

17.10 Counterparts - This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single agreement.

17.11 Waiver - No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party(ies) so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

17.12 Related Documents - Supplier agrees that it has been provided with and had a reasonable opportunity to read the Related Documents and to ask questions about the terms and conditions of the Related Documents. The Parties agree that the Related Documents, in the forms as they exist on the Effective Date of this Agreement, are incorporated into this Agreement by reference, and that they shall be construed harmoniously to the greatest practicable extent; notwithstanding the foregoing, in the event of any conflict between this Agreement and the Related Documents, this Agreement shall govern. The Compact will provide Supplier with amendments to any of the foregoing documents as they are adopted; provided, however, that such amendments are not incorporated into this Agreement as a result of such adoption. Any amendments hereto must be made in accordance with Article 17.5 (Entire Agreement; Amendments) of this Agreement.

17.13 Advertising Limitations - Supplier agrees not to use the name of the Cape Light Compact or any Member Municipality, or make any reference to the Cape Light Compact or any Member Municipality in any advertising or other information to be distributed publicly for marketing or educational purposes, unless the Compact expressly agrees to such usage. Any proposed use of the name of the Cape Light Compact or any Member Municipality must be submitted in writing for agreement and prior approval, which shall not be unreasonably withheld, consistent with Article 5.7 (Approval of General Communications) hereof. The Compact acknowledges that Supplier's corporate affiliates own the exclusive right to the trademarked logo and trade name used by Supplier. No right, license or interest in this trademark and/or trade name is granted to the Compact hereunder, and the Compact agrees that it shall not assert any right, license or interest with respect to such trademark and/or trade name.

17.14 Press Releases - The Parties shall not issue a press release or make any public statement with respect to this Agreement without the prior written agreement of the other Party with respect to the form, substance and timing thereof, except either Party may make any such press release or public statement when the releasing Party is advised by its legal counsel that such a press release or public statement is required by law, regulation or stock exchange rules, provided however, in such event, the Parties shall use their reasonably good faith efforts to agree as to the form, substance and timing of such release or statement.

17.15 Headings and Captions - The headings and captions appearing in this Agreement are intended for reference only, and are not to be considered in construing this Agreement.

17.16 Survival of Obligations - Termination of this Agreement for any reason shall not relieve the Company or Supplier of any obligation accrued or accruing prior to such termination.

17.17 Remedies -

A. General - Subject to the limitations set forth in Section 17.17(B) below, the Compact, each of the Member Municipalities, and the Supplier reserve and shall have all rights and remedies available to each of them at law or in equity with respect to the performance or non-performance of the other parties hereto under this Agreement.


B. Limitations - NO PARTY HERETO SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT. Notwithstanding the foregoing, Supplier acknowledges that the preceding sentence shall not limit the Compact's rights under Article 13.1 (Indemnification by Supplier) to seek indemnification from Supplier or consequential, punitive, or incidental damages or other such losses claimed by third-parties, subject to any limitations set forth in the Payment Guarantee.

C. Minimum Damages - In addition to any remedies available under Section 17.17(A) above, in the event that Supplier violates the pricing obligations set forth in Exhibit A, the Compact may recover minimum damages as specified on Exhibit A.

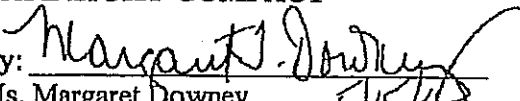
17.18 Cooperation - The Parties agree that they shall use Commercially Reasonable efforts in good faith and in full cooperation with the other Party to secure any approvals required to implement this Agreement and to otherwise carry out their obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CONSOLIDATED EDISON SOLUTIONS, INC.

By: 
 Name: Joseph J. Lopez
 Title: President & CEO
 Address: Consolidated Edison Solutions, Inc.
100 Summit Lake Drive, Suite 410
Valhalla, NY 10595

CAPE LIGHT COMPACT

By: 
 Ms. Margaret Downey 5/15/10
 Administrator/Chief Procurement Officer
 As authorized by the Barnstable County Commissioners
 Cape Light Compact
 P.O. Box 427
 Superior Court House
 Barnstable, MA 02630
 (508) 375-6636 (voice)
 (508) 362-4166 (fax)
mdowney@barnstablecounty.org

REDACTED

EXHIBIT A

PRICES AND TERMS

Exempt from public records disclosure pursuant to G.L. c. 4, §7, cl. 26(d) (development of agency policy) and 26(s) (energy-related trade secrets or confidential information)

EXHIBIT B

TEMPLATE KWH SALES AND CUSTOMER ACCOUNTS DATA SUMMARY

Rate Code	Rate Name	Accounts	Customers	kWh
R-1	Res. Non-Heat/Annual/Seas./Seas.opt	[x]	[x]	[x]
R-2	Res. Assist/Annual/Seas/Seas.opt	[x]	[x]	[x]
R-3	Res. Space Heating	[x]	[x]	[x]
R-4	Res. Assist. Space Heating	[x]	[x]	[x]
G-1	General - Annual/Seas	[x]	[x]	[x]
G-2	General-Medium TOU	[x]	[x]	[x]
G-3	General-Large TOU	[x]	[x]	[x]
G-4	General Power	[x]	[x]	[x]
G-5	General-Comm. Heating	[x]	[x]	[x]
G-6	All Electric School	[x]	[x]	[x]
G-7	General TOU	[x]	[x]	[x]
R-5	Res. General-Water Heating	[x]	[x]	[x]
R-6	Res. TOU	[x]	[x]	[x]
S-1	Street & Traffic Lights	[x]	[x]	[x]
S-2	Customer Owned Street Ltg.	[x]	[x]	[x]
Total:		[x]	[x]	[x]

EXHIBIT C

TERMS AND CONDITIONS FOR PROVISION OF CUSTOMER-RELATED DATA

The layout of the electronic files containing the customer data should adhere to the terms and conditions set forth below.

There are 6 files containing customer and meter information. The file labeled **capeTOU.zip** contains the time of use customer and meter usage data. Files labeled **capetown1.zip** to **capetown5.zip** contain customer and meter usage data for non-time of use customers. These files are delimited by a semicolon (;) and are broken down as follows:

File Name	# of records	# of customers
Capetown1.zip		
Capetown2.zip		
Capetown3.zip		
Capetown4.zip		
Capetown5.zip		
CapeTOU.zip		

The column headings for the **capetown1.zip** to **capetown5.zip** files are listed below.

Field name
Account
Customer
Service Street #
Service Street Name
Service Street Suffix
Service Town
Service Zip
Rev/Rate
January Use
January Demand
February Use
February Demand
March Use
March Demand
April Use
April Demand
May Use
May Demand
June Use
June Demand
July Use
July Demand
August Use

August Demand
September Use
September Demand
October Use
October Demand
November Use
November Demand
December Use
December Demand
Mail Street # Name
Mail Town
Mail State
Mail Zip

The column headings for the **capeTOU.zip** file are listed below. This file is different than the non-TOU accounts. This file lists each customer 12 times with each month's usage listed on one line.

Field name
Account
Customer
Service Street #
Service Street Name
Service Street Suffix
Service Town
Service Zip
Rate
Revenue
KWH
From Date
To Date
Peak KVA
Mail Street # Name
Mail Town
Mail State
Mail Zip

EXHIBIT D

INSURANCE

1. Supplier shall maintain commercial general liability insurance throughout the term of the Agreement and for a period of at least two years following the contract term.
2. The insurance may be provided on a claims made basis. In the event such insurance is cancelled or non-renewed, Supplier agrees to provide a 36 month discovery period endorsement for obligations under this agreement.
3. The insurance shall include coverage for bodily injury liability, property damage liability, advertising injury liability and personal injury liability.
4. To the extent available at commercially reasonable terms and conditions, personal injury liability coverage shall include non-employment discrimination in accordance with AEGIS form 8100 (1/1/98).
5. The insurance shall include blanket contractual liability coverage, including the Competitive Electric Supply Agreement between Supplier and the Cape Light Compact.
6. The limit of commercial general liability insurance shall be at least \$2 million aggregate/\$1 million each occurrence. Separate aggregate limits of \$2million may be applicable to products and completed operations liability coverage and failure to supply liability coverage.
7. Supplier shall maintain umbrella or excess liability insurance subject to a limit of at least \$10 million in addition to commercial general liability insurance policy limits.
8. Such liability insurance shall include Cape Light Compact and Member Municipalities as additional insureds, but only for obligations arising out of this agreement.
9. The insurance certificate shall require that such additional insureds receive at least 30 days notice of cancellation or non-renewal.
10. Such insurance shall contain a standard separation of insureds clause, whereby the actions of one insured will not negate coverage for another insured.
11. Supplier shall provide Cape Light Compact with a certificate of insurance to evidence compliance with the requirements. Renewal certificates shall be provided automatically within 30 days of policy renewal throughout the term of the contract and two years following the contract term.

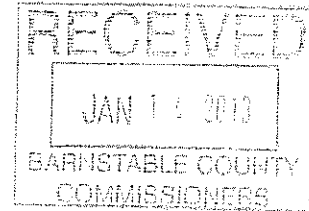
REDACTED

EXHIBIT E
FORM OF SECURITY

January 10, 2013

VIA FIRST CLASS MAIL

Margaret T. Downey, Administrator
Cape Light Compact
P.O. Box 427
Superior Court House
Barnstable, Massachusetts 02630



RE: *Extension of Competitive Electric Supply Agreement*

Dear Ms. Downey:

The purpose of this letter is to document the agreement reached between the Cape Light Compact ("Compact") and Consolidated Edison Solutions, Inc. ("ConEdison Solutions") regarding a one year extension to the Competitive Electric Supply Agreement between the Compact and ConEdison Solutions effective January 1, 2011 ("Agreement"). Section 4.4 of the Agreement states as follows:

4.4 Extension – This Agreement may be extended beyond January 31, 2014, by mutual written agreement of the Parties, for up to two years. Any new pricing terms shall be added to and replace Exhibit A as Exhibit A-2. Upon any such extension, this Agreement shall continue to be in effect, and all provisions of the Agreement shall retain the same force and effect as before the extension, unless it is terminated by either Party pursuant to the provisions of Article 4.2 or until the date stated in such extension.

Pursuant to Section 4.4 of the Agreement the Compact and ConEdison Solutions have agreed to extend the Agreement for one year until January 31, 2015 and to amend the pricing terms as set forth in Exhibit A-2 which is attached to this letter and forms a part hereof.

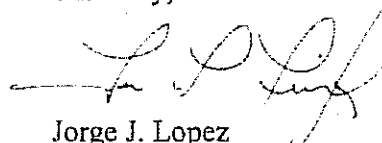
This letter agreement is intended to be binding and enforceable by both the Compact and ConEdison Solutions. By signing this letter agreement, the Compact confirms its commitment to be bound by the terms set forth above. This letter agreement will become effective upon execution by the Compact. Please return one fully executed original signature page of this letter agreement to ConEdison Solutions at the address shown below.

I understand the Compact will file a copy of this letter agreement and the enclosed Exhibit A-2 with the Massachusetts Department of Public Utilities ("DPU") as part of an

Ms. Margaret Downey
January 10, 2013
Page 2 of 2

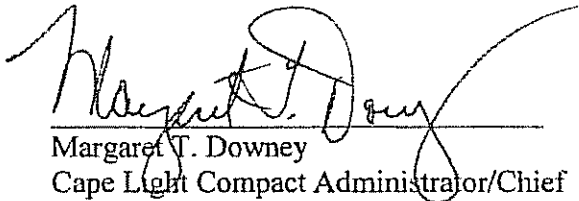
informational filing. As set forth in Exhibit A-2, the parties intend to give the new pricing exhibit confidential treatment, but ConEdison Solutions and the Compact understand that the Compact cannot guarantee that the DPU will treat the pricing exhibit and the information contained therein as confidential.

Sincerely,



Jorge J. Lopez
President and Chief Executive Officer

ACCEPTED AND AGREED:



Margaret T. Downey
Cape Light Compact Administrator/Chief
Procurement Officer
As authorized by the Barnstable County
Commissioners

Dated:

CONFIDENTIAL AND PRIVILEGED

Exempt from public records disclosure pursuant to G.L. c. 4, §7, cl. 26(d) (development of agency policy) and 26(s) (energy-related trade secrets or confidential information)

EXHIBIT A-2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CONFIDENTIAL AND PRIVILEGED

Exempt from public records disclosure pursuant to G.L. c. 4, §7, cl. 26(d) (development of agency policy) and 26(s) (energy-related trade secrets or confidential information)

[REDACTED]

[REDACTED]

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[REDACTED]

CONFIDENTIAL AND PRIVILEGED

Exempt from public records disclosure pursuant to G.L. c. 4, §7, cl. 26(d) (development of agency policy) and 26(s) (energy-related trade secrets or confidential information)

[REDACTED]

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[REDACTED]

CONFIDENTIAL AND PRIVILEGED

Exempt from public records disclosure pursuant to G.L. c. 4, §7, cl. 26(d) (development of agency policy) and 26(s) (energy-related trade secrets or confidential information)

[REDACTED]

January 21, 2014

VIA EMAIL and FEDERAL EXPRESS

Margaret T. Downey, Administrator
Cape Light Compact
P.O. Box 427
Superior Court House
Barnstable, Massachusetts 02630

RE: Modification of Competitive Electric Supply Agreement

Dear Ms. Downey:

The purpose of this letter is to document the agreement reached between the Cape Light Compact ("Compact") and Consolidated Edison Solutions, Inc. ("ConEdison Solutions" or "Supplier") regarding a modification of the remaining term of the Competitive Electric Supply Agreement between the Compact and ConEdison Solutions effective January 1, 2011, as previously amended January 10, 2013 ("Agreement").

Pursuant to Section F of Exhibit A-2 to the Agreement, which provides that:

[t]he Compact may elect to convert to a fixed price for residential and small commercial customers at any time for (i) the remainder of the Agreement; or (ii) any of the remaining pricing periods, at a price to be negotiated by the Compact and Supplier, **provided that**, for such period as the Compact elects to convert to a fixed price, Supplier shall not be obligated to meet the pricing terms set forth in Section C, above. In the event that the Compact wishes to convert to a fixed price that does not extend through the term of the Agreement, the parties agree to negotiate in good faith as to the Supplier's pricing obligations for any remaining non-fixed price pricing periods,

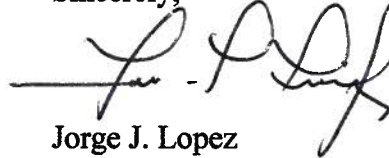
the Compact and ConEdison Solutions have agreed to modify the Agreement by converting to a fixed price for residential, small commercial, and industrial customers as described in Exhibit A-3 (attached) for 11 months, commencing on the first Consumer (as such term is defined in the Agreement) meter read dates in January 2014, and ending on the last Consumer meter read dates in December 2014.

In addition, pursuant to Section 17.5 of the Agreement (Entire Agreement; Amendments), the Compact and ConEdison Solutions have agreed to modify the term of the Agreement to expire on December 31, 2014.

This letter agreement is intended to be binding and enforceable by both the Compact and ConEdison Solutions. By signing this letter agreement, the Compact confirms its commitment to be bound by the terms set forth above. This letter agreement will become effective upon execution by the Compact. Please return one fully executed original signature page of this letter agreement to ConEdison Solutions at the address shown below.

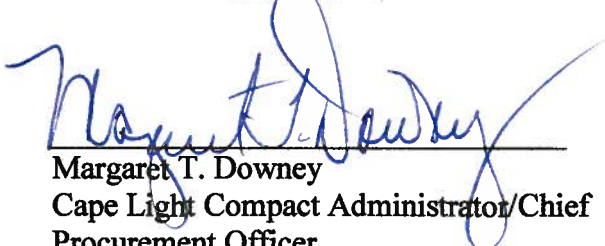
The parties intend to give the new pricing exhibit confidential treatment and exempt the exhibit from public records disclosure pursuant to G.L. c. 4 §7, cl. 26(s).

Sincerely,

A handwritten signature in black ink, appearing to read "Jorge J. Lopez", written over a horizontal line.

Jorge J. Lopez
President and Chief Executive Officer

ACCEPTED AND AGREED:

A handwritten signature in blue ink, appearing to read "Margaret T. Downey", written over a horizontal line.

Margaret T. Downey
Cape Light Compact Administrator/Chief
Procurement Officer
As authorized by the Barnstable County
Commissioners

CONFIDENTIAL AND PRIVILEGED

Exempt from public records disclosure pursuant to G.L. c. 4, §7, cl. 26(d) (development of agency policy) and 26(s) (energy-related trade secrets or confidential information)

EXHIBIT A-3

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CONFIDENTIAL AND PRIVILEGED

Exempt from public records disclosure pursuant to G.L. c. 4, §7, cl. 26(d) (development of agency policy) and 26(s) (energy-related trade secrets or confidential information)

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CONFIDENTIAL AND PRIVILEGED

Exempt from public records disclosure pursuant to G.L. c. 4, §7, cl. 26(d) (development of agency policy) and 26(s) (energy-related trade secrets or confidential information)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

CONFIDENTIAL AND PRIVILEGED

Exempt from public records disclosure pursuant to G.L. c. 4, §7, cl. 26(d) (development of agency policy) and 26(s) (energy-related trade secrets or confidential information)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The Attorney General asked:

AG 1-21 For each electric services agreement identified in the Cape Light Compact's response to AG 1-20, please disclose whether such contract was entered into following the issuance of a request for proposals ("RFP"). If so, please state how the RFP was distributed to recipients, identify all recipients of the RFP, and identify all respondents to the RFP. Please also produce copies of the RFP, all responses thereto, any communications concerning the RFP, and all bid analyses.

The Compact states:

As noted in AG 1-20, the Compact has executed the following electric service agreements with competitive suppliers:

1. March 13, 2002, Mirant Default Supply Agreement;
2. October 15, 2003, Mirant Default Supply Agreement;
3. July 16, 2004, CESA with ConEd Solutions;
4. January 26, 2006, CESA with ConEd Solutions;
5. May 12, 2010, CESA with ConEd Solutions;

There was not an RFP issued for the electric services agreement's through 2006. Rather the Compact followed an ESA procurement process described in the memo included below. For the 2010 CESA, a copy of the Compact's 2010 RFP is provided below. Upon execution of an NDA with the Compact, individual bid proposals, related communications and bid analyses which are competitively sensitive materials, will then be provided to the Attorney General.

Competitive Electric Supply History

First Competitive Electric Supply Process: September 2003 through July 2004

The Compact had discussions with the following companies regarding competitive electric supply for the aggregated load:

- ConEdison Solutions
- FPL Energy
- Constellation New Energy
- Calpine
- ANP
- Mirant Americas Retail Energy Marketing
- Dominion
- Strategic Energy
- Select Energy

In this original process, the Compact was considering two approaches; one was to solicit wholesale bids only and have the Compact act as the retail supplier and the second approach was to have the Compact receive all requirements retail power supply. After reviewing the wholesale approach with the Compact acting as the retail supplier, there were too many concerns regarding cost effectiveness for customers. The Compact decided to pursue the all requirements retail power supply approach.

The Compact was able to negotiate three forms of contract which were substantially in the same form (with some minor differences) with ConEdison Solutions, FPL Energy, and Strategic Energy. These forms of contract were filed with the DTE, without prices, as DTE 04-32. The Compact subsequently went through three pricing rounds, one in May, one in June, and the final one in July 2004. The prices the Compact received in the first two rounds were not acceptable and were viewed to be high compared to the Compact's view of the market at that time. Prices in the third round were found to be acceptable.

Based on the evaluated bids in the third round, the Compact selected ConEdison Solutions as the supplier for the Compact's default service customers (starting in January 2005) and for the standard offer service customers (starting in March 2005). The contract was for calendar year 2005 only.

Second Competitive Electric Supply Process: November 2005

In late 2005, hurricanes Rita and Katrina had already struck and were creating havoc with the natural gas market due to supply disruptions from the Gulf of Mexico. Due to extremely high and volatile natural gas prices, the price of energy in New England was also very high and volatile. The Compact, in order to reduce the lead time to go through the bid process including negotiating contracts with each individual company, elected to

work with the three companies that the Compact had already existing negotiated forms of contract in place from the previous solicitation process: ConEdison Solutions, FPL Energy, and Strategic Energy. Prices for natural gas were starting to decline in the fall of 2005 but energy prices in New England were not following suit, so the Compact decided to purchase 50% of its supply in the hope that it could purchase the second 50% at lower prices as the price of natural gas continued to decline. The Compact received pricing for supply on October 25, 2005 but elected not to accept this pricing because prices were still too high. On November 4, 2005, the Compact purchased 50% of its supply and purchased the second 50% on November 29, 2005. Prices for these two purchases were lower than those received on October 25, 2005. The Compact also changed the contract from December 31, 2005 to a term starting December 1, 2005 through January 31, 2007 (a fourteen month contract).

ConEdison Solutions was selected to provide all requirements power supply. Strategic Energy, once again, declined to bid. FPL Energy, to the Compact's surprise, also declined to bid citing internal concerns of projecting future load to serve the Compact and a high risk view of unpredictable migration due to high prices which will be in effect from the hurricanes.

Extension of Competitive Electric Supply Agreement: August 14, 2006

On August 14, 2006, the Compact, in accordance with Article 4.4, Extension, of the Competitive Electric Supply Agreement, extended the contract with ConEdison Solutions from the first consumer meter read date in January 2007 through the last consumer read date in January 2010. The Compact negotiated additional terms and conditions that included stricter pricing parameters, all of which favored Compact consumers.

Extension of Competitive Electric Supply Agreement: March 31, 2009

On March 31, 2009, the Compact, in accordance with Article 4.4, Extension, of the Competitive Electric Supply Agreement, extended the contract with ConEdison Solutions from the first consumer meter read date in January 2010 through the last consumer read date in January 2011.

Third Competitive Electric Supply Process: February 2010 through May 2010

In early February 2010, the Compact made a decision to issue a Request for Proposals (RFP) for all-requirements retail electric power supply to serve the residential, small commercial/industrial and medium/large commercial/industrial accounts, commencing with the January 2011 meter read dates. The Compact issued the RFP on March 1, 2010 and published the RFP on its website shortly thereafter.

The Compact decided to base the RFP on pricing strategies and approaches provided by bidders, not price. The Compact sought proposals that would provide not only competitive prices when compared to the local distribution company, but also incentives if prices were fixed below the local distribution company's prices.

The Compact sent the RFP to four (4) potential bidders representing all the major suppliers doing business in Massachusetts, some of whom serve nationally. In addition, these suppliers were either already serving residential customers as part of their normal business activities or had expressed an interest in serving residential customers. This was an important factor since the majority of the Compact's load is in the residential sector. Of the four (4) potential bidders, three (3) signed a Confidentiality Agreement and were provided the form of Competitive Electric Supply Agreement and load data relative to the Compact's load.

Potential bidders were informed that if they had any inquiries regarding the RFP or any questions relative to information contained on the website, these inquiries were to be submitted in writing by March 17th. The Compact agreed to provide written responses to all bidders who had executed the CA by March 22nd.

Other key RFP dates included April 1st for submittal of proposals; April 7th and April 8th for bidder interviews and bidder selection by April 16th. During the entire RFP process, several internal meetings were held between Compact staff and Compact Board members to obtain direction, advice, and input on the RFP. Board members were also involved in bidder interviews and evaluation of the proposals received.

On April 1st, the Compact received three responsive proposals in accordance with the requirements of the RFP. Evaluation of the proposals was performed by Compact staff, Compact Board members, an independent consultant with over 28 years of experience in the field, and the Compact's counsel.

The Compact invited all three bidders for interviews on April 7th and April 8th in which bidders provided a presentation on their proposals and answered the Compact's questions regarding their proposals. At the conclusion of the interviews, the Compact informed the bidders that the Compact would review all of the information discussed during the interviews and would provide them with feedback by April 16th. During the interim, the Compact's counsel worked with counsel to the bidders to address comments and proposed revisions to the form of CESA, and each bidder's proposed form of financial surety.

After internal review and discussion, and in an effort to obtain the best possible pricing for its customers, the Compact decided to develop its own proposed pricing strategy. On April 15th, the Compact provided two of the bidders with the Compact's proposed pricing strategy. The third bidder was eliminated from further consideration based on information gathered during the interview which demonstrated that the bidder did not have a competitive pricing strategy. The Compact instructed the two remaining bidders to review the proposed pricing strategy and to provide their response to it by April 21st. The bidders were also requested to extend the validity of their proposals to April 30th.

The Compact received responses to its proposed pricing strategy from both remaining bidders on April 21st. The Compact's staff, Board members, independent consultant and

counsel met to evaluate the responses on April 22nd. On April 22nd, the Compact responded to one bidder with a list of questions and met with the other bidder, at its request, to discuss its response. At the Compact's request, both bidders presented the Compact with best and final offers on Monday, April 26th. The bidders again agreed to extend the validity of their proposals through early May. The Compact's staff, Board members, independent consultant and counsel met on April 27th and selected one bidder for further negotiation.

Negotiations began on May 6th with the selected bidder to finalize the pricing exhibit to the CESA. These negotiations did not proceed to completion, with several significant issues that needed to be resolved. On the evening of May 6th, the other bidder was contacted to determine whether they could improve their pricing proposal to better meet the needs of the Compact. Their response was required the following day, May 7th.

Upon receipt of the requested response, it was determined that the proposal was still not as attractive as the selected bidder's proposal. Negotiations resumed and continued with the selected bidder with various offers and counter-offers until a final pricing exhibit was agreed to and a CESA was executed with the selected bidder on May 12, 2010.

Extension of Competitive Electric Supply Agreement: January 10, 2013

On January 10, 2013, the Compact, in accordance with Article 4.4, Extension, of the Competitive Electric Supply Agreement, extended the contract with ConEdison Solutions from the first consumer meter read date in January 2014 through the last consumer read date in January 2015.

CAPE LIGHT COMPACT Request for Proposals
For
All-Requirements Retail Electric Power Supply for Residential, Small
Commercial/Industrial, and Medium/Large Commercial/Industrial
Accounts

1. Introduction

The Cape Light Compact (the “**Compact**”) was formed in 1997 through an intergovernmental agreement of the twenty-one Cape and Vineyard towns and two counties in the Commonwealth of Massachusetts (the “**Member Municipalities**”) with the objective of securing competitive power supply, encouraging energy efficiency and providing for consumer advocacy. For further information on the Compact and its programs, go to <http://www.capelightcompact.org/>.

The approximately 160,000 residential, small commercial/industrial, and medium and large commercial/industrial accounts (the “**Accounts**”) of the Member Municipalities, located on Cape Cod and Martha’s Vineyard, represent approximately 1,200,000 MWh of annual retail sales. The Compact seeks proposals to serve this entire load with all-requirements retail power supply. Load associated with the Member Municipalities’ municipal accounts is not included as part of this Request for Proposals (“**RFP**”). All-requirements retail power supply for all of the Accounts commences with the January 2011 meter read dates.

This RFP is based on pricing strategies and approaches provided by bidders, not on price. The Compact is inviting bidders to provide proposals outlining their approach and strategy. The pricing approach proposed should be based on prices that change every six months for residential and small commercial/industrial accounts and prices that change every three months for medium/large commercial/industrial accounts. The Compact is seeking proposals that will provide not only competitive prices when compared with the local distribution company, but also proposed incentives if pricing can be fixed below the local distribution company’s prices. The Compact is seeking proposals which will provide the Compact with innovative pricing approaches and transparency between the Compact and the selected bidder. The Compact and the selected bidder will work together to execute the selected pricing approach. The Compact is seeking a bidder that will become a valued collaborator with the goal of providing benefits to all Accounts on Cape Cod and Martha’s Vineyard.

The selected bidder must execute a Competitive Electric Supply Agreement (“CESA”), as supplied or amended, for the provision of all-requirements retail power supply, the forms of which are available for bidder review as set forth below.

2. General Provisions

2.1. Request for Proposals Schedule

- Request for Proposals issued Monday, March 1, 2010
- Confidentiality Agreement executed by bidder on Thursday, March 11, 2010
- Questions from bidders due by 2:00 pm on Wednesday, March 17, 2010
- Responses to bidder questions due from the Compact by close of business Monday, March 22, 2010
- Bidder proposals due by noon on Thursday, April 1, 2010
- Potential bidder interviews on Wednesday, April 7, 2010
- Potential bidder interviews on Thursday, April 8, 2010
- Bidder selection by Friday, April 16, 2010

2.2. Contact Information

Inquiries concerning this RFP must be submitted in writing or by electronic mail to:

Cape Light Compact RFP for All-Requirements Retail Electric Power Supply
Attn: Margaret T. Downey
Administrator/Chief Procurement Officer
3195 Main Street, Superior Court House
Barnstable, MA 02630(508) 362-4136 (fax)
mdowney@barnstablecounty.org

Inquiries may be hand-delivered, mailed, e-mailed, or faxed, but must be received by 2:00 p.m. Eastern Time on Wednesday, March 17, 2010. Telephone or other such inquiries will not be answered. Written responses will be e-mailed or faxed to all bidders on record as having submitted the Confidentiality Agreement (see Section 2.3) by Monday, March 22, 2010. Bidders should not contact Compact officers, directors, employees, counsel or technical consultants regarding this RFP prior to the Compact's acceptance of a bid under this RFP.

2.3. Confidentiality Agreement

Bidders must execute and submit the Confidentiality Agreement attached to this RFP as Appendix A. The bidder will not be eligible to submit proposals until such agreements have been executed and received at the address provided in Section 2.2.

2.4. Proposal Submission Date

Proposals must be received by noon Eastern Time on Thursday, April 1, 2010. Proposals must be sealed and clearly marked **“ALL-REQUIREMENTS RETAIL ELECTRIC POWER SUPPLY”**. No responsibility shall be attached to any person or persons for the premature openings of proposals not properly marked.

Proposals must be submitted to:

Cape Light Compact RFP for All-Requirements Retail Electric Power Supply
Attn: Margaret T. Downey
Administrator/Chief Procurement Officer
3195 Main Street, Superior Court House
Barnstable, MA 02630

One original Proposal and three copies must be delivered in hard copy and one must be submitted in electronic form. Any supporting documents must be attached in both hard copy and electronic form. Any proposal submitted and not complete at that time in the format specified in this RFP will not be considered.

2.5. Modification/Withdrawal of Proposals

Proposals are final once submitted. Modifications or withdrawals of proposals are not permitted once they have been submitted.

2.6. Terms of Submission

All proposals will be considered an offer to provide supplies and services to the Compact's Accounts.

2.7. Sole Discretion

The Compact reserves the sole discretion unto itself to (i) modify or amend any term in this RFP, including but not limited to, any date contained in Section 2.1; and (ii) determine whether to pursue competitive all-requirements retail electric power supply prior to selecting a winning bidder.

3. Services Requested

3.1. All-Requirements Retail Electric Power Supply

The Compact is requesting proposals for delivery of all-requirements retail electric power supply. All-requirements retail electric power supply generally includes, but may not be limited to, electrical energy; capacity; ancillary services; renewable energy resources as mandated by G.L. c. 25A, §11F and any regulations, orders or policies adopted pursuant thereto; transmission and distribution losses; and transmission service. The specific definition of all-requirements power supply and associated responsibilities are stated in the CESA, which will be provided to bidders upon receipt of a signed Confidentiality Agreement (see Section 2.3).

A supplier of all-requirements retail power supply will be responsible for all load and supply scheduling, scheduling of network and other transmission service, and all other transactions and communications with ISO New England and the New England Power Pool necessary for the delivery of firm power supply to the Accounts. In addition, a supplier of all-requirements retail power supply will be obligated to provide all services, directly or through contract, in order for the local distribution company to be able to bill customers; handle customer complaints and service calls; arrange all EDI and other functions and otherwise provide competitive supply to end-use customers.

A supplier of all-requirements retail power supply will have an obligation to serve all load for Accounts, including any changes in demand associated with these Accounts for any reason whatsoever. Electric account information for all the Accounts will be provided by NSTAR to bidders upon receipt of the signed Confidentiality Agreement (see Section 2.3).

3.2. Term

Delivery of all-requirements retail electric power must commence on the January 2011 meter read dates for each account. The Compact anticipates that the contract for all-requirements retail electric power supply will be for a term of three (3) years, with the option to renew for an additional two years.

4. Proposal Format

4.1. Qualifications

Proposals must include the following information:

- a. Contact(s). Name, business address, phone number, fax number, and e-mail address for the principal officer responsible for submission of the proposal and for the principal officer responsible for administration of the contract, and statement that the principal officer responsible for execution of the CESA has the authority to act on behalf of, and to bind, the bidder to perform the terms and conditions of the CESA.
- b. Business Information. Legal trade name; date of incorporation or organization; state of incorporation or organization; list of officers and directors; list of affiliates, if any; a copy of previous two years of Annual Reports to Stockholders, or other audited annual report; copies of final year-end FERC Form 1 filings for 2008 and 2009, if applicable; current bond rating(s) by Moody's Investor Services, or other rating agencies, if applicable; latest audited financial statement(s) with confirmation of no material or adverse changes since the date of statement(s).
- c. Business Qualifications. Registration from the Executive Office of Energy and Environmental Affairs as a competitive supplier in Massachusetts; New England Power Pool membership; certification of other regulatory approvals necessary to provide all-requirements power supply; Certificate of Good Standing from the Massachusetts Department of Revenue, or similar certification that all state taxes have been paid in state of incorporation or organization, if applicable; evidence of qualification to do business in Massachusetts, if applicable.
- d. Business Status. Statement as to whether or not business or affiliate has commenced, or been forced into, any insolvency proceeding within the last five (5) years; statement as to whether business or affiliate has been subject to any investigation by a state or federal agency within the last five (5) years; statements as to the number, if any, of consumer complaints filed with a state, federal, or local agency, against the business or affiliate within the last five (5) years.

4.2. Proposal Expiration

This RFP is based on pricing strategies and approaches provided by bidders, not on price. Proposals will be deemed valid from submission through April 16, 2010. At its sole discretion, the Compact may opt to negotiate with multiple bidders, as shall be considered in the best interest of the Compact.

5. Supply Agreement

Forms of the CESA, as applicable, to be executed as a result of this RFP, will be provided to bidders upon receipt of a signed Confidentiality Agreement (see Section 2.3). These

supply agreements contain the parties' rights and obligations for providing and receiving all-requirements retail electric power supply.

Bidders may propose amendments to the CESA as part of their response to the RFP. Bidders must describe in detail any proposed amendments to the CESA.

6. Load Data

Load data will be provided by the Compact and NSTAR to bidders that have submitted a signed Confidentiality Agreement (see Section 2.3). Wholesale hourly load data and retail sales data will be provided by the Compact. NSTAR will provide load data relative to the time of use accounts through the electronic data protocols currently in place between suppliers and NSTAR. The Compact makes no representations whatsoever as to the accuracy or completeness of the load data which will be provided by the Compact or NSTAR. Bidders are expressly cautioned that they must independently test and/or verify such data to the extent they believe appropriate. The Compact assumes no duties or responsibilities to check, update, or otherwise assess the data provided.

7. Evaluation of Proposals

The Compact may choose more than one proposal from responsive and responsible bidders for further consideration and evaluation. Proposals that are incomplete, not properly endorsed, or signed, or which are otherwise contrary to these instructions may be rejected as non-responsive by the Compact. Conditional proposals will not be accepted.

The Compact will negotiate the form of amendments to the CESA, if any, with each of the selected bidders. The Compact, in its sole discretion, will select the winning proposal based on the strategy and approach to pricing provided by the bidder, the terms of the modified CESA, if any, and other factors described in this RFP.

8. Notification of Award

Any contract resulting from this RFP shall be deemed as having been awarded when formal written notice of acceptance of the proposal has been duly served on the successful bidder.

Appendix A

Confidentiality Agreement

For All-Requirements Retail Electric Power Supply For Accounts

between

THE CAPE LIGHT COMPACT

and

_____ [Company]¹

This CONFIDENTIALITY AGREEMENT (“Agreement”) is entered into by and between the Cape Light Compact and _____, a _____ **[insert jurisdiction and state of organization]** (the “Company”), and is effective as of the date of execution by the Company as set forth below.

WHEREAS, pursuant to G. L. c. 40, § 4A, the towns of Aquinnah, Barnstable, Bourne, Brewster, Chatham, Chilmark, Dennis, Edgartown, Eastham, Falmouth, Harwich, Mashpee, Oak Bluffs, Orleans, Provincetown, Sandwich, Tisbury, Truro, West Tisbury, Wellfleet, and Yarmouth, and the counties of Barnstable and Dukes County (collectively, the “Members”) entered into an inter-governmental agreement to act together as the Cape Light Compact (the “Compact”);

WHEREAS, the Compact, through its agent, Barnstable County, issued a request for proposals for all-requirements competitive retail power supply for the residential, small commercial/industrial, and medium and large commercial/industrial accounts (the “Accounts”) of the Members of the Compact (the “RFP”).

WHEREAS, the Compact, for itself and for its Members, desires to supply certain confidential information to the Company so that the Company may submit a proposal in response to the RFP;

WHEREAS, the Company may also disclose certain confidential information in its proposal; and

WHEREAS, the parties desire to maintain the confidentiality of such information to the greatest extent allowed by law.

NOW THEREFORE, the parties hereby agree and state as follows:

¹ Bidders: Please type in your company name and other company information where appropriate.

1. *Confidential Information.* The term “Confidential Information” means all trade secrets or confidential, competitively sensitive or other proprietary information provided by either party in connection with the RFP and/or the execution or performance of the Competitive Electric Supply Agreement that the parties may enter into (the “Energy Activity”), whether disclosed directly or indirectly, in writing or orally, and which, if in tangible form, is marked by the disclosing party with the words “Confidential” or “Proprietary” or marking of similar import, or if disclosed orally, is identified as confidential at the time of disclosure and in a written notice delivered to the nondisclosing party promptly following disclosure. Confidential Information also includes customer account load data which is being made available to bidders from NSTAR in connection with the RFP (the “Confidential Load Data”). Confidential Information does not include:

- (i) information already in the possession of the nondisclosing party at the time of disclosure by the disclosing party, as long as such information was not provided by the disclosing party;
- (ii) information that is now or later becomes publicly available, unless such information becomes publicly available as a result of any action or inaction on the part of the nondisclosing party;
- (iii) information received by the nondisclosing party from a third party, unless such third party was under a duty of confidentiality with respect to such information;
- (iv) information for which disclosure is required under the Massachusetts Public Records Act, including without limitation, G. L. c. 4, §7, cl. 26 and G. L. c. 66, §10; or
- (v) information that is not designated or identified by the disclosing party as “Confidential” or “Proprietary” at the time of its initial submission. Such information shall be presumptively subject to disclosure under the Public Records Act.

2. *Use of Confidential Information.* The parties shall use the Confidential Information exclusively in connection with the Energy Activity. Each party shall receive all Confidential Information in strict confidence and shall protect the Confidential Information against disclosure using the same degree of care, but no less than a reasonable degree of care, that each party uses to protect its own confidential information.

3. *Disclosure to Third Parties.* The nondisclosing party agrees that it will not disclose any Confidential Information to any third party without the prior written consent of the disclosing party. After having obtained the written consent of the disclosing party, the nondisclosing party agree(s) that it will: (i) advise the third party of the terms of this Agreement; (ii) advise such party that it will be bound by the terms of this Agreement; and (iii) have such party execute a Non-Disclosure Certificate in the form attached to this Agreement as Exhibit A. The nondisclosing party may disclose Confidential Information only to consultants and contractors and other agents of the nondisclosing party who execute Non-Disclosure Certificates.

4. *Ownership of Confidential Information; No Implied License or Warranty.* Each party acknowledges that it has no ownership or proprietary rights in the disclosing party's Confidential Information, and that the Confidential Information is the sole property of the disclosing party. Nothing in this Agreement will be construed as granting as rights to the receiving party by license or otherwise, to any of the disclosing party's Confidential Information, except as specifically stated in this Agreement. Neither party makes any warranty or guaranty as to the accuracy of Confidential Information disclosed hereunder, nor is any assurance provided that Confidential Information is fit for any particular intended use or purpose. Each party shall rely on Confidential Information only at its own risk.

5. *Notes, Copies and Abstracts.* To the extent necessary to carry out the Energy Activity, the receiving party may make notes, copies or abstracts of the Confidential Information, provided that all such notes, copies and abstracts themselves are marked as confidential and provided that the receiving party maintains a written record of the distribution of all such copies and abstracts.

6. *Return of Confidential Information.* Within fourteen days of receiving notice that it is not the winning bidder, the Company will return to the Compact all copies of Confidential Information, and will destroy all notes, copies, abstracts, documents, computer files and other media that contain Confidential Information, and will provide to the Compact a written certification of an officer of the receiving party that it has done so. If the Company is the winning bidder, within fourteen (14) days after the Company has ceased to provide services to the Compact, the Company will return to the Compact all copies of Confidential Information, and will destroy all notes, copies, abstracts, documents, computer files and other media that contain Confidential Information, and will provide to the Compact a written certification of an officer of the receiving party that it has done so. If requested in writing, the Compact will return any Confidential Information received from any bidder (including the winning bidder), upon expiration of the relevant document retention period under Massachusetts Law. Each party agrees that upon the return of the Confidential Information, it shall continue to be bound by the terms of this Agreement.

7. *Scope of Agreement.* This Agreement is binding upon the employees, officers, directors, agents, representatives, attorneys, contractors and consultants and affiliates of each party. The Company understands and agrees that certain Confidential Information disclosed by the Compact may be owned by its Members and that the Compact is disclosing such information in its role as agent for the Members. The Company understands and agrees that such information shall be entitled be treated as Confidential Information under this Agreement.

8. *Consent of the Disclosing Party.* As to any instance under this Agreement whereby the nondisclosing party is required to obtain the consent of the disclosing party prior to taking certain actions, the disclosing party reserves the right to withhold consent for any reason.

9. *Term.* This Agreement shall become effective when executed by both parties and shall continue in effect until either: (i) in the event that the Company is the successful bidder, two (2)

years after the Company has ceased to provide services to the Compact, or until sooner terminated by the written agreement of both parties hereto, or (ii) the event that the Company is not the successful bidder, two years after termination of the solicitation process. The obligations of confidentiality contained herein shall survive and continue following the expiration or termination of this Agreement, unless otherwise agreed to in writing by both parties hereto.

10. *Required Disclosures.* Anything in this Agreement to the contrary notwithstanding, the nondisclosing party may disclose Confidential Information to the extent that it is required to do so by law, a court, or other governmental or regulatory authorities; provided, however, that the nondisclosing party shall give the disclosing party written notice of such a required disclosure prior to making such disclosure so that the disclosing party may seek a protective order or other relief with respect to such Confidential Information, and shall limit the disclosure to the minimum required to comply with the law, court order, or governmental or regulatory authority. Company acknowledges that the Compact and its Members are subject to public records laws, including without limitation, G. L. c. 4, §7, cl. 26 and G. L. c. 66, §10.

11. *Representations and Warranties.* The Compact hereby represents and warrants to the Company as follows: (i) the Compact shall use the Confidential Information only in connection with the Energy Activity; (ii) this Agreement constitutes the legal, valid and binding obligation of the Compact enforceable in accordance with its terms; and (iii) the Compact has taken all necessary action to authorize and approve the execution and delivery of this Agreement and the performance of the obligations hereunder. The Company hereby represents and warrants to the Compact as follows: (i) the Company shall use the Confidential Information only in connection with the Energy Activity; (ii) this Agreement constitutes the legal, valid and binding obligation of the Company enforceable in accordance with its terms; and (iii) the Company has taken all necessary action to authorize and approve the execution and delivery of this Agreement and the performance of the obligations hereunder. The representations and warranties contained in this Agreement shall survive execution and delivery of this Agreement.

12. *Governing Law; Enforcement; Liquidated Damages for Certain Breaches.* The validity, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts without regard to its choice of law rules. The parties agree that venue for judicial enforcement of this Agreement shall be Barnstable County Superior Court. The parties acknowledge and agree that the extent of damage to the disclosing party in the event of a breach by the nondisclosing party of any of the covenants contained in this Agreement will be difficult or impossible to ascertain and that there may be no adequate remedy at law available to the disclosing party. The parties therefore agree that, in the event of such breach, the disclosing party, in addition to receiving damages for breach, shall be entitled to enforce any and all of the covenants contained in this Agreement by injunctive or other equitable relief. In addition, in the event of disclosure of Confidential Load Data in violation of this Agreement, the Company shall pay the Compact fifty thousand dollars (\$50,000.00) as liquidated damages. The sum is agreed upon as liquidated damages and not as a penalty. The parties hereto have computed, estimated, and agreed upon the sum as an attempt to make a reasonable forecast of

probable actual loss of the Compact's competitive advantage because of the difficulty of estimating with exactness the damages which will result.

13. *Notices.* Except for any notice required by law to be given in another manner, all notices, waivers, demands, or other communications required or permitted by this Agreement to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established overnight commercial courier delivery service, with charges prepaid or duly charged by the sender; or (iii) registered or certified mail, return receipt requested, first class, postage prepaid and addressed as follows:

FOR THE COMPACT:

Margaret T. Downey, Administrator/Chief Procurement Officer
Cape Light Compact
P.O. Box 427
3195 Main Street
Barnstable, MA 02630
(508) 375-6636 (phone)
(508) 362-4136 (facsimile)
mdowney@barnstablecounty.org (email)

FOR THE COMPANY:

[insert contact information]

With a copy to:

[insert contact information]

Any party may additionally provide notice by electronic mail, facsimile, or telephone communication, but this shall not relieve the party of the obligation to provide notice as specified above.

14. *Waiver.* No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by any party to insist upon strict compliance with any term of this Agreement shall be deemed a waiver of such term. No waiver or relinquishment of any right under this Agreement at any one or more times shall be deemed as a waiver or relinquishment of such power or right at any other time.

15. *Assignment; Successors and Assigns.* No party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

16. *Entire Agreement; Amendments.* This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both parties hereto.

17. *Further Agreements.* Nothing contained in this Agreement shall be deemed, by implication or otherwise, to convey to the nondisclosing party any rights in any Confidential Information, nor shall this Agreement be deemed a commitment of any kind by the Compact or the Company to enter into any further agreements with respect to any Confidential Information.

18. *Severability.* If any of the provisions of this Agreement shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect the validity or enforceability of any other provision of this Agreement to the maximum extent permissible by law.

19. *No Joint Venture.* Nothing in this Agreement is intended or shall be deemed to make the Compact a partner or joint venturer of the Company.

20. *Counterpart Execution; Scanned Copy.* This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this Agreement first be proven.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates written below.

FOR THE COMPACT:

FOR THE COMPANY:

Name: Margaret T. Downey
Title: Administrator/Chief Procurement Officer
As authorized by the Barnstable County Commissioners
Dated: _____

Name: _____
Title: _____
Dated:_____

EXHIBIT A

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that the Confidential Information, as that term is defined in the Confidentiality Agreement between the Cape Light Compact and the [Company] dated _____, 2010 (the "Agreement"), is being provided to me pursuant to the terms and restrictions of the Agreement. I also certify that I have been given a copy of the Agreement, have read its terms and conditions, and agree to be bound by them. I understand that the contents of the Confidential Information and any parts of notes, abstracts, memoranda, or any other form of information that contains such Confidential Information shall not be disclosed to anyone nor copied other than in accordance with the Agreement, and shall be used only for the limited purposes stated therein. I also agree to protect the confidential and proprietary nature asserted for the Confidential Information.

I further acknowledge that, in the event that my role as a _____ of [the Company] ceases, I shall return all copies of Confidential Information and destroy all parts of notes, memoranda, and other documents that contain such material in accordance with the Agreement, and I shall continue to be bound by the terms and conditions of the Agreement.

By: _____

Name: _____

Title: _____

Organization: _____

Representing: _____

Date: _____

The Attorney General asked:

AG 2-3 For subsequent power supply contracts, please indicate whether the Cape Light Compact will use the same process for accepting an electric service agreement (“ESA”), notifying customers, mailing opt-out notices, and transferring customers. If not, describe the process the Cape Light Compact will use to negotiate subsequent power supply contracts, notify customers, and transfer customers to a new competitive supplier.

The Compact states:

Please refer to the Compact’s responses to DPU 1-13, 1-14, and 3-2, included below. Prior to soliciting bids for an ESA for the Compact’s aggregated load, the Compact ensures that the Request for Proposals (“RFP”) and ESA are complete and accurate. The Compact then distributes the RFP to competitive suppliers that are qualified to carry out the obligations of the ESA. Factors considered in making this determination include a supplier’s size and financial security, experience serving customers in Massachusetts, and reputation. The Compact may, at its discretion, make use of other means to distribute RFPs as well. In the Compact’s most recent RFP for its full aggregation, in 2010, four suppliers were provided with the RFP. Suppliers interested in responding to the RFP execute a Confidentiality Agreement with the Compact. The Compact then shares electric account information with suppliers including current enrollment and hourly load data. The process allows suppliers to submit questions to the Compact, with responses going to all of the suppliers. Suppliers then enter into a contract negotiation process with the Compact, resulting in contracts acceptable to both the Compact and prospective bidders. Compact staff, select Compact Board members, counsel and consultants are responsible for these negotiations. Finally, the Compact solicits price bids from suppliers. In the past, the Compact has solicited price bids for fixed-price offers and for pricing strategies to provide all-requirements power. For periods in which the Compact solicited pricing strategies, the Compact meets in person with prospective suppliers upon receipt of the price bids. These meetings generally include Compact staff, counsel, consultants, and select Compact Board members. On a set bid evaluation day, the Compact, including staff, counsel, consultants, and select Compact Board members, review bids. The Compact may select a bid at that time, or it may decide to negotiate further with one or more bidders. The Compact may alter elements of the process described above if market conditions, timing, or other circumstances require.

While the process is informed by and heavily involves Compact staff, counsel, consultants, and select Compact Board members throughout, the Compact’s Chief Procurement Officer is ultimately responsible for making a selection and executing the ESA on the Compact’s behalf. The Chief Procurement Officer asks for volunteers from the Compact Board to participate in the negotiation, meetings and bid review for the RFP process for the Compact’s power supply program. To date, the Compact Board, as a whole, has not requested to participate, instead opting to have individual Board members volunteer to participate. A Board member would be explicitly precluded from volunteering to participate in the negotiation, meetings, and bid review for an electric service agreement for the Compact’s power supply program if they had a conflict of interest. No Board member has been excluded from participation. The full Compact Board is given updates during the process and a final briefing upon award of the

contract.

DPU 1-13

Refer to the Compact's Plan at 10-11, 16. Please describe, in detail, the process the Compact uses to solicit bids for an ESA for the Power Supply Program. Indicate who executes the ESA on behalf of the Compact.

Response

Prior to soliciting bids for an ESA for the Compact's aggregated load, the Compact ensures that the Request for Proposals ("RFP") and ESA are complete and accurate. The Compact then distributes the RFP to competitive suppliers that are qualified to carry out the obligations of the ESA. Factors considered in making this determination include a supplier's size and financial security, experience serving customers in Massachusetts, and reputation. In the Compact's most recent RFP for its full aggregation, in 2010, four suppliers were provided with the RFP. Suppliers interested in responding to the RFP execute a Confidentiality Agreement with the Compact. The Compact then shares electric account information with suppliers including current enrollment and hourly load data. The process allows suppliers to submit questions to the Compact, with responses going to all of the suppliers. Suppliers then enter into a contract negotiation process with the Compact, resulting in contracts acceptable to both the Compact and prospective bidders. Compact staff, select Compact Board members, counsel and consultants are responsible for these negotiations. Finally, the Compact solicits price bids from suppliers. In the past, the Compact has solicited price bids for fixed-price offers and for pricing strategies to provide all-requirements power. For periods in which the Compact solicited pricing strategies, the Compact meets in person with prospective suppliers upon receipt of the price bids. These meetings generally include Compact staff, counsel, consultants, and select Compact Board members. On a set bid evaluation day, the Compact, including staff, counsel, consultants, and select Compact Board members, review bids. The Compact may select a bid at that time, or it may decide to negotiate further with one or more bidders. While the process is informed by and heavily involves Compact staff, counsel, consultants, and select Compact Board members throughout, the Compact's Chief Procurement Officer is ultimately responsible for making a selection and executing the ESA on the Compact's behalf.

Witness responsible

Margaret T. Downey, Administrator, Cape Light Compact

DPU 1-14

Refer to the Compact's Plan at 17. Please describe, in detail, the process the Compact will use to notify customers of the execution of a new ESA for the Power Supply Program.

Response

The Compact will provide notification of new prices accompanying the execution of a new ESA using the same vehicles it currently employs to notify customers of new prices. These include posting prices to the Compact's web site, running a notice in all of the Cape and Vineyard daily and weekly printed newspapers, issuing a press release, and posting on social media. Please refer to Attachment DPU 1-14 providing the notice utilized by the Compact.

Witness responsible

Margaret T. Downey, Administrator, Cape Light Compact

DPU 3-2 Refer to the Compact's response to information request DPU 1-13. Please indicate whether all Compact Board members may participate in the negotiation, meetings, and bid review for an electric service agreement for the Compact's power supply program. If all Compact Board members cannot participate, explain how Board members are chosen to participate. Explain under what circumstances a Board member may be excluded from participation.

Response

The Chief Procurement Officer asks for volunteers from the Compact Board to participate in the negotiation, meetings and bid review for the RFP process for the Compact's power supply program. To date, the Compact Board, as a whole, has not requested to participate, instead opting to have individual Board members volunteer to participate. A Board member would be explicitly precluded from volunteering to participate in the negotiation, meetings, and bid review for an electric service agreement for the Compact's power supply program if they had a conflict of interest. No Board member has been excluded from participation.

The full Compact Board is given updates during the process and a final briefing upon award of the contract.

Witness responsible

Margaret T. Downey, Administrator, Cape Light Compact

The Attorney General asked:

AG 2-5 Provide a graphical description, e.g., flow-chart, depicting the process of soliciting bids for an ESA, evaluating bids, negotiating an ESA, approval of the ESA by the Cape Light Compact, execution of the ESA, and enrollment of customers. In the Cape Light Compact's response include the entity or person responsible for each function and a brief description of how the entity or entities will complete the function

The Compact states:

The Compact has already provided a detailed explanation of the process it uses to solicit bids for an ESA and the parties involved in each step of the process. Please refer to the Compact's response to DPU 1-9 (included below), 1-13 (included in response to AG's question 2-3) and 3-2 (included in response to AG's question 2-3). Please refer to the Revised Aggregation Plan at Section 2.3.1 (included below). For a Compact organizational chart, please refer to Attachment DPU 1-25 (included below).

The Compact's power supply is opt-out. See Plan at Sections 2.3.1 and 12.3. At this time, there is no "enrollment process," as customers moving in to the Compact's service territory are automatically enrolled, and then sent an opt-out notice from the Compact. Customers always maintain the ability to opt-out.

There is no need for a new customer "enrollment" each time the Compact executes a supply agreement. A newly selected supplier works with Compact staff and the local distribution company (LDC) to ensure customers are assigned to the correct supplier.

Please see the graphical description below, but note that the responses referenced above provide greater detail.

Graphical Description of
ESA Selection. For more
detail, see responses
above.

Soliciting Bids

Responsible – Compact staff,
Chief Procurement Officer
(CPO)

Distributed to list of qualified
potential bidders, and through
other appropriate channels

Bidder questions

Responsible – Compact staff,
CPO, Counsel, Consultants

Responses to questions from
bidders answered and
distributed to all bidders

Contract Negotiations

Responsible – Compact staff,
CPO, Counsel, Consultants

Compact and bidders finalize
form of contract

Bids Received, Evaluation

AG-2-5

Responsible – Compact staff, CPO,
Counsel, Consultants, some board
members

Bidders respond with price bids or
strategy proposals, depending on RFP. If
price, interviews omitted.

Bidder Interviews

Responsible – Compact staff, CPO,
Counsel, Consultants, some board
members

Top bidders interviewed. Compact may
negotiate further with one or more
bidder.

Contract Selection

Responsible – Compact staff, CPO,
Counsel, Consultants, some board
members

Bidder selected and contract executed by
CPO.

Billing Arrangements w/ LDC

Responsible – Selected supplier, Compact
staff

Compact staff works with selected bidder
and distribution company to ensure
customers are assigned to correct
supplier.

DPU 1-9

Refer to the Compact's Plan at 9. Please explain and provide examples of how the Compact explores "all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, among other things, the formation or and/or [sic] membership in a co-operative organization to purchase or produce energy or renewable energy certificates ("RECs") or both on a long-term basis." Indicate whether these contracts are for the Compact's power supply program or renewable energy program or both.

Response

The Compact explores all available options for negotiating the best terms and conditions for electricity supply by utilizing a competitive procurement process to select a supplier to serve customers in the Compact's Power Supply Program. As part of this process, the Compact requires competitive suppliers to adhere to certain provisions in its form of power supply contract to mitigate potential risks to the Compact and its customers (e.g., indemnification, insurance, financial sureties, etc.). In addition, the Compact encourages suppliers looking to serve customers in the Compact's Power Supply Program to offer a range of pricing scenarios and strategies for the Compact to consider (e.g., fixed prices, indexed prices, or other prices, etc.). The Compact will explore these scenarios, taking into consideration the state of the energy market at the time of the offering and as projected for the term of the power supply offering. The Compact utilizes staff, select Compact Board members, consultants and legal counsel to explore these options and to negotiate the contracts for the Compact's Power Supply Program.

From time to time, the Compact also entertains proposals from energy suppliers and renewable energy developers looking to provide all or a portion of the energy necessary to support the Compact's Power Supply Program. The Compact utilizes staff, select Compact Board members, consultants and legal counsel to explore these proposals as they relate to price stability for Compact customers, overall risk to Compact customers, and the mix of energy resources associated with the supply of energy for the Compact's Power Supply Program.

The Compact explores all available options for negotiating the best terms and conditions for the development of renewable energy resources through its formation and financial support of and membership in the Cape & Vineyard Electric Cooperative, Inc. ("CVEC"). CVEC is an energy cooperative established pursuant to G.L. c. 164, §136. CVEC has a broad range of authority granted under statute. The Compact serves on the CVEC Board of Directors and the Compact always has a representative on the CVEC Executive Committee. The Compact participates in all CVEC matters, including, among other things, the development of solar photovoltaic ("PV") projects in the Compact's member municipalities on Cape Cod and Martha's Vineyard. In 2009, CVEC procured the development of about 750 kW of net-metered rooftop PV projects on school buildings in CVEC member municipalities. In 2010, the Compact entered into a long-term agreement with CVEC to purchase the renewable energy certificates ("RECs") associated with the energy generated by these PV projects. See Attachment DPU 1-2(b) (confidential-redacted).

The Compact uses these RECs to support the green energy portfolio of the *Cape Light Compact GreenSM* offering for customers in the Power Supply Program. During 2010-2012, CVEC procured and is currently in the process of developing over 20 megawatts of net-metered PV projects in the Compact's member municipalities on Cape Cod and Martha's Vineyard. CVEC has the option in future years to purchase these PV projects from the third-party project owner and at such time, CVEC will own the RECs from these PV projects and the Compact could consider purchasing the RECs for use in *Cape Light Compact GreenSM* or to support the renewable energy portfolio standard obligations of an energy supplier in the Power Supply Program.

The Compact also continues to explore options to purchase RECs from other projects and produce economic and/or environmental benefits for consumers.

Witness responsible

Margaret T. Downey, Administrator, Cape Light Compact

CAPE LIGHT COMPACT AGGREGATION PLAN

For additional information contact:

Cape Light Compact Administrator
P.O. Box 427
Superior Court House
Barnstable, MA 02630

Telephone: (508) 375-6636

UPDATED
August 20, 2014

FOREWORD

On August 27, 2013, the Cape Light Compact (“Compact”) was asked by the Department of Public Utilities (“DPU”) to review its Aggregation Plan to determine whether the Compact should file a revised plan to reflect current structure and operations, consider removing obsolete references and to comply with any applicable laws, regulations and DPU precedent as well as the forthcoming decision in DPU 12-124 (Lowell Aggregation Plan). (The Lowell decision was subsequently issued on November 27, 2013.)

The Compact’s Aggregation Plan was prepared in 1999 and approved by the DPU in 2001. It was drafted to reflect the requirements of state law at the time it was submitted for approval to the DPU. The Compact’s structure and purposes also are set forth in detail in the Inter-Governmental Agreement, executed by all participating Compact member towns and counties (“Members”). The Inter-Governmental Agreement was originally adopted by the Compact members in 1998 and is the document that has guided the Compact after its initial implementation of universal generation service on an opt-out basis. The Inter-Governmental Agreement is reviewed by the Compact Board on a regular basis, and was most recently updated in September 2012. The Compact complies with all relevant statutory provisions as they may be amended from time to time by the Massachusetts Legislature.

It was not the Compact’s objective to continually update the Aggregation Plan as it was viewed as an initial requirement for becoming a municipal aggregator. Going forward and in accordance with DPU 12-124, the Compact will update its Aggregation Plan should it seek to materially deviate from the approved plan or if changes in the law, regulations, the competitive supply market or other circumstances result in the approved plan no longer accurately describing the primary operations of the Compact’s aggregation. The Compact and its Members also may make other updates to the Inter-Governmental Agreement.

The following updates to the Plan incorporate a broad overview of current operations and practices, but also preserve certain sections of the Aggregation Plan that are important for historical context. We hope that the Cape and Vineyard community appreciate the compilation of past and present Compact activities, and encourage all interested persons to read the Inter-Governmental Agreement for a more up-to-date reflection of the Compact’s organizational structure and practices as it undertakes not only aggregated power supply and the provision of energy efficiency services but also other activities as an intergovernmental compact between the twenty-one Cape and Vineyard towns and their two counties.

After the Updated Plan was filed with the DPU on April 3, 2014 and discovery concluded, the DPU held a technical session and suggested further revisions to improve the clarity and completeness of the Updated Plan. None of these additional revisions make substantive changes to the Compact’s operations. The Compact filed these further revisions on August 20, 2014.

Sincerely,
Joyce Flynn
Chair
March 2014 (revised August 2014)

Purpose of the Aggregation Plan

The Cape Light Compact (the “Compact”) developed this Aggregation Plan in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the Compact. The Aggregation Plan has been developed in consultation with the then Massachusetts Division of Energy Resources, now the Department of Energy Resources (hereafter “DOER”).

The Compact is a cooperative effort of twenty-one Cape Cod and Martha’s Vineyard towns and Barnstable and Dukes counties. The Compact was formed in 1997 following two years of study and town meetings and town council votes. Its purpose, among other things, is to represent consumer interests in the competitive markets for electricity. It seeks to aggregate all consumers to negotiate the best terms and conditions for electricity supply and pricing and to advance consumer protection for the residents and businesses of Cape Cod and the Vineyard. It brings together the buying power of up to 202,000 customers (as of March, 2014). Participation is voluntary for the towns and for each individual consumer. Any individual has the opportunity to decline power supply service provided through the Compact and choose any electric supplier they wish.

The Compact provides:

- 1) an option to join together for purchase of power supply at the best terms and conditions and the most competitive market rates available;
- 2) the recovery of funds collected from Cape and Vineyard consumers by the Local Distribution Company on behalf of the Compact each year for energy efficiency and application of those funds in approved energy efficiency and conservation programs; and
- 3) an opportunity for professional representation at the state level and in negotiations with the Local Distribution Company with respect to changes in the electric industry.

The Compact distributed this plan for public review prior to submitting it to the Department of Public Utilities (hereafter “DPU”).

Member towns:

(Barnstable County):

Barnstable	Harwich
Bourne	Mashpee
Brewster	Orleans
Chatham	Provincetown
Dennis	Sandwich
Eastham	Truro
Falmouth	Wellfleet
	Yarmouth

(Dukes County):

Aquinnah
Chilmark
Edgartown
Oak Bluffs
Tisbury
West Tisbury

CONTENTS

- 1.0 The Process of Aggregation
- 2.0 The Organizational Structure and Operations of the Compact Program
- 3.0 Program Funding
- 4.0 Activation and Termination of the Power Supply Program
- 5.0 Methods for Entering and Terminating Agreements with Other Entities
- 6.0 Ratesetting and Other Costs to Participants
- 7.0 Universal Access
- 8.0 Equitable Treatment of All Classes of Customers
- 9.0 Reporting
- 10.0 Reliability
- 11.0 Rights and Responsibilities of Power Supply Program Participants
- 12.0 The Consequences of Aggregation
- 13.0 Meet Any Requirements Established By Law or the Department Concerning Aggregated Service
- 14.0 Updating the Compact's Aggregation Plan

REQUIREMENTS FOR MUNICIPAL AGGREGATION

General Law c. 164, §134 (part of the Massachusetts Electric Industry Restructuring Act) contains several requirements for municipal aggregators. One requirement is to develop an Aggregation Plan in consultation with the DOER. The Aggregation Plan is subject to review by citizens in the participating towns and approval by the DPU. The Compact's Aggregation Plan went through this process in 1999 and received DPU approval in D.T.E. 00-47 (2001). Under the law [G.L. c. 164, §134], there are fourteen requirements to be described in the Aggregation Plan.

1.0 THE PROCESS OF AGGREGATION

The process of municipal aggregation for the Compact involved a multi-step public process that the Compact originally undertook from 1998 to 2001:

- 1.1 Vote of town meeting
- 1.2 Vote of selectmen, town council, or county commissioners
- 1.3 Town/county representative participates on Compact Governing Board
- 1.4 Planning process/development of policy including Aggregation Plan, RFPs, contracts
- 1.5 Development and release of Request for Proposals
- 1.6 Review of Aggregation Plan by citizens
- 1.7 Power supply contract to selectmen/town council for acceptance vote, conditioned on DPU approval and final signing
- 1.8 Power supply contract and Aggregation Plan submitted to DPU for approval
- 1.9 Final signing by each participating town
- 1.10 Notification of consumers of automatic enrollment
- 1.11 Administrative transfer of customers to Compact supplier(s)
- 1.12 180-day opt-out period begins on first day of service
- 1.13 File contract and report with state (DPU, DOER, Inspector General) within 15 days of signing contract

In addition to this process, as a public entity the Compact must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

The 2014 revisions to the Compact's Aggregation Plan included the following steps:

- 1.1 August 27, 2013, the DPU sent the Compact a letter asking the Compact to consider revising its Aggregation Plan.
- 1.2 September 11, 2013, Compact Governing Board discussed DPU letter at its Board Meeting and agreed that revisions to Aggregation Plan were warranted and developed a process for revising the Aggregation Plan.
- 1.3 November 20, 2013, Compact Governing Board continued deliberations and began discussion of proposed revisions to Aggregation Plan.

- 1.4 December 5, 2013, as required by G.L. c. 164, §134(a) and the DPU August letter, the Compact Administrator consulted with DOER regarding the Compact's proposed process and revisions to the Aggregation Plan. DOER provided suggested revisions to the Aggregation Plan, which were incorporated into the Updated Aggregation Plan.
- 1.5 December 11, 2013, Compact Governing Board reviewed and discussed a redlined version of the proposed Updated Aggregation Plan. The Board also approved a seven week public comment period and three informational meetings on the Updated Aggregation Plan.
- 1.6 December 17, 2013, the Compact's public comment period on the Updated Aggregation Plan opened.
- 1.7 December 17, 2013, the Compact Administrator electronically sent the Updated Aggregation Plan to all twenty-three Compact Members, along with a memorandum summarizing the proposed revisions. In addition, the Compact staff met with most of the Compact member towns and counties to provide information and answer questions regarding the proposed revisions.
- 1.8 January 9, 2014, the Compact Board continued its discussions of the proposed revisions.
- 1.9 January 15, 16 and 30, 2014, informational sessions on the Updated Aggregation Plan were held in Mashpee, Orleans, and Oak Bluffs, respectively.
- 1.10 January 23, 2014, the Compact Administrator met with a representative from the Attorney General's Office to discuss the Updated Aggregation Plan. The Attorney General requested the Compact consider an addition to the Aggregation Plan. After consideration by the Compact Board, the Compact included the suggested addition.
- 1.11 February 7, 2014, the Compact's public comment period closed. The Compact received 65 letters in support of the proposed revisions and 14 letters opposing the proposed revisions. The Compact Board was provided all of the letters.
- 1.12 February 26, 2014, the DPU directed the Compact to file its Updated Aggregation Plan no later than April 4, 2014.
- 1.13 March 12, 2014, the Compact Governing Board discussed and reviewed additional proposed revisions from its Members, the DOER, Attorney General, and the public. The Compact Board voted and approved the filing of its Updated Aggregation Plan with the DPU.
- 1.14 March 25, 2014, the Compact completed its consultation with DOER.
- 1.15 April 3, 2014, the Compact filed its Updated Aggregation Plan with the DPU.
- 1.16 August 20, 2014, at the direction of Department Staff, the Compact filed revisions to its Updated Aggregation Plan.

2.0 THE ORGANIZATIONAL STRUCTURE AND OPERATIONS OF THE COMPACT PROGRAM

The Compact is organized in accordance with state law. It is an intergovernmental organization authorized by votes of town meeting, boards of selectmen, town council, and county commissioners. It consists of twenty-one towns and Barnstable and Dukes counties. Its articles of organization comprise a formal Inter-Governmental Agreement signed by each participating town or county member. Membership provides voting rights and inclusion for planning, analysis, and participation in Compact programs. The organization relies on the existing structure of local and county government and agreements between government agencies.

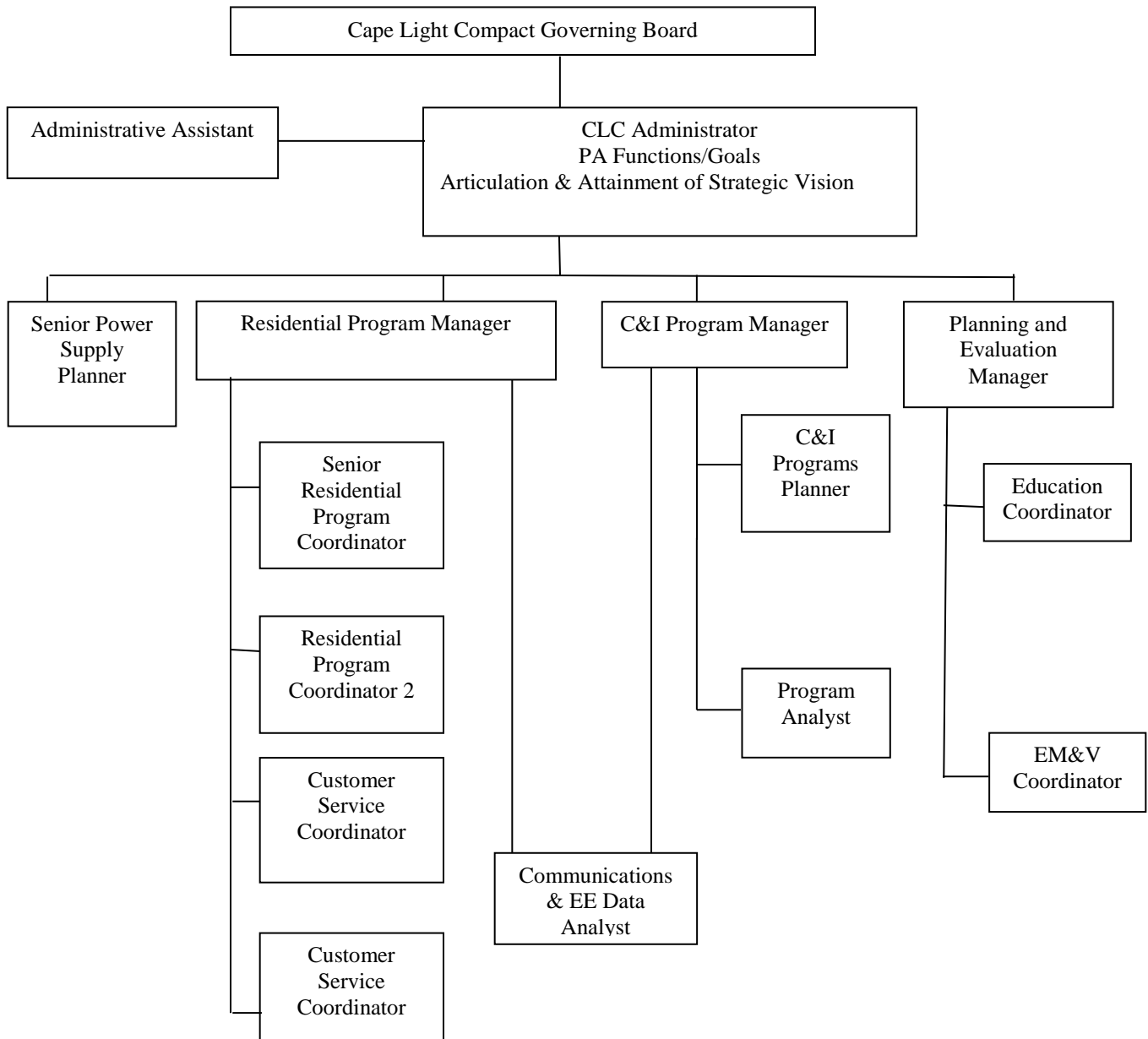
The Compact Governing Board is made up of one representative appointed by each of the member municipalities and the two counties, as well as an alternate representative that each member and county may appoint. The term of each Compact Governing Board member varies depending upon the member town/county. Presently, there are some members serving a fixed term and some serving at the pleasure of the municipality. The Compact Governing Board is responsible for establishment of the policies and development of the Compact, except with respect to those powers reserved to the member municipalities of the Compact by law or the Inter-Governmental Agreement.

At its first meeting following the end of each calendar year, the Compact Governing Board elects a chairman, vice chairman, treasurer, and secretary, and such other officers as the Governing Board may determine. The term of office is one year and until respective successors are elected and qualified.

The Compact Governing Board and its officers are responsive and responsible to consumers and the Boards of Selectmen and Town Manager/Town Council. The operational role of the Compact in relation to consumers and Boards of Selectmen and Town Council is outlined and described in the following pages.

CAPE LIGHT COMPACT

Organizational Structure



2.1 Description of Operational Units

There are five operational units to the Compact as described below.

Unit One: Consumers

Consumers hold the ultimate authority over the Compact and its functions. They can make determinations on local authority, policy, and programs at town meetings. They can elect candidates for Boards of Selectmen or Town Council who may take positions regarding the Compact. They can express their views to their local Compact representative. They can participate in local and regional meetings and hearings regarding issues related to the Compact and they can attend Compact meetings to express their views.

In addition, every consumer in a participating town is eligible to participate in the Compact's programs. Every consumer also has the ability to decline supply service through the Compact and choose any other power supply option available. Consumers who are dissatisfied with services provided under contracts negotiated by the Compact may also communicate directly with the Compact Governing Board in an effort to alter or otherwise improve services. Consumers may also bring issues before their Boards of Selectmen, Town Council, or town meeting.

Unit Two: Board of Selectmen and/or Town Manager

Based upon their existing authority, or authority provided by voters at town meetings, the Board of Selectmen and Town Manager may act through their appointed Board members on program and policy issues and contract recommendations. In addition, they may provide instructions to their representative on the Compact Governing Board regarding specific policy or program decisions to be made by the Compact. They may also raise issues directed to them by consumers for the Compact to address.

Unit Three: Compact Governing Board

The Compact Governing Board carries out the collective decisions and instructions of the towns and consumers. Every member town that signed the Inter-Governmental Agreement has a representative on the Compact Board. Policy and program decisions are made on a one-town-one-vote basis. However, issues with financial implications for the towns are made on the basis of a weighted vote. A weighted voting process also allows separate determinations by Barnstable County and Dukes County towns. The Compact's subcommittees focus on particular issues and bring policy decisions back to the Governing Board. The Governing Board determines recommendations to be made to the Boards of Selectmen and Town Council and to the two Counties. (The list of current representatives is available on the Compact's website at www.capelightcompact.org.)

Unit Four: Barnstable County

Barnstable County serves as the Compact's procurement agent for all matters related to the procurement of basic goods and services, i.e. office supplies and equipment. The Compact's Chief Procurement Officer ("CPO"), appointed by the Governing Board, procures all other services for both the Compact's energy efficiency and power supply activities, except for certain energy efficiency contracts that are procured on a statewide basis. In addition, Barnstable County, under an Administrative Services Agreement, provides office and meeting space and administrative support to coordinate the Compact's operations contingent upon the Compact's approval.

Unit Five: Service Suppliers

Power suppliers contract with the Compact through its CPO. The Power Supply Program is negotiated, recommended, and monitored for compliance by the Compact through its CPO and/or the CPO's designee. The CPO reports the results of power supply bids and associated negotiations to the Governing Board.

Contracts with consultants, vendors of energy efficiency or demand side management services, or other services negotiated and recommended by the Compact, are administered by Barnstable County on behalf of the Compact.

2.2 Program Operations

The Compact's operations are guided by the provisions and goals contained in the Inter-Governmental Agreement, and the instructions and decisions of the Compact Governing Board, Boards of Selectmen, Town Council, and consumers.

The Compact's goals are outlined in the Inter-Governmental Agreement, and the Inter-Governmental Agreement has been amended by the Governing Board five times since 1998 to reflect changes in the Compact's structure, operations and purposes as follows:

Power Supply Goals:

- 1) To provide the basis for aggregation of all consumers on a non-discriminatory basis;
- 2) To negotiate the best terms and conditions and the most competitive market rates available for electricity supply and transparent pricing;
- 3) To explore all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, among other things, the formation of and/or membership in a co-operative organization to purchase or produce energy or renewable energy certificates ("RECs") or both on a long-term basis;
- 4) To provide equal sharing of economic savings based on current electric rates and/or cost-of-service rate-making approved by the DPU;
- 5) To provide and enhance consumer protection and options for service under contract provisions and to allow those consumers who choose not to participate to opt-out;
- 6) To improve quality and reliability of service;

- 7) To encourage environmental protection through contract provisions;
- 8) To utilize and encourage renewable energy development to the extent practicable through contract provisions, demonstration projects and state mandated system benefit charges for renewable energy;
- 9) To advance specific community goals that may be selected from time to time, such as placing utility wires underground;
- 10) To provide full public accountability to consumers; and
- 11) To utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

Energy Efficiency Goals:

- 1) To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and state mandated system benefit charges for energy efficiency and to use the funds from such charges to advance consumer awareness and adoption of a wide variety of energy efficiency measures through the implementation of an energy efficiency plan;
- 2) To provide full public accountability to consumers; and
- 3) To utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

2.3 Programs of the Compact

The Compact offers two programs to achieve its goals: 1) the Power Supply Program and 2) the Statewide Three-Year Energy Efficiency Program. In addition, the Compact provides professional representation on behalf of consumers in state proceedings and in negotiations with the Local Distribution Company to protect consumer interests in today's energy marketplace.

2.3.1 Power Supply Program ("Power Supply Program")

The Power Supply Program is designed to reduce the amount consumers pay for electric energy and to gain other favorable economic and non-economic terms in service contracts. The Compact does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the Compact, through its CPO, develops a contract with a power supplier for firm, all-requirements service. The contract runs for a fixed term (i.e. four years). In order to begin the Power Supply Program, the Compact's price had to be lower than the distribution company's standard offer service. The Compact met this threshold with its initial power supply price. There is no longer a statutory price benchmark for municipal aggregators. The Compact's power supply price complies with the requirements under G.L. c. 164, §134.

The process of supply contract approval contains checks and balances. After the Compact's form of all-requirements competitive electric supply contract was developed by the CPO, it was submitted to the DPU for its approval. The Compact's form of all-requirements competitive electric supply contract was approved by the DPU in D.T.E. 04-32 (2004). All electric supply contracts approved by the Compact's CPO since 2004 have been in substantially the same form as the contract approved by the DPU.

At the direction of the Governing Board, the Compact's Power Supply Program also includes the following components:

1. The CPO explores all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, among other things, the formation of and/or membership in a co-operative organization to purchase or produce energy or RECs or both on a long-term basis;
2. The CPO communicates the Compact's power supply prices by: 1) discussing at the Governing Board meeting in public session; 2) posting the prices for all customer sectors to the Compact's website; and 3) paid advertisements in all daily and weekly newspapers on Cape Cod and Martha's Vineyard;
3. Ongoing coordination with the Local Distribution Company concerning billing and other operational needs;
4. Ongoing customer communication and education about the Compact's Power Supply Program; and
5. Ongoing consumer advocacy and representation at the state level through participation in DPU proceedings, the legislative development process, the stakeholder community and before other regulatory and governmental bodies.

And lastly, individual consumers may opt-out of the program at any time, and select Basic Service through the Local Distribution Company or electric service from any other competitive supplier available, in accordance with the terms and conditions of service offered by the Local Distribution Company or such other competitive supplier. (See Section 12.3 for more detailed information on the opt-out process.) No member town is required to participate in municipal power supply contracts, and no individual consumer is required to receive service under the Compact power supply contract. Consumers may also return to the Compact's Power Supply Program.

2.3.1.1 Staffing and Manpower for the Power Supply Program

The operations necessary to plan, deliver, and manage the Compact's Power Supply Program include: 1) technical analysis; 2) competitive procurement of services; 3) regulatory approvals; 4) accounting and fiscal management; 5) contract maintenance; 6) communications; 7) program coordination; and 8) administrative support for the Compact Governing Board. The Compact's power supply staff are funded through the Compact's operational adder, collected through its power supply contract (discussed below at Section 3.0). Experienced consultants and legal counsel work under contract for the Compact.

The Power Supply Program has been developed by the Compact Governing Board with the support of technical consultants and legal counsel. Now that a contract for power supply has been secured, technical consultants and legal counsel are used on an as-needed basis to assist the Governing Board in carrying out the goals of the Compact set forth in the Inter-Governmental Agreement.

Negotiations with the Local Distribution Company and representation at the state level are undertaken as needed at the direction of the Compact Governing Board through technical and legal advisors.

2.3.1.2 Municipal Electric Accounts

At the request of Compact Members, the Compact's CPO may also negotiate contracts for competitive electric supply for municipal electric accounts of Compact Members, which are submitted to the Boards of Selectmen or Town Manager for approval. Each town can accept or reject the proposed power supply contract for supply of municipal service. No municipal power supply contract is binding on any individual member town until approved by that member town.

2.3.2 Renewable Energy Option

The Compact offers an opt-in green power program to customers called *Cape Light Compact GreenSM*. *Cape Light Compact GreenSM* is a REC-based product. Customers that enroll in *Cape Light Compact GreenSM* receive all-requirements power supply through the same contract that governs the provision of energy to all customers in the Compact's aggregation in addition to RECs proportional to their consumption. The Compact is responsible for purchasing RECs for *Cape Light Compact GreenSM*. The price for *Cape Light Compact GreenSM* is set by the Compact. The following is a summary of how *Cape Light Compact GreenSM* RECs are purchased and how customers participate in *Cape Light Compact GreenSM*:

- a) In procuring RECs for *Cape Light Compact GreenSM*, the Compact focuses on long-term contracts with local projects, ensuring stable premiums and promoting local renewable energy projects. These contracts are generally unit contingent. The Compact's approach has been to sign contracts projected to generate more RECs than will be necessary for *Cape Light Compact GreenSM* with the knowledge that the Compact can sell RECs not needed for the program to other entities. While a preference is given to local projects, the Compact negotiates prices that are in line with markets and will consider an off-Cape and Vineyard project if necessary to obtain market prices. This work is informed by the Compact's experience in the REC markets and may be supplemented by a subscription to a REC price forecasting service or expert outside consultants to help ensure a fair price.
- b) Customers may opt into *Cape Light Compact GreenSM* by calling a toll-free number operated by the Compact's current supplier. The number is exclusively for Compact customers, and is used for all power supply enrollment and billing questions. The premium for the green product generally appears on the customer's bill at the end of the next full billing cycle after the customer enrolls – comparable to a customer signing up for any competitive supply product.
- c) Customers may leave the optional green program at any time without any penalties by calling the same toll-free number used for enrollment. The premium for the green product is generally removed from the customer's bill at the end of the next full billing cycle after the customer calls to leave the green program – comparable to a customer dropping any competitive supply product.
- d) Pricing for the Compact's optional green power programs is set as fixed premiums

above the Compact's price for all-requirements power supply in effect at the time. The premiums for the two *Cape Light Compact GreenSM* products (100% and 50%) are set to recover the cost of REC purchases, marketing, administrative and other program related expenses.

- e) Pricing and other information for *Cape Light Compact GreenSM* is available on the Compact's website at www.capelightcompact.org/clcgreen. Pricing is provided for the cost of both the all-requirements power supply and the additional RECs, as opposed to just the premium itself, to minimize confusion. The Compact advertises changes in pricing for its power supply aggregation in all of the Cape Cod and Martha's Vineyard daily and weekly papers – pricing for the optional green products are included in these notices. The Compact has begun running quarterly notices in the same publications highlighting the content of both the aggregation's regular mix and the voluntary green power products. This information is also available on the Compact's website.

2.3.3 Statewide Three-Year Energy Efficiency Investment Program (“Energy Efficiency Program”)

While the Power Supply Program is designed to reduce the cost of a kilowatt hour of energy, the Energy Efficiency Program is aimed at total bill reduction. Wise use of energy also promotes important environmental and social benefits. Energy efficiency or demand side management includes practices, technology and education to advance methods for reducing energy use and monthly bills for residential, commercial, industrial, and municipal consumers. The purpose of the Compact's Energy Efficiency Program is to return maximum benefits to consumers who are providing the majority of the energy efficiency funds and to provide building blocks for market transformation. [Market transformation is an ongoing process in which program subsidies for various measures are periodically recalibrated as particular measures successfully transform the market and efficient products and technologies continue to evolve and new or enhanced measures merit program subsidies. Market transformation is a dynamic process.]

In order to administer the Energy Efficiency Program, a municipal aggregator must first receive DPU approval of its municipal aggregation plan and offer universal service as a power supply option to all classes of customers pursuant to the approved aggregation plan. The Energy Efficiency Program is the result of an iterative process that includes review by the Compact's Governing Board, Cape and Vineyard consumers, as well as other stakeholders and approval by the DPU to ensure compliance with current law and consistency with state energy goals. The Compact's Energy Efficiency Plan is submitted to the Compact Board for approval prior to submission for DPU approval.

Pursuant to the Green Communities Act, St. 2008, c. 169, (the “Act”), as well as G.L. c. 164, §134, the Compact's Energy Efficiency Program follows a process outlined in law for aggregated municipalities to access funds contributed by consumers for purposes of funding energy efficiency programs. The Compact also makes every effort to secure grants or other monies available for energy efficiency program administration. The budget for the Energy Efficiency Program is specified in the Compact's Three-Year Plan, as approved by the DPU. The Compact's energy efficiency staff is fully funded through the Energy Efficiency Program.

The Energy Efficiency Program is managed by the Compact's team of experienced energy efficiency staff and management consultants who assist in the oversight of service delivery. Service delivery for the Energy Efficiency Program is carried out by vendors. Vendors and other consultants are procured through a competitive contracting process, in accordance with public procurement law, as well as the statewide procurement process utilized by the Program Administrators of Energy Efficiency Programs to carry out the goals of the Act.

The current Compact Energy Efficiency Plan is available on the Compact's website, www.capelightcompact.org.

2.3.4 Professional Representation

As the electric industry continues to evolve and change, it is essential for Cape and Vineyard consumers to have technical and legal support to represent their interests in selected state proceedings and in negotiations with the Local Distribution Company. These efforts also attempt to improve reliability, which may result in fewer power outages and faster restoration of service.

3.0 PROGRAM FUNDING

Initial development of the Compact was funded as part of the Barnstable County budget through appropriations by the County. As of July 2012, Barnstable County ceased to appropriate funds for the Compact.

Aside from any funds that may be appropriated through a public process by the counties, the Compact may collect a kilowatt hour charge, equivalent of up to a mil per kilowatt hour, from consumers participating in the Compact's Power Supply Program. The power supply price on all consumer bills reflects all charges for the administrative and operational costs of the Power Supply Program. The operational adder ("Operational Adder") is collected by the Compact's competitive electric supplier on behalf of the Compact. The Compact's supplier may collect up to 1 mil (\$.001), or such lower amount as the Compact may determine, for every kWh sold to consumers for the duration of service under the competitive electric supply agreement. The Compact's supplier remits these funds to the Compact within thirty (30) days of the end of the month.

The Compact began using an adder for its operations expenses in September, 2002. The Compact determined the adder amount, up to 1 mil, as part of the development of the terms and conditions of its competitive electric supply agreement. The primary use of the Operational Adder funds is to support the Compact's annual power supply operational budget and other costs associated with implementing its programs. The Compact has also utilized some of the Operational Adder funds to support renewable energy development by the Cape and Vineyard Electric Cooperative, Inc., a sister organization comprised of the Compact's member counties and all but two of the Compact's member towns.

Prior to the beginning of each fiscal year, staff works with the Compact's Board Treasurer to prepare a proposed operating budget. When preparing a new Compact annual budget, the process begins with discussions by and between the Compact Board and Compact staff at regularly scheduled Board meetings that involve, among other things, a review of the prior year budget and projections for the coming year. The level of the Operational Adder is determined during this process and is based upon the projected expenses of the Compact. At the Compact Board meeting, staff addresses questions from the Compact Board on the proposed budget. Sometimes additional information is requested on specific expenditures, which is provided by staff. The Compact Board may decide to approve the budget after one meeting or the Board may elect to continue deliberating to its next regularly scheduled meeting. Approving the operating budget is by a weighted vote based on Compact Member population. The budget is posted to the Compact's website. Throughout the fiscal year, the Compact Treasurer presents, at each Compact Board meeting, a Treasurer's Report which provides an overview of the year-to-date revenues and expenses relating to the Compact's power supply and other Compact activities, e.g. energy efficiency.

In 2013, the Compact Governing Board approved a policy that requires use of any portion of the Operational Adder/power supply reserve fund shall follow the Compact's budget appropriation process.

The unreserved portion of the Operational Adder/power supply reserve fund, after appropriation of the annual power supply operating budget, shall not exceed:

1. The subsequent year's REC commitment;
2. The average of the previous three years' power supply operating budget;
3. The historical cost of procuring a new supplier should the existing contract terminate; and
4. Adequate funds for REC contractual obligations such as escrow accounts and other sureties.

At the end of each fiscal year, any appropriations from the Operational Adder/power supply reserve fund, as well as examination of the power supply fund itself, will be subject to review by a certified independent financial auditor.

All Compact funds are included in the fiscal agent's (Barnstable County) annual financial audit as agency funds.

4.0 TERMINATION OF THE POWER SUPPLY PROGRAM

The Power Supply Program may be terminated, as set forth below:

Upon the termination or expiration of the power supply contract without any extension, renewal or subsequent supply contract being negotiated.

At the decision of the Compact Governing Board to dissolve the Power Supply Program.

The Compact's Power Supply Program would be terminated should the Compact, based upon an available lower basic service price, decide to switch its customers from its Power Supply Program to basic service.

In addition, if a Compact Member municipality withdraws from the Compact, that Member municipality's municipal aggregation program is terminated.

Any termination of the Power Supply Program, in its entirety or in part, must be conducted in compliance with the DPU's conditions for termination established in D.T.E. 00-47 and subsequent pertinent orders.

The Local Distribution Company will receive notice of termination as follows: 1) ninety (90) day notice prior to a planned termination of the Compact's Aggregation Plan; 2) ninety (90) day notice prior to the end of the anticipated term of its Program's electric service agreement ("ESA"); and 3) a four-business day notice of the successful negotiation of a new ESA that extends the date at which aggregation participants would otherwise return to basic service. Additionally, each individual customer receiving power supply service under the Compact's Power Supply Program will receive notification of termination of the program ninety (90) days prior to such termination.

In the event of termination of the Power Supply Program, in whole or in part, consumers would return to the Local Distribution Company's basic service or choose another competitive supplier.

5.0 METHODS FOR ENTERING AND TERMINATING AGREEMENTS WITH OTHER ENTITIES

The Compact's process for entering, modifying, enforcing, and terminating agreements shall comply with the requirements of town charters, and state and federal laws. Where required, the procedures outlined in G.L. c. 30B shall be followed. Other agreements, such as the Inter-Governmental Agreement, shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Summary of Process to Solicit Bids for an ESA:

1. Compact, under the direction of the CPO, prepares and reviews the Request for Proposals ("RFP") and ESA to ensure they are complete and accurate.
2. Compact distributes the RFP to competitive suppliers that are qualified to carry out the obligations of the ESA. Factors considered in making this determination include a supplier's size and financial security, experience serving customers in Massachusetts, and reputation.
3. Suppliers interested in responding to the RFP execute a Confidentiality Agreement with the Compact.
4. Upon receipt of an executed Confidentiality Agreement, Compact provides electric account information with suppliers including current enrollment and hourly load data.
5. Suppliers submit questions to the Compact on the RFP, with responses going to all of the suppliers.

6. Suppliers and Compact enter into a contract negotiation process, resulting in contracts acceptable to both the Compact and prospective bidders.
 - a. Compact staff, select Compact Board members, counsel and consultants are responsible for these negotiations.
 - b. All Compact Board members are invited to participate in the negotiation, meetings and bid review for the RFP process.
7. Suppliers submit bids, as firm prices or pricing strategies, to Compact. If pricing a strategy is proposed, Compact meets with suppliers upon receipt of price bids.
 - a. Compact staff, select Compact Board members, counsel and consultants are responsible for these negotiations.
 - b. All Compact Board members are invited to participate in the negotiation, meetings and bid review for the RFP process.
8. CPO selects and executes ESA on Compact's behalf.
9. Compact notifies customers of new ESA and prices.
 - a. Posts prices on the Compact's website.
 - b. Publishes public notice in all of the Cape and Vineyard daily and weekly printed newspapers.
 - c. Issues a press release and posts on social media.

6.0 RATESETTING AND OTHER COSTS TO PARTICIPANTS

The Compact will offer the option of its Power Supply Program at rates and terms to be negotiated with competitive power suppliers. The generation charge/supplier charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, will reflect the Compact's best efforts to secure the best terms and conditions and the most competitive market rates available at the time of contracting with competitive power suppliers. Due to fluctuations in competitive electric market prices and basic service rates, Compact generation/supplier charges may not always be lower, and are not required to be lower, than the Local Distribution Company's basic service rate. The Compact's potential pursuit of a higher percentage of renewable energy than required under the Massachusetts Renewable Portfolio Standard ("RPS") may also result in rates higher than basic service. All supplier charges to the customer will be fully and prominently disclosed under the notification process.

The Local Distribution Company shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function until such time as the DPU determines it is in the interest of consumers for these services to be provided differently. Charges for metering, billing and other distribution services shall be regulated by the DPU, unless otherwise provided for in law, or DPU rules and regulations.

6.1 Rates and Ratesetting

Under DPU orders, the Local Distribution Company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge that currently make up the largest portion of a customer bill. Although the Compact shall participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates,

it does not plan to assign or alter existing customer classifications. In the event that the Compact does seek to change rate classifications, it will secure any necessary approvals.

The focus of the Compact, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the consumer bill as the “generation charge.” The price in the contract is subject to any requirements set forth in G.L. c. 164, §134, as well as approval by the Compact’s CPO.

On its website (www.capelightcompact.org), the Compact maintains its current power supply rates for each rate class and the period for which the current rates apply. The Compact also provides an active link to the Local Distribution Company’s Basic Service Rate, DPU website, and to the Executive Office of Energy and Environmental Affairs website for a list of licensed competitive electric suppliers. The Compact cannot ensure or verify the accuracy of the information provided by other service providers.

6.2 Customer Billing

Customer billings under the Power Supply Program will be made by the supplier under contract and shall be incorporated into the standard monthly utility billing. The bill shall include a clear delineation of all regulated and non-regulated charges. Under law, consumers are entitled to a choice of one or two bills. They may receive a “complete bill” that incorporates the power supply charge and the Local Distribution Company’s charges on a single sheet; or a “pass-through bill” which is a separate bill issued by the power supplier in addition to the bill from the Local Distribution Company. For purposes of clarity and simplicity, the Compact recommends that consumers elect to receive a “complete bill” with all charges on a single sheet. However, consumers may make their own choice on this issue, except in the event that the Compact’s supplier under contract is a participant in the Local Distribution Company’s purchase of receivables program, in which case the terms of the purchase of receivables program require the customer to receive a complete bill.

7.0 UNIVERSAL ACCESS

“Universal access” is a term derived from the traditional regulated utility environment in which all customers desiring service receive that service. For the purposes of the Compact’s municipal aggregation program this will mean that all existing customers within the borders of participating municipalities, and all new customers in the participating municipalities, shall be eligible for service from the contracted supplier under the terms and conditions of the supply contract. Item one of the Compact’s goals contained in the Inter-Governmental Agreement is: “To provide the basis for aggregation of all consumers on a non-discriminatory basis.”

Service under the Compact’s Power Supply Program shall include all customer classes in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all suppliers shall contain provisions to maintain these principles and equitable treatment of all customer classes.

Existing customers in the participating towns shall be transferred to the Power Supply Program unless they have already contracted with a competitive supplier, or affirmatively opt-out of the program.

Low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service through the Local Distribution Company and/or participate in the Power Supply Program as well.

New customers in the service territory upon sign up for service will be automatically enrolled in the Power Supply Program with the right to opt-out at any time.

8.0 EQUITABLE TREATMENT OF ALL CLASSES OF CUSTOMERS

All customers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the supplier; be provided all required notices and information; and always retain the right to opt-out of the Compact's program.

9.0 REPORTING

The Compact, in accordance with DPU directives, will submit an annual report to the DPU. The report will be filed in a manner prescribed by the DPU. The initial report will be filed on December 1, 2014 and will include: 1) a list of the Compact's competitive suppliers over the past year; 2) the term of each power supply contract; 3) the aggregation's monthly enrollment statistics by customer class; 4) a brief description of any renewable energy supply options and other renewable energy features that exceed minimum requirements; and 5) a discussion and documentation regarding the implementation of the municipal aggregation's alternative information disclosure strategy, to the extent applicable.

10.0 RELIABILITY

"Reliability" in power supply and in transmission and distribution is essential to consumers. The Compact's policy, as set forth in the goals of the Inter-Governmental Agreement is: "To improve quality of service and reliability." This will be accomplished and reinforced at several levels: 1) through provisions of the power supply contract that will include language on reliability of supply, liability and damages provisions; 2) through traditional proceedings related to the Local Distribution Company's regulated transmission and distribution services; and 3) through direct discussions with the Local Distribution Company concerning specific or general problems related to quality and reliability of transmission and distribution service.

11.0 RIGHTS AND RESPONSIBILITIES OF POWER SUPPLY PROGRAM PARTICIPANTS

11.1 Rights

All Compact Power Supply Program participants shall enjoy the protections of law afforded to consumers as they currently exist or as they may be amended from time to time. Compact customers with questions regarding enrollment, billing, and other similar issues are directed to the toll-free number operated by the Compact's supplier for Compact customers. Customers with more detailed questions or questions directed to the Compact itself are forwarded by the Compact's supplier to the Compact's Senior Power Supply Planner for a response. Customers may also contact the DPU's Consumer Division with unresolved issues.

All program participants shall also enjoy the individual right to decline participation in the Power Supply Program as noted in the description of the "opt-out" in Section 4.1.7 above.

11.2 Responsibilities

All Power Supply Program participants shall meet all standards and responsibilities required by the DPU, including payment of billings and access to essential metering and other equipment to carry out utility operations.

12.0 THE CONSEQUENCES OF AGGREGATION

Municipal aggregation functions under the restrictions of state law and carries a range of results and consequences:

12.1 Consumer Option to Participate in Competitive Market

Many individual consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may more effectively participate in the competitive process and achieve benefits.

12.2 Consumer Ability to Opt-Out and Choose Another Supplier

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge for 180 days, all customers have the right to select a supplier other than the one chosen by the Compact. A customer may opt-out, or opt back in, by calling a toll free number operated by the Compact's current supplier. The Compact does not charge a fee for opting out of the Compact's Power Supply Program.

Customers that have opted out of the Compact's Power Supply Program may opt back in, but the Compact's current contract with its supplier does allow the supplier, at its discretion, to charge returning customers a price that is different from the price in effect for customers under the Compact's contract with the supplier at that time. This provision protects both the supplier and

the Compact's other customers from individuals that might switch to variable-priced products when market prices are low and back to fixed-price products during high-priced months.

The rights of customers seeking to opt back in to the Compact's Power Supply Program during the term of an ESA is a part of the Compact's negotiation for new ESAs, and at times, may differ somewhat from the rights described above.

In addition, the Local Distribution Company's electric distribution service tariff currently contains the following provision that imposes conditions upon when a customer in the Compact's service territory may switch from basic service to a competitive supplier:

The Company shall reasonably accommodate a change from Standard Offer Service, Default Service or Generation Service to a new Competitive Supplier in accordance with the Terms and Conditions for Competitive Suppliers, and shall accommodate a change to Standard Offer Service or Default Service from Generation Service; provided, however, that when a Customer changes from a Competitive Supplier to Default Service, unless the Customer or the Customer's applicable Competitive Supplier can demonstrate to the Company's reasonable satisfaction that the Customer has been placed on Default Service upon the expiration of a contract with such Competitive Supplier, the Customer is not permitted to return to the same Competitive Supplier for a period of six (6) months from the effective date of the change. Customers are permitted to switch from Default Service to a different Competitive Supplier who has not supplied the Customer with Generation Service in the same six (6) month period.

NSTAR Electric Company Terms and Conditions for Distribution Service, M.D.T.E. No. 300A (February 1, 2006) at 5F.

12.3 Indemnification of Consumers and Risk Associated with Competitive Market

In a competitive market it is possible that the failure of a power supplier to deliver service may result in the need for consumers to acquire alternative power supply, or for consumers to receive power at Basic Service prices. The Compact will seek to minimize this risk by recommending only reputable suppliers who demonstrate reliable service. The Compact also intends to include conditions in its contract with a supplier that will indemnify consumers against risks or problems with power supply service.

12.4 Other Consumer Protections

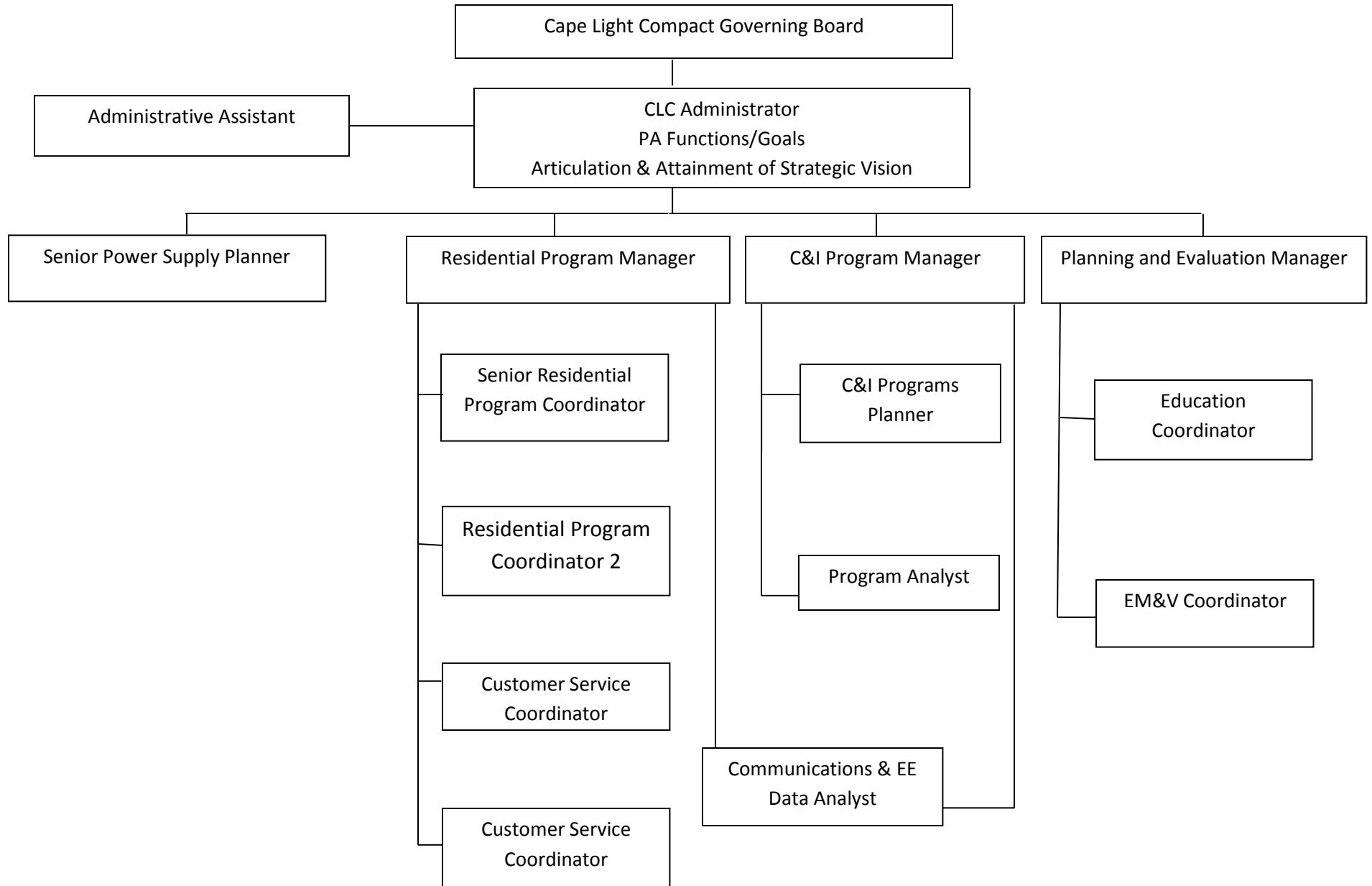
The Compact will negotiate a range of provisions in its contracts to enhance consumer protection. The Compact also intends to work with the Local Distribution Company and the DPU to assure improvement in the reliability of transmission and distribution services.

13.0 MEET ANY REQUIREMENTS ESTABLISHED BY LAW OR THE DEPARTMENT CONCERNING AGGREGATED SERVICE

The Compact fully intends to comply with the requirements of law and the rules of the DPU.

14.0 UPDATING THE COMPACT'S AGGREGATION PLAN

In accordance with DPU 12-124, the Compact will update its Aggregation Plan should the Compact seek to materially deviate from its approved plan or if changes in the law, regulations, the competitive supply market, or other circumstances result in the approved plan no longer accurately describing the primary operations of the Compact's aggregation. Prior to filing a revised plan with the DPU, the Compact will consult with DOER, submit the revised plan for review by its citizens, and obtain all necessary approvals. Beyond these circumstances, however, the Compact will not seek to update its Aggregation Plan for the continued operation of the Compact's programs. The Compact and the Compact Members also may make periodic updates to the Inter-Governmental Agreement.



The Attorney General asked:

AG 2-9 Please describe the criteria the Cape Light Compact will use to decide the term (i.e., length) of the energy supply contract.

The Compact states:

Please refer to the Revised Aggregation Plan at Section 2.3.1 for the process by which the Compact secures power supply. Please refer to the Compact's responses to DPU 1-9 (included in response to AG question 2-5), 1-13 and 3-2 (both included in response to AG question 2-3). The Compact considers a number of criteria when deciding the term of energy supply contracts, including but not limited to, the relative attractiveness of proposals for different terms, the effect of a potential supplier's fixed costs for assuming the responsibility of the aggregation on their price or proposed structure, the Compact's view of future changes in wholesale markets, pending or potential legislative or regulatory changes, tolerance for volatility, and other factors.

The Attorney General asked:

AG 2-19 Does the Cape Light Compact provide periodic financial statements to each of its member municipalities and counties as required by G.L. c. 40, § 4A? If so, please provide copies of all such statements provided to its member municipalities and counties during the last four years.

The Compact states:

Yes, attached are four years, 2011-2014 of financial reports provided to the member municipalities representatives at their Compact Governing Board meeting. Please note that the reports are marked below by the year in which they were produced.

Please refer to the Inter-Governmental Agreement at Article XVI (E) (included below). Please refer also to the Compact's response to DPU 4-1 (included below) which notes that the Compact's Treasurer provides monthly financial reports to the Compact Board.

CY 11

ipe Light
pecial Revenue Funds
12/31/10

escription	Org Object	Fund 0027 Energy 2010	Fund 2006 Solarize Our Schools	Fund 2080 Green Afford Homes	Fund 2161 Energy Audit Grant	Fund 2162 Energy Effic Conserv Block	Fund 2163 Energy Effic Appliance Rebate	Fund 8038 Energy Efficiency Reserve Fund	Fund 8046 Power Supply Reserve Fund	Fund 8047 Power Supply Fund	Fund 8073 WEC RECs Fund	Fund 8074 CLC Operating Fund	Fund 8075 CLC Green Fund
nd Balance as of 7/1/10		(960,327.52)	83,258.66	(106,740.23)	1,250.00	0.00	3,276,427.21	106,600.50	2,076,238.46	36,824.20	0.00	44,658.58	100,924.31
venues													
ergy Fund Rev(NSTAR wires)	027120 4201	2,296,514.00											
GI Revenues	027120 4202	822,761.20											
M Revenues	027120 4203	309,141.33											
RF Revenues	027120 4301	3,873,980.00											
er Income	02712000 4202	1,041.10											
nk Interest Income	027120 4801	446.31											
een Affordable Homes Revenue	2080 4601			334,509.42									
ergy Audit Grant-Application Fees	2161 4301 0101				1,750.00								
ergy Audit Grant Revenue	2161 4501 0101				1,570.00								
ergy Effic Appliance Rebate Prog	2163 4501												
Adder Revenue	8046 4201							572,059.95					
wer Supply RECs Revenue	8047 4202												
otovoltaic Incent Revenue	8047 4302									109.14			
S RECs Revenues	8073 4201										794,493.84		
C Green Fund Revenue	8075 4201												62,196.25
TAL REVENUES		<u>7,303,883.94</u>	<u>0.00</u>	<u>334,509.42</u>	<u>3,320.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>572,059.95</u>	<u>109.14</u>	<u>794,493.84</u>	<u>0.00</u>	<u>62,196.25</u>
TAL TRANSFERS									(280,550.00)			280,550.00	
TAL EXPENDITURES		<u>6,279,893.87</u>	<u>0.00</u>	<u>108,434.08</u>	<u>3,940.00</u>	<u>156,326.00</u>	<u>1,929,452.98</u>	<u>0.00</u>	<u>978,806.68</u>	<u>16,141.23</u>	<u>819,098.84</u>	<u>122,341.37</u>	<u>85,010.43</u>
nd Balance		63,662.55	83,258.66	119,335.11	630.00	(156,326.00)	1,346,974.23	106,600.50	1,388,941.73	20,792.11	(24,605.00)	202,867.21	78,110.13

CY11

Cape Light
Special Revenue Funds
04/30/11

<u>Description</u>	<u>Org Object</u>	Fund 0026 Energy 2011	Fund 0027 Energy 2010	Fund 2006 Solarize Our Schools	Fund 2080 Green Afford Homes	Fund 2161 Energy Audit Grant	Fund 2162 Energy Effic Conserv Block	Fund 2163 Energy Effic Appliance Rebate	Fund 8038 Energy Efficiency Reserve Fund	Fund 8046 Power Supply Reserve Fund	Fund 8047 Power Supply Fund	Fund 8073 WEC RECs Fund	Fund 8074 CLC Operating Fund	Fund 8075 CLC Green Fund
Fund Balance as of 7/1/10		0.00	(960,327.52)	83,258.66	(106,740.23)	1,250.00	0.00	3,276,427.21	106,600.50	2,076,238.46	36,824.20	0.00	44,658.58	100,924.31
<u>Revenues</u>														
Energy Fund Rev(NSTAR wires)	02612000 420	1,256,376.00	2,795,468.94											
RGGI Revenues	026120 4202		1,144,675.31											
FCM Revenues	026120 4203	171,201.82	368,673.31											
EERF Revenues	026120 4301	2,324,388.00	4,648,776.00											
Other Income	02612000 4202		1,041.10											
Bank Interest Income	02612000 480	91.64	446.31											
Green Affordable Homes Revenue	2080 4601				334,509.42									
Energy Audit Grant-Application Fees	2161 4301 0101					3,500.00								
Energy Audit Grant Revenue	2161 4501 0101					1,570.00								
Energy Effic Conserv Block Grant Rev	2162 4501						156,326.00							
Energy Effic Appliance Rebate Prog	2163 4501													
Mil Adder Revenue	8046 4201									900,904.06				
Power Supply Revenue	8047 4203										53,906.81			
Photovoltaic Incent Revenue	8047 4302										175.65			
RPS RECs Revenues	8073 4201											1,099,197.48		
CLC Green Fund Revenue	8075 4201													100,632.77
TOTAL REVENUES		<u>3,752,057.46</u>	<u>8,959,080.97</u>	<u>0.00</u>	<u>334,509.42</u>	<u>5,070.00</u>	<u>156,326.00</u>	<u>0.00</u>	<u>0.00</u>	<u>900,904.06</u>	<u>54,082.46</u>	<u>1,099,197.48</u>	<u>0.00</u>	<u>100,632.77</u>
TOTAL TRANSFERS										(280,550.00)			280,550.00	
TOTAL EXPENDITURES		<u>2,597,403.74</u>	<u>9,427,416.68</u>	<u>0.00</u>	<u>167,434.17</u>	<u>5,824.00</u>	<u>238,661.00</u>	<u>3,276,427.21</u>	<u>0.00</u>	<u>1,497,883.88</u>	<u>41,135.26</u>	<u>1,433,252.05</u>	<u>236,274.26</u>	<u>102,921.15</u>
Fund Balance		1,154,653.72	(1,428,663.23)	83,258.66	60,335.02	496.00	(82,335.00)	0.00	106,600.50	1,198,708.64	49,771.40	(334,054.57)	88,934.32	98,635.93

Cape Light Compact
Special Revenue Funds
as of 10/31/11

Description	Fund 0026 Energy 2011	Fund 0027 Energy 2010	Fund 2006 Solarize Our Schools	Fund 2161 Energy Audit Grant	Fund 2162 Energy Effic Conserv Block	Fund 8038 Energy Efficiency Reserve Fund	Fund 8046 Power Supply Reserve Fund	Fund 8073 WEC RECs Fund	Fund 8074 CLC Operating Fund	Fund 8075 CLC Green Fund
Fund Balance as of 7/1/11	2,134,150.39	(1,428,663.23)	81,208.66	(8,224.00)	0.00	106,600.50	1,012,885.91	0.00	71,459.74	53,784.59
Revenues										
Energy Fund Rev(NSTAR wires)	1,465,772.00									
RGGI Revenues										
FCM Revenues	241,985.44									
EERF Revenues	3,838,496.14									
Other Income	550.00									
Bank Interest Income	288.02									
Energy Audit Grant-Application Fees										
Energy Audit Grant Revenue										
Energy Effic Conserv Block Grant Rev										
Mil Adder Revenue							416,771.58			
Photovoltaic Incent Revenue										
RPS RECs Revenues								709,546.80		
CLC Green Fund Revenue										39,757.05
TOTAL REVENUES	5,547,091.60	0.00	0.00	0.00	0.00	0.00	416,771.58	709,546.80	0.00	39,757.05
TOTAL TRANSFERS							(907,400.00)		907,400.00	
TOTAL EXPENDITURES	4,962,006.84	0.00	0.00	250.00	0.00	0.00	67,853.00	742,306.80	632,489.54	16,117.27
Fund Balance	2,719,235.15	(1,428,663.23)	81,208.66	(8,474.00)	0.00	106,600.50	454,404.49	(32,760.00)	346,370.20	77,424.37
		1,290,571.92								

CT 12

Attachment E

NOTE: THIS SCHEDULE WILL BE UPDATED AS SOON AS I GET INFO ON THE JAN 2012 FCM REVENUE & PARTICIPANT EXPENSES.

Cape Light Compact
Special Revenue Funds
as of 2/29/12

Description	Fund 0026 Energy 2011	Fund 0027 Energy 2012	Fund 2006 Solarize Our Schools	Fund 2161 Energy-Audit Grant	Fund 2162 Energy Effic Conserv Block	Fund 8038 Energy Efficiency Reserve Fund	Fund 8046 Power Supply Reserve Fund	Fund 8073 WECRECs Fund	Fund 8074 CLC Operating Fund	Fund 8075 CLCGreen Fund
Fund Balance as of 7/1/11	2,134,150.39	(1,428,663.73)	81,208.66	(8,224.00)	0.00	106,600.50	1,012,885.91	0.00	71,469.74	53,784.59
Revenues										
SBC Revenues	2,699,553.01	426,170.00								
RGGI Revenues										
FCM Revenues	434,763.83									
EERF Revenues	7,251,452.14	1,137,652.00								
Other Income	3,350.00									
Bank Interest Income	488.03	195.92								
Energy Audit Grant-Application Fees										
Energy Audit Grant Revenue				12,974.00						
Energy Effic Conserv Block Grant Rev										
Mil Adder Revenue							720,902.83			
Photovoltaic Incent Revenue										
RPS RECs Revenues								1,026,105.00		
CLC Green Fund Revenue										86,805.92
TOTAL REVENUES	10,389,607.01	1,564,017.92	0.00	12,974.00	0.00	0.00	720,902.83	1,026,105.00	0.00	86,805.92
TOTAL TRANSFERS	(1,134,470.30)	1,159,104.30					(905,445.24)		905,445.24	
TOTAL EXPENDITURES	11,389,287.10	499,595.08	0.00	250.00	104,370.00	0.00	58,251.00	1,058,865.00	770,178.69	29,127.27
Fund Balance	0.00	794,863.91	81,208.66	4,500.00	(104,370.00)	106,600.50	770,092.50	(32,760.00)	206,726.29	111,463.24

CY12

Attachment E

Cape Light Compact
Special Revenue Funds
as of 6/30/12

Description	Fund 0026 Energy 2011	Fund 0027 Energy 2012	Fund 2006 Solarize Our Schools	Fund 2161 Energy Audit Grant	Fund 2162 Energy Effic Conserv Block	Fund 8038 Energy Efficiency Reserve Fund	Fund 8046 Power Supply Reserve Fund	Fund 8073 RPS RECs Fund	Fund 8074 CLC Operating Fund	Fund 8075 CLC Green Fund
Fund Balance as of 7/1/11	2,134,150.39	(1,428,663.23)	81,208.66	(8,224.00)	0.00	106,600.50	1,012,885.91	0.00	71,459.74	53,784.59
Revenues										
SBC Revenues	2,699,553.01	2,343,935.00								
RGGI Revenues		282,410.00								
FCM Revenues	434,763.83	336,931.16								
EERF Revenues	7,251,452.14	6,257,086.00								
Other Income	3,350.00									
Bank Interest Income	488.03	949.13								
Energy Audit Grant-Application Fees										
Energy Audit Grant Revenue				12,974.00						
Energy Effic Conserv Block Grant Rev					104,370.00					
WII Adder Revenue							995,289.13			
Power Supply Reserve Fund REC Revenue							189,587.40			
RPS RECs Revenues								1,268,321.00		
CLC Green Fund Revenue										126,670.39
CLC Green Fund REC Revenue										13,278.00
TOTAL REVENUES	10,389,607.01	9,221,311.29	0.00	12,974.00	104,370.00	0.00	1,184,876.53	1,268,321.00	0.00	139,948.39
TOTAL TRANSFERS	(1,134,470.30)	1,159,104.30					(905,445.24)		905,445.24	
TOTAL EXPENDITURES	11,389,287.10	8,022,873.12		250.00	104,370.00		234,240.50	1,268,321.00	916,371.13	66,312.07
Fund Balance	0.00	928,879.24	81,208.66	4,500.00	0.00	106,600.50	1,058,076.70	0.00	60,533.85	127,420.91

CY 12

Attachment A
Cape Light Compact
Sept. 12, 2012 Meeting Minutes

Cape Light Compact
Special Revenue Funds
as of 8/31/12

<u>Description</u>	<u>Fund 0027</u> <u>Energy</u> <u>2012</u>	<u>Fund 2006</u> <u>Solarize Our</u> <u>Schools</u>	<u>Fund 2161</u> <u>Energy Audit</u> <u>Grant</u>	<u>Fund 2162</u> <u>Energy Effic</u> <u>Conserv Block</u>	<u>Fund 8038</u> <u>Energy Efficiency</u> <u>Reserve Fund</u>	<u>Fund 8046</u> <u>Power Supply</u> <u>Reserve Fund</u>	<u>Fund 8073</u> <u>RPS RECs</u> <u>Fund</u>	<u>Fund 8074</u> <u>CLC Operating</u> <u>Fund</u>	<u>Fund 8075</u> <u>CLC Green</u> <u>Fund</u>
Fund Balance as of 7/1/12	929,741.39	81,208.66	4,500.00	0.00	106,600.50	1,058,076.70	0.00	60,629.57	127,420.91
<u>Revenues</u>									
SBC Revenues	639,255.00								
RGGI Revenues									
FCM Revenues	154,439.56								
EERF Revenues	522,916.31								
Other Income									
Bank Interest Income	99.19								
Energy Audit Grant-Application Fees									
Energy Audit Grant Revenue									
Energy Effic Conserv Block Grant Rev									
Mil Adder Revenue									
Power Supply Reserve Fund REC Revenue						184,771.28			
RPS RECs Revenues									
CLC Green Fund Revenue									14,614.88
CLC Green Fund REC Revenue									
TOTAL REVENUES	1,316,710.06	0.00	0.00	0.00	0.00	184,771.28	0.00	0.00	14,614.88
TOTAL TRANSFERS						(988,920.00)		988,920.00	
TOTAL EXPENDITURES	4,157,964.74	0.00	6,100.00		0.00	139,615.00	0.00	504,538.48	12,471.44
Fund Balance	(1,911,513.29)	81,208.66	(1,600.00)	0.00	106,600.50	114,312.98	0.00	545,011.09	129,564.35

CY 12

Cape Light Compact
Special Revenue Funds
as of 10/31/12

Description	Fund 0027 Energy 2012	Fund 2006 Solarize Our Schools	Fund 2161 Energy Audit Grant	Fund 2162 Energy Effic Conserv Block	Fund 8038 Energy Efficiency Reserve Fund	Fund 8046 Power Supply Reserve Fund	Fund 8073 RPS RECs Fund	Fund 8074 CLC Operating Fund	Fund 8075 CLC Green Fund
Fund Balance as of 7/1/12	929,741.39	81,208.66	4,500.00	0.00	106,600.50	1,058,076.70	0.00	60,629.57	127,420.91
Revenues									
SBC Revenues	1,491,595.00								
RGGI Revenues	476,556.77								
FCM Revenues	309,310.05								
SERF Revenues	1,646,676.31								
Other Income									
Bank Interest Income	114.17								
Energy Audit Grant-Application Fees									
Energy Audit Grant Revenue									
Energy Effic Conserv Block Grant Rev									
Mail Adder Revenue						418,662.25			
Power Supply Reserve Fund REC Revenue						267,769.00			
RPS RECs Revenues									
CLC Green Fund Revenue									40,403.62
CLC Green Fund REC Revenue									
TOTAL REVENUES	3,924,252.30	0.00	0.00	0.00	0.00	686,431.25	0.00	0.00	40,403.62
TOTAL TRANSFERS						(988,920.00)		988,920.00	
TOTAL EXPENDITURES	6,492,647.60	0.00	6,100.00	0.00	0.00	139,615.00	0.00	624,151.14	19,566.44
Fund Balance	(1,638,653.91)	81,208.66	(1,600.00)	0.00	106,600.50	615,972.95	0.00	425,398.43	148,258.09

CY 12

ATTACHMENT A
11/14/12 Meeting

AG 2-19

Cape Light Compact
Special Revenue Funds
as of 10/31/12

Description	Fund 0027 Energy 2012	Fund 2006 Solarize Our Schools	Fund 2161 Energy Audit Grant	Fund 2162 Energy Effic Conserv Block	Fund 8038 Energy Efficiency Reserve Fund	Fund 8046 Power Supply Reserve Fund	Fund 8073 RPS RECs Fund	Fund 8074 CLC Operating Fund	Fund 8075 CLC Green Fund
Fund Balance as of 7/1/12	929,741.39	81,208.66	4,500.00	0.00	106,600.50	1,058,076.70	0.00	60,629.57	127,420.91
Revenues									
SBC Revenues	1,491,595.00								
RGGI Revenues	476,556.77								
FCM Revenues	309,310.05								
EERF Revenues	1,646,676.31								
Other Income									
Bank Interest Income	114.17								
Energy Audit Grant-Application Fees									
Energy Audit Grant Revenue									
Energy Effic Conserv Block Grant Rev									
Mil Adder Revenue						418,662.25			
Power Supply Reserve Fund REC Revenue						267,769.00			
RPS RECs Revenues									
CLC Green Fund Revenue									40,403.62
CLC Green Fund REC Revenue									
TOTAL REVENUES	3,924,252.30	0.00	0.00	0.00	0.00	686,431.25	0.00	0.00	40,403.62
TOTAL TRANSFERS						(988,920.00)		988,920.00	
TOTAL EXPENDITURES	6,492,647.60	0.00	6,100.00	0.00	0.00	139,615.00	0.00	624,151.14	19,566.44
Fund Balance	(1,638,653.91)	81,208.66	(1,600.00)	0.00	106,600.50	615,972.95	0.00	425,398.43	148,258.09

CY 13

(Attachment A)

Cape Light Compact
Agency and Special Revenue Funds
as of 12/31/12

<u>Description</u>	<u>Fund 0027</u> <u>Energy</u> <u>2012</u>	<u>Fund 2006</u> <u>Solarize Our</u> <u>Schools</u>	<u>Fund 2161</u> <u>Energy Audit</u> <u>Grant</u>	<u>Fund 2162</u> <u>Energy Effic</u> <u>Conserv Block</u>	<u>Fund 8038</u> <u>Energy Efficiency</u> <u>Reserve Fund</u>	<u>Fund 8046</u> <u>Power Supply</u> <u>Reserve Fund</u>	<u>Fund 8073</u> <u>RPS RECs</u> <u>Fund</u>	<u>Fund 8074</u> <u>CLC Operating</u> <u>Fund</u>	<u>Fund 8075</u> <u>CLC Green</u> <u>Fund</u>
Fund Balance as of 7/1/12	929,741.39	81,208.66	4,500.00	0.00	106,600.50	1,058,076.70	0.00	60,629.57	127,420.91
<u>Revenues</u>									
SBC Revenues	2,343,935.00								
RGGI Revenues	476,556.77								
FCM Revenues	439,727.35								
EERF Revenues	2,770,436.31								
Other Income									
Bank Interest Income	139.77								
Energy Audit Grant-Application Fees									
Energy Audit Grant Revenue									
Energy Effic Conserv Block Grant Rev									
Mil Adder Revenue						563,395.48			
Power Supply Reserve Fund REC Revenue						394,151.50			
RPS RECs Revenues									
CLC Green Fund Revenue									59,279.14
CLC Green Fund REC Revenue									
TOTAL REVENUES	6,030,795.20	0.00	0.00	0.00	0.00	957,546.98	0.00	0.00	59,279.14
TOTAL TRANSFERS						(988,920.00)		988,920.00	
TOTAL EXPENDITURES	9,130,691.23	0.00	6,100.00	0.00	2,351.25	202,070.50	0.00	718,040.44	35,932.72
Fund Balance	(2,170,154.64)	81,208.66	(1,600.00)	0.00	104,249.25	824,633.18	0.00	331,509.13	150,767.33

CY13

Cape Light Compact Power Supply Reserve Fund Balance as of 3/31/13	\$ 1,086,466.00
Projected Cape Light Compact Power Supply Reserve Fund Balance as of 6/30/13	\$ 1,302,466.00

Cape Light Compact Fiscal Year 2014 (July 1, 2013 - June 30, 2014) Proposed Operating Budget

<u>Item</u>	<u>FY 13</u>	<u>Proposed FY14</u>	
Salaries	\$ 145,000.00	\$ 182,219.00	Joe 100%. Maggie 75% Karen 15%. Lindsay 10%
Legal	\$ 315,885.00	\$ 383,105.00	
Contractual	\$ 60,000.00	\$ 45,000.00	RFP for CLC load
Telephone	\$ 1,000.00	\$ 1,200.00	
Travel	\$ 16,000.00	\$ 16,000.00	
Advertising - power supply	\$ 17,900.00	\$ 12,000.00	
Shipping	\$ 250.00	\$ 250.00	
Postage	\$ 9,500.00	\$ 11,000.00	
Assoc. Dues	\$ 6,000.00	\$ 11,000.00	
Subscriptions	\$ 2,500.00	\$ 1,500.00	
Printing	\$ 7,000.00	\$ 7,000.00	
Fringes		\$ 46,764.00	
Equipment Rental	\$ 5,000.00	\$ 5,000.00	
Subtotal CLC Operating Budget	\$ 586,035.00	\$ 722,038.00	
 CVEC Operating Grant	 402,885	 \$ 402,745.00	
Total CLC FY 12 Operating Budget		\$ 1,124,783.00	

date 4/15/13

CY 13

Trans Rep
4/17/12 AG 2-19

FOR 2013 11

ACCOUNTS FOR:

8074 CAPE LIGHT COMPACT OPERTG FUND

		REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
8074	5100 CLC OPERTG FD-SALARIES	\$ 114,144.00	\$ 87,682.66	\$ -	\$ 26,461.40	76.8 %
8074	5213 CLC OPERTG FD-TELEPHONES	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	0 %
8074	5214 CLC OPERTG FD-INTERNET/ISP	\$ -	\$ -	\$ -	\$ -	0 %
8074	5235 CLC OPERTG FD-LEGAL SERVICES	\$ 315,885.00	\$ 239,479.42	\$ -	\$ 76,405.58	75.8 %
8074	5239 CLC OPERTG FD-CONTRACTUAL	\$ 55,000.00	\$ 12,523.40	\$ -	\$ 42,476.60	22.8 %
8074	5281 CLC OPERTG FD-OUTSTATE TRAVEL	\$ -	\$ -	\$ -	\$ -	0 %
8074	5282 CLC OPERTG FD-IN STATE TRAVEL	\$ 18,000.00	\$ 8,823.56	\$ -	\$ 7,176.44	55.1 %
8074	5291 CLC OPERTG FD-ADVERTISING	\$ 17,900.00	\$ 4,509.92	\$ 78.35	\$ 13,311.73	25.6 %
8074	5294 CLC OPERTG FD-FREIGHT/SHIPP	\$ 250.00	\$ 118.42	\$ -	\$ 131.58	47.4 %
8074	5295 CLC OPERTG FD-PRINTG/COPYG	\$ 7,000.00	\$ 3,154.25	\$ 2,700.00	\$ 1,145.75	83.6 %
8074	5381 CLC OPERTG FD-POSTAGE	\$ 9,500.00	\$ 7,084.74	\$ 1,474.23	\$ 941.03	90.1 %
8074	5421 CLC OPERTG FD-ASSOC DUES	\$ 11,000.00	\$ 10,100.00	\$ -	\$ 900.00	91.8 %
8074	5429 CLC OPERTG FD-SUBSCRIPTIONS	\$ 2,500.00	\$ 99.00	\$ -	\$ 2,401.00	4 %
8074	5463 CLC OPERTG FD-EQUIP RENTAL	\$ 5,000.00	\$ 2,700.00	\$ -	\$ 2,300.00	54 %
8074	5469 CLC OPERTG FD-MISC RENTALS	\$ -	\$ -	\$ -	\$ -	0 %
8074	5490 CLC OPERTG FD-GRANTS	\$ 402,885.00	\$ 402,885.00	\$ -	\$ -	100 %
8074	5790 CLC OPERTG FD-TRANSFRS	\$ -	\$ -	\$ -	\$ -	0 %
8074	5981 CLC OPERTG FD-RETIREMENT	\$ 18,856.00	\$ 18,855.94	\$ -	\$ -	100 %
8074	5983 CLC OPERTG FD-GRP INSUR	\$ 10,000.00	\$ 6,425.09	\$ -	\$ 3,574.91	64.3 %
8074	5984 CLC OPERTG FD-MEDICARE	\$ 2,000.00	\$ 1,291.54	\$ -	\$ 708.46	64.6 %
TOTAL CAPE LIGHT COMPACT OPERTG FUND		\$ 988,920.00	\$ 805,732.94	\$ 4,252.58	\$ 178,934.48	81.9 %
TOTAL EXPENSES		\$ 988,920.00	\$ 805,732.94	\$ 4,252.58	\$ 178,934.48	
GRAND TOTAL		\$ 988,920.00	\$ 805,732.94	\$ 4,252.58	\$ 178,934.48	81.9 %

CY 13

CVEC Proposed FY14 Operating Budget

<u>EXPENSES</u>	<u>FY13</u>	<u>FY14</u>
Legal	\$ 183,600.00	\$ 183,600.00
Filing Fees	\$ 150.00	\$ 150.00
Consulting	\$ 25,000.00	\$ 21,000.00
Insurance	\$ 14,250.00	\$ 14,250.00
Travel	\$ 10,000.00	\$ 10,000.00
Dues	\$ 1,200.00	\$ 1,200.00
Salaries - Engineer	\$ 58,080.00	\$ 58,080.00
Salaries Administrator	\$ 60,046.00	\$ 63,906.00
Estimated Fringes	\$ 24,018.00	\$ 24,018.00
Taxes	\$ 1,296.00	\$ 1,296.00
Supplies/Office Expenses	\$ 2,200.00	\$ 2,200.00
Professional Development	\$ 500.00	\$ 500.00
Engineering for PV	\$ 4,000.00	\$ 4,000.00
Computer	\$ 3,500.00	\$ 3,500.00
Advertising	\$ 225.00	\$ 225.00
Audit Fees	\$ 10,500.00	\$ 10,500.00
Miscellaneous Charges	<u>\$ 4,320.00</u>	<u>\$ 4,320.00</u>
<u>TOTAL EXPENSES</u>	<u>\$ 402,885.00</u>	<u>\$ 402,745.00</u>

CY 13

2013 Budgeted (Based on Three-year Plan)

Program	PA Costs					Total PA Costs
	PPA	Marketing	Incentives	STAT	EMV	
Residential (total)	\$517,768	\$533,373	\$3,559,570	\$1,743,343	\$467,853	\$12,990,448
1. Residential Whole House	\$ 414,759	\$ 178,489	\$ 7,725,857	\$ 854,602	\$ 388,458	\$ 9,557,333
Residential New Construction	\$ 20,702	\$ 15,012	\$ 325,250	\$ 137,852	\$ 7,011	\$ 508,828
Residential Multi-Family Retrofit	\$ 20,486	\$ 12,852	\$ 288,414	\$ 38,655	\$ 16,243	\$ 376,451
Residential Home Energy Services	\$ 373,570	\$ 148,806	\$ 7,102,993	\$ 680,485	\$ 343,203	\$ 8,649,056
Residential Behavior/Feedback	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ 22,000
2. Residential Products	\$ 108,494	\$ 158,718	\$ 1,780,919	\$ 497,270	\$ 79,806	\$ 2,826,178
Residential Cooling & Heating Equipment	\$ 30,261	\$ 20,424	\$ 483,175	\$ 89,558	\$ 10,558	\$ 643,974
Residential Lighting	\$ 58,883	\$ 109,794	\$ 1,001,894	\$ 272,120	\$ 55,887	\$ 1,498,678
Residential Consumer Products	\$ 19,320	\$ 28,500	\$ 285,750	\$ 135,584	\$ 13,362	\$ 483,526
3. Residential Hard-to-Measure	\$ 94,563	\$ 247,185	\$ 65,000	\$ 388,000	\$ 11,389	\$ 907,137
Residential Statewide Marketing	\$ -	\$ 122,185	\$ -	\$ -	\$ -	\$ 122,185
Residential DOER Assessment	\$ 89,134	\$ -	\$ -	\$ -	\$ 11,389	\$ 100,523
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 5,429	\$ -	\$ -	\$ -	\$ -	\$ 5,429
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 65,000	\$ -	\$ -	\$ 65,000
Residential Education	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Low-Income (total)	\$180,743	\$88,643	\$2,333,889	\$888,709	\$116,438	\$3,308,419
4. Low-Income Whole House	\$ 133,658	\$ 24,850	\$ 2,333,889	\$ 888,709	\$ 115,888	\$ 3,292,701
Low-Income New Construction	\$ 2,061	\$ 229	\$ 40,000	\$ 1,877	\$ 5,820	\$ 50,087
Low-Income Single Family Retrofit	\$ 110,814	\$ 22,337	\$ 1,844,480	\$ 575,910	\$ 93,323	\$ 2,646,865
Low-Income Multi-Family Retrofit	\$ 20,780	\$ 2,313	\$ 449,109	\$ 18,922	\$ 14,626	\$ 505,750
5. Low-Income Hard-to-Measure	\$ 57,087	\$ 43,662	\$ -	\$ -	\$ 2,970	\$ 103,718
Low-Income Statewide Marketing	\$ -	\$ 20,364	\$ -	\$ -	\$ -	\$ 20,364
Low-Income DOER Assessment	\$ 18,258	\$ -	\$ -	\$ -	\$ 2,870	\$ 21,228
Low-Income Energy Affordability Network	\$ 38,829	\$ 23,297	\$ -	\$ -	\$ -	\$ 62,126
Commercial & Industrial (total)	\$488,748	\$110,898	\$11,090,319	\$1,488,478	\$477,763	\$13,391,883
6. C&I New Construction	\$ 89,348	\$ 9,847	\$ 1,702,588	\$ 281,029	\$ 143,037	\$ 2,225,848
C&I New Construction	\$ 89,348	\$ 9,847	\$ 1,702,588	\$ 281,029	\$ 143,037	\$ 2,225,848
7. C&I Retrofit	\$ 342,285	\$ 38,107	\$ 9,387,730	\$ 1,145,447	\$ 325,135	\$ 11,238,704
C&I Retrofit	\$ 342,285	\$ 38,107	\$ 9,387,730	\$ 1,145,447	\$ 325,135	\$ 11,238,704
C&I Direct Install	\$ 182,547	\$ 20,323	\$ 3,200,972	\$ 488,329	\$ 141,865	\$ 4,032,036
8. C&I Hard-to-Measure	\$ 55,109	\$ 62,450	\$ -	\$ -	\$ 9,591	\$ 127,150
C&I Statewide Marketing	\$ -	\$ 62,450	\$ -	\$ -	\$ -	\$ 62,450
C&I DOER Assessment	\$ 50,537	\$ -	\$ -	\$ -	\$ 9,591	\$ 60,128
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 4,571	\$ -	\$ -	\$ -	\$ -	\$ 4,571
GRAND TOTAL	\$1,293,259	\$742,419	\$23,012,483	\$3,748,447	\$1,058,262	\$39,588,870

2013 Actuals (January Through March)

Program	PA Costs					Total PA Costs
	PPA	Marketing	Incentives	STAT	EMV	
Residential (total)	\$37,419	\$35,807	\$45,448	\$83,073	\$22,347	\$321,435
1. Residential Whole House	\$ 29,854	\$ 18,820	\$ 40,580	\$ 65,940	\$ 16,135	\$ 173,233
Residential New Construction	\$ 1,819	\$ 916	\$ -	\$ 3,270	\$ 326	\$ 6,033
Residential Multi-Family Retrofit	\$ 1,504	\$ 907	\$ 86	\$ 3,238	\$ 1,446	\$ 7,180
Residential Home Energy Services	\$ 28,635	\$ 16,795	\$ 40,492	\$ 59,434	\$ 16,663	\$ 160,020
Residential Behavior/Feedback	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Residential Products	\$ 7,960	\$ 4,809	\$ -	\$ 17,133	\$ 3,912	\$ 33,814
Residential Cooling & Heating Equipment	\$ 2,221	\$ 1,341	\$ -	\$ 4,780	\$ 822	\$ 8,963
Residential Lighting	\$ 4,322	\$ 2,611	\$ -	\$ 9,301	\$ 2,613	\$ 18,846
Residential Consumer Products	\$ 1,418	\$ 857	\$ -	\$ 3,052	\$ 678	\$ 6,005
3. Residential Hard-to-Measure	\$ -	\$ 16,378	\$ -	\$ -	\$ -	\$ 16,378
Residential Statewide Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential DOER Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Workforce Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential R&D and Demonstration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Education	\$ -	\$ 16,378	\$ -	\$ -	\$ -	\$ 16,378
Low-Income (total)	\$5,809	\$592	\$0	\$21,112	\$5,827	\$37,340
4. Low-Income Whole House	\$ 5,809	\$ 592	\$ -	\$ 21,112	\$ 5,827	\$ 37,340
Low-Income New Construction	\$ 151	\$ 9	\$ -	\$ 326	\$ 287	\$ 743
Low-Income Single Family Retrofit	\$ 8,133	\$ 491	\$ -	\$ 17,504	\$ 4,770	\$ 30,898
Low-Income Multi-Family Retrofit	\$ 1,526	\$ 92	\$ -	\$ 3,282	\$ 800	\$ 5,700
5. Low-Income Hard-to-Measure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Low-Income Statewide Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Low-Income DOER Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Low-Income Energy Affordability Network	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commercial & Industrial (total)	\$31,878	\$1,813	\$445	\$83,338	\$18,618	\$121,191
6. C&I New Construction	\$ 6,567	\$ 368	\$ -	\$ 14,113	\$ 5,991	\$ 27,058
C&I New Construction	\$ 6,567	\$ 368	\$ -	\$ 14,113	\$ 5,991	\$ 27,058
7. C&I Retrofit	\$ 25,121	\$ 1,517	\$ 445	\$ 64,223	\$ 12,827	\$ 94,133
C&I Retrofit	\$ 25,121	\$ 1,517	\$ 445	\$ 64,223	\$ 12,827	\$ 94,133
C&I Direct Install	\$ 13,397	\$ 809	\$ 445	\$ 28,991	\$ 6,203	\$ 49,845
8. C&I Hard-to-Measure	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Statewide Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I DOER Assessment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$79,106	\$42,312	\$41,028	\$172,630	\$48,682	\$381,357

Source:
G:\12-001 Compact Efficiency 2012\2013-2015 EEP\2012\1102 & 12.20 DPU 12-107 Proceeding\2013.02.21 Compliance Filing\DP12-107_CLC_Ext. 4
COMPLIANCE_2013-2015 08-50 Tables_Expanded_2013.02.13.xlsx

2013 Budgeted (Based on Three-year Plan)

Program	PPA	Marketing	Incumbency	STAY	EBV	Total PA Costs
Residential (total)	\$414,789	\$563,573	\$9,689,879	\$1,749,393	\$487,643	\$13,444,684
1. Residential Whole House	\$ 414,789	\$ 178,469	\$ 7,742,657	\$ 958,993	\$ 399,498	\$ 9,597,333
Residential New Construction	\$ 20,702	\$ 16,012	\$ 329,260	\$ 137,852	\$ 7,011	\$ 608,828
Residential Multi-Family Retrofit	\$ 20,488	\$ 12,852	\$ 288,414	\$ 38,894	\$ 16,243	\$ 378,461
Residential Home Energy Services	\$ 373,570	\$ 148,805	\$ 7,102,983	\$ 880,486	\$ 343,203	\$ 8,649,066
Residential Behavior/Feedback	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ 22,000
2. Residential Products	\$ 108,484	\$ 159,719	\$ 1,780,919	\$ 497,279	\$ 79,908	\$ 2,626,178
Residential Cooling & Heating Equipment	\$ 30,261	\$ 20,424	\$ 493,176	\$ 99,688	\$ 10,558	\$ 643,974
Residential Lighting	\$ 58,893	\$ 109,794	\$ 1,001,994	\$ 272,120	\$ 56,897	\$ 1,498,678
Residential Consumer Products	\$ 19,320	\$ 29,500	\$ 285,750	\$ 135,594	\$ 13,982	\$ 483,628
3. Residential Hand-to-Measure	\$ 94,353	\$ 247,189	\$ 65,000	\$ 399,000	\$ 11,389	\$ 897,137
Residential Statewide Marketing	\$ -	\$ 122,185	\$ -	\$ -	\$ -	\$ 122,185
Residential DOER Assessment	\$ 89,134	\$ -	\$ -	\$ -	\$ 11,389	\$ 100,623
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 5,429	\$ -	\$ -	\$ -	\$ -	\$ 5,429
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 85,000	\$ -	\$ -	\$ 85,000
Residential Education	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Low-Income (total)	\$199,748	\$48,848	\$2,333,689	\$684,709	\$118,639	\$3,396,419
4. Low-Income Whole House	\$ 133,855	\$ 24,880	\$ 2,333,689	\$ 684,709	\$ 118,639	\$ 3,396,419
Low-Income New Construction	\$ 2,061	\$ 229	\$ 40,000	\$ 1,877	\$ 5,920	\$ 50,087
Low-Income Single Family Retrofit	\$ 110,814	\$ 22,397	\$ 1,844,480	\$ 575,910	\$ 93,323	\$ 2,848,865
Low-Income Multi-Family Retrofit	\$ 20,780	\$ 2,313	\$ 448,109	\$ 18,922	\$ 14,628	\$ 566,760
5. Low-Income Hand-to-Measure	\$ 57,087	\$ 43,962	\$ -	\$ -	\$ 2,970	\$ 103,718
Low-Income Statewide Marketing	\$ -	\$ 20,384	\$ -	\$ -	\$ -	\$ 20,384
Low-Income DOER Assessment	\$ 18,258	\$ -	\$ -	\$ -	\$ 2,970	\$ 21,228
Low-Income Energy Affordability Network	\$ 38,829	\$ 23,207	\$ -	\$ -	\$ -	\$ 62,126
Commercial & Industrial (total)	\$489,743	\$110,569	\$11,099,518	\$1,439,479	\$477,763	\$13,691,802
6. C&I New Construction	\$ 88,348	\$ 9,947	\$ 1,708,599	\$ 281,828	\$ 143,637	\$ 2,223,949
C&I New Construction	\$ 88,348	\$ 9,947	\$ 1,708,599	\$ 281,828	\$ 143,637	\$ 2,223,949
7. C&I Retrofit	\$ 245,289	\$ 89,197	\$ 9,387,720	\$ 1,145,447	\$ 278,138	\$ 11,238,704
C&I Retrofit	\$ 245,289	\$ 89,197	\$ 9,387,720	\$ 1,145,447	\$ 278,138	\$ 11,238,704
C&I Direct Install	\$ 182,547	\$ 20,323	\$ 9,200,972	\$ 489,329	\$ 141,845	\$ 4,032,036
8. C&I Hand-to-Measure	\$ 58,109	\$ 82,482	\$ -	\$ -	\$ 9,691	\$ 149,180
C&I Statewide Marketing	\$ -	\$ 82,450	\$ -	\$ -	\$ -	\$ 82,450
C&I DOER Assessment	\$ 50,637	\$ -	\$ -	\$ -	\$ 8,991	\$ 59,628
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 4,871	\$ -	\$ -	\$ -	\$ -	\$ 4,871
GRAND TOTAL	\$1,094,280	\$722,419	\$23,012,483	\$3,769,447	\$1,082,991	\$39,688,679

2013 Actuals (January Through April)

Program	PPA	Marketing	Incumbency	STAY	EBV	Total PA Costs
Residential (total)	\$444,187	\$553,119	\$9,689,879	\$1,749,393	\$487,643	\$13,444,684
1. Residential Whole House	\$ 444,187	\$ 178,469	\$ 7,742,657	\$ 958,993	\$ 399,498	\$ 9,597,333
Residential New Construction	\$ 20,702	\$ 16,012	\$ 329,260	\$ 137,852	\$ 7,011	\$ 608,828
Residential Multi-Family Retrofit	\$ 20,488	\$ 12,852	\$ 288,414	\$ 38,894	\$ 16,243	\$ 378,461
Residential Home Energy Services	\$ 373,570	\$ 148,805	\$ 7,102,983	\$ 880,486	\$ 343,203	\$ 8,649,066
Residential Behavior/Feedback	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ 22,000
2. Residential Products	\$ 108,484	\$ 159,719	\$ 1,780,919	\$ 497,279	\$ 79,908	\$ 2,626,178
Residential Cooling & Heating Equipment	\$ 30,261	\$ 20,424	\$ 493,176	\$ 99,688	\$ 10,558	\$ 643,974
Residential Lighting	\$ 58,893	\$ 109,794	\$ 1,001,994	\$ 272,120	\$ 56,897	\$ 1,498,678
Residential Consumer Products	\$ 19,320	\$ 29,500	\$ 285,750	\$ 135,594	\$ 13,982	\$ 483,628
3. Residential Hand-to-Measure	\$ 94,353	\$ 247,189	\$ 65,000	\$ 399,000	\$ 11,389	\$ 897,137
Residential Statewide Marketing	\$ -	\$ 122,185	\$ -	\$ -	\$ -	\$ 122,185
Residential DOER Assessment	\$ 89,134	\$ -	\$ -	\$ -	\$ 11,389	\$ 100,623
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 5,429	\$ -	\$ -	\$ -	\$ -	\$ 5,429
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 85,000	\$ -	\$ -	\$ 85,000
Residential Education	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Low-Income (total)	\$199,748	\$48,848	\$2,333,689	\$684,709	\$118,639	\$3,396,419
4. Low-Income Whole House	\$ 133,855	\$ 24,880	\$ 2,333,689	\$ 684,709	\$ 118,639	\$ 3,396,419
Low-Income New Construction	\$ 2,061	\$ 229	\$ 40,000	\$ 1,877	\$ 5,920	\$ 50,087
Low-Income Single Family Retrofit	\$ 110,814	\$ 22,397	\$ 1,844,480	\$ 575,910	\$ 93,323	\$ 2,848,865
Low-Income Multi-Family Retrofit	\$ 20,780	\$ 2,313	\$ 448,109	\$ 18,922	\$ 14,628	\$ 566,760
5. Low-Income Hand-to-Measure	\$ 57,087	\$ 43,962	\$ -	\$ -	\$ 2,970	\$ 103,718
Low-Income Statewide Marketing	\$ -	\$ 20,384	\$ -	\$ -	\$ -	\$ 20,384
Low-Income DOER Assessment	\$ 18,258	\$ -	\$ -	\$ -	\$ 2,970	\$ 21,228
Low-Income Energy Affordability Network	\$ 38,829	\$ 23,207	\$ -	\$ -	\$ -	\$ 62,126
Commercial & Industrial (total)	\$489,743	\$110,569	\$11,099,518	\$1,439,479	\$477,763	\$13,691,802
6. C&I New Construction	\$ 88,348	\$ 9,947	\$ 1,708,599	\$ 281,828	\$ 143,637	\$ 2,223,949
C&I New Construction	\$ 88,348	\$ 9,947	\$ 1,708,599	\$ 281,828	\$ 143,637	\$ 2,223,949
7. C&I Retrofit	\$ 245,289	\$ 89,197	\$ 9,387,720	\$ 1,145,447	\$ 278,138	\$ 11,238,704
C&I Retrofit	\$ 245,289	\$ 89,197	\$ 9,387,720	\$ 1,145,447	\$ 278,138	\$ 11,238,704
C&I Direct Install	\$ 182,547	\$ 20,323	\$ 9,200,972	\$ 489,329	\$ 141,845	\$ 4,032,036
8. C&I Hand-to-Measure	\$ 58,109	\$ 82,482	\$ -	\$ -	\$ 9,691	\$ 149,180
C&I Statewide Marketing	\$ -	\$ 82,450	\$ -	\$ -	\$ -	\$ 82,450
C&I DOER Assessment	\$ 50,637	\$ -	\$ -	\$ -	\$ 8,991	\$ 59,628
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 4,871	\$ -	\$ -	\$ -	\$ -	\$ 4,871
GRAND TOTAL	\$1,094,280	\$722,419	\$23,012,483	\$3,769,447	\$1,082,991	\$39,688,679

Source:

G412-001 Compact Efficiency 2012/2013-2015 EEP/2012/1102 & 12-20 DPU 12-107 Proceeding/2013 02.21 Compliance Filing/DPU 12-107_CLC_Esh. 4
COMPLIANCE: 2013-2015 08-50 Tables Expanded 2013.02.13.xlsx

CY 13

Cape Light Compact Power Supply Reserve Fund Balance as of 5/31/13	\$ 1,228,160.00
Projected Cape Light Compact Power Supply Reserve Fund Balance as of 6/30/13	\$ 1,402,466.00

Cape Light Compact Fiscal Year 2014 (July 1, 2013 - June 30, 2014) Proposed Operating Budget

<u>Item</u>	<u>FY 13</u>	<u>Proposed FY14</u>	
Salaries	\$ 145,000.00	\$ 182,219.00	Joe 100%, Maggie 75% Karen 15%, Lindsay 10%
Legal	\$ 315,885.00	\$ 383,105.00	
Contractual	\$ 60,000.00	\$ 45,000.00	RFP for CLC load
Telephone	\$ 1,000.00	\$ 1,200.00	
Travel	\$ 16,000.00	\$ 16,000.00	
Advertising - power supply	\$ 17,900.00	\$ 12,000.00	
Shipping	\$ 250.00	\$ 250.00	
Postage	\$ 9,500.00	\$ 11,000.00	
Assoc. Dues	\$ 6,000.00	\$ 11,000.00	
Subscriptions	\$ 2,500.00	\$ 1,500.00	
Printing	\$ 7,000.00	\$ 7,000.00	
Fringes		\$ 46,764.00	
Equipment Rental	\$ 5,000.00	\$ 5,000.00	
Subtotal CLC Operating Budget	\$ 586,035.00	\$ 722,038.00	
 CVEC Operating Grant	 402,885	 \$ 402,745.00	
Total CLC FY 12 Operating Budget		\$ 1,124,783.00	

date 4/15/13

CY 13

2013 Budgeted (Based on Three-year Plan)

Program	PA Costs					
	PPA	Marketing	Incentives	STAT	EMV	Total PA Costs
Residential (total)	\$117,738	\$283,373	\$1,838,870	\$1,743,383	\$487,882	\$119,880,848
1. Residential Whole House	\$ 414,789	\$ 178,489	\$ 7,742,857	\$ 658,692	\$ 588,438	\$ 9,587,333
Residential New Construction	\$ 20,702	\$ 18,012	\$ 329,250	\$ 137,852	\$ 7,011	\$ 508,826
Residential Multi-Family Retrofit	\$ 20,486	\$ 12,632	\$ 288,414	\$ 38,655	\$ 16,243	\$ 378,451
Residential Home Energy Services	\$ 373,570	\$ 148,605	\$ 7,102,993	\$ 680,485	\$ 343,203	\$ 8,649,056
Residential Behavior/Feedback	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ 22,000
2. Residential Products	\$ 108,484	\$ 159,718	\$ 1,780,919	\$ 497,270	\$ 79,606	\$ 2,626,178
Residential Cooling & Heating Equipment	\$ 30,261	\$ 20,424	\$ 493,175	\$ 89,558	\$ 10,558	\$ 643,974
Residential Lighting	\$ 58,883	\$ 109,794	\$ 1,001,994	\$ 272,120	\$ 55,887	\$ 1,498,678
Residential Consumer Products	\$ 19,320	\$ 29,500	\$ 285,750	\$ 135,594	\$ 13,382	\$ 483,526
3. Residential Hard-to-Measure	\$ 94,563	\$ 247,185	\$ 65,000	\$ 389,000	\$ 11,389	\$ 807,137
Residential Statewide Marketing	\$ -	\$ 122,185	\$ -	\$ -	\$ -	\$ 122,185
Residential DOER Assessment	\$ 89,134	\$ -	\$ -	\$ -	\$ 11,389	\$ 100,523
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 5,429	\$ -	\$ -	\$ -	\$ -	\$ 5,429
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 65,000	\$ -	\$ -	\$ 65,000
Residential Education	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Low-Income (total)	\$180,743	\$88,942	\$2,333,688	\$598,709	\$118,838	\$3,359,219
4. Low-Income Whole House	\$ 133,859	\$ 24,850	\$ 2,333,688	\$ 598,709	\$ 113,888	\$ 3,202,701
Low-Income New Construction	\$ 2,081	\$ 229	\$ 40,000	\$ 1,877	\$ 5,920	\$ 50,087
Low-Income Single Family Retrofit	\$ 110,814	\$ 22,337	\$ 1,844,480	\$ 575,910	\$ 93,323	\$ 2,648,865
Low-Income Multi-Family Retrofit	\$ 20,780	\$ 2,313	\$ 449,109	\$ 18,922	\$ 14,625	\$ 505,750
5. Low-Income Hard-to-Measure	\$ 67,887	\$ 43,662	\$ -	\$ -	\$ 2,970	\$ 103,718
Low-Income Statewide Marketing	\$ -	\$ 20,364	\$ -	\$ -	\$ -	\$ 20,364
Low-Income DOER Assessment	\$ 18,288	\$ -	\$ -	\$ -	\$ 2,970	\$ 21,228
Low-Income Energy Affordability Network	\$ 38,820	\$ 23,297	\$ -	\$ -	\$ -	\$ 62,128
Commercial & Industrial (total)	\$488,742	\$110,308	\$11,698,318	\$1,428,476	\$477,782	\$13,691,823
6. C&I New Construction	\$ 89,348	\$ 9,947	\$ 1,702,588	\$ 281,028	\$ 143,037	\$ 2,225,948
C&I New Construction	\$ 89,348	\$ 9,947	\$ 1,702,588	\$ 281,028	\$ 143,037	\$ 2,225,948
7. C&I Retrofit	\$ 442,235	\$ 38,107	\$ 9,387,730	\$ 1,146,447	\$ 328,138	\$ 11,238,704
C&I Retrofit	\$ 442,235	\$ 38,107	\$ 9,387,730	\$ 1,146,447	\$ 328,138	\$ 11,238,704
C&I Direct Install	\$ 182,547	\$ 20,323	\$ 3,200,972	\$ 488,329	\$ 141,865	\$ 4,033,036
8. C&I Hard-to-Measure	\$ 56,108	\$ 82,460	\$ -	\$ -	\$ 9,591	\$ 127,159
C&I Statewide Marketing	\$ -	\$ 62,460	\$ -	\$ -	\$ -	\$ 62,460
C&I DOER Assessment	\$ 60,537	\$ -	\$ -	\$ -	\$ 9,591	\$ 60,128
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 4,571	\$ -	\$ -	\$ -	\$ -	\$ 4,571
GRAND TOTAL	\$1,286,283	\$762,419	\$23,012,483	\$3,768,247	\$1,082,103	\$29,888,870

2013 Actuals (January Through June)

Program	PA Costs					
	PPA	Marketing	Incentives	STAT	EMV	Total PA Costs
Residential (total)	\$172,337	\$174,839	\$2,887,816	\$197,881	\$189,854	\$3,147,188
1. Residential Whole House	\$ 185,982	\$ 82,144	\$ 2,081,383	\$ 243,203	\$ 100,049	\$ 2,622,821
Residential New Construction	\$ 6,985	\$ 3,444	\$ 20,769	\$ 20,970	\$ 8,273	\$ 60,421
Residential Multi-Family Retrofit	\$ 6,893	\$ 2,849	\$ 9,825	\$ 12,317	\$ 4,216	\$ 38,098
Residential Home Energy Services	\$ 122,104	\$ 55,851	\$ 2,050,769	\$ 210,116	\$ 87,561	\$ 2,526,401
Residential Behavior/Feedback	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Residential Products	\$ 38,493	\$ 37,187	\$ 498,983	\$ 91,340	\$ 90,648	\$ 715,508
Residential Cooling & Heating Equipment	\$ 10,181	\$ 4,209	\$ 272,659	\$ 24,148	\$ 8,651	\$ 319,848
Residential Lighting	\$ 19,811	\$ 24,821	\$ 200,289	\$ 42,243	\$ 21,006	\$ 308,150
Residential Consumer Products	\$ 6,500	\$ 8,137	\$ 27,035	\$ 24,948	\$ 20,888	\$ 87,510
3. Residential Hard-to-Measure	\$ 98,883	\$ 115,214	\$ -	\$ 491	\$ 193,139	\$ 408,727
Residential Statewide Marketing	\$ -	\$ 43,564	\$ -	\$ -	\$ -	\$ 43,564
Residential DOER Assessment	\$ 80,344	\$ -	\$ -	\$ -	\$ -	\$ 80,344
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 19,539	\$ -	\$ -	\$ -	\$ -	\$ 19,539
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 191,199	\$ -	\$ 191,199
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 1,940	\$ -	\$ 1,940
Residential R&D and Demonstration	\$ -	\$ -	\$ -	\$ 491	\$ -	\$ 491
Residential Education	\$ -	\$ 71,649	\$ -	\$ -	\$ -	\$ 71,649
Low-Income (total)	\$488,870	\$113,811	\$3,378,887	\$104,181	\$244,219	\$8,111,718
4. Low-Income Whole House	\$ 44,588	\$ 3,278	\$ 379,857	\$ 104,181	\$ 44,219	\$ 576,441
Low-Income New Construction	\$ 693	\$ 47	\$ 606	\$ 957	\$ 748	\$ 3,061
Low-Income Single Family Retrofit	\$ 37,283	\$ 2,755	\$ 279,241	\$ 93,388	\$ 41,338	\$ 484,004
Low-Income Multi-Family Retrofit	\$ 6,981	\$ 473	\$ 99,810	\$ 9,817	\$ 2,333	\$ 119,426
5. Low-Income Hard-to-Measure	\$ 24,702	\$ 10,839	\$ -	\$ -	\$ -	\$ 35,237
Low-Income Statewide Marketing	\$ -	\$ 7,765	\$ -	\$ -	\$ -	\$ 7,765
Low-Income DOER Assessment	\$ 20,086	\$ -	\$ -	\$ -	\$ -	\$ 20,086
Low-Income Energy Affordability Network	\$ 4,616	\$ 2,770	\$ -	\$ -	\$ -	\$ 7,386
Commercial & Industrial (total)	\$344,888	\$36,506	\$848,072	\$378,346	\$82,897	\$1,576,843
6. C&I New Construction	\$ 30,081	\$ 2,041	\$ 442,832	\$ 74,809	\$ 24,903	\$ 574,366
C&I New Construction	\$ 30,081	\$ 2,041	\$ 442,832	\$ 74,809	\$ 24,903	\$ 574,366
7. C&I Retrofit	\$ 115,181	\$ 7,817	\$ 487,820	\$ 200,537	\$ 67,693	\$ 878,727
C&I Retrofit	\$ 115,181	\$ 7,817	\$ 487,820	\$ 200,537	\$ 67,693	\$ 878,727
C&I Direct Install	\$ 53,743	\$ 3,648	\$ 121,628	\$ 114,092	\$ 32,142	\$ 325,253
8. C&I Hard-to-Measure	\$ 61,418	\$ 4,169	\$ 375,892	\$ 86,444	\$ 25,551	\$ 553,474
C&I Statewide Marketing	\$ -	\$ 28,443	\$ -	\$ -	\$ -	\$ 28,443
C&I DOER Assessment	\$ 82,170	\$ -	\$ -	\$ -	\$ -	\$ 82,170
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 17,136	\$ -	\$ -	\$ -	\$ -	\$ 17,136
GRAND TOTAL	\$1,068,133	\$244,257	\$3,901,848	\$1,077,388	\$277,810	\$5,337,716

Source:

G12-001 Compact Efficiency 2012/2013-2015 EEP/2012/1102 & 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

CY13

1

Cape Light Compact

Fiscal Year 2009, 2010 and 2011
Financial Statement Audit Exit Conferences

August 14, 2013

Presented by: Chris Rogers, CPA, Shareholder

Agenda

2

- Background
- Engagements summary
- Financial statement structure
- Reporting entity
- Financial statement summaries (2009 – 2011)
 - ▣ Opinions
 - ▣ Financial highlights
 - ▣ Significant footnotes
 - ▣ Additional Information
- Reports on IC Over FR and Compliance
- Management Letter
- Questions

Background

3

- Since inception (1997) all Cape Light Compact funds have been included in the annual audit of Barnstable County's financial statements
 - ▣ These audits did not include the preparation of separately issued financial statements for the Compact
- July 2012 - Presentation to Compact Governing Board on Compact Audit and Attestation Recommendations
- September 2012 – Compact Board votes to proceed with Recommendations
- March 2013 – Report on Applying Agreed Upon Procedures presented to the Board

Engagements Summary

4

- Audits began February 2013
- Multiple drafts issued for each year beginning early June 2013
- Final documents issued August 2013
- Information was provided timely and was well organized
- Management and staff responsive to all inquiries
- No disagreements with management

Financial Statement Structure

5

- Auditors' opinion (p 1-2)
- Management's discussion and analysis (p 4-8)
- Financial statements and notes (p 10-19)
- Additional information (p 21-24)
 - ▣ Combining statements of net assets and revenues, expenses and changes in net assets
 - ▣ Reconciliation of audited EE operating expenses to the annual DPU report

CY 13

Reporting Entity

6

- Financial statements include the direct financial activities of the Compact, such as:
 - ▣ Energy efficiency programs funded by:
 - Energy efficiency/system benefit charges
 - EERF charges
 - RGGI proceeds received via the Commonwealth
 - Forward capacity market
 - ▣ Opt-in green program
- Financial statements do not include:
 - ▣ Federal and state grants received by Barnstable County but administered by the Compact
 - These funds have been reported as governmental funds in Barnstable County's annual audited financial statements

Opinions

7

- Opinions (p 1-2)
 - ▣ Unqualified (best opinion available) for all years (2009, 2010 and 2011)
 - FS presented fairly, in all material respects, the financial position and results of operations and cash flows in accordance with GAAP (GASB)

Financial Highlights - 2009

8

- Statement of Net Assets (p 10)
 - ▣ Assets - \$5.3m
 - Cash and cash equivalents - \$3.6m
 - Accounts receivable - \$1.7m
 - ▣ Liabilities - \$2.9m
 - A/P and accrued expenses - \$2.7m
 - Net OPEB obligation - \$102k
 - ▣ Net Assets – \$2.4m

Financial Highlights - 2009

9

- **Statement of Revenues, Expenses and Change (p 11)**
 - ▣ Increase in net assets of \$501k, or 26.3%
 - ▣ Total operating revenues \$10.4m
 - Energy efficiency - \$4.9m
 - Intergovernmental (RGGI) - \$4.0m
 - ▣ Total operating expenses - \$10.1m
 - Energy efficiency programs - \$8.8m, or 87%
 - Grants to CVEC - \$720k, or 7%
 - ▣ Total nonoperating revenues (expenses) - \$196k
 - Forward capacity market - \$329k
 - RECs - (\$133k)

Significant Footnotes - 2009

10

- Note 5 - Long-term Obligations (p 16)
 - ▣ Net OPEB obligation - \$102k
 - Represents Compact's estimated share of County's annual cost
 - ▣ Compensated absences - \$47k

Significant Footnotes - 2009

11

- Note 8 – Related Party Transactions (p 17 – 18)
 - ▣ Administrative services agreement with County
 - ▣ Grants provided to CVEC (\$720k)
 - ▣ County paying for certain Compact activities from General Fund (County) budget - \$189k
 - ▣ Subsequent to year-end, Compact funds were used to secure a \$100k line of credit for CVEC
 - ▣ Subsequent to year-end, the Compact entered into 2 agreements to purchase RECs from CVEC

Significant Footnotes - 2009

12

- Note 10 – Commitments (p 18)
 - ▣ Compact is committed under several agreements to purchase RECs at fixed prices through March 2012
 - Maximum commitment totals \$7.7m
 - Substantial portion of the RECs are purchased by supplier at cost
 - ▣ Compact participates in ISO-NE Forward Capacity Market
 - After June 1, 2010 committed to deliver specified units of EE at a fixed price per unit
 - Penalties are assessed if Compact fails to deliver its capacity supply obligation
 - Prior to June 1, 2010 paid a fixed price based on EE reported to ISO-NE

Significant Footnotes - 2009

13

- Note 10 – Commitments (continued)
 - ▣ Subsequent to year-end, Compact entered into 5-year agreement to purchase all RECs generated by 3rd party facility
 - ▣ Subsequent to year-end (2012), Compact entered into several agreements to sell REC's it had acquired (or committed to acquire) from a third party
 - Future cash inflows total \$657k.

Additional Information - 2009

14

- Additional Information (p 22 – 24)
 - ▣ Combining statement of net assets (p 22) and combining statement of revenues, expenses and changes in net assets (p 23)
 - These statements segregate the Compact's activities between Energy Efficiency, Power Supply Reserve, budgeted operating funds and the Green Program
 - ▣ Reconciliation of audited GAAP EE operating expenses to annual DPU report (p 24)
 - Reconciling items (net change in accrued expenses, accrued payroll, net OPEB obligation and compensated absences) represent differences in basis of accounting (accrual versus modified accrual)

Financial Highlights - 2010

15

- Statement of Net Assets (p 10)
 - ▣ Assets - \$3.9m
 - Cash and cash equivalents - \$1.9m
 - Accounts receivable - \$2.0m
 - ▣ Liabilities - \$3.6m
 - A/P and accrued expenses - \$3.3m
 - Net OPEB obligation - \$204k
 - ▣ Net Assets – \$322k

Financial Highlights - 2010

16

- **Statement of Revenues, Expenses and Change (p 11)**
 - ▣ **Decrease in net assets of \$2.1m, or 86.6%**
 - Result of lag in receipt of revenues (6 months) from the EE program
 - Experienced by all EE program administrators
 - ▣ **Total operating revenues \$12.4m**
 - Energy efficiency - \$5.1m
 - EE reconciliation factor (EERF) - \$4.7m
 - ▣ **Total operating expenses - \$14.5m**
 - Energy efficiency programs – 13.4m, or 93%
 - Grants to CVEC - \$500k, or 3.5%
 - ▣ **Total nonoperating revenues (expenses) – (\$39k)**
 - Forward capacity market - \$556k
 - RECs - (\$590k)

Significant Footnotes - 2010

17

- Note 5 - Long-term Obligations (p 16)
 - ▣ Net OPEB obligation - \$204k
 - \$102k current year cost, which represents Compact's estimated share of County's annual cost
 - ▣ Compensated absences - \$45k

Significant Footnotes – 2010

18

- Note 8 – Related Party Transactions (p 17 – 18)
 - ▣ Administrative services agreement with County
 - ▣ Grants provided to CVEC (\$500k)
 - ▣ County paying for certain Compact activities from General Fund (County) budget - \$97k
 - ▣ Subsequent to year-end, Compact funds were used to secure a \$100k line of credit for CVEC

CY B

Significant Footnotes - 2010

19

- **Note 10 – Commitments (p 18)**
 - ▣ Compact is committed under several agreements to purchase RECs at fixed prices through June 2015
 - Maximum commitment totals \$6.1m
 - ▣ Compact participates in ISO-NE Forward Capacity Market
 - After June 1, 2010 committed to deliver specified units of EE at a fixed price per unit
 - Penalties are assessed if Compact fails to deliver its capacity supply obligation
 - Prior to June 1, 2010 paid a fixed price based on EE reported to ISO NE

CY 13

Significant Footnotes - 2010

20

- Note 10 – Commitments (continued)
 - ▣ Subsequent to year-end (2012), Compact entered into several agreements to sell REC's it had acquired (or committed to acquire) from a third party
 - Future cash inflows total \$657k.

Additional Information - 2010

21

- **Additional Information (p 22 – 24)**
 - ▣ **Combining statement of net assets (p 22) and combining statement of revenues, expenses and changes in net assets (p 23)**
 - These statements segregate the Compact's activities between Energy Efficiency, Power Supply Reserve, budgeted operating funds and the Green Program
 - ▣ **Reconciliation of audited GAAP EE operating expenses to annual DPU report (p 24)**
 - Most reconciling items (net change in accrued expenses, accrued payroll, net OPEB obligation and compensated absences) represent differences in basis of accounting (accrual versus modified accrual)
 - One reconciling item (\$247k) relates to County grant expenses that DPU directed to include in the annual report

CYB

Financial Highlights – 2011

22

- Statement of Net Assets (p 10)
 - ▣ Assets - \$4.2m
 - Cash and cash equivalents - \$2.2m
 - Accounts receivable - \$2.0m
 - ▣ Liabilities - \$3.3m
 - A/P and accrued expenses - \$2.9m
 - Net OPEB obligation - \$301k
 - ▣ Net Assets – \$908k

Financial Highlights - 2011

23

- Statement of Revenues, Expenses and Change (p 11)
 - ▣ Increase in net assets of \$587k, or 182%
 - ▣ Total operating revenues \$18.4m
 - Energy efficiency - \$5.0m
 - EE reconciliation factor (EERF) - \$11.5m
 - ▣ Total operating expenses - \$18.1m
 - Energy efficiency programs – 16.6m, or 92%
 - Grants to CVEC - \$744k, or 4.1%
 - ▣ Total nonoperating revenues (expenses) – \$218k
 - Forward capacity market - \$699k
 - RECs - (\$479k)

Significant Footnotes - 2011

24

- Note 5 - Long-term Obligations (p 16)
 - ▣ Net OPEB obligation - \$301k
 - \$102k current year cost, which represents Compact's estimated share of County's annual cost
 - ▣ Compensated absences - \$46k

CY 13

Significant Footnotes – 2011

25

- Note 8 – Related Party Transactions (p 17 – 18)
 - ▣ Administrative services agreement with County
 - ▣ Grants provided to CVEC (\$744k)
 - ▣ County paying for certain Compact activities from General Fund (County) budget - \$99k
 - ▣ Subsequent to year-end, Compact funds were used to secure a \$100k line of credit for CVEC

Significant Footnotes - 2011

26

- Note 10 – Commitments (p 18)
 - ▣ Compact is committed under several agreements to purchase RECs at fixed prices through June 2015
 - Maximum commitment totals \$2.8m
 - ▣ Compact participates in ISO-NE Forward Capacity Market
 - Committed to deliver specified units of EE at a fixed price per unit
 - Penalties are assessed if Compact fails to deliver its capacity supply obligation

CIB

Significant Footnotes - 2011

27

- Note 10 – Commitments (continued)
 - ▣ Subsequent to year-end (2012), Compact entered into several agreements to sell REC's it had acquired (or committed to acquire) from a third party
 - Future cash inflows total \$657k.

Additional Information - 2011

28

- Additional Information (p 22 – 24)
 - ▣ Combining statement of net assets (p 22) and combining statement of revenues, expenses and changes in net assets (p 23)
 - These statements segregate the Compact's activities between Energy Efficiency, Power Supply Reserve, budgeted operating funds and the Green Program
 - ▣ Reconciliation of audited GAAP EE operating expenses to annual DPU report (p 24)
 - Most reconciling items (net change in accrued expenses, accrued payroll, net OPEB obligation and compensated absences) represent differences in basis of accounting (accrual versus modified accrual)
 - One reconciling item (\$200k) relates to County grant expenses that DPU directed to include in the annual report

Report on IC over FR, Compliance and Federal Award Programs

29

- Document structure
 - ▣ Report on internal control (IC) over financial reporting (FR), compliance and other matters
 - Required by Government Auditing Standards
 - No opinion provided
 - Must report the following:
 - Any significant deficiencies or material weaknesses in internal control over financial reporting
 - Material noncompliance related to laws, regulations, contracts and grant agreements
 - Results
 - No findings for 2009, 2010 and 2011

Management Letter

30

- One management letter prepared for all years
- Does not identify the strengths of the financial systems
- Summary
 - ▣ 3 comments
 - 1 informational

Management Letter

31

- Chart of Accounts (p 1)
 - ▣ County provides accounting and financial reporting services
 - Compact's chart of account structure designed with some characteristics of County government
 - Differs from Compact's operations
 - Current structure focused on reporting by function; miscellaneous account used when activity cannot be grouped by function
 - ▣ We identified several instances whereby "miscellaneous" expense accounts were used for the purchase of REC's and grants to CVEC
 - These activities are an integral part of operations and should be reported separately in the general ledger
 - ▣ We recommend chart of accounts be structured in a manner that is customized to the Compact's operations

Management Letter

32

□ “Mil-Adder” Funds (p 2)

▣ We identified the following regarding “Mil-Adder” funds:

- Investment income is not being allocated to the fund (as prescribed by Section 15.3 of the Competitive Electric Supply Agreement (CESA))
- Although not required by the CESA, Board formally votes the use of “mil-adder” funds related to the annual operating budget, grants to CVEC and various other operating expense
 - Represents 92.8% of expenses between 1/1/09 – 12/31/11
 - Remaining 7.2% (i.e., legal expenses related to DPU proceedings and opt out notices) were discussed at Board meetings but not formally voted
 - We believe a formal vote on the use of all “mil-adder” funds would strengthen controls over disbursements
- We recommend:
 - Investment income be allocated to the “Mil-adder” fund monthly
 - Procedures be implemented whereby the Board formally votes the use of all “mil-adder” funds (i.e., budget process)

Management Letter

33

- Pension Accounting and Financial Reporting (p 3)
 - ▣ GASBS 68 revises/establishes new financial reporting requirements related to pension benefits
 - Required to recognize long-term obligation for pension benefits
 - Also requires:
 - More comprehensive measure of annual pension costs
 - Conditions on the use of discount rate
 - Requirement to use entry age method and each service period's cost is determined by level % of pay (attribution method)
 - ▣ We recommend management familiarize itself with GASBS 68 and prepare for its implementation

CYB

Questions

CY B

2013 Budgeted (Based on Three-year Plan)

Program	PA Costs					Total PA Costs
	PPA	Marketing	Incentives	STAT	EMV	
Residential (total)	\$117,788	\$243,378	\$3,588,978	\$1,743,382	\$457,883	\$12,980,448
1. Residential Whole House	\$ 414,789	\$ 178,489	\$ 7,742,887	\$ 884,992	\$ 388,456	\$ 9,557,533
Residential New Construction	\$ 20,702	\$ 16,012	\$ 329,250	\$ 137,852	\$ 7,011	\$ 509,826
Residential Multi-Family Retrofit	\$ 20,486	\$ 12,852	\$ 286,414	\$ 38,855	\$ 16,243	\$ 376,451
Residential Home Energy Services	\$ 373,570	\$ 148,805	\$ 7,102,993	\$ 680,485	\$ 343,203	\$ 9,649,056
Residential Behavior/Feedback	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ 22,000
2. Residential Products	\$ 108,484	\$ 159,718	\$ 1,795,919	\$ 497,270	\$ 79,506	\$ 2,626,178
Residential Cooling & Heating Equipment	\$ 30,261	\$ 20,424	\$ 493,175	\$ 88,566	\$ 10,558	\$ 643,974
Residential Lighting	\$ 58,883	\$ 109,784	\$ 1,001,994	\$ 272,120	\$ 55,887	\$ 1,498,678
Residential Consumer Products	\$ 19,320	\$ 29,500	\$ 285,750	\$ 135,594	\$ 13,362	\$ 483,526
3. Residential Hard-to-Measure	\$ 94,563	\$ 247,185	\$ 65,000	\$ 389,000	\$ 11,389	\$ 907,137
Residential Statewide Marketing	\$ -	\$ 122,185	\$ -	\$ -	\$ -	\$ 122,185
Residential DOER Assessment	\$ 88,134	\$ -	\$ -	\$ -	\$ 11,389	\$ 100,523
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 5,429	\$ -	\$ -	\$ -	\$ -	\$ 5,429
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 65,000	\$ -	\$ -	\$ 65,000
Residential Education	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Low-Income (total)	\$180,743	\$81,542	\$2,333,589	\$596,709	\$116,838	\$3,304,419
4. Low-Income Whole House	\$ 133,655	\$ 24,880	\$ 2,333,589	\$ 596,709	\$ 113,889	\$ 3,202,701
Low-Income New Construction	\$ 2,061	\$ 229	\$ 40,000	\$ 1,877	\$ 5,920	\$ 50,087
Low-Income Single Family Retrofit	\$ 110,814	\$ 22,337	\$ 1,844,480	\$ 575,910	\$ 93,323	\$ 2,846,865
Low-Income Multi-Family Retrofit	\$ 20,780	\$ 2,313	\$ 448,109	\$ 18,922	\$ 14,625	\$ 505,750
5. Low-Income Hard-to-Measure	\$ 57,087	\$ 43,662	\$ -	\$ -	\$ 2,970	\$ 103,718
Low-Income Statewide Marketing	\$ -	\$ 20,364	\$ -	\$ -	\$ -	\$ 20,364
Low-Income DOER Assessment	\$ 18,258	\$ -	\$ -	\$ -	\$ 2,970	\$ 21,228
Low-Income Energy Affordability Network	\$ 38,829	\$ 23,297	\$ -	\$ -	\$ -	\$ 62,126
Commercial & Industrial (total)	\$488,743	\$110,503	\$11,080,318	\$1,436,476	\$277,783	\$13,891,822
6. C&I New Construction	\$ 89,348	\$ 6,947	\$ 1,702,588	\$ 281,028	\$ 143,037	\$ 2,225,948
C&I New Construction	\$ 89,348	\$ 6,947	\$ 1,702,588	\$ 281,028	\$ 143,037	\$ 2,225,948
7. C&I Retrofit	\$ 342,285	\$ 38,107	\$ 9,387,730	\$ 1,145,447	\$ 325,135	\$ 11,238,704
C&I Retrofit	\$ 159,738	\$ 17,784	\$ 6,186,769	\$ 658,118	\$ 183,270	\$ 7,205,688
C&I Direct Install	\$ 182,547	\$ 20,323	\$ 3,200,972	\$ 486,329	\$ 141,865	\$ 4,032,036
8. C&I Hard-to-Measure	\$ 55,109	\$ 62,450	\$ -	\$ -	\$ 9,591	\$ 127,150
C&I Statewide Marketing	\$ -	\$ 62,450	\$ -	\$ -	\$ -	\$ 62,450
C&I DOER Assessment	\$ 50,537	\$ -	\$ -	\$ -	\$ 9,591	\$ 60,128
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 4,571	\$ -	\$ -	\$ -	\$ -	\$ 4,571
GRAND TOTAL	\$1,294,389	\$762,419	\$23,612,483	\$3,764,447	\$1,052,252	\$29,848,870

2013 Actuals (January Through August)

Program	PA Costs					Total PA Costs
	PPA	Marketing	Incentives	STAT	EMV	
Residential (total)	\$272,337	\$214,828	\$3,681,918	\$227,891	\$180,584	\$12,747,158
1. Residential Whole House	\$ 184,827	\$ 94,884	\$ 7,681,953	\$ 787,812	\$ 387,702	\$ 9,597,769
Residential New Construction	\$ 7,921	\$ 15,452	\$ 21,358	\$ 22,775	\$ 37,497	\$ 139,003
Residential Multi-Family Retrofit	\$ 7,838	\$ 3,406	\$ 9,825	\$ 14,102	\$ 23,024	\$ 58,195
Residential Home Energy Services	\$ 138,867	\$ 76,008	\$ 2,060,769	\$ 241,737	\$ 927,181	\$ 3,434,560
Residential Behavior/Feedback	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Residential Products	\$ 41,502	\$ 73,361	\$ 610,265	\$ 107,238	\$ 240,074	\$ 972,421
Residential Cooling & Heating Equipment	\$ 11,579	\$ 4,919	\$ 277,538	\$ 26,784	\$ 107,732	\$ 428,552
Residential Lighting	\$ 22,531	\$ 46,258	\$ 204,329	\$ 53,822	\$ 91,164	\$ 418,103
Residential Consumer Products	\$ 7,393	\$ 22,174	\$ 28,388	\$ 26,632	\$ 41,177	\$ 125,765
3. Residential Hard-to-Measure	\$ 102,351	\$ 170,144	\$ 1,525	\$ 183,138	\$ 35,688	\$ 602,848
Residential Statewide Marketing	\$ -	\$ 43,564	\$ -	\$ -	\$ -	\$ 43,564
Residential DOER Assessment	\$ 82,812	\$ -	\$ -	\$ -	\$ 35,688	\$ 118,501
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 19,539	\$ -	\$ -	\$ -	\$ -	\$ 19,539
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 191,199	\$ -	\$ 191,199
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 1,940	\$ -	\$ 1,940
Residential R&D and Demonstration	\$ -	\$ -	\$ 1,525	\$ -	\$ -	\$ 1,525
Residential Education	\$ -	\$ 126,580	\$ -	\$ -	\$ -	\$ 126,580
Low-Income (total)	\$80,129	\$88,421	\$394,722	\$118,808	\$213,783	\$888,840
4. Low-Income Whole House	\$ 51,141	\$ 52,314	\$ 384,722	\$ 115,808	\$ 207,386	\$ 621,380
Low-Income New Construction	\$ 789	\$ 53	\$ 888	\$ 1,136	\$ 8,982	\$ 11,845
Low-Income Single Family Retrofit	\$ 42,402	\$ 51,689	\$ 281,437	\$ 103,043	\$ 195,684	\$ 674,234
Low-Income Multi-Family Retrofit	\$ 7,951	\$ 573	\$ 112,509	\$ 11,627	\$ 2,750	\$ 135,501
5. Low-Income Hard-to-Measure	\$ 28,388	\$ 13,106	\$ -	\$ -	\$ 6,367	\$ 48,461
Low-Income Statewide Marketing	\$ -	\$ 7,765	\$ -	\$ -	\$ -	\$ 7,765
Low-Income DOER Assessment	\$ 20,086	\$ -	\$ -	\$ -	\$ 6,367	\$ 26,453
Low-Income Energy Affordability Network	\$ 8,902	\$ 5,341	\$ -	\$ -	\$ -	\$ 14,243
Commercial & Industrial (total)	\$294,488	\$89,135	\$1,367,300	\$314,612	\$118,801	\$2,113,563
6. C&I New Construction	\$ 34,188	\$ 2,281	\$ 442,552	\$ 83,053	\$ 39,036	\$ 601,110
C&I New Construction	\$ 34,188	\$ 2,281	\$ 442,552	\$ 83,053	\$ 39,036	\$ 601,110
7. C&I Retrofit	\$ 130,971	\$ 6,737	\$ 914,747	\$ 230,980	\$ 79,615	\$ 1,363,029
C&I Retrofit	\$ 61,122	\$ 4,077	\$ 121,628	\$ 128,010	\$ 50,824	\$ 365,660
C&I Direct Install	\$ 69,849	\$ 4,660	\$ 793,120	\$ 102,950	\$ 28,791	\$ 999,369
8. C&I Hard-to-Measure	\$ 98,306	\$ 48,107	\$ -	\$ -	\$ -	\$ 147,413
C&I Statewide Marketing	\$ -	\$ 48,107	\$ -	\$ -	\$ -	\$ 48,107
C&I DOER Assessment	\$ 82,170	\$ -	\$ -	\$ -	\$ -	\$ 82,170
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 17,136	\$ -	\$ -	\$ -	\$ -	\$ 17,136
GRAND TOTAL	\$843,377	\$462,904	\$4,346,764	\$1,068,508	\$1,598,078	\$10,786,421

Source:
 G:\12-001 Compact Efficiency 2012\2013-2015 EEP\2012\1102 & 12.20 DPU 12-107 Proceeding\2013.02.21 Compliance Filing\IDPU 12-107_CLC_Ext_4
 COMPLIANCE_2013-2015 08-50 Tables_Expanded_2013.02.13.xlsx

CY B

2013 Budgeted (Based on Three-year Plan)

Program	PA Costs					Total PA Costs
	PPA	Marketing	Incentives	STAT	EMV	
Residential (total)	\$17,784	\$241,573	\$9,588,576	\$1,743,242	\$457,853	\$12,990,248
1. Residential Whole House	\$ 414,769	\$ 176,489	\$ 7,742,857	\$ 684,692	\$ 360,456	\$ 9,357,333
Residential New Construction	\$ 20,702	\$ 16,012	\$ 329,250	\$ 137,852	\$ 7,011	\$ 509,828
Residential Multi-Family Retrofit	\$ 20,486	\$ 12,652	\$ 288,414	\$ 38,655	\$ 16,243	\$ 376,451
Residential Home Energy Services	\$ 373,570	\$ 148,805	\$ 7,102,993	\$ 680,485	\$ 343,203	\$ 8,649,056
Residential Behavior/Feedback	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ 22,000
2. Residential Products	\$ 108,464	\$ 159,718	\$ 1,780,919	\$ 497,270	\$ 79,608	\$ 2,625,978
Residential Cooling & Heating Equipment	\$ 30,261	\$ 20,424	\$ 493,175	\$ 89,666	\$ 10,556	\$ 643,974
Residential Lighting	\$ 58,883	\$ 109,794	\$ 1,001,894	\$ 272,120	\$ 55,887	\$ 1,498,878
Residential Consumer Products	\$ 19,320	\$ 29,500	\$ 285,760	\$ 135,594	\$ 13,362	\$ 483,526
3. Residential Hard-to-Measure	\$ 94,563	\$ 247,185	\$ 65,000	\$ 389,000	\$ 11,389	\$ 807,137
Residential Statewide Marketing	\$ -	\$ 122,185	\$ -	\$ -	\$ -	\$ 122,185
Residential DOER Assessment	\$ 89,134	\$ -	\$ -	\$ -	\$ 11,389	\$ 100,523
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 5,429	\$ -	\$ -	\$ -	\$ -	\$ 5,429
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 65,000	\$ -	\$ -	\$ 65,000
Residential Education	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Low-Income (total)	\$180,743	\$68,542	\$2,333,589	\$596,709	\$116,239	\$3,395,419
4. Low-Income Whole House	\$ 133,655	\$ 24,880	\$ 2,333,589	\$ 596,709	\$ 113,688	\$ 3,202,701
Low-Income New Construction	\$ 2,061	\$ 229	\$ 40,000	\$ 1,877	\$ 5,820	\$ 50,087
Low-Income Single Family Retrofit	\$ 110,814	\$ 22,337	\$ 1,844,480	\$ 575,910	\$ 83,323	\$ 2,646,865
Low-Income Multi-Family Retrofit	\$ 20,780	\$ 2,313	\$ 449,109	\$ 18,922	\$ 14,825	\$ 605,750
5. Low-Income Hard-to-Measure	\$ 57,087	\$ 43,662	\$ -	\$ -	\$ 2,970	\$ 103,718
Low-Income Statewide Marketing	\$ -	\$ 20,364	\$ -	\$ -	\$ -	\$ 20,364
Low-Income DOER Assessment	\$ 18,258	\$ -	\$ -	\$ -	\$ 2,970	\$ 21,228
Low-Income Energy Affordability Network	\$ 38,829	\$ 23,297	\$ -	\$ -	\$ -	\$ 62,126
Commercial & Industrial (total)	\$498,743	\$116,805	\$11,590,318	\$1,436,476	\$477,762	\$13,891,802
6. C&I New Construction	\$ 85,348	\$ 9,947	\$ 1,702,566	\$ 281,028	\$ 143,037	\$ 2,225,948
C&I New Construction	\$ 69,348	\$ 9,947	\$ 1,702,566	\$ 281,028	\$ 143,037	\$ 2,225,948
7. C&I Retrofit	\$ 342,285	\$ 38,107	\$ 9,387,730	\$ 1,145,447	\$ 325,135	\$ 11,238,704
C&I Retrofit	\$ 199,738	\$ 17,784	\$ 6,186,759	\$ 658,118	\$ 183,270	\$ 7,206,668
C&I Direct Install	\$ 182,647	\$ 20,323	\$ 3,200,972	\$ 486,329	\$ 141,865	\$ 4,032,036
8. C&I Hard-to-Measure	\$ 55,109	\$ 62,450	\$ -	\$ -	\$ 9,591	\$ 127,150
C&I Statewide Marketing	\$ -	\$ 62,450	\$ -	\$ -	\$ -	\$ 62,450
C&I DOER Assessment	\$ 50,537	\$ -	\$ -	\$ -	\$ 9,591	\$ 60,128
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 4,571	\$ -	\$ -	\$ -	\$ -	\$ 4,571
GRAND TOTAL	\$1,996,969	\$762,419	\$23,512,483	\$3,766,447	\$1,053,252	\$29,588,678

2013 Actuals (January Through August)

Program	PA Costs					Total PA Costs
	PPA	Marketing	Incentives	STAT	EMV	
Residential (total)	\$272,337	\$214,525	\$2,651,718	\$227,291	\$150,694	\$3,747,165
1. Residential Whole House	\$ 184,627	\$ 94,864	\$ 2,081,653	\$ 778,612	\$ 367,702	\$ 3,597,759
Residential New Construction	\$ 7,921	\$ 15,452	\$ 21,359	\$ 22,773	\$ 37,497	\$ 105,003
Residential Multi-Family Retrofit	\$ 7,639	\$ 3,406	\$ 9,825	\$ 14,102	\$ 23,024	\$ 58,196
Residential Home Energy Services	\$ 138,867	\$ 78,006	\$ 2,050,769	\$ 241,737	\$ 927,181	\$ 3,434,560
Residential Behavior/Feedback	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Residential Products	\$ 41,502	\$ 73,351	\$ 510,285	\$ 107,238	\$ 240,074	\$ 972,421
Residential Cooling & Heating Equipment	\$ 11,579	\$ 4,919	\$ 277,538	\$ 26,784	\$ 107,732	\$ 428,552
Residential Lighting	\$ 22,531	\$ 48,258	\$ 204,329	\$ 53,822	\$ 91,164	\$ 418,103
Residential Consumer Products	\$ 7,393	\$ 22,174	\$ 28,388	\$ 26,632	\$ 41,177	\$ 125,785
3. Residential Hard-to-Measure	\$ 102,351	\$ 170,144	\$ 1,525	\$ 193,139	\$ 35,688	\$ 602,848
Residential Statewide Marketing	\$ -	\$ 43,564	\$ -	\$ -	\$ -	\$ 43,564
Residential DOER Assessment	\$ 82,812	\$ -	\$ -	\$ -	\$ 35,688	\$ 118,501
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 19,539	\$ -	\$ -	\$ -	\$ -	\$ 19,539
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 191,199	\$ -	\$ 191,199
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 1,940	\$ -	\$ 1,940
Residential R&D and Demonstration	\$ -	\$ -	\$ 1,525	\$ -	\$ -	\$ 1,525
Residential Education	\$ -	\$ 126,580	\$ -	\$ -	\$ -	\$ 126,580
Low-Income (total)	\$39,129	\$65,451	\$394,723	\$119,805	\$213,763	\$868,840
4. Low-Income Whole House	\$ 51,141	\$ 52,314	\$ 384,723	\$ 115,808	\$ 207,398	\$ 821,380
Low-Income New Construction	\$ 789	\$ 53	\$ 686	\$ 1,136	\$ 8,982	\$ 11,645
Low-Income Single Family Retrofit	\$ 42,402	\$ 51,689	\$ 281,437	\$ 103,043	\$ 195,684	\$ 674,234
Low-Income Multi-Family Retrofit	\$ 7,951	\$ 573	\$ 112,599	\$ 11,627	\$ 2,760	\$ 135,501
5. Low-Income Hard-to-Measure	\$ 28,988	\$ 13,106	\$ -	\$ -	\$ 8,367	\$ 48,461
Low-Income Statewide Marketing	\$ -	\$ 7,765	\$ -	\$ -	\$ -	\$ 7,765
Low-Income DOER Assessment	\$ 20,086	\$ -	\$ -	\$ -	\$ 8,367	\$ 28,453
Low-Income Energy Affordability Network	\$ 8,902	\$ 5,341	\$ -	\$ -	\$ -	\$ 14,243
Commercial & Industrial (total)	\$284,468	\$39,129	\$1,387,300	\$314,612	\$118,891	\$2,113,933
6. C&I New Construction	\$ 34,188	\$ 2,261	\$ 442,552	\$ 83,053	\$ 39,036	\$ 601,110
C&I New Construction	\$ 34,188	\$ 2,261	\$ 442,552	\$ 83,053	\$ 39,036	\$ 601,110
7. C&I Retrofit	\$ 130,971	\$ 5,737	\$ 914,747	\$ 230,869	\$ 79,616	\$ 1,365,029
C&I Retrofit	\$ 81,122	\$ 4,077	\$ 121,628	\$ 128,010	\$ 50,824	\$ 385,660
C&I Direct Install	\$ 69,849	\$ 4,880	\$ 793,120	\$ 102,850	\$ 28,791	\$ 999,369
8. C&I Hard-to-Measure	\$ 99,306	\$ 48,107	\$ -	\$ -	\$ -	\$ 147,413
C&I Statewide Marketing	\$ -	\$ 48,107	\$ -	\$ -	\$ -	\$ 48,107
C&I DOER Assessment	\$ 82,170	\$ -	\$ -	\$ -	\$ -	\$ 82,170
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 17,136	\$ -	\$ -	\$ -	\$ -	\$ 17,136
GRAND TOTAL	\$643,878	\$482,906	\$4,348,764	\$1,006,808	\$1,598,678	\$8,086,421

Source:
G:\12-001 Compact Efficiency 2012\2013-2015 EEP\20121102 & 12-20 DPU 12-107 Proceeding\2013.02.21 Compliance Filing\DPUs 12-107_CLC_Ext_4
COMPLIANCE_2013-2015 08-50 Tables_Expanded_2013.02.13.xlsx

CY B

2013 Budgeted (Based on Three-year Plan)

Program	PPA	Marketing	Inspection	RTAT	ERV	Total PA Costs
Residential (Total)	\$117,793	\$153,372	\$1,453,879	\$1,453,879	\$147,453	\$119,989,429
1. Residential Whole House	\$ 414,769	\$ 118,488	\$ 7,742,857	\$ 859,892	\$ 289,499	\$ 8,697,333
Residential New Construction	\$ 20,702	\$ 15,912	\$ 329,260	\$ 187,853	\$ 7,511	\$ 528,628
Residential Multi-Family Retrofit	\$ 20,488	\$ 12,662	\$ 288,414	\$ 94,655	\$ 19,249	\$ 373,481
Residential Home Energy Services	\$ 373,570	\$ 148,605	\$ 7,102,993	\$ 685,489	\$ 343,208	\$ 8,649,056
Residential Behavior/Feedback	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ 22,000
2. Residential Products	\$ 108,464	\$ 158,718	\$ 1,780,819	\$ 487,279	\$ 78,898	\$ 2,629,178
Residential Cooling & Heating Equipment	\$ 30,261	\$ 20,424	\$ 483,175	\$ 89,559	\$ 10,654	\$ 643,974
Residential Lighting	\$ 58,883	\$ 108,704	\$ 1,001,894	\$ 272,120	\$ 55,897	\$ 1,498,678
Residential Consumer Products	\$ 19,320	\$ 29,600	\$ 285,780	\$ 135,594	\$ 13,282	\$ 483,526
3. Residential Hard-to-Measure	\$ 84,893	\$ 247,185	\$ 85,999	\$ 289,000	\$ 11,389	\$ 627,137
Residential Statewide Marketing	\$ -	\$ 122,185	\$ -	\$ -	\$ -	\$ 122,185
Residential DOE Assessment	\$ 89,134	\$ -	\$ -	\$ -	\$ 11,389	\$ 100,623
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorships & Subscriptions	\$ 5,429	\$ -	\$ -	\$ -	\$ -	\$ 5,429
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 85,000	\$ -	\$ -	\$ 85,000
Residential Education	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Low-Income Retail	\$ 1780,743	\$ 250,423	\$ 3,333,889	\$ 688,708	\$ 113,893	\$ 5,346,656
4. Low-Income Whole House	\$ 133,854	\$ 24,859	\$ 2,333,889	\$ 688,708	\$ 113,893	\$ 3,295,103
Low-Income New Construction	\$ 2,081	\$ 229	\$ 40,000	\$ 1,877	\$ 5,920	\$ 50,087
Low-Income Single Family Retrofit	\$ 110,614	\$ 22,337	\$ 1,844,480	\$ 578,910	\$ 83,323	\$ 2,646,865
Low-Income Multi-Family Retrofit	\$ 20,780	\$ 2,313	\$ 448,109	\$ 15,822	\$ 14,539	\$ 508,790
5. Low-Income Hard-to-Measure	\$ 87,867	\$ 43,682	\$ -	\$ -	\$ 2,870	\$ 133,719
Low-Income Statewide Marketing	\$ -	\$ 20,364	\$ -	\$ -	\$ -	\$ 20,364
Low-Income DOE Assessment	\$ 18,358	\$ -	\$ -	\$ -	\$ -	\$ 18,358
Low-Income Energy Affordability Network	\$ 38,828	\$ 23,297	\$ -	\$ -	\$ 2,870	\$ 64,995
Commercial & Industrial (Total)	\$ 148,743	\$ 111,000	\$ 11,090,318	\$ 1,090,318	\$ 477,792	\$ 13,918,171
6. C&I New Construction	\$ 89,368	\$ 8,847	\$ 1,109,888	\$ 287,828	\$ 143,037	\$ 2,228,948
C&I New Construction	\$ 89,368	\$ 8,847	\$ 1,109,888	\$ 287,828	\$ 143,037	\$ 2,228,948
7. C&I Retrofit	\$ 158,736	\$ 17,784	\$ 5,198,759	\$ 895,116	\$ 183,270	\$ 7,200,665
C&I Direct Install	\$ 85,109	\$ 65,450	\$ -	\$ -	\$ 8,591	\$ 159,150
C&I Statewide Marketing	\$ -	\$ 62,450	\$ -	\$ -	\$ -	\$ 62,450
C&I DOE Assessment	\$ 50,537	\$ -	\$ -	\$ -	\$ 8,591	\$ 60,128
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 4,671	\$ -	\$ -	\$ -	\$ -	\$ 4,671
GRAND TOTAL	\$1,394,388	\$763,418	\$23,013,483	\$3,785,447	\$1,053,382	\$29,889,876

Source:
GA12-001 Compact Efficiency 2012/2013-2016 EEP/2012/1102 & 12.20 DPU 12-107 Proceeding/2013.02.21 Compliance Filing/DPU 12-107_CLC_Ech.4
COMPLIANCE_2013-2015 05-50 Tables_Expanded_2013.02.13.xlsx

2013 Actuals (January Through October)

Program	PPA	Marketing	Inspection	RTAT	ERV	Total PA Costs
Residential (Total)	\$121,453	\$152,437	\$1,453,401	\$1,453,401	\$147,453	\$119,989,429
1. Residential Whole House	\$ 414,769	\$ 118,488	\$ 7,742,857	\$ 859,892	\$ 289,499	\$ 8,697,333
Residential New Construction	\$ 20,702	\$ 15,912	\$ 329,260	\$ 187,853	\$ 7,511	\$ 528,628
Residential Multi-Family Retrofit	\$ 20,488	\$ 12,662	\$ 288,414	\$ 94,655	\$ 19,249	\$ 373,481
Residential Home Energy Services	\$ 373,570	\$ 148,605	\$ 7,102,993	\$ 685,489	\$ 343,208	\$ 8,649,056
Residential Behavior/Feedback	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ 22,000
2. Residential Products	\$ 108,464	\$ 158,718	\$ 1,780,819	\$ 487,279	\$ 78,898	\$ 2,629,178
Residential Cooling & Heating Equipment	\$ 30,261	\$ 20,424	\$ 483,175	\$ 89,559	\$ 10,654	\$ 643,974
Residential Lighting	\$ 58,883	\$ 108,704	\$ 1,001,894	\$ 272,120	\$ 55,897	\$ 1,498,678
Residential Consumer Products	\$ 19,320	\$ 29,600	\$ 285,780	\$ 135,594	\$ 13,282	\$ 483,526
3. Residential Hard-to-Measure	\$ 84,893	\$ 247,185	\$ 85,999	\$ 289,000	\$ 11,389	\$ 627,137
Residential Statewide Marketing	\$ -	\$ 122,185	\$ -	\$ -	\$ -	\$ 122,185
Residential DOE Assessment	\$ 89,134	\$ -	\$ -	\$ -	\$ 11,389	\$ 100,623
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorships & Subscriptions	\$ 5,429	\$ -	\$ -	\$ -	\$ -	\$ 5,429
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 85,000	\$ -	\$ -	\$ 85,000
Residential Education	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Low-Income Retail	\$ 1780,743	\$ 250,423	\$ 3,333,889	\$ 688,708	\$ 113,893	\$ 5,346,656
4. Low-Income Whole House	\$ 133,854	\$ 24,859	\$ 2,333,889	\$ 688,708	\$ 113,893	\$ 3,295,103
Low-Income New Construction	\$ 2,081	\$ 229	\$ 40,000	\$ 1,877	\$ 5,920	\$ 50,087
Low-Income Single Family Retrofit	\$ 110,614	\$ 22,337	\$ 1,844,480	\$ 578,910	\$ 83,323	\$ 2,646,865
Low-Income Multi-Family Retrofit	\$ 20,780	\$ 2,313	\$ 448,109	\$ 15,822	\$ 14,539	\$ 508,790
5. Low-Income Hard-to-Measure	\$ 87,867	\$ 43,682	\$ -	\$ -	\$ 2,870	\$ 133,719
Low-Income Statewide Marketing	\$ -	\$ 20,364	\$ -	\$ -	\$ -	\$ 20,364
Low-Income DOE Assessment	\$ 18,358	\$ -	\$ -	\$ -	\$ -	\$ 18,358
Low-Income Energy Affordability Network	\$ 38,828	\$ 23,297	\$ -	\$ -	\$ 2,870	\$ 64,995
Commercial & Industrial (Total)	\$ 148,743	\$ 111,000	\$ 11,090,318	\$ 1,090,318	\$ 477,792	\$ 13,918,171
6. C&I New Construction	\$ 89,368	\$ 8,847	\$ 1,109,888	\$ 287,828	\$ 143,037	\$ 2,228,948
C&I New Construction	\$ 89,368	\$ 8,847	\$ 1,109,888	\$ 287,828	\$ 143,037	\$ 2,228,948
7. C&I Retrofit	\$ 158,736	\$ 17,784	\$ 5,198,759	\$ 895,116	\$ 183,270	\$ 7,200,665
C&I Direct Install	\$ 85,109	\$ 65,450	\$ -	\$ -	\$ 8,591	\$ 159,150
C&I Statewide Marketing	\$ -	\$ 62,450	\$ -	\$ -	\$ -	\$ 62,450
C&I DOE Assessment	\$ 50,537	\$ -	\$ -	\$ -	\$ 8,591	\$ 60,128
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 4,671	\$ -	\$ -	\$ -	\$ -	\$ 4,671
GRAND TOTAL	\$1,394,388	\$763,418	\$23,013,483	\$3,785,447	\$1,053,382	\$29,889,876

CY 13

11/15/2013 15:46
mdowneyBarnstable County
YEAR-TO-DATE BUDGET REPORT

FOR 2014 12

PG 1
glytdbud

ACCOUNTS FOR: 8074	CAPE LIGHT COMPACT OPERTG FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
8074 5100	CLC OPERTG FD-SALARIES	0.00	182,219.00	38,414.46	0.00	0.00		
8074 5213	CLC OPERTG FD-TELEPHONES	0.00	1,200.00	0.00	0.00	0.00	143,804.54	21.1%
8074 5233	CLC OPERTG FD-AUDIT/ACCTG SVCS	0.00	130,000.00	78,568.75	0.00	0.00	1,200.00	.0%
8074 5235	CLC OPERTG FD-LEGAL SERVICES	0.00	383,105.00	55,799.74	0.00	0.00	51,431.25	60.4%
8074 5239	CLC OPERTG FD-CONTRACTUAL	0.00	45,000.00	15,595.75	0.00	0.00	327,305.26	14.6%
8074 5281	CLC OPERTG FD-OUTSTATE TRAVEL	0.00	2,200.00	2,028.88	0.00	0.00	29,404.25	34.7%
8074 5282	CLC OPERTG FD-IN STATE TRAVEL	0.00	13,800.00	4,025.87	0.00	2,028.88	-1,857.76	184.4%
8074 5291	CLC OPERTG FD-ADVERTISING	0.00	12,000.00	4,291.19	0.00	0.00	9,774.13	29.2%
8074 5294	CLC OPERTG FD-FREIGHT/SHIPPG	0.00	250.00	0.00	0.00	5,994.44	1,714.37	85.7%
8074 5295	CLC OPERTG FD-PRINTG/COPYG	0.00	7,000.00	572.39	0.00	0.00	250.00	.0%
8074 5361	CLC OPERTG FD-POSTAGE	0.00	11,000.00	1,731.47	0.00	0.00	6,427.61	8.2%
8074 5421	CLC OPERTG FD-ASSOC DUES	0.00	11,000.00	8,000.00	0.00	4,543.53	4,725.00	57.0%
8074 5429	CLC OPERTG FD-SUBSCRIPTIONS	0.00	1,500.00	0.00	0.00	1,500.00	1,500.00	86.4%
8074 5463	CLC OPERTG FD-EQUIP RENTAL	0.00	5,000.00	0.00	0.00	0.00	1,500.00	.0%
8074 5490	CLC OPERTG FD-GRANTS TO CVEC	0.00	402,745.00	402,745.00	0.00	0.00	5,000.00	.0%
8074 5981	CLC OPERTG FD-RETIREMENT	0.00	28,000.00	17,521.81	0.00	0.00	0.00	100.0%
8074 5983	CLC OPERTG FD-GRP INSUR	0.00	17,000.00	2,598.56	0.00	0.00	10,478.19	62.6%
8074 5984	CLC OPERTG FD-MEDICARE	0.00	1,764.00	538.33	0.00	0.00	14,401.44	15.3%
TOTAL CAPE LIGHT COMPACT OPERTG F		0.00	1,254,783.00	632,432.20	0.00	0.00	1,225.67	30.5%
TOTAL EXPENSES		0.00	1,254,783.00	632,432.20	0.00	14,066.85	608,283.95	51.5%
					0.00	14,066.85	608,283.95	

CY 14

01/07/2014 15:40
mdowneyBarnstable County
YEAR-TO-DATE BUDGET REPORTPG 1
glytdbud

FOR 2014 07

ACCOUNTS FOR: 8074	CAPE LIGHT COMPACT OPERTG FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
8074 5100	CLC OPERTG FD-SALARIES	0.00	182,219.00	127,071.90	6,872.74	0.00	55,147.10	69.7%*
8074 5213	CLC OPERTG FD-TELEPHONES	0.00	1,200.00	0.00	0.00	0.00	1,200.00	.0%
8074 5233	CLC OPERTG FD-AUDIT/ACCTG SVCS	0.00	130,000.00	78,568.75	0.00	0.00	51,431.25	60.4%*
8074 5235	CLC OPERTG FD-LEGAL SERVICES	0.00	383,105.00	112,799.90	0.00	0.00	270,305.10	29.4%
8074 5239	CLC OPERTG FD-CONTRACTUAL	0.00	42,000.00	19,815.75	0.00	10,000.00	12,184.25	71.0%*
8074 5281	CLC OPERTG FD-OUTSTATE TRAVEL	0.00	3,630.68	3,586.99	0.00	0.00	43.69	98.8%*
8074 5282	CLC OPERTG FD-IN STATE TRAVEL	0.00	12,369.32	5,109.32	0.00	0.00	7,260.00	41.3%
8074 5291	CLC OPERTG FD-ADVERTISING	0.00	14,000.00	4,331.34	0.00	8,967.91	700.75	95.0%*
8074 5294	CLC OPERTG FD-FREIGHT/SHIPPG	0.00	250.00	0.00	0.00	0.00	250.00	.0%
8074 5295	CLC OPERTG FD-PRINTG/COPYG	0.00	5,000.00	572.39	0.00	0.00	4,427.61	11.4%
8074 5361	CLC OPERTG FD-POSTAGE	0.00	11,000.00	2,559.54	0.00	3,802.92	4,637.54	57.8%
8074 5421	CLC OPERTG FD-ASSOC DUES	0.00	14,000.00	11,000.00	0.00	0.00	3,000.00	78.6%*
8074 5429	CLC OPERTG FD-SUBSCRIPTIONS	0.00	1,500.00	0.00	0.00	0.00	1,500.00	.0%
8074 5463	CLC OPERTG FD-EQUIP RENTAL	0.00	5,000.00	0.00	0.00	0.00	5,000.00	.0%
8074 5490	CLC OPERTG FD-GRANTS TO CVEC	0.00	402,745.00	402,745.00	0.00	0.00	0.00	100.0%*
8074 5981	CLC OPERTG FD-RETIREMENT	0.00	28,000.00	17,521.81	0.00	0.00	10,478.19	62.6%*
8074 5983	CLC OPERTG FD-GRP INSUR	0.00	17,000.00	10,954.73	875.29	0.00	6,045.27	64.4%*
8074 5984	CLC OPERTG FD-MEDICARE	0.00	1,764.00	1,773.65	94.32	0.00	-9.65	100.5%*
TOTAL CAPE LIGHT COMPACT OPERTG F		0.00	1,254,783.00	798,411.07	7,842.35	22,770.83	433,601.10	65.4%
TOTAL EXPENSES		0.00	1,254,783.00	798,411.07	7,842.35	22,770.83	433,601.10	

CY 14

2013 Budgeted (Based on Three-year Plan)

Program	PA Costs					
	PPA	Marketing	Incentives	STAT	EMV	Total PA Costs
Residential (total)	\$617,788	\$583,373	\$8,588,576	\$1,743,282	\$487,862	\$12,960,849
1. Residential Whole House	\$ 414,759	\$ 176,489	\$ 7,742,857	\$ 856,992	\$ 366,458	\$ 9,557,333
Residential New Construction	\$ 20,702	\$ 15,012	\$ 329,250	\$ 137,852	\$ 7,011	\$ 509,828
Residential Multi-Family Retrofit	\$ 20,486	\$ 12,662	\$ 288,414	\$ 38,655	\$ 16,243	\$ 376,461
Residential Home Energy Services	\$ 373,570	\$ 148,805	\$ 7,102,993	\$ 680,485	\$ 343,203	\$ 8,649,056
Residential Behavior/Feedback	\$ -	\$ -	\$ 22,000	\$ -	\$ -	\$ 22,000
2. Residential Products	\$ 108,484	\$ 159,718	\$ 1,780,919	\$ 497,270	\$ 79,806	\$ 2,626,178
Residential Cooling & Heating Equipment	\$ 30,261	\$ 20,424	\$ 493,175	\$ 89,556	\$ 10,558	\$ 643,974
Residential Lighting	\$ 58,883	\$ 109,794	\$ 1,001,994	\$ 272,120	\$ 55,887	\$ 1,498,678
Residential Consumer Products	\$ 19,320	\$ 29,500	\$ 285,750	\$ 135,584	\$ 13,362	\$ 483,526
3. Residential Hard-to-Measure	\$ 94,663	\$ 247,185	\$ 65,000	\$ 369,000	\$ 11,389	\$ 807,137
Residential Statewide Marketing	\$ -	\$ 122,185	\$ -	\$ -	\$ -	\$ 122,185
Residential DOER Assessment	\$ 89,134	\$ -	\$ -	\$ -	\$ 11,389	\$ 100,523
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 5,429	\$ -	\$ -	\$ -	\$ -	\$ 5,429
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 300,000	\$ -	\$ 300,000
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 65,000	\$ -	\$ -	\$ 65,000
Residential Education	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Low-Income (total)	\$190,742	\$69,542	\$2,333,589	\$596,709	\$116,838	\$3,306,419
4. Low-Income Whole House	\$ 133,685	\$ 24,880	\$ 2,333,589	\$ 596,709	\$ 113,868	\$ 3,202,701
Low-Income New Construction	\$ 2,061	\$ 229	\$ 40,000	\$ 1,877	\$ 5,920	\$ 50,087
Low-Income Single Family Retrofit	\$ 110,814	\$ 22,337	\$ 1,844,480	\$ 575,910	\$ 93,323	\$ 2,646,865
Low-Income Multi-Family Retrofit	\$ 20,780	\$ 2,313	\$ 449,109	\$ 18,922	\$ 14,625	\$ 505,750
5. Low-Income Hard-to-Measure	\$ 57,087	\$ 43,662	\$ -	\$ -	\$ 2,970	\$ 103,718
Low-Income Statewide Marketing	\$ -	\$ 20,364	\$ -	\$ -	\$ -	\$ 20,364
Low-Income DOER Assessment	\$ 18,258	\$ -	\$ -	\$ -	\$ 2,970	\$ 21,228
Low-Income Energy Affordability Network	\$ 38,829	\$ 23,297	\$ -	\$ -	\$ -	\$ 62,126
Commercial & Industrial (total)	\$486,742	\$110,609	\$11,090,318	\$1,428,476	\$477,782	\$13,591,892
6. C&I New Construction	\$ 89,348	\$ 9,947	\$ 1,702,588	\$ 281,028	\$ 143,037	\$ 2,225,948
C&I New Construction	\$ 89,348	\$ 9,947	\$ 1,702,588	\$ 281,028	\$ 143,037	\$ 2,225,948
7. C&I Retrofit	\$ 342,285	\$ 38,107	\$ 9,387,730	\$ 1,145,447	\$ 325,135	\$ 11,238,704
C&I Retrofit	\$ 159,738	\$ 17,784	\$ 6,186,769	\$ 869,118	\$ 183,270	\$ 7,206,688
C&I Direct Install	\$ 182,547	\$ 20,323	\$ 3,200,972	\$ 486,329	\$ 141,865	\$ 4,032,036
8. C&I Hard-to-Measure	\$ 58,109	\$ 62,450	\$ -	\$ -	\$ 9,591	\$ 127,150
C&I Statewide Marketing	\$ -	\$ 62,450	\$ -	\$ -	\$ -	\$ 62,450
C&I DOER Assessment	\$ 50,537	\$ -	\$ -	\$ -	\$ 9,591	\$ 60,128
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 4,571	\$ -	\$ -	\$ -	\$ -	\$ 4,571
GRAND TOTAL	\$1,295,269	\$762,419	\$23,012,483	\$3,768,447	\$1,082,262	\$29,886,870

Source:

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

CY 14

2013 Actuals (January Through December)

Program	PA Costs					
	PPA	Marketing	Incentives	STAT	EMV	Total PA Costs
Residential (total)	\$442,219	\$406,965	\$10,460,426	\$1,349,536	\$219,371	\$12,668,518
1. Residential Whole House	\$ 289,896	\$ 136,811	\$ 9,140,559	\$ 484,534	\$ 147,835	\$ 10,179,334
Residential New Construction	\$ 13,828	\$ 11,407	\$ 115,740	\$ 51,059	\$ 9,118	\$ 201,150
Residential Multi-Family Retrofit	\$ 13,682	\$ 5,129	\$ 109,212	\$ 28,912	\$ 6,937	\$ 161,873
Residential Home Energy Services	\$ 242,387	\$ 119,974	\$ 8,915,607	\$ 408,563	\$ 131,779	\$ 9,816,311
Residential Behavior/Feedback	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2. Residential Products	\$ 72,441	\$ 75,116	\$ 1,307,486	\$ 260,522	\$ 71,139	\$ 1,786,704
Residential Cooling & Heating Equipment	\$ 20,211	\$ 7,579	\$ 749,728	\$ 54,697	\$ 12,460	\$ 844,673
Residential Lighting	\$ 39,327	\$ 52,503	\$ 435,453	\$ 130,713	\$ 36,201	\$ 694,196
Residential Consumer Products	\$ 12,904	\$ 15,035	\$ 122,305	\$ 75,112	\$ 22,478	\$ 247,834
3. Residential Hard-to-Measure	\$ 98,883	\$ 195,338	\$ 2,381	\$ 604,480	\$ 398	\$ 902,480
Residential Statewide Marketing	\$ -	\$ 95,115	\$ -	\$ -	\$ -	\$ 95,115
Residential DOER Assessment	\$ 80,344	\$ -	\$ -	\$ -	\$ 398	\$ 80,742
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 19,539	\$ -	\$ -	\$ -	\$ -	\$ 19,539
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 599,581	\$ -	\$ 599,581
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 4,900	\$ -	\$ 4,900
Residential R&D and Demonstration	\$ -	\$ -	\$ 2,381	\$ -	\$ -	\$ 2,381
Residential Education	\$ -	\$ 100,223	\$ -	\$ -	\$ -	\$ 100,223
Low-Income (total)	\$125,068	\$39,325	\$1,320,757	\$278,269	\$56,485	\$1,819,882
4. Low-Income Whole House	\$ 89,285	\$ 11,979	\$ 1,320,757	\$ 278,269	\$ 56,381	\$ 1,757,630
Low-Income New Construction	\$ 1,376	\$ 122	\$ 44,850	\$ 1,587	\$ 1,231	\$ 49,166
Low-Income Single Family Retrofit	\$ 74,010	\$ 10,628	\$ 1,092,454	\$ 261,256	\$ 51,290	\$ 1,489,639
Low-Income Multi-Family Retrofit	\$ 13,878	\$ 1,228	\$ 183,453	\$ 16,425	\$ 3,840	\$ 218,825
5. Low-Income Hard-to-Measure	\$ 35,801	\$ 26,347	\$ -	\$ -	\$ 104	\$ 62,252
Low-Income Statewide Marketing	\$ -	\$ 16,918	\$ -	\$ -	\$ -	\$ 16,918
Low-Income DOER Assessment	\$ 20,086	\$ -	\$ -	\$ -	\$ 104	\$ 20,190
Low-Income Energy Affordability Network	\$ 15,715	\$ 9,429	\$ -	\$ -	\$ -	\$ 25,145
Commercial & Industrial (total)	\$388,083	\$83,156	\$4,123,788	\$663,984	\$194,284	\$5,363,272
6. C&I New Construction	\$ 59,673	\$ 5,282	\$ 1,148,954	\$ 202,828	\$ 68,876	\$ 1,483,614
C&I New Construction	\$ 59,673	\$ 5,282	\$ 1,148,954	\$ 202,828	\$ 68,876	\$ 1,483,614
7. C&I Retrofit	\$ 228,604	\$ 20,281	\$ 2,974,811	\$ 361,155	\$ 127,073	\$ 3,711,925
C&I Retrofit	\$ 106,685	\$ 9,444	\$ 690,574	\$ 189,227	\$ 87,549	\$ 1,083,480
C&I Direct Install	\$ 121,919	\$ 10,837	\$ 2,284,237	\$ 171,928	\$ 39,524	\$ 2,628,445
8. C&I Hard-to-Measure	\$ 99,806	\$ 57,593	\$ -	\$ -	\$ 334	\$ 157,733
C&I Statewide Marketing	\$ -	\$ 57,593	\$ -	\$ -	\$ -	\$ 57,593
C&I DOER Assessment	\$ 82,170	\$ -	\$ -	\$ -	\$ 334	\$ 82,504
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 17,636	\$ -	\$ -	\$ -	\$ -	\$ 17,636
GRAND TOTAL	\$955,369	\$528,446	\$15,884,946	\$2,192,789	\$470,129	\$20,041,673

CY 14

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YEAR-TO-DATE BUDGET REPORTPG 1
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FOR 2014 09

ACCOUNTS FOR: 8074	CAPE LIGHT COMPACT OPERTG FUND						
ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED	
8074 5100	CLC OPERTG FD-SALARIES						
0.00	182,219.00	154,143.80	0.00	0.00	28,075.20	84.6%*	
8074 5213	CLC OPERTG FD-TELEPHONES						
0.00	1,200.00	0.00	0.00	0.00	1,200.00	.0%	
8074 5233	CLC OPERTG FD-AUDIT/ACCTG SVCS						
0.00	130,000.00	78,568.75	0.00	0.00	51,431.25	60.4%	
8074 5235	CLC OPERTG FD-LEGAL SERVICES						
0.00	358,105.00	156,762.30	0.00	0.00	201,342.70	43.8%	
8074 5239	CLC OPERTG FD-CONTRACTUAL						
0.00	67,000.00	39,928.65	7,114.13	0.00	27,071.35	59.6%	
8074 5281	CLC OPERTG FD-OUTSTATE TRAVEL						
0.00	3,630.68	3,586.99	0.00	0.00	43.69	98.8%*	
8074 5282	CLC OPERTG FD-IN STATE TRAVEL						
0.00	12,369.32	5,109.32	0.00	0.00	7,260.00	41.3%	
8074 5291	CLC OPERTG FD-ADVERTISING						
0.00	15,000.00	9,484.25	0.00	5,357.07	158.68	98.9%*	
8074 5294	CLC OPERTG FD-FREIGHT/SHIPPG						
0.00	250.00	0.00	0.00	0.00	250.00	.0%	
8074 5295	CLC OPERTG FD-PRINTG/COPYG						
0.00	5,000.00	852.59	0.00	426.98	3,720.43	25.6%	
8074 5361	CLC OPERTG FD-POSTAGE						
0.00	11,000.00	4,168.31	0.00	5,190.12	1,641.57	85.1%*	
8074 5421	CLC OPERTG FD-ASSOC DUES						
0.00	14,000.00	14,000.00	0.00	0.00	0.00	100.0%*	
8074 5429	CLC OPERTG FD-SUBSCRIPTIONS						
0.00	500.00	0.00	0.00	0.00	500.00	.0%	
8074 5463	CLC OPERTG FD-EQUIP RENTAL						
0.00	3,000.00	0.00	0.00	0.00	3,000.00	.0%	
8074 5490	CLC OPERTG FD-GRANTS TO CVEC						
0.00	402,745.00	402,745.00	0.00	0.00	0.00	100.0%*	
8074 5559	CLC OPERTG FD-COMPUTER EQUIP						
0.00	2,000.00	0.00	0.00	1,624.51	375.49	81.2%*	
8074 5981	CLC OPERTG FD-RETIREMENT						
0.00	26,000.00	17,521.81	0.00	0.00	8,478.19	67.4%	
8074 5983	CLC OPERTG FD-GRP INSUR						
0.00	17,000.00	12,943.23	0.00	0.00	4,056.77	76.1%*	
8074 5984	CLC OPERTG FD-MEDICARE						
0.00	3,764.00	2,151.58	0.00	0.00	1,612.42	57.2%	
TOTAL CAPE LIGHT COMPACT OPERTG F							
0.00	1,254,783.00	901,966.58	7,114.13	12,598.68	340,217.74	72.9%	
TOTAL EXPENSES							
0.00	1,254,783.00	901,966.58	7,114.13	12,598.68	340,217.74		

2013 Budgeted (Based on Three-year Plan)[illegible]

Source
G:\13-001 Compact History\2012\03-2015 EEP\2012\1102 & 12-20 DPU 12-107 Proceeding\2013.02.21 Compliance Filing\DPUs 12-107_C.C_Enh. 4
COMPLIANCE_2013-2015 08-60 Tables_Expanded_2013.02.18.xlsx

2013 Actuals (January through December FINAL)

Program	PA1	PA2	PA3	PA4	PA5	PA6	PA7	PA8	PA9	PA10	PA11	PA12	PA13	PA14	PA15	PA16	PA17	PA18	PA19	PA20	PA21	PA22	PA23	PA24	PA25	PA26	PA27	PA28	PA29	PA30	PA31	PA32	PA33	PA34	PA35	PA36	PA37	PA38	PA39	PA40	PA41	PA42	PA43	PA44	PA45	PA46	PA47	PA48	PA49	PA50	PA51	PA52	PA53	PA54	PA55	PA56	PA57	PA58	PA59	PA60	PA61	PA62	PA63	PA64	PA65	PA66	PA67	PA68	PA69	PA70	PA71	PA72	PA73	PA74	PA75	PA76	PA77	PA78	PA79	PA80	PA81	PA82	PA83	PA84	PA85	PA86	PA87	PA88	PA89	PA90	PA91	PA92	PA93	PA94	PA95	PA96	PA97	PA98	PA99	PA100	PA101	PA102	PA103	PA104	PA105	PA106	PA107	PA108	PA109	PA110	PA111	PA112	PA113	PA114	PA115	PA116	PA117	PA118	PA119	PA120	PA121	PA122	PA123	PA124	PA125	PA126	PA127	PA128	PA129	PA130	PA131	PA132	PA133	PA134	PA135	PA136	PA137	PA138	PA139	PA140	PA141	PA142	PA143	PA144	PA145	PA146	PA147	PA148	PA149	PA150	PA151	PA152	PA153	PA154	PA155	PA156	PA157	PA158	PA159	PA160	PA161	PA162	PA163	PA164	PA165	PA166	PA167	PA168	PA169	PA170	PA171	PA172	PA173	PA174	PA175	PA176	PA177	PA178	PA179	PA180	PA181	PA182	PA183	PA184	PA185	PA186	PA187	PA188	PA189	PA190	PA191	PA192	PA193	PA194	PA195	PA196	PA197	PA198	PA199	PA200	PA201	PA202	PA203	PA204	PA205	PA206	PA207	PA208	PA209	PA210	PA211	PA212	PA213	PA214	PA215	PA216	PA217	PA218	PA219	PA220	PA221	PA222	PA223	PA224	PA225	PA226	PA227	PA228	PA229	PA230	PA231	PA232	PA233	PA234	PA235	PA236	PA237	PA238	PA239	PA240	PA241	PA242	PA243	PA244	PA245	PA246	PA247	PA248	PA249	PA250	PA251	PA252	PA253	PA254	PA255	PA256	PA257	PA258	PA259	PA260	PA261	PA262	PA263	PA264	PA265	PA266	PA267	PA268	PA269	PA270	PA271	PA272	PA273	PA274	PA275	PA276	PA277	PA278	PA279	PA280	PA281	PA282	PA283	PA284	PA285	PA286	PA287	PA288	PA289	PA290	PA291	PA292	PA293	PA294	PA295	PA296	PA297	PA298	PA299	PA300	PA301	PA302	PA303	PA304	PA305	PA306	PA307	PA308	PA309	PA310	PA311	PA312	PA313	PA314	PA315	PA316	PA317	PA318	PA319	PA320	PA321	PA322	PA323	PA324	PA325	PA326	PA327	PA328	PA329	PA330	PA331	PA332	PA333	PA334	PA335	PA336	PA337	PA338	PA339	PA340	PA341	PA342	PA343	PA344	PA345	PA346	PA347	PA348	PA349	PA350	PA351	PA352	PA353	PA354	PA355	PA356	PA357	PA358	PA359	PA360	PA361	PA362	PA363	PA364	PA365	PA366	PA367	PA368	PA369	PA370	PA371	PA372	PA373	PA374	PA375	PA376	PA377	PA378	PA379	PA380	PA381	PA382	PA383	PA384	PA385	PA386	PA387	PA388	PA389	PA390	PA391	PA392	PA393	PA394	PA395	PA396	PA397	PA398	PA399	PA400	PA401	PA402	PA403	PA404	PA405	PA406	PA407	PA408	PA409	PA410	PA411	PA412	PA413	PA414	PA415	PA416	PA417	PA418	PA419	PA420	PA421	PA422	PA423	PA424	PA425	PA426	PA427	PA428	PA429	PA430	PA431	PA432	PA433	PA434	PA435	PA436	PA437	PA438	PA439	PA440	PA441	PA442	PA443	PA444	PA445	PA446	PA447	PA448	PA449	PA450	PA451	PA452	PA453	PA454	PA455	PA456	PA457	PA458	PA459	PA460	PA461	PA462	PA463	PA464	PA465	PA466	PA467	PA468	PA469	PA470	PA471	PA472	PA473	PA474	PA475	PA476	PA477	PA478	PA479	PA480	PA481	PA482	PA483	PA484	PA485	PA486	PA487	PA488	PA489	PA490	PA491	PA492	PA493	PA494	PA495	PA496	PA497	PA498	PA499	PA500	PA501	PA502	PA503	PA504	PA505	PA506	PA507	PA508	PA509	PA510	PA511	PA512	PA513	PA514	PA515	PA516	PA517	PA518	PA519	PA520	PA521	PA522	PA523	PA524	PA525	PA526	PA527	PA528	PA529	PA530	PA531	PA532	PA533	PA534	PA535	PA536	PA537	PA538	PA539	PA540	PA541	PA542	PA543	PA544	PA545	PA546	PA547	PA548	PA549	PA550	PA551	PA552	PA553	PA554	PA555	PA556	PA557	PA558	PA559	PA560	PA561	PA562	PA563	PA564	PA565	PA566	PA567	PA568	PA569	PA570	PA571	PA572	PA573	PA574	PA575	PA576	PA577	PA578	PA579	PA580	PA581	PA582	PA583	PA584	PA585	PA586	PA587	PA588	PA589	PA590	PA591	PA592	PA593	PA594	PA595	PA596	PA597	PA598	PA599	PA600	PA601	PA602	PA603	PA604	PA605	PA606	PA607	PA608	PA609	PA610	PA611	PA612	PA613	PA614	PA615	PA616	PA617	PA618	PA619	PA620	PA621	PA622	PA623	PA624	PA625	PA626	PA627	PA628	PA629	PA630	PA631	PA632	PA633	PA634	PA635	PA636	PA637	PA638	PA639	PA640	PA641	PA642	PA643	PA644	PA645	PA646	PA647	PA648	PA649	PA650	PA651	PA652	PA653	PA654	PA655	PA656	PA657	PA658	PA659	PA660	PA661	PA662	PA663	PA664	PA665	PA666	PA667	PA668	PA669	PA670	PA671	PA672	PA673	PA674	PA675	PA676	PA677	PA678	PA679	PA680	PA681	PA682	PA683	PA684	PA685	PA686	PA687	PA688	PA689	PA690	PA691	PA692	PA693	PA694	PA695	PA696	PA697	PA698	PA699	PA700	PA701	PA702	PA703	PA704	PA705	PA706	PA707	PA708	PA709	PA710	PA711	PA712	PA713	PA714	PA715	PA716	PA717	PA718	PA719	PA720	PA721	PA722	PA723	PA724	PA725	PA726	PA727	PA728	PA729	PA730	PA731	PA732	PA733	PA734	PA735	PA736	PA737	PA738	PA739	PA740	PA741	PA742	PA743	PA744	PA745	PA746	PA747	PA748	PA749	PA750	PA751	PA752	PA753	PA754	PA755	PA756	PA757	PA758	PA759	PA760	PA761	PA762	PA763	PA764	PA765	PA766	PA767	PA768	PA769	PA770	PA771	PA772	PA773	PA774	PA775	PA776	PA777	PA778	PA779	PA780	PA781	PA782	PA783	PA784	PA785	PA786	PA787	PA788	PA789	PA790	PA791	PA792	PA793	PA794	PA795	PA796	PA797	PA798	PA799	PA800	PA801	PA802	PA803	PA804	PA805	PA806	PA807	PA808	PA809	PA810	PA811	PA812	PA813	PA814	PA815	PA816	PA817	PA818	PA819	PA820	PA821	PA822	PA823	PA824	PA825	PA826	PA827	PA828	PA829	PA830	PA831	PA832	PA833	PA834	PA835	PA836	PA837	PA838	PA839	PA840	PA841	PA842	PA843	PA844	PA845	PA846	PA847	PA848	PA849	PA850	PA851	PA852	PA853	PA854	PA855	PA856	PA857	PA858	PA859	PA860	PA861	PA862	PA863	PA864	PA865	PA866	PA867	PA868	PA869	PA870	PA871	PA872	PA873	PA874	PA875	PA876	PA877	PA878	PA879	PA880	PA881	PA882	PA883	PA884	PA885	PA886	PA887	PA888	PA889	PA890	PA891	PA892	PA893	PA894	PA895	PA896	PA897	PA898	PA899	PA900	PA901	PA902	PA903	PA904	PA905	PA906	PA907	PA908	PA909	PA910	PA911	PA912	PA913	PA914	PA915	PA916	PA917	PA918	PA919	PA920	PA921	PA922	PA923	PA924	PA925	PA926	PA927	PA928	PA929	PA930	PA931	PA932	PA933	PA934	PA935	PA936	PA937	PA938	PA939	PA940	PA941	PA942	PA943	PA944	PA945	PA946	PA947	PA948	PA949	PA950	PA951	PA952	PA953	PA954	PA955	PA956	PA957	PA958	PA959	PA960	PA961	PA962	PA963	PA964	PA965	PA966	PA967	PA968	PA969	PA970	PA971	PA972	PA973	PA974	PA975	PA976	PA977	PA978	PA979	PA980	PA981	PA982	PA983	PA984	PA985	PA986	PA987	PA988	PA989	PA990	PA991	PA992	PA993	PA994	PA995	PA996	PA997	PA998	PA999	PA1000
Residential Water	25,224	8,492	1,492	899,621	84,641	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-																																																																																																																																																																																																																																																																																																																																																																																																				

2013 Percent Variance

Program	PA Costs					
	PA	Marketing	Insurance	AV	RM	Total PA Costs
Administrative Costs	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Administrative Staff	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Administrative Staff Training	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Administrative Staff Salary	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Administrative Staff Benefits	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Administrative Staff Housing	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Administrative Staff Food	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Administrative Staff Transportation	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Administrative Staff Entertainment	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Administrative Staff Miscellaneous	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Construction Costs	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Construction Staff	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Construction Staff Training	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Construction Staff Salary	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Construction Staff Benefits	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Construction Staff Housing	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Construction Staff Food	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Construction Staff Transportation	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Construction Staff Entertainment	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Construction Staff Miscellaneous	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Equipment Costs	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Equipment Staff	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Equipment Staff Training	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Equipment Staff Salary	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Equipment Staff Benefits	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Equipment Staff Housing	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Equipment Staff Food	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Equipment Staff Transportation	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Equipment Staff Entertainment	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Equipment Staff Miscellaneous	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Facilities Costs	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Facilities Staff	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Facilities Staff Training	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Facilities Staff Salary	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Facilities Staff Benefits	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Facilities Staff Housing	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Facilities Staff Food	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Facilities Staff Transportation	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Facilities Staff Entertainment	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Facilities Staff Miscellaneous	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Financial Costs	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Financial Staff	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Financial Staff Training	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Financial Staff Salary	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Financial Staff Benefits	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Financial Staff Housing	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Financial Staff Food	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Financial Staff Transportation	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Financial Staff Entertainment	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Financial Staff Miscellaneous	\$5,000	\$5,000	\$10,000	\$5,000	\$25,000	\$50,000
Human Resources Costs	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Human Resources Staff	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Human Resources Staff Training	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Human Resources Staff Salary	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Human Resources Staff Benefits	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Human Resources Staff Housing	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Human Resources Staff Food	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Human Resources Staff Transportation	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Human Resources Staff Entertainment	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000
Human Resources Staff Miscellaneous	\$10,000	\$10,000	\$20,000	\$10,000	\$50,000	\$100,000

CY 14

2014 Budgeted (Based on Three-year Plan)

Program	PPA	Marketing	Incentives	STAY	ENV	Total PA Costs
Residential (Total)	\$113,072	\$288,534	\$18,171,703	\$121,133	\$111,177	\$18,614,699
1. Residential Whole House	\$ 882,108	\$ 207,789	\$ 9,815,497	\$ 850,297	\$ 808,122	\$ 12,763,813
Residential New Construction	\$ 18,758	\$ 14,658	\$ 180,000	\$ 88,146	\$ 17,028	\$ 288,594
Residential Multi-Family Retrofit	\$ 27,928	\$ 31,107	\$ 800,000	\$ 44,821	\$ 84,355	\$ 888,211
Residential Home Energy Services	\$ 685,474	\$ 143,039	\$ 9,048,491	\$ 438,380	\$ 804,741	\$ 11,020,120
Residential Behavior/Feedback	\$ -	\$ 15,000	\$ 117,000	\$ 88,950	\$ -	\$ 220,950
2. Residential Products	\$ 148,078	\$ 129,601	\$ 2,305,927	\$ 438,032	\$ 193,084	\$ 3,114,692
Residential Cooling & Heating Equipment	\$ 57,108	\$ 17,488	\$ 1,040,841	\$ 81,108	\$ 41,010	\$ 1,237,554
Residential Lighting	\$ 89,397	\$ 85,178	\$ 1,083,486	\$ 168,898	\$ 118,874	\$ 1,483,709
Residential Consumer Products	\$ 22,573	\$ 24,936	\$ 211,000	\$ 188,230	\$ 35,880	\$ 480,719
3. Residential Hand-in-Measure	\$ 131,636	\$ 287,188	\$ 88,000	\$ 318,681	\$ 11,389	\$ 744,285
Residential Statewide Marketing	\$ -	\$ 102,138	\$ -	\$ -	\$ -	\$ 102,138
Residential DOE Assessment	\$ 115,523	\$ -	\$ -	\$ -	\$ 11,389	\$ 126,913
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 16,313	\$ -	\$ -	\$ -	\$ -	\$ 16,313
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 214,881	\$ -	\$ 214,881
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 55,000	\$ 15,000	\$ -	\$ 70,000
Residential Education	\$ -	\$ 126,000	\$ -	\$ -	\$ -	\$ 126,000
Low-Income (Total)	\$128,500	\$174,772	\$1,888,343	\$112,239	\$112,580	\$3,316,434
4. Low-Income Whole House	\$ 188,017	\$ 28,188	\$ 1,895,343	\$ 131,848	\$ 170,887	\$ 2,324,283
Low-Income New Construction	\$ 5,065	\$ 884	\$ 145,000	\$ 1,217	\$ 10,780	\$ 162,796
Low-Income Single Family Retrofit	\$ 133,634	\$ 29,310	\$ 1,342,207	\$ 489,489	\$ 135,388	\$ 2,124,009
Low-Income Multi-Family Retrofit	\$ 30,318	\$ 4,154	\$ 809,138	\$ 121,633	\$ 24,843	\$ 980,283
5. Low-Income Hand-in-Measure	\$ 88,878	\$ 46,874	\$ -	\$ -	\$ 2,870	\$ 138,622
Low-Income Statewide Marketing	\$ -	\$ 23,384	\$ -	\$ -	\$ -	\$ 23,384
Low-Income DOE Assessment	\$ 21,228	\$ -	\$ -	\$ -	\$ 2,870	\$ 24,197
Low-Income Energy Affordability Network	\$ 38,750	\$ 23,260	\$ -	\$ -	\$ -	\$ 62,000
Commercial & Industrial (Total)	\$118,518	\$182,115	\$11,284,315	\$1,119,264	\$888,000	\$14,581,202
6. C&I New Construction	\$ 185,611	\$ 27,345	\$ 1,750,000	\$ 377,335	\$ 224,611	\$ 2,564,901
C&I New Construction	\$ 185,611	\$ 27,345	\$ 1,750,000	\$ 377,335	\$ 224,611	\$ 2,564,901
7. C&I Retrofit	\$ 265,075	\$ 36,346	\$ 6,377,235	\$ 782,771	\$ 481,488	\$ 8,923,915
C&I Retrofit	\$ 265,075	\$ 36,346	\$ 6,377,235	\$ 782,771	\$ 481,488	\$ 8,923,915
C&I Direct Install	\$ 204,630	\$ 58,086	\$ 3,367,000	\$ 382,780	\$ 231,334	\$ 4,343,830
8. C&I Hand-in-Measure	\$ 88,808	\$ 62,480	\$ -	\$ -	\$ 5,891	\$ 157,179
C&I Statewide Marketing	\$ -	\$ 62,480	\$ -	\$ -	\$ -	\$ 62,480
C&I DOE Assessment	\$ 80,128	\$ -	\$ -	\$ -	\$ 5,891	\$ 86,019
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 26,571	\$ -	\$ -	\$ -	\$ -	\$ 26,571
GRAND TOTAL	\$359,108	\$653,421	\$31,324,361	\$3,309,952	\$2,101,137	\$47,489,229

2014 Actuals (January Through April)

Program	PPA	Marketing	Incentives	STAY	ENV	Total PA Costs
Residential (Total)	\$122,141	\$178,117	\$18,171,703	\$121,133	\$111,177	\$18,614,699
1. Residential Whole House	\$ 84,205	\$ 45,483	\$ 9,815,497	\$ 850,297	\$ 808,122	\$ 12,763,813
Residential New Construction	\$ 4,826	\$ 3,538	\$ 180,000	\$ 88,146	\$ 17,028	\$ 288,594
Residential Multi-Family Retrofit	\$ 4,778	\$ 1,862	\$ 800,000	\$ 44,821	\$ 84,355	\$ 888,211
Residential Home Energy Services	\$ 84,804	\$ 37,040	\$ 9,048,491	\$ 438,380	\$ 804,741	\$ 11,020,120
Residential Behavior/Feedback	\$ -	\$ 3,500	\$ 117,000	\$ 88,950	\$ -	\$ 220,950
2. Residential Products	\$ 28,288	\$ 38,538	\$ 2,305,927	\$ 438,032	\$ 193,084	\$ 3,114,692
Residential Cooling & Heating Equipment	\$ 7,064	\$ 3,528	\$ 1,040,841	\$ 81,108	\$ 41,010	\$ 1,237,554
Residential Lighting	\$ 13,727	\$ 27,878	\$ 1,083,486	\$ 168,898	\$ 118,874	\$ 1,483,709
Residential Consumer Products	\$ 4,804	\$ 8,897	\$ 211,000	\$ 188,230	\$ 35,880	\$ 480,719
3. Residential Hand-in-Measure	\$ 102,851	\$ 85,120	\$ 88,000	\$ 318,681	\$ 11,389	\$ 744,285
Residential Statewide Marketing	\$ -	\$ 53,458	\$ -	\$ -	\$ -	\$ 53,458
Residential DOE Assessment	\$ 100,059	\$ -	\$ -	\$ -	\$ 11,389	\$ 111,448
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 2,682	\$ -	\$ -	\$ -	\$ -	\$ 2,682
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 210,319	\$ -	\$ 210,319
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 55,000	\$ 15,000	\$ -	\$ 70,000
Residential Education	\$ -	\$ 126,000	\$ -	\$ -	\$ -	\$ 126,000
Low-Income (Total)	\$128,500	\$174,772	\$1,888,343	\$112,239	\$112,580	\$3,316,434
4. Low-Income Whole House	\$ 111,168	\$ 15,368	\$ 1,895,343	\$ 131,848	\$ 170,887	\$ 2,324,283
Low-Income New Construction	\$ 480	\$ 72	\$ 145,000	\$ 1,217	\$ 10,780	\$ 162,796
Low-Income Single Family Retrofit	\$ 25,833	\$ 4,583	\$ 1,342,207	\$ 489,489	\$ 135,388	\$ 2,124,009
Low-Income Multi-Family Retrofit	\$ 4,844	\$ 721	\$ 809,138	\$ 121,633	\$ 24,843	\$ 980,283
5. Low-Income Hand-in-Measure	\$ 17,790	\$ 8,428	\$ -	\$ -	\$ 2,870	\$ 29,088
Low-Income Statewide Marketing	\$ -	\$ 8,428	\$ -	\$ -	\$ -	\$ 8,428
Low-Income DOE Assessment	\$ 17,790	\$ -	\$ -	\$ -	\$ 2,870	\$ 20,660
Low-Income Energy Affordability Network	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commercial & Industrial (Total)	\$118,518	\$182,115	\$11,284,315	\$1,119,264	\$888,000	\$14,581,202
6. C&I New Construction	\$ 20,899	\$ 3,521	\$ 1,750,000	\$ 377,335	\$ 224,611	\$ 2,564,901
C&I New Construction	\$ 20,899	\$ 3,521	\$ 1,750,000	\$ 377,335	\$ 224,611	\$ 2,564,901
7. C&I Retrofit	\$ 79,280	\$ 18,280	\$ 6,377,235	\$ 782,771	\$ 481,488	\$ 8,923,915
C&I Retrofit	\$ 79,280	\$ 18,280	\$ 6,377,235	\$ 782,771	\$ 481,488	\$ 8,923,915
C&I Direct Install	\$ 42,855	\$ 9,897	\$ 3,367,000	\$ 382,780	\$ 231,334	\$ 4,343,830
8. C&I Hand-in-Measure	\$ 80,828	\$ 62,480	\$ -	\$ -	\$ 5,891	\$ 157,179
C&I Statewide Marketing	\$ -	\$ 32,089	\$ -	\$ -	\$ -	\$ 32,089
C&I DOE Assessment	\$ 80,828	\$ -	\$ -	\$ -	\$ 5,891	\$ 86,719
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$359,108	\$653,421	\$31,324,361	\$3,309,952	\$2,101,137	\$47,489,229

Sources:
G:\12-001 Compact Efficiency 2012\2013-2015 EEP\2012\1102 & 12.20 DPU 12-107 Proceeding\2013.02.21 Compliance Filing\2013.02.13.CL_C, Ex. 4
COMPLIANCE_2013-2015 06-60 Tables_Expanded_2013.02.13.xlsx

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FOR 2014 11

ACCOUNTS FOR:		ORIGINAL		REVISED		YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE	
8074	CAPE LIGHT COMPACT OPERING FUND	APPROP	BUDGET	BUDGET					BUDGET	PCT USED
8074 4999	CLC OPERTG PD-TRANSFERS	0	.00	-1,124,783.00	.00	.00	.00	.00	1,124,783.00	100.0%
8074 5100	CLC OPERTG PD-SALARIES	0	182,219.00	188,436.65	6,878.96	.00	.00	.00	-6,217.65	103.4%
8074 5213	CLC OPERTG PD-TELEPHONES	0	1,200.00	.00	.00	.00	.00	.00	1,200.00	.0%
8074 5214	CLC OPERTG PD-INTERNET/I	0	.00	.00	.00	.00	.00	.00	.00	.0%
8074 5233	CLC OPERTG PD-ADDIT/ACCT	0	130,000.00	78,568.75	.00	.00	.00	.00	51,431.25	60.4%
8074 5235	CLC OPERTG PD-LEGAL SERV	0	334,955.00	222,847.48	20,252.60	.00	.00	.00	112,107.52	66.5%
8074 5239	CLC OPERTG PD-CONTACTUA	0	89,755.00	70,110.66	3,619.67	.00	.00	.00	19,644.34	78.1%
8074 5281	CLC OPERTG PD-OUTSTATE T	0	3,630.68	3,586.99	.00	.00	.00	.00	43.69	98.8%
8074 5282	CLC OPERTG PD-IN STATE T	0	12,869.32	5,613.77	297.27	500.00	6,755.55	47.5%	900.99	94.2%
8074 5291	CLC OPERTG PD-ADVERTISIN	0	15,532.69	12,359.49	2,392.60	2,272.21	203.08	18.8%	94.2%	
8074 5294	CLC OPERTG PD-FREIGHT/SH	0	250.00	46.92	46.92	.00	.00	.00	1,870.43	67.2%
8074 5295	CLC OPERTG PD-PRINTG/COP	0	5,696.49	2,073.59	.00	.00	.00	.00	1,793.99	84.4%
8074 5298	CLC OPERTG PD-LED ST LIGHTS	0	150,000.00	.00	.00	.00	.00	.00	100.0%	
8074 5361	CLC OPERTG PD-POSTAGE	0	11,512.02	5,961.80	286.41	3,756.23	.00	.0%	84.4%	
8074 5421	CLC OPERTG PD-ASSOC DUES	0	17,150.00	17,150.00	3,150.00	.00	.00	.0%	100.0%	
8074 5429	CLC OPERTG PD-SUBSCRPTI	0	500.00	.00	.00	.00	.00	.0%	500.00	.0%
8074 5463	CLC OPERTG PD-EQUIP RENT	0	3,000.00	.00	.00	.00	.00	.0%	3,000.00	.0%
8074 5469	CLC OPERTG PD-MISC RENTA	0	.00	.00	.00	.00	.00	.0%	.00	.0%
8074 5490	CLC OPERTG PD-GRANTS TO	0	402,745.00	402,745.00	.00	.00	.00	.0%	.00	100.0%
8074 5559	CLC OPERTG PD-COMPUTER B	0	2,000.00	1,624.51	.00	.00	.00	.0%	375.49	81.2%
8074 5790	CLC OPERTG PD-TRANSFRS	0	.00	.00	.00	.00	.00	.0%	.00	.0%
8074 5981	CLC OPERTG PD-RETIREMENT	0	26,000.00	17,521.81	.00	.00	.00	.0%	8,478.19	67.4%
8074 5983	CLC OPERTG PD-GRP INSUR	0	17,000.00	17,314.35	875.31	.00	.00	.0%	-314.35	101.8%
8074 5984	CLC OPERTG PD-MEDICARE	0	3,764.00	2,622.17	94.41	.00	.00	.0%	1,141.83	69.7%
TOTAL CAPE LIGHT COMPACT OPER		0	1,409,779.20	-76,199.06	37,894.15	8,280.91	1,477,697.35	-4.8%		
TOTAL REVENUES		0	.00	-1,124,783.00	.00	.00	1,124,783.00			
TOTAL EXPENSES		0	1,409,779.20	1,048,583.94	37,894.15	8,280.91	352,914.35			
PRIOR FUND BALANCE					20,441.52					
CHANGE IN FUND BALANCE					76,199.06					
CURRENT FUND BALANCE					96,640.58					

CY 14

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

<u>Item</u>	<u>FY 14</u>	<u>Proposed FY15</u>	
Salaries	\$ 182,219.00	\$ 235,000.00	Stephan 100%, Maggie 100% Karen 25%, Lindsay 25%
Auditor	\$ 130,000.00	\$ 40,000.00	
Legal	\$ 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		\$ 24,000.00	
Travel Out-of-state		\$ 6,000.00	
Travel In-state	\$ 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 (formerly Association Dues)	\$ 11,000.00	\$ 18,000.00	Roundtable, Living Local, NECA, PTI, Rotary Show (1/2 events)
Subscriptions	\$ 1,500.00	\$ 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	\$ 150,000.00	\$ 150,000.00	
Subtotal CLC Operating Budget	\$ 1,002,038.00	\$ 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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| Barnstable County
| YEAR-TO-DATE BUDGET REPORT

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FOR 2014 12

COUNTS FOR:

74	CAPE LIGHT COMPACT OPERING FUND	ORIGINAL APPROP	REVISED BUDGET	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
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14 4999	CLC OPERTG PD-TRANSFERS	0	.00	-1,124,783.00	.00	.00	1,124,783.00	100.0%
14 5100	CLC OPERTG PD-SALARIES	0	182,215.00	202,124.50	6,833.82	.00	-19,905.50	110.9%*
14 5213	CLC OPERTG PD-TELEPHONES	0	1,200.00	.00	.00	.00	1,200.00	.0%
14 5214	CLC OPERTG PD-INTERNET/I	0	.00	.00	.00	.00	.00	.0%
14 5233	CLC OPERTG PD-AUDIT/ACCT	0	130,000.00	84,338.75	5,770.00	.00	45,661.25	64.9%
14 5235	CLC OPERTG PD-LEGAL SERV	0	304,955.00	222,847.48	.00	.00	82,107.52	73.1%
14 5239	CLC OPERTG PD-CONTRACTUA	0	119,755.00	88,720.66	18,610.00	.00	<u>31,034.34</u>	74.1%
14 5281	CLC OPERTG PD-OUTSTATE T	0	3,630.68	3,586.99	.00	.00	43.69	98.8%
14 5282	CLC OPERTG PD-IN STATE T	0	12,369.32	5,828.09	214.32	.00	6,541.23	47.1%
14 5291	CLC OPERTG PD-ADVERTISIN	0	15,482.64	14,581.63	2,222.14	.00	901.01	94.2%
14 5294	CLC OPERTG PD-FREIGHT/SH	0	250.00	46.92	.00	.00	203.08	18.8%
14 5295	CLC OPERTG PD-PRINTG/COP	0	5,448.07	2,535.35	461.76	1,042.29	1,870.43	65.7%
14 5298	CLC OPERTG-LED ST LIGHTS	0	150,000.00	.00	.00	.00	150,000.00	.0%
14 5361	CLC OPERTG PD-POSTAGE	0	11,000.00	6,482.96	521.16	935.88	3,581.16	67.4%
14 5421	CLC OPERTG PD-ASSOC DUES	0	17,150.00	17,150.00	.00	.00	.00	100.0%
14 5429	CLC OPERTG PD-SUBSCRIPTI	0	500.00	.00	.00	.00	500.00	.0%
14 5463	CLC OPERTG PD-EQUIP RENT	0	3,000.00	.00	.00	.00	3,000.00	.0%
14 5469	CLC OPERTG PD-MISC RENTA	0	.00	.00	.00	.00	.00	.0%
14 5490	CLC OPERTG PD-GRANTS TO	0	402,745.00	402,745.00	.00	.00	.00	100.0%
14 5559	CLC OPERTG PD-COMPUTER E	0	2,000.00	1,624.51	.00	.00	375.49	81.2%
14 5790	CLC OPERTG PD-TRANSFRS	0	.00	.00	.00	.00	.00	.0%
14 5981	CLC OPERTG PD-RETIREMENT	0	26,000.00	17,521.81	.00	.00	8,478.19	67.4%
14 5983	CLC OPERTG PD-GRP INSUR	0	17,000.00	19,082.09	892.48	.00	-2,082.09	112.2%*
14 5984	CLC OPERTG PD-MEDICARE	0	3,764.00	2,809.89	93.67	.00	954.11	74.7%

TOTAL CAPE LIGHT COMPACT OPER	0	1,408,468.71	-32,756.37	35,619.35	1,978.17	1,439,246.91	-2.2%
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TOTAL REVENUES	0	.00	-1,124,783.00	.00	.00	1,124,783.00	
TOTAL EXPENSES	0	1,408,468.71	1,092,026.63	35,619.35	1,978.17	314,463.91	

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

CY 14

ATTACHMENT B

2014 Budgeted (Based on Three-year Plan)

Program	PA Costs					Total PA Costs
	PPA	Marketing	Incentives	STAT	EMV	
Residential (Total)	\$11,171,777	\$11,171,777	\$11,171,777	\$11,171,777	\$11,171,777	\$11,171,777
1. Residential Whole House	\$ 852,159	\$ 283,763	\$ 1,119,291	\$ 681,597	\$ 353,159	\$ 3,300,009
Residential New Construction	\$ 18,750	\$ 14,651	\$ 150,000	\$ 8,144	\$ 17,025	\$ 288,570
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	\$ 148,578	\$ 127,851	\$ 2,365,307	\$ 438,532	\$ 18,384	\$ 3,110,652
Residential Cooling & Heating Equipment	\$ 57,108	\$ 17,488	\$ 1,040,841	\$ 81,108	\$ 41,010	\$ 1,237,554
Residential Lighting	\$ 69,397	\$ 85,178	\$ 1,053,486	\$ 158,968	\$ 116,674	\$ 1,483,703
Residential Consumer Products	\$ 22,573	\$ 24,936	\$ 211,000	\$ 198,230	\$ 35,980	\$ 490,719
3. Residential Hard-to-Measure	\$ 131,896	\$ 237,139	\$ 85,000	\$ 318,891	\$ 11,389	\$ 744,265
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	\$ -	\$ -	\$ -	\$ 214,891	\$ -	\$ 214,891
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 55,000	\$ 15,000	\$ -	\$ 70,000
Residential Education	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Low-Income (Total)	\$338,854	\$74,772	\$1,888,343	\$912,240	\$174,855	\$3,388,265
4. Low-Income Whole House	\$ 169,017	\$ 28,184	\$ 1,158,124	\$ 612,240	\$ 170,891	\$ 2,677,457
Low-Income New Construction	\$ 5,085	\$ 694	\$ 145,000	\$ 1,217	\$ 10,780	\$ 162,796
Low-Income Single Family Retrofit	\$ 133,634	\$ 23,310	\$ 1,342,207	\$ 489,488	\$ 135,358	\$ 2,124,009
Low-Income Multi-Family Retrofit	\$ 30,318	\$ 4,154	\$ 509,135	\$ 121,633	\$ 24,843	\$ 690,283
5. Low-Income Hard-to-Measure	\$ 69,678	\$ 46,814	\$ -	\$ -	\$ 2,970	\$ 118,462
Low-Income Statewide Marketing	\$ -	\$ 23,364	\$ -	\$ -	\$ -	\$ 23,364
Low-Income DOER Assessment	\$ 21,228	\$ -	\$ -	\$ -	\$ 2,970	\$ 24,197
Low-Income Energy Affordability Network	\$ 38,750	\$ 23,260	\$ -	\$ -	\$ -	\$ 62,000
Commercial & Industrial (Total)	\$10,911,111	\$10,911,111	\$10,911,111	\$10,911,111	\$10,911,111	\$10,911,111
6. C&I New Construction	\$ 199,911	\$ 27,540	\$ 1,750,000	\$ 377,335	\$ 254,023	\$ 2,608,810
C&I New Construction	\$ 199,911	\$ 27,540	\$ 1,750,000	\$ 377,335	\$ 254,023	\$ 2,608,810
7. C&I Retrofit	\$ 682,708	\$ 92,444	\$ 11,744,288	\$ 782,271	\$ 481,480	\$ 13,883,181
C&I Retrofit	\$ 258,075	\$ 36,348	\$ 8,577,238	\$ 575,451	\$ 220,154	\$ 9,771,306
C&I Direct Install	\$ 304,630	\$ 56,096	\$ 3,367,050	\$ 382,780	\$ 231,334	\$ 4,341,843
8. C&I Hard-to-Measure	\$ 60,599	\$ 62,450	\$ -	\$ -	\$ -	\$ 123,049
C&I Statewide Marketing	\$ -	\$ 62,450	\$ -	\$ -	\$ -	\$ 62,450
C&I DOER Assessment	\$ 60,128	\$ -	\$ -	\$ -	\$ 8,591	\$ 68,719
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 26,571	\$ -	\$ -	\$ -	\$ -	\$ 26,571
GRAND TOTAL	\$11,310,888	\$11,310,888	\$11,310,888	\$11,310,888	\$11,310,888	\$11,310,888

2014 Actuals (January Through May)

Program	PA Costs					Total PA Costs
	PPA	Marketing	Incentives	STAT	EMV	
Residential (Total)	\$11,171,777	\$11,171,777	\$11,171,777	\$11,171,777	\$11,171,777	\$11,171,777
1. Residential Whole House	\$ 852,159	\$ 283,763	\$ 1,119,291	\$ 681,597	\$ 353,159	\$ 3,300,009
Residential New Construction	\$ 18,750	\$ 14,651	\$ 150,000	\$ 8,144	\$ 17,025	\$ 288,570
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	\$ 148,578	\$ 127,851	\$ 2,365,307	\$ 438,532	\$ 18,384	\$ 3,110,652
Residential Cooling & Heating Equipment	\$ 57,108	\$ 17,488	\$ 1,040,841	\$ 81,108	\$ 41,010	\$ 1,237,554
Residential Lighting	\$ 69,397	\$ 85,178	\$ 1,053,486	\$ 158,968	\$ 116,674	\$ 1,483,703
Residential Consumer Products	\$ 22,573	\$ 24,936	\$ 211,000	\$ 198,230	\$ 35,980	\$ 490,719
3. Residential Hard-to-Measure	\$ 131,896	\$ 237,139	\$ 85,000	\$ 318,891	\$ 11,389	\$ 744,265
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	\$ -	\$ -	\$ -	\$ 214,891	\$ -	\$ 214,891
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 55,000	\$ 15,000	\$ -	\$ 70,000
Residential Education	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Low-Income (Total)	\$338,854	\$74,772	\$1,888,343	\$912,240	\$174,855	\$3,388,265
4. Low-Income Whole House	\$ 169,017	\$ 28,184	\$ 1,158,124	\$ 612,240	\$ 170,891	\$ 2,677,457
Low-Income New Construction	\$ 5,085	\$ 694	\$ 145,000	\$ 1,217	\$ 10,780	\$ 162,796
Low-Income Single Family Retrofit	\$ 133,634	\$ 23,310	\$ 1,342,207	\$ 489,488	\$ 135,358	\$ 2,124,009
Low-Income Multi-Family Retrofit	\$ 30,318	\$ 4,154	\$ 509,135	\$ 121,633	\$ 24,843	\$ 690,283
5. Low-Income Hard-to-Measure	\$ 69,678	\$ 46,814	\$ -	\$ -	\$ 2,970	\$ 118,462
Low-Income Statewide Marketing	\$ -	\$ 23,364	\$ -	\$ -	\$ -	\$ 23,364
Low-Income DOER Assessment	\$ 21,228	\$ -	\$ -	\$ -	\$ 2,970	\$ 24,197
Low-Income Energy Affordability Network	\$ 38,750	\$ 23,260	\$ -	\$ -	\$ -	\$ 62,000
Commercial & Industrial (Total)	\$10,911,111	\$10,911,111	\$10,911,111	\$10,911,111	\$10,911,111	\$10,911,111
6. C&I New Construction	\$ 199,911	\$ 27,540	\$ 1,750,000	\$ 377,335	\$ 254,023	\$ 2,608,810
C&I New Construction	\$ 199,911	\$ 27,540	\$ 1,750,000	\$ 377,335	\$ 254,023	\$ 2,608,810
7. C&I Retrofit	\$ 682,708	\$ 92,444	\$ 11,744,288	\$ 782,271	\$ 481,480	\$ 13,883,181
C&I Retrofit	\$ 258,075	\$ 36,348	\$ 8,577,238	\$ 575,451	\$ 220,154	\$ 9,771,306
C&I Direct Install	\$ 304,630	\$ 56,096	\$ 3,367,050	\$ 382,780	\$ 231,334	\$ 4,341,843
8. C&I Hard-to-Measure	\$ 60,599	\$ 62,450	\$ -	\$ -	\$ -	\$ 123,049
C&I Statewide Marketing	\$ -	\$ 62,450	\$ -	\$ -	\$ -	\$ 62,450
C&I DOER Assessment	\$ 60,128	\$ -	\$ -	\$ -	\$ 8,591	\$ 68,719
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 26,571	\$ -	\$ -	\$ -	\$ -	\$ 26,571
GRAND TOTAL	\$11,310,888	\$11,310,888	\$11,310,888	\$11,310,888	\$11,310,888	\$11,310,888

Source:
G:\12-001 Compact Efficiency 2012\2013-2015 EEP\2012\1102 & 12.20 DPU 12-107 Proceeding\2013.02.21 Compliance Filing\2013.02.13_CLC_Ech_4
COMPLIANCE_2013-2015 06-50 Tables_Expanded_2013.02.13.xlsx

CY 14

2014 Budgeted (Based on Three-year Plan)

Program	PPA	Marketing	Incentives	STAY	EMV	Total PA Costs
Residential (Total)	\$511,072	\$555,134	\$19,176,758	\$1,218,830	\$1,111,177	\$18,114,181
1. Residential Whole House	\$52,151	\$55,785	\$1,175,291	\$68,597	\$58,132	\$1,231,256
Residential New Construction	\$18,753	\$14,655	\$150,000	\$8,146	\$17,525	\$284,684
Residential Multi-Family Retrofit	\$27,628	\$31,107	\$500,000	\$44,621	\$4,356	\$884,209
Residential Home Energy Services	\$585,474	\$143,033	\$9,048,491	\$435,380	\$804,741	\$11,020,120
Residential Behavior/Feedback	\$-	\$15,000	\$117,000	\$8,950	\$-	\$220,950
2. Residential Products	\$148,078	\$127,501	\$2,508,597	\$268,332	\$188,604	\$3,211,982
Residential Cooling & Heating Equipment	\$57,108	\$17,468	\$1,040,841	\$1,106	\$41,010	\$1,257,554
Residential Lighting	\$69,397	\$5,178	\$1,053,498	\$158,998	\$118,674	\$1,465,709
Residential Consumer Products	\$22,573	\$24,936	\$211,000	\$196,230	\$35,980	\$490,719
3. Residential Hard-to-Measure	\$131,236	\$227,138	\$55,000	\$118,491	\$11,392	\$744,358
Residential Statewide Marketing	\$-	\$102,158	\$-	\$-	\$-	\$102,158
Residential DOER Assessment	\$115,523	\$-	\$-	\$-	\$11,398	\$126,913
Residential EEAC Consultants	\$-	\$-	\$-	\$-	\$-	\$-
Residential Sponsorship & Subscriptions	\$16,313	\$-	\$-	\$-	\$-	\$16,313
Residential HEAT Loan	\$-	\$-	\$-	\$214,891	\$-	\$214,891
Residential Workforce Development	\$-	\$-	\$-	\$89,000	\$-	\$89,000
Residential R&D and Demonstration	\$-	\$-	\$55,000	\$15,000	\$-	\$70,000
Residential Education	\$-	\$125,000	\$-	\$-	\$-	\$125,000
Low-Income (Total)	\$294,365	\$74,775	\$1,594,343	\$619,348	\$173,395	\$5,386,226
4. Low-Income Whole House	\$169,017	\$5,159	\$1,880,343	\$112,648	\$170,981	\$2,977,477
Low-Income New Construction	\$5,065	\$894	\$145,000	\$1,217	\$10,780	\$162,758
Low-Income Single Family Retrofit	\$133,634	\$23,310	\$1,342,207	\$488,499	\$135,358	\$2,124,009
Low-Income Multi-Family Retrofit	\$30,318	\$4,164	\$500,135	\$121,833	\$24,843	\$690,283
5. Low-Income Hard-to-Measure	\$65,978	\$48,614	\$-	\$-	\$2,970	\$116,562
Low-Income Statewide Marketing	\$-	\$23,384	\$-	\$-	\$-	\$23,384
Low-Income DOER Assessment	\$21,228	\$-	\$-	\$-	\$2,970	\$24,197
Low-Income Energy Affordability Network	\$36,750	\$23,230	\$-	\$-	\$-	\$62,000
Commercial & Industrial (Total)	\$818,318	\$182,335	\$13,264,335	\$1,138,880	\$668,000	\$16,381,268
6. C&I New Construction	\$189,811	\$27,345	\$1,750,000	\$177,335	\$25,628	\$2,149,519
C&I New Construction	\$189,811	\$27,345	\$1,750,000	\$177,335	\$25,628	\$2,149,519
7. C&I Retrofit	\$62,765	\$52,441	\$11,744,235	\$762,371	\$491,486	\$13,612,143
C&I Retrofit	\$62,765	\$52,441	\$11,744,235	\$762,371	\$491,486	\$13,612,143
C&I Direct Install	\$304,630	\$58,098	\$3,367,000	\$352,780	\$231,334	\$4,341,343
8. C&I Hard-to-Measure	\$85,899	\$62,480	\$-	\$-	\$6,991	\$155,740
C&I Statewide Marketing	\$-	\$62,480	\$-	\$-	\$-	\$62,480
C&I DOER Assessment	\$60,128	\$-	\$-	\$-	\$6,991	\$67,119
C&I EEAC Consultants	\$-	\$-	\$-	\$-	\$-	\$-
C&I Sponsorships & Subscriptions	\$25,571	\$-	\$-	\$-	\$-	\$25,571
GRAND TOTAL	\$1,391,353	\$814,545	\$37,885,371	\$3,187,979	\$1,891,133	\$53,882,713

2014 Actuals (January Through May)

Program	PPA	Marketing	Incentives	STAY	EMV	Total PA Costs
Residential (Total)	\$513,187	\$557,264	\$19,488,216	\$1,222,184	\$1,114,380	\$18,677,585
1. Residential Whole House	\$52,247	\$55,785	\$1,175,291	\$68,597	\$58,132	\$1,231,256
Residential New Construction	\$18,753	\$14,655	\$150,000	\$8,146	\$17,525	\$284,684
Residential Multi-Family Retrofit	\$27,628	\$31,107	\$500,000	\$44,621	\$4,356	\$884,209
Residential Home Energy Services	\$157,783	\$143,033	\$3,085,440	\$102,834	\$82,870	\$3,435,200
Residential Behavior/Feedback	\$-	\$15,000	\$117,000	\$8,950	\$-	\$220,950
2. Residential Products	\$148,078	\$127,501	\$2,508,597	\$268,332	\$188,604	\$3,211,982
Residential Cooling & Heating Equipment	\$57,108	\$17,468	\$1,040,841	\$1,106	\$41,010	\$1,257,554
Residential Lighting	\$69,397	\$5,178	\$1,053,498	\$158,998	\$118,674	\$1,465,709
Residential Consumer Products	\$22,573	\$24,936	\$211,000	\$196,230	\$35,980	\$490,719
3. Residential Hard-to-Measure	\$131,236	\$227,138	\$55,000	\$118,491	\$11,392	\$744,358
Residential Statewide Marketing	\$-	\$102,158	\$-	\$-	\$-	\$102,158
Residential DOER Assessment	\$115,523	\$-	\$-	\$-	\$11,398	\$126,913
Residential EEAC Consultants	\$-	\$-	\$-	\$-	\$-	\$-
Residential Sponsorship & Subscriptions	\$16,313	\$-	\$-	\$-	\$-	\$16,313
Residential HEAT Loan	\$-	\$-	\$-	\$214,891	\$-	\$214,891
Residential Workforce Development	\$-	\$-	\$-	\$89,000	\$-	\$89,000
Residential R&D and Demonstration	\$-	\$-	\$55,000	\$15,000	\$-	\$70,000
Residential Education	\$-	\$125,000	\$-	\$-	\$-	\$125,000
Low-Income (Total)	\$294,365	\$74,775	\$1,594,343	\$619,348	\$173,395	\$5,386,226
4. Low-Income Whole House	\$169,017	\$5,159	\$1,880,343	\$112,648	\$170,981	\$2,977,477
Low-Income New Construction	\$5,065	\$894	\$145,000	\$1,217	\$10,780	\$162,758
Low-Income Single Family Retrofit	\$133,634	\$23,310	\$1,342,207	\$488,499	\$135,358	\$2,124,009
Low-Income Multi-Family Retrofit	\$30,318	\$4,164	\$500,135	\$121,833	\$24,843	\$690,283
5. Low-Income Hard-to-Measure	\$65,978	\$48,614	\$-	\$-	\$2,970	\$116,562
Low-Income Statewide Marketing	\$-	\$23,384	\$-	\$-	\$-	\$23,384
Low-Income DOER Assessment	\$21,228	\$-	\$-	\$-	\$2,970	\$24,197
Low-Income Energy Affordability Network	\$36,750	\$23,230	\$-	\$-	\$-	\$62,000
Commercial & Industrial (Total)	\$818,318	\$182,335	\$13,264,335	\$1,138,880	\$668,000	\$16,381,268
6. C&I New Construction	\$189,811	\$27,345	\$1,750,000	\$177,335	\$25,628	\$2,149,519
C&I New Construction	\$189,811	\$27,345	\$1,750,000	\$177,335	\$25,628	\$2,149,519
7. C&I Retrofit	\$62,765	\$52,441	\$11,744,235	\$762,371	\$491,486	\$13,612,143
C&I Retrofit	\$62,765	\$52,441	\$11,744,235	\$762,371	\$491,486	\$13,612,143
C&I Direct Install	\$304,630	\$58,098	\$3,367,000	\$352,780	\$231,334	\$4,341,343
8. C&I Hard-to-Measure	\$85,899	\$62,480	\$-	\$-	\$6,991	\$155,740
C&I Statewide Marketing	\$-	\$62,480	\$-	\$-	\$-	\$62,480
C&I DOER Assessment	\$60,128	\$-	\$-	\$-	\$6,991	\$67,119
C&I EEAC Consultants	\$-	\$-	\$-	\$-	\$-	\$-
C&I Sponsorships & Subscriptions	\$25,571	\$-	\$-	\$-	\$-	\$25,571
GRAND TOTAL	\$1,391,353	\$814,545	\$37,885,371	\$3,187,979	\$1,891,133	\$53,882,713

Source:
G:\12-001 Compact Efficiency 2012\2013-2015 EEP\2012\1102 & 12.20 DPU 12-107 Proceeding\2013.02.21 Compliance Filing\DP12-107_CLC_Ed1.4
COMPLIANCE_2013-2015 08-60 Tables_Expanded_2013.02.13.xlsx

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	FY 14	Proposed FY15	
Salaries	\$ 182,219.00	\$ 235,000.00	Stephan 100%, Maggie 100% Karen 25%, Lindsay 25%
Auditor	\$ 130,000.00	\$ 40,000.00	
Legal	\$ 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		\$ 24,000.00	
Travel Out-of-state		\$ 6,000.00	
Travel In-state	\$ 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 (Formerly Association Dues)	\$ 11,000.00	\$ 18,000.00	Roundtable, Living Local, NECA, PTI, Rotary Show (1/2 events)
Subscriptions	\$ 1,500.00	\$ 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	\$ 150,000.00	\$ 150,000.00	
Subtotal CLC Operating Budget	\$ 1,002,038.00	\$ 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	

Attachment A

COUNTS FOR:

ACCOUNTS FOR:		ORIGINAL	REVISED	YTD ACTUAL	MTD ACTUAL	ENCUMBRANCES	AVAILABLE	PCT
74	CAPE LIGHT COMPACT OPERING FUND	APPROP	BUDGET				BUDGET	USED
4 4999	CLC OPERING FD-TRANSFERS	0	.00	-1,124,783.00	.00	.00	1,124,783.00	100.0%
4 5100	CLC OPERING FD-SALARIES	0	182,219.00	202,124.50	6,833.82	.00	-19,905.50	110.9%
4 5213	CLC OPERING FD-TELEPHONES	0	1,200.00	.00	.00	.00	1,200.00	.0%
4 5214	CLC OPERING FD-INTERNET/I	0	.00	.00	.00	.00	.00	.0%
4 5233	CLC OPERING FD-ADMIT/ACCT	0	130,000.00	84,338.75	5,770.00	.00	45,661.25	64.9%
4 5235	CLC OPERING FD-LEGAL SERV	0	304,955.00	222,847.48	.00	.00	82,107.52	73.1%
4 5239	CLC OPERING FD-CONTACTIVA	0	119,755.00	88,720.66	18,610.00	.00	31,034.34	74.1%
4 5281	CLC OPERING FD-OUTSTATE T	0	3,630.68	3,586.99	.00	.00	43.69	98.8%
4 5282	CLC OPERING PD-IN STATE T	0	12,369.32	5,828.09	214.32	.00	6,541.23	47.1%
4 5291	CLC OPERING PD-ADVERTISIN	0	15,482.64	14,581.63	2,222.14	.00	901.01	94.2%
4 5294	CLC OPERING PD-FREIGHT/SH	0	250.00	46.92	.00	.00	203.08	18.8%
4 5295	CLC OPERING PD-PRINTING/COP	0	5,448.07	2,535.35	461.76	.00	1,870.43	65.7%
4 5298	CLC OPERING-LED ST LIGHTS	0	150,000.00	.00	.00	.00	150,000.00	.0%
4 5361	CLC OPERING FD-POSTAGE	0	11,000.00	6,482.96	521.16	.00	3,581.16	67.4%
4 5421	CLC OPERING FD-ASSOC DUES	0	17,150.00	17,150.00	.00	.00	.00	100.0%
4 5429	CLC OPERING FD-SUBSCRIPTI	0	500.00	.00	.00	.00	500.00	.0%
4 5463	CLC OPERING FD-BOUP RENT	0	3,000.00	.00	.00	.00	3,000.00	.0%
4 5465	CLC OPERING FD-MISC RENTA	0	.00	.00	.00	.00	.00	.0%
4 5490	CLC OPERING FD-GRANTS TO	0	402,745.00	402,745.00	.00	.00	.00	100.0%
4 5559	CLC OPERING FD-COMPUTER E	0	2,000.00	1,624.51	.00	.00	375.49	81.2%
4 5790	CLC OPERING FD-TRANSFS	0	.00	.00	.00	.00	.00	.0%
4 5981	CLC OPERING FD-RETIREMENT	0	26,000.00	17,521.81	.00	.00	8,478.19	67.4%
4 5983	CLC OPERING FD-GRP INSUR	0	17,000.00	19,082.09	892.48	.00	-2,082.09	112.2%
4 5984	CLC OPERING FD-MEDICARE	0	3,764.00	2,809.89	93.67	.00	954.11	74.7%
TOTAL	CAPE LIGHT COMPACT OPER	0	1,408,468.71	-32,756.37	35,619.35	1,978.17	1,439,246.91	-2.2%
TOTAL	REVENUES	0	.00	-1,124,783.00	.00	.00	1,124,783.00	
TOTAL	EXPENSES	0	1,408,468.71	1,092,026.63	35,619.35	1,978.17	314,463.91	

20,441.52
32,756.37
53,197.89

CY 14

ATTACHMENT B

2014 Budgeted (Based on Three-year Plan)

Program	PPA	Marketing	Incentives	STAY	ENV	Total PA Costs
Residential (Total)	\$515,573	\$185,834	\$15,175,798	\$1,418,330	\$1,111,177	\$18,174,191
1. Residential Whole House	\$ 832,186	\$ 288,780	\$ 2,818,291	\$ 885,397	\$ 885,122	\$ 12,517,884
Residential New Construction	\$ 18,758	\$ 14,656	\$ 180,000	\$ 88,148	\$ 17,026	\$ 283,584
Residential Multi-Family Retrofit	\$ 27,928	\$ 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	\$ 148,078	\$ 127,801	\$ 2,308,307	\$ 438,332	\$ 189,384	\$ 3,111,892
Residential Cooling & Heating Equipment	\$ 57,108	\$ 17,488	\$ 1,040,841	\$ 81,108	\$ 41,010	\$ 1,237,554
Residential Lighting	\$ 88,397	\$ 85,176	\$ 1,053,486	\$ 158,986	\$ 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	\$ 131,255	\$ 227,138	\$ 55,000	\$ 311,891	\$ 11,889	\$ 744,355
Residential Statewide Marketing	\$ -	\$ 102,138	\$ -	\$ -	\$ -	\$ 102,138
Residential DOE Assessment	\$ 115,523	\$ -	\$ -	\$ -	\$ 11,389	\$ 126,913
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 16,313	\$ -	\$ -	\$ -	\$ -	\$ 16,313
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 214,891	\$ -	\$ 214,891
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 89,000	\$ -	\$ 89,000
Residential R&D and Demonstration	\$ -	\$ -	\$ 58,000	\$ 15,000	\$ -	\$ 70,000
Residential Education	\$ -	\$ 125,000	\$ -	\$ -	\$ -	\$ 125,000
Low-Income (Total)	\$188,358	\$74,772	\$1,888,342	\$812,348	\$173,680	\$3,698,000
4. Low-Income Whole House	\$ 188,017	\$ 24,188	\$ 1,888,342	\$ 812,348	\$ 170,881	\$ 3,077,647
Low-Income New Construction	\$ 5,088	\$ 694	\$ 148,000	\$ 1,217	\$ 10,780	\$ 182,758
Low-Income Single Family Retrofit	\$ 133,634	\$ 23,310	\$ 1,342,207	\$ 489,499	\$ 135,358	\$ 2,124,009
Low-Income Multi-Family Retrofit	\$ 30,318	\$ 4,164	\$ 509,135	\$ 121,833	\$ 24,843	\$ 690,283
5. Low-Income Hard-to-Measure	\$ 54,978	\$ 46,614	\$ -	\$ -	\$ 2,970	\$ 108,561
Low-Income Statewide Marketing	\$ -	\$ 23,384	\$ -	\$ -	\$ -	\$ 23,384
Low-Income DOE Assessment	\$ 21,226	\$ -	\$ -	\$ -	\$ 2,970	\$ 24,197
Low-Income Energy Affordability Network	\$ 38,750	\$ 23,230	\$ -	\$ -	\$ -	\$ 62,000
Commercial & Industrial (Total)	\$518,318	\$185,834	\$15,284,356	\$1,418,330	\$938,000	\$18,381,208
6. C&I New Construction	\$ 188,911	\$ 27,345	\$ 1,780,000	\$ 377,355	\$ 224,928	\$ 2,598,539
C&I New Construction	\$ 188,911	\$ 27,345	\$ 1,780,000	\$ 377,355	\$ 224,928	\$ 2,598,539
7. C&I Retrofit	\$ 329,407	\$ 88,489	\$ 11,744,356	\$ 762,275	\$ 691,488	\$ 13,616,145
C&I Retrofit	\$ 258,078	\$ 38,348	\$ 8,377,238	\$ 378,491	\$ 220,154	\$ 9,271,300
C&I Direct Install	\$ 304,630	\$ 50,098	\$ 3,367,000	\$ 382,780	\$ 231,334	\$ 4,341,843
8. C&I Hard-to-Measure	\$ 80,680	\$ 62,450	\$ -	\$ -	\$ 9,991	\$ 153,121
C&I Statewide Marketing	\$ -	\$ 62,450	\$ -	\$ -	\$ -	\$ 62,450
C&I DOE Assessment	\$ 60,128	\$ -	\$ -	\$ -	\$ 9,991	\$ 69,719
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ 26,571	\$ -	\$ -	\$ -	\$ -	\$ 26,571
GRAND TOTAL	\$1,033,891	\$371,646	\$30,459,154	\$2,836,678	\$2,094,157	\$36,553,119

2014 Actuals (January Through May)

Program	PPA	Marketing	Incentives	STAY	ENV	Total PA Costs
Residential (Total)	\$513,167	\$187,492	\$15,288,478	\$1,423,184	\$885,388	\$18,177,533
1. Residential Whole House	\$ 178,447	\$ 24,719	\$ 2,121,879	\$ 785,060	\$ 885,000	\$ 12,517,884
Residential New Construction	\$ 5,058	\$ 2,182	\$ 34,099	\$ 21,630	\$ 3,342	\$ 66,289
Residential Multi-Family Retrofit	\$ 7,628	\$ 1,845	\$ 22,130	\$ 9,884	\$ 1,486	\$ 42,961
Residential Home Energy Services	\$ 157,783	\$ 36,264	\$ 3,085,449	\$ 102,834	\$ 82,870	\$ 3,435,200
Residential Behavior/Feedback	\$ 8,083	\$ 4,749	\$ -	\$ 44,031	\$ 1,284	\$ 57,058
2. Residential Products	\$ 148,078	\$ 127,801	\$ 2,308,307	\$ 438,332	\$ 189,384	\$ 3,111,892
Residential Cooling & Heating Equipment	\$ -	\$ 731	\$ 170,978	\$ 16,988	\$ 2,865	\$ 191,558
Residential Lighting	\$ 16,390	\$ 24,794	\$ 144,230	\$ 38,848	\$ 19,238	\$ 242,488
Residential Consumer Products	\$ 18,702	\$ 10,989	\$ 41,533	\$ 32,377	\$ 12,718	\$ 116,321
3. Residential Hard-to-Measure	\$ 192,681	\$ 108,261	\$ -	\$ 214,893	\$ 2,463	\$ 498,298
Residential Statewide Marketing	\$ -	\$ 63,458	\$ -	\$ -	\$ -	\$ 63,458
Residential DOE Assessment	\$ 100,059	\$ -	\$ -	\$ -	\$ 2,463	\$ 102,523
Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 2,582	\$ -	\$ -	\$ -	\$ -	\$ 2,582
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 210,319	\$ -	\$ 210,319
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 739	\$ -	\$ 739
Residential R&D and Demonstration	\$ -	\$ -	\$ -	\$ 3,835	\$ -	\$ 3,835
Residential Education	\$ -	\$ 62,806	\$ -	\$ -	\$ -	\$ 62,806
Low-Income (Total)	\$188,358	\$74,772	\$1,888,342	\$812,348	\$173,680	\$3,698,000
4. Low-Income Whole House	\$ 188,017	\$ 24,188	\$ 1,888,342	\$ 812,348	\$ 170,881	\$ 3,077,647
Low-Income New Construction	\$ 1,248	\$ 237	\$ -	\$ 299	\$ 647	\$ 2,427
Low-Income Single Family Retrofit	\$ 32,638	\$ 6,957	\$ 383,156	\$ 62,746	\$ 7,954	\$ 463,649
Low-Income Multi-Family Retrofit	\$ 7,480	\$ 1,418	\$ 73,689	\$ 15,983	\$ 385	\$ 98,893
5. Low-Income Hard-to-Measure	\$ 17,790	\$ 0,428	\$ -	\$ -	\$ 642	\$ 18,431
Low-Income Statewide Marketing	\$ -	\$ 0,428	\$ -	\$ -	\$ -	\$ 0,428
Low-Income DOE Assessment	\$ 17,790	\$ -	\$ -	\$ -	\$ 642	\$ 18,431
Low-Income Energy Affordability Network	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Commercial & Industrial (Total)	\$330,479	\$171,889	\$15,238,582	\$1,430,833	\$938,000	\$18,188,383
6. C&I New Construction	\$ 48,716	\$ 8,437	\$ 423,063	\$ 84,028	\$ 18,771	\$ 578,014
C&I New Construction	\$ 48,716	\$ 8,437	\$ 423,063	\$ 84,028	\$ 18,771	\$ 578,014
7. C&I Retrofit	\$ 134,889	\$ 81,189	\$ 3,012,788	\$ 188,874	\$ 89,824	\$ 3,408,589
C&I Retrofit	\$ 61,841	\$ 12,713	\$ 2,485,228	\$ 77,379	\$ 36,932	\$ 2,654,092
C&I Direct Install	\$ 72,997	\$ 18,448	\$ 547,572	\$ 79,486	\$ 32,892	\$ 761,207
8. C&I Hard-to-Measure	\$ 80,626	\$ 62,089	\$ -	\$ -	\$ 2,070	\$ 144,785
C&I Statewide Marketing	\$ -	\$ 62,089	\$ -	\$ -	\$ -	\$ 62,089
C&I DOE Assessment	\$ 90,925	\$ -	\$ -	\$ -	\$ 2,070	\$ 92,995
C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C&I Sponsorships & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$843,646	\$369,371	\$30,427,060	\$2,853,225	\$2,094,157	\$35,677,719

Source:
G:\12-001 Compact Efficiency 2012\2013-2015 EEP\20121102 & 12-20 DPU 12-107 Proceeding\2013.02.21 Compliance Filing\2013.02.13 CLC_Ext. 4
COMPLIANCE_2013-2015 08-50 Tables_Expanded_2013.02.13.xlsx

CY 14

ATTACHMENT C

AG 2-19

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 Address 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	FY 14	Proposed FY15	
Salaries	\$ 182,219.00	\$ 235,000.00	Stephan 100%, Maggie 100% Karen 25%, Lindsay 25%
Auditor	\$ 130,000.00	\$ 40,000.00	
Legal	\$ 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		\$ 24,000.00	
Travel Out-of-state		\$ 6,000.00	
Travel In-state	\$ 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 (formerly Association Dues)	\$ 11,000.00	\$ 18,000.00	Roundtable, Living Local, NECA, PTI, Rotary Show (1/2 events)
Subscriptions	\$ 1,500.00	\$ 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	\$ 150,000.00	\$ 150,000.00	
Subtotal CLC Operating Budget	\$ 1,002,038.00	\$ 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	

**FIFTH AMENDED AND RESTATED
INTER-GOVERNMENTAL AGREEMENT
OF THE
CAPE LIGHT COMPACT
(September 12, 2012)**

This Fifth Amended and Restated Inter-Governmental Agreement (“Agreement”) is dated as of September xx, 2012 and is entered into by and between the County of Barnstable, County of Dukes County and the municipalities legally joining therein, pursuant to the authority of Massachusetts General Laws Chapter 40, §4A.

WHEREAS, the Massachusetts Restructuring Act of 1997 (the “Act”) was enacted during a period where Federal Law allowed for the restructuring of existing electric utilities into separate generation, transmission and distribution companies and, accordingly, the Act set forth a framework for the competitive supply of electric generation service to Massachusetts electric customers and allowed electric customers to choose their electric power supplier; and

WHEREAS, the Cape Light Compact (“Compact”) was entered into with the County of Barnstable, County of Dukes County and the municipalities legally joining therein, pursuant to the authority of Massachusetts General Laws Chapter 40, §4A, through an original Inter-Governmental Agreement effective as of October, 1997; and

WHEREAS, the County of Barnstable, County of Dukes County and the municipalities legally joining therein, amended the original Inter-Governmental Agreement in June, 1999, September, 2006, November, 2010, February, 2011 and April 11, 2012; and

WHEREAS, the Compact recognizes that local governments have a substantial stake in the restructuring of the Massachusetts electric industry and that local governments represent community interests and provide a “natural aggregator” function through which consumers may gain greater benefits and terms in contracts; and

WHEREAS, under the authority of G.L. c. 164, §134, G.L. c. 25A, §6 and pursuant to the original Inter-Governmental Agreement, adopted October, 1997 and amended June, 1999 and again in September, 2006, the Compact developed a Municipal Aggregation Plan, setting forth the structure, operations, services, funding and policies of the Compact in order to negotiate the best rates for the supply and distribution of electricity and to advance consumer protection and interests for the residents of Cape Cod and Martha’s Vineyard; and

WHEREAS, the Compact currently operates a municipal aggregation competitive supply program which provides electric power supply on an opt-out basis to customers across all customer classes located on Cape Cod and Martha’s Vineyard and the Compact also provides

comprehensive energy efficiency services to Cape Cod and Martha's Vineyard through the Cape Light Compact Energy Efficiency Plan; and

WHEREAS, the Green Communities Act, St. 2008, c. 169, provided expanded authority to municipalities and other governmental entities to pursue energy efficiency, renewable energy development and other related activities; and

WHEREAS, the Compact continues to explore all available options for providing its customers with the best electrical supply and distribution rates and demand side management and renewable programs.

NOW THEREFORE, in consideration of the foregoing, and in order to reflect the current policies and purposes of the Compact, the County of Barnstable, the County of Dukes County and the municipalities legally joining therein hereby enter into this Agreement.

ARTICLE I: POLICY AND PURPOSE

The Compact's goals include, without limitation, the following:

- ∅ To provide the basis for aggregation of all consumers on a non-discriminatory basis;
- ∅ To negotiate the best terms and conditions for electricity supply and transparent pricing;
- ∅ To explore all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, without limitation, the formation of and/or membership in a co-operative organization to purchase or produce energy or renewable energy certificates ("RECs") or both on a long-term, basis;
- ∅ To provide equal sharing of economic savings based on current electric rates and/or cost-of-service ratemaking approved by the Department of Public Utilities, or its successor;
- ∅ To provide and enhance consumer protection and options for service under contract provisions and to allow those consumers who choose not to participate to opt-out;
- ∅ To improve quality of service and reliability;
- ∅ To encourage environmental protection through contract provisions;
- ∅ To utilize and encourage renewable energy development to the extent practicable

through contract provisions, demonstration projects and state mandated system benefit charges for renewable energy;

- ∅ To utilize and encourage demand side management and other forms of energy efficiency through contract provisions and state mandated system benefit charges for renewable energy and to use the funds from such charges to advance consumer awareness and adoption of a wide variety of energy efficiency measures through the implementation of an energy efficiency plan;
- ∅ To advance specific community goals that may be selected from time to time, such as placing utility wires underground;
- ∅ To provide full public accountability to consumers; and
- ∅ To utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

ARTICLE II: POWERS OF THE COMPACT

The Compact shall have the following powers:

- a) to plan projects;
- b) to implement projects and/or conduct research;
- c) to negotiate contracts and other agreements, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct financial obligations on any member municipality or county (except for *de minimis* impacts by virtue of such member's participation in the Compact) until approved by such individual member municipality or county, as the case may be;
- d) to adopt an annual budget and to direct the expenditure of funds made available to the Compact by grant or contribution from public and private sector entities, or on account of any contract negotiated or administered by the Compact;
- e) to acquire property by gift, purchase or lease;
- f) to construct equipment and facilities;
- g) to apply for and receive grants, contributions and other such financial assistance from public and private sector entities or to receive amounts derived as a portion of the savings on, or as a surcharge, dedicated mills/kilowatt hour fee or other such charge as part of any electric energy purchase or similar contract negotiated and/or

administered by the Compact and, as required herein, agreed to by each member municipality or county to be financially bound thereby;

- h) to apply for and receive funds derived from the state mandated system benefit charges and to use such funds in accordance with state law;
- i) to employ staff, consultants, attorneys, technical advisors and independent contractors;
- j) to adopt bylaws to govern its internal affairs;
- k) to reimburse persons who have advanced funds;
- l) to enforce agreements or otherwise prosecute claims on behalf of member municipalities and counties and coordinate their defense in any claim made against them relating to any agreement or other matter related to the Compact;
- m) to invest funds;
- n) to procure insurance;
- o) to obtain project-related financing through any mechanism such as the federal Clean Renewable Energy Bond program, and other financing options;
- p) to contract with an agent, including, without limitation, a regional government, to manage or accomplish any of its functions or objectives;
- q) to enter into agreements with state, quasi-state, county and municipal agencies; cooperatives and private entities, all as is convenient or necessary to manage or accomplish any of the Compact's functions or objectives; and
- r) to perform generally all acts which are necessary or convenient to implement the powers which are expressly or by necessary implication conferred upon the Compact and are not otherwise prohibited under any other provision of law.

ARTICLE III: GOVERNING BOARD

A. Powers of the Community Representatives.

The Compact shall have a board of community representatives (hereafter a "Representative" or the "Representatives," as the case may be and collectively the "Governing Board") who shall be responsible for the general management and supervision of the business and affairs of the Compact except with respect to those powers reserved to the member municipalities or counties of the Compact by law or this Agreement. The Governing Board may

from time to time, to the extent permitted by law, delegate any of its powers to committees, subject to such limitations as the Governing Board may impose. The Governing Board may delegate to the Executive Committee the powers to act for the Governing Board between regular, annual or special meetings of the board. The Governing Board may designate persons or groups of persons as sponsors, benefactors, contributors, advisors or friends of the Compact or such other title as they may deem appropriate and as is consistent with applicable law.

B. Number, Qualifications and Term of Office.

The Governing Board shall consist of one Representative for each member municipality and one County Commissioner appointed by the Barnstable County Board of Commissioners and one Representative appointed by the Dukes County Board of Commissioners, and alternates therefor, in case any such Representative shall be unable to attend a meeting or otherwise participate in any matter regarding the Compact. In the absence of a Representative, his/her alternate shall be entitled to vote and otherwise exercise all of the powers of such Representative. The Representatives, and alternates, shall be selected by the Selectmen or Town Manager, as the case may be, for each member municipality. In the case of the County Representatives, such Representatives and his/her alternates shall be selected by the Board of Commissioners. Except as hereinafter provided, the Representatives (and alternates) shall hold office until the next selection of Representatives (and alternates) by each such member municipality or county and until his/her successor is selected.

C. Executive Committee.

There shall be an Executive Committee composed of no less than five (5) Representatives, at least one of whom shall be a Representative from Dukes County or a member town of Dukes County. The Executive Committee shall be selected by majority vote of all of the Representatives.

D. Manner of Acting and Quorum.

Provided there is a quorum present at the meeting, and except as specified elsewhere herein, the Governing Board shall act by vote of a majority of the Representatives present at the time of the vote. Unless altered by the Governing Board in accordance with this Agreement, each member municipality and county shall be entitled to select one Representative whose vote shall be equal in weight to the Representative of any other member municipality and county, except as expressly set forth in the succeeding paragraphs. Representatives may participate in meetings remotely in accordance with the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. A quorum shall be deemed present if the combined population of the towns whose Representatives are present at a meeting is at least equal to 50% of the combined population of all of the member municipalities of the Compact; and provided further, that at least one Representative from one of the Towns in Dukes County or Dukes County and at least two-thirds of the Representatives for Barnstable County and the member municipalities of Barnstable County are physically present or participating remotely in

accordance with 940 C.M.R. 29.10. In accordance with 940 C.M.R. 29.10 and the Open Meeting Law, M.G.L. c. 30A, §§ 18-25, a simple majority of the members of the public body must be physically present. While a quorum is present, unless another provision is made by law, this Agreement or by the Compact's own rules, all business shall be determined by a majority vote of all participating members.

Notwithstanding the foregoing, any vote involving a matter concerning issues which would or could bear in a direct and material fashion on the financial interests of the member municipalities shall be taken by a weighted vote in which the vote of each Representative shall be weighted in the same proportion as the population of the municipality such Representative represents bears to the whole population of the member municipalities of the Compact, such population as determined, in the case of Barnstable County, by the most recent federal census, or decennial census, and, in the case of Dukes County, by the most recent data available from the Martha's Vineyard Commission. In case of a dispute as to whether a vote shall be taken on a weighted basis as set forth in this paragraph or on a one town, one vote basis as set forth in the preceding paragraph of this subsection, the determination shall be made by weighted vote as set forth herein.

In taking any vote required to be taken by weighted vote hereunder, the votes of Barnstable County and Dukes County shall be tabulated last, with each county's Representative having one equal vote, and the vote of said counties may break a tie; otherwise the counties' votes shall not be accorded any percentage weight but shall be recorded nonetheless.

E. Rules and Minutes.

The Governing Board shall determine its own rules and order of business, unless otherwise provided by the Compact or statute or this Agreement. The Governing Board shall also provide for the keeping of minutes of its proceedings. All regular and Executive Committee meeting announcements shall be sent to all members of the Governing Board.

F. Voting.

If requested by any Representative, a vote of the body shall be taken by a roll call and the vote of each Representative shall be recorded in the minutes, provided, however, if any vote is unanimous only that fact need be recorded.

G. Resignation and Removal.

1. Resignation.

Any Representative (or alternate) may resign at any time upon written notice to the remaining Governing Board. A Representative may resign from the Executive Committee and still keep his or her position as a Representative. The resignation of any Representative (or

alternate) or resignation from the Executive Committee shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

2. Removal.

Any Representative (or alternate) may be removed at any time with or without cause by their appointing authority. The Governing Board may remove a Representative from the Executive Committee or the Governing Board only with good cause.

H. Vacancies.

1. Vacancies on the Governing Board.

Continuing Representatives may act despite a vacancy in the Governing Board and shall for this purpose be deemed to constitute the full board. A vacancy in the Governing Board of a Representative shall be promptly filled, but in no case more than sixty days thereafter, by the appointing authority of the member municipality or county which originally selected such Representative. Each Representative chosen to fill a vacancy on the Governing Board shall hold office until the next annual selection of the Representatives and until his/her successor shall be appointed and qualify. Insofar as there is no Representative then in office representing a member municipality or county, the alternate shall act in his/her stead.

2. Vacancies on the Executive Committee.

Vacancies on the Executive Committee shall be filled in the same manner as the position was originally filled.

3. No Right to Compensation.

Unless the Governing Board in its discretion provides for compensation, no Representative or alternate resigning, and (except where a right to receive compensation shall be expressly provided in a duly authorized written agreement with the Compact) no Representative or alternate removed, shall have any right to any compensation as such Representative or alternate for any period following his/her resignation or removal, or any right to damages on account of such removal, whether his/her compensation be by the month or by the year or otherwise.

ARTICLE IV: MEETINGS OF THE GOVERNING BOARD

A. Place.

Meetings of the Governing Board, including meetings of the Executive Committee, shall be held at such place within Barnstable County or Dukes County as may be named in the notice

of such meeting.

B. Annual and Regular Meetings.

The annual meeting of the Governing Board shall be held each year on the second Wednesday of September. In the event the annual meeting is not held on such date, a special meeting in lieu of the annual meeting may be held with all the force and effect of an annual meeting. Regular meetings may be held at such times as the Governing Board may fix but no less frequently than quarterly.

C. Special Meetings.

Special meetings of the Governing Board may be called by the chairman or any other officer or Representative at other times throughout the year.

D. Notice.

In addition to the personal notice to Representatives set forth in Article III(E), public notice of any regular or annual meeting shall be made in compliance with the Open Meeting Law and other applicable law. Forty-eight hours' notice to Representatives by mail, telegraph, telephone or word of mouth shall be given for a special meeting unless shorter notice is adequate under the circumstances, provided, however, that public notice of such special meeting has been made in compliance with applicable law. A notice or waiver of notice need not specify the purpose of any special meeting. Personal notice of a meeting need not be given to any Representative if a written waiver of notice, executed by him or her before or after the meeting, is filed with the records of the meeting, or to any Representative who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her.

E. Vote of Interested Representatives.

A Representative who is a member, stockholder, trustee, director, officer or employee of any firm, corporation or association with which the Compact contemplates contracting or transacting business shall disclose his or her relationship or interest to the other Representatives acting upon or in reference to such contract or transaction. No Representative so interested shall vote on such contract or transaction, but he or she may be counted for the purpose of determining a quorum. The affirmative vote of a majority of the disinterested Representatives as set forth in Article III(D) hereof shall be required before the Compact may enter into such contract or transaction.

In case the Compact enters into a contract or transacts business with any firm, corporation or association of which one or more of its Representatives is a member, stockholder, trustee, director, officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such Representative or Representatives have or may have interests therein which are or might be adverse to the interests of the Compact. No Representative or

Representatives having disclosed such adverse interest shall be liable to the Compact or to any creditor of the Compact or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such Representative or Representatives be accountable for any gains or profits to be realized thereon.

Nothing contained herein shall affect the compliance of any Representative or the Governing Board or the Compact with G.L. c. 268A, as set forth in Article VI, below.

ARTICLE V: OPEN MEETING LAW; EXECUTIVE SESSIONS

The meetings of the Governing Board are subject to the Massachusetts law governing open meetings of governmental bodies and governmental boards and commissions, including the Open Meeting Law. The Governing Board is therefore required to maintain accurate records of its meetings, setting forth the date, time, place, members present or absent and action taken at each meeting, including executive sessions.

In accordance with the Open Meeting Law, the Governing Board may hold an executive session after an open meeting has been convened and a recorded vote has been taken to hold an executive session. Executive sessions may be held only for the purposes specifically enumerated in the Open Meeting Law, including, but not limited to, to discuss energy-related trade secrets or confidential information.

Matters discussed in executive sessions of the Governing Board must be treated as confidential. A violation of confidentiality may lead to disciplinary action as established by the Governing Board, including removal of a Representative in accordance with Article III(G)(2).

ARTICLE VI: G.L. c. 268A

The Governing Board, as it consists of county and municipal representatives is subject to the provisions of the Massachusetts Conflict of Interest Law, G.L. c. 268A, and shall act at all times in conformity therewith. Public employees who work for two or more public entities may find that each agency has an interest in a particular matter. Compact employees or Representatives may be asked to work on matters for the Compact and the Compact's affiliated organization, the Cape & Vineyard Electric Cooperative, Inc. (the "Cooperative"). In order to help employees and Representatives identify and properly address potential conflicts under the Conflict of Interest Law, employees and Representatives should consider the following: (i) the Cooperative's founding purpose is to develop renewable energy projects and otherwise procure generation and generation-related products (*i.e.*, RECs); (ii) the Compact is a municipal aggregator and serves the complementary purposes of arranging for retail power supply, consumer advocacy and energy efficiency; (iii) the Cooperative seeks to finance and develop such projects and to provide generation to its members and the Compact (to be blended with its retail power supply); and (iv) the Compact is a member of the Cooperative and the Compact intends to purchase generation from the Cooperative and participate in projects developed by the Cooperative. Any employee or Representative may request free legal advice from the State

Ethics Commission about how the Conflict of Interest Law applies to them in a particular situation. This process is explained at <http://www.mass.gov/ethics/commission-services/request-advice.html>.

ARTICLE VII: OFFICERS

A. Election.

At its first meeting of the calendar year, the Governing Board shall elect a chairman, vice chairman, treasurer, secretary and officer at large and such other officers as the Governing Board shall determine. The term of office for those so elected shall be one year and until their respective successors are elected and qualified. Notwithstanding the foregoing, all officers must be a Representative and, upon selection of a successor Representative by such officer's appointing municipality or county, such officer shall immediately tender notice thereof to the Compact and the Governing Board shall select a replacement among the various Representatives for the remaining term of such officer.

B. Qualifications.

Two or more offices may be held by the same person, except the offices of chairman and secretary.

C. Vacancies.

Any vacancy occurring among the officers, however caused, may be filled by the Governing Board, from among the Representatives for the unexpired portion of the term.

D. Removal and Resignation of Officers.

1. Removal.

Any officer of the Compact may be removed from their respective offices with or without cause by resolution adopted by a majority of the Representatives then in office at any annual or special meeting of the Governing Board or by a written consent by all of the Representatives then in office.

2. Resignation.

Any officer may resign at any time by giving his or her resignation in writing to the chairman, treasurer, secretary or any other officer or Representative of the Compact. An officer may resign as officer without resigning from other positions in the Compact, including positions on the Executive Committee or as Representative.

E. Sponsors, Benefactors, Contributors, Advisors, Friends of the Compact.

Persons or groups of persons designated by the Governing Board as sponsor, benefactor, contributor, advisor or friend of the Compact or such other title as the Governing Board deems appropriate shall, except as the Governing Board shall otherwise determine, serve in an honorary capacity. In such capacity they shall have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum and shall have no other rights or responsibilities.

F. Chairman.

The chairman shall be chief executive officer of the Compact and, subject to the control of the Governing Board, shall in general supervise and control all of the business and affairs of the Compact. The chairman shall preside at all meetings at which he or she is present. Unless otherwise directed by the Governing Board, all other officers shall be subject to the authority and supervision of the chairman. The chairman also shall have such other powers and duties as customarily belong to the office of chairman or as may be designated from time to time by the Governing Board.

G. Vice Chairman.

The vice chairman shall assist the chairman and preside at meetings at which the chairman is not present. The vice chairman also shall have such other powers and duties as customarily belong to the office of vice chairman or as may be designated from time to time by the Governing Board.

H. Treasurer.

The treasurer shall be the chief financial officer of the Compact and shall have such powers and duties as customarily belong to the office of treasurer or as may be designated from time to time by the chairman or the Governing Board. The roles and responsibilities of the treasurer may be delegated or expanded. Pursuant to the Administrative Services Agreement between the Compact and Barnstable County, as such agreement may be amended from time to time, the County is the designated agent and fulfills the administrative role for the Compact.

I. Secretary.

The secretary shall arrange for the recording, consistent with applicable law, of all proceedings of the Governing Board, Executive Committee and any other such committee in a book or books to be kept therefor, shall have custody of the seal of the Compact, and have such powers and duties as customarily belong to the office of clerk or secretary or as may be designated from time to time by the chairman or the Governing Board.

J. Other Officers.

The Governing Board shall have legal counsel for the Compact. The Compact's legal counsel may jointly represent the Compact's members or affiliates in accordance with a bylaw adopted by the Compact pursuant to Article II(j).

The Compact shall designate a Chief Procurement Officer, whose role, in accordance with G.L. c. 30B and other applicable provisions of law, shall be to select proposals for and facilitate the award of contracts on behalf of the Compact, with input from members of the Governing Board, Compact staff, counsel and others, as such Chief Procurement Officer sees fit. Notwithstanding the foregoing, the Governing Board may determine that the Compact, as long as consistent with applicable law, will select proposals and award contracts in another manner.

Other officers shall have such powers as may be designated from time to time by the Governing Board.

ARTICLE VIII: BUDGET; MAXIMUM FINANCIAL LIABILITY OF THE MEMBER MUNICIPALITIES AND COUNTIES

The Compact, when appropriate, shall adopt an annual budget and direct the expenditure of funds in accordance with applicable law.

This Agreement is not intended to impose any independent financial liabilities on the members. Each member shall remain responsible for its own debts and other financial liabilities, except as specifically provided herein.

ARTICLE IX: COOPERATION

The member municipalities, Dukes County and Barnstable County agree to act in good faith and use their best efforts to effectuate the intent and purpose of this Agreement. All parties to this Agreement shall cooperate to the fullest extent possible.

ARTICLE X: ELECTRICITY AND OTHER AGREEMENTS

Pursuant to this Agreement, member municipalities, Barnstable County, Dukes County, and private consumers may enter into contracts for the distribution, transmission and/or supply of electricity, for the purchase of energy and RECs, and for project financing in support thereof, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct financial obligations on any member municipality or county (except for *de minimis* impacts by virtue of such member's participation in the Compact) until approved by such individual member municipality or county, as the case may be, and further, that any contract shall indemnify and hold harmless the Compact and its members from any financial liability or provide commercially reasonable indemnification with respect to the provision of such products

or services.

ARTICLE XI: OTHER APPLICABLE LAWS

Nothing in this Agreement or in any negotiated contract for the supply of electricity shall be construed to supersede, alter or otherwise impair any obligation imposed on any municipality or county by otherwise applicable law.

ARTICLE XII: INDEMNIFICATION OF REPRESENTATIVES AND ALTERNATES

Each member of the Compact shall, to the extent legally permissible, indemnify the person(s) each such member chooses as set forth in Article III(A) to serve as a Representative for their service on the Governing Board and/or as a member of the Executive Committee and/or as an officer or who has served at any time as a Representative or officer or Executive Committee member of the Compact. All contracts negotiated or undertaken by the Compact shall also include, to the maximum extent feasible, indemnification of the Representatives and the participating members.

ARTICLE XIII: AMENDMENT

This Agreement may be altered, amended, or repealed, in whole or in part, by the affirmative vote of Representatives of municipalities whose population is at least equal to 50% of the combined population of all of the member municipalities of the Compact; provided that at least two-thirds of the Representatives from all of Barnstable County vote in the affirmative; and further provided that at least one Representative from all of Dukes County also votes in the affirmative.

ARTICLE XIV: TERM AND WITHDRAWAL

Each member shall take such action as required under G.L. c. 40, §4A to make this Agreement effective. This Agreement shall be effective as of the date that the last of the members signs below, and shall continue in effect for a term not to exceed twenty-five years. At the conclusion of the term, taking into account any changed circumstances, the members shall in good faith negotiate a replacement intergovernmental agreement.

Any governmental member may voluntarily withdraw from the Compact at the end of each quarter of the fiscal year (i.e. June 30th, September 30th, December 31st, March 31st), upon thirty days prior written notice. Withdrawal of such member shall not affect any obligations entered into prior to the date of withdrawal which are binding by their terms on such member, including, without limitation, contracts directly entered into by such member and financial contributions to the Compact made or agreed to be made by such member.

If the purposes of the Compact are attained, or for any other reason duly voted upon by the Governing Board, the Compact may dissolve. Upon dissolution, an accounting of the assets

owned by the Compact shall be performed and sold. The proceeds of the sale shall be distributed equitably to the then remaining members of the Compact according to their percent contribution.

ARTICLE XV: CONSTRUCTION AND SEVERABILITY

This Agreement shall be liberally construed so as to effectuate the purposes thereof. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the constitution of any Massachusetts or of the United States or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby. If this Agreement shall be held contrary to the constitution or General Laws of Massachusetts, the Compact shall remain in full force and effect as to all severable matters.

ARTICLE XVI: MISCELLANEOUS

A. Principal Office.

The principal office of the Compact shall be located at the Barnstable County Commissioners' Office, P.O. Box 427, Barnstable, MA 02630. The Governing Board may change the location of the principal office in accordance with Article III.

B. Compact Records.

The original, or attested copies, of this Agreement and records of all meetings of the Governing Board and members shall be kept in Massachusetts at the principal office of the Compact. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times for the inspection of any member or Representative for any proper purpose and as required by law. The records of the Compact shall be subject to the Massachusetts Public Records Act, G.L. c. 66, and shall be deemed public records, unless such records fall within the exemptions set forth in G.L. c. 4, §7, including exemptions for development of inter-agency policy and trade secrets or commercial or financial information.

C. Fiscal Year.

The fiscal year of the Compact shall begin on July 1st and end on June 30th, e.g. the same fiscal year as established by the General Laws for cities and towns in the Commonwealth.

D. Seal.

The seal of the Compact shall be a circular die with the name of the Compact around the periphery and the year and the date of establishment within.

E. Reports; Compliance with G.L. c. 40, §4A.

The Compact shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received. The Compact agrees that it will perform regular audits of such records separate and apart from audits conducted by the Compact's fiscal agent. Periodic financial statements shall be issued to all members. Compact officers responsible for this Agreement, or County officials to the extent treasury or other functions are delegated to them pursuant to Article VII(H) hereof, are to give appropriate performance bonds. To the extent applicable, if at all, any reimbursement for or contribution toward the cost of any work related to this Agreement shall be made at such intervals as provided in the Administrative Services Agreement or other applicable agreements. The Compact will comply with all other applicable provisions of G.L. c. 40, §4A.

The Compact shall also prepare a written annual report, in the format required by the Massachusetts Department of Public Utilities ("DPU") regarding the expenditure of energy efficiency funds for the previous calendar year. Such reports shall be filed with the DPU no later than August 1, unless filing or reporting requirements established by the DPU necessitate a different date, and posted to the Compact's web site within thirty days of submission to the DPU. In addition, the Compact shall periodically prepare written overviews of the Compact's program activities for each member for inclusion in its individual town annual reports.

F. Multiple Originals.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and all of such signature pages shall be read as though one and shall have the same force and effect as though all of the parties had executed a single signature page.

G. No Partnership or Joint Venture in Contracts with Third Parties; Limitation of Responsibility.

In carrying out its purposes as described herein, and in entry into any third party contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, neither the Compact nor any of its members shall be a partner or joint venturer with any third party. The relationship between the Compact (and/or its members) on the one hand and the other party(ies) to such contract on the other hand shall be that of buyer and seller or agent for the buyer and seller, as the case may be. Nothing therein contained shall be deemed to constitute the Compact (and/or its members) as a partner, agent or legal representative of any third party or to create a joint venture, agency or any relationship between the Compact (and/or its members) and any third party other than that of buyer and seller or agent for the buyer and seller, as the case may be. The Compact and its members have no responsibility to supply, distribute, transmit, meter, bill or otherwise provide electricity to any consumer and none is implied hereby or thereby. Nothing in this Article XVI(G) shall be construed as prohibiting the Compact from entering into a partnership or joint venture relationship with any organization in which it has a membership interest or affiliation, including the Cooperative.

H. Appendix.

The bylaws of the Compact shall be set forth in an appendix to this Agreement. The Compact's administrator may update and replace such appendix each time such bylaws are duly amended by the Governing Board without the necessity of further Governing Board approval.

AUTHORIZED AND AGREED TO BY:

Town of Barnstable

Town of Bourne

Town of Brewster

Town of Chatham

Town of Dennis

Town of Eastham

Town of Falmouth

Town of Harwich

Town of Mashpee

Town of Orleans

Town of Provincetown

Town of Sandwich

Town of Truro

Town of Wellfleet

Town of Yarmouth

Barnstable County

Town of Aquinnah

Town of Chilmark

Town of Edgartown

Town of Oak Bluffs

Town of Tisbury

Town of West Tisbury

County of Dukes County

**BYLAWS
OF
CAPE LIGHT COMPACT
Adopted March 25, 2009**

**Bylaw 1. *Shared Legal Representation Involving Members or Other Public Entities;
Official Duties of Compact Counsel.***

The purpose of this bylaw is to allow the Compact from time to time to retain counsel who may also represent its Members or other public entities in matters in which the Compact has a direct or substantial interest without violating G.L. c. 268A, Section 11(a) and (c). Such dual or common representation allows the Compact to pool resources for a common purpose, develop mutual interests, and preserve scarce Compact funds. Pursuant to this bylaw, the official duties of Compact counsel include, but are not limited to, representing Members or other public entities in: (i) administrative and judicial proceedings in which the Compact is also a party; (ii) contract negotiations or project development matters in which the Compact or its Members have an interest, and (iii) other matters in which the Compact has a direct or substantial interest, provided that in each instance, such dual or common representation would not cause a violation of rules governing attorney conduct. Compact counsel shall discharge such duties only when requested in writing by the Compact's Governing Board. Prior to making such a request, the Compact's Governing Board shall determine whether the interests of the Compact would be advanced by such dual or common representation and shall evaluate if actual or potential conflicts of interest exist. If any conflicts are identified, they shall be described in the written request. Counsel shall then make its own determination whether such dual or common representation would not cause a violation of rules governing attorney conduct.

DPU 4-1 Refer to the Compact's Plan at 17 (Section 6.2) and the Compact's responses to information request DPU 2-14. Please reconcile the Compact's information request response that the Compact will adjust the Operational Adder based on input from the Board through the annual budget process with the statement, in the Plan, that the Operational Adder is determined in a public process that includes public notice, a public hearing, and a weighted vote by Compact representatives. Identify [sic] who decides the amount of the Operational Adder.

Response

The intent of the statement regarding the Operational Adder in the first paragraph of Section 6.2 is to describe the initial process the Compact utilized to begin collection of an adder after Department approval of its Aggregation Plan in D.T.E. 00-47. By way of history, with respect to the Compact's initial Aggregation Plan, the Department held a public hearing in the Town of Barnstable on June 1, 2000 to review and take comment on the Compact's Aggregation Plan (which discussed the collection of a mil charge) and initial form of electric supply agreement (which included the collection of two separate Operational Adders). The Compact also published legal notices in the Boston Globe and the Cape Cod Times to provide public notice of the Aggregation Plan filing. The Department approved the Compact's Aggregation Plan in D.T.E. 00-47. In addition, in each subsequent Department proceeding to review a Compact electric supply agreement, the Department requested public comment on the Compact's filings, the Compact published legal notices in the Boston Globe and the Cape Cod Times to provide notice to the public and the Compact formally served notice on all of its member communities. The Department approved the Compact's form of electric service agreement in D.T.E. 04-32.

In this proceeding, seeking approval of revisions to the Compact's Aggregation Plan, the Department also held a public hearing in the Town of Mashpee on May 14, 2014 to review and take comment on the revisions to the Compact's Aggregation Plan (which discusses the collection of a mil charge (renamed as an "Operational Adder")). The Compact also published legal notices in the Boston Globe and the Cape Cod Times to provide public notice of the revised Aggregation Plan filing. In addition, the Compact held three additional public informational sessions, two on the Cape and one on the Vineyard, to provide an opportunity for the public to make inquiry regarding the proposed revisions.

The newly added text in Section 6.2 describes the process the Compact follows currently for setting budgets, and if required, to change the level of the Operational Adder.

Throughout a fiscal year, the Compact Treasurer presents, at each Compact Board meeting, a Treasurer's Report which provides an overview of the year-to-date revenues and expenses relating to the Compact's power supply and other Compact activities, *e.g.*, energy efficiency. When preparing a new Compact annual budget, the process begins with discussions by and between the Compact Board and Compact staff at regularly scheduled Compact Board meetings

that involve, among other things, a review of the prior year budget and projections for the coming year based upon input from the Compact staff. The amount of the Operational Adder is determined during this process and is based upon the projected expenses of the Compact, excluding energy efficiency activities, as reviewed and approved by the Compact Board.

As stated in Section 6.2 of the Compact's Aggregation Plan, any unreserved portion of the Operational Adder, shall not exceed: 1) the subsequent year's REC commitment; 2) the average of the previous three years' power supply operating budget; 3) the historical cost of procuring a new supplier should the existing contract terminate; and 4) adequate funds for REC contractual obligations such as escrow accounts and other sureties. Should the unreserved portion of the Operational Adder exceed the aforementioned needs, the excess would be used to offset the amount of the Operational Adder for the subsequent year.

This budget approval process also provides members of the public opportunity to provide comment. Every meeting of the Compact Board is publically noticed and provides the opportunity for public comment.

Final budget decisions, including the level of the Operational Adder, rest with the Compact Board.

Please refer to the Compact's response to DPU 2-3 for a discussion of the weighted vote process.

Witness responsible

Margaret T. Downey, Administrator, Cape Light Compact

The Attorney General asked:

AG 2-21 Please disclose whether the Cape Light Compact “plainly marks” all bills and payrolls done under the Cape Light Compact’s Inter-Governmental Agreement as required by G.L. c. 40, § 4A.

The Compact states:

Yes, Barnstable County plainly marks all bills and payrolls done on behalf of the Compact.

Please refer to the Inter-Governmental Agreement at Article XVI (E) (included in the response to AG question 2-19). Barnstable County provides administrative services to the Compact, pursuant to an Administrative Services Agreement (Attachment DPU 2-6, included below). Barnstable County maintains separate accounts for all Compact funds and these accounts are segregated from Barnstable County accounts/funds and “marked” Compact accounts.

ADMINISTRATIVE SERVICES AGREEMENT BETWEEN BARNSTABLE COUNTY AND CAPE LIGHT COMPACT

SECTION I. PREAMBLE

This Administrative Services Agreement ("Agreement") is entered into between Barnstable County ("the County") and the Cape Light Compact ("Compact"). The purpose of this Agreement is to allow the County to provide the Compact with a variety of administrative and financial services under the terms specified below.

Within this document, the terms "parties" refers to the County and the Compact.

SECTION II. INTERPRETATION

This Agreement is not intended to expand upon or alter any authority that the Compact has under the "Inter-Governmental Agreement of the Cape Light Compact" dated October 1, 1997 ("Inter-Governmental Agreement"), as amended from time to time, or any successor Inter-Governmental Agreement, nor expand upon or alter any authority that the County has under the Barnstable County Charter ("Charter"), St. 1988, ch. 163 or any successor Charter. This Agreement shall be interpreted to be in accordance with the Inter-Governmental Agreement, the Charter, the policies and procedures of the County, and other relevant provisions of the Massachusetts General Laws. If any terms of this Agreement shall be deemed in conflict with either the Inter-Governmental Agreement, the Charter, the policies and procedures of the County, or any provisions of the General Laws, this Agreement shall yield.

If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances, other than those to which it is held invalid, shall not be affected.

Funding provided by Barnstable County, through its General Fund and/or other County funds, for the purpose of providing staff and technical support to the Cape Light Compact shall be governed by the rules and regulations of Barnstable County, including the Barnstable County Charter and the Barnstable County Administrative Code, and shall not be subject to the terms and conditions of this Agreement.

SECTION III. MANAGEMENT OF COMPACT FUNDS

A. The parties agree that the County may set up a Cape Light Compact fund and act as fiscal administrator of any funds which may be due or owing to the Towns through the Compact (whether in the nature of payment, grants, financial contributions, or otherwise), provided, however, that the County shall segregate those funds from all other funds that it controls or maintains and shall hold those funds solely for the benefit of the Compact. The

County shall set up and maintain such accounts as may be necessary to properly segregate and account for any such funds received. For these purposes, the County shall act only as fiscal administrator and manager for the Compact, and shall not gain any right or title to such funds, other than interest earned thereon. The Compact agrees that, whenever necessary to carry out the intent of this paragraph, it shall instruct third parties to direct their payments to Barnstable County. The costs or fees associated with said accounts, if any, shall be deducted from account funds.

B. The parties agree that the County may draw upon or otherwise expend any of the funds which it has received pursuant to the provisions of the preceding paragraph to make payments on bills, debts and obligations of the Compact, provided that the Compact has duly authorized payment of such bills, debts or obligations in accordance with this agreement and that sufficient funds are available.

The parties agree that the County shall be reimbursed for any reasonable charges or expenses it incurs in carrying out the purposes of this paragraph, provided, however, that the County first presents to the Compact for its approval a summary of any such charges and expenses. Both parties agree that notwithstanding the foregoing, the County shall not be required to provide County funding to cover any shortfall of funds in Cape Light accounts were such to occur.

C. The County shall provide the Compact with reports on the Compact's financial status under this Section on a periodic basis, and as reasonably requested by the Compact. All books and records of the County relating to the activities of the Compact under this Agreement shall be available to the Compact for inspection. The County shall include a review of the Compact's funds in its annual audit.

SECTION IV. SERVICES TO BE PROVIDED BY THE COUNTY

A. The parties agree to the following process for the procurement of goods and services related to the Cape Light Compact.

1. The County will provide administrative services necessary for procuring goods and services on behalf of the Compact. The County, in its sole discretion, may designate one or more of its employees to serve as staff for the Compact and to provide the services set forth in this Agreement. The parties agree that the purchase of goods and services for the Compact shall comply with the County's procurement process. The purchase of goods and services on behalf of the Cape Light Compact with a value of \$1,000.00 or less shall be at the discretion of the County. The purchase of goods and services on behalf of the Compact with a value greater than \$1,000.00 but less than \$10,000.00 shall require the authorization of the Compact's Treasurer. The purchase of goods and services on behalf of the Compact with a value greater than \$10,000.00 shall require the authorization of the Compact's Governing Board.

2. The County shall have the authority to sign contracts on behalf of the Compact, provided that prior to signing any specific contract or contracts the Compact has duly authorized the County to sign on its behalf.
3. After being so directed by the Compact, the County shall prepare solicitation of quotes, Requests for Proposals ("RFP") or Invitations for Bids ("IFB") for goods and services on behalf of the Compact.

B. Nothing in this section shall be interpreted to limit the ability of the Compact or any member town to sign contracts in their own names.

C. Nothing in this Agreement shall be interpreted to limit the fiduciary responsibility and authority of the County Treasurer under Massachusetts General Laws, or local laws and ordinances.

SECTION V. RESPONSIBILITIES OF THE COMPACT

1. The Treasurer of the Compact shall review in a timely manner all purchase requisitions on behalf of the Compact with a value greater than \$1,000.00 but less than \$10,000.00. The Purchase of goods and services with a value greater than \$10,000.00 shall require the authorization of the Governing Board, consistent with the terms of the Intergovernmental Agreement.
2. The Governing Board shall authorize the County to execute contracts on its behalf.
3. The Compact authorizes the County to prepare solicitation of quotes or RFP or IFB for goods and services. The Compact agrees as part of this process to appoint a review or advisory committee where appropriate. The Compact shall approve all specifications for RFP and Bid documents. The Compact shall authorize the County to award Bids and RFPs on its behalf, subject to the conditions within this agreement.
4. Prior to submission of the County for payment, the Treasurer of the Compact, or his/her designee, shall approve all vendor invoices with a value greater than \$1,000.00 but less than \$10,000.00. Vendor invoices with a value greater than \$10,000.00 shall require the authorization of the Governing Board.

SECTION VI. NOTICES

All notices and other communications required by this Agreement or which are necessary in carrying out the terms of this Agreement shall be made:

To the County:

Barnstable County Commissioners
Attention: Margaret T. Downey
P.O. Box 427
Superior Courthouse
Barnstable, MA 02630

To the Compact:

Chairman
Cape Light Compact
P.O. Box 427
Superior Courthouse
Barnstable, MA 02630

Either party may specify a different address by sending notice as provided in this section.

SECTION VII. TERM OF AGREEMENT, TERMINATION AND MODIFICATION

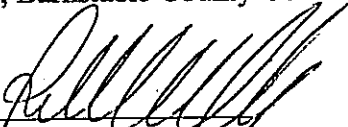
A. Both parties agree that the provision of County funds for the Cape Light Compact is subject to annual appropriation. In addition, the provision of administrative services by the County under this Agreement is subject to annual appropriation by the County.

B. This Agreement shall be effective as of the date that the last of the of the parties signs below, and shall continue in effect unless notice of termination is given by either party. A notice of termination shall be in writing, delivered to the other party pursuant to the "Notices" provisions above, and shall not take effect prior to three months after the date of receipt of said notice.

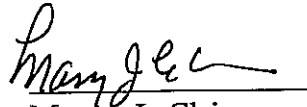
C. This Agreement may only be amended or modified by a written instrument signed by both parties.

Signed this 5th day of April, 2000,

By, Barnstable County Commissioners:



Robert A. O'Leary

Christine Dolen


Mary J. LeClair

Signed this tenth day of April, 2000, for the Cape Light Compact.


(NAME)


(TITLE)

The Attorney General asked:

AG 2-22 Please refer to the Cape Light Compact's from ESA provided in response to DPU 1-2. Please explain how the Cape Light Compact, as an unincorporated entity, that is not a legal person, may enter into an enforceable agreement with a third-party.

The Compact states:

The powers of the Compact can be found in the Inter-Governmental Agreement at Article II. For your convenience, Article II states:

ARTICLE II: POWERS OF THE COMPACT

The Compact shall have the following powers:

- a) to plan projects;
- b) to implement projects and/or conduct research;
- c) to negotiate contracts and other agreements, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct financial obligations on any member municipality or county (except for de minimis impacts by virtue of such member's participation in the Compact) until approved by such individual member municipality or county, as the case may be;
- d) to adopt an annual budget and to direct the expenditure of funds made available to the Compact by grant or contribution from public and private sector entities, or on account of any contract negotiated or administered by the Compact;
- e) to acquire property by gift, purchase or lease;
- f) to construct equipment and facilities;
- g) to apply for and receive grants, contributions and other such financial assistance from public and private sector entities or to receive amounts derived as a portion of the savings on, or as a surcharge, dedicated mills/kilowatt hour fee or other such charge as part of any electric energy purchase or similar contract negotiated and/or administered by the Compact and, as required herein, agreed to by each member municipality or county to be financially bound thereby;
- h) to apply for and receive funds derived from the state mandated system benefit charges and to use such funds in accordance with state law;
- i) to employ staff, consultants, attorneys, technical advisors and independent contractors;
- j) to adopt bylaws to govern its internal affairs;
- k) to reimburse persons who have advanced funds;
- l) to enforce agreements or otherwise prosecute claims on behalf of member municipalities and counties and coordinate their defense in any claim made against them relating to any agreement or other matter related to the Compact;
- m) to invest funds;
- n) to procure insurance;
- o) to obtain project-related financing through any mechanism such as the federal Clean

- Renewable Energy Bond program, and other financing options;
- p) to contract with an agent, including, without limitation, a regional government, to manage or accomplish any of its functions or objectives;
 - q) to enter into agreements with state, quasi-state, county and municipal agencies; cooperatives and private entities, all as is convenient or necessary to manage or accomplish any of the Compact's functions or objectives; and
 - r) to perform generally all acts which are necessary or convenient to implement the powers which are expressly or by necessary implication conferred upon the Compact and are not otherwise prohibited under any other provision of law.

The Attorney General asked:

AG 2-23 Please disclose the provisions in the Cape Light Compact's Inter-Governmental Agreement, if any, which grant the Cape Light Compact the power to sue and be sued.

The Compact states:

The power to sue and be sued is not among the Compact's specifically enumerated powers. By way of background, the Compact was originally formed in 1997 through an inter-governmental agreement pursuant to G.L. c. 164, §134, c. 25A, §6 and c. 40, §4A as a result of enactment of the 1997 Massachusetts Restructuring Act which enabled towns and cities to establish municipal aggregators to purchase power on behalf of all customers within such municipalities and to directly administer energy efficiency programs. The Compact now consists of Barnstable County, Dukes County and all of the twenty-one municipalities located within these counties on Cape Cod and Martha's Vineyard. The Compact's governing organizational instrument, its intergovernmental agreement (commonly referred to as the "IGA"), has many specifically enumerated powers, but the power to sue and be sued is not among them.

The Attorney General asked:

AG 2-27 Please list all Cape Light Compact staff that is involved in administering to Compact's aggregation, along with their annual salaries. As to each staff member so identified, please identify which portion, if any, of their annual salaries are drawn from funds generated by the operational adder.

The Compact states:

Please refer to the table below.

Last Name	First Name	Job Class Description	Annual Salary	% Operational Adder
WOLLENBURG	STEPHAN	SR PS PLNR	71,787.60	100%
AZULAY	GAIL	EE EMV ANL	86,880.96	0%
DEISHER	KIMBERLY	CSTMV SV C	52,020.00	0%
DUDLEY	MATTHEW	EE RES PRG	66,225.62	0%
GALLIGAN	KEVIN	EE PR MGR	50,025.27	25%
HENDERSON	LINDSAY	CEE DATA	66,791.30	25%
KANE	BRIANA	SR RES PC	76,159.47	0%
LOURA	KAREN	ADM AST I	48,561.76	25%
MARCHANT	VICKI	C&I PRG AN	77,806.83	0%
MILLER	MEREDITH	EECI PR MG	105,374.83	0%
MOFFITT	PHILIP	EE EMV PM	92,600.29	0%
SHIFLETT-FITTON	DEBORAH	ENGY ED CO	78,372.18	0%
SONG	MARGARET	EER PR MGR	114,062.88	0%
STOFFLE	KATHLEEN	CSTMV SV C	64,845.93	0%
VOUDREN	NICOLE	C&I PRG PL	82,821.79	0%
DOWNEY	MARGARET	ADMINISTRATOR	104,327.01	100%