPA],” Participants may opt to list the electricity usage in the average home in the state or region in which they are marketing the product instead of the national average. The geographic reference and data source must be given.

b. The supplier will not list any renewable resources that are not in their product.

c. The historic disclosure must break down the geographic location of all generation resources from which certificates were purchased by state (or Canadian Province, if applicable) and percentage. For RECs: One-time purchases, such as a point-of-purchase sale, do not require historic disclosure, but must disclose the actual resources sold to the customer.

d. For footnotes pertaining to the comparative mix of resources supplying the region, the source must be given.
Table 1: Product Content Label for Electricity (Green Pricing and Competitive) Products sold as Percent of Use

**PRODUCT CONTENT LABEL**

This product matches X% of your estimated electricity usage. The product will be made up of the following new renewable resources averaged annually.

<table>
<thead>
<tr>
<th>Green-e Energy Certified New(^2) Renewables in [PRODUCT NAME]</th>
<th>Generation Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>-Biomass</td>
<td>%</td>
</tr>
<tr>
<td>-Geothermal</td>
<td>%</td>
</tr>
<tr>
<td>-Small or low impact hydroelectric(^3)</td>
<td>%</td>
</tr>
<tr>
<td>-Solar</td>
<td>%</td>
</tr>
<tr>
<td>-Wind</td>
<td>%</td>
</tr>
<tr>
<td>Total Green-e Energy Certified New Renewables</td>
<td>%</td>
</tr>
<tr>
<td>-Other Renewables</td>
<td>%</td>
</tr>
<tr>
<td>-Large Hydroelectric</td>
<td>%</td>
</tr>
<tr>
<td>-Coal</td>
<td>%</td>
</tr>
<tr>
<td>-Natural Gas</td>
<td>%</td>
</tr>
<tr>
<td>-Oil</td>
<td>%</td>
</tr>
<tr>
<td>-Other</td>
<td>%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>%</td>
</tr>
</tbody>
</table>

1. These figures reflect the power that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you the actual resource mix of the electricity you purchased during the preceding year.

2. New Renewables come from generation facilities that first began commercial operation on or after 1/1/97.

3. Eligible hydroelectric facilities are defined in the Green-e Energy National Standard (http://www.green-e.org/getcert_re_stan.shtml) and include facilities certified by the Low Impact Hydropower Institute (LIHI) (www.lowimpacthydro.org); facilities that are run-of-the-river hydropower facilities with a total rated nameplate capacity equal to or less than 5 MW; and facilities comprised of a turbine in a pipeline or a turbine in an irrigation canal.

For comparison, the current average mix of resources supplying [region or your electric utility] includes: Coal (x%), Nuclear (x%), Oil (x%), Natural Gas (x%), Hydroelectric (x%), and Other (x%).

For specific information about this electricity product, please contact [Company Name], [phone], [Web site].

Green-e Energy certifies that [Product Name] meets the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to www.green-e.org.
Table 2: Product Content Label for Electricity (Green Pricing and Competitive) Products sold in Blocks

<table>
<thead>
<tr>
<th>PRODUCT CONTENT LABEL¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>The product is sold in blocks of [###] kilowatt-hours (kWh). The product will be made up of the following renewable resources.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Green-e Energy Certified New² Renewables in [PRODUCT NAME]</th>
<th>Generation Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>-Biomass %</td>
<td></td>
</tr>
<tr>
<td>-Geothermal %</td>
<td></td>
</tr>
<tr>
<td>-Eligible hydroelectric³ %</td>
<td></td>
</tr>
<tr>
<td>-Solar %</td>
<td></td>
</tr>
<tr>
<td>-Wind %</td>
<td></td>
</tr>
<tr>
<td>TOTAL %</td>
<td></td>
</tr>
</tbody>
</table>

1. These figures reflect the power that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you the actual resource mix of the electricity you purchased during the preceding year.

2. New Renewables come from generation facilities that first began commercial operation on or after January 1, 1997.

3. Eligible hydroelectric facilities are defined in the Green-e Energy National Standard (http://www.green-e.org/getcert_re_stan.shtml) and include facilities certified by the Low Impact Hydropower Institute (LIHI) (www.lowimpacthydro.org); facilities that are run-of-the-river hydropower facilities with a total rated nameplate capacity equal to or less than 5 MW; and facilities comprised of a turbine in a pipeline or a turbine in an irrigation canal.

For comparison, the current average mix of resources supplying [region or your electric utility] includes: Coal (x %), Nuclear (x %), Oil (x %), Natural Gas (x %), Hydroelectric (x %), and Other (x %).

The average home in the United States uses 900 kWh per month. [Source: U.S. EPA]

For specific information about this electricity product, please contact [Company Name], [phone], [Web site].

Green-e Energy certifies that [Product Name] meets the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to www.green-e.org.
Table 3: Product Content Label for REC Products

<table>
<thead>
<tr>
<th>PRODUCT CONTENT LABEL¹</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>This is a renewable energy certificate (REC) product. For every unit of renewable electricity generated, an equivalent amount of RECs is produced. The purchase of RECs supports renewable electricity generation, which helps reduce conventional electricity generation in the region where the renewable generator is located. You will continue to receive a separate electricity bill from your utility (if applicable).</strong></td>
<td></td>
</tr>
<tr>
<td><strong>The product is sold in blocks of [###] kilowatt-hours (kWh). The product will be made up of the following renewable resources.</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Green-e Energy Certified New² Renewables in [PRODUCT NAME]</th>
<th>Generation Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Biomass</td>
<td>%</td>
</tr>
<tr>
<td>- Geothermal</td>
<td>%</td>
</tr>
<tr>
<td>- Eligible hydroelectric³</td>
<td>%</td>
</tr>
<tr>
<td>- Solar</td>
<td>%</td>
</tr>
<tr>
<td>- Wind</td>
<td>%</td>
</tr>
</tbody>
</table>

| TOTAL                                                      | %                   |

1. Actual figures may vary according to resource availability. We will annually report to you the actual resource mix of the RECs you purchased during the preceding year.

2. New Renewables come from generation facilities that first began commercial operation on or after January 1, 1997.

3. Eligible hydroelectric facilities are defined in the Green-e Energy National Standard (http://www.green-e.org/getcert_re_stan.shtml) and include facilities certified by the Low Impact Hydropower Institute (LIHI) (www.lowimpacthydro.org); facilities that are run-of-the-river hydropower facilities with a total rated nameplate capacity equal to or less than 5 MW; and facilities comprised of a turbine in a pipeline or a turbine in an irrigation canal.

For comparison, the average (2002-2006) mix of energy sources supplying the US includes: Coal (49%), Nuclear (20%), Oil (3%), Natural Gas (18%), Large Hydroelectric (7%), Other Fossil (1%), and Renewables (2%). (from U.S. Department of Energy/Energy Information Administration)

The average home in the United States uses 900 kWh per month. [Source: U.S. EPA]

For specific information about this REC product, please contact [Company Name], [phone], [Web site].

Green-e Energy certifies that [Product Name] meets the minimum environmental and consumer protection standards established by the non-profit Center for Resource Solutions. For more information on Green-e Energy certification requirements, call 1-888-63-GREEN or log on to www.green-e.org.
G. Price, Terms and Conditions
This section applies only to products sold to residential customers.

Each Participant must provide all residential customers with Price, Terms, and Conditions that clearly describe the customer’s responsibilities in purchasing the Green-e Energy Certified renewable energy option. The Price, Terms, and Conditions should be displayed in a simple and easily understandable format.

1. Requirements

Price, Terms and Conditions should be:

a. Available to all customers on the renewable energy option’s Web site prior to purchasing the renewable energy option. Ideally, customers would “click-through” the Price, Terms, and Conditions before being able to complete their purchase;

b. Sent to new customers within 60 days of purchasing the renewable energy option as a part of their “Welcome Packet”; and

c. If a Participant offers customers contracts to purchase renewable energy options or automatic renewals of their purchase, the Price, Terms and Conditions should be sent to all existing customers any time that the Price, Terms and Conditions change significantly.

2. Price, Terms, and Conditions Format

The Price, Terms, and Conditions must include at a minimum:

a. Name of the Participant company and/or joint venture partners from whom the customer is purchasing or with whom the customer is contracting (if a subsidiary or joint venture, list name of parent company);

b. Primary customer service contact information, including customer service number, billing address and email or Web site, if available;

c. Duration of the contract (contract length in months);

d. The proposed rate structure, including fixed and variable charges and taxes;

e. Price volatility or other price, environmental, or availability risks associated with the renewable energy option;

f. A Product Content Label indicating the percentage of the Product that will be contributed by various resources in the format prescribed above. For Price,
Terms and Conditions on a Web site, this should be a link to the Product Content Label;

g. The obligations/charges associated with terminating the contract or changing from the current portfolio;

h. Information on how customer will be billed; and

i. Any other conditions required of the customer.

Each Participant should follow the format of the example Price, Terms and Conditions below. Alternative Price, Terms and Conditions formats must be reviewed by Green-e Energy staff for approval in advance of their distribution of customers. If there are state guidelines for format and content of Price, Terms, and Conditions, a Participant should adhere to the state guidelines, provided that the minimum Green-e Energy requirements described above are met. If the state required format is obtuse, excessively long, or unclear, then it is suggested that Participants also supply their customers with a summary sheet of key information similar to the example below.

Table 4: Sample Price, Terms and Conditions

<table>
<thead>
<tr>
<th>Price, Terms, and Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Product] is certified by Green-e Energy, which requires companies to provide their customers with this notice of Price, Terms and Conditions of service. From the time you receive this, you have three business days to change your mind about purchasing [Product] from [Company Name]. You may cancel your agreement to purchase [Product] from [Company Name] by calling the customer service number or writing to the billing address listed below. For more information about Green-e Energy, write Green-e Energy, PO Box 29512, San Francisco, CA 94129 or log onto <a href="http://www.green-e.org">www.green-e.org</a>, or call toll-free 1-888-63-GREEN.</td>
</tr>
</tbody>
</table>

Company: [Company Name] (a subsidiary of [Name] Corporation)

Whom should I contact for more information? Include contact information here including Customer Service number, Web Page, E-mail and Billing Address.

How will I be billed? Explain how customer will be billed. e.g. You will receive a monthly bill for [Product] from [Company Name].

How will my bill be calculated? Explain how charges will be calculated. Provide all details on actual pricing structure, even if it’s complex; may be different depending on product type. Taxes: You must also pay all applicable federal, state, and local taxes and charges** Participants selling RECs should also include the following language: “This purchase is in addition to charges by your electric
utility. You will continue to receive a separate electricity bill from your utility.”

<table>
<thead>
<tr>
<th>How much will my total electricity service cost, including utility charges?³</th>
<th>Provide the customer with an estimate of how much their electricity will cost. At the option of the utility, the table could include these estimates on a utility service territory basis, as a monthly average, as a percentage of their current electricity bill and/or at different electricity usage levels. e.g. Based on a monthly average usage of 500 kWh, the following table provides you an estimate of your 2008 monthly electricity bill if you receive service from your local utility supplier, and the extra monthly cost for the [Company Name] service. Your actual bill will vary based on your use of electricity.*</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008 Monthly Electricity Cost</td>
<td>$53.50</td>
</tr>
<tr>
<td>Green Pricing Premium</td>
<td>$5.20</td>
</tr>
<tr>
<td>Total:</td>
<td>$58.70</td>
</tr>
</tbody>
</table>

| Will my rates change over time? | Explain how rates will change over time. Include chart of historic price variability after first year, if applicable. (e.g. The existing rate structure for your [Company Name] service is guaranteed for the length of the contract (2 years).) |

| What sources will be used in my certified product? | Include power content label here or reference it on another part of this one page sheet. |

| If I want to terminate this agreement/ contract, what is the early termination fee?* | e.g. $XX |

| What length of agreement/ contract is required?* | e.g. 2 years |

| What other fees might I be charged? | e.g. Late charge of 3% for bills that are unpaid for more than 24 days |

* For companies that offers customers contracts to purchase offsets or automatic renewals of their purchase.

³ Language required for utility green pricing and electricity products only. Not required for REC products.
**H. Marketing Materials**  
*This section applies only to products sold to residential customers.*

The Green-e Energy requirements for consumer disclosure for the different types of marketing materials appear under the subheadings below. All marketing materials are subject to the language guidelines in Section A above. Please also note that Green-e Energy will monitor product claims for factual accuracy and clarity.

To ensure your materials are consistent with Green-e Energy requirements, Green-e Energy staff will pre-approve any marketing materials in a timely manner. Materials for review should be sent to Green-e Energy staff. Advance review or pre-approval of materials is recommended, not required. For questions call: 415-561-2100, fax: 415-561-2105.

Each Participant must adhere to the following guidelines for each type of marketing material:

1. **Materials with a Subscription Mechanism**

   This section applies to all materials with a subscription mechanism. This includes, but is not limited to direct mail, brochures, door-to-door solicitation, and phone subscriptions.

   Each Participant must include in all product-specific promotional materials with a subscription mechanism that are distributed to consumers, by either printed or electronic means, the following information:
   
   a) Product’s resource mix,
   b) Geographic location of the resources included in the mix,
   c) Product’s rate structure,
   d) Required contract length and fee for early termination if applicable, and
   e) Participants selling RECs should also include the short disclosure language (See Section J below).

   All language must be consistent with the General Language Guidelines in Section A above. Use of the Green-e Energy logo in such ads must be consistent with logo usage standards in D above.

2. **Materials without a Subscription Mechanism**

   This section applies to all materials without a subscription mechanism. This includes, but is not limited to direct mail, print ads, billboards, and posters.

   All language in materials without a subscription mechanism must be consistent with the General Language Guidelines in Section A of this document. Use of the Green-e Energy logo in such ads must be consistent with logo usage standards in Section D.
of this document.

3. TV and Radio Spots (scripts or tapes)

All language in TV or radio spots must be consistent with the General Language Guidelines in Section A of this document. Use of the Green-e Energy logo in TV ads must be consistent with logo usage standards in Section D of this document.

4. Participant Web Sites

Web sites must contain the Product Content Label and Price, Terms, and Conditions (As described in sections F and G respectively). If a Participant’s customers can sign up for the Green-e Energy Certified product on the Web site, they should be able to click-through the Product Content Label and Price, Terms and Conditions prior to completing their purchase.

Participants selling RECs should also include the short and long disclosure language as described in section J of this document. All language on the Web site must be consistent with the General Language Guidelines in Section A of this document. Use of the Green-e Energy logo on a Participant’s Web site must be consistent with logo usage standards found in Section D of this document.

5. Electronic Media Ads (i.e. ad banners)

All language in electronic media ads must be consistent with the General Language Guidelines in Section A above. Use of the Green-e Energy logo in such ads must be consistent with logo usage standards in Section D above.

6. Customer Welcome Packet

As described in Sections D and E above, each Participant is required to provide customers with the Product Content Label and Price, Terms, and Conditions within 60 days of purchasing the product.

I. Participant Call Center Guidelines

This section applies only to products sold to residential customers.

This section is designed to inform Participants selling a Green-e Energy Certified Product about the information that Green-e Energy requires a Participant’s call center representatives dealing with residential customers to have available. These guidelines do not represent information that Green-e Energy requires call centers must be giving to each customer that calls a call center. Instead, they represent the information Green-e Energy requires the representative be able to provide a customer if asked.
1. Product Information

A. Pricing

Estimated Monthly Cost
Be able to provide pricing information to customers for a variety of usage levels and in a variety of formats, for example, percent of use, or fixed size block.

Pricing Structure
Provide the pricing structure of the product in enough detail that a customer could calculate a monthly bill given a set number of kilowatt-hours. (e.g. “We charge $3.00 for each 150 kwh block per month.”)

Fixed or Changing Rate
Explain whether this pricing structure will be fixed for the duration of the contract (or the duration of the time the customer stays with your company, if there is no contract), or whether it could change and if so how. Be clear that the customer’s actual bill may vary based on the number of kilowatt-hours the customer uses in a given month if they are on a percent-of-use plan.

B. Fuel Sources

Renewable Resources
Be able to provide the percentage of different renewable resources found in their products. While it is not required that Participants prospectively specify the exact percentage of each type of renewable generation, it is strongly suggested that at a minimum, customer service representatives be able to explain which types of renewable generation are in a product mix. Green-e Energy requires that no misleading claims be made such as "Our product is 100% renewable, with resources such as solar, wind and small hydro" when resources actually come from biomass and geothermal.

Generation Facilities
Be able to tell the customer where the electricity/RECs are generated. The representative may want to know the facility names and locations, and should at least know whether the facilities are in or out of the state or region of the customer.

New vs. Existing Facilities
Be familiar with the Green-e Energy definitions of new renewables. New renewable facilities are those that came on-line after January 1, 1997. For a complete definition of new renewables, please see the Green-e Energy National Standard (http://www.green-e.org/getcert_re_stan.shtml).
On-Line Date of New Facilities
For companies claiming to build specific new renewable facilities, provide the date the new facilities will be on-line. Participants are required to inform customers if the new resource does not come on-line.

C. Contract & Billing

Length
Inform customers (prior to subscription) of the length of the contract if they subscribe.

Termination Fees
Inform customers (prior to subscription) of any early termination fees if they subscribe.

Number and Source of Bills
Inform the customer how many bills she or he will receive if she or he subscribes to your product, and who will send them.

D. Green-e Energy Certification

Product Certification
Representatives should know whether or not this product is Green-e Energy Certified.

What Is Green-e Energy?
Green-e Energy is a renewable energy certification program. The Green-e Energy logo provides a simple way for the customers to quickly identify energy products that meet Green-e Energy's minimum environmental and consumer protection standards. Green-e Energy is administered by the Center for Resource Solutions, a non-profit organization based in San Francisco, California. Green-e Energy, originally known simply as the Green-e Renewable Energy Certification Program, was launched in November 1997 in California, and now has standards for certifying renewable based products throughout the United States.

What Does Green-e Energy Certification Guarantee?
When you see the Green-e Energy logo associated with an energy product it means:
- 100% of the supply for the product comes from renewable resources
- The product contains only new renewable resources, those that came on-line after January 1, 1997.
• The sources of energy supplying the product are independently verified by Green-e Energy, operated by the non-profit Center for Resource Solutions
• The purchaser of a Green-e Energy Certified product is the sole "owner" of the environmental attributes of a specific megawatt hour (MWh) of energy added to the grid.
• The Participant company offering the product agrees to abide by the Green-e Energy Code of Conduct and Customer Disclosure Requirements governing its ethical treatment of customers.

Green-e Energy Contact Information for Customers
Web site: www.green-e.org; Call toll free: 1 888 63-GREEN.

E. Sign-up Process

Information Needed
Tell the customer what information she or he will need to provide you with in order to sign-up.

Other Fees
Inform the customer of any other fees (which had not been previously discussed) that she or he would be liable for if she or he subscribes.

2. Participant Information

A. Owner

Be able to tell the customer who (which company) owns your company.

B. Affiliation with Regulated Utility

Be able to tell the customer whether your company is affiliated with a regulated utility.

C. Non-renewable Products

Be able to tell the customer which non-renewable products you supply.

D. Web Site

Be able to tell the customer your Web site address.
3. General Information

A. Environmental Benefits of renewable Energy

Be able to tell the customer what the environmental benefits of his or her purchase are. Green-e Energy requires that Participants not overstate environmental attributes or benefits, expressly or by implication.

B. Definition of Renewable Resources

Be able to give the customer a quick definition of renewable resources, and in particular what is included under the definition of biomass.

4. For Participants selling RECs Only: Definition of a REC

Many consumers are confused by the separate sale and marketing of RECs and electricity from the same facility. Green-e Energy requires that call center representatives be able to provide a lay person’s definition of RECs. Green-e Energy recommends the use of the Green-e Energy long disclosure language to provide this definition. It is acceptable to refer to RECs as: “Green Tags,” “Renewable Certificates,” and “Tradable Renewable Certificates.”

J. Additional Requirements for Renewable Energy Certificate (REC) Products

This section applies to Renewable Energy Certificate (REC) products sold to all customer types – both residential and non-residential – unless otherwise indicated.

While non-residential products are not subject to Marketing Compliance Review, Green-e Energy determination that a Participant is not following the requirements outlined in this section is grounds for de-certification.

1. Product Content Label

Participants offering a REC product should include the following language on the Product Content Label:

This is a renewable certificate product. For every unit of renewable electricity generated, an equivalent amount of renewable certificates is produced. The purchase of renewable certificates supports renewable electricity generation, which helps offset conventional electricity generation in the region where the renewable generator is located. You will continue to receive a separate electricity bill from your utility (if applicable).
2. Price, Terms and Conditions (for residential products only)

Participants offering a REC product should include the following language in the “How will my bill be calculated?” section of the Price, Terms and Conditions:

_This purchase is in addition to charges by your electric utility. You will continue to receive a separate electricity bill from your utility._

3. Participant Call Center Guidelines

Many consumers are confused by the separate sale and marketing of RECs and electricity from the same facility. Green-e Energy requires that call center representatives be able to provide a lay person’s definition of RECs. Green-e Energy recommends the use of the Green-e Energy long disclosure language to provide this definition.

4. Short Disclosure Language (for residential products only)

The short disclosure language is a mandatory disclosure requirement for all customers prior to subscription or purchase. This language should be displayed on the first page of each Participant’s Web site that contains product-specific information. The customer should click through this language before they are able to complete their purchase. This language is also required on any printed marketing materials, such as brochures or pamphlets that contain product specific information. This language is not required for radio, video, or newspaper ad media.

The short disclosure language follows:

_Your purchase of renewable energy certificates (RECs) is supporting electricity production in [states or region here]. You will continue to receive a separate electricity bill from your utility (if applicable). For every unit of renewable electricity generated, an equivalent amount of RECs is produced. The purchase of RECs helps offset conventional electricity generation in the region where the renewable electricity generator is located. The purchase also helps build a market for renewable electricity and may have other local and global environmental benefits such as reducing global climate change and regional air pollution. For more information about RECs, please visit [www.green-e.org](http://www.green-e.org)._

5. Long Disclosure Language (for residential products only)

The long disclosure language must be viewable on each Participant’s Web site as “additional information about renewable energy certificates (RECs).”

The long disclosure language follows:
When a renewable energy facility operates, it creates electricity that is delivered into a vast network of transmission wires, often referred to as “the grid.” The grid is segmented into regional power pools; in many cases these pools are not interconnected. To help facilitate the sale of renewable electricity nationally, a system was established that separates renewable electricity generation into two parts: the electricity or electrical energy produced by a renewable generator and the renewable “attributes” of that generation. The renewable attributes or “green” attributes are sold separately as renewable energy certificates (RECs). Only one certificate may be issued for each unit of renewable electricity produced. The electricity that was split from the REC is no longer considered "renewable" and cannot be counted as renewable or zero-emissions by whoever buys it.

This product is comprised of RECs. With the purchase of RECs, you are buying the renewable attributes (i.e. environmental benefits) of a specific amount and type of renewable energy generation. You will continue to receive a separate electricity bill from your utility (if applicable). Your purchase of renewable certificates helps offset conventional electricity generation in the region where the renewable generator is located. Your purchase also helps build a market for renewable electricity and may have other local and global environmental benefits such as reduced global climate change and regional air pollution.

The renewable certificates in this product are verified and certified by Green-e Energy. Each supplier of renewable certificates is required to disclose the quantity, type and geographic source of each certificate. Please see the Product Content Label for this information. Green-e Energy also verifies that the renewable certificates are not sold more than once or claimed by more than one party. For information on Green-e Energy please visit its Web site, www.green-e.org, or call them toll-free, 1-888-63-GREEN.

K. Marketing Compliance Review

This section applies only to products sold to residential customers.

To verify that Participants offering a Green-e Energy Certified product are fulfilling the requirements of Green-e Energy and displaying the Green-e Energy logo correctly, CRS will conduct a biannual review of marketing materials, including direct mail, print ads, customer subscription package, radio and TV scripts, Web site and customer service call centers. During this compliance review, CRS staff will confirm that Participants are not making false or misleading statements about their product and that they have made pricing, fuel source, and contract disclosure to consumers in the form required by Green-e Energy and described in this document. During Marketing Compliance Review, CRS will identify specific marketing and environmental claims and ask for substantiation of those claims during the verification process. In addition, CRS
will ensure that Participants display the Green-e Energy logo properly and that they describe Green-e Energy using approved language. The Marketing Compliance Review occurs twice per year, once in August and once in February. During the August Marketing Compliance Review, Green-e Energy staff will review marketing materials used during January 1 through June 30 of the current year. During the February Marketing Compliance Review, Green-e Energy staff will review marketing materials in use from July 1 through December 31 of the previous year.

1. Annual Review for Good Performance

All Participants must undergo compliance review during the August review period. A certified product that has undergone the Compliance Review at least three times may be eligible to forego the February review and only undergo Compliance Review on an annual basis. Annual compliance review will be granted on a per product basis at the discretion of Green-e Energy staff based on excellent performance during previous reviews. During the Annual Review, Participants will be required to supply all marketing materials in use since the last Marketing Compliance Review. In general, this will include all marketing in use between July 31 of the previous year and June 30 of the current year. Based on the Participant's performances during the annual review, Green-e Energy staff reserves the right to reinstate the biannual review of the Participant's materials.

2. Non-Compliance

If a Participant is found to be out of compliance with Green-e Energy requirements, it will be notified in writing by Green-e Energy staff. At such time, the Participant will be given the opportunity to rectify any non-compliant items. The Participant will be invited to work with Green-e Energy staff to ensure its compliance with Green-e Energy requirements before marketing materials are printed. Participants revising marketing materials to gain compliance should provide such amended materials to Green-e Energy staff for review.

Green-e Energy will only monitor a Participant for compliance with the guidelines presented in this document. In no way do these guidelines or Green-e Energy's compliance review process provide safe harbor against any possible action by the Federal Trade Commission, state attorneys general, or other regulatory bodies with jurisdiction over these issues, with respect to marketing activities or specific advertising claims made by Participants.
**L. Enforcement and Censure**

*This section applies only to products sold to residential customers.*

In the event that a Participant fails to meet the established deadline for meeting Green-e Energy’s compliance review requirements, the following schedule identifies steps CRS will take to enforce its compliance review requirements. The enforcement process will be suspended at any step upon a Participant’s satisfactory compliance with all review items. The extension of deadlines or the suspension of the Compliance Review Enforcement Process is within the sole discretion of the CRS Executive Director.

If a Participant is found to be misusing the Green-e Energy logo or otherwise out of compliance with the requirements described in this document or knowingly using deceptive or unethical marketing practices or advertising related to one or more Green-e Energy Certified Products, the Participant will be denied the right to use the Green-e Energy logo or a statement of verification in relation to this/these product(s); the product will be decertified. Additionally the Participant will not be permitted to certify any new Green-e Energy Products for 12 months without approval of the Green-e Governance Board. After 12 months, the Green-e Governance Board may at its discretion deny certification of any new Products for which Participant seeks certification. Repeat offenders could also be liable for damages incurred by CRS and its Board as a result. Also, if a Participant distributes false information about their product, their customers must be given an option to terminate their contract free of termination or other fees.

<table>
<thead>
<tr>
<th>STEP</th>
<th>ACTION TAKEN</th>
<th>TIMELINE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Step 1</td>
<td>Compliance Review completed; Letter of Notification to a Participant indicating non-compliant items. If the same non-compliant items were noted in the previous Compliance Review, the Compliance Enforcement process begins.</td>
<td>Immediate</td>
</tr>
<tr>
<td>Step 2</td>
<td>Grace period for a Participant to respond, indicating that the necessary changes have been made, or submitting Intent to Comply and Timeline for Completion.</td>
<td>6 weeks from Receipt of Notification Letter</td>
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<tr>
<th>If Intent to Comply not Received:</th>
<th>If Intent to Comply Received:</th>
</tr>
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<tbody>
<tr>
<td>Step 3A</td>
<td>Week 7</td>
</tr>
<tr>
<td>Post Web notice indicating failure to fulfill compliance review requirements</td>
<td>Step 3</td>
</tr>
<tr>
<td>Week 7</td>
<td>Post Web notice indicating intent to comply and date to complete necessary</td>
</tr>
<tr>
<td>Week 7</td>
<td>Week 7</td>
</tr>
<tr>
<td>Step 4A</td>
<td>Letter to Green Power Board with staff recommendation to revoke certification; initiation of legal review.</td>
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<tr>
<td>Step 5A</td>
<td>Green-e Energy Certification revoked.</td>
</tr>
<tr>
<td>Step 6A</td>
<td>Public notice that a Participant has failed to comply with Green-e Energy requirements; and implementation of legal remedies as appropriate.</td>
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</tbody>
</table>

Green-e Energy is administered consistent with the overall goals of the Center for Resource Solutions and the regulations under which non-profit organizations operate.

More information, including documents referenced herein, is available on the Green-e Energy Web site: www.green-e.org.