



**Town of Amherst**

**COMMUNITY POWER PLAN**

**Approved by the Select Board**

**December 18, 2023**

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

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## **I. Amherst Community Power Overview**

The Town of Amherst will develop and implement its Community Power Program (Program) as described in this Community Power Plan (Plan) developed with public input by the Energy Committee, which has been designated as the Community Power Aggregation Committee (Committee).

### **I.a. Introduction**

Community Power creates new electricity supply choices for Amherst residents and businesses with the potential for cost and environmental benefits beyond that of the Default Service supply from the electric distribution utility, Eversource. Instead of simply utilizing the utilities' electricity supply, Amherst will bundle together the electricity needs of its residents and businesses and put out a bid for an electricity supplier to provide the necessary electricity at competitive prices. With Community Power, the Town is able to make strategic pricing decisions about when to solicit bids and lock in fixed pricing for multiple years. The Town can also increase the amount of renewable energy available to individual customers and the community. Eversource will continue to manage billing and maintain wires and poles.

Although the electrons powering our community may in literal terms come from regional utility scale electricity producers, power in the region and country is ultimately tracked and sold on abstract marketplaces. A Community Power program will bring these options and benefits to the residents and businesses of Amherst.

This Plan is intended to guide the implementation of the Amherst Community Power Program. It is a living document; elements of this plan are likely to change over time based on evolving laws and energy supply options. This plan reflects options currently available or expected in Eversource New Hampshire service territory and provides flexibility for adding options in the future as warranted to benefit the Amherst community.

### **I.b. Mission Statement**

Amherst Community Power will work to provide new electricity supply choices for Amherst residents and businesses with the goal of cost and environmental benefits beyond that of the default service supply from the utility; and will act in accordance with RSA 53-E:6 and develop a plan to provide electric power supply and services to our community at competitive costs, with the option for environmental benefits.

## **II. Process to Develop and Approve Plan**

The process to develop a Community Power program involves community input to develop the Plan that will govern program operation and local- and state-level review and approval of the Plan. Approving the Community Power Plan does not obligate the Town to launch a program if conditions are not favorable. The process to develop and approve the Plan is summarized here, and full details on each step are available in **Exhibit I**.

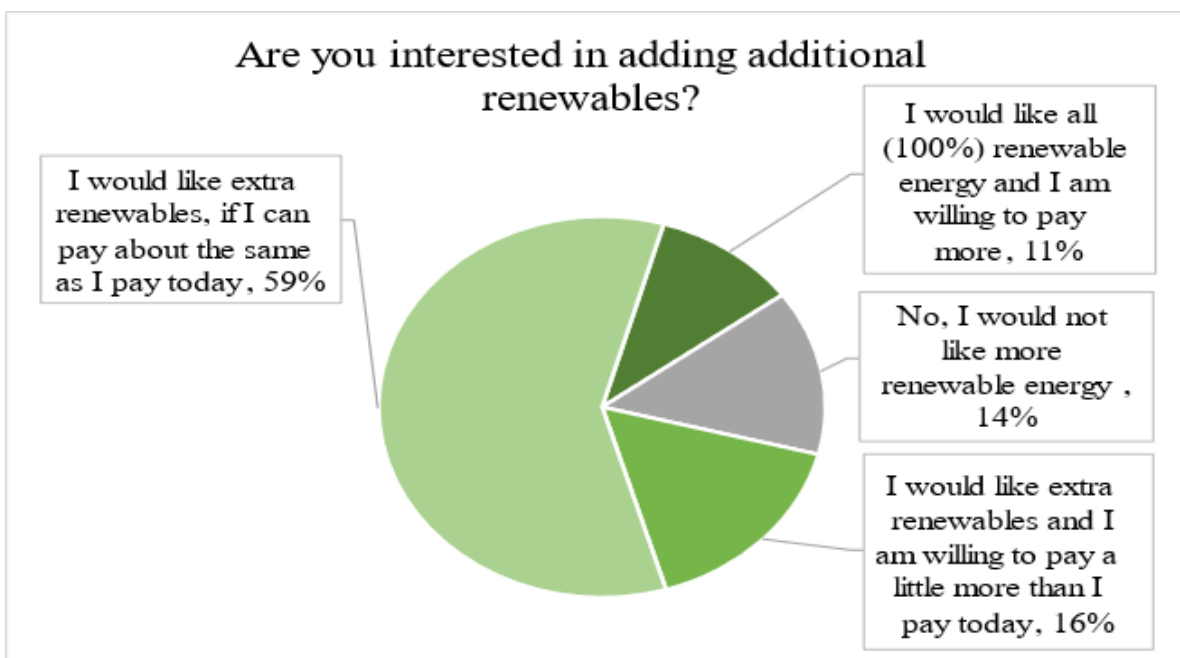
Before implementation, a review and approval process is required to ensure that the Plan satisfies all of the statutory requirements, including that the Plan provides universal access, reliability and equitable treatment for all classes of customers. The Amherst Plan was developed to demonstrate that the Amherst Community Power Program satisfies all the requirements necessary.

The process to develop the Plan, consistent with New Hampshire Revised Statutes Annotated (RSA) 53-E, is the following:

1. Creation of Community Power Aggregation Committee,
2. Creation of a Draft Plan with public hearings,
3. Approval of a Plan by Community Power Aggregation Committee,
4. Board of Selectmen adopts the Plan and votes to submit the Plan to Town Meeting,
5. Approval of the Plan at Town Meeting, and
6. Review and approval of the Plan by the Public Utilities Commission.<sup>1</sup>

To develop the Plan, the Town engaged the consulting team of Standard Power to assist the Committee in its work at no cost to the Town budget and no obligation to move forward with a program. This team provides complete Community Power services.

The Committee released a Community Survey to receive public input on an Amherst Community Power Plan. Details of how the survey was widely shared with the community can be found in **Exhibit I**. Results of the survey and implications for the Plan are attached as **Exhibit IV**.



Amherst Community Survey 2023. Full results in **Exhibit IV**.

<sup>1</sup> Alternatively, the Plan may be submitted to the PUC for review before Town Meeting.

### **III. Customer Participation**

#### **III.a. Applicable classes of customers**

The Community Power Program will be available for the residential, commercial and industrial classes (Applicable Classes) of electricity customers as defined by the Town's electric distribution utilities, Eversource.

See Eversource: <https://www.eversource.com/content/nh/residential/my-account/billing-payments/about-your-bill/rates-tariffs>

#### **III.b. Universal access**

The Plan provides for universal access for all customers by guaranteeing that all customer classes will be included in the Program under equitable terms.

All retail electric customers will have access to the Program. All retail electric customers receiving Default Service supply from the electric distribution utilities will be eligible for automatic enrollment in the Program (Eligible Customers), and they will be automatically enrolled in the Program unless they choose to opt out. All customers will have the right to opt-out of the Program at any time with no charge.

#### **III.c. Equitable treatment**

As required by the statute, there shall be equitable treatment of Applicable Classes within the Program.

The community power statute requires equitable treatment of all classes of customers subject to any differences arising from varying opportunities, tariffs, and arrangements between different electric distribution utilities in their respective franchise territories. This does not mean that all classes of customers must be treated "equally," but rather that similarly situated classes of customers be treated "equitably."

Among applicable classes of customers, the Plan makes three distinctions.

First, the Program will distinguish among customer classes by soliciting separate pricing for each of the same customer classes the electric distribution utilities use for the distribution service.

Second, the Program will distinguish between customers receiving the program default product and customers that affirmatively choose an optional product. Customers selecting an optional product will be charged the price associated with that product.

Third, the Program will distinguish between customers that join the program through an automatic enrollment process (i.e. customers who do not choose to opt-out) and customers that affirmatively elect to join the program.

- Customers that join through an automatic enrollment process include a) the initial Eligible Customers at the start of the program and b) new Eligible Customers that move

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into the municipality after the program start-date. All initial Eligible Customers will receive the Program pricing<sup>2</sup> for their rate class. Among new Eligible Customers, the Program will distinguish between new residential and small commercial customers, who will receive the Program pricing, and all other commercial and industrial customers, who may receive pricing based on market prices at the time the customer joins the Program.

- Customers that affirmatively elect to join the program, include two types of customers: a) customers that were being served by a Competitive Supplier at the start of the Program but then later join the Program; and b) customers re-joining the Program after having previously opted out. Those customers that were being served by a Competitive Supplier at program initiation but who later join the Program will be treated the same as new Eligible Customers – residential and small commercial customers will receive the Program pricing and all other commercial and industrial customers may be offered a price based on the then-current market rates. All customers that join the Program after having previously opted out may be offered a price based on then-current market rates rather than the Program price. This distinction is designed to limit any incentive for frequent switching back and forth between the Program and Default Service of the electric distribution utility.

### **III.d. Reliability**

Reliability has both physical and financial components. The Program will address both through the Electricity Supply Agreement (ESA) with the Competitive Electric Power Supplier (Competitive Supplier), which shall be the Load Serving Entity. From a physical perspective, the ESA commits the Competitive Supplier to provide all-requirements power supply and to use proper standards of management and operations. All-requirements power supply includes all of the electrical energy, capacity, reserves, ancillary services, transmission and distribution losses, congestion management, and other such services or products necessary to provide firm power supply to Program participants, meet the state's Renewable Portfolio Standard and any other basic environmental and service standards established by the Public Utilities Commission and other applicable agencies and laws, and any additional renewable energy requirements of the default or optional products. The electric distribution utility will continue to remain responsible for delivery service, including the physical delivery of power to the customer, maintenance of the delivery system, and restoration of power in the event of an outage.

From a financial perspective, the ESA requires the Competitive Supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the utility supply rate). The ESA requires the Competitive Supplier to maintain insurance and the Request for Proposals for a Competitive Supplier will require that an investment-grade entity either execute or guarantee the ESA.

Accordingly, the Program satisfies the reliability requirement of the statute.

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<sup>2</sup> Program pricing is the price specified for the customer's rate class and product as set in the Electricity Supply Agreement

## IV. Organizational Structure

### IV.a. Roles

***Community Power Aggregation Committee (Committee):*** The Town's Board of Selectmen voted to establish the Energy Committee on June 26, 2023 and designated the Committee as the town's energy aggregation committee under RSA 53-E. The Committee will develop a draft plan, hold public hearings on the plan to solicit public input, revise the draft plan based on that input, and ultimately submit an approved Plan to the Board of Selectmen. See **Exhibit I** for detail on the public input process.

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

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

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

***Competitive Supplier:*** The Competitive Supplier will provide power for the Program, provide customer support including staffing a toll-free number for customer questions, and fulfill other responsibilities as detailed in the Electricity Services Agreement (ESA). The Competitive Supplier shall be required to enter into an individual ESA with the Town under terms deemed reasonable and appropriate for the retail electric customers by the Board of Selectmen

***Buying Group:*** The Town may elect to join with other municipal aggregators in combining its load for purposes of soliciting bids from Competitive Suppliers. The purpose of the Buying Group is to allow municipal aggregators to capture the benefits of collective purchasing power while retaining full municipal autonomy. The Town shall be represented by the designee of the Board of Selectmen, on the executive committee of the Buying Group. The Town, through its designee as authorized by the Board of Selectmen, shall select a Competitive Supplier based on the needs of the Town and shall not be required to select the same terms or Competitive Supplier as other members of the Buying Group.

***Retail electric customers:*** Retail electric customers shall include all electricity customers taking distribution service of electricity located within the geographic boundaries of the Town of Amherst.

## IV.b. Data Security

Pursuant to RSA 363:38 and PUC 2004.19, the Program, as an aggregator, is required to protect individual customer data that it may receive as part of Program implementation. See **Exhibit III** for the data protection plan to be used by the Program.

## V. Electricity Supply Product Options

### V.a. Default and Optional Electricity Supply Products

The Program intends to offer electricity supply products as described below. Any retail electricity customer that joins through an automatic enrollment process shall be enrolled into the Program's default product unless they affirmatively choose to enroll in any of the optional products.

All products will include the minimum amount of renewable energy as required by any applicable statutory requirements, such as the Renewable Portfolio Standard (RPS) required in the state of New Hampshire. In 2023 the RPS is 23.4%, with scheduled increases until 2025 when it reaches 25%. Some products will include additional renewable electricity above the RPS. All purchases of additional renewable electricity will be verified and certified through Renewable Energy Certificates (RECs), the instruments used to trade and track renewable energy generation. These additional RECs are intended to be sourced as locally as possible - see **Section V.b** for more information on sourcing additional RECs.

At launch, the Program expects to offer a default product and optional product choices as enabled below.

**Default Product:** The default product, referred to as Amherst Default, is expected to include additional renewable energy in an amount that is 5-10% greater than the state minimum RPS, with the exact amount to be determined after the receipt of bids from competitive suppliers. While the Amherst Default product cannot guarantee savings to customers in any given month, the product is intended to perform well and remain competitive compared to utility default service price.

**Optional Products:** The Program may offer two or more optional products:

- **Amherst 50%.** A product with substantial additional renewable energy, this product offers up to 50% renewable energy above the RPS.
- **Amherst 100%.** A product with maximum renewable energy impact, this product offers up to 100% renewable energy above the RPS.
- **Amherst Basic.** A product with no additional renewable energy over the state minimum RPS. This product offers the lowest price in the program.



Amherst reserves the right to adjust the amount of renewable energy to be included with its default and optional product, and the amounts will be the same for all customers choosing each product, respectively.

The Program notes that it cannot guarantee savings for any of its products compared to the utility Default Service rates. Utility Default Service rates may not be known for the entirety of any Program supply contract.

### Amherst Community Power Product Summary Table:

	Automatic Enrollment		
Amherst Basic	Amherst Default	Amherst 50%	Amherst 100%
Lowest Rate	Competitive Rate	Small Increase	Market Rate
Meets state minimum requirements	Target 5-10% additional renewable energy	Targets 50% renewable energy	Target 100% renewable energy

*See written descriptions in Section V.a for more information.*

### V.b. Additional Renewable Energy Certificates

The additional RECs, above the amounts required by state law, will come from renewable energy sources that are part of our regional electricity grid, ISO-New England. This means the sources are located in New England or the energy is imported as allowed by ISO-New England from locations such as New York or eastern Canada. This stands in contrast to some electricity supplies that obtain RECs from national sources (e.g. Texas) in which the electricity is not part of our ISO-New England electricity grid.

In its procurement, as described in **Section VI.a**, Amherst seeks to support renewable energy generation located within Amherst or as close to Amherst in New Hampshire as possible. Amherst also seeks to support the growth of renewable energy, thereby displacing fossil fuels and reducing greenhouse gas (GHG) emissions. To meet these goals, all additional RECs, above those required by state law, are initially expected to be New Hampshire Class I eligible RECs as described below.

The Amherst Community Power Program may purchase a portion of the RECs from renewable energy generators and include these RECs in a renewable energy product. If RECs are obtained through the Competitive Supplier, any charge for these RECs would be included in the same rate submitted to the electric distribution utility.

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## V.c. NH Class I Renewable Energy

New Hampshire Class I renewable energy is known as “new renewable energy”. The State requires all electricity supplies to include a minimum quantity of Class I renewable energy, and that amount currently is scheduled to increase annually until 2025 to max out at 25%. This increasing requirement, along with similar requirements in other New England states, has been a major driver of the growth of renewable energy in our region. If the Program voluntarily purchases additional Class I renewable energy at significant scale, Amherst will augment this growth even further.

Class I renewable energy can come from wind, solar, small hydroelectric, biomass, methane, as well as hydrogen and ocean thermal, tidal or wave energy. All Class I renewable energy must have started operation after January 1, 2006 and must be physically delivered to our regional electricity grid, which means it can come from New England, New York or eastern Canada.

- Additional detail on NH Class I renewable energy, as well as the other classifications of renewable energy covered by the New Hampshire Renewable Portfolio Standard, may be found at [https://www.puc.nh.gov/Sustainable%20Energy/Renewable Portfolio Standard Program.htm](https://www.puc.nh.gov/Sustainable%20Energy/Renewable_Portfolio_Standard_Program.htm)
- Additional detail on EPA’s Green Power definition can be found at <https://www.epa.gov/greenpower/what-green-power>.

## VI. Operation

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

Following all required approvals of the Plan, the key operational steps will be:

- a. Issue a Request for Proposals (RFP) for power supply, select a Competitive Supplier, and provide notice to the distribution utilities
- b. Implement a public information program, including Customer Notification Letters
- c. Enroll customers and provide service, including quarterly notifications and annual reporting
- d. Plan for program evolution

These steps are described in the sections below.

### VI.a. Issue a Request for Proposals for power supply, select a competitive supplier, and provide notice

Amherst, under direction of the Board of Selectmen or its designee and acting through its Community Power Consultant, will solicit bids from leading competitive suppliers, including those currently supplying community power programs in New England and other states. In seeking bids from competitive suppliers, Amherst may solicit bids for its load individually or as

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part of a Buying Group with other municipal aggregators. The RFP will require that the supplier satisfy key threshold criteria, including:

- Registration with the New Hampshire Public Utilities Commission (NHPUC)
- Strong financial background
- Experience serving the New England competitive market or community power programs (also known as municipal aggregations) in other states
- Demonstrated ability, supported by references, to provide strong customer service
- Demonstrated ability to use Electronic Data Interchange (EDI) for enrollment of customers with the electric distribution utilities or a plan to successfully complete testing required to use the electric distribution utilities' EDI prior to the mailing of the Customer Notification Letters.

In addition, suppliers will be required to agree to the substantive terms and conditions of the ESA, including, for example, the requirement to:

- Provide all-requirements power supply at a fixed price
- Allow customers to exit the program at any time on their next regular meter read with no charge
- Agree to specified customer service standards
- Comply with all requirements of the NHPUC and the electric distribution utilities

The RFP will include data on Eligible Customer load and other characteristics provided to the Town by the electric distribution utilities pursuant to PUC 2204.02.

Price bids will be solicited from suppliers that meet the threshold criteria and agree to the terms and conditions of the ESA. The solicitation will request bids for a variety of term lengths (e.g. 12, 24, 36 or 48 months) and for power from different sources. The Board of Selectmen or their designee(s), in consultation with the Community Power Consultant, will determine the appropriate level of renewable energy to be included with the default product and the optional products based upon their assessment of market conditions and what would be in the best interest of retail electric customers at the time of the solicitation. As noted in **Section V.a.**, all claims of renewable energy use will be substantiated by the supplier obtaining and retiring the appropriate quantity of RECs. Bidders will be required to identify the technology, vintage, and location of the renewable energy generators that are the sources of the RECs. Bidders will also be required to supply RECs that have been created and recorded in the New England Power Pool Generation Information System. The Town may seek RECs from a variety of renewable energy sources; may elect to procure from those sources RECs, power or both; and will choose the best combination of environmental benefits and price.

Prior to delivery of the bids, the Board of Selectmen shall set parameters for accepting a bid, including the price, term and characteristics that are appropriate for its constituents. The Board of Selectmen shall provide authorization to a designee(s) to select a bid and enter into an ESA based upon those parameters.

The Town may conduct an individual solicitation or participate in a solicitation with a Buying Group. Participation in the Buying Group shall not require Amherst to select the same price, terms or supplier as other members of the Buying Group. The Community Power Consultant shall advise the Town in evaluating bids received. If a bid is satisfactory, the Town shall execute an Electric Service Agreement (ESA) with the selected supplier(s). The Town reserves the right to select supplier(s) per customer class (as distinguished in **Section III.c.** to ensure equitable treatment). If none of the bids is satisfactory, the Town will reject all bids and repeat the solicitation for bids as often as needed until market conditions yield a bid that is acceptable.

The Town may provide customers with renewable energy generation source information through a variety of vehicles including the program webpage, content disclosure labels and the Customer Notification Letters.

The Town will provide written notice of its acceptance of a bid and the Program's date of commencement of service to the Public Utilities Commission, the Office of Consumer Advocate, the Department of Energy as required by PUC 2204.04.

The Program will utilize consolidated billing such that the participating customers receive a single bill from the electric distribution utility that includes the charges for the Program's electricity supply and all other charges from the electric distribution utility. The Program will confirm this choice of billing service by notifying the electric distribution utilities prior to the enrollment of customers, including providing any applicable Product details required pursuant to PUC 2205.16.

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

An Education and Outreach Plan is required to fully inform and educate potential customers and participants in advance of automatic enrollment in the Community Power Program. Customers, including customers with limited English language proficiency and disabilities, must be informed that they would be automatically enrolled in the Program and that they would have the right to opt-out of the Program without penalty. The purpose of the Education and Outreach Plan is to raise awareness and provide retail electric customers with information concerning their opportunities, options and rights for participation in the Program. To facilitate the Education and Outreach Plan, the Program will utilize contact information for retail electric customers provided by the electric distribution utilities pursuant to PUC 2004.03.

The Education and Outreach Plan will be developed and implemented by the Consultant, acting under the oversight of the Board of Selectmen, or its designee. Funding for the Plan, as with other administrative costs, is to be supplied by a fee paid from the Competitive Supplier(s) to the Consultant, as specified in the ESA (see **Section VII** below).

The Education and Outreach Plan (**See Exhibit II**) consists of four components:

- i. Initial Outreach and Education:** This will be conducted after the selection of a Competitive Supplier and prior to arrival of the Customer Notification Letters. It is

intended to promote general awareness of the upcoming program, minimize any questions generated by the arrival of the Customer Notification Letters and maximize recipients' ability to make an informed choice about their participation in the Program. This effort will include information about the goals of the Program, the basic terms and conditions including renewable energy components, and the opt-out process. This effort will also include posting of the Program's product information for residential and small commercial customers on the Department of Energy's shopping comparison website. Such information will be posted on the website in advance of mailing the Customer Notification Letters.

**ii. Customer Notification Letters:** In addition to the initial outreach and education initiatives, a notice (Customer Notification Letter) will be mailed to every retail electric customer. The Program will have two versions of this letter, one for eligible customers and one for other customers.

The Customer Notification Letter for Eligible Customers will contain a description of the aggregation Program; the implications to the Town; the rights and responsibilities that the participants have under the Program; all details, including all rates, on the products offered by the Program; explain that the customer will be automatically enrolled in the default product unless they choose otherwise and identify the deadline to make such a choice; have instructions for how to not participate (opt out) via web, phone or a pre-addressed envelope and opt-out card included with the letter; and instruction for how to enroll in an optional Program product. The opt-out period will last a minimum of 30 days from the date of mailing of the Customer Notification Letters.

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

Prior to the mailing of the Customer Notification Letters, the Program will confirm with the Competitive Supplier and the electric distribution utilities that the Competitive Supplier is able to use Electronic Data Interchange (EDI) for enrollment of Default Service customers into the Program.

**iii. Opt-Out Period Education & Outreach:** After the Customer Notification Letters have been sent, the Town will continue its education and outreach to afford residents and businesses the opportunity to learn more and find answers to key questions relating to their decision to opt out or enroll in one of the optional products of the program. This will include, at a minimum, a public information meeting within 15 days of the mailing of the Customer Notification Letters.

**v. Ongoing Outreach & Education:**

- Communicating program goals and performance, particularly as they relate to progress towards the Town's short- and long- term goals for renewable energy.
- On-going campaigns to recruit participation into its optional product(s) that contain more renewable energy than required by law (Opt up campaigns).

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Increasing participation in these products will serve the Town's goals to expand new renewable energy and increase overall renewable energy use; AND

- Promotion and support of the NHSaves energy efficiency program, and future energy efficiency and weatherization programs

The attached Education and Outreach Plan (**Exhibit II**) describes in detail the Town's anticipated outreach efforts, including a timeline.

### **VI.c. Enroll customers and provide service**

**i. Enroll Customers:** After the conclusion of the opt-out period (i.e. no sooner than 37 days from the date of the postmark of the Customer Notification Letters, which include three days for mailing, 30 days for customer consideration, and 3 days for returning the reply card), the Competitive Supplier will enroll into the Program all retail electric customers on Default Service with the electric distribution utilities who did not opt out, and any other retail electric customers that have affirmatively requested in writing or through email to be enrolled in the Program. All enrollments and other transactions between the Competitive Supplier and the electric distribution utilities will be conducted in compliance with the relevant provisions of New Hampshire Public Utilities Commission regulations, Terms and Conditions for Competitive Suppliers, and the protocols of the New Hampshire Electronic Business Transaction (EBT) standards.

After enrollment of each customer, the Program may receive applicable customer billing information from the electric distribution utilities pursuant to PUC 2205.13.

**ii. Provide Service:** Once customers are enrolled, the Program will provide all-requirements power supply service. The Program will also provide ongoing customer service, maintain the Program web site, and process customer enrollments, ongoing opt outs, and customer selections of optional products. The Program will provide Energy Source Disclosure labels to participants as required by RSA 378:49.

Prior to the expiration of the initial ESA, the Town intends to solicit a new power supply agreement, as described in **Section IX. Method of Terminating and Entering Agreements with Other Entities**. If the Town elects not to enter into a new power supply agreement, participating customers would return to Default Service as described in **Section XIII. Extensions or Termination of Program**.

Retail electric customers that apply for new service with the electric distribution utilities (e.g. new customers that move into the Town or move within the Town), will initially be enrolled in Default Service supply provided by the appropriate electric distribution utility. The Program will mail such customers a Customer Notification Letter for Eligible Customers per **Section VI.b.ii** and enroll such customers that do not opt-out per **Section IV.c.i**. New customers also may proactively enroll by contacting the Program directly.

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

**iii. Annual Report:** On an annual basis, there will be a report to the Board of Selectmen on the status of the Community Power Program, including the number of customers enrolled and opting-out, kilowatt-hour usage, customer savings, participation in renewable energy products, and such other information as the Town may request. The information for this report will be prepared by the Community Power Consultant, and the Community Power Consultant will assist or lead in presenting to the Board of Selectmen as desired by the Town.

**iv. Data Portal:** The Community Power Consultant will make available to the Board of Selectmen and its designee(s) a secure, password-protected cloud-based data portal that provides the ability to run reports on key program metrics and performance.

#### **VI.d. Plan for program evolution**

The Town seeks to continually improve the Program and progress towards its long-term goals. To this end, the Community Power Consultant and Amherst will regularly assess new opportunities such as technologies, services, regulatory policy changes, and more for their applicability to the program. Community Power Consultant will develop appropriate strategies to integrate these opportunities into the Program. Community Power Consultant will support the Town or its designee to present new opportunities to the Board of Selectmen for their consideration and approval if amendments to the Plan are needed.

### **VII. Funding**

All of the costs of the Program will be funded through the ESA.

The primary cost will be the charges of the Competitive Supplier for the power supply. These charges will be established through the competitive solicitation for a supplier.

The administrative costs of the Program will be funded through a per kilowatt-hour implementation fee that will be paid by the Competitive Supplier to the Community Power Consultant, as specified in the ESA. This implementation fee will cover the services of the Community Power Consultant, including developing the Community Power Plan, managing the supply procurement, developing and implementing the public education plan, providing customer support, interacting with the electric distribution utilities, monitoring the supply contract, and providing ongoing reports.

### **VIII. Rate Setting and Other Costs to Participants**

The Program is offered on an opt-out basis, such that Eligible Customers will be automatically enrolled unless they proactively choose to opt out.

As described above, the power supply charges of the Program will be set through a competitive bidding process and will include the implementation fee and applicable taxes pursuant to the ESA. Prices, terms, and conditions may differ among customer classes, which classes will be the

same as the Default Service customer classes of the electric distribution utilities. The frequency of price changes will be determined through the competitive bid process. The Town expects to solicit bids for a number of different contract terms. Prices may change as specified in the winning bid and customers will be notified of price changes through media releases and postings on the Community Power Program page on the Town website.

Regulatory events, such as new or altered requirements for the Renewable Portfolio Standard, or new taxes may result in a direct, material increase in costs during the term of the ESA. In such cases, the Town and the Competitive Supplier will negotiate a potential change in the program price. At least 30 days prior to the implementation of any such change, the Town will notify customers of the change in price by issuing a media release and posting a notice in Town offices and on the program website. The Town shall also notify the NHPUC Consumer Services and External Affairs Division prior to implementation of any change in the Program price related to a regulatory event or new taxes. Such notice shall be provided prior to notifying customers and will include copies of all media releases, postings on the Town and Program websites and any other communications the Town intends to provide to customers regarding the price change.

The Program affects only the electricity supply charges of the customers. Delivery charges will be unchanged and will continue to be charged by the electric distribution utilities in accordance with tariffs approved by the NHPUC.

Participants in the Program will receive one bill from their electric distribution utility that includes both the power supply charge of the Competitive Supplier and the delivery charge of the electric distribution utility. Any applicable taxes will be billed as part of the Program's power supply charge.

Participants in the Program will be able to opt-out of the Program and transfer to Default Service with the electric distribution utility or to another Competitive Supplier. Such requests submitted to the Program will be submitted by the Competitive Supplier to the electric distribution utility for processing on the customer's next available regular meter read date. There shall be no penalty or exit fee for such transfer. Customers requesting transfer of supply service upon dates other than on the next available regular meter reading date may be charged an off-cycle meter reading and billing charge if such a service is available from the electric distribution utility.

## **IX. Method of Entering and Terminating Agreements with Other Entities**

The process for entering, modifying, enforcing, and terminating all agreements associated with the Plan will comply with the municipal charter, federal and state law and rules and regulations, and the provisions of the relevant agreement.

The Town plans to use the same process described in **Section VI.a.** of this Plan to solicit bids and enter into any subsequent ESAs with the assistance of its then-current Community Power Consultant. Customers will be notified of subsequent ESAs through press releases and public notices. The transfer of customers from the existing supplier to the new supplier will be coordinated with the electric distribution utilities using established Electronic Data Interchange



(EDI) protocols.

If the Town determines that it requires the services of a Community Power Consultant after expiration of the existing agreement with Standard Power, it will evaluate opportunities to solicit a Community Power Consultant individually or as part of a group of municipalities aggregating the electric load of their respective customers. The Town will solicit proposals for, and evaluate, potential Community Power Consultants using a competitive procurement process or alternative procedure which the Town determines to be in the best interest of its customers and consistent with all applicable local, state, and federal laws and regulations.

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

All participants will have the right to opt out of the Program. Participants' exit from the program will be subject to reasonable notice to the distribution utility and may only occur after the next meter read, consistent with PUC 2204.05(g). They may exercise this right by any of the following: 1) calling the toll-free number of the Competitive Supplier; 2) contacting their electric distribution utility and asking to be returned to Default Service; or 3) enrolling with another competitive supplier.

All participants will have available to them the customer protection provisions of the law and regulations of New Hampshire, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the Town, the Community Power Consultant, the Competitive Supplier, their electric distribution utility and the NHPUC. As appropriate, the Town and the Community Power Consultant will direct customer complaints to the Competitive Supplier, the electric distribution utility or the NHPUC.

Participants will continue to be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations. Participants are responsible for requesting any exemption from the collection of any applicable taxes and must provide appropriate documentation of such exemption to the Competitive Supplier.

## **XI. Net Metering Compensation**

In accordance with RSA 362-A:9, II, the Program may determine the terms and conditions for net metering. In order to support the development of distributed energy resources within Amherst, the Program will seek to offer net metering terms and conditions - for standard, alternative and group net metering - equal to or better than that provided on Default Service. To this end, the Program will evaluate the net metering terms and conditions offered by competitive suppliers as part of the procurement and bid selection process.

To ensure net metering customers can make a fully informed decision on their participation in the Program, the Program will tailor all education and outreach materials to clearly communicate any and all differences between the net metering value and operation provided by the Program and Default Service.

Additionally, the Program will evaluate how any proposed or implemented changes to utility metering or billing infrastructure may create new opportunities to enhance the net metering

benefits.

## **XII. Electric Assistance Program and Other Discounts**

The New Hampshire Electric Assistance Program (EAP) provides qualifying customers with a discount on their monthly electric bill. The New Hampshire Legislature authorized funding for this statewide program as part of electric utility deregulation. All electric utility ratepayers support the statewide EAP through the System Benefits Charge (SBC) portion of their electric bill.

The EAP for income-eligible customers that may qualify for a discount off their monthly electric bill would continue for participants in the Program. The level of discount depends on household income, household size and electricity usage.

The EAP discount does apply to the Supplier Services portion of an electric bill when a customer chooses an independent supplier for their electricity needs. The participants in the Program who are enrolled in the EAP will receive their discounts by the same method they presently receive their discount. Participation in the Program is independent of enrollment in the EAP and does not impact the EAP discount.

Other discount programs administered by Community Action Programs that address the needs of low-income residents would continue for participants in the Program.

## **XIII. Extensions or Termination of Program**

Prior to the end of the term of the initial ESA, the Town will solicit bids for a new supply agreement and plans to continue the program with the same or new competitive supplier.

Although the Town is not contemplating a termination date, the program could be terminated upon the termination or expiration of the ESA without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Town to dissolve the program effective on the end date of the existing ESA. In the event of termination, customers would return to the Default Service of their electric distribution utility, unless they choose an alternative competitive supplier. The Town will notify customers of a planned termination of the program through media releases and postings on the Program page of the Town's website.

The Town will notify the electric distribution utilities of the planned termination or extension of the Program in writing. In particular, the Town will provide the electric distribution utilities notice: (1) 90 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the ESA; and (3) four business-days after the successful negotiation of a new electric service agreement. The Town will also provide written notice to the Public Utility Commission 90 days prior to a planned termination, which notice shall include copies of all media releases, Town offices and website postings and other communications the Town intends to provide customers regarding the termination of the Program and the return of participants to Default Service. The Town will also provide written notice 90 days prior to a planned termination to the Office of the Consumer Advocate and the New Hampshire Department of Energy.

In the event of unplanned termination of the Program because that the Program can no longer provide service to its customers, the Program shall provide immediate written notice to the Public Utilities Commission describing the market suspension or other event that caused the Program to no longer be able to provide service, the effective time of the inability to provide service, and the notice provided to customers of the timing and consequences of the cessation of the Program's service. The Program shall file a copy of such notice at the same time to the office of the Office of the Consumer Advocate, the Department of Energy, and the electric distribution utilities.

In the event of the termination of the Program, it is the responsibility and requirement of the Competitive Supplier to return the customers to Default Service of the electric distribution utilities in accordance with the then applicable EDI rules and procedures.

#### **XIV. Aggregating Municipalities & Buying Group**

Participating in a buying group may offer the potential for the Town to expand its buying power for greater economies of scale and to support the Town's goal of acting as a regional leader, supporting other municipalities to access the benefits for Community Power. Amherst will evaluate opportunities for such a buying group before issuing a bid for competitive supply. See **Section VI.a. Issue an RFP for Power Supply and Select a Competitive Supplier** for details on the implementation of a buying group.

Additionally, the Town reserves its right, in accordance with RSA 53-E:6, I, to join with other municipalities or counties for its Community Power Plan and implementing its Community Power program. Any changes to the Community Power Plan must be reviewed and approved by the Board of Selectmen.

#### **XV. Promoting Energy Efficiency**

The program enables cost-competitive and cleaner electricity and can also help reduce energy use. This will initially take the form of cross-promoting awareness of efficiency programs through the Program's education and outreach. The Program will also evaluate opportunities for more direct support of energy efficiency.

Promotional education will focus on existing energy efficiency and conservation programs, such as New Hampshire's Weatherization Assistance Program for low-income households and the New Hampshire Saves (NHSaves) program, which provides customers with information, incentives and support designed to save energy, reduce costs, and protect our environment statewide.

If and when additional energy efficiency and conservation programs or initiatives become available, the Program will evaluate how to incorporate them into its promotional outreach and education.

## XVI. Planned Schedule

The planned schedule below is presented for illustrative purposes. The final schedule will be established once the Program has received approval at the town meeting, and all other necessary approvals. The schedule will ensure compliance with all required notification timelines prior to Program commencement.

Day	Action or Event
1	Issue RFP for Competitive Supplier
31	ESA executed between Town and Competitive Supplier. Provide required notifications to NHPUC, Department of Energy, Office of the Consumer Advocate, and the electric distribution utilities
34	Competitive Supplier receives retail electric customer mailing data from the Program
48	Competitive Supplier, at its expense, mails Customer Notification Letters to all retail electric customers, including identifying the return date by which the reply card envelopes for Eligible Customers must be mailed and postmarked
51	Retail electric customers receive Customer Notification Letter in the mail
81	Return date by which Eligible Customers deciding to opt-out must mail a reply card in a pre-paid envelope to the Competitive Supplier
85	Competitive Supplier removes all Eligible Customers who opt out from the Eligible Customer list
85	Competitive Supplier sends "supplier enrolls customer" EDI for all Eligible Customers that did not opt-out and any other customers that affirmatively elected to opt-in to the Program
90	Service begins as of each customer's next meter read date

## XVII. Conclusion

Amherst's Community Power Program will meet all of the requirements of the Community Power law, including providing universal access, a reliable power supply and treating all customer classes equitably. The Town looks forward to launching the Program and pursuing the benefits of a competitive power supply, renewable energy, and electricity choice for its retail electric customers.