



AD-HOC COMMUNITY POWER COMMITTEE MEETING

AGENDA- REVISED

Wednesday, July 8, 2020, 8:00 AM

Virtual Zoom Meeting

TO JOIN THE MEETING:

- The public may join the meeting online by visiting www.zoom.us/join and entering the Meeting ID: **890 6838 9651**.
- If you are unable to attend the meeting online, you may listen to the meeting by calling the toll-free # (888) 475-4499 and entering the Meeting ID: **890 6838 9651**.
- If you encounter any issues accessing this meeting, please call 603-757-0622 during the meeting.

Members:

Dr. Ann Shedd
Peter Hansel
Paul Roth

Councilor Mike Giacomo
Dan Belluscio
Jeffrey Titus

Staff:

Rhett Lamb, ACM/Community Development Director
Mari Brunner, Planner

1. Call to Order and Roll Call
2. Election of Chair and Vice Chair
3. Adopt Rules of Procedure and Review of Laws Governing Public Meetings – City Attorney, Tom Mullins
4. Anticipated Project Timeline
5. Meeting Schedule
6. Community Power Program Overview
7. Draft Community Power Consultant RFP
8. New Business
9. Next Meeting
10. Adjourn

COMMUNITY POWER PLAN – DRAFT TIMELINE

June 2020

- Staff review draft RFP for a Community Power Consultant (“Consultant”)
- Prepare draft timeline for project
- Send out poll to schedule first Community Power Committee (CPC) meeting
- City Attorney begins reviewing sample contract agreements

July 2020

- Schedule first CPC meeting for week of July 6
- Staff presentation at Dept. Head meeting
- CPC Meeting #1
 - Send meeting packet to committee week before
 - Meeting goals: Begin education on Community Power, Get feedback on RFP for Consultant, Get CPC commitment to proposed schedule / timeline.
- Issue RFP for Community Power Consultant the week of July 13 or 20
 - RFP will be posted for 3-4 weeks
- Form RFP Review Committee comprised of 3-4 staff to review submitted proposals and make recommendation to City Council
 - Schedule meeting of RFP Review Committee for week of August 17 or 24
- Schedule CPC Meeting #2 for week of August 3 or August 10

August 2020

- CPC Meeting #2:
 - Send meeting packet to committee week before
 - Meeting goals: Provide an update on the RFP process for hiring a consultant, continue education on Community Power (potentially have a guest from Londonderry, Greenfield, or other community present)
- Consultant proposals due week of August 10
 - RFP Review Committee reviews and ranks proposals individually during week of August 10 or 17
 - RFP Review Committee meets week of August 17 or 24 and decides on a recommendation for City Council
- Schedule third CPC meeting for week of August 30 or September 7

September 2020

- CPC Meeting #3
 - Send meeting packet to committee week before
 - Meeting goals: Review recommendation of hiring committee, continue education on Community Power, discuss how public input will be included in the plan
- September 10 – staff makes a recommendation at FOP Committee meeting for Community Power Consultant
- September 17 – City Council votes on recommended Community Power consultant
- Staff prepare a contract for the City Manager to sign
- Schedule CPC Meeting #4 for week of September 28 or October 5

October 2020

- CPC Meeting #4:
 - Send meeting packet to committee week before
 - Meeting Goals: Introduce selected consultant, review Community Power Plan template, discuss local goals to include in the plan, and select a date, time, and location for a first public meeting in late November or December to review the Community Power Plan.
- Consultant – work on a draft Community Power Plan to share with the CPC the week of October 19 or 26
- Schedule CPC Meeting #5 for the week of November 2 or November 9
- Promote public meeting on the draft Community Power Plan – press release, social media posts, etc.

November 2020

- CPC Meeting #5:
 - Send meeting packet to committee week before
 - Meeting Goals: Get feedback from CPC on draft plan, discuss logistics for public meeting (incl. promotion), and discuss options for getting public input on a draft plan (other than a public meeting).
- Prepare for public meeting, to be held in late November or December
- Consultant – continue to work on draft plan to include feedback from the CPC and the public.
- Schedule CPC Meeting #6 for week of November 30 or December 7

December 2020

- CPC Meeting #6:
 - Send meeting packet to committee week before
 - Meeting Goals: Review public comments on draft plan received to date, and prepare for the public meeting.
- Hold public meeting to present the draft Community Power plan and get public input on local program goals
- Consultant – revise plan to incorporate feedback from CPC and the public
- Schedule CPC Meeting #7 for week of January 4 or 11

January 2021

- CPC Meeting #7:
 - Send meeting packet to committee week before
 - Meeting Goals: Review public input, review revised plan, make final comments on the plan.
- Submit Community Power Plan to City Council for the Jan. 21 City Council meeting
- FOP Committee reviews Community Power Plan at Jan. 28 meeting and makes recommendation to City Council

February 2021

- City Council votes on Community Power Plan Feb. 4, 2021

DRAFT – NOT YET REVIEWED BY CITY ATTORNEY



City of Keene
New Hampshire

REQUEST FOR PROPOSALS

RFP No. 02-21-02

Community Choice Aggregation (CCA) Consulting Services

Prepared by:

The City of Keene, NH
Community Development Department

Due

No later than 4:00 P.M.

Deliver to:

Purchasing Office
City Hall, 2nd Floor
3 Washington Street
Keene, N.H. 03431

Tel. 603-357-9800

Fax 603-283-5663

jtitus@ci.keene.nh.us

www.ci.keene.nh.us



City of Keene
New Hampshire

TABLE OF CONTENTS

	Page
REQUIREMENTS	
Advertisement	1
Information	2
TERMS & CONDITIONS	3
CONTRACT	
Notice of Award	5
Agreement	7
EXHIBIT A: SCOPE OF WORK	12
EXHIBIT B: Payment Request Form	16
EXHIBIT C: Change Order Request	17

ADVERTISEMENT

RFP No. 02-21-02

Community Choice Aggregation (CCA) Consulting Services

The City of Keene, New Hampshire is seeking proposals for
Community Choice Aggregation (CCA) Consulting Services

The full solicitation is posted on the city's website, www.ci.keene.nh.us/purchasing-projects. Questions regarding this project shall be directed to Jeffrey Titus, Manager of Purchasing and Contract Services, in writing, via the current project database (<https://ci.keene.nh.us/finance-purchasing/current-projects>).

There will be a **non-mandatory, pre-proposal** meeting via WebEx on **(enter date & time)** . To join via phone please call +1-408-418-9388 and when asked to dial the meeting number enter ??? ??? ???. To join via computer, please log into public purchase and use hyperlink listed in the pre-proposal conference section.

Proposals are due in the Purchasing Office, City Hall, 2nd Floor, 3 Washington Street, Keene, New Hampshire 03431 by **4:00 P.M. on (enter date)**. Proposals received after that date and time will not be considered.

To receive automatic notification of business opportunities with the City of Keene please register online at www.ci.keene.nh.us

INFORMATION

RFP No. 02-21-02

Community Choice Aggregation (CCA) Consulting Services

The City of Keene, New Hampshire is seeking proposals for
Community Choice Aggregation (CCA) Consulting Services

Information is available on the City of Keene website, <http://www.ci.keene.nh.us/purchasing-projects>. Interested parties are encouraged to **register as a vendor** to receive notices about this project and other opportunities with the City of Keene.

There will be a non-mandatory, pre-proposal meeting via WebEx on **(enter date & time)**.. To join via phone please call +1-408-418-9388 and when asked to dial the meeting number enter **(enter number)**. To join via computer, please log into public purchase and use hyperlink listed in the pre-proposal conference section.

Six (6) hard copies of the proposal (preferably on double-sided, maximum post-consumer recycled content paper) and **one (1) electronic copy** on a thumb drive shall be delivered in person or by mail to the City of Keene Purchasing Office, City Hall, 2nd Floor, 3 Washington Street, Keene, NH 03431, clearly labeled as **RFP No. 02-21-02 Community Choice Aggregation (CCA) Consulting Services**.

All proposals must be received by **4:00 PM on (Date)** . Proposals received after that date and time shall not be considered.

All correspondence concerning this RFP shall be addressed to Jeffrey Titus, Manager of Purchasing and Contract Services for the City, via the current project database (<https://ci.keene.nh.us/finance-purchasing/current-projects>)

The City of Keene is committed to sustainability and, when economically feasible, strives to work with businesses that are integrating sustainability into their operations and can further the City's sustainability objectives.

TERMS & CONDITIONS

RFP No. 02-21-02

Community Choice Aggregation (CCA) Consulting Services

- 1) **Changes To Provisions/Specs** Any change to the provisions or specifications of the RFP shall be made by written addendum issued no later than four (4) working days prior to the RFP due date.
- 2) **RFP Response Requirements** Proposals should be succinct and well-organized, and no more than 25 pages (double-sided preferred) which includes cover and index. At a minimum, the following sections and information shall be included:
 - a. **Cover Letter:** Provide a statement of ability to complete the project with current workload; cite any conflicts of interest; and provide a 90-day guarantee on terms.
 - b. **Contractor Qualifications:** Provide an overview of qualifications for the contract team including, but not limited to, type of firm and relevant project experience.
 - c. **Project Team:** Provide a list of key individuals and staff assigned to this project, describing their role and relevant experience.
 - d. **Approach:** Describe how the contract team will complete the Scope of Work. Include a detailed schedule.
 - e. **Cost Proposal:** The Consultant shall offer a management fee per kilowatt hour (kWh) that the City will consider in making an award for the Contract. The price per kWh shall be the complete price for all services and expenses incurred by the Consultant, and shall be paid directly to the Consultant by the Competitive Supplier. No proposal shall require the payment by the City of any costs, expenses or expenditures.

Any consultant agreement shall not impose an obligation upon the City to execute any contract with any Competitive Supplier, or to operate, execute or maintain the City's Municipal Aggregation Program. Compensation shall only be paid to the Consultant by a Competitive Supplier to the extent the City elects, in the City's sole discretion, to execute a power supply contract that is procured or negotiated on behalf of the City, as part of a municipal aggregation program. The City Council and/or City Manager will undertake a good faith review of any contract procured or negotiated on behalf of the City.
 - f. **Appendices:** (not part of 25-page limit): Resumes of key consultant staff members and firm references from at least three similar projects within the last three (3) years along with written and illustrated samples of work products completed. The reference list should include the name, address, telephone number, title of project, and description of the work performed.
 - g. **Insurance:** Provide a Certificate of Insurance which clearly documents all current coverage limits available to the consultant. Successful consultant will be required to provide a policy endorsement which shows the City of Keene to be an additional named insured.

3) Process

- a) Upon review of all responsive proposals, the City may conduct interviews of some, all, or none of the firms submitting proposals.
- b) If necessary, and upon completion of the interviews, the City will finalize a final Scope of Services and Fee with the selected firm.
- c) If the City is unable to reach an agreement with the selected firm, the City reserves the right to negotiate with the next highest rated firm until an agreement is reached.
- d) The City of Keene reserves the right to reject any or all proposals, to waive technical or legal deficiencies, and to accept any proposal that it deems in the best interest of the City.
- e) The City reserves the right make such inquiries regarding a firm's qualifications and reputation as it deems necessary to evaluate the firm.
- f) Once a firm is selected and an agreement is reached, a recommendation will be made to the City Manager and, if required, to City Council. Upon final approval, the City Manager will approve a contract award to the successful proposer.
- g) The Purchasing and Contract Services staff will prepare a Notice of Award and Agreement for execution. Upon execution of the Contract, the CONSULTANT will be instructed to commence providing the work outlined in the contract.
- h) The City reserves the right to negotiate directly with the firm selected for additional project work including construction administration services, and/or additional project engineering and design services.

- 4) **Work Product** All information, data, documents, photos, computer records and other materials of any kind acquired or developed by the CONSULTANT pursuant to this proposal shall be the property of the City of Keene.



City of Keene
New Hampshire

NOTICE OF AWARD

RFP No. 02-21-02

Community Choice Aggregation (CCA) Consulting Services

By Email

Date

SUBJECT: Notice of Award - RFP No. 02-21-02

Community Choice Aggregation (CCA) Consulting Services

Congratulations!

You are hereby notified that the above-captioned project has been awarded to your firm by the City Manager.

In order for us to execute the contract and issue a Purchase Order, please submit 1) signed Notice of Award, 2) signed Agreement, and 3) Certificate of Insurance within ten days. Electronic copies are acceptable and certainly expedite the process.

We look forward to working with you. Please let me know if you have any questions.

Sincerely,

Jeffrey W. Titus
Purchasing & Contract Services Manager



City of Keene
New Hampshire

ACCEPTANCE OF
NOTICE OF AWARD

RFP No. 02-21-02

Community Choice Aggregation (CCA) Consulting Services

Receipt of the above Notice of Award is hereby acknowledged:

By _____

This _____ day of _____, 20 20 By.

_____ Title _____



City of Keene
New Hampshire

AGREEMENT

RFP No. 02-21-02

Community Choice Aggregation (CCA) Consulting Services

This AGREEMENT made and entered into by and between the **City of Keene**, a New Hampshire municipal corporation with an address of **3 Washington Street, Keene, NH, 03431**, hereinafter the “CITY, and _____, a corporation with an address of _____, hereinafter the “CONSULTANT.”

WITNESSETH

WHEREAS, the CITY intends to enter into a Professional Services Agreement for an amount not to exceed _____ Dollars (\$ _____) with the CONSULTANT. The contract is for the purpose of providing the CITY with professional engineering services for **Community Choice Aggregation (CCA) Consulting Services**, hereinafter the “PROJECT”.

NOW, THEREFORE, in consideration of these promises and of the mutual covenants herein set forth, the CITY hereby contracts with the CONSULTANT to furnish the following professional services in connection with the proposed PROJECT, and it is agreed by the CITY and the CONSULTANT as set forth below. In the event of any conflict regarding language between the various contract documents and exhibits, CITY language shall take precedence.

SECTION 1 - SERVICES OF CONSULTANT

1.1 General. Upon execution of this AGREEMENT, the CONSULTANT agrees to proceed for the CITY, with all project formulation, deliverables and management of the PROJECT as described in **Exhibit A, Scope of Services**.

1.2. The CONSULTANT agrees to provide all services necessary to maintain eligibility for funding.

1.3. The parties intend that the CONSULTANT shall be an independent contractor for all

DRAFT – NOT YET REVIEWED BY CITY ATTORNEY

purposes, and not an employee of the City.

DRAFT

SECTION 2 - CITY'S RESPONSIBILITIES

- 2.1 Designate in writing a person to act as the CITY'S representative with respect to the Services to be rendered under this AGREEMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define THE CITY'S policies and decisions with respect to the CONSULTANT's services for the PROJECT, but shall not have the authority to amend this AGREEMENT.
- 2.2 Assist the CONSULTANT by placing at his/her disposal all available information pertinent to the PROJECT, including but not limited to, previous reports, studies, and other data relative to the design of the PROJECT.
- 2.3 Provide all criteria as to the CITY'S requirements for the PROJECT.
- 2.4 Assist the CONSULTANT in arranging access to and make provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform Services under this AGREEMENT.
- 2.5 Give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's Services.

SECTION 3 - PERIOD OF SERVICE

- 3.1 The compensation for CONSULTANT's Services has been agreed to in anticipation of the orderly and continuous progress of the PROJECT. The PROJECT shall commence upon contract execution and be completed in a timely manner. The specific schedule of work to complete the Services shall be made by mutual agreement.

SECTION 4 – COMPENSATION

- 4.1 Payment for Services shall be made according to the Fee Schedule, unless otherwise agreed to by a written Change Order.
- 4.2 CONSULTANT shall submit invoices, accompanied by a Payment Request complete with all relevant details (such as hours worked, staff, etc.) to the attention of Mari Brunner, Community Development, 3 Washington Street, Keene, NH 03431.
- 4.3 The CITY shall make payment to the CONSULTANT within thirty (30) days after submission of invoices for work accepted by the City.
- 4.4 Records of the CONSULTANT's salary cost and expenses pertinent to CONSULTANT's compensation under this AGREEMENT will be kept in accordance with generally accepted accounting practices. Copies will be made available to CITY at no cost if requested prior to final payment for CONSULTANT's services.

SECTION 5- CHANGES IN SCOPE

5.1 Changes in the Scope of Services may be accomplished after execution of this AGREEMENT, and without invalidating the AGREEMENT, by Change Order Request. (See Exhibit: “City of Keene Change Order Request”)

5.1.1 Changes to the Scope of Services will be submitted to the CITY in writing as soon as the CONSULTANT becomes aware of the need to change the Scope of Services.

5.1.2 The CONSULTANT will not proceed with any change to the Scope of Service unless and until receiving written authorization to proceed from the CITY.

5.2. Changes in the Work. If, during the term of the AGREEMENT, the scope of the work changes substantially at the request of the CITY, or if the period of service is increased substantially due to circumstances beyond the reasonable control of the CONSULTANT, an additional fee shall be paid to the CONSULTANT. The additional work and the compensation, therefore, shall be in accordance with the CONSULTANT's standard billing rates and first agreed to by written change order.

SECTION 6 - GENERAL CONSIDERATION

6.1 Termination. The CITY shall have the right at any time for any reason whatsoever, to interrupt or terminate any part of or all of the work required of the CONSULTANT under this AGREEMENT, with a seven (7) day written notice of such interruption or termination transmitted to the CONSULTANT by the CITY. In the event of termination of any part of or all of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work performed to the satisfaction of the CITY and pursuant to this AGREEMENT through the date of termination. In order that the CONSULTANT shall receive payment under termination notice of any part of the work, all plans, drawings, tracing, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data collected or prepared in connection with the PROJECT shall be transmitted to the CITY in a form acceptable to the parties.

6.2 Insurance and Indemnification.

6.2.1 The CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

6.2.2 The CONSULTANT will maintain Professional Liability insurance on an claims made basis in the sum of not less than One Million Dollars (\$1,000,000).

6.2.3 In the event that the CONSULTANT fails for any reason to continue to maintain said professional liability insurance coverage in full force and effect at any time relevant to this AGREEMENT, this AGREEMENT will terminate.

6.2.4 The CONSULTANT will maintain General Comprehensive Liability insurance on an occurrence basis for bodily injury, death or loss or damages to property of third persons in a minimum amount of One Million Dollars (\$1,000,000).

6.2.5 The CONSULTANT shall secure and maintain, for the duration of this AGREEMENT, including any supplements thereto, Automotive Liability insurance covering the operations of all motor vehicles, including those hired or borrowed, used by the CONSULTANT and subcontractors in connection with this AGREEMENT in the following amounts:

6.2.5.1 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of one person and subject to that limit for each person, a total of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of two or more persons in any one accident or occurrence.

6.2.5.2 Not less than Five Hundred Thousand Dollars (\$500,000) for all damages arising out of injury to or destruction of property in any one accident or occurrence.

6.2.6 The CONSULTANT agrees to name the CITY as an Additional Insured on all policies, **except** Worker's Compensation and Professional Liability insurance. A Certificate of Insurance shall be provided to the CITY upon Contract execution and policy renewal.

6.2.7 Indemnification. The CONSULTANT shall defend, indemnify, and hold harmless the CITY, its officers and employees, from and against any and all losses suffered by the CITY, its officers and employees, and any and all claims, liabilities, or penalties asserted against the CITY, its officers and employees, by or on behalf of any person, on account of, based, or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions of the CONSULTANT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the statutory limits on liability applicable to the CITY. This covenant in shall survive the termination of this AGREEMENT.

6.3 Controlling Law. This AGREEMENT is to be governed by the laws of the State of New Hampshire.

6.4 Reuse of Documents. All documents, including but not limited to drawings, specifications, estimates, field notes, and other digital files, prepared by or for the CONSULTANT in the performance of the AGREEMENT are considered property of the CITY and, as such, may be used by the CITY without having to receive the CONSULTANT's permission to use the documents. Reuse of documents by the CITY shall not result in additional CONSULTANT liability.

6.5 Successors and Assignments

6.5.1 The CITY and CONSULTANT each is hereby bound and the partners, successors, executors, administrators and legal representatives of the CITY and the CONSULTANT are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.

6.5.2 Neither the CITY nor the CONSULTANT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent the CONSULTANT from

employing such independent professional associates and as the CONSULTANT may deem appropriate to assist in the performance of Services hereunder.

6.5.3 Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than the CITY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of the CITY and the CONSULTANT and not for the benefit of any other party.

SECTION 7 - SPECIAL PROVISIONS, DOCUMENTS AND SCHEDULES

7.1 The following documents are attached to or referenced and made part of this AGREEMENT:

- 7.1.1 Exhibit A, Scope of Services
- 7.1.2 Exhibit B, Payment Request Form
- 7.1.3 Exhibit C, Design Change Order Request Form

IN WITNESS WHEREOF, the Parties hereto have made and executed this AGREEMENT as of _____, 2020.

CITY:
CITY OF KEENE, NEW HAMPSHIRE

By: _____
Elizabeth A. Dragon, City Manager

Address for giving notice:
City Hall
3 Washington Street
Keene, NH 03431

CONSULTANT:

By: _____
Address for giving notice:

Exhibit A – Scope of Services

1. Project Overview

The City of Keene, New Hampshire (“City”) is seeking proposals from qualified consultants or companies to develop a program to aggregate the electrical load of electricity users within the City in compliance with all applicable provisions of [NH RSA 53-E](#) (“Community Power Law”), and any other applicable statute or regulation related to this process.

2. Background

In January 2019, the Keene City Council adopted a goal to source all electricity consumed in the City from renewable energy sources by the year 2030 and 100% of all thermal energy and energy used for transportation from renewable energy sources by the year 2050. The resolution further calls for the City to develop a strategic plan by December 2020 to meet these renewable energy goals through a transparent and inclusive stakeholder process. City staff from the Community Development Department are currently working with the City’s Energy and Climate Committee to develop an energy plan by the end of calendar year 2020.

Early in the planning process, Community Choice Aggregation (CCA) was identified by City staff and the Energy and Climate Committee as a key strategy to achieve the City’s renewable electricity goal. Therefore, a major goal of CCA is to increase the percentage of renewable energy within the power supply for electricity users within the City. Additional goals include providing greater choice for ratepayers in Keene, rate competitiveness with the base rate offered through Eversource, designing a program that other municipalities or counties in New Hampshire could choose to join, and providing an option for electricity users to “opt-up” to purchase 100% renewable electricity. The goals of the CCA program will be further defined through the development of a CCA plan.

3. Scope of Work

3.1 Develop Community Choice Aggregation Plan

In consultation with a local CCA Committee, the Consultant shall develop a CCA plan to aggregate the electrical load of electricity customers within the City of Keene. In addition to meeting all applicable provisions of [NH RSA 53-E](#), the plan shall allow the municipality to achieve emissions reductions through either the purchase of renewable energy above and beyond what is required by the state’s Renewable Portfolio Standard or another method and include the goals of the municipality as identified through public input during the planning process. The plan shall also allow for one or more opt-in rates that may result in more GHG emissions reductions than the plan’s default rate.

The Consultant shall perform all technical and legal aspects of analyzing load data and assessing current and future power supply needs for inclusion in the plan. The Consultant shall also include in the plan:

- a) Established procedures to respond to consumer queries and problems, power supplier problems, distribution company problems, media queries; and governmental shifts and proposed changes in policy;
- b) Recommended public education and information strategy to be used to support all phases of the aggregation program, including customer enrollment and updates and monitoring after enrollment;

- c) A plan for ongoing customer support including, but not limited to:
 - i. Webpage to host descriptive materials about program and its offerings, an opt-out option, and phone number and email address for questions about the aggregation;
 - ii. Monitoring all aspects of the municipal aggregation program and any resulting contracts from electricity suppliers, and resolving any contract issues;
 - iii. Commitment to attend meetings with municipal officials, as required;
 - iv. Provision of written reports on a periodic basis around customer participation and achievement of contract milestones and goals; and
 - v. Plan to continually analyze the development of marketing and regulatory issues and advise on any proposed legal or regulatory changes that might affect the municipal aggregation program.

3.2 Solicit Public Input & Submit CCA Plan for City Council Approval

The Consultant shall work with City staff and the CCA committee to solicit public input throughout the planning process and shall hold a minimum of one public meeting on the CCA plan prior to introduction of the document to City Council. At the conclusion of the planning process, the Consultant shall submit a plan to City Council for consideration. The Consultant shall be present at a minimum of one public hearing to present the CCA plan to City Council and hear comments from the public.

3.3. Preparation and Issuance of RFPs for Power Supply

The Consultant shall develop a Request for Proposals (RFP) for electricity supply for review and approval by **the Keene City Council or their designee**. The RFP should include, at a minimum, the following:

- a) A description of the load aggregation (the potential size of the aggregated load and the number of customers or accounts);
- b) Services and features desired;
- c) Qualification criteria to have a bid considered;
- d) Criteria used to select the supplier;
- e) Essential provisions of the standard contract between the chosen Competitive Supplier and the City on behalf of the participating consumers; and
- f) The term of service.

The Consultant shall assist the City with the review and analysis of all responsive and responsible bids from competitive suppliers, and shall be responsible for recommending the bid that is in the best interests of the City and meets the goals of the City's Aggregation Program. Bids from suppliers shall be evaluated based on price, the proposed contract terms and conditions, reputation of supplier, quality of service, extent to which service meets the City's needs, past relationship of the supplier with the City, and previous work experience with governmental agencies. Nothing herein shall preclude the City of Keene from having outside legal counsel review such a recommendation.

Any RFP issued by the Consultant on behalf of the City shall be reviewed and approved by **the City Manager**.

3.4. Negotiations for Power Supply

The Consultant shall act as the City's broker during the procurement process and shall provide all necessary technical and legal services during the negotiations with prospective suppliers. No contract negotiated by the Consultant shall allow the pass-

through of any additional cost or the assessment of any incremental charges for volumetric related adjustments, the impact of congestion charges, capacity charges or any other ancillary costs, fees or charges without the express, written approval of the City of Keene. Any negotiations shall include a requirement that billing for the provider shall be included in the electric bill from Eversource, its successors and assigns. Nothing herein shall preclude the City of Keene from seeking outside legal counsel review the terms and conditions of any negotiated contract.

3.5 Consumer Enrollment / Transition Process

After approval of the price and term of the agreement by the **City Council (or their designee)** with a Competitive Supplier, the Consultant shall take all measures necessary to effectuate the transfer of participating consumer data from the Local Distributor to the Competitive Supplier. The Consultant shall have established procedures to respond to:

- a) Participating consumer queries and issues;
- b) Competitive Supplier issues;
- c) Local Distributor issues;
- d) Media queries; and
- e) Governmental shifts and proposed policy changes.

3.6 Public Education and Notification

The Consultant shall prepare or cause to be prepared all informational and educational materials for the public and for the media, subject to the approval of **the City Manager**, including meetings with representatives from the media. The Consultant shall include a recommended public education and information strategy to be used as part of the City's Municipal Aggregation Program following customer enrollment and commencement of the power supply contract.

3.7 Ongoing Customer Support

The Consultant shall provide ongoing customer support that shall include, but not be limited to, the following:

- a) Providing a phone number and email address for customers who have questions about the aggregation and responding to questions received through those avenues in a timely manner;
- b) Providing a web site where ratepayers can seek information related to the Aggregation Program;
- c) Monitoring all aspects of the municipal aggregation program and any resulting contracts from electricity suppliers, and resolving any contract issues;
- d) Attending meetings with municipal officials, as required;
- e) Providing written reports on a periodic basis around customer participation and achievement of contract milestones and goals; and
- f) Continually analyzing the development of marketing and regulatory issues and advising on any proposed legal or regulatory changes that might affect the municipal aggregation program.

3.8 Administration of Municipal Aggregation Program

The Consultant will administer and provide technical oversight of the City's Municipal Aggregation Program, including:

- a) Monitor and report on compliance by the Competitive Supplier with all contract terms and conditions and resolve contract issues;
- b) Administer the opt-out process for participating consumers;
- c) Participation in negotiations with Competitive Suppliers and the Local Distributor as it relates to the procurement for the Municipal Aggregation Program;

DRAFT – NOT YET REVIEWED BY CITY ATTORNEY

- d) Prepare written reports on the ongoing operations of the City's Municipal Aggregation Program to be submitted on a **quarterly basis** to the City and as requested by the City Manager; and routine updates and attendance at meetings with City staff and officials;
- e) Conduct ongoing power supply market analyzes to determine optimal times to procure subsequent supply contracts;
- f) Conduct ongoing review of market and regulatory issues and advise the municipality on any proposed changes in law or regulation which may affect the aggregation program;

4. Selection Process

The City may conduct interviews of some, all, or none of the firms submitting proposals. The City reserves the right to waive technical irregularities in submissions or to reject any or all proposals if to do so is in the best interest of the City. Please note, the Consultant shall not be owned or be a subsidiary of any Competitive Supplier.

Following review by a selection committee comprised of at least three City staff, a recommendation will be made to the **[Finance, Organization and Personnel?]** Committee of the City Council through the City Manager's office. This committee will make their recommendation to the City Council which has the final authority with respect to the acceptance or rejection of the recommendation.

4.1 Evaluation Criteria

Evaluation criteria shall include, but not be limited to, the following:

- a) Demonstrated ability to provide all of the services described in Section 3
- b) Compliance with all Submission Requirements listed in Section 4
- c) Relevant experience of the Consultant and proposed project team
- d) Project Understanding
- e) Demonstrated ability to develop and complete an electrical or municipal aggregation process on a timely basis.
- f) Cost Proposal
- g) References
- h) Firm Location



City of Keene
New Hampshire

EXHIBIT B

Payment Request Form		
Payment Request No. _____	Date of Request: _____	
Project Title: Community Choice Aggregation (CCA) Consulting Services ,		
RFP No. 02-21-02		
Professional Services for period beginning _____ through _____.		
Description of Service (broken down by task/item and the compensation being requested):		
A. Total Amount Requested (this request):	_____	
B. Previously Invoiced Amounts:	_____	
C. Total Expended To Date (A+B):	_____	
D. Authorized Contract Amount:	_____	
Total Authorization Remaining (D-C):	_____	
Contractor: _____	Approved: _____	Reviewed: _____
Title: _____	Project Manager	Finance Director
Date: _____	Date: _____	Date: _____



City of Keene
New Hampshire

EXHIBIT C

Design Change Order Request		
Change or Work Request No. _____ Date: _____		
Project Title: <u>Community Choice Aggregation (CCA) Consulting Services</u> , <u>RFP No. 02-21-02</u>		
Description of Change in Scope: <i>Complete description of change in scope and additional services being rendered.</i>		
Fee Adjustment Amount (This change):	_____	(Not to Exceed)
Prior Contract Amount:	_____	(Not to Exceed)
Total Adjusted Contract Amount:	_____	(Not to Exceed)
Request Approval:	Recommend Approval:	Recommend Approval:
_____	_____	_____
CONSULTANT	Finance Director	_____
Date: _____	Date: _____	Date: _____
Approved:		
_____	Date: _____	
City Manager		

► **COVID-19 Pandemic Response - LEARN MORE (</alerts/covid-19-pandemic-response-learn-more>)**



**RESOURCES &
PUBLICATIONS
([/RESOURCES-
PUBLICATIONS](/resources-publications))**

COVID-19
Resources
([/covid-19-
resources](/covid-19-resources))

Advertising
Opportunities
([/advertising-
opportunities](/advertising-opportunities))

Classifieds
(</classifieds>)

Municipal
Directory
([/municipal-
directory](/municipal-directory))

NHMA Shop
(</store>)

NewsLink
(</newslink>)

Product &
Service
Directory
(/product-
service-
directory)

Surveys and
Data (/surveys-
and-data)

Town & City
Magazine
(/town-city-
magazine)

[Home \(/\)](#) [Resources & Publications \(/resources-publications\)](#)
[Town & City Magazine \(/town-city-magazine\)](#)

Community Choice Aggregation (CCA) Empowers Municipalities to Take Control of their Community's Energy Costs

Freedom Energy Logistics



There is a palpable excitement moving across New Hampshire’s energy landscape. While we were all focused on net metering caps and RPS changes, the legislature quietly passed Community Choice Aggregation (“CCA”), HB 286.

New Hampshire

Town and City

Magazine -

May/June 2020

Community Choice Aggregation (CCA) Empowers Municipalities to Take Control of their Community's Energy Costs (/town-city-article/community-choice-aggregation-cca-empowers-municipalities-take-control-their)

On a municipal level, this is perhaps the most impactful energy legislation of the last 10 years. While many communities have made great strides to increase their commitment to a sustainable future, there is only so much a municipality has control over outside of their campus accounts. Would it not be great if communities had a vehicle with which to enter into long term retail and wholesale power purchase agreements for both themselves, and for all rate payers within their city limits? That vehicle is CCA.

CCA empowers the community to make the most of their aggregated portfolio and take advantage of market offerings or renewable options that the utility may be unable or un-willing to offer. The utility companies are concerned with keeping on our lights, making sure our meters work and the power lines are maintained. They do not make any money selling us the underlying kwh so there is little incentive for them to innovate their Standard Offer.

The utility Standard Offer is as its name implies... standard. Typically, the Standard offer is a fixed rate that gets set every 6 months or so and never with more than the statutorily mandated renewable mix, or 'RPS Standard'. It is intended to be a service of last resort and when viewed in that light it is easy to see how CCA is a superior choice for both the municipality and its ratepayers.

What are the advantages of CCA for ratepayers?

Roughly 90% of the large commercial and industrial rate payers in New Hampshire use a third-party electricity supplier other than their utility company, yet less than 30% of the residential marketplace does the same. While both customer classes have access to the electricity markets, such access is hardly equal. The larger users in the state have the benefit of their portfolio size as both a leverage mechanism and a lure when dealing with the supplier marketplace. Whereas a stand-alone residence may consume 750 kwh per month, a manufacturer like Stonyfield consumes millions of kwh. Residential offerings are typically 'take-it-or-leave-it' with punitive out-of-contract rates should the unsuspecting homeowner fail to renew when their contract expires.

Price is another area of significant disparity. With the power markets at near historic lows, some commercial and industrial users are seeing long-term rates in the low 6 and even high 5 cent per kwh range. Meanwhile a quick glance of the PUC's helpful rate comparison website (<https://www.puc.nh.gov/ceps/ResidentialCompare.aspx?choice=Eversource> (<https://www.puc.nh.gov/ceps/ResidentialCompare.aspx?choice=Eversource>)) shows the lowest rate around 7.7 cents per kwh and the highest at over 13!

Community Leaders Join Together to Develop Community Power New Hampshire (/town-city-article/community-leaders-join-together-develop-community-power-new-hampshire)

Moving Toward a More Democratized Electric System (/town-city-article/moving-toward-more-democratized-electric-system)

Improving the Resiliency of New Hampshire's Buildings (/town-city-article/improving-resiliency-new-hampshire%E2%80%99s-buildings)

What Every New Hampshire Town & City Needs to Know About Solar Energy Today (/town-city-article/what-every-new-hampshire-town-city-needs-know-about-solar-energy-today)

NHMA's Government Finance Director, Barbara Reid, to Retire in June! (/town-city-article/nhmas-government-finance-director-barbara-reid-retire-june)

LEGAL Q&A: Using Revolving Funds for Municipal Group Net Metering (/town-city-article/legal-qa-using-revolving-funds-municipal-group-net-metering)

HR REPORT: Proposed "Card Check" Union Election Bills - Historical Context for an Old Proposal (/town-city-article/hr-report-proposed-card-check-union-election-bills-%E2%80%93-historical-context-old)

NHARPC CORNER: Rail Trail Planning in New Hampshire Enhancing Transportation, Recreation, Economies, and Health (/town-city-article/nharpc-corner-rail-trail-planning-new-hampshire-enhancing-transportation)

CCA is the only mechanism that can truly level the playing field. In some cases, it can even tilt that field in the direction of the smaller user. A successful CCA program in Manchester or Nashua would have a larger kwh portfolio than the largest businesses in the state. When presented with the opportunity to serve large customer aggregations, suppliers jump at the chance to bid and are willing to make significant concessions to secure the business. In fact, it's not uncommon in more mature markets for suppliers to use supply contracts written by the municipality running the CCA. This adds a layer of comfort and contract security rarely enjoyed in the commercial and industrial markets. When the municipality authors the agreement it tends to be a more consumer friendly contract than otherwise industry standard.

So, What's in it for the Communities?

Our client communities often ask us, "What benefit does the municipality derive from going through the efforts to launch a CCA?" Regardless of the model that a municipality pursues, each community is different. But it can be said that CCA has something for everyone.

In Massachusetts, many of the 150 communities that participate in an active CCA program raise money via their CCA, designated to energy related improvements in their community. They may instruct the supplier serving their community to embed a small fee in the supply rate and then use those proceeds to offset the cost of street lighting upgrades, installation EV chargers, rooftop solar or even up-graded time of use metering. The City of Lebanon plans on such creative uses of CCA.

In coming years, Lebanon dreams of providing every ratepayer in the community with time of use (TOU) meters. Time of use meters allow for numerous possibilities such as time of use pricing and demand-side management. By 2022 Lebanon may have the capability of alerting all of its rate payers to the annual system peak and encourage power curtailments in exchange for significant drops in power rates. It's entirely voluntary, but when there are material savings versus the Standard Offer such programs can be a real win-win for both municipality and ratepayer.

TECH INSIGHTS: Is Your IT Ready to Support Remote Work? (/town-city-article/tech-insights-your-it-ready-support-remote-work)



From Left to Right: Londonderry Town Officials Kirby Brown, Executive Assistant, Steve Cotton, Administrative Support Coordinator and Kevin Smith Town Manager with the Freedom Energy Logistics team, Bart Fromuth, Chief Operating Officer, Thomas Carter, Director of Business Development & Public Relations, and Loren Stacey, Director of CCA & Recruiting. Londonderry is looking to utilize CCA to off set a recent increase in property taxes and will pass the savings to their residents.

The Town of Londonderry, for in-stance, is looking to utilize CCA as a mechanism to offset recent increases in property taxes. "If we can help our residents get some relief on the energy front, it goes a long way towards helping to bring down a cost of living that always seems be on the rise," says Town Manager Kevin Smith. "Our goal via CCA is to prioritize savings and contract security above all else." Londonderry will not be embedding any additional cost in their CCA rate but passing all savings on to their residents.

The City of Nashua is another example of how CCA can be used in innovative ways. Nashua owns a set of hydro dams, one of which is in the virtual net metering program but the other is not eligible due to size. As such, Nashua has difficulty getting a price per kwh that makes sense on a long-term agreement, given how low natural gas prices have fallen and power rates with them. Nashua's solution? CCA, of course! With CCA Nashua can build their hydro production into the base load of their CCA program and get a price per kwh that has them in the black. Since the hydro dams make up such a small portion of Nashua's total aggregated CCA load, they will still be able to offer their rate payers deep savings in yet another win-win scenario.

Sustainability is a key feature in the motivations of numerous municipalities throughout the state. CCA can provide a level of community-wide purchasing control, not offered or enjoyed through any other mechanism or program. Several communities, like the Town of Hanover, have made a commitment to reach 100% renewable energy for the town by 2030. Absent a program like CCA, Hanover would be able to follow through on this commitment for their municipal accounts but would have no authority or mechanism to achieve this goal for its residents or businesses. While CCA is not a mandatory program, it eliminates most of the customer acquisition cost and becomes the default electricity program for the town. This means that Hanover will be making purchasing decisions for roughly 80% of its households and will likely choose to make their base line CCA offering 100% renewable, meeting some of their community benchmarks well-ahead of schedule.

Another approach to sustainability that has been widely discussed amongst municipalities would be to work in locally owned and operated renewable generators as part of a municipality's aggregation plan. Communities like Derry are looking at installing solar arrays greater than 1MW. With an active CCA program, they will be able to lease town land to the array, while including the facility's production in the baseline offering to the community.

There was significant hope and later frustration surrounding HB 365 last year when the legislature passed the net metering limit to 5MW. Although the bill was eventually vetoed, many communities were far along the process of taking advantage with new solar development should it have passed. Those weary of losing forward momentum with their solar initiatives have turned to CCA as a not only a viable Plan B, but perhaps as a superior Plan.

What are the Obstacles?

CCA is the energy buzzword of the day, to be sure. As we move from theoretical to reality, we are reminded of one of the reasons we want CCA to begin with- utilities prefer the status quo. Utilities are not bad actors; they merely act in their best interests as with most market forces. Their interests reward sameness. CCA is a market-driven solution to this fealty and embrace of sameness and allows the community to essentially replace the standard offer in hopes that progress on cost and innovation will be entrusted to an entity, the municipality, which is incentivized to make such changes.

While we are still in the beginning phases of this CCA market here in NH, we were recently reminded at the CCA technical session held at the NH Public Utilities Commission, that Eversource and the other utilities will not venture into this as willing partners. Eversource has openly refused to provide the customer account-level data necessary to effect successful program enrollment without express and affirmative permission from every rate payer in the program. For a city like Nashua, this could mean tens of thousands individual authorizations which is both impractical and in direct contradiction to the intent of the legislation.

RSA 53-E:4, VI clearly states that an "approved aggregation may use the individual customer data to comply with the provisions of RSA 53-E:7, II." Considering that individual account and meter data are necessary to comply with RSA 53-E:7, II and the opt out/enrollment process, it cannot be credibly argued that the utilities may withhold such data from an approved CCA.

The solution to these objections brought forth by the utilities is found on one of two paths, legislative or rule making. The legislative path is likely the most efficient and least dilatory. Senator French and Feltes both have pending legislation before the general court specifically dealing with CCA policy and a few added words explicit direction to the utilities would render their arguments null and void. The rule making path, which is the clear and obvious choice of the utilities, would likely find a similar conclusion to the legislative but at significant additional cost, that cost being lost time and lost momentum. The rule making process has its strengths, but speed is unfortunately not among them.

Another obstacle to successful statewide implementation of CCA comes from the way in which our utility billing platforms are set up. At present, third party suppliers have the option to bill customers directly or to piggyback on the utility billing platform such that their supply appears as a line item on the overall utility bill. CCA's around the country typically opt to save cost and administration by billing through the utility. In New Hampshire however, there is one key policy difference that sets us apart from the other states with robust CCA and that is the "Purchase of Receivable" (POR). Under the POR structure, the utility is tasked with collecting customer payment because they have the authority to disconnect for non-payment. The third party supplier billing on their platform is paid in full by the utility for every kwh that is invoiced, for a small fee, and anything the utility does not collect can be rolled into the next rate case as bad debt (same as if the customer was buying from the utility's standard offer). Converting to a POR system has been debated, extensively, two times thus far during the ear of electric deregulation, both times unsuccessfully. Given that that sentiment against POR has likely not changed in the last few years, Senators French and Feltes sponsored legislation that brought us closer to the pin and would be viewed more favorably than the current billing options we have in place. After all, without interested third-party power suppliers interested in bidding on NH based CCA's, a functional and robust program is not possible.

Both Feltes' and French's bills seek to direct the utilities to split all incoming CCA related customer payments 50/50 between the utility and the third-party supplier. Under current guidelines, the utility must be paid in full for their transmission and distribution service before the first penny gets sent to the third-party supplier. This scares off many would-be respondents to CCA RFP's because they must accept all ratepayers in the community regardless of their payment history or credit score. Thus, there is significant credit risk and anyone slow-paying their utility bills could keep their lights on indefinitely by merely paying 50% of their power invoice. As such, third party suppliers would rather not bid than to take on that level of payment risk. And rightly so. Therefore, it is critical that either French's or Feltes' proposed legislation reach the Governor's desk for signature, otherwise we will be well into 2021 before this particular problem is resolved.

So, we continue to tweak and improve this new law. The possibilities ahead for each community are both exciting and varied. We encourage communities to begin understanding how the many nuances of CCA will best benefit them and begin designing a CCA plan for their residents. As their goals come into vision, their voices can join with others in advocating for particular changes and they will be positioned to benefit most from this compelling new vehicle in the evolution of our local energy options.

If you or your community are unfamiliar with CCA or would like more information, we recommend reaching out to our dedicated team or logging on to our website at www.communitychoicenh.com (<http://www.communitychoicenh.com>). This resource contains robust content, including our full 45 minute presentation at the 2019 NHMA conference.

About Freedom Energy Logistics: FEL is an energy management firm based in Auburn, N.H., that specializes in unique methods of electricity and natural gas supply purchasing. Founded in 2006, FEL serves the region's largest manufacturers, municipalities and businesses. Pioneering the 'Direct-to-Grid' movement, many of Freedom's customers source wholesale energy direct from the ISO NE Pool. FEL is among the thought leaders for Community Choice Aggregation in New Hampshire. FEL is named twice to the Inc. 5000 list of fastest growing companies in America and to the list of Fastest-Growing Family Businesses in NH by Business New Hampshire Magazine. Stay Work Play's Coolest Company for Young Professionals. Led by father and son duo Gus and Bart Fromuth, they were awarded Business Excellence Awards from New Hampshire Business Review in 2019 and 2016.

For more information visit <http://www.felpower.com> (<http://www.felpower.com>) or call 603.625.2244.



New Hampshire Municipal Association

25 Triangle Park Dr.

Concord, NH 03301

603.224.7447

nhmainfo@nhmunicipal.org (<mailto:nhmainfo@nhmunicipal.org>)

Contact NHMA (<mailto:nhmainfo@nhmunicipal.org>)

Member Login (/user)

Classifieds (/classifieds)

Public Notices (/public-notice)

Site Map (/sitemap)

TITLE III

TOWNS, CITIES, VILLAGE DISTRICTS, AND UNINCORPORATED PLACES

CHAPTER 53-E

AGGREGATION OF ELECTRIC CUSTOMERS BY MUNICIPALITIES AND COUNTIES

Section 53-E:1

53-E:1 Statement of Purpose. – The general court finds it to be in the public interest to allow municipalities and counties to aggregate retail electric customers, as necessary, to provide such customers access to competitive markets for supplies of electricity and related energy services. The general court finds that aggregation may provide small customers with similar opportunities to those available to larger customers in obtaining lower electric costs, reliable service, and secure energy supplies. The purpose of aggregation shall be to encourage voluntary, cost effective and innovative solutions to local needs with careful consideration of local conditions and opportunities.

Source. 1996, 192:2, eff. Aug. 2, 1996.

Section 53-E:2

53-E:2 Definitions. –

In this chapter:

- I. "Aggregation" means the grouping of retail electric customers to provide, broker, or contract for electric power supply and energy services for such customers.
- II. "Aggregator" means, unless the context indicates otherwise, a municipality or county that engages in aggregation of electric customers within its boundaries.
- III. "Commission" means the public utilities commission.
- IV. "Committee" means the electric aggregation committee established under RSA 53-E:6.
- V. "County" means any county within the state.
- VI. "Municipality" means any city, town, unincorporated place, or village district within the state.

Source. 1996, 192:2, eff. Aug. 2, 1996. 2019, 316:1, eff. Oct. 1, 2019.

Section 53-E:3

53-E:3 Municipal and County Authorities. –

Any municipality or county may:

I. Aggregate the retail electric customers within its boundaries who do not opt out of or who consent to being included in an aggregation program.

II. (a) Enter into agreements and provide for:

(1) The supply of electric power.

(2) Demand side management.

(3) Conservation.

(4) Meter reading.

(5) Customer service.

(6) Other related services.

(7) The operation of energy efficiency and clean energy districts adopted by a municipality pursuant to RSA 53-F and as approved by the municipality's governing body.

(b) Such agreements may be entered into and such services may be provided by a single municipality or county, or by a group of such entities operating jointly pursuant to RSA 53-A.

Source. 1996, 192:2, eff. Aug. 2, 1996. 2019, 316:2, eff. Oct. 1, 2019.

Section 53-E:3-a

53-E:3-a Municipal Aggregators Authorized. – Municipal aggregators of electricity load under this chapter, and municipalities operating municipal electric utilities under RSA 38, are expressly authorized to aggregate other services commonly and regularly billed to customers. Municipalities may operate approved aggregation programs as self-supporting enterprise funds including the use of revenue bonds pursuant to RSA 33-B and RSA 374-D and loans from other municipal enterprise funds as may be approved by the governing body and the legislative body of the municipality. Any such loans from other municipal enterprise funds shall be used for purposes that have a clear nexus to the primary purposes of such other funds, such as generation, storage, or sale of power generated from sites, facilities, or resources that might otherwise be operated or produced by the other enterprise fund. Nothing in this chapter shall be deemed to limit the capacity of customers to select any service or combination of services offered by such municipal aggregators or to limit the municipality from combining billing for any or all utility services.

Source. 1997, 298:20, eff. June 20, 1997. 2019, 316:2, eff. Oct. 1, 2019.

Section 53-E:3-b

53-E:3-b Use of "Community Power" as a Name Reserved. – The use of the term "Community Power" following the name of a municipality or county shall be reserved for the exclusive use by such entity as a name for proposed or approved municipal or county aggregations. Aggregations operated jointly by a group of such entities pursuant to RSA 53-A may adopt an appropriate identifying name in conjunction with the term "Community Power" as a name.

Source. 2019, 316:3, eff. Oct. 1, 2019.

Section 53-E:4

53-E:4 Regulation. –

- I. An aggregator operating under this chapter shall not be considered a utility engaging in the wholesale purchase and resale of electric power and shall not be considered a municipal utility under RSA 38. Providing electric power or energy services to aggregated customers within a municipality or county shall not be considered a wholesale utility transaction. However, a municipal or county aggregation may elect to participate in the ISO New England wholesale energy market as a load serving entity for the purpose of procuring or selling electrical energy or capacity on behalf of its participating retail electric customers, including itself.
- II. The provision of aggregated electric power and energy services under this chapter shall be regulated by this chapter and any other applicable laws governing aggregated electric power and energy services in competitive electric markets.
- III. Transmission and distribution services shall remain with the transmission and distribution utilities, who shall be paid for such services according to rate schedules approved by the applicable regulatory authority, which may include optional time varying rates for transmission and distribution services that may be offered by distribution utilities on a pilot or regular basis. An aggregator shall not be required to own any utility property or equipment to provide electric power and energy services to its customers.
- IV. For the purpose of obtaining interval meter data for load settlement, the provision of energy services, and near real-time customer access to such data, a municipal and county aggregator may contribute to the cost of electric utility provided meter upgrades, jointly own revenue grade meters with an electric utility, or provide its own revenue grade electric meter, which would be in addition to a utility provided meter, subject to the commission finding in the public good and approval of the terms and conditions for such arrangements, including sharing or transfer of meter data from and to the electric distribution utility.
- V. Municipal or county aggregations that supply power shall be treated as competitive electricity suppliers for the purpose of access to the electric distribution utility's electronic data interface and for ceasing operations.
- VI. Municipal or county aggregations shall be subject to RSA 363:38 as service providers and individual customer data shall be treated as confidential private information and shall not be subject to public disclosure under RSA 91-A. An approved aggregation may use individual customer data to comply with the provisions of RSA 53-E:7, II and for research and development of potential new energy services to offer to customer participants.

Source. 1996, 192:2, eff. Aug. 2, 1996. 2019, 316:4, eff. Oct. 1, 2019.

Section 53-E:5

53-E:5 Financial Responsibility. – Retail electric customers who choose not to participate in an aggregation program adopted under RSA 53-E:7 shall not be responsible for, and no entity shall require them to pay, any costs associated with such program, through taxes or otherwise except for electric power supply or energy services consumed directly by the municipality or county, or incidental costs, which may include costs necessary to comply with the provisions of this chapter up to the time that the aggregation starts to produce revenue from participating customers.

Source. 1996, 192:2, eff. Aug. 2, 1996. 2019, 316:4, eff. Oct. 1, 2019.

Section 53-E:6

53-E:6 Electric Aggregation Plan. –

- I. The governing body of a municipality or county may form an electric aggregation committee to develop a plan for an aggregation program for its citizens. A municipality or county may join other municipalities or counties in developing such plans.
- II. The plan shall provide universal access, reliability, and 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, and shall meet, at a minimum, the basic environmental and service standards established by the commission and other applicable agencies and laws concerning aggregated service.
- III. The plan shall detail:
 - (a) The organizational structure of the program.
 - (b) Operation and funding.
 - (c) Rate setting and other costs to participants, including whether energy supply services are offered on an opt-in basis or on an opt-out basis as an alternative default service.
 - (d) The methods for entering and terminating agreements with other entities.
 - (e) The rights and responsibilities of program participants.
 - (f) How net metered electricity exported to the distribution grid by program participants, including for group net metering, will be compensated and accounted for.
 - (g) How the program will ensure participants who are enrolled in the Electric Assistance Program administered by the commission will receive their discount.
 - (h) Termination of the program.
- IV. The committee shall approve a final plan which the committee determines is in the best, long-term interest of the municipality or county and the ratepayers.
- V. The committee shall solicit public input in the planning process and shall hold public hearings.

Source. 1996, 192:2, eff. Aug. 2, 1996. 2019, 316:4, eff. Oct. 1, 2019.

Section 53-E:7

53-E:7 Aggregation Program. –

- I. The governing body of a municipality or county may submit to its legislative body for adoption a final plan for an aggregation program or any revision to include an opt-out default service program, to be approved by a majority of those present and voting.
- II. If the plan is adopted or once adopted is revised to include an opt-out alternative default service, the municipality or county shall mail written notification to each retail electric customer within the municipality or county. To enable such mailed notification and notwithstanding RSA 363:38, after an aggregation plan is duly approved the electric distribution utility or utilities serving an adopting municipality or county shall provide to such municipality or county a current list of the names and mailing addresses of all their electric customers taking distribution service within the municipality or county. Notification shall include a description of the aggregation program, the implications to the municipality or county, and the rights and responsibilities that the participants will have under the program, and if provided on an opt-out basis, the fixed rate

or charges that will apply. No retail electric customer shall be included in a program in which the customer does not know all of the rates or charges the customer may be subject to at least 30 days in advance of the customer's application and has the option, for a period of not less than 30 days from the date of the mailing, to opt out of being enrolled in such program, unless the customer affirmatively responds to the notification or requests in writing to be included in the program.

III. Within 15 days after notification of the plan has been sent to retail electric customers in the service area, a public information meeting to answer questions on the program shall be held.

IV. Services proposed to be offered by or through the aggregation shall be on an opt-in basis unless the approved aggregation plan explicitly creates an opt-out alternative default energy service program where the rate or price is known at least 30 days in advance of its application and, for a period of not less than 30 days from the date notification is mailed, the customer has the opportunity to opt out of being enrolled in such program, by return postcard, website, or such additional means as may be provided. Customers who are on default service provided by an electric distribution utility shall be automatically enrolled in an aggregation provided alternative default service if they do not elect to opt out. Customers opting out will instead remain on default service. Customers taking energy service from a competitive electricity supplier shall not be automatically enrolled in any aggregation program, but may voluntarily opt in. New customers to the electric distribution utility after the notification mailing required by paragraph II shall be given a choice of enrolling in utility provided default service or aggregation provided default service, where such exists. New customers shall be informed of pricing for each when they apply for service. Such new customers may also enroll with a competitive electricity supplier. New customers who do not make such a choice shall be enrolled in the default service of any geographically appropriate approved aggregation, or, if none exists, the utility provided default service. Municipal aggregations shall take priority or precedence over any county aggregations. Customers automatically enrolled in a municipal or county provided default service shall be free to elect to return to utility provided default service or to transfer to a competitive electricity supplier with adequate notice in advance of the next regular meter reading by the distribution utility, in the same manner as if they were on utility provided default service or as approved by the commission.

V. Once adopted, an aggregation plan and program may be amended and modified from time to time as provided by the governing body of the municipality or county. In all cases the establishment of an opt-out default service program shall be approved as provided in paragraph I.

VI. The commission may adopt rules, under RSA 541-A, to implement this chapter, including but not limited to rules governing the relationship between municipal or county aggregators and distribution utilities, metering, notice of the commencement or termination of aggregation services and products, and the reestablishment of a municipal or county aggregation that has substantially ceased to provide services. Where the commission has adopted rules in conformity with this chapter, complaints to and proceedings before the commission shall not be subject to RSA 541-A:29 or RSA 541-A:29-a.

Source. 1996, 192:2, eff. Aug. 2, 1996. 2019, 316:4, eff. Oct. 1, 2019.

Section 53-E:8

53-E:8 Other Aggregators. – Nothing in this chapter shall preclude private aggregators from operating in service areas served by municipal or county aggregators.

Source. 1996, 192:2, eff. Aug. 2, 1996.

City of Keene
NEW HAMPSHIRE

AD HOC COMMUNITY POWER COMMITTEE

Rules of Procedure

1. **Meetings:** Meeting times and dates are to be determined by members of the Ad hoc Community Power Committee (hereinafter “Board”). All meetings must be open to, and accessible by, the public. Meeting times and locations will be posted at least twenty-four (24) hours in advance of any such meeting in two (2) appropriate places, one of which may include the City’s website in accordance with RSA 91-A:2. At least three (3) meetings shall be held each calendar year.
2. **Minutes:** Minutes of such meetings shall be kept in accordance with RSA 91-A:2, and shall include the following: the name of the Board; date, time and location of the meeting; the members present; the members absent; the time that the meeting was called to order and by whom; motions or other actions taken including who made the motion and who seconded; who voted and how; who recused and the reason for recusal, and whether the action passed or failed; the names of persons appearing before the Board; the subject matter discussed; the time the meeting adjourned; the name of the minute taker. If there is no minute taker specifically assigned to the Board, the Chair shall designate an appropriate individual for this purpose. Within 5 days of the close of the meeting of the Board, the minute taker shall submit the draft minutes to the Staff Liaison for the Board. The Chair, or Vice-Chair, shall review the draft minutes and may make such corrections as are necessary to ensure that information required to be included in the minutes of such meetings is accurate. Examples of appropriate corrections include spelling of names, grammar, citations, and technical jargon. In no case shall a correction alter what was said or discussed at the meeting, or the result of any action taken. All corrections shall be made with “track changes” or a similar feature turned on so that other Board members are aware of any such corrections. If extensive revisions are being requested by a member, the Board should conduct the review at the end of the regular agenda items. Once approved, meeting minutes shall be immediately filed with the City Clerk.
3. **Quorum:** A quorum shall consist of a majority (a minimum of 50% plus 1) of the total eligible number of members that may be appointed to the Board, either under state law or by City Code, regardless of the number of members actually appointed. Board business shall not be conducted in the absence of a quorum. An available alternate member shall be appointed by the Chair in the absence of a regular member to form a quorum, and shall be appointed by the Chair at any time in the absence of any regular member. Unless the appointed alternate member becomes unable to continue to participate, the alternate member so appointed should continue to serve in the place of the absent regular member if a matter under consideration by the Board extends over multiple meetings, and/or until that matter has been completed. A quorum of the Board shall always be physically present at the location specified in the public notice, and no Board business shall be conducted through email or other electronic communication that does not allow the public to hear, read or otherwise discern the meeting discussion. A member may participate by telephone or other electronic communication when the member’s attendance is not reasonably practical, the reason for absence is stated in the minutes, and all participants, including the public, are able to

hear, read and discern the meeting discussion. Email communications among the Board or between the Board and Staff Liaison shall be used only for the transmittal of administrative matters such as scheduling or the transmittal of information to be acted upon at the public meeting. Board business shall not be conducted in any manner other than at a duly noticed public meeting.

4. **Elections:** At the first meeting of the new calendar year the Board shall elect, by simple majority, a Chair and a Vice-Chair.

5. **Presiding Officer:**

- A. The Chair shall preside over the meeting and call the members to order.
- B. In case of absence of the Chair, if a quorum is determined to be present, the Board shall proceed with the Vice-Chair acting as the presiding officer.
- C. In the event that both the Chair and Vice-Chair are absent, and if a quorum is determined to be present, the Board shall proceed to elect a Board member, by majority vote of those present, as Temporary Chair of the meeting until the presiding officer appears.

6. **Right of Floor:** The Chair shall control the meeting. When recognized by the Chair, a member of the Board or the public, shall respectfully address the members of the Board and shall confine themselves to the question under debate, avoid personal comments, and refrain from impugning the motives of any other individual's argument or vote. The Chair shall act on all proper motions for which there is a second. A motion to call the question shall require two-thirds (2/3) vote and is not debatable.

7. **Order of Business:** The business of all regular meetings shall be transacted in the following order:

- A. Call to order.
- B. Roll call of attendance.
- C. Acceptance of minutes of preceding meeting.
- D. Board business on meeting agenda.
- E. New business
- F. Adjournment.

8. **Meeting Agenda:** The meeting agenda shall be prepared by the Staff Liaison on consultation with the Chair, or in the absence of a Staff Liaison, by the Chair. Items to be placed on the meeting agenda must be received by the Staff Liaison a minimum of five (5) business days prior to the scheduled meeting. No subject matter that is not on the agenda shall be discussed at the meeting, but shall be referenced under New Business and shall be placed on the agenda for discussion at the next regular meeting.

9. **Communications:** Communications to be introduced to the Board must be signed by the person introducing the same, either by hand or scanned and submitted electronically, must give his or her residential address or mailing address, if different, at which he or she can be notified of meetings, and telephone number, if available. Communications not containing all of the above will not be accepted by the Staff Liaison, or by the Chair, and will not be placed on the agenda of

the Board. Communications addressed to a Board member of a personal or argumentative nature shall not be introduced in the meeting. Any email communication directly to a member of the Board relating to a matter before the Board must be provided to Staff Liaison, or to the Chair, for compliance with this paragraph and for inclusion in the record. If the Board decides to submit a written memorandum on a matter before it to the City Council, it shall direct the Staff Liaison to draft the memorandum for review and approval by the Chair prior to submission to the City Council.

10. **Order of Business - Out of Order:** The Chair may permit any item of business to be taken out of the regular order as set by the agenda unless there is an objection by a Board member in which case a majority of the Board may vote to take the item out of order.

11. **Reports:** When required, the Board shall issue a Majority Report as “Informational” or as a Recommendation to the City Council based on the findings of the Board. A simple majority of the quorum shall be sufficient for the report.

12. **Tie Vote:** In case of a tie vote on any motion or recommendation, said motion or recommendation shall be deemed defeated.

13. **Reconsideration:** After the decision of any question, any member who voted with the prevailing side may move for reconsideration for that action at the next regular meeting of the Board. For the purposes of this Rule, the next regular meeting of the Board shall be the next regularly scheduled meeting of the Board which is at least ten (10) days after the meeting of the Board at which the decision to be reconsidered occurred. The Board member shall submit a written notice and the question shall be placed on the agenda in accordance with these Rules of Procedure (“Rules”). A motion to reconsider shall require a majority vote of the Board members present. If the motion to reconsider is approved, then the matter shall be before the Board for further discussion and appropriate action. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made. If the original vote is sustained at the next regular meeting as defined herein, the Board shall have no further right of reconsideration on the question.

14. **Conflict of Interest:**

- A. Every member present when a question is placed before the Board shall vote thereon, except when the member has a conflict of interest in the matter as defined by Article VI, Conflict of Interest, and Section 25, Communications, of the Charter of the City of Keene. A conflict may exist when a Board member’s spouse, civil union partner, parent, child, or other member of the Board member’s immediate family has a conflict. A conflict exists when a business or individual has a matter before the Board and the Board member is employed by the business, or is otherwise a party in interest. If the conflict becomes known prior to a Board meeting, the Board member shall file the written particulars of the conflict of interest with the Staff Liaison for inclusion on the Board agenda. If the conflict becomes known to the Board member during a meeting, the Board member should immediately disclose the particulars of the conflict of interest. The question of whether or not a conflict exists will then be decided by a majority vote of Board

members present. When such a conflict exists, the member having the conflict shall be recused and shall be prohibited from participating in the discussion and shall not vote on the matter. No Board member having a conflict of interest may discuss the matter in which they have a conflict with any other Board member in any other place or any other time.

- B. Any Board member having reasonable grounds to believe that another Board member has a conflict of interest may raise the issue on their own motion. The question will then be decided as set forth above.

15. **Non-Public Session:** City Boards and Commissions may not enter a non-public session without prior notice to, and the presence of, City Staff at the meeting. In the event of a requirement to enter into non-public session, a majority of members present at a Board meeting may, by roll call, vote to go into non-public session in accordance with RSA 91-A:3. The motion shall state the specific statutory basis relied upon for the non-public session. All persons who are not Board members qualified to participate in the discussion shall leave the meeting, unless specifically requested to remain. No action or decision with respect to the matter shall be taken in non-public session. Minutes of the non-public sessions shall be taken and the minutes shall be publicly disclosed within seventy-two (72) hours unless, by recorded vote of two-thirds (2/3) of the members present, the minutes are sealed in accordance with RSA 91-A:3. The minutes of any non-public meeting shall be designated as such and shall be filed with the City Clerk no more than seventy-two (72) hours after the meeting.

16. **To Amend Rules:** These Rules may be amended or new Rules adopted by a two-thirds (2/3) vote of all members appointed to the Board. The public meeting notice shall state that a proposal to amend the Rules is included on the meeting agenda. Proposed amendments shall be submitted in writing at a regular Board meeting, but shall not be acted upon until the next regular meeting of the Board. An amendment to the Rules shall become effective upon passage.

17. **Creation of Subcommittees:** The Board may create subcommittees as necessary to assist in its operations, which shall be advisory to the Board. Subcommittees shall be created by vote of the Board for a stated purpose, identifying the specific Board members appointed, with the purpose and membership included in the minutes of the Board. Non-Board members shall not be appointed to subcommittees. Subcommittees are public bodies under RSA 91-A, and are subject to all of the requirements applicable to the Board under the foregoing Rules of Procedure, including prior public notice of meeting dates, times and meeting locations which are accessible to the public, and keeping and submitting appropriate minutes within the time periods stated above.

18. **Rules of Order - *Roberts Rules of Order*** shall govern points of order not covered herein.

Adopted this _____ day of _____, 2020.

_____, Chair