

Town of Hampton, New Hampshire  
Community Power Aggregation Program



Hampton Electric Aggregation Plan

Prepared by:

the Hampton Electric Aggregation Committee

in consultation with:

Colonial Power Group, Inc.

5 Mount Royal Avenue, Suite 5-350

Marlborough, Massachusetts 01752

508-485-5858

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## Introduction

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The Town of Hampton has developed an Electric Aggregation Plan (the “Plan”) which outlines how Hampton’s Community Power Aggregation (“CPA”) Program (the “CPA Program” or “Program”) will work. CPA programs are designed to offer competitive choices to eligible retail electric consumers (Hampton’s residents and businesses) as an alternative to the default energy service provided by Hampton’s local distributor, Unitil Energy Systems, Inc. (“Unitil”).

This Plan was reviewed and approved by the Board of Selectmen on January 9, 2023, and further the Board voted to place an article on the March 2023 Warrant for adoption by a majority of those present and voting at Town Meeting. The Legislative Body voted to authorize the Plan at Town Meeting on March 14, 2023.

Eligible consumers may opt-out of Hampton’s CPA Program and select Unitil as their default energy service provider or choose their power supply from another competitive supplier at any time before or following enrollment in the CPA Program. Consumer participation in the CPA Program is entirely voluntary.

If it is determined before the Program is launched that Hampton Community Power will be unable to offer default electric rates that are initially lower than or competitive with the fixed energy service charge rates offered by Unitil for residential and general service customers (rate schedules D and GS-2), then implementation of the program will not move forward. The program will not launch unless and until those conditions change.

The Plan was written to comply with New Hampshire RSA 53-E regarding the aggregation of electric customers by municipalities and counties. It contains required information on the structure, operations, rate setting, and policies and procedures of Hampton’s Program.

Community Power Aggregation refers to the grouping of retail electric customers within a municipality or group of municipalities to provide, broker or contract for electric power supply and related services for those customers. Communities typically implement this program for cost savings, environmental sustainability, sourcing electricity from local energy sources or some combination of these.

By greatly improving the buying power of the consumers in Hampton to negotiate rates for power supply, Hampton has the potential to offer a wider choice of energy supply options and

innovative services to its residents and businesses, including choices that may include a larger proportion of renewable energy.

Community Power Aggregation programs only change the sources of electricity used to supply the community, and do NOT change how electricity is delivered over the transmission or distribution grid. In Hampton's case, Unitil will remain the utility that is responsible for maintaining the distribution grid and delivering electricity purchased by the Program to participating customers.

This Electric Aggregation Plan was developed by the Hampton Electric Aggregation Committee with due input from the public, as required under RSA 53-E. Public hearings were held on December 12, 2022, and January 5, 2023. (See Appendix A for Public Hearing Notice.)

Hampton is partnering with Colonial Power Group, Inc. ("CPG"), a provider of electric aggregation service registered with the New Hampshire Public Utilities Commission ("Commission"),<sup>1</sup> who will serve as professional, technical, and legal consultant to manage the CPA Program.

## Goals and Components

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For the past several years, the Town of Hampton has contracted for its municipal energy supply through a municipal energy broker, achieving more stable and often lower rates and access to a broader choice of energy sources and suppliers. For example, with the Town's most recent contract with energy supplier Constellation NewEnergy Inc., signed in November 2022, the Town will be paying 14.68 cents/kWh whereas as of December 2022 Unitil's energy service rate for small to medium non-residential customers has increased from 9.37 cents/kWh to 25.375 cents/kWh for the next six months due to a spike in energy supply costs. Under Community Power Aggregation, the same opportunity to seek out more advantageous energy supply contracts can be extended to the entire customer base of the Town.

The purpose of Community Power Aggregation in Hampton is to allow the Town to aggregate retail electric customers in order to provide greater access to competitive suppliers of electricity and related services. This includes the ability to offer residents and businesses greater choice to

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

select energy sources, especially renewable sources, at more competitive rates than currently available.

This will be achieved through the following objectives:

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

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

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

**Cost Savings to Participating Consumers:** Hampton seeks to take greater control of energy options available to its consumers, including pursuing the objectives of price stability and setting CPA Program prices that, over time, are below rates consumers would otherwise have paid under Unitil’s default energy service.<sup>2</sup> While savings cannot be guaranteed under the CPA Program, the Program has inherent pricing advantages not enjoyed by Unitil that Hampton hopes will result in lower electricity prices for participating consumers.

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<sup>2</sup> CPG and the Town of Hampton recognize that the comparison of CPA Program prices to utility default energy service rates is an imperfect comparison given the differences in procurement procedures and (potentially) in product definition. Nonetheless, such comparisons are widely sought and used by consumers and governmental agencies. As such, Hampton uses this definition of savings in its Plan.

**Targeting Benefits for Residential and Small Commercial Consumers:** Consumer choice for electricity supply has been a major success for larger commercial and industrial consumers in the state but less so for other consumer groups. Consequently, the CPA Program will place a strategic emphasis on providing choice, offering beneficial options, and delivering benefits most attractive for residential and small commercial consumers.<sup>3</sup>

## **Statutory Requirements**

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

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

### **1. Universal Access**

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. This Plan shall meet the statutory requirement of universal access by giving all consumers within the boundaries of Hampton the opportunity to participate in the CPA Program, whether such consumers are currently on Unitil’s energy service or the supply service of a competitive supplier. For the purposes of Hampton’s CPA Program this means that all consumers within the borders of Hampton taking default energy service from Unitil, including existing consumers and any new consumers in the future, that are not enrolled with an alternative competitive supplier will be considered “eligible consumers” and

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<sup>3</sup> Consistent with RSA 53-E:1.

therefore eligible to receive service from the CPA Program's supplier(s). At the onset of the CPA Program, all existing eligible consumers will be enrolled into the CPA Program unless they contract with a competitive supplier or affirmatively opt-out of the CPA Program. Similarly, all new eligible consumers that come into Hampton after Program launch will be enrolled in the CPA Program unless they first contract with a competitive supplier or affirmatively opt-out of the CPA Program. All participating consumers will retain the right to opt-out any time after their commencement of CPA Program service. Service under the CPA Program shall include Program rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

## **2. Reliability**

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

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

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

For example, customers that request to opt-out initially, declining the opportunity to participate during the initial enrollment period may be offered rates that reflect how market prices have changed in the intervening period.

#### **4. Organizational Structure**

There are five operational levels to Hampton's CPA Program as follows:

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

The Legislative Body is made up of the consumers of Hampton, who hold the ultimate authority over the CPA Program and its functions. The final CPA Program Plan will be submitted to the Legislative Body for its adoption pursuant to RSA 53-E:7(I). They can participate in meetings and hearings regarding issues related to the CPA Program.

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

Hampton's government is led by a five-member Board of Selectmen. Daily operations are overseen by a Town Manager. The Board of Selectmen acts as the Town's Governing Body responsible for the general welfare of the community. Specific powers and responsibilities of the Board of Selectmen are set forth in the Town Charter and NH State Law,

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

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

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

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



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

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

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

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

## **5. Approval Process**

On October 24, 2022, Hampton's Board of Selectmen voted unanimously for the Town Manager to take the steps necessary to develop an aggregation program plan for consideration by its citizens. The Town Manager formed an Electric Aggregation Committee comprised of three individuals and a member of the Board (the "Committee"). The Committee worked with CPG to prepare and complete an initial Plan after first determining that the Plan creates a CPA Program structure designed to serve the long-term interests of Program participants and the Town of Hampton.<sup>4</sup> The Committee held two public hearings on the Plan on December 12, 2022 and January 5, 2023 to solicit input from the community.

The Plan was reviewed and approved by the Board of Selectmen on January 9, 2023, and further the Board voted to place an article on the Warrant for Town Meeting. The Legislative Body voted to authorize the Community Power Aggregation Plan at Town Meeting on March 14, 2023.

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<sup>4</sup> The Committee approved the Plan as designee of the Governing Body, and pursuant to RSA 53-E:6(IV).

The Committee made minor updates and refinements to Hampton’s authorized Plan and the Board of Selectmen approved the final, updated Plan on March 27, 2023, and further directed CPG to file this final Plan with the Commission for its approval.<sup>5</sup>

## **6. Program Launch**

After receiving all necessary approvals, Hampton will make preliminary decisions regarding the timing of Program launch (e.g., a near-term target date or deferred for a date to be determined later) and the methods that Hampton will use to communicate with consumers about the new Program. For example, Hampton may provide notice and host a public informational session for all consumers within Hampton before executing a contract with a competitive supplier. Such engagement would supplement consumer notification and engagement conducted after a contract is signed and prior to customer enrollment. Two possible sequences of events related to consumer engagement is as follows:<sup>6</sup>

### Scenario 1 – Prompt Program Launch

- Request two information sets from Unitil: (1) billing addresses for all consumers within Hampton, and (2) anonymized information of eligible consumers including such information necessary for successful program launch.
- Issue Request for Proposal (“RFP”) for power supply and select a competitive supplier.
- Mail notification to all consumers including notice of public meeting to be held within 15 days of mailing. The form of notice sent to eligible consumers may be different than the form of notice sent to all other consumers but in any event all eligible consumers will be sent specific instructions to exercise the option to opt-out from being enrolled in the CPA Program.
- Hold public information meeting within 15 days of notice.
- Enroll customers and commence service.

### Scenario 2 –Deferred Program Launch

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

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<sup>5</sup> RSA 536-E:7(II).

<sup>6</sup> Each in compliance with RSA 53-E:7(III).

At a later time:

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

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

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

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

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

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

Once Hampton has executed a contract with a competitive supplier, Hampton and CPG will coordinate to prepare and mail a notification to each retail electric consumer within the Hampton service area (the “Opt-Out Notice”).<sup>7</sup> The Opt-Out Notice shall be issued by Hampton and mailed using the billing addresses provided by Unitil. The Opt-Out-Notice shall include: a description of the Program, a description of product offerings, Program price(s), the supply term, the supplier’s name and contact information, disclosure of consumers’ rights to opt out with clear instructions how to do so, link to the Program website, a toll-free phone number for customer service questions, the current Unitil default energy service prices, and appropriate disclaimers that savings cannot be guaranteed under the Program.

The Program shall provide all eligible consumers with no less than 30 days to opt-out of being enrolled in the Program. Specifically, the Program shall provide all eligible consumers at least 30 days from the date of the mailing of the Opt-Out Notice (the “Opt-Out Notice Period”) to opt out of being enrolled in the Program before CPG initiates account enrollments with the competitive supplier. Eligible consumers will be given the ability to opt-out by return postcard, website, or such additional means as may be provided by the Town of Hampton.<sup>8</sup> All eligible consumers who do not elect opt-out will automatically be enrolled in the Program. Consumers who elect to opt-out will remain on Unitil’s default energy service. A consumer taking energy service from a competitive electricity supplier shall not be considered an eligible consumer and will not automatically be enrolled in the CPA Program, unless the consumer voluntarily opts-in.

## **C. Public Information Session**

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

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

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

#### **D. Consumer Enrollment**

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

### **7. Operations**

#### **A. Program Management**

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

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

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

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

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

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

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

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

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

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

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

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

limited on a need-to-know basis.

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

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

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

## **8. Funding**

The CPA Program shall be self-funded through the Program prices established by the Board of Selectmen. As such, consumers located in Hampton who choose not to participate in the CPA



Program will not incur, nor be responsible for, any costs associated with the CPA Program, through taxes or other assessments, apart from minimal costs, if any, related to the deliberations of the Town of Hampton and Plan development prior to the enrollment of any Program participants.<sup>9</sup> Services provided to the Program by CPG will be funded by adding a consultancy fee agreed to by the Board of Selectmen to the prices charged by the Program's suppliers. Hampton will not be under any obligation to expend financial resources towards the administration, implementation and/or maintenance of this CPA.

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

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

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

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

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<sup>9</sup> As per RSA 53-E:5.

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

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

The Town of Hampton may offer one or more optional products. As an example, an optional product might incorporate renewable power or renewable energy credits beyond minimum requirements established by state law or regulation. Eligible consumers or new eligible consumers will only be enrolled in an optional product at the commencement of service if they affirmatively select the optional product within the Opt-Out Notice Period. However, any participating consumer may opt-in to any optional Program product or switch between Program products at any time.

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

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

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

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

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

Program participants will maintain all rights and protections of New Hampshire law and regulation. Consumers who are dissatisfied with services provided under the CPA Program may communicate directly with the competitive supplier, CPG, or bring issues to the Town Manager or the Board of Selectmen. They have the right to question billing and services and register complaints with Hampton or the Commission.

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

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

An eligible consumer that is enrolled in a net metering program through Unitil may participate in the Program on an opt-in basis. There are unique considerations that net metering consumers should be informed of and given time to evaluate before they become enrolled in the Program.

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

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

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

Pursuant to Commission rules, Unitil might not provide Hampton with information to allow it to separately identify all eligible consumers that are enrolled in net metering. If that's the case, some net metering consumers could be automatically enrolled through the opt-out process. Hampton may seek to contact net metering consumers separately to describe the program, explain the consumer's options in context with net metering, and invite the consumer to participate in the Program at their sole discretion. Before enrolling a net metering consumer in the Program on an opt-in basis, Hampton may require such consumer to sign a written consent or waiver acknowledging that it was made aware of the risk that it may lose a portion of their net metering benefits by purchasing electricity supply from an entity other than Unitil.

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

Unless otherwise conditioned by the Commission, any consumer of the Town of Hampton enrolled in the Electric Assistance Program may participate in the CPA Program. Hampton's ability to identify such consumers depends on Unitil making identifying consumer information available to the Town.

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

The Town of Hampton may terminate the CPA Program at the end of the delivery term of any electric service agreement without a renewal or term extension in place. The CPA Program may also be terminated by the decision of the Board of Selectmen, also effective with the term end date of any electric service agreement.

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

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## Govt Public Notices

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### NOTICE OF PUBLIC HEARINGS

#### Town of Hampton Community Power Program

Two public hearings will be held on Dec. 12, 2022 at 6:00 pm and Jan. 5, 2023 at 4:00 pm in the Board of Selectmen's Room, 100 Winnacunnet Rd, Hampton. to present information and receive comments about the proposed Hampton Electric Aggregation Plan prepared by the Hampton Electric Aggregation Committee. At these hearings, members of the Committee will present the Plan, answer questions, and take public comments. Copies of the Draft Plan will be available for review at the Town Offices and available on Hampton's website prior to the hearings.