

**Finance Subcommittee Meeting - Cancelled
Wednesday, November 7, 2012 6:30 PM
Central Services**

I. Solar Project Alternatives Discussion

Attachments:

CCM Solar Participation Agreement

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II. Other



ENERGY PURCHASING PROGRAM
PARTICIPATION AGREEMENT

Participant: _____ Participant Contact: _____
Address: _____
Phone: _____

Article 1. Agency. Participant desires to participate in the Energy Purchasing Program, a component of the CCM Energy Program, for purchase Solar Electricity CCM Services, LLC (“CCM Services”) has retained Bay State Consultants, LLC (“Bay State”) to assist CCM Services in enabling Participants to achieve cost-effective purchase of solar electricity under the Energy Purchasing Program. By executing this agreement for services (the “Agreement”) the Participant hereby authorizes CCM Services and Bay State to act as its exclusive agents to negotiate with any and all solar suppliers (“Energy Suppliers”), for and on behalf of the Participant and in the name of the Participant during the term of this Agreement for the purposes specified herein. The goal of these negotiations is to achieve prices that are cost-effective for the Participant. The above-named Participant Contact is authorized to act on Participant’s behalf in order to fulfill Participant’s obligations hereunder. **The Participant is under no obligation to accept a solar power purchase agreement presented to it by Bay State and/or CCM Services. CCM and Bay State have no authority to bind the Participant to any power purchase agreement.**

Article 2. Bay State Responsibilities: For solar energy projects, CCM Services and Bay State will negotiate the Power Purchase Agreements associated with each project with competitively selected Solar Energy Suppliers to maximize savings for each Participant (defined as the difference between the Participant’s pre-project cost per kwh and post-project price per kwh). Each solar power purchase agreement shall include an Appendix which specifies that the solar energy fee, equal to \$.075 per watt of installed capacity, will be paid out of the proceeds of the solar project’s financing prior to the start of commercial operations. Following the execution of the solar power purchase agreement, Bay State will monitor the development of the solar projects up to and including the commencement of operations.

Article 3. CCM Services Responsibilities. CCM Services shall review, prior to any approval thereof, all RFPs and Renewal RFPs, and all decisions by Bay State to include or exclude from consideration any proposals received from Energy Suppliers; review, prior to any approval thereof, any Supply Contract negotiated by Bay State with Energy Suppliers for provision of energy to Participants; make itself available to answer questions from Participants, and otherwise monitor the operation and effectiveness of the Energy Purchasing Program.

Article 4. Participant Cooperation. No services shall be provided to Participant hereunder until such time as Participant provides CCM Services with the following: (1) forms authorizing Bay State and CCM Services to request the Participant’s natural gas and/or electricity usage information from its local distribution company (“LDC”), which forms are attached hereto as Exhibit 1 (the “Data Release Forms”); (2) the most recent utility distribution bills for the electric accounts associated with the nominated solar sites; (3) the most recent audited financial report for the Participant; and (4) to the extent available, the most recent Standard and Poor’s or Moody’s rating and rating report regarding the most recently issued debt of the Participant. Upon request, and to the extent readily available, Participant agrees to provide CCM Services and Bay State with other relevant documents and information. Participant shall cooperate with CCM Services and Bay State during the negotiations between Bay State and Solar Energy Suppliers. In addition, the Participant shall be available for consultation throughout the negotiations. CCM Services and Bay State may rely upon the accuracy of all information that is provided by the Participant under this Agreement or in connection with the services to be provided by CCM Services and Bay State pursuant to this Agreement, without any independent investigation by CCM Services or Bay State.

For Solar Energy projects only, in addition to the above, Participant will provide: the property tax mill rate applicable to solar equipment that is placed on publicly owned buildings or publicly owned land as well as a description of any process available to negotiate such property tax liability; the name, title, telephone number and email address of Participant’s contact person that can answer questions regarding nominated roof solar sites, including roof warranty information, building plans, plot plans, property tax formulas, and arrange for site tours of any nominated solar sites. With respect to

any roof sites nominated as a solar site, Participant will provide: a description of the age and type of roof (e.g., flat “built up” or EPDM), remaining roof warranty including the name and contact information of the roof warranty provider, address of the building suitable for Google Earth satellite photo of the roof, as built drawings of the building suitable to support structural analysis. With respect to any land site nominated for consideration as a solar site, Participant will provide: a plot plan or drawing that shows the dimensions of the nominated land area (if a parking lot, in addition to the plot plan, a description of the number of spaces in each row, the number of rows, and the length of each row), address of the site suitable for Google Earth satellite photo of the site.

Article 5. Compensation. The Solar Energy fee for services provided by CCM Services and Bay State shall be equal to \$.075 per watt of installed solar capacity (DC rating). **No fees will be due to CCM services and or Bay State unless the Participant elects to execute a power purchase agreement procured pursuant to this agreement.**

Article 6. Billing and Payment. If Participant executes a solar power purchase agreement, the solar fee shall be paid out of the proceeds of the financing by the successful developer, on behalf of the Participant, prior to the start of commercial operations of the solar project, pursuant to an agreement with the developer that will be appended to the solar power purchase agreement. If for any reason this payment structure is not feasible, CCM Services will bill the Participant for the Solar Energy fee, and the Participant will in turn collect the fee amount from the solar developer. **Irrespective of the payment method in any given project, the intent of this paragraph is that the solar fee should be funded by the project financing, and the Participant shall have no obligation to pay any fee other than the fee collected through the solar project’s financing source. If the Participant elects not to sign the offered power purchase agreement there will be no fee due from any source under this agreement.**

Article 7. Term of the Agreement. For solar projects, this Agreement shall commence upon the execution of this agreement and terminate upon the commencement of commercial operations of the solar project. In the event no solar power purchase agreement is executed within **9 months of the execution** of this agreement, any party may terminate upon thirty (30) days notice.

Article 8. Limitation of Liability. A) Neither Bay State nor CCM Services shall be liable for loss, delay, injury, damage, or failure of performance that may be caused by circumstances beyond its or their reasonable control, including but not restricted to acts or omissions by a Participant, its employees, agents or others acting on its behalf, Acts of God, strikes, action of the elements, act of any government, and civil disturbances. B) Participant agrees that Bay State’s and CCM Services liability for any loss, delay, injury, damage, or failure of performance is limited to the re-performance of the Services.

Article 9. Miscellaneous.

(a) This Agreement shall constitute the entire agreement among the Participant, CCM Services, and Bay State with regard to the Participant’s participation in the Energy Purchasing Program and supersedes any prior understanding or representation with respect thereto.

(b) Except as specified in Article 7, this Agreement may be amended, modified, terminated, or extended only by mutual written consent of the parties.

(c) This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, provided that this Agreement shall not be assigned by any party hereto without the prior consent of the other parties.

(d) The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by all parties to the expungement of the invalid provision.

Participant:

By: _____

Name: _____

Title: _____

Authority Warranted

Date: _____

CCM Services, LLC

By: _____

James J. Finley, Jr.
President

Authority Warranted

Date: _____

Bay State Consultants, LLC

By: _____

John Shortsleeve
President

Authority Warranted

Date: _____