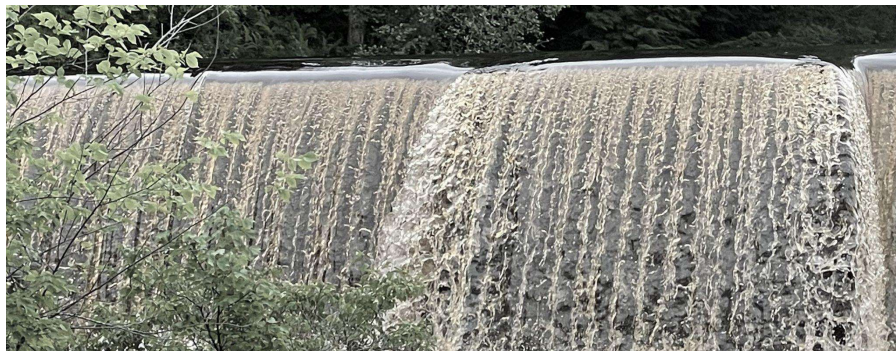




**Town of Marlborough**  
**COMMUNITY POWER PLAN**

**Approved at Town Meeting 2022**  
**Amended November 2, 2022**



# TABLE OF CONTENTS

<b>I. Marlborough Community Power Overview</b>	<b>1</b>
<b>I.a. Introduction</b>	<b>1</b>
<b>I.b. Mission Statement</b>	<b>1</b>
<b>II. Process to Develop and Approve Plan</b>	<b>1</b>
<b>III. Customer Participation</b>	<b>3</b>
<b>III.a. Applicable classes of customers</b>	<b>3</b>
<b>III.b. Universal access</b>	<b>3</b>
<b>III.c. Equitable treatment</b>	<b>4</b>
<b>III.d. Reliability</b>	<b>5</b>
<b>IV. Organizational Structure</b>	<b>5</b>
<b>V. Electricity Supply Product Options</b>	<b>7</b>
<b>V.a. Default and Optional Electricity Supply Products</b>	<b>7</b>
<b>V.b. Green Definition</b>	<b>9</b>
<b>V.c. NH Class I Renewable Energy</b>	<b>10</b>
<b>VI. Operation</b>	<b>10</b>
<b>VI.a. Issue an RFP for power supply and select a Competitive Supplier</b>	<b>11</b>
<b>VI.b. Implement comprehensive public information program including an opt-out notice</b>	<b>12</b>
<b>VI.c. Enroll customers and provide service</b>	<b>15</b>
<b>VI.d. Plan for Program evolution</b>	<b>16</b>
<b>VII. Funding</b>	<b>16</b>
<b>VIII. Rate Setting and Other Costs to Participants</b>	<b>16</b>
<b>IX. Method of Entering and Terminating Agreements with Other Entities</b>	<b>18</b>
<b>X. Rights and Responsibilities of Program Participants</b>	<b>18</b>
<b>XI. Net Metering Compensation</b>	<b>19</b>
<b>XII. Electric Assistance Program and Other Discounts</b>	<b>19</b>
<b>XIII. Extensions or Termination of Program</b>	<b>19</b>
<b>XIV. Aggregating Municipalities &amp; Buying Group</b>	<b>20</b>
<b>XV. Promoting Energy Efficiency</b>	<b>21</b>
<b>XVI. Planned Schedule</b>	<b>21</b>
<b>XVII. Conclusion</b>	<b>22</b>
<b>Exhibit I - Historical Overview</b>	
<b>Exhibit II - Education &amp; Outreach Plan</b>	
<b>Exhibit III - 2021 Survey results</b>	
<b>Exhibit IV - Data Protection Plan</b>	

## **I. Marlborough Community Power Overview**

### **I.a. Introduction**

Marlborough Community Power would create new electricity supply choices for Marlborough residents and businesses with the potential for cost and environmental benefits beyond that of the Default Service supply from the utility, Eversource. Instead of simply utilizing Eversource's electricity supply, Marlborough would bundle together the electricity needs of its residents and businesses and put out a bid for an electricity supplier to provide the necessary electricity at competitive prices. With Community Power, the Town is able to make strategic decisions about when to solicit bids, lock in fixed pricing for multiple years, and increase the amount of renewable energy dramatically and toward 100%. Eversource will continue to manage billing and maintain wires and poles.

This Plan is intended to guide the implementation of the Marlborough Community Power Program. It is a living document; elements of this plan are likely to change over time based on evolving laws and energy supply options. This plan reflects options currently available or expected in Eversource New Hampshire service territory, and provides flexibility for adding options in the future as warranted to benefit the Marlborough community.

### **I.b. Mission Statement**

Marlborough Community Power's mission is twofold:

1. to provide electrical power supply to our community at competitive prices, with the aim of bettering the rates offered for comparable products by Eversource and other utility services;
2. to facilitate our community's transition to 100% renewable energy, in order to help reduce greenhouse gas emissions.

## **II. Process to Develop and Approve Plan**

The process to develop a Community Power program involves community input to develop the Plan that will govern program operation and local- and state-level review and approval of the Plan. Approving the Community Power Plan does not obligate the Town to launch a program if conditions are not favorable. The process to develop and approve the Plan is summarized here, and full details on each step are available in **Exhibit I**.

Before implementation, a review and approval process will ensure that the Plan satisfies all of the statutory requirements, including that the Plan provides universal access,

reliability and equitable treatment for all classes of customers. This Plan was developed to demonstrate that the Marlborough Community Power Program satisfies all the requirements necessary.

The process to develop the Plan, consistent with New Hampshire Revised Statutes Annotated (RSA) 53-E, is the following:

1. Creation of Community Power Committee,
2. Creation of a Draft Plan with public hearings,
3. Approval of a Plan by Community Power Committee,
4. Selectboard adopts the Plan and votes to submit the Plan to Town Meeting,
5. Approval of the Plan at Town Meeting, and
6. Review and approval of the Plan by the Public Utilities Commission.<sup>1</sup>

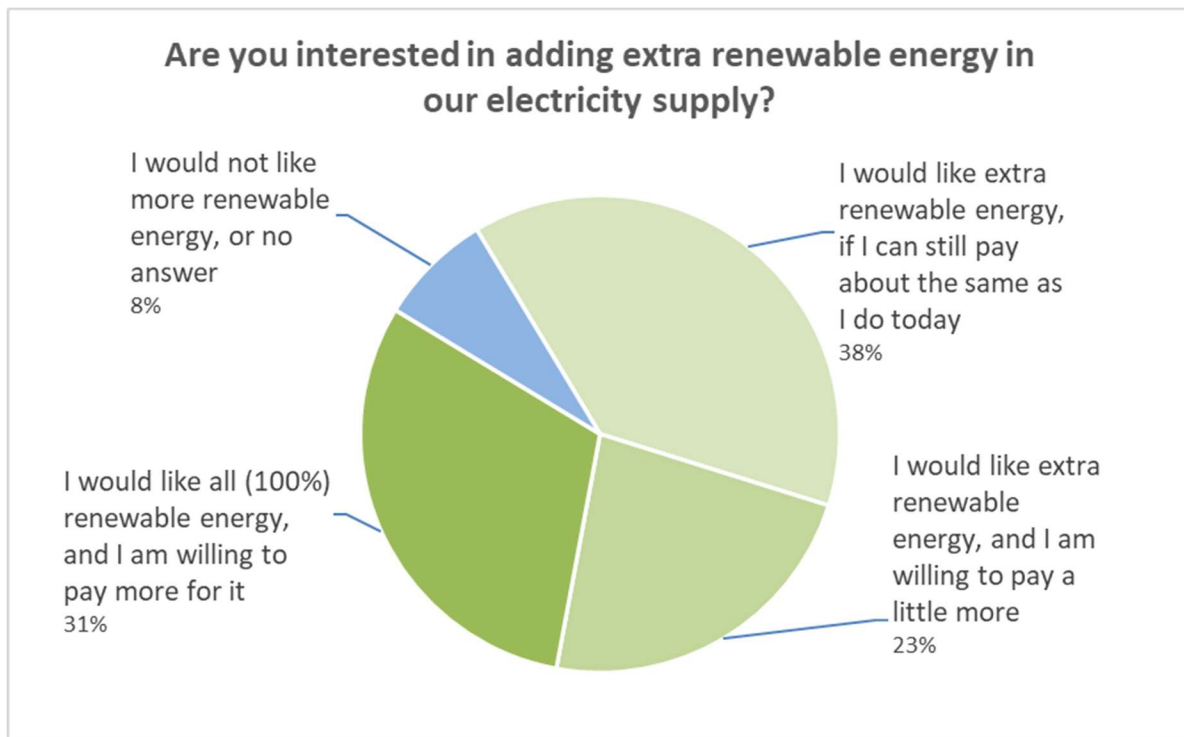
The Town engaged the Consulting team of Standard Power and Good Energy to assist the Committee in its work at no cost to the Town budget and no obligation to move forward with a program. This team is providing complete Community Power services for the City of Keene, and Standard Power is the Town's energy broker for Municipal Power and renewable energy net metering benefits. Standard Power partnered with the New England team of Good Energy, an experienced Community Power services provider in New England since 2015.

The community was surveyed to determine preliminary goals for a Community Power Program. Survey results showed strong support for a Community Power program with options that lowered energy bills (83%), increased renewable energy sources (71%), and exerted more local control over energy costs (63%). 92% of respondents supported adding extra renewable energy into our electric supply, and over half of respondents, 54%, were willing to pay more than they currently pay to have more renewable energy in their supply. 72% supported pursuing a 100% renewable resolution for Marlborough, with 6% opposed and 22% answering they didn't know, or they didn't answer.

Survey results strongly support the choice of a new default electric supply product with extra renewable energy, and optional products that include lowest costs and higher levels of renewable energy. See **Section V** for more detail on default and optional products. Complete survey results are included in **Exhibit III** and are posted on the Community Power Committee page of the Town's website.

---

<sup>1</sup> Alternatively, Plan may be submitted to the PUC for review before Town Meeting



*Community Power Survey Results, see Exhibit III.*

### III. Customer Participation

#### III.a. Applicable classes of customers

The Community Power Program will be available for the residential, commercial and industrial classes of electricity customers as defined by the Town's electric distribution company, Eversource ("Applicable Classes"). See Eversource for current classes: <https://www.eversource.com/content/nh/residential/my-account/billing-payments/about-your-bill/rates-tariffs>

#### III.b. Universal access

The Plan provides for universal access for all retail electric customers by guaranteeing that all customer classes will be included in the Program under equitable terms.

All retail electric customers will have access to the Program. All retail electric customers receiving Default Service supply from the electric distribution utility will be eligible for automatic enrollment in the Program ("Eligible Customers"), and they will be automatically enrolled in the Program unless they choose to opt out. All customers will have the right to opt-out of the Program at any time with no charge.

As required by the statute, there shall be equitable treatment of Applicable Classes within the Program.

### **III.c. Equitable treatment**

The community power statute requires equitable treatment of all classes of customers subject to any differences arising from varying opportunities, tariffs and arrangements between different electric distribution utilities in their respective franchise territories. This does not mean that all classes of customers must be treated “equally,” but rather that similarly situated classes of customers be treated “equitably.”

Among applicable classes of customers, the Plan makes three distinctions:

First, the Program will distinguish among customer classes by soliciting separate pricing for each of the same customer classes the electric distribution utility uses for the distribution service.

Second, the Program will distinguish between customers receiving the default product and customers that affirmatively choose an optional product. Customers selecting an optional product will be charged the price associated with that product.

Third, the Program will distinguish between customers that join the program through an automatic enrollment process (i.e. customers who do not choose to opt-out) and customers that affirmatively elect to join the program.

- Customers that join through an automatic enrollment process include a) the initial Eligible Customers at the start of the program and b) new Eligible Customers that move into the municipality after the program start-date. All initial Eligible Customers will receive the Program pricing<sup>2</sup> for their rate class. Among new Eligible Customers, the Program will distinguish between new residential and small commercial customers, who will receive the Program pricing, and all other commercial and industrial customers, who may receive pricing based on market prices at the time the customer joins the Program.
- Customers that affirmatively elect to join include two types of customers: a) customers that were being served by a competitive supplier at the start of the Program but then later join the Program; and b) customers re-joining the Program after having previously opted out. Those customers that were being served by a Competitive Supplier at program initiation but who later join the Program will be treated the same as new Eligible Customers – residential and small commercial customers will receive the Program pricing and all other commercial and industrial customers may be offered a price based on the then-current market rates. All customers that join the Program after having previously opted out may be offered

---

<sup>2</sup> Program pricing is the price specified for the customer’s rate class and product as set in the Electricity Supply Agreement

a price based on then-current market rates rather than the Program price. This distinction is designed to limit any incentive for frequent switching back and forth between the Program and Default Service of the electric distribution utility.

### **III.d. Reliability**

Reliability has both physical and financial components. The Program will address both through the Electricity Supply Agreement (“ESA”) with the Competitive Electric Power Supplier (“Competitive Supplier”), which shall be the Load Serving Entity.

From a physical perspective, the ESA commits the Competitive Supplier to provide all-requirements power supply and to use proper standards of management and operations. All-requirements power supply includes all of the electrical energy, capacity, reserves, ancillary services, transmission services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Program participants, meet the state’s Renewable Portfolio Standard and any other basic environmental and service standards established by the Public Utilities Commission and other applicable agencies and laws, and any additional renewable energy requirements of the default or optional products. The electric distribution utility will continue to remain responsible for delivery service, including the physical delivery of power to the customer, maintenance of the delivery system, and restoration of power in the event of an outage.

From a financial perspective, the ESA requires the Competitive Supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the utility supply rate). The ESA requires the Competitive Supplier to maintain insurance and the Request for Proposals for a Competitive Supplier will require that an investment-grade entity either execute or guarantee the ESA. Accordingly, the Program satisfies the reliability requirement of the statute.

## **IV. Organizational Structure**

*Community Power Committee (CPC)*: The Marlborough Selectboard voted to establish the Community Power Committee on May 6th, 2021. The Committee will develop a draft plan, hold public hearings on the plan to solicit public input, revise the draft plan based on that input, and ultimately submit an approved Plan to the Selectboard. See **Exhibit I** for detail on the public input process.

*Board of Selectmen (Selectboard)*: Should the Plan be approved at Town Meeting, becoming the Marlborough Community Power Program (“Program”), the Selectboard, as the Town’s governing body, will exercise overall authority over it. The Selectboard, or designee(s) of the Selectboard, will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Community Power

Consultant and the Energy Committee.

*Town Meeting:* In accordance with RSA 53-E:7, Town Meeting, as the legislative body of the municipality, will be the body to adopt the Community Power Plan by a majority vote of those present and voting.

*Town Administrator:* The Town Administrator is designated by the Selectboard to act as a liaison between the Energy Committee and the Selectboard, and to provide input and recommendations to meet the goals and objectives of the Plan adopted by Town Meeting.

*Energy Committee:* The Town Energy Committee will serve as a liaison between the Selectboard and the Consultant, and will otherwise work to facilitate the implementation of the Community Power Program, as well as to achieve the Program's mission of providing for competitive electrical rates for consumers and community transition to 100% renewable energy. The Energy Committee's role shall include preparing an annual report on the Program and fielding general questions (as opposed to specific matters of customer support) from the public regarding the program.

*Community Power Consultant:* The Community Power Consultant ("Consultant") is a qualified vendor of electrical aggregation services which enters into a contract with a municipality to administer a Community Power Program. The Consultant will advise the Selectboard on all aspects of the Program and provide services including but not limited to the following:

- Manage the procurement of electricity from the Competitive Supplier(s) (see below)
- Monitor contracts with Competitive Supplier(s) and, in circumstances necessitating a change in the Program price, negotiate the change with the supplier(s), subject to Selectboard approval
- Coordinate relations with other Community Power Programs with whom the Town of Marlborough may join in order to form a Buying Group (see below)
- Develop and implement an ongoing public education plan relating to the Program
- Provide customer support
- Supply information for the Program Report to appear in the Town Annual Report

*Competitive Supplier:* The Competitive Supplier will provide power for the Program, provide customer support including staffing a toll-free number for customer questions, and fulfill other responsibilities as detailed in the ESA. The Competitive Supplier shall be required to enter into an individual ESA with the Town under terms deemed reasonable

and appropriate for the retail electric customers by the Selectboard, as advised by the Consultant and the Energy Committee.

*Buying Group:* The Town may elect to join with other municipal aggregators (i.e. other Community Power Programs) to combine their load for the purposes of soliciting bids from Competitive Suppliers. The purpose of a Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. If the Town elects to join a Buying Group, they may be represented by a designee(s) on the executive committee of the Buying Group for the purposes of selecting a Competitive Supplier, based on the needs of the Town. The Town shall not be required to select the same terms or Competitive Supplier as other members of the Buying Group.

*Retail electric customers:* Retail electric customers shall include all electric customers taking distribution service of electricity located within the geographic boundaries of the Town of Marlborough.

#### **IV.b. Data Security**

Pursuant to RSA 363:38 and PUC 2004.19, the Program, as an aggregator, is required to protect individual customer data that it may receive as part of Program implementation. See Exhibit IV for the data protection plan to be used by the Program.

The Puc 2200 rules differentiate between Individual Customer Data, which can be used to identify the individual customer that it pertains to, and other customer data. Individual Customer Data must be protected from disclosure. Exhibit IV identifies “Data Administrators” that could have access to such Individual Customer Data and the measures they would utilize to protect such data. At this time, Data Administrators that will have access to Individual Customer Data include the Community Power Consultant and the Competitive Supplier and does not include any Town employees or members of its Boards or Committees. The Selectboard may choose to designate Town employees or members of its Boards or Committees as having access to Individual Customer Data, subject to their ability to fully comply with the provisions of Exhibit IV. Non-individual customer data, such as aggregated data, will be made available to Town employees and certain Boards and Committees for the purposes of evaluating program performance, and annual reporting.

### **V. Electricity Supply Product Options**

#### **V.a. Default and Optional Electricity Supply Products**

The Program intends to offer electricity supply products as described below. Any retail electric customer that joins through an automatic enrollment process shall be enrolled

into the Program's default product, unless they affirmatively choose to enroll in any of the optional products.

All products will include the minimum amount of renewable energy as required by any applicable statutory requirements, such as the Renewable Portfolio Standard ("RPS") required in the state of New Hampshire. In 2021 the RPS was 21.6%, with scheduled increases until 2025 when it reaches 25% and plateaus. Some products will include additional renewable energy above the RPS, as indicated in the product descriptions below. All purchases of additional renewable energy will be verified and certified through Renewable Energy Certificates (RECs), the instruments used to trade and track renewable energy generation. These additional RECs are intended to be sourced as locally as possible - see Section V.b for more information on sourcing additional RECs.

The program product choices are designed to meet the requirements of RSA 53(E) and the mission of this program, see Section I.b, to work toward competitive consumer rates and community transition to 100% renewable energy. They will be chosen to maximize community participation in the program and deliver impactful and increasingly renewable energy content program-wide and over time, up to 100%.

Upon launch, the Program expects to offer a green default product that includes renewable energy in addition to the state minimum, and optional product choices. These optional choices include Basic, which supports universal access to the program by offering the same amount of renewable energy as utility Default Service, and renewable energy choices with maximum impact up to 100% additional renewable energy. Initial product choices and participation will set a baseline for the program. Program performance will be assessed periodically but no less than annually, and products may be adjusted accordingly.

The Program reserves the right to adjust the amount of renewable energy to be included with its default and optional products, and the amounts will be the same for all customers choosing each product, respectively. In accordance with the mission of the program to facilitate 'community transition to 100% renewable energy,' the Town will seek to increase the baseline amounts of renewable energy supply, consistent with stated product pricing goals, in subsequent ESAs.

The Program notes that it cannot guarantee savings for any of its products compared to the utility Default Service rates. Utility Default Service rates may not be known for the entirety of any Program supply contract.

**Default Product:** The default product, referred to as Marlborough Default, is expected to include additional renewable energy, initially in an amount that is 5-10% greater than the state minimum RPS, with the exact amount to be determined after the receipt of bids from competitive suppliers. While the Marlborough Default product cannot guarantee

savings to customers in any given month, the product is intended to perform well and remain competitive compared to utility default service price.

**Optional Products:** The Program may offer two or more optional products:

- **Marlborough 50%.** A product with substantial additional renewable energy, this product offers up to 50% renewable energy above the RPS.
- **Marlborough 100%.** A product with maximum renewable energy impact, this product offers up to 100% renewable energy above the RPS.
- **Marlborough Basic.** A product with no additional renewable energy over the state minimum RPS. This product offers the lowest price in the program.

**Marlborough Community Power Product Summary Table:**

<b>Automatic Enrollment</b>			
<b>Marlborough Basic</b>	<b>Marlborough Default</b>	<b>Marlborough 50%</b>	<b>Marlborough 100%</b>
Optional Rate	Default	Optional Rates with additional renewable energy	
No increase in renewable energy above the state minimum requirements <b>(lowest rate)</b>	Additional renewable energy above the state minimum <b>(competitive rate)</b>	Significant increase in renewable energy, with a target of 50% additional renewable energy	Largest increase in renewable energy, with a target of 100% additional renewable energy

### **V.b. Green Definition**

The term “Green” means that the product contains additional renewable energy, substantiated through REC retirement, above that required by state law.

The additional RECs, above that required by state law, will come from renewable energy sources that are part of our ISO-New England electricity grid. This means the sources are located in New England or the energy is imported as allowed by ISO-New England from locations such as New York or eastern Canada. This stands in contrast to some electricity

supplies that obtain RECs from national sources (e.g. Texas) in which the electricity is not part of our ISO-New England electricity grid.

In its procurement, as described in Section VI.a, Marlborough seeks to support renewable energy generation located within Marlborough or as close to Marlborough in New Hampshire as possible. The Town also seeks to support the growth of renewable energy, thereby displacing fossil fuels and reducing greenhouse gas (GHG) emissions. To meet these goals, all additional RECs, above those required by state law, are initially expected to be New Hampshire Class I eligible RECs.

As described above, the Town intends to purchase a portion of the RECs from renewable energy generators and include these RECs in a renewable energy product. If RECs are obtained through the Competitive Supplier, any charge for these RECs would be included in the same rate submitted to the electric distribution utility.

### **V.c. NH Class I Renewable Energy**

New Hampshire Class I renewable energy is known as “new renewable energy”. The State requires all electricity supplies to include a minimum quantity of Class I renewable energy, and that amount currently is scheduled to increase annually and plateau after 2025. This increasing requirement, along with similar requirements in other New England states, has been a major driver of the growth of renewable energy in our region. If the Program voluntarily purchases additional Class I renewable energy at significant scale, Marlborough will augment this growth even further.

Class I renewable energy can come from wind, solar, small hydroelectric, biomass, methane, as well as hydrogen and ocean thermal, tidal or wave energy. All Class I renewable energy must have started operation after January 1, 2006 and must be physically delivered to our regional electricity grid, which means it can come from New England, New York or eastern Canada.

- Additional detail on NH Class I renewable energy, as well as the other classifications of renewable energy covered by the New Hampshire Renewable Portfolio Standard, may be found at:

[https://www.puc.nh.gov/Sustainable%20Energy/Renewable\\_Portfolio\\_Standard\\_Program.htm](https://www.puc.nh.gov/Sustainable%20Energy/Renewable_Portfolio_Standard_Program.htm)

- Additional detail on EPA’s Green Power definition can be found at <https://www.epa.gov/greenpower/what-green-power>.

## **VI. Operation**

The implementation of the Community Power Program requires extensive interaction between the Selectboard, the Consultant, the Energy Committee, the Competitive

Supplier, the electric distribution utility, and the residential electric customers residing in Marlborough.

Following adoption of the Plan by Town Meeting, the key operational steps will be:

- a. Issue a Request for Proposals (RFP) for power supply, select a Competitive Supplier, and provide notice
- b. Implement a comprehensive public information program, including a Customer Notification Letter,
- c. Enroll customers and provide service, including quarterly notifications and annual reporting, and
- d. Plan for program evolution.

These steps are described in the sections below.

### **VI.a. Issue an RFP for power supply, select a Competitive Supplier, and provide notice**

The Consultant, under the oversight of the Selectboard, will solicit bids from leading competitive suppliers, including those currently supplying community power programs in New England and other states. In seeking bids from competitive suppliers, the Consultant may solicit bids for the Town's load individually or, if directed by the Selectboard, as part of a Buying Group with other municipal aggregators. The RFP will require that the supplier satisfy key threshold criteria, including:

- Registration with the New Hampshire Public Utilities Commission (NHPUC)
- Strong financial credentials
- Experience serving the New England competitive market or community power programs (also known as municipal aggregations) in other states
- Demonstrated ability, supported by references, to provide strong customer service
- Demonstrated ability to use Electronic Data Interchange ("EDI") for enrollment of customers with the electric distribution utility or a plan to successfully complete testing required to use the electric distribution utility's EDI prior to the mailing of the Customer Notification Letters.

In addition, suppliers will be required to agree to the substantive terms and conditions of the ESA, including, for example, the requirement to:

- Provide all-requirements power supply at a fixed price
- Allow customers to exit the Program at any time on their next regular meter read with no charge
- Agree to specified customer service standards

- Comply with all requirements of the NHPUC and the electric distribution utility

The RFP will include data on Eligible Customer load and other characteristics provided to the Town by the electric distribution utility pursuant to Puc 2204.02.

Price bids will be solicited from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The Consultant will request bids for a variety of term lengths (e.g. 12, 24, 36 or 48 months) and for power from different sources. The Selectboard, with the advice of the Consultant, will determine the appropriate level of renewable energy to be included with the default product and the optional products based upon their assessment of market conditions and what would be in the best interest of retail electric customers at the time of the solicitation. As noted in **Section V.a.**, all claims of renewable energy use will be substantiated by the supplier obtaining and retiring the appropriate quantity of RECs. Bidders will be required to identify the technology, vintage, and location of the renewable energy generators that are the sources of the RECs. Bidders will also be required to include RECs that have been created and recorded in the New England Power Pool Generation Information System. The Selectboard, with the advice of the Consultant, may seek RECs from a variety of renewable energy sources; may elect to procure from those sources RECs, power or both; and will choose the best combination of environmental benefits and price.

Prior to delivery of the bids, the Selectboard shall set parameters for accepting a bid, including the price, term and characteristics that are appropriate for its constituents. The Selectboard may provide authorization to a designee(s) to select a bid consistent with its approved parameters and with the input of the Consultant.

Whether the Town conducts an individual solicitation or participates in a solicitation with a Buying Group, at the conclusion of the bidding process it will select a price, term and supplier appropriate for its retail electric customers. Participation in the Buying Group shall not require the Town to select the same price, terms or supplier as other members of the Buying Group. If a bid is satisfactory, the Selectboard or their designee(s), shall execute an Electric Service Agreement (“ESA”) with the selected supplier(s). The Town reserves the right to select supplier(s) per customer class (as distinguished in Section III.c. to ensure equitable treatment). If none of the bids is satisfactory, the Selectboard will reject all bids and authorize the Consultant to repeat the solicitation for bids as often as needed until market conditions yield a price that is acceptable.

The Town will provide written notice of its acceptance of a bid and the Program’s date of commencement of service to the Public Utilities Commission, the Office of Consumer Advocate, the Department of Energy as required by Puc 2204.04.

The Program will utilize consolidated billing such that the participating customers

receive a single bill from the electric distribution utility that includes the charges for the Program's electricity supply and all other charges from the electric distribution utility. The Program will confirm this choice of billing service by notifying the electric distribution utility of prior to the enrollment of customers, including providing any applicable Product details required pursuant to Puc 2205.16.

The Consultant, under the oversight of the Selectboard, may provide customers with renewable energy generation source information through a variety of vehicles including the Program page on the Town's web site, content disclosure labels and the Customer Notification Letter.

## **VI.b. Implement comprehensive public information program including Customer Notification Letter**

An Education and Outreach Plan is required to fully inform and educate potential customers and participants in advance of automatic enrollment in the Community Power Program. Customers, including customers with limited English language proficiency and disabilities, must be informed that they would be automatically enrolled in the Program and that they would have the right to opt-out of the Program without penalty. The purpose of the Education and Outreach Plan is to raise awareness and provide retail electric customers with information concerning their opportunities, options and rights for participation in the Program. To facilitate the Education and Outreach Plan, the Program will utilize contact information for retail electric customers provided to the Program by the electric distribution utility pursuant to Puc 2004.03.

The Education and Outreach Plan will be developed and implemented by the Consultant in conjunction with the Town Energy Committee and approved by the Selectboard. Funding for the Plan, as with other administrative costs, is to be supplied by a fee paid from the Competitive Supplier(s) to the Consultant, as specified in the ESA (see section VII below).

The Education and Outreach Plan consists of five components (**see Exhibit II**):

**i. Initial Outreach and Education:** This will be conducted after the selection of a Competitive Supplier and prior to arrival of the Customer Notification Letter. It is intended to promote general awareness of the upcoming program, minimize any questions generated by the arrival of the Customer Notification Letter and maximize recipients' ability to make an informed choice about their participation in the Program. This effort will include information about the goals of the Program, the basic terms and conditions including renewable energy components, and the opt-out process. This effort will also include posting of the Program's product information for residential and small commercial customers on the Department of

Energy's shopping comparison website. Such information will be posted on the website in advance of mailing the Customer Notification Letters.

**ii. Customer Notification Letters:** In addition to the initial outreach and education initiatives, a notice ("Customer Notification Letter") will be mailed to every retail electric customer. The Program will have two versions of this letter, one for Eligible Customers and one for other customers.

The Customer Notification Letter for Eligible Customers will contain a description of the aggregation Program; the implications to the Town; the rights and responsibilities that the participants have under the Program; all details, including all rates, on the products offered by the Program; explain that the customer will be automatically enrolled in the default product unless they choose otherwise and identify the deadline to make such a choice; have instructions for how to not participate (opt out) via web, phone or a pre-addressed envelope and opt-out reply card included with the letter; and instruction for how to enroll in an optional Program product. The opt-out period will last a minimum of 30 days from the date of mailing of the Customer Notification Letters.

The Customer Notification Letter for other customers will, at a minimum, contain a description of the aggregation Program, the implications to the Town, and instructions for how to enroll in any of the Program products if desired.

Prior to the mailing of the Customer Notification Letters, the Program will confirm with the Competitive Supplier and the electric distribution utility that the Competitive Supplier is able to use EDI for enrollment of Default Service customers into the Program.

**iii. Opt-Out Period Education & Outreach:** After the Customer Notification Letters have been sent, further efforts will be undertaken to afford residents and businesses the opportunity to learn more and find answers to key questions relating to their decision to opt out or enroll in one of the optional products of the Program. This will include, at a minimum, a public information meeting within 15 days of the mailing of the Customer Notification Letter.

**iv. Timeline and Preliminary Marketing Plan for Launch:** This component identifies the steps to be taken in marketing the Program including identification of media and other community resources, examples of education and outreach documents, and an expected timeframe for the outreach effort.

**v. Ongoing Outreach & Education:** This component describes the expected outreach and education activities following Program launch. Key elements include:

- Program goals and performance, particularly as they relate to progress towards the Town’s future short- and long- term goals for energy policy.
- On-going campaigns to recruit participation into its optional product(s) that contain more renewable energy than required by law (“Opt up campaigns”). Increasing participation in these products will increase overall renewable energy use; AND
- Promotion and support of the NH Saves energy efficiency program, and future energy efficiency and weatherization programs

The attached Education and Outreach Plan (**Exhibit II**) describes in detail the Town’s anticipated outreach efforts, including a timeline.

### **VI.c. Enroll customers and provide service**

**i. Enroll Customers:** After the conclusion of the opt-out period (i.e. no sooner than 37 days from the date of the postmark of the Customer Notification Letters, which includes 3 days for mailing, 30 days for customer consideration, and 3 days for return of the reply card), the Competitive Supplier will enroll into the Program all retail electric customers on Default Service with the electric distribution utility who did not opt out and any other retail electric customers that have affirmatively requested in writing or through email to be enrolled in the Program. All enrollments and other transactions between the Competitive Supplier and the electric distribution utility will be conducted in compliance with the relevant provisions of New Hampshire Public Utilities Commission regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the New Hampshire Electronic Business Transaction (EBT) standards.

After enrollment of each customer, the Program may receive applicable customer billing information from the electric distribution utility pursuant to Puc 2205.13.

**ii. Provide Service:** Once customers are enrolled, the Program will provide all-requirements power supply service. The Program will also provide ongoing customer service, maintain the Program webpage, and process customer enrollments, ongoing opt outs, and customer selections of optional products. The Program will provide Energy Source Disclosure labels to participants as required by RSA 378:49.

Prior to the expiration of the initial ESA, the Town intends to solicit a new power supply agreement, as described in **Section IX. Method of Terminating and Entering Agreements with Other Entities**. If the Town elects not to enter into a new power supply agreement, participating customers would return to Default

Service as described in **Section XIII. Extensions or Termination of Program.**

Retail electric customers that apply for new service with the electric distribution utility (e.g. new customers that move into the Town or move within the Town), will initially be enrolled in Default Service supply provided by the electric distribution utility. The Program will mail such customers a Customer Notification Letter for Eligible Customers per Section IV.b.ii and enroll such customers that do not opt-out per Section IV.c.i. New customers also may proactively enroll by contacting the Program directly.

The Program will update the information on the Program's products on the Department of Energy's comparison shopping website whenever such information changes.

**iii. Annual Report:** On an annual basis, the Consultant will provide information to the Town Energy Committee as needed to prepare an Annual Report regarding the status of the Community Power Program, including the number of customers enrolled and opting-out, kilowatt-hour usage, customer savings, participation in renewable energy products, and such other information as the Town may request. The information for this report will be prepared by the Consultant, who will assist or lead in compiling the report for presentation to the Selectboard and publication in the Town Annual report.

**iv. Data Portal:** The Community Power Consultant will make available to the Energy Committee a secure, password-protected cloud-based data portal that provides the ability to run reports on key program metrics and performance.

#### **VI.d. Plan for Program evolution**

The Town seeks to continually improve the Program and progress towards its long-term goals. To this end, the Consultant and the Energy Committee will regularly assess new opportunities such as technologies, services, regulatory policy changes, and more for their applicability to the Program. The Consultant will develop appropriate strategies to integrate these opportunities into the Program, and will support the Energy Committee in presenting new opportunities to the Selectboard for their consideration and approval, if amendments to the Plan are needed.

### **VII. Funding**

All of the costs of the Program will be funded through the Electric Services Agreement (ESA.)

The primary cost will be the charges of the Competitive Supplier for the power supply.

These charges will be established through the competitive solicitation for a supplier.

The administrative costs of the Program will be funded through a per kilowatt-hour implementation fee that will be paid by the Competitive Supplier to the Community Power Consultant, as specified in the ESA. This implementation fee will cover the services of the Community Power Consultant, including developing the Community Power Plan, managing the supply procurement, developing and implementing the public education plan, providing customer support, interacting with the electric distribution utility, monitoring the supply contract, and providing ongoing reports.

## **VIII. Rate Setting and Other Costs to Participants**

The Program is offered on an opt-out basis, such that Eligible Customers will be automatically enrolled unless they proactively choose to opt out.

As described above, the power supply charges of the Program will be set through a competitive bidding process and will include the implementation fee and applicable taxes pursuant to the ESA). Prices, terms, and conditions may differ among customer classes, which classes will be the same as the Default Service customer classes of the electric distribution utility. The frequency of price changes will be determined through the competitive bid process. The Town expects to solicit bids for a number of different contract terms. Prices may change as specified in the winning bid and customers will be notified of price changes through media releases and postings on the Community Power Program webpage.

Regulatory events, such as new or altered requirements for the Renewable Portfolio Standard, or new taxes may result in a direct, material increase in costs during the term of the ESA. In such cases, the Town, with the expert advice of the Consultant, and the Competitive Supplier will negotiate a potential change in the Program price subject to the approval of the Selectboard. At least 30 days prior to the implementation of any such change, the Consultant, under the oversight of the Selectboard, will notify customers of the change in price by issuing a media release and posting a notice in Town Hall and on the Program page. With the concurrence of the Selectboard, the Consultant shall also notify the NHPUC Consumer Services and External Affairs Division prior to implementation of any change in the Program price related to a regulatory event or new taxes. Such notice shall be provided prior to notifying customers and will include copies of all media releases, postings on the Town website and any other communications intended to provide to customers regarding the price change.

The Program affects only the electricity supply charges of the customers. Delivery charges will be unchanged and will continue to be charged by the electric distribution utility in accordance with tariffs approved by the NHPUC.

Participants in the Program will receive one bill from the electric distribution utility that includes both the power supply charge of the Competitive Supplier and the delivery charge of the electric distribution utility. Any applicable taxes will be billed as part of the Program's power supply charge.

Participants in the Program will be able to opt-out of the Program and transfer to Default Service with the electric distribution utility or to another Competitive Supplier. Such requests submitted to the Program will be submitted by the Competitive Supplier to the electric distribution utility for processing on the customer's next available regular meter read date. There shall be no penalty or exit fee for such transfer. Customers requesting transfer of supply service upon dates other than on the next available regular meter reading date may be charged an off-cycle meter reading and billing charge if such a service is available from the electric distribution utility.

## **IX. Method of Entering and Terminating Agreements with Other Entities**

The process for entering, modifying, enforcing, and terminating all agreements associated with the Plan will comply with the municipal charter, federal and state law and rules and regulations, and the provisions of the relevant agreement.

The Town plans to use the same process described in **Section IV.a.** of this Plan to solicit bids and enter into any subsequent ESAs with the assistance of its then-current Community Power Consultant. Customers will be notified of subsequent ESAs through press releases and public notices. The transfer of customers from the existing supplier to the new supplier will be coordinated with the electric distribution utility using established Electronic Data Interchange (EDI) protocols.

If the Town determines that it requires the services of a Community Power Consultant after expiration of the existing agreement with GE/SP, it will evaluate opportunities to solicit a Community Power Consultant individually or as part of a group of municipalities aggregating the electric load of their respective customers. The Selectboard will solicit proposals for, and evaluate, potential Community Power Consultants using a competitive procurement process or alternative procedure which the Town determines to be in the best interest of its customers and consistent with all applicable local, state and federal laws and regulations.

## **X. Rights and Responsibilities of Program Participants**

All participants will have the right to opt out of the Program at any time without charge. They may exercise this right by any of the following: 1) calling the toll-free number of

the Competitive Supplier; 2) contacting the electric distribution utility and asking to be returned to Default Service; or 3) enrolling with another competitive supplier.

All participants will have available to them the customer protection provisions of the law and regulations of New Hampshire, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the Town, the Community Power Consultant, the Competitive Supplier, the electric distribution utility and the NHPUC. As appropriate, the Town and the Community Power Consultant will direct customer complaints to the Competitive Supplier, the electric distribution utility or the NHPUC.

Participants will continue to be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations. Participants are responsible for requesting any exemption from the collection of any applicable taxes and must provide appropriate documentation of such exemption to the Competitive Supplier.

## **XI. Net Metering Compensation**

In accordance with RSA 362-A:9, II, the Program may determine the terms and conditions for net metering. In order to support the development of distributed energy resources within Marlborough, the Program will seek to offer net metering terms and conditions - for standard, alternative and group net metering - equal to or better than that provided on Default Service. To this end, the Program will evaluate the net metering terms and conditions offered by competitive suppliers as part of the procurement and bid selection process.

To ensure net metering customers can make a fully informed decision on their participation in the Program, the Program will tailor all education and outreach materials to clearly communicate any and all differences between the net metering value and operation provided by the Program and Default Service.

Additionally, the Program will evaluate how any proposed or implemented changes to the utility metering or billing infrastructure may create new opportunities to enhance the net metering benefits.

## **XII. Electric Assistance Program and Other Discounts**

The New Hampshire Electric Assistance Program (EAP) provides qualifying customers with a discount on their monthly electric bill. The New Hampshire Legislature authorized funding for this statewide program as part of electric utility deregulation. All electric utility ratepayers support the statewide EAP through the System Benefits Charge (SBC) portion of their electric bill.

The EAP for income-eligible customers that may qualify for a discount off their monthly electric bill would continue for participants in the Program. The level of discount depends on household income, household size and electricity usage.

The EAP discount does apply to the Supplier Services portion of an electric bill when a customer chooses an independent supplier for their electricity needs. The participants in the Program who are enrolled in the EAP will receive their discounts by the same method they presently receive their discount. Participation in the Program is independent of enrollment in the EAP and does not impact the EAP discount.

Other discount programs administered by Community Action Programs that address the needs of low-income residents would continue for participants in the Program.

### **XIII. Extensions or Termination of Program**

Prior to the end of the term of the initial ESA, the Town will solicit bids for a new supply agreement and plans to continue the Program with the same or new competitive supplier.

Although the Town is not contemplating a termination date, the Program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Town, via a majority vote of those present and voting at Town Meeting, to dissolve the Program effective on the end date of the existing ESA. In the event of termination, customers would return to the Default Service of the electric distribution utility, unless they choose an alternative competitive supplier. The Town will notify customers of a planned termination of the Program through media releases and postings on the Program page of the Town's website.

The Town will notify the electric distribution utility of the planned termination or extension of the Program in writing. In particular, the Town will provide the electric distribution utility notice: (1) 90 days prior to a planned termination of the Program; (2) 90 days prior to the end of the anticipated term of the ESA; and (3) four business-days after the successful negotiation of a new electric service agreement. The Town will also provide written notice to the Public Utility Commission 90 days prior to a planned termination. Notice shall include copies of all media releases, Town Hall and Program page postings and other communications the Town intends to provide customers regarding the termination of the Program and the return of participants to Default Service. The Town will also provide written notice 90 days prior to a planned termination to the Office of the Consumer Advocate and the New Hampshire Department of Energy.

In the event of unplanned termination of the Program because that the Program can no

longer provide service to its customers, the Program shall provide immediate written notice to the Public Utilities Commission describing the market suspension or other event that caused the Program to no longer be able to provide service, the effective time of the inability to provide service, and the notice provided to customers of the timing and consequences of the cessation of the Program's service. The Program shall file a copy of such notice at the same time to the office of the Office of the Consumer Advocate, the Department of Energy, and the electric distribution utility.

In the event of the termination of the Program, it is the responsibility and requirement of the Competitive Supplier to return the customers to Default Service of the electric distribution utility in accordance with the then applicable EDI rules and procedures.

#### **XIV. Aggregating Municipalities & Buying Group**

Participating in a buying group may offer the potential for the Town to expand its buying power for greater economies of scale, and to support other municipalities to access the benefits for Community Power and promote regional sustainability. Marlborough will evaluate opportunities for such a buying group before issuing a bid for competitive supply. See **Section VI.a. Issue an RFP for Power Supply and Select a Competitive Supplier** for details on the implementation of a buying group.

Additionally, the Town reserves its right, in accordance with RSA 53-E:6, I, to join with other municipalities or counties for its Community Power Plan and implementing its Community Power Program. Any changes to the Community Power Plan must be reviewed and approved by the Selectboard.

#### **XV. Promoting Energy Efficiency**

In addition to supporting cost-competitive and cleaner electricity, the Town seeks to leverage the Community Power Program to help reduce energy use. This will initially take the form of cross-promoting awareness of efficiency programs through the Program's education and outreach. The Program will also evaluate opportunities for more direct support of energy efficiency.

Promotional education will focus on existing energy efficiency and conservation programs, such as New Hampshire's Weatherization Assistance Program for low-income households and the New Hampshire Saves (NHSaves) program, which provides customers with information, incentives and support designed to save energy, reduce costs, and protect our environment statewide. If and when additional energy efficiency and conservation programs or initiatives become available, the Program will evaluate how to incorporate them into its promotional outreach and education.

## XVI. Planned Schedule

The planned schedule below is presented for illustrative purposes. The final schedule will be established once the Program has received all necessary approvals, and will ensure compliance with the all required notification timelines prior to Program commencement.

Day	Action or Event
1	Issue RFP for Competitive Supplier
31	ESA executed between Town and Competitive Supplier. Provide required notifications to NHPUC, Department of Energy, Office of the Consumer Advocate, and the electric distribution utility
34	Competitive Supplier receives retail electric customer mailing data from the Program
48	Competitive Supplier, at its expense, mails Customer Notification Letters to all retail electric customers, identifying the return date by which the reply card envelopes for Eligible Customers must be mailed and postmarked
51	Retail electric customers receive Customer Notification Letters in the mail
81	Return date by which Eligible Customers deciding to opt-out must mail a reply card in a pre-paid envelope to the Competitive Supplier
85	Competitive Supplier removes all Eligible Customers who opt out from the Eligible Customer list
85	Competitive Supplier sends “supplier enrolls customer” EDI for all Eligible Customers that did not opt-out and any other customers that affirmatively elected to opt-in to the Program
90	Service begins as of each customer's next meter read date

## XVII. Conclusion

Marlborough’s Community Power Program meets all of the requirements of the Community Power law, including providing universal access, a reliable power supply and treating all customer classes equitably. The Town looks forward to launching the Program and pursuing the benefits of a competitive power supply, renewable energy, and electricity choice for its retail electric customers.

## Exhibit I - Historical Overview

### 1. Creation of Community Power Committee

The Marlborough Board of Selectmen voted to form an Electric Aggregation (Community Power) Committee on May 6th, 2021:

**Marlborough Selectmen's Meeting Minutes**

**May 6th, 2021**

**Excerpt from Approved Minutes:**

*Selectman Pitt moved and Selectman Nelson seconded a motion to establish the Electric Aggregation Committee in accordance with NH RSA 53-E:6 and further to appoint Marge Shepardson, Jerry Burns, Jeannie Butler, Ted Mead and Chana Robbins members, roll call vote Chairman Paight – yes and Selectman Pitt – yes and Selectman Nelson – yes, motion passed.*

### 2. Creation of a Draft Plan with public input

The Committee was commissioned by the Selectboard May 6th, 2021, and their first meeting was July 6th. The Committee collected information on Community Power and met with representatives of the two main energy aggregation agencies: the Community Power Coalition of New Hampshire, which was formed October 1st, 2021 by a group of cities and towns for the purposes of securing shared Community Power services; and the consulting team of Standard Power and Good Energy. Standard Power is the Town's municipal energy broker and provider of renewable energy net metering benefits since 2013. Good Energy provides Community Power (also called municipal aggregation) services in New England since 2015 and nationally for over a decade. Standard Power and Good Energy are the Community Power consulting team for neighboring Keene and Swanzey.

The Committee recommended that the Selectboard engage Standard Power and Good Energy as Consultant. The town signed a non-binding Memorandum of Understanding at no cost to the town to allow the Committee to work with the Consultant in developing the draft Community Power Plan.

The Committee released a Community Power survey to get input on the community goals for the Plan. The Marlborough Community Power survey was available online beginning October 29th, 2021 and published in the Monadnock Shopper News on November 3rd. A total of 65 responses were received before the deadline, 10 returned from the print survey and the rest were completed online. Full survey results are available in Exhibit III.<sup>3</sup>

The Community Power Committee held a public information session on November 22nd at 7pm at Marlborough Elementary School to answer questions and receive public input.

---

<sup>3</sup> Additional survey responses were returned to the Town Hall after the deadline and up until January 2nd, 2022. These were reviewed and found to be consistent with earlier results. Total participation including late responses was 73 responses, 18 paper responses and 55 online.

Outreach for the survey and informational meeting included the creation of a facebook page and event, public notifications and notices in local newspapers and calendars, posting and email distribution of a flier, as well as the print survey and associated article in the Monadnock Shopper News. Committee chair Marge Shepardson was interviewed about the program on local radio station WKBK's morning program. Committee members handed out dozens of flyers and answered questions at the Recycling Center (RTC) on Friday November 12th, and Saturday November 13th.

The Consultant provided a first draft of a Community Power Plan to the Committee for review at the November 16th Committee meeting. Survey results, input from the public information session, and input from the Committee were added to the draft, and a new draft was approved as amended for public review at the Committee meeting December 7th.

### **Draft Plan: Public Hearings & Comments**

The Draft Plan was posted on the Community Power page of the Town website on December 29th for public review and comment. Two public hearings were held January 10th, 2022, at noon at Town Hall and online by zoom, and at 7pm in person at Marlborough school. A detailed press release was issued, and picked up in an article with photo by the Keene Sentinel December 29th. The Town Community Power Committee web page was updated with a voter information sheet, an informational poster for the hearings, and hearing notices were shared in local newsletters, to email contacts, and on social media including the Marlborough Alumni Association. Hearing notices were posted and distributed around town and at the Town Hall, Post Office and School. Calendar notices were submitted to local print and online calendars.

### **3. Approval of Plan by Community Power Committee**

Following the public hearings, the Committee prepared a final draft Plan to approve. The Committee updated its mission statement and revised the product section of the Plan to more clearly state how products will be chosen to meet community goals of cost savings and increasing renewable energy toward 100%, as indicated strongly in the community survey and subsequent public input. The Committee voted to approve the Plan on February 22nd, and submitted it to the Board of Selectmen on February 23rd, 2022.

### **4. Adoption of Plan by Selectboard and Town Meeting**

The Marlborough Board of Selectmen voted to approve the Community Power Plan on March 2nd, 2022. Committee members attended the Annual Town meeting March 8, 2022 at 7pm to present Community Power and answer questions as needed. Majority vote in the affirmative was received for Article 16: Community Power, and the Plan was adopted:

Article 16: Community Power To see if the Town will vote to adopt the Marlborough Community Power Plan, which authorizes the Board of Selectmen to develop and implement Marlborough Community Power as described therein. Recommended by the Board of Selectmen (Majority vote required, passed.)

**5. Submission of Final Plan to Public Utilities Commission**

The Plan was amended to comply with final Community Power rules, including adding a fourth exhibit governing customer data protection. The amendments were reviewed by the Board of Selectmen and approved on November 2, 2022, and the Plan was submitted to the PUC and all required parties on November 2, 2022.

## **Exhibit II - Education & Outreach Plan**

This Exhibit refers to outreach following the selection of a competitive supplier and prior to Program implementation.

### **1. Initial Outreach and Education**

The initial outreach and education will provide a description of the Program for retail electric customers and will be conducted via traditional print and TV channels, social media, the dedicated Community Power Program page on the Town's website, public presentations and personal communications to inform retail electric customers about the Program and will include a toll-free number. This effort will provide specific information about the Program and increase public awareness of the goals of the Program and the upcoming opt-out notification process.

#### **1.1 Media Outreach**

Prior to the launch of the Program, the Consultant, under the oversight of the Selectboard, will initiate media outreach that may include the use of local cable television shows, newspapers and social media to provide greater public education and to describe the Program, the opt-out process, the informational Program page, and the toll-free telephone number. Outreach may also include public service announcements (PSAs), scheduling interviews of Program spokespersons with local media outlets and securing a positive media presence.

A news release may be distributed to help achieve the aforementioned goals. Follow-up news releases may be used to update the media on the status of the progress of the Program.

#### **1.2 Notices and Public Postings**

Brochures/flyers will be distributed in Town offices describing the Program, the opt-out process and the toll-free telephone number in order to further reinforce the Program's details. Brochures/flyers may be placed in key gathering areas or buildings (e.g. library, post office, etc.) which will create the necessary repetition of messages required to motivate customer action and build awareness and understanding.

#### **1.3 Customer Service**

The Competitive Supplier will maintain a toll-free telephone number to address retail electric customers' questions regarding the Program, deregulation, the opt-out process, price information and other issues that may arise.

#### **1.4 Community Power Program page on the Town's website**

A dedicated Community Power Program page on the Town's website will be maintained to provide and coordinate customer communications and services. All information regarding the Program will be posted on the Program page including the toll-free number,

forms for enrollment, changing products and opting-out, and links to the websites of Eversource, the electric distribution utility, the New Hampshire Public Utilities Commission (NHPUC), the Competitive Supplier, and the Consultant for related information and services.

### **1.5 Public Presentations**

Presentations will be provided as needed to municipal officials and to interested community groups.

### **1.6 Outreach to Persons with Limited English Proficiency or Disabilities**

The Program will be consistent with Town policies to provide access to Program materials for all Eligible Customers. Materials will be provided in English, and translation of materials will be provided as such needs are identified to reach communities with limited English proficiency. Outreach efforts will be communicated in print and audio formats to provide access to both the hearing and visually impaired. The Program will also work with local organizations on accessibility issues as needed, see Section 4.D below.

## **2. Customer Notification Letter**

The Customer Notification Letters will be sent via standard mail to the billing address of each retail electric customer per Section IV.b.ii of the Plan. The Program will have two versions of this letter, one for Eligible Customers and one for other customers. The Competitive Supplier shall bear all expenses regarding the Customer Notification Letters.

### **2.1 Customer Notification Letter for Eligible Customers**

Per Section III.b of the Plan, all retail electric customers receiving Default Service supply will be eligible for automatic enrollment in the Program (“Eligible Customers”). The notification envelope will be designed to appear as an official Town communication and it will be clearly marked as containing time sensitive information related to the Program. The notification will contain a letter describing the Program. The letter will inform Eligible Customers:

- a) about the Program, implications to the Town, and provide information regarding participation and participants responsibilities and rights;
- b) that they have the right to opt-out of the Program without penalty;
- c) of all charges, prominently stated, with a comparison of price and primary terms of the Competitive Supplier and the current Default Service offering;
- d) that any savings under the Program compared to Default Service cannot be guaranteed because the Default Service rate is subject to changes
- e) about the opt-out process; and
- f) in languages other than English for appropriate customer groups (i.e. toll-free

telephone number).

The letter will also contain an opt-out reply card with a simple check off and signature line for Eligible Customers who do not wish to participate. The envelope will be pre-stamped for return of the opt-out reply card in order to protect customer privacy.

Eligible customers will have 33 days from the date of the mailing to mail back the opt-out card in a pre-addressed postage-paid envelope and the customer notification shall identify the specific date by which the envelopes containing the opt-out card must be postmarked. Automatic enrollment of customers will not start until three days after the date specified for the postmark of the return envelopes to allow for receipt of the opt-out cards prior to the start of automatic enrollments. New Eligible Customers will be enrolled in the Program in accordance with applicable Local Distributor Company rules. Upon initiation of service, these new Eligible Customers will receive the same customer information as all other Eligible Customers.

## **2.2 Customer Notification Letter for Other Customers**

The Customer Notification Letter for other customers will, at a minimum, contain a description of the aggregation Program, the implications to the Town, and instructions for how to enroll in any of the Program products if desired.

## **3. Opt-Out Period Education & Outreach**

After the Customer Notification Letters have been sent, the Consultant and Energy Committee, under the oversight of the Selectboard, will continue its education and outreach to afford residents and businesses the opportunity to learn more and find answers to key questions relating to their decision to opt out or enroll in one of the optional products of the Program. This process will include, at a minimum, a public information meeting within 15 days of the mailing of the Customer Notification Letter. It will also include a similar range of outreach activities as enumerated in section 1.1 to 1.6.

## **4. Timeline and Preliminary Marketing Plan for Launch**

The timeline and preliminary marketing plan identifies the steps the Town may take to inform the community about the Program, as described in Sections 1 through 3 of Exhibit II. The schedule is designed to work towards the estimated date when the Customer Notification Letter is scheduled to arrive in customer mailboxes. The dates may be adjusted to ensure compliance with the minimum written notification timelines for the date of commencement of service to the Public Utilities Commission, the Office of Consumer Advocate, and the Department of Energy per Puc 2204.04.

The costs of the Education and Outreach Plan will be handled by the Community Power Consultant, and implementation will be shared by the Consultant and the Energy Committee, under the direction of the Town.

Proposed Timeline:		
Action	Days before*	Days after*
A. Update Program page and shopping comparison websites	15	Ongoing
B. Work with local media resources	15	30
C. Active social media outreach	15	30
D. Presentations	15	30
E. Distribute marketing materials	15	30
F. Customer help line	15	Ongoing
G. Mail postcard to Eligible Customers	5	-
H. Customer Notification Letter arrives	0	0
*From estimated date Customer Notification Letter arrives in customer mailboxes		

**A. Program page and shopping comparison website update:**

Timeframe: A dedicated Community Power Program page on the Town's website will be maintained by the Program to provide all customer communications and services starting on or before 15 days before the estimated date that the Customer Notification Letter arrives in customer mailboxes.

The Program page will be maintained on the Town's website. After executing an ESA, the Program will update the Program page with a description of the Program and its products, the implications to the Town, and the rights and responsibilities that the participants will have under the Program.

The shopping comparison website is maintained by the Department of Energy to enable consumers to shop for electricity supply products. The Program will post its product information for residential and small commercial customers on the shopping comparison website. Such information will be posted on the website in advance of mailing the Customer Notification Letters.

**B. Work with local media resources:**

Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Letter arrives.

Area Newspapers: The Energy Committee will work with the Consultant and area print and online newspapers to disseminate accurate and timely information about the Program. As part of this targeted outreach to these papers, a meeting may be initiated with the editorial board to establish a good foundation for continued dialogue over the course of the contract. Other newspaper outlets may include other local publications.

- These papers include: The Keene Sentinel, the Monadnock Shopper News, and the New Hampshire Union Leader.

Television and Radio: The Energy Committee, with the assistance of the Consultant, may record interviews about the Program and PSAs for upcoming meetings and local broadcast, as available. Develop press releases to send to TV stations, possibly including WMUR, and radio stations, including WKBK and NHPR.

Interviews: Develop Q&A Scripts and prepare the Energy Committee for interviews.

### **C. Active Social Media Outreach**

Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Letter arrives.

Boost traditional media coverage on social media platforms, with the goal of driving traffic to the dedicated Program page of the Town's website.

In concert with the Town, the Consultant will develop a campaign of planned Facebook posts, timed to coincide with important milestones in order to keep ratepayers informed, particularly those that may not interact with traditional media on a regular basis. Draft content and graphics to accompany the posts, to be made by the Energy Committee.

- These accounts may include: Marlborough Community Power Facebook page and the Marlborough Bulletin (marlboroughnhbulletin@gmail.com).

Monitor various channels such as Facebook for relevant conversations and questions about the Program. Draft responses to comments and questions and utilize social media as a critical tool in engaging with members of the community.

Identify key social media influencers in the Town, including lawmakers, advocates and reporters. Develop a spreadsheet of the email addresses and reach out to them to keep them informed about the Program.

### **D. Public Presentation**

Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Letter arrives. This will include, as required in RSA 53:E-7, a public information meeting within 15 days of the mailing of the Customer Notification Letter.

Local Groups: Connect with local groups and associations to see if representatives of the Town can participate in an upcoming meeting or offer to host a dedicated event. Seek

their assistance in identifying how to best connect with customers with limited-English capabilities or disabilities that may prevent them from accessing Program information.

- Example groups include: neighborhood associations, social service agencies, Business Focus Groups, and the Lions Club.

Reaching the business community is also important. Presenting to the Chamber of Commerce can start this dialogue and lead to additional outreach to and connection with businesses.

*Selectboard Meetings:* Present or provide materials for the *Selectboard* meetings and any constituent meeting they may have.

#### **E. Distribute marketing materials**

Timeframe: 15 days before to 30 days after the estimated date that the customer Notification Letter arrives.

Many groups may have a natural interest in promoting awareness about the Program and can be provided with electronic and hard-copy materials with reference information for the Program.

Distribute materials to key locations such as Municipal Offices and Public Library.

#### **F. Customer Help Line**

Timeframe: 15 days before the estimated date that the Customer Notification Letter arrives and ongoing thereafter.

Establish customer helplines with the Competitive Supplier and Community Power Consultant to answer customer inquiries.

#### **G. Mail Postcard to Eligible Customers**

Timeframe: 5 days before the estimated date that the Customer Notification Letter arrives.

*Post Card:* Send out prior to the Customer Notification Letter. Establishes that there is a community-sponsored Program and increases the likelihood that recipient engages with the more detailed Customer Notification Letter.

#### **H. Customer Notification Letters arrive**

Sent to all retail electricity customers. See Section 2 for details.

### **5. Ongoing Outreach and Education**

The Energy Committee intends to continue outreach and education for customers after enrollment in the Program. The costs and implementation will be handled by the

Community Power Consultant, under the direction of the Town. These efforts will include:

- **Program impact:** Key metrics relating to cost performance, renewable energy purchases and Program enrollment. Particularly as the Program accomplishments relate to progress towards the Town's ambitious short- and long- term goals for renewable energy and greenhouse gas emission reduction. This will also include the Energy Source Disclosure labels for the electricity supply;
- **Opt up campaigns:** On-going campaigns to recruit participation into its optional product(s) that contain more renewable energy than required by law ("Opt up campaigns"). Increasing participation in these products will serve the Town's goals to expand new renewable energy and reduce greenhouse gas emissions;
- **Customer awareness:** Rights and procedures for Program participants; contact information for customer inquiries, responses to frequently asked questions, and details regarding the Program's electric supply and renewable attributes.
- **Public input:** As the Program considers changes to further its progress toward a 100% renewable future and other goals, the Town, working through the Consultant, will manage outreach to solicit input and feedback from the community.
- **Program changes and evolution:** Any changes in offerings and prices will be posted on the Community Power Program page on the Town's website.

The Program will utilize similar mediums for on-going education and outreach as for the initial launch education and outreach, including but not limited to: social media, traditional media, in-person meetings and presentations, outreach to local groups, video, and mail.

Translation of all materials will be provided as necessary to reach communities with limited English proficiency.

## Exhibit III. Marlborough Community Power Survey

The Marlborough Community Power Survey was made available on the Community Power page of the Town's website beginning October 28th, 2021, and was published in the Monadnock Shopper News on December 3<sup>rd</sup>. 66 responses were received before the published deadline, November 17<sup>th</sup>. Responses were compiled by the consulting team Standard Power and Good Energy, and are reported here, with implications for next steps for a Community Power Program.

### Marlborough Community Power Survey

This survey was created by the Marlborough Community Power Committee to assess the needs and interests of the community to design our own Community Power program. Community Power allows towns to choose where their electricity comes from on behalf of residents and businesses with the goal of reducing electric bills and increasing independence and energy options. The survey should take about 10 minutes to complete and all responses are anonymous. For more information, please visit the Community Power Committee page on the Town's website: [MarlboroughNH.org/community-power-committee](http://MarlboroughNH.org/community-power-committee). You may complete the survey online at [surveymonkey.com/r/MarlboroughCP](https://surveymonkey.com/r/MarlboroughCP)

**\*1. Is your HOME or BUSINESS located in Marlborough? If both, please complete the survey as a resident first, then complete a separate survey for your business.**

☐ Home ☐ Business

#### Electricity Supply

Eversource is our electric utility, providing emergency services, poles and wires and billing services. This will not change with Community Power. Eversource also provides default electricity supply for most of our community members. This will change with Community Power, but you will always have the choice to stay with Eversource supply.

**\*2. Who is your electricity supplier? Check your electric bill to see who is your electricity supplier.**

☐ Eversource ☐ I don't know ☐ Other /third party supplier

**\*3. Why did you stay with Eversource? Select all that apply.**

☐ I didn't know I had a choice  
☐ I see no need to switch  
☐ I tried, but I could not find good rates  
☐ Other \_\_\_\_\_

**\*4. Why did you choose a supplier other than Eversource? Select all that apply.**

☐ More renewable content  
☐ Better rate  
☐ Other \_\_\_\_\_

**\*5. Do you have solar panels?** ☐ Yes ☐ No

**\*6. What do you want the Community Power program to bring to Marlborough? Check all that apply:**

☐ Local control of electricity costs  
☐ Lower energy bills  
☐ Increased renewable energy, including local sources  
☐ Consumer protections  
☐ Local jobs  
☐ Increased knowledge about energy & how to reduce costs  
☐ Other \_\_\_\_\_

**\*7. Are you interested in adding extra renewable energy in our electricity supply?**

☐ I would like extra renewable energy, if I can still pay about the same I pay today;  
☐ I would like extra renewable energy and I am willing to pay a little more than I pay today;  
☐ I would like all (100%) renewable energy and I am willing to pay more;  
☐ No, I would not like more renewable energy.

**\*8. Keene and Peterborough have both passed resolutions to achieve 100% renewable electricity by 2030. Do you support this resolution for Marlborough?**

☐ Yes ☐ No ☐ I don't know

**\*9. How do you prefer to receive updates about the program? Check all that apply.**

☐ Mail  
☐ Email: \_\_\_\_\_  
☐ Town website / Facebook  
☐ Keene Sentinel, Monadnock Shopper News  
☐ Other: \_\_\_\_\_

**Energy Efficiency**

Community Power programs can reduce energy costs and emissions. Another really important way to achieve those benefits is energy efficiency.

**\*10. Have you implemented any of the following energy efficiency steps at your home or business (check all that apply):**

☐ Performed an energy audit  
☐ Improve insulation  
☐ Purchase energy efficient appliances  
☐ Install LED light bulbs  
☐ Install energy efficient windows  
☐ Install a programmable thermostat  
☐ Other: \_\_\_\_\_  
☐ None of the above

**Tell Us About Yourself**

To help us ensure a diversity of perspectives that reflects our entire community, please provide the following information. All responses are anonymous.

**11. Do you** ☐ Own? ☐ Rent?

**12. Which best matches your age?**



☐ Under 18  
☐ 18-40  
☐ 41-65  
☐ 66+

**13. Which best matches your household income level?**

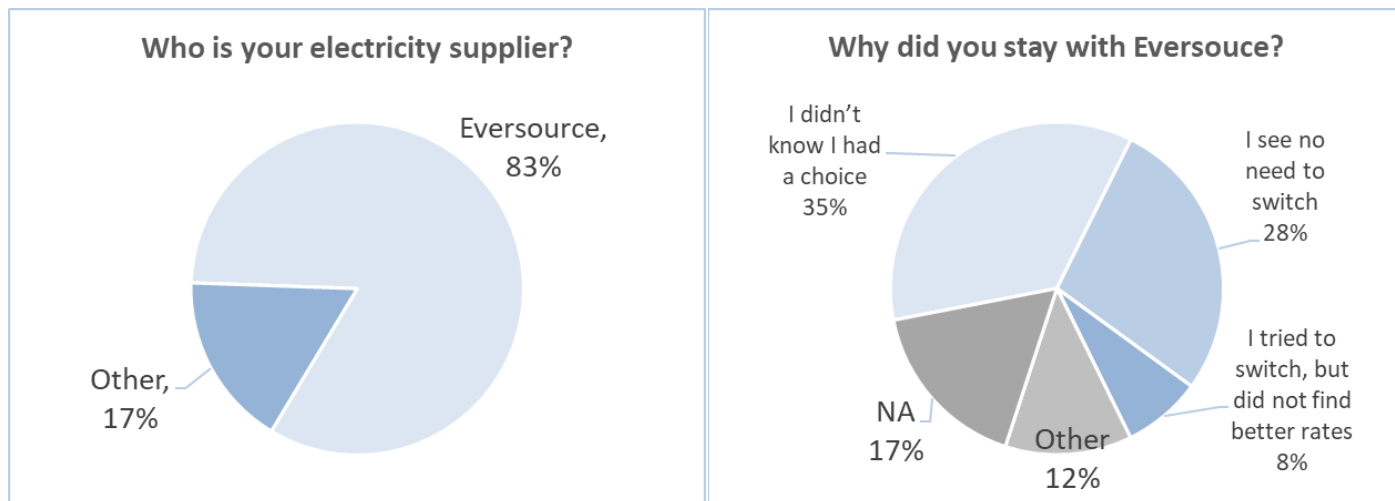
☐ Under \$50,000  
☐ \$50,000 to \$99,000  
☐ 100,000+

**Return the completed survey to**

Town of Marlborough - Community Power  
P.O. Box 487  
Marlborough, NH 03455

GoodEnergy:  Learn about Community Power programs at [cp.standardpower.com](http://cp.standardpower.com) 

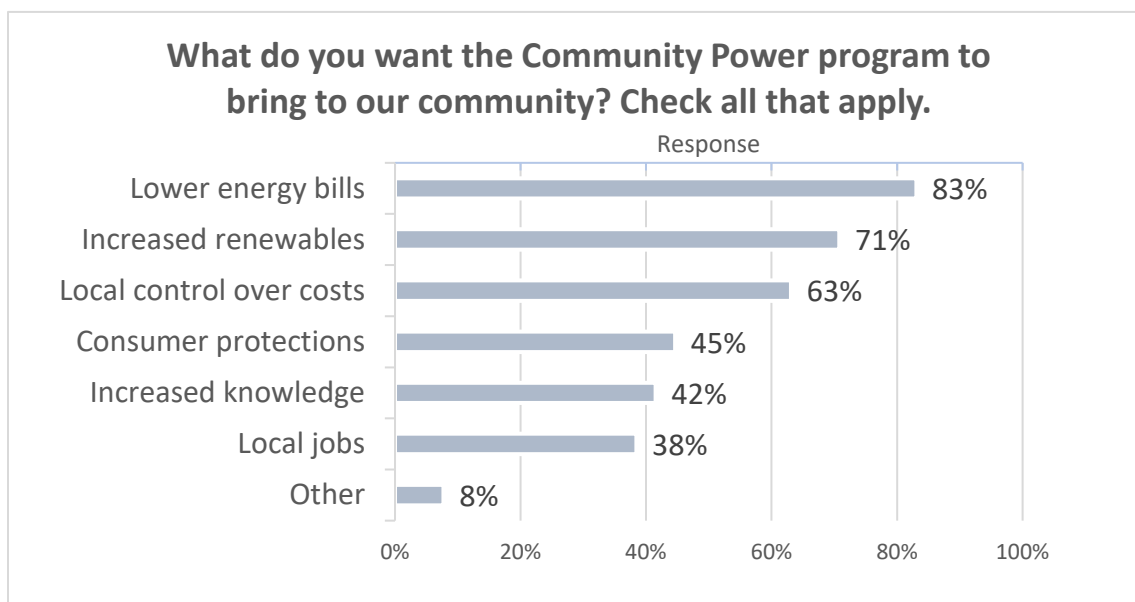
Questions 1 to 5 of the survey asked about the electricity supply of Marlborough residents and businesses. Of the responses, 63 were residential customers and 2 were businesses. The majority of respondents were served by Eversource default electricity supply, 83%, with 17% on competitive electric supply. One third of respondents said they didn't know they had a choice of supplier, and 28% saw no reason to look for an alternative. Of the 11 respondents that chose a competitive supplier, six did so for a better rate, and five wanted more renewable energy than the utility default. Seven respondents, or 11%, produce at least a portion of their own electricity using onsite solar panels.



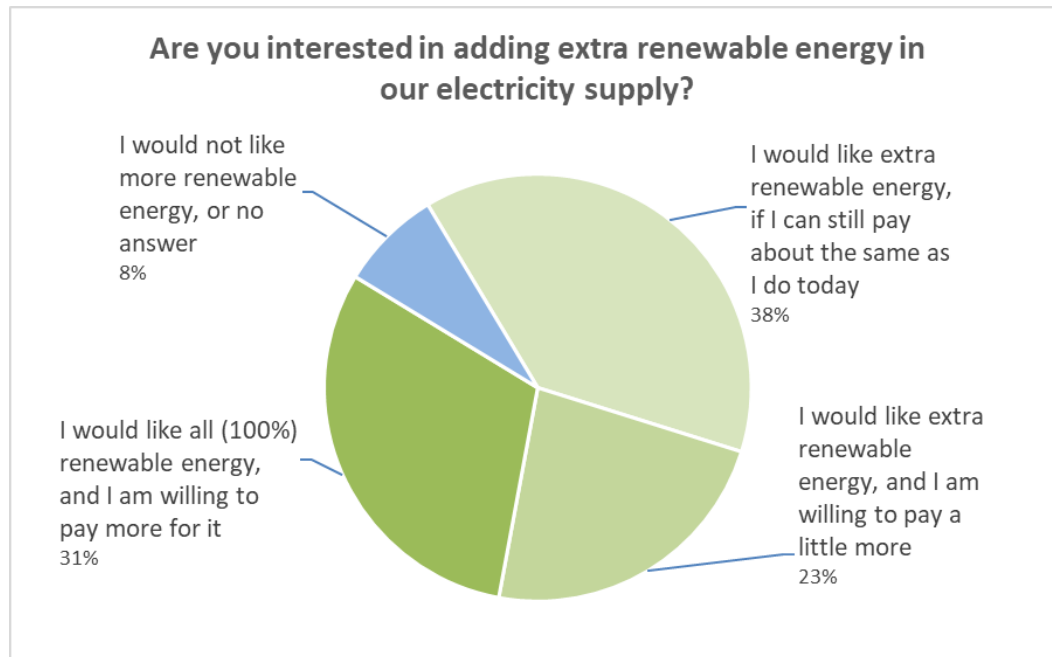
#### Why did you stay with Eversource? (Other):

- I previously had another company and Eversource was better
- I was turned off by some of the sales pitches from other sources
- (I've) been waiting for community aggregation
- I haven't looked at options recently
- Dependability
- Cost

**Questions 6** asked about current community knowledge and support for the benefits and goals of Community Power. Support was expressed for each goal, with the strongest support for lower energy bills, increased renewable energy and local control. Marlborough Community Power will increase community knowledge of how a Community Power Program supports each of these benefits.



**Question 7** asked about community support for renewable energy in electricity supply above the state minimum, or Renewable Portfolio Standard (RPS), which is currently 21.6% of all electricity consumed in New Hampshire and scheduled to level off at 25% in 2025. The response was very strongly in support for renewable energy. Adding the green slices of the following pie chart together, 92% of respondents supported extra renewables in their energy supply, and 54% said they were willing to pay more for it. 8% responded they did not want more renewable energy. One person did not answer the question.



The results of Question 7 support the creation of a Community Power program with a default option that has extra renewable energy and is also competitive with the utility default for cost. The default is the option most customers choose and/or are automatically enrolled into by not choosing another option.

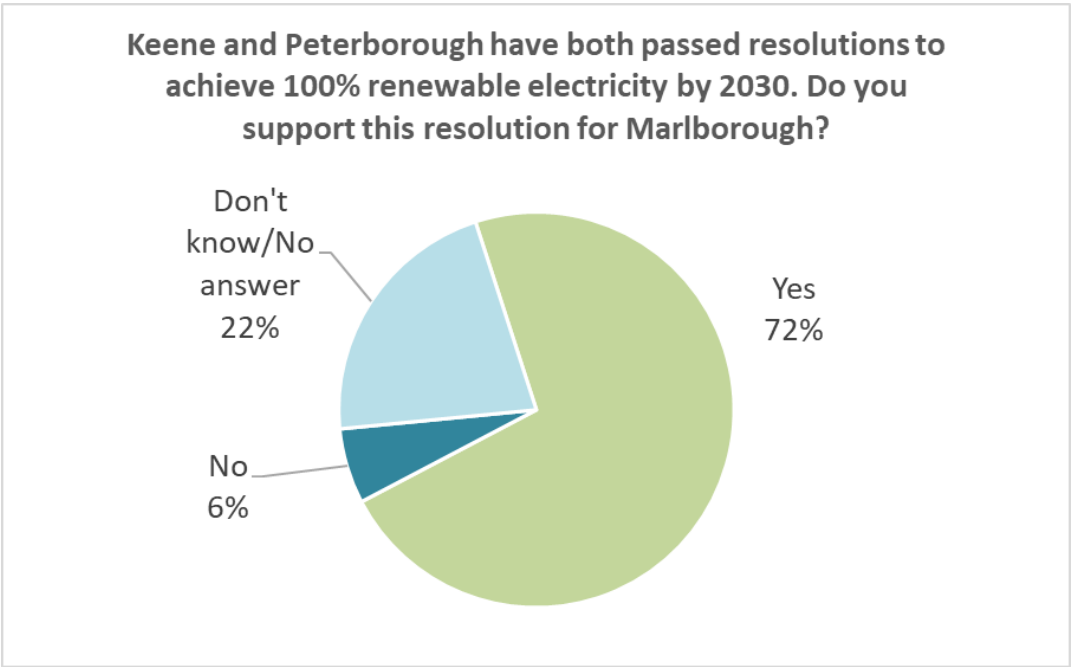
The responses to Questions 6 and 7 also strongly support 2-3 optional products, a lowest cost option and additional renewable options including 100%. The lowest cost option meets the needs of community members who need maximum cost savings and/or feel that the current RPS is sufficient renewable energy. An option with 100% renewable energy supports the choice of almost one third of survey respondents. While community survey results do not guarantee program results, these are attractive choices for Marlborough community members.

Renewable product choices have an additional benefit, contributing significantly to the Town's goal of sustainability. The more renewable products chosen by individual customers, including the renewable default, the higher the Program's overall impact on sustainability. The increase is significant even for the default, and grows dramatically with the uptake of opt up renewable products by individual customers.<sup>1</sup>

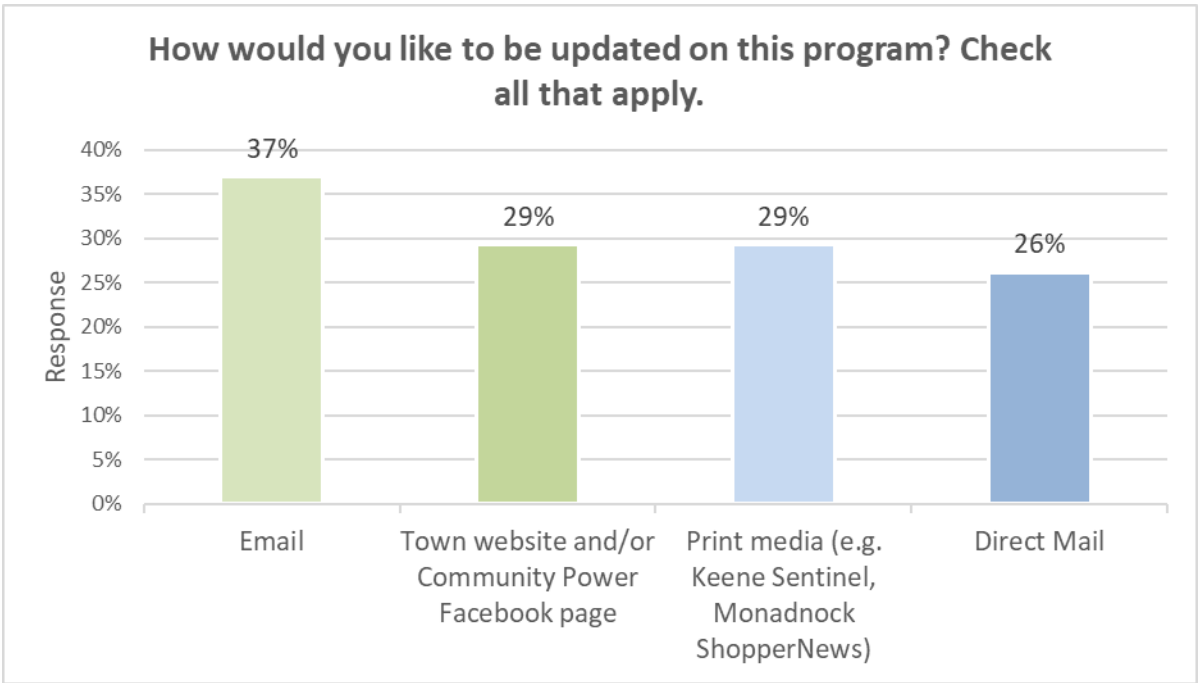
---

<sup>1</sup> The sustainability benefits accrue quickly. 5-10% extra renewables in the default increase the renewables in the default supply by almost 25-50%, from the RPS of 21.6% to 26.6% or 31.6%. The impact is even more dramatic for 100% customers, whose impact is 10-20 times that of the default customer. Stated another way, one person opting up to 100% offsets the choice of 10-20 people who opt for the least-cost option with no additional renewables.

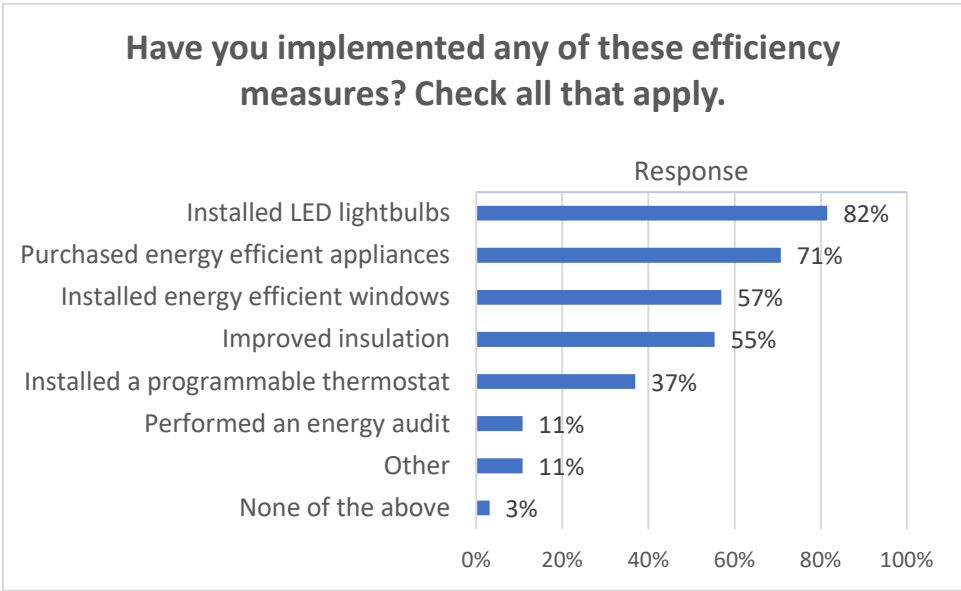
**Question 8** was included at the request of the Marlborough Community Power Committee to gauge preliminary support for a Town-wide goal for 100% renewable energy. This type of resolution is decided independently of a Community Power program, but the survey response indicates strong support for exploring it in Marlborough, 72% yes, 6% responding no, and 22% undecided or no response.



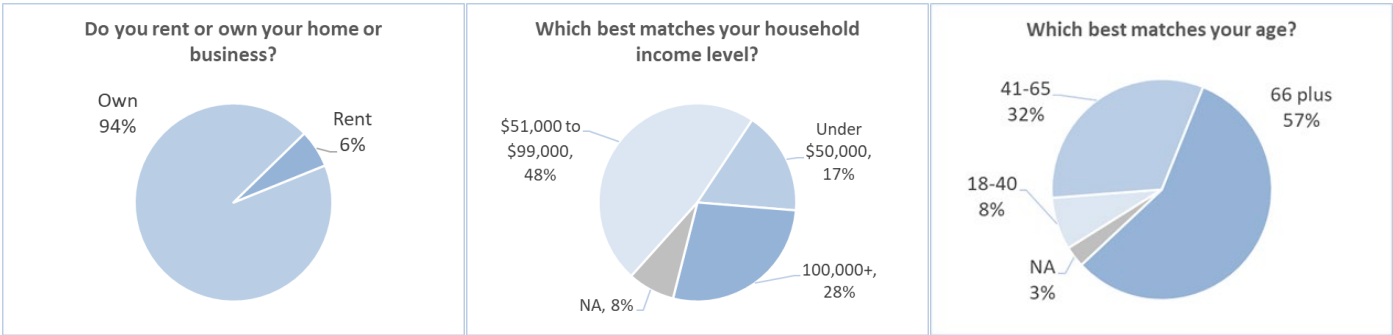
**Question 9** asked about communications and program updates. The dedicated Community Power page on the Town’s website is the principal means of providing Program details and updates. It will be supplemented with printed and posted notices, flyers, informational meetings and presentations, social media campaigns, emails to community members requesting email contact and direct mail to all eligible customers.



**Questions 10** asked about awareness and use of Energy Efficiency to reduce energy use and costs. Energy efficiency is not a required part of a Community Power program, but it is compatible with Community Power and Marlborough’s goals for lowering costs and for sustainability.<sup>2</sup> While only 11% of respondents have done an energy audit on their home or business, a large majority have implemented efficiency measures, especially replacing their lights with LED lighting, 82% and purchasing efficient energy appliances, 71%.



**Questions 11 to 13** asked three demographic questions to ensure that the Committee was reaching a wide variety of Marlborough community members. Multiple responses from each category, rent/own, age and household income were received.



Marlborough Community Power can provide attractive options for Marlborough community members of diverse backgrounds and opinions, including renters and landlords, low-income customers, customers who do not want additional renewable energy as well as those that want more renewables up to 100% local renewable energy supply, and those who want to work toward a goal of 100% renewable for the Marlborough community.

<sup>2</sup> In New England, the marginal source of electricity is natural gas, no matter when the energy is consumed. Energy efficiency is most impactful at peak times, when coal or oil-fired peaker plants are put into service, but virtually all efficiency measures reduce fossil fuel use and emissions.

## **Exhibit IV - Data Protection Plan**

### **I. Introduction**

The Town of Marlborough (the “Municipality”) is developing a Community Power program (the “Program”), pursuant to RSA 53-E. A municipality that implements such a program is known as an aggregator (“Aggregator”). RSA 363:38 and PUC 2004.19 require that service providers, including Aggregators, protect individual and confidential customer data (“Individual Customer Data”). Individual Customer Data, as defined in RSA 363:38 and expanded in PUC 2004.19, means information that is collected as part of providing electric services to a customer that can identify, singly or in combination, that specific customer, and includes the customer name, address, and account number and the quantity, characteristics, or time of consumption by the customer, and also includes specific customer payment, financial, banking, and credit information. Further, Aggregators must only use Individual Customer Data for the Program’s primary purpose, which may include 1) providing or billing for electric service, 2) meeting electric system, electric grid, or other operational needs, and 3) researching, developing and implementing new rate structures or demand response, customer assistance, energy management or energy efficiency programs. The Municipality’s aggregation consultants, Good Energy and Standard Power, have developed this Data Protection Plan to ensure that Individual Customer Data obtained as part of operation of the Program will be protected from disclosure and/or inappropriate use.

### **II. Elements of the Plan**

#### **1. Access to Customer Data**

As part of the Program, Good Energy, Standard Power, local designees of the Municipality, and competitive electricity suppliers (“Suppliers”) selected to provide electricity for the Program (collectively, “Data Administrators”) will receive access to certain information on file with a customer’s local distribution company (“LDC” or “electric distribution utility”), including, among other things, the customer’s name, mailing address, and energy usage history (“Customer Data”). In particular, depending on the status of implementation of the Program, LDC’s may provide four types of Customer Data to Data Administrators: a) aggregated customer data, b) eligible customer data, c) retail electric customer contact information, and d) enrolled customer information. Each type of Customer Data is described more fully below.

- a. Aggregated Customer Data – contains certain information for all electric customers within a municipality, aggregated by rate class or other grouping. This may include data such as the number of customers by rate class, counts of customers participating in net energy metering by rate class, counts of customers

participating in electric assistance program by rate class, the aggregated energy (kWh) for electricity consumption by month for the past 12 months or more by rate class, and revenue, receipts and past-due accounts receivable.

b. Eligible Customer Data – contains certain information for each electricity customer currently receiving utility-provided default service within a municipality. This may include data such as capacity tags for current, prior and next power years, energy (kWh) for electricity consumption for the past 12 months or more, meter reading cycle, whether customer net meters and under which terms, and group net metering data including whether customer is a group net metering host or member of a net metering group, whether a group net metering customer-generator operates as a low-moderate income community solar project, the size of any such net metered generation and the year and month it was placed into service.

c. Retail Electric Customer Contact Information – comprises certain customer contact information for the provision of Program communications, such as Customer Notification Letters to retail electric customers. This may include such data as the customer of record's name, mailing address, account number, meter number, rate class, and email address.

d. Enrolled Customer Data – contains certain information for all individual customers who elected not to opt-out of the Program during the opt-out period. This may include such data as Name of customer and customer contact, Mailing address, Service address, Account number and related meter numbers, Name key, Contact information such as phone numbers, email address, Billing account number, Preferred billing and communication method, Billing cycle, Meter read date or cycle, Form or type of meter reading, Capacity tag information for past two years, current power year and forecasted next power year, Most recent 24 months of usage data, Current and historic status of net metering, distributed generation, Preferred billing and communication method, payment plans and electric assistance program participation, and Rate class.

## 2. Data Security

All Customer Data that is not anonymized (i.e. presented or aggregated in such a way that removes information that can be used to identify the individual customer that it pertains to, such that it does not constitute individual customer data as defined by RSA 363:37, I or PUC 2002.09) shall be considered Individual Customer Data.

Data Administrators will utilize industry standard physical, technical, and administrative controls and procedures to safeguard Individual Customer Data collected as part of the Program and to prevent unauthorized or accidental access, destruction, loss, alteration, or disclosure of, to protect against anticipated threats or

hazards to the security, confidentiality, or integrity of, and to permit only the appropriate use of, such customer information.

To protect the confidentiality, integrity, and availability of Individual Customer Data, Data Administrators will utilize a variety of industry standard physical and logical access controls, firewalls, password protections, intrusion detection/prevention systems, network and database monitoring, and backup systems. These systems will be designed to cover all networks, servers, computers, notebooks, laptops, PDAs, mobile phones, or other devices that contain Individual Customer Data, or through which Individual Customer Data is made available.

Data Administrators will limit access to Individual Customer Data to those persons and entities having a specific business purpose for maintaining and processing such information. Those granted access to Individual Customer Data will be trained on their responsibilities to protect the confidentiality, integrity, and availability of such information.

Data Administrators will work cooperatively with the LDC(s), as necessary, to implement this Data Protection Plan, and will at a minimum, implement the following actions:

- a. Conduct a risk assessment to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of electronic, paper, and other records containing Individual Customer Data and evaluate and improve, where necessary, the effectiveness of their safeguards for limiting those internal and external risks;
- b. Timely notify the LDC(s) of any important modifications of this Data Protection Plan within a reasonable amount of time;
- c. Review and, as appropriate, revise this Data Protection Plan: (i) at least annually or whenever there is a material change in their business practices that may reasonably affect the security or integrity of Customer Data; (ii) in accordance with prevailing industry practices and applicable law; and (iii) as reasonably requested by the LDC(s). If the Data Administrators modify this Data Protection Plan following such a review, the Data Administrators will promptly notify the LDC(s) of such modifications and will provide the modifications to the LDC(s) in writing upon a LDC's request. The Data Administrators will at no time alter or modify this Data Protection Plan in such a way that will weaken or compromise the confidentiality, security, or integrity of Individual Customer Data;
- d. Maintain and enforce this Data Protection Plan in all locations where Individual Customer Data is processed by the Data Administrators;
- e. Conduct security testing using a third party to provide monitoring penetration and intrusion testing with respect to Data Administrators systems and promptly provide a copy of the results to the LDC(s), provided that the third party may redact IP addresses and other client names and information;

- f. Provide annual security awareness training to all individuals having access to Individual Customer Data and maintain a record of such training; and
- g. Implement a standard process for identifying, assessing, and mitigating security risks.

### 3. Confidentiality

Data Administrators will not sell Individual Customer Data to others unless such sale is specifically authorized by the customer, or is required by law or court order. Data Administrators will not share, disclose, or provide Individual Customer Data to others, including their affiliates, unless such disclosure, or provision is required to operate the Program (i.e., the Program's "primary purpose", per RSA 363:38), is specifically authorized by the customer, or is required by law or court order. If Data Administrators request customer authorization to disclose Individual Customer Data, Data Administrators will first describe to the customer the information they intend to release and provide details concerning the recipient of such information.

Data Administrators will hold all Customer Data in strict confidence and except as otherwise needed for provision of the Program, required by law, or permitted as below, (a) not disclose Individual Customer Data to any other person or entity (including but not limited to Suppliers, subcontractors, and affiliates or members of Good Energy and Standard Power); (b) not process Individual Customer Data outside of the United States; (c) not process Individual Customer Data other than in connection with the Program; (d) not process Individual Customer Data for any marketing purposes other than in connection with the Program; (e) limit reproduction of Individual Customer Data to the extent required for the Program; (f) store Individual Customer Data in a secure fashion at a secure location in the United States that is not accessible to any person or entity not authorized to receive the Individual Customer Data; and (g) otherwise use at least the same degree of care to avoid publication or dissemination of the Individual Customer Data as Data Administrators employ (or would employ) with respect to their own confidential information that they do not (or would not) desire to have published or disseminated, but in no event less than reasonable care.

### 4. Disclosure of Individual Customer Data

Notwithstanding the provisions of Section 3 above, the Data Administrators may disclose Individual Customer Data to their representatives who have a legitimate need to know or use such Individual Customer Data for the sole and limited purposes of administering and/or conducting the Program. Such representatives will first be advised of the sensitive and confidential nature of such Individual Customer Data and agree to comply with the provisions of this Data Protection Plan. Pursuant to PUC 200.19, Data Administrators may also provide Individual Customer Data to third parties for the purposes of 1) billing for electric service, 2) meeting electric system, electric grid, or other operational needs, and 3) implementing demand response, customer assistance, energy management or energy efficiency programs. Any such third parties will be required by contract to comply with the provisions of this Data Protection Plan.

In the event that Data Administrators or any of their representatives receive notice that they have, will, or may become compelled, pursuant to applicable law or regulation or legal process, to disclose any Individual Customer Data (whether by receipt of oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands, other similar processes or otherwise), Data Administrators will, except to the extent prohibited by law, immediately notify the LDC(s), orally and in writing, of the pending or threatened compulsion. To the extent lawfully allowable, the LDC(s) will have the right to consult with the Data Administrators and the parties will cooperate, in advance of any disclosure, to undertake any lawfully permissible steps to reduce and/or minimize the extent of Individual Customer Data that must be disclosed. The LDC(s) will also have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Individual Customer Data that must be disclosed.

Data Administrators and their representatives will disclose only such Individual Customer Data which they are advised by legal counsel that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as such may be affected by any protective order or other remedy obtained by LDC) and Data Administrators and their representatives will use all reasonable efforts to ensure that all Individual Customer Data that is so disclosed will be accorded confidential treatment.

#### 5. Return/Destruction of Individual Customer Data

Upon the expiration of the Program, or as otherwise required by law or Commission order, the Data Administrators will destroy all copies of any Individual Customer Data (including any and all extracts, compilations, studies or other documents based upon, derived from or containing Individual Customer Data) within their or their representatives' possession (including destroying Individual Customer Data from all systems, records, archives and backups), and all subsequent use and processing of the Individual Customer Data by the Data Administrators and their representatives will cease.

Notwithstanding the foregoing, the Data Administrators and their representatives will not erase Individual Customer Data contained in an archived computer system backup maintained in accordance with their respective security or disaster recovery procedures. The Data Administrators will not provide access to or recovery of Individual Customer Data from such computer backup system and will keep all such Individual Customer Data confidential in accordance with this Data Protection Plan.

#### 6. Data Security Incidents

The Data Administrators are responsible for any and all security incidents involving Individual Customer Data that is processed as part of the Program. The Data Administrators will notify the LDC(s) in writing immediately (and in any event within twenty-four (24) hours) whenever the Data Administrators reasonably believe that there

has been a data security incident involving Individual Customer Data. After providing such notice, the Data Administrators will investigate the incident, and immediately take all necessary steps to eliminate or contain any exposure of Individual Customer Data. The Data Administrators will provide the LDC(s) with reasonable assistance and cooperation in the furtherance of any correction, remediation, or investigation of any such data security incidents and/or the mitigation of any damage, including any notification required by law or that LDC(s) may determine appropriate to send to individuals impacted or potentially impacted by such data security incident(s), and/or the provision of any credit reporting service required by law or that LDC(s) deems appropriate to provide to such individuals.

Unless required by law, the Data Administrators will not notify any individual or any third party other than law enforcement of any potential data security incidents involving Individual Customer Data without first consulting with, and obtaining the permission of, the LDC(s). Within 30 days of identifying or being informed of a data security incident, the Data Administrators will develop and execute a plan, with the cooperation of the LDC(s), which reduces the likelihood of a recurrence of such data security incident(s).

## 7. Additional Protections

The Data Administrators will comply with all applicable privacy and security laws to which it is subject, including this Data Protection Plan.

The Data Administrators will safely secure and/or encrypt all Individual Customer Data during storage and transmission.

The Data Administrators will have in place appropriate and reasonable processes and systems, including this Data Protection Plan, to protect the security of Individual Customer Data and to prevent a data security incident, including, without limitation, a breach resulting from or arising out of the Data Administrators' internal use, processing, or other transmission of Individual Customer Data, whether between or among their representatives, subsidiaries and affiliates, or any other person or entity acting on behalf of the Data Administrators.

The Data Administrators will work cooperatively with the LDC(s) to implement this Data Protection Plan, including: establishing policies and procedures to provide reasonable and prompt assistance to LDC(s) in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of a data security incident involving Customer Data to the extent such request, complaint or other communication relates to the Data Administrators' processing of such individual's Individual Customer Data; and establishing policies and procedures to provide all reasonable and prompt assistance to LDC(s) in responding to any and all requests, complaints, or other communications received from any individual, government, government agency, regulatory authority, or other entity that is or may have an interest in the Individual Customer Data, data theft or other

unauthorized release of Individual Customer Data, disclosure of Individual Customer Data, or misuse of Individual Customer Data to the extent such request, complaint or other communication relates to Data Administrators' processing of such individual's Individual Customer Data.

#### 8. Use of Individual Customer Data

The Data Administrators will only use Individual Customer Data for the primary purposes, as defined in RSA 363:37, which may include 1) providing or billing for electric service, 2) meeting electric system, electric grid, or other operational needs, and 3) researching, developing and implementing new rate structures or demand response, customer assistance, energy management or energy efficiency programs.

## **II. Conclusion**

The Data Protection Plan meets all of the requirements of RSA 363:38, RSA 363:37 and PUC 2004.19.