

Cape Light Compact Executive Committee and Governing Board Meeting

DATE: Wednesday, November 18, 2015
LOCATION: Innovation Room, Open Cape Building, Barnstable County Complex
TIME: 2:00 – 4:00 p.m.

AGENDA

2:00 Public Comment

2:10 Approval of Minutes

2:20 Treasurer's Report
Potential Vote to Ratify Treasurers' Approval of Contracts

2:30 Chairman's Report

2:40 Discussion and Potential Vote on Amendments to the Compact's
Intergovernmental Agreement

3:15 Proposed Executive Session – Strategy Discussions on Contested Legal Issues on
2016 -2018 Energy Efficiency Plan, DPU 15-166

3:45 CVEC Update, Potential Vote to Appoint Compact representative to CVEC

**Cape Light Compact Governing Board
Open Session Meeting Minutes
Wednesday, October 14, 2015**

The Governing Board of the Cape Light Compact convened on Wednesday, October 16, 2015 at 1:30 p.m. in the Innovation Room, Open Cape Building, 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
5. Sheila Lyons, Barnstable County @ 3:30 p.m.
6. David Anthony, Barnstable
7. Deane Keuch, Brewster
8. Timothy Carroll, Chilmark – remotely by phone
9. Frederick Fenlon, Eastham
10. Paul Pimentel, Edgartown
11. Ronald Zweig, Falmouth
12. Thomas Mayo, Mashpee
13. Richard Toole, Oak Bluffs
14. Raymond Castillo, Orleans
15. Thomas Donegan, Provincetown
16. Joshua Peters, Sandwich
17. Joseph Buteau, Truro
18. Susan Hruby, W. Tisbury

ABSENT WERE:

19. Michael Hebert, Aquinnah
20. Brad Crowell, Dennis
21. Dukes County - vacant
- 22 Tisbury - vacant
23. Richard Elkin, Wellfleet

Members Physically present: 18
Members Participating by phone: 1

LEGAL COUNSEL:

JoAnn Bodemer, Esq., BCK Law, PC

OTHERS:

Habitat for Humanity

- Vicki Goldsmith
- Kate Wing, 28 Sesame Street

STAFF PRESENT:

Margaret Downey, Administrator
Austin Brandt, Power Supply Planner
Margaret Song, Residential Program Manager
Meredith Miller, C&I Program Manager
Philip Moffitt, EM&V Manager
Lindsay Henderson, Marketing Coordinator & Data Analyst
Karen Loura, Administrative Assistant

PUBLIC PRESENT

Brian O'Malley, Provincetown
Steve Krintzman, Yarmouthport

CALL TO ORDER Chr. Flynn called the meeting to order at 1:30 p.m. The meeting notice/agenda was posted on the Cape Light Compact website pursuant to the Open Meeting Law on Friday, October 9, 2015 @ 1:24 p.m. .

PUBLIC COMMENT:

Kate Wing rose to express her appreciation to Cape Light Compact as her family was able to get into their home at 28 Sesame Street about 4 months ago. She described her prior circumstances paying high rent and heating a poorly insulated home with oil. Although Cape Light Compact would have upgraded the insulation, her landlord would not agree to have the work done. An inspector involved in the program said hers was one of the most energy efficient homes ever seen.

M Downey said that the Cape Light Compact Governing Board recently approved allocation of additional funds to continue purchasing SRECS. She said the Compact will continue to look forward to working with Habitat for Humanity on Cape Cod and Martha's Vineyard. She introduced Austin Brandt, who replaced Stephan Wollenburg as the Cape Light Compact Power Supply Planner, he was the Town of Provincetown's Energy Manager & Conservation Agent.

PUBLIC MEETING PROTOCOLS

The Board reviewed a draft of proposed Public Meeting Protocols by BCK. There was discussion about the amount of time allotted for public speaking and adding language enabling variances at the discretion of the Chair. There was discussion about the desire to conduct cordial and productive meetings and compliance with the Open Meeting Law. There was discussion about not engaging speakers at the risk of discussing items not listed on the agenda and ways to correct false and/or misleading public statements. There was a suggestion that the Chairman invite comments/corrections from the Board Members following Public Comment. There was discussion about placement of audio recording devices and adding that any video recording equipment must be stationary and placed at the discretion of the Chair. There was discussion about making extra Board Meeting Packets. *B. Schofield moved the Board vote to adopt the Cape Light Compact Public Meeting Protocols dated October 14, 2015 as amended, seconded by P. Cocolis. The Board then voted by roll call as follows:*

- | | | | |
|-----------------------------|-------------|------------------------------|-----|
| 1. D. Anthony, Barnstable | Yes | 9. B. Worth, Harwich | Yes |
| S. Lyons, Barnstable County | Not present | 10. T. Mayo, Mashpee | Yes |
| 2. R. Schofield, Bourne | Yes | 11. R. Toole, Oak Bluffs | Yes |
| 3. D. Keuch, Brewster | Yes | 12. R. Castillo, Orleans | Yes |
| 4. P. Cocolis, Chatham | Yes | 13. T. Donegan, Provincetown | Yes |
| 5. T. Carroll, Chilmark | Yes | 14. J. Peters, Sandwich | Yes |
| 6. F. Fenlon, Eastham | Yes | 15. J. Buteau, Truro | Yes |
| 7. P. Pimentel, Edgartown | Yes | 16. S. Hruby, W. Tisbury | Yes |
| 8. R. Zweig, Falmouth | Yes | 17. J. Flynn, Yarmouth | Yes |

Motion carried in the affirmative (17-0-0).

COMMENTS FROM THE BOARD

F. Fenlon announced a new organization named Protect Our Cape Cod Aquifer and urged members to follow-up with them. They are seeking relief from Eversource spraying around homes and there is a case in court. He distributed information about the group.

CONSIDERATION OF MEETING MINUTES

B. Worth, Secretary presented the draft September 16, 2015 Meeting Minutes and noted 3 minor typographical errors. T. Mayo corrected that it was T. Donegan not himself who met with the Attorney General at the bottom of page 3 and requested changes to paragraph 3 on page 2 for clarification. T. Donegan also offered a clarifying

amendment. By agreement. *B. Schofield moved the Board vote to accept the minutes as amended, seconded by R. Castillo and voted by roll call vote as follows:*

- | | | | |
|------------------------------------|--------------------|-------------------------------------|------------|
| 1. <i>D. Anthony, Barnstable</i> | <i>Yes</i> | 9. <i>B. Worth, Harwich</i> | <i>Yes</i> |
| <i>S. Lyons, Barnstable County</i> | <i>Not present</i> | 10. <i>T. Mayo, Mashpee</i> | <i>Yes</i> |
| 2. <i>R. Schofield, Bourne</i> | <i>Yes</i> | 11. <i>R. Toole, Oak Bluffs</i> | <i>Yes</i> |
| 3. <i>D. Keuch, Brewster</i> | <i>Yes</i> | 12. <i>R. Castillo, Orleans</i> | <i>Yes</i> |
| 4. <i>P. Cocolis, Chatham</i> | <i>Yes</i> | 13. <i>T. Donegan, Provincetown</i> | <i>Yes</i> |
| 5. <i>T. Carroll, Chilmark</i> | <i>Yes</i> | 14. <i>J. Peters, Sandwich</i> | <i>Yes</i> |
| 6. <i>F. Fenlon, Eastham</i> | <i>Yes</i> | 15. <i>J. Buteau, Truro</i> | <i>Yes</i> |
| 7. <i>P. Pimentel, Edgartown</i> | <i>Yes</i> | 16. <i>S. Hruby, W. Tisbury</i> | <i>Yes</i> |
| 8. <i>R. Zweig, Falmouth</i> | <i>Yes</i> | 17. <i>J. Flynn, Yarmouth</i> | <i>Yes</i> |

Motion carried in the affirmative (17-0-0).

TREASURER'S REPORT

P. Cocolis distributed the Energy Efficiency (EE) budget vs. actuals Report (January-September). He said spending is approximately 50% complete through September. This budget will end at end of December with full reconciliation in March. He noted that the Compact's budgets are fully reconciled each year and closely reviewed by Department of Public Utilities. He said the Compact is basically in good shape.

P. Cocolis distributed copies of the 10/14/15 Operating Budget Expenditures Report. He said Retirement Board Assessment which is provided to payroll will be reviewed for accuracy (allocations; participants, etc.) relative to the deficit appearing in the Retirement Fund. If found to be correct, the budget can absorb this amount in the short term but he would request a supplemental budget at an upcoming meeting. He reported spending is at 29% which is where it should be. He reported the Marketing budget is negative around \$2,000.00 T. Mayo said Municipalities have Finance Committees to oversee "unforeseen expenses" and asked if the Compact has similar. M. Downey said the Auditor recommended all additional appropriations come to the Board for approval/supplemental budget adjustment vote. There was discussion about adding a notation to the document in the Retirement line. It was agreed the matter will be covered in the minutes which are posted within a couple days of meeting.

2016 & 2018 ENERGY EFFICIENCY PLAN

M. Downey distributed copies of a Power Point Presentation entitled 2016-18 Energy Efficiency (EE) Plan proposed for the October 30, 2015 Filing. F. Fenlon asked if the closing of the Pilgrim Power Plant will have an impact on EE Programs. M. Downey responded there will be no impact on the EE plan. The Cape Light Compact proposed 3 year budget is approximately \$126M. The Compact's programs reflect Board approved enhancements, which reflect higher incentive levels and programs targeting customers who are hard to reach and hard to serve. She reminded the Board that the Compact, unlike the other Program Administrators, does not collect performance incentive dollars so Cape and Vineyard ratepayers are not paying in to this fund (\$100 million dollars). There was discussion about the last 3-year plan budget. There was discussion about how well the Compact is meeting goals for 2013 & 2014.

Brian O'Mally, Provincetown arrived to the meeting @ 2:56 p.m.

There was discussion about the bill impact and consumer impact. Compact Management staff distributed a table showing historical bill impact data.

S. Lyons, Barnstable County arrived to the meeting @ 3:30 p.m.

The Board reviewed the previous bill impacts. Although there was consideration about extending an enhanced heat loan to income eligible participants, it was decided not to further indebt Low Income participants.

There was discussion about implementing programs fuel neutral. Atty. Bodemer said the Compact can legally implement programs across fuel types. There was discussion about customers contributing to the Energy Efficiency Fund as part of both their Gas and Electric Bills. M. Downey reviewed the history with National Grid and the sense of the Compact was that the Compact will continue to serve gas customers upon request.

T. Carroll – disconnected from the phone at 3: 45 p.m.

The Department of Public Utilities will decide who will administer the programs to natural gas customers. M. Song said the sector mix on Cape Cod is predominantly residential vs large commercial. The Compact is more than 50% committed to residential customers. This has to do with the type of measures which are of a different caliber than other program administrators. The Compact's measures are deeper and more comprehensive than the others.

B. Schofield mentioned that Eversource is advertising energy efficient lightbulbs. The Compact is not focusing spending on lighting.

M. Downey spoke about Demand Response.

M. Song asked for a general sense of the board on the proposed new residential enhancements. The Board indicated they are in support.

Meredith Miller provided an overview of the Commercial/Industrial & Municipal Proposed Plan. 40-60% of budget is used on Energy Efficiency for Municipalities.

There was discussion about serving Commercial Gas Customers. P. Pimentel suggested turning the matter over to the DPU to decide. S. Hruby suggested leaving the situation with Commercial Gas Customers as is.

T. Donegan said there are social and economic low income organizations (i.e., arts organizations & theaters, etc.) which he believes is an underserved group. He said there are cultural/arts entities with annual operating budgets of less than \$2 million. All own property and pay heating and electric bills. He believes these organizations will provide huge energy savings. There was discussion about defining parameters to target low income organizations. It was suggested to qualify the organization would have to be a 501(3) c in existence for 5 years or more with bylaws and an annual operating budget of \$10 million or less. T. Donegan said these are businesses struggling to pay energy bills and often occupy large open poorly insulated buildings. T. Mayo mentioned the laws of unintended consequences adding that if the organization is a 501 (3) c and can afford to make energy efficiency improvements they should not be included. He is not in support of incentivizing all 501 (3) c organizations. The sense of the Board was in support to double budget for non-profit incentives.

R. Schofield moved the Board vote to approve the proposed goals and budgets presented by staff for the 2016-2018 Energy Efficiency Plan, and authorize submission of the proposed Plan to the Massachusetts Department of Public Utilities. The Compact Administrator is authorized and directed to take all actions necessary or appropriate to implement this vote and to execute and deliver all documents as may be necessary or appropriate to implement this vote, seconded by P. Cocolis and voted unanimously in favor. (17-0-0 with S. Lyons present and voting). NOTE: Since T. Carroll had disconnected from the phone – no roll call vote was required.

ADMINISTRATOR'S REPORT

Review Proposed Response to Eric Bibler – 9/28/15 Open Meeting Law Complaint

The Board then reviewed and discussed the draft response to the 9/28/15 Open Meeting Law Complaint lodged by Eric Bibler of Weston CT. M. Downey asked for a sense of the Board with regard to their comfort with the response. The sense of the board was in support of the response.

M. Downey said the regularly scheduled November Board Meeting falls on Veteran's Day. She has a conflict on 11/18 due to a meeting with the Advisory Council. The Board will take up the 6th Amendment to the Bylaws. D. Anthony suggested that since the bulk of change is to Section K it may be alright if she were not present. R. Zweig said the MMA voted to bump up renewable production and lift the Net Metering Cap. He said they are mostly concerned with energy security. P. Pimentel said there is a need to have the ability to do some longer term hedging.

At 4:48 p.m. the Board adjourned.

Respectfully submitted,

Karen E. Loura
Administrative Assistant

LIST OF DOCUMENTS & EXHIBITS:

- Board Meeting Notice/Agenda
- Draft Public Meeting Protocols
- September 16, 2015 Open Session Meeting Minutes – Draft
- 10/14/15 Operating Budget Expenditure Report
- 2013-15 Energy Efficiency Budget Comparison Report (January – September, 2015)
- 2016-18 Energy Efficiency Plan Power Point Presentation
- Historical Bill Impacts Table dated 10-12-15
- Draft response to 9/28/15 Open Meeting Law Complaint filed by Eric Bibler, Weston CT

Minutes reviewed by B. Worth on 11/12/15

Cape Light Compact Public Meeting Protocols

(Adopted by Board October 14, 2015)

Thank you for attending the Cape Light Compact Governing Board (Board) meeting. The following protocols have been established to assist the public in effective participation at Cape Light Compact meetings.

- 1. No person shall address a public meeting of the Board without permission of the Compact Chair or other designated presiding officer.**
- 2. All speakers must identify themselves.**
- 3. Each public speaker is limited to three (3) minutes speaking time, this may be extended at the Chair's discretion.**
- 4. All comments must be directed to the Chair.**
- 5. Board members and staff shall not respond to public comment.**
- 6. Public comment must be respectful, courteous, and presented in a dignified manner. All remarks must also be free of personal attacks. Behavior disruptive to the meeting will not be tolerated.**
- 7. Members of the public may record the meeting upon notification in the following manner: audio recording equipment shall be placed next to the conference call equipment used for Board members. Video equipment must be stationary and placed at the discretion of the Chair. If there is no such conference call equipment in use, the recording device will be placed where such conference call equipment would normally be located.**
- 8. Copies of the Board meeting packet shall be made available to members of the public at the Board meeting when possible. The meeting packet shall be available on the Compact's web site at www.capelightcompact.org within 24-48 hours after the meeting. Documents exempt from disclosure pursuant the Public Records Law or protected by the attorney-client privilege shall not be included.**

Vendor Name	Amount of Contract	Term	Purpose	Competitively Procured Y/N	P. Cocolis (A)Approved/(D) Denied
October, 2015 EFI	Pricing Matrix	7/1/15-12/31/17	Lighting & Products Rebate Processing	Y	A 10/21/15
November, 2015 EFI	\$12,000.00	1/1/15-12/31/15	Upstream HVAC Services	Y	A 11/3/2015
NRM	\$550,000.00	1/1/15-12/31/15	Sm. C/I Direct Install	Y	A 11/13/15

**Agenda Action Request
Cape Light Compact
Meeting Date: 11/18/2015**



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

Ratify Actions of Treasurer

REQUESTED BY: Peter Cocolis

Proposed Motion(s)

I move the Board vote to ratify the actions of the Compact Treasurer relative to Compact contracts from September 16, 2015 through November 13, 2015.

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

Additional Information

- **This motion is consistent with the Board's March 11, 2015 vote to establish a contract review process**

Record of Board Action

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

FOR 2016 03

	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED

120 CAPE LIGHT COMPACT							

8074 CAPE LIGHT COMPACT OPERTG FUND							

8074 4999		CLC OPERTG FD-TRANSFERS IN					
	0.00	0.00	0.00	-940,606.00	0.00	940,606.00	100.0%
8074 5100		CLC OPERTG FD-SALARIES					
	0.00	194,586.00	194,586.00	51,761.24	0.00	142,824.76	26.6%
8074 5213		CLC OPERTG FD-TELEPHONES					
	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00	.0%
8074 5220		CLC OPERTG FD-UTILITIES					
	0.00	4,500.00	4,500.00	0.00	0.00	4,500.00	.0%
8074 5233		CLC OPERTG FD-AUDIT/ACCTG SVCS					
	0.00	40,000.00	40,000.00	11,000.00	0.00	29,000.00	27.5%
8074 5235		CLC OPERTG FD-LEGAL SERVICES					
	0.00	317,575.00	317,575.00	46,244.03	0.00	271,330.97	14.6%
8074 5238		CLC OPERTG FD-IT COUNTY SUPPRT					
	0.00	8,750.00	8,750.00	0.00	0.00	8,750.00	.0%
8074 5239		CLC OPERTG FD-CONTRACTUAL					
	0.00	65,000.00	65,000.00	8,972.50	0.00	56,027.50	13.8%
8074 5270		CLC OPERATG FD-CUSTO/MAIN-CNTY					
	0.00	9,226.00	9,226.00	0.00	0.00	9,226.00	.0%
8074 5281		CLC OPERTG FD-OUTSTATE TRAVEL					
	0.00	6,000.00	6,000.00	0.00	0.00	6,000.00	.0%
8074 5282		CLC OPERTG FD-IN STATE TRAVEL					
	0.00	16,000.00	16,000.00	1,538.13	0.00	14,461.87	9.6%
8074 5291		CLC OPERTG FD-ADVERTISING					
	0.00	38,561.00	38,561.00	8,790.34	0.00	29,770.66	22.8%
8074 5293		CLC OPER-OUTRCH/MARKETG CONTRC					
	0.00	63,365.00	63,365.00	25,795.75	39,625.00	-2,055.75	103.2%
8074 5294		CLC OPERTG FD-FREIGHT/SHIPPG					
	0.00	250.00	250.00	0.00	0.00	250.00	.0%
8074 5295		CLC OPERTG FD-PRINTG/COPYG					
	0.00	10,627.30	10,627.30	2,243.48	3,108.28	5,275.54	50.4%
8074 5298		CLC OPERTG-LED ST LIGHTS-CONTR					
	0.00	15,000.00	15,000.00	0.00	0.00	15,000.00	.0%
8074 5320		CLC OPERTG FD-FOOD SUPPLIES					
	0.00	500.00	500.00	0.00	0.00	500.00	.0%
8074 5361		CLC OPERTG FD-POSTAGE					
	0.00	13,851.52	13,851.52	2,546.19	4,286.45	7,018.88	49.3%
8074 5399		CLC OPERTG FD-SUPPLIES					
	0.00	2,000.00	2,000.00	164.00	0.00	1,836.00	8.2%

FOR 2016 03

	ORIGINAL APPROP	TRANFRS/ADJSMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	% USED
8074 5421							
	0.00	20,000.00	20,000.00	10,000.00	0.00	10,000.00	50.0%
8074 5429							
	0.00	2,500.00	2,500.00	0.00	0.00	2,500.00	.0%
8074 5433							
	0.00	10,000.00	10,000.00	7,651.96	0.00	2,348.04	76.5%
8074 5462							
	0.00	17,500.00	17,500.00	0.00	0.00	17,500.00	.0%
8074 5463							
	0.00	10,000.00	10,000.00	0.00	0.00	10,000.00	.0%
8074 5981							
	0.00	33,080.00	33,080.00	45,481.00	0.00	-12,401.00	137.5%
8074 5983							
	0.00	33,557.00	33,557.00	5,087.03	0.00	28,469.97	15.2%
8074 5984							
	0.00	3,217.00	3,217.00	717.65	0.00	2,499.35	22.3%
8074 5990							
	0.00	4,000.00	4,000.00	0.00	0.00	4,000.00	.0%
GRAND TOTAL	0.00	942,645.82	942,645.82	-712,612.70	47,019.73	1,608,238.79	-70.6%

** END OF REPORT - Generated by Maggie Downey **

2015 Budgeted (Based on 2015 MTM)

Program	PA Costs			EMV	Total PA Costs
	PPA	Marketing	Incentives		
Residential (total)	\$1,448,734	\$434,206	\$17,410,426	\$2,828,311	\$485,502
1. Residential Whole House	\$ 1,024,711	\$ 197,258	\$ 13,929,322	\$ 1,581,999	\$ 617,918
Residential New Construction	\$ 22,510	\$ 17,730	\$ 250,002	\$ 91,755	\$ 1,507
Residential Multi-Family Retrofit	\$ 32,613	\$ 18,957	\$ 507,622	\$ 39,793	\$ 15,453
Residential Home Energy Services	\$ 968,588	\$ 150,571	\$ 12,999,997	\$ 1,650,952	\$ 594,958
Residential Behavior/Feedback	\$ -	\$ -	\$ 24,501	\$ 89,500	\$ -
2. Residential Products	\$ 298,086	\$ 162,934	\$ 3,267,803	\$ 448,811	\$ 4,230,830
Residential Cooling & Heating Equipment	\$ -	\$ 18,017	\$ 1,604,378	\$ 113,042	\$ 29,194
Residential Lighting	\$ 160,740	\$ 108,426	\$ 1,468,018	\$ 205,960	\$ 1,947,678
Residential Consumer Products	\$ 52,741	\$ 33,440	\$ 197,408	\$ 129,809	\$ 20,179
3. Residential Hard-to-Measure	\$ 129,965	\$ 286,814	\$ 60,000	\$ 998,500	\$ 1,482,789
Residential Statewide Marketing	\$ -	\$ 132,914	\$ -	\$ -	\$ 11,399
Residential DOEER Assessment	\$ 101,000	\$ -	\$ -	\$ -	\$ 11,399
Residential EEOC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -
Residential Sponsorship & Subscriptions	\$ 24,965	\$ -	\$ -	\$ -	\$ 24,985
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 850,000	\$ -
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 133,500	\$ -
Residential R&D and Demonstration	\$ -	\$ -	\$ 60,000	\$ 13,000	\$ -
Residential Education	\$ -	\$ 154,000	\$ -	\$ -	\$ 154,000
Low-income (total)	\$446,089	\$110,113	\$2,646,096	\$1,039,566	\$83,248
4. Low-income Whole House	\$ 384,853	\$ 52,395	\$ 2,646,066	\$ 1,039,566	\$ 78,921
Low-income New Construction	\$ 5,626	\$ 882	\$ 104,779	\$ 1,688	\$ 3,431
Low-income Single Family Retrofit	\$ 302,503	\$ 44,834	\$ 2,169,721	\$ 807,914	\$ 62,841
Low-income Multi-Family Retrofit	\$ 56,725	\$ 6,879	\$ 371,556	\$ 229,964	\$ 12,649
5. Low-income Hard-to-Measure	\$ 81,246	\$ 57,718	\$ -	\$ -	\$ 4,247
Low-income DOEER Assessment	\$ -	\$ 18,143	\$ -	\$ -	\$ 143,510
Low-income Statewide Marketing	\$ 15,288	\$ -	\$ -	\$ -	\$ 4,547
Low-income DOEER Assessment	\$ -	\$ -	\$ -	\$ -	\$ 19,935
Low-income Energy Affordability Network	\$ 65,958	\$ 39,575	\$ -	\$ -	\$ 105,533
Commercial & Industrial (total)	\$1,208,939	\$349,093	\$10,412,299	\$1,348,404	\$434,343
6. CAI New Construction	\$ 243,903	\$ 79,373	\$ 1,833,699	\$ 203,302	\$ 158,179
CAI New Construction	\$ 243,903	\$ 79,373	\$ 1,833,699	\$ 203,302	\$ 158,179
7. CAI Retrofit	\$ 934,378	\$ 266,613	\$ 6,678,600	\$ 1,146,104	\$ 461,478
CAI Retrofit	\$ 934,378	\$ 266,613	\$ 6,678,600	\$ 1,146,104	\$ 461,478
CAI Direct Install	\$ 498,320	\$ 104,828	\$ 4,599,127	\$ 501,140	\$ 134,282
CAI Direct Install	\$ 498,320	\$ 104,828	\$ 4,599,127	\$ 501,140	\$ 134,282
8. CAI Hard-to-Measure	\$ 30,691	\$ 62,805	\$ 4,078,473	\$ 643,964	\$ 327,184
CAI Statewide Marketing	\$ -	\$ -	\$ -	\$ -	\$ 14,689
CAI DOEER Assessment	\$ -	\$ -	\$ -	\$ -	\$ 108,195
CAI EEOC Consultants	\$ 19,740	\$ -	\$ -	\$ -	\$ 62,805
CAI Sponsorships & Subscriptions	\$ 10,921	\$ -	\$ -	\$ -	\$ 14,689
GRAND TOTAL	\$3,101,822	\$1,095,411	\$30,168,481	\$6,217,293	\$1,403,312
					\$40,986,209

Source: File:///C:/115-001%20Compact%20Efficiency%20201512015%20MTM3%20Cash%20Flow%20Model%2015%20MTM_Cash%20Flow_2015 04 22_EEAC%20Approved%20Budget.xlsx

2015 Actuals (January Through October)

Program	PA Costs			EMV	Total PA Costs
	PPA	Marketing	Incentives		
Residential (total)	\$835,901	\$364,828	\$11,503,934	\$1,770,690	\$562,930
1. Residential Whole House	\$ 666,074	\$ 118,049	\$ 9,320,058	\$ 428,149	\$ 344,237
Residential New Construction	\$ 12,435	\$ 3,368	\$ 201,988	\$ 46,537	\$ 10,774,567
Residential Multi-Family Retrofit	\$ 19,027	\$ 2,971	\$ 374,468	\$ 29,833	\$ 4,708
Residential Home Energy Services	\$ 535,612	\$ 111,710	\$ 8,719,602	\$ 287,612	\$ 23,188
Residential Behavior/Feedback	\$ -	\$ -	\$ 24,000	\$ 62,167	\$ 316,341
2. Residential Products	\$ 153,666	\$ 87,896	\$ 2,163,877	\$ 290,105	\$ 2,801,486
Residential Cooling & Heating Equipment	\$ 45,624	\$ 13,760	\$ 648,603	\$ 21,304	\$ 61,039
Residential Lighting	\$ 88,796	\$ 33,032	\$ 1,425,124	\$ 115,033	\$ 133,941
Residential Consumer Products	\$ 29,135	\$ 21,183	\$ 112,249	\$ 73,788	\$ 93,676
3. Residential Hard-to-Measure	\$ 109,521	\$ 148,895	\$ -	\$ 483,798	\$ 742,039
Residential Statewide Marketing	\$ -	\$ 80,405	\$ -	\$ -	\$ 3,038
Residential DOEER Assessment	\$ 96,364	\$ -	\$ -	\$ -	\$ 90,405
Residential EEOC Consultants	\$ -	\$ -	\$ -	\$ -	\$ 99,402
Residential Sponsorship & Subscriptions	\$ 9,957	\$ -	\$ -	\$ -	\$ 3,038
Residential HEAT Loan	\$ -	\$ -	\$ -	\$ 477,685	\$ -
Residential Workforce Development	\$ -	\$ -	\$ -	\$ 6,108	\$ -
Residential R&D and Demonstration	\$ -	\$ -	\$ -	\$ 3	\$ -
Residential Education	\$ -	\$ 68,480	\$ -	\$ -	\$ 68,480
Low-income (total)	\$236,302	\$58,566	\$1,433,731	\$446,395	\$76,788
4. Low-income Whole House	\$ 201,853	\$ 37,831	\$ 1,433,731	\$ 446,395	\$ 75,331
Low-income New Construction	\$ 3,101	\$ 512	\$ 102,065	\$ 1,142	\$ 1,991
Low-income Single Family Retrofit	\$ 167,110	\$ 32,156	\$ 1,198,929	\$ 380,813	\$ 41,512
Low-income Multi-Family Retrofit	\$ 31,338	\$ 5,164	\$ 192,696	\$ 64,440	\$ 32,420
5. Low-income Hard-to-Measure	\$ 33,149	\$ 20,733	\$ -	\$ -	\$ 437
Low-income DOEER Assessment	\$ 25,152	\$ 15,575	\$ -	\$ -	\$ 85,8%
Low-income Statewide Marketing	\$ -	\$ -	\$ -	\$ -	\$ 437
Low-income DOEER Assessment	\$ 8,997	\$ 5,159	\$ -	\$ -	\$ 25,988
Low-income Energy Affordability Network	\$ 8,151	\$ 176,654	\$ -	\$ -	\$ 13,755
Commercial & Industrial (total)	\$733,158	\$176,654	\$6,233,243	\$671,098	\$813,526
6. CAI New Construction	\$ 134,758	\$ 22,203	\$ 1,242,637	\$ 281,622	\$ 138,712
CAI New Construction	\$ 134,758	\$ 22,203	\$ 1,242,637	\$ 281,622	\$ 138,712
7. CAI Retrofit	\$ 516,170	\$ 85,773	\$ 4,680,608	\$ 409,247	\$ 1,799,113
CAI Retrofit	\$ 516,170	\$ 85,773	\$ 4,680,608	\$ 409,247	\$ 1,799,113
CAI Direct Install	\$ 240,897	\$ 39,696	\$ 2,330,191	\$ 216,223	\$ 477,186
CAI Direct Install	\$ 240,897	\$ 39,696	\$ 2,330,191	\$ 216,223	\$ 477,186
8. CAI Hard-to-Measure	\$ 82,250	\$ 46,077	\$ 2,660,415	\$ 171,023	\$ 216,328
CAI Statewide Marketing	\$ -	\$ 67,878	\$ -	\$ -	\$ 260,840
CAI DOEER Assessment	\$ 73,345	\$ -	\$ -	\$ -	\$ 280,840
CAI EEOC Consultants	\$ 8,915	\$ -	\$ -	\$ -	\$ 150,175
CAI Sponsorships & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ 62,878
GRAND TOTAL	\$1,804,421	\$389,347	\$19,170,900	\$3,287,514	\$1,242,824
					\$25,084,814

Is as Percent o

Program	Total PA Costs
Residential (total)	63.2%
1. Residential Whole House	63.4%
Residential New Construction	69.1%
Residential Multi-Family Retrofit	7.0%
Residential Home Energy Services	62.6%
Residential Behavior/Feedback	66.8%
2. Residential Products	45.4%
Residential Cooling & Heating Equipment	42.2%
Residential Lighting	56.7%
Residential Consumer Products	50.0%
3. Residential Hard-to-Measure	98.4%
Residential Statewide Marketing	0.0%
Residential DOEER Assessment	58.2%
Residential EEOC Consultants	4.6%
Residential Sponsorship & Subscriptions	0.0%
Residential HEAT Loan	6.0%
Residential Workforce Development	0.0%
Residential R&D and Demonstration	44.5%
Residential Education	52.0%
Low-income (total)	83.1%
4. Low-income Whole House	53.7%
Low-income New Construction	38.3%
Low-income Single Family Retrofit	85.0%
Low-income Multi-Family Retrofit	36.3%
5. Low-income Hard-to-Measure	129.0%
Low-income DOEER Assessment	13.0%
Low-income Statewide Marketing	60.4%
Low-income DOEER Assessment	71.4%
Low-income Energy Affordability Network	57.2%
Commercial & Industrial (total)	54.0%
6. CAI New Construction	67.4%
CAI New Construction	71.4%
7. CAI Retrofit	64.8%
CAI Retrofit	64.0%
CAI Direct Install	60.4%
CAI Direct Install	60.4%
8. CAI Hard-to-Measure	108.1%
CAI Statewide Marketing	213.2%
CAI DOEER Assessment	0.0%
CAI EEOC Consultants	81.5%
CAI Sponsorships & Subscriptions	81.2%

K. Compact Administrator.

In general, the Compact Administrator shall serve as the chief administrative and operating officer and supervise, direct and be responsible for the efficient administration of the business of the Compact.

More specifically, the Compact Administrator shall be responsible for:

- (i) Implementing the goals and carrying out the policies of the Compact Governing Board;
- (ii) Maintaining the complete and full records, reports and filings associated with the financial and administrative activity of the Compact;
- (iii) Planning and directing all administrative and operational functions of the Compact consistent with budgets approved by the Governing Board;
- (iv) Managing the hiring process, supervising and directing the work of all staff consistent with budgets and strategic goals approved by the Governing Board;
- (v) Consulting and advising the Governing Board as to the business, operational and strategic concerns of the Compact including fiscal affairs, legal and operational issues, and major program initiatives;
- (vi) Regularly attending all Compact Board meetings and answering all questions addressed to him/her;
- (vii) Managing the Compact's legal affairs, including directing the Compact's participation in regulatory and judicial proceedings consistent with relevant budgets approved by the Governing Board;
- (viii) Managing the Compact's energy efficiency program in accordance with all applicable laws and the rules and regulations of the Department of Public Utilities, or any successor entity;
- (ix) Negotiating and executing contracts for power supply procurement, renewable energy certificates, energy efficiency contracts, contracts for professional services, and legal services in order to achieve the strategic goals and business purposes of the governing board.
- (x) Perform such other duties as may be directed by the Governing Board from time to time, or as may be necessary or advisable to fulfill the Compact's objectives.

**SIXTHFIFTH AMENDED AND RESTATED
INTER-GOVERNMENTAL AGREEMENT
OF THE
CAPE LIGHT COMPACT
(November 18, 2015~~September 12, 2012~~)**

This ~~Sixth~~Fifth Amended and Restated Inter-Governmental Agreement (“Agreement”) is dated as of ~~October~~September xx, 20152 and is entered into by and between the County of Barnstable, County of Dukes County and the municipalities legally joining therein, pursuant to the authority of Massachusetts General Laws Chapter 40, §4A.

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

WHEREAS, the Cape Light Compact (“Compact”) was entered into with the County of Barnstable, County of Dukes County and the municipalities legally joining therein, pursuant to the authority of Massachusetts General Laws Chapter 40, §4A, through an original Inter-Governmental Agreement effective as of October, 1997; and

WHEREAS, the County of Barnstable, County of Dukes County and the municipalities legally joining therein, amended the original Inter-Governmental Agreement in June, 1999, September, 2006, November, 2010, February, 2011, ~~and~~ April 11, 2012 and September 2012; and

WHEREAS, the Compact recognizes that local governments have a substantial stake in the restructuring of the Massachusetts electric industry and that local governments represent community interests and provide a “natural aggregator” function through which consumers may gain greater benefits and terms in contracts; and

WHEREAS, under the authority of G.L. c. 164, §134, G.L. c. 25A, §6 and pursuant to the original Inter-Governmental Agreement, adopted October, 1997, as amended, the Compact developed a municipal aggregation plan, setting forth the structure, operations, services, funding and policies of the Compact, approved in D.T.E. 00-47 (August 10, 2000) and approved as updated in D.P.U. 14-69 (May 1, 2015; May 18, 2015); and ~~amended June, 1999 and again in September, 2006, the Compact developed a Municipal Aggregation Plan, setting forth the structure, operations, services, funding and policies of the Compact in order to negotiate the best rates for the supply and distribution of electricity and to advance consumer protection and~~

~~interests for the residents of Cape Cod and Martha's Vineyard; and~~

WHEREAS, the Compact currently operates a municipal aggregation competitive supply program which provides electric power supply on an opt-out basis to customers across all customer classes located on Cape Cod and Martha's Vineyard and the Compact also provides comprehensive energy efficiency services to Cape Cod and Martha's Vineyard through the Cape Light Compact Energy Efficiency Plan; and

WHEREAS, the Green Communities Act, St. 2008, c. 169, provided expanded authority to municipalities and other governmental entities to pursue energy efficiency, renewable energy development and other related activities; and

WHEREAS, the Compact continues to explore all available options for providing its customers with the best electrical supply and distribution rates and demand side management and renewable programs.

NOW THEREFORE, in consideration of the foregoing, and in order to reflect the current policies and purposes of the Compact, the County of Barnstable, the County of Dukes County and the municipalities legally joining therein hereby enter into this Agreement.

ARTICLE I: POLICY AND PURPOSE

The Compact's goals include, without limitation, the following:

- ◆ To provide the basis for aggregation of all consumers on a non-discriminatory basis;
- ◆ To negotiate the best terms and conditions for electricity supply and transparent pricing;
- ◆ 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;
- ◆ To provide equal sharing of economic savings based on current electric rates and/or cost-of-service ratemaking approved by the Department of Public Utilities, or its successor;
- ◆ 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;
- ◆ To improve quality of service and reliability;

- ◆ To encourage environmental protection through contract provisions;
- ◆ 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;
- ◆ To administer an energy efficiency plan that advances consumer awareness and the adoption of a wide variety of energy efficiency measures and that also utilizes and encourages demand side management, all through contract provisions, demonstration projects and the use of state mandated system benefit charges for energy efficiency and other related charges and funds;
- ◆ ~~To utilize and encourage demand side management and other forms of energy efficiency through contract provisions and state mandated system benefit charges for renewable energy 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;~~
- ◆ To advance specific community goals that may be selected from time to time, such as placing utility wires underground;
- ◆ To provide full public accountability to consumers; and
- ◆ To utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.
- ◆

ARTICLE II: POWERS OF THE COMPACT

The Compact shall have the following powers:

- a) to plan projects;
- b) to implement projects and/or conduct research;
- c) to negotiate contracts and other agreements, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct financial obligations on any member municipality or county (except for *de minimis* impacts by virtue of such member's participation in the Compact) until approved by such individual member municipality or county, as the case may be;
- d) to adopt an annual budget and to direct the expenditure of funds made available to the Compact by grant or contribution from public and private sector entities, or on account of any contract negotiated or administered by the Compact;

- e) to acquire property by gift, purchase or lease;
- f) to construct equipment and facilities;
- g) to apply for and receive grants, contributions and other such financial assistance from public and private sector entities or to receive amounts derived as a portion of the savings on, or as a surcharge, dedicated mills/kilowatt hour fee or other such charge as part of any electric energy purchase or similar contract negotiated and/or administered by the Compact and, to the extent required as required ~~as required~~ herein, agreed to by each member municipality or county to be financially bound thereby;
- h) to apply for and receive funds derived from the state mandated system benefit charges and to use such funds in accordance with state law;
- i) to employ staff, consultants, attorneys, technical advisors and independent contractors;
- j) to adopt bylaws to govern its internal affairs;
- k) to reimburse persons who have advanced funds;
- l) to enforce agreements or otherwise prosecute claims on behalf of member municipalities and counties and coordinate their defense in any claim made against them relating to any agreement or other matter related to the Compact;
- m) to invest funds;
- n) to procure insurance;
- o) to obtain project-related financing through any mechanism such as the federal Clean Renewable Energy Bond program, and other financing options;
- p) to contract with an agent, including, without limitation, a regional government or a member, to manage or accomplish any of its functions or objectives;
- q) to enter into agreements with state, quasi-state, county and municipal agencies; cooperatives and private entities, all as is convenient or necessary to manage or accomplish any of the Compact's functions or objectives; and
- r) to perform generally all acts which are necessary or convenient to implement the powers which are expressly or by necessary implication conferred upon the Compact and are not otherwise prohibited under any other provision of law.

ARTICLE III: GOVERNING BOARD

A. Powers of the Community Representatives.

The Compact shall have a board of community representatives (hereafter a "Representative" or the "Representatives," as the case may be and collectively the "Governing Board") who shall be responsible for the general management and supervision of the business and affairs of the Compact except with respect to those powers reserved to the member municipalities or counties of the Compact by law or this Agreement. The Governing Board may from time to time, to the extent permitted by law, delegate any of its powers to committees, subject to such limitations as the Governing Board may impose. The Governing Board may delegate to the Executive Committee the powers to act for the Governing Board between regular, annual or special meetings of the board. The Governing Board may designate persons or groups of persons as sponsors, benefactors, contributors, advisors or friends of the Compact or such other title as they may deem appropriate and as is consistent with applicable law.

B. Number, Qualifications and Term of Office.

The Governing Board shall consist of one Representative for each member municipality and one County Commissioner appointed by the Barnstable County Board of Commissioners and one Representative appointed by the Dukes County Board of Commissioners, and alternates therefor, in case any such Representative shall be unable to attend a meeting or otherwise participate in any matter regarding the Compact. In the absence of a Representative, his/her alternate shall be entitled to vote and otherwise exercise all of the powers of such Representative. The Representatives, and alternates, shall be selected by the Selectmen or Town Manager, as the case may be, for each member municipality. In the case of the County Representatives, such Representatives and his/her alternates shall be selected by the Board of Commissioners. Except as hereinafter provided, the Representatives (and alternates) shall hold office until the next selection of Representatives (and alternates) by each such member municipality or county and until his/her successor is selected.

C. Executive Committee.

There shall be an Executive Committee composed of no less than five (5) Representatives, at least one of whom shall be a Representative from Dukes County or a member town of Dukes County. The Executive Committee shall be selected by majority vote of all of the Representatives.

D. Manner of Acting and Quorum.

Provided there is a quorum present at the meeting, and except as specified elsewhere herein, the Governing Board shall act by vote of a majority of the Representatives present at the time of the vote. Unless altered by the Governing Board in accordance with this Agreement, each member municipality and county shall be entitled to select one Representative whose vote shall be equal in weight to the Representative of any other member municipality and county, except as expressly set forth in the succeeding paragraphs. Representatives may participate in meetings remotely in accordance with the regulations of the Office of the Attorney General

governing remote participation, 940 C.M.R. 29.10. A quorum shall be deemed present if the combined population of the towns whose Representatives are present at a meeting is at least equal to 50% of the combined population of all of the member municipalities of the Compact; and provided further, that at least one Representative from one of the Towns in Dukes County or Dukes County and at least two-thirds of the Representatives for Barnstable County and the member municipalities of Barnstable County are physically present or participating remotely in accordance with 940 C.M.R. 29.10. In accordance with 940 C.M.R. 29.10 and the Open Meeting Law, M.G.L. c. 30A, §§ 18-25, a simple majority of the members of the public body must be physically present. While a quorum is present, unless another provision is made by law, this Agreement or by the Compact's own rules, all business shall be determined by a majority vote of all participating members.

Notwithstanding the foregoing, any vote involving a matter concerning issues which would or could bear in a direct and material fashion on the financial interests of the member municipalities shall be taken by a weighted vote in which the vote of each Representative shall be weighted in the same proportion as the population of the municipality such Representative represents bears to the whole population of the member municipalities of the Compact, such population as determined, in the case of Barnstable County, by the most recent federal census, or decennial census, and, in the case of Dukes County, by the most recent data available from the Martha's Vineyard Commission. In case of a dispute as to whether a vote shall be taken on a weighted basis as set forth in this paragraph or on a one town, one vote basis as set forth in the preceding paragraph of this subsection, the determination shall be made by weighted vote as set forth herein.

In taking any vote required to be taken by weighted vote hereunder, the votes of Barnstable County and Dukes County shall be tabulated last, with each county's Representative having one equal vote, and the vote of said counties may break a tie; otherwise the counties' votes shall not be accorded any percentage weight but shall be recorded nonetheless.

E. Rules and Minutes.

The Governing Board shall determine its own rules and order of business, unless otherwise provided by the Compact or statute or this Agreement. The Governing Board shall also provide for the keeping of minutes of its proceedings. All regular and Executive Committee meeting announcements shall be sent to all members of the Governing Board.

F. Voting.

If requested by any Representative, a vote of the body shall be taken by a roll call and the vote of each Representative shall be recorded in the minutes, provided, however, if any vote is unanimous only that fact need be recorded.

G. Resignation and Removal.

1. Resignation.

Any Representative (or alternate) may resign at any time upon written notice to the remaining Governing Board. A Representative may resign from the Executive Committee and still keep his or her position as a Representative. The resignation of any Representative (or alternate) or resignation from the Executive Committee shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

2. Removal.

Any Representative (or alternate) may be removed at any time with or without cause by their appointing authority. The Governing Board may remove a Representative from the Executive Committee or the Governing Board only with good cause.

H. Vacancies.

1. Vacancies on the Governing Board.

Continuing Representatives may act despite a vacancy in the Governing Board and shall for this purpose be deemed to constitute the full board. A vacancy in the Governing Board of a Representative shall be promptly filled, but in no case more than sixty days thereafter, by the appointing authority of the member municipality or county which originally selected such Representative. Each Representative chosen to fill a vacancy on the Governing Board shall hold office until the next annual selection of the Representatives and until his/her successor shall be appointed and qualify. Insofar as there is no Representative then in office representing a member municipality or county, the alternate shall act in his/her stead.

2. Vacancies on the Executive Committee.

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

3. No Right to Compensation.

Unless the Governing Board in its discretion provides for compensation, no Representative or alternate resigning, and (except where a right to receive compensation shall be expressly provided in a duly authorized written agreement with the Compact) no Representative or alternate removed, shall have any right to any compensation as such Representative or alternate for any period following his/her resignation or removal, or any right to damages on account of such removal, whether his/her compensation be by the month or by the year or otherwise.

ARTICLE IV: MEETINGS OF THE GOVERNING BOARD

A. Place.

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

B. Annual and Regular Meetings.

The annual meeting of the Governing Board shall be held each year on the second Wednesday of September. In the event the annual meeting is not held on such date, a special meeting in lieu of the annual meeting may be held with all the force and effect of an annual meeting. Regular meetings may be held at such times as the Governing Board may fix but no less frequently than quarterly.

C. Special Meetings.

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

D. Notice.

In addition to the personal notice to Representatives set forth in Article III(E), public notice of any regular or annual meeting shall be made in compliance with the Open Meeting Law and other applicable law. Forty-eight hours' notice to Representatives by mail, telegraph, telephone or word of mouth shall be given for a special meeting unless shorter notice is adequate under the circumstances, provided, however, that public notice of such special meeting has been made in compliance with applicable law. A notice or waiver of notice need not specify the purpose of any special meeting. Personal notice of a meeting need not be given to any Representative if a written waiver of notice, executed by him or her before or after the meeting, is filed with the records of the meeting, or to any Representative who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him or her.

E. Vote of Interested Representatives.

A Representative who is a member, stockholder, trustee, director, officer or employee of any firm, corporation or association with which the Compact contemplates contracting or transacting business shall disclose his or her relationship or interest to the other Representatives acting upon or in reference to such contract or transaction. No Representative so interested shall vote on such contract or transaction, but he or she may be counted for the purpose of determining a quorum. The affirmative vote of a majority of the disinterested Representatives as set forth in Article III(D) hereof shall be required before the Compact may enter into such contract or transaction.

In case the Compact enters into a contract or transacts business with any firm, corporation or association of which one or more of its Representatives is a member, stockholder,

trustee, director, officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such Representative or Representatives have or may have interests therein which are or might be adverse to the interests of the Compact. No Representative or Representatives having disclosed such adverse interest shall be liable to the Compact or to any creditor of the Compact or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such Representative or Representatives be accountable for any gains or profits to be realized thereon.

Nothing contained herein shall affect the compliance of any Representative or the Governing Board or the Compact with G.L. c. 268A, as set forth in Article VI, below.

ARTICLE V: OPEN MEETING LAW; EXECUTIVE SESSIONS

The meetings of the Governing Board are subject to the Massachusetts law governing open meetings of governmental bodies and governmental boards and commissions, including the Open Meeting Law. The Governing Board is therefore required to maintain accurate records of its meetings, setting forth the date, time, place, members present or absent and action taken at each meeting, including executive sessions.

In accordance with the Open Meeting Law, the Governing Board may hold an executive session after an open meeting has been convened and a recorded vote has been taken to hold an executive session. Executive sessions may be held only for the purposes specifically enumerated in the Open Meeting Law, including, but not limited to, to discuss energy-related trade secrets or confidential information.

Matters discussed in executive sessions of the Governing Board must be treated as confidential. A violation of confidentiality may lead to disciplinary action as established by the Governing Board, including removal of a Representative in accordance with Article III(G)(2).

ARTICLE VI: G.L. c. 268A

The Governing Board, as it consists of county and municipal representatives is subject to the provisions of the Massachusetts Conflict of Interest Law, G.L. c. 268A, and shall act at all times in conformity therewith. Public employees who work for two or more public entities may find that each agency has an interest in a particular matter. Compact employees or Representatives may be asked to work on matters for the Compact and the Compact's affiliated organization, the Cape & Vineyard Electric Cooperative, Inc. (the "Cooperative"). In order to help employees and Representatives identify and properly address potential conflicts under the Conflict of Interest Law, employees and Representatives should consider the following: (i) the Cooperative's founding purpose is to develop renewable energy projects and otherwise procure generation and generation-related products (*i.e.*, RECs); (ii) the Compact is a municipal aggregator and serves the complementary purposes of arranging for retail power supply, consumer advocacy and energy efficiency; (iii) the Cooperative seeks to finance and develop such projects and to provide generation to its members and the Compact (to be blended with its

retail power supply); and (iv) the Compact is a member of the Cooperative and the Compact intends to purchase generation from the Cooperative and participate in projects developed by the Cooperative. Any employee or Representative may request free legal advice from the State Ethics Commission about how the Conflict of Interest Law applies to them in a particular situation. This process is explained at <http://www.mass.gov/ethics/commission-services/request-advice.html>.

ARTICLE VII: OFFICERS

A. Election.

At its first meeting of the calendar year, the Governing Board shall elect a chairman, vice chairman, treasurer, secretary and officer at large and such other officers as the Governing Board shall determine. The term of office for those so elected shall be one year and until their respective successors are elected and qualified. Notwithstanding the foregoing, all officers must be a Representative and, upon selection of a successor Representative by such officer's appointing municipality or county, such officer shall immediately tender notice thereof to the Compact and the Governing Board shall select a replacement among the various Representatives for the remaining term of such officer.

B. Qualifications.

Two or more offices may be held by the same person, except the offices of chairman and secretary.

C. Vacancies.

Any vacancy occurring among the officers, however caused, may be filled by the Governing Board, from among the Representatives for the unexpired portion of the term.

D. Removal and Resignation of Officers.

1. Removal.

Any officer of the Compact may be removed from their respective offices with or without cause by resolution adopted by a majority of the Representatives then in office at any annual or special meeting of the Governing Board or by a written consent by all of the Representatives then in office.

2. Resignation.

Any officer may resign at any time by giving his or her resignation in writing to the chairman, treasurer, secretary or any other officer or Representative of the Compact. An officer may resign as officer without resigning from other positions in the Compact, including positions on the Executive Committee or as Representative.

E. Sponsors, Benefactors, Contributors, Advisors, Friends of the Compact.

Persons or groups of persons designated by the Governing Board as sponsor, benefactor, contributor, advisor or friend of the Compact or such other title as the Governing Board deems appropriate shall, except as the Governing Board shall otherwise determine, serve in an honorary capacity. In such capacity they shall have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum and shall have no other rights or responsibilities.

F. Chairman.

~~The chairman shall be chief executive officer of the Compact, in consultation with the Compact Administrator and, subject to the control of the Governing Board, shall in general supervise and control all of the business and affairs of the Compact.~~ The chairman shall preside at all meetings at which he or she is present. Unless otherwise directed by the Governing Board, all other officers shall be subject to the authority and supervision of the chairman. The chairman also shall have such other powers and duties as customarily belong to the office of chairman or as may be designated from time to time by the Governing Board.

Vice Chairman.

The vice chairman shall assist the chairman and preside at meetings at which the chairman is not present. The vice chairman also shall have such other powers and duties as customarily belong to the office of vice chairman or as may be designated from time to time by the Governing Board.

G. Treasurer.

The treasurer shall be the chief financial officer of the Compact and shall have such powers and duties as customarily belong to the office of treasurer or as may be designated from time to time by the chairman or the Governing Board. The roles and responsibilities of the treasurer may be delegated or expanded. Pursuant to the Administrative Services Agreement between the Compact and Barnstable County, as such agreement may be amended from time to time, the County is the designated agent and fulfills the administrative role for the Compact.

H. Secretary.

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

I. Other Officers.

The Governing Board shall have legal counsel for the Compact. The Compact's legal counsel may jointly represent the Compact's members or affiliates in accordance with a bylaw adopted by the Compact pursuant to Article II(j).

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

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

K. Compact Administrator.

In general, the Compact Administrator shall serve as the chief administrative and operating officer and supervise, direct and be responsible for the efficient administration of the business of the Compact. More specifically, the Compact Administrator shall: (i) implement goals and carry out the policies of the Governing Board; (ii) plan, direct, coordinate, and implement all administrative and operational functions of the Compact; (iii) plan, prioritize, schedule, assign, direct, supervise and evaluate the work of all Compact staff; (iv) develop job descriptions for Compact staff and recruit applicants for staff positions, consistent with budgets approved by the Governing Board; (v) supervise and select outside consultants, counsel, etc. as authorized by the Governing Board; (vi) consult with and advise the Governing Board as to the business, operational and strategic concerns of the Compact including fiscal affairs, legal and operational issues, and major program initiatives; (vii) regularly attend all regular and special meetings of the Governing Board and answer all questions addressed to him/her; (viii) ensure that complete and full records of the financial and administrative activity of the Compact are maintained (with the assistance of the Compact's fiscal agent and its auditor); (ix) prepare, maintain, update and complete required reports and filings to local, state and federal governmental authorities; (x) consistent with budgets approved by the Governing Board, manage the Compact's legal affairs, including negotiating and executing contracts and directing the Compact's participation in regulatory and judicial proceedings; (xi) be responsible for power supply procurement for the Compact's electric customers including issuing requests for proposals, and negotiating contracts concerning power supply and renewable energy certificate purchases; (xii) be responsible for general administration of the Compact's energy efficiency program in accordance with all applicable laws and the rules and regulations of the Department of Public Utilities, or any successor entity; (xiii) plan and direct strategic initiatives; and (xiv) perform such other duties as may be directed by the Governing Board from time to time, or as may necessary or advisable to fulfill the Compact's objectives. The Compact Administrator also shall have such other powers and duties as customarily belong to a manager of a municipal light plant or a

major regional inter-governmental association, or as may be designated from time to time by the Governing Board.

ARTICLE VIII: BUDGET; MAXIMUM FINANCIAL LIABILITY OF THE MEMBER MUNICIPALITIES AND COUNTIES

The Compact shall adopt an operating budget for each fiscal year and direct the expenditure of funds in accordance with applicable law. The operating budget and any amendments thereto shall be approved by a weighted vote of the Governing Board in accordance with Article III(D).

~~The Compact, when appropriate, shall adopt an annual budget and direct the expenditure of funds in accordance with applicable law.~~

This Agreement is not intended to impose any independent financial liabilities on the members. Each member shall remain responsible for its own debts and other financial liabilities, except as specifically provided herein.

ARTICLE IX: COOPERATION

The member municipalities, Dukes County and Barnstable County agree to act in good faith and use their best efforts to effectuate the intent and purpose of this Agreement. All parties to this Agreement shall cooperate to the fullest extent possible.

ARTICLE X: ELECTRICITY AND OTHER AGREEMENTS

Pursuant to this Agreement, member municipalities, Barnstable County, Dukes County, and private consumers may enter into contracts for the distribution, transmission and/or supply of electricity, for the purchase of energy and RECs, and for project financing in support thereof, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct financial obligations on any member municipality or county (except for *de minimis* impacts by virtue of such member's participation in the Compact) until approved by such individual member municipality or county, as the case may be, and further, that any contract shall indemnify and hold harmless the Compact and its members from any financial liability or provide commercially reasonable indemnification with respect to the provision of such products or services.

ARTICLE XI: OTHER APPLICABLE LAWS

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

ARTICLE XII: INDEMNIFICATION OF REPRESENTATIVES AND ALTERNATES

Each member of the Compact shall, to the extent legally permissible, indemnify the person(s) each such member chooses as set forth in Article III(A) to serve as a Representative for their service on the Governing Board and/or as a member of the Executive Committee and/or as an officer or who has served at any time as a Representative or officer or Executive Committee member of the Compact. All contracts negotiated or undertaken by the Compact shall also include, to the maximum extent feasible, indemnification of the Representatives and the participating members.

ARTICLE XIII: AMENDMENT

This Agreement may be altered, amended, or repealed, in whole or in part, by the affirmative vote of Representatives of municipalities whose population is at least equal to 50% of the combined population of all of the member municipalities of the Compact; provided that at least two-thirds of the Representatives from all of Barnstable County vote in the affirmative; and further provided that at least one Representative from all of Dukes County also votes in the affirmative.

ARTICLE XIV: TERM AND WITHDRAWAL

Each member shall take such action as required under G.L. c. 40, §4A to make this Agreement effective. This Agreement shall be effective as of the date that the last of the members signs below, and shall continue in effect for a term not to exceed twenty-five years. At the conclusion of the term, taking into account any changed circumstances, the members shall in good faith negotiate a replacement intergovernmental agreement.

Any governmental member may voluntarily withdraw from the Compact at the end of each quarter of the fiscal year (i.e. June 30th, September 30th, December 31st, March 31st), upon thirty days prior written notice. Withdrawal of such member shall not affect any obligations entered into prior to the date of withdrawal which are binding by their terms on such member, including, without limitation, contracts directly entered into by such member and financial contributions to the Compact made or agreed to be made by such member.

If the purposes of the Compact are attained, or for any other reason duly voted upon by the Governing Board, the Compact may dissolve. Upon dissolution, an accounting of the assets owned by the Compact shall be performed and sold. The proceeds of the sale shall be distributed equitably to the then remaining members of the Compact according to their percent contribution.

ARTICLE XV: CONSTRUCTION AND SEVERABILITY

This Agreement shall be liberally construed so as to effectuate the purposes thereof. The provisions of this Agreement shall be severable and if any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the constitution of any Massachusetts or of the United States or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any

government, agency, person or circumstance shall not be affected thereby. If this Agreement shall be held contrary to the constitution or General Laws of Massachusetts, the Compact shall remain in full force and effect as to all severable matters.

ARTICLE XVI: MISCELLANEOUS

A. Principal Office.

The principal office of the Compact shall be located at the Barnstable County Commissioners' Office, P.O. Box 427, Barnstable, MA 02630. The Governing Board may change the location of the principal office in accordance with Article III.

B. Compact Records.

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

C. Fiscal Year.

The fiscal year of the Compact shall begin on July 1st and end on June 30th, e.g. the same fiscal year as established by the General Laws for cities and towns in the Commonwealth.

D. Seal.

The seal of the Compact shall be a circular die with the name of the Compact around the periphery and the year and the date of establishment within.

E. Reports; Compliance with G.L. c. 40, §4A.

The Compact shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received. The Compact agrees that it will perform regular audits of such records separate and apart from audits conducted by the Compact's fiscal agent. Periodic financial statements shall be issued to all members. To the extent applicable, if at all, any reimbursement for or contribution toward the cost of any work related to this Agreement shall be made at such intervals as provided in the Administrative Services Agreement or other applicable agreements. The Compact will comply with all other applicable provisions of G.L. c. 40, §4A.

The Compact shall also prepare a written annual report, in the format required by the Massachusetts Department of Public Utilities ("DPU") regarding the expenditure of energy efficiency funds for the previous calendar year. Such reports shall be filed with the DPU no later than August 1, unless filing or reporting requirements established by the DPU necessitate a different date, and posted to the Compact's web site within thirty days of submission to the DPU. In addition, the Compact shall periodically prepare written overviews of the Compact's program activities for each member for inclusion in its individual town annual reports.

F. Multiple Originals.

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

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

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

H. Appendix.

The bylaws of the Compact shall be set forth in an appendix to this Agreement. The Compact's administrator may update and replace such appendix each time such bylaws are duly amended by the Governing Board without the necessity of further Governing Board approval.

AUTHORIZED AND AGREED TO BY:

Town of Barnstable

Town of Bourne

Town of Brewster

Town of Chatham

Town of Dennis

Town of Eastham

Town of Falmouth

Town of Harwich

Town of Mashpee

Town of Orleans

Town of Provincetown

Town of Sandwich

Town of Truro

Town of Wellfleet

Town of Yarmouth

Barnstable County

Town of Aquinnah

Town of Chilmark

Town of Edgartown

Town of Oak Bluffs

Town of Tisbury

Town of West Tisbury

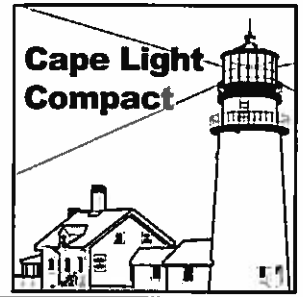
County of Dukes County

**BYLAWS
OF
CAPE LIGHT COMPACT
Adopted March 25, 2009**

**Bylaw 1. *Shared Legal Representation Involving Members or Other Public Entities;
Official Duties of Compact Counsel.***

The purpose of this bylaw is to allow the Compact from time to time to retain counsel who may also represent its Members or other public entities in matters in which the Compact has a direct or substantial interest without violating G.L. c. 268A, Section 11(a) and (c). Such dual or common representation allows the Compact to pool resources for a common purpose, develop mutual interests, and preserve scarce Compact funds. Pursuant to this bylaw, the official duties of Compact counsel include, but are not limited to, representing Members or other public entities in: (i) administrative and judicial proceedings in which the Compact is also a party; (ii) contract negotiations or project development matters in which the Compact or its Members have an interest, and (iii) other matters in which the Compact has a direct or substantial interest, provided that in each instance, such dual or common representation would not cause a violation of rules governing attorney conduct. Compact counsel shall discharge such duties only when requested in writing by the Compact's Governing Board. Prior to making such a request, the Compact's Governing Board shall determine whether the interests of the Compact would be advanced by such dual or common representation and shall evaluate if actual or potential conflicts of interest exist. If any conflicts are identified, they shall be described in the written request. Counsel shall then make its own determination whether such dual or common representation would not cause a violation of rules governing attorney conduct.

**Agenda Action Request
Cape Light Compact
Meeting Date: 11/18/2015**



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

Proposed Amendments to Intergovernmental Agreement

REQUESTED BY: Joyce Flynn, Chair

Proposed Motion(s)

I move the Board vote to approve the proposed amendments to the Cape Light Compact's Intergovernmental Agreement

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

Additional Information

- **The proposed amendments to the Intergovernmental Agreement (IGA) were provided to Board members in advance of the September 16th Board meeting.**
- **Board members discussed the proposed amendments at the September 16 Board meeting and suggested edits to the IGA**
- **An updated version, incorporating edits from 9/16, was provided to the Board**
- **Board members were advised to consult with their Towns regarding the proposed amendments in advance of a Board vote on the amendments**

Record of Board Action

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

**Agenda Action Request
Cape Light Compact
Meeting Date: 11/18/15**



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

Compact Board Representative to the Cape & Vineyard Electric Cooperative (CVEC)

REQUESTED BY: Maggie Downey

Proposed Motion(s)

I move the Board vote to approve Austin Brandt as the Cape Light Compact's representative to CVEC.

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

In the event that no Compact Board member can serve as the Compact's representative to CVEC, staff has served in this capacity.

Record of Board Action

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