

EXETER COMMUNITY POWER PROGRAM



EXETER ELECTRIC AGGREGATION PLAN

December 29, 2021

As Approved by the Exeter voters at Town Meeting on February 5, 2022.

Amended on July 22, 2022 and January 9, 2023 by the Exeter Select Board.



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1. Introduction

As described in this document, the Town of Exeter is developing a Community Power Aggregation Program to provide expanded choice for electric power supply and services for residential and commercial electric customers within the community. This document represents the Energy Aggregation Plan for the Town of Exeter as prescribed by RSA 53:E:6. The Plan has been prepared by the Exeter Community Power Aggregation Committee which was established by the Select Board in May 2021. It describes the purpose of the program, how it will be organized, implemented and operated. It is subject to approval by the Exeter Community Power Aggregation Committee and submission by the Select Board to Town Meeting for adoption by a majority of those present and voting.

What is Community Power Aggregation?

Community Power Aggregation (CPA) refers to the grouping of retail electric customers within a municipality or group of municipalities to provide, broker or contract for electric power supply and related services for those customers. Communities typically implement CPA programs for the sake of cost savings, environmental sustainability, sourcing electricity from local energy sources or some combination of these. With aggregation, Exeter has the potential to offer a wider choice of energy supply options and innovative services to its residents and business, including choices that include a larger proportion of renewable energy.

Community power aggregation programs only change the sources of electricity used to supply the community, and do NOT change how electricity is delivered over the transmission or distribution grid. In Exeter's case, Unitil will remain the utility that is responsible for maintaining the distribution grid and delivering electricity purchased by the program to participating customers. The difference is that the source of the electricity will be chosen by the CPA rather than by Unitil's default energy provider. Customers will have the option to not participate in Exeter's program and continue meeting their electricity needs either through Unitil's default electricity supplier or through a third-party competitive supplier. At the present time we estimate that between 8-10% of residential electricity customers and nearly 40% of commercial and industrial customers in Unitil's service area already choose to purchase their electricity supply through a third party and do not use the utility default supply. The adoption of an Exeter CPA will have no effect on those customers, other than providing them with the option to request to "opt-in" to the program. Details about how customers would participate in Exeter community Power are found in Section 5 of this document.

Why Now?

Community Power Aggregation is not new to New Hampshire and has in fact been allowed since 1996 when RSA 53-E and other statutes associated with electric utility restructuring were enacted. While allowed since then, community power programs have not been used successfully in New Hampshire because of impediments that existed in how the aggregation could be implemented. Those impediments made it difficult to reach the critical mass of customers necessary to establish competitive electric supply contracts. In 2019, changes were made to RSA 53-E that allowed programs to be established under an "opt-out" basis, meaning the community power program can now be set as the default energy source for customers currently receiving the Unitil default energy service unless they choose otherwise. Since this change numerous communities in New Hampshire, like

Exeter, have started to work on developing community power and a statewide coalition of municipalities has formed to facilitate this development (the “Community Power Coalition of New Hampshire”). Responding to this new opportunity, and upon recommendation from the Exeter Energy Committee, the Select Board charged the Exeter Community Power Aggregation Committee with evaluating the advisability of, and preparing a plan for, implementing community power in Exeter.

Approval Process for Exeter’s Community Power Aggregation Plan

This Electric Aggregation Plan was developed by the Electric Aggregation Committee with due input from the public, as required under RSA 53-E. Public hearings were held on November 29th and December 13th, 2021. (See [Appendix](#) for Public Hearing Notice.)

The Electric Aggregation Committee has determined that this Plan satisfies applicable statutory requirements and is in the best, long-term interest of the Town and its residents, businesses, and other ratepayers.

Adoption of this Plan, which is subject to approval by a majority of those present and voting at Town Meeting, will establish Exeter Community Power as an approved electric aggregation program with statutory authorities defined under RSA 53-E:3, to be exercised with due oversight and local governance, as described herein, and will authorize the Exeter Select Board to arrange to procure the necessary professional services and power supplies to implement Exeter Community Power.

Implementation Steps

If this Plan is adopted at Town Meeting, the Select Board and Committee will begin work on implementing the program. This will involve a number of steps, including:

- Submitting the Plan for approval by the Public Utilities Commission, and to Unitil and the Office of the Public Advocate on the same day;
- Jointly soliciting and contracting for third-party services, electricity supply and staff support to launch and operate the Community Power programs through the Community Power Coalition of New Hampshire (CPCNH), or, seeking proposals and contracting for the necessary services, staff support and energy supply sources independently; and
- Developing and publicizing community power program details for customers, including supply alternatives, rate offerings and opt-out procedures.

As the program develops three things will remain constant: (1) Unitil will continue to be our utility, meaning they will continue to deliver electricity to customers, own and operate the distribution system (poles, wires, transformers, substations, etc.) and in most cases, provide account and billing services. (2) Participating in the Exeter Community Power will be completely voluntary. After the electricity rates to be offered under the program are established, customers will be notified and may choose to opt-out of the program, staying with Unitil’s default energy service. (3) Any costs associated with operating the program will be incorporated into rates paid by Exeter Community Power customers only and will not be passed on to customers who choose to opt-out of the program. If it is determined before the program is launched that Exeter Community Power will be unable to offer default electric rates that are initially lower than or competitive with the fixed energy service charge rates offered by Unitil for residential and general service customers (rate schedules D and GS-2), then

implementation of the program will not move forward. The program will not launch unless and until those conditions change.

2. Exeter Community Power: Purpose, Goals and Objectives

For at least the last 10 years, the Town of Exeter has contracted for its municipal energy supply through a municipal energy broker, achieving more stable and often lower rates and access to a broader choice of energy sources and suppliers. For example, with the Town's most recent contract with energy supplier ENGIE LLC, signed in May 2021, the Town will be paying 7.45 cents/kWh whereas as of December 2021 the utility default energy service rate for small to medium non-residential customers has increased from 6 cents/kWh to 15.4 cents/kWh and the residential rate has increased from 7.1 cents/kWh to 17.52 cents/kWh for the next six months due to a spike in energy supply costs. Under Community Power, the same opportunity to seek out more advantageous energy supply contracts can be extended to the entire customer base of the Town.

The **purpose** of the Community Power Aggregation in Exeter is to allow the Town to aggregate retail electric customers to provide more competitive access to competitive supplies of electricity and related services. The intended result will be to offer more customers greater choice to select energy sources, especially renewable sources, at more competitive rates than currently available.

The primary **goals** of the program are as follows:

- Expand and accelerate the use of renewable electric energy in Exeter by making such sources more accessible and affordable to all electric energy customers;
- Facilitate the development of and access to local renewable energy projects; and
- Facilitate the development of innovative energy services and programs available to residents and businesses including smart meters, distributed storage and energy efficiency programs, EV charging, and training and education programs.

These goals are supported by the following **objectives**:

- **Choice and Access.** Expanded choice and access to energy suppliers: Most customers presently do not take advantage of the existing option to choose among energy suppliers. The Exeter Community Power Aggregation program will create readily accessible options for customers to choose from at competitive rates;
- **Regional and Statewide Collaboration.** Collaborate with other municipalities regionally and statewide to expand the aggregation market, share services and expertise, and develop priority projects;
- **Affordable Renewable Energy.** Through access to larger aggregation markets, improve affordability of renewable energy supply options;
- **Partnership with Unital.** Create a strong collaborative partnership with Unital in developing and delivering innovative programs and services;

- **Fiscal Stability.** Ensure fiscal stability through robust energy supply risk management and by establishing strong financial reserves funded through program revenues.
- **Energy Resilience:** Over time, Exeter Community Power will support the development of innovative local energy projects to improve resiliency in power supply. These may include residential battery / back-up power projects, independent electric vehicle charging networks and community microgrids at critical facilities; and
- **Prioritize Clean Energy.** Exeter Community Power will prioritize the development of cost-effective projects that promote the use and development of renewable energy, including:
 - Partnering with businesses and towns in the region to develop renewable energy projects, storage facilities, EV charging stations networks, etc.
 - Support individual residential and business customers in adopting new clean energy technologies and reducing energy consumption.

3. Implementing Community Power in Exeter

The basic process for implementing Community Power Aggregation in New Hampshire is established under RSA 53-E, titled *Aggregation of Electric Customers by Municipalities and Counties*. The law outlines both the steps that are used to establish a community power program in New Hampshire, and the minimum standards that such programs must meet.

A. Requirements per RSA 53-E

At a minimum, the following steps are cited in the statute:

1. The governing body (Select Board in Exeter) may form an electric aggregation committee.
2. The aggregation committee drafts a community power aggregation plan, which must:
 - 2.1. Provide for universal access, reliability, and 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;
 - 2.2. Meet, at a minimum, the basic environmental and service standards established by the Public Utilities Commission and other applicable agencies and laws and rules concerning the provision of service under Community Power; and
 - 2.3. Detail the following elements: organizational structure; operations and funding; rate setting and other costs; whether program established as op-in or opt-out; method for entering and terminating agreements; rights and responsibilities of program participants; how customer net-metering is accounted and compensated; how eligible CPA customers may receive discounted services; how the program may be terminated.

3. As part of the planning process the aggregation committee must solicit public input and hold public hearings.
4. The aggregation committee must determine that the plan is in the best long-term interest of the municipality and its ratepayers.
5. The Select Board may choose to submit the final community power aggregation plan to Town Meeting for adoption.
6. Once adopted, if the Plan calls for the 'opt-out' of the program alternative default service, the municipality must mail written notification to all affected utility customers including description of the program, implication and their rights and responsibilities as participants. The notification must be made at least 30 days before the program begins.
7. A public information meeting must be held to explain the program and answer questions (held within 15 days of above notification).
8. Customers must be afforded the right to opt-out of the power aggregation program's alternative default service anytime within 30 days of notification of rates of such service.

In addition to complying with this process, the Plan must meet certain criteria. As noted, if designed as opt-out, affected customers must be given the right to opt-out within 30 days of notification of the rate of the alternative service. Customers on the utility's default service that do not opt-out will be automatically enrolled in the new community power aggregation program's default service. They may also choose alternatives to the default supply that Exeter Community Power may offer, such as ones with a higher renewable energy content. Customers that already receive service from a competitive energy supplier will not be automatically enrolled in Exeter's program, but may request to opt-in if they choose and if allowed under the contract terms of their existing supplier agreement. Customers that are new to the utility after the initial program launch (e.g., new customers) will have the choice of enrolling in either the utility default service or the community aggregation program's default service. The law also addresses important cost sharing and confidentiality issues. The plan must ensure that customers who do not participate in the aggregation program are not responsible for any costs associated with the program. The Town may, however, operate the program as a self-supporting enterprise and additionally has the option of using revenue bonds to support costs, subject to separate voter approval. Customer data must be treated as confidential and private and not subject to public disclosure under the right to know law (91-A).

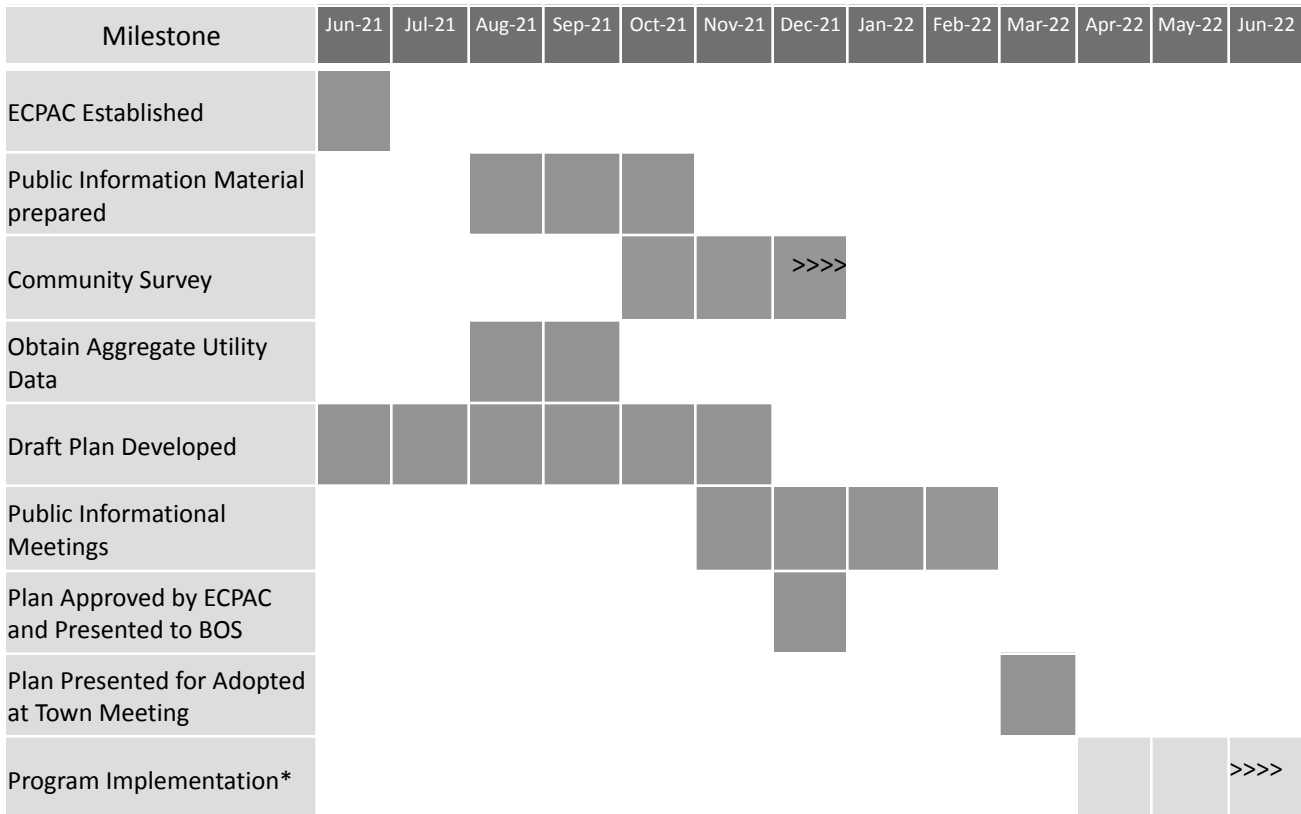
This Plan is designed to be fully compliant with the requirements of RSA 53-E and consistent with industry best practices. Lastly, while the Public Utilities Commission has not yet adopted CPA Administrative Rules, this plan commits Exeter Community Power to complying with such rules (once adopted) along with any additional environmental and service standards established by the Public Utilities Commission and other applicable agencies and laws and rules concerning the provision of service under Community Power.

B. Proposed Timeline for Implementation

The following chart portrays the approximate timeline for the development and implementation of Exeter Community Power. It assumes that the Exeter Select Board determines that the Plan be submitted to Town

Meeting for approval at this coming March 2022 or at a subsequent Town Meeting. If approved at Town Meeting the program’s implementation will then depend on when the Public Utilities Commission adopts the required rules for Community Power Aggregation and approves Exeter’s Community Power Program as presented.

PROPOSED TIMELINE



* This timeline will depend on PUC approval of Exeter’s program and when CPA Administrative Rules are adopted.

C. Parameters of Implementation

The Exeter Community Power Program will adhere to implementation parameters as outlined below. The program will proceed with its launch only if it is able to offer default rates that are initially lower than or competitive with the fixed energy service charge rates offered by Unitil for residential and general service customers (rate schedules D and GS-2). Thereafter, the program will:

- Serve as the default electricity supplier for all customers on a default “opt-out” basis;
- Offer innovative services and generation rates to customers on an "opt-in" or "opt-up" basis (such as 100% renewable premium products, time-varying rates and Net Energy Metering generation credits for customers with solar photovoltaics);
- Operate on a competitive basis, in that customers may choose to switch between Exeter Community Power, service provided by competitive electric power suppliers, and utility-provided default service; and

- Be self-funded through revenues generated by participating customers (the Town will not use taxes to cover program expenses).

4. Program Organization and Administration

Upon approval of this plan by adoption at Town Meeting, Exeter Community Power will be authorized to arrange for the provision of electricity and related services to customers within the Town. As detailed in Section 5, customers currently receiving power through Unitil's default service will be automatically enrolled in Exeter Community Power unless they choose to opt-out, and customers on competitive supply may request to opt-in to the program. The distribution of the purchased electricity will continue to be the responsibility of Unitil and the costs of distribution and related services will be paid to Unitil.

A. Organizational Structure

- **Town Meeting:** In accordance with RSA 53-E:7, the Exeter Town Meeting, as the Legislative Body for the municipality, will, by majority approval of those present and voting, decide whether to adopt the Community Aggregation Plan and thereby authorize the establishment of the Exeter Community Power Program. A Warrant Article pertaining to this question will be prepared by the Select Board to be included in the Town Meeting Warrant for the Exeter Energy Aggregation Plan.
- **Exeter Community Power Aggregation Committee (ECPAC):** Within parameters established by the Select Board, the Aggregation Committee will provide advisory support to the Town as to the ongoing operation of the program, power procurement options, interactions with service providers and overall performance of the program. The Committee may also make recommendations to the Select Board regarding participation in the Community Power Coalition of New Hampshire (CPCNH) and regarding entering into such agreements necessary to implement the program. Additionally, the Select Board may direct the Electric Aggregation Committee to continue to hold meetings for the purpose of providing community input.
- **Select Board:** The Exeter Select Board will have overall responsibility for the Exeter Community Power Program, including oversight and overall governance and will be authorized to contract for the necessary services and power supplies to implement and operate the program, approve Energy Risk Management and Financial Reserves policies, and continue to provide oversight over the program thereafter.

After consultation with the Town Manager and Exeter Community Power Aggregation Committee, the Select Board may (1) decide to conduct a competitive solicitation to hire a Community Power Broker / Service Provider, and may also collaborate with other interested municipalities to conduct this solicitation or (2) determine that the public interest is best served by participating fully in the Community Power Coalition of New Hampshire (CPCNH) to provide for the launch and operation of Exeter Community Power.

These two options have different organizational structures, as summarized below.

Under the Community Power Broker / Service Provider option:

- o **Town Manager:** If so designated by the Select Board, the Town Manager (or their designee) would be responsible for carrying out a competitive solicitation process, and may coordinate with other interested municipalities to conduct a joint solicitation, to hire a Community Power Broker / Service Provider. Thereafter, the Town Manager would provide management oversight of the Exeter Community Power program, including direct oversight of the contracts for power purchasing, customer services, utility relations and fiscal management.
- o **Community Power Broker / Service Provider:** The broker / service provider would manage certain Program activities under the direction of the Town Manager or designee. Their responsibilities would include, among others, coordinating and interacting with Unutil, developing and implementing customer communication and education activities, providing periodic reports to the Town and negotiating an Electric Services Agreement (ESA) with a Competitive Electric Power Supplier (CEPS).
- o **Competitive Electric Power Supplier (CEPS):** The Competitive Supplier would be relied upon to provide all-requirements electricity for the program, along with customer services including staffing web and telephone based services, and would fulfill other responsibilities as detailed in the Electric Services Agreement (ESA), under terms deemed reasonable and appropriate for the retail electric customers by the Town Manager.

Under the Community Power New Hampshire (CPCNH) option:

- o **Exeter's appointed CPCNH Member Representative** (currently, members of the Select Board and ECPAC) would continue to serve on the Coalition's Board of Directors to help oversee the start-up and operation of the agency, provide input regarding the Coalition's public advocacy on matters of policy and regulation, provide feedback and direction to the Coalition's service providers and staff as operations and customer services evolve over time, and report back regularly regarding the performance of Exeter Community Power and on any matter that warrants attention or requires action by the Select Board.
- o **The Select Board** would review and approve the CPCNH Member Cost Sharing Agreement (which would specify the Town's choice of services that Exeter Community Power would rely on CPCNH to provide) along with the Energy Risk Management and Financial Reserves policies prepared by CPCNH (which would govern the program's power procurement and rate-setting decisions). The Select Board may also delegate certain decision-making authorities to the Town Manager and/or Exeter's appointed Member Representative, from time to time, as required to carry out their oversight responsibilities on behalf of Exeter Community Power.
- o **The Community Power Coalition of New Hampshire** has issued a competitive solicitation for the services and credit support necessary to operate the new power agency and will be relied upon to procure electricity and provide all the services required to launch and operate Exeter Community Power (alongside the programs of other participating municipalities across the state). Note that the Coalition would manage Exeter's power supply in accordance with the aforementioned agreements and policies approved by the Select Board (which would, for example, stipulate the Town's choice of how to balance considerations of cost versus higher renewable power content).

- The Coalition would provide the services and credit support necessary to launch and operate Exeter Community Power (along with the programs of other municipalities across the state) and would provide all-requirements electricity to customers participating in the programs.
 - Confidential customer data would be handled in accordance with the Data Security and Privacy Policy.
 - Power procurement and energy portfolio risk management, rate setting, and the accrual of financial reserves for the program would be carried out in accordance with the Coalition’s Energy Portfolio Risk Management, Retail Rates, and Financial Reserves policies.
 - The Coalition would collect revenues from program customers on the Town’s behalf and would recover expenses incurred on behalf of Exeter Community Power in accordance with the Cost Sharing Agreement.
- **The Community Power Coalition of New Hampshire’s Board of Directors** governs the power agency to ensure that the power agency provides the services necessary to carry out each of its members stated policy requirements, such as: increased renewable and local power sources, competitive rates, the accrual of financial reserves, and the promulgation of local programs. The Coalition’s Board would carry out its responsibilities in accordance with the processes specified in the Coalition’s Joint Powers Agreement, including by establishing a number of committees (also composed of Member Representatives) that meet regularly to provide additional oversight over specific areas of focus — such as the Executive Committee, Finance Committee, Governance Committee, Member Operations and Engagement Committee, Regulatory and Legislative Affairs Committee, and Risk Management Committee. For example, the Risk Management Committee (which includes one of Exeter’s appointees) has been tasked with managing the competitive solicitation for services and credit support described above.
- **Unitil:** Unitil will continue to own and operate the distribution grid and be responsible for delivering power to all customers within the Town through that system and, in most cases, for billing Exeter Community Power customers for electricity use. As they are now, customers will be charged for utility delivery services at rates set by the Public Utilities Commission.

B. Administration

The administration will be carried out based on the division of responsibilities and tasks as described in the previous section.

C. Methods for Entering into and Terminating Agreements

This Electric Aggregation Plan authorizes the Exeter Select Board to negotiate, enter into, modify, enforce, and terminate agreements as necessary for the implementation and operation of Exeter Community Power and to delegate such authorities to the Town Manager and/or the Town’s appointed CPCNH Member Representative as they deem appropriate.

D. Termination of the Community Power Program

There is no planned termination date for Exeter Community Power. As envisioned, it will continue for as long as its goals are being achieved and electric customers in Exeter are deriving the intended benefits from the program.

The program may be terminated by affirmative vote of the Town Legislative Body (Town Meeting). Following termination, the Exeter Community Power Program would cease operations after satisfying any obligations contractually entered into prior to termination, and after meeting any advance notification period or other applicable requirements in statute or regulation. Upon cessation of operations, participating customers would either be transferred to default service provided by Unitil or to a competitive electric power supplier of their choosing.

In the event of a decision to terminate the program, Exeter Community Power will provide at least 90 days advance notice regarding the planned termination of the program to participating customers, the Community Power Coalition of NH, the Public Utilities Commission and Unitil.

Upon termination, the balance of any funds accrued in the program's financial reserve fund and other accounts, if any, would be available for distribution or application as directed by the Exeter Select Board and in accordance with any applicable law and regulation.

5. Customer Participation

A. Notification and Enrollment

Prior to launch of Exeter Community Power, a written notification will be mailed to every Unitil retail electric customer in the Town. The Notice will contain instructions on how to "opt-out" or request to "opt-in" to the program, depending on whether they currently are on default service provided by Unitil or take service from a Competitive Electric Power Supplier:

- Customers already served by Competitive Electric Power Suppliers will be notified and may request to "opt-in" to the program; and
- Customers currently on default service provided by Unitil will be notified, provided the opportunity to decline participation, and thereafter transferred to Exeter Community Power if they do not "opt-out".

The notice will contain all required details regarding the Exeter Community Power Program, including a description of the program, the implications for Exeter, and customer rights and responsibilities under the program, including instructions for how to enroll in an optional program or product (see Section 7). The notice to customers on Unitil default service will additionally include the initial fixed rate and all charges for the program's default service that will apply.

All notices will be mailed to customers at least 30 days in advance of program launch and provide instructions for customers on how to opt-out or request to opt-in to the program (for example, by return postcard, calling a

phone number or using a web portal). All such information and notifications will also be made available on the Town's website section established for the Community Power Program.

Optional products, such as energy supplies that have increased renewable power content in excess of the Renewable Portfolio Standard (RPS) content of the program's default product and other energy services may be offered on an "opt-in" basis. We expect those optional offerings, in addition to other related services, to develop and expand over time.

B. New Customers

After the launch of Exeter Community Power, and subject to applicable rules established by the Public Utilities Commission, new customers will be periodically notified by Exeter Community Power or its vendors, provided with the default service rates of both Unitil and Exeter Community Power, and transferred onto Exeter Community Power default service, unless they choose to "opt-out" and take service from Unitil or a Competitive Electric Power Supplier.

C. Opting-out of Exeter Community Power

Customers enrolled in the Exeter Community Power default service may opt-out of the service at any time, by submitting a request to transfer back to Unitil default service or to a Competitive Electric Power Supplier of their choosing. Such requests must be submitted with adequate notice in advance of the customer's next regular meter reading by their distribution utility (Unitil), as if the customer were on utility-provided default service or as otherwise provided for by the Public Utilities Commission. (Customers requesting a transfer on dates other than their next available regular meter reading date may be charged an off-cycle meter reading and billing charge.)

Customers that have opted-in to an optional service product offered by Exeter Community Power may switch back to the Unitil default service or to a Competitive Electric Power Supplier, however, such optional service (for example an opt-up energy supply with higher percentage of renewable energy content) may be subject to different terms and conditions including longer cancellation notice requirements. This would be the case, for example, if an optional energy service had cancellation policies that differed from the default service or that had a specific contract term. Such terms and conditions will be disclosed in advance and as part of the service agreement.

D. Rights and Responsibilities of Program Participants

All participants will have available to them the same customer protection provisions of the law and regulations of New Hampshire, including the right to question billing and service quality practices, as they do under the existing default energy service option with Unitil. Customers will be able to ask questions of and register complaints with the Town, Unitil, and the Public Utilities Commission. As appropriate, customer complaints will be directed to either the Community Power Coalition of New Hampshire, or the broker / service provider / competitive supplier, or to Unitil or the Public Utilities Commission.

E. Participants will continue to be responsible for paying their bills and for providing access to their utility meter and other equipment necessary to carry out utility operations. Failure to do so may result in a customer being transferred from Exeter Community Power back to Unitil (the regulated distribution utility and provider) for default energy service, payment collections and utility shut offs under procedures subject to oversight by the Public Utilities Commission.

Customer Data Privacy

Exeter Community Power shall maintain the confidentiality of individual customer data in compliance with its obligations as a service provider under RSA 363:38 (privacy policies for individual customer data; duties and responsibilities of service providers) and other applicable statutes and Public Utilities Commission rules. Individual customer data includes information that singly or in combination can identify a specific customer including the individual customer's name, service address, billing address, telephone number, account number, payment information, and electricity consumption. Such individual customer data will not be subject to public disclosure under RSA 91-A (access to governmental records and meetings). Suppliers and vendors for Exeter Community Power will be contractually required to maintain the confidentiality of individual customer data pursuant to RSA 363:38, V(b). Appendix 9, *Customer Data Protection Plan*, details the reasonable security procedures and practices that the Town and Exeter Community Power will employ to protect individual customer data from unauthorized access, use, destruction, modification, or disclosure.

Aggregated or anonymized data that does not compromise confidentiality of individual customers may be released at the discretion of Exeter Community Power and as required by law or regulation.

F. Electric Assistance Program Eligibility

The statewide Electric Assistance Program (EAP) provides qualifying customers with a discount on their monthly electric bill ranging from 8% to 76% depending on income and other factors. Exeter Community Power will support income eligible and enrolled customers in the Electric Assistance Program in the same manner as they are now so that they continue to receive qualifying discounts.

Electric Assistance Program discounts for all eligible electric utility customers in New Hampshire are funded by all ratepayers as part of the System Benefits Charge, which is charged to all customers and collected by the electric utilities as part of their electric service and distribution charge.

At present, the Public Utilities Commission and utilities only support provision of the discount to individual customers when the customer's electricity supply charges are billed through the distribution utility. Exeter Community Power plans to rely on Unitil to bill customer accounts enrolled in the Electric Assistance Program. Therefore, the establishment of Exeter Community Power will result in no change in the provision or funding of this program.

G. Universal Access, Reliability and Equitable Treatment for Customers

The Plan provides for universal access for all customers by guaranteeing that all customer classes will be offered service under equitable terms and that all retail electric customers will have reliable access to the program. All customers presently enrolled in Unitil's default service supply will be eligible for automatic enrollment in the program, and they will be automatically enrolled in the Program unless they choose to

opt-out. All customers enrolled in the program's default service will have the right to opt-out at any time with no opt-out charge.

As required by law, the program will ensure the equitable treatment of all classes of customers, subject to any differences arising from their varying opportunities and tariffs. Customers will be treated the same based on their circumstances. For example, any customers that request to opt-in after initially declining the opportunity to participate during the initial enrollment period may be offered rates that reflect how market prices have changed in the intervening period.

H. Education and Outreach

An Education and Outreach Plan will be implemented to fully inform and educate potential customers and participants in advance of enrollment in the Community Power Program. 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.

Upon approval of this Plan, and prior to the start of the Community Power Program, a formal Education and Outreach Plan will be developed and implemented consisting of several components:

- **Initial Outreach and Education:** This will be conducted in advance of mailing customer notifications. It is intended to promote general awareness of the upcoming program, minimize any questions generated by the arrival of the customer notification 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.
- **Customer Mailed Notification:** as described in Section A above, mailed customer notices will be a key component of Exeter Community Power's initial outreach and education initiative.
- **Opt-Out Period Education & Outreach:** The opt-out period will last a minimum of 30 days from the date of mailing of customer notifications. After notices have been sent, the Program will continue its education and outreach to provide 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 and per RSA 53-E, a public information meeting within 15 days of sending written customer notifications.
- **Marketing Plan for Launch:** This component identifies the steps the Program may take in marketing, including identification of media and other community resources, examples of education and outreach documents, and an expected timeframe for the outreach effort.
- **Ongoing Outreach & Education:** Outreach and education activities will continue following Program launch. Key elements may include:
 - Program performance, particularly relating to competitive market prices, financial status and adoption of optional program products.

- o 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 stated Program goals to expand new renewable energy and increase overall renewable energy use.
- o Promotion and support of the NHSaves energy efficiency program, and other energy efficiency, weatherization programs and development of local alternative energy generation.

6. Operation and Funding

A. Operations

Exeter Community Power will contract with qualified vendors and carefully vetted suppliers to provide the services, credit support and electricity required to launch and operate the program.

This plan assumes, but does not require, that Exeter Community Power will participate fully in the Community Power Coalition of New Hampshire (CPCNH) by contracting operational services and power supplies jointly with other participating Community Power programs. Alternatively, the Town may choose to contract with a private third-party entity for services required and will formally evaluate the benefits and costs of each option.

CPCNH or the third-party contractors will be expected to fund the upfront cost of implementing Exeter Community Power, the expense of which will be amortized and recovered in the program’s rates and charges to participating customers. The Program may also seek opportunities to apply for grant funding, either independently or through CPCNH.

Services provided by CPCNH or third-party entities required to launch and operate the program may include the following:

- Procurement of energy supplies;
- Energy portfolio risk management services;
- Wholesale load-serving entity services;
- Electronic data interchange services with the utility; and
- Customer data management, billing, contact management and communications (such as posting notifications, managing a call center and website, etc.).

Additional support services such as management and planning, budgeting and rate setting, local project development support, regulatory compliance, and legislative and regulatory engagement services (on matters that could impact the program and participating customers) will be addressed through a combination of CPCNH staff support and/or third-party services.

Exeter Community Power will provide “all-requirements” electricity supply for its customers, inclusive of all of the electrical energy, capacity, reserves, ancillary services, transmission services (unless otherwise provided for by Unitil), transmission and distribution losses, congestion management, and other such services or products

necessary to provide firm power supply to participants and meet the requirements of New Hampshire's Renewable Portfolio Standard.

If a single supplier is relied upon to provide all-requirements electricity on behalf of Exeter Community Power, then (1) the supply contract will be executed or guaranteed by entities that possess at least a BBB- or equivalent investment-grade rating issued by a nationally recognized statistical rating organization (NRSRO), and (2) the supplier will be required to use proper standards of management and operations, maintain sufficient insurance, and meet appropriate performance requirements for the duration of the supply contract. Alternatively, if a portfolio of contracts with multiple entities is structured to diversify counterparty credit risk exposure, and actively managed to provide for all-requirements electricity on behalf of Exeter Community Power, then counterparty credit requirements and monitoring, hedging transaction authorities, residual ISO-NE market exposure limits, and reporting requirements will be carried out in accordance with Energy Portfolio Risk Management, Rates, and Financial Reserves policies that would be established prior to commencing procurement and implementing the program.

Additionally, RSA 53-E provides Community Power programs with authorities pertaining to meter ownership, meter reading, billing, and other related services. These authorities provide Exeter Community Power with the practical ability to help customers adopt and use innovative technologies (for example, building energy management, smart thermostats, backup battery storage systems, controllable electric vehicle chargers, etc.) in ways that save money, manage load, enhance grid resiliency and reduce the reliance on fossil fuels in our power supply.

While a broad range of innovative services are possible through community power, the implementation of these features and services will take some time to develop. Time is needed both to build the capacity to add these services but also to allow the Public Utilities Commission to adopt enabling rules and coordination with Unitil to adapt existing meter and billing system processes. Refer to section 7-A below for Exeter Community Power's near-term goals for its startup phase.

Additional information on how Exeter Community Power will implement Load Serving Entity (LSE) services is found in [Appendix 8, How Load Serving Entity Services will be Implemented](#).

B. Costs, Funding and Rate Setting

All costs of the Exeter Community Power Program will be recovered in the rates and charges paid by participating customers, under the terms of either the CPCNH Member Cost Sharing Agreement or the Electric Service Agreement negotiated by a third party community power broker / service provider with a Competitive Electric Power Supplier (CEPS).

As stipulated by RSA 53-E, customers who choose not to participate in Exeter Community Power shall not be responsible for any costs associated with the program, apart from incidental costs incurred by the Town prior to the point at which the program starts producing revenue from participating customers. Incidental costs may include the cost associated with planning the establishment of Community Power, reviewing service contracts or the Coalition Joint Powers Agreement by the town attorney, but not any operational or capitalized costs of the program. Those cost are paid only by the participants.

Exeter Community Power will only launch if it is able to offer default rates that are initially lower than or competitive with the fixed energy service charge rates offered by Unitil for residential and general service customers (rate schedules D and GS-2). Going forward the program will strive to maintain competitive rates for all default service customers, as well as customers who opt-in or opt-up to receive optional retail products, while also working to achieve the program's goals. As stated earlier, a major focus of the Program, as set forth in this Plan is to make renewable electric source more available, accessible and affordable to Exeter customers.

In consultation with CPCNH, or the third party broker / service provider, and the Energy Aggregation Committee, the Select Board will adopt Energy Risk Management and Financial Reserve policies to govern the program's power procurement and rate-setting decisions. Rates will be set at a level such that revenues from participating customers are projected to meet or exceed the ongoing operating and capital costs of the program.

To ensure the financial stability of Exeter Community Power, a portion of revenues will be deposited in a financial reserve account. In general, the fund will be restricted for uses such as:

- In the near-term, maintain competitive customer rates in the context of price fluctuations in the electricity market and other factors;
- In the medium term, as collateral for power purchase agreements (including for the development of new renewable and battery storage projects), and for additional credit enhancements and purposes that lower the program's cost of service; and
- Over the long term, may also be used to directly fund other program financial requirements, or to augment the financing for development of new projects and programs in the later years of the program, subject to the Select Board's approval.

Changes to the program's default service rates shall be set and publicly noticed at least 30 days in advance of any rate change. Meetings at which rate changes are considered will be public meetings, noticed in two public places at least 10 days in advance of the meeting.

7. Planned Product Options for Electricity Supply

A. General Approach

As stated earlier, some of the broader benefits of Exeter Community Power (see Section 2) will develop over time. The program's immediate objectives are: (1) to offer competitive default supply rates with higher renewable energy content, (2) accrue operational reserves sufficient to ensure long-term financial stability, (3) offer voluntary products that retail customers may opt-up to receive, such as higher Renewable Portfolio Standard (RPS) power, and (4) to set Net Energy Metering supply rates that at levels that allow local customer-generators (e.g. homes with solar panels or geothermal systems) to participate in the program.

The first phase in the startup of Exeter Community Power will focus on balancing competitive electric rates, renewable power content and the accrual of program reserves to meet these objectives.

B. Planned Initial Electric Supply Options

The table below provides an illustrative example of a default service product and optional “opt-up” products that could be offered to customers:

		OPTIONAL PRODUCTS	
		Green Start (“Opt-Up” Option)	Green Prime (“Opt-Up” Option)
Attributes	DEFAULT SERVICE (automatic enrollment)	Goal: 5-10% above Renewable Portfolio Standard (RPS)	~80-100% Renewable
	Price	Meet or beat default utility rate at launch	Exceeds default utility rate

The products that Exeter Community Power initially offers to customers, and the rates charged for each product, will be refined and finalized in advance of program launch and as power purchase agreements are negotiated by the CPCNH or third party service providers on behalf of the Town.

C. Renewable Portfolio Standard Requirements

New Hampshire’s Renewable Portfolio Standard (RPS) requires all electricity suppliers to obtain renewable energy credits (“RECs”) for four distinct “classes” of renewables, each distinguishing between different technologies and dependent upon the year that the generators came online.

For 2021, Unitil is required to include 21.6% renewable energy in their energy supply. This minimum compliance requirement will increase incrementally to 25.2% by 2025 and remain fixed thereafter, absent an increase in the RPS.

Exeter Community Power will seek to procure voluntary renewables in excess of the RPS minimum requirements from “Class I” resources (as defined in Attachment 3). Additionally, the program could prioritize including as much renewable energy sourced from generating resources located in New Hampshire and New England as possible.

8. Inventory of Customer Electric Demand in Exeter

Electricity customers are classified into three broad categories in the table below (Municipal, Residential, and Commercial & Industrial), which shows the total number and annual electricity usage of all customers within Exeter. As of the drafting of this plan, we do not have information about the number of customers in each category currently use the Unitil default energy service versus those who already purchase electricity from a competitive supplier. Note that only non-municipal customers that are receiving Unitil default service would be automatically enrolled on an “opt-out” basis into the Exeter Community Power service.

System wide, according to recent “Customer Migration” PUC filings by Unitil, approximately 89% of all customers and 61% of annual kWh usage are classified under default supply. More detailed standardized demand data will be obtained from Unitil in advance of initiating procuring electricity. Refer to “Customer Data Privacy” in Section 5 above and Appendix 9, Customer Data Protection Plan for details on how data confidentiality will be maintained in compliance with applicable statutes and regulations.

CUSTOMER ACCOUNT AND USAGE DATA - EXETER

	Unitil ALL CUSTOMERS		Unitil Default Supply Customers (Eligible for Opt-Out Notifications & Automatic Enrollment)		Competitive Supply Customers (Eligible for Opt-In Notifications & Voluntary Enrollment)	
	Customer Accounts	Annual Usage (MWh)	Customer Accounts	Annual Usage (MWh)	Customer Accounts	Annual Usage (MWh)
Municipal	820	7,348.1	TBD	TBD	TBD	TBD
Residential	7305	51,727.9	TBD	TBD	TBD	TBD
Comm & Ind	1083	89,075.2	TBD	TBD	TBD	TBD
Total	9208	148,151.2	TBD	TBD	TBD	TBD

Source: Unitil; information for 2020 calendar year.

9. Relationship with Community Power Coalition of New Hampshire (CPCNH)

Exeter is a founding member of the Community Power Coalition of New Hampshire (“the Coalition” or “CPCNH”), a Joint Powers Agency authorized under RSA 53-A (“Agreements Between Governments: Joint Exercise of Powers”) that will operate on a not-for-profit basis. RSA 53-A enables groups of communities to exercise the same powers that they are authorized to do individually.

Exeter has appointed representatives to the Coalition’s Board of Directors to help oversee and govern the new power agency. All meetings are subject to NH’s Right to Know Law and open to the public.

The Coalition was created to facilitate community power programs in towns, cities, and counties across New Hampshire. Specifically, the Coalition was established to assist in the following ways:

1. Access the resources and support required to streamline the process of establishing an Electric Aggregation Committee, drafting an Electric Aggregation Plan and approving a new Community Power program.
2. Jointly solicit and contract for third-party services and staff support to launch and operate Community Power programs, without requiring any upfront costs or imposing any financial liabilities on participating communities.
3. Participate in joint power solicitations and local project development opportunities.
4. Share knowledge and collaborate regionally on clean energy and resilient infrastructure development at the community-level throughout the state.
5. Advocate for Community Power Programs with the Legislature, and Public Utilities Commission and state agencies on public policy issues related to energy and Community Power.

The Coalition is governed by its community members under a joint powers agreement executed by each member with a voluntary and flexible membership structure. It is organized for the purpose of providing cost competitive electricity services on a statewide basis. See [Appendix 6](#) for additional information about the Coalition.

This Aggregation Plan assumes, but does not require, that the Exeter Community Power program will rely upon the Coalition's member services to launch and operate the program. Based on the design and projected size of the Coalition, the Aggregation Committee anticipates that implementing community power in Exeter through CPCNH will result in cost savings, less need for town staff support and enhanced future access to innovative energy projects and services. However, the Select Board retains the authority to contract for any and all required program services and electricity supplies, and to pursue program implementation and future projects independently of the Coalition.

10. Net Metering Compensation

Net metering process in New Hampshire is governed by RSA 362 A. Under the provisions of this statute, customers who install renewable generation or qualifying combined heat and power systems up to 1,000 kilowatts in size are eligible to receive credit or compensation for any electricity generated onsite in excess of their onsite usage.

Any surplus generation produced by these systems flows back into the distribution grid and offsets the electricity that would otherwise have to be purchased from the regional wholesale market to serve other customers.

Currently, customer-generators are charged their full retail rate for electricity supplied by Unitil and receive credits for electricity they export to the grid based on Unitil's Net Energy Metering (NEM) tariffs.

Exeter Community Power, as governed by applicable PUC rules and guidance, intends to provide rates and terms that compensate participating customer-generators for the electricity supply component of their net metered surplus generation.

Customer-generators will continue to receive any non-supply related components (e.g., transmission and distribution credits) directly from Unitil, as specified under the terms of their applicable net energy metering tariff.

Certain aspects of administering net energy metering will require coordination between Unitil and Exeter Community Power. The enabling services and strategies that Exeter Community Power may pursue, in order to benefit and encourage customers to adopt distributed generation, include but are not limited to:

- Dual-billing customer-generators separately for supply services;
- Offering time-varying rates and alternative credit mechanisms to compensate customers for surplus generation;
- Streamlining the establishment of new Group Net Metering and Low-Moderate Income Solar Project groups;
- Facilitating interval meter and Renewable Energy Certificate (REC) meter installations for customer-generators; and
- Engaging at the Legislature and Public Utilities Commission to advocate for upgrades and reforms to metering and billing infrastructure and business processes to enable Net Energy Metering and other innovative services to benefit customer-generators.

If the Unitil has not fully implemented Public Utilities Commission rules and procedures governing Community Power Aggregation service, certain groups of customers on default service provided by the Unitil may need to be offered service on an opt-in basis, and/or offered service on an opt-out basis at a future date. For example, if Unitil is unable to reliably provide Exeter Community Power with the data on customer-generators necessary to offer Net Energy Metering (NEM) rates and terms, then Exeter Community Power may initially choose to not enroll customer-generators on an opt-out basis, as doing so could risk negatively impacting NEM customer billing and crediting procedures.

Exeter Community Power's exact terms, conditions, and rates for compensating and crediting different types of Net Energy Metering customer generators in Exeter are not established at this time and will be set at duly noticed public meetings and fully disclosed to all prospective Net Energy Metering customers through the program's enrollment and rate setting notification processes as outlined in Sections 5 and 6.

11. Public Input Process

Efforts to inform the public about community power have already begun. The Exeter Community Power Aggregation Committee (ECPAC) has produced a brochure explaining community power programs and how Exeter might benefit from participation. In addition, ECPAC hosted a panel discussion aired on Exeter TV in which members of the Committee, a representative from Unitil, the town manager of Hanover and a founding member of the Community Power Coalition of NH addressed a set of frequently asked questions as well as questions from the viewing audience. Both the brochure and the panel's Q/A can be accessed on the ECPAC website and are included in the Appendix of this Plan.

Public Hearings required by RSA 53E took place on November 29, 2021 and December 13, 2021. These hearings were held to inform the public about community power in general, to explain the important features of Exeter’s electric aggregation plan (EAP), and to invite questions, comments and input from the public on the draft EAP. Should the Exeter Select Board recommend the adoption of Exeter’s EAP in a warrant article for town vote, members of ECPAC will be present at the deliberative session to hear comments and answer questions from town voters. If the town votes to accept the community power plan, ECPAC will then conduct additional efforts to reach out to the community, specifically to fully inform and educate potential customers and participants in advance of the implementation of the program. Specific steps for outreach that will be taken during program implementation are outlined in Section 5.H. above.

12. Amending the Electric Aggregation Plan

From time to time, it may be necessary to amend the Exeter Community Power Aggregation Plan. As provided for in RSA 53-E:7, such amendments or modifications to the Plan itself or to the electric aggregation program it establishes, once adopted by Town Meeting, may be made by the Select Board. Such amendments to the plan or program may be made following a duly noticed public hearing at which the amendments or modifications are presented.

13. APPENDICIES

1. [Community Power Enabling Statute \(RSA 53-E\)](#)
2. [Public Information Materials](#)
3. [Community Power Survey](#)
4. [Exeter Community Power Question and Answers Script](#)
5. [Public Hearing Notice](#)
6. [Overview of the Community Power Coalition of New Hampshire](#)
7. [Available Utility Data](#)
8. [How Load Serving Entity Services will be Implemented](#)
9. [Customer Data Protection Plan](#)

APPENDIX 1: COMMUNITY POWER ENABLING STATUTES AND AMENDMENTS

RSA 53-E

Aggregation of Electric Customers by Municipalities And Counties

HB 315

(Amendments to RSA 53-E and related statutes adopted June 24, 2021)

*AN ACT relative to the aggregation of electric customers and municipal host customer generators serving
political subdivisions*

APPENDIX 2: PUBLIC INFORMATION MATERIALS

APPENDIX 3: COMMUNITY POWER SURVEY

**APPENDIX 4: EXETER COMMUNITY POWER QUESTION AND ANSWERS
SCRIPT**

APPENDIX 5: PUBLIC HEARING NOTICE

APPENDIX 6: Overview of Community Power Coalition of New Hampshire



Exeter is a founding member of the Community Power Coalition of New Hampshire (CPCNH), a nonprofit joint powers agency authorized under RSA 53-A and governed by participating communities under the terms of the Joint Powers Agreement unanimously approved by Exeter’s Select Board on May 10, 2021.

The Joint Powers Agreement is available on the Coalition’s webpage (<https://www.cpcnh.org/about>). The agreement includes the nonprofit’s Bylaws and Articles of Agreement, and details the common purpose, authorities, structure, Board of Directors, committees, cost sharing principals, liability protections, and other aspects of the organization.

Joint powers agencies are governed by communities, operated on a not-for-profit basis, and allow Community Power programs to voluntarily join forces to take advantage of economies of scale and shared services to boost operational efficiencies.

The public power industry has created over seventy joint powers agencies in the last fifty years, and several hundred local governments operate Community Power programs through joint powers agencies or comparable collaborative governance structures in Massachusetts, New York, Ohio, Illinois, and California.

The experience of these markets demonstrates that the economics of joint purchasing can enable access to advanced services and expertise for participating Community Power programs, which helps keep power rates competitive and supports long-term financial stability.

Coalition Governance Structure

The Coalition was incorporated on October 1, 2021 by the following founding local government Members: the cities of Lebanon, Nashua and Dover; the towns of Hanover, Harrisville, Exeter, Rye, Warner, Walpole, Plainfield, Newmarket, Enfield and Durham; and Cheshire County (<https://www.cpcnh.org/incorporation-article>). The city of Portsmouth and the towns of Hudson, New London, Pembroke and Webster joined after incorporation.

Municipalities that adopt the Joint Powers Agreement in the future may subsequently apply for membership in the Coalition under the terms and procedures provided for under the joint powers agreement.

Each Member has appointed a Director and Alternate to serve on the Coalition’s Board of Directors. The Board directly oversees the initial startup and implementation activities of the Coalition.

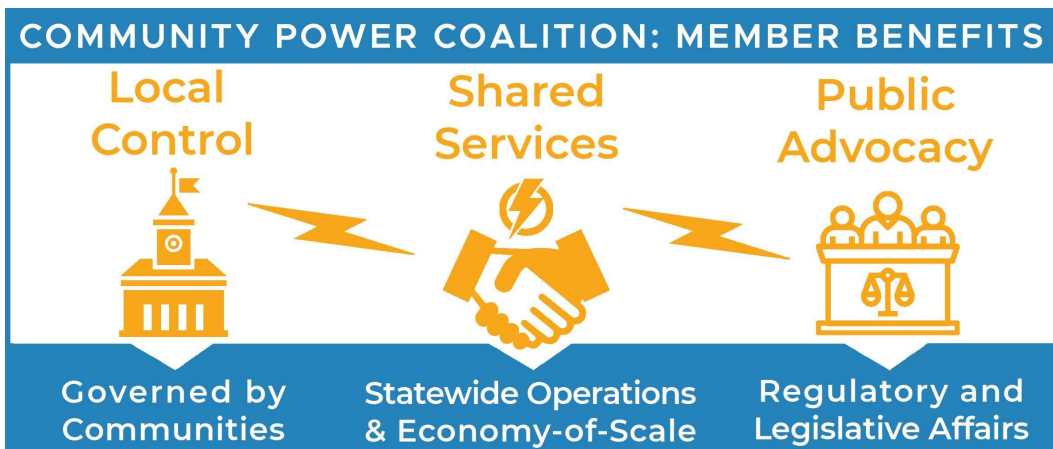
Exeter and all other members are directly represented on the Coalition’s Board until more than twenty-one (21) members join, at which point directors will be elected by vote of the members’ representatives at annual meetings (with a Board size of between 11 and 21 representatives, at the members’ direction).

Additionally, to exercise more regular oversight over specific aspects of the joint powers agency, the Coalition will have six standing committees: Executive, Finance, Audit, Regulatory and Legislative Affairs, Risk Management and Governance. The Board may also establish ad-hoc committees — and has already established the “Member Operations & Advisory Committee” as such — and each direct project that members choose to pursue in the future will be overseen by a committee specific to that project.

All meetings of the Coalition are posted online (<https://www.cpcnh.org/calendar>) and comply with New Hampshire’s Right-to-Know Law (RSA 91-A) — the purpose of which is to “ensure both the greatest possible public access to the actions, discussions and records of all public bodies, and their accountability to the people”, based on the recognition that “openness in the conduct of public business is essential to a democratic society.”

Coalition Member Benefits

The Coalition is governed “for communities, by communities” under a voluntary and flexible membership structure, will provide competitive electricity service on a statewide basis, and will strengthen the ability of communities to coordinate effectively on public advocacy issues.



The 18 city and town members of the Coalition (<https://www.cpcnh.org/members>) represent more than 270,000 residents, or about 20% of the population of New Hampshire. To put the anticipated electricity usage of all Coalition Members Community Power programs in context, at full enrollment of all eligible customers, the Coalition would be larger in size than the default service loads of Unitil, Liberty Utilities and the New Hampshire Electric Coop on an individual basis, and smaller than Eversource (New Hampshire's largest investor-owned distribution utility).

Based on the design and projected size of the Coalition, the Exeter Community Power Aggregation Committee anticipates that implementing community power in Exeter through CPCNH will result in cost savings, lower staff requirements and enhanced access to innovative energy services.

The Exeter Electric Aggregation Plan anticipates relying upon the Coalition’s member services to launch and operate Exeter Community Power, but approval of this plan does not commit the Select Board to doing so. The Select Board retains the authority to contract for any and all required program services and electricity supplies,

and to pursue projects independently of the Coalition. (See explanation of alternative program organization models in Section 4 of the Plan.)

The Coalition was created to provide municipalities across New Hampshire with a number of distinct benefits in terms of transparency, scope and cost of Community Power services, regulatory and policy engagement, local program options, quality of energy risk management advice, the accrual of financial reserves sufficient to ensure long-term financial stability, and opportunities to develop new energy projects.

These benefits are summarized in the “Coalition Member Services” and “Regulatory and Policy Advocacy” sections below, and additional details are available online (<https://www.cpcnh.org/services>):

A. Coalition Member Services

The Coalition’s business model has been designed to provide Community Power programs with:

- **Innovative local programs and customer services:** new rates, technologies and services for customers that lower electricity supply costs and risk for the program in aggregate, along with the electricity bills of participating customers from a “full bill” perspective (i.e., inclusive of transmission and distribution charges).
- **Energy Risk Management & Financial Reserve Policies, Procedures and Practices:** expert guidance on energy risk management, procurement of a diversified portfolio of energy contracts, rate setting, and financial reserves — sufficient to ensure the stability and operational continuity of Community Power programs over the long-term (as technologies, market dynamics, risk factors, consumer preferences and energy policies continue to evolve).
- **Development of Renewable and Battery Storage Projects:** joint contracting opportunities for the construction of new renewable and battery storage projects financed under long-term contracts — to diversify program energy portfolios, provide a physical hedge against wholesale market price fluctuations, enhance the resiliency of our electrical grid, and stimulate local construction and economic development.

The Coalition intends to contract with qualified vendors and credit-worthy suppliers to provide the services, credit support and electricity required to launch and operate Community Power programs. These third parties are expected to fund the upfront cost of implementing Community Power programs, the expense of which would be amortized and recovered for a specified term, along with ongoing operating costs, in customer rates.

The extent of services offered by the Coalition is expected to thereafter expand over time, in response to new market opportunities and ongoing regulatory rule reforms, and to meet the local objectives of participating Community Power programs. The Coalition also plans to hire a small number of qualified staff to ensure effective oversight of operations, as well as enhanced transparency and expert management as the Coalition’s business operations evolve.

B. Coalition Public Advocacy

Changes in law and regulations that adversely impact Community Power programs will be a non-trivial source of risk for Exeter Community Power.

Additionally, extending and maintaining the full range of benefits that Exeter Community Power could create for customers will require informed participation and advocacy on energy issues at the Legislature and Public Utilities Commission.

Coordination with other municipalities and Community Power initiatives on matters of common interest through the Coalition have already produced meaningful results in these areas. For example, over the last year, the communities involved in the formation of the Coalition have:

- Participated in the Community Power informal rule drafting process, including by providing the initial and subsequent draft rules for discussion, arranging bilateral meetings with utilities and other stakeholders, and leading significant portions of the subsequent stakeholder workshops at the request of Public Utilities Commission staff.
- Intervened in regulatory proceedings to represent the interests of customers and Community Power programs, such as by advocating for expanded data access in the Commission’s Statewide Data Platform docket (DE 19-197), under which a settlement agreement with the utilities was negotiated and recently submitted to the Public Utilities Commission. (If adopted, the settlement would create a “Statewide Data Platform” to enable data access for customers and Community Power programs, which would be overseen by a Governance Council that includes Coalition representatives.)
- Testified in legislative hearings — and organized hundreds of people, elected officials and civic organizations to register in support of the Coalition’s position on key legislation — in order to successfully negotiate critical amendments to two bills recently signed into law:
 - House Bill 315, which clarifies and expands key Community Power authorities; and
 - Senate Bill 91, which expands battery storage options for customers as well as Net Energy Metering for communities and established a committee to study the creation of a new market that would expand the ability of Community Power programs to buy from in-state generators and battery storage projects (under 5 megawatts in size).

Exeter Community Power will continue and expand on these activities through the Coalition.

Coalition Cost Sharing Structure & Contracting Process

Under the terms of New Hampshire’s Community Power law ([RSA 53-E](#)):

- Community Power programs must be self-funded, with ongoing costs paid for using the revenues generated by participating customers.
- Municipalities are only allowed to incur incidental costs associated with implementing Community Power programs, such as the costs necessary to comply with the Community Power law, up to the time that the program starts to produce revenue from participating customers.

Membership in the Coalition, and the implementation of Exeter Community Power, will not require any upfront cost for the Town other than such incidental expenses (i.e., the staff time, counsel review of agreements, and other costs required to comply with the Community Power law).

To provide the services, credit support and electricity supply required to launch and operate Exeter Community Power:

- The Coalition will administer competitive solicitations on behalf of all participating Community Power programs to contract with qualified vendors and credit-worthy suppliers.
- Vendors are expected to fund and self-manage the upfront cost of launching Community Power programs, under at-risk and performance-based contract structures with payments contingent upon successful launch.
- Program implementation costs for Exeter, along with ongoing operational and power procurement

expenses, will be factored into the customer rates and be recovered from the revenues received from participating customers after the launch of Exeter Community Power.

Similar solicitations and at-risk, performance-based contract structures have been used to successfully launch and operate new joint powers agencies in other Community Power markets.

Exeter's representatives on the Coalition's Board of Directors are participating in the solicitation of services, agency startup activities and the development of a cost-sharing agreement with other founding members.

The Coalition's Joint Powers Agreement provides certain requirements regarding how costs will be tracked and shared across participating Community Power programs, which will guide the development of the Coalition cost-sharing agreement:

- Costs will be tracked in three distinct categories: direct project costs, member services, and general and administrative costs (which are overhead costs that are not associated with any specific project or member service);
- Member cost-sharing agreements will be the same in all material respects: general and administrative costs will be allocated based on each Community Power program's share of total electricity usage each year, while each member will choose and separately pay for the costs of specific services and projects (under terms that reflect a fair allocation across all the members that chose the same services and projects); and
- The debts, liabilities and obligations of the Coalition, and of other participating Community Power programs, will be non-recourse to Exeter (unless expressly agreed to by the Select Board under Exeter's Cost Sharing Agreement or a Project Contract).

The Coalition intends to contract for all the services required to launch and operate member Community Power programs, which is expected to enable access to advanced services and expertise at least cost for Exeter Community Power. However, note that:

- The Town will be under no obligation to rely on the services provided through the Coalition until the Select Board executes the Coalition's cost-sharing agreement and chooses which services will be provided through the Coalition.
- At that time, the Select Board may decide to rely on the Coalition for all or a subset of the services required to launch and operate Exeter Community Power. Additionally, if the Select Board decides to rely on the Coalition to provide all-requirements electricity supply to Exeter Community Power's customers, the Select Board will also review and adopt Energy Portfolio Risk Management, Retail Rates, and Financial Reserves policies provided by the Coalition. The program's power procurement will be governed by these policies, such that the Coalition will, for example, procure power with the renewable content specified by the Town and balance cost objectives to meet the program's rate-setting goals.
- Alternatively, the Select Board could decide to withdraw from the Coalition entirely, prior to the point at which power procurement is authorized on behalf of Exeter Community Power, and launch Exeter Community Power independently without any cost or continuing obligations to the Coalition.
- Lastly, after Exeter Community Power launches, the Town could still decide to procure certain services independently or to withdraw from the Coalition at a future date, subject to the terms, conditions and any continuing obligations specified in the cost-sharing agreement approved by the Select Board.

Decisions made by the Select Board regarding how to best implement and operate Exeter Community Power, including the execution of the Coalition cost-sharing agreement and selection of services provided through the Coalition, will be made at duly noticed public meetings.

Coalition Energy Risk Management & Financial Reserves Policies

Exeter Community Power's ability to maintain competitive rates, as market prices and Unitil's default rates change over time, is a primary goal for the program. Competitive rates will significantly reduce the risk that customers opt-out of Exeter Community Power and allow the program to achieve our medium- to long-term goals.

To that end, working with the other members of the Coalition, Exeter Community Power will adopt Energy Risk Management and Financial Reserves policies. The purpose of these policies is to:

- Ensure that Exeter Community Power allocates customer revenues in ways that balance our community's goals and objectives over the short-to-long term; and
- Define how the Coalition will conduct energy risk management, procurement and market operations on behalf of Exeter Community Power (so that the Coalition remains in compliance with our policies).

Combined with the operational procedures and practices of the Coalition's business model, these policies are designed to ensure that Exeter Community Power and all participating members of the Coalition will be able to:

- Foresee, forecast and adequately plan for adverse contingencies (such as power supply shocks, economic downturns and changes in policy and regulations);
- Structure and manage a diversified portfolio (or "book") of physical and financial energy contracts in order to (1) hedge price risk in an optimal fashion by assessing the cost of entering into forward contracts against the risk of wholesale market price exposure, (2) transact quickly to take advantage of changing market conditions and (3) incorporate energy contracts from a variety of preferred sources (e.g., renewables and battery storage assets, local generators, customer-generators and demand response programs, etc.);
- Maintain competitive rates, and additionally set aside funds to accrue financial reserves, while also implementing local programs (designed in ways that lower portfolio costs and risk factors);
- Draw on financial reserves or credit support sufficient to maintain (1) rate stability for participating customers and (2) adequate cash flow for the Coalition's operations over the course of any adverse events and periods.

As Exeter Community Power accrues financial reserves, the Coalition will be able to facilitate additional ways to lower costs, create new value, and further enhance the financial stability of the program. As one example, the accrual of sufficient reserves will allow Exeter Community Power to begin self-providing the collateral required for wholesale power market transactions and power purchase agreements. This will lower the capital costs and risk premiums otherwise embedded into the price of power contracts negotiated by the Coalition. Similarly, the Coalition also intends to facilitate joint project development opportunities across participating Community Power programs, and to explore opportunities to jointly satisfy collateral obligations within these arrangements.

Lastly, the combination of the Coalition's approach to energy portfolio risk management and the accrual of sufficient financial reserves by participating members is what will enable Exeter Community Power to enter into long-term contracts — in order to construct new renewable and battery storage projects.

Coalition Design & Start Up Process To-Date

The Coalition “Organizing Group” was initially convened in December 2019, with communities interested in Community Power meeting regularly to research national best practices and explore the viability of establishing a collaborative nonprofit to share services across municipalities and counties:

- The Coalition’s initial Organizing Group consisted of the cities of Lebanon and Nashua, the towns of Hanover and Harrisville, and Cheshire County;
- Technical and community advisors included representatives from both Thayer School of Engineering and Tuck School of Business at Dartmouth, the Monadnock Sustainability Hub, Clean Energy New Hampshire, Growing Edge Partners and Community Choice Partners, Inc.;
- Activities were carried out in four working group tracks: Governance Agreements, Regulatory and Policy Engagement, Design and Implementation, and Community Engagement.

Members of the Coalition’s Organizing Group have:

- Participated in the Community Power informal rule drafting process, including by providing the initial and subsequent draft rules for discussion, arranging bilateral meetings with utilities and other stakeholders, and leading significant portions of the subsequent stakeholder workshops at the request of Public Utilities Commission staff;
- Intervened in regulatory proceedings and legislative hearings to represent the interests of communities and customers, such as by advocating for expanded data access in the Commission’s Statewide Data Platform docket, DE 19-197, and successfully negotiating the clarification and expansion of key Community Power authorities in House Bill 315;
- Assessed power agency design best practices — in terms of public governance and competitive operating models — by interviewing elected officials, senior staff and vendors operating Community Power programs in other states, along with representatives from public power associations (such as the American Public Power Association and the Vermont Public Power Supply Authority) and other industry experts; and
- Hosted a virtual summit on Community Power that was attended by over eighty representatives from thirty-one municipalities, collectively representing one-quarter of the state’s default electricity market.

The City of Lebanon, using grant funding and in collaboration with the Organizing Group executed legal, community engagement and professional service contracts to help formally establish and implement the Community Power Coalition of New Hampshire.

A. Joint Powers Agreement Drafting Process

The Organizing Group began by surveying other Community Power states and the broader public power industry, assessed the legal and governance structure of a selection of successful nonprofit power agencies that provide services to multiple municipal members, and interviewed staff and elected officials involved.

After discussing joint governance issues and reviewing the governance documents of comparable entities, the Organizing Group created a draft Joint Powers Agreement for the Coalition in July 2020. In September 2020, the City of Lebanon and Town of Hanover, in collaboration with the Organizing Group, reviewed six responses to a Request for Qualifications and retained the legal services of Duncan, Weinberg, Genzer & Pembroke, P.C. (DWGP). The firm was hired to provide advice on key aspects of joint power agency governance and to finalize the Coalition’s Joint Powers Agreement, in compliance with RSA 53-A., with additional support provided by

New Hampshire counsel on a subcontracted basis. DWGP are national leaders with over 50 years in public power legal guidance, and the project was led by DWGP President Michael Postar Esq.

The Joint Powers Agreement was finalized in December 2020.

B. Community Outreach and Implementation Process

In February 2021, the City of Lebanon, using previously secured grant funding and in collaboration with the Coalition's Organizing Group, contracted with Henry Herndon (formerly the Director of Local Energy Solutions at Clean Energy New Hampshire) and Samuel Golding, President of Community Choice Partners, Inc., to provide implementation support services prior to launch.

Mr. Herndon was enlisted to facilitate branding and policy communication efforts, draft an outreach strategy, compile resources and facilitate the engagement of prospective members, and onboard new members and their representatives throughout the state to the Coalition.

Mr. Golding was enlisted to advise on Community Power rule development at the Public Utilities Commission and other regulatory and legislative affairs, draft Electric Aggregation Plans and support municipalities through the local approval process, create educational materials and presentations, draft a business plan and budget for the Coalition, advise on Board policies and staffing, prepare vendor surveys and a request for proposals for the services and financing required to launch Community Power programs, and assist in the bid evaluation, award and contracting process.

C. Incorporation, Organizational Development & Request for Services Process

Since incorporating as a Joint Powers Agency and government instrumentality on October 1st, 2021, the Coalition's Board of Directors has grown to 37 representatives — elected officials, staff and volunteers serving on local energy committees — appointed by each of the Coalition's 19 member communities to serve as either a Director or Alternate Director.

The Board moved quickly to establish an Executive Committee, Finance Committee, Member Operations & Engagement Committee, Risk Management Committee, and CEO and Staff Search Committee, and to put in place the structures, protocols and work plans required to commence the process of launching the power enterprise. At present, the Regulatory & Legislative Affairs Committee and Governance Committee are under formation as well.

On December 17th 2021, the Coalition issued a Request for Information (RFI) for operational services and credit support. On April 25th 2022, the Coalition issued a Request for Proposals for Comprehensive Services and Credit Support. The solicitations are available online (<https://www.cpcnh.org/solicitations>) and accompanied by substantial reference documentation (such as the Coalition's draft Business Plan).

Additionally, Duncan, Weinberg, Genzer & Pembroke, P.C. was hired by the Coalition to provide legal services, and to act as General Counsel for the power agency, throughout its startup and early-stage operations, Community Choice Partners was contracted as lead technical consultant, and Herndon Enterprises, LLC was contracted to provide organizational and member services support.

Since incorporation, the Coalition has received approximately \$135,000 in grants and donations to cover start-up administrative expenses and consulting services and is pursuing additional grant funding and donations to supplement the agency's budget.

APPENDIX 7: AVAILABLE UTILITY DATA

Electrical Use Data by Property Class - Town of Exeter (2019 2020)

Customer Migration Report – Unitil System Wide

APPENDIX 8: HOW LOAD SERVING ENTITY SERVICES WILL BE IMPLEMENTED

Exeter Community Power will implement Load Serving Entity (LSE) services, for the purpose of procuring or selling electricity on behalf of customers participating in the aggregation.

This plan assumes, but does not require, that the Town will participate fully in and rely on the services provided through the Community Power Coalition of New Hampshire (CPCNH) for the purposes of implementing and operating Exeter Community Power.

The Role & Responsibility of Load Serving Entities

A Load Serving Entity (LSE) is an entity that has registered with ISO New England (ISO-NE, the nonprofit regional wholesale electricity market operator) as a market participant and assumes responsibility for securing and selling electric energy and related services to serve the demand of retail customers at the distribution level (i.e., homes and businesses).

As context, every retail customer in New Hampshire (and across New England) is assigned to a specific Load Serving Entity at all times:

- Customers on utility default service are periodically re-assigned to whichever Competitive Supplier has won the utility's most recent auction or the utility as LSE. Refer to [Attachment 4](#) for an overview of utility default procurement solicitations.
- Similarly, customers are assigned to a different Load Serving Entity whenever they are transferred to CPA service on an opt-out default basis, choose to opt-in to take service from the CPA, or switch to a Competitive Supplier of their choosing.

Consequently, all Competitive Suppliers and Community Power Aggregators (CPAs) in New Hampshire are required to either:

1. Register as a Load Serving Entity with ISO-NE; or
2. Contract with a third-party that has agreed to be the Load Serving Entity responsible for the Competitive Supplier's or CPA's customers.

To ensure that customers receive firm power supply, there are a variety of services that need to be performed and electrical products that must be procured or otherwise provided. The required products and services are referred to as "all requirements energy" (or alternatively, "full requirements service").

The role of Load Serving Entities is to provide, arrange for, or otherwise pay for the cost of providing all requirements energy to customers. The majority of these requirements are defined by the ISO-NE wholesale market operator, which is subject to Federal oversight, but certain requirements are defined by the state in which the LSE registers to serve customers (Renewable Portfolio Standard requirements, for example).

In New Hampshire, full-requirements energy is defined as the provision or cost of (1) electrical energy, capacity, and reserves (including transmission and distribution losses); (2) ancillary services, congestion management, and transmission services (to the extent not already provided by the customer's utility); (3) the costs associated

with complying with New Hampshire’s Renewable Portfolio Standard (i.e., the cost of purchasing Renewable Energy Credits or, if an insufficient number of credits is procured, the cost of Alternative Compliance Payments, as detailed in Attachment 3); and (4) other services or products necessary to provide firm power supply to customers (i.e., because the definition and requirements of the above products and services are subject to change over time).

Each of the above products and services is procured, provided, and accounted for in different ways, through market mechanisms and regulated processes that have been designed to accommodate the unique characteristics of the product or service in question.

Given the complex and capital-intensive nature of providing all requirements electricity to customers, Load Serving Entities are subject to significant state and Federal oversight, in terms of registration, reporting, and financial security requirements.

The web pages below provide current information regarding Load Serving Entity registration, financial security, and renewal requirements to operate in ISO-NE and New Hampshire:

- ISO-NE: [New Participant Registration Instructions](#)
- NH PUC: [Forms for Competitive Electric Power Suppliers and Electric Load Aggregators](#)
- Eversource: [Electric Information for Suppliers & Aggregators](#)
- Unitil: [Energy Supplier Resources](#)
- Liberty Utilities: [Become a Liberty Utilities Approved Supplier](#)
- New Hampshire Electric Cooperative: [Supplier Information](#)

Responsibilities of the Community Power Coalition of New Hampshire (CPCNH)

The Town currently anticipates that it will contract with CPCNH, as an all-requirements joint powers agency, for the provision of LSE services, all requirements energy supply and all other energy services required to implement and operate Exeter Community Power.

CPCNH Competitive Solicitation for Comprehensive Services and Credit Support

On behalf of the Town and CPCNH’s eighteen other Member communities, each of which are in various stages of authorizing Community Power Aggregations, CPCNH issued a Request for Proposals (RFP) for Comprehensive Services and Credit Support on April 25, 2022 and is currently conducting a solicitation process “to select a qualified entity or group of entities to provide comprehensive services and credit support to enable CPCNH to develop, finance, launch, and operate of Community Power Aggregation (CPA) programs.”¹ As context:

- For an overview of CPCNH’s authorities as a Joint Powers Agency, the RFP, proposal evaluation and contracting process, and the process by which CPCNH’s Board of Directors and participating Member communities, including the Town, plan to draft and adopt enabling agreements, contracts and policies (such as the Energy Risk Management and Financial Reserves policies) refer to “Responsibilities of the Community Power Coalition of New Hampshire (CPCNH)” in Attachment 10: Customer Data Protection Plan

¹ CPCNH’s Request for Proposals for Comprehensive Services and Credit Support, and additional supporting reference documentation, including the draft Business Plan for CPCNH, are posted online here: <https://www.cpcnh.org/solicitations>.

below.

- CPCNH’s RFP is primarily based upon the solicitation and contracting strategy pioneered by the Redwood Coast Energy Authority (RCEA), a CPA Joint Powers Authority in California that is similar in size to CPCNH and which successfully contracted for comprehensive services and credit support (inclusive of LSE services) on an at-risk, deferred compensation basis.
 - RCEA subsequently launched CPA program service and began providing LSE services and all-requirements supply to CPA customers in 2017 and has operated continuously while accruing financial reserves and enabling numerous local programs and new project developments.
 - The three Professional Services Agreements that RCEA negotiated and executed subsequent to their RFP process provided (1) LSE and portfolio risk management services and credit support, (2) retail data management, billing, and customer care services, and (3) various support services (e.g., administration, marketing, etc.). All three contracts are available for review online here.
- Subsequent CPA Joint Powers Agencies have employed similar solicitation and contracting strategies in order to successfully contract for and implement LSE and portfolio management services for participating CPA customers.
- CPCNH previously issued a Request for Information for Comprehensive Services and Credit Support in December 2021 and received numerous submissions from well-established third-party vendors that provide LSE services, portfolio management services and credit support in response. (CPCNH’s Board of Directors has designated the responses as confidential due to fact that the competitive solicitation is ongoing.)²

The scope of operational services requested under CPCNH’s RFP is to broadly “*provide all required services and credit support necessary to operate the agency and supply all-requirements electricity to CPA customers*”. The specific scope of operational functions requested in CPCNH’s RFP is provided below:

1. *Retail Data Management and Billing Services*
 - a. *Utility Electronic Data Interchange (EDI)*
 - b. *Customer Data Validation and Error Resolution Management*
 - c. *Billing Calculations*
 - d. *Utility Payment Receipt*
 - e. *Revenue Oversight and Tracking*
2. *Retail Customer Solutions*
 - a. *Customer and Program Analytics and Insights*
 - b. *Rate Design Development, Pricing and Product Structuring*
 - c. *Grid Edge Enablement and Portfolio Integrations*
 - d. *Key Account Relationship Management*
 - e. *Inbound and Outbound Call Center Operations*
 - f. *Digital Engagement and Orchestration*
3. *Portfolio Risk Management Services*
 - a. *Energy Portfolio Planning and Development*
 - b. *Contract Valuation and Procurement*
 - c. *Deal Capture, Contract Management and Counterparty Monitoring*
 - d. *Trading, Position Management and Reporting*
 - e. *Forecasting, Scheduling and Settlements*
 - f. *ISO shadow settlements and dispute resolution*

² CPCNH’s Request for Information for Comprehensive Services and Credit Support is available online at: <https://www.cpcnh.org/solicitations>

The Town expects that CPCNH's solicitation and contracting strategy will be successful, and that CPCNH and the third-party contractors contracted by CPCNH will implement LSE services and all other services required to launch and operate Exeter Community Power.

Depending on the result of CPCNH's solicitation and contract negotiation process, LSE services may be implemented as follows:

- CPCNH may contract directly for LSE services with a third-party that is registered or will register with ISO-NE as a market participant and Load Serving Entity, satisfies all applicable financial security and other registration requirements with ISO-NE, the Commission, and NH's distribution utilities, and has contractually agreed to assume responsibility for providing all requirements energy on behalf of Exeter Community Power's customers.

Typically, such a third-party would additionally provide portfolio management services and credit support and assist CPCNH in structuring and maintaining a portfolio of physical and financial contracts to provide all requirements energy to participating customers. At a certain future point, CPCNH may be positioned to register with NEPOOL and ISO-NE as a market participant and Load Serving Entity directly.³

This implementation option would essentially replicate the same approach and structure employed by the New Hampshire Electric Cooperative, which actively manages an all-requirements energy portfolio, accrues financial reserves, and provides LSE services for default service customers.

Additionally, note that the Town of Hanover (whose Member director and alternate director are both participating on CPCNH's Risk Management Committee and proposal evaluation) is already a market participant and Load Serving Entity for the Town's load obligations.

- CPCNH may alternatively contract with one or more Competitive Electric Power Suppliers to provide LSE services and all requirements electricity to customers at a pre-specified rate for a set length of time. Under this arrangement, the Competitive Supplier would either be the designated Load Serving Entity or would contract with a third-party that has agreed to be the Load Serving Entity responsible for the CPA's customers.

This implementation option would essentially replicate the same approach and structure employed by NH's regulated distribution utilities (Eversource, Unitil and Liberty Utilities), under which customers are periodically re-assigned to whichever Competitive Suppliers have won the utilities' default service solicitations. Refer to [Attachment 4](#) for an overview of utility default procurement solicitations.

- CPCNH may also propose a combination of the above approaches for the Town's consideration.

In the event that the Town does not contract with CPCNH to provide LSE and other services to Exeter Community Power, then the Town may contract to implement LSE services independently, either with a third-party LSE acting as the Town's agent or with a Competitive Electric Power Supplier (CEPS) that contracts to provide LSE services for customers taking service from Exeter Community Power.

The Town will ensure that contracts entered into provide for the implementation of LSE services and full requirement energy supply for customers participating in Exeter Community Power.

³ Refer to CPCNH's draft Business Plan for further details, available under RFP Reference Materials online at: <https://www.cpcnh.org/solicitations>

APPENDIX 9: CUSTOMER DATA PROTECTION PLAN

Exeter Community Power will protect and maintain the confidentiality of Individual Customer Data in compliance with its obligations as a Service Provider under RSA Chapter 363 ([RSA 363:38](#) and [RSA 363:37](#) (“*privacy policies for individual customer data; duties and responsibilities of service providers and definitions*”) and other applicable statutes and Public Utilities Commission rules.

Individual Customer Data (ICD) includes information that is collected over the course of providing energy services to customers participating in Exeter Community Power and that, singly or in combination, can be used to identify specific customers, including: individual customer names, service addresses, billing addresses, telephone numbers, account numbers, electricity consumption data, and payment, financial, banking, and credit information.

As described herein, the Town of Exeter is responsible for ensuring that reasonable security procedures and practices are implemented and maintained to protect the confidentiality of Individual Customer Data from unauthorized access, destruction, modification, disclosure, or use.

This plan assumes, but does not require, that the Town will participate fully in the Community Power Coalition of New Hampshire (CPCNH) for the purposes of implementing and operating Exeter Community Power.

Responsibilities of the Community Power Coalition of New Hampshire (CPCNH)

CPCNH is a Joint Powers Agency authorized under RSA 53-A (“*Agreements Between Governments: Joint Exercise of Powers*”) and RSA 53-E:3 (“*Municipality and County Authorities*”). CPCNH’s [Joint Powers Agreement](#) expressly authorizes the agency to:⁴

- “[C]omply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations and other energy related programs”;
- “Make and enter into contracts” and “[m]ake and enter into service agreements relating to the provision of services necessary to plan, implement, operate, and administer CPCNH’s affairs”; and
- “[D]o all acts permitted... as well as any act necessary, consistent with New Hampshire law to fulfill the purposes” set forth under the agreement, which include assisting “member municipalities and counties in complying with the provisions of NH RSA 53-E in developing and implementing ... Community Power Aggregations”.

CPCNH has begun the process of soliciting and hiring third-parties to provide comprehensive services and credit support to launch Member CPA programs, and is drafting various related enabling agreements, policies, and internal protocols necessary to do so.

CPCNH Request for Proposals for Comprehensive Services and Credit Support

CPCNH issued a Request for Proposals for Comprehensive Services and Credit Support on April 25, 2022, and is currently conducting a solicitation process “to select a qualified entity or group of entities to provide comprehensive services and credit support to enable CPCNH to develop, finance, launch, and operate of

⁴ From Section 2.3, Powers, of the By-Laws of CPCNH, found at pages 21-22 of the JPA, available here: https://www.cpcnh.org/files/ugd/202f2e_601bfada901c4a89a1c2812a0638090a.pdf, and more specifically §2.3.11, §2.3.6, §2.3.9, and §2.3 introductory paragraph. Similar language is also in the Articles of Agreement.

Community Power Aggregation (CPA) programs”⁵ on behalf of CPCNH’s nineteen Member communities, each of which are in various stages of authorizing Community Power Aggregations.

For additional information regarding the use of customer data, and expected operational needs of CPCNH, refer to (1) the RFP at pp. 20-23⁶ and to (2) the RFP Addendum #2 (issued May 24, 2022), at pp. 11 in response to Questions 15.⁷ The latter is excerpted below, and provides a concise summary of CPCNH’s requirements to ensure the confidentiality of ICD:

Regarding Customer Privacy Compliance:

RSA 53-E:4, VI, requires CPAs to maintain the confidentiality of individual customer information in compliance with their obligations as service providers under RSA 363:37 (Definitions) and RSA 363:38 (“Privacy Policies for Individual Customer Data; Duties and Responsibilities of Service Providers”). RSA 53-E:7, X also requires the Public Utilities Commission to adopt Administrative Rules for CPAs governing “access to customer data” and other matters.

The selected Proposer will be expected to demonstrate physical and cybersecurity readiness sufficient to ensure customer data is held in strict confidence — e.g., through audits in accordance with the American Institute of Certified Public Accountants Statements on Standards for Attestation Engagements No. 16 (SSAE 16) Service Organizational Controls (SOC) Reports, periodic network vulnerability assessments, etc. — and will be contractually required to maintain the confidentiality of individual customer data pursuant to RSA 363:38, V(b) and applicable Public Utilities Commission rules.

As previously noted, Administrative Rules for CPAs are under development. Refer to the PUC’s Initial Proposal for CPA Administrative Rules (Chapter Puc 2200), specifically the definitions in Puc 2202.07 (“Confidential customer information”) and Puc 2202.02 (“Anonymized”), and Puc 2205.02 (“Application of Puc 2000 to CEPS When Providing Electricity Supply to CPA Customers”).

The selected Proposer, as applicable, should expect to comply with relevant portions of the PUC’s current Administrative Rules for Competitive Electric Power Suppliers and Aggregators (Chapter Puc 2000). Refer to Chapter Puc 2000, Puc 2002.09 (definition of “Confidential Customer Information”) and Puc 2004.19 (“Protection of Confidential Customer Information”), which is proposed to apply to CEPS providing electricity supply service to CPA customers pursuant to Puc 2205.02 under the PUC’s Initial Proposal for CPA Administrative Rules.

The Request for Proposals and evaluation process is being overseen by CPCNH’s Risk Management Committee, composed of CPCNH Member municipality representatives, with additional support from (1) independent experts with experience operating Community Power Aggregation Joint Powers Agencies, and (2) CPCNH’s General Counsel, DWGP, P.C., a nationally recognized law firm with substantial expertise in the Community Power and broader public power industry.

CPCNH’s Risk Management Committee will evaluate, rank, and select vendors with a proven track record of successful qualification for EDI transactions, protection of confidential customer information, including what is characterized as ICD under RSA 363, and other relevant factors.

- Refer to CPCNH’s RFP at p.2 for a summary of the substantial domain expertise participating on the Risk Management Committee and proposal evaluation process.

⁵ CPCNH’s Request for Proposals for Comprehensive Services and Credit Support, and additional supporting reference documentation, including the draft Business Plan for CPCNH, are posted online here: <https://www.cpcnh.org/solicitations>.

⁶ https://www.cpcnh.org/files/ugd/202f2e_e781638c123d4cf3977358f845081313.pdf

⁷ Pages 11-12 at https://www.cpcnh.org/files/ugd/202f2e_8ceed8824453482c902a8a0fa1ab826c.pdf.

- For example, the committee includes a Member Director who previously worked for Eversource for 26 years, where he was responsible for deploying and/or operating Eversource’s Customer Information System and day to day interface with competitive electric suppliers and was most recently the Director of Eversource’s Customer Center Operations.

CPCNH expects to conclude the solicitation process and execute contracts in August to September 2022.

CPCNH Enterprise Risk Management & Customer Data Policies

After CPCNH has executed service contracts, CPCNH’s Board of Directors will finalize and approve the agency’s Cost Sharing Agreement and Energy Risk Management and Financial Reserves policies. CPCNH’s Energy Risk Management and Financial Reserves policies will be subsets of CPCNH’s Enterprise Risk Management Policy, which will additionally cover relevant elements of cybersecurity and data confidentiality requirements and other topics.

- CPCNH’s Joint Powers Agreement requires CPCNH’s Risk Management Committee to draft and recommend the Enterprise Risk Management Policy for consideration and adoption of CPCNH’s Board of Directors on or before October 1, 2022.⁸
- Between October and December 2022, Exeter’s appointed Directors are expected to provide CPCNH’s Cost Sharing Agreement and Energy Risk Management and Financial Reserves policies to the Select Board for approval between October – December 2022.
- At this point, the Town will contract for and authorize CPCNH to provide specific services on behalf of Exeter Community Power.

CPCNH’s Board of Directors has been recently presented with a plan to develop additional specific policies and CPCNH’s Treasurer has prepared a budget to allocate sufficient funding to support the drafting and review process over the summer and fall. Two relevant such policies are listed below:

- Record Retention & Disposal Policy: to provide a process that ensures compliance with the proper retention, protection, and timely destruction of all records created or obtained by, or otherwise in the possession and control of, CPCNH, consistent with all legal requirements.
- Data Security and Privacy Policy: to define the specific goals, requirements, and controls necessary to safeguard the confidentiality, integrity, and availability of confidential information.

CPCNH Requirements to Access and Use of Individual Customer Data

In CPCNH’s capacity as a service provider to the Town, the agency and third parties contracted through CPCNH to provide services to Exeter Community Power will need to access and use ICD for operational needs and for the research, development, and implementation of new rate structures and tariffs, demand response, customer assistance, energy management, or energy efficiency programs on behalf of Exeter Community Power.

Third parties under contract to CPCNH that may require access to ICD on behalf of Exeter Community Power may include CEPS (Competitive Electric Power Suppliers) functioning as Load Serving Entities (LSEs) for the supply of all requirements energy, or other third-party vendors providing Load Serving Entity (LSE) services on

⁸ CPCNH’s Risk Management Committee is also responsible for (1) reviewing major risk exposures and monitoring the steps taken to control risk exposures and (2) commissioning an independent agent to conduct and deliver an evaluation of the operational performance of the agency relative to the Enterprise Risk Management Policy every two years (starting three years after the commencement of CPA service, and as otherwise requested by the Board).

behalf of CPCNH, as well as portfolio management, Electronic Data Interchange (EDI), Customer Information System (CIS), billing, accounting, and related services, and other contractors and academic institutions under contract to support the research and development of potential new energy services to offer to customers participating in Exeter Community Power.

Specific types of ICD that Exeter Community Power, CPCNH, and third parties under contract are expected to receive and possess include:

- Name, address, account number, and other information about electric customers within the Town for purposes of sending required notification of Exeter Community Power Commencement of Service and enrollment of customer in Exeter Community Power, consistent with initially proposed Puc 2204.04, .05, and .06, as they, or equivalent rule provisions, may be adopted by the PUC and the requirements of RSA 53-E:7, III, V, and VI.
- Individual customer information used for operation of Exeter Community Power, such as that in initially proposed Puc 2205.13, most of which may be accessed through the EDU EDI. The need and use for such information, and a proposed modification of this particular rule, are addressed in CPCNH's 3/14/22 Comments on the PUC's initial rule proposal for CPAs, in docket # DE 21-142⁹, and in its 3/28/22 Reply Comments.¹⁰
- Other confidential customer information that may be received or collected directly by Exeter Community Power or CPCNH, or through sources other than the EDU due to customer participation in particular related programs or services, billing operations, other customer services, or that may be volunteered by customers, will likewise only be used for statutorily authorized purposes as ICD.

Ongoing collection and use of individual customer data of the types described in proposed Puc 2205.13 will be used for both:

1. **General operational needs** for retail power supply and related energy services operational needs, such as load and supply forecasting, portfolio management, billing and audit processes, and for research and development of potential new energy services to offer to customer participants; and
2. **Programmatic and customer-specific services and offerings**, such as responding to customer account queries, opt-in rates or demand side management for customers with flexible demand, distributed generation or storage, and interval meters; and other energy services that may be offered including programs for LMI participants that are qualified in the Electric Assistance Program (EAP).

In compliance with RSA 363:38 and RSA 363.37, CPCNH and third parties contracted through CPCNH that require access to ICD to provide services to Exeter Community Power will be contractually required to:

- Implement and maintain reasonable security procedures and practices appropriate to the nature of the ICD.
- Protect ICD from unauthorized access, use, destruction, modification, or disclosure.
- Use ICD solely for primary purposes, such as: complying with the provisions of RSA 53-E:7, II; providing

⁹ See p. 2 ¶14 and p. 4 ¶16 at:

https://www.puc.nh.gov/Regulatory/Docketbk/2021/21-142/LETTERS-MEMOS-TARIFFS/21-142_2022-03-14_CPCNH_COMMENTS.PDF.

¹⁰ See p.4-11, and Comments on proposed Puc 2203.02(b)(1) on p. 13, Puc 2204.02(a)(1)-(4) on pp. 16-17, and Puc 2205.13 p. 23

https://www.puc.nh.gov/Regulatory/Docketbk/2021/21-142/LETTERS-MEMOS-TARIFFS/21-142_2022-03-28_CPCNH_OCA_CENH-COMMENTS.PDF.

or billing for electrical service; meeting system, grid, or operational needs; researching, developing, and implementing new rate structures and tariffs, demand response, customer assistance, energy management, or energy efficiency programs; and for research and development of potential new energy services to offer to customer participants.

- Collect, store, use, and disclose only as much ICD as is necessary to accomplish the aforementioned primary purposes.
- Not use ICD for a secondary commercial purpose unrelated to the aforementioned primary purposes of the contract without the express consent of the customer.
- Return or permanently delete all ICD after contract termination and deliver a certificate, signed by an authorized representative, stating that all ICD has been returned or permanently deleted and that all materials based on ICD has been destroyed, as appropriate (i.e., except for copies necessary for tax, billing, or other financial purposes).

Additionally, if CPCNH contracts with one or more Competitive Suppliers to provide Load Serving Entity services to participating customers, or brokers to support operations in a capacity that would require access to ICD, then the Competitive Suppliers and/or brokers would additionally be required to comply with the requirements of Puc 2004.19 (*Protection of Confidential Customer Information*), which are excerpted below in the section “Statutory and Rule Requirements” for reference.

Responsibilities of the Town of Exeter

The Town currently anticipates that it will contract for all requirements electricity supply and related energy services through CPCNH, as a joint powers agency, and that the primary acquisition and use of ICD will be through CPCNH and the vendors placed under contract to provide comprehensive services for the operation of Exeter Community Power.

The Town Manager shall review and confirm that CPCNH has adequate policies, procedures and measures in place to protect confidential information and that contractual requirements consistent with the Town’s obligations to protect ICD as required under [RSA 363:37](#), [RSA 363:38](#) and [RSA 53-E:4](#), VI, and consistent with PUC rules, including Puc 2004.19 and its non-disclosure restrictions, are incorporated into any contracts with CPCNH, or any other third parties that are authorized to access ICD on behalf of the Town before executing any such contracts.

The Town expects contracts and policies to provide for:

- Third-party security assessment requirements regarding: Information Security Management; Personnel Security; Systems Development and Maintenance; Application Security; System Security; Network Security; Data Security and Integrity; Access Control; and Vulnerability Management.
- Third-party security requirements including: (1) User Account and Access Controls to ensure that only authorized individuals have access to ICD for legitimate primary purposes under RSA 368:38, which may include the need for non-disclosure agreements; (2) Handling of Sensitive Data Protocols to protect confidential customer information from unauthorized access, use, destruction, modification, or disclosure; (3) Breach Reporting, including obligations to report a security breach as defined in [RSA 359-C:19](#), V and required by [RSA 359-C:20](#) and any other applicable laws, rules, or utility requirements for data breach reporting; (4) Plan for deletion and destruction ICD when it is no longer necessary to accomplish primary purposes pursuant to RSA 368:38; and (5) Prohibitions on use of ICD for a secondary commercial purpose not related to the primary purpose of vendor’s contract without the express consent

of the customer.

- Third-party documentation and reporting requirements regarding, as applicable: Audit Reports (e.g. SSAE 16/SOC Report); Documentation describing Control practices used to review sub-vendors; Maintenance of an Information Security Program; Training Program for Employees on Cyber Awareness; Background checks performed for all employees with access to ICD; Immediate Data Breach reporting to appropriate parties; and any material changes in Data Security practices since prior review and approval.

Lastly, in the event that the Town does not contract with CPCNH to provide energy services to Exeter Community Power, then the Town will develop and adopt policies and contracts that ensure compliance with the Town's obligations as a Service Provider to protect and maintain the confidentiality of ICD under RSA 363:38, RSA 363.37 and other applicable statutes and Public Utilities Commission rules prior to directly collecting, storing, using, or disclosing any ICD or contracting with other Competitive Suppliers, brokers and/or other third-party vendors that require access to ICD.

Additional References: Statutory and Regulatory Requirements

The sections below are provided for additional reference, and summarize the different requirements that apply to (1) Community Power Aggregators and Service Providers, (2) brokers and Competitive Electric Power Suppliers (CEPS) that provide Load Serving Entity services under contract to Community Power Aggregators, and (3) access to ICT through the Multi-Use Energy Data Platform authorized under RSA 378:50-54 (if and when it becomes operational).

Statutory Requirements for Community Power Aggregators & Service Providers

Statutory requirements regarding the use of Individual Customer Data for Community Power Aggregators are summarized below:

- RSA 363:37, I defines Individual Customer Data (ICD) as *"information that is collected as part of providing electric, natural gas, water, or related services to a customer that can identify, singly or in combination, that specific customer, including the name, address, account number, quantity, characteristics, or time of consumption by the customer."*
- RSA 363:38, IV requires Service Providers to *"use reasonable security procedures and practices to protect individual customer data [ICD] from unauthorized access, use, destruction, modification, or disclosure."*
- RSA 53-E:4, VI provides that Community Power Aggregations (CPAs) *"shall be subject to RSA 363:38 as service providers and individual customer data shall be treated as confidential private information and shall not be subject to public disclosure under RSA 91-A"*.
 - The definition of Service Provider under RSA 363:37, II includes *"an aggregator, as defined by RSA 53-E:2, II...and any other service provider that receives individual customer data [ICD]..."*
 - RSA 53-E:2, II defines an *"aggregator"* in this context as *"any municipality or county that engages in aggregation of electric customers within its boundaries"*.
 - RSA 53-E:2, VI further defines *"municipality"* in this context as *"any Town, town, unincorporated place, or village district within the state."*
- RSA 363:38, II requires Service Providers to: *"(a) Collect, store, use, and disclose only as much individual customer data [ICD] as is necessary to accomplish primary purposes, and (b) Use individual customer data solely for primary purposes."*

- RSA 363:37, III defines "[p]rimary purpose" as "the main reason for the collection, storage, use, or disclosure of individual customer data [ICD] which is limited to: (a) Providing or billing for electrical or gas service. (b) Meeting system, grid, or operational needs. (c) Researching, developing, and implementing new rate structures and tariffs, demand response, customer assistance, energy management, or energy efficiency programs."
- RSA 53-E:4, VI further authorizes approved Community Power Aggregations to "use individual customer data to comply with the provisions of RSA 53-E:7, II and for research and development of potential new energy services to offer to customer participants."
- RSA 363:38, V(b) further makes clear that a Service Provider may disclose ICD "to a third party for system, grid, or operational needs, or the research, development, and implementation of new rate structures and tariffs, demand response, customer assistance, energy management, or energy efficiency programs" — provided that the Service Provider "has required by contract that the third party implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, use, destruction, modification, or disclosure, and to prohibit the use of the data for a secondary commercial purpose not related to the primary purpose of the contract without the express consent of the customer."
- RSA 363:38, V(c) provides that "[n]othing in this section shall preclude a service provider from disclosing electric, natural gas, or water consumption data required under state or federal law, or which is identified as information subject to warrant or subpoena or by an order of the commission."
- RSA 363:38, V(a) makes clear that ICD may be aggregated and used for "analysis, reporting, or program management after information that identifies an individual customer has been removed."

Additional Requirements Specific to Brokers & Competitive Suppliers

Pursuant to Puc 2205.02 under the PUC's Initial Proposal for CPA Administrative Rules, brokers and Competitive Suppliers that are hired by municipalities to manage and operate Community Power Aggregations and provide Load Serving Entity services to participating customers must comply with the requirements of Puc 2004.19 (*Protection of Confidential Customer Information*), which is excerpted below for reference along with Puc 2002.09 (*Confidential Customer Information*).

Note that the use of the term "aggregator" throughout Puc 2004.19 below refers to brokers and does not refer to or otherwise apply to Community Power Aggregators.

As context, these requirements are part of the Commission's Chapter Puc 2000 rules ("*Competitive Electric Power Supplier and Aggregator Rules*"), which apply to Competitive Suppliers and brokers— referred to as "CEPS" and "aggregators" below, respectively — and are expressly not applicable to "*municipalities or counties providing electricity or aggregating within the boundaries of participating municipalities under RSA 53-E*" (Community Power Aggregators) per Puc 2001.02 (*application of rules*).

Puc 2002.09 "**Confidential customer information**" 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.

...

Puc 2004.19 Protection of Confidential Customer Information.

(a) No CEPS or aggregator shall, except as permitted under (c) below or as otherwise required by law, release confidential customer information without express written authorization from the customer.

(b) A CEPS or aggregator shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect confidential customer information from unauthorized access, use, destruction, modification, or disclosure, and to prohibit the use of the confidential customer information for a secondary commercial purpose not related to the primary purpose of the service provided to the customer, without the express written consent of the customer.

(c) A CEPS or aggregator may disclose to a third party subject to non-disclosure restrictions confidential customer information as necessary for any one or more of the following purposes:

- (1) Billing for electric service;
- (2) Meeting electric system, electric grid, or other operational needs;
- (3) Implementing any one or more of the following programs:
 - a. Demand response;
 - b. Customer assistance;
 - c. Energy management; and
 - d. Energy efficiency.

(d) For purposes of this section, the term “non-disclosure restrictions” means that the CEPS or aggregator has required by contract that the third party implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the confidential customer information from unauthorized access, use, destruction, modification, or disclosure, and to prohibit the use of the confidential customer information for a secondary commercial purpose not related to the primary purpose of the contract without the express consent of the customer.

(e) A customer granting authorization to release confidential customer information for purposes described in the terms and conditions of service shall satisfy the requirement in (a) above.

(f) A CEPS or aggregator granted agency authority shall be deemed authorized to obtain customer usage information when it has received customer authorization as described in Puc 2004.08 or Puc 2004.09.

(g) In the event of a dispute about the release of confidential customer information, including whether the information is or should be confidential, a CEPS, aggregator, or customer may file a complaint with the commission for resolution.

Additional Requirements for the Multi-Use Energy Data Platform

If and when the Multi-Use Energy Data Platform (Platform) authorized under RSA 378:50-54 becomes operational, Exeter Community Power and any third-parties under contract that require access to ICD sourced

from the Platform — such as CPCNH and third-parties contracted through CPCNH — will be required to comply with any Platform User Requirements, Privacy Standards, Annual Attestations, and obligations to report a security breach pursuant to terms of Settlement Agreement conditionally approved by the PUC in DE 19-197 and detailed in Exhibit C of the Agreement found in Exhibit 1B and as may be actually implemented.