

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

DATE: Wednesday, June 10, 2026
LOCATION: Cape Light Compact Offices – Martha’s Vineyard Conference
Room: 261 Whites Path, Unit 4, South Yarmouth
TIME: 2:00 – 4:30 p.m.

Note: The meeting will be held as a hybrid meeting (in-person and through remote participation) pursuant to St. 2025, c. 2, which extends the temporary provisions pertaining to remote meetings of public bodies under the Open Meeting Law to June 30, 2027. Members of the Public can join in by audio and follow along with Meeting Materials, see the information below. Written public comments should be submitted to Margaret Song, Compact Administrator, at msong@capelightcompact.org by 2:00 PM on Tuesday, June 9, 2026, and should follow the public comment protocol below. Written public comments received after the June 9th deadline will be distributed prior to the Compact’s next Board meeting.

Telephone dial-in: +1 (646) 558-8656
Meeting ID: 751 421 7410
Passcode: 2026261

AGENDA

1. Public Comment
2. Approval of May 13, 2026, Open Session Minutes
3. Chairman’s Report, David Anthony
 - a. Cape and Vineyard Electric Cooperative (CVEC) Update
 - b. Summer Executive Committee and Governing Board meeting schedule
4. Energy Efficiency Residential seasonal promotion – Stephen McCloskey
5. Energy Efficiency Commercial and Industrial heat pump rebate update – Lindsay Henderson
6. 2025 Energy Efficiency Plan Year Report – Miranda Skinner
7. Joint Powers Agreement Amendments – Vote to approve Fourth Amended and Restated Joint Powers Agreement of the Cape Light Compact JPE – Margaret Song
8. Cape Light Compact JPE Administrator title update – Vote to update position title to Chief Administrative Officer – Margaret Song
9. Energy Efficiency Customer Profile Dashboard Update – Miranda Skinner
10. Power Supply Update – Mariel Marchand
11. Vote related Cape Light Compact JPE Disposal of Surplus Asset Policy – Briana Kane
12. Budget review – Phil Moffitt

13. Administrator's Report

- Cape Cod Climate Change Collaborative is renamed Climate Leadership Council
- Senator Creem's Legislative Hearing on "The Value of Mass Save Program":
<https://malegislature.gov/Events/Hearings/Detail/5690>

Board Member Update (Reserved for Updates on Member Activities the Chair Did Not Reasonably Anticipate Would be Discussed – No Voting)

Cape Light Compact Public Comment Protocols

for Governing Board Meeting

(June 2023)

The Cape Light Compact Governing Board has adopted the following protocols to assist the public in effective participation in its Governing Board meetings, where some Board Members, staff and members of the public may be participating remotely:

1. Members of the public are welcome to address the Compact Board during the public comment section of the meeting or in writing.
2. Members of the public addressing the Compact Board at the meeting must state their name, and if appropriate the name of the organization the person is representing. Oral comments must be limited to three minutes.
3. Members of the public may also submit written comments. Written comments shall be submitted in writing to the Compact Administrator, Margaret Song, at msong@capelightcompact.org by 2 p.m. on the Tuesday before a scheduled Compact Governing Board meeting (or such other time as may be established by the Compact Administrator). Written comments must include a person's name and, if appropriate, the name of the organization the person is representing. Public comments received after the deadline will be distributed prior to the Compact's next Board meeting.
4. Members of the public addressing the Compact Board may not use fighting words, slander, unreasonably loud or repetitive speech, or speech so disruptive of the Compact Board meeting that the deliberative process is substantially interrupted or impaired. Speakers may not disrupt others. Speech must be peaceable and orderly.
5. All written public comments submitted in advance consistent with these protocols shall be included in the Compact's Board meeting packet.
6. Board members and staff cannot respond to public comments for topics not on the current agenda during the Board meeting. The Cape Light Compact Board may respond to comments either by putting them on the agenda of a subsequent meeting or by requesting the administrator or staff to respond to the comment.
7. Copies of the Board meeting packet will generally be made available to members of the public in advance of the meeting at the Cape Light Compact JPE's web site at www.capelightcompact.org Documents exempt from disclosure pursuant to the Public Records Law or protected by the attorney-client privilege shall not be included.

**Cape Light Compact JPE
Governing Board
Meeting Minutes
Wednesday, May 13, 2026**

The Cape Light Compact JPE Board of Directors met on Wednesday, May 13, 2026, at 2:00 p.m. The meeting was held as a hybrid meeting (in-person and through remote participation) through a Zoom videoconference for members of the Board with audio call-in available for members of the public, pursuant to St. 2025, c. 2, which, among other things, extends the temporary provisions pertaining to remote meetings of public bodies under the Open Meeting Law to June 30, 2027.

Participating In-Person Were:

1. David Anthony, Chair/Executive Committee, Barnstable
2. Robert Schofield, Executive Committee, Bourne
3. Valerie Bell, Executive Committee, Harwich
4. David Jacobson, Executive Committee, Orleans
5. Joyce Flynn, Executive Committee, Yarmouth
6. Colin Odell, Vice Chair/Executive Committee, Brewster
7. Nathaniel Mayo, Provincetown
8. Tom McNellis, Secretary/Executive Committee, Eastham

Participating Remotely Were:

1. Bill Doherty, Bourne Alternate
2. Tim Carroll, Chilmark
3. Alan Strahler, Edgartown
4. Scott Mueller, Falmouth
5. Nicola Blake, Executive Committee, West Tisbury
6. Brian Miner, Chatham

Absent Were:

1. Forrest Filler, Aquinnah
2. Tristan Israel, Dukes County
3. Peter Meleney, Oak Bluffs
4. Leanne Drake, Sandwich
5. Russ Hartenstine, Tisbury
6. Suzanne Ryan-Ishkanian, Wellfleet
7. Chris Palmer, Truro
8. Brad Crowell, Dennis
9. Wayne Taylor, Mashpee

Legal Counsel Participating Remotely:

Audrey Eidelman Kiernan, Esq., KO Law, P.C.

Staff Participation In-Person:

Briana Kane, Deputy Director
Tatsiana Nickinello, Senior Energy Efficiency Analyst
Jason Bertrand, Marketing and Communications Coordinator

Staff Participating Remotely:

Anneliese Haskell, Data Services Coordinator
Kim Grant, Town Energy Coordinator
Mariel Marchand, Power Supply Planner
Phil Moffitt, Chief Financial Officer
Laura Selmer, Senior Energy Efficiency Analyst
Dan Schell, Technical Services Manager
Miranda Skinner, Senior Analyst
Rebecca Martin, Outreach Coordinator
Stephanie Spadoni, Energy Efficiency Analyst

Public Participants:

Sakiko Isomichi
Carol Magenau

David Anthony called the meeting to order at 2:06 PM.

Public Comment:

No written comments were received in advance of the meeting, and no public comments were made.

APPROVAL OF MINUTES:

The Board considered the April 8, 2026, Open Session Meeting Minutes.

A correction was noted on page 4, paragraph 3. The word “projects” needs to be changed to “products”.

Robert Schofield moved the Board to accept the minutes with the edit and release them, seconded by Colin Odell.

David	Anthony	Barnstable	Yes
Robert	Scofield	Bourne	Yes
Colin	Odell	Brewster	Yes
Brian	Miner	Chatham	Yes
Tim	Carroll	Chilmark	Yes
Tom	McNellis	Eastham	Yes
Alan	Strahler	Edgartown	Yes
Scott	Mueller	Falmouth	Yes
Valerie	Bell	Harwich	Yes
David	Jacobson	Orleans	Yes
Nate	Mayo	Provincetown	Yes
Nicola	Blake	West Tisbury	Yes
Joyce	Flynn	Yarmouth	Yes

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

CHAIRMAN’S REPORT:

David Anthony reported on participation in the Big Blue Conference in Falmouth. Cape Light Compact (CLC) was one of the primary sponsors. He described the event as an excellent opportunity to showcase energy-related initiatives and connect with community members, including many young and older participants. For instance, one notable group was the Old Ladies Against Underwater Garbage (OLAUG) who advance their mission of cleaning bodies of water and removing trash.

The Big Blue highlighted various environmental and energy-related programs and demonstrations. The event had strong attendance from both the community members and various organizations including Eversource and the Cape Cod Chamber of Commerce. David Anthony noted that he would like to see more events with networking opportunities between municipal leaders and energy advocates to affect local policy.

David Anthony congratulated Margaret Song on receiving her Massachusetts Certified Public Purchasing Official (MCPPO) designation administered by the Office of the Inspector General. To be awarded, the participant must complete a series of extensive courses coupled with experience required for public procurement certification under Massachusetts General Law. Briana Kane was assisting in covering the Board meeting, while Margaret was attending a competing meeting for 2028-2030 planning.

Discussion took place about recent development of the Heat Pump training programs at Cape Cod Community College (CCCC). CCCC is expanding their course offerings after receiving approximately \$1 million dollars in funding from MassCEC. The Board noted the importance of training technicians to meet growing market demand, and referenced other strong HVAC and refrigeration programs at Upper Cape Tech and Cape Cod Tech. Several members noted workforce housing remains a significant challenge in attracting and retaining technicians on Cape Cod.

2026 STAFFING REVIEW:

Briana Kane presented an overview of staffing changes and organizational restructuring following leadership transitions and reflecting operational needs. The updated organizational chart was presented.

Organizational updates included promotions into senior analyst and managerial roles. Briana Kane presented staff responsibilities with updates across marketing, communications, data services, IT, and program management teams. Some positions were explained per the Board members' inquiries: data services and reporting oversight is performed by Anneliese Haskell; Angela Hurwitz is leading IT support; Dan Schell's position is a Technical Services Manager. The organizational chart was shared for further clarification.

David Anthony stated that organizational evolution is expected as leadership develops and staffing aligns with operational needs. He also added that the Board relies on Margaret Song to oversee the staff but at the same time it is instrumental to know everyone's roles.

The Board raised concern regarding use of the title "Deputy Director," noting potential confusion with municipal board of director roles under the Joint Powers Agreement (JPA). Possible change to Deputy Administrator title was suggested. David Anthony acknowledged the concern and stated staff would review the terminology.

Board members discussed use of AI in operations and data management. Valerie Bell mentioned that Federal Government encourages the use of AI. Briana Kane reported that currently AI is being monitored cautiously by CLC as well as other Program Administrators. However, human oversight remains essential. Future AI policy

development will likely be necessary. For CLC specifically, vendors continue to follow standardized templates and formatting requirements. Briana Kane also added that she and Angela Hurwitz recently attended MMA-hosted AI training sessions. In addition, CLC is monitoring opportunities for the staff to continue receiving ongoing professional development and training.

MARKETING UPDATE AND DISCUSSION:

Jason Bertrand provided a marketing and outreach presentation focused on expanding community engagement and strengthening CLC branding. Current CLC's objectives are to build on successful campaigns, refresh creative branding, increase in-person community engagement, and emphasize CLC's local identity and community commitment.

Jason Bertrand explained that statewide marketing efforts involve multiple Program Administrators, with equal input from participating organizations regardless of budget share. Currently CLC is contracted with two marketing agencies: RDW (new creative agency) and Big Tree (local video production agency).

Jason Bertrand noted that RDW provided innovative concepts during the RFP process and that Big Tree offers strong local services at a competitive cost. The conversation took place about various outreach methods presently utilized such as E-newsletters, social media (Facebook, Instagram, LinkedIn), paid digital advertising and others. Jason Bertrand explained that organic social media is what a company posts, and it is viewed by followers, while paid social media has ability to be promoted to a larger pool of viewers. CLC is currently engaged in both of those marketing strategies. Paid marketing is an integral part of the campaign as it is trackable and has the ability to reach wider audiences.

Jason Bertrand added that CLC strives to attend in-person events allowing direct communication and engagement with community members. In 2025, CLC attended 30 events, and in 2026 staff have attended 11 events thus far. Vineyard Power, CLC's Community First Partner, also covers events on the Vineyard.

Colin Odell mentioned that CLC's messages can be a part of towns' updates and newsletters. For instance, in Brewster, there is an avenue to bring it up through email distribution lists. David Anthony agreed that using towns' email distribution lists to promote energy efficiency may be a good idea to explore. Briana Kane added that CLC can work to develop creative content for those efforts. Jason Bertrand mentioned that on the Vineyard, CLC's Community First Partner has been including program information in the local tax bills, and it had yielded positive outcomes for CLC.

Joyce Flynn requested a stack of flyers for the library and suggested participation in upcoming Yarmouth Special Town Meeting on June 21st.

As a part of an effort to strengthen community exposure, CLC plans to increase coordination with local banks, real estate agencies, libraries and other groups previously less engaged with the organization.

Board members discussed tailoring messaging for specific audiences and municipalities rather than relying on one-size-fits-all communications. David Jacobson noted that the Orleans Energy Navigators could be a resource for wider outreach. Tom McNellis also mentioned the annual Energy Committee Members meeting hosted by Liz Argo. CLC could consider developing some strategies for those groups to implement in their respective communities. Briana Kane noted that CLC wants to be very strategic with outreach by widening the reach to new audiences where they may gather.

A discussion was held regarding adding Board member bios and headshots to the CLC website. Some Board members expressed general support for participation. Briana Kane noted that CLC has done Board Spotlights in the past and this could be a recurring feature on CLC's social media. For those who are interested, they can reach out to Jason Bertrand.

The discussion pivoted towards trends in costs for various fuels and electricity. Colin Odell noted that it is important and valuable to make consumer-focused comparisons of heating costs across fuels available. He also noted the recent May issue of ASHRAE journal featuring an article providing practical homeowner guidance regarding heat pump systems written by Paul Raymer.

Valerie Bell requested that printed materials be dated to avoid outdated information. Briana Kane noted that CLC is dating the flyers and if not dated, it means they are outdated and need to be discarded. Jason Bertrand asked if the Board members would be willing to go to local community places (libraries, Senior Centers, etc.) and report back on the "condition" of materials CLC previously sent.

CLC staff are exploring development of a historical high-level timeline highlighting the organization's 30 years' development and long-standing community presence.

2028-2030 ENERGY EFFICIENCY PLAN: LOOKING AHEAD

Briana Kane provided an overview of the early planning process for the 2028–2030 Energy Efficiency Plan. Program Administrator meetings have begun, and the formal planning work begins in June 2026. Briana Kane noted that listening sessions hosted by the Energy Efficiency Advisory Council (EEAC) will be held to inform planning efforts. Program planning will take place from May 2026 up until the October 31, 2027 filing. The first draft of the plan will be filed in March 2027. PAs remain mindful of budget considerations.

Tom McNellis asked about the status of pending energy legislation and energy bills. Briana noted a virtual hearing is scheduled for May 27, after which additional updates may be available.

David Anthony stated the Board will continue receiving regular updates as major developments occur.

ADMINISTRATOR'S REPORT:

1. JPA letters sent out to Town Administrators and Managers in preparation for vote at June board meeting

Briana Kane on behalf of Margaret Song reported that JPA letters were sent to Town Administrators and Managers regarding the upcoming board vote scheduled for the June meeting.

2. Sierra Club - Cape Light Compact participation in recent meeting

Briana Kane reported that CLC participated in a Sierra Club session discussing energy efficiency programs and budget concerns.

Sierra Club asked questions about program impacts of potential budget reductions, workforce development considerations, and ongoing program design and budget considerations.

Colin Odell attended the session and noted that although attendance was modest, several influential participants were present. He also observed that the Sierra Club remains a strong supporter of energy efficiency initiatives.

BOARD MEMBER UPDATE:

Valerie Bell stated that Harwich hired a person to assist with grant writing. Valerie noted that she hoped this position would be able to support participation in climate leadership initiatives.

Colin Odell reported that Brewster Energy and Climate Action Committee currently has a vacancy. A recent resignation is affecting the quorum and he has been encouraging interested community members to apply. Additionally, Brewster is reviewing three proposals for a hybrid HVAC system for the Captain's Golf Course project. Weston & Sampson are the designers. Colin Odell mentioned that low temperature boilers are easier to convert to electric air-to-water heat pumps in the future. A hybrid system is likely to be selected in consideration of total cost.

David Jacobson stated that Orleans Fire Station project received funding approval. The project is hoping to receive approximately \$1 million from the state from grant opportunities. Tatsiana Nickinello from CLC is working with Pomroy Associates pertaining to the project's program enrollment.

Joyce Flynn reported that Yarmouth is creating a combined position for facilities manager and energy manager. The town also received a National Grid grant written by Liz Argo. David Jacobson expressed interest in understanding current National Grid grant opportunities and noted prior programs had been more focused on schools.

Tim Carroll reported that Chilmark voted on May 5 not to object to the JPA agreement.

David Anthony shared an update from Barnstable regarding installation of five new EV charging stations, with seven additional locations planned. He also discussed development of an EV revolving fund model that could incorporate business sponsorships to offset operational costs. Sean Hogan from Barnstable came up with an idea to generate funds to cover maintenance costs via business sponsorships allowing businesses to display their advertising on the EV charging station.

Brian Miner left the meeting at 3:44 PM.

ADJOURNMENT:

Motion to adjourn was made at 3:59PM moved by Robert Schofield, seconded by Joyce Flynn.

David	Anthony	Barnstable	Yes
Robert	Scofield	Bourne	Yes
Colin	Odell	Brewster	Yes
Tim	Carroll	Chilmark	Yes
Tom	McNellis	Eastham	Yes
Alan	Strahler	Edgartown	Yes
Scott	Mueller	Falmouth	Yes

Valerie	Bell	Harwich	Yes
David	Jacobson	Orleans	Yes
Nate	Mayo	Provincetown	Yes
Nicola	Blake	West Tisbury	Yes
Joyce	Flynn	Yarmouth	Yes

Motion carried in the affirmative (12-0-0)

Respectfully submitted,

Tatsiana Nickinello

LIST OF DOCUMENTS AND EXHIBITS:

- Meeting Notice/Agenda
- April 8, 2026, Draft Open Session Meeting Minutes
- Staff Chart
- Marketing Update Presentation
- 2028-2030 Energy Efficiency Plan timeline

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



Your Trusted, Local
Energy Resource

Residential Single Family Seasonal Promotion

June 10, 2026

Stephen McCloskey

2026 Summer Sizzler Offer

Residential Single-Family Initiative

What Is it?

A summer incentive for single-family (1-4) program participants.

What Is the Incentive?

\$200 e-gift card for signing weatherization contract as an outcome from the Home Energy Assessment.

Duration of Offer?

June 22nd, 2026 – September 30th, 2026

Who is Eligible?

- Any CLC customer that is recommended weatherization work from a new HEA during the duration of the offer.
 - For customers who have a HEA conducted in September, there will be a one-month lag time to sign contract by October 31st.
- Any CLC customer that currently has an open weatherization contract dating back to the beginning of 2025.
 - \$200 e-gift card if weatherization contract signed by July 31st
 - \$150 e-gift card if weatherization contract signed by August 31st
 - \$100 e-gift card if weatherization contract signed by September 30th

Deadline for Weatherization Work to be Completed?

December 31st, 2026.



**Cape Light
Compact**

Your Trusted, Local
Energy Resource

C&I Heat Pump Updates

June 10, 2026

Lindsay Henderson

Changes to C&I Heat Pump Rebate – effective 6/1/26

- Starting 6/1/26 – commercial heat pump projects over 35 tons (by account) will be processed directly by Program Sponsor
 - Previous threshold previously was 150 tons
 - Projects must meet certain cost-effectiveness criteria and will receive pre-approval letter if eligible with estimated incentive and timeline to install

Changes to C&I Heat Pump Rebate – effective 7/1/26

Project Size*	Pre-Approval Letter	Duration	How to Receive
Up to 35 tons	Through Rebate Commitment Letter (RCL)	4 months	MassSave.com/ciheatpump – choose the heat pump, then select “Request RCL Online”
Over 35 tons	Contact Program Sponsor for pre-approval letter	Determined by Sponsor	Mass Save Custom Incentives – submit application with proposal and specs to Sponsor for review

*Project size cap is based on the total heat pump tonnage for all projects by customer account as of 6/1/26

**Cape Light
Compact**



Questions?





Your Trusted, Local Energy Resource

2025 Energy Efficiency Plan-Year Report (DPU 26-63)

Miranda Skinner
Senior Regulatory Analyst

June 10th, 2026

Overview

- The Compact is on track to reach its three-year goals by the end of 2027
- In 2025 the Compact achieved:
 - 91% of the 2025 lifetime energy savings goal
 - 85% of the 2025 total benefit goal
 - spent 71% of its 2025 planned budget
- By the end of the three-year term the Compact expects to achieve:
 - Cost-effective programs with a benefit-cost ratio of 1.80
 - Program costs of \$244 million (90% of term goal)
 - Total benefits of \$445 million (95% of term goal)
 - Annual energy savings of 377k MMBtu (95% of term goal)
 - Lifetime energy savings of over 6 million MMBtu (97% of term goal)
 - Avoided CO₂ emission reductions of over 33,000 metric tons by 2030 (96% of term goal)



Significant Variances in Residential Programs Compared to Plan Goals

Residential New Homes & Renovations	<ul style="list-style-type: none"> Total program costs were 34% lower 	This variance is due to projects planned for 2025 going into 2026.
Residential Turnkey Solutions (1-4 Units)	<ul style="list-style-type: none"> Total program costs were 60% lower Lifetime all-fuel savings were 51% lower Total benefits were 53% lower 	These variances were driven by fewer than planned HEAs, envelope measures, and electrification measures.
Residential Turnkey Solutions (5+ Units)	<ul style="list-style-type: none"> Total program costs were 71% lower Lifetime all-fuel savings were 39% lower Total benefits were 50% lower 	These variances are due to fewer than planned envelope, lighting, and HVAC measure installations.
Residential Rebates	No significant variances	
Residential Connected Solutions	<ul style="list-style-type: none"> Total program costs were 38% higher 	This variance is due to more growth and performance than planned.



Significant Variances in Low Income Programs Compared to Plan Goals

Low Income
– Single
Family (1-4
Units)

Total Program Costs were **21% lower** due to fewer HVAC and hot water heater installations than planned.

Low Income
– Multifamily
(5+ Units)

Total Program Costs were **66% higher** due to higher than planned heat pump and hot water installations than planned.



Significant Variances in Commercial Programs Compared to Plan Goals



C&I New Buildings & Major Renovations

- No significant variances



C&I Existing Buildings

- Total program costs were **46% lower**
- This variance is due to projects having lower costs than planned for and completing fewer projects than planned.

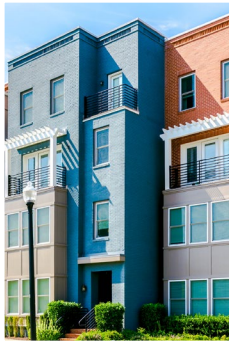


C&I Small Business Turnkey

- Total program costs were **35% lower**
- Lifetime all-fuel savings were **41% lower**
- Total benefits were **42% lower**
- These variances are due to lower than planned participation.



Significant Variances in Commercial Programs Compared to Plan Goals



C&I Multifamily

- Total program costs were **58% lower**
- This variance is due to fewer than planned HVAC, envelope, hot water, and lighting measures



C&I Equipment Rebates & Instant Incentives

- Total program costs were **25% lower**
- Lifetime all-fuel savings were **41% lower**
- Benefits were **44% lower**
- These variances were due to fewer than planned packaged terminal heat pumps and lighting controls



C&I ConnectedSolutions

- Total program costs were **32% lower**
- Total benefits were **94% lower**
- These variances are due to a lack of large C&I customers with systems sophisticated enough to curtail load without impacting business operations. The benefits used in planning are not reflective of the actual results observed in 2025

Cost-Effectiveness

Program	Benefit-Cost Ratio
A - Residential	2.18
B - Low Income	1.43
C - Commercial & Industrial	2.05
Grand Total	1.93



Questions?



*Your Trusted, Local
Energy Resource*

What are significant variances?

- Significant variances are defined as:
 1. Variances between planned and actual core initiative budget of 15 percent or greater
 2. Variances between planned and preliminary core initiative total lifetime savings showing a decrease of 15 percent or greater
 3. Variances between planned and preliminary core initiative total benefits showing a decrease of 15 percent or greater
- Core initiatives that have a significant variance require an explanation



**Agenda Action Request
Cape Light Compact
Meeting Date: 6/10/2026**



Vote related to Joint Powers Agreement Updates

REQUESTED BY: *Margaret Song*

Proposed Motion(s)

I move that the Cape Light Compact JPE (“Compact”) Board of Directors vote to adopt a Fourth Amended and Restated Joint Powers Agreement of the Cape Light Compact JPE to include those certain amendments as noticed to the Compact’s Members on April 15, 2026.

The Chief Administrative Officer is authorized and directed to take all actions, and to execute and deliver all document necessary or appropriate to implement this vote.

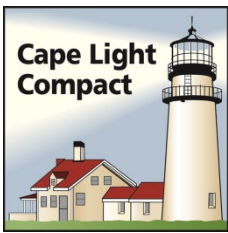
Additional Information

Please see the Board Meeting Packet for a sample notice to the Compact’s Members together with the proposed amendments as an attachment. The proposed amendments were also posted with today’s official meeting notice.

Record of Board Action

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

-
- 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*
-



Cape Light Compact JPE
261 Whites Path, Unit 4, South Yarmouth, MA 02664
Energy Efficiency 1.800.797.6699 | Power Supply 1.800.381.9192
Fax: 774.330.3018 | capelightcompact.org

April 15, 2026

BY FEDERAL EXPRESS AND ELECTRONIC MAIL

Select Board
c/o Town Administrator
Town of Aquinnah
65 State Road
Aquinnah, MA 02535

Re: Cape Light Compact JPE

Dear Jeffrey Madison:

The purpose of this letter is to inform the Town that the Governing Board of the Cape Light Compact JPE (the "Compact") intends to vote on updates to Compact's Third Amended and Restated Joint Powers Agreement dated as of April 10, 2024 (the "JPA"). The vote to adopt the proposed updates will take place at the June 10, 2026, Governing Board meeting, or at a later date if the Governing Board decides that a later date is more desirable or appropriate.

While the power to amend the JPA generally lies with the Governing Board, the Compact Members are required to be given advance notice under Article XV of the JPA which provides for at least thirty (30) days advance written notice prior to taking a Governing Board vote to adopt such amendment(s).

The Governing Board is proposing to amend Article XVI of the JPA as follows:

- (1) Deleted reference to the 3rd restated Agreement date and put in a blank for the 4th restated date;
- (2) Add a table of contents for ease of review;
- (3) Fixed some typographical errors through the document;
- (4) Updates to the recitals and removal of some of the old explanatory language that was still there from the 2017-time frame;
- (5) Removal of the transfer of operations section, as it is no longer a governing provision;
- (6) Restating some language from elsewhere in the agreement to provide additional clarity on the voting process for County members;
- (7) Reference to participation by video conference where it had only referenced phone in one instance;
- (8) Clarified that a majority of the Executive Committee must be physically present for a quorum, unless remote participation is otherwise authorized by applicable law, as that is our interpretation of the emergency law in place at present and if the Legislature were to authorize remote participation for good, then this language would not need another amendment;
- (9) Changed "shall" to "may," deleted "automatically" and added "by the Governing Board" in reference to the attendance provision for Directors that fail to attend at least half of the meetings annually;

Working Together Toward A Smarter Energy Future

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[Harwich](#) | [Mashpee](#) | [Oak Bluffs](#) | [Orleans](#) | [Provincetown](#) | [Sandwich](#) | [Tisbury](#) | [Truro](#) | [Wellfleet](#) | [West Tisbury](#) | [Yarmouth](#)

"This institution is an equal opportunity provider and employer."



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- (10) Updated language regarding the contents of the annual municipal aggregation reports to make that consistent with current practice;
- (11) Clarification that amendments to the Joint Powers Agreement that are to be approved by the Board may be approved by a vote (rather than execution of signature pages);
- (12) Addition of a provision to provide the Board flexibility to change the position title of the Compact Administrator by a vote of the Board rather than by the need for an amendment to the Joint Powers Agreement;
- (13) Clarified that the population count in Exhibit B is as of the original effective date and may be updated in accordance with Article XV (Amendment; Revision of Exhibits) (this provision allows the Administrator to update the Exhibit without need to amend the Agreement; and
- (14) Removed the sentence with a weblink to the Ethics Commission as the weblink is likely to change over time.

In addition to the amendments above, the Compact is required to provide notice of an administrative revision to Exhibit B. The relevant section that references Exhibit B is from Article XV (Amendment; Revision of Exhibits), and it says the following:

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.

Members having any comments on the proposed amendment are being asked to provide them to their Director in advance of the June meeting. Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Margaret Song".

Margaret Song
Cape Light Compact JPE Administrator

Enclosure: Fourth Amended and Restated Joint Powers Agreement of the Cape Light Compact JPE
cc: Forest Filler, Cape Light Compact JPE director (via email only)

Working Together Toward A Smarter Energy Future

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Draft 4-9-26

~~THIRD~~FOURTH AMENDED AND
RESTATED JOINT POWERS
AGREEMENT OF THE
CAPE LIGHT COMPACT JPE

~~(April 10, 2024)~~

(xx,xx, 2026)

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

(xx,xx, 2026)

This ~~Third~~Fourth Amended and Restated Joint Powers Agreement (“Agreement”) is effective as of ~~April 10, 2024,~~_____, 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~~expired 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~~IGA, 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); February 2, 2023 (the “Plan”); and

WHEREAS, the Compact currently operates a municipal aggregation competitive electric 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)~~Plan, 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, subject to G.L. c. 164, §134(b) and G.L. c. 25, §§19, 21, the Compact also provides comprehensive energy efficiency and decarbonization services to Cape Cod and Martha’s Vineyard through the Cape Light Compact Energy Efficiency Plan; and

WHEREAS, it ~~is~~was 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 there have been three prior amendments and restatements to this joint powers entities are afforded express liability protection from the acts and omissions of the entity agreement and the other participating members~~Directors of the Municipal Members desire to undertake additional administrative changes; 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 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~~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 any binding matters (e.g., 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 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 the Governing Board), the powers of the 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 or by video conference.

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.

A simple majority of the members of the Executive Committee (including the Chair or, in the Chair's absence, the person authorized to chair the meeting) must be physically present to attain a quorum, unless remote participation is otherwise authorized by applicable law. In order for a meeting of the Governing Board to convene and take action, additional members of the Governing Board equal to or greater than a majority of the Municipal Members of the Governing Board must be physically present or participating remotely (the "Additional Participating Governing Board Members"). By way of example, if the Governing Board has a total of twenty-one Municipal Members, and five members of the Executive Committee (including the Chair or, in the Chair's absence, the person authorized to chair the meeting) are physically present, an additional six Governing Board members must participate in person or remotely in order for a meeting to convene. If there are not enough Additional Participating Governing Board Members to attain a majority of the Governing Board, the provisions of Article V(C) (Executive Committee) shall apply to convening and taking action at a meeting to the meeting.

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. Directors may participate in meetings remotely in accordance with applicable laws regarding remote participation, including the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. 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 to the Director of any other Municipal Member, except as expressly set forth in the succeeding paragraphs. 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 plus the Additional Participating Governing Board Members, 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. Directors participating remotely are to be considered present and may vote. 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, as of the original effective date of this Agreement (as may be updated from time to time in accordance with Article XV (Amendment; Revision of Exhibits)), 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~~ may be ~~automatically~~ removed by the Governing Board, 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~~XVIII(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. From time to time the Governing Board may vote to change the position title of the Cape Light Compact JPE Administrator, without the need for an amendment to this Agreement.

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~~ 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 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 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~~XVIII(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; more specifically, the term will end July 21, 2046 unless extended by the Governing Board through an amendment to this Agreement prior to such date. 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).

C. ~~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). 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.~~

D. ~~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 December 13, 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⁺. On that date, the Cape Light Compact JPE became the legal and operational successor to the Compact.~~

~~ARTICLE XIX~~ARTICLE XVIII: 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.

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

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 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
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.~~

For so long as is required by the DPU, the Cape Light Compact JPE shall submit annual municipal aggregation reports to the DPU in such form and at such time as is required by the DPU.

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~~XVIII(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~~approved by a vote of 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~~XVIII(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 A

Members

1. Aquinnah
2. Barnstable
3. Bourne
4. Brewster
5. Chatham
6. Chilmark
7. Dennis
8. Eastham
9. Edgartown
10. Falmouth
11. Harwich
12. Mashpee
13. Oak Bluffs
14. Orleans
15. Provincetown
16. Sandwich
17. Tisbury
18. Truro
19. Wellfleet
20. West Tisbury
21. Yarmouth
22. Dukes County

EXHIBIT B

Weighted Voting

Name of Town	Population
Aquinnah	439
Barnstable	48,916
Bourne	20,452
Brewster	10,318
Chatham	6,594
Chilmark	1,212
Dennis	14,674
Eastham	5,752
Edgartown	5,168
Falmouth	32,517
Harwich	13,440
Mashpee	15,060
Oak Bluffs	5,341
Orleans	6,307
Provincetown	3,664
Sandwich	20,259
Tisbury	4,815
Truro	2,454
Wellfleet	3,566
West Tisbury	3,555
Yarmouth	25,023

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 79,686. For weighted voting purposes, Barnstable's vote would be weighted 61.39%, Bourne's vote would be weighted 25.67%, and Brewster's would be weighted 12.95%.

**Agenda Action Request
Cape Light Compact
Meeting Date: 6/10/2026**



-
- 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
-

Vote related to Chief Administrative Officer Title

REQUESTED BY: *Margaret Song*

Proposed Motion(s)

I move that the Cape Light Compact JPE Board of Directors vote to change the Cape Light Compact JPE Administrator’s title to Chief Administrative Officer.

The Chief Administrative Officer is authorized and directed to take all actions, and to execute and deliver all document necessary or appropriate to implement this vote.

Additional Information

The Joint Powers Agreement of the Cape Light Compact JPE establishes the position of a Cape Light Compact JPE Administrator. One of the amendments to the agreement adopted by the Governing Board provides the Governing Board the ability to change the title of that position from time to time. Taking this vote will align the title of Chief Administrative Officer that is currently used with the Joint Powers Agreement.

Record of Board Action

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



**Cape Light
Compact**



Your Trusted, Local Energy Resource

Updates to the Customer Profile Dashboard

Miranda Skinner
Senior Regulatory Analyst

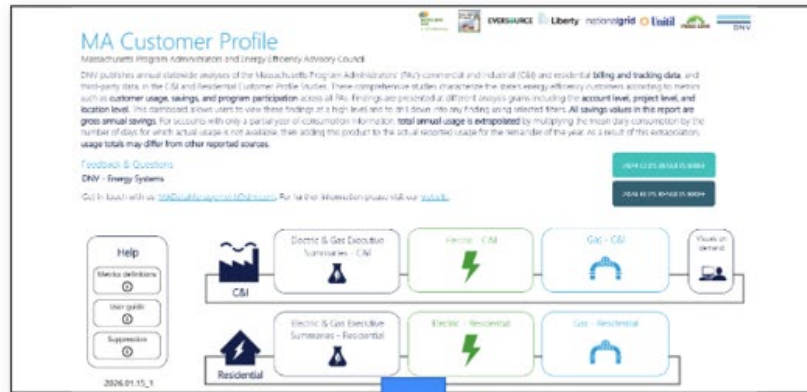
June 10th, 2026

Background

- Since May 2025 DNV has been redesigning the Customer Profile Dashboard to meet the needs of stakeholders
- Numerous rounds of input from All-in-Energy, AGO, DOER, EEAC Consultants, Town Energy Managers, select group of CLC board members, Academics, CFP contacts, and PA staff
- On May 1, 2026 the new site went live



Improved Organization



Old landing page



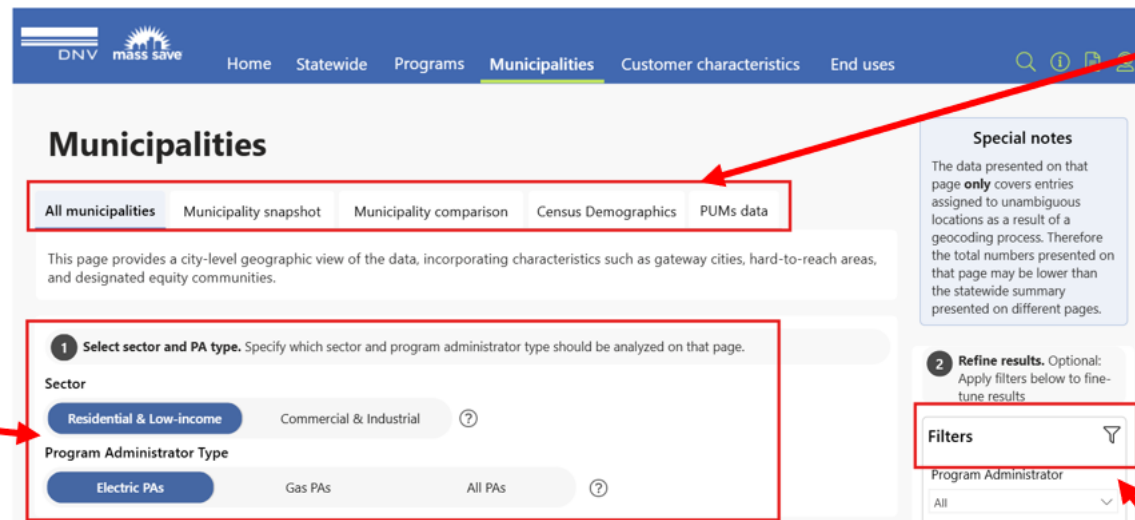
New landing page

Navigation bar on top of every page



Consistent and Intuitive Navigation

*Easy toggle
between Sector
and Fuel*



*Sub-sections
on most
pages*

*Filter panel
on right side*



Customizable Tables

3 Pick metrics. Activate any of the metrics below to add them to the table.

4 Choose topics. Select categories from the drop-downs below to populate the blue columns in the table.

Map Table

Metrics

- Select all
- Annual adj. gross sav. [kWh]
- Weatherized accounts
- Participants
- Incentives [\$]
- Active accounts
- Participant locations
- Participation rate [%]
- Locations
- Annual gross savings [kWh]
- Installed heat pumps
- Consumption [kWh]

Cross-tabulate by

Section specific topic: Municipality

- County
- Municipality
- Block group
- Electric Service Territory Assignment
- Gas Service Territory Assignment
- Gateway City
- Hard-to-Reach
- Community First Partnership
- Designated Equity Communities

Select additional topics

No additional topics selected

Annual gross savings [kWh], consumption [kWh], participants and municipality

	Annual gross savings [kWh]	Active accounts	Consumption [kWh]	
3	168,613	6,184	45,871,146	
1	13,941	9,080	63,760,636	
4	39,868	4,147	28,641,392	
9	322,992	4,075	20,894,711	
2	500,726	11,591	84,775,239	
6	3,555	328	3,188,960	
5	126,260	7,153	45,739,073	
Amherst	975	4,106	8,474	59,090,892

Customizable tables with ability to analyze data in different views

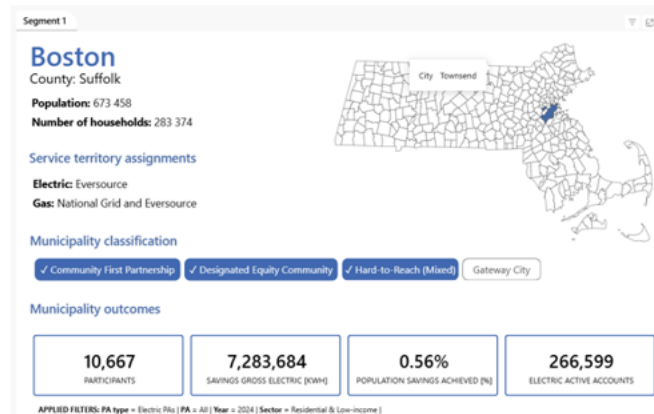
Toggle between table & map views for muni data

Customizable tables with ability to add new columns



New and Updated Municipality Section

Municipal Snapshot:
Profile including customizable table



Municipal Comparison:
Town 1 vs. Town 2 on key metrics



Includes new suppression standards which allows the dashboard to show more data.

Census Demographics: Municipal or Census Block Group

Analyze demographic data in the table below

This section displays a table with demographic information sourced from the U.S. Census Bureau's American Community Survey (ACS). ACS data reflects 2024 only. Program administrator metrics are shown for 2024 by default but can be updated via the filter.

Below, you can find a sample schema of the table structure.

Households income	Heating fuel	Units in structure	Tenure status	Vacancy status	Household language	Year built	Consumption PA data	Program PA data	BCR model data	Context
-------------------	--------------	--------------------	---------------	----------------	--------------------	------------	---------------------	-----------------	----------------	---------

Show by: **Municipality** Block group Apply filter to exclude unrelated rows Yes No

Residential & Low-income | Electric | 2024

Municipality	Household income Total	Household income <25k	Household income 25k-50k	Household income 50k-75k	Household income 75k-100k	Household income >100k
Abington	6,388	452	791	575	505	
Acton	9,409	685	804	916	646	



Live Demo

Customer Profile Dashboard



Comparison of Data Sources

	Customer Profile Dashboard	MassSave Data	CLC Town Reports
How frequently is the data updated?	Annually (December)	Quarterly	Monthly (10 th of each month)
	2025 data will be published in December 2026	Data published ~3 months after each quarter ends	Report posted ~1.5 months after the month ends
Data by town or zip code?	Yes – Municipalities tab	Yes – ZIP code KPI tab	Yes – each town has their own report
Does the data include gas customers in CLC territory?	Yes	Yes	No – CLC does not have participation data for gas customers.

These data sources go through different QC processes and the data is pulled at different points in time. Slight differences between the three sources is to be expected.



Questions?



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Links to Data Sources

- Customer Profile Dashboard
 - <https://viewer.dnv.com/macustomerprofile/entity/2185/report/3555>
- Mass Save Data
 - www.masssavedata.com
- CLC Monthly Town Reports
 - <https://www.capelightcompact.org/about/reports/monthly-town-energy-efficiency-reports/>





Your Trusted, Local Energy Resource

Cape Light Compact Electricity Supply Update

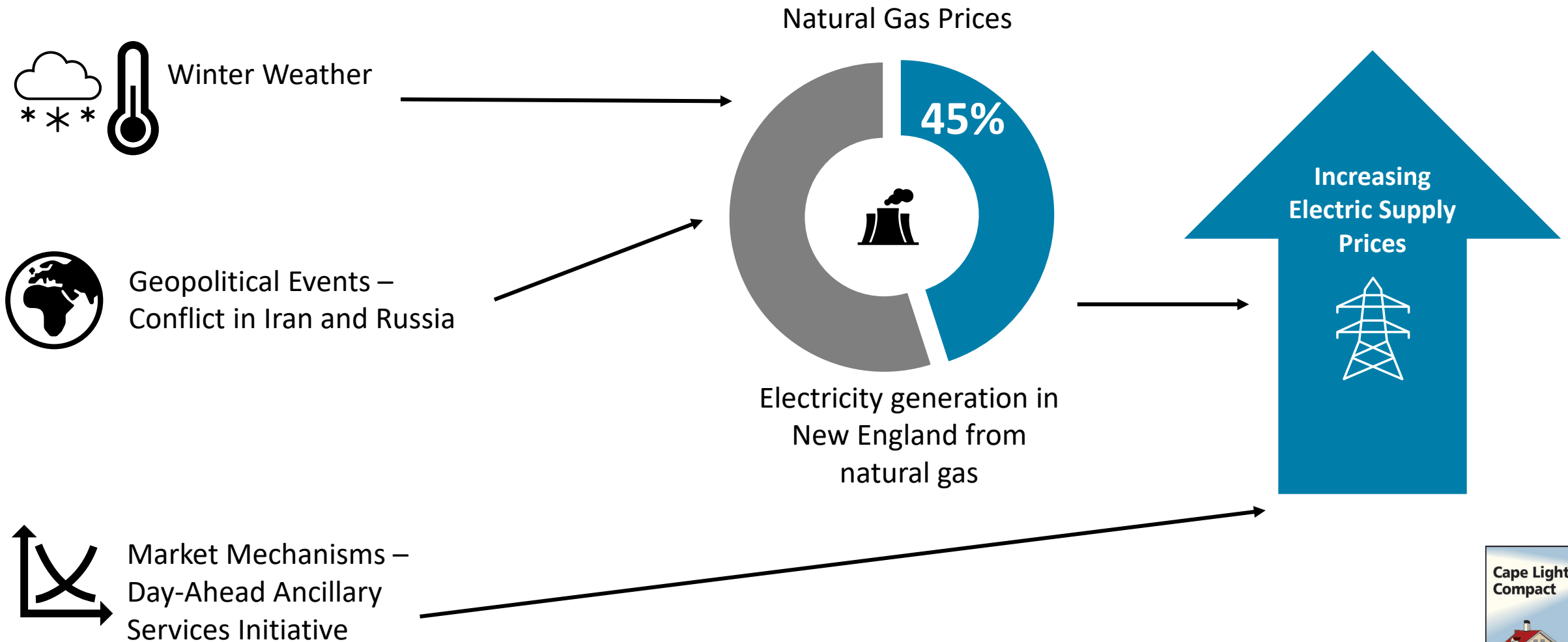
Cape Light Compact Governing Board
June 10, 2026

Electricity Supply Rates: July '26 – January '27

	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>
	<i>July '26 – Jan '27 cents/kWh</i>	<i>July '26 – Jan '27 cents/kWh</i>	<i>July '26 – Oct '26 cents/kWh</i>
CLC Standard	16.580	16.466	11.548
Local Green 50%	17.580	17.466	12.548
Local Green 100%	19.580	19.466	14.548
Eversource	17.323	16.761	11.578

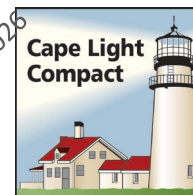


What is Driving Current Supply Prices?



Electric Supply Rate Comparison with NextEra

Cape Light Compact & Basic Service Residential Rates (2018 – present)





Your Trusted, Local
Energy Resource

Surplus Policy

Review and request for approval

Cape Light Compact Governing Board
June 10, 2026

Briana C. Kane, Deputy Director

Why we are bringing this to you today



Chapter 30B applies to the disposal of any supply with resale or salvage value.

<https://malegislature.gov/Laws/GeneralLaws/PartI/TitleIII/Chapter30B>



To dispose of surplus property, the Compact needs to follow written policy/procedures approved by the governmental body.



This policy defines the steps for the Compact to dispose of materials, equipment, residual inventory or other items that are no longer required or useful to be in compliance with Chapter 30B.

It does not address disposal of real property.



If needed, the Compact would identify surplus property and dispose of it accordingly and are looking for Board approval of the Surplus Policy.



THANK YOU!



**Agenda Action Request
Cape Light Compact
Meeting Date: 6/10/2026**



Vote related to Cape Light Compact JPE Disposal of Surplus Asset Policy

REQUESTED BY: *Briana Kane*

Proposed Motion(s)

I move that the Cape Light Compact JPE Board of Directors vote to adopt the Cape Light Compact JPE Disposal of Surplus Asset Policy as presented.

The Chief Administrative Officer is authorized and directed to take all actions, and to execute and deliver all document necessary or appropriate to implement this vote.

Additional Information

This policy complies with Massachusetts General Laws Chapter 30B, which requires adoption of a written policy regarding the disposal of surplus assets. This does not include real property.

Record of Board Action

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

-
- 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*
-

Cape Light Compact JPE Disposal of Surplus Asset Policy

Approved by the Cape Light Compact JPE Board – XX XX, 2026

Purpose: This policy currently complies with Massachusetts General Laws Chapter 30B which requires municipalities to adopt a written policy regarding the disposal of surplus property. If there are changes to Chapter 30B, the Cape Light Compact JPE (Compact) will align its policy with said changes.

Scope: From time to time the Compact finds it necessary to dispose of tangible supplies, materials, equipment, residual inventory or other items that are no longer required or useful. The following policy outlines the process to be followed when disposing of surplus items. The intent is to establish reasonable control over usage, surplus and obsolete material generation, handling, sale, and disposal. This policy applies to all surplus items regardless of value. It does not apply to disposal of real estate.

If the Compact determines it has surplus supplies, it needs to evaluate the resale value or salvage value of the items they need to dispose of through sound business practices. Once the value is determined, it is mandatory that the attached Declaration Form be completed and submitted to the Chief Procurement Officer (CPO) before disposing of any items. The Deputy Director and CPO are required to sign off on the Declaration Form. Once the form has been signed off on, the CPO or their designee can work with necessary staff to dispose of the surplus supplies.

Authority: The Compact Administrator, serving as CPO, or their designee, is responsible for implementing this policy.

Procedures:

- **Declaration of Surplus Property**

Property shall be declared surplus by the staff or designee responsible for the item, via written notice to the CPO or their designee. The notice must include a complete description of the item.

- **Valuation of Surplus Property**

The value of surplus property will be determined by the CPO or their designee using methods customarily accepted in commerce. These methods may include but are not limited to comparable sales; valuation tools such as Kelley Blue Book; market quotes; and estimates for parts and scraps from auto recyclers, junkyards, and metal scrap yards. Any funds received from the sale of surplus property shall be held and managed

by the Compact in accordance with G.L. c. 40, § 4A½ and the Joint Powers Agreement of the Cape Light Compact JPE.

Methods of Disposal:

Surplus Supplies with No Resale Value

- If the items have no resale value, the Compact needs to dispose of the materials in the best way possible that does not harm the environment. State Contract FAC 82 or equivalent can be used to remove most electronics that need to be recycled and any hazardous materials.
- For furniture, it is best to have a trash hauling company remove the items if they cannot be used and have no resale value.
- For vehicles and equipment that can be salvaged or sold, the Compact can contact auction companies. Online auction companies can also be used. If vehicles are not in working order, a junk yard should be contacted to remove the items.
- For any vehicle or equipment that had a Title and VIN Number, Title needs to be sent along with the declaration form to CPO.

Surplus Supplies with Value Less Than \$10,000

- Surplus Supplies that have some resale value, but, not more than \$10,000 can be sold or auctioned using any method. While there is no requirement to advertise, it is recommended that the Compact try to get best sale price by listing the item(s) on websites, online auction sites or whatever method they think works best for the items concerned.
- Once sold, insurance should be terminated for vehicles and equipment. Titles can be retrieved from the CPO and sent to the buyer after the sale information is completed on the Title.
- The check should be made out to the Cape Light Compact JPE and should be sent to the CPO with the signed declaration form.
- All checks and Bill of Sale should be sent to the CPO. All disposal of Compact property records will be kept by the CPO and will be shared with the Chief Financial Officer (CFO) so that items are removed from the Fixed Asset report.

Surplus Supplies with Value More Than \$10,000

- For any item with a market or re-sale value of \$10,000 or more, a Public Notice needs to be drafted and posted on the Compact's website. This Notice needs to describe the items, state where and when they can be inspected as well as the time and place bids are due.

- All items must be listed on the Surplus Declaration Form (attached) and sent to CPO and must be signed by the CPO and Deputy Director before any items are disposed.
- The Public Notice will be created and advertised by the CPO; a description and photos of items being sold will be completed by the CPO or designee, along with the Declaration form.
- Once sold, all checks must be made out to the Cape Light Compact JPE and sent to the CPO along with the Surplus Property Declaration Form.
- All checks and Bill of Sale should be sent to the CPO. All disposal of Compact property records will be kept by the CPO and will be shared with the CFO so that items are removed from the Fixed Asset report and if necessary, insurances canceled.

Surplus Supplies with Value of more than \$100,000

- Any item that has a resale value of more than \$100,000 must be advertised in the Goods and Services Bulletin. A description and photos of the item will be completed by the CPO.
- A Public notice will be created and placed in COMMBuys, on the Compact's website and published in the Goods & Services Bulletin. Public notice will state the description and give information pertaining to when and where item can be inspected as well as time and place of when and where the bids are due.
- Declaration form should list all items that are to be sold and needs to be sent to CPO and must be signed by the Board before any items are disposed. Award must be made to the bid with the highest offer to purchase.
- Once sold, all checks must be made out to Cape Light Compact JPE and sent to CPO along with the Surplus Property Declaration Form.
- All checks and Bill of Sale should be sent to the CPO. All disposal of Compact property records will be kept by the CPO and will be shared with the CFO so that items are removed from the Fixed Asset report and if necessary, insurances canceled.

Trade-ins

- Trade-ins are allowed. If purchasing a comparable replacement, the item may be traded in with its value deducted from the purchase price of the new item. Trade-in allowance value may be compared to a common commercial value from Kelley Blue Book or similar valuation standard. Document the trade-in, in writing. The CPO must be informed of the trade and will be shared with the CFO so that items can be removed from Insurance and Fixed Asset Reports.

By charitable donation:

- MGL Chapter 30B, Section 15(g) allows local jurisdictions to dispose of tangible supplies no longer useful to the Compact, to 501(c)(3) organizations. The Compact must first determine if the donation violates the Anti-Aid Amendment to the Massachusetts Constitution or other applicable laws. The nature and their current status of the organization must also be verified. Any donation valued at \$10,000.00 or more must be in writing in accordance with Internal Revenue regulations; document the donation, in writing. Additionally, notwithstanding any other requirement of this section, a governmental body may by majority vote, unless otherwise prohibited by law, dispose of a tangible supply no longer useful to the governmental body but having resale or salvage value, at less than the fair market value to a charitable organization which has received a tax exemption from the United States by reason of its charitable nature.

Compliance with Conflict-of-Interest Law: All actions taken under this policy shall be consistent with the Conflict-of-Interest Law, Massachusetts General Laws Chapter 268A.

Surplus Property Disposition Request

Date of Request: _____

Item to be disposed: _____

Reason for Request: _____

Estimated Value of Item: _____

Description of Item:

Deputy Director Signature

Date

CPO Signature

Date

CPO use only
Method used:
Date advertised:
Sold to:
Date Disposed:
Amount sold for:
Receipt Attached:

SAMPLE NOTICE OF SALE

The Compact wishes to dispose of property in accordance with its surplus property policy. The Compact will accept sealed bids for the items described herein until **Time AM or PM on MM/DD/YYYY at location to send sealed bids** at which time the sealed bids will be opened in public.

Or

The Compact will hold a public auction for the items described herein on **Time AM or PM on MM/DD/YYYY at location of auction.**

The items may be viewed **at Viewing location** during **normal business hours/specific date time.**

The property consists of the following:

Include a brief description of the item.

Example: Year, Make, model, and condition of a vehicle, for example. A photograph would be appropriate for web based or printed flyers (not worth the added cost for newspaper advertisements).

Winning bids shall be the highest offer received on any item or the aggregate high price if bidding on multiple items as a package when compared to individual bids on the same items from all other submittals. Awardees must pay by cash or bank check, in full, and take possession of the item on the date of award or by **Date determined by Compact for pick-up of item.**

All sales are final.

The Compact reserves the right to set a minimum bid and to reject any and all bids received it deems to be in the best interest of the Compact. All bidders must submit a non-collusion form with sealed bids or in order to be eligible to participate in an auction.

SAMPLE CERTIFICATION OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this proposal or bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

Signature of individual submitting bid or proposal

Name of Business



Your Trusted, Local
Energy Resource

Budget Review

Cape Light Compact Governing Board
June 10, 2026

Phil Moffitt, Comptroller

2026 Energy Efficiency Budget

2026 Budgeted (Based on 2026 EES)

Program	PACosts					
	PP&A	Marketing	Incentives	STAT	EMV	Total PACosts
A - Residential	\$ 2,241,994	\$ 1,260,777	\$ 31,020,908	\$ 9,715,686	\$ 530,201	\$ 44,769,566
B - Low Income	\$ 1,223,001	\$ 299,208	\$ 18,995,962	\$ 4,895,144	\$ 214,161	\$ 25,627,477
C - Commercial & Industrial	\$ 1,028,021	\$ 471,258	\$ 11,106,741	\$ 3,023,974	\$ 552,735	\$ 16,182,730
GRAND TOTAL	\$ 4,493,016	\$ 2,031,243	\$ 61,123,612	\$ 17,634,804	\$ 1,297,098	\$ 86,579,773

2026 Actuals through May 2026

Program	PACosts					
	PP&A	Marketing	Incentives	STAT	EMV	Total PACosts
A - Residential	\$ 774,005	\$ 190,055	\$ 9,652,308	\$ 2,004,389	\$ 120,782	\$ 12,741,538
B - Low Income	\$ 344,760	\$ 54,222	\$ 2,894,690	\$ 784,244	\$ 49,597	\$ 4,127,513
C - Commercial & Industrial	\$ 419,584	\$ 60,765	\$ 2,047,910	\$ 995,830	\$ 99,661	\$ 3,623,750
GRAND TOTAL	\$ 1,538,349	\$ 305,042	\$ 14,594,907	\$ 3,784,463	\$ 270,040	\$ 20,492,800

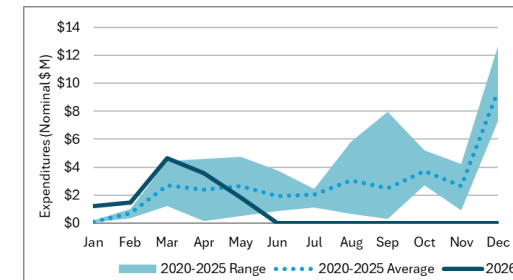
2026 Actuals as Percent of Budgeted

Program	PACosts					
	PP&A	Marketing	Incentives	STAT	EMV	Total PACosts
A - Residential	34.5%	15.1%	31.1%	20.6%	22.8%	28.5%
B - Low Income	28.2%	18.1%	15.2%	16.0%	23.2%	16.1%
C - Commercial & Industrial	40.8%	12.9%	18.4%	32.9%	18.0%	22.4%
GRAND TOTAL	34.2%	15.0%	23.9%	21.5%	20.8%	23.7%

Key: PP&A – Program, Planning & Administration; STAT – Sales, Technical Assistance & Testing; EMV – Evaluation, Measurement & Verification

- Spending thru May 2026
- Overall spending = 24% of the budget thru 42% of the year
- Hockey stick effect = less spending in Q1, more spending in Q4

Residential



- On track to stay within budget



2026 Operating Budget

ACCOUNT DESCRIPTION	ORIGINAL APPROP	EXPENDED - MAY	% USED
OP-SALARIES	160,800	70,279	44%
OP-SALARY RESERVE	21,000	0	0%
OP-DEF COMP - EMPLOYER CONTR	7,200	1,768	25%
OP-RETIREMENT	26,000	0	0%
OP-GROUP INSURANCE	43,000	10,183	24%
OP-MEDICARE/OTHER TAXES	3,000	1,165	39%
OP-STATE UNEMPLOYMENT INS	300	217	72%
OP-MISC FRINGES	150	14	9%
OP-OPEB LIABILITY	9,600	8,236	86%
OP-UTILITIES	150	70	47%
OP-MISC RENTALS	850	132	16%
OP-RENT	7,245	3,019	42%
OP-CUSTODIAL SERVICES	3,500	894	26%
OP-ADVERTISING	50,000	20,516	41%
OP-PUBLIC MARKETING SUPPORT	25,000	935	4%
OP-IT SERVICES	4,000	1,182	30%
OP-STAFF PROFESSIONAL DEVELOP	8,000	2,658	33%
OP-PAYROLL SERVICES	300	98	33%
OP-LEGAL SERVICES	343,000	66,538	19%
OP-AUDIT FEES	15,000	329	2%
OP-TREASURY SERVICES	7,500	958	13%
OP-CONTRACTUAL	25,000	2,845	11%
OP-OUTREACH/MARKETING CONTRACT	35,000	1,496	4%
OP-POSTAGE	10,000	5,000	50%
OP-TELEPHONES	2,500	759	30%
OP-INTERNET	2,000	458	23%
OP-PRINTING	14,000	6,016	43%
OP-SUPPLIES	1,000	0	0%
OP-BUILDING RENOVATIONS	1,500	0	0%
OP-FOOD SUPPLIES	8,500	6,357	75%
OP-TRAVEL IN STATE	9,500	317	3%
OP-TRAVEL OUT STATE	10,000	2,725	27%
OP-SPONSORSHIPS	55,000	23,990	44%
OP-SUBSCRIPTIONS	35,000	14,762	42%
OP-SOFTWARE LICENSES	4,000	602	15%
OP-INSURANCE	6,000	0	0%
OP-UNPAID BILLS	500	0	0%
OP-MISC EQUIPMENT	1,200	684	57%
OP-FINANCIAL SOFTWARE SYSTEM	3,900	0	0%
Total OPERATING FUND	960,195	255,201	27%

- Spending thru May 2026
- Retirement Expenditure will hit in July and will be less than budgeted
- Overall spending = 27% of the budget thru 42% of the year
- On track to stay within budget
- Next Update in October 2026

