Green-e Energy Participant Handbook

Best practices for compliance with Green-e Energy requirements and processes

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I. Introduction

The Green-e® Energy Participant Handbook ("Handbook") is a guidance document to support Green-e Energy program Participants. The Handbook provides information about how to implement the requirements of the *Green-e Energy Code of Conduct* ("Code of Conduct") and identifies recommended best practices for renewable electricity and renewable energy certificate (REC) product sellers.

The Handbook is a fluid document that will be updated by Green-e staff over time. Green-e will post updated versions of the document on the Green-e website (www.green-e.org). During the Green-e Energy Advisory Committee quarterly calls, Green-e will notify Participants of any recent updates to the Handbook. The Advisory Committee calls will also be an opportunity for Participants to request changes and/or updates to the Handbook. For more information on Advisory Committees please visit the governance page of the Green-e website at https://www.green-e.org/who. Participants are notified at least one week in advance of Green-e Energy Advisory Committee quarterly calls.

II. Green-e Energy Estimated Timeline for Processes

Below is an estimated timeline for the major processes related to Green-e Energy certification. Except where specific dates are listed, all timing is approximate; actual deadlines will be made available to Participants each year. Notices of the processes below are typically given via email to appropriate contacts such as the invoicing contact, verification contact, marketing contact, or main contact provided by the Participant in the Green-e Energy Logo Use and Certification Agreement. Section III.A of the *Code of Conduct* provides an abbreviated list of important dates outlining only the major compliance deadlines.

Month	Week	Activity / Deadline
January	1	**DEADLINE** **Invoicing**: Payment due for the year's participation, for existing products, by January 1
		Verification: Green-e issues request for submission of new and renewal Tracking Attestations for generators used in the previous year's certified sales. Tracking Attestations may also be submitted with the annual verification submission; however, such facilities will need to be manually entered into the software by Participants. Attestations can be accessed at https://www.green-e.org/programs/energy/documents

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Month	Week	Activity / Deadline
February	3	**DEADLINE** **Verification:** • Unaudited reporting due • Green-e Energy Certified Product Mix Change Worksheet due for products for which the mix has changed in a way as to constitute a "substantial difference" (see Section V.B of the *Code of Conduct* for more information) • New and renewal Tracking Attestations for generators used in the previous year's certified sales must be submitted in order to be included in the Green-e verification software
March	1	**Quarterly Advisory Committee Call** *Advisory committee calls are scheduled once a quarter to coincide with the quarterly Green-e Governance Board meeting. Scheduling is subject to change annually*
		ENFORCEMENT **Invoicing:** Notice of contract breach if Participant has not yet paid annual fees for existing products
	1–2	**Verification:** • Verification materials (Audit Protocol, Getting Started Guide, worksheets, etc.) provided to Participants by Green-e • Verification software open • Training webinar for all Participants, and separate training for all auditors (details provided in advance)
April	1	**DEADLINE** **Verification:** If not already submitted, submit repowering and co-firing applications for facilities used toward previous year's sales, if any such facilities were used
		ENFORCEMENT **Invoicing:** Existing products with unpaid annual fees may be terminated
		DEADLINE **Prospective Product Content Label:** The current year's Prospective Product Content Label must be sent to all of the Participant's customers with automatic renewing subscriptions, and posted on the product website by this time
May	1	**DEADLINE** **Verification:** All requests for an extension of the verification submission deadline are due
May	4	**Quarterly Advisory Committee Call** *Advisory committee calls are scheduled once a quarter to coincide with the quarterly Green-e Governance Board meeting. Scheduling is subject to change annually*

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Month	Week	Activity / Deadline
June	1	**DEADLINE** **Verification:** All required verification materials and data must be submitted through the verification software (unless extension granted). This deadline is typically the first business day in June
		ENFORCEMENT **Contract:** If all required verification materials are not submitted, Participant will receive a breach of contract letter and have 30 calendar days to submit required materials
	1–4	**Verification:** Late fees accrue each business day verification materials are not submitted after the initial verification submission deadline
July	1	**ENFORCEMENT** **Contract:** If all required product verification materials are not submitted by 30 calendar days after the June verification deadline, product may be terminated
August	1	**Autumn MCR:** Participants notified to submit for Autumn MCR. Notification includes instructions on which materials are required, and how and when to submit them
		DEADLINE **Historical Product Content Label:** Historical Product Content Label for the prior year must be sent to the Participant's customers and updated on Participants" websites by this time. Green Pricing Programs with different Product Content Label distribution requirements provided by their Public Utilities Commission / oversight body must have requested extension by now; see Section IV. C.1 of the *Code of Conduct* ("Required Information for All Product Content Labels") for more information
	4	**DEADLINE** **Autumn MCR:** Products have until August 31 to provide requested marketing materials to Green-e. Green-e will review materials and respond, after which Participant will have 30 days to complete requested changes
September	1	**Quarterly Advisory Committee Call** *Advisory committee calls are scheduled once a quarter to coincide with the quarterly Green-e Governance Board meeting. Scheduling is subject to change annually*
October	4	**Quarterly Advisory Committee Call** *Advisory committee calls are scheduled once a quarter, relative to the quarterly Green-e Governance Board meeting, and scheduling is therefore subject to change annually*
November	1	**Records Update:** Please check in with Green-e about changes in your product or company for the coming year, such as changes in customer type, product type, or new service territory, or changes to company contact or address

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Month	Week	Activity / Deadline
	2	**Invoicing:** Annual renewal fee invoices are provided to all current Participants. Payment is due January 1 of the following year
December	1	**Quarterly Advisory Committee Call** *Advisory committee calls are scheduled once a quarter to coincide with the quarterly Green-e Governance Board meeting. Scheduling is subject to change annually*

III. Marketing Compliance Review: Description of Process

Marketing Compliance Review (MCR) is an annual process that ensures Green-e Energy certified products meet the requirements of the *Code of Conduct*. MCR may be conducted on any product, including those sold to residential, non-residential, and wholesale customers.

Purpose: During MCR, Green-e staff will review the certified product's customer-facing documents for false or misleading statements, and to confirm that all customers received product disclosures compliant with the requirements of the *Code of Conduct*.

Process: MCR occurs once a year, in the Autumn (see the Section II "Green-e Energy Estimated Timeline for Processes"). At the beginning of August, Green-e contacts all Participants and provides instructions for submitting. Submissions are due from Participants on the last business day of August, and must include a MCR checklist and samples of all customer-facing materials relating to the certified product. Failure to submit all materials that advertise the certified product will result in an incomplete submission.

Materials for submission: Participants must submit all customer-facing materials visible or provided to customers prior to, during, and after the sale of a certified product. This includes all materials used from August 1 of the previous year until July 31 of the current MCR year.

Green-e staff will conduct a review of marketing materials and sales documents including, but not limited to, the following:

- Materials Checklist (issued by Green-e)
- Prospective Product Content Label
- Historical Product Content Label
- Price, Terms, and Conditions
- Sales agreements and/or contracts
- Welcome or customer subscription packets
- Digital media (Participant website, online enrollment channels, digital advertising)
- Printed materials (ads, bill inserts, enrollment materials, certificates of purchase)
- Customer bills and invoices
- Customer service call centers

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If Green-e requires changes to be made to the Participant's materials to ensure compliance with the *Code of Conduct*, the Participant must complete changes within one month of receipt of requested changes from Green-e. In limited cases, Green-e will grant extensions based on demonstrated need.

Moving to semi-annual review: At its discretion, Green-e may require a Participant to switch to a bi-annual cycle at any time.

IV. Verification

A. Description of the Verification Process

The annual verification process requires all providers of Green-e Energy certified products to complete a third-party verification audit of renewable energy procured and sold in association with the certified product. Data and materials associated with the annual verification are reviewed and submitted via a web-based verification tool. Access to this tool is provided to the Green-e Energy Participant and their auditor. Each year, verification data and associated documentation are submitted by Participants using the web-based verification tool. This information and associated billing and contract documentation is then reviewed by the Participant's auditor in accordance with the Annual Verification Audit Protocol. A report by the auditor is then submitted to Green-e through the same web-based tool. All of these steps must be completed prior to the annual verification deadline.

Participants will be provided with instructions and a timeline outlining all verification-related deadlines soon after the close of the calendar year of sales to be audited (the "Reporting Year"). An unaudited report of certified sales is due the February following the close of the Reporting Year. Typically, Participants will be alerted to the release of the web-based verification tool by the first week of March. Once this has occurred, Participants can find all verification materials within the "Verification Documents" section of the software, including an annual Getting Started Guide and relevant worksheets, and can also begin entering data into the tool.

The audited report and all final verification data and documentation must be submitted through the web-based verification tool no later than (typically) the end of the first business day in June after the Reporting Year. Attestation forms that document changes in ownership of RECs and renewable electricity must be submitted as part of the verification process, and can be found on the Green-e website. If all required materials are not submitted to Green-e Energy by the applicable due date, late fees may accrue (contact your Green-e Energy Representative for the *Certification Fee Structure for Green-e Climate and Green-e Energy*, which provides late fee details).

Verification Data

Specific details of required verification materials that must be included with the audited verification report are provided annually with the verification instructions for the Reporting Year. An indicative, but not exhaustive, summary of these materials includes:

1. Reports from approved renewable energy certificate tracking systems
2. Complete Green-e Energy attestation documents

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3. Documentation supporting any special cases or exceptions to facility or product eligibility (for example, repowered facilities, or carbon allowance retirement reports for generation for California)
4. Prospective Product Content Labels and Historical Product Content Labels
5. Data on electricity generation facilities and their output used in Green-e Energy certified sales
6. Data on customers purchasing Green-e Energy certified products (aggregated by state/province/territory and customer type in most cases)
7. Billing records and contracts for renewable energy purchases and sales (provided to the auditor only)
8. Internal reports and data related to renewable energy purchases and sales (provided to the auditor only)

B. Additional Features of Green-e Energy Certified Products

Green-e Energy certified products can contain certain additional features that are verified by Green-e Energy. Contact Green-e before marketing additional features.

Green-e Energy can verify product features, such as:

- **State-specific resource proportions:** Participants who wish to specify individual state-specific proportions for a specific resource type to customers (e.g., 80% wind from Oklahoma, 20% wind from Kansas) can disclosure these details on Product Content Labels and other marketing materials, and Green-e will verify against these numbers during annual verification.
- **Specific "new dates":** Certified products sourced from facilities with a shorter new date than Green-e's 15-year requirement can disclosure this new date on Product Content Labels and other marketing materials. Green-e will verify that all facilities sourced from came online after this year during annual verification.
- **Facility-specific disclosure**: Participants can choose to identify the specific facility or facilities supplying the customer's purchase, and this information will be verified by Green-e during annual verification. **Federal Option**: Green-e can verify that a product meets certain Federal procurement requirements (See Green-e Federal Option: www.green-e.org/federal).
- **Flexible reporting**: Commercial and industrial customers may request RECs to cover their needs for the upcoming, current or previous year. In order to provide these customers with their requested REC vintage, Participants may choose to allocate a sale in a different Reporting Year than the current calendar year. For example, if a customer requests RECs in January 2016 to match their electricity use in 2015, the Participant may report this sale in Reporting Year 2015. There are restrictions and requirements for this type of flexible reporting:
    - Only available for multiple mix REC products
    - All relevant Reporting Year requirements must be met (for instance, the applicable new date)
    - The Participant (seller) must indicate the applicable Reporting Year on the Prospective and Historical Product Content Labels provided to the customer
    - Sales of RECs to be verified against the previous Reporting Year can only occur through the 2nd quarter of the current calendar year

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- The Participant must submit the relevant supply and sales information to Green-e in association with the Reporting Year against which it will be verified (not the year of sale), and the sale will be reviewed by both the auditor and Green-e during the annual verification process
- Clear records must be kept so the auditor can check that all sales are reported

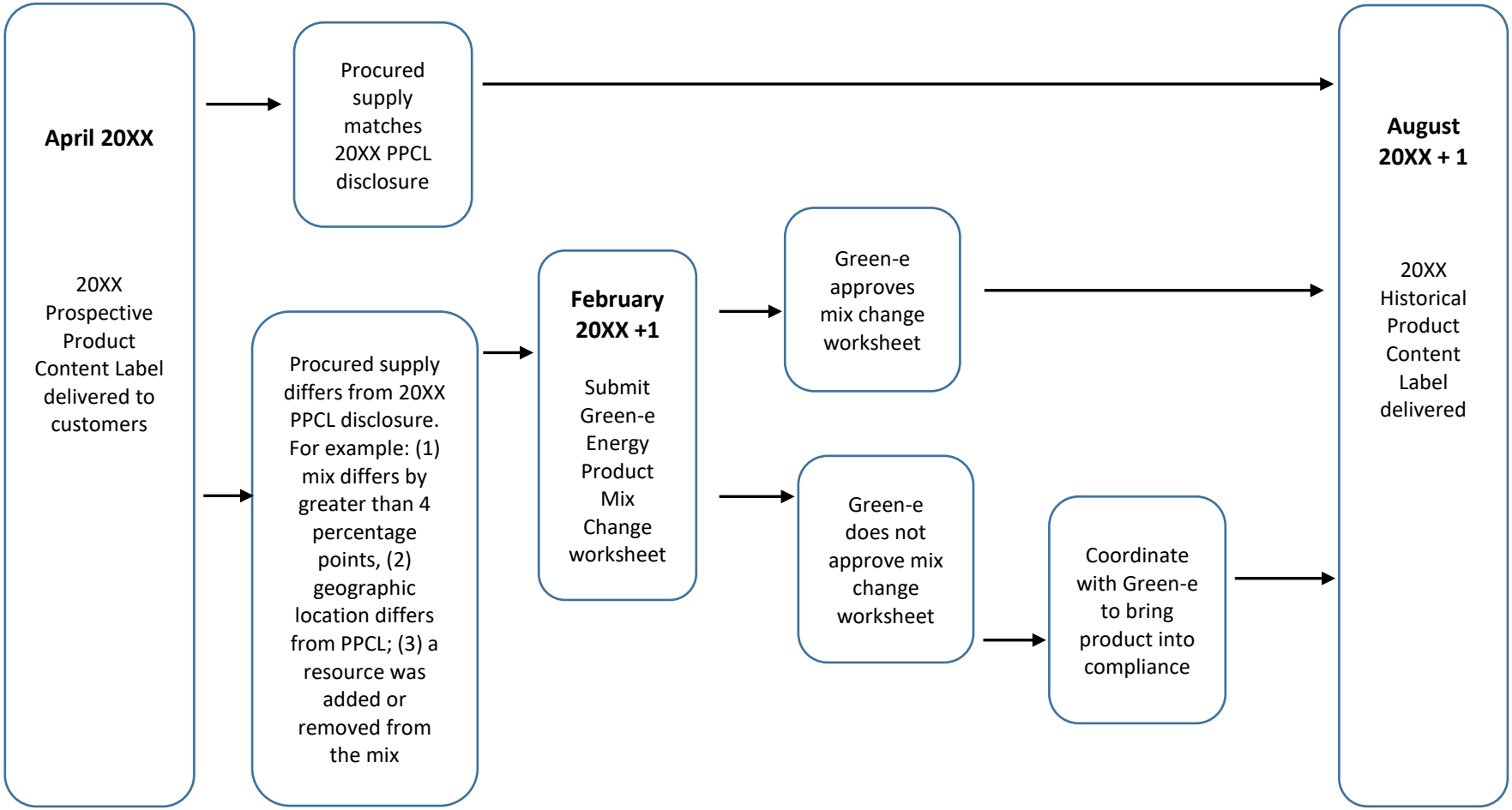
C. Process for Addressing Substantial Differences in Supply

The Green-e Energy program verifies that customers receive the renewable electricity product or REC product, as specified within the Prospective Product Content Label provided at the time of purchase. The *Code of Conduct* provides definitions and examples of permitted and significant variance for the product mix, see Section V.B. Where a substantial difference in supply impacts the product mix, the Participant is required to address and remedy the discrepancy.

This timeline illustrates the process for addressing substantial differences in supply, in relation to the PPCL and HPCL delivery. First, the diagram shows the timeline for PPCL and HPCL disclosure if there is no substantial difference in supply. Second, the diagram shows the timeline for addressing a substantial difference in supply and the required customer disclosure.

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Timeline for addressing substantial differences in supply (for year 20XX)



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D. Examples of Supply and Double Claims Issues

This section provides important information for Green-e Energy Participants about common supply and claims issues identified during the verification process. The *Green-e Energy National Standard* sets requirements for electricity and REC supply that may be used in certified products.

- **Competitive Electricity and Utility Green Pricing Products:** Participants offering electricity products should pay special attention to geographic sourcing requirements in Section IV.A of the *Green-e Energy National Standard*. A problem with supply for an electricity product can arise when the Participant has sourced renewable electricity or RECs outside the eligible geographic boundary for sourcing. Such supply is not eligible for use in a certified competitive electricity product without the electricity being wheeled into the Participant's region.
- **Double Claimed RECs:** A problem can arise if the RECs procured have already been claimed, and therefore retired, earlier in the chain of custody or by the purchaser of the underlying electricity (without RECs) from the facility. This issue is more common with on-site solar and biomass facilities, as system hosts or owners often want to claim some environmental benefits associated with the renewable electricity generation and may misunderstand the rights that they are giving up when they sell the RECs. It is important to note that contractual ownership of the RECs may not be enough to render the RECs eligible for Green-e Energy certification. Claims on the RECs, even unintentional claims, by generators, installers, aggregators, system hosts, or null power off-takers, for example, can render the RECs ineligible for Green-e Energy certification. Additional guidance on double claims can be found in Green-e's *Explanation of Green-e Energy Double Claims Policy*.
- **Supply Must Match Marketing and Customer Disclosures:** A problem with supply can arise when the supply procured for a product does not match the disclosures provided to customers. Participants must provide their customers with information in marketing and in Product Content Labels (PCLs) about the resource types of the renewables in their certified product, as well as information about the location of generation. While the Participant can purchase the RECs to supply the product after the sale commitment to the customer is made (but before annual verification materials are due), Participants must be careful to source from the same resources and locations advertised to customers. If the Participant specifies the percent of each resource associated with each state of generation, then the supply must match this specification. For example, if the PCL indicates that the product will be 100% wind from Texas and Oklahoma, the supply must be 100% wind from both of these states, with no requirement on the amount coming from each state. On the other hand, if the PCL indicates the product will be 40% wind from Texas and 60% wind from Oklahoma, the supply must match this specification. Purchasers procuring supply after making sales commitments should contract to purchase the same type of RECs they told their customers they would ultimately provide them. Contracting to purchase "any Green-e Energy eligible" RECs may result in a purchase of supply that doesn't match the product content you have described to your own customers.
- **Selling "Green-e Energy Certified" Wholesale:** Only a company with a contract in place with Center for Resource Solutions (CRS) can sell a certified product. Certified products cannot be

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resold as "Certified" after they are purchased wholesale unless the reseller has a contract with CRS. All certified sales and supply procured for those sales must be reported to Green-e during the verification audit. If a Green-e Energy certified product is purchased by a Participant and then re-sold in a Green-e Energy certified product, the Participant must report the supply and subsequent sale to Green-e for verification. Otherwise, the transaction by the re-selling Participant is not certified.

- **Accuracy when Buying "Green-e Energy Certified" Wholesale:** Participants in the Green-e Energy program, with an active contract with CRS, may purchase "Green-e Energy Certified" wholesale to supply their Green-e Energy certified products. When purchasing wholesale, Participants must procure supply that meets the requirements of their Prospective Product Content Label and Historic Product Content Label (e.g. the resource types, proportions, and generation location promised to the customer via the Label). The Green-e Energy Participant purchasing Green-e Energy certified wholesale supply is responsible for ensuring that the product mix of their purchase meets the product mix of their certified product.

V. Templates

A. Product Content Labels

Templates for all Product Content Labels are available for download at www.green-e.org/pcl.

B. Sample Price, Terms, and Conditions

SAMPLE Price, Terms, and Conditions	
Green-e Energy CERTIFIED	[Product Name] is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions. Learn more at www.green e.org.
Company:	[Company Name] (a subsidiary of [Name] Corporation)
Whom should I contact for more information?	[Company contact information, including Customer Service number, Website, E-mail and Mailing Address]
What is the contract length?	[Duration of the contract (in months). If the contract is month-to-month, this must be specified here.]
How much will [product name] cost?	[Identify the cost of the certified product. Explain how charges will be calculated and provide all details on actual pricing structure, even if it's complex. For utilities, 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. REC products must specify whether or not the cost displayed within the PTC reflects the cost of the REC, or the cost of REC plus electricity charged - See Section IV.D1 of the *Code of Conduct* for required language.]

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Will my rates change over time?	[Explain whether the price is fixed or variable. If the price is variable, explain that rates will change over time. Prominently disclose the factors that determine pricing, what variable rate means (i.e. that the price will change), and the frequency of the change (e.g. monthly). If the rate structure will change in the future (for example, from an introductory fixed rate to a variable rate), a schedule must be disclosed to the customer.] *e.g. The existing rate structure for your [Company Name] service is guaranteed for the length of the contract (2 years).*
What are the enrollment options?	[Specify if the product is sold in kWh blocks, as percent of electricity use, or in kW of capacity. Specify if there are different levels of enrollment within each of these enrollment types – for instance 50% or 100%. Specify what the customer's enrollment option is, or where the customer can find their selected enrollment option.]
What other fees might I be charged?	[Indicate any other fees the customer may be charged, including, but not limited to, taxes, the obligations/charges associated with terminating the contract, or fees associated with opting out of the default utility offering.] *e.g. Late charge of 3% for bills that are unpaid for more than 24 days. You must also pay all applicable federal, state, and local taxes and charges.*
How will I be billed?	[Information on how customer will be billed and who will bill the customer (not required for one-time sales to non-residential or wholesale customers). REC products must clarify who will bill the customer for electricity] *e.g. You will receive a monthly bill for [Product] from [Company Name].*
Can I cancel my participation?	[Explain in detail the process a customer must undergo to opt out of a contract. List a website and a phone number if applicable.]
If I want to terminate this agreement/ contract, what is the early termination fee?	[Provide the fee associated with terminating the contract.] *e.g. $XX*
[What is a REC product?]	[if applicable] [Product Name] is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see [hyperlink to the Participant's or Green-e's webpage containing Long REC Disclosure language.]

VI. Language Guidance for Green-e Energy Sellers

Green-e Energy Participants may refer to this section for further information about language restrictions and examples of permitted marketing language.

A. Long Green-e Energy Description

Participants seeking to describe the Green-e Energy program in length can use the following description of the program in marketing materials. If you would like to edit the language, we recommend that you send the edits to your Green-e representative for review.

> [Product Name] is Green-e Energy certified, and meets the environmental and consumer-protection standards set forth by the nonprofit Center for Resource Solutions, including:
>
> - **New facilities.** Certified products use renewable energy from facilities built [if applicable, insert "or repowered"] within the last 15 years.
> - **Clear marketing.** Sellers of certified products communicate clearly and accurately about the environmental benefits of the products.
> - **Sole ownership.** Renewable energy sold to purchasers of certified products is retired on their behalf, and cannot be claimed by any other entity.
> - **Independent oversight.** Sellers of certified products undergo an annual audit and independent verification process to ensure compliance and customer protection.
>
> When you see the Green-e Energy logo and buy renewable energy that is Green-e Energy Certified, you know that you are supporting new renewable resources, there has been no double selling, and that your purchase goes beyond business as usual. For more information on the Green-e Energy certification program, visit www.green-e.org.

B. REC Seller Guidance

1. Guidance on REC Product Marketing Language

Per *Code of Conduct* Section IV.E "Additional Required and Restricted Marketing Language," the benefits and use of REC products must be accurately represented to the customer. To prevent misrepresentation and customer confusion, certain marketing language is prohibited for Green-e Energy certified REC products. Further guidance on what language is prohibited and acceptable is provided below.

- **Do not state or imply that REC products contain electricity.** Sellers offering certified REC products cannot state that they are selling "clean energy," "renewable electricity," or "green power," or use other marketing language suggesting customers are buying a certified renewable electricity product.

- **Accurately represent that only the REC product is certified.** Where a Participant sells electricity to the same customer purchasing the certified REC product, it must be clear that only the REC purchase, and not the electricity, is certified.

- **Clarification is required for REC product names including "energy," "power," or similar.** Where the product name contains terminology implying that the product contains electricity, it must be clarified within the immediate proximity of the product name that the certified product is a REC product.

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For example, if the product name is "WindEnergyPlus," the following language is permitted:

"Buy WindEnergyPlus. WindEnergyPlus is a Green-e Energy certified renewable energy certificate product sourced from national wind, and does not contain electricity. When you buy WindEnergyPlus and combine it with your electricity purchases from [Seller], you are using renewable energy."

"Buy WindEnergyPlus and lower your carbon footprint!

WindEnergyPlus is a Green-e Energy certified renewable energy certificate product sourced from national wind, and does not contain electricity. When you buy WindEnergyPlus and electricity from [Seller], you are using renewable energy. For more information on renewable energy certificates, see [Long REC disclosure link]."

- **Statements about *customers* using renewable energy through the purchase of RECs are permitted.** Where a statement about the customer "using renewable energy" is present, it must be clear that the customer is buying two things, RECs and electricity. The seller of the certified REC product should further clarify who is selling the electricity, themselves or the "customer's utility."

  "Use renewable energy by purchasing [Product Name] and electricity from [Participant Name or "utility"]."

  "By purchasing [Product Name] and electricity, you are using renewable energy in your home or business."

- **Statements about the RECs being *sourced* from renewable energy are acceptable**. A Participant may state that the RECs the customer is receiving are sourced from renewable energy generators, as long as they don't state that the customer is purchasing renewable energy from the company.

  "[Product name] is sourced from wind farms across the country."

  "By purchasing this renewable energy certificate product, you are supporting 100% wind generated power."

2. Short REC Disclosure for REC Products sold with Electricity

The below language is for Participants with a contract for a Green-e Energy certified REC product, who sell the certified product bundled with electricity. These Participants are required to provide the Short REC Disclosure to their customers, but may use the following variation if they choose:

"Renewable Energy Certificates (REC) do not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. [Product Name] is a Green-e Energy certified REC product. [Participant Name] is also supplying your electricity. Green-e Energy has only certified the RECs, which may be sourced from outside of your local electricity

distribution area. For more information, see [hyperlink to the Participant's or Green-e's webpage containing Long REC Disclosure language: www.green-e.org/rec]."

When using this language, it is important that the Participant use a consistent Product name for the REC product. This makes it possible for the Participant to clearly identify what is certified by Green-e Energy.

3. Guidance on Customer Language about Purchase of Certified Product

It is appropriate for customers purchasing REC and/or electricity products to say they're using "renewable energy," or similar, as the pairing of a REC with electricity by a customer is equivalent to the use of renewable energy. Further guidance on the types of claims customers purchasing Green-e Energy can make are provided below.

- **Green-e Logo and Wordmark**: Purchasers of Green-e Energy may not use the Green-e Logo unless they join Green-e Marketplace. If the purchaser is the end-use customer, they can state that they purchased a Green-e Energy certified product. If the purchaser is an energy or REC seller, they cannot use the Green-e word mark, as this may mislead customers to believe the sale is Green-e certified.
- **Customer Usage Claims**: When a customer purchases a Green-e Energy certified product, whether it be a REC or electricity product, they can claim that they are using renewable energy or electricity

  Examples of acceptable customer claims include the following:

  - Company X purchases Green-e Energy certified RECs to cover 100% of its operations.
  - We are using x% renewable energy for our operations.
  - We match X% of our electricity use with Green-e Energy certified RECs.
- **Emissions Reduction Claims:** Purchasing a Green-e Energy product results in a reduction of the customer's Scope 2 indirect emissions from electricity. Customers can claim that they reduce their Scope 2 footprint, but may not make claims regarding global emissions.

  Examples of acceptable customer claims include the following:

  - By purchasing 100% renewable energy to cover our electricity use, we have lowered our carbon footprint by x tons of CO2.

C. Call Center Guidance

All call center representatives must abide by Section IV.E1 of the *Code of Conduct,* which requires that customers hear the "Material with Subscription Mechanism" requirements prior to sign up. This section outlines the recommended information a call center representative should be able to provide a customer if asked.

1. Actively Offer the Option to Enroll in the REC or Renewable Electricity Program

Many renewable electricity products find program success (measured in terms of number of customers) if enrollment in the certified product is offered whenever customers call the company to sign up for electricity service or to move service to a new residence. In order for this to be a successful means of enrolling customers, all customer service representatives must have accurate and clear information available to them regarding the renewable energy offering, or be able to easily direct the customer to a

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representative with this knowledge. Examples of how to represent certified products to customers are included below.

For certified competitive electricity and green pricing electricity products:

> "We [or, Company Name] offer [Product Name]. It is made up of electricity generated from [list all resource types found on Prospective Product Content Label] [power / energy] located in [insert names of states, provinces, or territories listed on Prospective Product Content Label]. Would you like to know more about [Product Name]?"

For certified REC products:

> "We [or, Company Name] offer [Product Name]. It is made up of [list all resource type(s) found on Prospective Content Label] renewable energy certificates generated [list all states/provinces/regions found on the Prospective Product Content Label]. [Product Name] does not contain electricity. A renewable energy certificate represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. Would you like to know more about [Product Name]?"

2. Provide Guidance to Call Center Representative

It is recommended that call center representatives are able to provide further information contained within the Price, Terms, and Conditions and Product Content Labels to customers prior to sign up. Below are some guidelines on how Participants might structure their call center scripts and/or notes for call center representatives.

1. **Pricing**
   Customer service representatives should be able to tell the customer the price of the product according to the usage level (amount and capacity, percent of use, or block) selected by the customer. Provide the pricing in enough detail that a customer could calculate a monthly bill given a set number of kilowatt-hours. Explain whether the price structure will be fixed for the duration of the contract or if it could change, and if so, how and when would the rate change.

2. **Renewable Energy Types and Location**
   Customer service representatives should be able to provide the percentage of different renewable resources found in the product. It is required that the representative indicate to the customer what resources are listed on the Prospective Product Content Label, but it may be helpful to also indicate what resources were provided in the last calendar year (listed on the prior year's Historical Product Content Label). Customer service representatives should also be able to indicate the geographic location of resources. If representatives refer to specific facility names and locations, this information will be verified annually to ensure the resource is used towards the product.

3. **Contract & Billing Length**
   Customer service representatives should be able to tell customers the contract length, the billing process (i.e. who will bill the customer for the certified product), and the process for early termination, including if there is a fee associated with early termination.

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4. **Green-e Energy Certification**
   Customer service representatives should be able to discuss the meaning and scope of Green-e Energy certification. Representatives should know that the product, and **neither the Participant nor the facilities**, is Green-e Energy certified. Further relevant information the representative can quote includes:

   Green-e Energy is a renewable energy certification program. The Green-e Energy logo provides a simple way for the customers to identify energy products that meet Green-e Energy's environmental and consumer protection standards. Green-e Energy is administered by the non-profit Center for Resource Solutions.

   When you see the Green-e Energy logo associated with an energy product it means:
   - *The product contains only new renewable resources, meaning those that came on-line within the past 15 years*
   - *The Participant offering the product must undergo an annual third-party audit verifying all supply and sales associated with the certified product*
   - *The purchaser of a Green-e Energy certified product is the sole "owner" of the renewable energy*
   - *The Participant offering the product agrees to abide by the* Green-e Energy Code of Conduct*, which governs marketing statements and requires accurate customer disclosure*

   Non-residential customers of Green-e Energy products are eligible for a number of other benefits including eligibility to participate in Green-e Marketplace, as well as the potential to use the renewable energy they purchase towards participation in sustainability programs such as LEED.

   More information about Green-e Energy can be found at www.green-e.org.

5. **Sign-up Process**
   Outline the sign-up process, and if there are any other fees associated with signing up or terminating the contract.

6. **Definition of a REC (REC sellers)**
   For Participants selling a Renewable Energy Certificate product, customer service representatives should have access to the Short and Long REC Disclosure languages found in Section IV.E2 of the *Code of Conduct*.

   Short REC Disclosure

   [Product Name] is a Renewable Energy Certificate (REC) product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy that can be paired with electricity. For more information, see [hyperlink to Participant's or Green-e's webpage containing Long REC Disclosure language: www.green-e.org/rec].

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Long REC Disclosure

Your purchase of Renewable Energy Certificates (RECs) supports renewable electricity production in the region of generation. A REC represents the environmental benefits of 1 megawatt hour (MWh) of renewable energy. For every unit of renewable electricity generated, an equivalent amount of RECs is produced, and by purchasing and pairing RECs with your electricity service you are using and receiving the benefits of that renewable electricity. Your REC purchase also helps build a market for renewable electricity. Increased demand for, and generation of, renewable electricity helps reduce conventional electricity generation in the region where the renewable electricity generator is located. It also has other local and global environmental benefits which may include emitting little or no regional air pollution or carbon dioxide.

The RECs in [Product Name] are verified and certified by Green-e Energy, and [Company Name] 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 energy certificates are not sold more than once or claimed by more than one party. For information on Green-e Energy please visit its website, www.green-e.org.

7. **Environmental Benefits of Renewable Energy**
   Customer service representatives should 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. For more information on required and restricted marketing language, please see Section IV.E1 of the *Code of Conduct*.

8. **Definition of Renewable Resources**
   Customer service representatives should be able to give the customer a quick definition of renewable resources included in the product.

9. **Website**

   Customer service representatives should be able to direct customers to the company's website for more information.

VII. Marketing Language Guidance: Greenhouse Gas Emissions Value of Renewable Energy Products, Excluding Biomass

Two different types of statements can be made related to the GHG emissions value of renewable energy products: avoided grid GHG emissions claims (and equivalency statements) and carbon footprint ("Scope 2" emissions) reductions claims. Each describes a different attribute or benefit of renewable energy, is accounted for differently (meaning each requires the use of a different emissions factor in calculating the emissions value), and may be used differently by sellers and consumers of renewable energy. It is therefore important for sellers to clearly distinguish between these two distinct types of statements and

ensure that each statement is accurate in order to avoid customer confusion. Sellers of renewable energy must be aware that there are limitations to the GHG claims that may be made by renewable energy consumers so as to avoid overstating or misrepresenting the benefits of a customer's purchase. Sellers and purchasers should always be clear and distinguish between carbon footprint reduction claims, global emissions reduction claims, and avoided grid GHG emissions claims.

A. Carbon Footprint Reduction and Indirect GHG Emissions Claims

By buying a Green-e certified renewable energy product, a purchaser is contractually switching the generation sources of their power to renewable generation sources and can claim the attributes of that generation to describe and report their electricity use as their own indirect emissions. A purchaser of a Green-e certified renewable energy product that is supplied with wind and solar generation, for example, can claim that the emissions associated with that generation are zero.

Switching to a Green-e certified renewable energy product lowers the carbon footprint of the purchaser by decreasing the emissions associated with electricity usage (i.e. indirect emissions) for the consumer. This represents a change to the purchaser's own emissions, direct emissions, and indirect emissions associated with the products and services they use, for which they are responsible.

Emissions associated with electricity usage are defined as "Scope 2" indirect emissions by the World Resources Institute (WRI) as a part of *The GHG Protocol Corporate Standard*. The rules for market-based Scope 2 GHG accounting can be found in *The GHG Protocol Scope 2 Guidance: An Amendment to the GHG Protocol Corporate Standard*, available here: www.ghgprotocol.org/scope_2_guidance. Also see Green-e's Guidance on Scope 2 accounting and reporting here: www.green-e.org/standard.

Sellers and purchasers of renewable energy may make statements about the benefits of switching to renewable energy or to a Green-e certified product in terms of changes to the purchaser's carbon footprint, i.e. changes to the consumer's Scope 2 emissions. Market-based Scope 2 emissions are based on the direct GHG emissions of the generation consumed, not on the avoided grid GHG emissions that result from the generation (discussed in Section VII.B). For most renewable resources, like wind, solar, hydro, and certain geothermal facilities, the direct GHG emissions associated with generation are zero.

Examples of acceptable carbon footprint reduction claims include the following:

- *"Generation used for this Green-e certified product did not cause direct GHG emissions." [Statement only applicable for products that do not contain biomass resources].*
- *"By purchasing this Green-e certified product, you are able to report zero Scope 2 emissions."*
- *"By purchasing this Green-e certified product, you are reducing your GHG footprint compared to your regular electricity service by X metric tons carbon dioxide-equivalent per MWh."*
- *"By purchasing [xx] MWh of [product name] you are reducing your electricity carbon footprint by [xx] pounds of CO_2."*
- *"I purchased 1 MWh of [product name] and reduced my carbon footprint by [xx] pounds of CO_2."*

Sellers should be careful not to state or imply that customers can reduce their carbon footprint entirely through their purchase of a renewable energy product. A customer's carbon footprint also includes "Scope 1" and "Scope 3" emissions, which cannot be reduced via the purchase of renewable energy (for

more information on GHG accounting and the three "scopes" see *The GHG Protocol Corporate Standard* at www.ghgprotocol.org/standards/corporate-standard. To minimize customer confusion regarding renewable energy versus carbon offsets, Green-e also recommends that marketing materials for certified renewable energy products not use the word "offset" as a verb (e.g. "Offset your electricity usage with [product name]!").

Example of prohibited carbon footprint reduction claim:

- *"By purchasing [product name] you reduce your carbon footprint to zero."*

Calculating Carbon Footprint Reduction Claims

To calculate the market-based Scope 2 indirect emissions of customers purchasing a Green-e certified product, use the direct emissions of the generation used as supply for the product and follow the WRI GHG Protocol Scope 2 Guidance, available at www.ghgprotocol.org/scope_2_guidance.

To calculate the carbon footprint reduction that a purchaser can claim, use the difference between the direct emissions associated with the renewable energy product (the market-based Scope 2 emissions figure) and the emissions the purchaser would otherwise report, i.e. the direct emissions associated with the default or alternative electricity product/mix in the purchaser's location, most often this is the residual mix regional grid average (a regional grid average emissions factor minus voluntary purchases in that region). Green-e provides Residual Mix Emissions Rates annually by region here: www.green-e.org/standard.

B. Avoided GHG Emissions and Equivalency Claims

Renewable energy generation displaces or "avoids" fossil fuel-fired generation and associated GHG emissions on the grid. Purchasers of renewable energy may make statements about avoided GHG emissions being an effect of the generation of the renewable energy they are purchasing/using. The claim to the GHG avoidance benefits of generation belongs to the REC owner as the user of that generation. In these statements, avoided grid GHG emissions must be associated with the renewable energy generation or the supply for the renewable energy product.

Examples of acceptable avoided GHG emissions claims include the following.

- *"The 100% renewable electricity that you choose avoids [X] metric tons of carbon dioxide-equivalent per MWh on the Western grid."*
- *"The generation of the renewable energy you choose has a greenhouse gas benefit equivalent to taking [X] cars off the road for one year or recycling [Y] aluminum cans."*
- *"Our company's 100% renewable energy product avoids [X] metric tons of carbon dioxide-equivalent if you purchase [Y] MWh annually. That's equivalent to taking [Z] cars off the road for one year or planting [Q] trees."*
- *"The renewable energy used in [product name] avoided [xx] pounds of CO_2."*
- *"1 MWh of generation used in [product name] avoids [xx] pounds of CO_2."*
- *"The RECs that you purchase in [product name] come from generation that avoids [xx] pounds of CO_2. "*
- *"The RECs that you purchase in [product name] come from renewable energy that avoids [xx] pounds of CO_2. "*

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Sellers and purchasers must not imply a causal link between purchase, generation, and avoided emissions (e.g. that purchases result in generation or avoided grid emissions). Rather, the generation *used* by the purchaser results in avoided emissions.

Examples of prohibited avoided GHG emissions claims include the following:

- *"By purchasing 1 MWh of [product name], you are avoiding [xx] pounds of CO_2."*
- *"By purchasing [product name] you avoided the release of [xx] [pounds of CO_2."*

Avoided grid GHG emissions associated with renewable energy supplying a Green-e Energy certified product are not equivalent to emissions reductions associated with carbon offset claims. The latter necessitate emissions reductions beyond a baseline or business as usual-scenario. Avoided grid GHG emissions likewise cannot be applied to or subtracted from a purchaser's emissions, total grid emissions or global emissions, since renewable energy projects do not undergo carbon offset-quality additionality testing and since grid emissions reductions may be counterbalanced by other emissions on the grid.

Avoided grid GHG emissions cannot be used for Scope 2 emissions calculations of the purchaser's corporate/personal carbon footprint. Carbon footprint reductions claims should be made in accordance with Section IV.E3(b) in the *Code of Conduct*. Section VII.A above provides further guidance on carbon footprint reduction claims.

Calculating Avoided GHG Emissions

To calculate avoided grid GHG emissions in the electricity sector **in regions without cap-and-trade**, use the marginal non-baseload emissions rate for the NERC region in which the generation occurs. In cases where a Participant does not explicitly provide geographic disclosure of a certified REC product's supply in the PPCL to consumers, the maximum rate that may be used is the lowest NERC regional average. The lowest NERC regional average is defined as the non-baseload output emission rate of electricity generation in the NERC region with the lowest such rate at the time the equivalency language is published. Non-baseload output emission rates are available from the EPA's eGRID database (www.epa.gov/energy/egrid). In May 2016, the default national rate was 1,141.31 Lbs/MWh (eGrid 2012).

In regions with a cap-and-trade program that covers the electricity sector (in which GHG emissions from the electricity sector are capped), the avoided GHG emissions associated with renewable energy generated in that region are zero. However, Green-e requires that GHG allowances be retired on behalf of purchasers of Green-e certified renewable energy in these regions (e.g. through a voluntary renewable energy set-aside of allowances or through procurement and retirement of allowances by the seller or purchaser of renewable energy). In the case of a cap-and-trade that includes an allowance set-aside for voluntary renewable energy, avoided grid emissions are calculated using the emissions factor used for the set-aside. In the case of allowance retirement without/outside of a set-aside mechanism, the avoided emissions are the number of allowances retired, which can be calculated using an emissions factor approved by Green-e staff.

To make equivalency claims, such as comparing avoided emissions to other activities like trees planted or cars taken off the road, use and cite the EPA's carbon equivalency calculator: http://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator, and see its calculations and references page: http://www.epa.gov/energy/ghg-equivalencies-calculator-calculations-and-references. Remember that equivalency claims for avoided grid GHG emissions (equivalent actions) must not be associated with a purchaser's action, but rather the generation that a purchaser is using.

VIII. Marketing Language Guidance: Greenhouse Gas Emissions Value of Renewable Energy Products that Include Biomass

Per the *Green-e Energy Code of Conduct Section* IV.E3.C, if marketing materials make claims regarding the emissions from using biomass resources, the disclosure that Green-e Energy does not certify or verify these claims must be included. If a participant wishes to make claims about a product that contains biomass, it must be clear that there are emissions associated with the product.

Examples of disclosures for products including biomass:

- This product contains biomass, which is considered a renewable resource, but does have associated emissions.
- Even with the associated emissions, biomass is a cleaner source of fuel in terms of carbon emissions than the standard fossil fuel mix.
- The greenhouse effect associated with burning methane is significantly lower than simply releasing it into the atmosphere.

IX. Handbook Updates and Use

Green-e staff encourages all Green-e Energy participants to use the Handbook to aid in sales assistance and creating accurate marketing. The Handbook is a fluid document. Updates and requested updates to the Handbook will be discussed during quarterly Advisory Committee calls. For any questions regarding the Handbook please contact Green-e staff at energy@green-e.org, or reach out to your Green-e Energy representative directly (www.green-e.org/staff).

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