

**SELECTMEN'S MEETING AGENDA**

*Griffin Room, Town Hall*

*Regular Meeting 6:30 P.M.*

*Monday, October 19, 2015*

I. **CALL TO ORDER**

II. **PLEDGE OF ALLEGIANCE**

III. **WEEKLY BRIEFING**

IV. **PUBLIC COMMENT/ANNOUNCEMENTS**

V. **CONSENT AGENDA**

A. Approve Minutes –

1. September 28, 2015 Executive Session

2. October 5, 2015 Regular Meeting

B. Approve recommendation of the Interview/Nomination Sub-committee to appoint new members to Waterways Committee, Cultural Council and Traffic Safety Committee

VI. **PUBLIC HEARINGS/PRESENTATIONS** *(Not earlier than 6:30 P.M.)*

A. Annual Meetings:

1. Bikeways Committee – Fran Salewski, Chair

2. Cultural Council – Lynn Schweinhaut, Chair

3. Trails Committee – Matthew Cushing, Chair

4. Historic District/Historical Commission – Gregory Winston, Chair

B. Cape Light Compact Update – Margaret Downey

VII. **OLD BUSINESS**

VIII. **NEW BUSINESS**

A. 6<sup>th</sup> Revised and Amended Revision to the Intergovernmental Agreement – *discussion and possible vote*

B. Wastewater Educational Moment – Joint meeting of Chatham/Harwich Wastewater Sub-committee - *discussion*

C. Extension for Family Pantry License Agreement for use of town land located at 133 Queen Anne Road – *discussion and possible vote*

D. Engagement Letter for audit services from Lynch, Malloy, Marini, LLP – *discussion and possible vote*

IX. **TOWN ADMINISTRATOR'S REPORT**

A. Brooks Free Library electrical issues

X. **SELECTMEN'S REPORT**

XI. **ADJOURNMENT**

*\*Per the Attorney General's Office: The Board of Selectmen may hold an open session for topics not reasonably anticipated by the Chair 48 hours in advance of the meeting following "New Business." If you are deaf or hard of hearing or a person with a disability who requires an accommodation contact the Selectmen's Office at 508-430-7513.*

**Authorized Posting Officer:**

**Posted by:** \_\_\_\_\_

Town Clerk

\_\_\_\_\_  
Sandra Robinson, Admin. Secretary

**Date:** October 15, 2015

**MINUTES  
SELECTMEN'S MEETING  
GRIFFIN ROOM, TOWN HALL  
MONDAY, OCTOBER 5, 2015  
6:30 P.M.**

**SELECTMEN PRESENT:** Brown, Cebula, Hughes, MacAskill

**OTHERS PRESENT:** Town Administrator Christopher Clark, Paula Champagne, David Spitz, James Atkinson, Vickie Goldsmith, Frank Boyle, Mayla Secola, Mary Jane Watson, and others.

**MEETING CALLED TO ORDER** at 6:30 p.m. by Chairman Hughes.

**WEEKLY BRIEFING**

Ms. Champagne reported that there will be no public flu clinic this year. She noted that attendance has been dwindling in recent years and there are a plethora of places accepting walk-ins for flu shots including the local markets and Fontaine Medical Center. She added that the Massachusetts Department of Health is no longer providing free vaccines to local health departments.

Ms. Goldsmith thanked Mr. Hughes for coming to the dedication of the recent Habitat Humanity Blitz Build and commented that it meant a lot to the home builders who contributed so much. She noted that there were over 200 participants and 75 companies involved in the project.

**CONSENT AGENDA**

- A. Approve Minutes –
  - 1. September 8, 2015 Executive Session
  - 2. September 14, 2015 Regular Session
  - 3. September 21, 2015 Executive Session
  - 4. September 21, 2015 Regular Session
- B. Approve application for Hawkers & Peddlers License by Pilgrim Lodge
- C. Approve application for Lodging House License for Gingerbread House
- D. Accept the resignation of Eileen Brady from the Historic District/Historical Commission effective September 24, 2015
- E. Accept various gift donations to be deposited into the Saquatucket Harbor Demolition/Beautification Account
- F. Confirm the appointment of Alexandra Olsen to the position of part-time Community Center Clerical Aide (PT-3 Step 5) at the rate of \$14.85/hour

Ms. Brown moved approval of the Consent Agenda. Mr. MacAskill seconded the motion and the motion carried by a unanimous vote.

**PUBLIC HEARINGS/PRESENTATIONS** *(Not earlier than 6:30 P.M.)*

- A. Annual Meetings:

1. Planning Board – Jim Atkinson, Chair

Mr. Atkinson provided the annual report of the Planning Board. He agreed to come back to discuss the Cumberland Farms project.

2. Board of Health – Mary Jane Watson, Vice Chair/Acting Chair

Ms. Watson provided the annual report of the Board of Health. Chairman Hughes asked Ms. Champagne to come back to do a presentation on Accela.

3. Housing Committee – Mayla Secola, Chair

Ms. Secola provided the annual report of the Housing Committee. She and Mr. Spitz took questions regarding the Willow Street property. Chairman Hughes suggested placing this item on the agenda. Ms. Cebula noted that there is a CPC article from three years ago for \$50,000 for tax title work and there seems to be issues as to how to spend it. She asked that this be brought up at the same time.

B. Board of Selectmen FY 2017 Budget Message

Chairman Hughes read the budget message as follows:

The Harwich Town Charter, section 9-2-2, requires that the Board of Selectmen provide a budget message on or before the first Tuesday in October to guide the Town Administrator in the development of the budget for the fiscal year ahead. The lack of projected and planned savings associated with regionalizing our school system and the challenges of employee's health care benefits have put significant pressure on the municipal budget in recent years.

In an effort to continue to provide high quality municipal services and improve our equipment and facilities we have increasingly relied on capital and debt exclusions, which the voters have on many occasions supported. Although this approach has allowed us to technically stay within the confines of Prop 2-1/2 our taxpayers continue to pay more. We have also enjoyed reasonable growth, which has generated new revenues to support our expenditures.

Consistent with the most recent Town Administrator goals & objectives the FY 2017 budget needs to stay within the limits of Prop 2-1/2 plus forecasted growth. The use of capital / debt exclusions to satisfy items typically supported via the budget shall be minimized. Any and all items proposed outside of 2-1/2 / growth shall be rank ordered with priority justification.

Specifically any and all additions to personnel (hours and/or people) must be within the limits of Prop 2-1/2 and not detract from building maintenance.

To help to effectively manage our department budgets we suggest the allocation of indirect costs to each department. This will provide us with a better understanding of the total costs to operate each of our departments as we continue to match fees with services. It is necessary to review total department costs including those that are carried by another department (DPW for instance) when determining fees. If planned expenses are not covered through fees, an article

should be developed for town meeting so that the taxpayers can determine if they are willing to use property taxes to fund these expenses.

Significant improvements to the water and land sides of Saquatucket Harbor are actively being pursued. Harbor income surplus funds should be used to offset the payments associated with repayment of these funds over time. We recommend the development of a payment / cash flow schedule spread over the life of the debt repayment to guide the consideration of user fees once the facilities have been improved. In this manner the users will pay for the improvements which they enjoy, not the taxpayer. Therefore, beginning with the FY2017 budget, any excess of waterways revenue in excess of appropriate costs should be placed in a waterways capital fund rather than free cash.

As we prepare to move forward with our Comprehensive Wastewater Management Plan covering a 40 year span, the taxpayers will shoulder a \$200+ million burden. Wastewater will be funded through a combination of real estate taxes, infrastructure funding, enterprise funding and user fees. In reality these are taxes to be paid by taxpayers in addition to existing real estate taxes and fees.

As discussed on several occasions the Board of Selectmen has a keen and active interest in providing for the proper maintenance of our existing facilities. For too long we have used building / facility maintenance as the buffer to balance the budget. This segment of the budget needs to be adequately funded so as to preserve our municipal assets and improve their operational efficiency wherever feasible. In the process of developing the FY2017 budget we believe it is appropriate to manage building maintenance by consolidating all department maintenance into a single building maintenance account under the control of Sean Libby.

We encourage you to manage expectations in the process of soliciting and integrating individual department requests for FY 2017. As a Board we are prepared to assist you in this process. We look forward to better understanding the priorities and working through the difficult yet necessary task of saying "no".

Ms. Cebula proposed changing "any excess of waterways revenue" to "any existing excess of waterways revenue." She asked Mr. Clark to run through FY 6/30/14 ending for the revenues that came in, actual v. budget, what would be the pilot payment, allocation of benefits, insurance etc. so we know what we are talking about. With regard to the language "Specifically any and all additions to personnel (hours and/or people) must be within the limits of Prop 2-1/2 and not detract from building maintenance," Mr. Clark stated that if we are going to add any personnel then Building Maintenance would be the priority followed by Police and the Fire Department would be perpetual. He expressed concern for matching fees to services noting that the Recreation Department was able to offset their direct costs but the indirect are as just as substantial. He stated that it would be a substantial change to have it all fee driven. Chairman Hughes stated that there are certain things in government for which you are never going to cover the cost. Ms. Cebula stressed that it is time to start allocating the costs directly into Munis. It was agreed that she would meet with Mr. Clark and Mr. Gould to go through the indirect costs. Mr. MacAskill asked to be sent the indirect costs.

## **NEW BUSINESS**

- A. Request by Habitat for Humanity for Selectmen to accept the deed to the road (Lot 8) and approve the covenant, passbook agreement, and indemnification agreement for the Oak Street development – *discussion and possible vote*

Ms. Cebula recused herself on this item. Mr. Clark stated that the documents allow for the acceptance of the roadway with the understanding that there is also a conveyance and this allows Habitat to start selling homes as well allows the Town to accept the improvements that will be coming. He noted that if the improvements don't happen we have protections in place to finish the section of the roadway that the Town anticipated that it would receive. Ms. Goldsmith reported that the project should be completed and all sold in April. She stated that the Town had already agreed to take back Lot 8 and Habitat would have it top coated before the first sale but now that one house was selected for a blitz build and is ready for sale, it is not reasonable to put the top coat on before the rest of the project is finished so this allows them to sell the home that is finished rather than leaving it vacant. She stated that they will top coat it before they sell the rest of the houses and there is a \$12,000 security payment for that. Mr. MacAskill moved to approve the request by Habitat for Humanity for the Selectmen to accept the deed to the road, Lot 8, and approve the covenant, passbook agreement, and indemnification agreement for the Oak Street development. Ms. Brown seconded the motion and the motion carried by a 3-0 vote.

- B. Wastewater Educational Moment – Preliminary Construction Schedule for the Muddy Creek Project – *discussion*

Mr. Clark provided an update on the construction schedule for Muddy Creek and noted that it is a draft work plan and he hopes to have a more finalized plan in November/December with road closure starting in December or January. He noted that he will be bringing forward for the Board's signature a covenant document agreed upon with a homeowner who would have a flooding impact from the project.

## **TOWN ADMINISTRATOR'S REPORT**

- A. DEP affirmation of the Harwich Conservation Commission's order of Conditions approving the proposed relocation of the Bay View Road public access path

Mr. Clark outlined the letter from DEP approving the proposed relocation of the Bay View Road public access path. He described two options to construct the path, one using AmeriCorps volunteers under the direction of Amy Usowski or to use Wilkinson Environmental. He said he would present a plan in the next week or so to let the Board know what direction we are headed in.

He reported that we have resolved some issues related to the Golf reorganization and the Board Secretary coverage at the Community Development departments. He noted there is a new workflow plan for the 2<sup>nd</sup> floor, he will be putting together an implementation plan for the plastic bag ban, he is currently in active negotiations with four unions, and is in the process of assembling the capital outlay requests and hopes to have a summary for the next meeting.

Mr. Clark reported that there was a fire on Pleasant Lake Avenue for which we had to have the house demolished because it presented an imminent hazard. He noted that the initial demo cost

was \$1,000 and we obtained 3 quotes to have the building demoed and taken away for which the total cost is \$14,600 and we will ask for a reserve fund transfer from the Finance Committee.

Mr. Clark further reported that the Town Engineer has gotten quotes for the columns at the library, and solid wood is cheaper than plastic. He said he will send the information to the trustees to see if they want wood or plastic and will seek a reserve fund transfer for that as he sees this as a potential hazard. In answer to a question from Ms. Cebula about recouping money on the demolition of the fire damaged home, Mr. Clark noted that we have placed a demolition lien on the property and the property owner signed off and gave us consent to do the work.

### **SELECTMEN'S REPORT**

Ms. Cebula stated to Mr. Clark that she had not received the Excel backup package on the 5 year plan yet. Mr. Clark responded that after the meeting the next day, the Accountant advised him that there was a mistake in one of the spreadsheets and we went from about \$13,000 in shortfall to \$180,000. He said he was expecting to work through it with the Accountant today to get a sense of what happened unfortunately the accountant was out sick today.

### **ADJOURNMENT**

The meeting adjourned at 8:03 p.m.

Respectfully submitted,

Ann Steidel  
Recording Secretary



# MEMO

**TO:** Board of Selectmen

**FROM:** Angelo La Mantia, Michael MacAskill  
Selectmen's Interview/Nomination Committee

**RE:** Appointment Recommendation

**DATE:** October 15, 2015

*AL*

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Following posted interviews held on Wednesday, October 14, 2015, we would like to recommend to the Board the following appointment:

Joan Sachetti	Harwich Cultural Council	Term to expire on 6/30/2016
Roger Peterson	Waterways Committee (Alternate)	Term to expire on 6/30/2016
Jerry Scannell	Traffic Safety Committee	Term to expire on 6/30/2018

Good Evening:

I am Fran Salewski, Chairman of the Harwich Bike committee. I would like to take a minute to acknowledge and thank other members of the committee in the audience for their participation on the committee

Our Committee attendance is good. We currently have 7 members. The Bikeways Committee has responsibilities and projects, but a lot of it is delegating or commissioning; such as Old Colony Rail Trail (OCRT) projects to the Highway Department; We attend meetings, such as with MassBike, a bike advocacy organization, Cape Cod Commission, Traffic Safety Committee, the Planning Department, the Highway Department, or our counterparts in neighboring villages, and others, but there also, it usually doesn't necessarily involve the whole Committee.

Our main and never ending goals or plans are threefold:

1. Maintenance of the OCRT.
2. Improving bike safety.
3. Enhancing the bike environment.

Our thanks to Link Hooper and his staff for the maintenance of the trail.  
Our thanks to Chief Guillemette and his staff also our thanks to Chief Clark and his staff for their participation in the Bike Safety Rodeo. The Bike Safety Rodeo drew 65 participants.

The Bikeways Committee has submitted a request to the CPC committee for funding a set of signal lights for where the bike trail crosses Queen Anne Road

Our Committee members provided input to the Town Planner on his long term plan  
Our thanks also to the Garden Club of Harwich for their assistance in the additional perennial plantings of the Bike Rotaries at the Rt.39 crossings

Our Committee plans to Monitor bicycling use on the CCRT and OCRT



## **Harwich Cultural Council FY 2015 Activities and FY 2016 Goals**

The Harwich Cultural Council (HCC) is a town appointed, nine-member committee annually funded in part by the Commonwealth through the Massachusetts Cultural Council (MCC). The MCC awarded the HCC \$4,000 for FY 2015 and \$4,400 for FY 2016.

In past years the voters of Harwich have approved funds for grants at the annual Town Meeting. HCC was awarded \$2,500 for both FY 2015 and FY 2016. Additionally, fundraising and private gifts provide us with discretionary monies, which can be used for activities that meet MCC and HCC criteria.

The goal of the HCC is to enrich the cultural lives of our citizens. We are one of 329 local councils who are charged with allocating grant funds for community based projects, as well as, ticket subsidies for our students to theaters, museums and other educational venues in the arts, humanities and sciences.

### **2015 Activities:**

The HCC received 41 grant applications totaling nearly \$37,000 in funding requests. Through a standardized review process 32 cultural projects were partially funded for a total of \$10,000. Funding requests ran the gambit from early childhood initiatives to activities for our senior citizens.

In May 2015, the HCC sponsored a trip to the French and Italian Riviera. Approximately \$4,000 was raised which will be used to help fund future grant awards.

In June 2015, the HCC hosted a reception for grant recipients at Brooks Academy supported in part by the Harwich Historical Society and local merchants. There were approximately 35 in attendance. Grantees were given the opportunity to share information about their projects. In addition, members of the Monomoy Middle School chorale treated us to a wonderful performance.

The HCC is conducting a community needs assessment to determine how to better serve our citizens.

### **2016 Goals:**

The HCC will increase its role and presence in the community by collaborating with other councils and community organizations

In late October 2015, the HCC will begin the review process for FY 2016 grant proposals.

The HCC will host a reception to honor the 2016 grant recipients in the spring of 2016.

The HCC will continue our fund raising efforts.

The HCC will increase public awareness of upcoming events sponsored by the council by using a variety of approaches.

The council will continue to strive to support high quality cultural activities that meet the needs of Harwich citizens.

Respectfully submitted,  
Lynn Schweinshaut  
Harwich Cultural Council Chair

# Cape Light Compact Update:

## *The Next Energy Efficiency Plan and Smart Grid*

**Cape Light  
Compact**



*Working Together Toward A Smarter Energy Future*

# Agenda for Presentation



- 2016-2018 Energy Efficiency Plan – Enhanced offerings and new opportunities
- Grid Modernization

# Cape Light Compact



- 21 towns and 2 counties on Cape Cod and Martha's Vineyard working together to serve customers through delivery of:
  - proven energy efficiency programs
  - effective consumer advocacy
  - competitive electricity supply and green power options
- Model for other community choice aggregation programs in MA and nationally
- DPU approved the updated Aggregation Plan in May 2015



# Background on 3-Year Energy Efficiency Plan



- 2008 Massachusetts Green Communities Act (GCA) mandates *“electric and natural resource needs shall first be met through all available energy efficiency and demand reduction resources that are cost effective or less expensive than supply.”*
- The Compact works collaboratively with seven other statewide Program Administrators (PAs) to provide cost-effective energy efficiency programs. These programs are most commonly known as Mass Save®.
- As a result of the GCA, the seven statewide PAs have very aggressive savings goals that need to be met.
- 2016-2018 is the third 3-year Energy Efficiency Plan filed by the Compact.
- The Compact has held several Community Outreach Forums since May to seek customer input

# Overview of Compact Programs



Residential	Low-Income	Commercial & Industrial
Non Low-Income - (61% or greater of state median income)	Up to 60% state median income	Businesses – including non-profits, churches, etc.
Multi-Family – 5+ units on property	Fuel Assistance recipients	Industrial
	Customers who receive other low-income benefits	Municipal

# Current Compact Residential Programs



**1. Chimney Balloon**  
**\$35 rebate** A removable, reusable, and durable device that helps to stop airflow, odor, and debris from flowing through your chimney.

**Cape Light Compact's Home Energy Assessment**  
 Includes **Free** energy efficient light bulbs, **Free** air sealing, and will cover 75% of the cost up to \$4,000 to install recommended insulation for eligible homes. Please call (800) 797-6699 to schedule your free home energy assessment today!  
 Additional benefits for income qualified customers.

**6. Solar Domestic Hot Water**  
**\$500-1500 rebate**  
 for solar domestic hot water heating systems. Rebate amount depends on number of household members. Pre-approval required and must replace electric hot water heater.

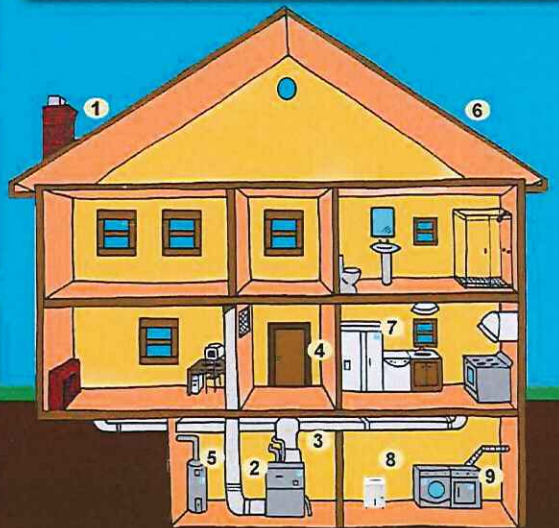
**2. Heating Systems, Controls, & Water Heaters**  
**\$100-1200 rebate\*** for oil & propane heating systems.

**Mass Save® HEAT Loan Program**  
 The HEAT Loan Program provides loans up to \$25,000 with 0% interest and terms up to 7 years for approved measures.\*\* To apply for the loan you must own a one to four-family home and have a home energy assessment. To view eligibility requirements, please visit [www.capelightcompact.org/heat](http://www.capelightcompact.org/heat).

**7. Appliances**  
**\$50 rebate** for recycling your second refrigerator or freezer.  
**\$50 rebate** for a new ENERGY STAR® Most Efficient qualified refrigerator.  
**\$20 rebate** for a new ENERGY STAR® qualified freezer.  
**\$40 rebate** for an ENERGY STAR® Room Air Cleaner.

**3. Central Air Conditioning**  
**\$250-500 rebate** for central cooling and minisplit heat pump systems.

**4. Efficient Thermostats\***  
 limit 2 per customer (oil & propane)  
**\$25 rebate** for 7-day programmable thermostat.  
**Up to \$100 rebate** for Wi-Fi thermostat with Wi-Fi Connection enabled.



**8. Dehumidifier \$30 rebate**  
 on ENERGY STAR® certified dehumidifiers.

**9. Clothes Dryer**  
**\$50 rebate** for ENERGY STAR® certified electric clothes dryers.

\*Natural gas equipment related rebates are available through GasNetworks at [www.gasnetworks.com](http://www.gasnetworks.com).

\*\*Subject to lender approval.

[www.capelightcompact.org/ResRebates](http://www.capelightcompact.org/ResRebates)



- Additional Programs:**
- New Construction
  - Multi-Family
  - Lighting & Products

CONTACT US AT 800-797-6699 OR  
[WWW.CAPELIGHTCOMPACT.ORG](http://WWW.CAPELIGHTCOMPACT.ORG)



# Enhanced Residential Home Energy Services Offerings



*Home Energy Services provides energy audits for existing 1-4 family homes that provides recommendations for insulation (also called weatherization) and air sealing as well as installations for efficient lighting to replace inefficient ones.*

## Continue Current CLC Enhancements

75% up to \$4,000 for weatherization

100% up to \$4,000 for:

- Customers between 61-80% of state median income
- Year-round tenants (who pay own electric bill)

Serve customers with natural gas heated homes who prefer to be served by the Compact, in addition to homes that heat with other fuels (electricity, oil, propane, wood, etc.)

# Enhanced Residential Offerings



Cape Light Compact buys down the interest on loans for efficiency improvements in existing residential dwellings that participate in the home energy assessment and have qualifying measures. The loan is 0%, 2-7 years, and between \$500-\$25,000. Banks do the qualification. No work can be done until approval has been completed.

- HEAT Loan – interest bought down by the Compact

Current HEAT Loan Offering	Proposed Compact HEAT Loan Offering
0% interest loan for eligible energy efficiency improvements	Maintain 0% interest or have sliding scale for interest based on income
	Create financing option for customers not eligible due to low credit scores

- Consider offering incentives to reduce usage during peak days in the summer to decrease costs

# Enhanced Residential Multi-Family (5+ units on a property) Offerings



- Currently the Compact weatherizes:

Condo/apartments		<u>Heating Fuel Type</u>	
			Electric (Gas through NGRID)
			Oil/Propane

- Propose to weatherize oil/propane heated facilities
- Enhanced benefits for increased participation at multi-family sites

# Low-Income Residential Offerings



Statewide, low-income qualification is done through the gas and electric discount rates and fuel assistance. Cape Light Compact found that some people qualified for these services but were not on the rate; therefore, we offered our own verification to access energy efficiency services.

- Continue Compact-specific income verification for low-income customers

Household Members	60% State Median Income (SMI)
1	\$32,618
2	\$42,654
3	\$52,691
4	\$62,727

# Commercial & Industrial Programs



	Small (<100,000 kWh)	Medium (100,000 – 1M kWh)	Large (>1M kWh)
# of Customers	>17,000	>1,100	<90
% of Customers	~94%	~5%	<1%
% of C&I Load	~32%	~38%	~30%



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[WWW.CAPELIGHTCOMPACT.ORG](http://WWW.CAPELIGHTCOMPACT.ORG)

# Small Business Programs



Using Compact Installer	Current Small Commercial Program	Proposed Small Business Program
<b>Eligible Customers</b>	<300 kW per year	<100,000 kWh per year
<b>Incentive*</b>	Up to 80%	Up to 80%-90%
<b>Assessment</b>	<ul style="list-style-type: none"> <li>• Site specific screening</li> <li>• No instant savings measures</li> <li>• Proposal sent to customer 1-2 weeks following assessment</li> <li>• Installations completed</li> </ul>	<ul style="list-style-type: none"> <li>• Instant savings measures available at time of assessment (i.e. lighting &amp; smart strips)</li> <li>• Proposal given at time of assessment</li> <li>• Installations completed</li> </ul>

*\*Custom & prescriptive incentives available for using your own installer*

# Medium Business Programs



Current Medium Commercial Program	Proposed Medium Business Program
> 300 kW annual demand	100,000 kWh – 1 million kWh annually
Use your own installer	Use Compact installer? Own installer?
Custom applications – up to 50% incentive	Incentive?
Prescriptive applications – 70% average incentive	Roll-out phasing of programs designed for specific industries (lodging, grocery, healthcare, etc.)
	Access to industry experts for segment specific measures



CONTACT US AT 800-797-6699 OR  
WWW.CAPELIGHTCOMPACT.ORG

# Large Business Programs



- New and Enhanced Benefits:
  - Dedicated Compact staff liaison
  - Site-specific energy needs better served
  - Develop short/long term efficiency plans
  - Minimum 50% incentive for eligible measures



CONTACT US AT 800-797-6699 OR  
[WWW.CAPELIGHTCOMPACT.ORG](http://WWW.CAPELIGHTCOMPACT.ORG)



# Enhanced C&I Programs



- Municipalities – 7% of total C&I customers
  - Incentives (up to 100%) for equipment maintenance training to ensure savings
- Non-profits
  - Governing Board is discussing offering enhanced incentives to non-profits meeting certain criteria

# Calendar of Events



Date (all 2015)	Action
April 30	Compact & all PAs submitted draft 2016-2018 Statewide EE Plan
May – September	Meetings/outreach to community on Compact specific proposed offerings
September 18	Second draft of Plan due
September-November	Presentations to Boards of Selectmen/Town Council/County Commissioners
October 31 (on or before)	Compact & all PAs file final 2016-2018 Statewide EE Plan with Department of Public Utilities

## We Want Your Feedback:

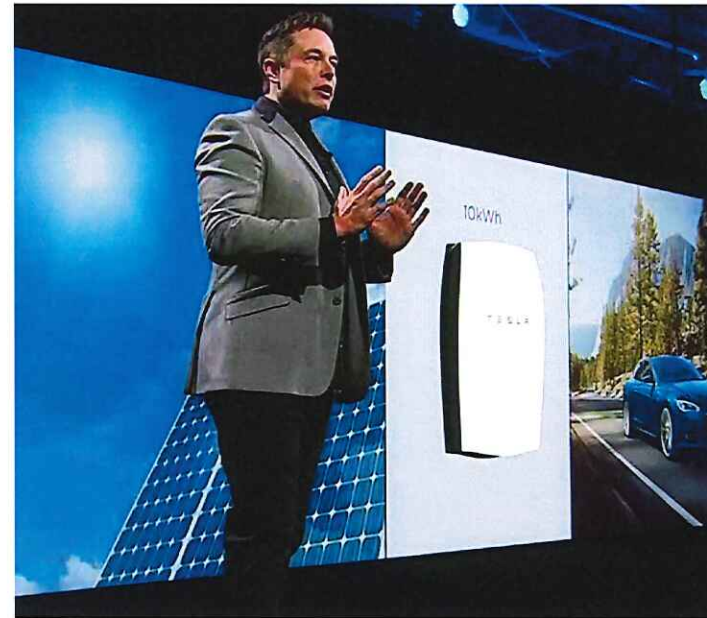
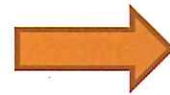
- Cape Light Compact's online survey – [www.capelightcompact.org/eeplan](http://www.capelightcompact.org/eeplan)

# Grid Modernization



What are we talking about?

- The “smart grid” or grid modernization = use of increased remote data collection and automation to increase efficiency of grid, allow for two-way power flows (not just generator->user), and increase reliability



## Grid Modernization

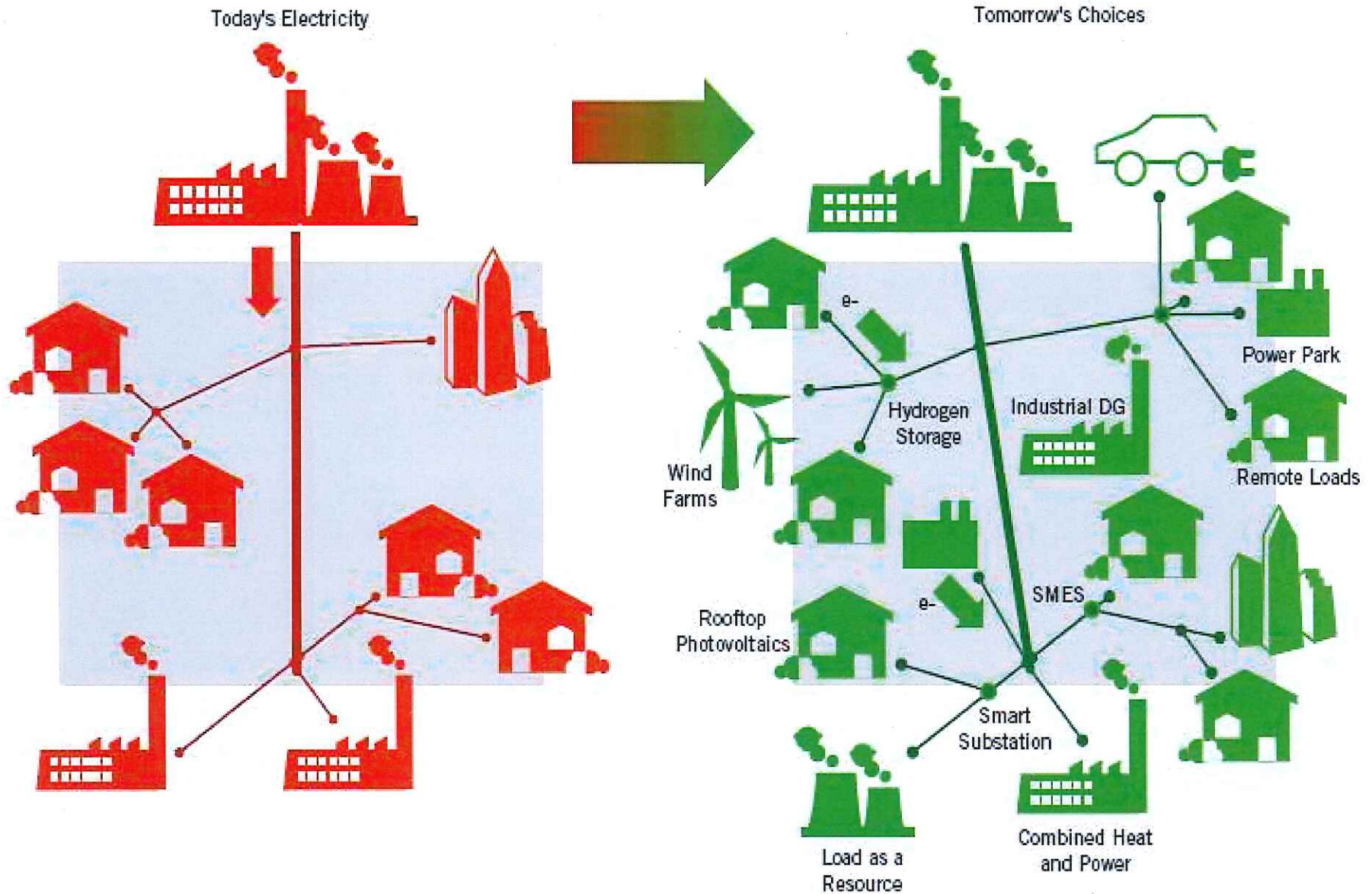


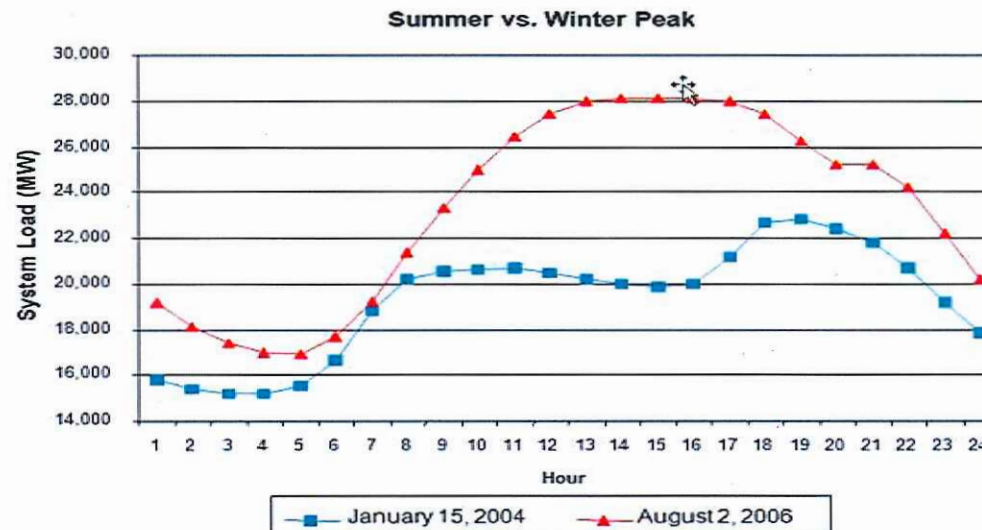
Fig. 1. The IEEE's version of the Smart Grid involves distributed generation, information networks, and system coordination, a drastic change from the existing utility configurations.

# DPU – Grid Mod Objectives



1. Reduce the effect of outages
2. Optimize demand, which includes reducing system and customer costs
3. Integrate distributed energy resources
4. Improve mobile workforce and asset management

New England  
all-time peak  
demands –  
average 2014  
load ~ 14,500  
MW



# Utility Approaches



- Eversource
  - Focus on grid-facing technologies
  - Strong emphasis on reliability
  - Not convinced residential/small business customers will benefit from TOU/advanced metering
  - Point out that – 2% of their customers = 80% of C&I usage, and 80% of their customers = 6% of C&I usage
- National Grid
  - Calls their plan “utility of the future”
  - Want to be “platform provider” – like iPhone analogy
  - More of an all of the above approach
  - AMI for ~ 15,000 in Worcester
  - Exploring batteries as well

# What Could This Mean for the Cape?



- Power supply – TOU?
- Greater focus on kW vs. kWh
- Geo-targeting
- Integration of renewables
- Energy storage (batteries)
- EVs?
- **Crucial question – metering/data availability?**



Acadia Center Utility Vision

[http://acadiacenter.org/wp-content/uploads/2015/02/AcadiaCenter\\_UTILITY\\_Vision\\_WebView\\_S.pdf](http://acadiacenter.org/wp-content/uploads/2015/02/AcadiaCenter_UTILITY_Vision_WebView_S.pdf)

# Next Steps for the Compact



- Communicate Compact's position on Grid Mod to Eversource
- Participate in Eversource's Grid Mod Plan at the DPU – which was filed in August 2015
- Explore ways the Compact can integrate Grid Mod components into its energy efficiency programs
- Collaborate with other Cape and Vineyard Stakeholders on Grid Modernization



October 1,2015

Mr. Chris Clark- Town Administrator  
M Peter Hughes- Chairman, Board of Selectmen

Attached to this letter is 6th Revised and amended Revision to the Intergovernmental Agreement (IGA), the document which originally set up the Cape Light Compact and continues to define the operations,. Each town which joined the Compact signed the IGA

This is the same document which has been in effect since 1998 and has been signed and approved by the Boards of Selectmen (Town Council) in all 21 Cape and Vineyard Towns It has served the towns well and the revisions noted here are mainly to update wording, clarify meaning and make the language meet modern understanding. The one major change is in the addition of Section VII,K which spells out for the first time the duties and responsibilities of the Compact Administrator, a position held by Maggie Downey, again, since the Compact was formed.

Of note is the fact that this document does and always has defined the responsibilities of the Community Representative to the Compact (Article IIIA). It provides that this representative has authority to act for the town on all issues, where the approval of the Board of Selectmen is not specifically required . I have filled that position , again since the formation of the Compact in1998. On any occasion where the decision may have a significant impact upon the town, I have made it my habit to consult with the Town Administrator and or the Board of Selectmen prior to acting.

It is expected that the Compact Governing Board will act to approve this version of the Intergovernmental Agreement at its next meeting on November 11, 2015

Ii will be out of town, most of the week of October 5,, I will return and be available for appearance before the board after that

Barry R Worth  
Harwich Representative to the Cape Light Compact

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

\*\*\*\*\*

This ~~Sixth~~**Fifth** Amended and Restated Inter-Governmental Agreement (“Agreement”) is dated as of ~~October~~September xx, 201~~5~~2 and is entered into by and between the County of Barnstable, County of Dukes County and the municipalities legally joining therein, pursuant to the authority of Massachusetts General Laws Chapter 40, §4A.

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE I: POLICY AND PURPOSE**

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

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

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

## ARTICLE II: POWERS OF THE COMPACT

The Compact shall have the following powers:

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

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

### **ARTICLE III: GOVERNING BOARD**

**A. Powers of the Community Representatives.**

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

**B. Number, Qualifications and Term of Office.**

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

**C. Executive Committee.**

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

**D. Manner of Acting and Quorum.**

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

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

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

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

**E. Rules and Minutes.**

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

**F. Voting.**

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

**G. Resignation and Removal.**

**1. Resignation.**

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

**2. Removal.**

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

**H. Vacancies.**

**1. Vacancies on the Governing Board.**

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

**2. Vacancies on the Executive Committee.**

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

**3. No Right to Compensation.**

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

**ARTICLE IV: MEETINGS OF THE GOVERNING BOARD**



**A. Place.**

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

**B. Annual and Regular Meetings.**

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

**C. Special Meetings.**

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

**D. Notice.**

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

**E. Vote of Interested Representatives.**

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

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

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

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

#### **ARTICLE V: OPEN MEETING LAW; EXECUTIVE SESSIONS**

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

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

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

#### **ARTICLE VI: G.L. c. 268A**

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

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

## **ARTICLE VII: OFFICERS**

### **A. Election.**

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

### **B. Qualifications.**

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

### **C. Vacancies.**

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

### **D. Removal and Resignation of Officers.**

#### **1. Removal.**

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

#### **2. Resignation.**

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

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

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

**F. Chairman.**

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

**Vice Chairman.**

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

**G. Treasurer.**

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

**H. Secretary.**

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

**I. Other Officers.**

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

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

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

**K. Compact Administrator.**

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

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

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

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

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

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

#### **ARTICLE IX: COOPERATION**

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

#### **ARTICLE X: ELECTRICITY AND OTHER AGREEMENTS**

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

#### **ARTICLE XI: OTHER APPLICABLE LAWS**

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

#### **ARTICLE XII: INDEMNIFICATION OF REPRESENTATIVES AND ALTERNATES**

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

#### **ARTICLE XIII: AMENDMENT**

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

#### **ARTICLE XIV: TERM AND WITHDRAWAL**

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

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

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

#### **ARTICLE XV: CONSTRUCTION AND SEVERABILITY**

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

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

#### **ARTICLE XVI: MISCELLANEOUS**

##### **A. Principal Office.**

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

##### **B. Compact Records.**

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

##### **C. Fiscal Year.**

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

##### **D. Seal.**

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



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

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

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

**F. Multiple Originals.**

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

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

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

**H. Appendix.**

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

**AUTHORIZED AND AGREED TO BY:**

Town of Barnstable

Town of Bourne

Town of Brewster

Town of Chatham

Town of Dennis

Town of Eastham

Town of Falmouth

Town of Harwich

Town of Mashpee

Town of Orleans

Town of Provincetown

Town of Sandwich

Town of Truro

Town of Wellfleet

Town of Yarmouth

Barnstable County

Town of Aquinnah

Town of Chilmark

Town of Edgartown

Town of Oak Bluffs

Town of Tisbury

Town of West Tisbury

County of Dukes County

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

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

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

# The Family Pantry of Cape Cod

*Gabriel's Place: Serving All of Cape Cod*

133 Queen Anne Road  
Harwich, MA 02645  
www.thefamilypantry.com  
508-432-6519

Mary E. Anderson  
Executive Director  
manderson@thefamilypantry.com

## Trustees

Rosemary O'Neill, *Chairperson*  
Judd Brackett  
Paul Covell  
James M. Cummings  
Elizabeth J. Dolan  
Shirley A. Gomes  
Mary Rose Griffin  
Richard A. Hamlin  
Rev. Gabriel Healy, ss.cc.  
Lawrence H. Hyde  
Mary E. Larkin  
Joseph McParland  
David Metzler  
Marilyn J. Mooradian  
Charles T. Newberry  
John O'Brien  
James Peterson  
Thomas H. Peterson, Jr.  
Margaret Weigand

## Directors

Amy Camenga, *President*  
Erik Porter, *Vice President*  
Gary Logie, *Treasurer*  
Larry Lyford, Secretary  
Susan Adsit  
Allan Campbell  
Debra DeCosta  
Leo Dunphy  
Kent Farrenkopf  
Jay Kavanaugh  
Matthew Kelley  
Mary Kocot  
Tom Langway  
Peter Moynagh  
Priscilla Perkins  
Abigail Pollock  
Richard Waystack

Christopher Clark  
Town Administrator  
Town of Harwich  
732 Main Street  
Harwich, MA 02645

Dear Chris,

As you know the Town has graciously executed a license agreement for the Pantry to use Town land directly in back of the Pantry's property located at 133 Queen Anne Road for a vegetable garden.

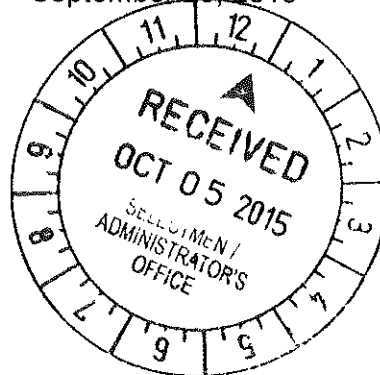
The agreement was executed on January 3<sup>rd</sup>, 2011 and terminates on December 31, 2015. There is also language that the license will automatically renew for five years unless either party gives 90 days notice.

I am writing to confirm that the Town is willing to extend for another five years. The Pantry has very successfully managed the garden for the past few years and our clients have come to look forward to the growing season and will often ask which vegetables are from our garden.


Attached is a copy of the original lease and an amendment which better defined the borders. I am on vacation for a few weeks but will be back in mid-October and available to discuss this with you or with the Selectmen at your convenience.

Thank you for your assistance.

September 29, 2015



Sincerely,



Mary Anderson

# The Family Pantry Corporation

*Gabriel's Place: Serving All of Cape Cod*

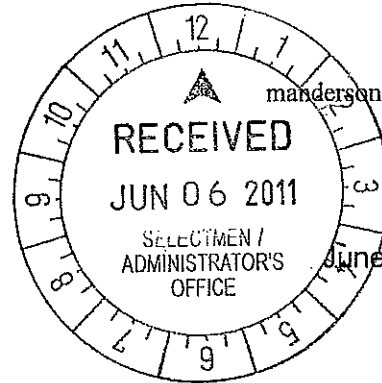
133 Queen Anne Road  
Harwich, MA 02645  
www.thefamilypantry.com  
508-432-6519

## Trustees

Rosemary O'Neill, *Chairperson*  
Judd Brackett  
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Thomas George  
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Joseph McParland  
Marilyn J. Mooradian  
Robert Murray  
Charles T. Newberry  
John O'Brien  
Thomas H. Peterson, Jr.  
Margaret Weigand

## Directors

Vincent P. Walsh, *Pres Emeritus*  
Richard E. Gomes, *President*  
Anne T. Watson, *Vice President*  
Brian Michaelan, *Treasurer*  
Mary Kocot, *Secretary*  
Amy Camenga  
Sara Chase  
Lorraine Cowhey  
Claudia Crockett  
Elizabeth H. Duggan  
Ronald Eaton  
Peter Luddy  
Jeanette M. Lynch  
Kellie Marchant  
Donald Milbier  
George P. Morris  
Peter Moynagh  
John O'Connor  
Kay Sacramone  
Richard Waystack



Mary E. Anderson  
*Executive Director*  
manderson@thefamilypantry.com

James Merriam  
Town Administrator  
732 Main Street  
Harwich, MA 02645.

Dear Jim:

Thanks so much for your help providing us a license to use the Town land abutting the back of our property at 133 Queen Anne Road for our vegetable garden.

As you know there was a misunderstanding with some of our volunteers and the original fence placement was not accurate. At this point the fence to the west/right side of our building has been moved back to the line that is a direct and straight extension from our property line to the power lines. This is the side that the Town has a potential sale of property.


On the east/left side of our building the fence is approximately 8 feet beyond what would be a direct and straight extension from our property line to the power lines. The last time we spoke you did not believe that this would be an issue and that we could leave that part of the fence as it currently located.

We do understand that this is a license to use the land and we remain prepared to move this fence and/or remove the entire garden for that matter at any time that the Town requests that we do so.

In talking with Geoff Larsen about the height of our fence he indicated that our fence is probably ok as long as I am sure it is on the licensed land. That, of course is the million dollar question! The license states that we have the use of 21,000 square feet and the current fenced in garden on town land is 19,900 square feet.

Thank you for your consideration of this request and I would be happy to discuss this further if that would be helpful.

Sincerely



Mary Anderson

**TOWN OF HARWICH**  
**LICENSE AGREEMENT**

This License Agreement entered into this <sup>3<sup>rd</sup></sup> day of Jan., 2011, <sup>Mass</sup> by and between the TOWN OF HARWICH, a municipal corporation, of Harwich, Massachusetts, hereinafter referred to as "the Town", and THE FAMILY PANTRY CORPORATION, a non-profit organization having an address of 133 Queen Anne Road, Harwich, MA 02645, hereinafter referred to as "the Licensee" (collectively, "the parties").

Whereas, the Licensee is engaged in the activity of providing food and growing food for qualifying inhabitants of Cape Cod, Massachusetts; and

Whereas, the Town is desirous of encouraging such activities on the part of the Licensee and feels that it is to the benefit of the Town and its inhabitants for the Licensee to carry on its activities; and

Whereas, in the interest of further promoting and encouraging such activities of the Licensee, it is desirous that a suitable land area be provided for the conduct of growing said vegetable garden by the Licensee; and

Whereas, the Town, acting through its Board of Selectmen, has agreed to make available to the Licensee 21,000 square feet of land, located on Town owned parcel G5, commonly referred to as the Town of Harwich Disposal Area, directly behind The Family Pantry Corporation, at 133 Queen Anne Road for such vegetable garden;

NOW, therefore, in consideration of the mutual promises herein contained and for other good and valuable consideration, it is hereby agreed by and between the Town and the Licensee as follows:

1. **License of Premises:** The Town licenses to the Licensee a certain tract of land described in "Exhibit A" as G5, hereto attached, and shown on Assessors Map #57, hereinafter referred to as "the Premises". The Town agrees that the Licensee will not be charged a user fee for the duration of this license agreement.

2. **Term:** The term of this License Agreement is for five (5) years, commencing on January 1, 2011 ("Commencement Date"), and ending on December 31, 2015. Either party may terminate this License Agreement for any reason, even convenience, by giving written notice of such termination to the other party. From October through February the notice shall be thirty (30) days and during the growing season of March through September the notice shall be One hundred and eighty (180) days. Upon the termination of this License Agreement, the Licensee, at its own expense shall remove all its nonpermanent, nonstructural facilities, apparatus, equipment and property from the Premises and restore the Premises to its original condition except no trees removed from the property will be replanted. This obligation shall survive the termination of this License Agreement. This license will automatically renew for five years unless either party gives ninety (90) days notice.



3. **Automatic Termination:** This License Agreement shall automatically terminate upon the dissolution of the Licensee as an organization or if the Licensee otherwise ceases to exist, whichever is applicable.

4. **Use of Premises:** It is a condition of this License Agreement that the Licensee shall use the Premises for the conduct of Licensee-sanctioned vegetable garden and other uses incidental thereto only, and for no other purposes.

5. **Alterations:** The Licensee shall not make any structural or non-structural alterations, additions, or improvements to the Premises other than those incidental to the upkeep and maintenance of the Premises, unless the Licensee first obtains the Town's prior written consent thereto. Any allowed alterations, additions, or improvements shall be at the Licensee's expense and shall be in equity at least equal to the present construction. The Licensee shall procure all necessary permits before undertaking any alterations or additions to the Premises and shall cause all such work to be performed in accordance with the requirements of the Town's insurers. The Licensee shall at all times comply with all laws, rules, orders and regulations of governmental authorities having jurisdiction thereof, in effect at the time of application for permits for such work. The Licensee agrees to employ responsible contractors for such work and shall cause such contractors to carry insurance in amounts no less than that required by the Licensee and agrees to submit certificates evidencing such coverage upon request of the Town.

All structural alterations, additions, or improvements made by Licensee shall become the exclusive property of the Town upon completion. All nonpermanent, nonstructural alterations, additions, or improvements made by Licensee shall remain the exclusive property of the Licensee. The Licensee may at any time, at its sole option, remove any nonpermanent, nonstructural alteration, addition, or improvement and restore the Premises to the same conditions as prior to such alteration, addition, or improvement excepting only reasonable wear and tear. Any trees removed to plant the garden will not need to be replanted at any time.

6. **Maintenance:** The Licensee shall have the sole responsibility and/or directly pay for the any maintenance activities.

The Licensee will implement the maintenance activities as described herein at its own expense at all times during the term of this License Agreement.

The Licensee will also ensure that volunteers and clients conduct themselves appropriately while on the Premises, so as not to cause excessive noise or use abusive language.

7. **Indemnification:** Licensee agrees to indemnify, pay on behalf of, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs, judgements, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by Licensee under this License Agreement, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than the Town.

The foregoing indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought hereon, and the defense thereof with counsel acceptable to the Town or counsel selected by an insurance company which has accepted liability for any such claim.

**8. Insurance:** The Licensee agrees to maintain in full force from the Commencement Date until the expiration of the term of this License Agreement, and thereafter so long as the Licensee is in occupancy of any part of the Premises, a policy of leading comprehensive public and commercial general liability and property damage insurance under which the Licensee is named as insured and the Town is named as additional insured, and under which the insurer agrees to provide coverage in the minimum amounts set forth below. Said policy must not exclude liability of participants. Each such policy shall be non-cancelable and non-amendable with respect to the Town without thirty (30) days prior notice to the Town and a duplicate original or certificate thereof shall be delivered to the Town within five (5) days of a request therefore.

The minimum limits of General Liability of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence/combined single limit and shall be not less than Two Million Dollars (\$2,000,000) in the aggregate per location. All required insurance shall be written with such companies qualified to do business in Massachusetts.

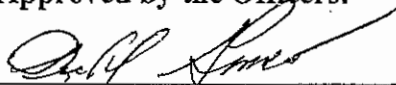
**9. Security:** The Licensee shall be responsible for providing adequate security and safety measures for all persons and all property upon the Premises.

**10. Assignment:** Licensee shall not assign the License Agreement without the express written consent of the Town. If the Town consents to the assignment, the assignee must agree in writing to use the Premises in accordance with the terms and conditions of this License Agreement, including, but not limited to, Section 7: Indemnification, and Section 8: Insurance.

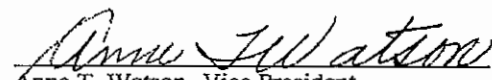
IN WITNESS WHEREOF, the Town of Harwich has caused this instrument to be signed by James Merriam, its Town Administrator, and the Board of Selectmen, and the Licensee has caused this instrument to be signed by its Officers, whose signatures are hereto affixed.

**LICENSEE:**

**Approved by the Officers:**



Richard Gomes- President



Anne T. Watson- Vice President



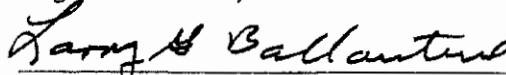
Brian Michaelan- Treasurer

**TOWN OF HARWICH:**

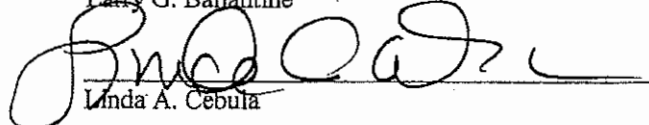
**Board of Selectmen:**



Angelo S. LaMantia, Chairman



Larry G. Ballantine



Linda A. Cebula

Mary Kocot (Secty)  
Mary Kocot- Secretary

[Signature]  
Mary Anderson, Director

[Signature]  
Edward J. McManus

[Signature]  
Robin D. Wilkins

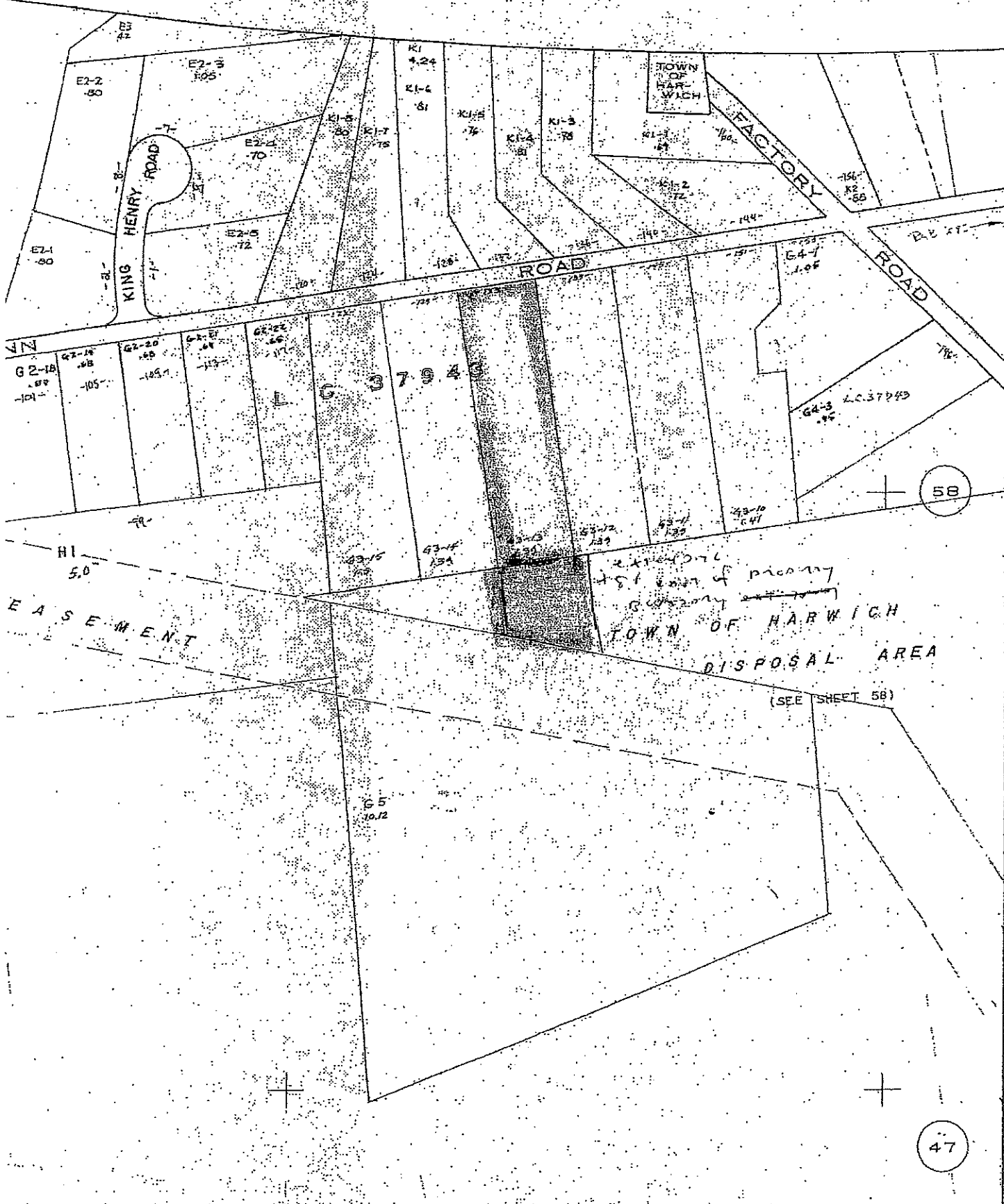
Approved by Town Administrator

[Signature]  
James R. Merriam

**EXHIBIT A**  
**(Premises Description)**

ROUTE 6

SEE SHEET 70 PARCEL C/O  
LIMITED ACCESS





August 31, 2011

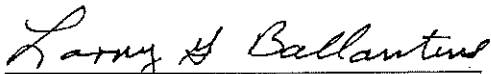
Ms. Mary Anderson, Executive Director  
**The Family Pantry Corporation**  
133 Queen Anne Road  
Harwich, MA 02645

Dear Ms. Anderson:

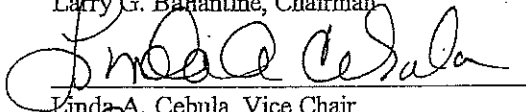
At a public meeting of the Board of Selectmen held on Monday, August 29, 2011, the Board voted to approve the Amendment to the License Agreement between the Family Pantry Corporation and the Town allowing the use of town land for a vegetable garden.

Please find enclosed three (3) original Amendments for signature. Once the Amendments have been signed, please send two (2) fully executed originals back to the Town to the attention of the Selectmen. Thank you for your assistance.

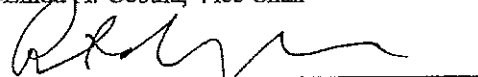
Sincerely,



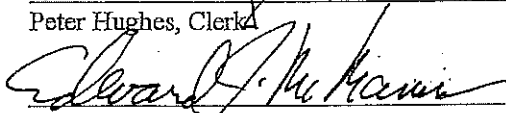
Larry G. Ballantine, Chairman



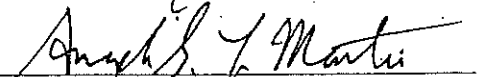
Linda A. Cebula, Vice Chair



Peter Hughes, Clerk



Edward J. McManus



Angelo S. La Mantia

HARWICH BOARD OF SELECTMEN

**AMENDMENT**  
**Family Pantry Corporation**  
**License to Use Town-owned Land**

The Harwich Board of Selectmen and the Family Pantry Corporation's Board of Directors hereby amend the License Agreement, dated January 3, 2011, to acknowledge that the vegetable garden fence will be extended on the eastern property line as shown on *License Plan of Land in Use by the Family Pantry* dated August 22, 2011 by the Harwich Engineering Department (Appendix A).

The parties also acknowledge the Family Pantry's right to erect an 8 ½ foot fence around the perimeter of the licensed area.

For the Town:

Family Pantry Corporation:

Larry Ballantines

Anne Watson President

[Signature]

[Signature] Vice President

[Signature]

Mary Kocot Secretary

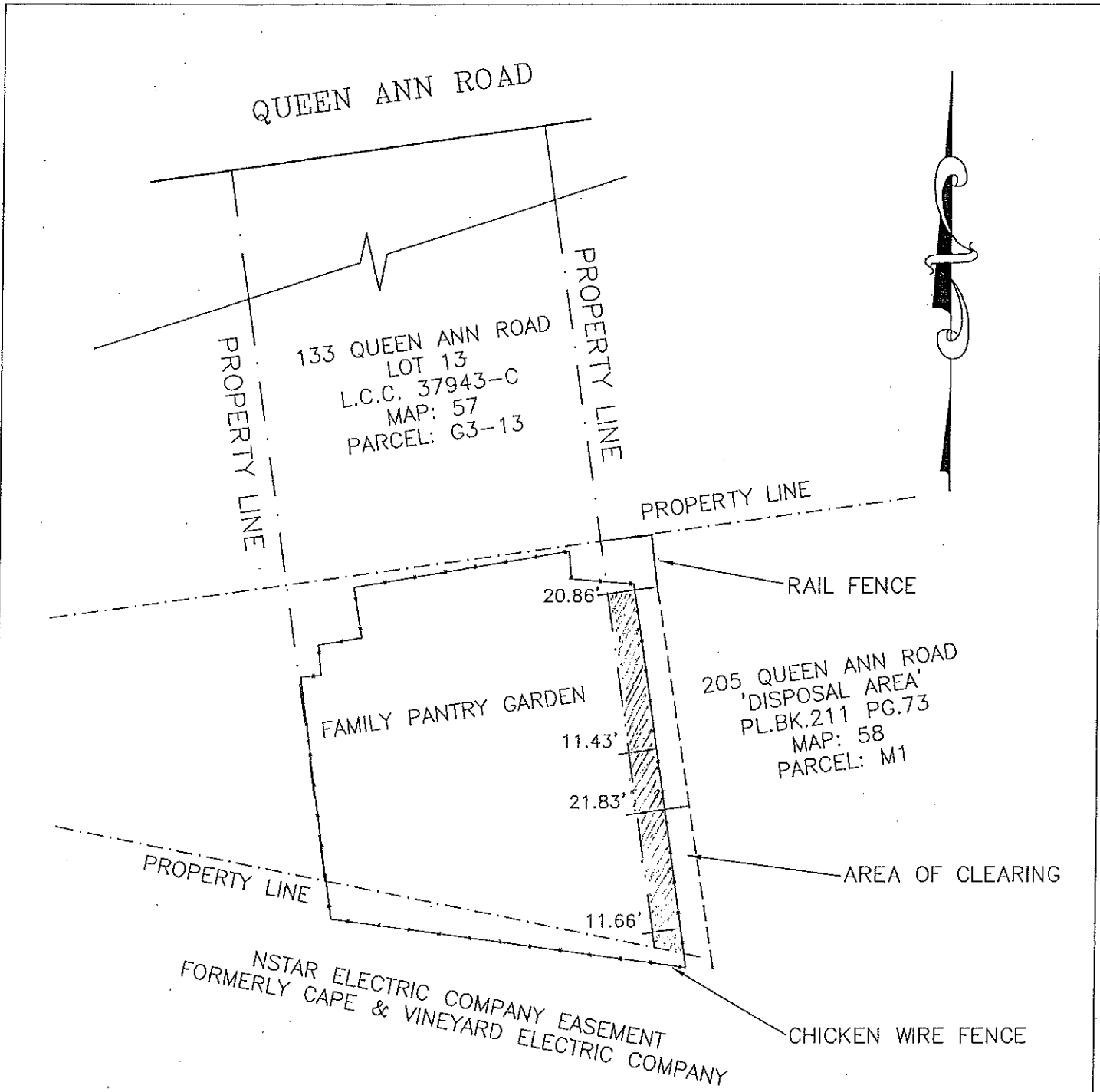
[Signature]

Brian Michaelan, TREASURER

Angela S. L. Mentini

Board of Selectmen

Approved by the Officers



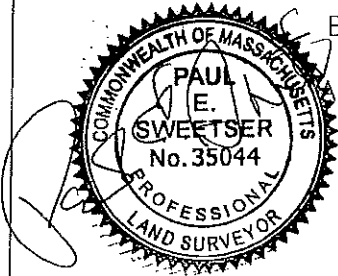
LICENSE PLAN OF LAND IN USE  
BY THE FAMILY PANTRY

BEING LAND OF THE TRANSFER STATION AT THE REAR  
OF AND ADJOINING LAND AT 133 QUEEN ANN ROAD  
AUGUST 22, 2011

SCALE: 1"=60'



HARWICH ENGINEERING DEPARTMENT  
732 MAIN STREET  
HARWICH, MA 02645  
(508) 430-7508



**AMENDMENT**  
**Family Pantry Corporation**  
**License to Use Town-owned Land**

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The parties also acknowledge the Family Pantry's right to erect an 8 ½ foot fence around the perimeter of the licensed area.

For the Town:

Kerry Ballantyne  
[Signature]  
[Signature]  
[Signature]  
[Signature]

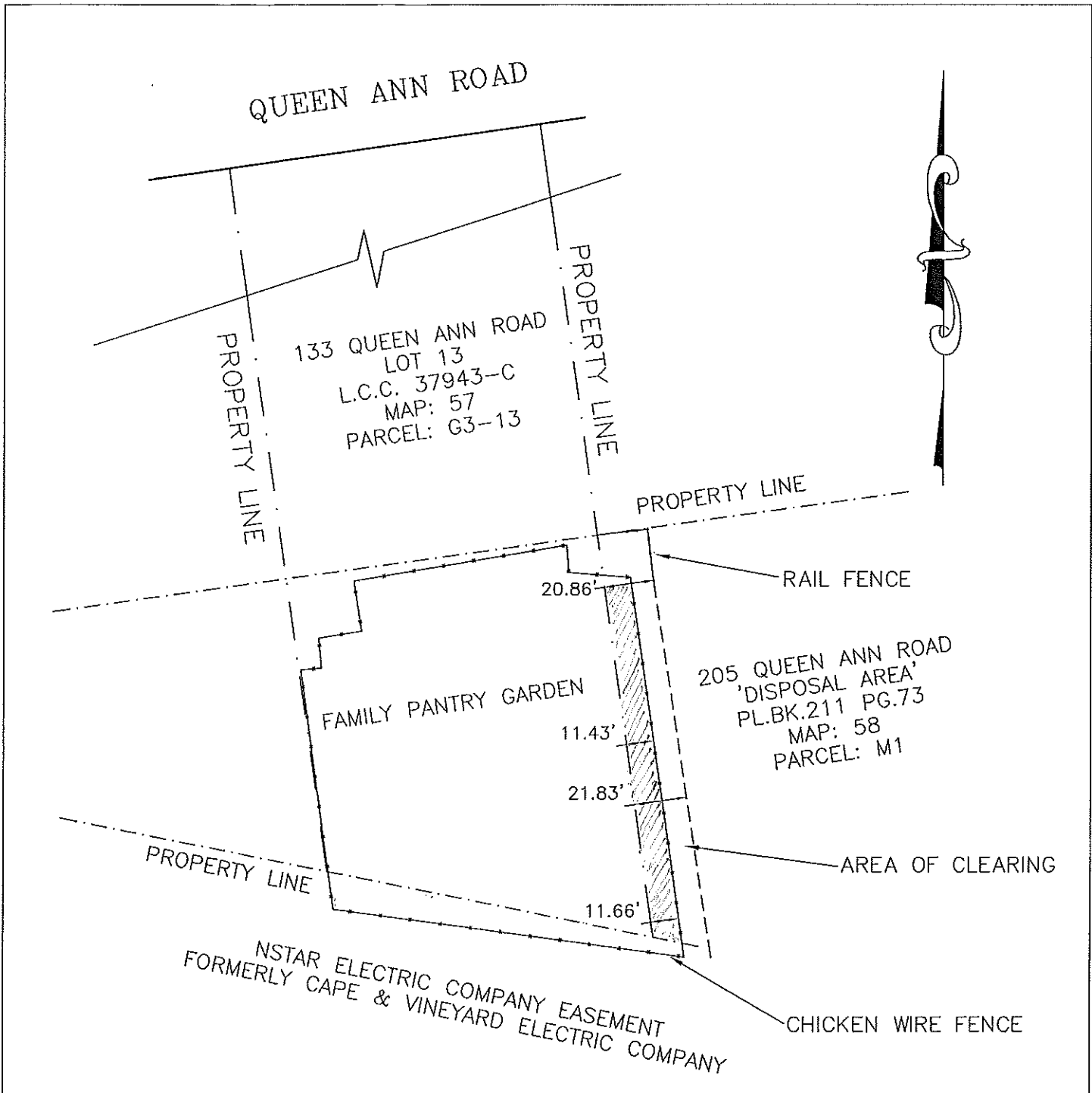
Board of Selectmen

Family Pantry Corporation:

[Signature] Vice President  
Mary Keel Secretary  
Anne Jellison President  
Brian Michelan Treasurer

Approved by the Officers





LICENSE PLAN OF LAND IN USE  
BY THE FAMILY PANTRY

BEING LAND OF THE TRANSFER STATION AT THE REAR  
OF AND ADJOINING LAND AT 133 QUEEN ANN ROAD  
AUGUST 22, 2011 SCALE: 1"=60'



HARWICH ENGINEERING DEPARTMENT  
732 MAIN STREET  
HARWICH, MA 02645  
(508) 430-7508





**Lynch, Malloy, Marini, LLP**  
*Certified Public Accountants & Advisors*



Town of Harwich, Massachusetts  
 732 Main Street  
 Harwich, MA 02645

To the Board of Selectmen and Management

We are pleased to confirm our understanding of the services we are to provide Town of Harwich, Massachusetts (Town) for the year ended June 30, 2015. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Town of Harwich, Massachusetts as of and for the year ended June 30, 2015. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Harwich, Massachusetts' basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Harwich, Massachusetts' RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule - General Fund and Major Funds, as applicable
- 3) Schedule of Funding Progress - OPEB.
- 4) Required supplementary information as defined by Government Accounting Standards Board Statement 68 Accounting and Financial Reporting for Pensions as it relates to the Town's pension benefit plan [Barnstable County Retirement Association] (cost sharing system) and Massachusetts Teachers Retirement System (MTRS) (special funding situation)].

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Town of Harwich, Massachusetts and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town of Harwich, Massachusetts' financial statements. Our report will be addressed to the Board of Selectmen of the Town of Harwich, Massachusetts. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements,

we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Harwich, Massachusetts is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed,

will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Harwich, Massachusetts' compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements, related notes, and previously defined RSI of Town of Harwich, Massachusetts in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

### **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements,

performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the expected deadlines. We will not undertake any accounting services (including but not limited to reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order for such additional work.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We will provide copies of our reports to Town of Harwich, Massachusetts; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Lynch, Malloy, Marini, LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to state or federal monitoring agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Lynch, Malloy, Marini, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by any state or federal monitoring agencies. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Robert J. Lynch, CPA, Partner is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that Lynch, Malloy, Marini, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$39,500, as indicated in our proposal dated August 27, 2013. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We have provided you with a copy of our most recent external peer review report. Our 2014 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Town of Harwich, Massachusetts and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign and return it to us.

Very truly yours,

Lynch, Malloy, Marini, LLP (by Robert J. Lynch, CPA, Partner)

Date: \_\_\_\_\_

RESPONSE:

This letter correctly sets forth the understanding of Town of Harwich, Massachusetts.

Signature, on behalf

of Management: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature, on behalf

of the Board of Selectmen: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

215 Pleasant St. Fl. 4 – PO Box 3634  
Fall River, Massachusetts 02722

Tel: (508)679-6079 (508)999-0020  
Fax: (508)672-4938

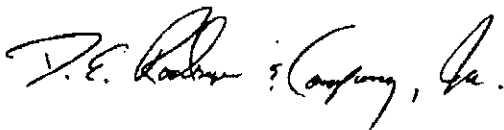
System Review Report

To Lynch, Malloy, Marini, LLP and the Peer Review Committee of  
The Massachusetts Society of CPAs:

We have reviewed the system of quality control for the accounting and auditing practice of Lynch, Malloy, Marini, LLP (the firm) in effect for the year ended April 30, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed in accordance with Governmental Auditing Standards.

In our opinion, the system of quality control for the accounting and auditing practice of Lynch, Malloy, Marini, LLP in effect for the year ended April 30, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lynch, Malloy, Marini, LLP has received a peer review rating of *pass*.



August 19, 2014