



Cape Light Compact Governing Board and Executive Committee Meeting

DATE: Wednesday, February 8, 2017

LOCATION: Innovation Room, Open Cape Building
3195 Main Street, Barnstable County Complex

TIME: 2:00 – 4:30 p.m.

AGENDA

- 2:00 – 2:10 Public Comment
- 2:10 – 2:20 Approval of Minutes
- 2:20 – 3:30 Discussion on the Establishment of a Joint Powers Entity and Proposed Joint Powers Agreement, Compact Counsel
- 3:30 - 3:40 Chairman's Report
- 3:40 – 3:50 Administrator's Report
1. Present Treasurer's Report and Vote to Ratify Treasurer's Approval of Contracts
 2. DPU Proceedings Update
 - a. Grid Mod. DPU 15-122
 - b. HES/NGRID, DPU 16-169
 - c. Distribution Companies Solicitation for Long-term Renewable Energy Contracts
 3. 2017 Calendar of Events
- 3:50 Board Member Update (Reserved for Updates on Member Activities the Chair Did Not Reasonably Anticipate Would be Discussed – No Voting)
- 4:00 – 4:30 Open Session Vote on entry into Executive Session pursuant to M.G.L. c. 30A §§21(a)(3) to discuss matters below, not to return to open session:
1. Regulatory litigation strategy. DPU 17-05, 2017 Eversource Rate Case. Potential vote on budget and strategy
 2. Regulatory litigation strategy. DPU 16-127, 2013-2015 Energy Efficiency Term Report
 3. Regulatory litigation strategy. DPU 16-169

Draft Minutes subject to correction, addition and Committee/Board Approval

Cape Light Compact
Governing Board and Executive Committee
Open Session Meeting Minutes
Wednesday, January 11, 2017

The Cape Light Compact Governing Board and Executive Committee met on Wednesday, January 11, 2017, in the Innovation Room, Open Cape Building, Barnstable County Complex, 3195 Main Street, Barnstable, MA 02630 at 1:38 p.m.

PRESENT WERE:

1. Joyce Flynn, Chair, Yarmouth
2. Robert Schofield, Vice-Chair, Bourne
3. Ronald Zweig, Secretary, Falmouth
4. Peter Cocolis, Treasurer, Chatham
5. Fred Fenlon, Eastham
6. Valerie Bell, Harwich
7. Thomas Donegan, Provincetown – Until 3:57 PM.
8. Tim Carroll, Chilmark – by phone
9. Richard Elkin, Wellfleet
10. Sue Hruby, West Tisbury - by phone until 4:02 PM.
11. Paul Pimentel, Edgartown –
12. Martin Culik, Orleans Alternate
13. David Anthony, Barnstable
14. Richard Toole, Member at Large, Oak Bluffs

15. Andrew Gottlieb, Mashpee - at 2:12 PM.
16. Leo Cakounes, Barnstable County Commissioner – at 2:39 PM
17. Rob Hannemann, Duke's County
18. Christiane Mason, Wellfleet Alternate
19. Joseph Buteau, Truro
20. Brad Crowell, Dennis
21. Colin Odell, Brewster
22. Joshua Peters, Sandwich

ABSENT WERE:

23. Michael Hebert, Aquinnah
24. Tisbury - Vacant

Members/Alternates physically present:
22

Members present by phone: 2

LEGAL COUNSEL

Jeff Bernstein, Esq., BCK Law, PC
Katy Terrell, Esq., Associate, BCK Law, PC

STAFF PRESENT

Maggie Downey, Administrator
Austin Brandt, Power Supply Planner
Margaret Song, Commercial and Industrial Program Manager
Briana Kane, Planning and Evaluation Manager
Lindsay Henderson, Analyst
Jacob Wright, Special Projects Coordinator

DISCUSSION AND POWERPOINT PRESENTATION ON JOINT POWERS ACT AND ESTABLISHMENT OF A JOINT POWERS ENTITY, COMPACT COUNSEL

Jeff Bernstein, Compact legal counsel, stated that this statute, passed last year, chiefly came from Department of Revenue. It allows for governmental units to enter into a Joint Powers Agreement (JPA) to form a Joint Powers Entity (JPE). This arrangement can potentially address questions revolving around Intergovernmental Agreements (IGA) in terms of member liability. This system also allows two or more entities to enter into a JPA, involving the exercise of powers in a particular region. Jeff Bernstein went on to explain that a major advantage of a Joint Powers Entity is that the member towns would be insulated from liability for the actions of the entity. David Anthony asked if this would create potential conflicts of interest in the event that an employee of a member – like a selectman - was also on the board of directors, and Jeff Bernstein replied that it would function very much the same as the IGA does and should not present an issue. Valerie Bell asked how the transition to this would be accomplished. Jeff Bernstein referred to his slide, explaining that the transition would occur in three phases. He stated that this JPA would replace the IGA, and the Board, as it is currently composed, would eventually be gone. He noted that the current IGA expires in 2022. The JPA would require selection of a Treasurer who would be an independent entity, as well as a business officer. Peter Cocolis asked if we would still operate with a Fiscal Agent, and Jeff Bernstein said that the JPE would function very similarly to the way the Board does right now. Maggie Downey went on to say that this arrangement, with the addition of an independent Business Officer and Treasurer, would function similarly to the way the arrangement with Barnstable County works now. Tom Donegan asked if we could contract with a private organization or do it ourselves. Jeff Bernstein said that both are possible, but it would be advisable to consult with the Department of Revenue on the issue of using a private party. The positions of Business Officer and Treasurer would be accountable to the Board. Any agreement reached between a Joint Powers Entity and a potential fiscal agent would clearly specify responsibilities.

Andrew Gottlieb arrived at 2:12 PM.

Ron Zweig asked if we would lose the Treasurer position on the Board. Jeff Bernstein answered saying that yes, the Treasurer position would be eliminated in lieu of the newly created independent position as part of the Joint Powers Entity, but you could create a new position on the board to carry out the duties that Peter Cocolis has already been performing. Ron Zweig inquired as to what the advantages of moving to this Joint Powers Agreement, versus simply staying the way things currently are.

Jeff Bernstein stated the Joint Powers Entity provides protection against liabilities to the member towns and clarifies the ability to sue and be sued, make and execute contracts and finance agreements, receive and expend funds, and apply for and receive grants. Much of this is either not possible, or very ambiguous under the current arrangement.

The JPE must establish and maintain a budget and perform annual audits, which must be distributed to its members and to the Department of Revenue. Richard Elkin asked how this differs from what we already do, and Maggie Downey replied by saying that while we don't currently send the audit information to the Department of Revenue, the Compact posts its annual audit on its web site.

Jeff Bernstein stated that the Joint Powers Entity offers liability protection for its members, and has a public employer status. It gives the entity independent corporate and politic status. Maggie Downey asked what the situation would be if a Joint Powers Entity was formed and, twenty years down the line, the Compact no longer

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Jeff Bernstein explained that any member municipality that does not wish to join the Entity can either choose to petition to become their own aggregator or relinquish their status as an aggregator, at which point consumers would revert to Basic Service (or could choose another Competitive Supplier) and the town's share of energy efficiency funds would revert to Eversource. Town residents and businesses would not receive energy efficiency services from the Compact, JPE.

David Anthony asked what would happen in terms of the current transition agreement expiring after we've agreed to become a Joint Powers Entity. Maggie Downey continued by saying that it's important for these issues to get on Selectmen's dockets sooner rather than later, in the event we have to petition the county for an extension by April 1. Colin Odell stated that he is concerned that once the transition is completed, the Department of Public Utilities may get involved as banking information changes. Jeff Bernstein stated that the fiscal agent would maintain an account in the name of the Joint Powers Entity. Maggie Downey explained that under the current IGA the towns would have to make a decision prior to the 2022 expiration as to what to do in any event.

County Commissioner Leo Cakounes asked if there would be a separate '04' number for this entity, and Jeff Bernstein replied that there would be because the Joint Powers Entity would be considered a separate employer.

Peter Cocolis stated his concern about the details of what constitutes a major amendment versus a minor amendment. He went on to state that, once a majority is established, a deadline of 12 months for other towns to join would be reasonable. Richard Elkin said an even longer deadline might be advisable given the situation. Jeff Bernstein replied that the entity becomes the Compact's administrative arm once two members join. He continued by saying that once a majority is reached, you could trigger a deadline to join, at which point the present Compact would cease to exist. Paul Pimentel asked what the guidelines for amendments to the IGA were initially. Maggie Downey stated that Town Meeting votes established the aggregation; but, after the agreement was established, amendments were executed by the Board. Paul asked why this new entity couldn't simply do things the same way, and Jeff Bernstein answered by saying that concerns had been raised by member towns. David Anthony stated that there's already a very hard deadline of June 2017, when the transition agreement with the County ends, at which point no checks can be issued until a fiscal agent or some other solution is reached. Maggie Downey stated that, really, March 31 is the first deadline because the Compact has an April 1 deadline to notify the County of plans for an extension beyond June 30. County Commissioner Leo Cakounes stated that the County's major issue is employee liability -- not the fiscal agent status -- and that, once this issue is resolved, he doesn't feel that there would be an issue with the County serving as fiscal agent.

Tom Donegan asked about the notification of potential amendments and who makes the changes, stating that the middle ground of a notification to the Selectmen, rather than having to schedule a vote. He went on to say that the operating structure, in terms of concurrent meetings and such, would need to be explained.

Maggie Downey stated selecting a specific date is important, and planning will be necessary on the part of the members. Jeff Bernstein asked what the sense of the Board was as to when the entity would become fully operational, whether by a date or a specific threshold of members. Martin Culik stated that because the situation works to the towns' advantage, convincing them to join shouldn't be an issue. County Commissioner Leo Cakounes stated that Phase III makes the most sense to have as the hard deadline, to force member towns to act, as the legal name changes, in how the organization signs contracts.

OVERVIEW OF DPU 16-177: PRESENTATION AND POTENTIAL VOTE ON CAPE LIGHT COMPACT DEMAND RESPONSE OFFERING AND POTENTIAL MID-TERM MODIFICATION: AUSTIN BRANDT

Austin Brandt provided a presentation on Demand Response Program as part of its 2016-2018 Energy Efficiency Plan. A filing to reallocate funds from Behavior Initiative to Demand Response was denied by the Department of Public Utilities, stating that a mid-term modification (“MTM”) would be necessary. In the summer of 2016, there were 9 demand response events with 39 participants with 56 thermostats. There was a very low opt-out rate, and the concept was well received. Challenges involved a low number of central a/c homes due to the overwhelming use of ductless mini splits, vendors’ concerns, and lack of smart metering. 2017 improvements involved a revised platform, expanding participation, and reducing costs by eliminating the energy monitoring equipment. The Compact staff is discussing the implementation of thermal storage for commercial and industrial projects. The advantages of this technology are that it’s safe, easily paired, and very easy to repair. Expanding a demand response program would provide a demand response offering to commercial and industrial customers while diverting funds away from a Behavior Initiative program that has costs that haven’t weighted out the benefits.

Richard Toole left at 4:31 PM.

Colin Odell asked first if Wi-Fi thermostats are available at the commercial level. Austin replied that the Honeywell Lyric will be the one that is used next summer. Colin asked whether the Ice Bear technology would be able to work with split systems, and Austin said, yes, that there are several different systems available up to 20-ton units. Ron Zweig asked if dehumidifiers could be used for this, and Austin replied saying that he isn’t confident that dehumidifiers have the same technology.

Joyce Flynn asked Austin what his recommendation was. Austin stated that he felt excited about the potential, more specifically on the residential side, but storage is important. The sense of the Board was that it supported requesting an MTM: the Board also asked for a budget presentation at the next meeting.

Brad Crowell left at 4:40 PM.

EXECUTIVE SESSION

Robert Schofield moved we enter into Executive Session, pursuant to MGL Chapter 30A §21(a) 3 to discuss strategy with respect to pending regulatory litigation relative to National Grid and the Cape Light Compact and the National Grid Agreement for Natural Gas Heated Homes (DPU 16-169), and pending regulatory litigation strategy regarding the 2017 Eversource rate case.

Joyce Flynn as Compact Chair declared that than open session may have a detrimental effect on the Cape Light Compact’s litigating position. The board would not return to Open Session at the conclusion of Executive Session.

Peter Cocolis seconded the motion, voted by roll call as follows:

- | | | | |
|----------------------------|-----|-------------------------------|-----|
| 1. D. Anthony – Barnstable | yes | | |
| 2. R. Schofield - Bourne | yes | 11. Joshua Peters – Sandwich | yes |
| 3. Colin Odell – Brewster | yes | 12. Joseph Buteau – Truro | yes |
| 4. Peter Cocolis – Chatham | yes | 13. Richard Elkin – Wellfleet | yes |
| 5. Tim Carroll – Chilmark | yes | 1. Joyce Flynn – Yarmouth | yes |

**JOINT POWERS AGREEMENT
OF THE
CAPE LIGHT COMPACT JPE**

This Joint Powers Agreement (“Agreement”) is effective as of the date set forth in Article I(A) (Effective Date; Formation) below, and is entered into by and among the municipalities and counties listed on Exhibit A hereto (the “Members”), pursuant to the authority of Massachusetts General Laws Chapter 40, §4A ½ and G.L. c. 164, §134.

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

WHEREAS, the Cape Light Compact (“Compact”) was entered into with the County of Barnstable, County of Dukes County and the municipalities legally joining therein, pursuant to the authority of Massachusetts General Laws Chapter 40, §4A, through an original Inter-Governmental Agreement effective as of October, 1997 which has been amended from time to time (most recently in November of 2015) and is due to expire in October of 2022 (the “IGA”); and

WHEREAS, under the authority of G.L. c. 164, §134, G.L. c. 25A, §6 and pursuant to the original Inter-Governmental Agreement, adopted October, 1997, as amended, the Compact developed a municipal aggregation plan, setting forth the structure, operations, services, funding and policies of the Compact, approved in D.T.E. 00-47 (August 10, 2000) and approved as updated in D.P.U. 14-69 (May 1, 2015; May 18, 2015); and

WHEREAS, the Compact currently operates a municipal aggregation competitive supply program pursuant to a municipal aggregation plan, setting forth the structure, operations, services, funding and policies of the Compact as most recently approved and updated in D.P.U. 14-69 (May 1, 2015; May 18, 2015) which provides electric power supply on an opt-out basis to customers across all customer classes located on Cape Cod and Martha’s Vineyard and the Compact also provides comprehensive energy efficiency services to Cape Cod and Martha’s Vineyard through the Cape Light Compact Energy Efficiency Plan; and

WHEREAS, it is in the best interests of the Compact’s members to transfer its administrative, fiscal and operational functions to a new independent legal entity, a joint powers entity, prior to expiration of the IGA; and

WHEREAS, members of joint powers entities are afforded express liability protection

C. Region.

The region within which the powers and duties provided in this Agreement shall be exercised is Barnstable County and Dukes County. The foregoing sentence shall not be construed as a limitation on the Cape Light Compact JPE's powers in any way, including, but not limited to, its power to offer statewide programs or participate in statewide proceedings (as such programs or proceedings may affect the region), or its power to contract with persons or entities outside the Commonwealth of Massachusetts.

D. Liability of Members.

Members shall not be liable for the acts or omissions of other Members or the region or the Cape Light Compact JPE created by this Agreement, unless the Member has agreed otherwise in this Agreement, or as may be provided for in a separate contract between the Member and the Cape Light Compact JPE. This subsection may not be amended unless such amendment obtains the affirmative approval of the Municipal Members whose population is at least equal to fifty percent (50%) of the combined population of all of the Municipal Members of the Cape Light Compact JPE.

This Agreement is not intended to impose any independent financial liabilities on the Members. Each Member shall remain responsible for its own debts and other financial liabilities, except as specifically provided herein, or as may be provided for in a separate contract between a Member and the Cape Light Compact JPE.

E. County Members.

Barnstable County and Dukes County may participate as limited members of the Cape Light Compact JPE and shall be referred to herein as the "County Members," or collectively with the Municipal Members as the "Members." The County Members shall not be permitted to vote on matters concerning aggregated power supply, energy efficiency plans and programs or other such matters committed to municipal aggregators pursuant to any provision of the Massachusetts General Laws. Other limitations on the participation rights of County Members are set forth elsewhere in this Agreement.

A county member of the Compact may become a Member of the Cape Light Compact JPE by duly executing this Agreement in accordance with the Joint Powers Statute. Each County Member shall provide a duly authorized signature page for attachment hereto.

ARTICLE II: GOALS; POLICIES; PURPOSES

The Cape Light Compact JPE's goals, policies and purposes include, without limitation, the following:

- a) providing the basis for aggregation of all consumers on a non-discriminatory basis;

ARTICLE III: POWERS OF THE CAPE LIGHT COMPACT JPE

The Cape Light Compact JPE is a body politic and corporate with power to:

- a) sue and be sued;
- b) make, negotiate and execute contracts and other instruments necessary for the exercise of the powers of the region, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct or individual financial obligations on any Member until approved by such individual Member, as the case may be;
- c) make, amend and repeal policies and procedures relative to the operation of the region in accordance with the Joint Powers Statute and other limitations as may be applicable under state law;
- d) receive and expend funds, including funds derived from the state mandated system benefit charges and to use such funds in accordance with state law;
- e) apply for and receive grants from the commonwealth, the federal government and other public and private grantors;
- f) submit an annual report to each Member, which shall contain a detailed audited financial statement and a statement showing the method by which the annual charges assessed against each governmental unit (if any) were computed;
- g) borrow money, enter into long or short-term loan agreements or mortgages and apply for state, federal or corporate grants or contracts to obtain funds necessary to carry out the purposes of the Cape Light Compact JPE, provided, however, that such borrowing, loans or mortgages shall be consistent with this Agreement, standard lending practices and G.L. c. 44, §§16-28;
- h) subject to G.L. c. 30B (or other applicable procurement laws), enter into contracts for the purchase of supplies, materials and services and for the purchase or lease of land, buildings and equipment, as considered necessary by the Governing Board;
- i) as a public employer, to hire staff;
- j) to plan projects;
- k) to implement projects and/or conduct research;
- l) adopt an annual budget and to direct the expenditure of funds made available to the Cape Light Compact JPE by grant or contribution from public and private sector entities, or on account of any contract negotiated or administered by the Cape Light Compact JPE;

ARTICLE V: GOVERNING BOARD

A. Powers of the Governing Board.

In accordance with the Joint Powers Statute, the Cape Light Compact JPE shall be governed by a board of directors consisting of the Directors from the Municipal Members (the "Governing Board"). The Governing Board shall be responsible for the general management and supervision of the business and affairs of the Cape Light Compact JPE, except with respect to those powers reserved to the Members by law or this Agreement. The Governing Board shall coordinate the activities of the Cape Light Compact JPE and may establish any policies and procedures necessary to do so. The Governing Board may from time to time, to the extent permitted by law, delegate any of its powers to committees, subject to such limitations as the Governing Board may impose. The Governing Board may delegate to the Executive Committee (as set forth below in Article V(C) (Executive Committee) the powers to act for the Governing Board between regular or special meetings of the Governing Board. The Governing Board may designate persons or groups of persons as sponsors, benefactors, contributors, advisors or friends of the Cape Light Compact JPE or such other title as they may deem appropriate and as is consistent with applicable law.

The Governing Board shall establish and manage a fund or funds to which all monies contributed by the Members, and all grants and gifts from the federal or state government or any other source shall be deposited.

The Governing Board may borrow money, enter into long or short-term loan agreements or mortgages and apply for state, federal or corporate grants or contracts to obtain funds necessary to carry out the purposes of the Cape Light Compact JPE. The borrowing, loans or mortgages shall be consistent with this Agreement, standard lending practices and G.L. c. 44, §§ 16-28. The Governing Board may, subject to G.L. c. 30B (or other applicable procurement laws), enter into contracts for the purchase of supplies, materials and services and for the purchase or lease of land, buildings and equipment, as considered necessary by the Governing Board.

B. Number, Qualifications and Term of Office.

The Governing Board shall consist of one Director for each Municipal Member. In the absence of a Director, his or her alternate shall be entitled to vote and otherwise exercise all of the powers of such Director. The Directors, and alternate directors, shall be selected by each Municipal Member in accordance with its municipal appointment rules and procedures and for such term as may be established by their respective appointing authorities. Except as hereinafter provided, the Directors (and alternates) shall hold office until the next selection of Directors (and alternates) by each such Member and until his or her successor is selected. Directors shall be subject to any limitations or direction established by their appointing authorities. The Cape Light Compact JPE shall not be responsible for interpreting or enforcing any such limitations that may be established by the appointing authorities. Further, any action on the part of the Cape Light Compact JPE shall not be rendered void or invalid as a result of a Director's failure to abide by any such limitations. The sole remedy of an appointing authority in such instance is to remove

accordance with this Agreement, each Municipal Member shall be entitled to select one (1) Director whose vote shall be equal in weight to the Director of any other Municipal Member, except as expressly set forth in the succeeding paragraphs. Directors may participate in meetings remotely in accordance with the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. In accordance with 940 C.M.R. 29.10 and the Open Meeting Law, G.L. c. 30A, §§ 18-25, a simple majority of the Directors of the Municipal Members must be physically present to attain a quorum. County Representatives shall not count towards a quorum as they have limited participation rights. Directors abstaining from voting shall be counted for meeting quorum purposes, but their votes shall not count with respect to the matters they abstain from voting on. By way of example, if ten (10) Directors from the Municipal Members are present and four (4) abstain from voting, and the remaining Directors split their votes four (4) in favor, two (2) against, the motion would pass.

While a quorum is present, unless another provision is made by law, this Agreement or by the Cape Light Compact JPE's own rules, all business shall be determined by a majority vote of the Directors of the Municipal Members then present and voting. Notwithstanding the foregoing, any vote involving a matter concerning issues which would or could bear in a direct and material fashion on the financial interests of the Municipal Members shall be taken by a weighted vote in which the vote of each Director shall be weighted in the same proportion as the population of the Municipal Member such Director represents bears to the whole population of the Municipal Members of the Cape Light Compact JPE, such population as determined, in the case of Barnstable County, by the most recent federal census, or decennial census, and, in the case of Dukes County, by the most recent data available from the Martha's Vineyard Commission. In case of a dispute as to whether a vote shall be taken on a weighted basis as set forth in this paragraph or on a one (1) town, one (1) vote basis as set forth in the preceding paragraph of this subsection, the determination shall be made by weighted vote as set forth herein. Exhibit B sets forth the population for each Municipal Member, and provides an example of a vote taken in accordance with weighted voting procedures.

E. Rules and Minutes; Meeting Announcements.

The Governing Board shall determine its own rules and order of business, unless otherwise provided by law or this Agreement. The Governing Board shall also provide for the keeping of minutes of its proceedings in accordance with the Open Meeting Law. All regular and Executive Committee meeting announcements shall be sent to all Directors and County Representatives.

F. Voting.

If requested by any Director and as may be required by law, a vote of the body shall be taken by a roll call and the vote of each Director shall be recorded in the minutes, provided, however, if any vote is unanimous only that fact need be recorded. Pursuant to the Open Meeting Law, roll call votes are required for the following: (i) a vote to go into executive session; (ii) votes taken in executive session; and (iii) votes taken in open session when one or more Directors is participating remotely.

Municipal Member, the alternate shall act in his or her stead. If a Municipal Member has not appointed an alternate, the Director position shall be considered vacant for that particular Municipal Member and it shall not be counted for quorum purposes under Article V(D) (Manner of Acting and Quorum) or for the purposes of the Open Meeting Law until the Municipal Member fills the vacancy and/or appoints an alternate.

2. Vacancies on the Executive Committee.

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

3. No Right to Compensation.

No Director shall receive an additional salary or stipend for his or her service as a Governing Board member. Directors are not eligible for health insurance or other benefits provided to employees of the Cape Light Compact JPE.

ARTICLE VI: MEETINGS OF THE GOVERNING BOARD

A. Place.

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

B. Regular Meetings.

Regular meetings may be held at such times as the Governing Board may fix but no less frequently than quarterly.

C. Special Meetings.

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

D. Notice.

In addition to the personal notice to Directors and County Representatives set forth in Article V(E) (Rules and Minutes; Meeting Announcements), public notice of any regular meeting shall be made in compliance with the Open Meeting Law and other applicable law. Forty-eight (48) hours' notice to Directors and County Representatives by mail, electronic mail, telegraph, telephone or word of mouth shall be given for a special meeting unless shorter notice is adequate under the circumstances, provided, however, that public notice of such special meeting has been made in compliance with applicable law. A notice or waiver of notice need not specify the purpose of any special meeting. Personal notice of a meeting need not be given to any Director

of confidentiality may lead to disciplinary action as established by the Governing Board, including a request for removal of a Director in accordance with Article V(G)(2) (Removal).

ARTICLE VIII: G.L. c. 268A

Directors, County Representatives, officers and employees of the Cape Light Compact JPE are subject to the provisions of the Massachusetts Conflict of Interest Law, G.L. c. 268A, and shall act at all times in conformity therewith. Public employees who work for two (2) or more public entities may find that each agency has an interest in a particular matter. Any employee, officer, County Representative or Director may request free legal advice from the State Ethics Commission about how the Conflict of Interest Law applies to them in a particular situation. This process is explained at <http://www.mass.gov/ethics/commission-services/request-advice.html>. Directors may also request a formal conflict of interest opinion from town counsel pursuant to G.L. c. 268A, §22.

In accordance with G.L. c. 268A, §23(c)(2), Directors, County Representatives, officers and employees of the JPE are prohibited from improperly disclosing materials or data that are exempt from disclosure under the Public Records Law, and were acquired by him or her in the course of his or her official duties, and may not use such information to further his or her personal interest.

ARTICLE IX: OFFICERS; STAFF; SERVICE PROVIDERS

A. Election.

At its first meeting of the calendar year, the Governing Board shall elect a chairman, vice chairman, treasurer, secretary and business officer and such other officers as the Governing Board shall determine. The term of office for those so elected shall be one (1) year and until their respective successors are elected and qualified. Other than the treasurer and business officer, all officers must be a Director and, upon selection of a successor Director by such officer's appointing Member, such officer shall immediately tender notice thereof to the Cape Light Compact JPE and the Governing Board shall select a replacement among the various Directors from the Municipal Members for the remaining term of such officer.

B. Qualifications.

Two (2) or more offices may be held by the same person, except the offices of chairman, secretary or treasurer.

C. Vacancies.

Any vacancy occurring among the officers, however caused, may be filled by the Directors from the Municipal Members for the unexpired portion of the term.

eligible to serve concurrently as treasurer. The treasurer, subject to the direction and approval of the Governing Board, shall be authorized to receive, invest and disburse all funds of the Cape Light Compact JPE without further appropriation. The treasurer shall give bond for the faithful performance of his or her duties in a form and amount as fixed by the Governing Board. The treasurer may make appropriate investments of the funds of the Cape Light Compact JPE consistent with G.L. c. 44, § 55B.

The Governing Board shall appoint a business officer who may be a city auditor, town accountant or officer with similar duties, of one of the Municipal Members. The business officer shall have the duties and responsibilities of an auditor or accountant pursuant to G.L. c. 41, §§52 and 56 and shall not be eligible to hold the office of treasurer.

If the Cape Light Compact JPE is using a service provider pursuant to Article IX(M) (Service Providers) to handle Cape Light Compact JPE funds, the Governing Board shall consider using one or more employees of such service provider to serve as treasurer or business officer.

I. Secretary.

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

J. Other Officers.

The Governing Board shall retain legal counsel for the Cape Light Compact JPE. The Cape Light Compact JPE's legal counsel may jointly represent the Cape Light Compact JPE's Municipal Member or other parties in accordance with this Article XIX(I) (Shared Legal Representation) of this Agreement.

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

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

The Governing Board may elect to expand, limit or otherwise amend the foregoing responsibilities by replacing this Article IX(K) with a list of responsibilities set forth in Exhibit C.

L. Cape Light Compact JPE Staff.

The Cape Light Compact JPE shall be a public employer. The Governing Board may employ personnel to carry out the purposes of this Agreement and establish the duties, compensation and other terms and conditions of employment of personnel. The Governing Board shall take all necessary steps to provide for continuation of membership in a valid and existing public employee retirement system.

M. Service Providers.

The Governing Board may appoint or engage one or more service providers to serve as the Cape Light Compact JPE's administrative, fiscal or operational agent in accordance with the provisions of a written agreement between the Cape Light Compact JPE and the service provider. A Municipal Member may contract with the Cape Light Compact JPE to be a service provider. The service provider agreement shall set forth the terms and conditions by which the service provider shall perform or cause to be performed the requested services. This subsection (M) shall not in any way be construed to limit the discretion of the Cape Light Compact JPE to hire its own employees to perform such functions.

ARTICLE X: BUDGET; FINANCING; BORROWING; AND RELATED MATTERS

A. Budget; Segregation of Funds; Expenditures.

Prior to the beginning of each fiscal year, the Cape Light Compact JPE staff shall work with the Governing Board to prepare a proposed operating budget. The Cape Light Compact JPE shall adopt an operating budget for each fiscal year and direct the expenditure of funds in accordance with applicable law. The operating budget and any amendments thereto shall be approved by a weighted vote of the Governing Board in accordance with Article V(D) (Manner of Acting and Quorum).

All funds of the Cape Light Compact JPE shall be held in separate accounts in the name of the Cape Light Compact JPE and not commingled with funds of any other person or entity. All funds of the Cape Light Compact JPE shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements. The Governing Board shall contract with a certified public accountant to make an annual audit of the accounts and records of the Cape Light Compact JPE. All expenditures shall be made in accordance with the approved budget and in accordance with any applicable procedures or controls as may be authorized by the Governing Board.

resolutions and various documents duly adopted by the Governing Board. The Members agree to abide by and comply with the terms and conditions of all such votes, resolutions and documents that may be adopted by the Governing Board, subject to the Members' right to withdraw from the Cape Light Compact JPE as described in Article XVI (Term; Termination; Withdrawal).

ARTICLE XII: ELECTRICITY AND OTHER AGREEMENTS

Pursuant to this Agreement, the Members and private consumers may enter into contracts for the distribution, transmission and/or supply of electricity, for the purchase of energy and RECs, and for project financing in support thereof, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct or individual financial obligations on any Members until approved by such individual Member, as the case may be, and further, that any contract shall indemnify and hold harmless the Cape Light Compact JPE and its Members from any financial liability or provide commercially reasonable indemnification with respect to the provision of such products or services.

ARTICLE XIII: OTHER APPLICABLE LAWS

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

ARTICLE XIV: INDEMNIFICATION OF DIRECTORS; LIABILITY OF DIRECTOR AND OFFICERS; INSURANCE; INDEMNIFICATION OF MEMBERS

A. Indemnification of Directors.

The Cape Light Compact JPE shall, to the extent legally permissible, indemnify the Directors, County Representatives, officers and Members. All contracts negotiated or undertaken by the Cape Light Compact JPE shall also include, to the maximum extent feasible, indemnification of the Directors, County Representatives, officers and the Members.

B. Liability of Directors, Officers, and Employees.

The Directors, County Representative, officers, and employees of the Cape Light Compact JPE shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, County Representative, officer, or employee.

C. Insurance.

The Cape Light Compact JPE shall acquire such insurance coverage as the Governing Board deems necessary to protect the interests of the Cape Light Compact JPE, the Members,

Any Member may voluntarily withdraw from the Cape Light Compact JPE at the end of each calendar quarter upon at least ninety (90) days prior written notice. Withdrawal of such Member shall not affect any obligations entered into prior to the date of withdrawal which are binding by their terms on such member, including, without limitation, contracts directly entered into by such Member and financial contributions to the Cape Light Compact JPE made or agreed to be made by such member.

This Agreement may be terminated by collective agreement of all the Municipal Members; provided, however, the foregoing shall not be construed as limiting the rights of a Municipal Member to withdraw its membership in the Cape Light Compact JPE, and thus terminate this Agreement only with respect to such withdrawing Municipal Member.

Upon termination of this Agreement, any surplus money or assets in possession of the Cape Light Compact JPE for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred under this Agreement shall be returned to the then-existing Members in proportion to the contributions made by each, if applicable; if no contributions were made, surplus assets shall be distributed based on the relative populations of each Municipal Member. Payment of liabilities and disbursement of surplus money or assets shall also be in accordance with any rules, regulations and policies adopted by governmental authorities having jurisdiction over the Cape Light Compact JPE.

ARTICLE XVII: CONSTRUCTION AND SEVERABILITY

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

ARTICLE XVIII: THE CAPE LIGHT COMPACT JPE AS SUCCESSOR TO THE COMPACT; TRANSFER OF COMPACT'S ADMINISTRATIVE AND OPERATIONAL FUNCTIONS

A. The Cape Light Compact JPE's Status as Successor Entity to the Compact.

It is the intent of the Members that the Cape Light Compact JPE eventually serve as the successor entity to the Compact.

In order to provide for an orderly transition, the Cape Light Compact JPE and the Compact will coordinate transfer and succession plans in accordance with this Article XVIII.

B. The Cape Light Compact JPE Records.

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

C. Fiscal Year.

The fiscal year of the Cape Light Compact JPE shall begin on January 1st and end on December 31st.

D. Notices.

All notices, waivers, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and if addressed to the Cape Light Compact JPE shall be sent to:

JPE Administrator
Cape Light Compact JPE
3195 Main Street
Open Cape Building
Barnstable, MA 02630

The Cape Light Compact JPE may change its address by sending a notice of change of address to all Members.

Members shall be required to send the Cape Light Compact JPE a notice each January setting forth the name, address and other contact information for its Director and alternate director, and the contact name and address for all notices to be sent to Members under this Agreement. If no address has been provided for notices, the Cape Light Compact JPE may use the Town Clerk's address for a Member as provided on its website.

A Member may change its address by sending a notice of change of address to the Cape Light Compact JPE.

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

G. Multiple Originals.

This Agreement shall be executed in accordance with the requirements of the Joint Powers Statute. Amendments to this Agreement requiring approval of Directors shall be executed by the Directors approving such amendments. Amendments to this Agreement requiring approval of the Municipal Members shall be executed in the manner set forth in the Joint Powers Statute.

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

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

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

I. Shared Legal Representation Involving Members or Other Public Entities; Official Duties of Cape Light Compact JPE Counsel.

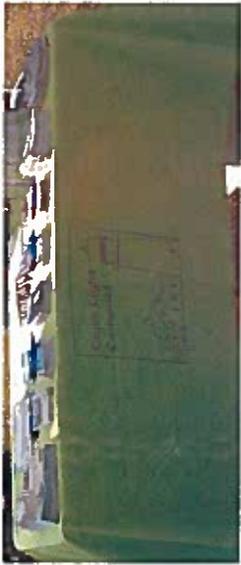
The Cape Light Compact JPE may from time to time to retain counsel who may also represent its Members or other public entities in matters in which the Cape Light Compact JPE has a direct or substantial interest without violating G.L. c. 268A, subject to the consent and approval of all parties requesting legal representation (which may be one or Members, or one or more non-Member parties). Such dual or common representation allows the Cape Light Compact JPE to pool resources for a common purpose, develop mutual interests, and preserve public funds. The official duties of the Cape Light Compact JPE counsel include, but are not limited to, representing Members or other public entities in: (i) administrative and judicial

EXHIBIT A

List of Members

EXHIBIT C

JPE Administrator Responsibilities



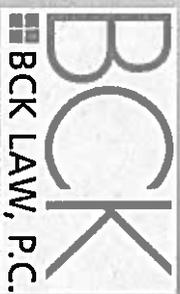
2017 Cape Light Compact Calendar of Events

Cape Light Compact is participating in several events in 2017. Below is a list of the major events that Compact staff will be attending. This list does not include several smaller events that we also attend during the year.

Date	Event	Location	Time
Sat & Sun 3/18-3/19/17	Hyannis Rotary Home & Garden Show	Barnstable High School, Hyannis	10a - 5p each day
Sat 4/8/17	Lower Cape Expo	Cape Cod Tech High School, Harwich	10a - 4p
Sat 7/8/17	Tisbury Street Fair	Downtown Vineyard Haven	6p - 9p
Sun 9/3/17	Truro Agricultural Fair	Truro Center	10a - 4p
Sat 10/7/17	Living Local Harvest Festival	West Tisbury Ag Hall	10a - 4p



If you have any additional events or presentations that you would like Cape Light Compact to attend, please reach out to Lindsay at lhenderson@capelightcompact.org or 508-375-6889.



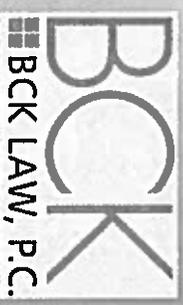
**THE CARPE LIGHT COMPACT
JOINT POWERS ENTITY**

February 8, 2017

COMPARISON TO AN INTER-GOVERNMENTAL AGREEMENT/BENEFITS OF A JPE

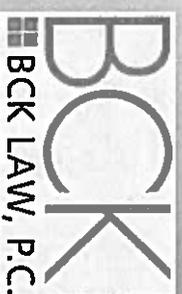
- A JPE offers express liability protection for its members.
- A JPE has public employer status.
- There is certainty as to the legal form of the JPE – it is a body politic and corporate, independent of its members.
- A JPE has the power to sue and be sued.
- A JPE can have a longer term of existence than an inter-governmental agreement (“IGA”); there is no term limit for the JPA.
- A JPE can borrow in its own name and purchase or lease land.

DRAFTING THE JPA

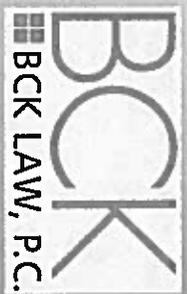


- Over the past month, Town Counsel to Aquinnah, Barnstable, Brewster, Chatham, Chilmark, Dennis, Dukes County, Eastham, Edgartown, Falmouth, Harwich, Mashpee, Oak Bluffs, Provincetown, Sandwich, Tisbury, Wellfleet and West Tisbury reviewed the draft JPA.
- The JPA was finalized after input from Town Counsel and is now in execution form.
- The Towns of Provincetown, Sandwich, Brewster, Dennis and Truro have recently or soon will take up consideration of joining the JPE and executing the JPA.

MODIFIED IGA PROVISIONS IN THE JPA



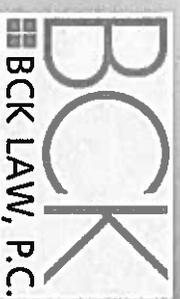
- The JPA contains all of the substantive provisions of the IGA, with the following modifications:
 - Barnstable County and Dukes County may participate as limited members of the JPE, with no voting rights on matters concerning aggregated power supply, energy efficiency plans and programs or other such matters that are committed by law to *municipal* aggregators. The two counties may appoint a representative to attend JPE Governing Board Meetings but these representatives are not Directors of the Governing Board and the County representatives do not count towards a quorum.
 - The Directors on the Governing Board are subject to any limitations or direction established by their appointing authorities.
 - The quorum requirements are clarified to state that a simple majority of the Directors of the Municipal Members must be physically present to attain a quorum. If a Director position is vacant and an alternate Director has not been appointed, the Director position is not counted for quorum or Open Meeting Law purposes.



MODIFIED IGA PROVISIONS IN THE JPA

- Clarifying language is added to the Conflict of Interest section to confirm that Directors may request formal opinions from town counsel and to expressly state that Directors, County Representatives, officers and employees of the JPE are prohibited from improperly disclosing materials acquired by him or her in the course of his or her official duties that are exempt from disclosure under the Public Records Law.
- Funds of the JPE will be held in separate accounts in the name of the JPE and not commingled with funds of any other person or entity and the Governing Board shall contract with a certified public accountant to make an annual audit of the accounts and records of the JPE.

ADDITIONAL JPA PROVISIONS



- **Indemnity:** the JPE will indemnify the Members regarding conduct, activities, operations, actions and omissions of the JPE under the JPA, subject to certain exceptions.
- **Liability:** no current or former Director, officer or employee will be responsible for any act or omission by another Director, County Representative, officer or employee.
- The JPA requires the JPE to acquire insurance coverage.
- The JPA incorporates reference to the Compact's main funding mechanisms set forth in its Aggregation Plan (the Operational Adder and Energy Efficiency system benefits changes) and the requirement for filing a municipal aggregation annual report with DPU.
- There is a dispute resolution provision for disputes arising out of the JPA. Before exercising any remedy provided by law, a Member and the JPE must engage in nonbinding mediation.
- The Governing Board may appoint or engage service providers to serve as the JPE's administrative, fiscal or operational agent and a Municipal Member may contract with the JPE to be a service provider (or the JPE may hire its own employees to perform such functions).



The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

NOTICE OF FILING, PROCEDURAL CONFERENCE AND PUBLIC HEARINGS

D.P.U. 17-05

January 30, 2017

Petition of NSTAR Electric Company and Western Massachusetts Electric Company, each doing business as Eversource Energy, pursuant to G.L. c. 164, § 94 and 220 C.M.R. § 5.00 et seq., for Approval of General Increases in Base Distribution Rates for Electric Service and a Performance Based Ratemaking Mechanism.

On January 17, 2017, NSTAR Electric Company ("NSTAR Electric") and Western Massachusetts Electric Company ("WMECo") (referred to collectively as "Companies"), each doing business as Eversource Energy, filed a petition with the Department of Public Utilities ("Department") seeking approval of increases in base distribution rates for electric service pursuant to G.L. c. 164, § 94, as well as other proposals. NSTAR Electric seeks to increase its rates to generate \$60.2 million in additional revenues, an approximate seven percent increase over current total operating revenues. WMECo seeks to increase its rates to generate \$35.7 million in additional revenues, an approximate 27 percent increase over current operating revenues. The Department has docketed this matter as D.P.U. 17-05.

The Department has suspended the effective date of the proposed rate increases to investigate the propriety of the Companies' request. The Companies have requested that any new rates approved in this proceeding be implemented in two phases, with the first phase to take effect on January 1, 2018 and the second phase to take effect on January 1, 2019.

NSTAR Electric's last base distribution rate proceeding was in 2005. Boston Edison Company, Cambridge Electric Light Company, Commonwealth Electric Company, NSTAR Gas Company, D.T.E. 05-85 (2005). WMECo's last base distribution rate proceeding was in 2010. Western Massachusetts Electric Company, D.P.U. 10-70 (2011). The Companies' requested rate increase includes the recovery of merger-related costs and, for WMECo, exogenous costs associated with the Department's Order in NSTAR/Northeast Utilities Merger, D.P.U. 10-170 (2012).

Currently, NSTAR Electric and WMECo are separate, wholly owned subsidiaries of Eversource Energy. As part of this proceeding, pursuant G.L. c. 164, § 96, the Department will review the Companies' request to complete the corporate consolidation of NSTAR Electric and WMECo. Although the Companies propose that costs will no longer be recorded, tracked or reported separately after the consolidation, the Companies propose to maintain separate rates applicable to NSTAR Electric and WMECo at this time. NSTAR Electric proposes to eliminate

- A typical residential non-heating low-income customer using 502 kWh of electricity per month in NSTAR Electric's South Shore, Cape Cod and Martha's Vineyard service areas can expect a monthly bill decrease of \$0.28 (0.4 percent).

Residential heating customers:

- A typical residential heating customer using 742 kWh of electricity per month in NSTAR Electric's Greater Boston service area can expect a monthly bill decrease of \$1.29 (0.8 percent);
- A typical residential heating customer using 538 kWh of electricity per month in NSTAR Electric's Cambridge service area can expect a monthly bill decrease of \$0.94 (0.8 percent); and
- A typical residential heating customer using 716 kWh of electricity per month in NSTAR Electric's South Shore, Cape Cod and Martha's Vineyard service areas can expect a bill decrease of \$1.24 (0.8 percent).

Residential low-income heating customers:

- A typical residential low-income heating customer using 778 kWh of electricity per month in NSTAR Electric's Greater Boston service area can expect a monthly bill increase of \$0.42 (0.4 percent);
- A typical residential low-income heating customer using 547 kWh of electricity per month in NSTAR Electric's Cambridge service area can expect a monthly bill increase of \$0.29 (0.4 percent); and
- A typical residential low-income heating customer using 894 kWh of electricity per month in NSTAR Electric's South Shore, Cape Cod and Martha's Vineyard service areas can expect a monthly bill increase of \$0.48 (0.4 percent).

Commercial and industrial customers:

- Commercial and industrial customers in NSTAR Electric's service area can expect annual bill impacts ranging from a decrease of 53 percent to an increase of 50 percent, on average, depending on the amount of their usage. Commercial and industrial customers should contact the Companies, as indicated below, for specific bill impacts.

WMECo – Phase I (January 1, 2018):

- A typical residential non-heating customer using 543 kWh of electricity per month can expect a monthly bill increase of \$11.51 (10.1 percent);

<http://www.mass.gov/dpu>. To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), contact Theresa Kelly at Theresa.Kelly@state.ma.us or (617) 305-3642.

Any person desiring further information regarding the Companies' petition should contact the Companies' counsel, Cheryl M. Kimball, Esq. at (617) 951-1400. Any person desiring further information regarding the Attorney General's notice of retention of experts and consultants should contact Joseph W. Rogers, Assistant Attorney General, at (617) 727-2200. Any person desiring further information regarding this notice should contact Marc J. Tassone, Hearing Officer, Department of Public Utilities, at (617) 305-3500.

FOR 2017 12

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED

120 CAPE LIGHT COMPACT							

8074 CAPE LIGHT COMPACT OPERTG FUND							

8074 CAPE LIGHT COMPACT OPERTG FUND							

8074 5100		CLC OPERTG FD-SALARIES					
	0.00	194,500.00	113,549.66	0.00	0.00	80,950.34	58.4%
8074 5199		CLC OPERTG FD-SALARY RESERVE					
	0.00	6,000.00	0.00	0.00	0.00	6,000.00	.0%
8074 5213		CLC OPERTG FD-TELEPHONES					
	0.00	3,000.00	152.97	0.00	247.03	2,600.00	13.3%
8074 5220		CLC OPERTG FD-UTILITIES					
	0.00	5,200.00	1,225.69	0.00	0.00	3,974.31	23.6%
8074 5233		CLC OPERTG FD-AUDIT/ACCTG SVCS					
	0.00	40,000.00	10,180.00	0.00	0.00	29,820.00	25.5%
8074 5235		CLC OPERTG FD-LEGAL SERVICES					
	0.00	232,019.00	117,321.47	0.00	0.00	114,697.53	50.6%
8074 5238		CLC OPERTG FD-IT COUNTY SUPPRT					
	0.00	8,750.00	3,172.47	0.00	0.00	5,577.53	36.3%
8074 5239		CLC OPERTG FD-CONTRACTUAL					
	0.00	65,000.00	35,186.60	0.00	0.00	29,813.40	54.1%
8074 5244		CLC OPERATG FD-PROFESS DEVELOP					
	0.00	5,000.00	1,100.00	0.00	0.00	3,900.00	22.0%
8074 5270		CLC OPERATG FD-CUSTO/MAIN-CNTY					
	0.00	9,789.00	4,802.48	0.00	0.00	4,986.52	49.1%
8074 5281		CLC OPERTG FD-OUTSTATE TRAVEL					
	0.00	6,000.00	920.58	0.00	0.00	5,079.42	15.3%
8074 5282		CLC OPERTG FD-IN STATE TRAVEL					
	0.00	16,000.00	5,195.27	0.00	0.00	10,804.73	32.5%
8074 5291		CLC OPERTG FD-ADVERTISING					
	0.00	45,100.00	33,242.45	0.00	6,213.70	5,643.85	87.5%
8074 5293		CLC OPER-OUTRCH/MARKETG CONTRC					
	0.00	36,000.00	22,987.50	0.00	10,230.00	2,782.50	92.3%
8074 5294		CLC OPERTG FD-FREIGHT/SHIPPG					
	0.00	250.00	44.68	0.00	0.00	205.32	17.9%
8074 5295		CLC OPERTG FD-PRINTG/COPYG					
	0.00	12,000.00	6,731.80	0.00	681.42	4,586.78	61.8%
8074 5320		CLC OPERTG FD-FOOD SUPPLIES					
	0.00	1,500.00	1,207.61	0.00	0.00	292.39	80.5%



ATTORNEYS AT LAW

The firm has attorneys also admitted to practice in District of Columbia, Idaho, New York and Vermont

271 WAVERLEY OAKS ROAD, SUITE 203
WALTHAM, MASSACHUSETTS 02452
617.244.9500

FACSIMILE: 802.419.8283
E-MAIL: bckboston@bck.com
WEBSITE: www.bck.com

February 6, 2017

**VIA ELECTRONIC MAIL
ORIGINAL BY HAND DELIVERY**

Mark D. Marini, Secretary
Department of Public Utilities
One South Station, 5th Floor
Boston, MA 02110

Re: D.P.U. 16-191/Investigation of the Department of Public Utilities, on its own motion, instituting a Rulemaking pursuant to St. 2016, c. 188, §12, G.L. c. 30A, §2 and 220 C.M.R. §2.00 et seq. pertaining to Competitively Solicited Long-term Contracts for Offshore Wind and Clean Energy Generation Resources

Dear Secretary Marini:

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, as well as Barnstable and Dukes counties, acting together as the Cape Light Compact (the "Compact") hereby submit these comments in response to the Notice of Public Hearing and Request for Comments issued on December 29, 2016 in the above-referenced docket ("Notice"), requesting comments on the Department of Public Utilities' ("DPU" or the "Department") Order Adopting Emergency Regulations issued as of even date with the Notice ("Order").

I. PROCEDURAL BACKGROUND

The Department issued the Order in response to the directive found in Section 12 of Chapter 188 of the Acts of 2016, An Act to Promote Energy Diversity (the "Act"). The Act amended the Green Communities Act of 2008 (the "GCA"), St. 2008, c. 169, by adding a new Section 83B (definitions), Section 83C (offshore wind energy generation resources) and Section 83D (clean energy generation resources). The Act requires that the Department adopt regulations governing the competitively solicited long-term contracts by electric distribution companies for these resources. Notice at 1. The Order contains the Department's new, emergency regulations, 220 C.M.R. §§23.00 *et seq.* governing Competitively Solicited Long-term Contracts for Offshore Wind Energy and 220 C.M.R. §§24.00 *et seq.* governing

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Woodstock, Vermont 05091
Telephone: 802.457.9050
Facsimile: 802.419.8283
E-Mail: bckvt@bck.com

MOUNTAIN STATES OFFICE:
P.O. Box 1527
Ketchum, Idaho 83340
Telephone: 208.727.9734
Facsimile: 802.419.8283
E-Mail: bckidaho@bck.com

be available to their basic service customers while the cost of the contracts is ultimately reconciled against *all* electric distribution customers in the distribution company's service territory (many of whom receive competitive electric supply or power supply through a municipal aggregation program, rather than basic service). Thus, it is possible that electric distribution customers will subsidize lower cost basic service as a result of the long-term contract requirements, which conflicts with the intent of the Electric Restructuring Act of 1997, St. 1997, c. 164, to create a competitive marketplace for electricity customers in Massachusetts. The Compact's comments in Section III below offer a proposal to incorporate in the Emergency Regulations that would mitigate the potential for cross-subsidization.

Also, while the Compact understands that the purpose of the instant proceeding is to effectuate the rulemaking required by the Act, it bears noting that with more customers leaving basic service, there is less rationale to continue to require electric distribution companies to fold such large quantities of energy and RECs into basic service. At present, one hundred and four (104) municipalities are approved as municipal aggregators in the Commonwealth and another thirty (30) are pending approval from the Department. For example, there are 42 municipalities approved as municipal aggregators in the Eversource service territory and according to annual report data filed with the Department, a majority of them are operating a power supply program. In addition, given the approval of a Purchase of Receivables Program (see D.P.U. 10-53) and the development of the Energy Switch Massachusetts website, there are now significant opportunities for customers in the Commonwealth to receive competitive electric supply. Thus, a large portion of customers in the distribution companies' service territories are now, or will soon be, taking aggregated or competitive power supply.

III. THE ORDER

The Compact recognizes that the Department's proposed regulations for use of energy and RECs set forth in 220 C.M.R. §23.06(1) and 220 C.M.R. §24.06(1) mirror the authority set forth in the Act. However, in practice, one way to ensure that there is no cross-subsidization is to require that if the energy and RECs are used by the distribution company for basic service and annual RPS compliance, the distribution company must charge its basic service customers the prevailing market prices for energy and RECs, and credit all distribution customers the revenues recovered from basic service customers for the long-term contract energy and RECs. This procedure was adopted by Eversource in the GCA Section 83 long-term contract dockets regarding use of RECs for annual RPS compliance. See D.P.U. 11-05, D.P.U. 11-06 and D.P.U. 11-07. On information and belief, the Compact believes this is also National Grid's practice with respect to RECs procured pursuant to the GCA's long-term contract provisions. The Compact strongly urges that the Department incorporate this requirement to charge basic service customers the prevailing market prices for energy and RECs into sections 220 C.M.R. §23.06(1)(a) and 220 C.M.R. §24.06(1)(a).

2016 Budgeted (Based on 2016 Planned)

Program	PA Costs					TOTAL PA COSTS
	PP&A	Marketing	Incentives	STAT	EHV	
A - Residential	\$ 1,264,548	\$ 477,434	\$ 14,564,274	\$ 4,559,849	\$ 769,948	\$ 21,175,953
A1 - Residential Whole House	\$ 815,400	\$ 176,447	\$ 10,548,164	\$ 3,801,241	\$ 616,118	\$ 15,952,371
A1a - Residential New Construction	\$ 23,099	\$ 6,994	\$ 2,321,481	\$ 831,011	\$ 16,370	\$ 450,955
A1b - Residential Multi-Family Retrofit	\$ 38,342	\$ 23,932	\$ 427,406	\$ 231,702	\$ 27,174	\$ 748,556
A1c - Residential Home Energy Services - Measures	\$ 655,565	\$ 92,833	\$ 9,634,746	\$ 1,868,725	\$ 500,378	\$ 12,753,248
A1d - Residential Home Energy Services - RCS	\$ 86,091	\$ 36,529	\$ -	\$ 1,497,128	\$ 61,014	\$ 1,680,762
A1e - Residential Behavior/Feedback Program	\$ 11,303	\$ 16,159	\$ 164,531	\$ 120,675	\$ 11,182	\$ 323,850
A2 - Residential Products	\$ 217,054	\$ 139,010	\$ 3,145,610	\$ 582,061	\$ 153,879	\$ 4,237,644
A2a - Residential Heating & Cooling Equipment	\$ 88,811	\$ 27,609	\$ 1,964,500	\$ 190,004	\$ 62,942	\$ 1,733,864
A2b - Residential Consumer Products	\$ 19,365	\$ 25,726	\$ 158,788	\$ 160,454	\$ 13,724	\$ 378,689
A2c - Residential Lighting	\$ 108,878	\$ 85,666	\$ 1,623,322	\$ 231,603	\$ 77,163	\$ 2,125,332
A3 - Residential Hard-to-Measure	\$ 236,114	\$ 162,177	\$ 872,500	\$ 176,568	\$ -	\$ 1,447,359
A3a - Residential Statewide Marketing	\$ -	\$ 112,017	\$ -	\$ -	\$ -	\$ 112,017
A3b - Residential Statewide Database	\$ 13,253	\$ -	\$ -	\$ -	\$ -	\$ 13,253
A3c - Residential DOER Assessment	\$ 145,089	\$ -	\$ -	\$ -	\$ -	\$ 145,089
A3d - Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A3e - Residential Sponsorships & Subscriptions	\$ 22,827	\$ 10,127	\$ -	\$ 99,468	\$ -	\$ 33,954
A3f - Residential HEAT Loan	\$ 53,945	\$ 11,532	\$ 850,000	\$ 19,680	\$ -	\$ 1,014,945
A3g - Residential Workforce Development	\$ -	\$ -	\$ -	\$ 57,500	\$ -	\$ 57,500
A3h - Residential RAD and Demonstration	\$ -	\$ 25,000	\$ 22,500	\$ -	\$ -	\$ 47,500
A3i - Residential Education	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
B - Low-Income	\$ 244,783	\$ 53,890	\$ 2,845,870	\$ 718,294	\$ 151,441	\$ 4,440,498
B1 - Low-Income Whole House	\$ 191,360	\$ 29,155	\$ 2,845,870	\$ 718,294	\$ 153,641	\$ 3,932,279
B1a - Low-Income Single Family Retrofit	\$ 132,659	\$ 22,670	\$ 1,933,450	\$ 535,701	\$ 106,558	\$ 2,731,937
B1b - Low-Income Multi-Family Retrofit	\$ 58,641	\$ 6,485	\$ 912,420	\$ 182,593	\$ 47,103	\$ 1,202,242
B2 - Low-Income Hard-to-Measure	\$ 77,483	\$ 24,736	\$ -	\$ -	\$ -	\$ 102,219
B2a - Low-Income Statewide Marketing	\$ 2,684	\$ -	\$ -	\$ -	\$ -	\$ 2,684
B2b - Low-Income Statewide Database	\$ 29,381	\$ -	\$ -	\$ -	\$ -	\$ 29,381
B2c - Low-Income DOER Assessment	\$ 36,070	\$ -	\$ -	\$ -	\$ -	\$ 36,070
B2d - Low-Income Energy Affordability Network	\$ 9,348	\$ 2,052	\$ -	\$ -	\$ -	\$ 11,400
C - Commercial & Industrial	\$ 830,371	\$ 235,539	\$ 2,794,815	\$ 1,774,112	\$ 503,983	\$ 13,162,821
C1 - Commercial Construction	\$ 90,884	\$ 10,704	\$ 1,217,530	\$ 294,107	\$ 66,048	\$ 1,679,273
C1a - Commercial New Building & Major Renovations	\$ 57,873	\$ 5,543	\$ 723,150	\$ 240,510	\$ 42,059	\$ 1,069,134
C1b - Commercial Initial Purchase & End of Useful Life	\$ 33,010	\$ 5,162	\$ 494,380	\$ 53,597	\$ 23,990	\$ 609,939
C2 - Commercial Retrofit	\$ 602,411	\$ 142,714	\$ 859,285	\$ 1,412,005	\$ 437,937	\$ 11,314,552
C2a - Commercial Existing Building Retrofit	\$ 174,387	\$ 51,702	\$ 2,504,305	\$ 365,059	\$ 126,733	\$ 3,221,186
C2b - Commercial Small Business	\$ 295,760	\$ 58,326	\$ 4,231,754	\$ 674,040	\$ 214,939	\$ 5,464,819
C2c - Commercial Multi-Family Retrofit	\$ 40,776	\$ 23,905	\$ 427,406	\$ 231,700	\$ 29,633	\$ 753,420
C2d - Commercial Upstream Lighting	\$ 91,688	\$ 8,781	\$ 1,385,820	\$ 141,206	\$ 66,632	\$ 1,694,127
C3 - Commercial Hard-to-Measure	\$ 136,877	\$ 102,120	\$ 40,000	\$ 70,000	\$ -	\$ 348,996
C3a - Commercial Statewide Marketing	\$ -	\$ 75,299	\$ -	\$ -	\$ -	\$ 75,299
C3b - Commercial Statewide Database	\$ 8,909	\$ -	\$ -	\$ -	\$ -	\$ 8,909
C3c - Commercial DOER Assessment	\$ 97,510	\$ -	\$ -	\$ -	\$ -	\$ 97,510
C3d - Commercial EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C3e - Commercial Sponsorships & Subscriptions	\$ 30,438	\$ 6,821	\$ -	\$ 60,000	\$ -	\$ 37,259
C3f - Commercial Workforce Development	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ 20,000
C3g - Commercial RAD and Demonstration	\$ -	\$ -	\$ 40,000	\$ 10,000	\$ -	\$ 50,000
GRAND TOTAL	\$ 2,367,772	\$ 787,063	\$ 27,508,959	\$ 7,054,275	\$ 1,427,594	\$ 38,445,613

2016 Actuals through Jan 2017

Program	PA Costs					TOTAL PA COSTS
	PP&A	Marketing	Incentives	STAT	EHV	
A - Residential	\$ 1,019,201	\$ 360,090	\$ 10,729,215	\$ 3,090,334	\$ 578,298	\$ 15,776,139
A1 - Residential Whole House	\$ 689,840	\$ 103,993	\$ 7,581,588	\$ 2,555,629	\$ 312,823	\$ 11,223,864
A1a - Residential New Construction	\$ 18,945	\$ 3,629	\$ 547,297	\$ 113,983	\$ 46,051	\$ 729,936
A1b - Residential Multi-Family Retrofit	\$ 31,498	\$ 4,421	\$ 334,142	\$ 80,290	\$ 23,992	\$ 474,343
A1c - Residential Home Energy Services - Measures	\$ 539,360	\$ 80,978	\$ 6,610,690	\$ 1,314,660	\$ 211,822	\$ 8,767,509
A1d - Residential Home Energy Services - RCS	\$ 9,286	\$ 13,661	\$ -	\$ 974,021	\$ 23,051	\$ 1,081,015
A1e - Residential Behavior/Feedback Program	\$ 1,303	\$ 1,303	\$ 79,439	\$ 72,675	\$ 7,908	\$ 170,611
A2 - Residential Products	\$ 728,307	\$ 123,086	\$ 2,556,793	\$ 438,344	\$ 365,475	\$ 3,562,005
A2a - Residential Heating & Cooling Equipment	\$ 17,917	\$ 17,917	\$ 1,118,649	\$ 148,432	\$ 73,960	\$ 1,431,194
A2b - Residential Consumer Products	\$ 15,908	\$ 24,775	\$ 166,922	\$ 99,227	\$ 4,338	\$ 311,220
A2c - Residential Lighting	\$ 89,442	\$ 81,114	\$ 1,271,221	\$ 190,636	\$ 187,177	\$ 1,819,591
A3 - Residential Hard-to-Measure	\$ 162,054	\$ 123,012	\$ 600,853	\$ 94,361	\$ -	\$ 992,280
A3a - Residential Statewide Marketing	\$ -	\$ 107,139	\$ -	\$ -	\$ -	\$ 107,139
A3b - Residential Statewide Database	\$ 2,704	\$ -	\$ -	\$ -	\$ -	\$ 2,704
A3c - Residential DOER Assessment	\$ 114,662	\$ -	\$ -	\$ -	\$ -	\$ 114,662
A3d - Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
A3e - Residential Sponsorships & Subscriptions	\$ 374	\$ -	\$ -	\$ -	\$ -	\$ 374
A3f - Residential HEAT Loan	\$ 44,315	\$ 7,884	\$ 600,853	\$ 92,555	\$ -	\$ 745,607
A3g - Residential Workforce Development	\$ -	\$ -	\$ -	\$ 3,780	\$ -	\$ 3,780
A3h - Residential RAD and Demonstration	\$ -	\$ -	\$ -	\$ 26	\$ -	\$ 26
A3i - Residential Education	\$ 212,561	\$ 17,989	\$ -	\$ -	\$ -	\$ 230,550
B - Low-Income	\$ 153,047	\$ 44,543	\$ 2,041,823	\$ 347,659	\$ 62,984	\$ 2,732,499
B1 - Low-Income Whole House	\$ 130,132	\$ 19,542	\$ 1,991,983	\$ 320,317	\$ 42,787	\$ 1,790,216
B1a - Low-Income Single Family Retrofit	\$ 46,915	\$ 7,291	\$ 649,639	\$ 137,312	\$ 19,297	\$ 860,455
B1b - Low-Income Multi-Family Retrofit	\$ 59,515	\$ 21,209	\$ -	\$ -	\$ -	\$ 81,224
B2 - Low-Income Hard-to-Measure	\$ 547	\$ -	\$ -	\$ -	\$ -	\$ 547
B2a - Low-Income Statewide Marketing	\$ 29,381	\$ -	\$ -	\$ -	\$ -	\$ 29,381
B2b - Low-Income Statewide Database	\$ 29,381	\$ -	\$ -	\$ -	\$ -	\$ 29,381
B2c - Low-Income DOER Assessment	\$ 28,587	\$ -	\$ -	\$ -	\$ -	\$ 28,587
B2d - Low-Income Energy Affordability Network	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C - Commercial & Industrial	\$ 685,219	\$ 130,200	\$ 4,811,947	\$ 1,127,323	\$ 275,793	\$ 12,080,422
C1 - Commercial Construction	\$ 76,108	\$ 10,787	\$ 698,570	\$ 244,577	\$ 57,785	\$ 1,087,228
C1a - Commercial New Building & Major Renovations	\$ 48,465	\$ 6,232	\$ 471,274	\$ 187,517	\$ 40,996	\$ 754,484
C1b - Commercial Initial Purchase & End of Useful Life	\$ 27,644	\$ 4,555	\$ 227,296	\$ 57,060	\$ 16,789	\$ 333,344
C2 - Commercial Retrofit	\$ 509,652	\$ 67,250	\$ 4,113,376	\$ 880,904	\$ 217,919	\$ 5,784,091
C2a - Commercial Existing Building Retrofit	\$ 146,036	\$ 18,779	\$ 1,710,327	\$ 370,533	\$ 65,478	\$ 2,311,153
C2b - Commercial Small Business	\$ 34,147	\$ 4,391	\$ 101,116	\$ 37,237	\$ 13,051	\$ 189,942
C2c - Commercial Multi-Family Retrofit	\$ 74,781	\$ 9,874	\$ 819,619	\$ 122,074	\$ 42,080	\$ 1,070,428
C2d - Commercial Upstream Lighting	\$ 104,469	\$ 72,163	\$ -	\$ 1,871	\$ -	\$ 178,503
C3 - Commercial Hard-to-Measure	\$ 1,874	\$ -	\$ -	\$ -	\$ -	\$ 1,874
C3a - Commercial Statewide Marketing	\$ 91,978	\$ -	\$ -	\$ -	\$ -	\$ 91,978
C3b - Commercial Statewide Database	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C3c - Commercial DOER Assessment	\$ 18,667	\$ -	\$ -	\$ -	\$ -	\$ 18,667
C3d - Commercial EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C3e - Commercial Sponsorships & Subscriptions	\$ -	\$ -	\$ -	\$ 1,844	\$ -	\$ 1,844
C3f - Commercial Workforce Development	\$ -	\$ -	\$ -	\$ 27	\$ -	\$ 27
C3g - Commercial RAD and Demonstration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ 1,907,982	\$ 588,833	\$ 17,599,784	\$ 4,885,315	\$ 916,085	\$ 25,581,000

as Percent

Program	PP&A	Marketing	Incentives	STAT	EHV	TOTAL PA COSTS
A - Residential	72.9%	16.1%	70.2%	63.4%	40.6%	72.9%
A1 - Residential Whole House	68.9%	10.4%	75.8%	63.4%	46.1%	72.9%
A1a - Residential New Construction	1.9%	0.3%	5.5%	1.1%	0.3%	1.9%
A1b - Residential Multi-Family Retrofit	3.1%	0.4%	3.3%	0.8%	0.2%	4.7%
A1c - Residential Home Energy Services - Measures	53.9%	8.1%	66.1%	13.1%	21.2%	87.6%
A1d - Residential Home Energy Services - RCS	0.9%	0.0%	7.9%	7.3%	0.8%	17.0%
A1e - Residential Behavior/Feedback Program	0.1%	0.0%	3.5%	3.6%	0.5%	8.1%
A2 - Residential Products	72.8%	12.3%	25.6%	43.8%	36.5%	72.8%
A2a - Residential Heating & Cooling Equipment	1.8%	1.8%	11.8%	14.8%	7.4%	14.3%
A2b - Residential Consumer Products	1.6%	2.5%	1.7%	0.9%	0.4%	3.1%
A2c - Residential Lighting	8.9%	8.1%	1.3%	1.9%	1.9%	18.1%
A3 - Residential Hard-to-Measure	16.2%	12.3%	6.0%	9.4%	-	44.9%
A3a - Residential Statewide Marketing	-	10.7%	-	-	-	10.7%
A3b - Residential Statewide Database	0.3%	-	-	-	-	0.3%
A3c - Residential DOER Assessment	11.5%	-	-	-	-	11.5%
A3d - Residential EEAC Consultants	-	-	-	-	-	-
A3e - Residential Sponsorships & Subscriptions	0.4%	-	-	-	-	0.4%
A3f - Residential HEAT Loan	4.4%	0.8%	6.0%	9.3%	-	20.5%
A3g - Residential Workforce Development	-	-	-	0.4%	-	0.4%
A3h - Residential RAD and Demonstration	-	-	-	0.0%	-	0.0%
A3i - Residential Education	21.3%	1.8%	-	-	-	23.1%
B - Low-Income	15.3%	4.5%	20.4%	34.8%	6.3%	27.3%
B1 - Low-Income Whole House	13.0%	1.9%	19.9%	32.0%	4.3%	21.1%
B1a - Low-Income Single Family Retrofit	4.7%	0.7%	6.5%	1.4%	0.2%	13.5%
B1b - Low-Income Multi-Family Retrofit	5.9%	2.1%	-	-	-	8.1%
B2 - Low-Income Hard-to-Measure	0.5%	-	-	-	-	0.5%
B2a - Low-Income Statewide Marketing	0.3%	-	-	-	-	0.3%
B2b - Low-Income Statewide Database	0.3%	-	-	-	-	0.3%
B2c - Low-Income DOER Assessment	0.3%	-	-	-	-	0.3%
B2d - Low-Income Energy Affordability Network	-	-	-	-	-	-
C - Commercial & Industrial	68.5%	13.0%	48.1%	11.3%	27.6%	68.5%
C1 - Commercial Construction	7.6%	1.1%	6.9%	2.4%	0.6%	10.9%
C1a - Commercial New Building & Major Renovations	4.8%	0.6%	4.7%	1.9%	0.4%	7.5%
C1b - Commercial Initial Purchase & End of Useful Life	2.8%	0.5%	2.3%	0.6%	0.2%	3.3%
C2 - Commercial Retrofit	50.9%	6.7%	41.1%	88.1%	21.8%	57.8%
C2a - Commercial Existing Building Retrofit	14.6%	1.9%	1.7%	3.7%	0.7%	23.1%
C2b - Commercial Small Business	3.4%	0.4%	1.0%	3.7%	1.3%	10.8%
C2c - Commercial Multi-Family Retrofit	74.8%	9.9%	81.9%	12.2%	4.2%	107.0%
C2d - Commercial Upstream Lighting	10.4%	7.2%	-	1.9%	-	17.5%
C3 - Commercial Hard-to-Measure	1.9%	-	-	-	-	1.9%
C3a - Commercial Statewide Marketing	9.2%	-	-	-	-	9.2%
C3b - Commercial Statewide Database	-	-	-	-	-	-
C3c - Commercial DOER Assessment	1.9%	-	-	-	-	1.9%
C3d - Commercial EEAC Consultants	-	-				