

## **Exhibit I - Historical Overview**

### **1. Creation of Community Power Committee**

On June 18, 2020 the Keene City Council approved the formation of an Ad-Hoc Community Power Committee (CPC). From City Council Minutes June 18, 2020:

**FOP REPORT - COMMUNITY POWER PROGRAM & AD HOC COMMUNITY POWER COMMITTEE – ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR**

The Mayor brought forward the Finance, Organization and Personnel Committee report recommending that the Mayor be requested to constitute an ad-hoc Community Power Committee to develop a Community Power Plan for submission to the City Council in accordance with RSA 53-E. A motion by Councilor Powers to carry out the intent of the report was duly seconded by Councilor Hooper. The motion passed on a roll call vote with 15 Councilors present and voting in favor.

**APPOINTMENT OF AN AD HOC COMMUNITY POWER COMMITTEE**

The Mayor appointed an ad hoc Community Power Committee that would be charged with developing a community power plan for the citizens of Keene. The appointments from the Mayor included: Dr. Ann Shedd, Peter Hansel, Paul Roth, Jeffrey Titus, Michael Giacomo and Daniel Belluscio. A motion by Councilor Powers to confirm the appointments was duly seconded by Councilor Bosley. On roll call vote, 15 Councilors were present and voting in favor. The appointments were confirmed.

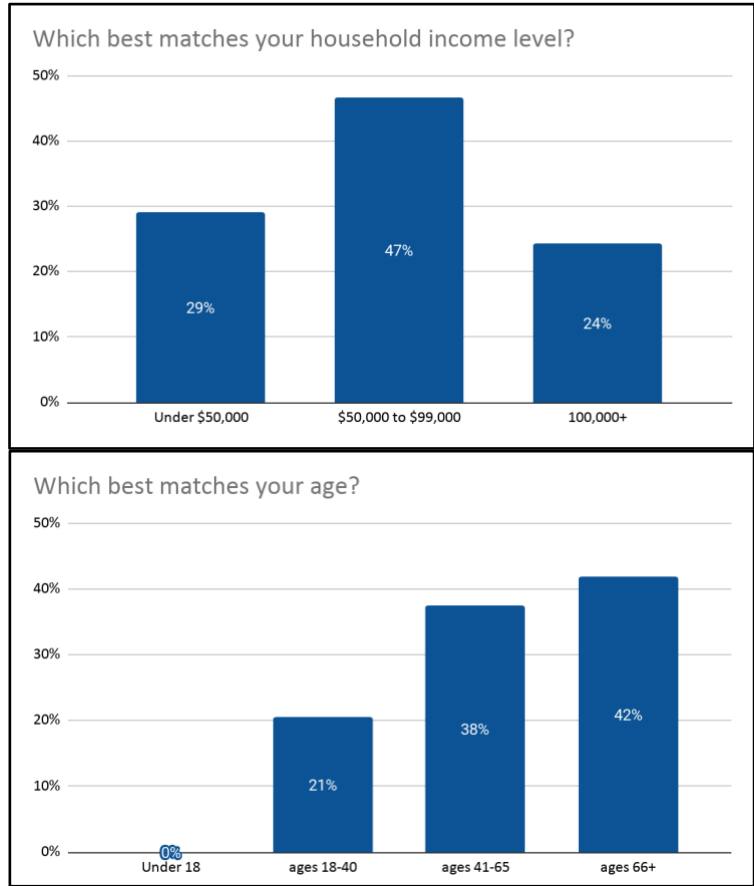
### **2. Creation of a Draft Plan with public hearings**

The Committee, supported by City Staff and the Community Power Consultant, held two public information sessions on December 8, 2020 to promote awareness of the development of a Community Power Plan and to begin gathering input. Also on December 8, 2020, the Committee released a community survey open for approximately one month through January 7, 2021. The survey was available online and via paper in the Monadnock Shopper News. The online survey and the City's website, KeeneEnergyPlan.com also hosted two educational videos about Community Power. KeeneEnergyPlan.com has hosted additional educational resources about Community Power, including an FAQ page, podcast and interviews with municipal leaders from active community power (also known as municipal aggregation) programs, such as Medford, Massachusetts.

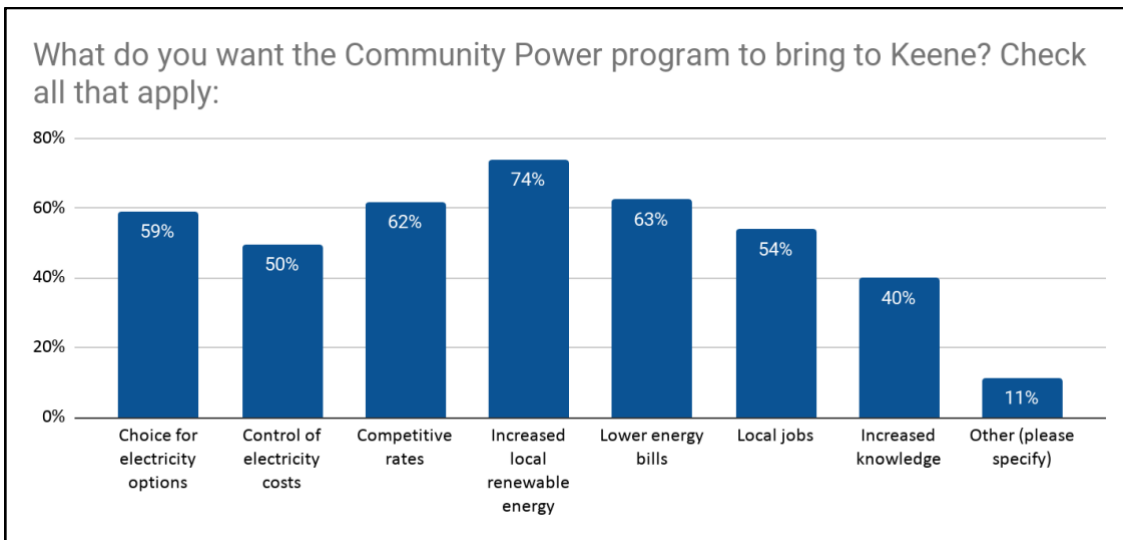
The survey received 126 responses, 97 online and 29 in paper via the Monadnock Shopper News. Key survey findings:

- 86% of respondents currently receive supply from Eversource Default Service. Such customers would be eligible for automatic enrollment in the Program.

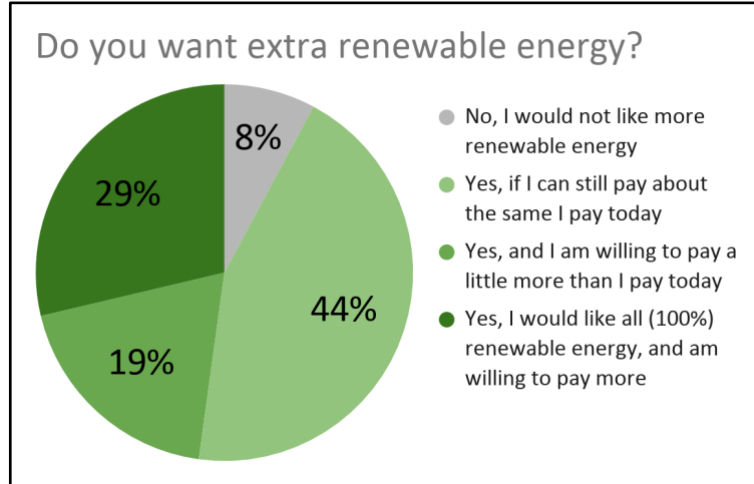
- The survey had a well-distributed diversity of household income groups and age, as shown below:



- Respondents identified a range of benefits they are interested in with Community Power:

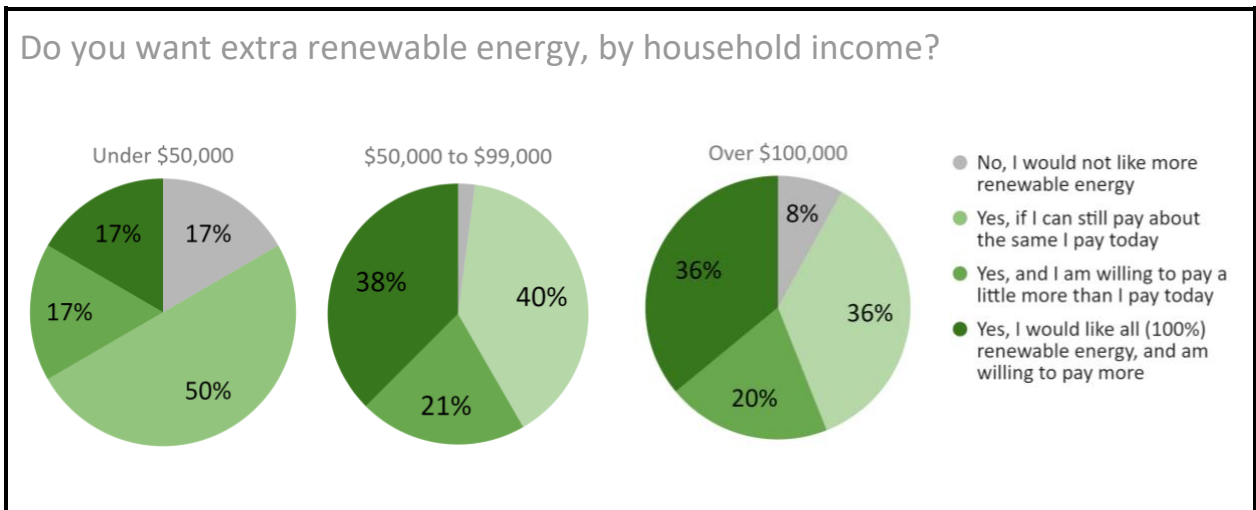


- 92% of respondents were interested in including more renewable energy in their electricity. Of those interested, roughly half (45%) sought extra renewable energy if they could pay about the same they pay today. The other half (55%) was willing to pay a little or a lot more for extra renewable energy.

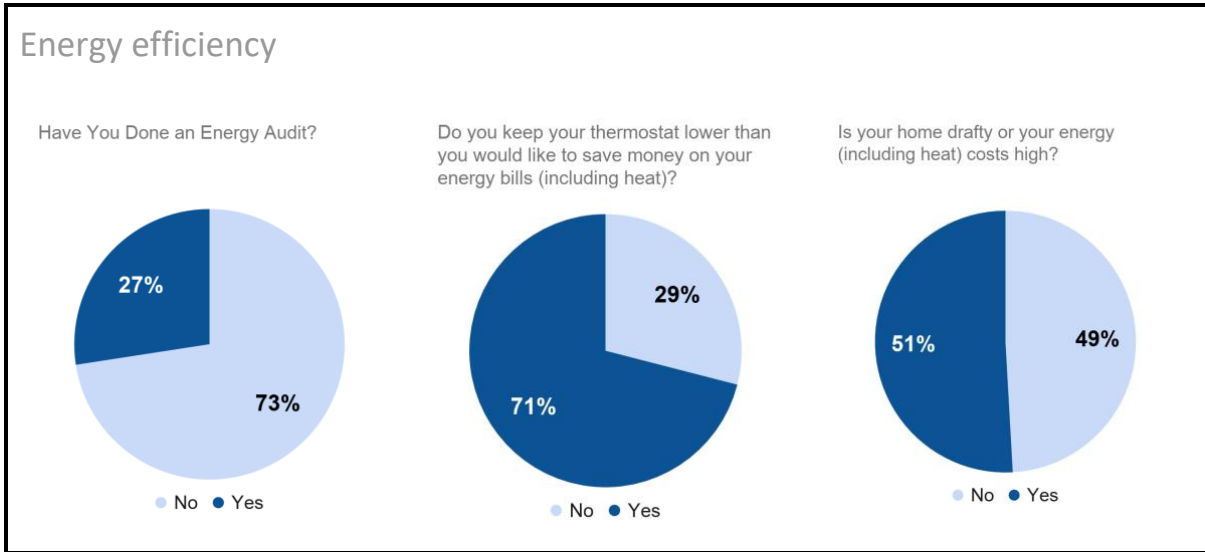


- When analyzing preferences for renewable energy and cost by household income, a similar pattern remains for each income group.

Those households under \$50k were more likely than other income groups to want no extra renewable energy; however, 83% of the income group was still interested in more renewable energy. Of those interested, 50% sought extra renewable energy if they could pay about the same they pay today. The other 33% was willing to pay a little or a lot more for extra renewable energy.



- Nearly three-quarters (73%) of participants had not performed an energy audit, and the percentages were nearly identical across household income groups. There appears to be widespread opportunity for energy efficiency improvements, with nearly three-quarters (71%) reporting that they keep their thermostat lower than they would like in winter and over half (51%) reporting their home is drafty or heating costs are too high.



**Survey Conclusions:**

The majority of participants in Community Power programs typically remain in the default product rather than choosing any of the program optional products. Given the strong support for both renewable energy and cost parity demonstrated in the survey responses, it suggests that Keene would be well-served by a default product designed with the goals of 1) achieving cost parity or savings compared to Eversource Default Service and 2) including some extra renewable energy.

Additionally, the survey highlighted that, for those that can afford it, the program should offer options with substantially more renewable energy for a price premium.

Although less than 8% of survey responses were not interested in extra renewable energy, it could be beneficial to have an optional product that would meet their needs by providing a lower-cost option with no extra renewable energy, particularly for those households in the lowest income bracket.

There is substantial opportunity for energy audits and efficiency improvements, suggesting support for energy efficiency by the Program would be valuable.

Respondents also cited an interest in local jobs, which the Program can support

through demand for additional local renewable energy and by promotion greater participation in energy efficiency programs. Regional cooperation, particularly with neighboring municipalities, would amplify this impact as well.

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

The Committee held two additional public meetings on January 26, 2021(12:00 pm and 6:30 pm) to present the survey findings, discuss how the results would be incorporated into the draft Community Power Plan, and provide an overview of other details to expect in the Community Power Plan.

On February 5, 2021 the draft Community Power Plan was posted publicly to the program website, KeeneCommunityPower.com. During the Committee’s meeting on February 12, 2021, the Committee announced the availability of the draft Community Power Plan, invited comment and scheduled two public hearings for March 30, 2021 (12:00 pm and 6:30 pm). The Committee and the City promoted awareness of the draft Plan through diverse means including a formal hearing notice in the newspaper, press releases, postings on the City website and social media, and email outreach to the City’s Community Power email list. The public was encouraged to submit comments ahead of the public hearings using the online comment form on the program’s website, KeeneCommunityPower.com, and email, phone or written comment to the City’s Community Development department.

The Committee received comments ahead of and during the public hearings. All public comment is available in the Committee’s meeting packet for April 8, 2021.

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

The Committee discussed public comments and potential changes to the Community Power Plan during their Committee meeting on April 2, 2021. Additional public comment was provided during the meeting, and the Committee determined to reconvene on April 8, 2021 (see the Committee’s meeting packet for April 8, 2021 for additional comment received).

In response to some of the public comments, the Committee revised the plan as follows:

- Adjusted the language describing the likely sources of additional renewable energy in the City’s first supply contract to make it clear that local renewable energy generated within the “greater Monadnock region” could also be included, in addition to NH Class I renewable energy.
- Revised the procurement language to clearly allow for the procurement of power and Renewable Energy Credits (RECs) from the same facility (also known as “bundled”) or purchase only one or the other from a facility (also known as “unbundled”).

- Revised the procurement language to allow for the selection of multiple suppliers (for example, one for residential and small commercial and one for large industrial).
- Modified language throughout the plan to clarify what is meant by the term “local” in different contexts (e.g. “renewables that are on the ISO-New England electricity grid,” or “within or as close as possible to Keene in New Hampshire”).

The revised plan, including a red-line and clean version dated April 5, 2021, was included in the Committee’s meeting packet for the meeting on April 8, 2021. During the meeting, the Committee discussed the revisions. The Committee then unanimously voted to approve the plan and recommend it to the City Council for adoption.

Subsequent to the meeting, on April 8, 2021, summary detail of the public hearings, public comment, Committee’s deliberation and vote was added to the Historical Overview.

#### **4. Adoption of Plan by City Council**

At the City Council meeting on April 15, 2021 the Community Power Committee’s report, which unanimously approved the City of Keene Community Power Plan and recommended adoption to the City Council, was read. The report was referred to the Finance, Organization & Personnel Committee (FOP). The FOP Committee met on April 22, 2021 to review the Plan. Representatives from City staff, the Community Power Committee and the Community Power Consultant presented to the FOP Committee, and following questions and discussion, the FOP Committee unanimously voted to recommend adoption of the Plan. At the City Council meeting on May 6, 2021, the FOP Committee’s recommendation was reported to the City Council, and the Council voted unanimously to adopt the Plan.

Subsequent to the meeting, on May 10, 2021, summary detail of the City Council review and adoption process was added to the Historical Overview.

#### **5. Revision of Plan**

The City amended the Plan in mid-March 2022 to better address questions of data security based on feedback provided by the Public Utilities Commission in orders on other Community Power plans. The City submitted its Plan to the Commission in April 2022 (DE 22-022), and it received an order in June 2022 which encouraged the City to re-submit the Plan closer to or after the completion of the rulemaking process for Community Power.

On July 27, 2022, the Commission voted to approve Community Power rules. The City further amended the Plan to appropriately reference those rules.

**6. Submission of Revised Plan to Public Utilities Commission**

The City submitted the revised Plan to the Public Utilities Commission (PUC) on August 3, 2022 under the existing docket number (DE 22-022) and the PUC approved the revised Plan on October 3, 2022.

**7. Adoption of Revised Plan by City Council**

The City Council adopted the revised Plan at their meeting on November 3, 2022. Subsequent to the meeting, summary detail of the vote (#7) and the submission to the PUC (#6) were added to this Exhibit I.

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

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

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

If any Program materials were to reference cost savings for any part of the Program, a notice would be included which states that the City cannot guarantee that the Program will provide customers with prices lower than the distribution utility's Default Service rate over the full term of any supply contract entered into by the City.

#### **1.1 Media Outreach**

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

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

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

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

#### **1.3 Customer Service Center**

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



## **1.4 Website**

All information regarding the Program will be posted on the Program website, which is linked to the website of the City: <https://keenecommunitypower.com/>. The Program website will have links to the website of the electric distribution utility, the New Hampshire Public Utilities Commission (NHPUC), Department of Energy, and the Competitive Supplier.

## **1.5 Public Presentations**

The Program will provide presentations to municipal officials and to interested community groups.

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

The Program plans to make printed materials available in English. To accommodate limited English-speaking residents, the City will provide a translation option on its Program website (which contains all details on the Program including a description of the Program and its products, the implications to the City, and the rights and responsibilities that the participants will have under the Program) that will translate any written materials on the website into over 100 different languages. The website also will be designed with the goal of being compliant with the Americans with Disabilities Act (“ADA”) and will include formats that allow the content to be read out loud by computer assistive technology. Outreach efforts will be communicated in print and audio formats to provide access to both the hearing and visually impaired.

## **2. Customer Notification Letter**

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

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

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

The letter will inform Eligible Customers:

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

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

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

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

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

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

After the Customer Notification Letters have been sent, City will continue its education and outreach to afford residents and businesses the opportunity to learn more and find answers to key questions relating to their decision to opt out or enroll in one of the optional products of the Program. This process will include, at a minimum, a public information meeting within 15 days of the mailing of the customer notification letter. It will also include a similar range of outreach activities as

enumerated in section 1.1 to 1.6.

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

The timeline and preliminary marketing plan identifies the steps the City may take to inform the community about the Program, as described in Sections 1 through 3 of Exhibit II. The schedule is designed to work towards the estimated date when the Customer Notification Letter is scheduled to arrive in customer mailboxes. The dates may be adjusted to ensure compliance with the minimum written notification timelines for the date of commencement of service to the NHPUC, the Office of Consumer Advocate, the Department of Energy Puc 2205.16.

The costs and implementation will be handled by the Community Power Consultant, under the direction of the City.

From estimated date Customer Notification Letter arrives in customer mailboxes		
Action	Days before	Days after
A. Update Program & Shopping Comparison Websites	15	Ongoing
B. Work with local media resources	15	30
C. Active social media outreach	15	30
D. Initial person presentations	15	30
E. Distribute marketing materials	15	30
F. Customer help line	15	Ongoing
G. Mail postcard to all Eligible Customers	5	-
H. Customer Notification Letters arrives	0	0

##### **A. Program & Shopping Comparison Website Update:**

Timeframe: 15 days before the estimated date that the customer notification letter arrives in customer mailboxes, then maintained on an ongoing basis.

The Program's website is <https://keenecommunitypower.com/>. After executing an ESA, the Program will update this website with a description of the Program and its

products, the implications to the City, and the rights and responsibilities that the participants will have under the Program.

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

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

Timeframe: 15 days before to 30 days after the estimated date that the customer notification letter arrives.

Area Newspapers:

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

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

Local Public Access Television:

The City intends to work with Cheshire TV channels for public (1301) and government (1302) access. City can record interviews about the Program and PSAs for upcoming meetings.

Other Television and Radio Stations

Develop press releases to send to other TV stations and radio stations.

- TV stations include WMUR (ABC, MANCHESTER, NH) Channel 9; WUTF (INDEPENDENT, WORCESTER, MA) Channel 27; WVTA (PBS, WINDSOR, VT) Channel 41; WWJE (INDEPENDENT, DERRY, NH) Channel 50; WEKW (PBS, KEENE, NH) Channel 52; WNEU (NBC, MERRIMACK, NH) Channel 60;
- Radio stations include WVBA (88.9 FM) Brattleboro, VT; WEVO (89.1 FM) Concord, NH; WEVN (90.7 FM) Keene, NH; WEEY (93.5 FM) Swanzey, NH; WSNI (97.7 FM) Keene, NH; WINQ (103.1 FM) Keene, NH; WKNE

(103.7 FM) Keene, NH; WYRY (105.5 FM) Keene, NH; WCNL (1010 AM) Newport, NH; WKBK (1290 AM) Keene, NH; WTSA (1450 AM) Brattleboro, VT

### Municipal Staff Interviews

Develop Q&A Scripts and prepare municipal staff or volunteers for interviews.

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

Timeframe: 15 days before to 30 days after the estimated date that the customer notification letter arrives.

Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the dedicated website of the City.

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

- These accounts may include: City of Keene (Instagram, Facebook); City Manager (Twitter); Keene Community Development (Instagram, Facebook & Twitter) and Keene Public Library (Instagram, Facebook & Twitter).

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

- These accounts may include: “Downtown Keene” Facebook page (@downtownkeene); the “Keene, NH” Facebook group (5.5k members); and “Keene NH Community Forum” Facebook group (1.5k members)

Identify key social media influencers in the City, including lawmakers, advocates and reporters. Develop a spreadsheet of the social media handles/accounts and reach out to them to keep them informed about the Program.

## **D. In Person Presentations**

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

### Local Groups

Connect with local groups and associations to see if representatives of the City can participate in an upcoming meeting or offer to host a dedicated event. Seek their assistance in identifying how to best connect with customers with limited-English capabilities or disabilities that may prevent them from accessing Program information.

- Example groups include: Neighborhood associations, Social service agencies, Business Focus Group, Rotary, Kiwanis, Lions, Chamber, Clean Energy team, Keene Young Professionals, Downtown Group, Board of Realtors, Keene Senior Center, Keene Off-campus Housing (landlords and tenants), Keene State College English as a Second Language (ESL) classes, CALL Program (Cheshire Academy for Lifelong Learning).

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

### Council Meetings

Present or provide materials for the Council meetings and any constituent meeting they may have.

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

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

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

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

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

Timeframe: 15 days before the estimated date that the customer notification letter arrives and ongoing thereafter.

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

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

Timeframe: 5 days before the estimated date that the customer notification letter arrives.

***Post Card***

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

**H. Customer Notification Letters arrive**

Sent to all retail electric customers. See section 2 above for details.

**5. Ongoing Outreach and Education**

The City intends to continue outreach and education for customers after enrollment in the Program. The costs and implementation will be handled by the Community Power Consultant, under the direction of the City. These efforts will include:

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

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

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



## **Exhibit III - Data Protection Plan**

### **I. Introduction**

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

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

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

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

a. Aggregated Customer Data – contains certain information for all electric customers within a municipality, aggregated by rate class or other grouping. This may include data such as the number of customers by rate class, counts of customers participating in net energy metering by rate class, counts of customers participating in electric assistance program by rate class, the aggregated energy (kWh) for electricity consumption by month for the past 12 months or more by rate class, and revenue, receipts and past-due accounts receivable.

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

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

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

## 2. Data Security

All Customer Data that is not anonymized (i.e. presented or aggregated in such a way that removes information that can be used to identify the individual customer that it

pertains to, such that it does not constitute individual customer data as defined by RSA 363:37, I or PUC 2002.09) shall be considered Individual Customer Data.

Data Administrators will utilize industry standard physical, technical, and administrative controls and procedures to safeguard Individual Customer Data collected as part of the Program and to prevent unauthorized or accidental access, destruction, loss, alteration, or disclosure of, to protect against anticipated threats or hazards to the security, confidentiality, or integrity of, and to permit only the appropriate use of, such customer information.

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

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

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

- a. Conduct a risk assessment to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of electronic, paper, and other records containing Individual Customer Data and evaluate and improve, where necessary, the effectiveness of their safeguards for limiting those internal and external risks;
- b. Timely notify the LDC(s) of any important modifications of this Data Protection Plan within a reasonable amount of time;
- c. Review and, as appropriate, revise this Data Protection Plan: (i) at least annually or whenever there is a material change in their business practices that may reasonably affect the security or integrity of Customer Data; (ii) in accordance with prevailing industry practices and applicable law; and (iii) as reasonably requested by the LDC(s). If the Data Administrators modify this Data Protection Plan following such a review, the Data Administrators will promptly notify the LDC(s) of such modifications and will provide the

modifications to the LDC(s) in writing upon a LDC's request. The Data Administrators will at no time alter or modify this Data Protection Plan in such a way that will weaken or compromise the confidentiality, security, or integrity of Individual Customer Data;

- d. Maintain and enforce this Data Protection Plan in all locations where Individual Customer Data is processed by the Data Administrators;
- e. Conduct security testing using a third party to provide monitoring penetration and intrusion testing with respect to Data Administrators systems and promptly provide a copy of the results to the LDC(s), provided that the third party may redact IP addresses and other client names and information;
- f. Provide annual security awareness training to all individuals having access to Individual Customer Data and maintain a record of such training; and
- g. Implement a standard process for identifying, assessing, and mitigating security risks.

### 3. Confidentiality

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

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

#### 4. Disclosure of Individual Customer Data

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

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

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

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

Upon the expiration of the Program, or as otherwise required by law or Commission order, the Data Administrators will destroy all copies of any Individual Customer Data (including any and all extracts, compilations, studies or other documents based upon, derived from or containing Individual Customer Data) within their or their

representatives' possession (including destroying Individual Customer Data from all systems, records, archives and backups), and all subsequent use and processing of the Individual Customer Data by the Data Administrators and their representatives will cease.

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

## 6. Data Security Incidents

The Data Administrators are responsible for any and all security incidents involving Individual Customer Data that is processed as part of the Program. The Data Administrators will notify the LDC(s) in writing immediately (and in any event within twenty-four (24) hours) whenever the Data Administrators reasonably believe that there has been a data security incident involving Individual Customer Data. After providing such notice, the Data Administrators will investigate the incident, and immediately take all necessary steps to eliminate or contain any exposure of Individual Customer Data. The Data Administrators will provide the LDC(s) with reasonable assistance and cooperation in the furtherance of any correction, remediation, or investigation of any such data security incidents and/or the mitigation of any damage, including any notification required by law or that LDC(s) may determine appropriate to send to individuals impacted or potentially impacted by such data security incident(s), and/or the provision of any credit reporting service required by law or that LDC(s) deems appropriate to provide to such individuals.

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

## 7. Additional Protections

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

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

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

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

#### 8. Use of Individual Customer Data

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

## **II. Conclusion**

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