Town of Wilton

COMMUNITY POWER (ELECTRIC AGGREGATION) PLAN

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I. Wilton Community Power Overview

The Town of Wilton will develop and implement its Community Power Program ("Program") as described in this Community Power (Municipal Aggregation) Plan ("Plan") developed with public input by the Community Power Aggregation Committee ("Committee" or "CPAC").

I.a. Introduction

Community Power creates new electricity supply choices for Wilton 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 Eversource's electricity supply, Wilton 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 Wilton.

This Plan is intended to guide the implementation of the Town 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 Town community.

I.b. Mission Statement

The purpose of this effort is to consider new municipal power aggregation opportunities provided for New Hampshire communities by recently passed state legislation. The mission of the Committee is to take steps to save money and/or to advance sustainability goals for Wilton residents and small businesses as individuals and together as a community. As a collective group, residents and small businesses will be able to leverage their aggregated buying power for desirable rates and greater control over the ultimate source of their electricity supply.

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**.

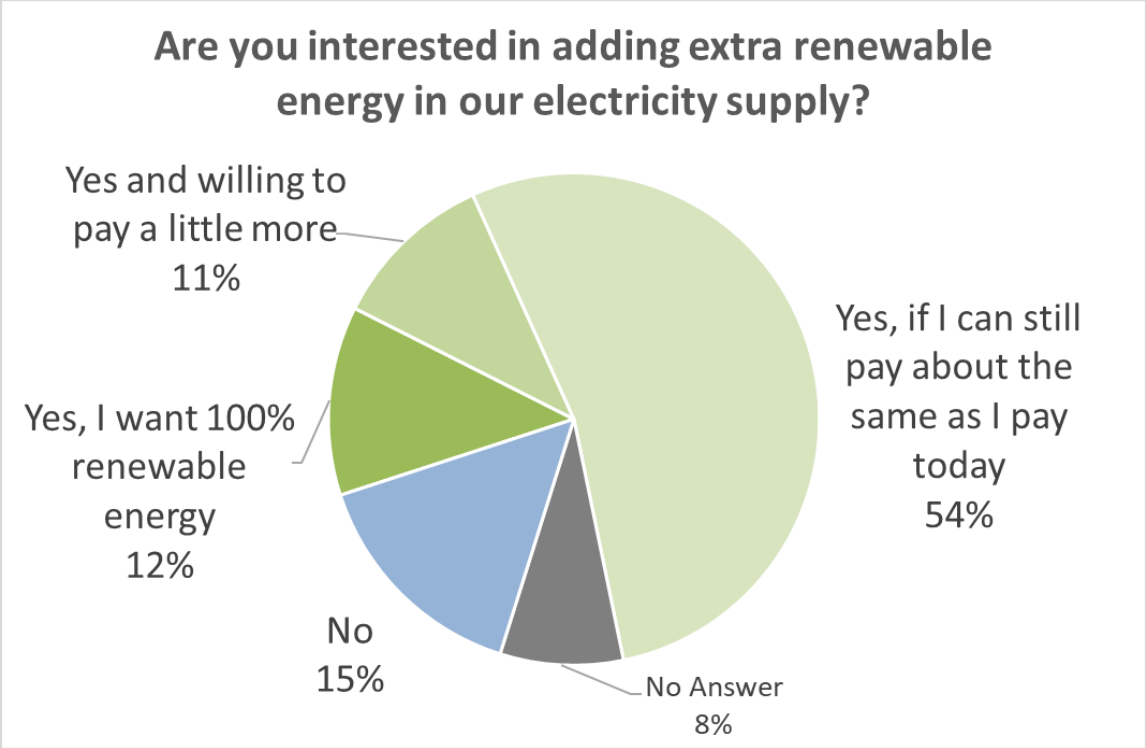
Before implementation, a review and approval process will ensure that the Plan satisfies all of the statutory requirements, including that the Plan provides universal access, reliability and

equitable treatment for all classes of customers. This Plan was developed to demonstrate that the Wilton 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. Select Board 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.[1]

To develop the Plan, the Town engaged the consulting team of Standard Power and Good Energy 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 is providing complete Community Power services.



Wilton Community Survey 2022. Full results in Appendix III.

The Committee released a Community Survey to receive public input on a Community Power Plan. Details of how the survey was widely shared with the community can be found in **Appendix I**. The survey received an excellent response, with 185 respondents from a wide cross section of the community. Results and implications for the Plan are attached as **Appendix III**.

[1] 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 of electricity customers as defined by the Town's electric distribution company, Eversource ("Applicable Classes"). See Eversource for current classes: 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 utility 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.

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

III.c. Equitable treatment

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 utility uses for the distribution service.

Second, the Program will distinguish between customers receiving the 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

into the municipality after the program start-date. All initial Eligible Customers will receive the Program pricing for their rate class. Among new 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 include two types of customers: a) customers that were being served by a Competitive Supplier 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 standard contract 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 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.

IV. Organizational Structure

IV. Roles

Community Power Aggregation Committee (Committee or CPAC): The Town's Select Board voted to establish the Committee on November 1st, 2021. 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 Select Board. See **Exhibit I** for detail on the public input process.

Select Board: As the Town's governing body, the Select Board may submit the Plan to Town Meeting. Should the Plan be approved at Town Meeting, becoming the Wilton Community Power Program, the Select Board will be responsible for making decisions and overseeing the administration of the Program with the assistance of the Community Power Consultant. The Select Board 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 Select Board or their designee. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with the electric distribution utility and monitoring the supply contract. The Committee is working with the consulting team of Standard Power and Good Energy 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 Select Board.

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 Select Board, on the executive committee of the Buying Group. The Town, through its designee as authorized by the Select Board, 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 electric customers taking distribution service of electricity located within the geographic boundaries of the Town of Wilton.

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 IV

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 electric 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 2021 the RPS was 21.6%, with scheduled increases until 2025 when it reaches 25% and plateaus. 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:

***Default Product**:* The default product, referred to as Wilton 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 Wilton 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:

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

The Town 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.

Wilton Community Power Product Summary Table:

		Default Rate		
Name	**Wilton Basic**	**Wilton Default**	**Wilton 50%**	**Wilton 100%**
Description	Optional Rate lowest cost	Automatic enrollment	Optional Rates with additional renewable energy	
Goals	No increase in renewable energy above the state minimum requirements (lowest rate)	Additional renewable energy above the state minimum, with a target of 5-10% additional renewable energy (competitive rate)	Significant increase in renewable energy, with a target of 50% additional renewable energy	Largest increase in renewable energy, with a target of 100% additional renewable energy

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

V.b. Additional RECs

The additional RECs, above that required by state law, will come from renewable energy sources that are part of our ISO-New England electricity grid. 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, Wilton seeks to support renewable energy generation located within Wilton or as close to Wilton in New Hampshire as possible. Wilton 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.

The Town intends to 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.

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, Wilton 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
- 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 utility.

Following adoption of the Plan at Town Meeting, the key operational steps will be:

a. Issue a Request for Proposals (RFP) for power supply, select a Competitive Supplier, and provide notice
b. Implement a public information program, including a Customer Notification Letter
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 an RFP for power supply, select a competitive supplier, and provide notice

The Town, under direction of the Select Board 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, the Town may solicit bids for its load individually or as 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 utility or a plan to successfully complete testing required to use the electric distribution utility's 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 with no charge
- Agree to specified customer service standards
- Comply with all requirements of the NHPUC and the electric distribution utility

The RFP will include data on Eligible Customer load and other characteristics provided to the Town by the electric distribution utility 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 Select Board 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 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 Select Board shall set parameters for accepting a bid, including the price, term and characteristics that are appropriate for its constituents. The Select Board 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 the Town 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 web site, content disclosure labels and the Customer Notification Documents.

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 utility of 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 Town will utilize contact information for retail electric customers provided to the Town by the electric distribution utility pursuant to Puc 2004.03.

The Education and Outreach Plan will be developed and implemented by the Consultant, acting under the oversight of the Select Board, 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 Documents. It is intended to promote general awareness of the upcoming program, minimize any questions generated by the arrival of the Customer Notification Documents 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 ensure the Competitive Supplier and the electric distribution utility that the Competitive Supplier is able to use EDI for enrollment of Default Service customers.

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 documents.

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"). 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 utility 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 utility 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 utility 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 XIII. 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 XV. Extensions or Termination of Program**.

Retail electric customers that apply for new service with the electric distribution utility (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 electric distribution utility. The Program will mail such customers a Customer Notification Letter for Eligible Customers per Section VI.b.2. New customers 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 Select Board 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 Select Board as desired by the Town.

iv. Data Portal: The Community Power Consultant will make available to the Select Board 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 Town 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 to present new opportunities to the Select Board 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 utility, 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 utility. 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 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 Hall 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 utility in accordance with tariffs approved by the NHPUC.

Participants in the Program will receive one bill from the 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 IV.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 utility 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 GE/SP, 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 at any time without charge. They may exercise this right by any of the following: 1) calling the toll-free number of the Competitive Supplier; 2) contacting the 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, the 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 Wilton, 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 the 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 the 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 utility of the planned termination or extension of the Program in writing. In particular, the Town will provide the electric distribution utility 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 Hall 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 utility.

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 utility 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. Wilton 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 Select Board.

XV. Promoting Energy Efficiency

In addition to supporting cost-competitive and cleaner electricity, the Town seeks to leverage the Community Power Program to 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 all necessary approvals, and will ensure compliance with the 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 utility
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

Wilton's Community Power Program meets 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.

Exhibit I - Historical Overview

1. Creation of Community Power Aggregation Committee

The Committee was commissioned by the Select Board on November 1st, 2021. Below is an excerpt from the minutes of the meeting (full minutes available at https://www.wiltonnh.gov/common/pages/DisplayFile.aspx?itemId=18135716):

> Selectman Williams said the last time we met we talked about the Community Power Aggregation. The first step is to put a committee together - the Community Power Committee. He'd like to ask this Board to vote tonight to appoint a Community Power Committee. He thinks Mr. Germain should take the leadership piece of that. The law said it shouldn't just be members of the Energy Committee; he will volunteer to be part of the Committee. If we're going to put this on the March warrant, we need to get started. Chairwoman Boissonnault asked for clarification. Selectman Williams said 70% of people under Eversource have default power which means that they don't bother to look for the best supplier, they just take whatever Eversource gives them. The Eversource rate is just under 9 cents/kilowatt. He feels we will see significant increases and its time to think about doing something different. Chairwoman Boissonnault would like the Committee to remember that if a person is receiving assistance for their utilities, that typically is not accepted by any other provider but Eversource. **Selectman Williams moved that we create a Community Power Aggregation Committee and move forward with the potential of putting this on the warrant next year. Selectman Fish seconded.** Chairwoman Boissonnault clarified that she wanted to encourage the residents to participate; this should be posted for them to join. **All were in favor; motion passed.**

The town created a web page for the new Committee and asked for volunteers from the public to serve as Committee members. Seven members were seated, and the Committee held their first meeting on December 29, 2021.

The Committee reviewed presentations by the main providers of Community Power services in New Hampshire and chose to work with the consulting team of Standard Power and Good Energy based on their experience with municipal aggregation in New Hampshire and across New England, and their ability to help the Committee present a Plan to the Wilton Community in time for a vote at March 2022 Town meeting.

2. Creation of a Draft Plan with public hearings

The Committee's goal is to develop a Plan that will offer Wilton residents and small businesses attractive choices for lowest cost and more renewable energy. They are aiming for full participation in the program, but customers can join, change options, or leave the program at any time, that's in the law. Other potential benefits of a Community Power program the Committee considered are increased consumer protections and more energy planning awareness and savings for the community in the face of volatile utility electricity prices and climate change.

An online community survey was released on the Town's website on January 8th, and advertised on posters and through social media. The survey was also published in the local newspaper (the Monadnock Ledger-Transcript) on January 11th and 13th. Paper copies were also made available at the Town Hall and Library. The deadline for survey responses was set for January 18th with the

possibility of extending the deadline if warranted.

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.

Public Hearing dates were set for January 24th at noon and 5:30 at Town offices, the latter during the regularly scheduled Select Board's meeting. The hearings were advertised widely along with the survey, through an email campaign to over 400 opt-in Wilton Community members, social media, posters, and a press release picked up in local newspaper articles in the Monadnock Ledger-Transcript (January 11th) and the Milford Cabinet (January 13th.)

Other public presentations included the local Lions Club organization on January 11th, 2022.

Draft Plan: Public Hearings & Comments
The draft Plan was posted on the Town website on January 19th, and was advertised through an email campaign, posters, and social media, along with a reminder to attend public hearings on January 24 at noon and 6pm at Town offices. The public hearing at 6pm was held at the beginning of the regular Selectboard meeting, and was televised for participants unable to attend in person. Recording of both hearings are available on the Town website. At each hearing a short presentation was followed by questions from the public and the Selectboard, and answers from Consultants, Committee members and Town Administration. Participants asked about a variety of program details. Concern was expressed for participants in the utility Electric Assistance Program, and the Consultants provided additional documentation from the utility program materials and tariff. The Committee agreed that the Plan was ready to move forward as drafted.

3. **Approval of Plan by Community Power Aggregation Committee**
The Committee met and voted to approve the Plan on February 11, 2022.

4. **Adoption of Plan by Select Board and Town Meeting**
The Selectboard approved the Community Power Aggregation Plan February 28th, 2022, excerpt below and full minutes available here: https://www.wiltonnh.gov/common/pages/DisplayFile.aspx?itemId=18393429.

- The Community Power Aggregation Committee did vote on the plan to go to the Voters at Town Meeting. The Partners recommended that the Select Board formally vote to adopt it. **Selectman Williams moved that we approve the Community Power Plan as written as a final plan. Selectman Fish seconded. All were in favor; motion passed.**

Town meeting was held March 10, 2022, and Warrant Article 22 was regarding approval of Wilton Community Power Aggregation Plan, full text here (https://cdn5-hosted.civiclive.com/UserFiles/Servers/Server_13599840/File/Government/2022%20Warrant.pdf). The Warrant article passed and the Plan was adopted. (All 2022 warrant articles other than Article 23 regarding becoming an SB2 Town were adopted, see: https://www.wiltonnh.gov/news/what_s_new/2022_town_meeting_results_)

Committee members attended Town Meeting to provide information and answer questions.

5. Revision of Plan

The Town amended the Plan in October 2022 to better address questions of data security and to incorporate appropriate references to the Public Utility Commission's newly approved Community Power rules (PUC 2200 Municipal and County Aggregation Rules). The Amended Plan was approved by the Select Board on October 24, 2022.

6. Submission of Final Plan to Public Utilities Commission

The Plan was submitted to the PUC and all required parties on October 27, 2022 and assigned Docket #22-071. The Commission approved the Wilton Community Power Aggregation Plan on December 22, 2022 in Order No. 26,753.

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.

Action	From estimated date Customer Notification Documents arrive in customer mailboxes	
	Days before	Days after
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 Milford Cabinet and the Monadnock Ledger-Transcript to disseminate accurate and timely information about the Program. As part of this targeted outreach to these papers, 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 Town Select Board meetings are broadcast. 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 may include: https://www.facebook.com/townofwilton/. The Town of Wilton also maintains an active Town email list.

Monitor various channels such as Facebook and Instagram for relevant conversations and questions about the Program. Draft responses to comments and questions and utilize social media as a critical tool in engaging with members of the community. These accounts may include: https://www.facebook.com/townofwilton/
https://www.facebook.com/wiltonlibrarynh/

https://www.facebook.com/groups/366530003518019/
https://www.facebook.com/wiltonmainstreetnh/groups.

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. Some of the Community-based groups identified to date which the Town may choose to work with include: [Inset local groups to connect with].

  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.

- *Selectboard Meetings:* Present or provide materials for the *Selectboard* 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 Libraries.

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: Wilton Community Survey 2022 Results

The Wilton Community Power Survey was made available on the Community Power page of the Town's website January 6, 2022, and was published in the Monadnock Ledger-Transcript on January 11 and 13. The Ledger-Transcript and the Milford Cabinet ran stories about the planning process and survey on January 11 and 13, respectively. 185 responses were received before the published deadline of January 18. Responses were compiled by the consulting team Standard Power and Good Energy, and are reported here, with implications for next steps for a Community Power Program.

Wilton Community Power Survey

This survey was created by the Town of Wilton to assess the needs and interests of the community to design our own Community Power program. Community Power allows towns to choose where their electricity comes from on behalf of residents and businesses with the goal of reducing electric bills and increasing independence and energy options. The survey should take about 10 minutes to complete and all responses are anonymous. You may complete the survey online at **www.surveymonkey.com/r/WiltonCP**

*** 1. Is your HOME or BUSINESS located in Wilton? If both, please complete the survey as a resident first, then complete a separate survey for your business.**

☐ Home ☐ Business

Electricity Supply

Eversource is our electric utility, providing emergency services, poles and wires and billing services. This will not change with Community Power. Eversource also provides default electricity supply for most of our community members. This will change with Community Power, but you will always have the choice to stay with Eversource supply.

***2. Who is your electricity supplier? Check your electric bill to see who is your electricity supplier.**

☐ Eversource ☐ I don't know ☐ Other /third party supplier

***3. Why did you stay with Eversouce? Select all that apply.**

☐ I didn't know I had a choice
☐ I see no need to switch
☐ I tried, but I could not find good rates
☐ Other _____

***4. Why did you choose a supplier other than Eversource? Select all that apply.**

☐ More renewable content
☐ Better rate
☐ Other _____

***5. Do you have solar panels?** ☐ Yes ☐ No

Return the completed survey to

Wilton Town Offices
Attention: Community Power
42 Main Street
P.O. Box 83,
Wilton, NH 03086

***6. Wilton is considering Community Power due to volatile and increasing electric costs. What would you want the Community Power program to bring to our community? Check all that apply:**

☐ Local control of electricity costs
☐ Lower energy bills
☐ Increased renewable energy, including local sources
☐ Consumer protections
☐ Local jobs
☐ Increased knowledge about energy & how to reduce costs
☐ Other _____

***7. Are you interested in adding extra renewable energy in our electricity supply?**

☐ I would like extra renewable energy, if I can still pay about the same I pay today;
☐ I would like extra renewable energy and I am willing to pay a little more than I pay today;
☐ I would like all (100%) renewable energy and I am willing to pay more;
☐ No, I would not like more renewable energy.

***8. We will provide updates about this program. How would you like to be updated on the program? Check all that apply.**

☐ Mail
☐ Email: _____
☐ Town website / Facebook
☐ Ledger-Transcript, Milford Cabinet, Shopper
☐ Other: _____

Scan the QR code with the camera of your mobile phone to go directly to the online survey.

Energy Efficiency

Community Power programs can reduce energy costs and emissions. Another really important way to achieve those benefits is energy efficiency.

***9. Have you implemented any of the following energy efficiency steps at your home or business (check all that apply):**

☐ Performed an energy audit
☐ Improve insulation
☐ Purchase energy efficient appliances
☐ Install LED light bulbs
☐ Install energy efficient windows
☐ Install a programmable thermostat
☐ Other: _____
☐ None of the above

Tell Us About Yourself

To help us ensure a diversity of perspectives that reflects our entire community, please provide the following information. All responses are anonymous.

10. Do you ☐ Own? ☐ Rent?

11. Which best matches your age?

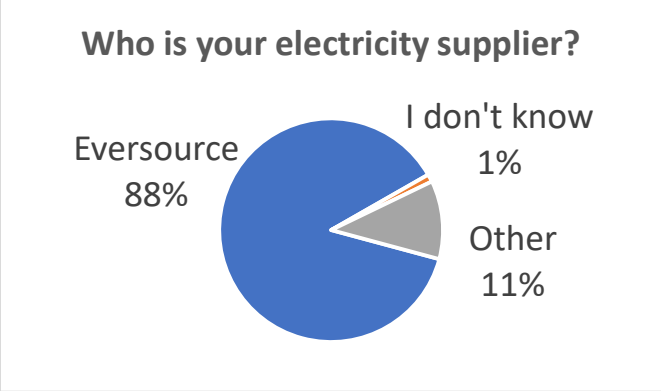
☐ Under 18
☐ 18-40
☐ 41-65
☐ 66+

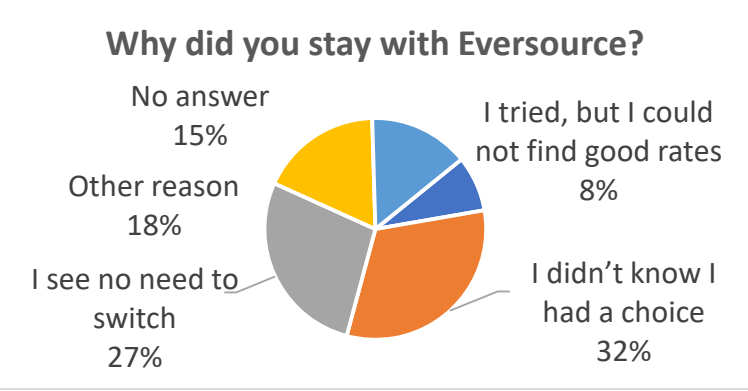
12. Which best matches your household income level?

☐ Under $50,000
☐ $50,000 to $99,000
☐ 100,000+

GoodEnergy Learn about Community Power programs at cp.standardpower.com STANDARD POWER

Questions 1 to 5 of the survey asked about the electricity supply of Wilton residents and businesses. Of the 185 responses, 175 were residential customers and 10 were businesses. The majority of respondents were served by Eversource default electricity supply, 88%, with 11% on competitive electric supply. One third of respondents said they didn't know they had a choice of supplier, and 22% saw no reason to look for an alternative. Of the 21 respondents that chose a competitive supplier, 19 did so for a better rate, and two wanted more renewable energy. 21 respondents produce at least a portion of their own electricity using onsite solar panels, and five indicated intention to do so in the future.

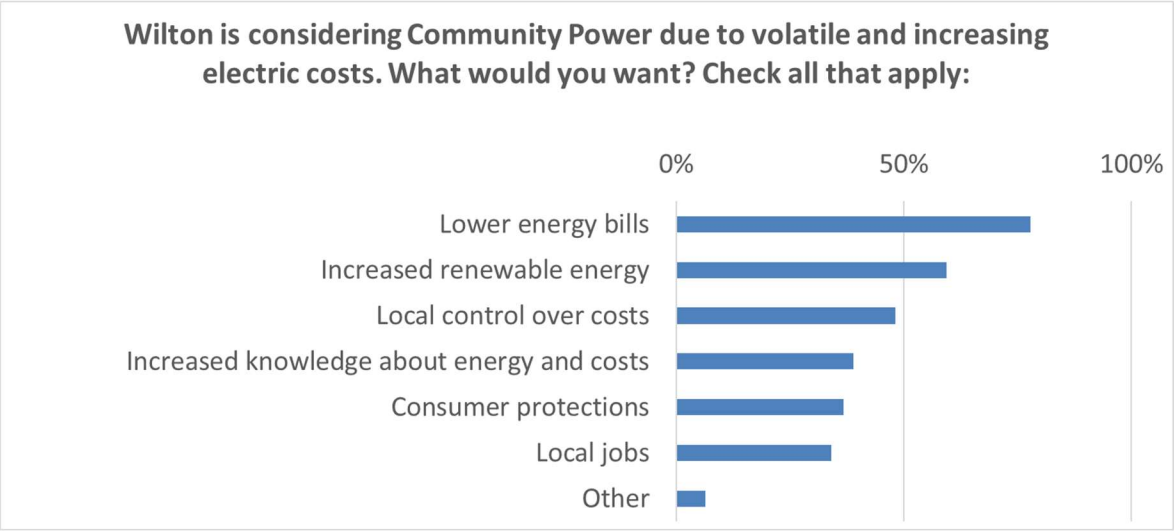




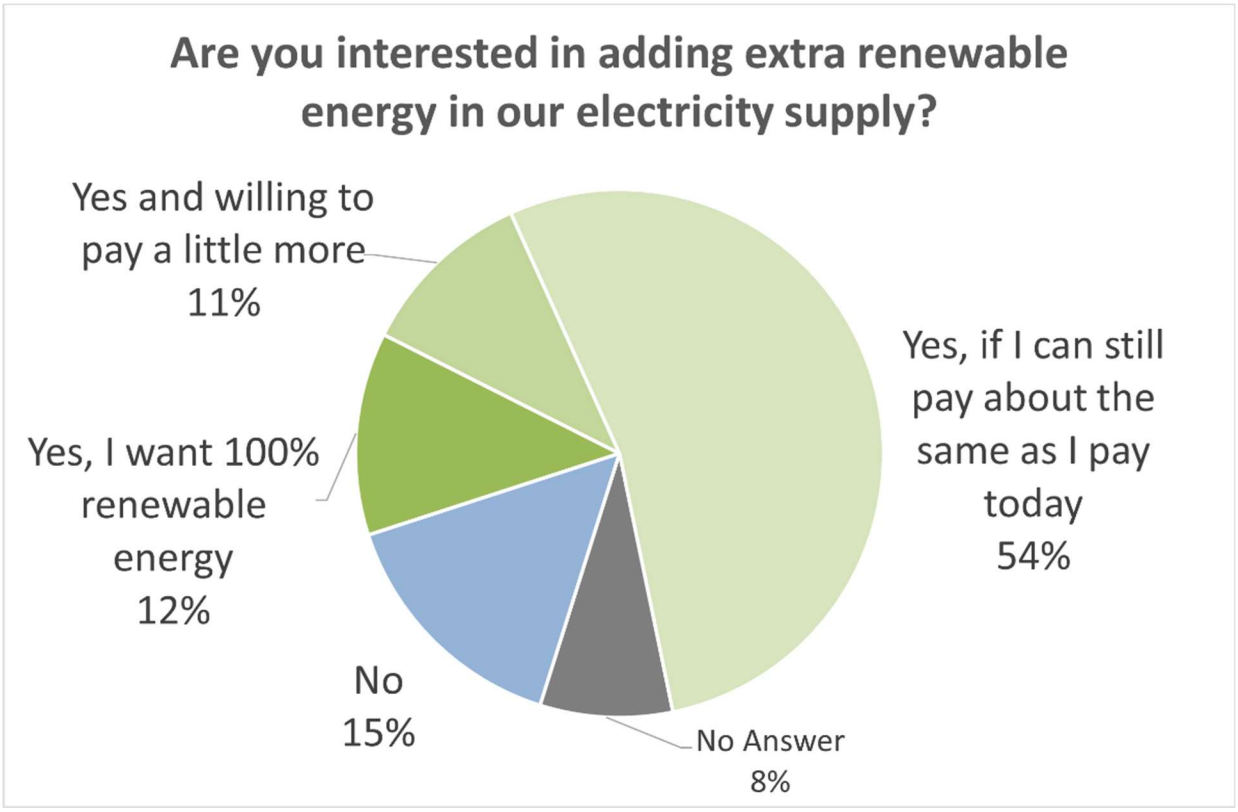
Why did you stay with Eversource? Best choice/No choice/solar:
I did not want to lose electric assistance that Eversource provides to low-income households.
Hubby is employed there
Current lowest rate, we switch periodically and now have solar.
Have solar array and have net metering with them. Not sure how to change!
I am interested in solar panels; cost is an issue.
I installed solar panels and it's required to use Eversource
interconnection agreement (re: solar) with Eversource; figured it's too complicated to change
No need to switch. I have net metering with solar
Rent, supplier designated by owner.
We have solar, was an easy switch, didn't want to deal with wildly fluctuating rates and intro hooks that shift after 6 months.
Avoiding scams/Utility has better rates:
Afraid of scams
Have tried other programs but Eversource rates have been better the last few years in comparison
I had an alternate supplier for a few years, but often Eversource was cheaper...gave up trying to chase the best rate.
I tried another company about 10 yrs ago. It was a total rip off. I would never trust another one.
Most others seem to be scams
The supply rate for Eversource is exactly what Eversource pays for the power. There is no mark up. Unlike third party suppliers who are hoping that you forget when the contract expires so they can jack the rates.
To get the best rate one must always research what supplier has the best rate because it changes. And I don't have time to do the research and make the switch before the deadline to do so.
Inertia:
I had another supplier but then the contract expired, and the default was Eversource. Am thinking about switching.
I have bigger problems
Because I'm foolish.
They will end up just as high as ever source
Reliability/Uncertainty:
Concerned about the quality and responsiveness of alternate service when initially offered
Emergency repair
I don't know if others are trustworthy
lethargy and the fear that when in need a secondary source would not be as efficient in correcting problems
Reliable and a 'name brand' not a middleman
Unsure if good outage service would go away/change if didn't stay with Eversource.
Who owns the trucks gets fixed first

33 comments were received responding to the question 'Why did you stay with Eversource?"

Questions 6 asked about general support for Community Power goals, with the strongest support for lower energy bills and then increased renewable energy. Wilton Community Power will increase community knowledge of how a Community Power Program supports each of these benefits.



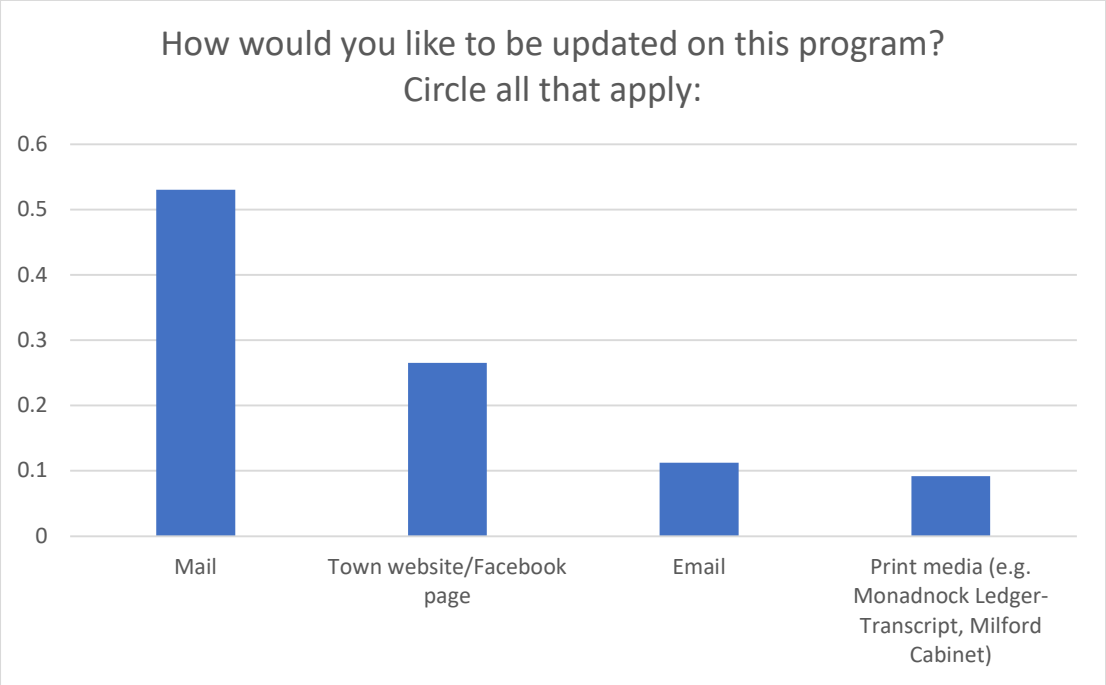
Question 7 asked about preference for more renewable energy in our electricity supply. The state minimum, called the Renewable Portfolio Standard (RPS), was 21. 6% in 2021 and is scheduled to level off at 25% in 2025. The community response was strongly in support of additional renewable energy, 77% of respondents support extra renewables in their energy supply, and 23% said they were willing to pay more for it. 15% responded they did not want more renewable energy. 8% did not answer the question.



The results of Question 7 support a default option with extra renewable energy and competitive price with the utility default. The default is the option most customers choose and/or are automatically enrolled into by not choosing another option.[1]

The responses to Questions 6 and 7 also indicate 2-3 optional products. A lowest cost option, with no additional renewable energy above the state minimum, meets the needs of community members who need maximum cost savings and/or feel that the current RPS is sufficient renewable energy. 1-2 options with additional renewable energy support the renewable energy goals of customers for themselves and for the community. Having a variety of attractive options helps the program meet individual needs, encourages high participation that boosts buying power, and increases the overall collective renewable energy performance of the program based on personal choices.

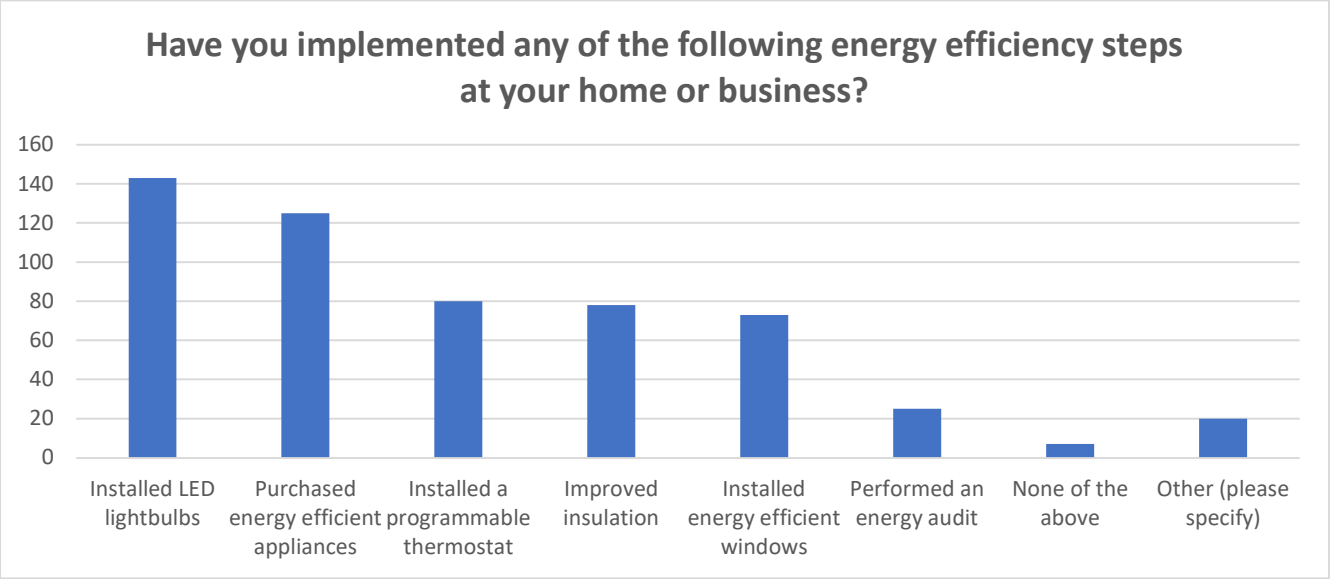
Question 8 asked about communications and program updates. The dedicated Community Power page on the Town's website is the principal means of providing Program details and updates. The program will be launched with a direct mail campaign. These are supplemented with emails, printed and posted notices, flyers, informational meetings and presentations, and social media campaigns.



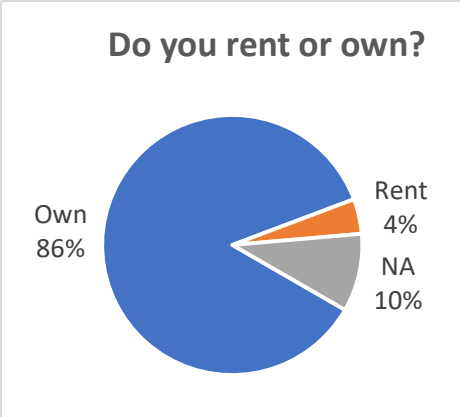
Questions 9 asked about awareness and use of Energy Efficiency to reduce energy use and costs. Energy efficiency is not a required part of a Community Power program, but it is compatible with Community Power goals of cost savings and increasing the renewable energy portion of individual and community energy supply. While only 25 respondents have done an energy audit on their home or business, a strong majority have implemented efficiency measures, especially LED lighting and purchasing energy efficient appliances. Several respondents reported taking additional measures: line drying laundry, geothermal heating/cooling, passive

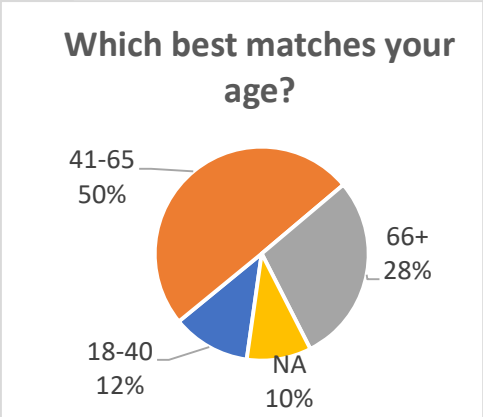
[1] A green default has a substantial impact on community renewable energy supply. Adding just 5-10% extra renewables increases renewables in the default supply by almost 25-50%, from the RPS of 21.6% to 26.6% or 31.6%. The impact is even more dramatic for 100% option customers, whose impact on increasing the renewable supply is 10-20 times higher than that of the default customer.

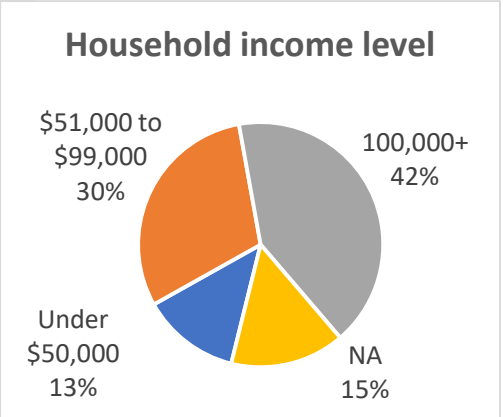
solar or new efficient construction (7), heat pumps for heating/cooling or hot water (2), heating with wood (2), and installation of solar panels (6).



Questions 10 to 12 asked three demographic questions to ensure that the Committee was reaching a demographically diverse group of community members. 90% of respondents answered the first two questions, and 80% chose to provide an income category. Multiple responses from each category, rent/own, age and household income were received, indicating a successful community survey.







Wilton Community Power can provide attractive options for community members of diverse backgrounds and opinions, including homeowners, small business owners, 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 for themselves and their community.

Exhibit IV - Data Protection Plan

I. Introduction

The Town of Wilton (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.