


December 17, 2013

TO: Town Managers/Administrators  
FROM: Maggie Downey, Administrator   
RE: Cape Light Compact Proposed Revised Aggregation Plan

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I am following up on my recent Cape Light Compact ("Compact") presentation to almost all of your towns; Aquinnah, Falmouth, Wellfleet and Yarmouth are scheduled, but have not yet occurred. During the presentation I discussed how the Compact was asked by the Department of Public Utilities ("DPU") to review its Aggregation Plan to determine whether the Compact should file an updated plan to reflect current structure and operations, consider removing obsolete references and to comply with any applicable laws, regulation, and DPU precedent as well as the forthcoming Lowell Aggregation Plan decision. The Compact Board considered this request and agreed that the Aggregation Plan should be updated. The process the Compact Board followed is outlined below. I respectfully request that you forward the red-lined version of the Aggregation Plan to your Board of Selectmen/Town Council. No action is required by individual Compact member Towns of the Aggregation Plan; of course, we would be pleased to receive your comments and hope that you will be supportive of the final revised plan once it is filed.

Each Compact Board member is expected to contact the Town, and inform the Selectmen/Council of the process and ask whether their appointing authority has specific comments or other directions on the Aggregation Plan prior to a final vote on the revised plan.

Background:

The Compact Board discussed the August 27<sup>th</sup> DPU request at its September 11<sup>th</sup> meeting and outlined a process of review and public comment. The Compact Board discussed the proposed revisions to the Aggregation Plan at its November 20<sup>th</sup> and December 11<sup>th</sup> board meetings. The December 11<sup>th</sup> meeting resulted in the Compact Board voting to accept the initial proposed revisions and open a public comment period through January 31, 2014 on the proposed revisions to the Cape Light Compact Aggregation Plan.

Three public informational sessions will be held on the proposed revisions to the Aggregation Plan in the month of January. The Compact has posted the red-lined version of the Aggregation Plan to its web site, and a public notice on the comment period was released to the community newspapers. The Compact Board will be reviewing the document again after the public comment period, and will meet to vote on the final approval of the Aggregation Plan before submission to the DPU.

### Overview of Updates:

The updates to the Aggregation Plan fall into three categories; (1) clerical updates; 2) operational updates; and (3) legal updates. Each of these is described below.

#### Clerical Updates:

Clerical updates were made to better reflect current terminology, as well as to ensure consistency of terminology throughout the Aggregation Plan. For example, references to the “Department of Telecommunications and Energy or D.T.E,” the former name for the Department, were changed to Department of Public Utilities or D.P.U. and references to the “Division of Energy Resources” were changed to reflect the current name, Department of Energy Resources or DOER. Similarly, references to “Commonwealth Electric” were changed to NSTAR Electric Company or NSTAR. References to “Standard Offer” and related Commonwealth Electric customer charges were deleted in their entirety since standard offer is no longer available.

Section 2.2 of the Aggregation Plan includes the Compact’s goals, as provided for in the Inter-Governmental Agreement (“IGA”). Redlined updates of the Compact’s goals were made to ensure consistency with the language contained in the most current IGA.

In addition, to minimize the need for future clerical updating, references to the Compact’s website were incorporated to provide continuous access to the most current information. For example, instead of including the names of Compact Governing Board members at this point in time, the Aggregation Plan now provides that “an overview of the Governing Board Structure and the list of current representatives are available on the Compact’s website at [www.capelightcompact.org](http://www.capelightcompact.org).”

Lastly, the redlined plan update includes the addition of a Forward, which is a letter from the Chair of the Compact Governing Board that provides a general overview of, and context for, the 2013 plan update.

#### Operational Updates:

Operational updates were made to better reflect current operations at the Compact which have, of course, evolved since the original plan was prepared more than thirteen years ago. These updates include two key changes: (1) the Governing Board’s appointment of a Chief Procurement Officer (“CPO”); and (2) the Governing Board’s adoption of a policy that requires an appropriation process for the use of funds collected pursuant to the Operational Adder.

Specifically, redlined updates were made to section 2.3.1 (Community Choice Power Supply Program) to reflect current operations of the Power Supply Program, including a description of the responsibilities and authority of the CPO and process used to procure opt-out universal service power supply. In addition, where appropriate, redlined updates were made to reference CPO activity in other sections of the Aggregation Plan (*e.g.*, section 6.1 contains a new reference to the CPO).

Section 6.2 (Other Costs to Consumers) was updated to include a description of the Compact's Governing Board's recently adopted policy regarding collection and appropriation of the Operational Adder (up to a mil kwh charge).

Finally, cognizant of the importance of maintaining historical operational information, sections 4.1 through 4.1.7, which describe the process the Compact originally followed to implement its Power Supply Program, have not been deleted but italicized.

#### Legal Updates:

Legal updates were made to incorporate changes in governing statutes, as well as the Department's directives in its recent Order in D.P.U. 12-124 (2013) (approval of the City of Lowell's municipal aggregation plan) (the "Lowell Decision").

Specifically, section 2.3.2 was updated to incorporate reference to the Green Communities Act, as well as related changes to the Compact's administration of energy efficiency programs. This section was updated to also provide reference to the Compact's website for the Compact's most current energy efficiency plan.

The Lowell Decision included two additional requirements for municipal aggregators: an annual reporting requirement and an aggregation plan update requirement. As a result, redlined updates were included to reflect these new requirements.

Specifically, a new section 9.0 (Reporting) was added to be consistent with the Lowell Decision directive at pp. 67-68. Municipal aggregators are now required to file an annual report to the Department on December 1<sup>st</sup> of each year, beginning in 2014, that provides specific operational information from the prior year.

Similarly, a new section 14.0 (Updating the Compact's Aggregation Plan) was added to be consistent with the Lowell Decision directive at p. 52. The Compact accordingly will update its aggregation plan if operations materially deviate from its approved plan or if changes in the law, regulations, the competitive supply market or other circumstances result in the approved plan no longer accurately describing the aggregator's operations.

# CAPE LIGHT COMPACT AGGREGATION PLAN

**For additional information contact:**

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APRIL 2000 UPDATED  
December XX, 2013

## FORWARD

On August 27, 2013, the Cape Light Compact ("Compact") was asked by the Department of Public Utilities ("DPU") to review its Aggregation Plan to determine whether the Compact should file a revised plan to reflect current structure and operations, consider removing obsolete references and to comply with any applicable laws, regulations and DPU precedent as well as the forthcoming decision in DPU 12-24 (Lowell Aggregation Plan). (The Lowell decision was subsequently issued on November 27, 2013.)

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

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

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

Sincerely,

Joyce Flynn  
Chair  
December 2013

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## Purpose of the Aggregation Plan

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

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The ~~Cape Light~~ Compact is a cooperative effort of 21 Cape and ~~Island-Vineyard~~ towns and Barnstable and Dukes counties. The Compact was formed in 1997 following two years of study and town meetings and town council votes. Its purpose, ~~among other things~~, is to represent consumer interests in ~~emerging the~~ competitive markets for electricity. It seeks to aggregate all consumers to negotiate the best ~~terms and conditions for electricity supply and pricing rates for the supply and distribution of electricity~~ and to advance consumer protection for the residents and businesses of Cape Cod and the Vineyard. It brings together the buying power of ~~up to 202,000 more than 185,000~~ customers ~~(as of the date of this revised plan)~~. Participation is voluntary for the towns and for each individual consumer. Any individual has the opportunity to decline service provided through the Compact and choose any electric supplier they wish.

The Compact provides:

- 1) an option to join together for purchase of power supply at ~~competitive market reduced~~ rates;
- 2) ~~an option the~~ for recovery of funds collected from Cape and Vineyard consumers by ~~NSTAR Electric Company ("NSTAR") on behalf of the Compact Commonwealth Electric~~ each year for energy efficiency, and application of those funds in ~~locally~~ approved energy efficiency and conservation programs;
- 3) an opportunity for professional representation at the state level and in negotiations with ~~Commonwealth Electric~~ ~~NSTAR as with respect to changes in~~ the electric industry ~~continues in its transition~~.

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The Compact distributed this plan for public review prior to submitting it the Department of ~~Telecommunications and Energy~~ ~~Public Utilities~~ (hereafter "DPUTE").

Member towns:

(Barnstable County):

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

(Dukes County):

Aquinnah
Chilmark
Edgartown
Oak Bluffs
Tisbury
West Tisbury

Falmouth

Wellfleet  
Yarmouth



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# REQUIREMENTS FOR MUNICIPAL AGGREGATION

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

## **1.0 THE PROCESS OF AGGREGATION**

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

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

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

## **2.0 THE ORGANIZATIONAL STRUCTURE AND OPERATIONS OF THE ~~CAPE LIGHT~~ COMPACT PROGRAM**

The ~~Cape Light~~ Compact ~~has been~~ is organized in accordance with state law. It is an intergovernmental organization authorized by votes of town meeting, boards of selectmen, town council, and county commissioners. It consists of 21 towns and Barnstable and Dukes counties. Its articles of organization comprise a formal Inter-~~G~~overnmental Agreement signed by each participating town or county member. Membership provides voting rights and inclusion for

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planning, analysis, and participation in Compact programs. The organization relies on the existing structure of local and county government and agreements between government agencies.

The ~~Cape Light~~ Compact Governing Board is made up of one representative appointed by each of the member municipalities and the two counties, as well as an alternate representative that each member and county may appoint. The Governing Board is responsible for establishment of the policies and development of the Compact, except with respect to those powers reserved to the member municipalities of the Compact by law or the Inter-~~G~~overnmental Agreement.

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

Officers for Fiscal year 1999/2000:

~~Robert Mahoney, Chairman~~

~~Charlotte Striebel, Vice Chairman~~

~~Tom Bernardo, Treasurer~~

~~Robert O'Leary, Secretary~~

The Compact Governing Board and ~~these its~~ officers are responsive and responsible to consumers and the Boards of Selectmen and Town Council at whose pleasure they serve. The operational role of the Compact in relation to consumers and Boards of Selectmen and Town Council is outlined and described in the following pages.

There are six operational levels to the ~~Cape Light~~ Compact as indicated in the chart below. The function of each level is described in section 2.1 following the chart.

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# CAPE LIGHT COMPACT

## Operational Outline

<p><b>Consumers</b></p> <ul style="list-style-type: none"> <li>▪ Voting power (town meeting and elections)</li> </ul> <p><b>Level 1</b></p>
<p><b>Board of Selectmen and Town Council</b></p> <ul style="list-style-type: none"> <li>▪ Decisions on <u>municipal</u> contracts</li> <li>▪ Instructions to representative</li> </ul> <p><b>Level 2</b></p>
<p><b>Compact Governing Board</b></p> <ul style="list-style-type: none"> <li>▪ Policy and program decisions</li> <li>▪ Recommendations on contracts</li> <li>▪ Oversight for technical and legal support</li> </ul> <p><b>Level 3</b></p>
<p><b>Barnstable County</b></p> <ul style="list-style-type: none"> <li>▪ Fiscal and administrative agent</li> <li>▪ Administrative support and coordination</li> <li>▪ Communications</li> </ul> <p><b>Level 4</b></p>
<p><b>Service Suppliers</b></p> <ul style="list-style-type: none"> <li>▪ Service delivery</li> </ul> <p><b>Level 5</b></p>
<p><b>Consumers</b></p> <ul style="list-style-type: none"> <li>▪ Buying Power</li> </ul> <p><b>Level 6</b></p>

## 2.1 Description of Operational Levels

### Level One: Consumers

Consumers hold the ultimate authority over the Compact and its functions. They can make determinations on local authority, policy, and programs at town meetings. They can elect candidates for Board of Selectmen or Town Council who may take positions regarding the Compact. They can express their views to their local Compact representative. They can participate in local and regional meetings and hearings regarding issues related to the Compact. And they can attend Compact meetings to express their views. (Also see Consumer buying power at Level Six below.)

### Level Two: Board of Selectmen and Town Council

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

### Level Three: Compact Governing Board

The Compact Governing Board carries out the collective decisions and instructions of the towns and consumers. Every member town that signeds the Inter-Governmental Agreement has a representative on the Compact Board. Policy and program decisions are made on a one-town-one-vote basis. However, issues with financial implications for the towns are made on the basis of a weighted vote. A weighted voting process also allows separate determinations by Barnstable County and Dukes County towns. The Compact's subcommittees focus on particular issues and bring policy decisions back to the Governing Board. The Governing Board determines recommendations to be made to the Boards of Selectmen and Town Council and to the two Counties. (See Governing Board Structure and The list of current representatives is available on the Compact's website at [www.capelightcompact.org](http://www.capelightcompact.org)) listed on the attachment following Section 12.)

### Level Four: Barnstable County

As the fiscal agent for the Compact, Barnstable County provides the day-to-day management and supervision of the business affairs of the Compact under an Administrative Services Agreement. The County serves as the Compact's procurement agent, utilizing its existing staff to solicit services as requested by the Compact. In addition, the County provides office and meeting space and administrative support to coordinate the Compact's operations contingent upon the Compact's approval. This administrative support includes, but is not limited to among other things: 1) communications; 2) program development; 3) record-keeping; 4) oversight of program administrators and professional consultants who assist in service procurement and contract oversight and maintenance.



## Level Five: Service Suppliers

Power suppliers contract with the Compact through its Chief Procurement Officer ("CPO"), appointed by the Governing Board. ~~each town through its Board of Selectmen or Town Council.~~ The ~~P~~ower ~~S~~upply ~~P~~rogram is negotiated, recommended, and monitored for compliance by the Compact through its CPO and/or the CPO's designee. The CPO reports the results of power supply bids and associated negotiations to the Governing Board.

The CPO also issues an RFP for municipal load on behalf of the participating municipalities. Each town can accept or reject the proposed power supply contract for supply of municipal service. No municipal power supply contract is binding on any individual member town, until approved by that member town. Contracts with consultants, ~~or~~ vendors of energy efficiency or ~~d~~emand ~~s~~ide ~~m~~anagement services, or other services negotiated and recommended by the Compact, are administered by Barnstable County on behalf of the Compact ~~member towns and~~ Dukes County.

## Level Six: Consumers

Every consumer in a participating town ~~that votes to participate will be~~ is eligible to participate in the Compact's programs. Every consumer ~~will also have~~ also has the ability to decline supply service through the Compact and choose any other power supply option ~~they wish available.~~ Consumers who are dissatisfied with services provided under contracts negotiated by the Compact may also communicate directly with the Compact Governing Board in an effort to alter or otherwise improve service. Consumers may also bring issues before their Board of Selectmen, Town Council, or town meeting. (See Level One above.)

## 2.2 Program Operations

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

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

- 1) To provide the basis for aggregation of all consumers on a non-discriminatory basis;
- 2) To ~~acquire~~ negotiate the best terms and conditions ~~market rate~~ for electricity supply and transparent pricing;
- 3) To explore all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, without limitation, the formation of and/or membership in a co-operative organization to purchase or produce energy or renewable energy certificates ("RECs") or both on a long-term basis;

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- 43) To provide equal sharing of economic savings based on current electric rates and/or cost-of-service rate-making approved by the Department of Telecommunications and Energy;
- 54) To provide and enhance consumer protection and options for service under contract provisions and to allow those consumers who choose not to participate to opt-out;
- 65) To improve quality and reliability of service;
- 76) To encourage environmental protection through contract provisions;
- 87) To utilize and encourage renewable energy development to the extent practicable through contract provisions, demonstration projects and state mandated system benefit charges for renewable energy;

98) To utilize and encourage demand-side management and other forms of energy efficiency through contract provisions and state mandated system benefit charges for energy efficiency and to use the funds from such charges to advance consumer awareness and adoption of a wide variety of energy efficiency measures through the implementation of an energy efficiency plan;

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- 109) To advance specific community goals that may be selected from time to time, such as placing utility wires underground;
- 110) To provide full public accountability to consumers; and
- 124) To utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

## 2.3 Programs of the Compact

The Compact offers two programs to achieve its goals: 1) the Community Choice Power Supply Program and; 2) The ~~Cape Island Save~~ Statewide Three-Year Energy Efficiency Program. In addition, the Compact provides professional representation on behalf of consumers in state proceedings and in negotiations with ~~Commonwealth Electric~~ NSTAR to protect consumer interests in an evolving today's energy marketplace.

### 2.3.1 Community Choice Power Supply Program ("Power Supply Program")

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

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The process of supply contract approval contains checks and balances. Once the Compact's form of all-requirements competitive electric supply contract ~~has been negotiated~~ developed



by the ~~CPO~~ Compact, it ~~must be~~ was submitted to the ~~Board of Selectmen or Town Council in member towns for approval. It must also be submitted to the Massachusetts Department of Telecommunications and Energy~~ DPU for its approval. The Compact's form of all requirements competitive electric supply contract was approved by the DPU in D.T.E. 04-32 (2004). All electric supply contracts approved by the Compact's CPO since 2004 have been in substantially the same form as the contract approved by the DPU. At the request of Compact members, the Compact's CPO also negotiates contracts for competitive electric supply to municipal electric accounts of Compact members, which are submitted to the Board of Selectmen or Town Council for approval.

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

1. The CPO explores all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, without limitation, the formation of and/or membership in a co-operative organization to purchase or produce energy or RECs or both on a long-term basis;
2. The CPO communicates the Compact's power supply prices by: (1) discussing at the Governing Compact Board meeting in public session; (2) posting the prices for all customer sectors to the Compact's web site; and; (3) paid advertisements in all daily and weekly newspapers on Cape Cod and Martha's Vineyard;
3. Ongoing coordination with NSTAR concerning billing and other operational needs;
4. Ongoing customer communication and education about the Compact's Power Supply Program; and
5. Ongoing consumer advocacy and representation at the state level through participation in DPU proceedings, the legislative development process, the stakeholder community and before other regulatory and governmental bodies.

And lastly, individual consumers may opt out of, or return to the program at any time, and select the Standard Offer basic service through NSTAR or electric service from any other competitive supplier available they wish during a 180 day period following their first date of service under the Compact power supply contract, in accordance with the terms and conditions of service offered by NSTAR or such other competitive supplier. (See section 12.3.4.1.7 for more detailed information on the opt-out process.) No member town is required to participate in municipal power supply contracts. And no individual consumer is required to receive service under the Compact power supply contract.

### **2.3.2 ~~Cape/Island Save~~Statewide Three Year Energy Efficiency Program ("Energy Efficiency Program")**

While the Power Supply P program is designed to reduce the cost of a kilowatt hour of energy, the Energy Efficiency P program is aimed at total bill reduction. Wise use of energy also promotes important environmental and social benefits. Energy efficiency, or "dDemand sSide mManagement" includes practices, technology and education to advance methods for reducing energy use and monthly bills for residential, commercial, industrial, and municipal consumers. Pursuant to the Green Communities Act, St. 2008, c. 169, - (the "Act"), as well as G.L. c. 164, § 134, tThe Compact's Energy Efficiency P program follows a process outlined in the state law for aggregated municipalities to access funds contributed by consumers for purposes of funding

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energy efficiency programs, and apply them according to a plan approved at the local and state levels. The purpose of the Compact's Energy Efficiency P-program is to return maximum benefits to consumers who are providing the majority of the energy efficiency funds and to provide building blocks for market transformation. [Market transformation is an anticipated process in which program subsidies will ultimately be eliminated and consumers will make non-subsidized market decisions on the purchase of energy efficiency measures.] The amount of funds paid by Cape and Island consumers is estimated to be \$5 million per year for 1998-2002; a total of approximately \$25 million. The current Compact Energy Efficiency Plan is available on the Compact's website, [www.capecompact.org](http://www.capecompact.org). The Compact's Energy Efficiency Plan is developed in collaboration with the other program administrators and in consultation with stakeholders and Compact consumers. The Compact's Energy Efficiency Plan is submitted to the Compact Board for approval prior to submission for DPU approval. has developed the required plan and submitted it to Town Meetings and Town Council for approval. As required by law, the Compact will submit the plan to the Department for its approval as well.

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### 2.3.3 Professional Representation

As the electric industry continues in its transition to evolve and change, it is essential for Cape and Vineyard consumers to have technical and legal support to represent their interests in selected state proceedings, and in negotiations with Commonwealth Electric Company NSTAR. While intended to complement the Compact's P-power Ssupply and Eenergy Eefficiency Pprograms, this effort will also attempt to improve reliability, which may result in fewer power outages, and faster restoration of service.

## 2.4 Staffing and Manpower for Programs

The operations necessary to plan, deliver, and manage the two Compact programs include: 1) technical analysis; 2) competitive procurement of services; 3) regulatory approvals; 4) accounting and fiscal management; 5) contract maintenance; 6) communications; 7) program coordination, and; 8) administrative support for the Compact Governing Board. The Compact's energy efficiency staff are fully funded through the Energy Efficiency Program, and Compact power supply staff are funded through the Compact's operational adder, collected through its power supply contract. Experienced consultants and legal counsel work under contract for the Compact. The Compact intends to utilize existing staff and structure within Barnstable County and Dukes County, and to operate the Compact programs with minimal staff. The primary manpower for program operations and service delivery will be experienced consultants working under contract for the Compact.

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

The Energy Efficiency Pprogram is will be managed by the Compact's a team of experienced energy efficiency staff and management consultants who will assist in the oversight of service



delivery. Service delivery for the Energy Efficiency Program ~~is will be~~ carried out by vendors. ~~Both management and vendors and other consultants are will be~~ procured through a competitive contracting process, in accordance with public procurement law, as well as the statewide procurement process utilized by the Program Administrators of Energy Efficiency Programs to carry out the goals of the Act. As noted above, the Energy Efficiency Program is the result of an iterative process that includes review by the Compact's Governing Board, Cape and Vineyard consumers, as well as other stakeholders and approval has been developed under a separate plan submitted to Town Meeting and Town Council for approval, and to be submitted to the Massachusetts Department of Telecommunications and Energy to assure compliance with state energy goals by the DPU to insure compliance with current law and consistency with state energy goals.

Negotiations with ~~Commonwealth Electric~~ NSTAR and representation at the state level will be undertaken as needed at the direction of the Compact Governing Board through technical and legal advisors.

### 3.0 PROGRAM FUNDING

Funding for Compact programs comes from a variety of sources: grants, appropriations, and monies collected from all ratepayers for operating expenses and -for delivery of for energy efficiency fund programs ed by ratepayers.

~~Initial d~~Development of the Compact ~~was has been~~ funded as part of the Barnstable County budget through appropriations by the County. The Energy Efficiency Program ~~will be is~~ funded through the monies ~~to be~~ collected and allocated for that program under state law, as well as other grants or monies available for energy efficiency program administration. The budget for the Energy Efficiency Program ~~will be is~~ specified in the Compact's Three-Year Plan, as approved by a separate plan to be submitted for approval by town meeting and the Department of Telecommunications and Energy the DPU. The development of the Power Supply program ~~which has been funded as a regional service by County appropriations is budgeted at the following levels:~~

~~FY 1999 — \$297,000 (expended) —  
FY 2000 — \$259,500 (budgeted)~~

The initial start-up costs for the Power Supply Program were funded as a regional service throughby County appropriations. ~~are anticipated to be higher than on-going costs of contract maintenance for the power supply program. Barnstable County funding of the Power Supply program at a reduced level is anticipated to continue to cover contract maintenance as a regional service for consumers at a fraction of the savings achieved.~~ In the event that Barnstable County funding ~~would is not longer be sufficient or~~ available, the Compact may utilize a variety of funding sources, including without limitation: funds based on a fraction of consumer benefits expressed as a kilowatt hour charge, ~~[equivalent to fractions of a up to a mill per kilowatt hour],~~ as a portion of shared savings, or separate private funds. (See section 6.2 on the process for approval of such alternative funding.) As of July 2012 Barnstable County ceased to appropriate funds for the Compact.



## 4.0 ACTIVATION AND TERMINATION OF THE POWER SUPPLY PROGRAM

Section 4.1 through Section 4.1.7 describe the process the Compact followed to implement/initiate the Compact's Power Supply Program, and provide historical context for the initiation of the Compact. The Compact's existing Power Supply operations are outlined in Section 2.3.1. (These and the other sections in the Aggregation Plan which are included only for historical context are italicized.)

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### 4.1 *Activation of the Power Supply Program*

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*Following the process of local aggregation, and competitive procurement of a proposed contract by the Compact, activation of the Power Supply Program requires six steps:*

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- 1) *Acceptance of the supply contract by the board of selectmen or town council of a member town pending DTE approval.*
- 2) *DTE approval of the supply contract and plan.*
- 3) *Final agreement of the supply contract by each town.*
- 4) *Notification of consumers on Standard Offer service and Default Service of pending automatic enrollment in the member towns that have agreed to the contract.*
- 5) *Automatic enrollment of all consumers currently receiving Standard Offer Service or Default Service (excluding those who opt out prior to service start-up deadlines), and voluntary enrollment of those receiving competitive supply from another provider that they wish to terminate.*
- 6) *Activation of customers' service on billing cycle dates.*
- 7) *Start of 180-day period for customer opt-out beginning with the first day of service to return to Standard Offer service during the time it is available.*

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*Each of these steps is described below:*

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#### 4.1.1 *Acceptance of the Contract By Compact Member Town*

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*All power supply contracts negotiated by the Compact shall be expressly conditioned upon the acceptance of the contract by boards of selectmen or town council in the member towns and approval of the Department of Telecommunications and Energy. Suppliers and power supply contracts must comply with all applicable laws and rules and regulations promulgated by the Department of Telecommunications and Energy concerning competitive suppliers. At the local level, acceptance of the power supply contract will take place in each member town following a public hearing. A final signing of the contract by each individual member town will be held until approval of the contract is provided by the Department of Telecommunications and Energy.*

*Upon acceptance of a contract, a member town board of selectmen or town council shall file a certificate of the vote with the Compact within five (5) days of its decision.*

#### 4.1.2 *DTE Approval of Power Supply Contract and Plan*

*The Compact shall file the town certificates of vote, the contract and aggregation plan with the Department of Telecommunications and Energy. The DTE is required to hold a public hearing on the plan. Under law, the contract is required to contain a price lower than the Standard Offer, unless it can be demonstrated that the price for energy will be lower than the Standard Offer in subsequent years, or it can be demonstrated that such excess price is due to the purchase of renewable energy.*

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#### ***4.1.3 Signing of Power Supply Contract by Each Member Town***

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*Following the approval of the Department of Telecommunications and Energy, each individual member town may sign or reject the contract. With the signing of the contract by the town, the terms and conditions in the contract will be utilized for service for consumers within municipal boundaries, except for those consumers who have selected a competitive supplier prior to the contract activation date and do not wish to switch to service under the Compact contract, or those consumers who affirmatively opt out of the program. In addition, all consumers relocating to the area will be enrolled in the Compact's ~~P~~power ~~S~~upply ~~P~~rogram, unless they choose another supplier, or opt out following activation of service.*

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*The Compact shall file with the DTE, DOER, and Inspector General within 15 days of signing by the member towns, the signed power supply contract and a report detailing the process used to execute the contract.*

#### ***4.1.4 Notification of Consumers***

*Following approval of the contract by the DTE, the Compact shall undertake notification of all consumers on Standard Offer and Default Service to be enrolled prior to enrollment. The Compact shall also generally notify all consumers receiving competitive service in the participating towns of their eligibility to receive power from the Compact supplier. The process of Notification shall be multi-layered: 1) a notice included in the monthly electric bill, or a separate mailing; 2) newspaper notices; 3) public service announcements; 4) posting of notice in town halls.*

*Prior to enrollment, this notification shall: 1) inform consumers they have the right to opt out of the aggregated entity without penalty and choose standard offer service until 180 days after their first day of service; 2) prominently state all charges to be made and a comparison of the price and primary terms of the Compact contract compared to the price and terms of Commonwealth Electric's Standard Offer; 3) explain how to opt out; 4) state how to access the Standard Offer; 5) provide written notification if any charges associated with the opt-out will be made by the Supplier following the 180 day period.*

#### ***4.1.5 Notification of Commonwealth Electric***

*Along with notification of consumers in the participating member towns, the Compact shall notify Commonwealth Electric Company to begin preparation of the administrative process to transfer customers to the Compact supplier in each of the participating towns. Commonwealth Electric Company shall prepare for transfer of Standard Offer customers coincident with each customer's billing cycle. [Alternatively, or in combination with the Compact notification, the selected supplier may notify Commonwealth Electric to begin preparation of the administrative process.]*

#### ***4.1.6 Activation of Customer Service***

*The process of activation is an administrative function with three parts: 1) Data preparation: Commonwealth Electric will identify all customers on Standard Offer and Default Service in the participating towns by eliminating those customers who have already selected a competitive supplier; 2) Data verification: To the extent needed, if not inherent in data preparation, Commonwealth Electric shall check customer meter numbers and other codes to verify proper eligible customer identification; 3) Automatic Enrollment: All verified customers shall be transferred to the Compact supplier coincident with Commonwealth Electric's 21-cycle billing period, unless they have previously sent in notification of their intent to opt out according to established deadlines. Eligible customers on all 21 cycles will be enrolled with the new supplier over the period of one month. Commonwealth Electric shall notify each transferred consumer of the change to the Compact supplier with its last bill for Standard Offer service. Service under the new supplier shall begin at the start of the billing period following transfer.*

#### **4.1.7 Customer Opt-Out**

*Customers may opt out of service from the Compact supplier at no charge either in advance of service start up deadlines or during a period of 180 days commencing with the first day of service. Customers who seek to return to Standard Offer service must provide notice to Commonwealth Electric, five (5) or more business days before the next scheduled meter read date. There shall be no charge for returning to Standard Offer service in this manner. Customers wishing to opt-out sooner than the scheduled meter read may also request an unscheduled meter read and pay a fee to Commonwealth Electric. Further opportunities for customer opt-out may be negotiated by the Compact and the competitive power supplier and included in the terms of the contract presented to the DTE, Boards of Selectmen and Town Council, and made part of the public information offered to each consumer.*

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#### **4.2 Termination of the Power Supply Program**

The Ppower Ssupply Pprogram may be terminated in two ways:

- 1) Upon the termination or expiration of the power supply contract without any extension, renewal, or subsequent supply contract being negotiated;
- 2) At the decision of the Compact Governing Board to dissolve the Ppower Ssupply Pprogram.

Member municipalities may also choose not to participate in an extension, renewal, or subsequent supply contract the Compact has negotiated, but such withdrawal will constitute closure of the program for that municipality only, and for that contract period only. Any termination must be conducted in compliance with the DPU's conditions for termination established in D.T.E. 00-47.



Each individual customer receiving power supply service under the Compact's ~~P~~power ~~S~~supply ~~P~~program will receive notification of termination of the program ninety (90) days prior to such termination.

In the event of contract termination, consumers would return to the distribution company's basic default service or choose a competitive supplier.

## **5.0 METHODS FOR ENTERING AND TERMINATING AGREEMENTS WITH OTHER ENTITIES**

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

## **6.0 RATESETTING AND OTHER COSTS TO PARTICIPANTS**

The ~~Cape Light~~ Compact will offer the option of a ~~Community Choice~~ Power Supply Program at rates and terms to be negotiated with competitive power suppliers. The generation charge for each customer class, or any customer grouping by load factor or other appropriate pricing category, will reflect the Compact's best efforts to secure the best terms and conditions available be lower than the Standard Offer generation charge at the time of contracting with competitive power supplierse. All supplier charges to the customer will be fully and prominently disclosed under the notification process.

The local distribution company shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function until such time as the ~~Massachusetts Department of Telecommunications and Energy (DTE)~~ DPU determines it is in the interest of consumers for these services to be provided differently. Charges for metering, billing and other distribution services shall be regulated by the ~~DTE~~ DPU, unless otherwise provided for in law, or ~~DTE~~ DPU rules and regulations.

### **6.1 Rates and Ratesetting**

Under ~~DTE~~ DPU orders, the local distribution company assigns the customer classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, and an access charge that currently make up the largest portion of a customer bill. (See sample bill in section 6.3 below). Although the Compact shall participate in regulatory proceedings and represent the interests of consumers regarding these regulated rates, it will not assign or alter existing customer classifications without the approval of the ~~DTE~~ DPU.



The focus of the Compact, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the consumer bill as the "generation charge". ~~As noted earlier,~~ ~~The price in the contract will be~~ subject to ~~DTE examination and approval~~ any requirements set forth in M.G.L. 164, §134, as well as approval by the Compact's CPO, and for municipal power supply contracts, of Boards of Selectmen and Town Council ~~at the local level~~.

## 6.2 Other Costs To Consumers

Aside from any funds appropriated through a public process by the counties, or a member town, consumer bills will reflect all charges for the administrative and operational costs of the ~~P~~power ~~S~~upply ~~P~~rogram. If ~~P~~power ~~S~~upply ~~P~~rogram funding ~~were to be~~ derived from a portion of shared savings or a kilowatt hour charge ~~in an amount equivalent to fractions of up to a mill~~ (an "Operational Adder"), such determination ~~would also take~~ place in a public process, that ~~would~~ includes public notice, a public hearing, and a weighted vote by Compact representatives. [A weighted vote on the Compact Governing Board follows the standard of weight by population of each town.] ~~DPU~~Department of Telecommunications and Energy approval of such a charge an Operational Adder ~~would be~~ sought to the extent ~~that such approval is required~~. ~~Such a charge could be a percentage of the savings customers are achieving through the program.~~

The Governing Board goes through a budget process every year to appropriate funds collected through the Operational Adder. The budget is posted to the Compact's website and updates on the status of that budget are given in the public portion of all Governing Board meetings and posted to the website.

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

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

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

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

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

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### 6.3 Customer Billing

Customer billings under the ~~Compact~~ Power Supply Program will be made by the supplier under contract and shall be incorporated into the standard monthly utility billing. The bill shall include a clear delineation of all regulated and non-regulated charges. Under law, consumers are entitled to a choice of one or two bills. They may receive a "complete bill" that incorporates the power supply charge and ~~Commonwealth Electric's~~ NSTAR's charges on a single sheet; or a "pass-through bill" which is a separate bill issued by the power supplier in addition to the bill from ~~Commonwealth Electric~~ NSTAR. For purposes of clarity and simplicity, the Compact recommends that consumers elect to receive a "complete bill" with all charges on a single sheet. However, consumers may make their own choice on this issue.

~~The typical residential "complete bill" for use of 651 kilowatt hours shows the following charges for Commonwealth Electric's Standard Offer service in January 1999/2013:~~

#### ~~Commonwealth Electric Charges~~

<del>Customer Charge</del>	<del>\$ 3.73</del>
<del>Distribution Charge</del>	<del>\$.04524 \$29.45</del>
<del>Transmission Charge</del>	<del>\$.00481 \$ 3.13</del>
<del>Transition Charge</del>	<del>\$.02856 \$18.59</del>
<del>Energy Conservation</del>	<del>\$.00285 \$ 1.85</del>
<del>Renewable Energy</del>	<del>\$.00125 \$ .81</del>

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#### ~~Supplier Services~~

##### ~~Generation Charge~~

~~Standard Offer Service~~ — ~~\$.03800 X 651KWH~~ ~~\$24.73~~

~~Total \$82.29~~

~~The standard offer power supply rate offered by Commonwealth Electric increases each year over seven years as follows: 3.8 cents in 2000, 3.8 cents in 2001, 4.2 cents in 2002, 4.7 cents in 2003, 5.1 cents in 2004. Customers not eligible for standard offer service will need to choose a competitive supplier or take default service. The standard offer service is set to expire in 2005.~~

### 7.0 UNIVERSAL ACCESS

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

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

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

Low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to ~~basic service through the local distribution company standard offer service~~ and ~~or~~ participate in the Power Supply Program as well.

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



## 8.0 EQUITABLE TREATMENT OF ALL CLASSES OF CUSTOMERS

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

## 9.0 REPORTING

The Compact shall submit an annual report to the DPU on December 1<sup>st</sup> of each year. The annual report shall, at a minimum, provide: (1) a list of the Compact's competitive suppliers over the past year; (2) the term of each power supply contract; (3) the aggregation's monthly enrollment statistics by customer class; (4) a brief description of any renewable energy supply options and other renewable energy features that exceed minimum requirements; and (5) a discussion and documentation regarding the implementation of the municipal aggregation's alternative information disclosure strategy, to the extent applicable. The Compact's first annual report shall be filed on December 1, 2014.

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## **109.0 RELIABILITY**

“Reliability” in power supply and in transmission and distribution is essential to consumers. The Compact’s policy, contained in item ~~five~~ six of the goals of the Inter-Governmental Agreement is: “To improve quality of service and reliability.” This will be accomplished and reinforced at several levels: 1) through provisions of the power supply contract that will include language on reliability of supply, liability and damages provisions; 2) through traditional proceedings related to ~~Commonwealth Electric’s~~ NSTAR’s regulated transmission and distribution services; 3) through direct discussions with ~~Commonwealth Electric Company~~ NSTAR concerning specific or general problems related to quality and reliability of transmission and distribution service.

## **110.0 RIGHTS AND RESPONSIBILITIES OF POWER SUPPLY PROGRAM PARTICIPANTS**

### **110.1 Rights**

All ~~P~~power ~~S~~supply ~~P~~program participants shall enjoy the protections of law afforded to consumer as they currently exist or as they may be amended from time to time. These include rights to question billings or service quality or service practices. Under protocols developed by the ~~DPU, Department of Telecommunications and Energy~~ problems related to billing or service shall be directed to the appropriate parties. All program participants shall also enjoy the individual right to decline participation in the ~~Compact’s~~ Power Supply Program as noted in the description of the “opt-out” in section 4.1.7 above.

### **110.2 Responsibilities**

All ~~P~~power ~~S~~supply ~~P~~program participants shall meet all standards and responsibilities required by the ~~DTED~~ DPU, including payment of billings and access to essential metering and other equipment to carry out utility operations.

## **121.0 THE CONSEQUENCES OF AGGREGATION**

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

### **121.1 Consumer Option to Participate in Competitive Market**

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

### **121.2 Lower Price or Renewable Energy**

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The Compact may elect at times to pursue renewable energy in excess of the Renewable Energy Portfolio Standards. Pursuit of renewable energy generation and/or certificate contracts may, or may not, yield lower power supply prices compared to market prices. Additionally, the Compact may offer an opt-in green power program.

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Because the law requires the power supply price negotiated by a municipal aggregator to be lower than the standard offer, or to show a notable amount of renewable energy in the supply mix to justify a higher price, one consequence is the contract guarantee of a price lower than the standard offer, or cleaner energy, if that is what the community chooses and the DTE approves. Item number two of the Compact's goals contained in the Intergovernmental Agreement is: "To acquire the best market rate for electricity and transparent pricing."

### **121.3 Consumer Ability to Opt Out and Choose Another Supplier**

Because the law guarantees the right to opt out, including the right to choose ~~standard offer~~ basic service at no charge for 180 days, all customers have the right to select a supplier other than the one chosen by the ~~municipal aggregator and the selectmen~~ Compact.

### **121.4. Recovery and Use of Energy Efficiency Funds at Local Level**

Because the law allows municipal aggregators to recover funds paid by consumers and apply them in ~~locally designed and~~ approved energy efficiency programs, a third consequence is the opportunity to reduce energy use and total bills through the aggregation program.

### **121.5 Indemnification of Consumers and Risk Associated with Competitive Market**

In a competitive market it is possible that the failure of a power supplier to deliver service may result in the need for consumers to acquire alternative power supply, or for consumers to receive power at ~~Default Basic~~ Service prices, ~~if the Standard Offer is not available~~. The Compact will seek to minimize this risk by recommending only reputable suppliers who demonstrate reliable service. The Compact also intends to include conditions in its contract with a supplier that will indemnify consumers against risks or problems with power supply service.

### **121.6 Other Consumer Protections**

The Compact ~~intends will to~~ negotiate a range of provisions in its contracts to enhance consumer protection. The Compact also intends to work with ~~Commonwealth Electric~~ NSTAR and the ~~DTE-DPU~~ to assure improvement in the reliability of transmission and distribution services.

## **132.0 MEET ANY REQUIREMENTS ESTABLISHED BY LAW OR THE DEPARTMENT CONCERNING AGGREGATED SERVICE**

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

#### **14.0 UPDATING THE COMPACT'S AGGREGATION PLAN**

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

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