

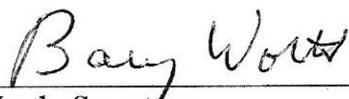
CAPE LIGHT COMPACT

Secretary's Certificate

The undersigned, Barry Worth, Secretary of the Cape Light Compact ("Compact"), an organization comprised of all 21 towns of Cape Cod and Martha's Vineyard, and Barnstable and Dukes counties and formed pursuant to the authority of Massachusetts General Laws Chapter 40, Section 4A, in such capacity and not individually, hereby certifies on behalf of the Compact, that:

1. Attached hereto as Exhibit A is a true and complete copy of the votes taken by the Cape Light Compact Governing Board dated November 18, 2015. Such votes have not been amended or rescinded, and are in full force and effect on the date hereof in the form adopted.
2. Attached hereto as Exhibit B is a true, correct and complete copy of the Sixth Amended and Restated Inter-Governmental Agreement of the Compact, dated as of November 18, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 29th day of November, 2015.



Barry Worth, Secretary

**SIXTH AMENDED AND RESTATED
INTER-GOVERNMENTAL AGREEMENT
OF THE
CAPE LIGHT COMPACT
(November 18, 2015)**

This Sixth Amended and Restated Inter-Governmental Agreement (“Agreement”) is dated as of November 18, 2015 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, April 11, 2012 and September 2012; and

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

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

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

Light Compact Energy Efficiency Plan; and

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

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

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

ARTICLE I: POLICY AND PURPOSE

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

- To provide the basis for aggregation of all consumers on a non-discriminatory basis;
- To negotiate the best terms and conditions for electricity supply and transparent pricing;
- To explore all available options for negotiating the best terms and conditions for electricity supply and the development of renewable energy resources, including, without limitation, the formation of and/or membership in a co-operative organization to purchase or produce energy or renewable energy certificates ("RECs") or both on a long-term, basis;
- To provide equal sharing of economic savings based on current electric rates and/or cost-of-service ratemaking approved by the Department of Public Utilities, or its successor;
- To provide and enhance consumer protection and options for service under contract provisions and to allow those consumers who choose not to participate to opt-out;
- To improve quality of service and reliability;
- To encourage environmental protection through contract provisions;
- To utilize and encourage renewable energy development to the extent practicable through contract provisions, demonstration projects and state mandated system benefit charges for renewable energy;

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

ARTICLE II: POWERS OF THE COMPACT

The Compact shall have the following powers:

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

- h) to apply for and receive funds derived from the state mandated system benefit charges and to use such funds in accordance with state law;
- i) to employ staff, consultants, attorneys, technical advisors and independent contractors;
- j) to adopt bylaws to govern its internal affairs;
- k) to reimburse persons who have advanced funds;
- l) to enforce agreements or otherwise prosecute claims on behalf of member municipalities and counties and coordinate their defense in any claim made against them relating to any agreement or other matter related to the Compact;
- m) to invest funds;
- n) to procure insurance;
- o) to obtain project-related financing through any mechanism such as the federal Clean Renewable Energy Bond program, and other financing options;
- p) to contract with an agent, including, without limitation, a regional government or a member, to manage or accomplish any of its functions or objectives;
- q) to enter into agreements with state, quasi-state, county and municipal agencies; cooperatives and private entities, all as is convenient or necessary to manage or accomplish any of the Compact's functions or objectives; and
- r) to perform generally all acts which are necessary or convenient to implement the powers which are expressly or by necessary implication conferred upon the Compact and are not otherwise prohibited under any other provision of law.

ARTICLE III: GOVERNING BOARD

A. Powers of the Community Representatives.

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

of persons as sponsors, benefactors, contributors, advisors or friends of the Compact or such other title as they may deem appropriate and as is consistent with applicable law.

B. Number, Qualifications and Term of Office.

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

C. Executive Committee.

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

D. Manner of Acting and Quorum.

Provided there is a quorum present at the meeting, and except as specified elsewhere herein, the Governing Board shall act by vote of a majority of the Representatives present at the time of the vote. Unless altered by the Governing Board in accordance with this Agreement, each member municipality and county shall be entitled to select one Representative whose vote shall be equal in weight to the Representative of any other member municipality and county, except as expressly set forth in the succeeding paragraphs. Representatives may participate in meetings remotely in accordance with the regulations of the Office of the Attorney General governing remote participation, 940 C.M.R. 29.10. A quorum shall be deemed present if the combined population of the towns whose Representatives are present at a meeting is at least equal to 50% of the combined population of all of the member municipalities of the Compact; and provided further, that at least one Representative from one of the Towns in Dukes County or Dukes County and at least two-thirds of the Representatives for Barnstable County and the member municipalities of Barnstable County are physically present or participating remotely in accordance with 940 C.M.R. 29.10. In accordance with 940 C.M.R. 29.10 and the Open Meeting Law, M.G.L. c. 30A, §§ 18-25, a simple majority of the members of the public body must be physically present. While a quorum is present, unless another provision is made by law, this Agreement or by the Compact's own rules, all business shall be determined by a majority vote of all participating members.

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

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

E. Rules and Minutes.

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

F. Voting.

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

G. Resignation and Removal.

1. Resignation.

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

2. Removal.

Any Representative (or alternate) may be removed at any time with or without cause by

their appointing authority. The Governing Board may remove a Representative from the Executive Committee or the Governing Board only with good cause.

H. Vacancies.

1. Vacancies on the Governing Board.

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

2. Vacancies on the Executive Committee.

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

3. No Right to Compensation.

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

ARTICLE IV: MEETINGS OF THE GOVERNING BOARD

A. Place.

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

B. Annual and Regular Meetings.

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

less frequently than quarterly.

C. Special Meetings.

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

D. Notice.

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

E. Vote of Interested Representatives.

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

In case the Compact enters into a contract or transacts business with any firm, corporation or association of which one or more of its Representatives is a member, stockholder, trustee, director, officer, or employee, such contract or transaction shall not be invalidated or in any way affected by the fact that such Representative or Representatives have or may have interests therein which are or might be adverse to the interests of the Compact. No Representative or Representatives having disclosed such adverse interest shall be liable to the Compact or to any creditor of the Compact or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such Representative or Representatives be accountable for any gains or profits to be realized thereon.

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

ARTICLE V: OPEN MEETING LAW; EXECUTIVE SESSIONS

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

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

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

ARTICLE VI: G.L. c. 268A

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

ARTICLE VII: OFFICERS

A. Election.

At its first meeting of the calendar year, the Governing Board shall elect a chair, vice

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

B. Qualifications.

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

C. Vacancies.

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

D. Removal and Resignation of Officers.

1. Removal.

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

2. Resignation.

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

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

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

F. Chair.

The chair 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 chair. The chair also shall have such other powers and duties as customarily belong to the office of chair or as may be designated from time to time by the Governing Board.

G. Vice Chair.

The vice chair shall assist the chair and preside at meetings at which the chair is not present. The vice chair also shall have such other powers and duties as customarily belong to the office of vice chair 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 chair 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 chair or the Governing Board.

J. Other Officers.

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

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

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

K. Compact Administrator.

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

More specifically, the Compact Administrator shall be responsible for:

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

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

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

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

ARTICLE IX: COOPERATION

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

ARTICLE X: ELECTRICITY AND OTHER AGREEMENTS

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

ARTICLE XI: OTHER APPLICABLE LAWS

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

ARTICLE XII: INDEMNIFICATION OF REPRESENTATIVES AND ALTERNATES

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

include, to the maximum extent feasible, indemnification of the Representatives and the participating members.

ARTICLE XIII: AMENDMENT

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

ARTICLE XIV: TERM AND WITHDRAWAL

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

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

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

ARTICLE XV: CONSTRUCTION AND SEVERABILITY

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

ARTICLE XVI: MISCELLANEOUS

A. Principal Office.

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

B. Compact Records.

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

C. Fiscal Year.

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

D. Seal.

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

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

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

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

DPU. In addition, the Compact shall periodically prepare written overviews of the Compact's program activities for each member for inclusion in its individual town annual reports.

F. Multiple Originals.

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

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

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

H. Appendix.

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

AUTHORIZED AND AGREED TO BY:

Town of Barnstable

Town of Bourne

Town of Brewster

Town of Chatham

Town of Dennis

Town of Eastham

Town of Falmouth

Town of Harwich

Town of Mashpee

Town of Orleans

Town of Provincetown

Town of Sandwich

Town of Truro

Town of Wellfleet

Town of Yarmouth

Barnstable County

Town of Aquinnah

Town of Chilmark

Town of Edgartown

Town of Oak Bluffs

Town of Tisbury

Town of West Tisbury

County of Dukes County

BYLAWS
OF
CAPE LIGHT COMPACT
Adopted March 25, 2009

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

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