# Town of Milford

# COMMUNITY POWER PLAN

## Approved by the Board of Selectmen
## February 27, 2023

Prepared by Standard Power, 17 Technology Way, Nashua, NH 03060

# TABLE OF CONTENTS

I. Milford Community Power Overview 1
I.a. Introduction 1
I.b. Mission Statement 1
II. Process to Develop and Approve Plan 2
III. Customer Participation 4
III.a. Applicable classes of customers 4
III.b. Universal access 4
III.c. Equitable treatment 4
III.d. Reliability 5
IV. Organizational Structure 6
IV. Roles 6
IV.b. Data Security 7
V. Electricity Supply Product Options 7
V.a. Default and Optional Electricity Supply Products 7
V.b. Additional RECs in Optional Products 8
V.c. NH Class I Renewable Energy 8
VI. Operation 9
VI.a. Issue an RFP for power supply, select a competitive supplier, and provide notice 9
VI.b. Implement public information program including Customer Notification Letters 11
VI.c. Enroll customers and provide service 12
VI.d. Plan for program evolution 13
VII. Funding 14
VIII. Rate Setting and Other Costs to Participants 14
IX. Method of Entering and Terminating Agreements with Other Entities 15
X. Rights and Responsibilities of Program Participants 15
XI. Net Metering Compensation 16
XII. Electric Assistance Program and Other Discounts 16
XIII. Extensions or Termination of Program 17
XIV. Aggregating Municipalities & Buying Group 17
XV. Energy Efficiency 18
XVI. Planned Schedule 18
XVII. Conclusion 19
Exhibit I - Historical Overview
Exhibit II - Education & Outreach Plan
Exhibit III - Data Protection Plan
Exhibit IV - Community Survey Results

# I. Milford Community Power Overview

The Town of Milford will develop and implement its Community Power Program ("Program") as described in this Community Power Plan ("Plan") developed with public input by the Milford Energy Advisory Committee/Community Power Committee ("Committee"). This Plan and Program are developed and implemented under New Hampshire statute RSA 53-E *Aggregation of Electric Customers by Municipalities and Counties*, and use the name specified in RSA 53-E:3-b which states: "The use of the term 'Community Power' following the name of a municipality or county shall be reserved for the exclusive use by such entity as a name for proposed or approved municipal or county aggregations."

## I.a. Introduction

A Community Power program creates new electricity supply choices for Milford residents and businesses. It is designed to provide immediate rate relief for customers currently on utility default supply, and offer competitive rates and more energy supply choices for all customers. If adopted, Milford will 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. Customers can join, leave and change products in the program any time for no program fees or costs.

With a Community Power program, the Town is able to make strategic pricing decisions about when to solicit bids and lock in fixed pricing for multiple years to benefit retail electric customers not otherwise on competitive electric supply. Customers currently on competitive supply are not eligible for automatic enrollment in the program but can opt in. Eversource will continue to manage billing and maintain wires and poles. Eversource still transmits power, bills customers and delivers emergency services.

Although the electrons powering our community may in literal terms come from regional utility scale electricity producers, power in the region and country is ultimately tracked and sold on abstract marketplaces. A Community Power program brings more options and potential benefits to retail electric customers in Milford.

This Plan is intended to guide the implementation of the Milford 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 Milford community.

## I.b. Mission Statement

The purpose of this effort is to take advantage of new opportunities for municipal aggregation provided for New Hampshire communities under recent updates to RSA 53-E.

**RSA 53-E:1 Statement of Purpose. –** The general court finds it to be in the public interest to allow municipalities and counties to aggregate retail electric customers, as necessary, to provide such customers access to competitive markets for supplies of electricity and related energy services. The general court finds that aggregation may provide small customers with similar opportunities to those available to larger customers in obtaining lower electric costs, reliable service, and secure energy supplies. The purpose of

aggregation shall be to encourage voluntary, cost effective and innovative solutions to local needs with careful consideration of local conditions and opportunities.

The mission of the Committee is to take steps to save money and provide more supply options including renewable energy for retail electric customers in Milford.

# 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 Milford 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 Aggregation Committee,
2. Creation of a Draft Plan with public hearings,
3. Approval of a Plan by Community Power Aggregation Committee,
4. Board of Selectmen 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.[1]

To develop the Plan, 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.

The Committee shared and promoted a Community Survey to receive public input on a Community Power Plan from January 4 to February 9, 2023. Details of how the survey was shared with the community and all of the work that has gone into bringing Community Power to Milford and incorporating public input can be found in **Exhibit I**. The survey received 124 responses from a wide cross section of the community. Of the respondents, 65% were on Eversource utility default service and 35% on competitive supply. Results show that the Milford community strongly supports a program that brings lower energy costs and more renewable energy choices to residents and small businesses, with 81% supporting the goal of lower energy bills (see chart 1 below top line) and 78% percent supporting more renewable energy in their electricity supply (adding the green wedge percentages together in chart 2 below). 15% of respondents said they do not want more renewable energy, and 55% want more renewable

[1] Alternatively, the Plan may be submitted to the PUC for review before Town Meeting.

energy if they can pay about the same as they do today (see chart 2). Complete results are attached as **Exhibit IV**.

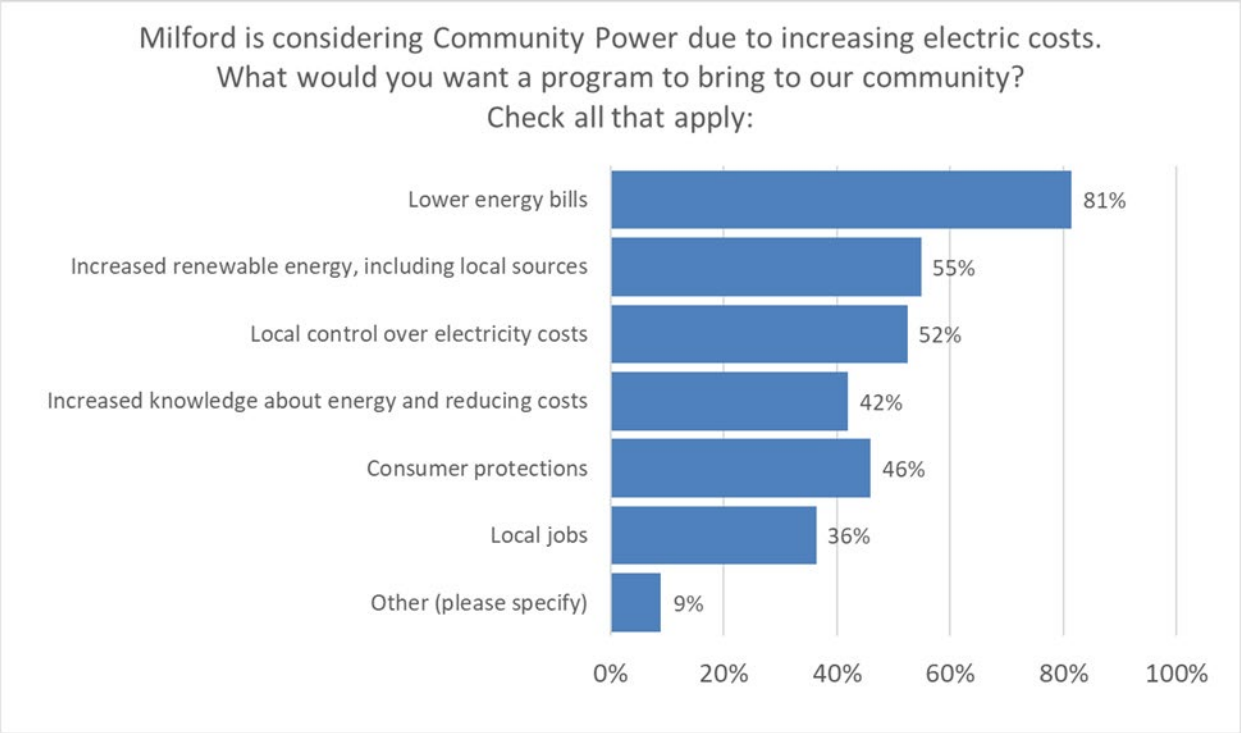



***Exhibit IV Chart 1**: Response to Q6 of the Milford Community Survey*

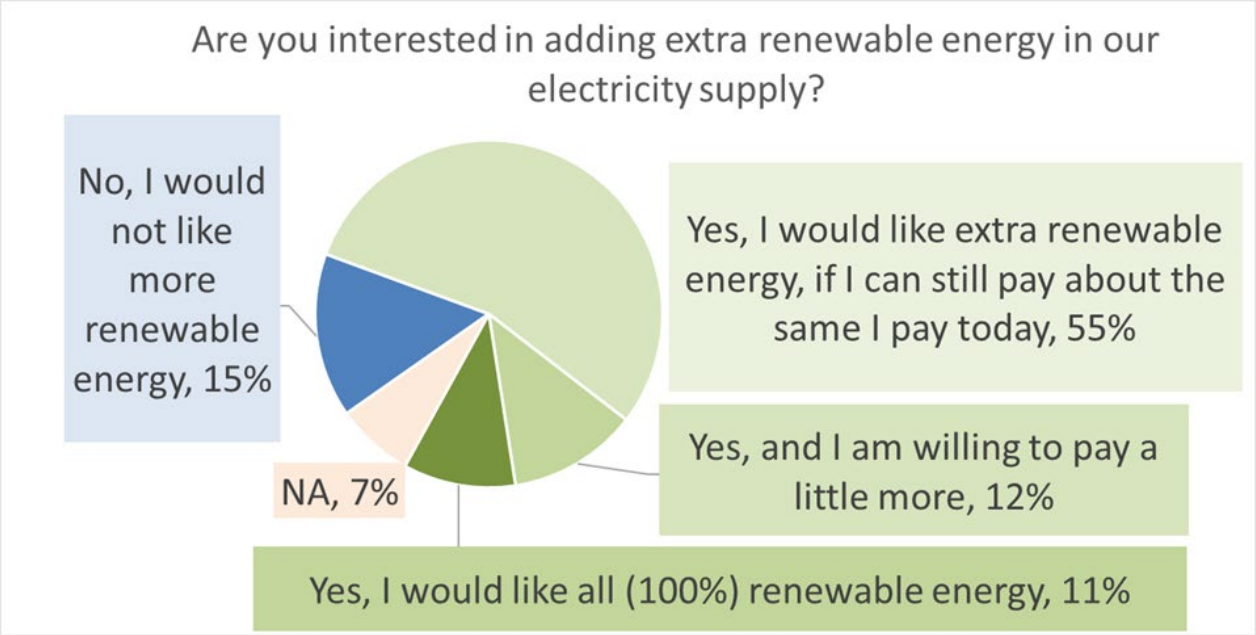



***Exhibit IV Chart 2**: Response to Q7 of the Milford Community Survey*

# 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 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 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 for their rate class. Among new 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 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 a price based on then-current market rates rather than the standard contract 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 Electric Services 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 (RPS) 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 distribution utility Eversource will 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

## IV. Roles

***Milford Energy Advisory Committee/Community Power Committee (Committee)***: The Town's Board of Selectmen voted to establish the Community Power Committee on December 12, 2022 and join it to the MEAC into a joint committee with the same members. 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 Board of Selectmen. See **Exhibit I** for detail on the public input process.

***Board of Selectmen:*** As the Town's governing body, the Board of Selectmen may submit the Plan to Town Meeting. Should the Plan be approved at Town Meeting, becoming the Milford Community Power Program, the Board of Selectmen will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Community Power Consultant. The Board of Selectmen will review and approve any proposed amendments to the Plan.

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

***Community Power Consultant***: The Community Power Consultant will manage certain Program activities under the direction of the Board of Selectmen or their designee. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with the electric distribution utility and monitoring the supply contract. The Committee is working with the consulting team of Standard Power and Good Energy for services.

***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 Electric Services Agreement (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 Board of Selectmen.

***Buying Group:*** The Town may elect to join with other municipal aggregators in combining its load for purposes of soliciting bids from Competitive Suppliers. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. The Town shall be represented by the designee of the Board of Selectmen, on the executive committee of the Buying Group. The Town, through its designee as authorized by the Board of Selectmen, shall select a Competitive Supplier based on the needs of the Town and 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 Milford.

### 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 III** for the data protection plan to be used by the Program.

# 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 2022 the RPS was 22.5%, with scheduled increases until 2025 when it reaches 25% and plateaus. Some products will include additional renewable electricity above the RPS. All purchases of additional renewable electricity 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.

At launch, the Program expects to offer a default product and optional product choices:

***Default Product****:* The default product, referred to as Milford Default, is expected to include no additional renewable energy greater than the state minimum RPS. While the Milford 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:

- **Milford 10%.** A product with a small amount of additional renewable energy, this product has a target of 10% renewable energy above the RPS.
- **Milford 50%.** A product with substantial additional renewable energy, this product has a target of 50% renewable energy.
- **Milford 100%.** A product with maximum renewable energy impact, this product has a target of 100% renewable energy.

The Town reserves the right to adjust the names and 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.

Milford Community Power Summary Product Table:

| ***Automatic enrollment*** | | | |
|---|---|---|---|
| **Default** | **5-10% additional** | **Green 50%** | **Green 100%** |
| Lowest Rate | Competitive Rate | Market rate | Market rate |
| Meets state minimum RPS 23-25% | Target up to 33% renewable energy | Target up to 50% renewable energy | Target up to 100% renewable energy |
| 15% | 55% | 12% | 11% |
| 'No Answer' response 7% | | | |

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.

## V.b. Additional RECs in Optional Products

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**, Milford seeks to purchase renewable energy generation located within Milford or as close to Milford in New Hampshire as possible. To meet these goals, all additional RECs, above those required by state law, are initially expected to be New Hampshire Class I eligible RECs.

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 until 2025 to max out at 25%. 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, Milford 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.energy.nh.gov/renewable-energy/renewable-portfolio-standard

- Additional detail on EPA's Green Power definition can be found at https://www.epa.gov/green-power-markets/what-green-power.

# VI. Operation

The implementation of the Community Power Program requires extensive interaction between the Town, the Competitive Supplier, and the electric distribution utility Eversource.

Following adoption of the Plan at 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 public information program, including a Customer Notification Letter
c. Enroll customers and provide service, including quarterly notifications and annual reporting
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 Town, under direction of the Board of Selectmen or its designee and acting through its Community Power Consultant, 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 Town may solicit bids for its load individually or 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 background
- 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 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 solicitation will request bids for a variety of term lengths (e.g. 12, 24, 36 or 48 months) and for power from different sources. The Board of Selectmen or their designee(s), in consultation with the Community Power Consultant, will determine the appropriate level of renewable energy to be included with all products based upon this Plan, 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 acquire RECs that have been created and recorded in the New England Power Pool Generation Information System. The Town 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 Board of Selectmen shall set parameters for accepting a bid, including the price, term and characteristics that are appropriate for its constituents. The Board of Selectmen shall provide authorization to a designee(s) to select a bid and enter into an ESA based upon those parameters.

The Town may conduct an individual solicitation or participate in a solicitation with a Buying Group. 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. The Community Power Consultant shall advise the Town in evaluating bids received. If a bid is satisfactory, the Town 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 Town will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a bid that is acceptable.

The Town may provide customers with renewable energy generation source information through

a variety of vehicles including the program web site, content disclosure labels and the Customer Notification Documents.

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.

## VI.b. Implement public information program including Customer Notification Letters

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 Town will utilize contact information for retail electric customers provided to the Town by the electric distribution utility Eversource pursuant to PUC 2004.03.

The Education and Outreach Plan will be developed and implemented by the Consultant, acting under the oversight of the Board of Selectmen, or its designee. 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 **(See Exhibit II)** consists of four components:

> **i. Initial Outreach and Education**: This will be conducted after the selection of a Competitive Supplier and prior to arrival of the Customer Notification Documents. It is intended to promote general awareness of the upcoming program, minimize any questions generated by the arrival of the Customer Notification Documents 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 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 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 ensure the Competitive Supplier and the electric distribution utility that the Competitive Supplier is able to use EDI for enrollment of Default Service customers.

**iii. Opt-Out Period Education & Outreach:** After the Customer Notification Letters have been sent, the Town 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 will include, at a minimum, a public information meeting within 15 days of the mailing of the customer notification documents.

**v. Ongoing Outreach & Education:**

- Communicating program options, goals and performance, including cost savings and voluntary adoption of optional products
- On-going campaigns to encourage voluntary participation into optional products that contain more renewable energy than required by law, and
- Promotion and support of the NHSaves 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 include

three days for mailing, 30 days for customer consideration, and 3 days for returning 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 web site, 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 XIII. 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 XV. 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 VI.b.2**. New customers may proactively enroll by contacting the Program directly.

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

**iii. Annual Report:** On an annual basis, there will be a report to the Board of Selectmen on 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 Community Power Consultant, and the Community Power Consultant will assist or lead in presenting to the Board of Selectmen as desired by the Town.

## 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 Community Power Consultant and Town will regularly assess new opportunities such as technologies, services, regulatory policy changes, and more for their applicability to the program. Community Power Consultant will develop appropriate strategies to integrate these opportunities into the Program. Community Power Consultant will support the Town to present new opportunities to the Board of Selectmen 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 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 website.

Regulatory events, such as new or altered requirements for the RPS, or new taxes may result in a direct, material increase in costs during the term of the ESA. In such cases, the Town and the Competitive Supplier will negotiate a potential change in the program price. At least 30 days prior to the implementation of any such change, the Town will notify customers of the change in price by issuing a media release and posting a notice in Town Hall and on the program website. The Town 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 and Program websites and any other communications the Town

intends 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 Eversource 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 Standard Power 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 Town 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. 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 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, which notice shall include copies of all media releases, Town Hall and website 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 the Town's goal of acting as a regional leader, supporting other municipalities to access the benefits for Community Power. Milford 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 Board of Selectmen.

# XV. Energy Efficiency

In addition to supporting cost-competitive and renewable electricity choices, the Town seeks to leverage the Community Power Program to help customers voluntarily reduce costs through energy efficiency measures. Promotional education will focus on awareness of existing programs, such as New Hampshire's Weatherization Assistance Program for low-income households and the New Hampshire Saves (NHSaves) program. If and when additional energy efficiency and conservation programs or initiatives become available, the Program may 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, including 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 Letter 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

Milford’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 competitive power supply that include the pursuit of cost savings and electricity supply choice for retail electric customers in Milford.

# Exhibit I - Historical Overview

## 1. Creation of Community Power Aggregation Committee

The Town of Milford began to explore Community Power for Town residents and small businesses soon after the Community Power law passed in October of 2019. The Town Administrator scheduled meetings with possible service providers as early as March 2020. Over the ensuing months, the Town followed Community Power as it made its way through the legislative (HB 315) and regulatory (2200 rules) process, receiving periodic updates from the Town's energy broker Standard Power (Community Power presentations scheduled 3/4/2020 and 9/22/2021) and also from other potential service providers. Final rules for Community Power were adopted at the Public Utilities Commission on July 27, 2022, and finalized through the Joint Legislative process in October 2022.

Following a vetting process of potential vendors, the team of Standard Power and Good Energy was chosen based on their experience with municipal aggregation across New England and their ability to help the Committee present a Plan to the Milford Community in time for a vote at Town Meeting in 2023. The first official meeting with this team was September 6, 2022, and the Board of Selectmen signed an MOU for their services on November 7th at no cost or obligation to the Town. The team recommended the commission of a formal Community Power Committee and the Board of Selectmen chartered the Milford Energy Advisory Committee as the Milford Community Power Committee under RSA 53-E on 12 December 2022. Below is a screenshot of the motion recorded in the meeting minutes (draft).

287 **Chairman Dargie made a motion to appoint all members of the Milford Energy Advisory Committee to also be**
288 **members of the Milford Community Power Committee which is a sub-committee with memberships concurrent on**
289 **both committees. Seconded by Selectman Daniels. All were in favor. The motion passed 5/0.**

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

The Committee is working with consultants from Standard Power to develop the Milford Community Power Plan with public input. The draft Plan is based on best practices and municipal aggregation plans prepared by Standard Power with partner Good Energy, who has 60 active municipal aggregations in New England with goals of cost savings and more renewable energy. The draft Plan requires no commitment by the Town until program rates are known and favorable compared to the utility default rates, giving the Town and community time to fully understand the program prior to launch. The draft Plan was released on the Community Power page on the Town website along with a community survey on January 4, 2023, and was widely advertised, 500 flyers hand circulated throughout the Town including several visits to the recycling center, posters posted around town, and also social media posts on the Milford resident facebook page. Public hearings were held and recorded on 1/12/23 at 5pm at the police department community meeting room and 1/16/23 at 5:30 pm in the Board of Selectmen's chambers. The survey received 124 responses. Results of the survey are reported in the Plan on page 3 and full results are attached as **Exhibit IV.**

Below are summarized responses to four concerns received regarding the Plan. Favorable comments are not reported here. The Committee continues to engage with the public during public meetings or any way they wish to reach out to have their concerns addressed and their questions answered.

**1.** 'The program should be entirely opt-in, customers should have to choose to be part of it, not automatically enrolled.'

We currently have a fully opt-in system. An opt-out Community Power program allows for greater savings and consumer protections. The proposed program remains opt-in for customers who are currently on competitive supply. These customers are not eligible for automatic enrollment in the program, but they can choose to opt in. The program provides a new default supply for customers currently on the utility default plus optional choices, while allowing customers to return to the utility default any time including before the program starts.

**2.** 'Customers should not be automatically enrolled.'

Currently Eversource provides default service for customers, and it does so through purchase of contracts with competitive suppliers, on a rigid six-month schedule. Community Power (Municipal aggregation) programs provide a new default service for customers that is not bound by the same rigid purchasing schedule, providing opportunity for better rates for default service customers. The program does not launch unless the program default is lower than the utility default rate.

**3.** 'Milford is rushing the process.'

Milford vetted its service providers for experience and quality of services delivered in New Hampshire and other New England communities. In addition to working with an experienced service provider, the currently high utility rates provide the opportunity for material savings for customers. Passing a Plan in 2023 preserves the option to launch a program in 2023 against historically high utility default rates of 20-22 cents/kWh, but it does not compel the Town to do so. The Plan has extensive outreach following Town approval and prior to program launch to ensure all eligible and other customers are fully aware of the program and their choices prior to program launch.

**4.** 'The program doesn't involve the School District'

Like all electricity customers in Milford that are on competitive supply, the Town municipal buildings and the School District will not be automatically enrolled in the program, but can opt-in, if and when they deem it favorable to do so.

3. **Approval of Plan by Community Power Aggregation Committee**
   The Plan was approved by the Committee on February 9, 2023.

4. **Adoption of Plan by Board of Selectmen and Town Meeting**
   The Plan was approved by the Board of Selectmen on February 27, 2023. The Town of Milford is an SB2 Town, with ballot voting on March 14, 2023.

5. **Submission of Final Plan to Public Utilities Commission**
   The Plan was submitted to the PUC in March 2023.

# Exhibit II - Education & Outreach Plan

The following describes the Town's Education & Outreach plan to fully inform and educate potential participants about their opportunities, options and rights for participation in the Program.

The costs and implementation of the Education/Outreach Plan will be handled by the Community Power Consultant, under the direction of the Board of Selectmen or their designee.

## 1. Program Launch

The Town has prepared a preliminary marketing plan and timeline that identifies the steps the Town may take to implement the broad-based public education efforts and send out the opt-out notification ("Customer Notification Documents"). The schedule is designed to work towards the estimated date when the Customer Notification Documents are scheduled to arrive in retail electric customer's mailboxes.

| Action | From estimated date Customer Notification Documents arrive in customer mailboxes | |
|---|---|---|
| | Days before | Days after |
| A. Create or Update Webpage and shopping comparison websites | 15 | - |
| B. Work with local media resources | 15 | 30 |
| C. Active social media outreach | 15 | 30 |
| D. Initial person presentations | 15 | 30 |
| E. Distribute marketing materials | 15 | 30 |
| F. Customer help line | 15 | Ongoing |
| G. Mail postcard to all retail electric customers | 5 | - |
| H. Customer Notification Letters arrive | 0 | 0 |

**1.A. Create or Update Webpage and shopping comparison websites**
Timeframe: Shortly after signing the ESA (~15 days before the estimated date that the Customer Notification Documents arrive).

The Program will maintain an informational webpage with features that include Program details, an online savings calculator and enrollment, opt-up and opt-out forms for the convenience of participants.

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.

**1.B. Press Release and Work with Local Media Resources**
Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Documents arrive.

The Town will develop press releases to provide to local media resources, including newspapers and public access TV

- *Area Newspapers:* The Town will work with the Milford Cabinet and the Monadnock Ledger-Transcript to disseminate accurate and timely information about the Program. As part of this targeted outreach to these papers, the Town may seek a meeting 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.

- *Local Public Access Television:* The Town Board of Selectmen meetings are broadcast. Town may choose to record presentations about the program and PSAs for upcoming meetings.

- *Municipal Staff Interviews:* Develop Q&A Scripts and prepare municipal staff or volunteers for interviews.

**1.C. Active Social Media Outreach**
Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Documents arrives.

Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the Program webpage . In concert with the communication leads of the Town, develop a campaign of planned tweets and 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 Town staff. These accounts may include:
https://www.facebook.com/groups/Milford.03055/.

Monitor various channels such as Facebook and Instagram 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.

**1.D. Public Presentation**

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

- *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.

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

- *Board of Selectmen Meetings:* Present or provide materials for the Board of Selectmen meetings and any constituent meeting they may have.

**1.E. Distribute marketing materials**
Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Documents arrive.

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 in key locations, such as Municipal Offices and Public Library.

**1.F. Customer Help Line**
Timeframe: At least 15 days before the estimated date that the Customer Notification Documents arrives and ongoing thereafter.

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

**1.G. Mail Postcard to all Eligible Customers**
Timeframe: 5 days before the estimated date that the Customer Notification Documents arrives.

A postcard with municipal branding establishes that there is a community-sponsored Program and increases the likelihood that recipient engages with the more detailed Customer Notification Documents.

**1.H. Customer Notification Letters arrive**
The Customer Notification Letters will be sent via standard mail to the billing address of each retail electric customer per **Section VI.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.

***1.H.i. 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.

**1.H.ii. 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.

## 2. Ongoing Outreach and Education

The Town 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, responsibilities 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:** The Town will solicit input and feedback from the community regarding the program periodically and when considering changes to the program.

- **Program changes and evolution:** Any changes in offerings and prices, which will be posted on the Community Power page on the Town 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.

# 3. Approach to Overall Education & Outreach

## 3.1 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. 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 1.D**, above.

# Exhibit III - Data Protection Plan

## I. Introduction

The Town of Milford (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.

# Exhibit IV - Milford Community Survey Results

The Milford Community Power Survey was made available on the Community Power page of the Town's website from January 4 to February 9, 2023, shared on Facebook, and circulated as 500 flyers and 20 posters at the Transfer Station, Town offices and the library. 124 responses were received. Responses were compiled by consultants from Standard Power and Good Energy, and are reported here, with implications for Milford Community Power.

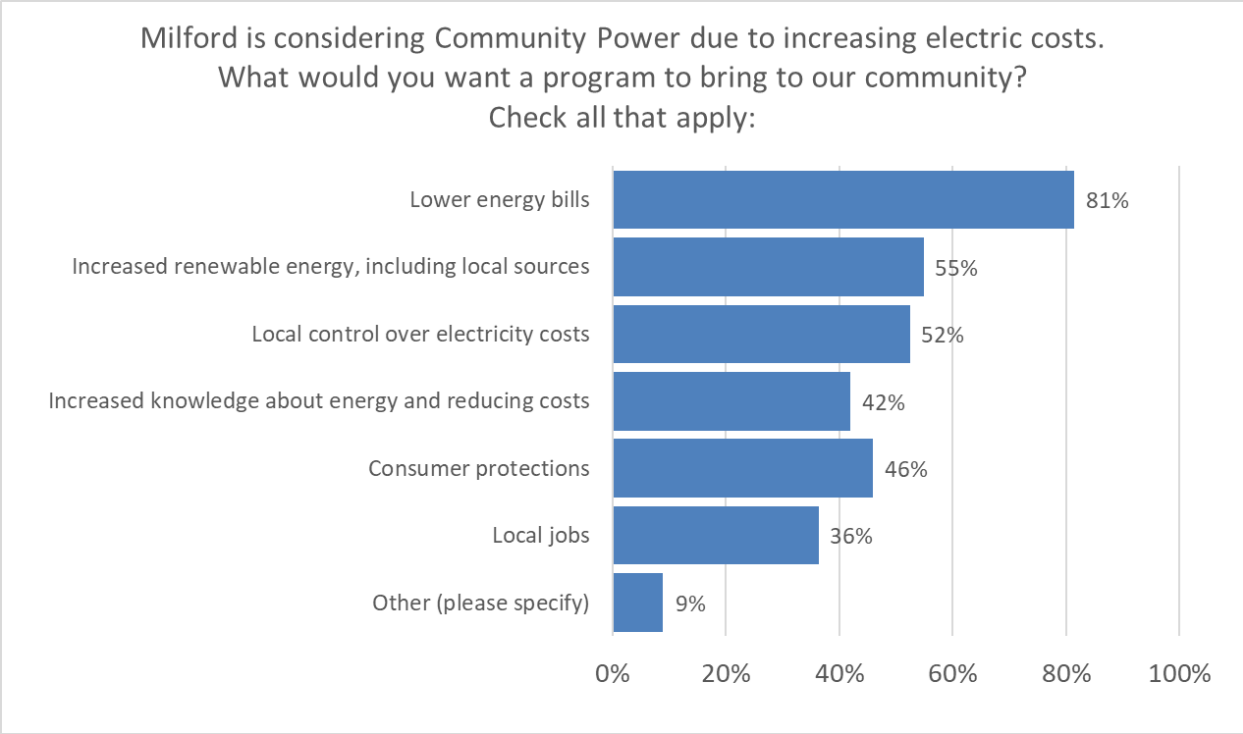
**Questions 1 to 5** of the survey asked about community members' current electricity supply. Of the responses, 122 were residential customers and 2 were businesses. Two-thirds of respondents were served by Eversource default electricity supply, 65%, with 35% reporting the use of other (competitive) supply. Two did not respond to this question. A third of Eversource customers didn't know they had a choice of electricity supply, 32% and 25% saw no reason to switch. 17 respondents provided other reasons or more information, *see below for the comments*.

reliability
Lazy, but plan to switch
Comfortable with Eversource
Alternate suppliers bring more trouble than savings. Start off with a deal price then come back with big increases. Countless direct sales programs have tried this only to close shop after a short period.
already have 3rd party supplier
Lazy & risk of making incorrect decision
3rd party wouldn't work with my solar panels
The 3rd party didn't want to work with my solar panels
Thought I had changed
Lack of motivation
Haven't had time to look into new suppliers
Eversource is established and other supplies did not over good enough deal to offset the uncertainty of using them. Additionally, I did not like the aggressive and questionable way other supplies approached the subject of changing from Eversource.
We have a mobile home, and being such a small space, we didn't feel it would be beneficial
Just haven't investigated the other sources of power, yet.
Thought that if I switched and there was an outage that it would take longer to get power restored.
Haven't switched yet but would be interested in doing so given the current rates!
not clear what options are

In general, comments reflect significant engagement with reducing energy costs and increasing services through energy choices. One clarification is that reliability, emergency response and billing are always Eversource's responsibility, no matter who is supplying the power, including a Community Power program.

Of the 41 respondents that chose a competitive supplier, 100% did so for a better rate, and four wanted more renewable energy than the utility default. 8% of respondents produce at least a portion of their own electricity using onsite solar panels.

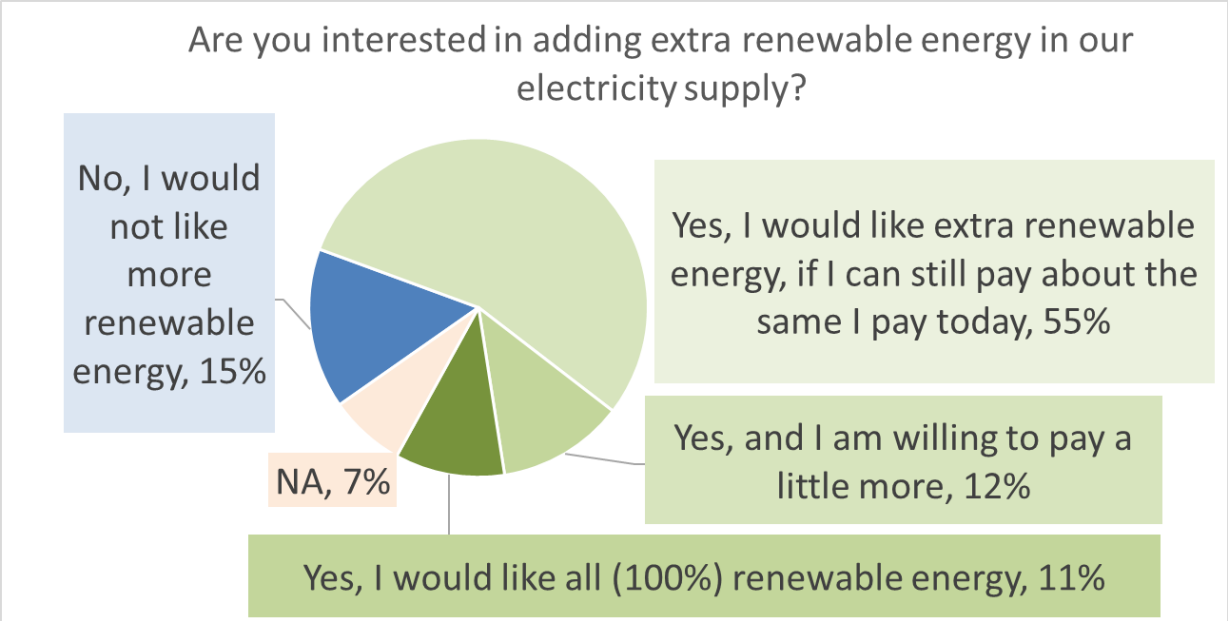
**Questions 6** asked about current community knowledge and support for the benefits and goals of Community Power. Support was expressed for each goal, with the strongest support for lower energy bills, increased renewable energy including local sources, and local control. Milford Community Power will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




*Many comments were received throughout the survey. These are in response to the 'other' prompt in Question 6, seven supporting similar goals, one supporting staying with Eversource and one disagreeing with a program:*

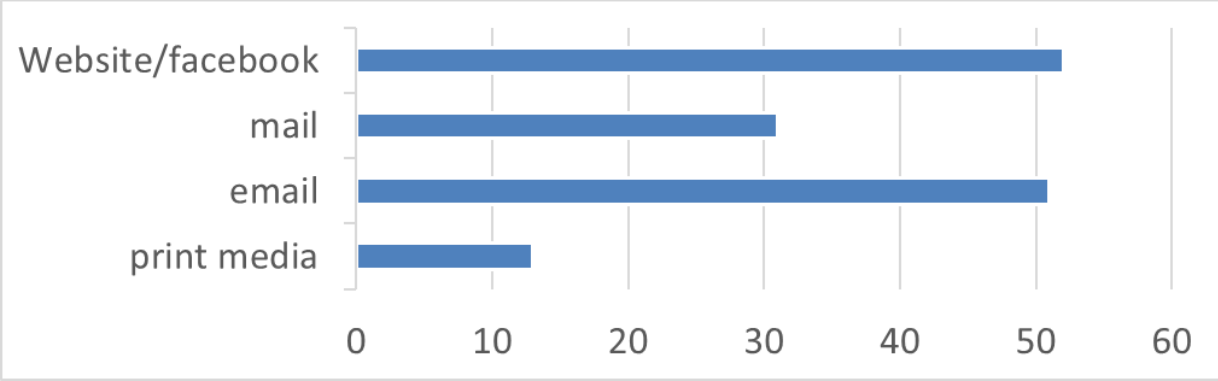
We would need a true alternative supplier choice not just a consolidator program.
Would like energy independence
Energy Independence
Eversource has provided good service
Locally owned, more reliable
Net metering
I don't agree with this
More knowledge on future plans around energy production and prices
Assist Milford's residents via volunteers to institute super insulation and conservation plus SOLAR.

**Question 7** of the survey asked about community support for renewable energy in electricity supply above the state minimum, or Renewable Portfolio Standard (RPS). In 2022, the RPS was 22.5% of all electricity consumed in New Hampshire. 78% of respondents said they want more renewable energy in our electricity supply, with 23% saying they are willing to pay more for it and 55% saying they would like more if they paid about the same as they do today. 15% responded that do not want more renewable energy. 11% of Milford respondents want 100% renewable energy. This result shows very strong support for renewable energy, including in the default product choice as long as it is competitive with the utility default rate.

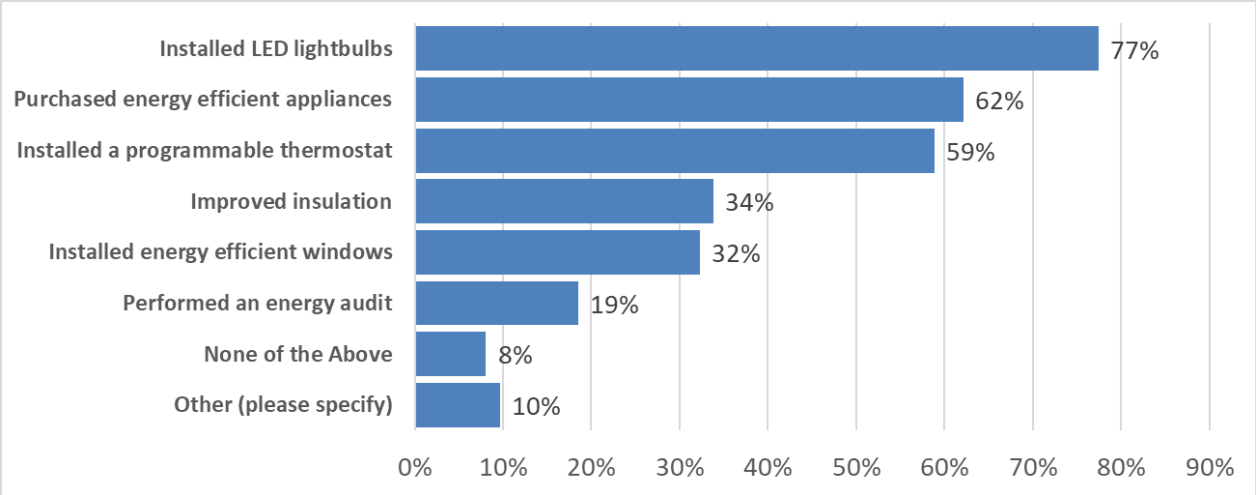



**Question 8** asked about communications and program updates. The dedicated Community Power page on the Town's website is the principal means of updating and providing Program details. It will be supplemented with printed and posted notices, flyers, informational meetings and presentations, social campaigns, emails to community members requesting email contact and direct mail to all eligible customers.

**How would you like to be updated on this program? Circle all that apply:**



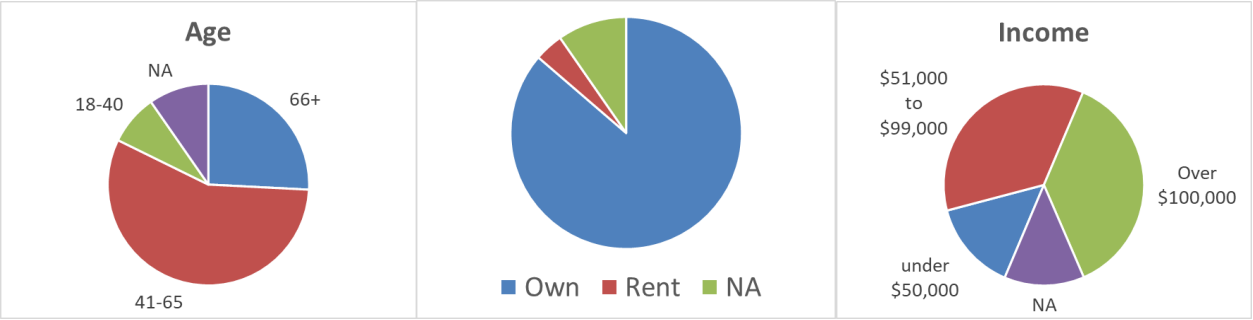
**Questions 9 and 10** asked about awareness and use of Energy Efficiency to reduce energy use and costs compatible with Community Power. A small minority, 19%, of respondents have done an energy audit on their home or business through the utility sponsored NHSaves program or privately, but many have implemented efficiency measures, especially LED lighting (77%) and efficient appliances (62%).




*Comments on Efficiency:*

installed heat pumps
Heat pump
Solar panels
geothermal heat/ac
Built energy efficient home 1982, cordwood stove, heat pump
2021
Conservation measures
Have an energy audit in February
Home is only 16 years old.
Pellet stove
installed 96% efficient boiler and 89% efficient HRV
Solar panels
Heat Pump for all HVAC with propane for extremely cold
incursions.
air source heat pumps for heat & a/c

**Questions 11 to 13** asked three demographic questions to ensure the Survey was being seen by a wide variety of stakeholders. Multiple responses from each category, rent/own, age and household income were received.




**Conclusion:** Milford Community Power can provide attractive options for Milford 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.