

**Cape Light Compact JPE
Executive Committee and Governing Board Meeting**

DATE: September 13, 2017
LOCATION: 261 Whites Path, Unit#4
South Yarmouth, MA 02664
TIME: 2:00 p.m. – 4:30 p.m.

AGENDA

- 1:45 Optional Tour of New Office Space
- 2:00 Overview of Conference Room Features
- 2:10 Public Comment
- 2:20 Approval of Minutes
Approval of January 11, 2017 Minutes
- 2:30 Chairman's Report
- 2:40 Energy Efficiency Residential Program Updates, Phil Moffitt and Lindsay Henderson
- 2:55 Administrator's Report
1. Discussion and Potential Vote to Join Barnstable County Retirement System
 2. Overview of Operating and Energy Efficiency Budgets
 3. 2016 Audit Update
 4. Financial Software Status
 5. Low-Income Solar Grant Update
 6. Discussion and Vote on Providing Notice to Members Regarding Specific Proposed Amendments to JPA Concerning Effective Date of JPA, Operational Transfer Date, Minor Clarifying Edits to JPA and Correction of Scriveners Errors
- 3:15 Board Member Update (Reserved for Updates on Member Activities the Chair Did Not Reasonably Anticipate Would be Discussed – No Voting)
- 3:30 Open Session Vote on entry into Executive Session pursuant to M.G.L. c. 30A §§21(a)(3) to discuss matters below, not to return to open session:
1. Regulatory litigation strategy. DPU 17-05, 2017 Eversource Rate Case
 2. Regulatory litigation strategy. DPU 15-122, Eversource Grid Modernization Plan
 3. Regulatory litigation strategy. DPU 14-69, Administrative Compliance Filing Directive – Discussion and Potential Vote
 4. Regulatory litigation strategy. DPU 16-169, National Grid and Compact dispute regarding National Grid Agreement for Natural Gas Heated Homes
 5. Regulatory and litigation strategy. DPU 17-84, Cape Light Compact Mid Term Modification for the 2016-2018 Energy Efficiency Plan

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

**Cape Light Compact JPE
Board of Directors Meeting
Open Session Meeting Minutes
Wednesday, August 2, 2017**

The Cape Light Compact JPE Board of Directors met on Wednesday, August 2, in the Innovation Room, Open Cape Building, Barnstable County Complex, 3195 Main Street, Barnstable, MA 02630 at 2:30pm.

PRESENT WERE:

1. Colin Odell, Chair, Brewster
2. Robert Schofield, Vice-Chair, Bourne
3. Peter Cocolis, Chatham
4. Robert Hannemann, Chilmark Alternate
5. Brad Crowell, Dennis
6. Valerie Bell, Harwich
7. Tom Donegan, Provincetown
8. Sue Hruby, West Tisbury
9. Richard Toole, Oak Bluffs – By Phone
10. Richard Elkin, Wellfleet
11. Fred Fenlon, Eastham
12. Joyce Flynn, Yarmouth
13. Martin Culik, Orleans
14. Jarrod Cabral, Truro
15. Christiane Mason, Wellfleet Alternate
16. David Anthony, Barnstable

ABSENT WERE:

17. Michael Hebert, Aquinnah
18. Paul Pimentel, Edgartown
19. Bud Dunham, Sandwich
20. Dukes County
21. Jay Grande, Tisbury
22. Wayne Taylor, Mashpee

Members/Alternates

physically present: 15

Members present by phone: 1

LEGAL COUNSEL

Audrey Eidelman, Esq., BCK Law, P.C.

STAFF PRESENT

Maggie Downey, Administrator
Joanne Nelson, Comptroller
Austin Brandt, Senior Power Supply Planner
Phil Moffitt, Residential Program Manager
Margaret Song, Commercial and Industrial Program Manager
Briana Kane, Planning and Evaluation Manager
Jacob Wright, Special Projects Coordinator

TREASURER

Tammy Glivinski, Glavinski & Associates, Treasurer

PUBLIC COMMENT

There were no members of the public present.

CONSIDERATION OF MEETING MINUTES

The Board considered the June 14, 2017 Meeting Minutes. Peter Cocolis moved the board to accept the amended minutes, seconded by Joyce Flynn and voted by roll call as follows:

- | | |
|--------------------------------|-----|
| 1. David Anthony – Barnstable | abs |
| 2. Robert Schofield - Bourne | yes |
| 3. Colin Odell – Brewster | yes |
| 4. Peter Cocolis – Chatham | yes |
| 5. Robert Hannemann – Chilmark | abs |
| 6. Brad Crowell – Dennis | abs |
| 7. Fred Fenlon – Eastham | yes |
| 8. Ronald Zweig – Falmouth | abs |
| 9. Valerie Bell – Harwich | yes |
| 10. Richard Toole – Oak Bluffs | yes |
| 11. Tom Donegan - Provincetown | yes |
| 12. Jarrod Cabral – Truro | abs |
| 13. Richard Elkin – Wellfleet | yes |
| 14. Sue Hruby – West Tisbury | yes |
| 15. Joyce Flynn – Yarmouth | yes |



Motion carried in the affirmative (10-0-5)

ORGANIZATIONAL ITEMS FOR DISCUSSION AND POTENTIAL VOTE. JULY 2017 – JANUARY 2018 TERM

ELECTION OF TREASURER

Robert Schofield submitted a motion to vote to elect of Tammy Glivinski of Glivinski & Associates as the Treasurer for the Cape Light Compact JPE to serve until the first CLC JPE Board meeting in 2018. Seconded by Peter Cocolis and voted by roll call as follows:

- | | |
|--------------------------------|-----|
| 1. David Anthony – Barnstable | yes |
| 2. Robert Schofield - Bourne | yes |
| 3. Colin Odell – Brewster | yes |
| 4. Peter Cocolis – Chatham | yes |
| 5. Robert Hannemann – Chilmark | yes |
| 6. Brad Crowell – Dennis | yes |
| 7. Fred Fenlon – Eastham | yes |
| 8. Ronald Zweig – Falmouth | yes |
| 9. Valerie Bell – Harwich | yes |
| 10. Richard Toole – Oak Bluffs | yes |
| 11. Tom Donegan - Provincetown | yes |
| 12. Jarrod Cabral – Truro | yes |
| 13. Richard Elkin – Wellfleet | yes |

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14. Sue Hruby – West Tisbury yes
15. Joyce Flynn – Yarmouth yes

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

ELECTION OF BUSINESS OFFICER

Peter Cocolis submitted a motion to elect Joanne Nelson as the Business Officer for the Cape Light Compact JPE to serve until the first CLC JPE Board meeting in 2018. Seconded by Robert Schofield and voted by roll call as follows:

1. David Anthony – Barnstable yes
2. Robert Schofield - Bourne
yes
3. Colin Odell – Brewster yes
4. Peter Cocolis – Chatham yes
5. Robert Hannemann – Chilmark yes
6. Brad Crowell – Dennis yes
7. Fred Fenlon – Eastham yes
8. Ronald Zweig – Falmouth yes
9. Valerie Bell – Harwich yes
10. Richard Toole – Oak Bluffs yes
11. Tom Donegan - Provincetown yes
12. Jarrod Cabral – Truro yes
13. Richard Elkin – Wellfleet yes
14. Sue Hruby – West Tisbury yes
15. Joyce Flynn – Yarmouth yes

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

ELECTION OF CHAIR

Peter Cocolis nominated Joyce Flynn to the position of Chair of the Cape Light Compact JPE until the first CLC JPE Board Meeting in 2018. Seconded by Sue Hruby and voted by roll call as follows:

1. David Anthony – Barnstable yes
2. R. Schofield - Bourne yes
3. Colin Odell – Brewster yes
4. Peter Cocolis – Chatham yes
5. Robert Hannemann – Chilmark yes
6. Brad Crowell – Dennis yes
7. Fred Fenlon – Eastham yes
8. Ronald Zweig – Falmouth yes
9. Valerie Bell – Harwich yes
10. Richard Toole – Oak Bluffs yes
11. Tom Donegan - Provincetown yes
12. Jarrod Cabral – Truro yes

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- | | |
|-------------------------------|-----|
| 13. Richard Elkin – Wellfleet | yes |
| 14. Sue Hruby – West Tisbury | yes |
| 15. Joyce Flynn – Yarmouth | yes |

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

ELECTION OF VICE-CHAIR

Robert Schofield nominated Ronald Zweig to the position of Vice-Chair of the Cape Light Compact JPE until the first CLC JPE Board Meeting in 2018. Seconded by David Anthony and voted by roll call as follows:

- | | |
|--------------------------------|-----|
| 1. David Anthony – Barnstable | yes |
| 2. Robert Schofield - Bourne | yes |
| 3. Colin Odell – Brewster | yes |
| 4. Peter Cocolis – Chatham | yes |
| 5. Robert Hannemann – Chilmark | yes |
| 6. Brad Crowell – Dennis | yes |
| 7. Fred Fenlon – Eastham | yes |
| 8. Ronald Zweig – Falmouth | yes |
| 9. Valerie Bell – Harwich | yes |
| 10. Richard Toole – Oak Bluffs | yes |
| 11. Tom Donegan - Provincetown | yes |
| 12. Jarrod Cabral – Truro | yes |
| 13. Richard Elkin – Wellfleet | yes |
| 14. Sue Hruby – West Tisbury | yes |
| 15. Joyce Flynn – Yarmouth | yes |

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

ELECTION OF SECRETARY

Martin Culik nominated David Anthony to the position of Secretary of the Cape Light Compact JPE until the first CLC JPE Board Meeting in 2018. Seconded by Peter Cocolis and voted by roll call as follows:

- | | |
|--------------------------------|-----|
| 1. David Anthony – Barnstable | yes |
| 2. Robert Schofield - Bourne | yes |
| 3. Colin Odell – Brewster | yes |
| 4. Peter Cocolis – Chatham | yes |
| 5. Robert Hannemann – Chilmark | yes |
| 6. Brad Crowell – Dennis | yes |
| 7. Fred Fenlon – Eastham | yes |
| 8. Ronald Zweig – Falmouth | yes |
| 9. Valerie Bell – Harwich | yes |
| 10. Richard Toole – Oak Bluffs | yes |
| 11. Tom Donegan - Provincetown | yes |
| 12. Jarrod Cabral – Truro | yes |

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13. Richard Elkin – Wellfleet yes
14. Sue Hruby – West Tisbury yes
15. Joyce Flynn – Yarmouth yes

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

POTENTIAL VOTE FOR FORMATION OF EXECUTIVE COMMITTEE AND COMMITTEE MEMBERS

Colin Odell motioned for the formation of a 7 (seven) member Executive Committee of the Cape Light Compact JPE to serve until the first CLC JPE Board meeting in 2018, to be comprised of the Chair, Vice-Chair, Secretary, and four additional municipal members, and that at least one of the 7 members be from a Dukes County municipality. Seconded by Robert Schofield and voted by roll call as follows:

1. David Anthony – Barnstable yes
2. Robert Schofield - Bourne yes
3. Colin Odell – Brewster yes
4. Peter Cocolis – Chatham yes
5. Robert Hannemann – Chilmark yes
6. Brad Crowell – Dennis yes
7. Fred Fenlon – Eastham yes
8. Ronald Zweig – Falmouth yes
9. Valerie Bell – Harwich yes
10. Richard Toole – Oak Bluffs yes
11. Tom Donegan - Provincetown yes
12. Jarrod Cabral – Truro yes
13. Richard Elkin – Wellfleet yes
14. Sue Hruby – West Tisbury yes
15. Joyce Flynn – Yarmouth yes

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

Valerie Bell nominated Peter Cocolis to the Executive Committee to serve until the first CLC JPE Board meeting in 2018. Seconded by Robert Schofield and voted by roll call as follows:

1. David Anthony – Barnstable yes
2. Robert Schofield - Bourne yes
3. Colin Odell – Brewster yes
4. Peter Cocolis – Chatham yes
5. Robert Hannemann – Chilmark yes
6. Brad Crowell – Dennis yes
7. Fred Fenlon – Eastham yes
8. Ronald Zweig – Falmouth yes
9. Valerie Bell – Harwich yes
10. Richard Toole – Oak Bluffs yes
11. Tom Donegan - Provincetown yes

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12. Jarrod Cabral – Truro yes
13. Richard Elkin – Wellfleet yes
14. Sue Hruby – West Tisbury yes
15. Joyce Flynn – Yarmouth yes

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

Robert Schofield nominated Richard Toole to the Executive Committee to serve until the first CLC JPE Board meeting in 2018. Seconded by Sue Hruby and voted by roll call as follows:

1. David Anthony – Barnstable yes
2. Robert Schofield - Bourne yes
3. Colin Odell – Brewster yes
4. Peter Cocolis – Chatham yes
5. Robert Hannemann – Chilmark yes
6. Brad Crowell – Dennis yes
7. Fred Fenlon – Eastham yes
8. Ronald Zweig – Falmouth yes
9. Valerie Bell – Harwich yes
10. Richard Toole – Oak Bluffs yes
11. Tom Donegan - Provincetown yes
12. Jarrod Cabral – Truro yes
13. Richard Elkin – Wellfleet yes
14. Sue Hruby – West Tisbury yes
15. Joyce Flynn – Yarmouth yes

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

Sue Hruby nominated Tom Donegan to the Executive Committee to serve until the first CLC JPE Board meeting in 2018. Seconded by Ronald Zweig and voted by roll call as follows:

1. David Anthony – Barnstable yes
2. Robert Schofield - Bourne yes
3. Colin Odell – Brewster yes
4. Peter Cocolis – Chatham yes
5. Robert Hannemann – Chilmark yes
6. Brad Crowell – Dennis yes
7. Fred Fenlon – Eastham yes
8. Ronald Zweig – Falmouth yes
9. Valerie Bell – Harwich yes
10. Richard Toole – Oak Bluffs yes
11. Tom Donegan - Provincetown yes
12. Jarrod Cabral – Truro yes
13. Richard Elkin – Wellfleet yes
14. Sue Hruby – West Tisbury yes

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15. Joyce Flynn – Yarmouth yes

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

Peter Cocolis nominated Robert Schofield to the Executive Committee to serve until the first CLC JPE Board meeting in 2018. Seconded by Sue Hruby and voted by roll call as follows:

1. David Anthony – Barnstable	yes
2. Robert Schofield - Bourne	yes
3. Colin Odell – Brewster	yes
4. Peter Cocolis – Chatham	yes
5. Robert Hannemann – Chilmark	yes
6. Brad Crowell – Dennis	yes
7. Fred Fenlon – Eastham	yes
8. Ronald Zweig – Falmouth	yes
9. Valerie Bell – Harwich	yes
10. Richard Toole – Oak Bluffs	yes
11. Tom Donegan - Provincetown	yes
12. Jarrod Cabral – Truro	yes
13. Richard Elkin – Wellfleet	yes
14. Sue Hruby – West Tisbury	yes
15. Joyce Flynn – Yarmouth	yes

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

POTENTIAL VOTE TO RATIFY AMOUNT OF TREASURER'S BOND

Joanne Nelson explained that the decision by the CLCJPE Administrator to set the Bond at \$250,000 was based on the Massachusetts Department of Revenue recommended bond schedule. Tammy Glivinski, CLCJPE Treasurer, is bonded and insured. The Board voted in a previous meeting to have the CLCJPE establish the amount of the Treasurer's bond. This vote is meant as a ratification of the Administrator's actions.

The Board directed the Administrator, Maggie Downey, to review the bond amount and to work with Peter Cocolis, Chatham Board member, on this issue and report back to the Board at a later meeting.

Robert Schofield moved that the Board of Directors vote to ratify the action of the CLCJPE Administrator to set the amount of the Treasurer's Bond at \$250,000, and that the JPE 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 Richard Elkin and voted by roll call as follows:

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- | | |
|--------------------------------|-----|
| 1. David Anthony – Barnstable | yes |
| 2. Robert Schofield - Bourne | yes |
| 3. Colin Odell – Brewster | yes |
| 4. Peter Cocolis – Chatham | yes |
| 5. Robert Hannemann – Chilmark | yes |
| 6. Brad Crowell – Dennis | yes |
| 7. Fred Fenlon – Eastham | yes |
| 8. Ronald Zweig – Falmouth | yes |
| 9. Valerie Bell – Harwich | yes |
| 10. Richard Toole – Oak Bluffs | yes |
| 11. Tom Donegan - Provincetown | yes |
| 12. Jarrod Cabral – Truro | yes |
| 13. Richard Elkin – Wellfleet | yes |
| 14. Sue Hruby – West Tisbury | yes |
| 15. Joyce Flynn – Yarmouth | yes |

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

BRAD CROWELL LEFT AT 3:32 PM.

DISCUSSION AND POTENTIAL VOTE ON CLC JPE POLICIES AND PROCEDURES MANUAL

Maggie Downey explained that she and several Board members reviewed the Draft CLC JPE Policies and Procedures Manual and consulted with outside labor counsel to review the Draft Policies and Procedures Manual and the individual policies that are exhibits to the Draft Policies and Procedures Manual.

Richard Elkin expressed concerns over the currently written CORI policy, stating he did not believe it was thorough enough and provided suggestions for edits. Richard handed out suggested edits to the proposed CORI policy that would amend the policy into a more comprehensive Background Check Policy. It was suggested by Robert Schofield that the Board consider the policies individually before voting on the Draft CLC JPE Policies and Procedures Manual and first consider the CORI Policy in order to discuss Richard Elkin's concerns.

VOTE ON CORI POLICY

Responding to Richard Elkin's proposed amendments, Maggie Downey explained that these policies were written in accordance with state law, and strongly encouraged the Board to not modify them. She instead suggested that if the Board felt inclined to take up a vote on a separate background check policy at a later date, they could do so. Maggie noted that she and Peter Cocolis will add this subject to their discussion on bond amounts.

Robert Schofield moved the Board of Directors vote to adopt the Cape Light Compact JPE CORI Policy, and that the JPE 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 Colin Odell and voted by roll call as follows:

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1. David Anthony – Barnstable yes
2. Robert Schofield - Bourne yes
3. Colin Odell – Brewster yes
4. Peter Cocolis – Chatham yes
5. Robert Hannemann – Chilmark yes
6. Fred Fenlon – Eastham yes
7. Ronald Zweig – Falmouth yes
8. Valerie Bell – Harwich yes
9. Richard Toole – Oak Bluffs yes
10. Tom Donegan - Provincetown yes
11. Jarrod Cabral – Truro yes
12. Richard Elkin – Wellfleet yes
13. Sue Hruby – West Tisbury yes
14. Joyce Flynn – Yarmouth abs

Motion carried in the affirmative (13-0-1)

JARROD CABRAL LEFT AT 3:49 PM

VOTE ON CAPE LIGHT COMPACT JPE SEXUAL HARASSMENT POLICY

Peter Cocolis moved that the Board of Directors vote to adopt the Cape Light Compact JPE Sexual Harassment Policy, and that the CLC JPE 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 Valerie Bell and voted by roll call as follows:

1. David Anthony – Barnstable yes
2. Robert Schofield - Bourne yes
3. Colin Odell – Brewster yes
4. Peter Cocolis – Chatham yes
5. Robert Hannemann – Chilmark yes
6. Fred Fenlon – Eastham yes
7. Ronald Zweig – Falmouth yes
8. Valerie Bell – Harwich yes
9. Richard Toole – Oak Bluffs yes
10. Tom Donegan - Provincetown yes
11. Richard Elkin – Wellfleet yes
12. Sue Hruby – West Tisbury yes
13. Joyce Flynn – Yarmouth yes

Motion carried in the affirmative (13-0-0)

VOTE ON CAPE LIGHT COMPACT JPE HARASSMENT OF PROTECTED INDIVIDUALS IN PROTECTED CLASSES: POLICIES AND PROCEDURES

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Peter Cocolis moved that the Board of Directors vote to adopt the Cape Light Compact JPE Harassment of Individuals in Protected Classes: Policies and Procedures, and that the CLC JPE 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 Robert Schofield and voted by roll call as follows:

- | | |
|--------------------------------|-----|
| 1. David Anthony – Barnstable | yes |
| 2. Robert Schofield - Bourne | yes |
| 3. Colin Odell – Brewster | yes |
| 4. Peter Cocolis – Chatham | yes |
| 5. Robert Hannemann – Chilmark | yes |
| 6. Fred Fenlon – Eastham | yes |
| 7. Ronald Zweig – Falmouth | yes |
| 8. Valerie Bell – Harwich | yes |
| 9. Richard Toole – Oak Bluffs | yes |
| 10. Tom Donegan - Provincetown | yes |
| 11. Richard Elkin – Wellfleet | yes |
| 12. Sue Hruby – West Tisbury | yes |
| 13. Joyce Flynn – Yarmouth | yes |

Motion carried in the affirmative (13-0-0)

VOTE ON CAPE LIGHT COMPACT JPE AMERICANS WITH DISABILITIES ACT POLICY

Peter Cocolis moved that the Board of Directors vote to adopt the Cape Light Compact JPE Americans With Disabilities Act Policy, and that the CLC JPE 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 Colin Odell and voted by roll call as follows:

- | | |
|--------------------------------|-----|
| 1. David Anthony – Barnstable | yes |
| 2. Robert Schofield - Bourne | yes |
| 3. Colin Odell – Brewster | yes |
| 4. Peter Cocolis – Chatham | yes |
| 5. Robert Hannemann – Chilmark | yes |
| 6. Fred Fenlon – Eastham | yes |
| 7. Ronald Zweig – Falmouth | yes |
| 8. Valerie Bell – Harwich | yes |
| 9. Richard Toole – Oak Bluffs | yes |
| 10. Tom Donegan - Provincetown | yes |
| 11. Richard Elkin – Wellfleet | yes |
| 12. Sue Hruby – West Tisbury | yes |
| 13. Joyce Flynn – Yarmouth | yes |

Motion carried in the affirmative (13-0-0)

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

Cape Light Compact
Governing Board and Executive Committee
Open Session Meeting Minutes
Wednesday, August 2, 2017

The Cape Light Compact Governing Board and Executive Committee met on Wednesday, August 2, 2017 in the Innovation Room, Open Cape Building, Barnstable County Complex, 3195 Main Street, Barnstable, MA 02630 at 1:51PM.

PRESENT WERE:

1. Joyce Flynn, Chair, Yarmouth
2. Robert Schofield, Vice-Chair, Bourne
3. Peter Cocolis, Treasurer, Chatham
4. David Anthony, Barnstable
5. Colin Odell, Brewster
6. Brad Crowell, Dennis
7. Fred Fenlon, Eastham
8. Paul Pimentel, Edgartown – by phone
9. Ronald Zweig, Falmouth
10. Valerie Bell, Harwich
11. Richard Toole, Executive Committee Member at Large, Oak Bluffs – by phone
12. Thomas Donegan, Provincetown
13. Richard Elkin - Wellfleet
14. Sue Hruby, West Tisbury
15. Jarrod Cabral, Truro
16. Robert Hannemann, Duke's County
17. Martin Culik, Orleans

ABSENT WERE:

18. Michael Hebert, Aquinnah
19. George Dunham - Sandwich
20. Tim Carroll, Chilmark
21. Wayne Taylor, Mashpee
22. Leo Cakounes, Barnstable County
23. John Grande – Tisbury

Members/Alternates

physically present: 15

Members present by phone: 2

LEGAL COUNSEL

Audrey Eidelman, Esq., BCK Law, P.C.

STAFF PRESENT

Maggie Downey, Administrator
Joanne Nelson, Comptroller
Austin Brandt, Senior Power Supply Planner
Phil Moffitt, Residential Program Manager
Lindsay Henderson, Analyst and Marketing
Margaret Song, Commercial and Industrial Program Manager
Briana Kane, Planning and Evaluation Manager
Jacob Wright, Special Projects Coordinator

PUBLIC PRESENT

There were no members of the public present.

CHAIRMAN'S REPORT

1. POTENTIAL VOTE TO HAVE THE JOINT POWERS AGREEMENT SUPERSEDE THE INTER-GOVERNMENTAL AGREEMENT

Audrey Eidelman answered multiple questions regarding the vote to have the Joint Powers Agreement supersede the Inter-Governmental Agreement. Audrey Eidelman explained that the vote was consistent with and for the purposes of carrying out the transition contemplated by the Joint Powers Agreement and the Transition Plan that was approved by the Compact and the Cape Light Compact JPE governing boards. Audrey Eidelman noted that the Compact was fully operational as the Cape Light Compact JPE effective as of July 1, 2017 as per the Transition Plan, which was adopted in accordance with the Joint Powers Agreement. All relevant governmental agencies (the Department of Public Utilities, the Office of the Attorney General, the Office of the Inspector General and the Department of Energy Resources) were informed that the Compact would be fully operational as the Cape Light Compact JPE on July 1, 2017 if all of the Compact's municipal members voted to join the Cape Light Compact JPE as of July 1, 2017. Audrey Eidelman also noted that the Compact's counsel informed the Department of Public Utilities (DPU) after July 1, 2017, that the Compact would be appearing before the DPU as the Cape Light Compact JPE on a going forward basis and the Department thanked the Compact for the update. Audrey Eidelman went on to explain that the Joint Powers Agreement will supersede the Intergovernmental Agreement, and that there is no corporate dissolution of the Compact. The Compact is simply reorganizing as a joint powers entity under Massachusetts General Laws. Section 2 of the Transition Plan explains this process.

Colin Odell questioned why the Compact was not dissolving under the Inter-Governmental Agreement and expressed concern that liability to the towns under the Inter-Governmental Agreement may still exist. Audrey Eidelman explained that the vote to be taken by the Compact board would confirm that the Inter-Governmental Agreement is superseded by the Joint Powers Agreement and therefore the Compact will operate in accordance with the Joint Powers Agreement and the limited liability thereunder, as contemplated by the Transition Plan, which was adopted in accordance with the transition provision of the Joint Powers Agreement.

Robert Schofield moved, Consistent with Article 2 of the April 12, 2017 Transition, Asset Transfer and Succession Plan, I move the Board vote that the Cape Light Compact Intergovernmental Agreement as amended to date is superseded and replaced by the Joint Powers Agreement of the Cape Light Compact JPE, and that the CLCJPE 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 Martin Culik and voted by roll call as follows:

- | | | | |
|--------------------------------|-----|-----------------------------------|-----|
| 1. David Anthony – Barnstable | yes | 10. Valerie Bell – Harwich | yes |
| 2. Robert Schofield – Bourne | yes | 11. Richard Toole – Oak Bluffs | yes |
| 3. Colin Odell – Brewster | yes | 12. Martin Culik – Orleans | yes |
| 4. Peter Cocolis – Chatham | yes | 13. Thomas Donegan – Provincetown | yes |
| 5. Brad Crowell – Dennis | yes | 14. Jarrod Cabral – Truro | yes |
| 6. Robert Hannemann – Chilmark | yes | 15. Richard Elkin – Wellfleet | yes |
| 7. Fred Fenlon – Eastham | yes | 16. Sue Hruby – West Tisbury | yes |
| 8. Paul Pimentel – Edgartown | yes | 17. Joyce Flynn – Yarmouth | yes |
| 9. Ronald Zweig – Falmouth | yes | | |

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

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

Meeting adjourned at 2:29PM.

Respectfully submitted,

Jacob Wright

LIST OF DOCUMENTS AND EXHIBITS:

- Meeting Notice / Agenda
- June 14, 2017 Meeting Minutes
- Contract Approval Report

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

Cape Light Compact
Governing Board and Executive Committee
Open Session Meeting Minutes
Wednesday, August 2, 2017

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PRESENT WERE:

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3. Peter Cocolis, Treasurer, Chatham
4. David Anthony, Barnstable
5. Colin Odell, Brewster
6. Brad Crowell, Dennis
7. Fred Fenlon, Eastham
8. Paul Pimentel, Edgartown – by phone
9. Ronald Zweig, Falmouth
10. Valerie Bell, Harwich
11. Richard Toole, Executive Committee Member at Large, Oak Bluffs – by phone
12. Thomas Donegan, Provincetown
13. Richard Elkin - Wellfleet
14. Sue Hruby, West Tisbury
15. Jarrod Cabral, Truro
16. Robert Hannemann, Duke's County
17. Martin Culik, Orleans

ABSENT WERE:

18. Michael Hebert, Aquinnah
19. George Dunham - Sandwich
20. Tim Carroll, Chilmark
21. Wayne Taylor, Mashpee
22. Leo Cakounes, Barnstable County
23. John Grande – Tisbury

Members/Alternates

physically present: 15

Members present by phone: 2

LEGAL COUNSEL

Audrey Eidelman, Esq., BCK Law, P.C.

STAFF PRESENT

Maggie Downey, Administrator
Joanne Nelson, Comptroller
Austin Brandt, Senior Power Supply Planner
Phil Moffitt, Residential Program Manager
Lindsay Henderson, Analyst and Marketing
Margaret Song, Commercial and Industrial Program Manager
Briana Kane, Planning and Evaluation Manager
Jacob Wright, Special Projects Coordinator

PUBLIC PRESENT

There were no members of the public present.

PUBLIC COMMENT

There were no members of the public present.

APPROVAL OF MINUTES

The Board considered the June 14, 2017 Meeting Minutes. *Robert Schofield moved the board to accept the amended minutes, seconded by Colin Odell and voted by roll call as follows:*

- | | | | |
|--------------------------------|-----|-----------------------------------|-----|
| 1. David Anthony – Barnstable | yes | 10. Valerie Bell – Harwich | yes |
| 2. Robert Schofield – Bourne | yes | 11. Richard Toole – Oak Bluffs | yes |
| 3. Colin Odell – Brewster | yes | 12. Martin Culik – Orleans | abs |
| 4. Peter Cocolis – Chatham | yes | 13. Thomas Donegan – Provincetown | yes |
| 5. Brad Crowell – Dennis | yes | 14. Jarrod Cabral – Truro | abs |
| 6. Robert Hannemann – Chilmark | abs | 15. Richard Elkin – Wellfleet | yes |
| 7. Fred Fenlon – Eastham | yes | 16. Sue Hruby – West Tisbury | yes |
| 8. Paul Pimentel – Edgartown | yes | 17. Joyce Flynn – Yarmouth | yes |
| 9. Ronald Zweig – Falmouth | abs | | |

Motion carried in the affirmative (13-0-4).

TREASURER'S REPORT

Peter reviewed the contracts that have been approved since the June 14, 2017 meeting for the board.

Robert Schofield moved the board vote to ratify the actions of the Compact Treasurer relative to Compact contracts from June 15, 2017 through August 2, 2017. 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. Colin Odell seconded and the board voted by roll call as follows:

- | | | | |
|--------------------------------|-----|-----------------------------------|-----|
| 1. David Anthony – Barnstable | yes | 10. Valerie Bell – Harwich | yes |
| 2. Robert Schofield – Bourne | yes | 11. Richard Toole – Oak Bluffs | yes |
| 3. Colin Odell – Brewster | yes | 12. Martin Culik – Orleans | yes |
| 4. Peter Cocolis – Chatham | yes | 13. Thomas Donegan – Provincetown | yes |
| 5. Brad Crowell – Dennis | yes | 14. Jarrod Cabral – Truro | yes |
| 6. Robert Hannemann – Chilmark | yes | 15. Richard Elkin – Wellfleet | yes |
| 7. Fred Fenlon – Eastham | yes | 16. Sue Hruby – West Tisbury | yes |
| 8. Paul Pimentel – Edgartown | yes | 17. Joyce Flynn – Yarmouth | yes |
| 9. Ronald Zweig – Falmouth | yes | | |

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

CHAIRMAN'S REPORT

1. POTENTIAL VOTE TO HAVE THE JOINT POWERS AGREEMENT SUPERSEDE THE INTER-GOVERNMENTAL AGREEMENT

Audrey Eidelman answered multiple questions regarding the vote to have the Joint Powers Agreement supersede the Inter-Governmental Agreement. Audrey Eidelman explained that the vote was consistent with and for the purposes of carrying out the transition contemplated by the Joint Powers Agreement and the Transition Plan that was approved by the Compact and the Cape Light Compact JPE governing boards. Audrey Eidelman noted that the Compact was fully operational as the Cape Light Compact JPE effective as of July 1, 2017 as per the Transition Plan, which was adopted in accordance with the Joint Powers Agreement. All relevant governmental agencies (the Department of Public Utilities, the Office of the Attorney General, the Office of the Inspector General and the Department of Energy Resources) were informed that the Compact would be fully operational as the Cape Light Compact JPE on July 1, 2017 if all of the Compact's municipal members voted to join the Cape Light Compact JPE as of July 1, 2017. Audrey Eidelman also noted that the Compact's counsel informed the Department of Public Utilities (DPU) after July 1, 2017, that the Compact would be appearing before the DPU as the Cape Light Compact JPE on a going forward basis and the Department thanked the Compact for the update. Audrey Eidelman went on to explain that the Joint Powers Agreement will supersede the Intergovernmental Agreement, and that there is no corporate dissolution of the Compact. The Compact is simply reorganizing as a joint powers entity under Massachusetts General Laws. Section 2 of the Transition Plan explains this process.

Colin Odell questioned why the Compact was not dissolving under the Inter-Governmental Agreement and expressed concern that liability to the towns under the Inter-Governmental Agreement may still exist. Audrey Eidelman explained that the vote to be taken by the Compact board would confirm that the Inter-Governmental Agreement is superseded by the Joint Powers Agreement and therefore the Compact will operate in accordance with the Joint Powers Agreement and the limited liability thereunder, as contemplated by the Transition Plan, which was adopted in accordance with the transition provision of the Joint Powers Agreement.

Robert Schofield moved, Consistent with Article 2 of the April 12, 2017 Transition, Asset Transfer and Succession Plan, I move the Board vote that the Cape Light Compact Intergovernmental Agreement as amended to date is superseded and replaced by the Joint Powers Agreement of the Cape Light Compact JPE, and that the CLCJPE 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 Martin Culik and voted by roll call as follows:

- | | | | |
|--------------------------------|-----|-----------------------------------|-----|
| 1. David Anthony – Barnstable | yes | 10. Valerie Bell – Harwich | yes |
| 2. Robert Schofield – Bourne | yes | 11. Richard Toole – Oak Bluffs | yes |
| 3. Colin Odell – Brewster | yes | 12. Martin Culik – Orleans | yes |
| 4. Peter Cocolis – Chatham | yes | 13. Thomas Donegan – Provincetown | yes |
| 5. Brad Crowell – Dennis | yes | 14. Jarrod Cabral – Truro | yes |
| 6. Robert Hannemann – Chilmark | yes | 15. Richard Elkin – Wellfleet | yes |
| 7. Fred Fenlon – Eastham | yes | 16. Sue Hruby – West Tisbury | yes |
| 8. Paul Pimentel – Edgartown | yes | 17. Joyce Flynn – Yarmouth | yes |
| 9. Ronald Zweig – Falmouth | yes | | |

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

Meeting adjourned at 2:29PM.

Respectfully submitted,

Jacob Wright

LIST OF DOCUMENTS AND EXHIBITS:

- Meeting Notice / Agenda
- June 14, 2017 Meeting Minutes
- Contract Approval Report

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

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

PRESENT WERE:

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

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

ABSENT WERE:

23. Michael Hebert, Aquinnah
24. Tisbury - Vacant

Members/Alternates physically present:
22

Members present by phone: 2

LEGAL COUNSEL

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

STAFF PRESENT

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

Chr. Flynn opened the meeting at 1:38 PM and recognized Sue Hruby and Tim Carroll who were participating by phone due to geographic distance. Chr. Flynn introduced Christine Mason from Wellfleet, Rob Hannemann from Duke's County, and Colin Odell from Brewster. Jeff Bernstein introduced his associate, Katy Terrell.

2017 EXECUTIVE COMMITTEE NOMINATIONS AND VOTE

Maggie Downey reviewed the slate of candidates nominated to serve on the Cape Light Compact Governing Board Executive Committee on the December 7, 2016 Governing Board meeting.

Richard Elkin nominated Joyce Flynn for the position of Chairman at the December 7, 2016, meeting. With no other nominations, Richard Elkin moved to vote for the position of Chairman, seconded by Bob Schofield and voted by roll call as follows:

- | | | | |
|------------------------------------|-----|-----------------------------------|-----|
| 1. David Anthony – Barnstable | yes | 14. Thomas Donegan – Provincetown | yes |
| 2. Robert Schofield - Bourne | yes | 15. Joshua Peters – Sandwich | yes |
| 3. Colin Odell – Brewster | yes | 16. Joseph Buteau – Truro | yes |
| 4. Peter Cocolis – Chatham | yes | 17. Richard Elkin – Wellfleet | yes |
| 5. Tim Carroll – Chilmark | yes | 18. Sue Hruby – West Tisbury | yes |
| 6. Brad Crowell – Dennis | yes | 19. Joyce Flynn – Yarmouth | yes |
| 7. Robert Hannemann – Dukes County | yes | | |
| 8. Fred Fenlon - Eastham | yes | | |
| 9. Paul Pimentel – Edgartown | yes | | |
| 10. Ronald Zweig – Falmouth | yes | | |
| 11. Valerie Bell – Harwich | yes | | |
| 12. Richard Toole – Oak Bluffs | yes | | |
| 13. Martin Culik – Orleans | yes | | |

Motion carried in the affirmative (19-0-0)

Peter Cocolis nominated Bob Schofield for the position of Vice Chairman at the December 7, 2016, meeting. With no other nominations, Peter Cocolis moved to vote for the position of Chairman, seconded by Ronald Zweig and voted by roll call as follows:

- | | | | |
|------------------------------------|-----|-----------------------------------|-----|
| 1. David Anthony – Barnstable | yes | 14. Thomas Donegan – Provincetown | yes |
| 2. Robert Schofield - Bourne | yes | 15. Joshua Peters – Sandwich | yes |
| 3. Colin Odell – Brewster | yes | 16. Joseph Buteau – Truro | yes |
| 4. Peter Cocolis – Chatham | yes | 17. Richard Elkin – Wellfleet | yes |
| 5. Tim Carroll – Chilmark | yes | 18. Sue Hruby – West Tisbury | yes |
| 6. Brad Crowell – Dennis | yes | 19. Joyce Flynn – Yarmouth | yes |
| 7. Robert Hannemann – Dukes County | yes | | |
| 8. Fred Fenlon - Eastham | yes | | |
| 9. Paul Pimentel – Edgartown | yes | | |
| 10. Ronald Zweig – Falmouth | yes | | |

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Sue Hruby nominated Richard Toole for the position of Member-at-Large at the December 7, 2016, meeting. With no other nominations, Bob Schofield moved to vote for the position of Member-at-Large, seconded by Peter Cocolis and voted by roll call as follows:

1. D. Anthony – Barnstable	yes	14. Thomas Donegan – Provincetown	yes
2. R. Schofield - Bourne	yes	15. Joshua Peters – Sandwich	yes
3. Colin Odell – Brewster	yes	16. Joseph Buteau – Truro	yes
4. Peter Cocolis – Chatham	yes	17. Richard Elkin – Wellfleet	yes
5. Tim Carroll – Chilmark	yes	18. Sue Hruby – West Tisbury	yes
6. Brad Crowell – Dennis	yes	19. Joyce Flynn – Yarmouth	yes
7. Robert Hannemann – Dukes County	yes		
8. Fred Fenlon - Eastham	yes		
9. Paul Pimentel – Edgartown	yes		
10. Ronald Zweig – Falmouth	yes		
11. Valerie Bell – Harwich	yes		
12. Richard Toole – Oak Bluffs	yes		
13. Martin Culik – Orleans	yes		

Motion carried in the affirmative (19-0-0)

PUBLIC COMMENT

There were no members of the public present.

CONSIDERATION OF MEETING MINUTES

The Board considered the Dec 7, 2016, Meeting Minutes. Chr. Flynn moved the board to accept the amended minutes, seconded by M. Culik and voted by roll call as follows:

1. D. Anthony – Barnstable	yes	14. Thomas Donegan – Provincetown	yes
2. R. Schofield - Bourne	yes	15. Joshua Peters – Sandwich	abs
3. Colin Odell – Brewster	abs	16. Joseph Buteau – Truro	abs
4. Peter Cocolis – Chatham	yes	17. Richard Elkin – Wellfleet	yes
5. Tim Carroll – Chilmark	abs	18. Sue Hruby – West Tisbury	yes
6. Brad Crowell – Dennis	abs	19. Joyce Flynn – Yarmouth	yes
7. Robert Hannemann – Dukes County	abs		
8. Fred Fenlon - Eastham	yes		
9. Paul Pimentel – Edgartown	yes		
10. Ronald Zweig – Falmouth	yes		
11. Valerie Bell – Harwich	yes		
12. Richard Toole – Oak Bluffs	yes		
13. Martin Culik – Orleans	yes		

Motion carried in the affirmative (13-0-6)

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

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

Andrew Gottlieb arrived at 2:12 PM.

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

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

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

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

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existed - would member towns be responsible for liabilities?. Jeff Bernstein replied that under our current agreement, this could certainly happen; but, under a JPA, we could expressly indemnify the members, and the claim would be extinguished. David Anthony asked how we would be able to secure liabilities to this risk of the potential extinguishing of claims were the Compact to go under. Jeff Bernstein replied by saying that the funds we receive would backstop these liabilities.

Jeff Bernstein referenced his transition slides noting that the transfer of operations would allow a newly formed Joint Powers Entity to serve as the Compact's administrative arm. The Entity would allow for an orderly transition of employees from Barnstable County to the Joint Powers Entity. After this was accomplished, other Compact members could join the Entity. The agreement could provide a trigger that once a majority of Compact members join the Entity, it could achieve operational status. Richard Elkin asked for clarification in terms of what entity the employees would fall under, and Jeff Bernstein replied that the employees would fall under the Joint Powers Entity. Maggie Downey stated that this addresses the issue that some member towns have had about becoming the fiscal agent, in terms of taking on employees.. Richard Elkin stated that the entity would need a human resources person, and Maggie Downey said that the Board could contract for this service..

Fred Fenlon asked, if the Compact entity is created by a new JPA, how long does it take before the entity becomes operational? Jeff Bernstein replied by saying that the Board could decide how that worked, whether it was a simply majority of members, a timeline, or a different threshold.

County Commissioner Leo Cakounes arrived at 2:39 PM.

It was noted that John Giorgio, Esq., Town Counsel for eight of the towns on the Cape and the Town of Tisbury, agrees that the Joint Powers Agreement is the best step for the towns going forward in reference to the Compact. Discussions also will be taking place with Ron Rappaport, Esq., Town Counsel for the other five Vineyard towns. Jeff Bernstein stated that it will be a matter of when the Board decides to send the memo out to town counsels for the other towns not represented by Messrs. Giorgio and Rappaport. Martin Culik stated that sooner rather than later seemed wise, to give people an opportunity to get acquainted with the idea.

Jeff Bernstein stated that the name of the Joint Powers Entity also needs to be decided. Tom Donegan stated that the name 'Cape Light Compact, JPE' seemed good. Ron Zweig asked about the cost implication of the transition. Maggie Downey stated that we already pay Barnstable County for services; the Compact will pay its new fiscal agent for services. Tom Donegan stated that Provincetown wanted to operate as a banking entity, and did not want to be responsible for operational or business functions. Peter Cocolis agreed with Tom.

Jeff Bernstein brought up the subject of how future amendments could be made to the Joint Powers Agreement. There was a discussion as to whether or not major substantive amendments should go back to the members. Minor, ministerial amendments could be handled by the Board of Directors. Richard Elkin asked if the vote would have to be unanimous or merely a simple majority and Jeff Bernstein replied that this is something that could be structured into the Agreement depending on what the members wished. One way to do it is that Boards of Selectmen would have to review and vote on major substantive amendments with weighted voting by population. Under this construct, minor changes could be accomplished by a simple majority of the Board of Directors.

Once the Joint Powers Entity is operationally active, guidance from the Department of Public Utilities would need to be sought to find out if the Aggregation Plan would need to be revised.

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

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

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

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

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

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

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Peter Cocolis stated that we should potentially look to get something done in the next two years, prior to the next three-year Energy Efficiency plan to start in 2019; but he expressed doubt it would be doable in time. Brad Crowell stated that urgency should be an asset and used here or else member towns will simply procrastinate.

David Anthony said he didn't understand how operational budgets that pay employees could be transferred to two member entities in a potential Phase I of this Joint Powers Agreement. Jeff Bernstein stated that the entity would only be operating in an administrative capacity. Maggie Downey went on to explain that Compact employees would operate as Joint Powers Entity employees and the members could contract out for services for (or serve as) fiscal agent.

Ron Zweig asked if there's past experience or precedent with an organization transitioning to a Joint Powers Entity. Jeff Bernstein agreed that this is new ground in Massachusetts, although many other states such as California have considerable experience with joint powers entities. Ron asked if there's a downside for members in using the Joint Powers Agreement construct. Jeff Bernstein expressed that he didn't see a downside. Maggie Downey stipulated that the only real downside is that the member towns have an opportunity to leave if they don't like the Compact – which was inevitable anyway when the present agreement expires.

Valerie Bell stated that she believes Phase III should be decided sooner rather than later, to provide a sense of urgency. Tom Donegan stated that he believes this needs to move quickly, in both securing a new space for the Compact and a new fiscal agent.

Tom Donegan left at 3:57 PM.

Maggie Downey asked Valerie if she implied a year in terms of a deadline of December 31st, 2017? Valerie agreed, stating that there's not a lot of difference in terms of services provided for the towns in terms of energy efficiency and ratepayers. Jeff Bernstein stated that the towns will have stronger protections against liability because of the built-in protections that the Joint Powers Agreement provides to the members.

Sue Hruby left the call at 4:02 PM.

Brad stated that there may be a need for additional pressure on certain towns in order for them to get on board. Maggie Downey said that December 31, 2017 would be sufficient time to get the next three year plan ready in terms of planning for members' potential departures.

David Anthony asked what the procedure could be going forward, to avoid debating and rehashing the same arguments among a board of this size. Maggie Downey stated that she believes a document will be ready for review, following review by all town counsels at the February meeting. Richard Elkin asked when it would be appropriate to visit the Selectmen. Jeff Bernstein stated that the towns will hear from their attorneys regarding the JPA soon thereafter, along with much simpler Powerpoints, to assist in dealing with this.

County Commissioner Leo Cakounes stated that he feels concerned about appointed representatives voting on major amendments without direct input from the Selectmen. Jeff Bernstein stated, for clarification purposes, that he was referring to major amendments, and County Commissioner Leo Cakounes agreed, stating he trusted legal counsel's reasoning. He indicated that minor, ministerial amendments should indeed be acted upon by the board, with larger amendments being brought to the boards of selectmen for their input.

County Commissioner Leo Cakounes left at 4:14 PM.

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

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

Richard Toole left at 4:31 PM.

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

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

Brad Crowell left at 4:40 PM.

EXECUTIVE SESSION

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

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

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

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

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- | | |
|------------------------------|-----|
| 6. Fred Fenlon - Eastham | yes |
| 7. Ronald Zweig – Falmouth | yes |
| 8. Valerie Bell – Harwich | yes |
| 9. Andrew Gottlieb – Mashpee | yes |
| 10. Martin Culik – Orleans | yes |

Motion carried in the affirmative (19-0-0)

Respectfully submitted,
Jacob Wright

LIST OF DOCUMENTS & EXHIBITS

- Meeting Notice/Agenda
- December 7, 2016, Meeting Minutes - Draft
- 8074 CLC Operating Fund Budget dated 12/10/2017
- 2016 CLC Energy Efficiency Fund Projected and Actual Budgets through December 3016
- Power Supply Price Comparison Informational Sheet
- Residential Rebates 2017 Pamphlet
- Demand Response Demonstration Offering Presentation
- Joint Powers Statute and Formation of a Joint Powers Entity Powerpoint Presentation



Fall Into Savings

Limited Time Offer! Cape Light Compact is removing the cap of \$4,000 for insulation recommended through a home energy assessment.

When:

- Promotion begins on 9/23/17 and will end on 12/31/17

How to Participate:

- Call 1-800-797-6699 to schedule a home energy assessment within promotion timeframe. *or*
- Sign an insulation contract with RISE Engineering or a Compact Home Performance Contractor within promotion timeframe.
- Cape Light Compact will cover at least 75% of the cost of recommended insulation measures with no cap.

Eligibility:

- Available to homeowners and renters on Cape Cod or Martha's Vineyard who participate in the Compact's energy assessment.



Need insulation? Prepare for winter by adding more insulation and save on your energy bills!

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IT'S FALL CLEANING TIME:

RECYCLE YOUR DEHUMIDIFIER

IT'S ONLY 3 STEPS:

- 1) Bring in an old, working dehumidifier
- 2) Fill out a rebate form at the event
- 3) Get \$30 in the mail— it's that easy!

UPCOMING TURN-IN EVENTS:

Date: Saturday, Sept. 23, 2017 10a-2p

Location: Living Local Harvest Festival

Martha's Vineyard Agricultural Hall

35 Panhandle Rd.

West Tisbury, Martha's Vineyard

Date: Friday, Oct. 6, 2017 9a-1p

Location: Mid-Cape Home Centers

465 Route 134

South Dennis

For more info, visit:

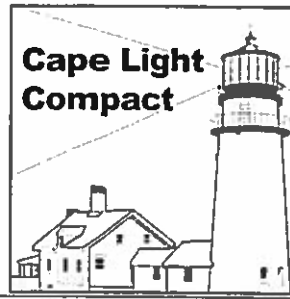
MassSave.com/DehumidifierTurnIn



This offer is open to anyone who can document the purchase of a dehumidifier at Cape Light Compact. You will bring a photo of your dehumidifier to speed up the turn-in rebate process. Eligible dehumidifiers must be in working condition. Limit one dehumidifier per person per event. MassSave rebate for each eligible dehumidifier is \$30. Rebate is paid in the form of a Visa gift card.



**Agenda Action Request
Cape Light Compact JPE
Meeting Date: 9/13/17**



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

Barnstable County Retirement Association

REQUESTED BY: *Maggie Downey*

Proposed Motion(s)

I move the Cape Light Compact Joint Powers Entity (CLCJPE) Governing Board vote to join the Barnstable County Retirement Association and accept the provisions of Massachusetts General Laws Chapter 32, Sections 1-28 inclusive; and that the CLCJPE 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 CLCJPE will be a member of the Barnstable County Retirement Association. All existing retirees shall be transferred to the CLCJPE unit.

Record of Board Action

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

Low-Income Solar Revolving Grant Program

Cape Light Compact is seeking qualified applicants for our Low-Income Solar Revolving Grant Program, which funds equipment and installation cost of solar PV systems on deed-restricted low-to-moderate income housing.

Please visit www.capelightcompact.org/solargrant for more information and to apply

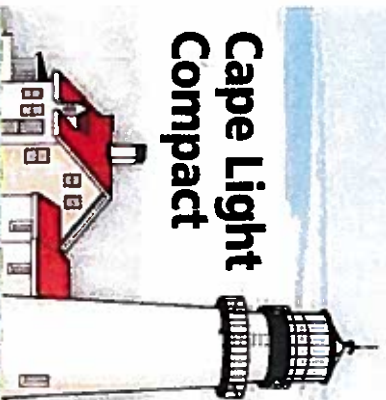
Program information

- PV systems will be owned by the applicant, but the RECs from the system will be assigned to CLC. CLC will sell the RECs and reinvest the revenue in future low-to-moderate income PV projects.
- Funding is limited. Information on the application process can be found at the grant webpage.
- Single-unit properties will be given preference due to net metering regulations

Basic Eligibility Requirements (see website for all eligibility requirements):

- Must be owner or renter of deed-restricted home on Cape Cod or Martha's Vineyard
 - ≤80% AMI for Cape Cod, ≤ 100% AMI for Martha's Vineyard
 - Must have an energy assessment or have had one in the last year
- OR:**
- Must be an organization that constructs and/or rents deed-restricted housing to qualified low-income homeowners and/or tenants (e.g., Habitat for Humanity)

Cape Light Compact



Funding provided by the Massachusetts Clean Energy Center and former Cape Light Compact Green Customers

Working Together Toward A Smarter Energy Future

Agenda Action Request

Cape Light Compact JPE Governing Board

Meeting Date: 9/13/17

**Vote to Provide Notice to Members Regarding Specific Amendments
to the Joint Powers Agreement**

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

Proposed Motion(s)

- 1) *I move that the Governing Board vote, consistent with Article XV of the Joint Powers Agreement, notify the Cape Light Compact JPE members of the proposed amendments to the Joint Powers Agreement as set forth in the redlined JPA distributed to the Governing Board at this meeting; and that CLCJPE 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.*

A redlined version of the Joint Powers Agreement is attached. The proposed amendments relate to the following: effective date of the JPA, operational transfer date, minor clarifying edits, and scriveners errors.

Record of Governing Board Action

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



ATTORNEYS AT LAW

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

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MEMORANDUM

TO: Cape Light Compact JPE Governing Board
FROM: BCK Law, P.C./EMO
DATE: September 8, 2017
RE: Amendments to the JPA

I. BACKGROUND

At its April 12, 2017 meeting, the Governing Board of the Cape Light Compact JPE (the "Compact") voted that at a future meeting date, the Governing Board would vote to amend its original Joint Powers Agreement (the "JPA"). More specifically, the Governing Board voted that the amendments would change the effective date of the joint power entity's legal existence, to insert July 1, 2017 as the operational transfer date of the JPA as established by the Governing Board, and would correct scrivener's errors. This memorandum discusses the process for effectuating the proposed amendments. This memorandum also recommends including a new subsection in the JPA in the Article dealing with transition matters as it does not accurately reflect how the transition has been implemented due to the operational transfer date being moved up to July 1, 2017.

II. LEGAL ANALYSIS

A. Power to Amend.

As a general matter, the JPA provides that the power to amend the JPA lies with the Governing Board, with certain exceptions.

Article XV of the JPA dealing with amendments reads as follows in pertinent part:

ARTICLE XV: AMENDMENT; REVISION OF EXHIBITS

Except as set forth below in the following paragraph, this Agreement may be altered, amended, or repealed, in whole or in part, by the affirmative vote of Directors of Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE. Notice of proposed amendments shall be sent to Members at least thirty

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Telephone: 617.584.8338
Facsimile: 802.419.8283
E-Mail: bckidaho@bck.com

(30) days before any Governing Board vote on such amendments in accordance with Article XIX(D) (Notices).

Certain amendments to this Agreement and certain actions of the Cape Light Compact JPE shall require the affirmative approval of the Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE: (i) Article I(B) (Eligibility for Membership; Addition of Members); and (ii) Article I(D) (Liability of Members).

The amendments that are currently being proposed clearly are within the Governing Board's power to amend the JPA. As discussed below, there are limited circumstances in which the Municipal Members may amend the JPA. None of the amendments being contemplated falls into the narrow exceptions.

B. Rights of Municipal Members with Respect to Certain Amendments.

As set forth above, the JPA provides that "[c]ertain amendments to this Agreement and certain actions of the Cape Light Compact JPE shall require the affirmative approval of the Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE: (i) Article I(B) (Eligibility for Membership; Addition of Members); and (ii) Article I(D) (Liability of Members)."

The cross-referenced provisions provide as follows:

Article I(B) Eligibility for Membership; Addition of Members.

Municipal members of the Compact are eligible for full membership in the Cape Light Compact JPE. Municipal members of the Compact who become members of the Cape Light Compact JPE shall be referred to as "Municipal Members." Barnstable County and Dukes County may participate as limited members as set forth in Article I(E) (County Members) below. This subsection may not be amended unless such amendment obtains the affirmative approval of the Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE. Subject to the deadlines set forth in Article XVIII(C) (Transfer of Operations), a municipal member of the Compact may become a member of the Cape Light Compact JPE by duly executing this Agreement in accordance with the Joint Powers Statute and delivering an executed copy of this Agreement and a copy of the authorization, vote or resolution as required by the Joint Powers Statute to the Cape Light Compact JPE. The Members acknowledge that membership in the Cape Light Compact JPE may change by the addition and/or withdrawal of Members. The Members agree to participate with such other Members as may later be added. The Members also agree that the withdrawal by a Member shall

not affect this Agreement or the remaining Members' continuing obligations under this Agreement.

Article I(D) Liability of Members

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

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

Attached to this memorandum as Exhibit A is a blackline of the proposed amendments to the JPA. Neither of the foregoing subsections is being amended.

C. Notice Provisions.

As noted above, while the power to amend the JPA generally lies with the Governing Board, the Governing Board is required to provide advance notice to the Members at least thirty (30) days prior to taking such vote. See Article XV of the JPA quoted in Section A above. Note that the Municipal Members do not have a right to veto or override the amendments, but the thirty (30) day period does provide them with an opportunity to review the proposed amendments with municipal counsel if necessary.

III. RECOMMENDATIONS

BCK Law, P.C. ("BCK") recommends that at the September Governing Board meeting, a vote be taken to provide notice to the Members of the proposed amendments as follows:

1. Article I(A) of the JPA will be amended to change the Effective Date to April 12, 2017. More specifically:

In the first and second sentences, the following words will be deleted:

"such date as this Agreement is executed by at least two (2) municipal members of the Compact after authorization by each municipal member's Board of Selectmen or

other governing body as set forth in G.L. c. 40, §4A½ (as may be amended from time to time, the "Joint Powers Statute"). Such date shall be referred to herein as"

The words "April 12, 2017" will be inserted in its place.

2. Article XVIII of the JPA will be amended through insertion of a new subsection to clarify that certain provisions in such Article have no future operational effect as the transition has been completed and to state that the operational transfer date was July 1, 2017.¹ More specifically, the following subsection (E) will be inserted:

E. Completion of Transition and Reorganization

The foregoing subsections (A) – (D) have no future operational effect as of [November 8, 2017] the effective date of this Agreement. They remain in this Agreement as a placeholder and for historical context. The operational transfer date was July 1, 2017^{FN}. On that date, the Cape Light Compact JPE became the legal and operational successor to the Compact.

¹ On April 12, 2017, the Governing Board voted to establish the operational transfer date as July 1, 2017.

3. Certain scrivener's/typographical errors in the JPA will be corrected and other clarifying edits will be made. More specifically:
 - (i) After the reference to G.L. c. 40, § 4A½ in the last recital, the following words "(as may be amended from time to time, the "Joint Powers Statute")" will be inserted.
 - (ii) In last sentence of Article I(E), the word "Municipal" will be deleted and replaced with "County."
 - (iii) In the third sentence of Article V(C), the words "Board of Directors" will be deleted and replaced with "Governing Board."
 - (iv) In the third sentence of the second paragraph of Article V(G)(2), the word "Board" will be inserted after the word "Governing."
 - (v) In the third sentence of Article VI(E), the words "or County Representative" will be inserted after the word "Directors."
 - (vi) In the second sentence of the second paragraph of Article XI, the words "the Members'" will be replaced with the words "each Member's."
 - (vii) In Article XIX(D), the Compact's mailing address will be changed to 261 Whites Path, Unit 4, South Yarmouth, MA 02664.
 - (viii) In the third sentence of Article XIX(E), the punctuation error in the word "shall" will be corrected.
 - (ix) In the first sentence of Article XIX(I), the word "more" will be inserted after the words "which may be one or."

¹ BCK notes that the JPA does not need to be formally amended in order for the operational transfer date to be effective as of July 1, 2017 as the original language in the JPA vested the power in the Governing Board to establish the date. However, going forward, for administrative convenience and clarity, it makes sense to officially amend the JPA to incorporate the Governing Board vote. To be clear, the operational transfer date was established as of July 1, 2017 effective as of the April 12, 2017 Governing Board vote on the matter.

4. In order to effectuate the foregoing amendments, the JPA will be replaced with the First Amended and Restated dated as of [November 8, 2017] and the recitals will be amended to reflect the second iteration of the JPA.

[Red text denotes proposed new language; strikethrough text denotes proposed deletions.]

**FIRST AMENDED AND RESTATED
JOINT POWERS AGREEMENT
OF THE
CAPE LIGHT COMPACT JPE**

(November 8, 2017)

[Note: The JPA date will be the first Governing Board meeting date following the thirty day notice to member period as which the vote on amendments will be taken. November 8, 2017 is the current anticipated date.]

This **First Amended and Restated** Joint Powers Agreement (“Agreement”) is effective as of ~~the date set forth in Article I(A) (Effective Date; Formation)~~ below **November 8, 2017**, and is entered into by and among the municipalities and counties listed on Exhibit A hereto (the “Members”), pursuant to the authority of Massachusetts General Laws Chapter 40, §4A ½ and G.L. c. 164, §134.

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

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

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

WHEREAS, the Compact currently operates a municipal aggregation competitive supply program pursuant to a municipal aggregation plan, setting forth the structure, operations, services, funding and policies of the Compact as most recently approved and updated in D.P.U. 14-69 (May 1, 2015; May 18, 2015) which provides electric power supply on an opt-out basis to

customers across all customer classes located on Cape Cod and Martha's Vineyard and the Compact also provides comprehensive energy efficiency services to Cape Cod and Martha's Vineyard through the Cape Light Compact Energy Efficiency Plan; and

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

WHEREAS, members of joint powers entities are afforded express liability protection from the acts and omissions of the entity and the other participating members; and

WHEREAS, joint powers entities are conferred many express powers by law that are not available to the Compact, including the ability to employ staff; and

NOW THEREFORE, the Members hereby enter into this Agreement and, pursuant to G.L. c. 40, § 4A½ (as may be amended from time to time, the "Joint Powers Statute"), hereby form a body politic and corporate.

ARTICLE I: EFFECTIVE DATE; FORMATION; MEMBERSHIP; LIABILITY OF MEMBERS

A. Effective Date; Formation.

This Agreement shall become effective and the joint powers entity shall exist as a separate public entity on ~~such date as this Agreement is executed by at least two (2) municipal members of the Compact after authorization by each municipal member's Board of Selectmen or other governing body as set forth in G.L. c. 40, § 4A½ (as may be amended from time to time, the "Joint Powers Statute").~~ Such date shall be referred to herein as **April 12, 2017** (the "Effective Date.") Each Municipal Member shall provide a duly authorized signature page for attachment hereto. There is formed as of the Effective Date a separate public entity named the Cape Light Compact JPE. The Cape Light Compact JPE shall provide notice to the Members of the Effective Date. The Cape Light Compact JPE shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated or expires in accordance with Article XVI (Term; Termination; Withdrawal), subject to the rights of the Members to withdraw from the Cape Light Compact JPE.

B. Eligibility for Membership; Addition of Members.

Municipal members of the Compact are eligible for full membership in the Cape Light Compact JPE. Municipal members of the Compact who become members of the Cape Light Compact JPE shall be referred to as "Municipal Members." Barnstable County and Dukes County may participate as limited members as set forth in Article I(E) (County Members) below. This subsection may not be amended unless such amendment obtains the affirmative approval of the Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE. Subject to the deadlines set forth

in Article XVIII(C) (Transfer of Operations), a municipal member of the Compact may become a member of the Cape Light Compact JPE by duly executing this Agreement in accordance with the Joint Powers Statute and delivering an executed copy of this Agreement and a copy of the authorization, vote or resolution as required by the Joint Powers Statute to the Cape Light Compact JPE. The Members acknowledge that membership in the Cape Light Compact JPE may change by the addition and/or withdrawal of Members. The Members agree to participate with such other Members as may later be added. The Members also agree that the withdrawal by a Member shall not affect this Agreement or the remaining Members' continuing obligations under this Agreement.

C. Region.

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

D. Liability of Members.

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

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

E. County Members.

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

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

ARTICLE II: GOALS; POLICIES; PURPOSES

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

- a) providing the basis for aggregation of all consumers on a non-discriminatory basis;
- b) negotiating the best terms and conditions for electricity supply and transparent pricing;
- c) exploring 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;
- d) providing 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 ("DPU");
- e) providing and enhancing consumer protection and options for service under contract provisions and to allow those consumers who choose not to participate to opt-out;
- f) improving quality of service and reliability;
- g) encouraging environmental protection through contract provisions;
- h) utilizing and encouraging renewable energy development to the extent practicable through contract provisions, demonstration projects and state mandated system benefit charges for renewable energy;
- i) administering 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;
- j) advancing specific community goals that may be selected from time to time, such as placing utility wires underground;
- k) providing full public accountability to consumers; and

l) utilizing municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

The Cape Light Compact JPE shall accomplish the foregoing purposes through the following: (i) operation of energy efficiency programs; (ii) developing or promoting the development of renewable energy resources and projects; (iii) procuring competitive electric supply for its customers; (iv) procuring RECs; (v) participating in regulatory and legislative proceedings; and (vi) consumer advocacy.

ARTICLE III: POWERS OF THE CAPE LIGHT COMPACT JPE

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

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

- i) as a public employer, to hire staff;
- j) to plan projects;
- k) to implement projects and/or conduct research;
- l) adopt an annual budget and to direct the expenditure of funds made available to the Cape Light Compact JPE by grant or contribution from public and private sector entities, or on account of any contract negotiated or administered by the Cape Light Compact JPE;
- m) to acquire property by gift, purchase or lease;
- n) to construct equipment and facilities;
- o) to apply for and receive 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 Cape Light Compact JPE and, to the extent required herein, agreed to by each Member to be financially bound thereby;
- p) to engage consultants, attorneys, technical advisors and independent contractors;
- q) to adopt bylaws to govern its internal affairs;
- r) to reimburse persons who have advanced funds;
- s) to enforce agreements or otherwise prosecute claims on behalf of Members and coordinate their defense in any claim made against them relating to any agreement or other matter related to the Cape Light Compact JPE;
- t) to invest funds;
- u) to procure insurance;
- v) to obtain project-related financing through any mechanism such as the federal Clean Renewable Energy Bond program or similar or successor programs, and other financing options;
- w) to contract with an agent, including, without limitation, a regional government or a Member, to manage or accomplish any of its functions or objectives;
- x) to enter into agreements with state, quasi-state, county and municipal agencies, cooperatives, investor-owned utilities and other private entities, all as is convenient or necessary to manage or accomplish any of the Cape Light Compact JPE's functions or objectives; and

y) any such other powers as are necessary to properly carry out its powers as a body politic and corporate.

ARTICLE IV: SERVICES; ACTIVITIES; UNDERTAKINGS

The services, activities or undertakings to be jointly performed within the region are as follows: (i) power supply procurement; (ii) offering of energy efficiency programs; (iii) participation in regulatory and legislative proceedings; (iv) education of the public and government regarding energy issues; and (v) such other services, activities, and undertakings as set forth in Article II (Goals, Policies; Purposes).

ARTICLE V: GOVERNING BOARD

A. Powers of the Governing Board.

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

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

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

B. Number, Qualifications and Term of Office.

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

Each County Member may appoint a representative to attend Governing Board meetings (the "County Representative"). County Representatives may participate in Governing Board discussions and nonbinding Governing Board votes.

C. Executive Committee.

At such time as there are more than five (5) Municipal Members, there shall be an Executive Committee composed of no less than five (5) Directors elected by the Governing Board from among the Directors appointed by the Municipal Members. The Executive Committee shall be selected by majority vote of all of the Directors of the Municipal Members. In addition to the delegation of powers set forth in Article V(A) (Powers of Governing Board), the powers of the ~~Board of Directors~~ **Governing Board** shall be delegated to the Executive Committee in the following circumstances: (i) when a quorum of the full Governing Board is not present for a regularly scheduled meeting; and (ii) exigent circumstances require Governing Board action, and there is insufficient time to convene a regular meeting of the Governing Board.

The Executive Committee shall conduct its business so far as possible in the same manner as is provided by this Agreement by the Governing Board. A majority of the Executive Committee shall constitute a quorum. The Executive Committee shall keep records of its meetings in form and substance as may be directed by the Governing Board and in accordance with the Open Meeting Law, G.L. c. 30A, §§18-25, and other applicable law.

Any Director who is not a member of the Executive Committee may attend and participate in Executive Committee meetings, but may not vote. Attendance may be in-person or by telephone.

From time to time upon request and at each meeting of the Governing Board ~~of Directors~~, the Executive Committee shall make a full report of its actions and activities since the last meeting of the Governing Board.

If two (2) members of the Executive Committee object to the affirmative action taken by

the Executive Committee, they may appeal such decision within forty-eight (48) hours of such action or vote by requesting a special meeting of the Governing Board in accordance with Article VI(C) (Special Meetings) which must occur as soon as possible but no later fourteen (14) days after the Executive Committee action if the original Executive Committee action was necessitated by exigent circumstances. At such special meeting, the Governing Board may overturn the action or vote of the Executive Committee by a two-thirds vote of the Directors. A vote by the Executive Committee to take no action cannot be appealed.

D. Manner of Acting and Quorum.

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

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

E. Rules and Minutes; Meeting Announcements.

The Governing Board shall determine its own rules and order of business, unless otherwise provided by law or this Agreement. The Governing Board shall also provide for the

keeping of minutes of its proceedings in accordance with the Open Meeting Law. All regular and Executive Committee meeting announcements shall be sent to all Directors and County Representatives.

F. Voting.

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

G. Resignation and Removal.

1. Resignation.

Any Director or County Representatives (or their alternates) may resign at any time upon written notice to the remaining Governing Board. A Director may resign from the Executive Committee and still keep his or her position as a Director. The resignation of any Director (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 Director (or alternate) may be removed at any time with or without cause by his or her appointing authority. The Governing Board may send a notice to an appointing authority requesting removal of a Director for cause as specified in such notice. For cause removal shall include, but not be limited to, disclosure of documents exempt from disclosure under the Massachusetts Public Records Law in violation of G.L. c. 268A, §23(c)(2), or disclosure of matters discussed during executive session prior to release of executive session minutes.

A Director from a Municipal Member who fails to attend at least half of the Directors' meetings annually shall be automatically removed, unless such Director has requested an exemption from this requirement due to special circumstances (i.e., prolonged illness, conflicting work/personal commitments). Annual attendance shall be calculated on a calendar year basis. The secretary (or other officer of as may be designated by the Governing Board) shall report on the annual attendance of Directors as requested by the Governing Board. In each vote implementing the removal of a Director, the Governing Board shall state an official removal date, which shall generally take place within ninety (90) to one hundred and eighty days (180) in order to give the Municipal Member who appointed such Director an opportunity to replace such Director. A Municipal Member whose Director is removed shall be given immediate notice of such removal. A Director who has been removed or a Municipal Member whose Director has been removed may petition the Governing Board for reinstatement and he or she shall be given

notice and an opportunity to be heard before the Governing Board on such matter within ninety (90) days of such request.

H. Vacancies.

1. Vacancies on the Governing Board.

The remaining Directors may act despite a vacancy in the Governing Board. A vacancy in the Governing Board of a Director from a Municipal Member shall be promptly filled, but in no case more than sixty (60) days thereafter, by the appointing authority of the Municipal Member which originally selected such Director. Each Director chosen to fill a vacancy on the Governing Board shall hold office until his or her successor shall be appointed and qualified by his or her appointing authority. Insofar as there is no Director then in office representing a Municipal Member, the alternate shall act in his or her stead. If a Municipal Member has not appointed an alternate, the Director position shall be considered vacant for that particular Municipal Member and it shall not be counted for quorum purposes under Article V(D) (Manner of Acting and Quorum) or for the purposes of the Open Meeting Law until the Municipal Member fills the vacancy and/or appoints an alternate.

2. Vacancies on the Executive Committee.

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

3. No Right to Compensation.

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

ARTICLE VI: MEETINGS OF THE GOVERNING BOARD

A. Place.

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

B. Regular Meetings.

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

C. Special Meetings.

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

D. Notice.

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

A Director or County Representative who is a member, stockholder, trustee, director, officer or employee of any firm, corporation or association with which the Cape Light Compact JPE contemplates contracting or transacting business shall disclose his or her relationship or interest to Governing Board. No Director or County Representative so interested shall deliberate or vote on such contract or transaction. The affirmative vote of a majority of the disinterested Directors or County Representative present and voting hereof shall be required before the Cape Light Compact JPE may enter into such contract or transaction.

In case the Cape Light Compact JPE enters into a contract or transacts business with any firm, corporation or association of which one or more of its Directors 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 Director or County Representative have or may have interests therein which are or might be adverse to the interests of the Cape Light Compact JPE. No Director or County Representative having disclosed such adverse interest shall be liable to the Cape Light Compact JPE or to any creditor of the Cape Light Compact JPE 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 Director or County Representative be accountable for any gains or profits to be realized thereon.

Nothing contained herein shall affect the compliance of any Director or County Representative or the Governing Board or the Cape Light Compact JPE with G.L. c. 268A, as set forth in Article VIII (G.L. c. 268A), below.

ARTICLE VII: 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, Directors 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 roll call 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, or litigation strategy.

Matters discussed in executive sessions of the Governing Board must be treated as confidential, and disclosure of such matters is a violation of G.L. c. 268A, §23(c)(2). A violation of confidentiality may lead to disciplinary action as established by the Governing Board, including a request for removal of a Director in accordance with Article V(G)(2) (Removal).

ARTICLE VIII: G.L. c. 268A

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

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

ARTICLE IX: OFFICERS; STAFF; SERVICE PROVIDERS

A. Election.

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

Light Compact JPE and the Governing Board shall select a replacement among the various Directors from the Municipal Members for the remaining term of such officer.

B. Qualifications.

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

C. Vacancies.

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

D. Removal and Resignation of Officers.

1. Removal.

Any officer of the Cape Light Compact JPE may be removed from his or her respective offices with or without cause by resolution adopted by a majority of the Directors present and voting at any regular or special meeting of the Governing Board.

2. Resignation.

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

E. Sponsors, Benefactors, Contributors, Advisors, Friends of the Cape Light Compact JPE.

Persons or groups of persons designated by the Governing Board as sponsors, benefactors, contributors, advisors or friends of the Cape Light Compact JPE 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 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.

G. 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.

H. Treasurer and Business Officer.

The Governing Board shall appoint a treasurer who may be a treasurer of one of the Municipal Members. No Director or other employee of the Cape Light Compact JPE shall be eligible to serve concurrently as treasurer. The treasurer, subject to the direction and approval of the Governing Board, shall be authorized to receive, invest and disburse all funds of the Cape Light Compact JPE without further appropriation. The treasurer shall give bond for the faithful performance of his or her duties in a form and amount as fixed by the Governing Board. The treasurer may make appropriate investments of the funds of the Cape Light Compact JPE consistent with G.L. c. 44, §55B.

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

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

I. Secretary.

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

J. Other Officers.

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

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

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

K. The Cape Light Compact JPE Administrator.

The Governing Board shall appoint a JPE Administrator who shall be an employee of the Cape Light Compact JPE. In general, the Cape Light Compact JPE 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 Cape Light Compact JPE.

More specifically, the Cape Light Compact JPE Administrator shall be responsible for:

- (i) Implementing the goals and carrying out the policies of the Cape Light Compact JPE Governing Board;
- (ii) Maintaining the complete and full records, reports and filings associated with the financial and administrative activity of the Cape Light Compact JPE;
- (iii) Planning and directing all administrative and operational functions of the Cape Light Compact JPE 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 Cape Light Compact JPE including fiscal affairs, legal and operational issues, and major program initiatives;
- (vi) Regularly attending all Governing Board meetings and answering all questions addressed to him or her;
- (vii) Managing the Cape Light Compact JPE's legal affairs, including directing the Cape Light Compact JPE's participation in regulatory and judicial proceedings, consistent with relevant budgets approved by the Governing Board;

- (viii) Managing the Cape Light Compact JPE's energy efficiency program in accordance with all applicable laws and the rules and regulations of the DPU, 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; and
- (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 Cape Light Compact JPE's objectives.

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

L. Cape Light Compact JPE Staff.

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

M. Service Providers.

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

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

A. Budget; Segregation of Funds; Expenditures.

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

of Acting and Quorum).

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

B. Financing.

The Cape Light Compact JPE shall finance the joint services, activities or undertakings within the region in the manner set forth in this Article X. Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), the Cape Light Compact JPE may collect a kilowatt hour charge or equivalent of up to a mil per kilowatt hour, from consumers participating in the municipal aggregation power supply program. The amount collected may be up to 1 mil (\$.001), or such lower amount as the Cape Light Compact JPE Administrator may determine, for every kilowatt hour sold to consumers for the duration of service under a competitive electric supply agreement (this charge is referred to as an "Operational Adder"). The Cape Light Compact JPE will primarily use the Operational Adder funds to support the municipal aggregation power supply program budget and other costs associated with implementing the powers and purposes of the Cape Light Compact JPE. The level of the Operational Adder shall be determined during the annual operating budget process based upon the projected expenses of the Cape Light Compact JPE. All uses of the Operational Adder shall follow the Cape Light Compact JPE budget appropriation process.

Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), funding for the Cape Light Compact JPE's energy efficiency activities shall come in part from the mandatory system benefits charges imposed on consumers in accordance with G.L. c. 25, §19(a), which funds energy efficiency programs administered by municipal aggregators with energy plans certified by the DPU under G.L. c. 164, §134(b). In addition, in accordance with G.L. c. 25, §19(a), the Cape Light Compact JPE's energy efficiency activities may also be funded by revenues from the forward capacity market administered by ISO New England Inc., revenues from cap and trade pollution control programs (e.g., Regional Greenhouse Gas Initiative), other funding sources and an energy efficiency surcharge, as approved by the DPU or a successor thereto. In addition, the Cape Light Compact JPE shall finance the joint services, activities or undertakings within the region with grants from the commonwealth, the federal government and other public and private grantors;

C. Borrowing.

The Cape Light Compact JPE is authorized to incur borrowing pursuant to the Joint Powers Statute. There are no limitations on the purposes, terms and amounts of debt the Cape

Light Compact JPE may incur to perform such services, activities or undertakings, except as may established by law.

ARTICLE XI: COOPERATION; AUTHORITY DOCUMENTS

The Members 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.

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

ARTICLE XII: ELECTRICITY AND OTHER AGREEMENTS

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

ARTICLE XIII: OTHER APPLICABLE LAWS

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

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

A. Indemnification of Directors.

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

B. Liability of Directors, Officers, and Employees.

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

C. Insurance.

The Cape Light Compact JPE shall acquire such insurance coverage as the Governing Board deems necessary to protect the interests of the Cape Light Compact JPE, the Members, the Directors and officers, employees and the public. If possible, such insurance coverage shall name the Members as additional insureds. If the Cape Light Compact JPE has employees, it shall obtain worker's compensation insurance.

D. Indemnification of Members.

The Cape Light Compact JPE shall defend, indemnify and hold harmless the Members from any and all claims, losses, damages, costs, injuries and liabilities of every kind to the extent arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Cape Light Compact JPE under this Agreement, and not arising directly or indirectly from the negligent or intentional actions of any Member. In addition, the Cape Light Compact JPE shall not be responsible for indemnifying any Member for any claims, losses, damages, costs or injuries arising from any duties that such Member has agreed to assume in a contract with the Cape Light Compact JPE.

ARTICLE XV: AMENDMENT; REVISION OF EXHIBITS

Except as set forth below in the following paragraph, this Agreement may be altered, amended, or repealed, in whole or in part, by the affirmative vote of Directors of Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE. Notice of proposed amendments shall be sent to Members at least thirty (30) days before any Governing Board vote on such amendments in accordance with Article XIX(D) (Notices).

Certain amendments to this Agreement and certain actions of the Cape Light Compact JPE shall require the affirmative approval of the Municipal Members whose population is at least equal to 50% of the combined population of all of the Municipal Members of the Cape Light Compact JPE: (i) Article I(B) (Eligibility for Membership; Addition of Members); and (ii) Article I(D) (Liability of Members).

In addition, termination of the Cape Light Compact JPE shall require the approval of all Municipal Members.

The Municipal Members agree that Exhibits A (List of Members), B (Weighted Voting) and C (JPE Administrator Responsibilities) to this Agreement set forth certain administrative matters that may be revised by the Cape Light Compact JPE Administrator in accordance with Governing Board authorization without such revision constituting an amendment to this Agreement. The Cape Light Compact JPE shall provide written notice to the Members of the revision to such exhibits.

ARTICLE XVI: TERM; TERMINATION; WITHDRAWAL

This Agreement shall continue in effect for a term not to exceed twenty-five (25) years. At the conclusion of the term, taking into account any changed circumstances, the Municipal Members shall in good faith negotiate a replacement agreement.

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

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

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

ARTICLE XVII: CONSTRUCTION AND SEVERABILITY

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

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

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

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

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

B. Transfer of Administrative and Financial Functions.

Upon transfer of the Compact's operations as set forth in Article XVIII(D) (Transfer of Operations) below, and in accordance with applicable transfer and succession plans, the Cape Light Compact JPE shall assume all benefits, obligations and liabilities of the Compact.

Upon the Effective Date, the Cape Light Compact JPE will serve as the administrative and fiscal arm of the Compact. As soon as practicable, Compact staff will become employees of the Cape Light Compact JPE. At such time, the Cape Light Compact JPE shall assume responsibility for any and all loss, injury, damage, liability, claim, demand, tort or worker's compensation incidents that occur on or after the date personnel are transferred to the Cape Light Compact JPE. The Cape Light Compact JPE will also perform certain financial services for the Compact as set forth in a written agreement between the Compact and the Cape Light Compact JPE. The Cape Light Compact JPE may elect to delegate performance of such functions to service providers as set forth in Article IX(M) (Service Providers).

B. Transfer of Operations.

Unless such other date is established by the Governing Board, when the majority of the municipal members of the Compact join the Cape Light Compact JPE, the Compact and the Cape Light Compact JPE will develop an asset transfer and succession plan, and, in consultation with DPU (and other governmental authorities if necessary or convenient), will establish an operational transfer date ~~(no later than January 31, 2018, unless otherwise directed by DPU)~~. Once such date is established, the Cape Light Compact JPE will notify the members of the Compact of the deadline for joining the Cape Light Compact JPE in order to participate in its aggregation plan. On or before the operational transfer date, the Cape Light Compact JPE will execute all documents and perform all acts necessary to transfer all programs, operational functions, tangible and intangible assets (including intellectual property), contracts and records of the Compact to the Cape Light Compact JPE so that the Cape Light Compact JPE is the legal successor to the Compact.

C. Meetings and Board Membership During Transition Period.

During the transition period, meetings of the Cape Light Compact JPE will occur immediately before or after scheduled meetings of the Compact. In order to provide for an orderly transition or for any other reason that a Municipal Member deems appropriate, a Municipal Member may appoint the same person to serve on the Cape Light Compact JPE's and Compact's Governing Boards.

E. Completion of Transition and Reorganization

The foregoing subsections (A) – (D) have no future operational effect as of [November 8, 2017] the effective date of this Agreement. They remain in this Agreement as a placeholder and for historical context. The operational transfer date was July 1, 2017¹. On that date, the Cape Light Compact JPE became the legal and operational successor to the Compact.

[Note to readers: This Article cannot be wiped out entirely. There is a cross-reference to it in Article I which cannot be amended unless the majority of Municipal Members approve.]

ARTICLE XIX: MISCELLANEOUS

A. Principal Office.

The principal office of the Cape Light Compact JPE shall be located at such places as the Governing Board may establish from time to time.

B. The Cape Light Compact JPE Records.

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

C. Fiscal Year.

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

D. Notices.

All notices, waivers, demands, requests, consents or other communications required

¹ On April 12, 2017, the Governing Board voted to establish the operational transfer date as July 1, 2017.

or permitted to be given or made under this Agreement shall be in writing and if addressed to the Cape Light Compact JPE shall be sent to:

JPE Administrator
Cape Light Compact JPE
~~3195 Main Street~~
~~Open Cape Building~~
~~Barnstable, MA 02630~~
261 Whites Path, Unit 4
South Yarmouth, MA 02664

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

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

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

Except for any notice required by law to be given in another manner, all notices, waivers, demands, requests, consents, or other communications required or permitted by this Agreement to be effective shall be in writing, properly addressed, and shall be given by: (i) personal delivery; (ii) established overnight commercial courier delivery service with charges prepaid or duly charged by the sender; or (iii) registered or certified mail, return receipt requested, first class, postage prepaid. Notices given hereunder shall be deemed sufficiently given on: (i) the date of personal delivery if so delivered; (ii) the day after sending if sent by established overnight commercial courier delivery service; or (iii) the fifth day after sending if sent by registered or certified mail. The Cape Light Compact JPE and the Members may additionally provide notice by electronic mail, facsimile, or telephone communication, but this shall not relieve the notifying party of the obligation to provide notice as specified above.

E. Reports.

The Cape Light Compact JPE shall submit an annual report to each Member which shall contain a detailed audited financial statement and a statement in accordance with the Joint Powers Statute.

The Cape Light Compact JPE shall prepare a written annual report, in the format required by the 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 Cape Light

Compact JPE's web site within thirty (30) days of submission to the DPU. In addition, the Cape Light Compact JPE shall periodically prepare written overviews of the Cape Light Compact JPE's program activities for each Municipal Member for inclusion in its individual town annual reports.

Upon the transfer of operations as set forth in Article XVIII(C) (Transfer of Operations), for so long as is required by the DPU, the Cape Light Compact JPE shall submit an annual report to the DPU on December 1st of each year regarding its municipal aggregation power supply program. The annual report will, at a minimum, provide: (1) a list of the program'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 (5) a discussion and documentation regarding the implementation of the municipal aggregation's alternative information disclosure strategy. As approved by the DPU, the Cape Light Compact JPE may submit this report on a fiscal year basis.

F. Dispute Resolution.

The Members and the Cape Light Compact JPE shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Member and the Cape Light Compact JPE shall engage in nonbinding mediation in the manner agreed upon by the participating Member and the Cape Light Compact JPE. The Cape Light Compact JPE and Members agree that each Municipal Member may specifically enforce this Article XIX(F). In the event that nonbinding mediation is not initiated or does not result in the settlement of a dispute within sixty (60) days after the demand for mediation or is made, any Municipal Member and the Cape Light Compact JPE may pursue any remedies provided by law.

G. Multiple Originals.

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

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

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

In carrying out its purposes as described herein, and in entry into any third party contract

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

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

The Cape Light Compact JPE may from time to time to retain counsel who may also represent its Members or other public entities in matters in which the Cape Light Compact JPE has a direct or substantial interest without violating G.L. c. 268A, subject to the consent and approval of all parties requesting legal representation (which may be one or more Members, or one or more non-Member parties). Such dual or common representation allows the Cape Light Compact JPE to pool resources for a common purpose, develop mutual interests, and preserve public funds. The official duties of the Cape Light Compact JPE counsel include, but are not limited to, representing Members or other public entities in: (i) administrative and judicial proceedings in which the Cape Light Compact JPE is also a party; (ii) contract negotiations or project development matters in which the Cape Light Compact JPE or its Members have an interest, and (iii) other matters in which the Cape Light Compact JPE 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. The Cape Light Compact JPE counsel shall discharge such duties only when requested in writing by the Cape Light Compact JPE's Governing Board. Prior to making such a request, the Cape Light Compact JPE's Governing Board shall determine whether the interests of the Cape Light Compact JPE 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. Representation of the Compact and the Cape Light Compact JPE shall not be considered dual representation as the two entities shall function as two component parts of one legal entity for a transition period, and then the Cape Light Compact JPE shall serve as the successor entity to the Compact.

Should the provision in G.L. c. 268A limiting dual or common representation be amended or replaced after the Effective Date, the Governing Board may elect to follow any alternative

procedures with respect to dual or common legal representation as provided by such statute.

[EXECUTION PAGES TO FOLLOW]

LIST OF EXHIBITS

Exhibit A – List of Members

Exhibit B – Weighted Voting

Exhibit C – JPE Administrator Responsibilities

EXHIBIT B

Weighted Voting

Name of Town	Population
Aquinnah	311
Barnstable	45,193
Bourne	19,754
Brewster	9,820
Chatham	6,125
Chilmark	866
Dennis	14,207
Eastham	4,956
Edgartown	4,067
Falmouth	31,531
Harwich	12,243
Mashpee	14,006
Oak Bluffs	4,527
Orleans	5,890
Provincetown	2,942
Sandwich	20,675
Tisbury	3,949
Truro	2,003
Wellfleet	2,750
West Tisbury	2,740
Yarmouth	23,793

For an example of weighted voting, if the Municipal Members consisted of the Towns of Barnstable, Bourne and Brewster, the total population of the three Municipal Members would be 74,767. For weighted voting purposes, Barnstable's vote would be weighted 60.45%, Bourne's vote would be weighted 26.42%, and Brewster's would be weighted 13.13%.

Cape Light Compact JPE
 Operating Fund 001 (7/1/17-12/31/17)
 Budget Report for Expenses
 July 2017 to August 2017

<u>EXPENSES</u>	<u>Actual Amount</u>	<u>Budget Amount</u>	<u>Remaining Amount</u>	<u>Remaining %</u>
OPERATING FUND FY18-ADVERTISING (POWER SUPPLY)	2,539.25	39,000.00	36,460.75	93.49%
OPERATING FUND FY18-AUDIT FEES	4,000.00	20,000.00	16,000.00	80.00%
OPERATING FUND FY18-BANK FEES	0.00	500.00	500.00	100.00%
OPERATING FUND FY18-BUILDING RENOVATIONS	0.00	5,000.00	5,000.00	100.00%
OPERATING FUND FY18-CLOSE-OUT EXP WITH COUNTY	0.00	5,000.00	5,000.00	100.00%
OPERATING FUND FY18-COMPUTER EQUIPMENT	0.00	5,000.00	5,000.00	100.00%
OPERATING FUND FY18-CONTRACTUAL	1,791.25	36,413.00	34,621.75	95.08%
OPERATING FUND FY18-CUSTODIAL SERVICES	216.91	4,375.00	4,158.09	95.04%
OPERATING FUND FY18-FINANCIAL SOFTWARE SYSTEM	0.00	2,500.00	2,500.00	100.00%
OPERATING FUND FY18-FOOD SUPPLIES	270.48	1,500.00	1,229.52	81.97%
OPERATING FUND FY18-GROUP INSURANCE	3,236.11	20,000.00	16,763.89	83.82%
OPERATING FUND FY18-IN STATE TRAVEL	223.51	8,000.00	7,776.49	97.21%
OPERATING FUND FY18-INSURANCE	16,550.00	16,550.00	0.00	0.00%
OPERATING FUND FY18-INTERNET	102.30	4,000.00	3,897.70	97.44%
OPERATING FUND FY18-IT SERVICES	2.00	8,000.00	7,998.00	99.98%
OPERATING FUND FY18-LEGAL SERVICES	101,107.90	299,625.00	198,517.10	66.26%
OPERATING FUND FY18-MEDICARE	335.17	2,000.00	1,664.83	83.24%
OPERATING FUND FY18-MISC EQUIPMENT	845.00	845.00	0.00	0.00%
OPERATING FUND FY18-MISC FRINGES	0.00	1,800.00	1,800.00	100.00%
OPERATING FUND FY18-MISC RENTALS	0.00	5,000.00	5,000.00	100.00%
OPERATING FUND FY18-OUT OF STATE TRAVEL	0.00	3,000.00	3,000.00	100.00%
OPERATING FUND FY18-OUTREACH/MARKETING SERV	9.58	10,000.00	9,990.42	99.90%
OPERATING FUND FY18-PAYROLL SERVICES	554.84	1,692.00	1,137.16	67.21%
OPERATING FUND FY18-POSTAGE	61.08	7,000.00	6,938.92	99.13%
OPERATING FUND FY18-PRINTING	1,884.86	7,500.00	5,615.14	74.87%
OPERATING FUND FY18-PROFESSIONAL DEVELOPMENT	60.00	2,500.00	2,440.00	97.60%
OPERATING FUND FY18-RENT	1,875.00	11,250.00	9,375.00	83.33%
OPERATING FUND FY18-RETIREMENT	0.00	45,000.00	45,000.00	100.00%
OPERATING FUND FY18-SALARIES	23,115.26	108,422.00	85,306.74	78.68%
OPERATING FUND FY18-SALARY RESERVE	0.00	6,000.00	6,000.00	100.00%
OPERATING FUND FY18-SHIPPING/FREIGHT	60.00	500.00	440.00	88.00%
OPERATING FUND FY18-SOFTWARE LICENSES	0.00	2,500.00	2,500.00	100.00%
OPERATING FUND FY18-SPONSORSHIPS	14,271.00	28,145.00	13,874.00	49.29%
OPERATING FUND FY18-SUBSCRIPTIONS	6,854.25	6,855.00	0.75	0.01%
OPERATING FUND FY18-SUPPLIES	10.41	1,000.00	989.59	98.96%
OPERATING FUND FY18-TELEPHONES	753.05	2,000.00	1,246.95	62.35%
OPERATING FUND FY18-TREASURY SERVICES	3,858.75	4,375.00	516.25	11.80%
OPERATING FUND FY18-UNPAID BILLS	0.00	1,000.00	1,000.00	100.00%
<u>TOTAL EXPENSES</u>	184,587.96	733,847.00	549,259.04	74.85%

2017 Budgeted (Based on 2017 Energy Efficiency Surcharge)

Program	PA Costs					EMV	Total PA Costs
	PP&A	Marketing	Incentives	STAT	EMV		
A - Residential	\$ 1,276,485	\$ 510,471	\$ 15,335,148	\$ 5,189,957	\$ 845,846	\$ 23,097,907	
AI - Residential Whole House	\$ 830,686	\$ 195,621	\$ 11,279,444	\$ 4,249,171	\$ 701,071	\$ 17,255,993	
AIa - Residential New Construction	\$ 22,195	\$ 7,461	\$ 3,121,251	\$ 1,014,29	\$ 17,590	\$ 459,976	
AIb - Residential Multi-Family Retrofit	\$ 37,123	\$ 19,743	\$ 399,808	\$ 281,158	\$ 29,422	\$ 789,254	
AIc - Residential Home Energy Services - Measures	\$ 674,067	\$ 172,400	\$ 10,999,771	\$ 2,147,386	\$ 573,929	\$ 13,907,553	
AId - Residential Home Energy Services - RCS	\$ 86,271	\$ 39,609	\$ 16,408	\$ 1,593,443	\$ 68,374	\$ 1,787,897	
AIe - Residential Behavior/Feedback Program	\$ 11,029	\$ 6,409	\$ 168,614	\$ 123,755	\$ 11,755	\$ 331,562	
A2 - Residential Products	\$ 207,985	\$ 151,814	\$ 3,130,794	\$ 652,947	\$ 164,725	\$ 4,308,166	
A2a - Residential Heating & Cooling Equipment	\$ 95,090	\$ 31,150	\$ 1,535,440	\$ 231,388	\$ 75,313	\$ 1,970,431	
A2b - Residential Consumer Products	\$ 19,103	\$ 35,191	\$ 159,788	\$ 166,634	\$ 15,141	\$ 395,857	
A2c - Residential Lighting	\$ 93,712	\$ 85,474	\$ 1,435,476	\$ 252,946	\$ 74,271	\$ 1,941,878	
A3 - Residential Hard-to-Measure	\$ 237,894	\$ 163,036	\$ 925,000	\$ 207,818	\$ -	\$ 1,533,748	
A3a - Residential Statewide Marketing	\$ -	\$ 112,017	\$ -	\$ -	\$ -	\$ 112,017	
A3b - Residential Statewide Database	\$ 13,253	\$ -	\$ -	\$ -	\$ -	\$ 13,253	
A3c - Residential DOER Assessment	\$ 145,089	\$ -	\$ -	\$ -	\$ -	\$ 145,089	
A3d - Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
A3e - Residential Sponsorships & Subscriptions	\$ 25,662	\$ 10,633	\$ -	\$ -	\$ -	\$ 36,295	
A3f - Residential HEAT Loan	\$ 51,890	\$ 8,886	\$ 892,500	\$ 118,718	\$ -	\$ 1,073,994	
A3g - Residential Workforce Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,600	
A3h - Residential RAD and Demonstration	\$ -	\$ 6,500	\$ 32,500	\$ 69,500	\$ -	\$ 108,500	
A3i - Residential Education	\$ -	\$ 25,000	\$ -	\$ -	\$ -	\$ 25,000	
B - Low-Income	\$ 291,402	\$ 67,287	\$ 3,813,615	\$ 940,595	\$ 198,035	\$ 5,311,133	
BI - Low-Income Whole House	\$ 191,922	\$ 37,703	\$ 3,813,615	\$ 940,595	\$ 198,035	\$ 5,183,869	
BIa - Low-Income Single Family Retrofit	\$ 131,692	\$ 28,662	\$ 2,524,834	\$ 700,687	\$ 134,485	\$ 3,520,360	
BIb - Low-Income Multi-Family Retrofit	\$ 62,230	\$ 9,041	\$ 1,288,781	\$ 239,908	\$ 63,550	\$ 1,663,509	
BIc - Low-Income Hard-to-Measure	\$ 97,480	\$ 29,584	\$ -	\$ -	\$ -	\$ 127,064	
B2a - Low-Income Statewide Marketing	\$ -	\$ 27,017	\$ -	\$ -	\$ -	\$ 27,017	
B2b - Low-Income Statewide Database	\$ 3,196	\$ -	\$ -	\$ -	\$ -	\$ 3,196	
B2c - Low-Income DOER Assessment	\$ 3,994	\$ -	\$ -	\$ -	\$ -	\$ 3,994	
B2d - Low-Income Energy Affordability Network	\$ 47,969	\$ -	\$ -	\$ -	\$ -	\$ 47,969	
B2e - Low-Income Sponsorships & Subscriptions	\$ 11,520	\$ 2,566	\$ -	\$ -	\$ -	\$ 14,087	
C - Commercial & Industrial	\$ 929,810	\$ 242,935	\$ 11,888,232	\$ 2,244,545	\$ 581,328	\$ 15,886,950	
CI - C&I New Construction	\$ 72,556	\$ 10,591	\$ 1,200,100	\$ 322,909	\$ 53,429	\$ 1,689,585	
CIa - C&I New Buildings & Major Renovations	\$ 55,841	\$ 6,612	\$ 725,100	\$ 248,416	\$ 41,119	\$ 1,097,088	
CIb - C&I Initial Purchase & End of Useful Life	\$ 16,716	\$ 3,979	\$ 475,000	\$ 64,493	\$ 12,309	\$ 572,497	
CIc - C&I Retrofit	\$ 71,690	\$ 14,483	\$ 10,618,132	\$ 1,876,637	\$ 527,899	\$ 13,884,452	
CIa - C&I Existing Building Retrofit	\$ 195,762	\$ 48,179	\$ 2,936,305	\$ 466,982	\$ 144,152	\$ 3,791,379	
CIb - C&I Small Business	\$ 392,941	\$ 66,525	\$ 5,896,199	\$ 965,192	\$ 289,347	\$ 7,610,204	
CIc - C&I Multifamily Retrofit	\$ 39,790	\$ 19,711	\$ 399,808	\$ 282,008	\$ 29,299	\$ 770,616	
CIa - C&I Upstream Lighting	\$ 88,409	\$ 10,468	\$ 1,385,820	\$ 162,455	\$ 65,101	\$ 1,712,523	
CI - C&I Hard-to-Measure	\$ 139,552	\$ 87,461	\$ 70,000	\$ 35,000	\$ -	\$ 320,013	
CIa - C&I Statewide Marketing	\$ -	\$ 75,299	\$ -	\$ -	\$ -	\$ 75,299	
CIb - C&I Statewide Database	\$ 8,909	\$ -	\$ -	\$ -	\$ -	\$ 8,909	
CIc - C&I DOER Assessment	\$ 97,510	\$ -	\$ -	\$ -	\$ -	\$ 97,510	
CId - C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CIe - C&I Sponsorships & Subscriptions	\$ 33,113	\$ 7,162	\$ -	\$ -	\$ -	\$ 40,275	
CI - C&I Workforce Development	\$ -	\$ 5,000	\$ -	\$ 20,000	\$ -	\$ 25,000	
CIg - C&I RAD and Demonstration	\$ -	\$ -	\$ 70,000	\$ 15,000	\$ -	\$ 85,000	
GRAND TOTAL	\$ 2,497,097	\$ 820,692	\$ 31,036,995	\$ 8,295,097	\$ 1,645,209	\$ 44,295,089	
Total Demand Response	\$ -	\$ 5,000	\$ 13,000	\$ 249,797	\$ -	\$ 267,797	
Residential Demand Response	\$ -	\$ 4,500	\$ 11,700	\$ 224,817	\$ -	\$ 241,017	
Commercial Demand Response	\$ -	\$ 500	\$ 1,300	\$ 24,980	\$ -	\$ 26,780	
Total EE & DR	\$ 2,497,097	\$ 825,692	\$ 31,049,995	\$ 8,544,894	\$ 1,645,209	\$ 44,562,866	

2017 Actuals through Jul 2017

Program	PA Costs					EMV	Total PA Costs
	PP&A	Marketing	Incentives	STAT	EMV		
A - Residential	\$ 674,587	\$ 199,658	\$ 6,232,554	\$ 1,738,344	\$ 205,973	\$ 9,041,137	
AI - Residential Whole House	\$ 418,337	\$ 37,913	\$ 4,045,654	\$ 1,492,420	\$ 115,999	\$ 6,110,324	
AIa - Residential New Construction	\$ 11,178	\$ 897	\$ 156,075	\$ 57,285	\$ 5,875	\$ 231,309	
AIb - Residential Multi-Family Retrofit	\$ 18,695	\$ 1,500	\$ 92,574	\$ 50,790	\$ 13,994	\$ 177,553	
AIc - Residential Home Energy Services - Measures	\$ 339,463	\$ 29,834	\$ 3,754,844	\$ 742,650	\$ 84,147	\$ 4,950,937	
AId - Residential Home Energy Services - RCS	\$ 43,447	\$ 5,237	\$ -	\$ 615,901	\$ 10,390	\$ 674,975	
AIe - Residential Behavior/Feedback Program	\$ 5,554	\$ 446	\$ 42,161	\$ 25,793	\$ 1,594	\$ 75,549	
A2 - Residential Products	\$ 104,702	\$ 65,941	\$ 1,610,769	\$ 196,348	\$ 89,974	\$ 2,067,753	
A2a - Residential Heating & Cooling Equipment	\$ 47,888	\$ 11,761	\$ 366,198	\$ 69,348	\$ 13,542	\$ 508,737	
A2b - Residential Consumer Products	\$ 9,621	\$ 15,563	\$ 236,152	\$ 65,774	\$ 3,301	\$ 329,410	
A2c - Residential Lighting	\$ 47,194	\$ 38,637	\$ 1,008,418	\$ 61,226	\$ 74,131	\$ 1,229,606	
A3 - Residential Hard-to-Measure	\$ 151,548	\$ 95,785	\$ 566,131	\$ 49,596	\$ -	\$ 863,060	
A3a - Residential Statewide Marketing	\$ -	\$ 80,870	\$ -	\$ -	\$ -	\$ 80,870	
A3b - Residential Statewide Database	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
A3c - Residential DOER Assessment	\$ 124,409	\$ -	\$ -	\$ -	\$ -	\$ 124,409	
A3d - Residential EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
A3e - Residential Sponsorships & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
A3f - Residential HEAT Loan	\$ 27,139	\$ 3,810	\$ 566,131	\$ 42,693	\$ -	\$ 639,773	
A3g - Residential Workforce Development	\$ -	\$ -	\$ -	\$ 6,903	\$ -	\$ 6,903	
A3h - Residential RAD and Demonstration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
A3i - Residential Education	\$ -	\$ 11,105	\$ -	\$ -	\$ -	\$ 11,105	
B - Low-Income	\$ 132,615	\$ 31,306	\$ 860,090	\$ 130,905	\$ 28,611	\$ 1,183,528	
BI - Low-Income Whole House	\$ 103,574	\$ 12,644	\$ 860,090	\$ 130,905	\$ 28,611	\$ 1,135,824	
BIa - Low-Income Single Family Retrofit	\$ 70,337	\$ 9,784	\$ 641,969	\$ 85,241	\$ 19,430	\$ 826,762	
BIb - Low-Income Multi-Family Retrofit	\$ 33,237	\$ 2,859	\$ 218,121	\$ 45,664	\$ 9,181	\$ 309,062	
BIc - Low-Income Hard-to-Measure	\$ 29,041	\$ 18,662	\$ -	\$ -	\$ -	\$ 47,704	
B2a - Low-Income Statewide Marketing	\$ -	\$ 18,662	\$ -	\$ -	\$ -	\$ 18,662	
B2b - Low-Income Statewide Database	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B2c - Low-Income DOER Assessment	\$ 29,041	\$ -	\$ -	\$ -	\$ -	\$ 29,041	
B2d - Low-Income Energy Affordability Network	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
B2e - Low-Income Sponsorships & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
C - Commercial & Industrial	\$ 495,595	\$ 85,547	\$ 2,706,954	\$ 403,015	\$ 129,684	\$ 3,826,795	
CI - C&I New Construction	\$ 43,257	\$ 2,717	\$ 339,272	\$ 80,910	\$ 18,963	\$ 485,119	
CIa - C&I New Buildings & Major Renovations	\$ 33,284	\$ 2,091	\$ 210,217	\$ 66,470	\$ 12,870	\$ 324,932	
CIb - C&I Initial Purchase & End of Useful Life	\$ 9,974	\$ 626	\$ 129,055	\$ 14,440	\$ 6,093	\$ 160,187	
CIc - C&I Retrofit	\$ 372,756	\$ 26,843	\$ 2,367,682	\$ 319,717	\$ 110,721	\$ 3,197,718	
CIa - C&I Existing Building Retrofit	\$ 117,015	\$ 7,330	\$ 1,248,038	\$ 107,776	\$ 20,186	\$ 1,500,344	
CIb - C&I Small Business	\$ 192,980	\$ 14,713	\$ 1,017,478	\$ 167,627	\$ 41,352	\$ 1,434,151	
CIc - C&I Multifamily Retrofit	\$ 19,479	\$ 1,490	\$ 9,875	\$ 4,103	\$ 34,947	\$ 70,894	
CIa - C&I Upstream Lighting	\$ 43,281	\$ 3,310	\$ 102,166	\$ 34,438	\$ 45,080	\$ 228,275	
CI - C&I Hard-to-Measure	\$ 79,582	\$ 55,987	\$ -	\$ 2,388	\$ -	\$ 137,958	
CIa - C&I Statewide Marketing	\$ -	\$ 55,987	\$ -	\$ -	\$ -	\$ 55,987	
CIb - C&I Statewide Database	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CIc - C&I DOER Assessment	\$ 79,582	\$ -	\$ -	\$ -	\$ -	\$ 79,582	
CId - C&I EEAC Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CIe - C&I Sponsorships & Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
CI - C&I Workforce Development	\$ -	\$ -	\$ -	\$ 2,388	\$ -	\$ 2,388	
CIg - C&I RAD and Demonstration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
GRAND TOTAL	\$ 1,302,798	\$ 316,511	\$ 9,789,598	\$ 2,272,283	\$ 364,269	\$ 14,045,459	
Total Demand Response	\$ -	\$ -	\$ -	\$ 241,000	\$ 56,841	\$ 297,841	
Residential Demand Response	\$ -	\$ -	\$ -	\$ 241,000	\$ 49,821	\$ 290,821	
Commercial Demand Response	\$ -	\$ -	\$ -	\$ -	\$ 6,219	\$ 6,219	
Total EE & DR	\$ 1,302,798	\$ 316,511	\$ 9,789,598	\$ 2,513,283	\$ 430,309	\$ 14,342,499	

as Percent

Program	PA Costs	EMV	Total PA Costs
A - Residential	39.1%		39.1%
AI - Residential Whole House	35.4%		35.4%
AIa - Residential New Construction	21.1%		21.1%
AIb - Residential Multi-Family Retrofit	35.6%		35.6%
AIc - Residential Home Energy Services - Measures	37.8%		37.8%
AId - Residential Home Energy Services - RCS	22.8%		22.8%
AIe - Residential Behavior/Feedback Program	48.0%		48.0%
A2 - Residential Products	25.8%		25.8%
A2a - Residential Heating & Cooling Equipment	81.2%		81.2%
A2b - Residential Consumer Products	63.3%		63.3%
A2c - Residential Lighting	54.3%		54.3%
A3 - Residential Hard-to-Measure	71.2%		71.2%
A3a - Residential Statewide Marketing	0.0%		0.0%
A3b - Residential Statewide Database	85.7%		85.7%
A3c - Residential DOER Assessment	0.0%		0.0%
A3d - Residential EEAC Consultants	59.6%		59.6%
A3e - Residential Sponsorships & Subscriptions	35.2%		35.2%
A3f - Residential HEAT Loan	0.0%		0.0%
A3g - Residential Workforce Development	44.4%		44.4%
A3h - Residential RAD and Demonstration	22.3%		22.3%
A3i - Residential Education	21.9%		21.9%
B - Low-Income	21.5%		21.5%
BI - Low-Income Whole House	18.6%		18.6%
BIa - Low-Income Single Family Retrofit	37.5%		37.5%
BIb - Low-Income Multi-Family Retrofit	69.1%		69.1%
BIc - Low-Income Hard-to-Measure	0.0%		0.0%
B2a - Low-Income Statewide Marketing	83.0%		83.0%
B2b - Low-Income Statewide Database	0.0%		0.0%
B2c - Low-Income DOER Assessment	0.0%		0.0%
B2d - Low-Income Energy Affordability Network	0.0%		0.0%
B2e - Low-Income Sponsorships & Subscriptions	24.1%		24.1%
C - Commercial & Industrial	29.1%		29.1%
CI - C&I New Construction	28.0%		28.0%
CIa - C&I New Buildings & Major Renovations	29.6%		29.6%
CIb - C&I Initial Purchase & End of Useful Life	23.0%		23.0%
CIc - C&I Retrofit	45.5%		45.5%
CIa - C&I Existing Building Retrofit	41.6%		41.6%
CIb - C&I Small Business	74.4%		74.4%
CIc - C&I Multifamily Retrofit	0.0%		0.0%
CIa - C&I Upstream Lighting	81.6%		81.6%
CI - C&I Hard-to-Measure	0.0%		0.0%
CIa - C&I Statewide Marketing	0.0%		0.0%
CIb - C&I Statewide Database	0.0%		0.0%
CIc - C&I DOER Assessment	0.0%		0.0%
CId - C&I EEAC Consultants	0.0%		0.0%
CIe - C&I Sponsorships & Subscriptions	0.0%		0.0%
CI - C&I Workforce Development	9.6%		9.6%
CIg - C&I RAD and Demonstration	0.0%		0.0%