

Cape Light Compact JPE Governing Board Meeting

DATE: Wednesday, June 14, 2023
LOCATION: Cape Light Compact Offices – Martha’s Vineyard Conference Room
261 Whites Path, Unit 4, South Yarmouth
TIME: 2:00 – 4:30 p.m.

Note: The meeting will be held as a hybrid meeting (in-person and through remote participation) pursuant to St. 2023, c. 2, which, among other things, extends the temporary provisions pertaining to remote meetings of public bodies under the Open Meeting Law to March 31, 2025. Members of the Public can join in by audio and follow along with Meeting Materials, see the information below. Written public comments should be submitted to Maggie Downey, Compact Administrator, at mdowney@capelightcompact.org by 2:00 PM on Tuesday, June 13, 2023, and should follow the public comment protocol below. Written public comments received after the June 13th deadline will be distributed prior to the Compact’s next Board meeting.

Telephone dial-in: +1 (646) 558-8656

Meeting ID: 851-9767-4959

Passcode: 903127

[Further instructions are attached to this agenda.](#)

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AGENDA

1. Public Comment
2. Approval of May 10, 2023, Compact Board Meeting Minutes
3. Chairman’s Report, Martin Culik
 - A. Final Report on April 5, 2023 Planning Meeting
Plans to Discuss Tactical Ideas Regarding Energy Efficiency – Energy Coaches in the Fall
4. Discussion and Potential Vote on Proposed Revisions to the Compact’s Aggregation Plan, Audrey Eidelman Kiernan, Esq..
5. Martha’s Vineyard Towns Resiliency and Affordability Program Income Eligible Ratepayer Assistance Initiative. Discussion and Potential Vote, Maggie Downey
6. Energy Efficiency Updates
 - A. Revised 2023 Energy Efficiency Surcharge Filing with the MA Department of Public Utilities, Margaret Song
 - B. Discussion and Potential Vote on Proposed Mid-Term Modification, Margaret Song
 - C. Summer Sizzler Offering, Briana Kane
7. Administrator’s Report, Maggie Downey
 - A. Discussion and Vote on Public Comment Protocols for Compact Meetings
 - B. CVEO Update
 - C. CLC Shirts for Board members
8. Board Member Update (Reserved for Updates on Member Activities the Chair Did Not Reasonably Anticipate Would be Discussed – No Voting)

**Chairman's Public Comment Protocols
for the June 14, 2023, Compact Governing Board Meeting**

The Chair, pursuant to his authority under G.L. c. 30A, § 20, and consistent with Chapter 20 of the Acts of 2021, § 20, announces the following protocols to assist the public in effective participation in the June 14, 2023 Compact Board meeting, where some Board Members, staff and members of the Public may be participating remotely:

1. Members of the public are welcome to address the Compact Board during the public comment section of the meeting or in writing.
2. Members of the public addressing the Compact Board at the meeting must state their name, and if appropriate the name of the organization the person is representing. Oral comments must be limited to three minutes.
3. Members of the public may also submit written comments. Written comments shall be submitted in writing to the Compact Administrator, Maggie Downey, at mdowney@capelightcompact.org by 2:00 PM on Tuesday, June 13, 2023. Written comments must include a person's name and, if appropriate, the name of the organization the person is representing. Public comments received after the June 13th deadline will be distributed prior to the Compact's next Board meeting.
4. Members of the public addressing the Compact Board may not use fighting words, slander, unreasonably loud or repetitive speech, or speech so disruptive of the Compact Board meeting that the deliberative process is substantially interrupted or impaired.
5. All public comments consistent with these protocols shall be included in the Compact's Board meeting packet.
6. Board members and staff cannot respond to public comments for topics not on the current agenda during the Board meeting. The Cape Light Compact Board may respond to comments either by putting them on the agenda of a subsequent meeting or by requesting the administrator or staff to respond to the comment.
7. Copies of the Board meeting packet shall be made available to members of the public on Wednesday, June 14, 2023, at the Cape Light Compact JPE's web site at www.capelightcompact.org. Documents exempt from disclosure pursuant to the Public Records Law or protected by the attorney-client privilege shall not be included.

**Cape Light Compact JPE
Governing Board
Meeting Minutes
Wednesday, May 10, 2023**

The Cape Light Compact JPE Board of Directors met on Wednesday, May 10, 2023, at 2:00 p.m. The meeting was held as a hybrid meeting (in-person and through remote participation) through a Zoom videoconference for members of the Board with audio call-in available for members of the public, pursuant to St. 2023, c. 2, which, among other things, extends the temporary provisions pertaining to remote meetings of public bodies under the Open Meeting Law to March 31, 2025.

Participating In-Person Were:

1. Robert Schofield, Executive Committee, Bourne
2. Colin Odell, Executive Committee, Brewster
3. Brian Miner, Chatham
4. Tom McNellis, Eastham
5. Gary Senecal, Eastham Alternate
6. Valerie Bell, Harwich
7. Martin Culik, Chair/Executive Committee, Orleans
8. David Jacobson, Orleans Alternate
9. Richard Elkin, Executive Committee, Wellfleet
10. Joyce Flynn, Vice Chair/Executive Committee, Yarmouth

Participating Remotely Were:

1. David Anthony, Secretary/Executive Committee, Barnstable
2. Timothy Carroll, Chilmark
3. Alan Strahler, Edgartown
4. Matt Patrick, Falmouth
5. Leanne Drake, Sandwich
6. Russ Hartenstine, Tisbury
7. Bob Higgins-Steele, Truro
8. Nicola Blake, West Tisbury

Absent Were:

1. Forrest Filler, Aquinnah
2. Brad Crowell, Dennis
3. Meghan Gombos, Dukes County
4. Matthew Patrick, Falmouth
5. Wayne Taylor, Mashpee
6. Peter Meleney, Oak Bluffs
7. Jarrod Cabral, Truro

Legal Counsel Participating Remotely:

Audrey Eidelman Kiernan, Esq., KO Law, P.C.

Staff Participation In-Person:

Maggie Downey, Administrator

Staff Participating Remotely:

Dan Schell, Senior Analyst - Retail and Demand Response
Lindsay Henderson, Senior Analyst – Small Business
Mariel Marchand, Power Supply Planner
Dave Botelho, Senior Data Analyst
Briana Kane, Energy Efficiency Program Manager
Margaret Song, Energy Efficiency Regulatory and Strategy Manager
Anneliese Conklin, Data Analyst
Meredith Miller, Energy Efficiency Analyst
Stephen McCloskey, Energy Efficiency Analyst
Laura Selmer, Energy Efficiency Analyst

Presenters/Guests:

Melva Deshmukh, NextEra Energy
Mary McMahan, SEA
Stephan Wollenburg, SEA

Public Participants:

Chris Powicki

Martin Culik called the meeting to order at 2:02 PM.

Public Comment:

No written comments were received in advance of the meeting and no members of the public were present for public comment.

APPROVAL OF MINUTES:

The Board considered the March 15, 2023 and April 5, 2023, Open Session and Compact Board March 15, 2023 Executive Session Meeting Minutes.

Richard Elkin moved the Board to accept the minutes and to release them, seconded by Valerie Bell.

| | | | |
|---------|-------------|------------|---------|
| David | Anthony | Barnstable | Yes |
| Robert | Schofield | Bourne | Yes |
| Colin | Odell | Brewster | Yes |
| Brian | Miner | Chatham | Abstain |
| Tim | Carroll | Chilmark | Yes |
| Tom | McNellis | Eastham | Yes |
| Alan | Strahler | Edgartown | Yes |
| Matt | Patrick | Falmouth | Yes |
| Valerie | Bell | Harwich | Yes |
| Martin | Culik | Orleans | Yes |
| Leanne | Drake | Sandwich | Yes |
| Russ | Hartenstine | Tisbury | Yes |

| | | | |
|---------|----------------|--------------|-----|
| Bob | Higgins-Steele | Truro | Yes |
| Richard | Elkin | Wellfleet | Yes |
| Nicola | Blake | West Tisbury | Yes |
| Joyce | Flynn | Yarmouth | Yes |

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

CHAIRMAN’S REPORT:

1. Chatham Board Member, Peter Cocolis Retirement

Martin Culik announced that two new board members have joined the Board. Brian Miner from Chatham is replacing Peter Cocolis who has retired and Nicola Blake is now the West Tisbury representative as Erik Peckar has resigned.

CONTINUED DISCUSSION AND POTENTIAL VOTE ON EARLY INCLUSION OF CLEAN PEAK STANDARD INTO POWER SUPPLY:

Melva Deshmukh from NextEra presented on the Clean Peak Standard (CPS). The Compact is exempt from the Clean Peak Standard until 2024 as the current Power Supply contract was signed in 2018 before the requirement to comply went into effect. The Clean Peak Certificates must come from resources in Massachusetts. Richard Elkin asked about Time of Use Rates and the status. Valerie Bell inquired if ratepayers would be paying more to cover the cost of these CPS Certificates and whether rates would increase for all ratepayers if these were to be applied. Maggie Downey said, yes rates would increase and that NextEra would be responsible for purchasing these certificates. If there aren’t enough Certificates available, then there is an Alternative Compliance Payment (ACP) that is made to the Department of Energy Resources (DOER) and these funds/payments are transferred to MassCEC. Matt Patrick brought up that there is a municipal utility in Tennessee that uses the internet to regulate their usage during peak times. Dan Schell reminded the Board that we have 2 Demand Response programs available now that customers can opt-in and be rewarded for their reduction of usage during peak times. Maggie Downey said that there isn’t an option for the Compact to only do this for half a year, so the Compact would need to cover a full year of certificates within 6 months, if the Board chooses to move forward with early inclusion. Mariel Marchand stated that the impact for 2024 would be 0.3 cents/kWh which would be less than doing it for 2024. The Board expressed that they were not interested in pursuing early inclusion for the remainder of 2023. Colin Odell stated that he would like to make sure that the ratepayers are notified that this added cost for compliance in 2024 is due to the law. Richard Elkin would like to know what the ACP money that is given to MassCEC is being used for. Maggie responded that there is no clearly identifiable program that the ACP payments are used for, but MassCEC appropriates funds consistent with their mission.

Leanne Drake left the meeting at 3:02 pm.

Tim Caroll left the meeting at 3:15 pm.

PRESENTATION ON RESULTS OF PHASE ONE CAPE LIGHT COMPACT 2025-2027 PLANNING SESSION:

Stephan Wollenburg reviewed the CLC-EE Priorities presentation and went through the results from the Cape Light Compact 2025-2027 Planning Session that was held by the Board on 4/5/23. David Anthony thought that the discussion around moderate income was getting people to participate, rather than the income verification process itself. Maggie Downey brought up that the Compact has Faith Community Environmental Network

(FCEN) and Vineyard Power that are out in the community trying to recruit customers to participate in the Compact's energy efficiency programs. Valerie Bell asked about staffing implications for the tactical suggestions and Maggie Downey responded that the Board will see the budget implications that would go with the tactical ideas. Colin Odell mentioned that building inspectors need more resources and education on new technologies such as heat pumps. There was discussion from the Board about what information/engagement is needed to share with the building inspectors. Valerie Bell brought up focusing on low usage buildings like churches, and seasonal businesses in addition to seasonal homes, as a tactical consideration. Based on the discussion Stephan Wollenburg informed the Board that he will make some adjustments to the summary slides.

PRESENTATION AND DISCUSSION ON MARCH 2, 2023 LETTER FROM THE MA DEPARTMENT OF PUBLIC UTILITIES REGARDING THE COMPACT'S AGGREGATION PLAN:

Audrey Eidelman Kiernan reminded the Board that the Compact has a revised Aggregation Plan (Plan) that was filed in late 2022 and approved by the DPU in February 2023. She stated that in March 2023, she received a call from the DPU about a complaint that had been received that the Compact's Plan did not contain a sufficient description of its current power supply offering. She then received a letter from the DPU Hearing Officer requesting that the Compact address 15 items identified by the DPU to update the Plan and make it more consistent with other more recently approved municipal aggregation plans. Audrey Eidelman Kiernan presented the proposed revisions to the Compact's Aggregation Plan and the Board's next steps. The Compact needs to respond to the DPU by June 30th. Maggie Downey will be asking for a Board vote on the updates at the June 14th meeting. Colin Odell asked for a blurb about these updates that Board Members could share at the respective Select Board meetings as an FYI.

ADMINISTRATOR'S REPORT:

1. JPE Quorum Requirements

- a. The remote meeting authorization was extended by the Legislature through 2025.
- b. Maggie Downey noted that under the original quorum provisions in the Joint Powers Agreement the Compact did have difficulty convening a meeting under the quorum requirements, so meetings were noticed as both an Executive Committee meeting and meeting of the full Governing Board so that the Compact could take action on necessary/pressing items. Maggie Downey noted that the Compact amended its Joint Powers Agreement to change the quorum requirements in July 2021 such that a quorum to convene is attained when the majority of members of the Executive Committee is physically present; however, in order for the Compact to *take action*, additional members of the Governing Board equal to or greater than a majority must be in attendance, remotely or in person.

2. Cape Light Compact 2022 Municipal Aggregation Report to the MA Department of Public Utilities

- a. The Report has been posted to the Compact's website.
3. Maggie Downey told the Board that they could share the letter on American Rescue Plan Act (ARPA) funds with Select Boards.
4. There is an Electric Vehicle Car Show occurring on Saturday 6/3 at the Hyannis Transportation Center.
5. The EPA Solar Funds from the Inflation Reduction Act (IRA) will be going to the states to administer.

BOARD MEMBER UPDATE:

Joyce Flynn mentioned that there are climate events that are being organized by state representatives and will send Maggie Downey the information to share with the Board. Joyce Flynn mentioned that a plan has almost been put in place to make customers whole who were involved in the Solarize Plus Program in Yarmouth.

ADJOURNMENT:

Motion to adjourn made at 4:41 PM moved by Robert Schofield, seconded by Colin Odell.

| | | | |
|---------|----------------|--------------|----------------------|
| David | Anthony | Barnstable | Yes |
| Robert | Schofield | Bourne | Yes |
| Colin | Odell | Brewster | Yes |
| Brian | Miner | Chatham | Yes |
| Tim | Carroll | Chilmark | Left meeting at 3:15 |
| Tom | McNellis | Eastham | Yes |
| Alan | Strahler | Edgartown | Yes |
| Matt | Patrick | Falmouth | Left meeting at 4:15 |
| Valerie | Bell | Harwich | Yes |
| Martin | Culik | Orleans | Yes |
| Leanne | Drake | Sandwich | Left meeting at 3:02 |
| Russ | Hartenstine | Tisbury | Yes |
| Bob | Higgins-Steele | Truro | Yes |
| Richard | Elkin | Wellfleet | Yes |
| Nicola | Blake | West Tisbury | Yes |
| Joyce | Flynn | Yarmouth | Yes |

Motion carried in the affirmative (13-0-0)

Respectfully submitted,

Lindsay Henderson

LIST OF DOCUMENTS AND EXHIBITS:

- Meeting Notice/Agenda
- March 15, 2023, Draft Open Session Meeting Minutes
- March 15, 2023, Draft Executive Session Meeting Minutes
- April 5, 2023, Draft Open Session Meeting Minutes
- Presentation – Clean Peak Standard
- Presentation – CLC-EE Priorities
- Revised Aggregation Plan Filing Redline Response to DPU 3-22 Letter Request



Cape Light Compact 2025-2027 Energy Efficiency, GHG Plan Priorities

Sustainable Energy Advantage, LLC

May 11, 2023

Background

- In preparation for the development and filing of its 2025-2027 Energy Efficiency and Greenhouse Gas Reduction Plan, the Compact retained Sustainable Energy Advantage, LLC (SEA) to facilitate board discussions
- SEA facilitated a brainstorming and prioritization exercise at the Board's April 6, 2023 meeting
- SEA compiled key themes and strategies from this meeting, which were then reviewed by the Compact Board at its May 10, 2023 meeting
- This document captures the discussion and sense of the Board from these meetings and is intended to document the Board's guidance to Compact staff as they develop the 2025-2027 filing
- The Board also discussed broader strategic priorities, outside of the energy efficiency framework – these are not addressed in this document





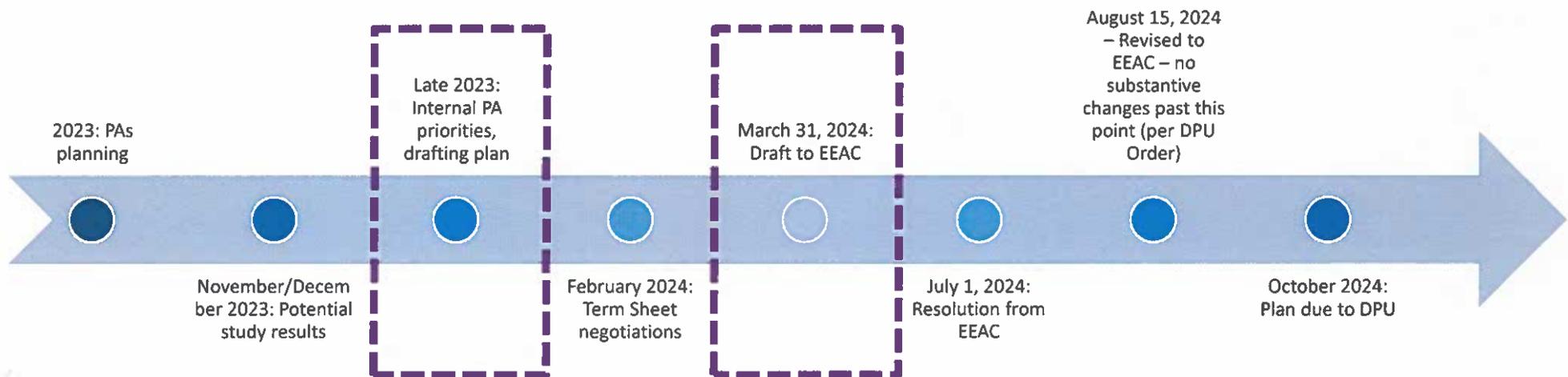
2025-2027 Greenhouse Gas Reduction and Energy Efficiency Plan

Priorities & Potential Enhancements



2025-2027 Plan Timeline

- Initial draft due to EEAC March 31, 2024; likely not possible to introduce new enhancements after this draft
- Given this schedule and the need to support (and potentially study) proposed new enhancements, priorities to be considered for inclusion in the Compact's 2025-2027 Plan from the Compact Board must be finalized promptly (end of CY 2023 at the latest)



Incorporating Board Discussion Into Planning Process

Proposal for Compact Staff to respond to Board discussion:

- Strategic Priorities
 - Expectation is that these priorities would need to be explicitly addressed in the 2025-2027 plan filing, and approved by the DPU
 - Compact staff will respond to Board feedback by developing specific proposals for inclusion in 2025-2027 plan filing; Compact staff may also suggest legislative or other approaches to these priorities
 - Board would review and approve as a part of their overall approval of the 2025-2027 filing
- Tactical Ideas
 - Some ideas may need to be included in the plan, others may be implementable without plan language
 - Compact staff will consider Board recommendations, and respond back to the Board with their recommendations as to whether to include in the 2025-2027 plan filing
- Ideas discussed but determined to not fit well within energy efficiency framework
 - To be revisited during discussions of priorities for Compact operating budget



Themes from Discussion of Strategic Organizational Strengths & Opportunities

Key themes from Board Facilitated Discussion

Strategic Priorities

Board Expects to See Reflected in 2025-2027 Filing

- Revisiting income verification and threshold
- Fuel blind service
- Expanding CVEO, incentives for solar paired with electrification
- Partnerships, awareness, coaching

Tactical Ideas

Board Requests CLC Staff Consider

- Engaging building inspectors
- Improving weatherization conversion rates
- Potential differentiation in offers for seasonal homes

Items discussed but agreed not a good fit for EE framework

- Solar-only incentives – Solar-related incentives, solar canopies, carports
- Alternative vehicle electrification – EV chargers, electric buses/boats/public transit

Strategic Priorities

Board indicated that it expects these priorities to be reflected in the 2025-2027 Plan



Income Verification and Income Thresholds

Strategic Priority

- **Background**
 - Currently, the Compact and other PAs offer income-based incentives, for income eligible/low-income customers and moderate-income customers
 - Threshold for low income (at or below 60% of state median income) based on statute
 - Current moderate-income range is 60-80% of state median income – this is not tied to statute
 - Acknowledgement that income verification process can be a burden as well, though the Compact has already made many improvements here
 - Board discussion highlighted that the economic realities of residents of the Cape and Vineyard are different from other parts of the state
 - Board discussion also highlighted the importance of ensuring that hard-to-reach/hard-to-serve customers are aware of income-based programs
- **Sense of Board: expand access to moderate income programs, both by revisiting the current moderate-income threshold and by exploring further improvements to the verification process**

Fuel-Blind Service to Customers

Strategic Priority

- **Background**
 - Historically, the Compact has provided all applicable efficiency services to electric customers, regardless of their heating fuel
 - Other Program Administrators assign lead on serving a customer based on their heating fuel (e.g., gas customers served by gas PA, other heating fuels served by electric PA)
 - Consistent with DPU's requirement in the last three-year plan Order, the Compact has stopped serving mutual customers of the Compact and National Grid
 - Result is that customers may in the Compact's territory may not be able to access Compact-specific incentives if they heat with gas
 - Board discussion emphasized that this approach is most consistent with greenhouse gas reduction
- **Sense of Board: majority interest in advocating to be able to resume serving market rate (non-low-income) customers on a fuel blind basis**

Expanding CVEO/Solar Plus Electrification

Strategic Priority

- **Background**

- Cape and Vineyard Electrification Offering offers income-qualified customers solar, storage, and heat pumps
 - It was rejected by the DPU several times, and finally approved after a legislative remedy that effectively expressly permitted CVEO
- The current offering is limited to 100 customers
- 2022 Climate Act language (referenced above) enables “programs that combine efficiency and electrification with renewable generation and storage”

- **Sense of Board: interest in expanding upon CVEO model**

- Could include additional customers served through original model
- Potential expansion to non-income qualified customers
- Sensitive to cost implications – any expansion should consider ways to minimize costs, including excluding storage from the offering; could also include not offering additional incentives, but focusing on reducing barriers to adoption, friction

Partnerships, Awareness, and Coaching

Strategic Priority

- Background
 - The Compact, in addition to other Program Administrators have served “low-hanging fruit” → now, reaching additional customers increasingly challenging (and potentially expensive)
 - Some customers may struggle with making decisions related to efficiency, electrification measures
 - Board interest in engaging energy coaches, volunteers to both promote programs/incentives and help customers navigate programs/incentives
 - Complexity of programs, technical nature of building energy makes use of volunteers challenging
- **Sense of Board: interest in expanding upon CVEO model**
 - Board expressed interest in Compact better enabling energy committees, other volunteers to promote Compact programs (including connecting customers with appropriate resources, such as Compact staff and vendors)
 - Could include connecting Compact Board members with monthly reports, materials, etc.
 - Could also include additional partnerships with other organizations

Tactical Ideas

Board requested CLC Staff consider



Tactical Ideas (1)

Tactical Ideas

Engaging building inspectors

- Building inspectors both enforce codes and regularly interact with contractors and building owners on critical energy-related decisions
- Statewide programs do provide training to code enforcement officers on new energy codes
- Still, interest in broader engagement, including increasing familiarity/comfort with new technologies and encouraging participating in energy code trainings

Improving weatherization conversion rates

- Board emphasized weatherization is still foundational for Compact's energy efficiency work
- Some structural (e.g., knob and tube wiring, atypical home construction, etc.) and some process-based (e.g., wait times) barriers to weatherization
- Compact has above average weatherization conversion rates and has made significant efforts to address weatherization barriers
- Still, Board interested in further improvements, incl. for timber frame, and other non-traditional construction types

Addressing seasonal homes

- Acknowledgement that there are multiple ways to define – homes rented out, homes not rented, but only occupied seasonally, etc.; **could also include other low occupancy/use buildings (e.g., churches)**
- Serving these homes with some measures can hurt cost-effectiveness, as they may not be heating their homes in the winter
- **Board and staff discussed importance of quantifying these buildings, to inform strategies and to help inform realistic savings goals**
- Did not reach consensus on *what* the differentiation should be, but Board sense that different incentives and strategies (incl. non-financial) for seasonal homes should be considered

Discussed but To Be Omitted from 3YP

Not good fit for EE
framework

- I. Solar-only incentives, e.g., for solar carports

- II. Alternative vehicle electrification – EVSE and incentives for, electric buses/boats/other transportation

Recap

Strategic Priorities

Board Expects to See Reflected in 2025-2027 Filing

- Revisiting income verification and threshold
- Fuel blind service
- Expanding CVEO, incentives for solar paired with electrification

Tactical Ideas

Board Requests CLC Staff Consider

- Energy coaches, marketing
- Engaging building inspectors
- Improving weatherization conversion rates
- Potential differentiation in offers for seasonal homes

Next Steps

Next Steps

- Compact staff will consider priorities in this document and develop specific proposals and recommendations based on this feedback
- Board will ultimately vote on plan before it is submitted
- Strategic priorities outside of the energy efficiency framework to be subject of future Board meeting, likely in the fall of 2023



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Mary McMahon

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**Agenda Action Request
Cape Light Compact
Meeting Date: 6/14/2023**



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

Proposed Administrative Compliance Revisions to the Cape Light Compact JPE Aggregation Plan

REQUESTED BY: *Maggie Downey*

Proposed Motion(s)

I move the CLCJPE Board of Directors approve the revisions to the Compact's Aggregation Plan as presented in the Board Meeting Packet, as further revised or amended by consensus of the Board during deliberation thereon, subject to form or other scrivener's revisions, and direct staff to work with legal counsel to prepare submittal documents for the Department of Public Utilities on or before June 30, 2023.

The Compact Administrator is authorized and directed to take all actions necessary or appropriate to implement this vote, and to execute and deliver all documents as may be necessary or appropriate to implement this vote.

Additional Information

On March 2, 2023, the Department of Public Utilities (DPU) issued a letter request to the Cape Light Compact JPE (Compact) seeking certain revisions to the Compact's Aggregation Plan (Plan) in order to: (1) provide clarification; (2) support consumer education; and (3) bring the Plan in line with more recent DPU precedent. The revisions are administrative and do not require the Compact to change its operations or to undergo any adjudication of the revisions with the DPU. At the Compact's May 10, 2023 Governing Board meeting the Compact reviewed the specific revisions to the Plan. Following the discussion a summary of the revisions was sent to all Board members on May 15, 2023 to share as needed with their appointing authority.

Record of Board Action

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

6-8-23 Draft

CAPE LIGHT COMPACT AGGREGATION PLAN

As revised by
DPU 14-69, Order dated
May 1, 2015; DPU 17-
95, Advisory Ruling
dated December 29,
2017; ~~and~~ DPU 14-69-B
Order dated December 2,
2022; and DPU 17-95,
March 2, 2023 Letter
Request

~~December-June 30, 2022~~2023

FOREWORD

Commented [AEK1]: Compact Consideration do you wish to incorporate a new 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 its governing instrument, a joint powers agreement entered into pursuant to G.L. c. 40A, §4A ½ (the “Joint Powers Statute”). The Compact was initially organized under an inter-governmental agreement adopted by the Compact members in 1998 and that document guided the Compact after its initial implementation of universal generation service on an opt-out basis. The Compact reorganized as a joint powers entity, the Cape Light Compact JPE, effective July 1, 2017.

The original joint powers agreement was dated as of April 12, 2017, and was executed by duly authorized officers of all twenty-one of its municipal members (along with Dukes County, collectively the “Members”) pursuant to votes, resolutions or other authorizations of their boards of selectmen in accordance with the Joint Powers Statute. The joint powers agreement is reviewed by the Compact Board on a regular basis, and was most recently amended and restated on December 13, 2017 (the “Joint Powers Agreement”) by vote of the Compact Board and was executed in accordance with its amendment procedures. 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 Joint Powers Agreement in accordance with the terms of such agreement.

The current Aggregation Plan incorporates a broad overview of current operations and practices, but also preserves 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 Joint Powers 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 a regional intergovernmental entity.

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. In addition, after receipt of an Advisory Ruling from the DPU in December 2017 regarding the Compact's internal reorganization to a joint powers entity, the Compact updated the organizational structure and related references in the Aggregation Plan as recommended by the Advisory Ruling.

Sincerely,
Joyce Flynn
Chair
January 2018 (revised January 2018)

Purpose of the Aggregation Plan

The Cape Light Compact JPE (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 was originally 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 in 2013 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 |

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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 G.L. c. 40A, §4A1/2 (the "Joint Powers Statute"). Its governing instrument is a joint powers agreement as required by the Joint Powers Statute. The original joint powers agreement was dated as of April 12, 2017, and was executed by duly authorized officers of all twenty-one of its municipal members (along with Dukes County)

pursuant to votes, resolutions or other authorizations of their boards of selectmen in accordance with the Joint Powers Statute.¹

The joint powers agreement is reviewed by the Compact Board on a regular basis, and was amended and restated on December 13, 2017 (the "Joint Powers Agreement") by vote of the Compact Board and was executed in accordance with its amendment procedures. Membership provides voting rights (limited for counties as they are not municipal aggregators) and inclusion for planning, analysis, and participation in Compact programs. The organization relies on the existing structure of local and county government and from time to time, agreements between government agencies.

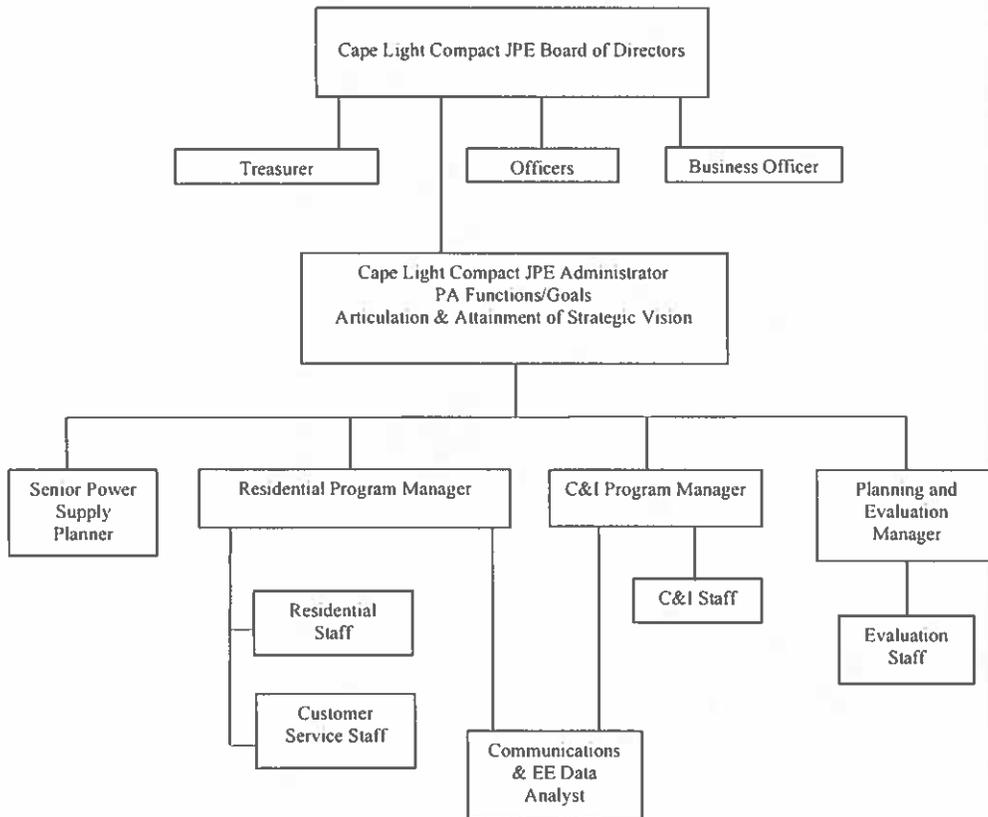
The Compact Governing Board is made up of one representative appointed by each of the members, as well as an alternate representative that each member may appoint. The term of each Compact Governing Board member varies depending upon the member town/county. Presently, there are some members serving a 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 Joint Powers Agreement.

At its first meeting following the end of each calendar year, the Compact Governing Board elects a chairman, vice chairman, 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. In accordance with the Joint Powers Agreement and the Joint Powers Statute, each year the Governing Board also appoints: (1) a treasurer who may be a treasurer of one of the Compact's municipal members (however, no Compact Director or other employee of the Compact is eligible to serve concurrently as treasurer); and (2) a business officer who may be a city auditor, town accountant or officer with similar duties, of one of the Compact's municipal members.

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.

¹ Barnstable County was a member of the Compact as originally constituted and is eligible for membership in the Cape Light Compact JPE.

CAPE LIGHT COMPACT JPE 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 original Joint Powers 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 county members. (The list of current representatives is available on the Compact's website at www.capecompact.org.)

Unit Four: Procurement; Service Providers

The Compact procures all basic goods and services, i.e. office supplies and equipment, consistent with Massachusetts General Laws. The Compact's Chief Procurement Officer ("CPO"), appointed by the Governing Board, also 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 accordance with the Joint Powers Agreement, the Governing Board may appoint or engage one or more service providers to serve as the Compact's administrative, fiscal or operational agent. A municipal member of the Compact may also contract with the Compact to be a service provider.

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 executed by the Compact and may, from time to time, be executed and/or administered by a service provider engaged by the Compact.

2.2 Program Operations

The Compact's operations are guided by the provisions and goals, policies and purposes contained in the Joint Powers Agreement, and the instructions and decisions of the Compact Governing Board, Boards of Selectmen, Town Council, and consumers.

The Compact's goals, policies and purposes are set forth in the Joint Powers Agreement, as may be amended from time to time, as follows:

Power Supply Goals, Policies and Purposes:

- 1) To provide the basis for aggregation of all consumers on a non-discriminatory basis;
- 2) To negotiate the best terms and conditions 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, 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;
- 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, Policies and Purposes:

- 1) To administer an energy efficiency plan that advances consumer awareness and the adoption of a wide variety of energy efficiency measures and that also utilizes and encourages demand side management, all through contract provisions, demonstration projects and the use of state mandated system benefit charges for energy efficiency and other related charges and funds;
- 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 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. In addition, there is no guarantee of savings from participating in the Power Supply Program in comparison to the Basic Service offered by the Local Distribution Company. 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 Joint Powers 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

[INTENTIONALLY OMITTED]

2.3.2 Renewable Energy Options

The Compact's standard offering for the Power Supply Program meets all of the state mandated renewable energy certificate ("REC") requirements. The Compact, at the direction of the Governing Board, may also include RECs above the state requirements. In doing so, the Compact, through its supplier, matches Compact customers' annual electricity usage above the mandated state requirements with additional, "voluntary" RECs. The percentage above the state requirements and the REC type (e.g., Massachusetts Class 1, North American Wind, etc.) may vary. The Compact ensures there is a public discussion in setting the amount of voluntary renewable energy to include in the standard offering. The Compact Governing Board obtains input from the Compact staff, the public and energy industry experts before making a final determination. Compact staff may also undertake information gathering sessions within the Compact's member municipalities to obtain input regarding customers' desired renewable energy content. The Governing Board considers factors such as bill impacts, policy goals, and additionality when deciding the voluntary REC content included in the standard offering. The Governing Board considers and determines the voluntary renewable energy content for each ESA entered into by the Compact. A full description of the renewable energy content of the Compact's standard offering is available on the Compact's website at <https://www.capecompact.org/power-supply/>.

The Compact also offers an opt-in green power program option to customers called Cape Light Compact Local GreenSM.² Cape Light Compact GreenSM is a REC-based product. This is a power supply option for customers that specifically want to support local, New England-based renewable energy resources, including resources located on Cape Cod, by matching 50% or 100% of their annual electricity usage with Massachusetts Class 1 RECs. Customers that enroll in Cape Light Compact Local GreenSM receive all-requirements power supply through the same contract ESA that governs the provision of energy to all customers in the Compact's aggregation in addition to Massachusetts Class 1 RECs matching their annual electricity usage with their chosen percentage (50% or 100%) proportional to their consumption. The Compact is responsible for purchasing RECs for Cape Light Compact Local GreenSM. The price for Cape Light Compact Local GreenSM is set by the Compact. The following is a summary of how Cape Light Compact Local GreenSM RECs are purchased and how customers participate in Cape Light Compact Local GreenSM:

- a) In procuring RECs for Cape Light Compact Local GreenSM, the Compact focuses on-

² The Compact may choose to suspend or terminate this program from time to time in the event that it elects to offer the same or a similar product as part of its standard offering under the Power Supply Program a higher percentage of renewable energy than required under the Massachusetts Renewable Portfolio Standard.

~~long-term contracts with local projects, ensuring stable premiums and promoting local renewable energy projects by purchasing RECs generated by New England-based 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~~ local projects located on Cape Cod or Martha's Vineyard, 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 Local 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 Local 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 Local 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”)

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.capeandvineyardcompact.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, 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 Barnstable and Dukes 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 presents, at each Compact Board meeting, a Treasury 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.

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.

The Compact will also notify the service list in the DPU docket that contains the Compact's most current municipal aggregation plan approval and the Director of the DPU's Consumer Division ninety (90) days prior to a planned termination of the Power Supply Program. The Compact will include copies of all media releases, website postings and all other communications the Compact intends to provide to customers regarding termination of the Power Supply Program.

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 Joint Powers 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.

Consumers are responsible for requesting any exemption from the collection of any applicable tax associated with participation in the Power Supply Program by calling the toll-free number operated by the Compact’s supplier for Compact customers and obtaining directions for how to submit to the Compact’s Supplier the documentation necessary for the Compact’s supplier to process the exemption. Consumers are responsible for applying for and obtaining sales tax exemption documentation from the Department of Revenue and submitting this documentation to the Compact’s supplier. Consumers are also responsible for renewing or updating tax exemption certificates as required by law and submitting any such renewed or updated documents to the Compact’s Supplier.

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 Joint Powers 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. Customers will have the right to opt-out of the Power Supply Program at any time.

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.

DPU has defined the eligibility criteria for customers seeking access to municipal aggregation programs and has determined that eligible customers include: (1) Basic Service customers; (2) Basic Service customers who have indicated that they do not want their contact information shared with competitive suppliers for marketing purposes; and (3) customers receiving Basic Service plus an optional green power product that allows concurrent enrollment in either Basic

Service or competitive supply. DPU has excluded the following customers from automatic enrollment in municipal aggregation programs: (1) Basic Service customers who have asked their electric distribution company to not enroll them in competitive supply; (2) Basic Service customers enrolled in a green power product program that prohibits switching to a competitive supplier; and (3) customers receiving competitive supply service. New eligible customers in the service territory will be initially placed on Basic Service. They will then receive an opt-out notice and will be enrolled in the Power Supply Program unless they choose to opt out within the initial opt-out period. Such customers will have the right to opt-out of the Power Supply Program at any time.

8.0 EQUITABLE TREATMENT OF ALL CLASSES OF CUSTOMERS

All customers will be treated equitably. All customer classes are subject to the same terms and conditions. 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.

From time to time, the Compact's member municipalities (acting individually or collectively) may choose to offer discounted pricing to all low-income customer classes within the municipality in connection with a program or project authorized by the municipality (e.g., as part of state or other similar programs intended to assist low-income customers lower their economic energy burden). A description of any such program or projects will be available on the Compact's website at <https://www.capelightcompact.org/power-supply/>.

The following charts outline the enrollment and pricing process for customers.

Enrollment Scenario

Eligible customers at Power Supply Program launch

Enrollment Procedures

All Customers

An opt-out letter will be mailed to all eligible customers at Power Supply Program launch. After the completion of the 30-day opt-out period, inclusive of mailing, the Compact's supplier will enroll all eligible customers who did not opt out.

New eligible customers identified after Power Supply Program launch

All Customers

An opt-out letter will be mailed to all identified new eligible customers. After the completion of the 30-day opt-out period, inclusive of mailing, the Compact's supplier will enroll all eligible customers who did not opt out.

Customers who opted out and later want to enroll

All Customers

Customers may enroll by contacting the Power Supply Program toll-free customer support number, the Compact, or the Compact's supplier.

Customers on third party supply at Power Supply Program launch who want to enroll in the Power Supply Program after their supply contract ends

All customers enrolled in the Power Supply Program at the start of a supply term under a new ESA, including any customers currently on market-based prices.

Enrollment Scenario

Eligible customers at Power Supply Program launch

New eligible customers identified after Power Supply Program launch

Customers who opted out and later want to enroll

Customers on third party supply at Power Supply Program launch who want to enroll in the Power Supply Program after their supply contract ends

All Customers

Customers may enroll by contacting the Power Supply Program toll-free customer support number, the Compact, or the Compact's supplier.

All Customers

Prior to the effective date of a price change under a new ESA, Power Supply Program participants will be informed through postings on the Compact's website, media releases, social media, and newspaper advertisements of the new price, the renewable energy content, and applicable basic service rate. Customers enrolled in the standard opt-out product shall be notified that they will be re-enrolled in the new standard product unless they opt out. Customers enrolled in an optional opt-in product that will change voluntary renewable content will be informed that they must affirmatively re-enroll in the new optional product (or affirmatively enroll in the standard product or other optional product) or they will be returned to basic service.

Enrollment Pricing

All Customers

Power Supply Program pricing for all product offers.

All Customers

Power Supply Program pricing for all product offers.

All Customers

Market-based price based on then-current wholesale prices and supplier costs at the time the customer wants to enroll. The competitive supplier will provide a market-based price that is fixed for the remainder of the current ESA or the current pricing term under the ESA.

All Customers

Market-based price based on then-current wholesale prices and supplier costs at the time the customer wants to enroll. The competitive supplier will provide a market-based price that is fixed for the remainder of the current ESA or the current pricing term under the ESA.

All customers enrolled in the Power Supply Program at the start of a supply term under a new ESA, including any customers currently on market-based prices.

All Customers
Power Supply Program pricing for all product offers.

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 Joint Powers 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 12.2 below.

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 will be notified by the Local Distribution Company of any other charges, including reconciling charges, that may be assessed upon opting out.

Customers that have opted out of the Compact's Power Supply Program may opt back in, but the Compact's current ESA 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. The price charged to returning customers must be a market-based rate. 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. However, upon the start of the next ESA term, or the next pricing period under the ESA, any such customer having opted back in to the Power Supply Program will receive the ESA rate for all existing customers.

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

Compact provides a link to this tariff provision on its website at <https://www.capelightcompact.org/power-supply/> and undertakes an annual review to ensure the Compact is linking to the most current tariff.

~~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

Commented [AEK2]: Note DPU is considering whether this statement is sufficient or may need tweaking to address the following requests in DPU's letter

Request #5: "State that the municipality shall not enter into any electric services agreement with a competitive supplier unless it is fully consistent with its Department-approved Plan and Department directives."

Request #6: "Include a statement that the municipal aggregation program will satisfy all notice requirements established by the Department for price and product changes, including any timing and mailing requirements."

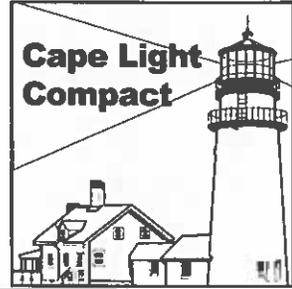
accurately describing the primary operations of the Compact's aggregation. Prior to filing a revised plan with the DPU, the Compact will consult with DOER, submit the revised plan for review by its citizens, and obtain all necessary approvals. Beyond these circumstances, however, the Compact will not 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 Joint Powers Agreement.

15.0 ADDITIONAL ACCESS INFORMATION

The Compact offers certain accommodations and customizations for customers with limited English proficiency or disabilities that are looking for information about the Power Supply Program. The Compact includes a language access document with each opt-out notice mailed to customers in the service territory. The document informs customers in multiple languages of the importance of the notice and directs them to the Compact website and the toll-free information number maintained by the Compact's supplier for additional information. The Compact's web page describing the Power Supply Program is available in Spanish and Portuguese in addition to English. These specific translations are tailored to the demographics of the Compact's service territory. From time to time the Compact may translate additional Power Supply Program information on other Compact web pages in Spanish and Portuguese. The Compact is committed to ensuring equitable access to the Power Supply Program and may expand the scope of its translation services to include providing a translated opt-out notice on its website, translation services through the call center, and others.

The Compact's public education and customer outreach efforts are communicated in print and audio formats to provide access to both the hearing and visually impaired. Additionally, to the extent feasible, the Compact holds public education events in accessible spaces, or, in the alternative, provides the information on its website.

**Agenda Action Request
Cape Light Compact
Meeting Date: 6/14/2023**



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

**Martha’s Vineyard Towns Resiliency and Affordability Program
Income Eligible Ratepayer Assistance Initiative**

REQUESTED BY: *Maggie Downey*

Proposed Motion(s)

I move the CLCJPE Board of Directors: (1) support participation by the Compact member towns of Aquinnah, Chilmark, Edgartown, Oak Bluffs, Tisbury and West Tisbury in the Resiliency and Affordability Program Income Eligible Ratepayer Assistance Initiative (“Initiative”) offered by Vineyard Power to deliver electricity bill savings in the form of a discounted power supply rate to all low-income customers taking service from each town; and (2) authorize the Compact to enter into agreements with Vineyard Power and the Compact’s supplier necessary to implement the towns’ participation in the Initiative.

The Compact Administrator is authorized and directed to take all actions necessary or appropriate to implement this vote, and to execute and deliver all documents as may be necessary or appropriate to implement this vote.

Additional Information

The Compact’s member towns on the Vineyard are proposing to offer electricity bill savings to all low-income customer classes within their respective towns. Funding for the Initiative comes from community benefit agreements Vineyard Power has in place with Vineyard Wind. Any administrative costs of the Compact or its supplier associated with implementation of the Initiative will be paid for with the donated funds. The Compact’s administrative amendments to its Aggregation Plan to be filed on or before June 30, 2023 recognize that the Compact’s member municipalities (individually or collectively) may seek to offer discounted pricing to all low-income customer classes within the municipality in connection with a program or project authorized by the municipality. The Selectmen in the towns of Aquinnah, Tisbury and West Tisbury voted to support the Initiative. The towns of Chilmark, Edgartown and Oak Bluffs are scheduled to vote at their next scheduled June meeting.

Record of Board Action

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

**Agenda Action Request
Cape Light Compact
Meeting Date: 6/14/2023**



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- Yarmouth

Energy Efficiency Budget Mid-Term Modification Request

REQUESTED BY: *Maggie Downey*

Proposed Motion(s)

I move the CLCJPE Board of Directors approve the proposed mid-term modifications to the Compact's 2022-2024 Three-Year Energy Efficiency Plan (Plan) as presented in the Board Meeting Packet, subject to any necessary final data and quality control revisions, and direct staff to work with legal counsel to prepare and submit the mid-term modification request to the Department of Public Utilities.

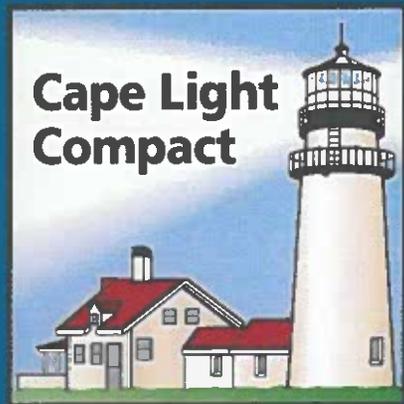
The Compact Administrator is authorized and directed to take all actions necessary or appropriate to implement this vote, and to execute and deliver all documents as may be necessary or appropriate to implement this vote.

Additional Information

See attached presentation.

Record of Board Action

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



*Your Trusted, Local
Energy Resource*

Regulatory Update

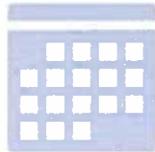
2023 Mid-Term
Modification
(MTM) and
Energy Efficiency
Surcharge (EES)

MTM – Mid Term Modifications

As discussed in Section VIII, below, to mitigate expected bill impacts, the Department will establish a cap on budgets. More specifically, the Program Administrators will not be permitted to recover any costs in excess of approved program budgets unless the Program Administrator receives approval by the Department to increase the program budget. In order to increase the budget, the Program Administrator must demonstrate that the proposed budget increase will result in an increase in kWh or therm savings and, thereby, provide additional direct resource benefits to electric or gas customers above planned levels.

- DPU Order on 2022-2024 Plan

Quick Planning Review and Background



Compact, along with other PAs, filed its Plan in October of 2022.



In the real world, actual production will vary from plan (costs, participation, measure mix, etc.)



The Compact must submit in 2023 for expected differences for 2023 and 2024.

Expected MTM elements



| Affected Program | \$ Difference | % change | Notes |
|------------------------------------|-------------------|----------|---|
| Residential Hard to Measure | \$1,521,077.54 | 11% | HEAT Loan has seen increased demand and required evaluations have increased pressure on budgets |
| Income-Eligible Existing Buildings | \$18,144,335.60 | 93% | This is about double what was proposed in the Plan. Given historic issues with spending the budget, this is notable. |
| Income-Eligible Hard to Measure | \$88,467.30 | 9% | Required evaluations have increased pressure on budgets |
| Commercial sector | \$(10,223,842.92) | -18% | Given the underspend in 2022, less funds are needed. Currently, electric savings are expected to be a slight increase over Plan |

Please note that all of these elements (expenditures, savings, etc) are being QCed.

Next Steps

If a Program Administrator projects it will exceed a program-level budget, the Program Administrator shall simultaneously submit any proposed budget change (1) for review by the Council and (2) for review and approval by the Department. Such proposal must clearly demonstrate that the proposed budget change will result in an increase in kWh or therm savings. If the Council opposes the proposed program budget midterm modification, it must submit a resolution to the Department addressing its opposition within 60 days of the filing date. The Program Administrator will then have 30 days to submit further justification to the Department, including supporting testimony and documentation, showing why the proposed program budget modification should be approved.

1

Compact to
finalize MTM

2

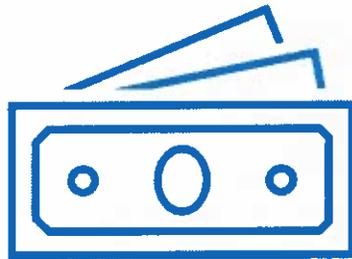
Compact to
simultaneously
file with DPU and
EEAC

3

Review by EEAC
and DPU

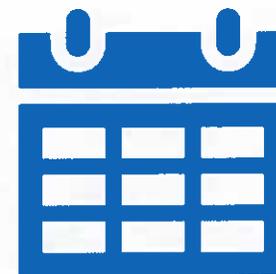
EES – Energy Efficiency Surcharge

What is the EES?



Energy Efficiency Surcharge (EES) is the primary source of funding for Compact's, and utility Program Administrators, energy efficiency programs. Also known as Energy Efficiency Reconciliation Factor (EERF)

The Compact's effective EES date is January 1st of each year and the proposed EES must be filed 60 days prior





How is the EES calculated?



The EES is designed such that, if revenue and expenditures are exactly as planned, then the Compact's energy efficiency fund would be \$0 at year end



In the real world, both expenditures and revenue vary from the plan, and there is a positive or negative balance at year end (i.e., carryover)



Annually, the EES fully reconciles the Compact's change in expenditures and revenues

What is the EES calculation?



EES = Estimated total expected expenditure – Estimated total expected revenue

Revenues

- Carryover from previous year (estimated)
- Expected Systems Benefits Charge (\$0.25 x projected kWh sales)
- Expected revenue from Forward Capacity Market (auction with ISO)
- Expected Regional Greenhouse Gas Initiative revenue (\$0)
- + Interest projections (based on monthly info and projected)

Filing Requirement Background



DPU directed the Compact to file new EES for effect July 1, 2023 (due May 1, 2023)

NSTAR Electric Rate Case (DPU 22-135) had a calculation method change

- Low-income costs no longer has an allocation factor to residential and C&I sectors

Cape and Vineyard Electrification Order (DPU 22-137)

- Requirement to update assumptions (expenditures, revenues, sales)
- Include costs approved for CVEO

Ratepayer Impacts



EES Rates (cents/kWh)

| Sector | January 2023 EES in effect | July 2023 EES proposed |
|-----------------|----------------------------|------------------------|
| Residential | 3.051 | 2.580 |
| Income Eligible | 0.223 | 2.580 |
| C&I | 1.339 | 0.686 |

2023 in Effect versus 2023 Proposed (for update and recalculation)

| Rate Codes | Monthly Bill Change |
|----------------------|---------------------|
| Residential (R1) | \$(2.50) |
| Income-Eligible (R2) | \$6.49 |
| C&I – Large (G3) | \$(3,249.01) |
| C&I – Small (G1) | \$(10.78) |

APPENDIX – Monthly EES assumptions



| Rate | Average kWh | Plan | 2023 in effect | 2023 (new) |
|----------------------|----------------|-------------|-------------------|------------|
| Residential (R1) | 516 | \$18.12 | \$15.74 | \$13.31 |
| Income-Eligible (R2) | 488 | \$1.34 | \$1.09 | \$12.59 |
| C&I - Large (G3) | 497,550 | \$13,130.34 | \$6,662.19 | \$3,413.19 |
| C&I - Small (G1) | 1,650 | \$43.54 | \$22.09 | \$11.32 |

Averages for each rate code are derived from monthly data, but customer usage will vary.

Summer Sizzler Promotion

- **June 1, 2023 – August 31, 2023**
- **Residential Weatherization Promotion**
 - **Sign a weatherization contract**
 - **Receive a \$100 e-gift card**



**Agenda Action Request
Cape Light Compact
Meeting Date: 6/14/2023**



- Aquinnah
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- Yarmouth

Proposed Revisions to the Compact's Public Comment Protocols

REQUESTED BY: *Maggie Downey*

Proposed Motion(s)

I move the CLCJPE Board of Directors approve the revisions to the Compact's Public Comment Protocols.

The Compact Administrator is authorized and directed to take all actions necessary or appropriate to implement this vote, and to execute and deliver all documents as may be necessary or appropriate to implement this vote.

Additional Information

The Massachusetts Supreme Judicial Court issues a recent decision, Barron v. Kolenda, 203 N.E.3d 1125, SJC-13284 (2023, regarding public comment policies for public entities. As a result of this decision, the Compact Board will need to update its public comment protocols. The attached protocol reflects language (see red text) recommended by Compact counsel.

Record of Board Action

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

**Chairman's Cape Light Compact Public Comment Protocols
for the May 10, 2023, Compact Governing Board Meeting
(June 2023)**

The ~~Chair, pursuant to his authority under G.L. c. 30A, § 20, and consistent with Chapter 20 of the Acts of 2021, § 20, announces~~ Cape Light Compact Governing Board has adopted the following protocols to assist the public in effective participation in the May 10, 2023 Compact's Governing Board meeting meetings, where some Board Members, staff and members of the ~~Public~~ public may be participating remotely:

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1. Members of the public are welcome to address the Compact Board during the public comment section of the meeting or in writing.
2. Members of the public addressing the Compact Board at the meeting must state their name, and if appropriate the name of the organization the person is representing. Oral comments must be limited to three minutes.
3. Members of the public may also submit written comments. Written comments shall be submitted in writing to the Compact Administrator, Maggie Downey, at mdowney@capelightcompact.org by 2:00 PM on ~~Tuesday, May 9, 2023, the Tuesday before a scheduled Compact Governing Board meeting (or such other time as may be established by the Compact Administrator)~~. Written comments must include a person's name and, if appropriate, the name of the organization the person is representing. Public comments received after the ~~May-9th~~ deadline will be distributed prior to the Compact's next Board meeting.
4. ~~Public comment, both verbal and written, must be respectful, courteous, and presented in a dignified manner. All remarks must also be free of personal attacks.~~ Members of the public addressing the Compact Board may not use fighting words, slander, unreasonably loud or repetitive speech, or speech so disruptive of the Compact Board meeting that the deliberative process is substantially interrupted or impaired. ~~Speakers may not disrupt others. Speech must be peaceable and orderly.~~
5. All ~~written~~ public comments ~~submitted in advance~~ consistent with these protocols shall be included in the Compact's Board meeting packet.
6. Board members and staff cannot respond to public comments for topics not on the current agenda during the Board meeting. The Cape Light Compact Board may respond to comments either by putting them on the agenda of a subsequent meeting or by requesting the administrator or staff to respond to the comment.
7. Copies of the Board meeting packet ~~shall will generally~~ be made available to members of the public ~~on Wednesday, May 10, 2023, in advance of the meeting~~ at the Cape Light Compact JPE's website at www.capelightcompact.org. Documents exempt from disclosure pursuant to the Public Records Law or protected by the attorney-client privilege shall not be included.

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THE INFLATION REDUCTION ACT

Treasury FAQ on 25C and 25D

<https://www.irs.gov/credits-and-deductions-under-the-inflation-reduction-act-of-2022>



WE ARE MASS SAVE': _____



EVERSOURCE



Liberty



nationalgrid



Unitil

25C Energy Efficient Home Improvement Credit and 25D Residential Clean Energy Property Credit

Timing: Available now (new version of 25D also retroactive to all of 2022); **Administration:** IRS

⚡ THE BIG PICTURE

The 25C and 25D tax credits incentivize household electrification and efficiency upgrades by lowering the total cost of qualified electrification upgrades and select weatherization measures. 25C provides a capped 30 percent tax credit for heat pumps, heat pump water heaters, qualifying electrical panel upgrades, select weatherization measures, and energy audits. **For the first time, air source heat pumps for space heating/cooling and heat pump water heaters will be eligible for a tax credit of up to \$2,000 per year, and electrical panel upgrades installed in conjunction with a heat pump or heat pump water heater will be eligible for a tax credit of up to \$600.** 25D provides an uncapped 30 percent tax credit for rooftop solar, battery storage (for the first time), and geothermal heating. IRS has also allowed 25D to be applied to an electrical panel upgrade as long as it is installed in conjunction with and enables another eligible energy installation.

The details on 25C: heat pumps, heat pump water heaters, and more

- Available now
- 30 percent capped tax credit for residential efficiency and electrification upgrades, up to \$3,200 per year (see chart)
 - Annual total credit for heat pumps and heat pump water heaters capped at \$2,000
 - Annual total credit for other upgrades capped at \$1,200; limits per upgrade may apply
 - Covers purchase and installation costs for heat pumps, heat pump water heaters, and panel upgrades; covers just purchase costs for other listed upgrades. For more information, please [Visit MassSave.com/IRA](https://www.mass.gov/info-details/visit-masssave-com-ira) for its FAQ section.
 - Equipment purchase credits subject to efficiency requirements

- Up to \$600 for electrical panel upgrades if they are installed in conjunction with and enable a heat pump or or heat pump water heater
- Credit limit is annual (not lifetime), so it resets each year and can be used again
- Nonrefundable, so households must have adequate tax liability to offset

The details on 25D: rooftop solar, battery storage, and geothermal heating

- Available now (new version of 25D also retroactive to all of 2022)
- 30 percent uncapped tax credit for rooftop solar, battery storage, and geothermal heating
 - Should include electrical panels if they are installed in conjunction with and enable any of the above installations
 - Covers purchase and installation costs

- Nonrefundable, so households must have adequate tax liability to offset
- Carry-forward ability applies, so households may roll over unused tax credits year over year

25C Tax credit For Qualified Electrification Upgrades

| | |
|--|----------------|
| Total annual credit | \$3,200 |
| Heat pumps and heat pump water heaters | \$2,000 |
| Other upgrades | \$1,200 |
| Annual credit for heat pumps and or heat pump water heaters | \$2,000 |
| Heat pump | \$2,000 |
| Heat pump water heater | \$2,000 |
| Annual credit for other upgrades | \$1,200 |
| Insulation and Air Sealing (products only, labor costs not eligible for credits) | \$1,200 |
| Doors | \$500 |
| Windows | \$600 |
| Electrical panel | \$600 |

⚡ Renter-occupied buildings (through the landlords' purchase of equipment) can also take advantage of both Mass Save incentives as well as tax incentives.

Frequently Asked Questions

Will 25C and 25D be retroactive?

25C and 25D were available starting January 1, 2023, so save your receipts for filing season! If you installed rooftop solar in 2022, it is eligible for the new, 30% 25D tax credit. If you installed a heat pump in 2022, it is eligible for the old 25C tax credit: 10% of costs up to \$300.

Will 25C and 25D reduce up-front costs for consumers?

No, but they will reduce total costs.

Can renters utilize 25C and 25D?

Yes! Renters may be specifically interested in the 25C credit for portable, window-unit heat pumps once the Consortium for Energy Efficiency releases relevant efficiency standards (hopefully by 2024). Also, renters may take qualifying equipment with them when they move.

Who qualifies for 25C and 25D?

Anyone with adequate tax liability to offset can qualify for 25C and 25D.

Can 25C and 25D stack with other incentives?

Yes! 25C and 25D can be combined with other federal incentives like the HEEHR and HOMES rebates. The tax

credits can be applied to the net cost of qualifying equipment and upgrades (i.e. the cost to the customer after applicable Mass Save® or state incentives).

Do 25C and 25D cover electrical panel upgrades?

25C and 25D cover panel upgrades if they are installed in conjunction with and enable the installation of another covered upgrade, like a heat pump or rooftop solar, respectively.

Do smart panels qualify for 25C and 25D?

Yes, as long as they have a rated capacity of at least 200 amps. Please consult with a qualified electrician to understand if the smart panel you are considering meets this criteria.

Do 25C and 25D apply to new construction?

No for 25C; yes for 25D.

Which tax credits cover which heat pumps?

25C covers air-source heat pumps, and 25D covers geothermal heat pumps.

Does 25C have efficiency requirements?

Yes. 25C is applicable only to heat

pumps and heat pump water heaters that meet the Consortium for Energy Efficiency's highest non-"advanced" tier. ENERGY STAR certified doors and ENERGY STAR Most Efficient-certified windows also are eligible.

What does it mean that 25C resets every year?

By resetting every year, 25C will be available to households for multiple upgrades over multiple years. For example, if a household maxes out 25C in one year by claiming a \$2,000 credit for a heat pump and a \$1,200 credit for insulation, that household can utilize 25C again in a future year for a heat pump water heater and an electrical panel upgrade.

Does 25D cover community solar?

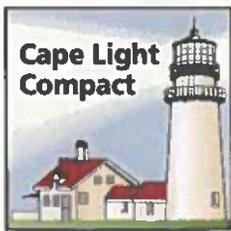
25D may cover community solar in some cases, if you're a partial owner of a community solar installation. If you're a "subscriber" to a community solar project owned by a developer (including nonprofits, co-ops, and local governments), you'll likely not be eligible for 25D, but the developer may be eligible for the supplier-facing Section 48 investment tax credit.



For more information, go to:

MassSave.com/income

MassSave.com/ira



Cape Light Compact JPE
261 Whites Path, Unit 4, South Yarmouth, MA 02664
Energy Efficiency 1.800.797.6699 | Power Supply 1.800.381.9192
Fax: 774.330.3018 | capelightcompact.org

May 12, 2023

Environmental Protection Agency
EPA Docket Center (EPA/DC)
Greenhouse Gas Reduction Fund
EPA-HQ-OA-2022-0859

Subject: Cape Light Compact JPE Comments on the Solar For All Competition

Dear Administrator Regan:

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 Dukes County, organized and operating collectively as the Cape Light Compact JPE, a joint powers entity organized pursuant to M.G.L. c. 40, §4A ½ and M.G.L. c. 164, §134 (the “Compact”), submit these comments in response to the Implementation Framework for the Greenhouse Gas Reduction Fund (“Implementation Framework”) issued by the U.S. Environmental Protection Agency (“EPA”) on the Solar For All competition.

As explained below, the Compact is concerned that the Implementation Framework is not designed for applications by cities, towns and counties despite those entities being eligible recipients, and instead is targeted more for applications at the state level. The \$7 billion Solar For All competition in the Implementation Framework is limited to awarding up to 60 grants to states, Tribal governments, municipalities, and nonprofits with at least one award per state and territory and a separate funding track for approximately 1–3 awards to directly serve Tribal nations. The Solar For All competition is designed to bring residential and community solar to low-income and disadvantaged communities.

Compact Background

The Compact is a joint powers entity pursuant to M.G.L. c. 40, §4A ½¹ and a municipal aggregator under M.G.L. c. 164, §134 that provides electric power supply on an opt-out basis to customers across all customer classes on Cape Cod and Martha’s Vineyard. The Compact also provides comprehensive energy efficiency and demand reduction programs to Cape Cod and Martha’s Vineyard as a Program Administrator of the Massachusetts Joint Statewide Three-Year Electric and Gas Energy Efficiency Plans. The Compact’s energy efficiency programs target residential, low-income, and commercial & industrial customer sectors, and the 2022-2024 priority areas are electrification of buildings and targeted services to environmental justice communities.

¹ The Compact’s Joint Powers Agreement is available online at <https://3jy14ha9u771r7qzn35g0s6c-wpengine.netdna-ssl.com/wp-content/uploads/2021/09/Second-Amended-and-Restated-JPA-FINAL-9-1-21.pdf>.

Working Together Toward A Smarter Energy Future

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

Solar For All Concerns

The Compact believes that the Solar For All competition as designed in the Implementation Framework will unnecessarily restrict the impact of the Zero Emissions Technology Fund at the city, town and county level. The number of proposed grants (up to 60) and geographical limitations (e.g., one grant per state) for the \$7 billion fund indicates that the awards are likely more suitable for the state level rather than for cities, towns and counties. The Compact does not object to grants at the state level. However, in the past, states have received federal funds targeted for energy purposes where the benefits of those funds have not necessarily matched the needs and/or trickled down to the city, town or county level. To avoid such an outcome with respect to Solar For All, a small portion of the \$7 billion should be directly designated for the city, town and county level to achieve the maximum benefits of this fund.

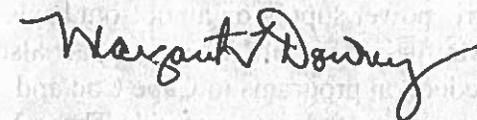
EPA could resolve these concerns in the Solar For All competition by one of the following options:

- (1) Any state grant in the Solar For All competition could be required to carve out some small percentage (e.g., 10%) of that funding for the state to hold a mandated Solar For All competition for cities, towns and counties in that state. The Solar For All competition would otherwise run as proposed in the Implementation Framework.
- (2) EPA could designate a small portion of the \$7 billion fund for the Solar For All competition directly for grants to cities, towns and counties. The other 60 grants would still be awarded as proposed in the Implementation Framework, but with a slightly smaller total fund.

If at this time EPA does not carve out a portion of the \$7 billion fund for cities, towns and counties in the Solar For All competition, the Compact respectfully hopes that future funding will use a framework that will effectively incorporate these local entities which are ideally situated to beneficially affect low-income and disadvantaged communities.

The Compact appreciates the opportunity to comment on the Solar For All competition.

Submitted by:



Margaret T. Downey, Administrator

D.P.U. 21-90 Board Approved October 2021

Worksheet Revised: May 2023

I move the Cape Light Compact JPE Board of Directors vote to adopt a process to allocate consumer advocacy costs between the Compact's energy efficiency and operating budgets as follows:

1. *After identifying a regulatory matter, rule-making proceeding, legislative action or other activity relating to or affecting the Compact's administration of its energy efficiency plan or its provision of power supply (taken together, "Consumer Advocacy Matter"), the Compact Administrator will provide the Board with pertinent information regarding the Consumer Advocacy Matter and present a completed consumer advocacy worksheet (as attached) for the Board's consideration and review.*

2. *The Board will thereafter vote to authorize and direct the Compact Administrator to take all actions deemed necessary or appropriate to implement the Compact's participation in the Consumer Advocacy Matter (subject to any limitations imposed by the Board), and to execute and deliver all documents as may be necessary or appropriate to enable and effectuate such participation.*

Additional Information:

Pursuant to the Order of the Massachusetts Department of Public Utilities approving the Compact's 2019-2021 Energy Efficiency Plan dated January 29, 2019, the Compact is required to demonstrate that its consumer advocacy activities have a direct energy efficiency related benefit.

Consumer Advocacy Allocation Worksheet

Parties involved:

Parties include Eversource, the Cape Light Compact, Attorney General's Office, Department of Energy Resources, Acadia Center, GECA, ChargePoint, FreeWire Technology, and National Grid as a limited party.

Description of the Matter or Proceeding:

The Department of Public Utilities will investigate Eversource's Phase II petition for approval of its Phase II electric vehicle infrastructure program ("EV Plan") and its electric vehicle demand charge alternative proposal on July 14, 2021. These investigations are held in furtherance of the Department's responsibilities pursuant to Grid Modernization – Phase II, D.P.U. 20-69-A (May 21, 2021) and Section 29 of Chapter 383 of the Acts of 2020, An Act Authorizing and Accelerating Transportation Investment ("Transportation Act").

Docket Number (if any):

D.P.U. 21-90

1. Does this proceeding raise issues that may impact the Compact's administration of its three-year energy efficiency plan? If yes, please explain.
Yes, the Compact intends to offer an incentive for Electric Vehicle Supply Equipment ("EVSE") enrolled in the Compact's Connected Solutions Demand Response program in the next three-year (2022-2024) Energy Efficiency Plan. Eversource is the distribution company providing service in the Compact's service territory and thus its EV Plan may affect the Compact's offerings. The Compact is participating in this proceeding both as a consumer advocate for ratepayers on Cape Cod and Martha's Vineyard and as an energy efficiency program and demand response administrator (G.L. c. 25, §21) because of potential impacts and precedents that this proceeding may have on its energy efficiency and other programs. As the Commonwealth's only municipal aggregator program administrator, the Compact can offer its unique expertise and point of view to the Department as it relates to energy efficiency and demand response matters relevant to this proceeding.
2. Does this proceeding raise issues regarding the general administration of energy efficiency in Massachusetts? Are other Program Administrators parties or otherwise intervening? Other stakeholders? If yes, please explain.
Yes, Eversource Energy (a PA) filed the proposed EV Plan that resulted in this proceeding. The Compact has actively participated in other EV-related dockets, including as a full party in the investigation into Eversource's rate case in D.P.U. 17-05, as a full party in Eversource's grid modernization plan in D.P.U. 15-122, and the

Department's investigation into targeted EV rates in D.P.U. 20-69. Each electric distribution company (also PAs) submitted EV plans and demand charge alternative rate structures as required pursuant to Section 29 of Chapter 383 of the Acts of 2020. National Grid (also a PA) is also participating as a limited party in this docket.

3. Does this proceeding raise issues regarding the Compact's administration of active demand response programs/initiatives/measures? If yes, please explain.

Yes, the Compact intends to pursue issues raised in the proposed Phase II EV Plan related to demand response programs, including enrollment and funding, as well as the coordination necessary between Eversource and the Compact to carry out the offerings for the benefit of all customers. The Compact wants to clarify how Eversource will report and track on its offerings and installations as well.

4. Does this proceeding raise issues regarding the general administration of active demand response in Massachusetts? Are other program administrators parties or otherwise intervening? Other stakeholders? If yes, please explain.

Yes, this proceeding directly impacts Eversource's administration of ADR since it involves Eversource's own EV program. Eversource's proposal may, among other things, expand its current managed charging program, ConnectedSolutions, which does not currently directly promote access to at-home charging. National Grid is a limited party in this proceeding. National Grid and Unitil have EV plans under consideration in related dockets. Issues such as cost recovery and tracking/reporting of EV offerings and installations may affect all of the electric distribution companies/PAs.

5. Does this proceeding concern the efficient utilization of energy in Massachusetts? Are other Program Administrators parties or otherwise intervening? Other stakeholders? If yes, please explain.

Yes, Eversource's petition provides that its Phase II EV Plan advances its Phase I Electric Vehicle Infrastructure Program "by building the infrastructure required to support statewide EV adoption, and helping to enable the Commonwealth's broader transition to a clean transportation future." Widespread EV adoption will help the Commonwealth meet its clean energy goals. As noted above, Eversource is the main party in this docket and National Grid is a limited party to the proceeding (both PAs). The Attorney General's Office, DOER, the Compact and other parties are participating as well.

6. Describe the direct energy efficiency benefit resulting from the Compact's participation in this proceeding.

The Compact needs to investigate Eversource's proposals in this docket to, among other things, clarify how Cape and Vineyard energy efficiency customers would be included in certain offerings, how Eversource intends to coordinate with the Compact as a program

administrator, and how Eversource intends to handle demand management program enrollment related to its proposed EVSE rebate programs. The Compact needs to ensure that Eversource's proposal will not discriminate against customers participating in the Compact's managed charging program.

7. Is the described benefit quantifiable? If yes, please explain and provide any supporting documentation.

Not at present, given that Eversource's proposals are subject to an adjudicatory proceeding and thus may not be approved or may be modified over the course of the proceeding.

8. Will the Compact's participation assist its planning for future energy efficiency plans and/or programs?

Yes. The Department may modify Eversource's EV Plan in this proceeding based on the Compact's and other parties' input. The EV Plan will affect EV development in Eversource's service territory for the next four years. The issues raised by the Compact in Question 6 above will affect the Compact's future energy efficiency plans and programs.

9. Is the Compact's participation in this proceeding a reasonable use of energy efficiency ratepayer funds? Please explain.

Yes, it is necessary for the Compact to participate given the direct impact the outcome will have on the Compact and its energy efficiency customers. Eversource's EV Plan has the potential to allow the Compact to coordinate rebate offerings for its energy efficiency customers, or it may limit Eversource's offerings only to Eversource's managed customer program customers. The outcome of such an issue in this proceeding is likely to set a precedent and affect the Compact's and Eversource's future EV plans. The Compact will seek to ensure consistent opportunities across energy efficiency service territories.

10. Does this proceeding involve other non-energy efficiency issues? If yes, please explain.

The Compact has not yet identified non-energy efficiency issues in this proceeding. However, it is possible that they may arise during the course of the proceeding.

11. What is the initial estimate of the percentage allocation between energy efficiency and non-energy efficiency issues, as set forth in this worksheet?

The costs for this proceeding will be allocated based on the actual subject matter, meaning that any work related to energy efficiency will be allocated as such and any work related to non-energy efficiency will be allocated as such.

12. Discuss any other factors as may be appropriate.

It is important for the Compact to be involved in this proceeding as Eversource's EV efforts will be ongoing for years to come.

13. **To be completed at the conclusion of the proceeding/matter or every 12 months, which ever comes first,** a summary of the actual total costs associated with the Compact's participation and costs recovered through energy efficiency ratepayer funds and operating funds. A brief narrative should accompany any readjustment to the percentage allocation explaining the basis for the reallocation.

UPDATED May 2023: The Department issued an Order in D.P.U. 21-90 (Track 1) on December 30, 2022. Total legal costs associated with Compact participation were \$37,512 with \$11,752 in 2021, \$21,842 in 2022, and \$3,918 in 2023. These costs were all recovered through energy efficiency ratepayer funds because its participation was directly related to the statewide implementation of electric energy efficiency plans and the Compact's energy efficiency program planning.

The Compact participated in Track 1 of this proceeding in 2021, 2022 and 2023. In 2021, the Compact reviewed Eversource's proposals, drafted and filed the Compact's petition to intervene, filed and reviewed responses to two sets of discovery to Eversource, and reviewed other parties' discovery.

In 2022, the Compact continued to review discovery, attended the evidentiary hearings (including cross examination by Compact counsel of Eversource witnesses), filed initial and reply briefs, and reviewed other parties' briefs. In its briefs, the Compact argued that: (1) Eversource should be directed to work cooperatively with the Compact to develop a managed charging program to ensure that residential customers in the Compact's service territory would have access to any Residential Make-Ready and Charger Rebate offerings; and (2) for the Public and Workplace Segment and Residential Segment offerings, the Company should track and report commitments and installations made through all of the program segments (including by town, segment, and whether a site is located in an Environmental Justice Community) in a manner similar to the Company's Phase I EV program where all installations and signed contracts are reported annually in both the Grid Modernization Annual Report and in the Grid Modernization Cost Recovery filings and would be summarized in the program's Final Report upon completion. The Compact also expressed its appreciation for the Company's commitment that it would not market the Residential Make-Ready and Charger Rebate offerings to residential customers in the Compact's service territory.

The Compact reviewed the Department's Order in 2023. Among other things, the Order approved Eversource's requirement that that residential program customers enroll in the

Company's managed-charging program, ConnectedSolutions, for at least one year, with an option to opt out after the first year. Eversource must show in its EE annual report how it is not including this make ready for EE incentives. The Department encouraged Eversource to "work cooperatively with the Compact" for the residential offering. Eversource will consider whether the Compact's program includes comparable elements to its ConnectedSolutions program.

Please attach: **ATTACHMENTS SENT WITH INTITAL WORKSHEET**

1. Initial Petition (attached)
2. Notice of Proceeding (attached)
3. Compact's Petition to Intervene (attached)
4. Agreements with Expert Consultants, if any

6

D.P.U. 22-22 Worksheet Originally Approved June 2022
Worksheet Revised May 2023

I move the Cape Light Compact JPE Board of Directors vote to adopt a process to allocate consumer advocacy costs between the Compact's energy efficiency and operating budgets as follows:

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2. *The Board will thereafter vote to authorize and direct the Compact Administrator to take all actions deemed necessary or appropriate to implement the Compact's participation in the Consumer Advocacy Matter (subject to any limitations imposed by the Board), and to execute and deliver all documents as may be necessary or appropriate to enable and effectuate such participation.*

Additional Information:

Pursuant to the Order of the Massachusetts Department of Public Utilities approving the Compact's 2019-2021 Energy Efficiency Plan dated January 29, 2019, the Compact is required to demonstrate that its consumer advocacy activities have a direct energy efficiency related benefit.

Consumer Advocacy Allocation Worksheet

Parties involved:

The parties to this proceeding include the Cape Light Compact, NSTAR Electric Company d/b/a Eversource Energy (“Eversource” or the “Company”), Attorney General’s Office, Department of Energy Resources, National Grid, Town of Barnstable, Low Income Network, Conservation Law Foundation, The Energy Consortium, Power Options, and University of Massachusetts.

Description of the Matter or Proceeding:

On January 14, 2022, Eversource filed a petition with the Department of Public Utilities (the “Department” or “DPU”) seeking, among other things, approval of (1) an increase in base distribution rates for electric service pursuant to G.L. c. 164, §94, (2) a performance-based ratemaking (“PBR”) plan for a ten-year term (with a five-year alternative); (3) rate design proposals; (4) an investment within the PBR plan of \$955.6 million to address its reliability-based electrification plans, including the installation of new substations, feeders, and distribution and transmission lines necessary to support customer demand over the long term; (5) PBR performance metrics; and (6) other proposals related to advanced metering infrastructure (“AMI”) cost recovery and reconciling mechanisms. Eversource requested that any new rates approved in the instant matter be implemented on January 1, 2023. On January 19, 2022, in its Suspension Order, the Department suspended the effective date of the proposed rate increases to investigate the propriety of the Company’s request. Eversource’s last base distribution rate proceeding was in D.P.U. 17-05.

Docket Number (if any): D.P.U. 22-22

1. Does this proceeding raise issues that may impact the Compact’s administration of its three-year energy efficiency plan? If yes, please explain.

Yes. There are two issues that the Compact has identified thus far relating to energy efficiency: (1) Eversource’s proposed revisions to its Energy Efficiency Charges tariff, M.D.P.U. 50E; and (2) approval of revised PBR performance metrics.

First, the Department had directed the revised tariff filing in its Order in D.P.U. 20-150-A (Investigation into Updating Energy Efficiency Guidelines). The revisions reflect the Department’s changes to the calculation of the Low Income Energy Efficiency Reconciliation Factor (“EERF”). The Compact is concerned that the rate impacts related to the revised tariff could adversely affect low-income customers in the Compact’s service territory. The Compact, together with other Program Administrators of energy efficiency also expressed this concern to DPU in comments filed in D.P.U. 20-150. In the DPU 20-150A Order, the DPU directed the Compact to work with Eversource on this EERF.

Second, Eversource has filed proposed revised PBR performance metrics. The Compact is concerned that the Department has not issued an order in D.P.U. 18-50 where the

Department originally considered the development of Eversource's PBR performance metrics. In that case, the Department directed Eversource to submit a compliance filing proposing performance metrics in three areas: (1) improvements to customer satisfaction and engagement; (2) reductions in system peak demand from current levels; and (3) strategic planning for climate adaptation. The Compact participated in D.P.U. 18-50 where it had energy efficiency concerns related to, among other things, the tracking and reporting of peak demand reductions and how and when Eversource counted energy efficiency activities towards PBR targets. Accordingly, the Compact will discuss in its brief in D.P.U. 22-22 its concerns that Eversource's current performance metrics do not account for intervenors' arguments in D.P.U. 18-50.

2. Does this proceeding raise issues regarding the general administration of energy efficiency in Massachusetts? Are other Program Administrators parties or otherwise intervening? Other stakeholders? If yes, please explain.

Yes, the proceeding is the rate case of Eversource Energy (a PA) and National Grid (also a PA) is a participant. See issues raised above. In particular, the tariff revisions apply to all of the utilities as PAs.

3. Does this proceeding raise issues regarding the Compact's administration of active demand response programs/initiatives/measures? If yes, please explain.

The Compact has concerns related to D.P.U. 18-50 on how joint energy efficiency programs could be counted towards Eversource's metrics.

4. Does this proceeding raise issues regarding the general administration of active demand response in Massachusetts? Are other program administrators parties or otherwise intervening? Other stakeholders? If yes, please explain.

Yes, as noted above, Eversource is the petitioner and National Grid is a participant. As above, the Compact has concerns related to D.P.U. 18-50 on how joint EE programs could be counted towards Eversource's metrics.

5. Does this proceeding concern the efficient utilization of energy in Massachusetts? Are other Program Administrators parties or otherwise intervening? Other stakeholders? If yes, please explain.

Yes, the proceeding is Eversource's rate case and also involves, among other things, electrification, cost recovery for AMI, PBR, and some issues related to energy efficiency. PBR by nature concerns the efficient utilization of energy in Massachusetts since it is a program designed to separate kWh from revenue. As noted above, Eversource is the petitioner and National Grid is a participant to the proceeding.

6. Describe the direct energy efficiency benefit resulting from the Compact's participation in this proceeding.

The Compact is concerned in this proceeding about:

- (a) The just administration for low-income customers of an energy efficiency charges tariff. The Compact's customers that pay into the EERF are directly affected by the proposed revisions to this energy efficiency tariff.
- (b) Protecting its own energy efficiency program and also energy efficiency generally with the issues that it raised in D.P.U. 18-50 that are implicated here as Eversource proposes to revise its PBR performance metrics that have as yet to be acted on by the Department in an order. In that case, issues included the tracking and reporting of Eversource's peak demand reductions related to energy efficiency and grid modernization, as well as concerns related to ensuring that any future incentives do not allow for double dipping by Eversource.

7. Is the described benefit quantifiable? If yes, please explain and provide any supporting documentation.

No, while the issues are of significant concern to the Compact, there currently is no way to value the benefits received from the Compact's advocacy. It is possible that impacts on low-income customers regarding the energy efficiency tariff issue may be quantifiable after conclusion of the case, but the Compact is not able to know that presently.

8. Will the Compact's participation assist its planning for future energy efficiency plans and/or programs?

It may depend how the Department rules in this case. The Compact may need to consider bill impacts on low-income customers from the energy efficiency tariff issue; and how the issues related to D.P.U. 18-50 may or may not be addressed by the Department in this case.

9. Is the Compact's participation in this proceeding a reasonable use of energy efficiency ratepayer funds? Please explain.

Yes, it was necessary for the Compact to participate to protect its energy efficiency program and energy efficiency generally and also given the direct impact the outcome would have on the Compact and its customers. For example, it is important that low-income customers be protected from significant bill impacts.

10. Does this proceeding involve other non-energy efficiency issues? If yes, please explain.

Yes, the Compact is also participating with regard to rate design and cost allocation issues.

11. What is the initial estimate of the percentage allocation between energy efficiency and non-energy efficiency issues, as set forth in this worksheet?

Legal services will be billed to the Compact's operating or energy efficiency budget in accordance with the subject matter of the service. Presently, it is estimated that 15-20% of the legal services provided to the Compact in this proceeding will involve energy efficiency matters.

12. Discuss any other factors as may be appropriate.

It is important for the Compact to be involved in this proceeding because the bill impacts from the revisions of the EES tariff and Eversource's PBR metric efforts will likely be ongoing for years to come.

13. **To be completed at the conclusion of the proceeding/matter or every 12 months, which ever comes first,** a summary of the actual total costs associated with the Compact's participation and costs recovered through energy efficiency ratepayer funds and operating funds. A brief narrative should accompany any readjustment to the percentage allocation explaining the basis for the reallocation.

UPDATED May 2023: The Department issued its Order in D.P.U. 22-22 on November 30, 2022. There has been no further action in the docket since the Department's reconsideration order on January 5, 2023. The total legal costs for the Compact's participation in this proceeding is \$167,925.91 for 2022 and 2023, with the annual breakdown as follows:

| <u>D.P.U. 22-22</u> | <u>Total Legal Costs</u> | <u>Portion of Total Legal Costs Recovered through Energy Efficiency Ratepayer Funds</u> |
|---------------------|--------------------------|---|
| <u>2022</u> | <u>\$159,603.91</u> | <u>\$4,986.50</u> |
| <u>2023</u> | <u>\$3,335.50</u> | <u>\$0</u> |
| <u>Total</u> | <u>\$162,939.41</u> | <u>\$4,986.50</u> |

The costs above stemmed from the Compact's participation on the energy efficiency charges ("EEC") tariff, which was directly related to the statewide implementation of electric energy efficiency plans and the Compact's energy efficiency program.¹ In addition to issuing discovery on the EEC tariff, the Compact argued in its initial and reply briefs that Eversource's proposed EEC Tariff would have significant adverse effects on the rates of low-income customers, and

¹ Costs were not billed towards the concerns related to D.P.U. 18-50. The issue was minimally included in the Compact's brief, the costs of which were de minimis and included in operating costs.

that the tariff implementation should be delayed until a time when the other EDCs' similar tariffs could take effect simultaneously. The Compact argued that it would be unfair for Eversource's low-income customers to be subject to the revised tariff any sooner than the other EDCs' low-income customers. In addition, moderate income customers could be adversely affected by mitigating the bill impacts by raising the low-income discount. The Department in its Order issued on November 30, 2023, approved the EEC Tariff without delay. The DPU did note that the next rate case should explore mitigation for moderate income customers.

Please attach: **ATTACHMENTS SENT WITH INTITAL WORKSHEET**

1. Initial Petition
2. Notice of Proceeding
3. Compact's Petition to Intervene
4. Agreements with Expert Consultants, if any

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2023 Operating Budget Expense Report 6/7/23

| ORG | OBJECT | ACCOUNT DESCRIPTION | ORIGINAL APPROP | REVISED BUDGET | YTD EXPENDED | AVAILABLE BUDGET | % USED |
|-------|--------|--------------------------------|----------------------|----------------------|----------------------|----------------------|---------------|
| 01001 | 5110 | OP-SALARIES | \$ 126,000.00 | \$ 126,000.00 | \$ 48,279.13 | \$ 77,720.87 | 38.30 |
| 01001 | 5119 | OP-SALARY RESERVE | \$ 5,000.00 | \$ 5,000.00 | \$ - | \$ 5,000.00 | 0.00 |
| 01001 | 5171 | OP-RETIREMENT | \$ 26,000.00 | \$ 26,000.00 | \$ - | \$ 26,000.00 | 0.00 |
| 01001 | 5173 | OP-GROUP INSURANCE | \$ 7,500.00 | \$ 7,500.00 | \$ 8,189.09 | \$ (689.09) | 109.20 |
| 01001 | 5174 | OP-MEDICARE/OTHER TAXES | \$ 2,000.00 | \$ 2,000.00 | \$ 666.89 | \$ 1,333.11 | 33.30 |
| 01001 | 5175 | STATE UNEMPLOYMENT INSURANCE | \$ 621.00 | \$ 621.00 | \$ 53.96 | \$ 567.04 | 8.70 |
| 01001 | 5179 | OP-MISC FRINGES | \$ 250.00 | \$ 250.00 | \$ 12.00 | \$ 238.00 | 4.80 |
| 01001 | 5180 | OP-RETIREMENT LIABILITY | \$ 3,756.00 | \$ 3,756.00 | \$ - | \$ 3,756.00 | 0.00 |
| 01001 | 5181 | OP-OPEB LIABILITY | \$ 19,889.00 | \$ 19,889.00 | \$ - | \$ 19,889.00 | 0.00 |
| 01001 | 5210 | OP-UTILITIES | \$ 250.00 | \$ 250.00 | \$ 34.87 | \$ 215.13 | 13.90 |
| 01001 | 5270 | OP-MISC RENTALS | \$ 600.00 | \$ 600.00 | \$ 37.50 | \$ 562.50 | 6.30 |
| 01001 | 5272 | OP-RENT | \$ 6,210.00 | \$ 6,210.00 | \$ 2,587.50 | \$ 3,622.50 | 41.70 |
| 01001 | 5290 | OP-CUSTODIAL SERVICES | \$ 1,800.00 | \$ 1,800.00 | \$ 496.80 | \$ 1,303.20 | 27.60 |
| 01001 | 5301 | OP-ADVERTISING | \$ 55,000.00 | \$ 55,000.00 | \$ 31,393.65 | \$ 23,606.35 | 57.10 |
| 01001 | 5302 | OP-PUBLIC MARKETING SUPPORT | \$ 57,343.00 | \$ 57,343.00 | \$ 15,407.24 | \$ 41,935.76 | 26.90 |
| 01001 | 5309 | OP-IT SERVICES | \$ 1,000.00 | \$ 1,000.00 | \$ 140.70 | \$ 859.30 | 14.10 |
| 01001 | 5313 | OP-STAFF PROFESSIONAL DEVELOP | \$ 5,000.00 | \$ 5,000.00 | \$ 791.00 | \$ 4,209.00 | 15.80 |
| 01001 | 5314 | OP-PAYROLL SERVICES | \$ 250.00 | \$ 250.00 | \$ 65.35 | \$ 184.65 | 26.10 |
| 01001 | 5315 | OP-LEGAL SERVICES | \$ 212,500.00 | \$ 212,500.00 | \$ 153,606.20 | \$ 58,893.80 | 72.30 |
| 01001 | 5316 | OP-AUDIT FEES | \$ 3,500.00 | \$ 3,500.00 | \$ 1,924.50 | \$ 1,575.50 | 55.00 |
| 01001 | 5318 | OP-TREASURY SERVICES | \$ 12,000.00 | \$ 12,000.00 | \$ 1,901.31 | \$ 10,098.69 | 15.80 |
| 01001 | 5319 | OP-CONTRACTUAL | \$ 25,000.00 | \$ 25,000.00 | \$ 18,715.68 | \$ 6,284.32 | 74.90 |
| 01001 | 5320 | OP-OUTREACH/MARKETING CONTRACT | \$ 35,000.00 | \$ 35,000.00 | \$ 7,209.09 | \$ 27,790.91 | 20.60 |
| 01001 | 5341 | OP-POSTAGE | \$ 6,000.00 | \$ 6,000.00 | \$ 3,188.50 | \$ 2,811.50 | 53.10 |
| 01001 | 5343 | OP-TELEPHONES | \$ 1,000.00 | \$ 1,000.00 | \$ 405.46 | \$ 594.54 | 40.50 |
| 01001 | 5344 | OP-INTERNET | \$ 1,200.00 | \$ 1,200.00 | \$ 420.64 | \$ 779.36 | 35.10 |
| 01001 | 5345 | OP-PRINTING | \$ 12,000.00 | \$ 12,000.00 | \$ 5,964.95 | \$ 6,035.05 | 49.70 |
| 01001 | 5400 | OP-SUPPLIES | \$ 1,500.00 | \$ 1,500.00 | \$ - | \$ 1,500.00 | 0.00 |
| 01001 | 5430 | BUILDING RENOVATIONS | \$ - | \$ - | \$ 764.50 | \$ (764.50) | 100.00 |
| 01001 | 5490 | OP-FOOD SUPPLIES | \$ 3,000.00 | \$ 3,000.00 | \$ 3,017.84 | \$ (17.84) | 100.60 |
| 01001 | 5710 | OP-TRAVEL IN STATE | \$ 5,000.00 | \$ 5,000.00 | \$ 2,401.39 | \$ 2,598.61 | 48.00 |
| 01001 | 5720 | OP-TRAVEL OUT STATE | \$ 8,000.00 | \$ 8,000.00 | \$ 1,894.70 | \$ 6,105.30 | 23.70 |
| 01001 | 5730 | OP-SPONSORSHIPS | \$ 51,000.00 | \$ 51,000.00 | \$ 41,600.00 | \$ 9,400.00 | 81.60 |
| 01001 | 5731 | OP-SUBSCRIPTIONS | \$ 25,000.00 | \$ 25,000.00 | \$ 18,225.00 | \$ 6,775.00 | 72.90 |
| 01001 | 5732 | OP-SOFTWARE LICENSES | \$ 2,100.00 | \$ 2,100.00 | \$ 340.20 | \$ 1,759.80 | 16.20 |
| 01001 | 5741 | OP-INSURANCE | \$ 5,000.00 | \$ 5,000.00 | \$ - | \$ 5,000.00 | 0.00 |
| 01001 | 5789 | OP-UNPAID BILLS | \$ 500.00 | \$ 500.00 | \$ - | \$ 500.00 | 0.00 |
| 01001 | 5850 | OP-MISC EQUIPMENT | \$ 500.00 | \$ 500.00 | \$ 422.94 | \$ 77.06 | 84.60 |
| 01001 | 5854 | OP-FINANCIAL SOFTWARE SYSTEM | \$ 3,900.00 | \$ 3,900.00 | \$ - | \$ 3,900.00 | 0.00 |
| 01001 | 5855 | OP-COMPUTER EQUIPMENT | \$ 1,500.00 | \$ 1,500.00 | \$ - | \$ 1,500.00 | 0.00 |
| | | Expense Total | \$ 733,669.00 | \$ 733,669.00 | \$ 370,158.58 | \$ 363,510.42 | 50.45% |

Jan-April Mil Adder Revenue \$ 307,713.00