

Town of Waterville Valley

**Waterville Valley
Electric Power Plan**

Approved
January 26, 2023

Updated May 1, 2024

In the document below, the **Waterville Valley Electric Power Plan** is synonymous with and referred to as the *Waterville Valley Community Power Plan*.

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I. Waterville Valley Community Power Overview

I.a. Introduction

The Town of Waterville Valley will develop and implement its Community Power (Municipal Aggregation) Program (“Program”) as described in this Community Power Plan (“Plan”) as enabled by RSA 53-E:6. The Plan reserves the right to use the name ‘Waterville Valley Community Power’ as reserved for such plans in RSA 53-E:3-b, but based on public input regarding transparency and accessibility has chosen the name of ‘Waterville Valley Electric Power Plan’ for this document. All of the intended uses of this Plan and program are confined to Community Power as defined in RSA 53-E.

The vision for the Waterville Valley Community Power Program: to provide our community with affordable, reliable, and renewable energy resources.

Mission: Our mission is to empower our neighbors to make informed energy choices.

I.b. Goals

- Establish a default electricity supply product that delivers competitive rates, uses more renewable energy, and supports the growth of local, renewable energy.
- Provide residents competitive rates with a variety of plan options while ensuring consumer protections.
- Establish a plan that creates resilience and self-sufficiency for our community in power procurement and use, and the development of local renewable sources.
- Create a fund that helps grow local, renewable energy projects and energy efficiency.
- Engage residents and allocate consistent application of the program.
- Engage with legislators to encourage town-friendly legislation on issues such as distributed energy, net metering, energy efficiency, resilience, and self-sufficiency.
- Increase residents’ understanding of their energy usage, to include quantity used as well as impact of energy sources and the value of efficiency.

II. Process to Develop and Approve the Plan

A Community Power program is governed by a Community Power Plan developed with public input. 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 details on each step are available in **Exhibit I**.

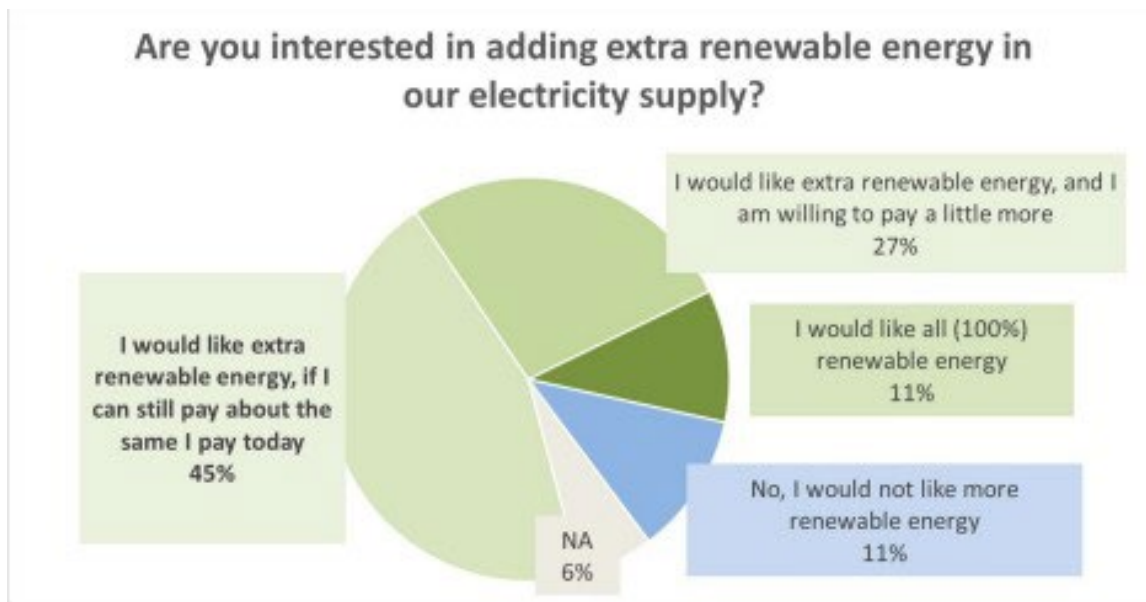
The process to develop the Plan, consistent with New Hampshire Revised Statutes Annotated (RSA) 53-E, is the following:

1. Creation of Community Power Committee
2. Creation of a Draft Plan with public hearings,
3. Approval of a Plan by the Community Power 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 Commission¹

The Town engaged the consulting team of Standard Power to assist the Committee in its work at no cost to the Town budget and no obligation to move forward with a program. Work began with a Community Survey to gauge interest in a program and the default and optional products it might offer. The survey was shared widely on the Town's Facebook page and at public venues and events. 132 responses were received, of which 96 were online, and 36 were on paper. Respondents came from a variety of demographics, though only three were businesses and the rest were residential customers. 87% owned their home, 61% had income over \$100,000 and 50% were between the ages of 41 and 65. Three had solar panels at their home. Full demographics and results are attached in **Exhibit IV**.

Key questions in the survey asked about cost savings and renewable energy. As expected, a large majority of respondents want lower energy bills as a goal of a program, 71%. But renewable energy also had very strong support. 83% said they would like more renewable energy in their electric supply, and of those almost half were willing to pay more for renewable energy than what they are paying today for electricity. See the chart below for the breakout of the respondents who are interested in renewable energy at various price points relative to the utility default rate. These survey results show strong support for a green default. See **Section V.a** for Default and optional product options.

¹ Alternatively, 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 all classes of electricity customers, as defined by the Town's electric distribution company the New Hampshire Electric Cooperative ("Applicable Classes"). See the New Hampshire Electric Cooperative ("NHEC") website for current classes: <https://www.nhec.com/rates-tariffs/>.

III.b. Universal access

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

All NHEC electric customers will have access to the Program. All NHEC electric customers receiving Default Service supply will be eligible for automatic enrollment in the Program ("Eligible Customers"), and they will be automatically enrolled in the Program unless they choose to opt out.

All customers will have the right to opt out of the Program at any time with no charge.

III.c. Equitable treatment

The community power statute requires equitable treatment of all classes of customers subject to any differences arising from varying opportunities, tariffs and arrangements between such customers and their electric distribution company (i.e. NHEC). 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 NHEC 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. Such distinction will determine whether the customer receives the price specified for their rate class and product set in the Electricity Supply Agreement (“Program pricing”) or a price based on market prices at the time the customer joins 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 Eligible Customers, the Program will distinguish between new residential and small commercial customers, who will receive the Program pricing, and all other commercial and industrial customers, who may receive pricing based on market prices at the time the customer joins the Program.
 - Customers that affirmatively elect to join include two types of customers: a) customers that were being served by a Competitive Supplier at the start of the Program but then later join the Program; and b) customers re-joining the Program after having previously opted out. Those customers that were being served by a Competitive Supplier at program initiation but who later join the Program will be treated the same as new Eligible Customers – residential and small commercial customers will receive the Program pricing and all other commercial and industrial customers may be offered a price based on the then-current market rates. All customers that join the Program after having previously opted out may be offered a price based on then-current market rates rather than the Program price. This distinction is designed to limit any incentive for frequent switching back and forth between the Program and Default Service of the NHEC.

III.d. Reliability

Reliability has both physical and financial components. The Program will address both components 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 NHEC 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.a Roles

Select Board: As the Town's governing body, the Select Board may appoint a Community Power Committee to develop a Community Power Plan with public input, and may submit the Plan to Town Meeting. Should the Plan be approved at Town Meeting, becoming the Waterville Valley 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.

Community Power Committee (CPC): The Waterville Valley Select Board voted to establish the Community Power Committee on September 14, 2022. 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.

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.

Town Manager: The Town Manager advises the Select Board and may serve as the Select Board's designee in the execution of contracts and on the executive committee of the Buying Group.

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 NHEC and monitoring the supply contract. Through a competitive procurement process the Town has selected the team of Standard Power to provide these 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 ESA. The Competitive Supplier shall be required to enter into an individual ESA with the Town under terms deemed reasonable and appropriate for the NHEC electric customers by the Select Board.

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

NHEC electric customers: NHEC electric customers shall include all electric customers taking distribution service of electricity from NHEC located within the geographic boundaries of the Town of Waterville Valley.

IV.b. Data Security

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

V. Electricity Supply Product Options

V.a. Default and Optional Electricity Supply Products

The Program intends to offer electricity supply products as described below. Any NHEC 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 electricity as required by any applicable statutory requirements, such as the Renewable Portfolio Standard ("RPS") required by the State of New Hampshire. Some products will include additional renewable electricity above the RPS. All purchases of additional renewable electricity in the products will be certified through Renewable Energy Certificates (RECs), the instrument used to trade and track renewable energy generation.

The products may vary based on the amount of renewable electricity, in the form of RECs, and based on whether the price is time-varying. Time-varying products will require a customer to have metering technology that can record and report when usage occurred.

The choices for time-varying prices may include:

1. Non time-varying: The same price applies to usage at any time.
2. Time-varying: Multiple time periods, with each period having a corresponding price at which usage during each period will be billed. Time periods will be limited by the options available through the Local Distribution Company billing system.

At launch, the Program expects to offer four electricity supply products:

Basic	Default	Renewable Hero	Renewable Champ
Lowest Rate	Competitive Rate	Small Increase	Market Rate
Meets state minimum requirements	Targets 30% renewable energy	Targets 50% renewable energy	Targets 100% renewable energy

Default Product:

The default product, called Competitive Rate Default, is expected to include Renewable energy in the form of Renewable Energy Certificates (RECs) in an amount that is 5-10% greater than the Renewable Portfolio Standard (“RPS”) required by New Hampshire, with the exact amount to be determined after the receipt of bids from competitive suppliers. The price will be non-time varying.

Optional Products:

The Program may offer two or more optional products that are non-time varying:

- A product with up to 50% RECs, called Renewable Hero 50
- A product with up to 100% RECs, called Renewable Champ 100
- A product with the same amount of RECs required by the RPS in the New Hampshire, called Waterville Valley Basic

The Program reserves the right to adjust product names as needed. The Program cannot guarantee savings for any of its products compared to the utility Default Service rates, because utility Default Service rates may not be known for the entirety of any Program supply contract.

V.b. Additional Renewable Energy Credits

Renewable Energy Credits (“RECs”) purchased in addition to the minimum 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 suppliers 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**, the Town seeks to support renewable energy generation located within Waterville Valley or as close to Town and in New Hampshire as possible. The Town also seeks to support the growth of renewable energy, thereby displacing fossil fuels and reducing greenhouse gas (GHG) emissions. To meet these goals, all RECs purchased in addition to 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 price for the applicable Program product.

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 and plateau after 2025. 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, Waterville Valley 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.energy.nh.gov/renewable-energy/renewable-portfolio-standard>
- Additional detail on EPA’s Green Power definition can be found at <https://www.epa.gov/green-power-markets/what-green-power>.

VI. Operation

The implementation of the Community Power Program requires extensive interaction between the Town, the Competitive Supplier, and the NHEC. Following adoption of the Plan by the Town Meeting, the key operational steps will be:

- Issue a Request for Proposals (RFP) for power supply, select a Competitive Supplier and provide notice.
- Implement a comprehensive public information program, including a customer Notification Letter.
- Enroll customers and provide service, including quarterly notifications and annual reporting.
- 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 Program 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 on their next regular meter read with no charge.
- Agree to specified customer service standards.
- Comply with all requirements of the NHPUC and the NHEC.

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 NHEC 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 Select Board 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 Letter.

The Town will provide written notice of its acceptance of a bid and the Program’s date of commencement of service to the NHPUC, 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 NHEC 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 NHEC electric customers with information concerning their opportunities, options and rights for participation in the Program.

To facilitate the Education and Outreach Plan, the Program will utilize contact information for retail electric customers provided to the Town by the electric distribution utility pursuant to Puc 2004.03.

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

- i. Initial Outreach and Education:** This will be conducted after the selection of a Competitive Supplier and prior to arrival of the Customer Notification Letters. It is intended to promote general awareness of the upcoming program, minimize any

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

ii. Customer Notification Letter: In addition to the initial outreach and education initiatives, a notice ("Customer Notification Letter") will be mailed to every NHEC electric customer on Default Service with the NHEC. 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 will 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 reply card included with the letter; and instruction for how to enroll in an optional Program product. The opt-out period will last a minimum of 30 days from the date of mailing of the Customer Notification Letters.

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

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

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

v. Ongoing Outreach & Education:

- Communicating program goals and performance, particularly as they relate to progress towards the Town's short- and long- term goals for renewable energy.
- On-going campaigns to recruit participation into its optional product(s) that contain more renewable energy than required by law ("Opt up campaigns"). 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 existing energy efficiency programs, 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 includes 3 days for mailing, 30 days for customer consideration, and an additional 3 days for return of the replay card)), the Competitive Supplier will enroll into the Program all NHEC electric customers on Default Service with the NHEC who did not opt out and any other retail electric customers that have affirmatively requested in writing or through email to be enrolled into the Program. All enrollments and other transactions between the Competitive Supplier and the NHEC 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 customer billing information for each enrolled customer 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 Program intends to solicit a new power supply agreement, as described in **Section XIII. Method of Terminating and Entering Agreements with Other Entities**. If the Program elects not to enter into a new power supply agreement, participating customers would return to NHEC 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 move into the Town or move within the Town), they will initially be enrolled in Default Service supply provided by NHEC. The Program will mail such customers the Customer Notification Letter detailing the Plan and an opt-out card. At the end of the opt-out period they will be enrolled in the Program unless they elect to opt-out, per **Section IV.c.i**. New customers also may proactively enroll by contacting the Program directly.

The Program will update the information on the Program's products on the Department

of Energy's comparison-shopping website whenever such information changes.

iii. Annual Report: On an annual basis, there will be a report to the 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.

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 local projects, technologies, services, regulatory policy changes, and more for their applicability to the program. The 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 costs 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 NHEC, 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 NHEC. 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 NHEC in accordance with tariffs approved by the NHEC Board of Directors and the NHPUC.

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

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 Program 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 NHEC using established Electronic Data Interchange (EDI) protocols.

If the Town determines that the Program 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 NHEC 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 NHEC and the NHPUC. As appropriate, the Town and the Community Power Consultant will direct customer complaints to the Competitive Supplier, the NHEC 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.

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.

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 Waterville Valley, 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 NHEC 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 NHEC, 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 website.

The Town will notify the NHEC of the planned termination or extension of the Program in writing. In particular, the Town will provide the NHEC 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 ESA. The Town will also provide written notice to the NHPUC 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 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 NHPUC 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 NHEC 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. Waterville Valley 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 through NHEC.

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 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. Program provides required notifications to NH PUC, Department of Energy, Office of Consumer Advocate, and electric distribution utility.
32	Competitive Supplier receives NHEC electric customer mailing data and data needed for Eligible Customer enrollment from Program
48	Competitive Supplier, at its expense, mails Customer Notification Letters to all NHEC electric customers, including identifying the return date by which the reply card envelopes for Eligible Customers must be mailed and postmarked
51	NHEC 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