Cape Light Compact Governing Board Meeting

- **DATE**: Wednesday, July 9, 2014
- LOCATION: Rooms 11&12, Superior Courthouse, Barnstable
- **TIME**: 2:00 4:30 p.m.

AGENDA

- 2:00 2:10 Public Comment
- 2:10-2:15 Approval of Minutes (Attached) Pages 2-24
- 2:15 2:25 Treasurers' Report
- 2:25 3:15 Energy Efficiency Program
 - 1. Presentation on 2013 Annual Report (Attached) Pages 25-33
 - 2. Energy Education Overview of State and National Awards
 - 3. Continue Discussion on Behavior/Energy Monitoring Initiative (Attached) Pages 34-42
 - 4. Discussion and Potential Vote on Martha's Vineyard High School Cap (Attached) Pg. 43
 - 5. Discussion and Potential Vote on Town of Falmouth Cap (Attached) Pg. 44
- 3:15 Discussion and Potential Vote on CLC Green Affordable Housing Proposal (Attached) Pages 45-50

Administrator's Report

- 1. Process for Expense Reports
- 2. Update on DPU 14-69

CVEC Update

3:40-4:15 Open Session Vote on Entry into Executive Session and Required Declarations of the Chair - M.G.L. c. 30A, Section 21 (a)(10): Power Supply Procurement Strategy Discussion (confidential and competitively sensitive information) and M.G.L. c. 30A, Section 21 (a)(3) and Section 21(a)(10): DPU 14-69 (discussion of litigation strategy and related power supply issues)

Cape Light Compact Governing Board Wednesday, June 11, 2014 **Open Session Meeting Minutes**

The Governing Board of the Cape Light Compact met on Wednesday, June 11, 2014 in Rooms 11 & 12, Superior Court House, 3195 Main Street, Barnstable, MA 02630. pproval

PRESENT WERE:

- 1. Dr. Joyce Flynn, Chairwoman, Yarmouth
- 2. Robert Schofield, Vice-Chair, Bourne
- 3. Peter Cocolis, Treasurer, Chatham
- 4. Barry Worth, Secretary, Harwich remotely by telephone
- 5. Peter Cabana, Member at Large, Dukes County- remotely by telephone Richard Elkin, Wellfleet
- 6. William Doherty, Barnstable County
- 7. David Anthony, Barnstable
- 8. Deane Keuch, Brewster
- 9. Brad Crowell, Dennis until 3:00 p.m.
- 10. Fred Fenlon, Eastham
- 11. Paul Pimentel, Edgartown
- 12. Ronald Zweig, Falmouth at 2:17 p.m.
- 13. Thomas Mayo, Mashpee
- 14. Richard Toole, Oak Bluffs remotely by telephone
- 15. Thomas Donegan, Provincetown
- 16. Everett Horn, Sandwich
- 17. Peter Fontecchio, Truro
- 18. Susan Hruby, W. Tisbury remotely by telephone

LEGAL COUNSEL:

Jeffrey Bernstein, Esq., BCK Law, PC

STAFF PRESENT:

Margaret Downey, Administrator Margaret Song, Residential Program Manager Briana Kane, Sr. Residential Program Coordinator Matthew Dudley, Residential Program Coordinator Lindsay Henderson, Marketing & Data Analyst Meredith Miller, C&I Program Manager Vicki Marchant, C&I Program Analyst Nicole Price Voudren, C&I Program Planner Stephan Wollenburg, Sr. Power Supply Planner Philip Moffitt, EM&V Manager Gail Azulay, EM&V Analyst Deborah Fitton, Energy Education Coordinator Karen Loura, Administrative Assistant

OTHERS PRESENT:

Robert Palmeri, Yarmouth Energy Committee Kathy Sherman, Brewster resident **Bill Norton**, Opinion Dynamics Antje Flanders, Opinion Dynamics

CALL TO ORDER

With a quorum present, Chr. Flynn called the meeting to order at 2:05 p.m. stating the agenda was posted in accordance with the Open Meeting Law on 6/9/14 @ 9:45 a.m.

ABSENT WERE:

Michael Hebert, Aquinnah Timothy Carroll, Chilmark Orleans, Vacant .eet Bootherson William Straw, Tisbury

OPEN SESSION VOTE ON ENTRY INTO EXECUTIVE SESSION

Chr. Flynn requested a motion to enter into Executive Session pursuant to MGL Ch30A § 21(a)(10) for the purpose of discussing power supply procurement strategy and MGL Ch. 30A § 21(a)(3) and § 21(a)(10) for the purpose of discussing litigation strategy and related power supply issues. She declared an open session may have a detrimental effect on Cape Light Compact's ability to conduct business in relation to other entities making, selling or distributing electric power and energy and that the consideration of the purchase, exchange, lease or value of electricity will have a detrimental effect on Cape Light Compact's negotiating position as a public body and a detrimental effect on the litigating position of the public body. She added the Governing Board would return to Open Session at the conclusion of Executive Session. *R. Schofield moved the Board vote to enter into Executive Session for the purposes stated, seconded by P. Cocolis and voted unanimously in favor by Roll Call Vote as follows:*

- 1. William Doherty, Barnstable County Yes
- 2. David Anthony, Barnstable Yes 3. Robert Schofield, Bourne Yes 4. Deane Keuch, Brewster Yes 5. Peter Cocolis, Chatham Yes 6. Brad Crowell, Dennis Yes 7. Peter Cabana, Dukes County Yes 8. Fred Fenlon, Eastham Yes 9. Paul Pimentel, Edgartown Yes

10.	Barry Worth, Harwich	Yes
11.	Thomas Mayo, Mashpee	Yes
12.	Richard Toole, Oak Bluffs	Yes
<i>13</i> .	Thomas Donegan, Provincetown	Yes
14.	Everett Horn, Sandwich	Yes
15.	Peter Fontecchio, Truro	Yes
16.	Susan Hruby, W. Tisbury	Yes
17.	Dr. Joyce Flynn, Yarmouth	Yes

The Board reconvened in Open Session at 3:29 p.m.

PUBLIC COMMENT

Dr. Sherman spoke about CVEC & legal fees relative to various agency budgets and her expectations that CVEC Consultant Fees budget line would be reduced. She also spoke about Synapse work and asked what there is for rate payers relative to transmission and net metering. She would like to write to the Board and outline her concerns to get energy right. RPS – how much is Mass. financing NY, Quebec and Maine. She wants more info about how renewable energy costs of NSTAR adding towns need to know and how it impacts the ratepayers.

Chr. Flynn introduced newly appointed Edgartown Representative, Pimentel who provided an overview of his qualifications/history. He is a Registered Engineer in MA & CA and has been in the energy field for 30 years working at CoGen and Automated Demand Response. He works as Chief Engineer for NorEsco and is the Chairman of Vineyard Cooperative.

At 3:25 p.m. the Board agreed to take up the Treasurer's Report and Operating Budget out of order since some members reported they need to leave early.

TREASURER'S REPORT

P. Cocolis distributed copies of the Year-to-Date Budget Report dated 6/11/14 (Attachment A) and copies of the 2014 Budget (based on the 3-year Plan) and 2014 Actuals (January through May) – (Attachment B). He explained the report format required by DPU. He provided an overview and review to the Board. He explained the operating budget is a Fiscal Year budget which will be completed this month. He noted that none of the\$150,000 appropriated for streetlights had been expended. Unspent funds are returned to the Reserve Fund.

At 3:36 Barry Worth disconnected from the meeting.

OPERATING BUDGET

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The Board then reviewed the proposed FY15 Operating Budget (Attachment C). T. Donegan reported Provincetown Selectmen voted to congratulate CLC for paying OPEB. Provincetown has been doing this for three years. He recommended the Board appropriate the entire amount and reserve for anything above for ARC. The amount was taken from the last report; and, it is the most reliable information available at this time for all employees. The amount is expected to change once the actuarial study is complete. The Provincetown Selectmen also voted to write to the County asking that they follow the fiscal leadership of the Compact.

R. Zweig requested acronyms be spelled out.

D. Anthony – concern about how to deal with this unfunded liability. He said one strategy is to wait and see how it plays out – our setting aside but not locking it up. It is prudent to earmark without locking up funds allows flexibility and he applauds solution to handle it this way. T. Mayo agreed. There was discussion about steps after Seagal's Report is issued. The County will break out allotments for each department and set up a lockbox. The matter will be brought back before the Board to decide funding. T. Donegan recommended a trustee be assigned for the lockbox. This is a fund within a reserve.

F. Fenlon asked if CVEC would be independent. It was noted that CVEC sees itself moving ahead and generating a cash flow. CLC has agreed to provide funding through FY 15 any further requests would require Board approval

D. Anthony moved the Board vote to appropriate the Cape Light Compact FY15 Operating Budget in the amount of \$1,604,872, noting this is the total of \$1,101,417 Cape Light Compact budget and a \$403,455 grant to CEC and a \$100,000 loan to CVEC), seconded by R. Schofield and voted by roll call vote as follows:

- 1. William Doherty, Barnstable County Yes 2. David Anthony, Barnstable Yes 3. Robert Schofield, Bourne Yes 4. Deane Keuch, Brewster Yes 5. Peter Cocolis, Chatham Yes 6. Peter Cabana, Dukes County Abstained 7. Fred Fenlon, Eastham Yes 8. Paul Pimentel, Edgartown Yes Motion carried in the affirmative (14-0-2).
 - 9. R. Zweig, Falmouth Yes 10. Thomas Mayo, Mashpee Yes 11. Richard Toole, Oak Bluffs Yes 12. Thomas Donegan, Provincetown Yes 13. Everett Horn, Sandwich Yes 14. Peter Fontecchio, Truro Yes 15. Susan Hruby, W. Tisbury Yes 16. Dr. Joyce Flynn, Yarmouth Yes

D. Anthony then moved the Board vote to establish an OPEB reserved fund balance within the power Supply Reserve Fund in the amount of \$300,731, seconded by R. Schofield and voted by roll call vote as follows:

- 1. William Doherty, Barnstable County Yes 2. David Anthony, Barnstable Yes 3. Robert Schofield, Bourne Yes 4. Deane Keuch, Brewster Yes 5. Peter Cocolis, Chatham Yes 6. Peter Cabana, Dukes County Abstained 7. Fred Fenlon, Eastham Yes 8. Paul Pimentel. Edgartown Abstained
- 9. R. Zweig, Falmouth Yes 10. Thomas Mayo, Mashpee Yes 11. Richard Toole, Oak Bluffs Yes 12. Thomas Donegan, Provincetown Yes 13. Everett Horn, Sandwich Yes 14. Peter Fontecchio, Truro Yes 15. Susan Hruby, W. Tisbury Yes 16. Dr. Joyce Flynn, Yarmouth Yes

Motion carried in the affirmative (15-0-1).

ENERGY EFFICIENCY PENETRATION STUDY PRESENTATION

Opinion Dynamics provided a Power Point Presentation entitled CLC Potential & Program Opportunities Study (Attachment D)

Cape Light Compact Governing Board June 11, 2014 Open Session Meeting Minutes P. Cabana requested MV YMCA be contacted to get comparison information to demonstrate actual advantage. Opinion Dynamics informed that those data are developed and reported annually. M. Song reported there are 150 pages of State-wide results. There was discussion relative to the survey consisting of 12 pages and the questions deemed to be fairly comprehensive. There was discussion about altruism being built into the survey. The model is for electric only and is consistent with requirements. There was discussion about tracking results by town or zip code.

CONSIDERATION OF MEETING MINUTES

The Board then considered the May 21, 2014 Open Session Meeting Minutes. Corrections were made to Staff Attendance and a grammatical correction on page 5. *P. Cocolis moved the Board vote to accept the minutes as corrected, seconded by P. Fontecchio and voted unanimously in favor with W. Doherty and P. Pimentel abstaining.* (14-0-2)

DPU 14-69

The DPU has established a procedural schedule for the Compact's updated Aggregation Plan with discovery concluding in early July. Parties may submit briefs thereafter and the Cape Light Compact's Final Brief is due 8/19/14 after which the Department will issue its final order expected sometime in the fall. The Compact has objected and will continue to object to introduction of matters outside the narrow scope. This was made clear in the Compact's motion to strike certain portions of public comments submitted to DPU. Currently the Attorney General's first set of Information Requests are under review by the Compact. The Compact's response will be consistent with what is believed to be the direction from the DPU relative to the scope of the proceeding. M. Downey reported a meeting with the Attorney General's Office Staff relative to the Assembly of Delegates request to investigate the Cape Light Compact and have offered to provide any information relative to the Assembly's allegations, outside of DPU14-69. To date the Attorney General's Office has not indicated they are pursuing the Assembly's request. J. Bernstein mentioned a 6/5 DPU ruling and the Hampshire Council of Government (HCOG) proceeding and the Attorney Generals position on certain issues specifically their adder.

ADMINISTRATOR'S REPORT

- M. Downey said the next Governing Board meeting is scheduled for July 9, 2014. P. Fontecchio informed that he is not available on that date.
- She reminded the members that expense reports due by next week. Expense reporting forms will be emailed to members.
- S. Wollenburg provided a Power Point Presentation entitled Enabling Solar on Affordable Housing (Attachment E).

B. Schofield left at 4:53 p.m.

D. Anthony said the idea is appealing but after 10 years of private sector and sounding like something close to what CVEC could do, he would prefer to have the Compact stay with its core focus. M. Downey said it is very similar to the Green Affordable Home Program funded by the CLC Green Fund. CVEC does not have cash to provide for the expensive up-front costs. There was discussion that a capital loan program should be available also for non-profits in communities as well. M. Downey said the amount needed needs to be known as well as the level of Board interest. If SRECs can be obtained at a good price, it can be in the Power Supply Program and this would be a Power Supply Program. There was discussion if this would put CLC in competition with local installers. It was determined since CLC would only be providing money for Renewable Energy Certificates which would not place CLC in competition with local installers. The organization will

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choose the contractor. R. Zweig asked if an energy audit would be prerequisite. Currently the Habitat for Humanity is looking at new construction, but it is an excellent idea to consider installations for existing housing. P. Pimentel mentioned the risk associated with REC pricing and the risk of non-performance. It was though provisions could be included addressing this in any agreement. It was agreed to add the topic for further discussion to the next meeting agenda. T. Mayo expressed his support for the idea urging it be extended. He asked for best guess of what such a program would look like and specifically asked to see a scenario at next meeting.

At 5:07 p.m., T. Donegan moved to adjourn, seconded by D. Anthony and voted unanimously in favor. er Board P

Respectfully submitted,

Karen E. Loura Administrative Assistant

Reviewed by B. Worth, Secretary on $\frac{7/8/14}{2}$

List of materials distributed:

- 5/21/14 Draft Cape Light Compact Governing Board Meeting Minutes
- Copy of letter from Attorney General's Office dated 5/30/14 relative to DPU 14-69 •
- Year-to-date Budget Report dated 6/11/14
- 2014 Budget (based on 3-year Plan)/Actuals (January May)
- Proposed FY15 Operating Budget •
- Copy of CLC Potential & Program Opportunities Study Power Point Presentation •
- .ed Copy of Power Point Presentation entitled: Enabling Solar on Affordable Housing

/11/2014 11:41 Barnstable County ogers YEAR-TO-DATE BUDGET REPORT

FOR 2014 12

COUNTS	FOR :	ORIGINAL	REVISED				AVAILABLE	PCT
74	CAPE LIGHT COMPACT OPERTG FUND	APPRO	P BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	BUDGET	USED
							19	
'4 4999		0		-1,124,783.00	.00	.00	1,124,783.00	100.0%
'4 5100		0			6,833.82	.00	-19,905.50	110.9%*
4 5213		0	1,200.00	00	.00	.00	1,200.00	. 0울
4 5214		0	.00	.00	.00	.00	.00	. 0%
4 5233		0	130,000.00	84,338.75	5,770.00	. 00	45,661.25	64.9%
4 5235	CLC OPERTG FD-LEGAL SERV	0	304,955.00	222,847.48		.00	82,107.52	73.1%
4 5239		0	119,755.00	88,720.66	18,610.00	.00	31,034.34	74.1%
4 5281	CLC OPERTG FD-OUTSTATE T	0	3,630.68	3,586.99	00	.00	43.69	98.8%
4 5282	CLC OPERTG FD-IN STATE T	0	12,369 32	5,828.09	214.32	. 00	6,541.23	47 1%
4 5291	CLC OPERTG FD-ADVERTISIN	0	15,482.64	14,581.63	2,222.14	. 00	901.01	94.2%
4 5294	CLC OPERTG FD-FREIGHT/SH	0	250.00	46.92	.00	.00	203.08	18.8%
4 5295	CLC OPERTG FD-PRINTG/COP	0	5,448.07	2,535.35	461.76	1,042.29	1,870.43	65.7%
4 5298	CLC OPERTG-LED ST LIGHTS	0	150,000.00	. 00	.00	.00	150,000.00	. 0%
4 5361	CLC OPERTG FD-POSTAGE	0	11,000.00	6,482.96	521.16	935.88	3,581.16	67.4%
4 5421	CLC OPERTG FD-ASSOC DUES	0	17,150.00	17,150.00	.00	.00		100.0%
4 5429	CLC OPERTG FD-SUBSCRIPTI	0	500.00	.00	.00	. 00	500.00	. 0%
1 5463	CLC OPERTG FD-EQUIP RENT	0	3,000.00	.00	00	.00	3,000.00	.0%
1 5469	CLC OPERTG FD-MISC RENTA	0	. 00	.00	.00	.00	.00	.0%
1 5490	CLC OPERTG FD-GRANTS TO	0	402,745.00	402,745.00	.00	. 00		100.0%
1 5559	CLC OPERTG FD-COMPUTER E	0	2,000.00	1,624.51	.00	. 00	375.49	81.2%
€ 5790	CLC OPERTG FD-TRNSFRS	0	.00	.00	.00	.00	.00	01.2%
⊧ 5981	CLC OPERTG FD-RETIREMENT	0	26,000.00	17,521.81	.00	.00	8,478.19	67.4%
1 5983	CLC OPERTG FD-GRP INSUR	0	17,000.00	19,082.09		.00	-2,082.09	
5984	CLC OPERTG FD-MEDICARE	0	3,764.00	2,809.89	93.67	.00	954.11	
							274177	/4./6
TOTAL	CAPE LIGHT COMPACT OPERT	0	1,408,468.71	-32,756.37	35,619 35	1,978.17	1,439,246.91	~2.2%
	TOTAL REVENUES	0	0.0	-1,124,783.00	00		1 10	
	TOTAL EXPENSES			1,092,026.63	.00		1,124,783.00	
	TOTAL BALEADED	0	1,400,400.71	1,092,026.63	35,619.35	1,978.17	314,463.91	
	PRIOR FUND BALANCE				20,441.52			
		~~						

PRIOR FUND BALANCE	20,441.52
CHANGE IN FUND BALANCE	32,756.37
CURRENT FUND BALANCE	53,197.89

2014 Budgeted (Based on Three-year Plan)

Program		PA Costs										
	PPA		Marketing		Incentives		STAT		EMV		T	otal PA Costs
Residential (total)	मनार विदे	\$913,072		\$558,534	-03	\$12,175,798		\$1,415,520	1993	\$1,111,177	部部の	\$16,174,10
1. Residential Whole House	1200	632,158		203,795		9,815,491		660,297	-	906,123		12,217,864
Residential New Construction	- \$	18,758	5	14,655	\$	150,000	-	88,146	\$		\$	288,584
Residential Multi-Family Retrofit	\$	27,926	\$	31,107	\$	500,000	\$	44,821	\$	84,356	\$	688,209
Residential Home Energy Services	\$	585,474	\$	143,033	\$	9,048,491	\$	438,380	\$	804,741	\$	11,020,120
Residential Behavior/Feedback	\$		\$	15,000	\$	117,000	\$	88,950	\$		\$	220,950
2. Residential Products	5	149,078	\$	127,601	\$	2,305,307	\$	436,332	\$	193,664	\$1000	3,211,982
Residential Cooling & Heating Equipment	\$	57,108	\$	17,488	\$	1,040,841	\$	81,106	\$	41,010	\$	1,237,554
Residential Lighting	\$	69,397	\$	85,176	\$	1,053,466	\$	158,996	\$	116,674	\$	1,483,709
Residential Consumer Products	\$	22,573	\$	24,936	\$	211,000	\$	196,230	\$	35,980	\$	490,719
3. Residential Hard-to-Measure	5	131,836	\$	227,138	\$	55,000	\$	318,891	\$	11,389	5230	744,255
Residential Statewide Marketing	\$		\$	102,138	\$		\$	-	\$		\$	102,138
Residential DOER Assessment	\$	115,523	\$	-	\$		\$	-	\$	11,389	\$	126,913
Residential EEAC Consultants	\$	•	\$	-	\$	-	\$		\$	-	\$	
Residential Sponsorship & Subscriptions	\$	16,313	\$	-	\$		\$	-	\$	-	\$	16.313
Residential HEAT Loan	5	_	\$	-	\$	-	\$	214.891	\$	-	\$	214.891
Residential Workforce Development	5		ŝ		\$		Š	89.000	ŝ		\$	89.000
Residential R&D and Demonstration	5	-	\$	-	ŝ	55,000	Š	15,000	\$		\$	70,000
Residential Education	\$	-	ŝ	125.000	\$		Ť		\$		\$	125.000
Low-Income (total)	visit they	\$228,995	2009	\$74,772	1755	\$1,996,342	2710	\$612,549	1000	\$173.950	TOPTICAL	\$3,086,60
4. Low-Income Whole House	5	169.017	5	28,158	S	1.996,342	S	612,549	s	170,981	\$	2.977.047
Low-Income New Construction	\$	5,065	s	694	\$	145,000	\$	1,217	\$	10,780	S	162.756
Low-Income Single Family Retrofit	Ś	133,634	ŝ	23.310	ŝ	1,342,207	s	489,499	ŝ	135,358	\$	2,124,009
Low-Income Multi-Family Retrofit	s	30,318	\$	4.154	ŝ	509,135	Š	121.833	s	24.843	\$	690.283
5. Low-Income Hard-to-Measure	Š	59,978	Ŝ		Ś	303,133	S	121,000	S		\$	109.561
Low-Income Statewide Marketing	s	00,010	\$	23.364	\$	AND DESCRIPTION OF THE PLANE	ŝ	A small of the second	\$	2,010	\$	23,364
Low-Income DOER Assessment	- s	21,228	\$	20,004	\$		\$		ŝ	2.970	\$	23,304
Low-Income Energy Affordability Network	s	38,750	\$	23,250	\$		ŝ			2,970	\$	
Commercial & Industrial (total)	4	\$819,316	æ	\$182.239	Þ	\$13,494,235	\$	-	\$	-	\$	62,000
B. C&I New Construction	5	169,911	s	27,345		\$13,494,235 1.750,000		\$1,139,605	EGAS ACT	\$686,006	CVAUSES	\$16,321,40
C&I New Construction	5		ş		5	1,750,000	3	377,335	5		<u>\$</u> 5	2,549,519
7. C&I Retrofit	Š	562,706			S		ŝ		5		3 S	13,613,143
C&I Retrofit	- s	258.075	S		\$	8,377,235	ŝ	379,491	S	220,154	\$	9,271,300
C&I Direct Install	Š	304.630	\$		\$	3,367,000	\$	382,780	Ś		ŝ	4,341,843
3. C&I Hard-to-Measure	266 15 1	86,699	\$		Š	10.000	Š	1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -	Š		Shares	158,740
C&I Statewide Marketing	\$	-	\$	62,450	\$		\$		\$		s	62,450
C&I DOER Assessment	\$	60,128	S	-	Ś	-	\$		ŝ	9.591	\$	69,719
C&I EEAC Consultants	5	-	Š		\$		Š		ŝ		ŝ	
C&I Sponsorships & Subscriptions	\$	26,571	\$	1	\$	-	\$		\$		s	26.571
GRAND TOTAL	PACE NEEDS	\$1,961,383	565	\$815,546	2:000	\$27,668,375	07574	\$3,167,675	1172150	\$1,971,133	147/15030	\$35,582,112

	2014 Actuals (January Through May)								
_	PA Costs								

Program	PA Costs											
	0	PPA		larketing	Incentives		STAT		1	EMV		Total PA Costs
Residential (total)	056 633	\$313,191	的近	\$187,494	183.5	\$3,498,416	1 and 1	\$482,164	120	\$96,288	line:	\$4,577,552
1. Residential Whole House	9.00 x\$	176,447	\$	44,719	5	3,141,679	\$		\$	59,003		3,600,908
Residential New Construction	\$	5,055	\$		\$	34,099	\$	21,630	\$	3,342	\$	66,289
Residential Multi-Family Retrofit	\$	7,526	\$		\$	22,130	\$	9,664	\$	1,496	\$	42,361
Residential Home Energy Services	\$	157,783	\$	36,264	\$	3,085,449	\$	102,834	\$	52,870	\$	3,435,200
Residential Behavior/Feedback	\$	6,083	\$	4,749	\$		\$	44,931	\$	1,294	\$	57,058
2. Residential Products	S	34,093	\$	36,514	5	356,737	\$	88,211	\$		\$	550,377
Residential Cooling & Heating Equipment	\$	- 1	\$	731	\$	170,973	\$	16,988	\$	2,865	\$	191,558
Residential Lighting	\$	15,390	\$	24,794	\$	144,230	\$	38,846	\$	19,238	\$	242,498
Residential Consumer Products	\$	18,702	\$	10,989	\$	41,533	\$	32,377	\$	12,718	\$	116,321
3. Residential Hard-to-Measure	5	102,651	\$	106,261	\$	un de regeneration	\$	214,893	\$	2,463	\$	426,268
Residential Statewide Marketing	\$		\$	53,456	\$	aasaa - 📑	\$	•	\$		\$	53,456
Residential DOER Assessment	\$	100,059	\$	+	5	= 10.511 <u></u>	5		\$	2.463	s	102.523
Residential EEAC Consultants	\$		\$		\$		\$	•	\$	-	\$	
Residential Sponsorship & Subscriptions	5	2,592	\$		\$		\$		\$	•	\$	2,592
Residential HEAT Loan	\$	-	\$	-	s		\$	210,319	\$	-	\$	210,319
Residential Workforce Development	s		\$		5	-	\$	739	\$	-	\$	739
Residential R&D and Demonstration	\$	-	\$		Ś		\$	3.835	\$	-	\$	3.835
Residential Education	Š		\$	52.805	Š		\$		\$		\$	52,805
Low-Income (total)	Satter attac	\$59,320	2020	\$18,037	Series.	\$426,815	543923	\$79.029	sheets	\$9,627	PERMIT	\$592,821
4. Low-Income Whole House	15	41.531	5	8.609	5	426.815	\$	79.029	5	8,986	3	564.970
Low-Income New Construction	\$	1,245	\$	237	s		S	299	S	647	s	2.427
Low-Income Single Family Retrofit	s	32,836	ŝ	6.957	s	353,156	ŝ	62,746	s	7,954	\$	463,649
Low-Income Multi-Family Retrofit	s	7,450	\$	1.416	s	73.659	s	15,983	\$	385	\$	98.893
5. Low-Income Hard-to-Measure	5	17,450	э 5	9,428	5	73,659	5	15,965	ŝ	642	э 5	27,859
Low-Income Statewide Marketing	s	17,790	\$	9,428	s	-	\$	-	s	-	\$	9,428
Low-Income DOER Assessment	\$	17,790	\$ \$		ŝ		ş S		\$	642	\$	9,426
and the second se		17,790	-	· · · ·	_	-	· ·			042		10,431
Low-Income Energy Affordability Network	\$		\$	-	\$	-	\$		\$	-	\$	-
Commercial & Industrial (total)	100	\$266,479	2.00	\$71,689		\$3,435,862	-	\$240,902		\$90,465	12562	\$4,105,398
6. C&I New Construction C&I New Construction	\$	40,715		8,437 8,437	5	423,063 423,063	3	84,028 84,028	5	18,771 18,771	3	575,014 575.014
7. C&I Retrofit	3	134.839	3	31,163	S	3,012,799	э S		S		3	3,405,299
C&I Retrofit	ŝ	61.841	\$	12,713	ŝ	2.465.226	ŝ	77,379	\$	The second se	S	2,654,092
C&I Direct Install	Š	72,997	\$	18,449	Š	547,572	Š	79,496	ŝ		\$	751,207
8. C&I Hard-to-Measure	Š	90,925	S	32.089	S		Š		Š	2.070	Š	125.085
C&I Statewide Marketing	\$		\$	32,089	\$		\$		\$		\$	32.089
C&I DOER Assessment	s	90,925	\$	-	\$		ŝ		5	2.070	\$	92,995
C&I EEAC Consultants	ŝ	30,323	\$		ŝ		ŝ		ŝ	2,010	ŝ	52,000
C&I Sponsorships & Subscriptions	ŝ		ŝ		s		ŝ		S		\$	and the second second
GRAND TOTAL	UNICE ADDRESS	\$638.991	peter-	\$277,220		\$7,361,093	1.0ex	\$802.095	in the second	\$196.380	DATACIA	\$9,275,779

Source: G:\12-001 Compact Efficiency 2012/2013-2015 EEP\20121102 & 12.20 DPU 12-107 Proceeding\2013.02.21 Compliance Filing\DPU 12-107_CLC_Exh. 4 COMPLIANCE_2013-2015 08-50 Tables_Expanded_2013.02.13.xlsx

ATTACHMENT C

Cape Light Compact Power Supply Reserve Fund Balance as of 5/15/14	\$ 1,568,630.00
Projected Cape Light Compact Power Supply Reserve Fund Balance as of 6/30/14	\$ 1,700,000.00
Projected Cape Light Compact REC Revenue as of 6/30/15	\$ 278,000.00
Projected FY15 Operational Adder Revenue as of 6/30/15	\$ 1,020,000.00

Cape Light Compact Fiscal Year 2015 (July 1, 2014 - June 30, 2015) Proposed Operating Budget

Item	E	<u> 14</u>	Pr	oposed FY15	
Salaries	\$	182,219.00			Stephan 100%, Maggie 100% Karen 25%, Lindsay 25%
Auditor	S	130,000.00	S	40,000.00	
Legal	S	383,105.00	\$	390,302.00	
Contractual	\$	45,000.00	\$	45,000.00	RFP for CLC load
Outreach/Marketing Contractor			\$	63,365.00	web redesign, brochures, media
Telephone	\$	1,200.00	\$	3,000.00	
IT County Support			S	24,000.00	
Travel Out-of-state			\$	6,000.00	
Travel In-state	S	16,000.00	\$	16,000.00	
Advertising - power supply	\$	12,000.00	\$	35,000.00	
Shipping	\$	250.00	\$	250.00	
Postage	\$	11,000.00	\$	13,000.00	
Sponsorships (termerly Association Dues)	\$	11,000.00	\$	18,000.00	Roundtable, Living Local, NECA, PTI, Rotary Show (1/2 events)
Subscriptions	\$	1,500.00	S	500.00	
Printing	\$	7,000.00	\$	7,000.00	
Fringes	\$	46,764.00	\$	50,000.00	
Equipment Rental	\$	5,000.00	\$	5,000.00	
LED Streetlight Reserve	S	150,000.00	\$	150,000.00	
Subtotal CLC Operating Budget	S	1,002,038.00	S	1,101,417.00	
OPEB Reserve			\$	300,731.00	
CVEC Operating Grant		402,885	\$	403,455.00	
CVEC Loan			\$	100,000.00	
Total CLC FY 15 Operating Budget			\$	1,604,872.00	

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ATTACHMENT D

CLC POTENTIAL & PROGRAM OPPORTUNITIES STUDY

Board Meeting

6/11/2014





Agenda

- The Project Team (Who?)
- Study Outcomes (What?)
- Regulatory Requirements and Goals (Why?)
- Project Tasks (How?)
- Project Timeline (When?)





The Project Team (Who?)

- Opinion Dynamics Corporation
 - Headquartered in Waltham, Massachusetts
 - One of the leading energy efficiency research and evaluation companies
 - Extensive local experience (and local presence)
- Subcontractors
 - Dunsky Energy Consulting
 - Mad Dash Inc. mite data couldin alot of Exp



Study Outcomes (What?)

- Detailed information about CLC's residential and non-residential customer base, based on primary data collection
 - What energy-using equipment is installed in homes and businesses?
 - What is the efficiency level of the installed equipment?
 - How likely are customers to adopt energy efficient equipment in the future?
 - What are customer characteristics and occupancy patterns?
- CLC electric energy efficiency potential, by segment and year, for 2016-2021
- Adjustable CLC-specific electric potential model
- Program design support for commercial/industrial programs





Regulatory Requirements and Goals (Why?)

 Comply with DPU requirement to document the penetration of energy efficiency within its service territory and develop estimates of remaining savings potential (D.P.U. 12-107, dated 1/31/2013).

> "The Program Administrators with an aggregate three-year savings goal of greater than 20 percent below the statewide three-year aggregate goal will conduct a study, either jointly or individually, during the upcoming three-year term to document the penetration of energy efficiency within its service territory and the remaining cost-effective energy efficiency opportunities available."

- Collect wealth of CLC-specific information
- Inform the next three-year energy efficiency plan
- Support design enhancements to non-residential programs



Overview of Tasks (How?)

- Task 1: Study planning and scoping
- Task 2: Primary data collection
- Task 3: Model development
- Task 4: Analysis and reporting
- Task 5: Program design support





Task 1: Study Planning and Scoping

- Worked closely with CLC staff to define the study scope, project outcomes, deliverables, and budget
 - Reviewed existing CLC data
 - Determined required primary research approaches and sample sizes
 - Determined the appropriate potential model framework
 - Determined level of detail required for various study components
 - Developed detailed work plan outlining the approach, project timeline, and budget
- Task is completed



Task 2: Primary Data Collection

- Residential & Low Income
 - Mail survey targeting a random sample of 12,000 customers (equipment penetration & saturation, occupancy patterns, demographics)
 - On-site verification for 175 customers (nested sample; same information as in mail survey plus technical data)
 - Phone survey with 300 customers (barriers to energy efficiency/program participation)
- Commercial & Industrial
 - Phone survey with 520 customers (high-level equipment penetration, occupancy patterns, barriers to energy efficiency/program participation)
 - On-site verification for 146 customers (nested sample; same equipment information as in phone survey plus technical data)
- Task is on-going





Task 3: Model Development

Opinion Dynamics





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Task 4. Analysis and Reporting

- Comprehensive report, with methodology
 - Remaining cost-effective opportunity scenarios, by sector and segment
 - Summary of penetration and saturation results
 - Program opportunities in light of program design, goals, and potential program enhancements
- Data sets: penetration and saturation
- Consolidated presentation of findings
- Deliver and train CLC staff on adjustable, transparent potential model
 - Models with inputs and outputs for reported scenarios





Task 5: Program Design Support

For larger C&I customers only

Element of Program Design Support	Level of Support
Program Literature Review	Comprehensive
CLC Data Review	Comprehensive
Interviews with Program Managers	Multiple
Interviews with Program Partners	yes
Best Practices Scan	yes
Gap Analysis	yes
Scenario Analysis	yes
Budget Support	Bottom-up
Incentive Levels	Detailed (size and structure)
Process Flows	TBD
Logic Model	TBD
Enabling Strategies	Detailed



Opinion **Dynamics**

Project Timeline (When?)

- Fall 2013: Project scoping began
- June and October 2014: Primary data collection
- February 2015: Draft Potential Report
- March 2015: Final Potential Report
- April 2015: Draft Program Design Report
- May 2015: Final Program Design Report

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Questions & Answers





ATTACHMENT E

Enabling Solar on Affordable Housing

The challenge:

- Some affordable housing groups have expressed an interest in putting solar PV on their projects.
- Solar PV produces economic benefits over time, but it's capital intensive.
- SRECs (solar renewable energy certificates) make up a large part of the economic benefit, but they are complicated.



The proposal: The Compact could pre-purchase SRECs from new PV systems on affordable housing.



The benefits:

- By defraying the up-front cost, PV could become attainable on affordable housing.
- Efficient homes reduce default risk. Reasonable to suggest that solar could help accomplish the same.
- Fosters development of PV on the Cape and Vineyard.
- The Compact may have a use for the SRECs.

How it might work:

- The Compact would agree on a price, a term, and a production estimate with the housing organization.
- These numbers would be used to calculate a lump payment to defray the initial cost of the PV system.
- As SRECs are produced over the term, the Compact would take ownership of them. The Compact could sell them or use them. If they were sold, proceeds could be used to make the program self-sustaining.



Next Steps:

- Board can vote to approve the program at its next meeting.
- We'd propose a small pilot program with the entity that approached us.
- If negotiations and contracting with the pilot are successful, these forms of contract can be used to work with other affordable housing groups.

2013 Plan Year Report

Cape Light Compact Governing Board Meeting 7/9/14 Phil Moffitt



Working together toward a smarter energy future

INTRODUCTION



- First Year of 2013-2015 Three Year Plan
- Results for 2013 as well as summary results for 2010
 2012
- Compact's performance toward unprecedented Savings and Benefits Goals

2013 CUSTOMERS



Customer Class	Number of Customers
Residential	167,969
Low-Income	8,430
C&I	24,336
Street Lighting	2,290
TOTAL	203,025

BENEFITS



- Benefits =
 - Electric Savings
 - Avoided Costs
 - Electricity Generation and Transmission
 - Non-Electric Impacts
 - Non-Electric Benefits (NEBs)
 - Fuel Savings (Oil, Natural Gas, Propane)
 - Non-Energy Impacts (NEIs)
 - Reduced Water/Sewer Costs
 - Reduced Lighting/Equipment Maintenance
 - Increased Property Value

2013 RESULTS



Cape Light Compact 2013 Summary Results											
	PA	Costs (aka Budget)		Benefits	Annual MWh Savings	Lifetime MWh Savings	BCR				
Planned					-						
Residential	\$	12,990,648	\$	64,517,568	16,176	135,146	4.26				
Low-Income	\$	3,306,419	\$	12,286,511	1,327	11,299	3.72				
C&I	\$	13,591,802	\$	47,221,377	24,166	266,421	3.23				
Total	\$	29,888,870	\$1	24,025,457	41,669	412,865	3.75				
Actual					-						
Residential	\$	16,216,641	\$	66,044,029	13,159	115,891	3.52				
Low-Income	\$	2,713,226	\$	10,407,919	1,828	17,237	3.75				
C&I	\$	6,709,066	\$	30,825,881	13,639	159,994	3.54				
Total	\$	25,638,933	\$1	07,277,829	28,625	293,122	3.55				



2013 Sector Benefits & Savings





2010-2013 COMPARISON

Cape Light Compact 2010-2013 Comparison											
	2010	2011	2012	2013							
Benefits	\$38M	\$69M	\$96M	\$107M							
Annual Savings (MWh)	15K	25K	29K	29K							
Lifetime Savings (MWh)	166K	262K	297K	293K							

TAKEAWAYS



- Compact's Programs are highly cost effective, returning \$3.55 for every dollar invested
- Compact's Programs are comprehensive, tailored to our customers
- Compact responded to ambitious plan goals with sustained strong performance while maintaining costs within planned levels
- Compact continuing efforts to respond to ambitious goals in 2014

THANK YOU



- For more information, please visit <u>http://www.capelightcompact.org/report/annual-</u> <u>reports-on-energy-efficiency-activities/</u>
- Thank you!
 Phil Moffitt, Evaluation Manager
 pmoffitt@capelightcompact.org
C.A.P.E. Presence Pro Energy update

Board Meeting

July 09, 2014



Briana C. Kane, Sr. Residential Program Coordinator

Working together toward a smarter energy future

C.A.P.E. Presence Pro Energy



- What is this effort about?
 - Cape Light Compact wants to help customers understand the way their home or business uses electricity
 - Participants will be able to see near real time whole-building energy consumption after they install their monitor
 - Computer and mobile (Apple and Android devices)
 - Engaging customers through messaging, comparisons, and energy challenges
 - Provides participants additional capabilities like using a spare Apple or Android device as a video monitor
 - Smart plug controls will also be available for purchase which will allow lighting, entertainment centers, etc. to become automated

What are the minimum requirements ?

• Must be a residential or commercial customer with an active NSTAR electric account, and have more than 6 months of usage per year

Cape Light

Compact

- There is no cost to participate and the basic monitoring equipment is free
- Must live on Cape Cod or Martha's Vineyard
- Business must be located on Cape Cod or Martha's Vineyard
- Need to have access to your electric meter to install a monitor on it
 - An app based installer to help with the install is complete
 - BlueLine will have staff available to field install questions M-F during business hours, #800
- Need to have a Wi-Fi router (always on)
- Not currently compatible with Solar (PV or SDHW)

Launch schedule



- 06/08, 06/09 and 06/10/2014 3 webinars were held
 - Aquinnah, Barnstable, Bourne, Chilmark, D-Y Schools, Dennis, Harwich, Mashpee, Oak Bluffs, Provincetown, West Tisbury, Yarmouth had representation on the calls
- 06/11/2014 applications emailed to potential Recruiting Organizations
 - 3 applications received as of 07/07/2014 Chilmark, Dennis, D-Y Schools
- 07/09/2014 applications due from potential Recruiting Organizations
- 07/10 07/11/2014 Recruiting Organizations are notified if they qualify
- 07/18 08/01/2014 BETA Testing (max. 3 / Recruiting Organization)
- 08/01/2014 online application opens to the public













Thank you!

<u>www.capelightcompact.org/smart</u> Briana C. Kane, Sr. Residential Program Coordinator 508-744-1277

bkane@capelightcompact.org

Cape Light

Compact

Working together toward a smarter energy future

Agenda Action Request Cape Light Compact Meeting Date: 7/9/2014

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Compact	
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WAIVER OF INCENTIVE CAP MARTHA'S VINEYARD REGIONAL HIGH SCHOOL RETROFIT PROJECT

REQUESTED BY: Stephan Wollenburg

Proposed Motion(s)

1) I move the Board vote to approve the waiver of the \$150k incentive cap for the Martha's Vineyard Regional High School Retrofit Project, thereby allowing a total project incentive of no more than \$375,000.

Additional Information

The Cape Light Compact caps its incentive for individual municipal projects at \$150k, with the proviso that the CLC Board may waive that cap as it deems appropriate. The proposed motion is to approve a waiver for the Martha's Vineyard Regional High School Retrofit Project. RISE Engineering proposed the energy conservation measures after an audit performed at the School. Project costs below are based on estimates provided by RISE, and are subject to change. An application has not yet been received, but the School is hoping to commence construction this summer. The Project facts are summarized as follows:

- Efficiency measures: ECM 1 install an energy management system, ECM 2 retrofit air handlers with a demand control ventilation strategy, ECM 3 – install dynamic deadband controllers on boilers (type of boiler reset control), ECM 4 - Heat Pump Water Heaters
- Total [Incremental] Project Cost: not to exceed \$375,000
- Total Annual kWh savings: 23,886 kWh (estimate)
- Total Annual Therm savings: 23,340 therms (estimate)
- Lifetime MWH Savings: TBD
- Overall Payback Period: TBD
- Total Customer Incentive: Not to exceed \$375,000

Record of Board Action Motion by: Second by: # Aye # Nay # Abstain Disposition

Barnstable Barnstable County

Aquinnah

Bourne

Brewster

Chatham

Chilmark

Dennis

Dukes

County

Eastham

Edgartown

Falmouth

Harwich

Mashpee

Oak_Bluffs

Orleans

Provincetown

Sandwich

Tisbury

Truro

Wellfleet

West Tisbury

Yarmouth

Agenda Action Request Cape Light Compact Meeting Date: 7/9/2014

REQUESTED BY: Stephan Wollenburg

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WAIVER OF INCENTIVE CAP **TOWN OF FALMOUTH ESCO PROJECT**

Barnstable Barnstable

Aquinnah

County Bourne

Brewster

Chatham

Chilmark.

Dennis

Dukes

County

Eastham

Edgartown

Falmouth

Harwich

Mashpee

Oak Bluffs

Orleans

Provincetown

Sandwich

Tisbury

Truro

Wellfleet

West Tisbury

Yarmouth

1) I move the Board vote to approve the waiver of the \$150k incentive cap for the Town of Falmouth ESCO Project, thereby allowing a total project incentive of no more than \$250,000.

Proposed Motion(s)

Additional Information

The Cape Light Compact caps its incentive for individual municipal projects at \$150k, with the proviso that the CLC Board may waive that cap as it deems appropriate. The proposed motion is to approve a waiver for the Town of Falmouth Energy Service Contract (ESCO) Project. Measures installed under this project will be carried out in twelve Town of Falmouth buildings and will include interior and exterior lighting, HVAC upgrades, VFD replacements, and refrigeration retrofits. Savings and costs are still being finalized and the Town has not yet submitted its application, but the Town is aiming to commence construction this summer, necessitating a vote in advance of the finalization of these numbers. The Project facts are summarized as follows:

- Total [Incremental] Project Cost: TBD
- Total Annual kWh savings: 434,501 kWh (estimate)
- Total Summer/Winter kW Demand savings: TBD •
- Lifetime MWH Savings: TBD •
- **Overall Payback Period: TBD**
- Total Customer Incentive: Not to exceed \$250,000

Motion by: Second by: # Aye # Nay # Abstain Disposition

Record of Board Action

Agenda Action Request Cape Light Compact Meeting Date: 7/9/2014

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Cape Light	
Compact	
	1

WAIVER OF INCENTIVE CAP MARTHA'S VINEYARD REGIONAL HIGH SCHOOL RETROFIT PROJECT

Aquinnah Barnstable Barnstable County Bourne Brewster Chatham Chilmark. Dennis Dukes County Eastham Edgartown Falmouth Harwich Mashpee Oak Bluffs Orleans Provincetown Sandwich Tisbury Truro Wellfleet

West Tisbury

Yarmouth

REQUESTED BY: Stephan Wollenburg

Proposed Motion(s)

I move that the Board vote to approve the revised Terms of Service for Cape Light Compact Green as presented to the Board.

Additional Information

The Terms of Service are documents that govern the Cape Light Compact's 50% Green & 100% Green Programs.

The proposed revisions accomplish two major edits:

- First, they make it clear that the cost of participating in CLC Green is based on a fixed premium above the Compact's power supply rates. The previous terms of service only referred to the price that was in effect at the time they were used.
- Second, the revisions would allow the Compact to use a portion of CLC Green revenue to promote the development of local renewable resources beyond just the purchase and retirement of RECs for CLC Green participants.

Record of Board Action							
Motion by:	Second by:	# Aye	# Nay	# Abstain	Disposition		



Terms of Service: Cape Light Compact Green 100%SM

7/1/10<u>9/14</u>

This Customer Agreement for *Cape Light Compact Green*^{5M} Service ("Agreement") is between the Cape Light Compact ("the Compact") and you, a residential customer who has selected *Cape Light Compact Green*^{5M} as a renewable energy program. The Compact is authorized by the Massachusetts Department of Public Utilities ("DPU") to administer the *Cape Light Compact Green*^{5M} program. These Terms of Service govern your participation in the Compact's *Cape Light Compact Green*^{5M}. Please keep a copy for your records. From the time you receive this, you have three business days to change your mind about choosing *Cape Light Compact Green*^{1000/5M}. You may cancel this agreement by calling the Compact's customer service number (1-800-381-9192) or by writing to the billing address listed below.

Who should I contact for more information?

Cape Light Compact ("The Compact") Barnstable Superior Court House P.O. Box 427 3195 Main Street (Route 6A) Barnstable, Massachusetts 02630 Phone: 800-381-9192 Web address: www.capelightcompact.org

How will I be billed?

Payments associated with *Cape Light Compact Green 100%*SM will be automatically included in your regular monthly electricity bill from NSTAR. Bills for *Cape Light Compact Green 100%*SM do not in any way affect or replace your obligation to pay NSTAR for the services it provides. This means that your total electricity service cost will include your *Cape Light Compact Green 100%*SM payments, as well as your NSTAR real delivery service. Payment of all charges, including those associated with *Cape Light Compact Green 100%*SM. The low-income guarantee will not apply to the provision of *Cape Light Compact Green 100%*SM.

Taxes: You must also pay all applicable federal, state and local taxes and charges.

How will my bill for *Cape Light Compact Green 100%SM* be calculated?

Cape Light Compact Green 100%^{5M} is sold at<u>priced as</u> a pricepremium of 9.5991.6 cents per kilowatt-hour ("kWh")-") above the Compact's basic electric rate for the applicable rate class. The total price, comprised of the premium and the basic electric rate, will change as the Compact's basic electric rate changes. This total price will be applied to your electricity usage.

For example, the average New England household uses about 500 kWh/month. For a month in which the Compact's basic electric rate for residential customers is 9.09 cents per kWh, the total cost of *Cape Light Green 100%*SM for this household would be calculated as follows: 500 kWh x 0.959 = 47.951069 = 53.45 Your total charges for *Cape Light Compact Green 100%*SM will vary from month to month according to your electricity usage.

Will my electricity rates or resource mix change over time?

The pricing and resource mix for *Cape Light Compact Green 100%SM* will remain constant through January 31, 2011, though the <u>The</u> Compact reserves the right to increase either the percentage wind or solar <u>included in the *Cape Light Compact Green 100%*SM resource mix at our sole discretion. After January 31, 2011from time to time, the price and resource mix may change to reflect market conditions such as the availability of new resources. You will be notified of any price changeschange in the premium associated with *Cape Light Compact Green 100%*SM, or if the percentage of "new" resources, <u>as described below</u>, decreases below twenty-five percent (25%), thirty (30) days prior to any such change. If you do not wish to pay the new pricepremium or accept the new resource mix for *Cape Light Compact Green 100%*SM, your participation by notifying the Compact at 1-800-381-9192. After notifying the Compact that you wish to opt out of *Cape Light Compact Green 100%*SM, your participation will be terminated on your next meter read-(note – at least two days' notice is needed before the start of your billing cycle to put a cancellation into effect or that cycle; otherwise, the cancellation will not go into effect until the billing cycle following it).</u>

On a quarterly basis, the Compact will also provide you with au<u>pdates its</u> Cape Light Compact GreenSM Program Environmental Disclosure Statement, which documents the price, fuel source, resource mix, emissions, and labor information on the energy you have chosen. This document is available at the Compact's website at www.capelightcompact.org/disclosurelabel. The resource mix reported for Cape Light Compact GreenSM will be for the most recent four quarters for which data is available.

The rates for your electricity services from the Compact may vary over time. For more information on these charges please contact the Compact's customer service department at 1-800-381-9192 or log on to <u>www.capelightcompact.org</u> for current information about your supplier services.

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What fuel sources will be used to generate Cape Light Compact Green 100%^{5M}?

The amount of "new" generating facilities in *Cape Light Compact Green 100%SM* exceeds the amount required under the Massachusetts Renewable Portfolio Standard (RPS); which mandates that all sales of electricity sold in Massachusetts in 2010 include 5.0% "new" renewable generation:). At least 25% of *Cape Light Compact Green 100%SM* is from qualified "new" electricity generating facilities and the remainder is from wind, solar, low-impact small hydroelectric and/or landfill gas facilities. The Compact reserves the right to substitute all or some landfill gas certificates with wind certificates from land-based wind projects that may come online in 2011. All of these resources are located in New England. YourThe *Cape Light Compact Green SM* program Environmental Disclosure Statement will provide you with more details on the resource mix. "New" renewables are generation facilities operating no rafter January 1, 1998.

How will I know that I am participating in the *Cape Light Compact Green 100%*[™] program?

Whether you choose green power or not, a distinct set of environmental characteristics will be assigned to the electricity you use and disclosed to you each quarter.your use. When you choose Cape Light Compact Green 100%SM you will be assigned the characteristics of the Cape Light Compact Green 100%SM resource mix (described above). Each quarter, the Compact will send you a disclosure statement detailing the electricity sources and environmental characteristics associated with the electricity you used in the previous quarter. The Compact uses the Generation Information System, operated by the New England Power Pool, to purchase and retire renewable energy certificates from the sources indicated on the disclosure label on your behalf. If you have questions about your enrollment, please call 1-800-381-9192.

Are my payments tax deductible?

Yes! The premium portion of your payment to the Cape Light Compact, through *Cape Light Compact Green 100%SM*, is 100% tax deductible. Your payment not only supports existing renewable energy but also supports the development of new renewable energy generating sources.

The premium portion of your payments are recognized as a tax deductible contribution for federal income tax purposes. 100% of the premium you pay for Cape Light Compact Green 100%^{5M} (100% of 1.600¢ per kWh) will be recognized as a tax deductible contribution. The Compact will mail you a statement every January documenting the amount you may claim as a tax deductible contribution. Please note that the amount you will be able to deduct will be based upon what you actually pay for *Cape Light Compact Green 100%^{5M}*, rather than what you are billed for *Cape Light Compact Green 100%^{5M}*. While the premium you pay for *Cape Light Compact Green 100%^{5M}* is used primarily for the purchase of renewable energy certificates, the Compact may, from time to time, use a portion of the premium collected from *Cape Light Compact Green^{5M}* participants for other activities that promote the development of local renewable energy sources. Such activities do not change any of the Compact's obligations to you under these Terms of Service.

What is the term of this Agreement? How does this Agreement terminate? If I decide to terminate this Agreement, is there a fee?

Participation in *Cape Light Compact Green 100%SM* will begin within one month of your enrollment. Participation in *Cape Light Compact Green 100%SM* will terminate upon the first occurrence of any of the following events: you choose to receive supplier services from a competitive supplier other than the Cape Light Compact; you terminate participation by notifying the Compact by telephone at 1-800-s81-9192, or in writing at the address for the Compact Listed above; you terminate participation by notifying unstance to the service territory of the Compact; your distribution service is terminated by NSTAR; the Department of Public Utilities ("DPU") or a court of competent jurisdiction terminates the *Cape Light Compact GreenSM* program; or if the Compact, in its sole discretion, terminates your participation in the *Cape Light Compact GreenSM* program for any reason.

You may decide to cancel *Cape Light Compact Green*^{5M} at any time. There is no termination fee for discontinuing participation as a *Cape Light Compact Green* 100%^{5M} customer. If you cancel *Cape Light Compact Green* 100%^{5M}, you will continue your current status as a Cape Light Compact Basic Service customer. If you decide to cancel *Cape Light Compact Green* 100%^{5M} by contacting the Compact, the termination will become effective on your next meter read.

Are there any penalties for not making my *Cape Light Compact Green 100%SM* payments?

It is the policy of the Compact that if you do not pay your *Cape Light Compact Green 100%^{5M}* payments for two consecutive billing periods, the Compact, in its sole discretion, may terminate your participation in the *Cape Light Compact Green^{5M}* program. No additional penalties will apply.

What other fees apply?

You are not required to make any other payments as a condition for choosing to participate in this program.

Are there any other contract details that I should be aware of?

Limits on Warranty and Damages: You understand and agree that there are no warranties, either express or implied, associated with this offer or the Cape Light Compact Green⁵⁴ program sold hereunder. The Compact will bear no liability to the customer or any third party for consequential, punitive, incidental, special, or other indirect damages.

Relationship with NSTAR and ConEdison *Solutions*: The Compact and its supplier ConEdison *Solutions* are working together to bring you *Cape Light Compact Green*^{5%}. NSTAR will manage transmission and distribution services. The Compact, as a municipal aggregator, is partnering with ConEdison *Solutions* to manage electricity generation service. You will continue to receive your bill from NSTAR, and you will only need to make one payment. However, charges for transmission, distribution, and generation will be listed separately on your monthly bill.

Entire Agreement: This Agreement, including, the Disclosure Statement attached as Exhibit A, constitutes the entire agreement between you and the Compact and supercedes all prior oral or written agreements or understandings relating to the provision of the *Cape Light Compact Green*⁵⁴ program to you by the Compact.

Indemnification: You agree that you will be responsible for all damages or expenses that are caused by your failure to comply with this Agreement, and that you will hold harmless the Compact and its representatives for any claims that result, either directly or indirectly, from your failure to fulfill your obligations under this Agreement. This means that you, and not the Compact, will be responsible for paying any claims or damages that are caused by any failure of yours to comply with this Agreement.

Notices: All communications required under this Agreement will be sent to you at the address on your NSTAR electric bill. All communications you send to the Compact must be sent to the address listed above.

Dispute Resolution: To the extent that the DPU chooses to exercise jurisdiction, the provisions of 220 CMR 25.02(4) apply to this Agreement. For more information on 220 CMR 25.02(4), go to http://www.state.mass.gov/ Eoca/docs/dte/cmr/220cmr2500.pdf. If the DPU declines to become involved in any disputes involving this Agreement, including any billing disputes, you and the Compact agree to first use your best efforts to resolve any dispute through informal negotiations. The period for informal negotiations will not exceed fourteen days from the time the dispute arises, unless agreed to in writing. A dispute will be considered to have arisen when you send the Compact a written notice identifying the basis of the dispute. If the dispute to resolved by informal negotiations, you agree to submit the dispute to mediation. You may choose a mediator from a list of neutral and qualified mediators provided to you by the Compact. If you cannot agree to a listed mediator, the American Arbitration Association, Boston, Massachusetts, will appoint a mediator. Once the mediation does not resolve the dispute, you or the Compact may file a lawsuit in any court having jurisdiction located in Suffolk County (Boston). You agree that any disputes under this Agreement will be governed by the laws of the Commonwealth of Massachusetts.

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Terms of Service: Cape Light Compact Green 50%SM

7/1/10<u>9/14</u>

This Customer Agreement for *Cape Light Compact Green*^{5M} Service ("Agreement") is between the Cape Light Compact ("the Compact") and you, a residential customer who has selected *Cape Light Compact Green*^{5M} as a renewable energy program. The Compact is authorized by the Massachusetts Department of Public Utilities ("DPU") to administer the *Cape Light Compact Green*^{5M} program. These Terms of Service govern your participation in the Compact's *Cape Light Compact Green*^{5M}. Please keep a copy for your records. From the time you receive this, you have three business days to change your mind about choosing *Cape Light Compact Green*^{5M}. You may cancel this agreement by calling the Compact's customer service number (1-800-381-9192) or by writing to the billing address listed below.

Who should I contact for more information?

Cape Light Compact ("The Compact") Barnstable Superior Court House P.O. Box 427 3195 Main Street (Route 6A) Barnstable, Massachusetts 02630 Phone: 800-381-9192 Web address: www.capelightcompact.org

How will I be billed?

Payments associated with *Cape Light Compact Green 50%*⁵⁴ will be automatically included in your regular monthly electricity bill from NSTAR. PaymentsBills for *Cape Light Compact Green 50%*⁵⁴ do not in any way affect or replace your obligation to pay NSTAR for the services it provides. This means that your total electricity service cost will include your *Cape Light Compact Green 50%*⁵⁴ payments, as well as your NSTAR reali delivery service. Payment of all charges, including those associated with *Cape Light Compact Green 50%*⁵⁴, are payable to NSTAR. No interest will accrue on any arrears associated with *Cape Light Compact Green 50%*⁵⁴. The low-income guarantee will not apply to the provision of *Cape Light Compact Green 50%*⁵⁴.

Taxes: You must also pay all applicable federal, state and local taxes and charges.

How will my bill for *Cape Light Compact Green 50%SM* be calculated?

Cape Light Compact Green 50%^{5%} is sold atpriced as a pricepremium of 8-8990.9 cents per kilowatt-hour ("kWh"):") above the Compact's basic electric rate for the applicable rate class. The total price, comprised of the premium and the basic electric rate, will change as the Compact's basic electric rate changes. This total price will be applied to your electricity usage.

For example, the average New England household uses about 500 kWh/month. For a month in which the Compact's basic electric rate for residential customers is 9.09 cents per kWh, the total cost of Cape Light Compact Green 50%⁵⁴ for this household would be 9.99 cents per kWh. The total cost of Cape Light Compact Green 50%⁵⁴ for this household would be calculated as follows: 500 kWh x \$0.9889 = \$41.45.0999 = \$49.95 Vour total charges for Cape Light Compact Green 50%⁵⁴ will vary from month to month according to your electricity usage.

Will my electricity rates or resource mix change over time?

The pricing and resource mix for *Cape Light Compact Green 50%*⁵⁴ will remain constant through January 31, 2011, though the <u>The</u> Compact reserves the right to increase either the percentage wind or solar included in the *Cape Light Compact Green 50%*⁵⁴ resource mix at our sole discretion. After January 31, 2011from time to time, the price and resource mix may change to reflect market conditions such as the availability of new resources. You will be notified of any pricechange in the premium associated with *Cape Light Compact Green 50%*⁵⁴, or resource mix changes if the percentage of "new" resources. So described below, decreases below twenty-five percent (25%), thirty (30) days prior to any servicesuch change. If you do not wish to pay the new pricepremium or accept the new resource mix for *Cape Light Compact Green 50%*⁵⁴, your participation by notifying the Compact at 1-800-381-9192. After notifying the Compact that you wish to opt out of *Cape Light Compact Green 50%*⁵⁴, your participation will be terminated on your next meter read-(note — at least two days' notice is needed before the start of your billing cycle to put a cancellation into effect for that cycle; otherwise, the cancellation will not go into effect until the billing cycle following it).

On a quarterly basis, the Compact will also provide you with au<u>pdates its</u> Cape Light Compact GreenSM Program Environmental Disclosure Statement, which documents the price, fuel source, resource mix, emissions, and labor information on the energy you have chosen. <u>This document is available at the Compact's website at</u> www.capelightcompact.org/disclosurelabel. The resource mix reported for Cape Light Compact GreenSM will be for the most recent four quarters for which data is available.

The rates for your electricity services from the Compact may vary over time. For more information on these charges please contact the Compact's customer service department at 1-800-381-9192 or log on to <u>www.capelightcompact.org</u> for current information about your supplier services.

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What fuel sources will be used to generate Cape Light Compact Green 50%SM?

The amount of "new" generating facilities in *Cape Light Compact Green 50%SM* exceeds the amount required under the Massachusetts Renewable Portfolio Standard (RPS); which mandates that all sales of electricity sold in Massachusetts in 2010 include 5.0% "new" renewable generation.—At least 15). At least 25% of *Cape Light Compact Green 50%SM* is from qualified "new" electricity generating facilities and the remainder is from wind, solar, low-impact small hydroelectric and/or landfill gas facilities. The Compact reserves the right to substitute all or some landfill gas certificates with wind certificates from land-based wind projects that may come online in 2011. All of these resources are located in New England. Your <u>The Cape Light Compact Green SM</u> Program Environmental Disclosure Statement will provide you with more details on the resource mix. "New" renewables are generation facilities operating on or after January 1, 1998.

How will I know that I am participating in the Cape Light Compact Green 50%SM program?

Whether you choose green power or not, a distinct set of environmental characteristics will be assigned to the electricity you use and disclosed to you each quarter-your use. When you choose Cape Light Compact Green 50%⁵⁴ you will be assigned the characteristics of the Cape Light Compact Green 50%⁵⁴ resource mix (described above). Each quarter, the Compact will send you a disclosure statement detailing the electricity sources and environmental characteristics associated with the electricity you used in the previous quarter. The Compact use the Generation Information System, operated by the New England Power Pool, to purchase and retire remeable energy certificates from the sources indicated on the disclosure label on your behalf. If you have questions about your enrollment, please call 1-800-381-9192.

Are my payments tax deductible?

Yes! The premium portion of your payment to the Cape Light Compact, through Cape Light Compact Green 50%⁵⁰, is 100500% tax deductible. Your payment not only supports existing renewable energy but also supports the development of new renewable energy generating sources.

What is the term of this Agreement? How does this Agreement terminate? If I decide to terminate this Agreement, is there a fee?

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————You may decide to cancel *Cape Light Compact Green*^{5M} at any time. There is no termination fee for discontinuing participation as a *Cape Light Compact Green* 50%^{5M}, you will continue your current status as a Cape Light Compact Basic Service customer. If you decide to cancel

Cape Light Compact Green 50%⁵⁴ by contacting either the Compact-or NSTAR, the termination will become effective on your next meter read.

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Energy Education Outreach Program 2013-14 School Year

Deborah Fitton Cape Light Compact Education Outreach Coordinator



Working Together Toward A Smarter Energy Future

Teacher Training











Summer Energy Camp





















Field Trips : MMR Wind Turbines







What we teach - How we teach










Energy Transformations



Geography of Natural Resources

Cape Light

Compact



And Cool Science!















NEED Youth Awards Program







State House Youth Recognition



Enabling Solar on Affordable Housing

- Quick recap
 - Habitat for Humanity approached CLC for help installing PV on their new homes
 - CLC proposed pre-purchasing SRECs would defray installation costs, and would allow CLC to recover value of SRECs over time
 - Program could be self-sustaining, but would depend on future changes in MA solar incentive structure



Example of Single Home (numbers are estimates)



- 6.6 kW PV system
- SRECs assigned to Compact for 10 years
- Production projected to be close to load
- System cost: \$23,760
- Compact pays \$150/projected SREC
- System owner payback: year
 4-5
- Year Compact made whole: year 7



Program Cash Flows (illustrative)



Next Steps

- Board can vote on proposed revisions to terms and conditions for CLC Green
- Staff will negotiate term sheet with Habitat for Humanity for pilot
- Board can vote to appropriate money at next meeting – unlikely contracts or sites will be ready before then

