



## Town of Lincoln, New Hampshire Community Choice Aggregation Plan

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## **Table of Contents**

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- Introduction
- Goals and Components
- Statutory Requirements
  - 1. Universal Access
  - 2. Reliability
  - 3. Equitable Treatment Across Customer Classes
  - 4. Organizational Structure
  - 5. Approval Process
  - 6. Program Launch
    - A. RFP and Selection of Competitive Supplier
    - B. Consumer Notice and Opt-Out Period
    - C. Public Information Session
    - D. Consumer Enrollment
  - 7. Operations
    - A. Program Management
    - B. Consumer Awareness and Education
    - C. Treatment of Individual Customer Data
    - D. New Eligible Consumers
  - 8. Funding
  - 9. Rate Setting and Cost to Participants
  - 10. Form of Service Offering (Opt-In / Opt-Out)
  - 11. Methods for Entering and Leaving Agreements with Other Entities
  - 12. Rights and Responsibilities of Program Participants
  - 13. Treatment of Participants Enrolled in Net Metering
  - 14. Treatment of Participants Enrolled in the Electric Assistance Program
  - 15. Termination of the Program

## Introduction

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The Town of Lincoln, New Hampshire (the “Municipality”) has developed a Community Choice Aggregation Program (“CCA Program” or “Program”). The CCA Program is designed to offer competitive choices to eligible consumers as an alternative to the default energy service provided by the Municipality’s local distributor New Hampshire Electric Cooperative, Inc. (“Local Distributor”).

The Municipality has engaged with Colonial Power Group, Inc. (“CPG”), a provider of electric aggregation service registered with the New Hampshire Public Utilities Commission (“Commission”),<sup>1</sup> who will serve as professional, technical, and legal consultant to manage the CCA Program.

On October 28, 2019, the Municipality’s Board of Selectmen voted to form a municipal electric aggregation committee (the “Committee”) to develop and approve an aggregation program plan for its citizens (the “Plan”).<sup>2</sup> The Plan was written to comply with New Hampshire RSA 53-E regarding the aggregation of electric customers by municipalities and counties. It contains required information on the structure, operations, rate setting, and policies and procedures of the Municipality’s Program.

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to greatly improve the buying power of the consumers in the Municipality by aggregating such consumers to negotiate rates for power supply. Further, the Municipality seeks to take greater control of its energy options, including enhancing the ability to pursue price stability, savings opportunities, and the amount of renewable energy procured.

The Municipality does not buy and resell power to CCA Program participants but rather represents consumer interests to set the terms for service. In consultation with the Municipality, CPG will develop a standard form contract and, through a competitive bid or negotiation process, select a supplier to provide firm, all-requirements supply service or to advance renewable energy or other CCA Program goals for the benefit of consumers. Each contract will run for a fixed term. Eligible consumers may opt-out of the CCA Program and select utility default energy service or power supply from another competitive supplier at any time before or following enrollment in the Municipality’s CCA Program. Consumer participation in the CCA Program is entirely voluntary.

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<sup>1</sup> Registered with the Commission in Docket No. DM 21-086.

<sup>2</sup> RSA 53-E:6(I).

## **Goals and Components**

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**Consumer Protections:** CPG will develop contract terms that provide the highest level of consumer protection for the CCA Program's participating consumers. Final contracts will be negotiated and then monitored for compliance by CPG in consultation with the Municipality. Participants will be able to rely on price security, clearly defined terms of service, no exit penalties, and multiple options to handle customer service-related issues or queries.

**Product Optionality:** The CCA Program will seek to provide the Municipality's consumers with more than one product option. The Program is likely to always offer a product that is comparable to utility default energy service. However, the Municipality may also procure renewable energy or Renewable Energy Certificates ("RECs") and execute such other agreements as may be necessary to support optional renewable products or services. The Municipality may seek RECs from a variety of renewable sources and will choose the proposal that offers the best combination of environmental benefit, price, local sourcing, and local benefits. The Municipality may also offer market-based rates for certain consumer groups if and when such an offering may be advantageous for such consumers.

**Strength of Supplier:** Only suppliers that demonstrate superior levels of market experience, managerial performance, and creditworthiness will be invited to bid on the CCA Program portfolio. CPG will vet all potential suppliers drawing heavily on its decades of experience managing electricity procurement activities in New England.

**Cost Savings to Participating Consumers:** The Municipality seeks to take greater control of energy options available to its consumers, including pursuing the objectives of price stability and setting CCA Program prices that, over time, are below rates consumers would otherwise have paid under the utility default energy service.<sup>3</sup> While savings cannot be guaranteed under the CCA Program, the Program has inherent pricing advantages not enjoyed by the Local Distributor that the Municipality hopes will result in lower electricity prices for participating consumers.

**Targeting Benefits for Residential and Small Commercial Consumers:** Consumer choice for electricity supply has been a major success for larger commercial and industrial consumers in the state but less so for other consumer groups. Consequently, the CCA Program will place a strategic

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<sup>3</sup> CPG and the Municipality recognize that the comparison of CCA Program prices to utility default energy service rates is an imperfect comparison given the differences in procurement procedures and (potentially) in product definition. Nonetheless, such comparisons are widely sought and used by consumers and governmental agencies. As such, the Municipality uses this definition of savings in its Plan.

emphasis on providing choice, offering beneficial options, and delivering benefits most attractive for residential and small commercial consumers.<sup>4</sup>

## **Statutory Requirements**

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RSA 53-E:6 requires that an aggregation plan include the following details:

- universal access,
- reliability,
- equitable treatment across customer classes,
- organizational structure of the program,
- operating and funding,
- rate setting and any costs to participants,
- whether supply services are offered on an opt in or opt out basis,
- methods for entering and leaving agreements with other entities,
- rights and responsibilities of program participants,
- how the CCA Program will compensate and account for net metered electricity exported to the distribution grid by program participants,
- how the CCA Program will ensure that CCA Program participants enrolled in the electric assistance program will continue to receive their discount, and
- termination of the program.

### **1. Universal Access**

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. This Plan shall meet the statutory requirement of universal access by giving all consumers within the boundaries of the Municipality the opportunity to participate in the CCA Program, whether such consumers are currently on utility default energy service or the supply service of a competitive supplier. For the purposes of the Municipality’s CCA Program this means that all consumers within the borders of the Municipality taking default energy service from the Local Distributor, including existing consumers and any new consumers in the future, that are not enrolled with an alternative competitive supplier will be considered “eligible consumers” and therefore eligible to receive service from the CCA Program’s supplier(s). At the onset of the CCA Program, all existing eligible consumers will be enrolled into the CCA Program unless they contract with a competitive supplier or affirmatively opt-out of the CCA Program. Similarly, all new eligible consumers that come into the municipality after Program launch will be enrolled in the CCA Program unless they first contract with a competitive supplier or affirmatively opt-out of the CCA Program. All participating consumers will retain the right to opt-out any time

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<sup>4</sup> Consistent with RSA 53-E:1.

after their commencement of CCA Program service. Service under the CCA Program shall include Program rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

## **2. Reliability**

For an electric aggregation program, “Reliability” means the Municipality securing, and CCA Program participants receiving, the energy services as fully defined by the CCA Program contract, for the duration of the contract, without exception. When vetting potential suppliers for the CCA Program, the Municipality in coordination with CPG will evaluate the suppliers’ demonstrated ability and expertise to fulfill all material obligations under the CCA Program contract and without exposing CCA Program participants or the Municipality to any unanticipated risks or costs.

## **3. Equitable Treatment Across Customer Classes**

All consumers participating in the CCA Program will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the supplier, be provided all required notices and information, and always retain the right to opt-out of the CCA Program or to enroll with an alternative supplier. Equitable treatment of all consumers does not, however, require that the CCA Program offer all consumers the same pricing or terms and conditions. To impose such a self-restriction on the Program would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to consumers with widely disparate characteristics would have the inevitable effect of giving some consumers more favorable service than others. The implementation of the CCA Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among consumers.

## **4. Organizational Structure**

There are five operational levels to the Municipality’s CCA Program as follows:

### **A. Level One: Consumers**

The Legislative Body is made up of the consumers of the Municipality, who hold the ultimate authority over the CCA Program and its functions. The final CCA Program Plan will be submitted to the Legislative Body for its adoption pursuant to RSA 53-E:7(I). Further, the Legislative Body can elect candidates for the Board of Selectmen who may take positions regarding the CCA Program. They can participate in meetings and hearings regarding issues related to the CCA Program.

### **B. Level Two: Governing Body**

The Municipality's government is led by a three-member Board of Selectmen. Daily operations are overseen by a Town Manager. The Board of Selectmen acts as the Town's Chief Executive Body responsible for the general welfare of the community. Specific powers and responsibilities of the Board of Selectmen are set forth in the Town Charter.

#### **C. Level Three: Electric Aggregation Committee**

The Governing Body formed an Electric Aggregation Committee pursuant to RSA 53-E:6 to develop and approve this Plan for the consumers of the Municipality. The Committee developed the Plan using a transparent and public process that sought and encouraged public input.

#### **D. Level Four: Program Administrator**

The Town Manager is the Liaison between the Board of Selectmen, Town departments, and the community. Reporting directly to the Board, the Town Manager is responsible for the day-to-day activities of the Town departments and buildings. All department heads report directly to the Town Manager. As designee of the Board, the Town Manager will serve as CCA Program Administrator and be responsible for making decisions and overseeing the administration of the CCA Program in close coordination with CPG. Prior to the receipt of executable bids from approved suppliers, the Town Manager shall be authorized to execute an electric service agreement under the parameters set forth by the Board.

#### **E. Level Five: Consultant**

CPG will have primary and legal responsibility to manage specific aggregation activities called for under the Plan and as described under any consultant agreement with the Municipality. Those duties will include, but are not limited to, managing the procurement process; selecting the approved suppliers eligible to bid; reviewing and negotiating supplier contracts; hosting, maintaining, and updating an informational website for the CCA Program; monitoring supply contracts; and acting as an initial point of contact for both suppliers and the Program Administrator to address any operational or performance issues. CPG shall also act as a Program-level customer service contact for participating consumers, providing general information about participants' rights, prices, terms, and obligations under the CCA Program.

#### **F. Level Six: Competitive Electricity Suppliers**

Competitive suppliers will contract with the Municipality through the Program Administrator as its designee. Contracts will be negotiated, recommended, and monitored for compliance by CPG. No contract will be binding until it is first approved by the Program Administrator. Competitive supplier will provide all requirements power supply to the CCA Program, be responsible to provide all necessary notifications to eligible and participating consumers, provide account level customer service to CCA Program participants, and work in coordination with CPG to manage all opt-outs, opt-ins, and new consumer enrollments during the term of the contract.



## **5. Approval Process**

The Committee approved an initial Plan on February 7, 2020, after first determining that the Plan creates a CCA Program structure designed to serve the long-term interests of Program participants and the Municipality.<sup>5</sup>

The Plan was reviewed and approved by the Board of Selectmen on February 10, 2020, and further the Board voted to place an article on the Warrant for Town Meeting. The Legislative Body voted to authorize the Community Choice Aggregation plan at Town Meeting on March 10, 2020.

In late 2022, CPG made refinements to the Municipality's authorized Plan to comport more clearly with current statutes as well as with community power aggregation rules adopted by the Commission on October 5, 2022 (the "Updated Plan"). The Committee held two public hearings on the Updated Plan, one on November 8, 2022 and the second on November 28, 2022. The Board of Selectmen approved the Updated Plan on November 28, 2022, and further directed CPG to file this final Plan with the Commission for its approval.<sup>6</sup>

## **6. Program Launch**

After receiving all necessary approvals, the Municipality will make preliminary decisions regarding the timing of Program launch (e.g., a near-term target date or deferred for a date to be determined later) and the methods that the Municipality will use to communicate with consumers about the new Program. For example, the Municipality may provide notice and host a public informational session for all consumers within the municipality before executing a contract with a competitive supplier. Such engagement would supplement consumer notification and engagement conducted after a contract is signed and prior to customer enrollment. Two possible sequences of events related to consumer engagement is as follows:<sup>7</sup>

### **Scenario 1 – Prompt Program Launch**

- Request two information sets from the Local Distributor: (1) billing addresses for all consumers within the municipality, and (2) a list of eligible consumers including such information necessary for successful program launch (including but not limited to account numbers, billing addresses, service addresses, rate classes, historical kWh usage, ICAP tags, supplier status, electric assistance program status, and net metering status).

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<sup>5</sup> The Committee approved the Plan as designee of the Governing Body, and pursuant to RSA 53-E:6(IV).

<sup>6</sup> RSA 536-E:7(II).

<sup>7</sup> Each in compliance with RSA 53-E:7(III).



- Issue Request for Proposal (“RFP”) for power supply and select a competitive supplier.
- Mail notification to all consumers including notice of public meeting to be held within 15 days of mailing. The form of notice sent to eligible consumers may be different than the form of notice sent to all other consumers but in any event all eligible consumers will be sent specific instructions to exercise the option to opt-out from being enrolled in the CCA Program.
- Hold public information meeting within 15 days of notice.
- Enroll customers and commence service.

#### Scenario 2 –Deferred Program Launch

- Request billing addresses for all consumers within the municipality from the Local Distributor.
- Mail notification to all such consumers including notice of public meeting to be held within 15 days of mailing.
- Hold public information session.

At a later time:

- Request a list of eligible consumers from the Local Distributor including such information necessary for successful program launch (including but not limited to account numbers, billing addresses, service addresses, rate classes, historical kWh usage, ICAP tags, supplier status, electric assistance program status, and net metering status).
- Issue Request for Proposal (“RFP”) for power supply and select a competitive supplier.
- Mail notification to all consumers including notice of public meeting to be held within 15 days of mailing. The form of notice sent to eligible consumers may be different than the form of notice sent to all other consumers but in any event all eligible consumers will be sent specific instructions to exercise the option to opt-out from being enrolled in the CCA Program.
- Hold public information meeting within 15 days of notice.
- Enroll customers and provide service.

#### **A. RFP and Selection of Competitive Supplier**

The Municipality will solicit and accept bids from competitive suppliers that meet the goals of this Plan and satisfy certain criteria, including: documentation of requisite authorizations from governmental authorities to conduct business operations, good standing with regulatory agencies in New Hampshire and other states, positive assessment of creditworthiness, market experience in ISO New England, ability to manage large-scale customer service, and strong reputational history.

CPG will work with the Municipality to prepare a standard form electric service agreement to be signed by the selected supplier and the Municipality. The terms and conditions of such agreement will set out prices, term, Program products, and include consumer protections. The terms and conditions shall meet any requirements of the General Court or Commission regulations.

The Governing Body shall authorize the Program Administrator to evaluate supplier responses to the RFP, select an offer that most closely meets the objectives of the Plan, and execute an electric service agreement with the selected supplier on behalf of the CCA Program. The Program Administrator may reject all bids and repeat the RFP process until such time as an acceptable offer is received.

#### **B. Consumer Notice and Opt-Out Period**

Once the Municipality has executed a contract with a competitive supplier, the Municipality and CPG will coordinate to prepare and mail a notification to each retail electric consumer within the municipality service area (the "Opt-Out Notice").<sup>8</sup> The Opt-Out Notice shall be issued by the Municipality and mailed using the billing addresses provided by the Local Distributor. The Opt-Out-Notice shall include: a description of the Program, a description of product offerings, Program price(s), the supply term, the supplier's name and contact information, disclosure of consumers' rights to opt out with clear instructions how to do so, link to the Program website, a toll-free phone number for customer service questions, the current utility default energy service prices, and appropriate disclaimers that savings cannot be guaranteed under the Program.

The Program shall provide all eligible consumers with no less than 30 days to opt-out of being enrolled in the Program. Specifically, the Program shall provide all eligible consumers at least 30 days from the date of the mailing of the Opt-Out Notice (the "Opt-Out Notice Period") to opt out of being enrolled in the Program before CPG initiates account enrollments with the competitive supplier. Eligible consumers will be given the ability to opt-out by return postcard, website, or such additional means as may be provided by the Municipality.<sup>9</sup> All eligible consumers who do not elect opt-out will automatically be enrolled in the Program. Consumers who elect to opt-out will remain on the Local Distributor's default energy service. A consumer taking energy service from a competitive electricity supplier shall not be considered an eligible consumer and will not automatically be enrolled in the CCA Program, unless the consumer voluntarily opts-in.

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<sup>8</sup> RSA 53-E:7(III) and (V).

<sup>9</sup> RSA 53-E:7(V).

### **C. Public Information Session**

The Municipality will hold a public information session about the Program within 15 days of notifications being sent to all consumers. The session shall be hosted by representatives of the Municipality and CPG. The informational session will be conducted to field any questions posed by the public regarding any aspect of the CCA Program to assist consumers to make properly informed decisions regarding participation. Materials will be prepared and made available to the attending public, providing an overview of the CCA Program and highlighting its material components.

### **D. Consumer Enrollment**

At the end of the Opt-Out Notice Period and after sufficient time has been allotted to properly record all consumer opt-out requests, the competitive supplier shall commence enrollments of all program participants with the Local Distributor. The Municipality's competitive supplier will enroll all such consumers coincident with the utility's billing periods. The competitive supplier will enroll participating consumers over a one-month period with service beginning in the first month of the supply term as defined in the applicable electric service agreement.

## **7. Operations**

### **A. Program Management**

CPG has experience designing, implementing, and administering opt-out municipal aggregation programs. CPG will have responsibility for the operational aspects of the CCA Program. Such responsibilities will include: technical and market analysis, competitive procurement services, regulatory approvals and compliance, accounting and fiscal management, monitoring suppliers' compliance with all contract terms and conditions, resolution of contract issues, Program communications, implementation of consumer opt-out processes, facilitating administrative matters with the Local Distributor, preparing reports, and routine updates and attendance at meetings with the Governing Body and its designee(s).

Once launched and throughout the life of the CCA Program, CPG will coordinate with Program competitive suppliers and otherwise oversee the provision of effective customer service, maintenance of a Program website, and the processing of new enrollments. CPG will produce and help conduct additional public information sessions, as necessary. Prior to the expiration of each supplier electric service agreement, CPG will coordinate with the

Program Administrator to solicit a new electric service agreement to commence concurrently with the final meter reads of the prior agreement.

#### **B. Consumer Awareness and Education**

The CCA Program will maintain and actively manage a website that provides clear and up-to-date information including a description of the Program, a description of product offerings, Program price(s), contract supply term, the supplier's name and contact information, an explanation of a consumer's rights to opt out with clear instructions how to do so, a toll-free phone number for customer service questions, and appropriate disclaimers that savings cannot be guaranteed under the Program.

The CCA Program will notify participating consumers of any changes in Program prices or product offerings. The Program may also conduct general and periodic outreach to all consumers in the Municipality. Any such notifications and engagements may be accomplished by using public meetings, live or virtual information sessions, the Program website, the Municipality's website, press releases, and/or mail.

#### **C. Treatment of Individual Customer Data**

The CCA Program will have access to certain individual customer data as a necessary element for managing the program. Specifically, CPG and competitive suppliers serving the program (collectively, the "Service Providers" to the CCA Program) will gain access through the Local Distributor to customer names, mailing addresses, service addresses, account numbers and the quantity and time of each customer's kWh electricity consumption. All such information is included in the definition of "Individual Customer Data" in RSA 363:37 and "Confidential Customer Information" in Puc 2000. The CCA Program may also have access to customer phone numbers and email addresses. Other than a customer's participation in the Local Distributor's energy assistance program, the CCA Program shall not request from the Local Distributor nor seek access to personal financial information of individual customers, including but not limited to, financial records, payment history, records of income or wealth, or social security numbers.

All individuals working on behalf of the Service Providers that have access to Individual Customer Data received by or created by the CCA Program shall treat such information as confidential private information in accordance with RSA 363:38 and Puc 2004.19. Further, the Service Providers shall not permit public disclosure of such information under RSA

91-A. Service Providers shall comply with all applicable privacy and security laws to which they are subject.

All electric service agreements that the Municipality signs with competitive suppliers shall include Individual Customer Data in the definition of confidential information and shall obligate both parties, the Municipality (and, by extension, CPG as its representative) and the competitive supplier, to prevent disclosure or sharing of such information to any third-party, except for third-party representatives who have a legitimate need to know or use such Individual Customer Data for the sole and limited purposes of providing services to the CCA Program (“Third Party Partners”).

Through service agreements with competitive suppliers and CPG, the Municipality shall prohibit the use of Individual Customer Data for a secondary commercial purpose not directly related to service provided under the CCA Program. Further, the Municipality shall require that its Service Providers:

- Use at least the same degree of care to avoid publication or dissemination of Individual Customer Data as the Service Provider employs with respect to its own confidential information.
- Store and maintain all Individual Customer Data utilizing secure, password protected applications and data systems.
- Properly maintain and update all data systems to include security patches on an at-least monthly basis. Apply patches as soon as practicable if a critical, time-sensitive alert is raised.
- Maintain up-to-date antivirus software on all servers, workstations, and mobile devices capable of accessing Individual Customer Data.
- Secure and maintain continuous network monitoring for anomalous cyber activity.
- Limit reproduction of Individual Customer Data.
- Encrypt all Individual Customer Data when making data transfers between parties utilizing industry best practice encryption methods.
- Only store Individual Customer Data in the United States, including cloud storage environments and data management services.
- Use role-based access controls to restrict system access to authorized users and limited on a need-to-know basis.
- Provide security awareness training to all personnel, including Third-Party Partners, with access to Individual Customer Data.

- Prohibit replication of Individual Customer Data to non-company assets, systems, devices, or locations.
- Revoke access to Individual Customer Data when no longer required, or if an employee separates from the Service Provider.
- Require any Third-Party Partners, by contract, to maintain reasonable security procedures and practices consistent with this section to protect Individual Customer Data from unauthorized access, use, destruction, modification or disclosure.
- Prohibit Third-Party Partners, by contract, from using Individual Customer Data for a secondary commercial purpose unrelated to providing services to the CCA Program.
- Notify the Municipality within 24 hours of knowledge of a potential incident when Individual Customer Data is potentially exposed, or of any other potential security breach.

#### **D. New Eligible Consumers**

Consumers may become new eligible consumers during the operation of the Program in cases where such consumers located in the Municipality begin taking default supply service from the Local Distributor. This can occur when (i) the consumer stops taking supply service from a competitive supplier, or (ii) when a consumer opens a new service account with the Local Distributor. CPG will periodically request from the Local Distributor the names, account numbers, mailing addresses, and any other information necessary for successful enrollment of such new eligible consumers in the Program. The Municipality will periodically mail a written notification to new eligible consumers that have not previously opted out of the Program and enroll any such consumers consistent with the opt-in or opt-out requirements of the Plan.

### **8. Funding**

The CCA Program shall be self-funded through the Program prices established by the Governing Body. As such, consumers located in the Municipality who choose not to participate in the CCA Program will not incur, nor be responsible for, any costs associated with the CCA Program, through taxes or other assessments, apart from minimal costs, if any, related to the deliberations of the Municipality and Plan development prior to the enrollment of any Program participants.<sup>10</sup> Services provided to the Program by CPG will be funded by adding a consultancy fee agreed to by the Governing Body to the prices charged by the Program's suppliers. The Municipality will

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<sup>10</sup> As per RSA 53-E:5.

not be under any obligation to expend financial resources towards the administration, implementation and/or maintenance of this CCA.

At its option, the Municipality may, from time to time, include a Program operational fee to the Program price(s). The competitive supplier will remit the amounts that it collects to the Municipality, equal to the \$/kWh operational fee multiplied by the kWh usage of participating consumers. Any operational fee, if established, will be used solely to reimburse the Municipality for costs incurred specifically and solely in support of the Program. Such costs, for example, could include expenses for consumer awareness initiatives, or fund personnel costs associated with an energy manager position to support Program operations.

## **9. Rate Setting and Costs to Participants**

The Governing Body or its designee, will have sole authority to set the prices and term length for each of the Products offered under the Program. Program prices will be set through a competitive bidding process and will include any Program operational fee and consultancy fee, each as applicable. Product prices may vary by customer class. Program prices shall be fixed and not change over the designated term, unless the terms of the agreement between the Municipality and the competitive supplier allow for price changes under certain conditions (for example, new service costs resulting from an unanticipated change in law or regulation). All participating consumers will be given advance notice of any price changes and CPG will update information on the Program website as necessary.

This CCA Program only impacts the electric supply charges of program participants. Transmission and distribution charges will be unchanged and unaffected by participation in this CCA Program. Power outages, meter issues, maintenance or other matters related to the delivery of electric service shall remain the responsibility of the Local Distributor.

## **10. Form of Service Offering (Opt-in/Opt-out)**

All eligible consumers within the municipality will automatically be enrolled in the CCA Program unless they affirmatively opt out during the Opt-Out Notice Period. Consumers within the Municipality not on utility default energy service but who wish to join the program must affirmatively opt-in. Reasonable care will be taken to caution such consumers to confirm that any contract they may have with a competitive supplier accommodates switching to the Program without penalty.

The Municipality may offer one or more optional products. As an example, an optional product might incorporate renewable power or renewable energy credits beyond minimum requirements



established by state law or regulation. Eligible consumers or new eligible consumers will only be enrolled in an optional product at the commencement of service if they affirmatively select the optional product within the Opt-Out Notice Period. However, any participating consumer may opt-in to any optional Program product or switch between Program products at any time.

#### **11. Methods for Entering and Leaving Agreements with Other Entities**

The Municipality shall comply with any applicable provisions of its municipal charter and state law when issuing requests for proposals, evaluating and selecting bidders, and executing electric service agreements in support of this Plan. Any modifications, enforcement activities, or grounds for contract termination with respect to the agreements shall be conducted in accordance with their terms and conditions. The Municipality's process for entering into new contracts, including issuing requests for proposals, selecting qualified competitive suppliers, administering the consumer opt-out process, and raising consumer awareness will be maintained throughout the life of the Program and will be conducted in a similar manner as described herein.

Participating consumers will be free to exit the Program at any time without penalty, whether to take supply service from the Local Distributor or an alternative competitive supplier. Neither the Municipality, CPG, nor the Program competitive suppliers shall obstruct the right of participating consumers to opt-out of the Program. To opt-out, a Program participant may contact the supplier, the Local Distributor or enroll with another supplier.

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

Every eligible consumer in the Municipality may participate in the CCA Program. All consumers of the Municipality will have the right to decline participation in the Program and choose any other power supply option, including default energy service from the Local Distributor. All participating consumers may opt-out of the Program at any time without penalty.

Program participants will maintain all rights and protections of New Hampshire law and regulation. Consumers who are dissatisfied with services provided under the CCA Program may communicate directly with the competitive supplier, CPG, or bring issues to the Program Administrator or the Governing Body. They have the right to question billing and services and register complaints with the Municipality or the Commission.

All participating consumers shall meet all standards and responsibilities required by their Local Distributor and the Commission, including timely payment of billings, and allowing the Local Distributor access to essential metering and other equipment to carry out utility operations.

### **13. Treatment of Participants Enrolled in Net Metering**

An eligible consumer that is enrolled in a net metering program through the Local Distributor may participate in the Program on an opt-in basis. As explained below, there are unique considerations that net metering consumers should be informed of and given time to evaluate before automatically enrolling such consumers in the Program. Therefore, net metering consumers will not be enrolled into the Program on an opt-out basis.

An eligible consumer with generation on its premises located behind the Local Distributor's meter likely fits into one of two general categories:

- a) If the consumer's kWh consumption is consistently higher than its on-site kWh generation, then the net metering consumer can participate in the Program without issue.
- b) If the consumer's kWh consumption is sometimes lower than on-site generation, then the net metering customer can still participate in the Program by allowing any 'excess' generation to apply against future months when net consumption large enough to absorb such excess generation. However, if the consumer wishes to receive the cash value of net excess generation, which is an option under Commission regulations, the Program's competitive supplier will not be able to provide such a payout. Consequently, such a consumer would be better served to remain on default energy service from the Local Distributor.

An eligible consumer participating in group net metering would not be able to participate in the Program because Commission rules do not permit competitive suppliers to deliver credits accruing from group net metering. Only the Local Distributor can deliver such credits.

The Municipality and CPG will work with the Local Distributor to separately identify all eligible consumers that are enrolled in net metering. The Municipality will not automatically enroll such consumers into the Program on an opt-out basis. Instead, the Municipality may seek to contact these consumers separately to describe the program, explain the consumer's options in context with net metering, and invite the consumer to opt-in at their sole discretion. Before enrolling a net metering consumer in the Program on an opt-in basis, the Municipality may require such consumer to sign a written consent or waiver acknowledging that it was made aware of the risk that it may lose a portion of their net metering benefits by purchasing electricity supply from an entity other than their Local Distributor.

#### **14. Treatment of Participants Enrolled in the Electric Assistance Program**

Unless otherwise conditioned by the Commission, any consumer of the Municipality enrolled in the Electric Assistance Program may participate in the CCA Program, provided that the Local Distributor makes identifying consumer information available to the Municipality.

#### **15. Termination of the Program**

The Municipality may terminate the CCA Program at the end of the delivery term of any electric service agreement without a renewal or term extension in place. The CCA Program may also be terminated by the decision of the Governing Body, also effective with the term end date of any electric service agreement.

In the event of Program termination, the competitive supplier will transfer all program participants to the Local Distributor's default energy service. The Municipality shall notify all consumers participating in the CCA Program by mail and through postings on the Program webpage. The Municipality may also seek to inform all consumers of a planned termination through media releases, social media, and other means. The Municipality will notify the Local Distributor and the Commission of a planned termination at least ninety (90) days prior to the end of the anticipated term of the Program's electric service agreement.