

Recommendations for County Resources and Policies in Wastewater Planning and Implementation

Final Report

January 2, 2013

Andrew Gottlieb, Executive Director, Cape Cod Water Protection Collaborative
Paul Niedzwiecki, Executive Director, Cape Cod Commission

The Charge

Suggest ways to optimize County and CCC resources and policies to solve the problem in a manner consistent with the priorities that follow:

1. Result in a more timely clean up and protection of Cape waterways,
2. Minimize the infrastructure built to improve water quality,
3. Minimize the overall cost of wastewater management, and
4. Lower the impact on individual rate payers.

The County's Record in Supporting Local Wastewater Efforts

- Over the last 10 years:
 - Technical expertise
 - Funding
 - Public Outreach
 - Facilitation of more than 50 discussions across Cape Cod in 2012 to date.
- And in to the future:
 - A clear wastewater management plan
 - Guidance on the need to address management issues on a hyper-local basis around each watershed

Challenges

Our analysis has revealed that towns are challenged by many fundamental factors that are independent of local will or commitment to addressing the issue of wastewater.

Those challenges include:

- Limited Local Resources
- Inter-municipal Cooperation
- Resource Constraints
- Regulatory Constraints

Final Recommendations

1. Based on our findings and formal input from the majority of Cape towns we have determined that the appropriate role for the County and the Commission is one that builds upon, but does not supplant, the important and ongoing local initiatives. County and Commission should assist towns with adjustments to local plans to account for regulatory flexibility, financing options and the need for increased local cooperation.
2. Stay local. The logical planning and management scale for the most economical and logical solutions is at the watershed level.

3. County and the Commission role should facilitate watershed level local discussions to identify appropriate solutions for increased environmental protection and appropriate infrastructure, that minimizes the overall cost of management and lowers the impact on individual rate payers.

4. The County and the Cape Cod Commission can and should:

- Provide planning and engineering assistance,
- Provide guidance to enhance the local planning process,
- Advocate on behalf of the region for the type of regulatory reform and innovation that would enable the Cape to devise and implement solutions over a time period that meets our needs, and
- Advocate on behalf of a Cape-wide contribution from the state and federal governments of half the overall capital cost of all management solutions.

5. Focus on the creation and deployment of analytical tools that enable local decision makers to assess and analyze most realistic and viable options.

6. The County Commissioners should resolve and forward to the Collaborative and the Commission the following guidance:

Seek to solve the wastewater problem:

1. With the least amount of infrastructure possible
2. Retaining as many onsite systems as possible while meeting water quality standards
3. Utilizing adaptive management techniques to assess the impact of initial measures on water quality and make changes as needed.
4. Commit to the use of alternative, technologies and enhanced natural attenuation as meaningful part of local strategies,
5. Support the development and implementation of inter-municipal agreements to managing wastewater.

7. The County should assume the role if being a taxpayer advocate to developing strategies to lower the cost and impact of the protecting water resources on the taxpayers and residents of Cape Cod.

8. No new Cape wide entity is recommended to implement wastewater management improvements

9. MWRA style, reliance on large treatment plants for the Cape is not recommended

BARNSTABLE COUNTY

In the Year Two Thousand and Thirteen

Proposed Ordinance 13-__

To add to the County's operating budget for Fiscal Year 2013, as enacted in Ordinance No. 12-04, by making supplemental appropriations for the Fiscal Year two-thousand and thirteen.

Section 1.

Based on a revised estimate of income of Barnstable County for the current fiscal year, made as of February 1, 2013, the sums set forth in section one, for the several purposes set forth therein and subject to the conditions set forth in sections four through twelve of Barnstable County Ordinance 12-04, are hereby appropriated from the General Fund as supplemental appropriations for Barnstable County for the fiscal year ending June thirtieth, two-thousand and thirteen. Said funds shall be derived from the Capital Improvement Reserve.

<u>Budget #</u>	<u>Sub-Program</u>	<u>Group</u>	<u>\$ Amount</u>	<u>Total</u>
	COUNTY SERVICES			
0012118	Building Conversion:Gym to Lab, Facilities Department			
	Generator	8	68,535	
	Lab Furnishings/Casework	8	132,500	
	Second Floor Finishing	8	23,850	\$224,885

Section 2.

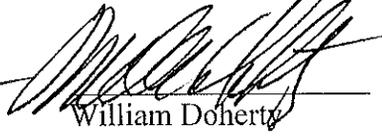
Based on a revised estimate of income of Barnstable County for the current fiscal year, made as of February 1, 2013, the sums set forth in section one, for the several purposes set forth therein and subject to the conditions set forth in sections four through twelve of Barnstable County Ordinance 12-04, are hereby appropriated from the General Fund as supplemental appropriations for Barnstable County for the fiscal year ending June thirtieth, two-thousand and thirteen. Said funds shall be derived from the fiscal year 2013 Statutory Reserve.

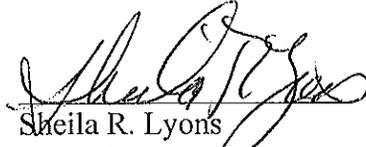
<u>Budget #</u>	<u>Sub-Program</u>	<u>Group</u>	<u>\$ Amount</u>	<u>Total</u>
	COUNTY SERVICES			
0012118	Building Conversion:Gym to Lab, Facilities Department			
	Exterior Paving/Lights	8	57,100	
	First Floor Finishing	8	140,852	
	Second Floor Finishing	8	28,675	
	Tile/Flooring	8	42,678	\$269,305

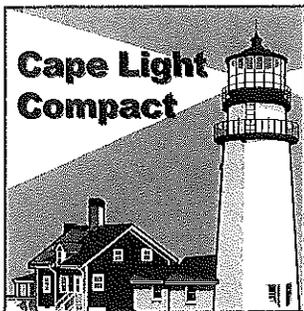
TOTAL SUPPLEMENTAL APPROPRIATION \$ 494,190

Approved by the Board of County Commissioners 2/6/13 (date), at 11:45 (time).


Mary Pat Flynn
Chairman


William Doherty
Vice-Chairman


Sheila R. Lyons
Commissioner



Cape Light Compact

Tel: (508) 375-6644 • Fax: (508) 362-4136

www.capelightcompact.org

POST OFFICE BOX 427 • BARNSTABLE SUPERIOR COURT HOUSE • BARNSTABLE, MASSACHUSETTS 02630

Ten Facts You Need to Know About Cape Light Compact

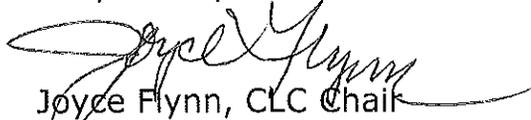
1. Cape Light Compact is a public entity whose members are the 21 towns and two counties of Cape Cod and Martha's Vineyard. CLC's board members are appointed by Town boards of selectmen or in one case a town council, except for the board members representing Barnstable and Dukes counties, who are appointed by their County Commissioners.
2. CLC is the longest running municipal aggregator in the nation and was formed in 1997 to advance the interests of consumers in the newly restructured electric market. Our primary job is 3-fold: consumer advocacy, power supply, and energy efficiency programs.
3. CLC is by definition a hybrid: selling electricity while teaching customers how to use and purchase less of it; obligated to honor nondisclosure agreements and to redact confidential customer data — but still sending monthly written reports to each individual member Town, posting the treasurer's month-by-month report as part of meeting minutes, and posting financial information under the budgets and energy efficiency plan categories on the CLC website.
4. CLC's missions are intertwined: because CLC is a municipal aggregator, it must be paired with a governmental entity. In order to offer its energy efficiency programs, it must by state law be an aggregator of electricity.
5. Our meetings are posted and minutes are recorded according to the strict OML guidelines that took effect in 2011. There are no exceptions. On the website, if you click on minutes you'll find detailed minutes for all meetings. Because we now have a Three-Year Energy Efficiency Plan (the most recent of which was just approved last week) and a multi-year power supply contract, CLC's board meets every 2 months, so you'll see 6 meetings total for 2011; in 2012, you'll see 9, because the board had to meet more in the final preparing of the 3-

comprehend by the public. Mr. Ribnick's misrepresentation at the last Assembly that the CLC board said they do not understand their own records stems from my allowing himself and Mr. Rogers to use my copy of the Treasurer's report during the CLC meeting—and my warning them that the reason I wasn't making it a handout was that we had to figure out a visual method, maybe in contrasting red, to show that funds were not being overspent, but spent against reimbursement that followed six months later.

9. CLC owes its years of performance and roster of awards to its staff, who manage the heavy lifting and the superb planning at CLC is done by its staff. We on the board have been disappointed to hear insinuations that the CLC or its staff as individuals are anything but public-spirited, hard-working people. The county provides, AT COMPACT EXPENSE, employees to run the Compact's energy efficiency and power supply programs. Our staff, like our board members, take their responsibilities seriously.

10. Cape Light Compact looks forward to serving the 200,000 residents of the Cape and Islands at an even higher level through its 2013-2015 Energy Efficiency Plan, the first in which the DPU expressly recognized the Compact's unique nature and set a reimbursement schedule which is consistent with expenditures. The Compact's home energy audits and energy education programming have won national and regional awards and we continue to combine energy work with enhanced quality of life for Cape and Islands residents.

Respectfully Submitted

A handwritten signature in cursive script, appearing to read "Joyce Flynn", written in black ink. The signature is fluid and extends across the line of the name.

Joyce Flynn, CLC Chair

February 6, 2013



- Home
- About
- Budgets
- Power Supply
- Energy Efficiency Programs
- Rebates & Applications
- Case Studies
- Reports
- Resources
- Media

RENTERS + LANDLORDS

Cape Light Compact will cover 100% of the cost up to \$2,000 to install recommended insulation.

More...



- 1
- 2
- 3
- 4
- 5
- 6

News + Updates

- LED Streetlights Shine the Way to Energy Savings
- Mass Save Sponsors Present More Than \$8,000 to the Ellie Fund!

More News...

Events Calendar

Please note - not an official meeting notice calendar

January 2013

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
<Dec						Feb>

Get Started!

Residential

Commercial

Education

Power Supply

Resources



LED Streetlights Shine the Way to Energy Savings



Lindsay Henderson Communications & Energy Efficiency Analyst (508) 744-1273

lhenderson@capelightcompact.org PRESS RELEASE BREAKING NEWS FOR IMMEDIATE RELEASE January 17, 2013 LED Streetlights Shine The Way To Energy Savings BARNSTABLE—Beginning today, as part of a demonstration project, new energy saving light emitting diode (LED) streetlights will be installed in selected residential and commercial [...]

Follow Cape Light Compact



Older Entries

High Efficiency Residential Central Air Conditioner Rebates

LED Streetlight Photo Gallery

About
 Accessibility
 Disclaimer
 Privacy
 History
 Consumer Advocacy
 Board Members
 Staff
 Meeting
 Notices/Agendas
 Minutes
 Awards
 Events
 Contact Us

Power Supply
 Basic Electric Rates
 Cape Light Compact Green
 Disclosure Forms
 Contact Power Supply

Energy Efficiency Programs
 Residential Commercial
 Energy Education
 Independent Weatherization Contractors
 L Prize
 2013 Heat Pump Water Heaters (HPWH)

Rebates & Applications
 New Construction Residential Rebates
 Commercial Incentives
 Retrofit Program
 Case Studies
 Residential Commercial Reports
 Energy Efficiency Plan
 Energy Efficiency Town Reports
 Annual Reports on Energy Efficiency Activities
 Other Reports

Resources
 News + Updates
 Newsletter
 Fast Facts
 Helpful Links
 Response to Assembly Inquiry
 6/13/12 Presentation
 Energy Efficiency Tips
 Shared Legal Representation
 Presentation Home Energy Detective Kits
 Request for Proposals
 FAQ

Media
 Interviews
 Video
 Energy Education
 Films
 Focus On Energy
 Radio Show

more financial info

**FIFTH AMENDED AND RESTATED
INTER-GOVERNMENTAL AGREEMENT
OF THE
CAPE LIGHT COMPACT
(September 12, 2012)**

This Fifth Amended and Restated Inter-Governmental Agreement (“Agreement”) is dated as of September xx, 2012 and is entered into by and between the County of Barnstable, County of Dukes County and the municipalities legally joining therein, pursuant to the authority of Massachusetts General Laws Chapter 40, §4A.

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

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

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

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

WHEREAS, under the authority of G.L. c. 164, §134, G.L. c. 25A, §6 and pursuant to the original Inter-Governmental Agreement, adopted October, 1997 and amended June, 1999 and again in September, 2006, the Compact developed a Municipal Aggregation Plan, setting forth the structure, operations, services, funding and policies of the Compact in order to negotiate the best rates for the supply and distribution of electricity and to advance consumer protection and interests for the residents of Cape Cod and Martha’s Vineyard; and

WHEREAS, the Compact currently operates a municipal aggregation competitive supply program which provides electric power supply on an opt-out basis to customers across all customer classes located on Cape Cod and Martha’s Vineyard and the Compact also provides

through contract provisions, demonstration projects and state mandated system benefit charges for renewable energy;

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

ARTICLE II: POWERS OF THE COMPACT

The Compact shall have the following powers:

- a) to plan projects;
- b) to implement projects and/or conduct research;
- c) to negotiate contracts and other agreements, provided, however, that any contract for the purchase of electric power supplies, distribution, transmission or metering, billing and information services or related to any of the foregoing, shall not impose direct financial obligations on any member municipality or county (except for *de minimis* impacts by virtue of such member's participation in the Compact) until approved by such individual member municipality or county, as the case may be;
- d) to adopt an annual budget and to direct the expenditure of funds made available to the Compact by grant or contribution from public and private sector entities, or on account of any contract negotiated or administered by the Compact;
- e) to acquire property by gift, purchase or lease;
- f) to construct equipment and facilities;
- g) to apply for and receive grants, contributions and other such financial assistance from public and private sector entities or to receive amounts derived as a portion of the savings on, or as a surcharge, dedicated mills/kilowatt hour fee or other such charge as part of any electric energy purchase or similar contract negotiated and/or

from time to time, to the extent permitted by law, delegate any of its powers to committees, subject to such limitations as the Governing Board may impose. The Governing Board may delegate to the Executive Committee the powers to act for the Governing Board between regular, annual or special meetings of the board. The Governing Board may designate persons or groups of persons as sponsors, benefactors, contributors, advisors or friends of the Compact or such other title as they may deem appropriate and as is consistent with applicable law.

B. Number, Qualifications and Term of Office.

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

C. Executive Committee.

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

D. Manner of Acting and Quorum.

Provided there is a quorum present at the meeting, and except as specified elsewhere herein, the Governing Board shall act by vote of a majority of the Representatives present at the time of the vote. Unless altered by the Governing Board in accordance with this Agreement, each member municipality and county shall be entitled to select one Representative whose vote shall be equal in weight to the Representative of any other member municipality and county, except as expressly set forth in the succeeding paragraphs. Representatives may participate in meetings remotely in accordance with the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. A quorum shall be deemed present if the combined population of the towns whose Representatives are present at a meeting is at least equal to 50% of the combined population of all of the member municipalities of the Compact; and provided further, that at least one Representative from one of the Towns in Dukes County or Dukes County and at least two-thirds of the Representatives for Barnstable County and the member municipalities of Barnstable County are physically present or participating remotely in

alternate) or resignation from the Executive Committee shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

2. Removal.

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

H. Vacancies.

1. Vacancies on the Governing Board.

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

2. Vacancies on the Executive Committee.

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

3. No Right to Compensation.

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

ARTICLE IV: MEETINGS OF THE GOVERNING BOARD

A. Place.

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

Representatives having disclosed such adverse interest shall be liable to the Compact or to any creditor of the Compact or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such Representative or Representatives be accountable for any gains or profits to be realized thereon.

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

ARTICLE V: OPEN MEETING LAW; EXECUTIVE SESSIONS

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

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

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

ARTICLE VI: G.L. c. 268A

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

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

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

F. Chairman.

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

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.

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

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, shall have custody of the seal of the Compact, and have such powers and duties as customarily belong to the office of clerk or secretary or as may be designated from time to time by the chairman or the Governing Board.

or services.

ARTICLE XI: OTHER APPLICABLE LAWS

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

ARTICLE XII: INDEMNIFICATION OF REPRESENTATIVES AND ALTERNATES

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

ARTICLE XIII: AMENDMENT

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

ARTICLE XIV: TERM AND WITHDRAWAL

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

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

If the purposes of the Compact are attained, or for any other reason duly voted upon by the Governing Board, the Compact may dissolve. Upon dissolution, an accounting of the assets

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

The Compact shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received. The Compact agrees that it will perform regular audits of such records separate and apart from audits conducted by the Compact's fiscal agent. Periodic financial statements shall be issued to all members. Compact officers responsible for this Agreement, or County officials to the extent treasury or other functions are delegated to them pursuant to Article VII(H) hereof, are to give appropriate performance bonds. To the extent applicable, if at all, any reimbursement for or contribution toward the cost of any work related to this Agreement shall be made at such intervals as provided in the Administrative Services Agreement or other applicable agreements. The Compact will comply with all other applicable provisions of G.L. c. 40, §4A.

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

F. Multiple Originals.

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

AUTHORIZED AND AGREED TO BY:

Town of Barnstable

Town of Bourne

Town of Brewster

Town of Chatham

Town of Dennis

Town of Eastham

Town of Falmouth

Town of Harwich

Town of Mashpee

Town of Orleans

Town of Provincetown

Town of Sandwich

Town of Truro

Town of Wellfleet

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

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

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

BARNSTABLE COUNTY

In the Year Two Thousand and Thirteen

PROPOSED RESOLUTION 13-01

Whereas: The members of the Assembly of Delegates and the Barnstable County Commissioners have been reviewing the structure and efficiency of Barnstable County Government.

Whereas: Two reports, both commissioned by the County and issued within the past (18) eighteen months, as well as numerous comments received from the public, have recommended a restructuring of County Government.

NOW, THEREFORE,

BE IT HEREBY RESOLVED by the Barnstable County Assembly of Delegates that:

The Assembly of Delegates agrees to consider a restructuring of the current County Government model and recommends the following Administrative, Executive, and Legislative Branch models:

ADMINISTRATIVE BRANCH: A County Administrator shall be appointed to manage the day to day affairs and business of Barnstable County. The responsibilities of the County Administrator shall include, but are not limited to, oversight of all department heads, all department budgets, personnel policies and actions, and all Capital improvement Plans.

The Administrator shall report to the Executive Branch (Board of County Commissioners) and shall implement policies and directives adopted by vote of the Board of County Commissioners.

EXECUTIVE BRANCH: The Board of County Commissioners of Barnstable County shall be expanded to (5) five members. Each member shall be elected from one of (5) five districts of Barnstable County. Said districts shall be established by vote of the Legislative Branch (Assembly of Delegates) and each district shall include 20% of the population of Barnstable County. The election of County Commissioners shall be non-partisan. Any resident of an established district who obtains (50) fifty certified signatures of residents from their district shall be entitled to run for that office in a general election. The length of term for a County Commissioner shall be (3) three years. In the first election following the adoption of the Charter changes one Commissioner shall be elected for a (3) three year term, two Commissioner's for a (2) two year term, and two Commissioner's for a one year term. A random drawing shall determine the term period for the five districts. Thereafter each Commissioner shall be elected for a three year term, so that at least one district shall be open to election each year.

The Board of County Commissioners shall review and approve the management and operation of the Office of the Administrator and Barnstable County in general, and shall set and determine policy of the County as well as the development of a County wide Budget for the approval by the Legislative Branch of the County.

LEGISLATIVE BRANCH: The Assembly of Delegates shall consist of one elected non-partisan representative from each town in Barnstable County, with a weighted vote system.

The powers and duties shall be to function as the legislative body of Barnstable County. This shall include, but not be limited to, the approval of all capital expenditures of the County, all bond issues, policy statements and recommendations, and oversight of the County Budget.

The policy and procedures of the Assembly of Delegates shall include, but not be limited to, the ability to accept public input during their meeting and deliberations.

It is understood by the Members of the Assembly of Delegates that the above recommendations shall require changes to the Barnstable County Charter as to each of the effected Branches

This Resolution represents the opinion of the Assembly of Delegates relative to the model and the initial steps that are necessary to implement a re-structuring of County Government.

The Assembly of Delegates shall seek to refine the concepts outlined in this Resolution by working with the Barnstable County Commissioners, the Assembly of Delegates, legal counsel, and/or any sub-committees created for this specific purpose so as to present a single restructured model of the Charter for approval by the population of Barnstable County.

Respectively Submitted By: Leo G. Cakounes, Town of Harwich Delegate

Charter's Amendment

BARNSTABLE COUNTY

In the Year Two Thousand and Thirteen

PROPOSED RESOLUTION 13-01

Whereas, the members of the Assembly of Delegates and the Barnstable County Commissioners have been reviewing the structure and efficiency of Barnstable County Government; and

Whereas, two reports commissioned by the County and issued within the past eighteen (18) months, and numerous comments received from the public have recommended a restructuring of County Government;

NOW THEREFORE,

BE IT HEREBY RESOLVED that we, the Barnstable County Assembly of Delegates agree to consider a restructuring of the current County Government model and recommend the following Executive and Legislative Branch models:

EXECUTIVE BRANCH: The executive powers of the Cape Cod regional government (Barnstable County) shall be exercised by a board of regional commissioners consisting of five members. Each member shall be elected from one of (5) five districts of Barnstable County. Said districts shall be established by vote of the Legislative Branch (Assembly of Delegates) and each district shall include approximately 20% of the population of Barnstable County. The election of County Commissioners shall be non-partisan. Any resident of an established district who obtains (150) fifty certified signatures of residents from their district shall be entitled to run for that office in a general election. The length of term for a County Commissioner shall be (3) three years. In the first election following the adoption of this Charter change, one Commissioner shall be elected for a (3) three year term, two Commissioners for (2) two year terms, and two Commissioners for a one year term. A random drawing shall determine the term period for each of the five positions and the district represented. Thereafter each Commissioner shall be elected for a three year term, so that at least one district shall be open to election each year.

The Board of County Commissioners shall review and approve the management and operation of the Office of the Administrator and Barnstable County in general, and shall set and determine policy of the County as well as the development of a County wide Budget for the approval by the Legislative Branch.

County Administrator: A County Administrator shall be appointed to manage the day to day affairs and business of Barnstable County. The responsibilities of the County Administrator shall include, but are not limited to, oversight of all department heads, all department budgets, personnel policies and actions, and all Capital improvement Plans.

The Administrator shall report to the Executive Branch (Board of County Commissioners) and shall implement policies and directives adopted by vote of the Board of County Commissioners.

LEGISLATIVE BRANCH: The Assembly of Delegates shall consist of one elected non-partisan representative from each town in Barnstable County, with a weighted vote system.

The powers and duties shall be to function as the legislative body of Barnstable County. This shall include, but not be limited to, the approval of all capital expenditures of the County, all bond issues, policy statements and recommendations, and oversight of the County Budget.

The policy and procedures of the Assembly of Delegates shall include, but not be limited to, the ability to accept public input during meetings and deliberations.

It is understood by the Members of the Assembly of Delegates that the above recommendations shall require changes to the Barnstable County Charter.

This Resolution represents the opinion of the Assembly of Delegates relative to the model and the initial steps that are necessary to implement a restructuring of County Government.

The Assembly of Delegates shall seek to refine the concepts outlined in this Resolution by working with the Barnstable County Commissioners, legal counsel, and/or any subcommittees created for this specific purpose so as to present a single restructured governance model for approval by the population of Barnstable County.

Respectively Submitted By: Leo G. Cakounes, Town of Harwich Delegate

Amended by Cheryl Andrews, Town of Provincetown Delegate

BARNSTABLE COUNTY

In the Year Two Thousand and Thirteen

PROPOSED RESOLUTION 13-01

*Amended
FINAL VERSION
approved*

Whereas, the members of the Assembly of Delegates and the Barnstable County Commissioners have been reviewing the structure and efficiency of Barnstable County Government; and

Whereas, two reports commissioned by the County and issued within the past eighteen (18) months, and numerous comments received from the public have recommended a restructuring of County Government;

NOW THEREFORE,

BE IT HEREBY RESOLVED that we, the Barnstable County Assembly of Delegates agree to consider a restructuring of the current County Government model and recommend the following Executive and Legislative Branch models:

EXECUTIVE BRANCH: The executive powers of the Cape Cod regional government (Barnstable County) shall be exercised by a board of regional commissioners consisting of five members. Each member shall be elected from one of (5) five districts of Barnstable County. ~~Said districts shall be established by vote of the Legislative Branch (Assembly of Delegates) and each district shall include approximately 20% of the population of Barnstable County. The election of County Commissioners shall be non-partisan. Any resident of an established district who obtains (150) fifty certified signatures of residents from that district shall be entitled to run for that office in a general election. The length of term for a County Commissioner shall be (3) three years. In the first election following the adoption of this Charter change, one Commissioner shall be elected for a (3) three year term, two Commissioners for (2) two year terms, and two Commissioners for a one year term. A random drawing shall determine the term period for each of the five positions and the district represented. Thereafter each Commissioner shall be elected for a three year term, so that at least one district shall be open to election each year.~~

deleted

~~The Board of County Commissioners shall review and approve the management and operation of the Office of the Administrator and Barnstable County in general and shall set and determine policy of the County as well as the development of a County-wide Budget for the approval by the Legislative Branch.~~

added
↓
so-called
→
strong

County Administrator: A County Administrator shall be appointed to manage the day to day affairs and business of Barnstable County. ~~The responsibilities of the County~~

~~Administrator shall include, but are not limited to, oversight of all department heads, all departmental budgets, personnel policies and actions, and all Capital Improvement Plans.~~

~~The Administrator shall report to the Executive Branch (Board of County Commissioners) and shall implement policies and directives adopted by votes of the Board of County Commissioners.~~

deleted

LEGISLATIVE BRANCH: The Assembly of Delegates shall consist of one elected non-partisan representative from each town in Barnstable County, with a weighted vote system.

~~The primary duties shall be to function as the legislative body of Barnstable County. This shall include, but not be limited to, the approval of all capital expenditures of the County, all bond issues, policy statements and recommendations, and oversight of the County Budget.~~

~~The timing and procedures of the Assembly of Delegates shall include, but not be limited to, the ability to accept public input during meetings and deliberations.~~

~~It is intended by the Members of the Assembly of Delegates that the above recommendations shall require changes to the Barnstable County Charter.~~

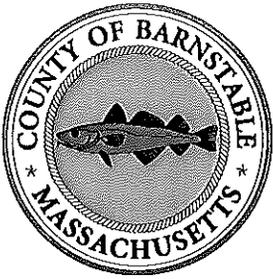
deleted

This Resolution represents the opinion of the Assembly of Delegates relative to the model and the initial steps that are necessary to implement a restructuring of County Government.

The Assembly of Delegates shall seek to refine the concepts outlined in this Resolution by working with the Barnstable County Commissioners, legal counsel, and/or any subcommittees created for this specific purpose so as to present a single restructured governance model for approval by the population of Barnstable County.

Respectively Submitted By: Leo G. Cakounes, Town of Harwich Delegate

Amended by Cheryl Andrews, Town of Provincetown Delegate



BARNSTABLE COUNTY COMMISSIONERS

P.O. BOX 427
BARNSTABLE, MASSACHUSETTS
02630
(508) 375-6648
FAX (508) 362-4136

COUNTY COMMISSIONERS
WILLIAM DOHERTY
Harwich

MARY PAT FLYNN
Falmouth

SHEILA R. LYONS
Wellfleet

January 31, 2013

HOME RULED CHARTERED
IN 1989

Ronald Bergstrom, Speaker
Assembly of Delegates



Re: *January 18, 2013 Request for Financial Documents*

Dear Speaker Bergstrom:

I am in receipt of your request for Cape Light Compact (CLC) financial records dated January 18, 2013. Your request is set forth below in underlined text, and my response is set forth in italicized text. Please note that if a document was not provided it is because the report is not available in MUNIS.

Chart of Accounts – Format I.

The CLC Chart of Accounts for CLC exists and is attached labeled “CLC Chart of Accounts”; however, a Chart of Accounts in “Format I and Format II” does not exist.

Chart of Accounts – Format II.

No such document exists.

Account Trial Balance Report from MUNIS from earliest available date to current date in both Summary and Detailed and Summary form for CLC.

It is not clear which account you are requesting information about. Please specify, as you have done in your request below, what documents you are requesting, and for which account.

Account Trial Balance Report from MUNIS from earliest available date to current date in both Detailed and Summary form for CLC Power Supply Reserve Fund (8046).

A Detailed Trial Balance Report of the CLC Power Supply Reserve Fund contains competitively sensitive information, power supply and Renewable Energy Certificate (REC) contract transactions, which are exempt from public disclosure under MGL c.4,s.7(cl. 26)(g). In

Ronald Bergstrom
January 31, 2013
Page 2

order to comply with your request, the Detailed Trial Balance Report was printed and competitively sensitive and other confidential information was redacted prior to sending you the report.

The Summary Trial Balance Report of the CLC Power Supply Reserve Fund is attached labeled "Summary Trial Balance Report of the CLC Power Supply Reserve Fund."

Account Trial Balance Report from MUNIS from earliest available date to current date in both Detailed and Summary form for CLC Operating Fund (8074).

A Detailed Trial Balance Report of the CLC Operating Fund does not contain competitively sensitive information, and is attached labeled "Detailed Trial Balance Report of the CLC Operating Fund."

A Summary Trial Balance Report of the CLC Operating Fund is attached labeled "Summary Trial Balance Report of the CLC Operating Fund."

Account Trial Balance Report from MUNIS from earliest available date to current date in both Detailed and Summary form for CLC Energy Reserve Fund (8038).

A Detailed Trial Balance Report of the CLC Energy Reserve Fund does not contain competitively sensitive information, and is attached labeled "Detailed Trial Balance Report of the CLC Energy Reserve Fund."

The Summary Trial Balance Report of the CLC Energy Reserve Fund is attached labeled "Summary Trial Balance Report of the CLC Energy Reserve Fund."

Account Trial Balance Report from MUNIS from earliest available date to current date in both Detailed and Summary form for CLC Energy Efficiency Fund (0027).

A Detailed Trial Balance Report of the CLC Energy Efficiency Funds contains Cape Cod & Martha's Vineyard electric customer specific data and is exempt from public disclosure under MGL c.4,s.7(cl. 26)(g)(s) and pursuant to a Nondisclosure Agreement in place with NSTAR and other parties. In order to comply with your request, the Detailed Trial Balance Report was printed and competitively sensitive and customer information (names, addresses, rebate amounts) was redacted prior to sending you the report.

The Summary Trial Balance Report of the CLC Energy Efficiency Fund is attached labeled "Summary Trial Balance Report of the CLC Energy Efficiency Fund."

I would also like to request copies of the Balance Sheet report for each of the funds noted in my earlier request report for each fiscal year (including the YTD FY2013).

Ronald Bergstrom
January 31, 2013
Page 3

The Balance Sheet report for each of the funds noted above is attached labeled "CLC Balance Sheets."

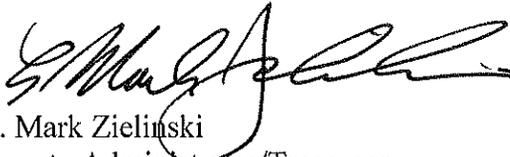
I would also like to request copies of the Income Statement report for each of the funds noted in my earlier request report for each fiscal year (including the YTD FY2013).

Attached are Statements of Revenues, Expenditures and Changes in Fund Balances for the requested funds.

I would like to note that compiling, reviewing and preparing the attached financial statements required over twenty-six hours of staff time. Printing costs and average labor costs exceed \$1,500.

Regarding your request for standard financial reports for the Cape & Vineyard Electric Cooperative, Inc. (CVEC), the CVEC President is the keeper of CVEC records. Your request for financial records has been forwarded to CVEC Board of Directors, attention John Checklick, CVEC President.

Sincerely,



E. Mark Zielinski
County Administrator/Treasurer

cc: County Commissioners
Cape Light Compact Governing Board
CVEC Board of Directors

Received February 1 2013 via e-mail

Body of e-mail

CLC Board Members

As a result of an inaccurate email from a Connecticut resident regarding the CLC bill filed by Senator Wolf to address the lag in the collection of energy efficiency revenues, much misinformation is circulating at the Assembly and elsewhere.

I thought it would be helpful for each of you to have a summary of factual information on this subject. Attached is an overview of the issue and key points in the event that you need to brief your BOS/Town Council. This was prepared with the assistance of staff and counsel, thank you all.

I hope you find the attached helpful. If you have any questions, please do not hesitate to contact me.

Maggie

Attachment in e-mail

**Cape Light Compact Board
Energy Efficiency Program Funding Overview**

As there is a six month delay in the receipt of a significant portion of the Cape Light Compact's energy efficiency funds, the "Compact" has anticipated the need to borrow funds during the administration of its Three-Year Energy Efficiency Plan. The Compact Administrator, with the assistance of Barnstable County, as fiscal agent, has had ongoing discussions with the appropriate officials at the Massachusetts Department of Energy Resources, the Massachusetts Department of Revenue, as well as the Massachusetts Department of Public Utilities, to address this issue. Through these discussions, the Department of Revenue determined that express legislative authority is required to permit the Compact's fiscal agent to borrow against energy efficiency funds on the Compact's behalf. The short-term borrowing contemplated is accomplished through the issuance of Revenue Anticipation Note ("RAN"), and will be repaid through the ratepayer energy efficiency funds authorized by statute and approved by the Department of Public Utilities.

Below is an overview of how funding for energy efficiency programs work, as well as a summary of the Compact Board's prior discussions and other public documents concerning this issue.

- I. Massachusetts Energy Efficiency Program Administrators, including the

Compact, receive funding for their Department of Public Utilities' approved energy efficiency program budgets from the following sources:

- a. System Benefit Charges: SBC is a statutory authorized charge that is fixed at 2.5 mills per kilowatt hour. These funds are collected from ratepayers and distributed to the Program Administrators for energy efficiency program use. This charge appears in the Energy Conservation line on the electric bill.
 - b. Forward Capacity Market: Every electric Program Administrator participates in the ISO/NE Forward Capacity Market. Through their participation, Program Administrators receive proceeds for reduction of peak usage from energy efficiency measures.
 - c. Regional Greenhouse Gas Initiative: RGGI funds are distributed by DOER to every electric Program Administrator periodically during a plan year for energy efficiency use.
 - d. Energy Efficiency Surcharge: EES is a statutory authorized charge that is part of a ratepayer's monthly bill. Unlike the SBC, the EES charge varies depending on the Program Administrators' approved budget needs. This charge appears in the distribution line on the electric bill.
 - e. Outside funding: All Program Administrators continually look for opportunities to receive outside funding to offset budget needs. These outside funding sources include, but are not limited to, private sector grants, federal grants or charitable donations.
- II. The bulk of a Program Administrator's energy efficiency program budget is funded through the collection of the EES. For the Compact, approximately 80% of its approved 2013 budget will be met through the collection of EES funds.
- III. Energy efficiency budgets are determined and approved on a calendar year basis for the three-year planning term. For the Compact, its 2013 approved Energy Efficiency budget is \$29,888,870.
- IV. For the Compact (as well as NSTAR Electric Company), the EES is collected from July 1 through June 30. In other words, there is a *6 month delay* in the receipt of the Compact's *primary source* for energy efficiency funding.
- V. The magnitude of the deficit created by the six month delay in EES revenue, jeopardizes the continuity and delivery of energy efficiency programs. Based upon the 2013 approved energy efficiency budget, the Compact has a monthly energy efficiency budget of \$2,490,000. EES funds represent approximately \$2,000,000 of the monthly budget.
- VI. The utility program administrators borrow from their parent companies and ratepayers are charged all associated costs of this transaction (as approved by the Department of Public Utilities). The Compact does not have capital reserves to cover the \$2,000,000 of monthly revenue shortfalls, nor does it have the ability to

borrow absent the proposed special legislation.

- VII. Failure to obtain special legislation authorizing borrowing against the EES funds (not against County revenues) means the Compact will be forced to curtail delivery of approved energy efficiency programs on Cape Cod and Martha's Vineyard, which will ultimately jeopardize the Commonwealth from achieving both its state wide energy efficiency goals and Global Warming Solution Act goals.

Energy Efficiency Program Funding including Borrowing References

1. Proposed 2009 Energy Efficiency Plan (D.P.U. 08-113)
 - a. Served as a transition year leading to the implementation of expanded programs under the Green Communities Act
 - b. Update for CLC Governing Board Meeting of 12/10/2008
 - i. Slide 23 "Proposed Funding Requirements of \$10,371,942 included footnote that ***Includes repayment of estimated borrowing and associated carrying cost***"
 - c. D.P.U. 08-113 Order dated May 29, 2009
 - i. Table 2: Allocation of Funding Sources (page 5) includes up to total of \$471,877 of Borrowing ***to account for administrative lag of receipt of other funds***
2. 2010-2012 Massachusetts Statewide Energy Efficiency Plan
 - a. Cape Light Compact D.P.U. 09-119
 - b. Full implementation of Green Communities Act
 - c. Use of the "fully reconciling" energy efficiency reconciling factor (EERF)¹
 - i. Increases the administrative lag by time and funding given the EERF recovery begins July 1 of the Program Year that commenced on the prior January 1
 - ii. Borrowing that was approved in D.P.U. 08-113 is a mechanism that all Program Administrators are able to include in their EERF proceedings
 - d. October, 2009 Public Information Hearings (including CLC Board)
 - i. Slide 15 include reference to ***loans as other funding sources***

¹ Please note that the Energy Efficiency Reconciliation Factor is the same thing as the Energy Efficiency Surcharge.

3. EERF Proceedings are *fully reconciling* mechanisms

- a. Program Administrators adjust via EERF for any revenue shortfalls as they manage multiple funding sources, program expenditures and associated administrative lags
 - i. 2010 EERF (D.P.U. 10-06)
 - ii. 2011 EERF (D.P.U. 11-68)
 - iii. Attorney General Information Response by CLC (AG-CLC-1-3) in D.P.U. 11-68 states, “The Compact makes every effort to minimize borrowing charges for the ratepayers of Cape Cod and Martha’s Vineyard, and in 2010 did not need to borrow funds...”

SENATE No.

The Commonwealth of Massachusetts

PRESENTED BY:

Daniel A. Wolf

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the passage of the accompanying bill:

An Act Pertaining to the Issuance of Notes by a City, County or Town, as Fiscal Administrator to the Cape Light Compact in Anticipation of Energy Efficiency Revenues to be Received by the Cape Light Compact as Municipal Aggregator and Energy Efficiency Program Administrator

..

PETITION OF:

NAME:

Daniel A. Wolf

DISTRICT/ADDRESS:

Cape and Islands

SENATE No.

[Pin Slip]

The Commonwealth of Massachusetts

In the Year Two Thousand Thirteen

An Act Pertaining to the Issuance of Notes by a City, County or Town, as Fiscal Administrator to the Cape Light Compact in Anticipation of Energy Efficiency Revenues to be Received by the Cape Light Compact as Municipal Aggregator and Energy Efficiency Program Administrator

..

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Notwithstanding any general or special law to the contrary, so long as a city,
2 county or town is acting as fiscal administrator to the Cape Light Compact as municipal
3 aggregator and Energy Efficiency Program Administrator, pursuant to section 134(b) of chapter
4 164 of the general laws, the city, county or town is authorized to issue notes in anticipation of
5 energy efficiency revenues otherwise payable to the Cape Light Compact in accordance with the
6 provisions of sections 19 and 21 of chapter 25 of the General Laws. Such notes shall constitute
7 limited obligations of the city, county or town, payable solely from the revenues in anticipation
8 of which they are issued. Any notes outstanding at any one time pursuant to this act shall not
9 exceed fifty-percent of the amount of energy efficiency revenue for expenditure pursuant to the
10 then prior year's efficiency plan of the Cape Light Compact, as most recently approved by the
11 department of public utilities pursuant to sections 19 and 21 of chapter 25 of the general laws for
12 the energy efficiency plan year in which such notes are issued. The proceeds of notes issued

13 pursuant to this act shall be held by the city, county or town as fiscal administrator of the Cape
14 Light Compact, and shall be disbursed upon the direction of the Cape Light Compact. Notes
15 issued pursuant to this act shall mature not later than two years from their date of issue. Prior to
16 the issuance of any notes pursuant to this act, the Cape Light Compact shall assign all right, title
17 and interest to any and all energy efficiency revenues in anticipation of which the city, county or
18 town determines to issue such notes. Except as otherwise provided herein, notes issued by cities
19 or towns pursuant to this act shall be issued in accordance with Chapter 44 of the General Laws.
20 For counties, Chapter 35, section 38 of the General Laws shall not apply to the sale of notes
21 authorized pursuant to this act. Except as otherwise provided herein, notes issued by a county
22 pursuant to this act shall be issued in accordance with Chapter 35 of the General Laws.

23 SECTION 2. This act shall take effect upon its passage.

Question to Harwich Board of Selectmen on the changes to the Intergovernmental Agreement between the Town of Harwich, Cape Light Compact and Barnstable County.

1. On May 2 1012 The Assembly of Delegates files a report in its inquiry to the operations and relationship between the County Government, CLC and CVEC. One Aspect of that report, found on page 14, relates to the lack of filing a budget and full financial disclosure to its members (the towns). The report refers to State Statute G.L. ch 40A Sec. 4A and the section of the Intergovernmental Agreement Article XVI Sec. E which states in part " the Compact shall prepare an annual report which shall be provided , without charge, to each of its members no later than 60 days after the close of the financial year".
2. On a number of occasions I spoke with several Selectmen on this matter. I asked if the Town has ever received a Budget or annual report as required by the intergovernmental Agreement. The answer I got was "not sure but I will check and get you a copy if it we have it. " Please note I am not interested in a Energy Efficiency Plan which the Compact has referred to as a financial report.
3. On September 12 2012 at a Cape Lite Compact meeting, the language of the Intergovernmental Agreement was changed to remove the above referenced requirement. The motion was made by Maggie Downey and second by Barry Worth your representative to the Board. Vote was recorded as unanimously approved. See attached minutes pages 3-4

QUESTIONS TO THE BOARD:

1. Has the Town of Harwich received an Annual Report from Cape Lite Compact, other than the EFP filed with the State as required by the previously amended Intergovernmental Agreement?
2. Were the Selectmen aware of the action taken by their representative to the CLC Board on the changes to the Intergovernmental Agreement on Sept 12 2012?
3. If the answer to #2 is YES, then I would like to refer me to the meeting which this change was discussed and action taken by the Board to approve it.
4. If the answer to #2 was NO, then I would like the Selectmen to refer this matter to Town Council and ask the question dose the appointed representative to the CLC Board have the authority to change an agreement to which they are not a signatory and have not received authorization from the Towns Executive Board. Understanding that the Intergovernmental Agreement under Article X111 Amendments ; states "agreement may be altered...by vote of Representative on municipalities..." in contrast with MGL 40 sec 4A that states .."Decision to enter intosaid agreement...shall be solely subject to the approval process of the Towns elected bodies"

I look forward to the answers to these question from the Board at your NEXT scheduled meeting.

Respectfully submitted Leo G. Cakounes

County Administrator and Administrator of CLC¹³ "... the County supports (CLC) but (it is) independent of county control."

However, Barnstable County is a member of CLC. In addition, the County provides "Administrative Services" for CLC, houses CLC in county offices, and provides employees to work for CLC (and for CVEC). Barnstable County also guarantees performance of CLC and CVEC in their contracts with energy suppliers. The statute under which CLC was formed provides in pertinent part, that:

All agreements put into effect under this section shall provide sufficient financial safeguards for all participants, including, but not limited to: **accurate and comprehensive records** of services performed, costs incurred, and reimbursements and contributions received; the **performance of regular audits** of such records; and provisions for officers responsible for the agreement to give appropriate performance bonds. The agreement shall also require that **periodic financial statements be issued to all participants**. G.L. ch. 40 §4A.

Notwithstanding the extensive involvement of Barnstable County in the operations of CLC, and the County's status as a member of the Compact, CLC, by its Chairman (William Doherty, for much of this period also a Barnstable County Commissioner) and by its Administrator (a Barnstable County employee, as noted above), has repeatedly taken the position that Barnstable County cannot exercise

¹³ Ms. Downey is also Administrative Clerk to Cape and Vineyard Electric Cooperative, a corporate entity of which she is also an incorporator, clerk and director. See Section C, *supra*, concerning interlocking governance structures.

ENERGY EFFICIENCY PROGRAM UPDATE

1. ANNUAL REPORT ON ENERGY EFFICIENCY PROGRAM FUNDS AND SAVINGS – P. MOFFIT, Evaluation Manager provided a Power Point Presentation entitled 2011 Annual Report. (Attachment B)

2. POTENTIAL VOTE ON REQUEST FOR WAIVER OF CLC CAP ON CONTRIBUTION FOR C&I PROJECTS – M. MILLER, Commercial/Industrial Program Manager requested the Board consider waivers of the \$150,000 incentive cap for Cape Cod & Falmouth Hospitals. There was discussion concerning the impact upon the budget and it was determined funding is available for this. N. Price, C&I Program Planner said there is a 30-page analysis and Demand Management Institute (DMI) will oversee to ensure the vendor follows all proper installation and connection methods. T. Mayo said it is helpful to see grading of projects and noted the Benefit Cost Ratio minimum is 1. BCR values of 2.58 & 4.12 have been calculated for these projects. There was discussion of the history of the cap which historically has been waived for significant savings and frequently for municipal projects. The \$150,000 cap was due to limited funding. N. Price said this project does not add load to the grid. B. Straw asked for a listing to compare like projects over the past 5 years. D. Keuch called the question. *J. Flynn moved that the Board vote to approve the waiver of the \$150k incentive cap of Cape Cod Hospital's Custom Chiller and VSD Project, thereby allowing a total project incentive of \$376,285.00, seconded by D. Keuch. P. Cabana moved to put the Falmouth Hospital waiver motion on the floor, seconded by R. Schofield and voted unanimously in favor.*

3. DISCUSSION AND POTENTIAL VOTE AFFIRMING CLC POLICY FOR RESIDENTIAL ENERGY AUDITS FOR NATURAL GAS CUSTOMERS – M. SONG, Residential Program Manager asked the Board to consider endorsing the policy of offering incentives to all customers within our service territory regardless of fuel type. She explained Cape Light Compact has been serving all customers over the past 5-6 years and we provide richer benefits to our customers than National Grid. *R. Toole moved the Board vote to offer home energy assessments with their related incentives to all customers regardless of fuel type, seconded by R. Schofield and voted unanimously in favor.*

4. CLC FAST FACTS - LINDSAY HENDERSON, Customer Service Coordinator distributed copies of nicely illustrated flyers showing individual town facts including the number of electric accounts, the number served and their electricity cost savings as well as information on municipal savings and the Solarize our Schools for 2011. Members were provided 25 copies of their Town's Fact Sheet for distribution/circulation within their town.

- P. Cocolis asked if it is appropriate to request copies of the CLC Public Information video.

DISCUSSION AND POTENTIAL VOTE ON PROPOSED AMENDMENTS TO CLC INTERGOVERNMENTAL AGREEMENT – ARTICLE XVI; SECTION E, REPORTS – M. DOWNEY, Administrator presented redlined IGA showing proposed language change. This amendment would impose a more strict conditions than required by MGL Ch. 40§4A. (Attachment C). *P. Cocolis moved that the Board vote to amend the existing language in Article XVI, Section # Reports of the Intergovernmental Agreement such that it reads as amended:*

"The Compact shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received. The Compact agrees that it will perform regular audits of such records separate and apart from audits conducted by the Compact's fiscal agent. Periodic financial statements shall be issued to all members. Compact officers responsible for this Agreement, or County officials to the extent treasury or other functions are delegated to them pursuant to Article VII (H) hereof, are to give appropriate performance bonds. To the extent applicable, if at all, any reimbursement for or contribution toward the cost of any work related to this agreement shall be made at such intervals as provided in the Administrative Services Agreement or other applicable agreements. The Compact will comply with all other applicable provisions of G.L. C.40§4A.

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

seconded by B. Worth and voted unanimously in favor.

DISCUSSION AND POTENTIAL VOTE ON CVEC GRANTS FROM CLC

P. Cocolis moved that the Board vote that CLC will continue to provide grants as requested to CVEC for its operations through FY15 and to notify CVEC of the same in writing, seconded by J. Flynn. Discussion followed. T. Mayo requested an amendment that the CLC will consider grants after presentation showing the need and benefit to CLC. By agreement. M. Downey read the amended motion as follows: that the Board vote that CLC will continue to consider for approval grants, after presentation showing the need and benefit to CLC, as requested to CVEC for its operations through FY 15 and to notify CVEC of the same in writing. - P. Cocolis said he recalls a discussion about CLC's responsibility and rights to support CVEC, and it is an appropriate measure to fund CVEC through the next 2-3 years. The Board then voted unanimously in favor of the amended motion.

UPDATE ON PROPOSED CLC ASSEMBLY OF DELEGATES RESOLUTIONS

The Board received a copy of a proposed Assembly of Delegates resolution seeking to end funding of CVEC.

*Chr. Doherty announced taking up "Other Business from Board Members" out of order on the agenda so that the Board could enter into Executive Session and not return to Regular Session for the benefit of the general public.

OTHER BUSINESS

- Copies of the Cape Light Compact Annual Report on Energy Efficiency Activities in 2011 were distributed to the Board.
- D. Anthony requested the topic of Meeting Frequency be added to the next meeting agenda. M. Downey said she is seeking approval from the Board on 10/24/12 of the 2013-15 EE Plan prior to filing with the State. She said she will add this to that agenda.
- Tisbury & W. Tisbury have received status as a Renewable Energy Community under the Green Communities Act qualifying them for the ability to access \$140,000 and more from the State..
- There will be an open house on Residential Energy Audits & Mass. Heat Loans on Sunday, 10/14/12 from 2:00 pm – 4:00 pm. at the Yarmouth Presbyterian Church on 6A in Yarmouthport. M. Song & M. Dudley will provide the presentation.
- T. Mayo requested "General Criteria and Cap Information" be on the next agenda.
- The Board agreed to receive Board Meeting Packets electronically and to have copies available at the meeting.

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

NOTE TO READERS: This is the applicable provision of G.L. c. 40, §4A:

All agreements put into effect under this section shall provide sufficient financial safeguards for all participants, including, but not limited to, accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; the performance of regular audits of such records; and provisions for officers responsible for the agreement to give appropriate performance bonds. The agreement shall also require that periodic financial statements be issued to all participants.

The Compact shall prepare an annual report which shall be provided, without charge, to each of its members no later than sixty days after the close of its fiscal year. The Compact shall keep accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received. The Compact agrees that it will perform regular audits of such records separate and apart from audits conducted by the Compact's fiscal agent. Periodic financial statements shall be issued to all members. Compact officers responsible for this Agreement, or County officials to the extent treasury or other functions are delegated to them pursuant to Article VII(H) hereof, are to give appropriate performance bonds. To the extent applicable, if at all, any reimbursement for or contribution toward the cost of any work related to this Agreement shall be made at such intervals as provided in the Administrative Services Agreement or other applicable agreements. The Compact will comply with all other applicable provisions of G.L. c. 40, §4A.

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

be construed to supersede, alter or otherwise impair any obligation imposed on any municipality or county by otherwise applicable law.

ARTICLE XII: INDEMNIFICATION OF REPRESENTATIVES AND ALTERNATES

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

ARTICLE XIII: AMENDMENT

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

ARTICLE XIV: TERM AND WITHDRAWAL

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

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

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

ARTICLE XV: CONSTRUCTION AND SEVERABILITY



THE 188TH GENERAL COURT OF
THE COMMONWEALTH OF MASSACHUSETTS

Home Glossary FAQs

 Options

[Massachusetts Laws](#) [Bills](#) [State Budget](#) [People](#) [Committees](#) [Educate & Engage](#) [Events](#)

Massachusetts Laws

General Laws

[Print Page](#)

[Massachusetts Constitution](#)

[General Laws](#)

[Session Laws](#)

[Rules](#)

PART I	ADMINISTRATION OF THE GOVERNMENT (Chapters 1 through 182)	PREV NEXT
TITLE VII	CITIES, TOWNS AND DISTRICTS	PREV NEXT
CHAPTER 40	POWERS AND DUTIES OF CITIES AND TOWNS	PREV NEXT
Section 4A	Governmental units; joint operation of public activities; termination of agreement; "governmental unit" defined; financial safeguards	PREV NEXT

Section 4A. The chief executive officer of a city or town, or a board, committee or officer authorized by law to execute a contract in the name of a governmental unit may, on behalf of the unit, enter into an agreement with another governmental unit to perform jointly or for that unit's services, activities or undertakings which any of the contracting units is authorized by law to perform, if the agreement is authorized by the parties thereto, in a city by the city council with the approval of the mayor, in a town by the board of selectmen and in a district by the prudential committee; provided, however, that when the agreement involves the expenditure of funds for establishing supplementary education centers and innovative educational programs, the agreement and its termination shall be authorized by the school committee. Any such agreement shall be for such maximum term, not exceeding twenty-five years, and shall establish such maximum financial liability of the parties, as may be specified in the authorizing votes of the parties thereto. A governmental unit, when duly authorized to do so in accordance with the provisions of law applicable to it, may raise money by any lawful means, including the incurring of debt for purposes for which it may legally incur debt, to meet its obligations under such agreement. Notwithstanding any provisions of law or charter to the contrary, no governmental unit shall be exempt from liability for its obligations under an agreement lawfully entered into in accordance with this section. For the purposes of this section, a "governmental unit" shall mean a city, town or a regional school district, a district as defined in section 1A, a regional planning commission, however constituted, a regional transit authority established under chapter 161B, a water and sewer commission established under chapter 40N or by special law, a county, or a state agency as defined in section 1 of chapter 6A.

All agreements put into effect under this section shall provide sufficient financial safeguards for all participants, including, but not limited to: accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received; the performance of regular audits of such records; and provisions for officers responsible for the agreement to give appropriate performance bonds. The agreement shall also require that periodic financial statements be issued to all participants. Nothing in this section shall prohibit

any agreement entered into between governmental units from containing procedures for withdrawal of a governmental unit from said agreement. A decision to enter into an intermunicipal agreement under this section, or to join a regional entity, shall be solely subject to the approval process of the towns' elected bodies.

All bills and payrolls submitted for work done under any such agreement shall be plainly marked to indicate that the work was done under authority thereof. Any reimbursement for or contribution toward the cost of such work shall be made at such intervals as the agreement provides. The amount of reimbursement received under any such agreement by any governmental unit shall be credited on its books to the account of estimated receipts, but any funds received under the provisions of section fifty-three A of chapter forty-four for contribution toward the cost of such work may be expended in accordance with the said provisions. The equipment and employees of a governmental unit while engaged in performing any such service, activity or undertaking under such an agreement shall be deemed to be engaged in the service and employment of such unit, notwithstanding such service, activity or undertaking is being performed in or for another governmental unit or units.

[Show / Hide Site Map](#)

[Mass.gov](#) | [Site Map](#) | [Terms of Use](#) | [Privacy Policy](#) | [Accessibility Statement](#) | [Contact Us](#)

Copyright © 2013 The General Court, All Rights Reserved