

## Exhibit I - Historical Overview

### 1. Creation of Community Power Aggregation Committee

The New Boston Energy Commission initiated the exploration of Community Power for the Town, in light of the recent passage of new Community Power rules in July, 2022, and a Community Power program's potential to provide attractive options for residents and small businesses in New Boston compared to historically high electric default supply rates from distribution utility Eversource of 22.6 cents/kWh. The Committee recommended the team of Standard Power and Good Energy based on their experience with municipal aggregation across New England, their work with Keene, New Hampshire, and their ability to help the Committee develop and present a Plan to the New Boston Community in time for a vote at Town Meeting in 2023 at no cost to the Town, and no obligation to move forward with a program. Their first meeting with Standard Power was September 6, 2022, and the Town signed an MOU for services on November 7th at no cost or obligation to the Town. The members of the Energy Commission were further commissioned as members of a new Community Power Committee, commissioned by the Select Board on December 19, 2022. Below is an excerpt from the minutes of the meeting (full minutes available at [https://www.newbostonnh.gov/sites/g/files/vyhli4756/f/minutes/newbostonselectmen\\_12192022\\_approved.pdf](https://www.newbostonnh.gov/sites/g/files/vyhli4756/f/minutes/newbostonselectmen_12192022_approved.pdf)):

TOWN OF NEW BOSTON  
New Boston Select Board

December 19, 2022

**APPROVED**

43 The Select Board, in a majority vote, accepted the terms of the Emergency Management  
44 Performance Grant as presented in the amount of \$20,823.00 for a New Boston Communication  
45 update and one for \$51,150 for a standby generator at the Library.

46  
47 **Item 2: Energy Commission** - Community Power Proposal and Create Community Power  
48 Aggregate Committee

49  
50 Daryl Luter, Energy Commission, presented to the Board. He explained that the proposal is to  
51 have the Community Power Aggregate Committee (CPAC) confirmed by the Board. This needs  
52 to be completed in order to continue the Community Power proposal. A draft plan is being  
53 written for future presentation to the Board. The first CPAC meeting will be held tomorrow  
54 evening, a publication for the program will be included on the Beacon on January 1<sup>st</sup>, and public  
55 hearings will be held on January 15<sup>th</sup> and 23<sup>rd</sup>. On January 30<sup>th</sup>, the intent is to have the Board  
56 meet and approve the program.

57  
58 Donna Mombourquette stated that the draft plan has been utilized by other communities and this  
59 will be tailored to New Boston's needs.

60  
61 Daryl Luter explained that power aggregation for the community has a goal of bringing the cost  
62 of power for citizens and businesses down. There is no cost to participate in this program; it is an  
63 opt-out program.

64  
65 **David Litwinovich moved to approve the creation of a Community Power Aggregate**  
66 **Committee. Seconded by Jennifer Brown.**

67 **Roll Call Vote: David Litwinovich – aye; Donna Mombourquette – aye; and**  
68 **Jennifer Brown – aye; 3-0-0 motion carried unanimously.**  
69

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

The Committee's goal is to develop a Plan that will offer New Boston residents and small businesses attractive choices for lowest cost and more renewable energy. The Committee reviewed a template draft Plan created by Standard Power and Good Energy based on the requirements of RSA 53-E, and customized it to include local goals, community survey results, and all public input.

The Committee is aiming for a Plan that attracts full participation in the program for eligible customers, but all electric customers in New Boston can join, change options, or leave the program at any time with no program fees or penalties. Customers currently on utility default supply would be automatically enrolled in the program default rate unless they opt out. This format is the opportunity made available in the new Community Power law and rules, and is a key part of how programs across New England and the country provide savings and choices for communities like New Boston. The program will not launch without savings for eligible customers. Customers currently on competitive supply are not eligible to be automatically enrolled in the program, but can opt in. Other potential benefits of a Community Power program the Committee considered are increased consumer protections when using competitive supply, and more energy planning awareness and savings for the community in the face of volatile utility electricity prices and climate change.

The Town created a web page for the Community Power Committee to post information, a community survey, and draft plan for public review:  
<https://www.newbostonnh.gov/community-power-aggregation-committee> A community survey and draft Plan were released on December 20, 2022, and advertised in the New Boston Beacon, a monthly publication delivered for free to every household in New Boston, which also ran an informational article about the program. The survey will remain open for public participation until the Committee is satisfied that all voices are heard. The Draft Plan is responsive to concerns of the public received to date, but is also flexible to incorporate changes as directed through the Select Board before or following local approval of the Plan.

Public hearings were held January 15th and 26th, 2023 at the Whipple Free Library, and advertised in the New Boston Beacon, on social media, and flyers posted at the Town Hall, the Library and in other locations around town. The first hearing was held at the Library on a Sunday afternoon for maximum public access, and a slide presentation was presented by Standard Power with a good Q&A period following. Here is the link for the recording of the January 15th hearing, about an hour in length:  
[https://townhallstreams.com/stream.php?location\\_id=108&id=50064](https://townhallstreams.com/stream.php?location_id=108&id=50064) The second public hearing was held with a similar format Thursday January 26, 2023 in the evening and was also recorded for the convenience of voters.

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

The Plan was approved by the Committee on January 26, 2023 following the conclusion

of the second public hearing.

**4. Adoption of Plan by Select Board and Town Meeting**

The Plan was adopted by the Select Board at their regular meeting January 31st, 2023.

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

The Plan was submitted to the PUC in March 2023.

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

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

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

### **1. Program Launch**

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

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

#### **1.A. Create or Update Webpage and shopping comparison websites**

Timeframe: Shortly after signing the ESA (~15 days before the estimated date that the Customer Notification Documents arrive).

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

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

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

### **1.B. Press Release and Work with Local Media Resources**

Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Documents arrive.

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

- Area Newspapers: The Town will work with the New Boston Beacon to disseminate accurate and timely information about the Program. As part of this targeted outreach, the Town may seek a meeting with the editorial board to establish a good foundation for continued dialogue over the course of the contract. Other newspaper outlets may include other local publications.
- Local Public Access Television: The Community Power Committee meetings and the Town Select Board meetings are broadcast, recorded and made available for public viewing. The Town may choose to record presentations about the program and PSAs for upcoming meetings.
- Municipal Staff Interviews: Develop Q&A Scripts and prepare municipal staff or volunteers for interviews.

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

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

Boost all traditional media coverage on social media platforms, with the goal of driving traffic to the Program webpage. In concert with the communication leads of the Town, develop a campaign of planned tweets and Facebook posts, timed to coincide with important milestones in order to keep ratepayers informed, particularly those that may not interact with traditional media on a regular basis. Draft content and graphics to accompany the posts, to be made by Town staff. These accounts include the Town's official facebook page:

<https://www.facebook.com/TownofNewBoston/> and local community group pages such as New Boston NH Community: <https://www.facebook.com/groups/273509852840784/>.

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

### **1.D. Public Presentation**

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

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

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

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

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

Timeframe: 15 days before to 30 days after the estimated date that the Customer Notification Documents arrive.

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

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

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

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

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

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

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

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

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

The Customer Notification Letters will be sent via standard mail to the billing address of each retail electric customer per **Section VI.b.ii** of the Plan. The Program will have two

versions of this letter, one for Eligible Customers and one for other customers. The Competitive Supplier shall bear all expenses regarding the Customer Notification Letters.

***1.H.i. Customer Notification Letter for Eligible Customers***

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

The letter will inform Eligible Customers:

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

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

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

***1.H.ii. Customer Notification Letter for Other Customers***

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

**2. Ongoing Outreach and Education**

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

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

- **Program impact:** Key metrics relating to cost performance, renewable energy purchases and program enrollment. Particularly as the program accomplishments relate to progress towards the Town’s ambitious short- and long- term goals for renewable energy and greenhouse gas emission reduction. This will also include the Energy Source Disclosure labels for the electricity supply;
- **Opt up campaigns:** On-going campaigns to recruit participation into its optional product(s) that contain more renewable energy than required by law (“Opt up campaigns”). Increasing participation in these products will serve the Town’s goals to expand new renewable energy and reduce greenhouse gas emissions;
- **Customer awareness:** Rights, responsibilities and procedures for Program participants; contact information for customer inquiries, responses to frequently asked questions, and details regarding the Program’s electric supply and renewable attributes.
- **Public input:** As the program considers changes to further its progress toward a 100% renewable future and other goals, Town 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 Town.

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

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

### 3. Approach to Overall Education & Outreach

#### 3.1 Outreach to Persons with Limited English Proficiency or Disabilities

The Program will be consistent with Town policies to provide access to Program materials for all Eligible Customers. Materials will be provided in English, and translation of materials will be provided as such needs are identified. Outreach efforts will be communicated in print and audio formats to provide access to both the hearing and visually impaired. The Program will also work with local organizations on accessibility issues as needed, see **Section 1.D**, above.



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

### **I. Introduction**

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

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

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

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

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

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

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

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

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

## 2. Data Security

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

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

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

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

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

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

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

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

### 3. Confidentiality

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

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

### 4. Disclosure of Individual Customer Data

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

energy management or energy efficiency programs. Any such third parties will be required by contract to comply with the provisions of this Data Protection Plan.

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

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

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

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

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

#### 6. Data Security Incidents

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

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

## 7. Additional Protections

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

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

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

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

processing of such individual's Individual Customer Data; and establishing policies and procedures to provide all reasonable and prompt assistance to LDC(s) in responding to any and all requests, complaints, or other communications received from any individual, government, government agency, regulatory authority, or other entity that is or may have an interest in the Individual Customer Data, data theft or other unauthorized release of Individual Customer Data, disclosure of Individual Customer Data, or misuse of Individual Customer Data to the extent such request, complaint or other communication relates to Data Administrators' processing of such individual's Individual Customer Data.

#### 8. Use of Individual Customer Data

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

## **II. Conclusion**

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

## **Exhibit IV**

### **New Boston Community Power Survey 2023**

The New Boston Community Power Survey was made available on the Community Power page of the Town's website beginning December 2022, and shared on Facebook and through an article and link in the Beacon. 34 responses were received by the deadline. Responses were compiled by consultants from Standard Power and Good Energy, and are reported here with implications for New Boston Community Power.

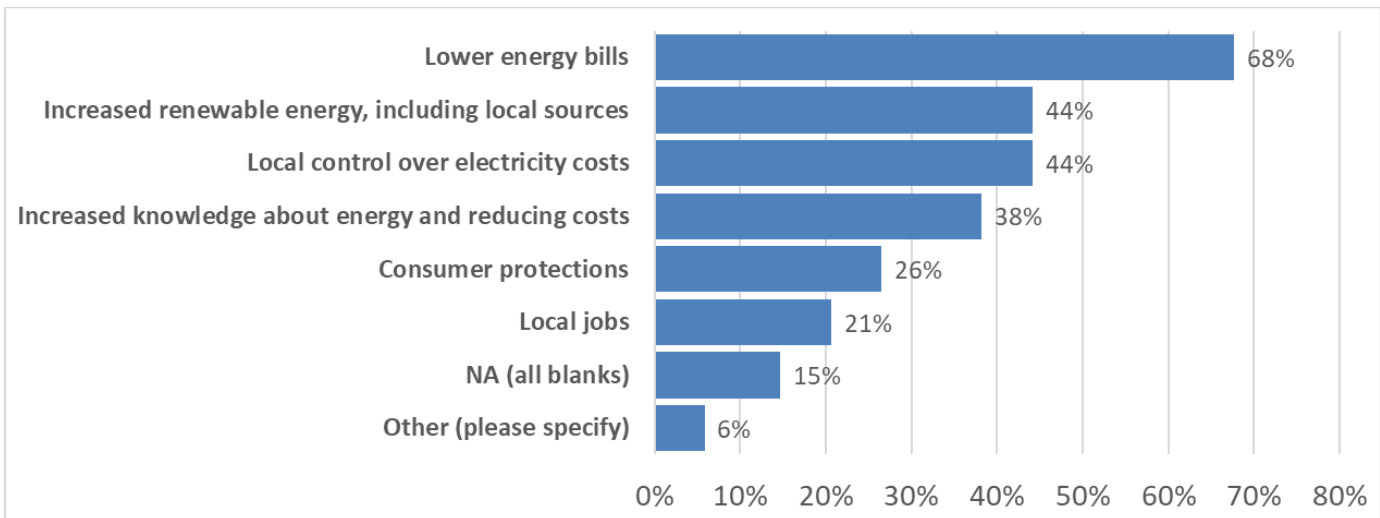
**Questions 1 to 5** of the survey asked about community members' current electricity supply. Of the responses, 31 were residential customers and 3 were businesses. A majority of respondents were served by Eversource default electricity supply, 65%, but almost a third, 29% were served by third-party competitive suppliers. 6% said they didn't know who their electric supplier was. Almost half of respondents didn't know they had a choice of electricity supply, and a quarter saw no reason to switch. five respondents provided other reasons or more information, see below for the comments. In general, comments reflect engagement with reducing energy costs and increasing services through energy choices.

Thought they might be faster to restore power during outages  
Inertia...Didn't have time to erase arch other options.  
Too busy to investigate this  
Did not like the contracts for the other suppliers  
lazy

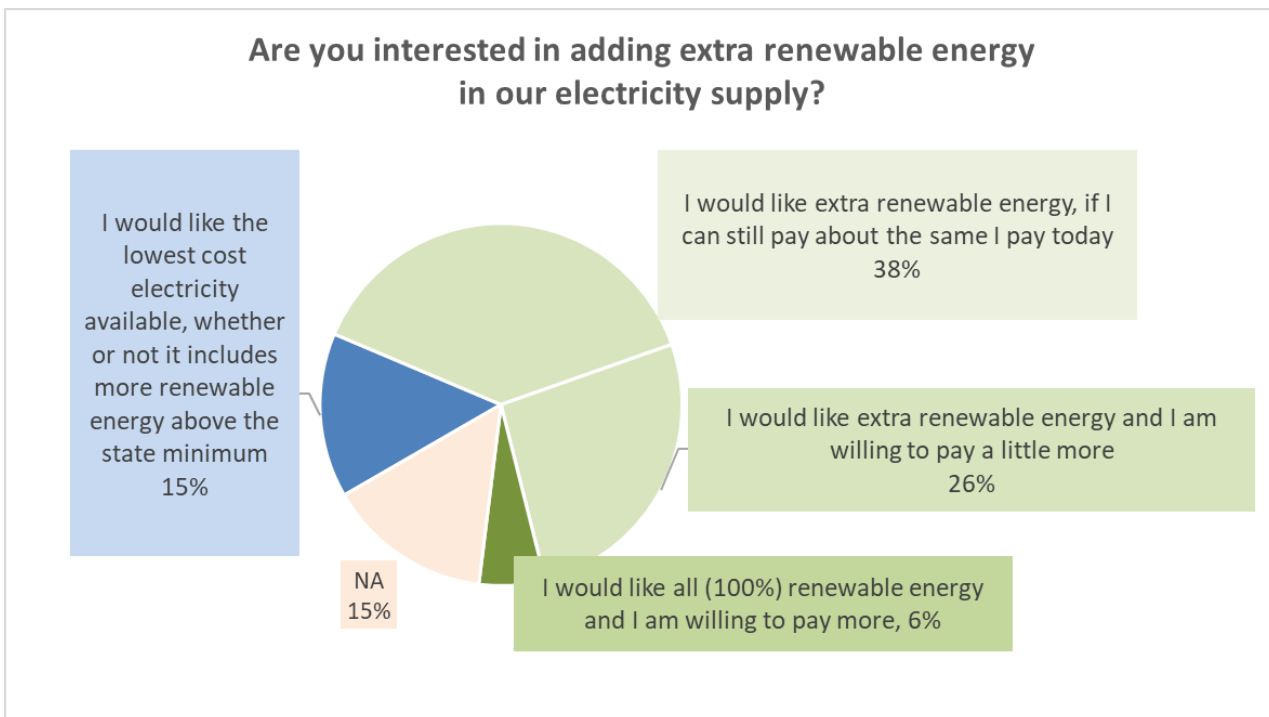
Of the 10 respondents that chose a competitive supplier, all 8 did so for a better rate, and 2 wanted more renewable energy than the utility default. four respondents (12%) produce at least a portion of their own electricity using onsite solar panels.

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

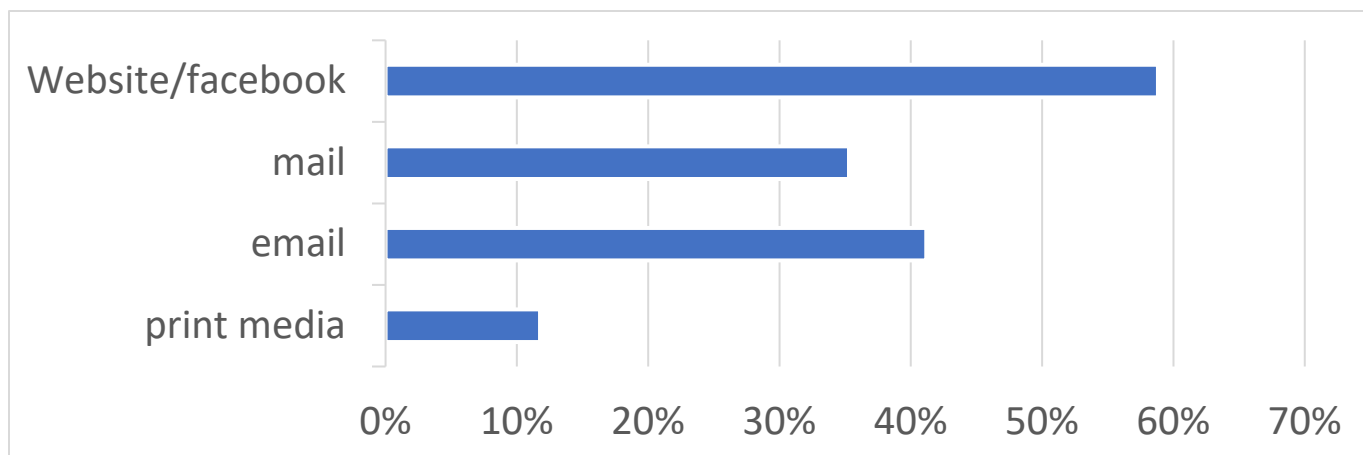




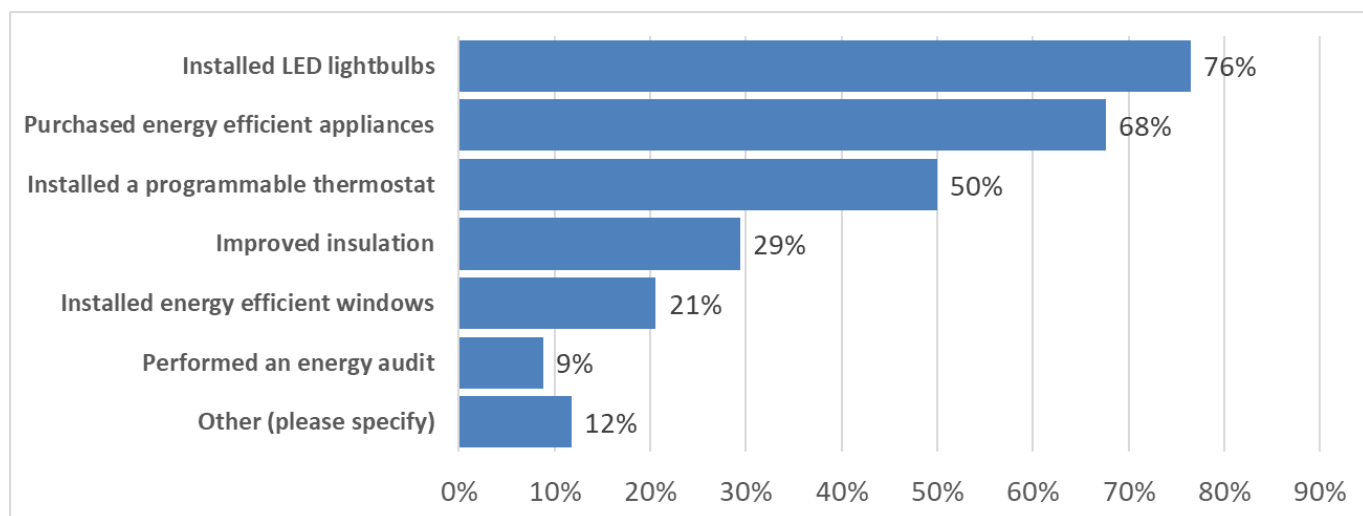
**Question 7** of the survey asked about community support for renewable energy in electricity supply above the state minimum, or Renewable Portfolio Standard (RPS). The RPS was 22.5% of all electricity consumed in New Hampshire in 2022, and that rate rises each year to 25% in 2025 and then plateaus. 70% of New Boston respondents want more renewable energy (adding together the green wedges below). 38% want more renewable energy if they can pay about the same as they do today, and 32% are willing to pay more for renewable energy up to 100%. 15% said they want the best rate, and 15% did not respond to the question. This result supports the four products outlined in the draft plan.



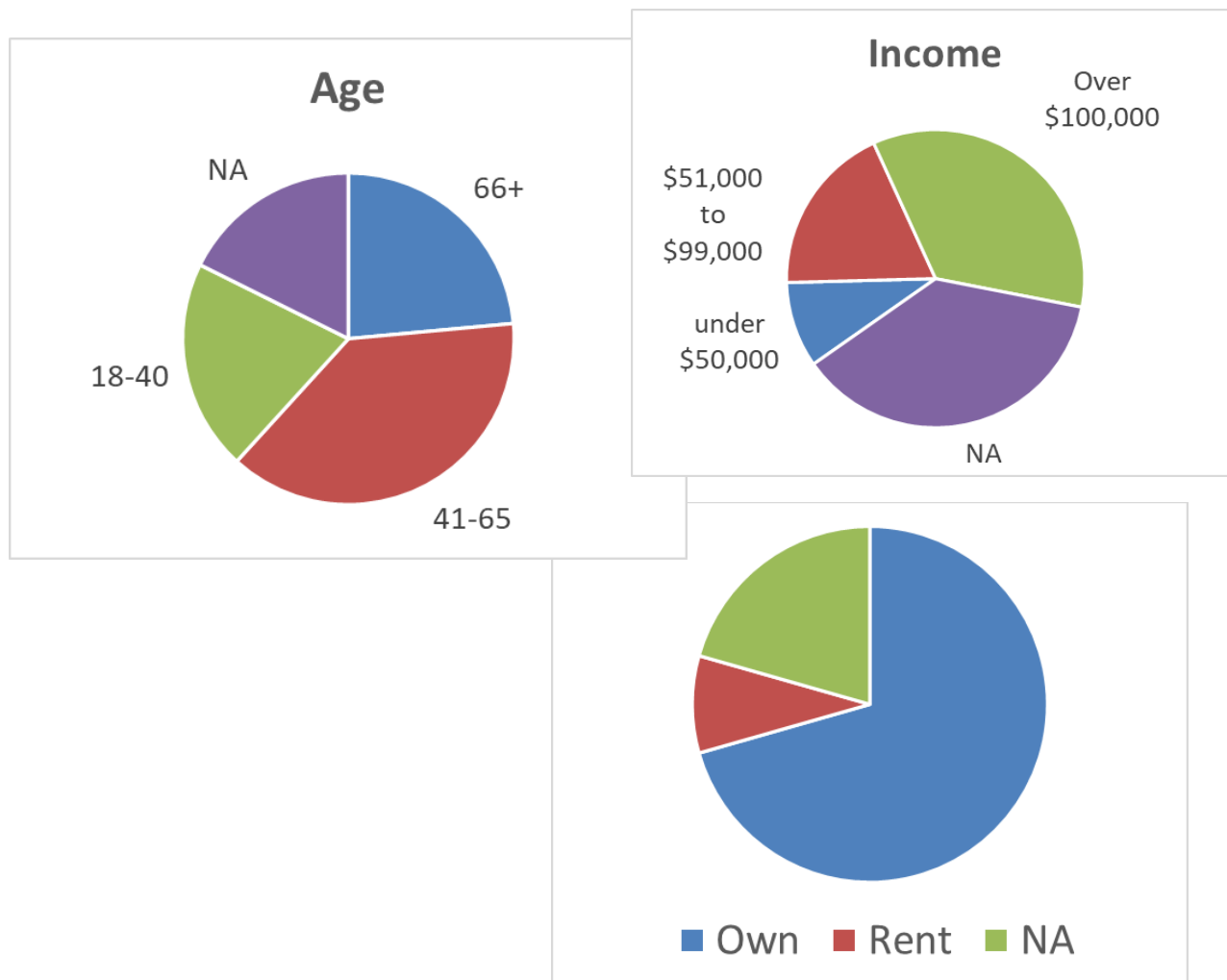
**Question 8** asked about communications and program updates. The dedicated Community Power page on the Town’s website is the principal means of updating and providing Program details. It will be supplemented with printed and posted notices, flyers, informational meetings and presentations, social campaigns,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



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



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



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