Cape Light Compact
Governing Board Meeting

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

AGENDA

2:00 – 2:10 Public Comment

2:10 – 2:15 Approval of Minutes (Attached) Pages 2-24

2:15 – 2:25 Treasurers’ Report

2:25 – 3:15 Energy Efficiency Program
2. Energy Education – Overview of State and National Awards
4. Discussion and Potential Vote on Martha’s Vineyard High School Cap (Attached) Pg. 43
5. Discussion and Potential Vote on Town of Falmouth Cap (Attached) Pg. 44

3:15 Discussion and Potential Vote on CLC Green - Affordable Housing Proposal (Attached) Pages 45-50

Administrator’s Report
1. Process for Expense Reports
2. Update on DPU 14-69

CVEC Update

3:40 – 4:15 Open Session Vote on Entry into Executive Session and Required Declarations of the Chair - M.G.L. c. 30A, Section 21 (a)(10): Power Supply Procurement Strategy Discussion (confidential and competitively sensitive information) and M.G.L. c. 30A, Section 21 (a)(3) and Section 21(a)(10): DPU 14-69 (discussion of litigation strategy and related power supply issues)
The Governing Board of the Cape Light Compact met on Wednesday, June 11, 2014 in Rooms 11 & 12, Superior Court House, 3195 Main Street, Barnstable, MA 02630.

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

**Absent Were:**
- Michael Hebert, Aquinnah
- Timothy Carroll, Chilmark
- Orleans, Vacant
- William Straw, Tisbury
- Richard Elkin, Wellfleet

**Legal Counsel:**
Jeffrey Bernstein, Esq., BCK Law, PC

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

**Others Present:**
Robert Palmieri, Yarmouth Energy Committee
Kathy Sherman, Brewster resident
Bill Norton, Opinion Dynamics
Antje Flanders, Opinion Dynamics

**Call to Order**
With a quorum present, Chr. Flynn called the meeting to order at 2:05 p.m. stating the agenda was posted in accordance with the Open Meeting Law on 6/9/14 @ 9:45 a.m.
OPEN SESSION VOTE ON ENTRY INTO EXECUTIVE SESSION
Chr. Flynn requested a motion to enter into Executive Session pursuant to MGL Ch30A § 21(a)(10) for the purpose of discussing power supply procurement strategy and MGL Ch. 30A § 21(a)(3) and § 21(a)(10) for the purpose of discussing litigation strategy and related power supply issues. She declared an open session may have a detrimental effect on Cape Light Compact’s ability to conduct business in relation to other entities making, selling or distributing electric power and energy and that the consideration of the purchase, exchange, lease or value of electricity will have a detrimental effect on Cape Light Compact’s negotiating position as a public body and a detrimental effect on the litigating position of the public body. She added the Governing Board would return to Open Session at the conclusion of Executive Session. R. Schofield moved the Board vote to enter into Executive Session for the purposes stated, seconded by P. Cocolis and voted unanimously in favor by Roll Call Vote as follows:

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

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

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

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

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

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

At 3:36 Barry Worth disconnected from the meeting.

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

R. Zweig requested acronyms be spelled out.

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

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

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

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

Motion carried in the affirmative (14-0-2).

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

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

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

ENERGY EFFICIENCY PENETRATION STUDY PRESENTATION
Opinion Dynamics provided a Power Point Presentation entitled CLC Potential & Program Opportunities Study (Attachment D)
P. Cabana requested MV YMCA be contacted to get comparison information to demonstrate actual advantage. Opinion Dynamics informed that those data are developed and reported annually. M. Song reported there are 150 pages of State-wide results. There was discussion relative to the survey consisting of 12 pages and the questions deemed to be fairly comprehensive. There was discussion about altruism being built into the survey. The model is for electric only and is consistent with requirements. There was discussion about tracking results by town or zip code.

**CONSIDERATION OF MEETING MINUTES**

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

**DPU 14-69**

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

**ADMINISTRATOR’S REPORT**

- M. Downey said the next Governing Board meeting is scheduled for July 9, 2014. P. Fontecchio informed that he is not available on that date.

- She reminded the members that expense reports due by next week. Expense reporting forms will be emailed to members.

- S. Wollenburg provided a Power Point Presentation entitled Enabling Solar on Affordable Housing (Attachment E).

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

D. Anthony said the idea is appealing but after 10 years of private sector and sounding like something close to what CVEC could do, he would prefer to have the Compact stay with its core focus. M. Downey said it is very similar to the Green Affordable Home Program funded by the CLC Green Fund. CVEC does not have cash to provide for the expensive up-front costs. There was discussion that a capital loan program should be available also for non-profits in communities as well. M. Downey said the amount needed needs to be known as well as the level of Board interest. If SRECs can be obtained at a good price, it can be in the Power Supply Program and this would be a Power Supply Program. There was discussion if this would put CLC in competition with local installers. It was determined since CLC would only be providing money for Renewable Energy Certificates which would not place CLC in competition with local installers. The organization will
choose the contractor. R. Zweig asked if an energy audit would be prerequisite. Currently the Habitat for Humanity is looking at new construction, but it is an excellent idea to consider installations for existing housing. P. Pimentel mentioned the risk associated with REC pricing and the risk of non-performance. It was though provisions could be included addressing this in any agreement. It was agreed to add the topic for further discussion to the next meeting agenda. T. Mayo expressed his support for the idea urging it be extended. He asked for best guess of what such a program would look like and specifically asked to see a scenario at next meeting.

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

Respectfully submitted,

Karen E. Loura
Administrative Assistant

Reviewed by B. Worth, Secretary on 7/8/14

List of materials distributed:

- 5/21/14 Draft Cape Light Compact Governing Board Meeting Minutes
- Copy of letter from Attorney General’s Office dated 5/30/14 relative to DPU 14-69
- Year-to-date Budget Report dated 6/11/14
- 2014 Budget (based on 3-year Plan)/Actuals (January – May)
- Proposed FY15 Operating Budget
- Copy of CLC Potential & Program Opportunities Study Power Point Presentation
- Copy of Power Point Presentation entitled: Enabling Solar on Affordable Housing
<table>
<thead>
<tr>
<th>OBJECT</th>
<th>APPROP BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>4599</td>
<td>CLC OPERGT FD-TRANSFERS</td>
<td>0</td>
<td>-3,124,703.00</td>
<td>0.00</td>
<td>1,124,783.00</td>
<td>100.0%</td>
</tr>
<tr>
<td>5100</td>
<td>CLC OPERGT FD-SALARIES</td>
<td>0</td>
<td>182,219.00</td>
<td>202,124.50</td>
<td>6,833.82</td>
<td>0.00</td>
</tr>
<tr>
<td>5213</td>
<td>CLC OPERGT FD-PHONE</td>
<td>0</td>
<td>1,200.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5214</td>
<td>CLC OPERGT FD-INTERNET/I</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5233</td>
<td>CLC OPERGT FD-AUDIT/ACCT</td>
<td>0</td>
<td>130,000.00</td>
<td>84,338.75</td>
<td>5,770.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5236</td>
<td>CLC OPERGT FD-LEGAL SERV</td>
<td>0</td>
<td>304,955.00</td>
<td>222,847.48</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5239</td>
<td>CLC OPERGT FD-CONTRACTUAL</td>
<td>0</td>
<td>119,755.00</td>
<td>88,720.66</td>
<td>18,610.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5281</td>
<td>CLC OPERGT FD-OUTSTATE T</td>
<td>0</td>
<td>3,630.68</td>
<td>3,586.99</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5282</td>
<td>CLC OPERGT FD-IN STATE T</td>
<td>0</td>
<td>12,369.32</td>
<td>5,828.09</td>
<td>214.32</td>
<td>0.00</td>
</tr>
<tr>
<td>5291</td>
<td>CLC OPERGT FD-ADVERTISING</td>
<td>0</td>
<td>15,482.64</td>
<td>14,581.63</td>
<td>2,221.14</td>
<td>0.00</td>
</tr>
<tr>
<td>5294</td>
<td>CLC OPERGT FD-FREIGHT/SH</td>
<td>0</td>
<td>250.00</td>
<td>46.92</td>
<td>0.00</td>
<td>203.08</td>
</tr>
<tr>
<td>5295</td>
<td>CLC OPERGT FD-FRINTG/COP</td>
<td>0</td>
<td>5,448.07</td>
<td>2,535.35</td>
<td>461.76</td>
<td>1,012.29</td>
</tr>
<tr>
<td>5298</td>
<td>CLC OPERGT-LED ST LIGHTS</td>
<td>0</td>
<td>150,000.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5361</td>
<td>CLC OPERGT FD-POSTAGE</td>
<td>0</td>
<td>11,000.00</td>
<td>6,482.96</td>
<td>521.16</td>
<td>915.88</td>
</tr>
<tr>
<td>5421</td>
<td>CLC OPERGT FD-ASSOC DUES</td>
<td>0</td>
<td>17,150.00</td>
<td>17,150.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5429</td>
<td>CLC OPERGT FD-SUBSCRIPTIONS</td>
<td>0</td>
<td>500.00</td>
<td>0.00</td>
<td>0.00</td>
<td>500.00</td>
</tr>
<tr>
<td>5463</td>
<td>CLC OPERGT FD-EQUIP RENT</td>
<td>0</td>
<td>3,000.00</td>
<td>0.00</td>
<td>0.00</td>
<td>3,000.00</td>
</tr>
<tr>
<td>5469</td>
<td>CLC OPERGT FD-MISC RENTAL</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5490</td>
<td>CLC OPERGT FD-GRANTS TO</td>
<td>0</td>
<td>402,745.00</td>
<td>402,745.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5555</td>
<td>CLC OPERGT FD-COMPUTER E</td>
<td>0</td>
<td>2,000.00</td>
<td>1,624.51</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5790</td>
<td>CLC OPERGT FD-TRANSFS</td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5981</td>
<td>CLC OPERGT FD-RETIREMENT</td>
<td>0</td>
<td>26,000.00</td>
<td>17,521.81</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5983</td>
<td>CLC OPERGT FD-GRP INSUR</td>
<td>0</td>
<td>17,000.00</td>
<td>19,082.09</td>
<td>892.48</td>
<td>0.00</td>
</tr>
<tr>
<td>5984</td>
<td>CLC OPERGT FD-MEDICARE</td>
<td>0</td>
<td>3,764.00</td>
<td>2,609.89</td>
<td>93.67</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**TOTAL CAPE LIGHT COMPACT OPERET**

<table>
<thead>
<tr>
<th>OBJECT</th>
<th>APPROP BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>4599</td>
<td>CLC OPERGT FD-TRANSFERS</td>
<td>0</td>
<td>1,408,468.71</td>
<td>-32,756.37</td>
<td>35,619.35</td>
<td>1,978.17</td>
</tr>
</tbody>
</table>

**TOTAL REVENUES**

<table>
<thead>
<tr>
<th>OBJECT</th>
<th>APPROP BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>4599</td>
<td>CLC OPERGT FD-TRANSFERS</td>
<td>0</td>
<td>1,408,468.71</td>
<td>-32,756.37</td>
<td>35,619.35</td>
<td>1,978.17</td>
</tr>
</tbody>
</table>

**TOTAL EXPENSES**

<table>
<thead>
<tr>
<th>OBJECT</th>
<th>APPROP BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>4599</td>
<td>CLC OPERGT FD-TRANSFERS</td>
<td>0</td>
<td>1,408,468.71</td>
<td>-32,756.37</td>
<td>35,619.35</td>
<td>1,978.17</td>
</tr>
</tbody>
</table>

**PRIOR FUND BALANCE**

<table>
<thead>
<tr>
<th>OBJECT</th>
<th>APPROP BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USED</th>
</tr>
</thead>
</table>

**CHANGE IN FUND BALANCE**

<table>
<thead>
<tr>
<th>OBJECT</th>
<th>APPROP BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>4599</td>
<td>CLC OPERGT FD-TRANSFERS</td>
<td>0</td>
<td>1,408,468.71</td>
<td>1,092,026.63</td>
<td>35,619.35</td>
<td>1,978.17</td>
</tr>
</tbody>
</table>

**CURRENT FUND BALANCE**

<table>
<thead>
<tr>
<th>OBJECT</th>
<th>APPROP BUDGET</th>
<th>YTD ACTUAL</th>
<th>MTD ACTUAL</th>
<th>ENCUMBRANCES</th>
<th>AVAILABLE BUDGET</th>
<th>PCT USED</th>
</tr>
</thead>
<tbody>
<tr>
<td>4599</td>
<td>CLC OPERGT FD-TRANSFERS</td>
<td>0</td>
<td>1,408,468.71</td>
<td>1,092,026.63</td>
<td>35,619.35</td>
<td>1,978.17</td>
</tr>
</tbody>
</table>
## 2014 Budgeted (Based on Three-year Plan)

<table>
<thead>
<tr>
<th>Program</th>
<th>PPA Costs</th>
<th>Other Costs</th>
<th>Total PA Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential (Total)</td>
<td>$813,872</td>
<td>$934,331</td>
<td>$1,748,203</td>
</tr>
<tr>
<td>Residential Whole House</td>
<td>802,168</td>
<td>1,031,759</td>
<td>1,833,927</td>
</tr>
<tr>
<td>Residential New Construction</td>
<td>712,619</td>
<td>909,780</td>
<td>1,622,402</td>
</tr>
<tr>
<td>Residential Multi-Family Rentr</td>
<td>32,050</td>
<td>21,980</td>
<td>54,030</td>
</tr>
<tr>
<td>Residential Home Energy Services</td>
<td>500,474</td>
<td>643,520</td>
<td>1,144,000</td>
</tr>
<tr>
<td>Residential Behavior/Feedback</td>
<td>-</td>
<td>11,000</td>
<td>11,000</td>
</tr>
<tr>
<td>Residential Products</td>
<td>149,078</td>
<td>17,681</td>
<td>326,959</td>
</tr>
<tr>
<td>Residential Cooling &amp; Heating Equipment</td>
<td>119,748</td>
<td>14,134</td>
<td>303,882</td>
</tr>
<tr>
<td>Residential Lighting</td>
<td>65,957</td>
<td>85,176</td>
<td>151,133</td>
</tr>
<tr>
<td>Residential Home Products</td>
<td>15,712</td>
<td>24,097</td>
<td>39,809</td>
</tr>
<tr>
<td>Residential Hard-to-Measure</td>
<td>127,880</td>
<td>207,182</td>
<td>335,062</td>
</tr>
<tr>
<td>Residential Statewide Marketing</td>
<td>-</td>
<td>92,126</td>
<td>92,126</td>
</tr>
<tr>
<td>Residential DOER Assessment</td>
<td>116,523</td>
<td>-</td>
<td>116,523</td>
</tr>
<tr>
<td>Residential EEAC Consultant</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Residential Sponsorship &amp; Subscriptions</td>
<td>16,313</td>
<td>-</td>
<td>16,313</td>
</tr>
<tr>
<td>Residential Heat Loan</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Residential Workforce Development</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Residential H&amp;O and Demonstration</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Residential Education</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Commercial (Total)</td>
<td>$1,101,310</td>
<td>$1,393,230</td>
<td>$2,494,540</td>
</tr>
<tr>
<td>Commercial Whole House</td>
<td>169,911</td>
<td>27,985</td>
<td>197,896</td>
</tr>
<tr>
<td>Commercial New Construction</td>
<td>169,911</td>
<td>27,985</td>
<td>197,896</td>
</tr>
<tr>
<td>Commercial Rentr</td>
<td>258,075</td>
<td>36,349</td>
<td>394,424</td>
</tr>
<tr>
<td>Commercial Cooling &amp; Heating</td>
<td>56,313</td>
<td>35,649</td>
<td>91,962</td>
</tr>
<tr>
<td>Commercial Lighting</td>
<td>56,313</td>
<td>35,649</td>
<td>91,962</td>
</tr>
<tr>
<td>Commercial Home Products</td>
<td>56,313</td>
<td>35,649</td>
<td>91,962</td>
</tr>
<tr>
<td>Commercial Hard-to-Measure</td>
<td>56,313</td>
<td>35,649</td>
<td>91,962</td>
</tr>
<tr>
<td>Commercial Statewide Marketing</td>
<td>56,313</td>
<td>35,649</td>
<td>91,962</td>
</tr>
<tr>
<td>Commercial DOER Assessment</td>
<td>56,313</td>
<td>35,649</td>
<td>91,962</td>
</tr>
<tr>
<td>Commercial EEAC Consultant</td>
<td>56,313</td>
<td>35,649</td>
<td>91,962</td>
</tr>
<tr>
<td>Commercial Sponsorship &amp; Subscriptions</td>
<td>56,313</td>
<td>35,649</td>
<td>91,962</td>
</tr>
<tr>
<td>Total (Total)</td>
<td>$1,915,182</td>
<td>$2,327,561</td>
<td>$4,242,743</td>
</tr>
</tbody>
</table>

## 2014 Actuals (January Through May)

<table>
<thead>
<tr>
<th>Program</th>
<th>PPA Costs</th>
<th>Other Costs</th>
<th>Total PA Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential (Total)</td>
<td>$173,161</td>
<td>$131,647</td>
<td>$304,808</td>
</tr>
<tr>
<td>Residential Whole House</td>
<td>171,664</td>
<td>44,725</td>
<td>216,389</td>
</tr>
<tr>
<td>Residential New Construction</td>
<td>3,625</td>
<td>3,625</td>
<td>7,250</td>
</tr>
<tr>
<td>Residential Multi-Family Rentr</td>
<td>7,625</td>
<td>7,625</td>
<td>15,250</td>
</tr>
<tr>
<td>Residential Home Energy Services</td>
<td>157,781</td>
<td>36,204</td>
<td>194,000</td>
</tr>
<tr>
<td>Residential Behavior/Feedback</td>
<td>6,083</td>
<td>4,742</td>
<td>10,825</td>
</tr>
<tr>
<td>Residential Products</td>
<td>92,093</td>
<td>35,614</td>
<td>227,708</td>
</tr>
<tr>
<td>Residential Cooling &amp; Heating Equipment</td>
<td>34,903</td>
<td>35,614</td>
<td>70,517</td>
</tr>
<tr>
<td>Residential Lighting</td>
<td>16,350</td>
<td>24,794</td>
<td>41,144</td>
</tr>
<tr>
<td>Residential Home Products</td>
<td>16,705</td>
<td>10,985</td>
<td>27,690</td>
</tr>
<tr>
<td>Residential Hard-to-Measure</td>
<td>161,061</td>
<td>168,382</td>
<td>329,443</td>
</tr>
<tr>
<td>Residential Statewide Marketing</td>
<td>-</td>
<td>50,466</td>
<td>50,466</td>
</tr>
<tr>
<td>Residential DOER Assessment</td>
<td>105,069</td>
<td>-</td>
<td>105,069</td>
</tr>
<tr>
<td>Residential EEAC Consultant</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Residential Sponsorship &amp; Subscriptions</td>
<td>7,930</td>
<td>-</td>
<td>7,930</td>
</tr>
<tr>
<td>Residential Heat Loan</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Residential Workforce Development</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Residential H&amp;O and Demonstration</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Residential Education</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Commercial (Total)</td>
<td>$39,338</td>
<td>$41,237</td>
<td>$80,575</td>
</tr>
<tr>
<td>Commercial Whole House</td>
<td>41,151</td>
<td>5,282</td>
<td>46,433</td>
</tr>
<tr>
<td>Commercial New Construction</td>
<td>1,340</td>
<td>227</td>
<td>1,567</td>
</tr>
<tr>
<td>Commercial Cooling &amp; Heating</td>
<td>33,683</td>
<td>6,867</td>
<td>40,550</td>
</tr>
<tr>
<td>Commercial Lighting</td>
<td>7,456</td>
<td>1,415</td>
<td>8,871</td>
</tr>
<tr>
<td>Commercial Home Products</td>
<td>17,766</td>
<td>6,436</td>
<td>24,202</td>
</tr>
<tr>
<td>Commercial Hard-to-Measure</td>
<td>17,766</td>
<td>6,436</td>
<td>24,202</td>
</tr>
<tr>
<td>Commercial Statewide Marketing</td>
<td>-</td>
<td>9,428</td>
<td>9,428</td>
</tr>
<tr>
<td>Commercial DOER Assessment</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Commercial EEAC Consultant</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Total (Total)</td>
<td>$304,808</td>
<td>$277,220</td>
<td>$582,028</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>FY 14</th>
<th>Proposed FY15</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$ 182,219.00</td>
<td>$ 235,000.00</td>
<td>Stephan 100%, Maggie 100% Karen 25%, Lindsay 25%</td>
</tr>
<tr>
<td>Auditor</td>
<td>$ 130,000.00</td>
<td>$ 40,000.00</td>
<td>RFP for CLC load</td>
</tr>
<tr>
<td>Legal</td>
<td>$ 383,105.00</td>
<td>$ 390,302.00</td>
<td>web redesign, brochures, media</td>
</tr>
<tr>
<td>Contractual</td>
<td>$ 45,000.00</td>
<td>$ 45,000.00</td>
<td></td>
</tr>
<tr>
<td>Outreach/Marketing Contractor</td>
<td>$ 1,200.00</td>
<td>$ 3,000.00</td>
<td></td>
</tr>
<tr>
<td>IT County Support</td>
<td>$ 16,000.00</td>
<td>$ 16,000.00</td>
<td></td>
</tr>
<tr>
<td>Travel Out-of-state</td>
<td>$ 24,000.00</td>
<td>$ 6,000.00</td>
<td></td>
</tr>
<tr>
<td>Travel In-state</td>
<td>$ 12,000.00</td>
<td>$ 35,000.00</td>
<td></td>
</tr>
<tr>
<td>Advertising - power supply</td>
<td>$ 250.00</td>
<td>$ 250.00</td>
<td></td>
</tr>
<tr>
<td>Postage</td>
<td>$ 11,000.00</td>
<td>$ 13,000.00</td>
<td></td>
</tr>
<tr>
<td>Sponsorships (formerly Association Dues)</td>
<td>$ 11,000.00</td>
<td>$ 18,000.00</td>
<td>Roundtable, Living Local, NECA, PTI, Rotary Show (1/2 events)</td>
</tr>
<tr>
<td>Subtotal CLC Operating Budget</td>
<td>$ 1,002,038.00</td>
<td>$ 1,110,417.00</td>
<td></td>
</tr>
<tr>
<td>OPEB Reserve</td>
<td>$ 300,731.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CVEC Operating Grant</td>
<td>$ 402,885</td>
<td>$ 403,455.00</td>
<td></td>
</tr>
<tr>
<td>CVEC Loan</td>
<td>$ 100,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total CLC FY 15 Operating Budget</td>
<td>$ 1,604,872.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CLC POTENTIAL & PROGRAM OPPORTUNITIES STUDY

Board Meeting

6/11/2014
Agenda

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

- Opinion Dynamics Corporation
  - Headquartered in Waltham, Massachusetts
  - One of the leading energy efficiency research and evaluation companies
  - Extensive local experience (and local presence)

- Subcontractors
  - Dunsky Energy Consulting
  - Mad Dash Inc.
Study Outcomes (What?)

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

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

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

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

Opinion Dynamics
Overview of Tasks (How?)

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

- Worked closely with CLC staff to define the study scope, project outcomes, deliverables, and budget
  - Reviewed existing CLC data
  - Determined required primary research approaches and sample sizes
  - Determined the appropriate potential model framework
  - Determined level of detail required for various study components
  - Developed detailed work plan outlining the approach, project timeline, and budget
- Task is completed
Task 2: Primary Data Collection

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

- Commercial & Industrial
  - Phone survey with 520 customers (high-level equipment penetration, occupancy patterns, barriers to energy efficiency/program participation)
  - On-site verification for 146 customers (nested sample; same equipment information as in phone survey plus technical data)

- Task is on-going
Task 3: Model Development

1. Develop Model Framework
2. Request and Review CLC Data and Materials
3. Collect Additional Data to Fulfill Model Needs
4. Feedback from CLC
5. Populate Model
6. Develop Adoption Rate Assumptions
Task 4. Analysis and Reporting

- Comprehensive report, with methodology
  - Remaining cost-effective opportunity scenarios, by sector and segment
  - Summary of penetration and saturation results
  - Program opportunities in light of program design, goals, and potential program enhancements
- Data sets: penetration and saturation
- Consolidated presentation of findings
- Deliver and train CLC staff on adjustable, transparent potential model
  - Models with inputs and outputs for reported scenarios
**Task 5: Program Design Support**

- For larger C&I customers only

<table>
<thead>
<tr>
<th>Element of Program Design Support</th>
<th>Level of Support</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Literature Review</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>CLC Data Review</td>
<td>Comprehensive</td>
</tr>
<tr>
<td>Interviews with Program Managers</td>
<td>Multiple</td>
</tr>
<tr>
<td>Interviews with Program Partners</td>
<td>yes</td>
</tr>
<tr>
<td>Best Practices Scan</td>
<td>yes</td>
</tr>
<tr>
<td>Gap Analysis</td>
<td>yes</td>
</tr>
<tr>
<td>Scenario Analysis</td>
<td>yes</td>
</tr>
<tr>
<td>Budget Support</td>
<td>Bottom-up</td>
</tr>
<tr>
<td>Incentive Levels</td>
<td>Detailed (size and structure)</td>
</tr>
<tr>
<td>Process Flows</td>
<td>TBD</td>
</tr>
<tr>
<td>Logic Model</td>
<td>TBD</td>
</tr>
<tr>
<td>Enabling Strategies</td>
<td>Detailed</td>
</tr>
</tbody>
</table>
Project Timeline (When?)

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

*Note: Handwritten note*

2 drawings
Gift card substantive
$1,000 EE appliance
Questions & Answers
Enabling Solar on Affordable Housing

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

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

The benefits:
- By defraying the up-front cost, PV could become attainable on affordable housing.
- Efficient homes reduce default risk. Reasonable to suggest that solar could help accomplish the same.
- Fosters development of PV on the Cape and Vineyard.
- The Compact may have a use for the SRECs.
How it might work:
- The Compact would agree on a price, a term, and a production estimate with the housing organization.
- These numbers would be used to calculate a lump payment to defray the initial cost of the PV system.
- As SRECs are produced over the term, the Compact would take ownership of them. The Compact could sell them or use them. If they were sold, **proceeds could be used to make the program self-sustaining.**

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

• First Year of 2013-2015 Three Year Plan

• Results for 2013 as well as summary results for 2010 - 2012

• Compact’s performance toward unprecedented Savings and Benefits Goals
## 2013 CUSTOMERS

<table>
<thead>
<tr>
<th>Customer Class</th>
<th>Number of Customers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>167,969</td>
</tr>
<tr>
<td>Low-Income</td>
<td>8,430</td>
</tr>
<tr>
<td>C&amp;I</td>
<td>24,336</td>
</tr>
<tr>
<td>Street Lighting</td>
<td>2,290</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>203,025</strong></td>
</tr>
</tbody>
</table>
• Benefits =
  – Electric Savings
  – Avoided Costs
    • Electricity Generation and Transmission
  – Non-Electric Impacts
    • Non-Electric Benefits (NEBs)
      – Fuel Savings (Oil, Natural Gas, Propane)
    • Non-Energy Impacts (NEIs)
      – Reduced Water/Sewer Costs
      – Reduced Lighting/Equipment Maintenance
      – Increased Property Value
# 2013 Results

**Cape Light Compact 2013 Summary Results**

<table>
<thead>
<tr>
<th></th>
<th>PA Costs (aka Budget)</th>
<th>Benefits</th>
<th>Annual MWh Savings</th>
<th>Lifetime MWh Savings</th>
<th>BCR</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Planned</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>$ 12,990,648</td>
<td>$ 64,517,568</td>
<td>16,176</td>
<td>135,146</td>
<td>4.26</td>
</tr>
<tr>
<td>Low-Income</td>
<td>$ 3,306,419</td>
<td>$ 12,286,511</td>
<td>1,327</td>
<td>11,299</td>
<td>3.72</td>
</tr>
<tr>
<td>C&amp;I</td>
<td>$ 13,591,802</td>
<td>$ 47,221,377</td>
<td>24,166</td>
<td>266,421</td>
<td>3.23</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 29,888,870</td>
<td>$124,025,457</td>
<td>41,669</td>
<td>412,865</td>
<td>3.75</td>
</tr>
<tr>
<td><strong>Actual</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Residential</td>
<td>$ 16,216,641</td>
<td>$ 66,044,029</td>
<td>13,159</td>
<td>115,891</td>
<td>3.52</td>
</tr>
<tr>
<td>Low-Income</td>
<td>$ 2,713,226</td>
<td>$ 10,407,919</td>
<td>1,828</td>
<td>17,237</td>
<td>3.75</td>
</tr>
<tr>
<td>C&amp;I</td>
<td>$ 6,709,066</td>
<td>$ 30,825,881</td>
<td>13,639</td>
<td>159,994</td>
<td>3.54</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$ 25,638,933</td>
<td>$107,277,829</td>
<td>28,625</td>
<td>293,122</td>
<td>3.55</td>
</tr>
</tbody>
</table>
2013 Sector Benefits & Savings

- Benefits: 29% C&I, 10% Low-Income, 62% Residential
- Annual MWh Savings: 48% C&I, 6% Low-Income, 46% Residential
- Lifetime MWh Savings: 55% C&I, 6% Low-Income, 40% Residential
## Cape Light Compact 2010-2013 Comparison

<table>
<thead>
<tr>
<th></th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Benefits</strong></td>
<td>$38M</td>
<td>$69M</td>
<td>$96M</td>
<td>$107M</td>
</tr>
<tr>
<td><strong>Annual Savings (MWh)</strong></td>
<td>15K</td>
<td>25K</td>
<td>29K</td>
<td>29K</td>
</tr>
<tr>
<td><strong>Lifetime Savings (MWh)</strong></td>
<td>166K</td>
<td>262K</td>
<td>297K</td>
<td>293K</td>
</tr>
</tbody>
</table>
• Compact’s Programs are highly cost effective, returning $3.55 for every dollar invested
• Compact’s Programs are comprehensive, tailored to our customers
• Compact responded to ambitious plan goals with sustained strong performance while maintaining costs within planned levels
• Compact continuing efforts to respond to ambitious goals in 2014
THANK YOU

• For more information, please visit http://www.capelightcompact.org/report/annual-reports-on-energy-efficiency-activities/

• Thank you!

  Phil Moffitt, Evaluation Manager
  pmoffitt@capelightcompact.org
C.A.P.E. Presence Pro Energy update

Board Meeting
July 09, 2014
Briana C. Kane, Sr. Residential Program Coordinator
C.A.P.E. Presence Pro Energy

• What is this effort about?

  – Cape Light Compact wants to help customers understand the way their home or business uses electricity

  – Participants will be able to see near real time whole-building energy consumption after they install their monitor
    • Computer and mobile (Apple and Android devices)

  – Engaging customers through messaging, comparisons, and energy challenges

  – Provides participants additional capabilities like using a spare Apple or Android device as a video monitor

  – Smart plug controls will also be available for purchase which will allow lighting, entertainment centers, etc. to become automated
What are the minimum requirements?

- Must be a residential or commercial customer with an active NSTAR electric account, and have more than 6 months of usage per year
- There is no cost to participate and the basic monitoring equipment is free
- Must live on Cape Cod or Martha's Vineyard
- Business must be located on Cape Cod or Martha's Vineyard
- Need to have access to your electric meter to install a monitor on it
  - An app based installer to help with the install is complete
  - BlueLine will have staff available to field install questions M-F during business hours, #800
- Need to have a Wi-Fi router (always on)
- Not currently compatible with Solar (PV or SDHW)
Launch schedule

- **06/08, 06/09 and 06/10/2014** 3 webinars were held
  - Aquinnah, Barnstable, Bourne, Chilmark, D-Y Schools, Dennis, Harwich, Mashpee, Oak Bluffs, Provincetown, West Tisbury, Yarmouth had representation on the calls

- **06/11/2014** – applications emailed to potential Recruiting Organizations
  - 3 applications received as of 07/07/2014 – Chilmark, Dennis, D-Y Schools

- **07/09/2014** – applications due from potential Recruiting Organizations

- **07/10 - 07/11/2014** – Recruiting Organizations are notified if they qualify

- **07/18 - 08/01/2014** – BETA Testing (max. 3 / Recruiting Organization)

- **08/01/2014** – online application opens to the public
We want to help you save!

Answer the questions below to see if your household or business qualifies for the Cape Light Compact Utility Program. Enter your:

What's your zip code?

Do you have electricity in this zip code at least 6 months per year?
- Yes
- No

Can you access your electrical meter?
- Yes
- No

Do you have a well meter?
- Yes
- No

Who referred you?

Brina Kane
PowerCost Meter

History
Pinch the chart to zoom in

Energy [KWh-hours]

2014-06-01 - 2014-06-06

$0003.14
Thank you!

www.capelightcompact.org/smart

Briana C. Kane, Sr. Residential Program Coordinator

508-744-1277

bkane@capelightcompact.org
WAIVER OF INCENTIVE CAP MARTHA’S VINEYARD REGIONAL HIGH SCHOOL RETROFIT PROJECT

REQUESTED BY: Stephan Wollenburg

Proposed Motion(s)

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

Additional Information

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

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

Record of Board Action

<table>
<thead>
<tr>
<th>Motion by:</th>
<th>Second by:</th>
<th># Aye</th>
<th># Nay</th>
<th># Abstain</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Agenda Action Request
Cape Light Compact
Meeting Date: 7/9/2014

WAIVER OF INCENTIVE CAP
TOWN OF FALMOUTH ESCO PROJECT

REQUESTED BY: Stephan Wollenburg

**Proposed Motion(s)**

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

**Additional Information**

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

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

**Record of Board Action**

<table>
<thead>
<tr>
<th>Motion by:</th>
<th>Second by:</th>
<th># Aye</th>
<th># Nay</th>
<th># Abstain</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Agenda Action Request
Cape Light Compact
Meeting Date: 7/9/2014

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

REQUESTED BY: Stephan Wollenburg

Proposed Motion(s)

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

Additional Information

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

The proposed revisions accomplish two major edits:

- First, they make it clear that the cost of participating in CLC Green is based on a fixed premium above the Compact’s power supply rates. The previous terms of service only referred to the price that was in effect at the time they were used.

- Second, the revisions would allow the Compact to use a portion of CLC Green revenue to promote the development of local renewable resources beyond just the purchase and retirement of RECs for CLC Green participants.

Record of Board Action

<table>
<thead>
<tr>
<th>Motion by:</th>
<th>Second by:</th>
<th># Aye</th>
<th># Nay</th>
<th># Abstain</th>
<th>Disposition</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Terms of Service: Cape Light Compact Green 100%SM

This Customer Agreement for Cape Light Compact Green℠ Service (“Agreement”) is between the Cape Light Compact (“the Compact”) and you, a residential customer who has selected Cape Light Compact Green℠ as a renewable energy program. The Compact is authorized by the Massachusetts Department of Public Utilities (“DPU”) to administer the Cape Light Compact Green℠ program. These Terms of Service govern your participation in the Compact’s Cape Light Compact Green 100%℠. Please keep a copy for your records. From the time you receive this, you have three business days to change your mind about choosing Cape Light Compact Green 100%℠. You may cancel this agreement by calling the Compact’s customer service number (1-800-381-9192) or by writing to the billing address listed below.

Who should I contact for more information?
Cape Light Compact (“The Compact”)
Barnstable Superior Court House
P.O. Box 427
3195 Main Street (Route 6A)
Barnstable, Massachusetts 02630
Phone: 800-381-9192
Web address: www.capelightcompact.org

How will I be billed?

Payments associated with Cape Light Compact Green 100%℠ will be automatically included in your regular monthly electricity bill from NSTAR. Bills for Cape Light Compact Green 100%℠ do not in any way affect or replace your obligation to pay NSTAR for the services it provides. This means that your total electricity service cost will include your Cape Light Compact Green 100%℠ payments, as well as your NSTAR retail delivery service. Payment of all charges, including those associated with Cape Light Compact Green 100%℠, are payable to NSTAR. No interest will accrue on any arrears associated with Cape Light Compact Green 100%℠. The low-income guarantee will not apply to the provision of Cape Light Compact Green 100%℠.

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

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

Cape Light Compact Green 100%℠ is priced as a premium of 3.59016 cents per kilowatt-hour (“kWh”) above the Compact’s basic electric rate for the applicable rate class. The total price, comprised of the premium and the basic electric rate, will change as the Compact’s basic electric rate changes. This total price will be applied to your electricity usage.

For example, the average New England household uses about 500 kWh/month. For a month in which the Compact’s basic electric rate for residential customers is 9.09 cents per kWh, the total cost of Cape Light Compact Green 100%℠ would be 10.69 cents per kWh. The total cost of Cape Light Compact Green 100%℠ for this household would be calculated as follows: 500 kWh x $0.1069 = $53.45. Your total charges for Cape Light Compact Green 100%℠ will vary from month to month according to your electricity usage.

Will my electricity rates or resource mix change over time?

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

On a quarterly basis, the Compact will also provide you with a summary for Cape Light Compact Green℠ Program Environmental Disclosure Statement, which documents the price, fuel source, resource mix, emissions, and labor information on the energy you have chosen. This document is available at the Compact’s website at www.capelightcompact.org/environmentaldisclosure. The resource mix reported for Cape Light Compact Green℠ will be for the most recent four quarters for which data is available.

The rates for your electricity services from the Compact may vary over time. For more information on these charges please contact the Compact’s customer service department at 1-800-381-9192 or log on to www.capelightcompact.org for current information about your supplier services.
What fuel sources will be used to generate Cape Light Compact Green 100%SM:

The amount of "new" generating facilities in Cape Light Compact Green 100%SM exceeds the amount required under the Massachusetts Renewable Portfolio Standard (RPS) which mandates that all sales of electricity sold in Massachusetts in 2010 include 15% "new" renewable generation. At least 25% of Cape Light Compact Green 100%SM is from qualified "new" electricity generating facilities and the remainder is from wind, solar, low-impact small hydroelectric and/or landfill gas facilities. The Compact reserves the right to substitute all or some landfill gas certificates with wind certificates from land-based wind projects that may come online in 2011. All of these resources are located in New England. Visit the Cape Light Compact Green SM Program Environmental Disclosure Statement will provide you with more details on the resource mix. "New" renewables are generation facilities operating on or after January 1, 1998.

How will I know that I am participating in the Cape Light Compact Green 100%SM program?

Whether you choose green power or not, a distinct set of environmental characteristics will be assigned to the electricity you use and disclosed to you each quarter your use.
When you choose Cape Light Compact Green 100%SM you will be assigned the characteristics of the Cape Light Compact Green 100%SM resource mix (described above). Each quarter, the Compact will send you a disclosure statement detailing the electricity source and environmental characteristics associated with the electricity you used in the previous quarter.
Participants for other activities that promote the development of local renewable energy sources. Such activities do not change any of the Compact’s obligations to you under these Terms of Service.

Are my payments tax deductible?

Yes! The premium portion of your payment to the Cape Light Compact, through Cape Light Compact Green 100%SM, is 100% tax deductible. Your payment not only supports existing renewable energy but also supports the development of new renewable energy generating sources.
The premium portion of your payments are recognized as a tax deductible contribution for federal income tax purposes. 100% of the premium you pay for Cape Light Compact Green 100%SM (100% of $1.60 per kWh) will be recognized as a tax deductible contribution. The Compact will mail you a statement every January documenting the amount you may claim as a tax deductible contribution. Please note that the amount you will be able to deduct will be based upon what you actually pay for Cape Light Compact Green 100%SM, rather than what you are billed for Cape Light Compact Green 100%SM.

What is the term of this Agreement? How does this Agreement terminate?

Participation in Cape Light Compact Green 100%SM will begin within one month of your enrollment. Participation in Cape Light Compact Green 100%SM will terminate upon the first occurrence of any of the following events: you choose to receive supplier services from a competitive supplier other than the Cape Light Compact; you terminate participation by notifying the Compact by telephone at 1-800-381-9192, or in writing at the address for the Compact listed above; you terminate participation by notifying NSTAR; you move out of the service territory of the Compact; your distribution service is terminated by NSTAR; the Department of Public Utilities ("DPU") or a court of competent jurisdiction terminates the Cape Light Compact Green SM program; or if the Compact, in its sole discretion, terminates your participation in the Cape Light Compact Green SM program for any reason.
You may decide to cancel Cape Light Compact Green SM at any time. There is no termination fee for discontinuing participation as a Cape Light Compact Green 100%SM customer. If you cancel Cape Light Compact Green 100%SM, you will continue your current status as a Cape Light Compact Basic Service customer. If you decide to cancel Cape Light Compact Green 100%SM by contacting the Compact, the termination will become effective on your next meter read.

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

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

What other fees apply?

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

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

Limits on Warranty and Damages: You understand and agree that there are no warranties, either express or implied, associated with this offer or the Cape Light Compact GreenSM program sold hereunder. The Compact will bear no liability to the customer or any third party for consequential, punitive, incidental, special, or other indirect damages.
Relationship with NSTAR and Con Edison Solutions: The Compact and its supplier Con Edison Solutions are working together to bring you Cape Light Compact GreenSM. NSTAR will manage transmission and distribution services. The Compact, as a municipal aggregator, is partnering with Con Edison Solutions to manage electricity generation service. You will continue to receive your bill from NSTAR, and you will only need to make one payment. However, charges for transmission, distribution, and generation will be billed separately on your monthly bill.
Entire Agreement: This Agreement, including, the Disclosure Statement attached as Exhibit A, constitutes the entire agreement between you and the Compact and supersedes all prior oral or written agreements or understandings relating to the provision of the Cape Light Compact GreenSM program to you by the Compact.
Indemnification: You agree that you will be responsible for all damages or expenses that are caused by your failure to comply with this Agreement, and that you will hold harmless the Compact and its representatives for any claims that result, either directly or indirectly, from your failure to fulfill your obligations under this Agreement. This means that you, and not the Compact, will be responsible for paying any claims or damages that are caused by any failure of yours to comply with this Agreement.

Notices: All communications required under this Agreement will be sent to you at the address on your NSTAR electric bill. All communications you send to the Compact must be sent to the address listed above.
Dispute Resolution: To the extent that the DPU chooses to exercise jurisdiction, the provisions of 220 CMR 25.02(4) apply to this Agreement. For more information on 220 CMR 25.02(4), go to http://www.state.mass.gov/Eoca/docs/dte/cmr/220cmr2500.pdf. If the DPU declines to become involved in any disputes involving this Agreement, including any billing disputes, you and the Compact agree to first use your best efforts to resolve any dispute through informal negotiations. The period for informal negotiations will not exceed fourteen days from the time the dispute arises, unless agreed to in writing. A dispute will be considered to have arisen when you send the Compact a written notice identifying the basis of the dispute. If the dispute cannot be resolved by informal negotiations, you agree to submit the dispute to mediation. You may choose a mediator from a list of neutral and qualified mediators provided to you by the Compact. If you cannot agree to a listed mediator, the American Arbitration Association, Boston, Massachusetts, will appoint a mediator. Once the mediator is appointed, the time of the mediation will not exceed sixty days, unless agreed to in writing. You and the Compact will each pay your own costs of the mediation. If mediation does not resolve the dispute, you or the Compact may file a lawsuit in any court having jurisdiction located in Suffolk County (Boston). You agree that any disputes under this Agreement will be governed by the laws of the Commonwealth of Massachusetts.
Terms of Service: Cape Light Compact Green 50%SM

This Customer Agreement for Cape Light Compact GreenSM Service ("Agreement") is between the Cape Light Compact ("the Compact") and you, a residential customer who has selected Cape Light Compact GreenSM as a renewable energy program. The Compact is authorized by the Massachusetts Department of Public Utilities ("DPUC") to administer the Cape Light Compact GreenSM program. These Terms of Service govern your participation in the Compact's Cape Light Compact Green 50%SM. Please keep a copy for your records. From the time you receive this, you have three business days to change your mind about choosing Cape Light Compact Green 50%SM. You may cancel this agreement by calling the Compact's customer service number (1-800-381-9192) or by writing to the billing address listed below.

Who should I contact for more information?

Cape Light Compact ("The Compact")
Barnstable Superior Court House
P.O. Box 427
3159 Main Street (Route 6A)
Barnstable, Massachusetts 02630
Phone: 800-381-9192
Web address: www.capelightcompact.org

How will I be billed?

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

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

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

Cape Light Compact Green 50%SM is supplied as a subscription of 1,800 9 cents per kilowatt-hour ("kWh") above the Compact's basic electric rate for the applicable rate class. The total price, comprised of the premium and the basic electric rate, will change as the Compact's basic electric rate changes. This total price will be applied to your electricity usage.

For example, the average New England household uses about 500 kWh/month. For a month in which the Compact's basic electric rate for residential customers is 9.09 cents per kWh, the total cost of Cape Light Compact Green 50%SM would be 9.99 cents per kWh. The total cost of Cape Light Compact Green 50%SM for this household would be calculated as follows: 500 kWh x $0.0999 = $49.95. Your total charges for Cape Light Compact Green 50%SM will vary from month to month according to your electricity usage.

Will my electricity rates or resource mix change over time?

The price and resource mix may change to reflect market conditions such as the availability of new resources. You will be notified of any change in the premium associated with Cape Light Compact Green 50%SM, or resource mix changes the percentage of "new" resources, as described below, decreases below twenty-five percent (25%), thirty (30) days prior to any such change. If you do not wish to pay the new premium or accept the new resource mix for Cape Light Compact Green 50%SM, you may terminate your participation by notifying the Compact at 1-800-381-9192. After notifying the Compact that you wish to opt out of Cape Light Compact Green 50%SM, your participation will be terminated on your next meter read (note - at least two days notice is needed before the start of your billing cycle to put a cancellation into effect for that cycle; otherwise, the cancellation will not go into effect until the billing cycle following it).

On a quarterly basis, the Compact will also provide you with a quarterly disclosure statement. This document is available at the Compact's website at www.capelightcompact.org/disclosure.html. The resource mix reported for Cape Light Compact GreenSM will be for the most recent four quarters for which data is available.

The rates for your electricity services from the Compact may vary over time. For more information on these charges please contact the Compact's customer service department at 1-800-381-9192 or log on to www.capelightcompact.org for current information about your supplier services.
What fuel sources will be used to generate Cape Light Compact Green 50%?*

The amount of "new" generating facilities in Cape Light Compact Green 50% exceeds the amount required under the Massachusetts Renewable Portfolio Standard (RPS), which mandates that all sales of electricity sold in Massachusetts in 2010 include 50% "new" renewable generation. At least 50% of Cape Light Compact Green 50% is from qualified "new" electricity generating facilities and the remainder is from wind, solar, low-impact small hydroelectric and/or landfill gas facilities. The Compact reserves the right to substitute all or some landfill gas certificates with wind certificates from land-based wind projects that may come online in 2011. All of these resources are located in New England. The Cape Light Compact Green 50% Program Environmental Disclosure Statement will provide you with more detailed information.

Entire Agreement:

Harmless:

Supercedes all prior oral or written agreements or understandings relating to the provision of electricity, and generation will be listed separately on your monthly bill.

Green Limitations:

Warranty and Damages:

It is the policy of Cape Light Compact Green 50% to cancel participation in the Cape Light Compact Green 50% program? Are there any penalties for not participating in the Cape Light Compact Green 50% program? How will I know that I am participating in the Cape Light Compact Green 50% program? Limits on Warranty and Damages: What is the term of this Agreement? How does this Agreement terminate? If I decide to terminate this Agreement, is there a fee? Are there any penalties for not making my Cape Light Compact Green 50% payments? What other fees apply? Are there any other contract details that I should be aware of? Relationship with NSTAR and ConEdison Solutions: Entire Agreement: Indemnification: You agree that you will be responsible for all damages or expenses that are caused by your failure to comply with this Agreement, and that you will hold harmless the Compact and its representatives for any claims that result, either directly or indirectly, from your failure to fulfill your obligations under this Agreement. This means that you, and not the Compact, will be responsible for paying any claims or damages that are caused by any failure of yours to comply with this Agreement.

* The premium portion of your payment to the Cape Light Compact, through Cape Light Compact Green 50%, is 100% tax deductible. Your payment not only supports existing renewable energy but also supports the development of new renewable energy generating sources.

**The premium portion of your payments is recognized as a tax-deductible contribution for federal income tax purposes. 100% of the premium you pay for Cape Light Compact Green 50% (100% of 0.000049 per kWh) will be recognized as a tax deductible contribution. The Compact will mail you a statement every January documenting the amount of money you may claim as a tax deductible charitable contribution. Please note that the amount you will be able to deduct will be based upon what you actually pay for Cape Light Compact Green 50%, rather than what you are billed for Cape Light Compact Green 50%. While the premium you pay for Cape Light Compact Green 50% is used primarily for the purchase of renewable energy certificates, the Compact may, from time to time, use a portion of the premium collected from Cape Light Compact Green participants for other activities that promote the development of local renewable energy sources. Such activities do not change any of the Compact’s obligations to you under these Terms of Service.**

**You may decide to cancel Cape Light Compact Green 50% at any time. There is no termination fee for discontinuing participation as a Cape Light Compact Green 50% customer. If you cancel Cape Light Compact Green 50%, you will continue your current status as a Cape Light Compact Basic Service customer. If you decide to cancel Cape Light Compact Green 50% by contacting NSTAR, the termination will become effective on your next meter read.**

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

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

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

Are my payments tax deductible?

Yes! The premium portion of your payment to the Cape Light Compact, through Cape Light Compact Green 50%, is 100% tax deductible. Your payment not only supports existing renewable energy but also supports the development of new renewable energy generating sources.

The premium portion of your payments is recognized as a tax-deductible contribution for federal income tax purposes. 100% of the premium you pay for Cape Light Compact Green 50% (100% of 0.000049 per kWh) will be recognized as a tax deductible contribution. The Compact will mail you a statement every January documenting the amount of money you may claim as a tax-deductible charitable contribution. Please note that the amount you will be able to deduct will be based upon what you actually pay for Cape Light Compact Green 50%, rather than what you are billed for Cape Light Compact Green 50%. While the premium you pay for Cape Light Compact Green 50% is used primarily for the purchase of renewable energy certificates, the Compact may, from time to time, use a portion of the premium collected from Cape Light Compact Green participants for other activities that promote the development of local renewable energy sources. Such activities do not change any of the Compact’s obligations to you under these Terms of Service.

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

Participation in Cape Light Compact Green 50% will begin within one month of your enrollment. Participation in Cape Light Compact Green 50% will terminate upon the first occurrence of any of the following events: you choose to receive supplier services from a competitive supplier other than the Cape Light Compact; you terminate participation by notifying the Compact by telephone at 1-800-381-9192, or in writing at the address for the Compact listed above; you terminate participation by notifying NSTAR, you move out of the service territory of the Compact; your distribution service is terminated by NSTAR; the Department of Public Utilities (“DPUC”) or a court of competent jurisdiction terminates the Cape Light Compact Green program; or if the Compact, in its sole discretion, terminates your participation in the Cape Light Compact Green program for any reason. If you cancel Cape Light Compact Green 50% by contacting NSTAR, the termination will become effective on your next meter read.

Are there any penalties for not making my Cape Light Compact Green 50% payments?

It is the policy of the Compact that if you do not pay your Cape Light Compact Green 50% payments for two consecutive billing periods, the Compact, in its sole discretion, may terminate your participation in the Cape Light Compact Green program. No additional penalties will apply.

What other fees apply?

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

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

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

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

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

Indemnification: You agree that you will be responsible for all damages or expenses that are caused by your failure to comply with this Agreement, and that you will hold harmless the Compact and its representatives for any claims that result, either directly or indirectly, from your failure to fulfill your obligations under this Agreement. This means that you, and not the Compact, will be responsible for paying any claims or damages that are caused by any failure of yours to comply with this Agreement.
**Notices:** All communications required under this Agreement will be sent to you at the address on your NSTAR electric bill. All communications you send to the Compact must be sent to the address listed above.

**Dispute Resolution:** To the extent that the DPU chooses to exercise jurisdiction, the provisions of 220 CMR 25.02(4) apply to this Agreement. For more information on 220 CMR 25.02(4), go to [http://www.state.mass.gov/Eoca/docs/dte/cmr/220cmr2500.pdf](http://www.state.mass.gov/Eoca/docs/dte/cmr/220cmr2500.pdf). If the DPU declines to become involved in any disputes involving this Agreement, including any billing disputes, you and the Compact agree to first use your best efforts to resolve any dispute through informal negotiations. The period for informal negotiations will not exceed fourteen days from the time the dispute arises, unless agreed to in writing. A dispute will be considered to have arisen when you send the Compact a written notice identifying the basis of the dispute. If the dispute cannot be resolved by informal negotiations, you agree to submit the dispute to mediation. You may choose a mediator from a list of neutral and qualified mediators provided to you by the Compact. If you cannot agree to a listed mediator, the American Arbitration Association, Boston, Massachusetts, will appoint a mediator. Once the mediator is appointed, the time of the mediation will not exceed sixty days, unless agreed to in writing. You and the Compact will each pay your own costs of the mediation. If mediation does not resolve the dispute, you or the Compact may file a lawsuit in any court having jurisdiction located in Suffolk County (Boston). You agree that any disputes under this Agreement will be governed by the laws of the Commonwealth of Massachusetts.
Energy Education Outreach Program
2013-14 School Year

Deborah Fitton
Cape Light Compact
Education Outreach Coordinator
Teacher Training
Summer Energy Camp
Field Trips : MMR Wind Turbines
What we teach - How we teach

PEAK DEMAND
People use more electricity between 12 p.m. and 6 p.m., especially in the summer.

<table>
<thead>
<tr>
<th>Morning 6-noon</th>
<th>Afternoon 12-6 pm</th>
<th>Evening 6-midnight</th>
<th>Night 12-6 am</th>
</tr>
</thead>
</table>

Baseline
Energy Transformations

Chemical → Motion

Radiant → Chemical

Chemical → Motion

Electrical → Thermal
Geography of Natural Resources

Coal Fields of the Conterminous United States (USGS Open-File Report OF 96-92)
And Cool Science!

www.sciencephotography.com
Kids teaching Kids
Energy Day and Energy Carnivals
NEED Youth Awards Program
Quick recap

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

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

Contributions towards installation cost:

- Owner contribution, $7,615.31
- State rebate, $3,960.00
- CLC SREC purchase, $12,184.69
Program Cash Flows (illustrative)

Notes:
3% discount rate applied
Total of 112 kW installed
Assumed SREC revenue of 10% below auction price
Next Steps

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