

**ROBERT FROMER**

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Chairman John Mengacci and Members  
Connecticut Energy Advisory Board  
C/o CERC  
805 Brook Street, Building 4  
Rocky Hill, CT 06067-3405

Re: **Request for Comments on Draft Electric Conservation Program Study pursuant to Public Act 07-242, Section 59.**

Dear Chairman Mengacci and Members:

**A. Introduction**

Generally, in determining appropriate and relevant comments to statutorily mandated studies, the commentator must first answer three fundamental questions before proceeding with remarks on a study's details. Firstly, what factors does the statute mandate for consideration? Secondly, did the study consider part or all of the mandated factors? And, thirdly, if the study comprehensively considered all the factors, did the document fully provide all the required information supporting the findings of fact and conclusions?

Public Act 07-242, § 59 required the Connecticut Energy Advisory Board ("CEAB") to conduct an Electric Conservation Program study ("Study") considering the following:

Not later than July 1, 2007, the Connecticut Energy Advisory Board shall conduct a study on the efficacy, innovativeness and customer focus on electric conservation programs. The board shall hold a public hearing on such matters. In the study, the board shall investigate the options of (1) selecting a state-wide provider of conservation programs through a competitive process, which shall be open to electric distribution companies, the Connecticut Municipal Electrical Energy Cooperative and other entities; (2) retaining the current delivery system for conservation programs; and (3) having a nonprofit organization provide the conservation programs.

The CEAB contracted with GDS Associates, Inc. ("GDS"), 1850 Parkway Place, Suite 800, Marietta, GA 30067 to conduct the Study. The company provided its results on page 1 of the Study:

This study presents detailed information on existing electric conservation programs being offered to consumers in Connecticut, including the goals of each program and a summary of the results achieved by each program in

2006. This study also compares program results for kWh and kW savings, program administrator cost per lifetime kWh saved and other data for Connecticut programs to program results in other Northeastern states. Figure 1-1 presents data for the major program administrators in the Northeast on the ratio of 2006 kWh savings from energy efficiency programs to 2006 annual kWh sales for each program administrator service area. Connecticut Light and Power Company (CL&P) and United Illuminating (UI) rank very high on this electricity savings metric (rank of third and fourth of 15 administrators in the Northeast).

Table 1 presents the essential statutory elements, which GDS must consider in the Study; Table 2 provides the summarized results that GDS presented in its Executive Summary.

**Table 1. Study Requirements (Section 59)**

**Conservation Programs:**

1. Efficacy
2. Innovativeness
3. Customer focus

**Options for Consideration**

1. Selection of a state-wide provider of conservation programs through a competitive process
  - a. Connecticut Light & Power
  - b. United Illuminating
  - c. Connecticut Municipal Electrical Energy Cooperative
  - d. Other utilities
2. Retention of the current delivery system for conservation programs
3. Conservation programs provided by a nonprofit organization

**Table 2. Study Results**

1. Detailed information on existing electric conservation programs
  - a. Goals of each program

- b. Summary of the results achieved by each program in 2006
2. Comparison of program results for kWh and kW savings, program administrator cost per lifetime kWh saved and other data for Connecticut programs to program results in other Northeastern states
3. Program administrator cost per lifetime kWh saved
4. Other data for Connecticut programs to program results in other Northeastern states

## **B. Findings**

In answer to the fundamental questions, GDS failed to comply with the above statutory requirements. Based on the tabulated requirements and results, the Study failed to expressly address all of the mandated factors in Table 1 and the results in Table 2 did not comply with the Section 59 requirements. For example, Figure 1-2 of the Study presents a comparison of the estimated program administrator cost per lifetime kWh saved for the major energy efficiency program administrators in the Northeast. Section 59 contains no provision requiring consideration of administrator costs per energy savings in the Northeast. While Figure 1-2 illuminates regional cost comparisons, GDS should have collaterally presented the information instead of presenting it as a primary consideration. Conservation programs primarily focus on savings in energy, not costs. Further, the Study only considered CL&P and UI omitting the energy savings by the Connecticut Municipal Electrical Energy Cooperative and other Connecticut utilities.

“In the construction of the statutes, words and phrases shall be construed according to the commonly approved usage of the language; and technical words and phrases, and such as have acquired a peculiar and appropriate meaning in the law, shall be construed and understood accordingly. Connecticut General Statutes, § 1-1(a). Interestingly, GDS omitted the definitions and criteria or standards for determining the required innovativeness, and customer focus.” The commonly accepted definitions of the terms provides the underpinnings for the Study that GDS should have provided even if the definitions differ markedly from those that follow. Hence, the definition of (energy) efficacy means “The amount of energy service or useful energy delivered per unit of energy input. Often used in reference to lighting systems, where the visible light output of a luminary is relative to power input; expressed in lumens per Watt; the higher the efficacy value, the higher the energy efficiency.” Available from: <http://www.websters-online-dictionary.org/Ef/Efficacy.html> with references to *Dictionary of Energy* (Cutler J. Cleveland and Christopher G. Morris editors, Elsevier 2005); Carl W. Hall and Carl W. Hall, *Dictionary of Energy (Energy, Power, and Environment)* (CRC Press 1991). The term “innovativeness” means “originality by virtue of introducing new ideas” and originality to mean “the ability to think and act independently.” Available from <http://www.thefreedictionary.com/innovativeness>. The definition of focus means “5 a: a center of activity, attraction, or attention b: a point of concentration; 7: directed attention: EMPHASIS.” Available from <http://www.m-w.com> (Merriam-Webster Online Dictionary).

Based on the above, GDS may have breached its contract with the information provided in the Study.

**C. Conclusion**

The company neglected to meet the statutory requirements of Section 59 and may have breached its contract to provide the requisite information. Consequently, commenting on the details in the Study would serve no meaningful purpose at this time.

Cordially,

A handwritten signature in cursive script that reads "Robert Fromer".

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ROBERT FROMER  
Environmental and Public Interest Consultant