



Request for Qualifications – Solar Energy Management Services

RFQ# 0001

3/13/2013

1. SOLICITATION AND PROPOSAL PROCESS

With the objective of generating net energy cost savings for the Town of Webster (“Issuer”), Issuer is issuing this Request for Qualifications (“RFQ”) to solicit statements of qualifications (“qualifications” or “responses”), under M.G.L. c. 25A, § 11I, from solar energy developers (“Respondents”) interested in installing and operating a solar photovoltaic energy system (“Solar Energy System” or “System”) at the property located at 15 and 33 Cudworth Road, Webster, MA 01570, (the “Premises”) and furnishing the Issuer with solar-generated electricity produced by the System. Qualifications from Respondents, as required in accordance with all terms and specifications contained herein, will be received by John F. McAuliffe, Town Administrator, 350 Main Street, Webster, MA 01570 (Phone: 508-949-3800; Fax: 508- 949-3888) until April 5, 2013 at 11:00 a.m.

1. A Mandatory Pre-Submission Conference will occur on March 20, 2013 at 9:00 a.m. at Webster Town Hall, 350 Main Street, Webster, MA. Only prospective Respondents attending the Mandatory Pre-Submission Conference will be permitted to submit qualifications. Following the Mandatory Pre-Submission Conference, a non-mandatory tour of the Premises will be offered by the Issuer.
2. Responses must be submitted in a sealed outer package addressed to John F. McAuliffe, Town Administrator, 350 Main Street, Webster, MA 01570, prior to April 5, 2013 at 11:00 a .m. ***Responses received after the Response due date and time will not be accepted.***
3. Within each envelope or package, the Respondent shall enclose a cover letter with the signature, name, and title of the person authorized to submit the statement of qualifications on behalf of the Respondent. Within a sealed envelope within the outer package, Respondent shall enclose three (3) hard copies and one (1) single-file electronic version (in Adobe Acrobat (pdf) format and on a CD- ROM) of the statement of qualifications. The sealed envelope shall be marked with the Respondent’s company name, and plainly marked in the lower left hand corner: “Response to Solar Energy System RFQ - Hold for Public Opening.”

It is the Respondent’s responsibility to see that its statement of qualifications is delivered within the time and at the place prescribed. No qualifications shall be opened by the Issuer until the time set for opening (the “Public Opening”). Withdrawal and modification of responses shall be governed by Section 3 of this RFQ. All qualifications should be written in ink or typed. If there is any correction with whiteout, the person signing the statement of qualifications must initial the correction.

A Respondent filing a statement of qualifications thereby certifies that (1) no officer, agent, or employee of the Town of Webster has a pecuniary interest in the statement of qualifications; (2) the statement of qualifications is made in good faith without fraud, collusion, or connection of any kind with any other prospective Respondent for the same RFQ, and (3) the prospective Respondent is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.

The right is reserved, as the interest of the Issuer may require, to reject any or all qualifications, to waive any technical defect or informality in qualifications received, and to accept or reject any

qualifications or portion thereof.

All questions pertaining to this RFQ should be submitted in writing and/or via email or fax (508-949-3888) to John F. McAuliffe, Town Administrator, 350 Main Street, Webster, MA 01570 (jmcauliffe@webster-ma.gov) no later than 1:00 p.m. on March 25, 2013. The Town of Webster will only accept questions in writing, via fax and/or via email. Submitters are hereby instructed not to contact the Town of Webster via any other means.

One (1) copy of this RFQ will be furnished to Respondents on request.

It is the Respondent's responsibility to check prior to the Public Opening for any updates issued as a result of questions or changes needed in this RFQ.

2. SUBMITTAL AND SELECTION SCHEDULE

Published in Central Register:	Wednesday, March 13, 2013
Public Posting:	Wednesday, March 13, 2013
RFQ Available:	Wednesday, March 13, 2013 at 12:00 P.M. Request hard copy or an electronic copy via jmcauliffe@webster-ma.gov . The email documents the Town's response to your request and confirms provision of the appropriate RFQ documents.
Published in Newspaper:	Weds., March 13, 2013 and Weds., March 20, 2013
Mandatory Pre-submission Conference:	Wednesday, March 20, 2013 at 9:00 a.m. Webster Town Hall – Second Floor 350 Main Street, Webster, MA 01570
Site Visit:	Wednesday, March 20, 2013 (immediately following pre-bid conference)
Final Inquiry Date:	Monday, March 25, 2013 at 1:00 p.m. at jmcauliffe@webster-ma.gov
Responses to All Inquiries Posted By:	Thursday, March 28, 2013 by 1:00 p.m.
Proposals Due:	Friday, April 5, 2013 by 11:00 a.m. Webster Town Hall Office of Town Administrator 350 Main Street, Webster, MA 01570

Public Opening of Proposals: Friday, April 5, 2013 at 11:00 a.m.

Location: Webster Town Hall

Anticipated Completion of Evaluation: Friday, April 12, 2013

Anticipated Selection of Most Qualified Respondent: Friday, April 19, 2013

3. GENERAL TERMS AND CONDITIONS

3.1 Receipt and Opening of Responses. Sealed qualifications will be accepted by John F. McAuliffe, Town Administrator, 350 Main Street, Webster, MA 01570 until the time indicated in the schedule in Section 2 above and will then be publicly opened in the presence of at least two witnesses. Issuer will prepare a register of responses available for public inspection.

3.2 Form of Response. Qualifications must be submitted on and in accordance with the forms attached to this RFQ as Appendix A. No change shall be made in the phraseology of the form or in the item or items mentioned herein. The response must contain the name and proper address of the Respondent, be signed by a responsible member of the Respondent with his/her signature and official title, and include certification of site visitation, following the form of Appendix A1. Except as otherwise provided in this RFQ, responses that are incomplete, contain any omissions, erasures, alterations, additions or irregularities of any kind may be rejected.

3.3 Submission of Responses.

(a) Packages containing responses must be sealed and addressed as specified in Section 1 above.

(b) The Issuer shall decide when the specified time has arrived to open responses and no response received thereafter will be considered.

(c) Any Respondent may withdraw or modify its response by written request at any time prior to the established time of the Public Opening. Telephonic responses, amendments or withdrawals will not be accepted.

(d) After the Public Opening, a Respondent may withdraw, but may not modify, its response except in a manner that is not prejudicial to the interest of the Issuer or to fair competition. Negligence on the part of the Respondent in preparing the response confers no rights for the modification of the response after it has been opened.

(e) Responses received prior to the Public Opening will be securely kept unopened. No responsibility will attach to an officer or person for the premature opening of a response not properly addressed and identified.

(f) Any deviation from the requirements of this RFQ must be noted in writing and attached as a part of

the response. The Respondent shall indicate the item or part with the deviation and indicate how the response deviates from the requirements.

(g) Any Respondent taking exception to, or questioning any of the provisions, procedures, conditions or specifications herein stated should make such exceptions known to John F. McAuliffe, Town Administrator, 350 Main Street, Webster, MA 01570, in writing or via email, by 1:00 p.m. on Monday, March 25, 2013.

(h) Any change or interpretation made as a result thereof will be mailed or emailed to all prospective Respondents. Should a Respondent still not be satisfied, the Respondent may, in the response, set out and stipulate the exception, with enough explanation to be understood by the Issuer. The Issuer may, at its discretion, accept or reject any or all exceptions.

(i) The Issuer may in its discretion waive any and all informalities or allow the Respondent to correct them.

3.4 Evaluation of Responses. The Issuer will utilize an evaluation system, rank the qualified Respondents and identify the three most qualified Respondents. It is the responsibility of each Respondent to provide information, evidence or exhibits that clearly demonstrate the Respondent's ability to satisfactorily respond to project requirements and the factors listed on the qualifications forms. The evaluation process may include verification of references, confirmation of financial information and may include examination of other information as the Issuer deems appropriate. The Issuer will conduct interviews as required by M.G.L. c. 25A, Sec. 11I, and such additional interviews as it may deem necessary to evaluate the Respondents. The Issuer may require public presentations by Respondents. The Issuer reserves the right to request or obtain additional information about any and all responses.

A responsive Respondent is a Respondent that demonstrably possesses the skill, ability, financial resources, and integrity necessary to faithfully perform the work contemplated by this RFQ.

Each responsive statement of qualifications from a qualified Respondent will be evaluated and ranked solely according to the criteria set forth in this RFQ. Each such response will be assigned a rating of highly advantageous, advantageous, not advantageous, or unacceptable with respect to each criterion and a composite rating will then be generated for each such response.

The Issuer shall select the three most qualified Respondents, as required by M.G.L. c. 25A, 11I. The Issuer will enter into negotiation of an energy management services contract (and related agreements) (collectively, "the contract") with the most qualified Respondent. If the Issuer and the most qualified Respondent are unable, within sixty (60) days following the Issuer's notice of commencement of negotiations with a Respondent (or such longer period of time as the Issuer may deem appropriate or such shorter period of time if impasse as determined by the Issuer is reached), to negotiate a satisfactory contract with that Respondent at a price the Issuer determines to be fair, competitive, and reasonable, the Issuer shall continue in compliance with M.G.L. c. 25A, Sec. 11I.

The Issuer may cancel this procurement when it determines that cancellation serves the best

interests of the public. The Issuer may reject, in whole or in part, any and all planned or proposed project measures, when it determines that rejection serves the best interests of the public.

All substantive inquiries from prospective Respondents concerning this RFQ must be submitted in writing and may be shared with other prospective Respondents. All responses to substantive questions shall be in writing and will be simultaneously distributed to all recipients of the RFQ.

3.5 Statement of Qualifications. The statement of qualifications must consist of the following documents:

(a) Documentation evidencing that the Respondent is responsible, demonstrably possessing the skill, ability and integrity necessary to faithfully perform the work required by a particular contract, based upon a determination of competent workmanship and financial soundness in accordance with M.G.L. c. 149, § 44D.

(b) All certificates of eligibility and update statements required pursuant to M.G.L. c. 25A, § 11I.

(c) Respondent information form attached to this RFQ as Appendix A1.

(d) Certification of financial interest disclosure and of non-collusion, signed and submitted on the form attached to this RFQ as Appendix A2.

(e) Certification of compliance with state tax laws, reporting of employees and contractors, and withholding and remitting of child support, as required by M.G.L. c. 62C, § 49A, signed and submitted on the form attached to this RFQ as Appendix A3.

(f) Letter of transmittal, signed by an individual authorized to bind the Respondent contractually, certifying that the Respondent will, if selected to negotiate the contract with the Issuer, be prepared to promptly and actively participate in such negotiations.

(g) Certification that the Respondent, if ultimately awarded a contract, will guarantee completion of all work required within due dates or the time periods needed.

3.6 Contract Requirements. The statement of qualifications must demonstrate the Respondent's willingness and ability to comply with the following expected contract requirements:

(a) *Surety Bond.* For projects involving construction on public property provision of a surety bond equal to one hundred percent of the contract price.

(b) *Insurance.* Provision of proof of insurance of the following minimum types and amounts (with Issuer named as an additional insured):

(i) General Liability Insurance in the minimum amount of two (\$2,000,000) million dollars each occurrence.

(ii) Automobile Liability Insurance in the minimum amount of one (\$1,000,000) million dollars

combined single limit.

(iii) Massachusetts Worker's Compensation Insurance in the amount of statutory limits.

(iv) Professional Liability Insurance in the amount of two (\$2,000,000) million dollars.

(c) *Prevailing Wages*. To the extent applicable, compliance with Massachusetts "prevailing wage" laws.

(d) *Subcontracting*. Except to the extent contemplated in the statement of qualifications and permitted in the contract, the contract will prohibit assignment or subcontracting without the Issuer's express prior approval.

(e) *Indemnification*. The contract will require that the contractor hold harmless, defend, and indemnify the Town of Webster and its officers, agents and employees against all claims, demands, actions and suits (including all attorneys' fees and costs) brought against any of them arising from the contractor's work or any subcontractor's work under the contract.

(f) *Compliance with Laws*. The contract will require compliance with all federal, state and municipal laws, ordinances, rules and/or regulations, including labor laws and laws against employment discrimination.

(g) *Governing Law; Venue*. All contracts entered into by the Issuer shall be governed by the Laws of the State of Massachusetts. Any disputes shall be resolved within the venue of the State of Massachusetts.

3.7 M.G.L. c. 25A, §11I. Any contract resulting from this RFQ shall meet the requirements set forth in M.G.L. c. 25A, § 11I and will include, to the extent required by Issuer, the Issuer's standard contract terms.

3.8 Examination of Premises. Submission of a statement of qualifications shall be conclusive evidence that the Respondent is familiar with all the conditions of this procurement.

Upon finding any omissions or discrepancy in this RFQ, the Respondent shall notify the Issuer immediately so that any necessary addenda may be issued. Failure of the Respondent to completely investigate the Premises and/or to be thoroughly familiar with the conditions of this procurement (including plans, specifications and all addenda) shall in no way relieve the Respondent from any obligation with respect to its statement of qualifications.

4. PURPOSE

The Issuer desires to purchase solar-generated electricity for use by the Issuer (and, as applicable, accrue net metering credits) via the premises set forth in Appendix B attached hereto (“Description of the Premises”). The Issuer seeks qualifications from entities in the business of financing, installing, owning, operating and maintaining solar power electric generation facilities to finance, install, own, operate and maintain a solar power electric generation facility (the “System”), as more particularly set forth in Appendix C attached hereto (“Description of the System”), on the Premises (the “Project”). As owner of the Premises, the Issuer seeks to enter into a contract with the selected Respondent that will grant the contractor rights to undertake the Project at the Premises for the purposes and subject to the conditions set forth herein and allow Issuer to purchase and use, or otherwise financially benefit from, all of the electricity generated by the System for a period of twenty (20) years (the “Term”).

The selected Respondent will own the System and will be responsible for the design, engineering, permitting, installation, testing, operation, maintenance, repair and decommissioning of the System, including, without limitation, procurement of the solar photovoltaic equipment and related services (the “Solar Energy System Assets”).

The best available energy consumption data for the most recent two (2) years for the Premises and certain other Issuer-owned buildings or facilities is provided in Appendix D attached to this RFQ (note, however, that recently renovated town office and ongoing construction of a wastewater treatment plant upgrade may impact future consumption).

It is the Issuer’s expectation that the Project will generate sufficient energy savings to fund the full cost to the Issuer of the Project. More specifically for purposes of this RFQ, it is the Issuer’s expectation that the contract will result in net electricity cost savings to the Issuer over the life of the contract.

5. BACKGROUND

5.1 Issuer. The Town of Webster is a Massachusetts municipal corporation and the owner of approximately 30.5 +/- acres of land located at 33 and 15 Cudworth Road in Webster, MA. The Issuer desires to facilitate development of a solar photovoltaic energy system at the property by the most qualified respondent as detailed within this RFQ. It is intended that the successful respondent and resulting energy contract will furnish the Issuer with solar-generated electricity produced by the System. Authorization for the Board of Selectmen to negotiate and execute any required lease agreements was approved at Article 4 at the February 13, 2012 Special Town Meeting as follows:

To see if the Town will vote to authorize the Board of Selectmen to lease all or any portion of the following parcels for a term of up to 30 years and for such consideration as the Board of Selectmen shall determine, for the purpose of installing and operating thereon a solar photovoltaic array for electric power generation and distribution, and to authorize the Board of Selectmen to grant such easements in, on, under and across said land for utility and access purposes, as reasonably necessary to install and operate such a solar array, and to further authorize the Board of Selectmen to enter into a power

purchase agreement with any lessee of such property to purchase all or a portion of the electricity production of the solar array. Parcels to be included in this authorization include the Town of Webster Sanitary Landfill/Transfer Station at 33 Cudworth Road and 15 Cudworth Road (Parcels 88/C/2/0 and 87/B/1/0, respectively) and the Town of Webster Wastewater Treatment Plant at 38 Hill Street and 0 School Street (Parcels 4/A/1/0 and 5/A/1/0, respectively) and as described below:

Description of Parcel 88/C/2/0, Webster, MA

Beginning at a point formed by the intersection of the westerly street line of Cudworth Road, Webster, MA and the most northerly property line of Parcel 87/B/1/0 now or formerly owned by the Town of Webster, MA;

THENCE, turning and traveling in a southwesterly direction along the most northerly property line of Parcel 87/B/1/0 mentioned above, a distance of seventy-two and sixty hundredths (72.60') feet to a point;

THENCE, turning and continuing to travel in a southwesterly direction along the most northerly property line of Parcel 87/B/1/0, a distance of eight hundred sixty-five (865') feet to a point;

THENCE, turning and continuing to travel in a southwesterly direction along the most northerly property line of Parcel 87/B/1/0, a distance of one hundred ninety-four (194') feet to a point on the easterly boundary line of Massachusetts State Highway 52;

THENCE, turning and traveling in a northwesterly direction along the easterly boundary line of Massachusetts State Highway 52, a distance of sixty-five (65') feet to a point;

THENCE, turning and continuing to travel in a northwesterly direction along the easterly boundary line of Massachusetts State Highway 52, a distance of six hundred and one hundredths (600.01') feet to a point;

THENCE, turning and continuing to travel in a northwesterly direction along the easterly boundary line of Massachusetts State Highway 52, a distance of one hundred two and thirty-two hundredths (102.32') feet to a point;

THENCE, turning and continuing to travel in a northwesterly direction along the easterly boundary line of Massachusetts State Highway 52, a distance of seventy-four (74') feet to a point;

THENCE, turning and traveling in a northeasterly direction along the most southerly property line of Parcel 88/C/1/0, a distance of three hundred sixty-two (362') feet to a point;

THENCE, turning and traveling in a northerly direction along the most easterly property line of Parcel 88/C/1/0, a distance of two hundred thirty (230') feet to a point;

- THENCE, turning and continuing to travel in northerly direction along the most easterly property line of Parcel 88/C/1/0, a distance of two hundred thirty-five (235') feet to a point on the most southerly property line of Parcel 97/B/5/0;
- THENCE, turning and traveling in an easterly direction along the most southerly property line of Parcel 97/B/5/0, a distance of one hundred seventy-eight and eighty-seven hundredths (178.87') feet to a point;
- THENCE, turning and traveling in a southerly direction along the most westerly property line of Parcel 88/C/25/0, a distance of two hundred sixteen and thirty-eight hundredths (216.38') feet to a point;
- THENCE, turning and continuing to travel in a southerly direction along the most westerly property line of Parcel 88/C/25/0, a distance of two hundred three and eighty-three hundredths (203.83') feet to a point;
- THENCE, turning and continuing to travel in a southerly direction along the most westerly property line of Parcel 88/C/25/0, a distance of thirty-eight and four hundredths (38.04') feet to a point;
- THENCE, turning and traveling in a southeasterly direction along the westerly property line of Parcel 88/C/25/0, a distance of five hundred seventy-nine and thirteen hundredths (579.13') feet to a point;
- THENCE, turning and traveling in a northeasterly direction along the most southerly property line of Parcel 88/C/25/0, a distance of four hundred seventy and ninety-three hundredths (470.93') feet to a point on the westerly street line of Cudworth Road;
- THENCE, turning and traveling in a southeasterly direction along the westerly street line of Cudworth Road on a curve to the right, a distance of two hundred eighty-five (285') feet to the point and place of beginning.

The above-described parcel contains approximately 10.40 Acres of land.

Description of Parcel 87/B/1/0, Webster, MA

Beginning at a point formed by the intersection of the westerly street line of Cudworth Road and the most northerly property line of Parcel 87/B/2/0, shown on Webster Tax Map 87;

- THENCE, turning and traveling in a westerly direction along the most northerly property line of Parcel 87/B/2/0 mentioned above and the most southerly property line of the parcel herein described, a distance of nine hundred eighteen and twenty-nine hundredths (918.29') feet to a point on the most easterly boundary line of Massachusetts State Highway No. 52;

- THENCE, turning and traveling in a northwesterly direction along the said easterly boundary line of Massachusetts State Highway No. 52, a distance of seven hundred forty-five and fifty hundredths (745.50') feet to a point;
- THENCE, turning and continuing to travel along the easterly boundary of Massachusetts State Highway 52, a distance of forty-seven (47') feet to a point formed by the intersection of the most southerly property line of Parcel 88/C/2/0 and the said easterly boundary line of Massachusetts State Highway line;
- THENCE, turning and traveling in an easterly direction along the said most southerly property line of Parcel 88/C/2/0, a distance of one hundred ninety-four (194') feet to a point;
- THENCE, turning and continuing to travel in an easterly direction along the said most southerly property line of Parcel 88/C/2/0, a distance of eight hundred sixty-five (865') feet to a point;
- THENCE, turning and continuing to travel in an easterly direction along the said most southerly property line of Parcel 88/C/2/0, a distance of seventy-two and sixty hundredths (72.60') feet to a point on the westerly street line of Cudworth Road;
- THENCE, turning and traveling in a southerly direction along the said westerly street line of Cudworth Road on a compound curve to the right and then to the left a distance of eight hundred (800') feet to a point of tangency;
- THENCE, turning and continuing to travel in a southeasterly direction along the westerly street line of Cudworth Road, a distance of five hundred seventy-four (574') feet to the point and place of beginning;

The above-described parcel contains approximately 20.18 Acres of land.

Description of Parcel 4/A/1/0, Webster, MA

Beginning at a point formed by the intersection of the most westerly boundary line of land now or formerly belonging to the New York, New Haven & Hartford Railroad and the most northerly property line of Parcel 4/A/1/0, as shown on Webster Tax Map 4;

- THENCE, turning and traveling in a southerly direction along the most westerly boundary line of land now or formerly belonging to the New York, New Haven & Hartford Railroad and on a curve to the left, a distance of approximately eight hundred forty-five (845') feet to a point of tangency;
- THENCE, turning and continuing to travel in a southerly direction along the most westerly boundary line of land now or formerly belonging to the New York, New Haven & Hartford Railroad, a distance of approximately four hundred seventy (470') feet to a point;

- THENCE, turning and traveling in a westerly direction along the most southerly property line of Parcel 4/A/1/0 herein described, a distance of three hundred fifty-five (355') feet to a point, which is approximately the centerline of the so-called French River;
- THENCE, turning and traveling generally in a northerly direction along the centerline of the said French River, a distance of approximately one thousand five hundred and twenty (1,520') feet to a point;
- THENCE, turning and traveling in an easterly direction along the said most northerly property line of Parcel 4/A/1/0, a distance of two hundred fifty-three (253') feet to the point and place of beginning;

The above-described parcel contains approximately 11.35 Acres of land.

Description of Parcel 5/A/1/0, Webster, MA

Beginning at a point formed by the intersection of the most westerly boundary line of land now or formerly belonging to the New York, New Haven & Hartford Railroad and the most northerly property line of Parcel 5/A/1/0, as shown on Webster Tax Map 5;

- THENCE, turning and traveling in a southerly direction along the most westerly boundary line of land now or formerly belonging to the New York, New Haven & Hartford Railroad, a distance of one thousand five hundred seven and eighty hundredths (1,507.80') feet to a point;
- THENCE, turning and traveling in a westerly direction along the southerly property line of Parcel 5/A/1/0 herein described, a distance of two hundred seventy-two (272') feet to a point, which is approximately the centerline of the so-called French River;
- THENCE, turning and traveling generally in a northerly direction along the centerline of the said French River, a distance of approximately one thousand five hundred and fifty (1,550') feet to a point;
- THENCE, turning and traveling in an easterly direction along the said most northerly property line of Parcel 5/A/1/0, a distance of three hundred fifty-five (355') feet to the point and place of beginning;

The above-described parcel contains approximately 9 Acres of land.

Sponsored by the Town Administrator

5.2 Other Relevant Background Information. The site has a capped sanitary municipal landfill with a compost processing area adjacent to a town owned solid waste transfer operation currently under contract.

6. PROJECT SITE AND EXISTING SITE CONDITIONS

6.1 Property Description. The Premises is described in Appendix B attached to this RFQ.

6.2 Site Conditions. Before submitting a statement of qualifications, each Respondent will be responsible for obtaining such additional studies and data concerning conditions (surface, subsurface and underground facilities) at the Premises or otherwise, which may affect the Respondent's ability to promptly negotiate the contract if selected, or which the Respondent otherwise reasonably deems necessary to develop a statement of qualifications to undertake the Project in accordance with the terms and conditions of this RFQ.

7. SCOPE OF WORK TO BE ADDRESSED

7.1 Key Project Elements. The selected Respondent and the Issuer will enter into a contract pursuant to which the contractor will: (a) obtain from the Issuer the right to install, operate and maintain the System on the Premises, and (b) sell electric power generated by the System to the Issuer (and, provided that the System qualifies as a net metering facility, otherwise provide Issuer with financial benefits accruing to a public host customer of a net metering facility). The contractor will be responsible for designing, financing, operating and maintaining the System, and obtaining all necessary permits and approvals (e.g., building permits). The selected respondent shall enter into a contract substantially similar in the form attached hereto as Appendix E. Note that the maximum contract term to be established under this contract is 20 years.

As part of this process, it is anticipated that the successful Respondent shall attend periodic meetings to discuss the project, provide progress updates, and make presentations to boards and committees as required. Some meetings may be conducted outside of business hours. All travel and related expenses for this project are to be included in the Respondent's offer. The successful Respondent will be required to meet all local planning and zoning requirements and will be responsible for all permits, taxes, and related costs.

At the end of the Term, the contractor will retain ownership of the System and be required to remove the System, unless the Issuer decides to negotiate a new contract with the selected Respondent or exercise any right of purchase that is included in the contract. The contract will include a requirement for the posting of a financial assurance mechanism to ensure that the System is removed.

It is expected that the selected Respondent will pursue tax credits and incentives, rebates, and other benefits that are available and/or may become available in the future.

7.2 Role of the Issuer. To facilitate the development of the Project, it is expected that the contract will require Issuer to:

- (a) provide reasonable access to the Premises to obtain data (whether required or reasonably requested by the contractor);
- (b) grant to the contractor sufficient access and occupancy rights to allow the selected Respondent to

undertake the Project at the Premises;

(c) provide access for the installation, maintenance, and ongoing operation of the System;

(d) to the extent reasonable and appropriate, provide information to the contractor to assist the contractor in securing any remaining permits for the Project, including but not limited to local board approvals; and

(e) cooperate with the contractor to the extent reasonable and appropriate on remaining issues with respect to access, construction and interconnection.

8. PRELIMINARY PROJECT SCHEDULE

The Issuer is desirous of negotiating an energy services agreement that allows for operations and energy cost savings to commence within one-year of contract execution. Respondents are encouraged to include estimated milestones in their proposals to be reviewed per section 9.1.1 following, including, but not limited to:

Milestone	Milestone Date
Sign Offer to Lease:	Day 1
Execute Final Lease:	+ ___ Days File
Interconnection Permit:	+ ___ Days Receive
Interconnection Permit:	+ ___ Days File Local
Permits:	+ ___ Days Receive Local
Permits:	+ ___ Days Commence
Construction:	+ ___ Days Complete
Construction:	+ ___ Days Commercial
Operations Date:	+ ___ Days

9. MINIMUM EVALUATION CRITERIA

At a minimum, Respondents shall meet the following requirements:

(a) Timely submit the statement of qualifications.

(b) Complete and fully execute the forms as provided in this RFQ (all Appendices).

(c) Provide a copy of the appropriate licenses, accreditations, and the like required by federal, state, and/or local authorities with respect to the services contemplated by this RFQ. All respondents shall be certified by the Division of Capital Asset Management (DCAM) as eligible to provide Energy Management Services. In addition to the other information requested herein, all responses must be accompanied by (1) a copy of a certificate of eligibility issued by the Commissioner of DCAM, and (2) a DCAM Update Statement.

(d) A statement that the Respondent is not debarred from bidding under G.L. c.149, Sec. 44C or

suspended or otherwise prohibited from practice by any federal, state, or local agency.

(e) Complete and submit a disclosure of beneficial interest in real property transaction as required.

(f) Correctly follow all other terms and conditions of this RFQ.

9.1 Evaluation. Qualifications will be evaluated by the Issuer, using comparative criteria set forth as follows:

9.1.1 Approach and Schedule. The statement of qualifications shall include an explanation of how the Respondent will approach the various tasks, including scheduling, methods and sources. To conform to the requirements of M.G.L. c. 25A, § 11I, the qualifications should, among other things, describe the quality of the products proposed, a methodology for determining energy savings (meaning, in the case of this RFQ, net savings on the Issuer’s electricity costs over the life of the contract), and a proposed timeframe for performance of the contract.

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| a. Unacceptable: | No explanation |
| b. Not Advantageous: | Incomplete explanation |
| c. Advantageous: | Complete explanation |
| d. Highly Advantageous: | Most extensive, clear and compelling explanation |

9.1.2 Respondent Qualifications and Experience. Specialized experience is required in a series of work areas. Qualifications must clearly demonstrate full knowledge, understanding, and experience in the methods, techniques and guidelines required for the performance of the required work. All elements within this factor are of equal importance.

Capacity and capability of the Respondent to perform the work on schedule and be responsive to the Issuer’s concerns should be clear. The Issuer may evaluate the Respondent’s ability to form successful working relationships and communications with the Issuer.

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| a. Unacceptable: | No demonstration |
| b. Not Advantageous: | Incomplete demonstration |
| c. Advantageous: | Complete demonstration |
| d. Highly Advantageous: | Most extensive, clear and compelling demonstration |

9.1.3 Personnel Qualifications and Availability. Specialized experience is required of the proposed project personnel to undertake the work assignments. Qualifications must clearly demonstrate the capability, academic background, training, certifications and experience of the proposed personnel (not just of the Respondent). The availability of the proposed staff is also of crucial importance and must be demonstrated. Specific project responsibility of staff to be assigned to the Project must be included, as well as professional background and caliber of previous experience of key persons and of each consultant to be assigned to the Project.

If sub-consultants will be employed, similar information must be provided and the portions to be sub-consulted must be identified. (There is no penalty for use of sub-consultants; the qualifications of the

entire team will be evaluated.)

- a. Unacceptable: No demonstration
- b. Not Advantageous: Incomplete demonstration
- c. Advantageous: Complete demonstration
- d. Highly Advantageous: Most extensive, clear and compelling demonstration

9.1.4 Performance Record of Respondent. A list of references of at least three (3) recent contracting officers on on-site energy generation projects); references must include telephone number and affiliation, as well as a brief explanation of referenced work to permit comparisons with the nature, magnitude and complexity of the Project. The Respondent shall indicate the individuals on staff who had responsibility for each project and whether or not these people are still employed by the Respondent.

- a. Unacceptable: No references
- b. Not Advantageous: Incomplete references
- c. Advantageous: Complete references
- d. Highly Advantageous: Most extensive, clear and compelling references

9.1.5 Project Understanding. The Respondent must demonstrate a comprehension of the role and function of this contract in meeting the needs of the Issuer. In addition to the understanding of the scope and approach, the Respondent must demonstrate the following, which will be considered in the selection:

- knowledge of current issues and state-of-the-art technologies.
- experience demonstrated on similar projects.
- demonstrated expertise and ability for rapid turnaround and flexibility on projects.
- capability to effectively direct multiple simultaneous work assignments.
- ability to integrate and utilize interdisciplinary study teams effectively on assignments requiring a variety of skills and expertise from in-house resources.
- ability to provide the necessary skills and expertise from in-house resources.

- a. Unacceptable: No demonstration
- b. Not Advantageous: Incomplete demonstration
- c. Advantageous: Complete demonstration
- d. Highly Advantageous: Most extensive, clear and compelling demonstration

9.1.6 Relevant Specific Knowledge/Experience: Local knowledge and experience. The Respondent must demonstrate knowledge of the locality as evidenced by prior work experience in the town and region.

- a. Unacceptable: No demonstration
- b. Not Advantageous: Incomplete demonstration
- c. Advantageous: Complete demonstration
- d. Highly Advantageous: Most extensive, clear and compelling demonstration

9.1.7 Relevant Specific Knowledge/Experience: Landfill closure and permitting and brownfields. Given that the Premises lies within a municipal landfill and proximate to a municipal recycling center, the Respondent must clearly demonstrate experience in permitting and redevelopment with respect to complex sites, including landfills and other so-called “brownfield” sites.

- a. Unacceptable: No demonstration
- b. Not Advantageous: Incomplete demonstration
- c. Advantageous: Complete demonstration
- d. Highly Advantageous: Most extensive, clear and compelling demonstration

9.1.8 Relevant Specific Knowledge/Experience: Public grant funding/incentives experience. The Issuer believes that securing public grant funding/incentives for the Project will be important to development of the Project on terms most beneficial to the Issuer. The Respondent must clearly demonstrate both experience and success in securing federal and state grant funding and support for renewable energy activities.

- a. Unacceptable: No demonstration
- b. Not Advantageous: Incomplete demonstration
- c. Advantageous: Complete demonstration
- d. Highly Advantageous: Most extensive, clear and compelling demonstration

9.1.9 Relevant Specific Knowledge/Experience: Energy and environmental policy experience. The Issuer believes that expert knowledge of relevant energy and environmental laws and regulations, and experience with implementation of programs related to such laws and regulations, will facilitate the appropriate and efficient planning, structuring, financing and implementation of the Project. The Respondent should demonstrate such knowledge and experience.

- a. Unacceptable: No demonstration
- b. Not Advantageous: Incomplete demonstration
- c. Advantageous: Complete demonstration
- d. Highly Advantageous: Most extensive, clear and compelling demonstration

9.1.10 Thoroughness of Statement of Qualifications

- a. Unacceptable: No statement of qualifications
- b. Not Advantageous: Incomplete statement of qualifications
- c. Advantageous: Complete statement of qualifications
- d. Highly Advantageous: Most extensive, clear and compelling statement of qualifications

10. APPENDICES

The following appendices are attached to this RFQ:

- **Appendix A – Statement of Qualifications Forms**
 - Appendix A1 – Respondent Information Form
 - Appendix A2 – Certificate of Non-Collusion
 - Appendix A3 – Attestation Regarding Filing of Tax Returns
- **Appendix B – Description of Premises and Figure 1 – Proposed Solar Array Plan**
- **Appendix C – Description of System**
- **Appendix D – Energy Consumption Data**
- **Appendix E – Energy Management Services Agreement (Contract) For a Renewable Energy System**

Appendix A: Statement of Qualifications Forms

- Appendix A1 – Respondent Information Form
- Appendix A2 – Certificate of Non-Collusion
- Appendix A3 – Attestation Regarding Filing of
Tax Returns

APPENDIX A1
RESPONDENT INFORMATION FORM

TO: Town of Webster
John F. McAuliffe, Town Administrator
350 Main Street, Webster, MA 01570

The undersigned has read the Request for Qualifications (RFQ) and has carefully examined all specifications/evaluation criteria therein. The undersigned certifies that he/she has visited the Premises and that there are no known obstacles to prevent the prompt negotiation and execution of an agreement with the Town of Webster. The undersigned acknowledges that the Town of Webster may reject all qualifications, or waive portions of the RFQ for all qualifications, if it deems it in the best interests of the public.

Signature: _____

Name: _____

Title: _____

Respondent information:

Name of Respondent:

Address:

Name of Primary Contact:

Title of Primary Contact:

Primary Contact Phone Number:

Primary Contact Fax Number:

Primary Contact Email Address:

APPENDIX A2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this statement of qualifications has been made and submitted in good faith and without collusion or fraud with any other person.

As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

(Signature)

(Name of person signing qualifications)

(Name of business)

APPENDIX A3

ATTESTATION REGARDING FILING OF TAX RETURNS

TO: Town of Webster
John F. McAuliffe, Town Administrator
350 Main Street, Webster, MA 01570

Pursuant to M.G.L. c. 62C, § 49A, I certify under the penalties of perjury that the undersigned Respondent, to the best of his/her knowledge and belief, has filed all state tax returns and paid all state taxes required under law.

Social Security Number or
Federal Identification Number

Signature of Individual or Officer

Date

Name of Corporation

Appendix B: Description of Premises

APPENDIX B

DESCRIPTION OF PREMISES

General Location:	Sanitary Landfill/Transfer Station on Cudworth Road
Assessors Maps and Parcels:	1) 15 Cudworth Road – Parcel 87/B/1/0 - 10.40 Acres 2) 33 Cudworth Road – Parcel 87/B/2/0 – 20.18 Acres
Retail Municipal Meter:	On site.
Three Phase Power Lines:	0.1 miles

See the following Page for Figure1 – Proposed Solar Array Plan.



FIGURE #1

PROPOSED SOLAR ARRAY PLAN

TOWN OF WEBSTER
LANDFILL
CUDWORTH ROAD
WEBSTER, MA

SCALE: 1:200

DATE: AUGUST 2011

Aerial with MA GIS.dwg

Appendix C: Description of System

APPENDIX C
DESCRIPTION OF SYSTEM

With the objective of generating net energy cost savings for the Issuer, the Town of Webster seeks qualifications under M.G.L. c. 25A, § 11I, from solar energy developers interested in installing and operating a solar photovoltaic energy system at the property illustrated in Appendix B and furnishing the Issuer with solar-generated electricity produced by the System.

Appendix D: Energy Consumption Data

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
TOWN OF WEBSTER POLICE	STREET LIGHTS	1/1/2011	12/29/2011	4,175
		1/1/2012	12/29/2012	4,175
			Total	8,350
TOWN OF WEBSTER LIBRARY	STREET LIGHTS	1/1/2011	12/29/2011	4,175
		1/1/2012	12/29/2012	4,175
			Total	8,350
TOWN OF WEBSTER	STREET LIGHTS	1/1/2011	12/29/2011	8,350
		1/1/2012	12/29/2012	8,350
				16,700
TOWN OF WEBSTER DPW	STREET LIGHTS	1/1/2011	12/29/2011	8,350
		1/1/2012	12/29/2012	8,350
			Total	16,700
TOWN OF WEBSTER	STREET LIGHTS	1/1/2011	12/29/2011	37,575
		1/1/2012	12/29/2012	37,575
			Total	75,150
TOWN OF WEBSTER SCHOOL	STREET LIGHTS	1/1/2011	12/29/2011	12,525
		1/1/2012	12/29/2012	12,525
			Total	25,050
TOWN OF WEBSTER SCHOOL	STREET LIGHTS	1/1/2011	12/29/2011	29,225
		1/1/2012	12/29/2012	29,225
			Total	58,450
TOWN OF WEBSTER MAIN ACCT	STREET LIGHTS	1/1/2011	12/29/2011	5,895,100
		1/1/2012	12/29/2012	5,895,100
			Total	11,790,200
TOWN OF WEBSTER WATER	STREET LIGHTS	1/1/2011	12/29/2011	16,700
		1/1/2012	12/29/2012	16,700
			Total	33,400
TOWN OF WEBSTER FIRE	STREET LIGHTS	1/1/2011	12/29/2011	8,350
		1/1/2012	12/29/2012	8,350
			Total	16,700
TOWN OF WEBSTER FIRE	STREET LIGHTS	1/1/2011	12/29/2011	4,175
		1/1/2012	12/29/2012	4,175
			Total	8,350
TOWN OF WEBSTER	THOMPSON RD	1/11/2011	2/14/2011	18,800
		2/14/2011	3/15/2011	14,000
		3/15/2011	4/14/2011	14,880
		4/14/2011	5/13/2011	13,920
		5/13/2011	6/10/2011	14,000
		6/10/2011	7/15/2011	17,600
		7/15/2011	8/12/2011	15,840
		8/12/2011	9/12/2011	15,120
		9/12/2011	10/11/2011	13,440
		10/11/2011	11/15/2011	17,760
		11/15/2011	12/13/2011	13,200
		12/13/2011	1/13/2012	14,960
		1/13/2012	2/9/2012	14,960
		2/9/2012	3/14/2012	15,920
		3/14/2012	4/12/2012	14,240
		4/12/2012	5/14/2012	16,000
		5/14/2012	6/15/2012	16,160

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		6/15/2012	7/13/2012	16,880
		7/13/2012	8/14/2012	18,800
		8/14/2012	9/14/2012	16,960
		9/14/2012	10/16/2012	15,280
		10/16/2012	11/9/2012	11,920
		11/9/2012	12/14/2012	17,840
		12/14/2012	1/15/2013	16,560
		1/15/2013	2/14/2013	16,160
			Total	391,200
WEBSTER SENIOR HEALTH	HIGH ST POLE 5	1/12/2011	2/15/2011	2,040
		2/15/2011	3/16/2011	1,800
		3/16/2011	4/14/2011	1,920
		4/14/2011	5/16/2011	1,880
		5/16/2011	6/13/2011	2,200
		6/13/2011	7/13/2011	4,440
		7/13/2011	8/16/2011	3,080
		8/16/2011	9/13/2011	3,400
		9/13/2011	10/12/2011	2,640
		10/12/2011	11/15/2011	1,120
		11/15/2011	12/13/2011	1,560
		12/13/2011	1/12/2012	1,920
		1/12/2012	2/10/2012	1,760
		2/10/2012	3/15/2012	1,200
		3/15/2012	4/16/2012	1,400
		4/16/2012	5/17/2012	1,320
		5/17/2012	6/14/2012	1,560
		6/14/2012	7/16/2012	3,160
		7/16/2012	8/15/2012	3,720
		8/15/2012	9/17/2012	3,120
		9/17/2012	10/17/2012	1,920
		10/17/2012	11/15/2012	1,480
		11/15/2012	12/17/2012	1,880
		12/17/2012	1/16/2013	1,800
		1/16/2013	2/13/2013	1,640
			Total	53,960
TOWN OF WEBSTER	2 LAKE ST	1/17/2011	2/15/2011	3,468
		2/15/2011	3/16/2011	3,181
		3/16/2011	4/14/2011	3,077
		4/14/2011	5/16/2011	3,039
		5/16/2011	6/14/2011	2,808
		6/14/2011	7/15/2011	3,719
		7/15/2011	8/16/2011	4,315
		8/16/2011	9/16/2011	3,263
		9/16/2011	10/14/2011	2,738
		10/14/2011	11/15/2011	4,692
		11/15/2011	12/13/2011	3,588
		12/13/2011	1/12/2012	3,842
		1/12/2012	2/15/2012	3,616
		2/15/2012	3/16/2012	3,420
		3/16/2012	4/16/2012	3,178

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		4/16/2012	5/17/2012	2,912
		5/17/2012	6/15/2012	2,930
		6/15/2012	7/16/2012	3,947
		7/16/2012	8/15/2012	4,422
		8/15/2012	9/15/2012	3,696
		9/15/2012	10/17/2012	3,673
		10/17/2012	11/15/2012	3,759
		11/15/2012	12/17/2012	3,982
		12/17/2012	1/17/2013	3,525
		1/17/2013	2/13/2013	3,735
			Total	88,525
TOWN OF WEBSTER FIRE	31 HIGH ST	1/17/2011	2/15/2011	2,086
		2/15/2011	3/16/2011	1,850
		3/16/2011	4/14/2011	1,425
		4/14/2011	5/16/2011	1,384
		5/16/2011	6/13/2011	958
		6/13/2011	7/15/2011	1,124
		7/15/2011	8/16/2011	1,163
		8/16/2011	9/16/2011	1,099
		9/16/2011	10/14/2011	1,227
		10/14/2011	11/15/2011	2,316
		11/15/2011	12/13/2011	2,348
		12/13/2011	1/18/2012	3,020
		1/18/2012	2/15/2012	2,305
		2/15/2012	3/15/2012	2,213
		3/15/2012	4/16/2012	2,305
		4/16/2012	5/17/2012	2,025
		5/17/2012	6/14/2012	1,064
		6/14/2012	7/14/2012	1,111
		7/14/2012	8/15/2012	1,268
		8/15/2012	9/15/2012	1,298
		9/15/2012	10/17/2012	1,173
		10/17/2012	11/15/2012	1,693
		11/15/2012	12/17/2012	2,315
		12/17/2012	1/16/2013	2,458
		1/16/2013	2/13/2013	2,329
			Total	43,557
TOWN OF WEBSTER TOWN HALL	350 MAIN ST	1/12/2011	2/15/2011	12,960
		2/15/2011	3/16/2011	10,800
		3/16/2011	4/14/2011	10,960
		4/14/2011	5/16/2011	11,360
		5/16/2011	6/14/2011	9,840
		6/14/2011	7/15/2011	11,200
		7/15/2011	8/16/2011	12,080
		8/16/2011	9/16/2011	11,760
		9/16/2011	10/14/2011	11,280
		10/14/2011	11/15/2011	25,120
		11/15/2011	12/13/2011	27,040
		12/13/2011	1/18/2012	41,520
		1/18/2012	2/15/2012	33,920

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		2/15/2012	3/16/2012	36,160
		3/16/2012	4/16/2012	16,800
		4/16/2012	5/14/2012	9,920
		5/14/2012	6/15/2012	13,040
		6/15/2012	7/14/2012	12,240
		7/14/2012	8/15/2012	13,200
		8/15/2012	9/15/2012	12,000
		9/15/2012	10/17/2012	12,160
		10/17/2012	11/15/2012	13,920
		11/15/2012	12/17/2012	18,000
		12/17/2012	1/17/2013	17,520
		1/17/2013	2/13/2013	20,000
			Total	424,800
TOWN OF WEBSTER SCHOOL	MAIN ST POLE 3	1/17/2011	2/15/2011	1,360
		2/15/2011	3/18/2011	1,280
		3/18/2011	4/15/2011	1,040
		4/15/2011	5/17/2011	800
		5/17/2011	6/16/2011	880
		6/16/2011	7/15/2011	800
		7/15/2011	8/16/2011	880
		8/16/2011	9/16/2011	800
		9/16/2011	10/14/2011	480
		10/14/2011	11/16/2011	640
		11/16/2011	12/16/2011	880
		12/16/2011	1/16/2012	480
		1/16/2012	2/14/2012	480
		2/14/2012	3/15/2012	400
		3/15/2012	4/16/2012	720
		4/16/2012	5/17/2012	560
		5/17/2012	6/18/2012	4,560
		6/18/2012	7/17/2012	5,440
		7/17/2012	8/18/2012	1,120
		8/18/2012	9/14/2012	560
		9/14/2012	10/15/2012	400
		10/15/2012	11/15/2012	400
		11/15/2012	12/13/2012	1,280
		12/13/2012	1/15/2013	400
			Total	26,640
TOWN OF WEBSTER VETERANS	VETERANS WAY	1/17/2011	2/15/2011	209
		2/15/2011	3/18/2011	171
		3/18/2011	4/15/2011	241
		4/15/2011	5/17/2011	196
		5/17/2011	6/16/2011	181
		6/16/2011	7/15/2011	165
		7/15/2011	8/16/2011	180
		8/16/2011	9/16/2011	175
		9/16/2011	10/13/2011	233
		10/13/2011	11/16/2011	309
		11/16/2011	12/16/2011	287
		12/16/2011	1/16/2012	308

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		1/16/2012	2/14/2012	268
		2/14/2012	3/15/2012	262
		3/15/2012	4/16/2012	305
		4/16/2012	5/17/2012	285
		5/17/2012	6/18/2012	265
		6/18/2012	7/17/2012	223
		7/17/2012	8/20/2012	284
		8/20/2012	9/14/2012	210
		9/14/2012	10/15/2012	263
		10/15/2012	11/16/2012	274
		11/16/2012	12/15/2012	292
		12/15/2012	1/15/2013	281
			Total	5,867
TOWN OF WEBSTER SEWER	PERRYVILLE RD	1/17/2011	2/15/2011	9,244
		2/15/2011	3/16/2011	10,802
		3/16/2011	4/14/2011	9,402
		4/14/2011	5/16/2011	6,219
		5/16/2011	6/13/2011	3,876
		6/13/2011	7/15/2011	3,967
		7/15/2011	8/16/2011	2,494
		8/16/2011	9/16/2011	5,715
		9/16/2011	10/14/2011	4,640
		10/14/2011	11/15/2011	7,938
		11/15/2011	12/13/2011	9,154
		12/13/2011	1/18/2012	11,920
		1/18/2012	2/10/2012	7,331
		2/10/2012	3/15/2012	9,092
		3/15/2012	4/16/2012	5,053
		4/16/2012	5/17/2012	4,202
		5/17/2012	6/14/2012	3,167
		6/14/2012	7/14/2012	2,415
		7/14/2012	8/15/2012	1,743
		8/15/2012	9/15/2012	2,000
		9/15/2012	10/17/2012	3,427
		10/17/2012	11/15/2012	4,906
		11/15/2012	12/14/2012	6,376
		12/14/2012	1/17/2013	10,379
		1/17/2013	2/13/2013	8,685
			Total	154,147
TOWN OF WEBSTER SEWER	THOMPSON RD	1/17/2011	2/15/2011	8,200
		2/15/2011	3/16/2011	8,700
		3/16/2011	4/14/2011	8,100
		4/14/2011	5/17/2011	4,500
		5/17/2011	6/14/2011	2,400
		6/14/2011	7/15/2011	2,400
		7/15/2011	8/16/2011	2,000
		8/16/2011	9/16/2011	2,900
		9/16/2011	10/12/2011	1,600
		10/12/2011	11/15/2011	6,800
		11/15/2011	12/13/2011	6,900

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		12/13/2011	1/12/2012	7,800
		1/12/2012	2/15/2012	11,600
		2/15/2012	3/15/2012	8,100
		3/15/2012	4/16/2012	7,000
		4/16/2012	5/17/2012	2,900
		5/17/2012	6/15/2012	2,300
		6/15/2012	7/14/2012	2,200
		7/14/2012	8/15/2012	1,900
		8/15/2012	9/15/2012	2,000
		9/15/2012	10/16/2012	2,300
		10/16/2012	11/15/2012	3,300
		11/15/2012	12/14/2012	6,400
		12/14/2012	1/16/2013	8,700
		1/16/2013	2/14/2013	8,500
			Total	129,500
TOWN OF WEBSTER SEWER	SHAWN LN POLE 44	1/14/2011	2/14/2011	2,241
		2/14/2011	3/15/2011	1,913
		3/15/2011	4/14/2011	1,832
		4/14/2011	5/13/2011	1,164
		5/13/2011	6/10/2011	886
		6/10/2011	7/14/2011	1,031
		7/14/2011	8/15/2011	998
		8/15/2011	9/14/2011	976
		9/14/2011	10/12/2011	869
		10/12/2011	11/15/2011	1,498
		11/15/2011	12/13/2011	1,367
		12/13/2011	1/16/2012	1,756
		1/16/2012	2/10/2012	1,475
		2/10/2012	3/13/2012	1,736
		3/13/2012	4/11/2012	1,107
		4/11/2012	5/16/2012	921
		5/16/2012	6/13/2012	723
		6/13/2012	7/12/2012	734
		7/12/2012	8/14/2012	846
		8/14/2012	9/15/2012	820
		9/15/2012	10/11/2012	807
		10/11/2012	11/9/2012	828
		11/9/2012	12/14/2012	1,821
		12/14/2012	1/16/2013	2,048
		1/16/2013	2/14/2013	1,937
			Total	32,334
TOWN OF WEBSTER SEWER	PEBBLE BEACH RD	1/14/2011	2/14/2011	3,575
		2/14/2011	3/15/2011	4,133
		3/15/2011	4/14/2011	4,182
		4/14/2011	5/16/2011	3,019
		5/16/2011	6/10/2011	1,603
		6/10/2011	7/14/2011	2,143
		7/14/2011	8/15/2011	2,249
		8/15/2011	9/14/2011	2,334
		9/14/2011	10/12/2011	1,892

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		10/12/2011	11/15/2011	3,192
		11/15/2011	12/14/2011	3,061
		12/14/2011	1/16/2012	3,991
		1/16/2012	2/13/2012	2,928
		2/13/2012	3/13/2012	2,923
		3/13/2012	4/11/2012	2,848
		4/11/2012	5/15/2012	2,748
		5/15/2012	6/12/2012	2,194
		6/12/2012	7/12/2012	2,423
		7/12/2012	8/13/2012	3,176
		8/13/2012	9/15/2012	3,198
		9/15/2012	10/11/2012	1,757
		10/11/2012	11/9/2012	3,917
		11/9/2012	12/14/2012	3,879
		12/14/2012	1/16/2013	3,981
		1/16/2013	2/14/2013	4,020
			Total	75,366
TOWN OF WEBSTER SEWER	BIRCH ISLAND RD	12/15/2010	1/11/2011	5,102
		1/11/2011	2/9/2011	3,055
		2/9/2011	3/11/2011	4,647
		3/11/2011	4/11/2011	4,334
		4/11/2011	5/16/2011	2,607
		5/16/2011	6/10/2011	1,769
		6/10/2011	7/15/2011	2,340
		7/15/2011	8/16/2011	2,044
		8/16/2011	9/12/2011	1,483
		9/12/2011	10/11/2011	788
		10/11/2011	11/9/2011	3,376
		11/9/2011	12/12/2011	4,431
		12/12/2011	1/11/2012	5,669
		1/11/2012	2/13/2012	6,183
		2/13/2012	3/12/2012	4,337
		3/12/2012	4/11/2012	3,627
		4/11/2012	5/15/2012	2,607
		5/15/2012	6/14/2012	774
		6/14/2012	7/13/2012	1,875
		7/13/2012	8/13/2012	1,980
		8/13/2012	9/17/2012	1,751
		9/17/2012	10/11/2012	652
		10/11/2012	11/14/2012	3,812
		11/14/2012	12/11/2012	3,625
		12/11/2012	1/11/2013	5,858
		1/11/2013	2/11/2013	5,808
			Total	84,534
TOWN OF WEBSTER SEWER	BIRCH ISLAND RD	12/15/2010	1/14/2011	2,922
		1/14/2011	2/14/2011	3,625
		2/14/2011	3/15/2011	2,784
		3/15/2011	4/14/2011	2,107
		4/14/2011	5/16/2011	924
		5/16/2011	6/13/2011	447
		6/13/2011	7/15/2011	490

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		7/15/2011	8/16/2011	362
		8/16/2011	9/12/2011	237
		9/12/2011	10/13/2011	318
		10/13/2011	11/9/2011	721
		11/9/2011	12/14/2011	2,770
		12/14/2011	1/16/2012	3,296
		1/16/2012	2/13/2012	2,859
		2/13/2012	3/13/2012	2,682
		3/13/2012	4/11/2012	1,825
		4/11/2012	5/16/2012	708
		5/16/2012	6/14/2012	497
		6/14/2012	7/13/2012	404
		7/13/2012	8/14/2012	304
		8/14/2012	9/17/2012	354
		9/17/2012	10/11/2012	246
		10/11/2012	11/14/2012	2,302
		11/14/2012	12/11/2012	2,137
		12/11/2012	1/16/2013	3,892
		1/16/2013	2/14/2013	4,512
			Total	43,725
TOWN OF WEBSTER	BLACK POINT RD	12/15/2010	1/14/2011	1,197
		1/14/2011	2/14/2011	1,195
		2/14/2011	3/15/2011	1,025
		3/15/2011	4/14/2011	1,032
		4/14/2011	5/13/2011	599
		5/13/2011	6/10/2011	274
		6/10/2011	7/14/2011	343
		7/14/2011	8/15/2011	313
		8/15/2011	9/14/2011	272
		9/14/2011	10/12/2011	279
		10/12/2011	11/15/2011	1,516
		11/15/2011	12/13/2011	1,929
		12/13/2011	1/16/2012	853
		1/16/2012	2/10/2012	257
		2/10/2012	3/13/2012	982
		3/13/2012	4/11/2012	988
		4/11/2012	5/15/2012	1,151
		5/15/2012	6/12/2012	813
		6/12/2012	7/12/2012	281
		7/12/2012	8/13/2012	308
		8/13/2012	9/15/2012	304
		9/15/2012	10/16/2012	770
		10/16/2012	11/8/2012	772
		11/8/2012	12/14/2012	1,220
		12/14/2012	1/16/2013	1,136
		1/16/2013	2/14/2013	513
			Total	20,322
TOWN OF WEBSTER SEWER	UNION POINT RD	1/14/2011	2/14/2011	2,322
		2/14/2011	3/15/2011	1,996
		3/15/2011	4/14/2011	743

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		4/14/2011	5/13/2011	1,865
		5/13/2011	6/10/2011	645
		6/10/2011	7/14/2011	397
		7/14/2011	8/15/2011	334
		8/15/2011	9/14/2011	348
		9/14/2011	10/12/2011	335
		10/12/2011	11/15/2011	1,087
		11/15/2011	12/13/2011	1,321
		12/13/2011	1/16/2012	2,158
		1/16/2012	2/10/2012	650
		2/10/2012	3/13/2012	2,951
		3/13/2012	4/11/2012	1,154
		4/11/2012	5/15/2012	515
		5/15/2012	6/12/2012	316
		6/12/2012	7/12/2012	303
		7/12/2012	8/13/2012	180
		8/13/2012	9/15/2012	248
		9/15/2012	10/11/2012	311
		10/11/2012	11/8/2012	530
		11/8/2012	12/14/2012	1,674
		12/14/2012	1/16/2013	2,173
		1/16/2013	2/13/2013	2,032
			Total	26,588
TOWN OF WEBSTER SEWER	LAKESIDE AVE	1/14/2011	2/14/2011	5,020
		2/14/2011	3/15/2011	1,597
		3/15/2011	4/14/2011	2,304
		4/14/2011	5/16/2011	4,120
		5/16/2011	6/10/2011	701
		6/10/2011	7/14/2011	693
		7/14/2011	8/15/2011	659
		8/15/2011	9/14/2011	731
		9/14/2011	10/12/2011	595
		10/12/2011	11/15/2011	1,252
		11/15/2011	12/14/2011	1,506
		12/14/2011	1/11/2012	4,476
		1/11/2012	2/13/2012	1,156
		2/13/2012	3/13/2012	3,176
		3/13/2012	4/11/2012	1,695
		4/11/2012	5/11/2012	697
		5/11/2012	6/12/2012	993
		6/12/2012	7/12/2012	709
		7/12/2012	8/14/2012	737
		8/14/2012	9/15/2012	781
		9/15/2012	10/11/2012	553
		10/11/2012	11/9/2012	1,608
		11/9/2012	12/14/2012	1,609
		12/14/2012	1/16/2013	2,809
		1/16/2013	2/14/2013	3,342
			Total	43,519
TOWN OF WEBSTER SEWER	CUDWORTH RD	1/17/2011	2/15/2011	4,573

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		2/15/2011	3/16/2011	4,526
		3/16/2011	4/14/2011	3,229
		4/14/2011	5/16/2011	1,583
		5/16/2011	6/13/2011	1,041
		6/13/2011	7/15/2011	948
		7/15/2011	8/15/2011	1,607
		8/15/2011	9/13/2011	1,308
		9/13/2011	10/17/2011	1,221
		10/17/2011	11/16/2011	2,214
		11/16/2011	12/13/2011	2,485
		12/13/2011	1/16/2012	7,472
		1/16/2012	2/13/2012	6,221
		2/13/2012	3/15/2012	6,558
		3/15/2012	4/13/2012	1,587
		4/13/2012	5/16/2012	1,804
		5/16/2012	6/14/2012	1,116
		6/14/2012	7/13/2012	1,038
		7/13/2012	8/14/2012	1,219
		8/14/2012	9/17/2012	1,353
		9/17/2012	10/17/2012	3,384
		10/17/2012	11/9/2012	1,697
		11/9/2012	12/13/2012	2,592
		12/13/2012	1/14/2013	7,032
		1/14/2013	2/15/2013	4,347
			Total	72,155
TOWN OF WEBSTER SEWER	IRENE AVE PMPHS	1/17/2011	2/15/2011	1,846
		2/15/2011	3/16/2011	2,764
		3/16/2011	4/14/2011	2,338
		4/14/2011	5/16/2011	1,880
		5/16/2011	6/13/2011	911
		6/13/2011	7/15/2011	959
		7/15/2011	8/16/2011	662
		8/16/2011	9/16/2011	1,558
		9/16/2011	10/14/2011	1,165
		10/14/2011	11/15/2011	1,686
		11/15/2011	12/13/2011	1,874
		12/13/2011	1/18/2012	2,213
		1/18/2012	2/10/2012	1,464
		2/10/2012	3/15/2012	1,869
		3/15/2012	4/16/2012	1,167
		4/16/2012	5/17/2012	965
		5/17/2012	6/14/2012	818
		6/14/2012	7/14/2012	693
		7/14/2012	8/14/2012	641
		8/14/2012	9/15/2012	507
		9/15/2012	10/17/2012	665
		10/17/2012	11/15/2012	819
		11/15/2012	12/14/2012	1,315
		12/14/2012	1/17/2013	2,229
		1/17/2013	2/13/2013	1,874

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
			Total	34,882
TOWN OF WEBSTER SEWER	CROSS CT	12/15/2010	1/17/2011	4,111
		1/17/2011	2/15/2011	3,795
		2/15/2011	3/16/2011	3,925
		3/16/2011	4/15/2011	3,467
		4/15/2011	5/17/2011	1,512
		5/17/2011	6/14/2011	876
		6/14/2011	7/15/2011	913
		7/15/2011	8/16/2011	893
		8/16/2011	9/16/2011	1,205
		9/16/2011	10/14/2011	1,173
		10/14/2011	11/15/2011	2,522
		11/15/2011	12/13/2011	3,011
		12/13/2011	1/12/2012	3,737
		1/12/2012	2/15/2012	4,028
		2/15/2012	3/14/2012	3,266
		3/14/2012	4/16/2012	1,940
		4/16/2012	5/17/2012	1,137
		5/17/2012	6/15/2012	1,037
		6/15/2012	7/14/2012	740
		7/14/2012	8/15/2012	690
		8/15/2012	9/15/2012	654
		9/15/2012	10/17/2012	1,406
		10/17/2012	11/15/2012	1,860
		11/15/2012	12/14/2012	2,446
		12/14/2012	1/17/2013	3,573
		1/17/2013	2/14/2013	3,510
			Total	57,427
TOWN OF WEBSTER SEWER	SEWERAGE PLANT RD	1/17/2011	2/15/2011	232,000
		2/15/2011	3/16/2011	235,000
		3/16/2011	4/14/2011	238,000
		4/14/2011	5/16/2011	263,000
		5/16/2011	6/13/2011	226,000
		6/13/2011	7/15/2011	223,000
		7/15/2011	8/16/2011	205,000
		8/16/2011	9/16/2011	196,000
		9/16/2011	10/14/2011	161,000
		10/14/2011	11/15/2011	184,000
		11/15/2011	12/13/2011	179,000
		12/13/2011	1/18/2012	199,000
		1/18/2012	2/15/2012	151,000
		2/15/2012	3/15/2012	154,000
		3/15/2012	4/16/2012	173,000
		4/16/2012	5/17/2012	152,000
		5/17/2012	6/14/2012	144,000
		6/14/2012	7/16/2012	172,000
		7/16/2012	8/15/2012	165,000
		8/15/2012	9/17/2012	178,000
		9/17/2012	10/17/2012	158,000
		10/17/2012	11/15/2012	148,000

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		11/15/2012	12/14/2012	142,000
		12/14/2012	1/16/2013	176,000
		1/16/2013	2/13/2013	159,000
			Total	4,613,000
TOWN OF WEBSTER SEWER	ARKWRIGHT RD	12/10/2010	1/17/2011	24,640
		1/17/2011	2/15/2011	14,080
		2/15/2011	3/18/2011	17,280
		3/18/2011	4/15/2011	14,720
		4/15/2011	5/17/2011	8,000
		5/17/2011	6/16/2011	6,080
		6/16/2011	7/18/2011	4,480
		7/18/2011	8/16/2011	4,160
		8/16/2011	9/16/2011	5,440
		9/16/2011	10/13/2011	4,800
		10/13/2011	11/16/2011	11,200
		11/16/2011	12/16/2011	14,400
		12/16/2011	1/17/2012	15,360
		1/17/2012	2/14/2012	15,040
		2/14/2012	3/15/2012	13,760
		3/15/2012	4/16/2012	9,280
		4/16/2012	5/16/2012	5,120
		5/16/2012	6/19/2012	5,760
		6/19/2012	7/17/2012	3,840
		7/17/2012	8/17/2012	3,520
		8/17/2012	9/14/2012	3,840
		9/14/2012	10/15/2012	6,080
		10/15/2012	11/14/2012	8,640
		11/14/2012	12/13/2012	11,520
		12/13/2012	1/15/2013	16,000
			Total	247,040
TOWN OF WEBSTER SEWER	HIGHLAND ST	12/16/2010	1/17/2011	1,671
		1/17/2011	2/16/2011	1,711
		2/16/2011	3/18/2011	1,530
		3/18/2011	4/15/2011	1,096
		4/15/2011	5/17/2011	807
		5/17/2011	6/16/2011	251
		6/16/2011	7/18/2011	68
		7/18/2011	8/16/2011	60
		8/16/2011	9/17/2011	159
		9/17/2011	10/14/2011	634
		10/14/2011	11/16/2011	2,232
		11/16/2011	12/16/2011	1,638
		12/16/2011	1/17/2012	2,695
		1/17/2012	2/15/2012	2,726
		2/15/2012	3/16/2012	1,123
		3/16/2012	4/16/2012	777
		4/16/2012	5/17/2012	385
		5/17/2012	6/18/2012	73
		6/18/2012	7/18/2012	66
		7/18/2012	8/18/2012	55

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		8/18/2012	9/17/2012	46
		9/17/2012	10/16/2012	674
		10/16/2012	11/15/2012	716
		11/15/2012	12/13/2012	680
		12/13/2012	1/16/2013	1,495
			Total	23,368
TOWN OF WEBSTER SEWER	EASTERN AVE	1/17/2011	2/15/2011	313
		2/15/2011	3/18/2011	1,131
		3/18/2011	4/15/2011	441
		4/15/2011	5/17/2011	486
		5/17/2011	6/16/2011	344
		6/16/2011	7/15/2011	296
		7/15/2011	8/15/2011	150
		8/15/2011	9/16/2011	598
		9/16/2011	10/13/2011	440
		10/13/2011	11/16/2011	729
		11/16/2011	12/16/2011	695
		12/16/2011	1/16/2012	523
		1/16/2012	2/14/2012	442
		2/14/2012	3/15/2012	364
		3/15/2012	4/16/2012	275
		4/16/2012	5/17/2012	345
		5/17/2012	6/19/2012	265
		6/19/2012	7/18/2012	127
		7/18/2012	8/18/2012	137
		8/18/2012	9/14/2012	128
		9/14/2012	10/15/2012	149
		10/15/2012	11/15/2012	269
		11/15/2012	12/15/2012	272
		12/15/2012	1/15/2013	459
			Total	9,378
TOWN OF WEBSTER SEWER	KILLDEER RD	1/17/2011	2/15/2011	2,792
		2/15/2011	3/18/2011	2,384
		3/18/2011	4/15/2011	1,941
		4/15/2011	5/17/2011	1,005
		5/17/2011	6/16/2011	813
		6/16/2011	7/18/2011	823
		7/18/2011	8/16/2011	884
		8/16/2011	9/16/2011	1,169
		9/16/2011	10/14/2011	1,193
		10/14/2011	11/16/2011	2,504
		11/16/2011	12/16/2011	1,884
		12/16/2011	1/17/2012	4,709
		1/17/2012	2/14/2012	4,636
		2/14/2012	3/16/2012	3,930
		3/16/2012	4/16/2012	1,807
		4/16/2012	5/17/2012	978
		5/17/2012	6/19/2012	1,133
		6/19/2012	7/17/2012	819
		7/17/2012	8/17/2012	838

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		8/17/2012	9/14/2012	774
		9/14/2012	10/15/2012	1,052
		10/15/2012	11/15/2012	1,944
		11/15/2012	12/15/2012	1,967
		12/15/2012	1/15/2013	4,860
			Total	46,839
TOWN OF WEBSTER SEWER	THOMPSON RD	12/16/2010	1/17/2011	1,583
		1/17/2011	2/15/2011	1,393
		2/15/2011	3/18/2011	1,257
		3/18/2011	4/18/2011	987
		4/18/2011	5/17/2011	295
		5/17/2011	6/16/2011	90
		6/16/2011	7/18/2011	100
		7/18/2011	8/15/2011	90
		8/15/2011	9/16/2011	104
		9/16/2011	10/14/2011	672
		10/14/2011	11/16/2011	984
		11/16/2011	12/16/2011	921
		12/16/2011	1/17/2012	1,252
		1/17/2012	2/14/2012	1,080
		2/14/2012	3/16/2012	1,062
		3/16/2012	4/16/2012	844
		4/16/2012	5/17/2012	541
		5/17/2012	6/19/2012	134
		6/19/2012	7/18/2012	109
		7/18/2012	8/20/2012	115
		8/20/2012	9/14/2012	129
		9/14/2012	10/15/2012	828
		10/15/2012	11/15/2012	814
		11/15/2012	12/15/2012	939
		12/15/2012	1/16/2013	1,332
			Total	17,655
TOWN OF WEBSTER WATER	PARK RD POLE 10-00	1/17/2011	2/15/2011	0
		2/15/2011	3/18/2011	13
		3/18/2011	4/15/2011	28
		4/15/2011	5/17/2011	94
		5/17/2011	6/16/2011	146
		6/16/2011	7/15/2011	0
		7/15/2011	8/16/2011	33
		8/16/2011	9/16/2011	5
		9/16/2011	10/13/2011	3
		10/13/2011	11/16/2011	18
		11/16/2011	12/16/2011	83
		12/16/2011	1/16/2012	53
		1/16/2012	2/14/2012	60
		2/14/2012	3/15/2012	21
		3/15/2012	4/16/2012	2
		4/16/2012	5/17/2012	4
		5/17/2012	6/18/2012	11
		6/18/2012	7/17/2012	5

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		7/17/2012	8/18/2012	26
		8/18/2012	9/17/2012	7
		9/17/2012	10/15/2012	6
		10/15/2012	11/16/2012	550
		11/16/2012	12/15/2012	107
		12/15/2012	1/15/2013	4
			Total	1,279
TOWN OF WEBSTER WATER	MEMORIAL BEACH RD	1/14/2011	2/14/2011	6,836
		2/14/2011	3/15/2011	11,502
		3/15/2011	4/14/2011	11,893
		4/14/2011	5/16/2011	12,254
		5/16/2011	6/13/2011	10,432
		6/13/2011	7/15/2011	12,054
		7/15/2011	8/16/2011	12,123
		8/16/2011	9/14/2011	11,695
		9/14/2011	10/12/2011	9,957
		10/12/2011	11/9/2011	9,478
		11/9/2011	12/13/2011	14,295
		12/13/2011	1/16/2012	11,852
		1/16/2012	2/13/2012	9,773
		2/13/2012	3/13/2012	9,813
		3/13/2012	4/11/2012	7,222
		4/11/2012	5/16/2012	6,965
		5/16/2012	6/13/2012	6,273
		6/13/2012	7/13/2012	7,091
		7/13/2012	8/14/2012	8,047
		8/14/2012	9/15/2012	1,410
		9/15/2012	10/11/2012	111
		10/11/2012	11/9/2012	272
		11/9/2012	12/11/2012	13,454
		12/11/2012	1/11/2013	10,806
			Total	215,608
TOWN OF WEBSTER WATER	MEMORIAL BEACH RD	1/17/2011	2/15/2011	12,800
		2/15/2011	3/18/2011	33,300
		3/18/2011	4/15/2011	29,800
		4/15/2011	5/17/2011	30,800
		5/17/2011	6/16/2011	34,300
		6/16/2011	7/18/2011	29,700
		7/18/2011	8/15/2011	33,900
		8/15/2011	9/16/2011	35,600
		9/16/2011	10/13/2011	31,300
		10/13/2011	11/16/2011	32,100
		11/16/2011	12/16/2011	33,600
		12/16/2011	1/16/2012	26,800
		1/16/2012	2/14/2012	28,300
		2/14/2012	3/16/2012	26,700
		3/16/2012	4/16/2012	19,200
		4/16/2012	5/16/2012	13,800
		5/16/2012	6/18/2012	16,000
		6/18/2012	7/17/2012	18,800

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		7/17/2012	8/18/2012	19,100
		8/18/2012	9/14/2012	4,700
		9/14/2012	10/15/2012	1,700
		10/15/2012	11/14/2012	1,200
		11/14/2012	12/13/2012	1,300
		12/13/2012	1/15/2013	1,800
			Total	516,600
TOWN OF WEBSTER WATER	MEMORIAL BEACH RD	1/11/2011	2/9/2011	13,400
		2/9/2011	3/15/2011	41,800
		3/15/2011	4/14/2011	28,800
		4/14/2011	5/16/2011	24,800
		5/16/2011	6/10/2011	27,800
		6/10/2011	7/15/2011	22,600
		7/15/2011	8/16/2011	22,200
		8/16/2011	9/15/2011	22,200
		9/15/2011	10/13/2011	22,600
		10/13/2011	11/9/2011	24,000
		11/9/2011	12/12/2011	27,800
		12/12/2011	1/16/2012	22,000
		1/16/2012	2/13/2012	21,400
		2/13/2012	3/13/2012	24,600
		3/13/2012	4/11/2012	23,600
		4/11/2012	5/16/2012	27,400
		5/16/2012	6/13/2012	22,800
		6/13/2012	7/13/2012	25,000
		7/13/2012	8/14/2012	28,600
		8/14/2012	9/17/2012	37,600
		9/17/2012	10/11/2012	19,400
		10/11/2012	11/9/2012	50,400
		11/9/2012	12/14/2012	41,000
		12/14/2012	1/16/2013	40,600
			Total	662,400
TOWN OF WEBSTER WATER	RAWSON RD TEMP	1/17/2011	2/15/2011	10
		2/15/2011	3/18/2011	10
		3/18/2011	4/15/2011	9
		4/15/2011	5/17/2011	11
		5/17/2011	6/16/2011	10
		6/16/2011	7/18/2011	10
		7/18/2011	8/16/2011	10
		8/16/2011	9/16/2011	10
		9/16/2011	10/14/2011	9
		10/14/2011	11/16/2011	10
		11/16/2011	12/16/2011	10
		12/16/2011	1/16/2012	10
		1/16/2012	2/14/2012	9
		2/14/2012	3/16/2012	10
		3/16/2012	4/16/2012	11
		4/16/2012	5/18/2012	10
		5/18/2012	6/19/2012	10
		6/19/2012	7/18/2012	10

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		7/18/2012	8/17/2012	49
		8/17/2012	9/14/2012	97
		9/14/2012	10/15/2012	32
		10/15/2012	11/15/2012	10
		11/15/2012	12/15/2012	10
		12/15/2012	1/15/2013	10
			Total	387
TOWN OF WEBSTER WATER	SUTTON RD	1/14/2011	2/14/2011	5,600
		2/14/2011	3/15/2011	4,400
		3/15/2011	4/14/2011	3,950
		4/14/2011	5/16/2011	3,600
		5/16/2011	6/10/2011	3,050
		6/10/2011	7/14/2011	3,100
		7/14/2011	8/15/2011	3,100
		8/15/2011	9/14/2011	2,800
		9/14/2011	10/12/2011	2,700
		10/12/2011	11/15/2011	3,800
		11/15/2011	12/14/2011	4,600
		12/14/2011	1/16/2012	4,550
		1/16/2012	2/10/2012	3,550
		2/10/2012	3/13/2012	4,350
		3/13/2012	4/11/2012	3,450
		4/11/2012	5/16/2012	4,200
		5/16/2012	6/13/2012	2,750
		6/13/2012	7/12/2012	2,650
		7/12/2012	8/14/2012	3,150
		8/14/2012	9/15/2012	3,250
		9/15/2012	10/11/2012	2,500
		10/11/2012	11/9/2012	3,150
		11/9/2012	12/14/2012	4,350
		12/14/2012	1/16/2013	4,600
		1/16/2013	2/14/2013	4,250
			Total	91,450
TOWN OF WEBSTER WATER	BIGELOW RD	12/13/2010	1/12/2011	25,480
		1/12/2011	2/10/2011	77,692
		2/10/2011	3/14/2011	17,683
		3/14/2011	4/14/2011	15,419
		4/14/2011	5/16/2011	22,264
		5/16/2011	6/13/2011	21,567
		6/13/2011	7/15/2011	23,410
		7/15/2011	8/12/2011	23,025
		8/12/2011	9/13/2011	33,097
		9/13/2011	10/12/2011	15,498
		10/12/2011	11/16/2011	15,794
		11/16/2011	12/13/2011	19,381
		12/13/2011	1/12/2012	316
		1/12/2012	2/10/2012	2,856
		2/10/2012	3/15/2012	41,463
		3/15/2012	4/17/2012	20,313
		4/17/2012	5/16/2012	20,107

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		5/16/2012	6/14/2012	20,387
		6/14/2012	7/13/2012	23,941
		7/13/2012	8/15/2012	25,541
		8/15/2012	9/17/2012	22,840
		9/17/2012	10/17/2012	20,640
		10/17/2012	11/9/2012	10,379
		11/9/2012	12/12/2012	23,688
		12/12/2012	1/14/2013	348
			Total	543,129
TOWN OF WEBSTER WATER	BIGELOW RD .	1/18/2011	2/15/2011	51,100
		2/15/2011	3/16/2011	38,500
		3/16/2011	4/14/2011	35,500
		4/14/2011	5/16/2011	44,800
		5/16/2011	6/13/2011	43,500
		6/13/2011	7/15/2011	47,500
		7/15/2011	8/15/2011	53,300
		8/15/2011	9/13/2011	57,800
		9/13/2011	10/17/2011	23,400
		10/17/2011	11/16/2011	36,800
		11/16/2011	12/13/2011	37,900
		12/13/2011	1/16/2012	30,300
		1/16/2012	2/13/2012	23,500
		2/13/2012	3/15/2012	24,500
		3/15/2012	4/16/2012	37,500
		4/16/2012	5/16/2012	42,900
		5/16/2012	6/14/2012	40,300
		6/14/2012	7/13/2012	47,300
		7/13/2012	8/15/2012	51,400
		8/15/2012	9/17/2012	44,900
		9/17/2012	10/17/2012	24,400
		10/17/2012	11/9/2012	28,200
		11/9/2012	12/17/2012	47,300
		12/17/2012	1/14/2013	25,000
			Total	937,600
TOWN OF WEBSTER TRAFFIC	S MAIN LAKE ISCT	1/17/2011	2/15/2011	175
		2/15/2011	3/18/2011	186
		3/18/2011	4/15/2011	168
		4/15/2011	5/17/2011	189
		5/17/2011	6/16/2011	175
		6/16/2011	7/15/2011	169
		7/15/2011	8/16/2011	185
		8/16/2011	9/16/2011	177
		9/16/2011	10/13/2011	159
		10/13/2011	11/16/2011	201
		11/16/2011	12/16/2011	186
		12/16/2011	1/16/2012	269
		1/16/2012	2/14/2012	250
		2/14/2012	3/15/2012	260
		3/15/2012	4/16/2012	274
		4/16/2012	5/17/2012	265

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		5/17/2012	6/18/2012	271
		6/18/2012	7/17/2012	244
		7/17/2012	8/20/2012	282
		8/20/2012	9/14/2012	207
		9/14/2012	10/15/2012	253
		10/15/2012	11/16/2012	260
		11/16/2012	12/15/2012	249
		12/15/2012	1/15/2013	267
			Total	5,321
TOWN OF WEBSTER TRAFFIC	MYRTLE PARK ISCT	1/17/2011	2/15/2011	159
		2/15/2011	3/18/2011	158
		3/18/2011	4/15/2011	116
		4/15/2011	5/17/2011	132
		5/17/2011	6/16/2011	124
		6/16/2011	7/15/2011	115
		7/15/2011	8/16/2011	131
		8/16/2011	9/16/2011	91
		9/16/2011	10/14/2011	84
		10/14/2011	11/16/2011	98
		11/16/2011	12/16/2011	89
		12/16/2011	1/16/2012	92
		1/16/2012	2/14/2012	87
		2/14/2012	3/15/2012	89
		3/15/2012	4/16/2012	95
		4/16/2012	5/17/2012	93
		5/17/2012	6/18/2012	95
		6/18/2012	7/17/2012	86
		7/17/2012	8/20/2012	98
		8/20/2012	9/14/2012	74
		9/14/2012	10/15/2012	91
		10/15/2012	11/16/2012	92
		11/16/2012	12/13/2012	0
		12/13/2012	1/15/2013	98
			Total	2,387
TOWN OF WEBSTER TRAFFIC	0 ROUTE 16 GORE ISCT	12/30/2010	1/31/2011	142
		1/31/2011	3/1/2011	142
		3/1/2011	3/31/2011	142
		3/31/2011	5/2/2011	142
		5/2/2011	5/31/2011	142
		5/31/2011	6/30/2011	142
		6/30/2011	8/1/2011	142
		8/1/2011	8/31/2011	142
		8/31/2011	9/29/2011	142
		9/29/2011	10/31/2011	142
		10/31/2011	12/1/2011	142
		12/1/2011	12/30/2011	142
		12/30/2011	1/31/2012	142
		1/31/2012	2/29/2012	142
		2/29/2012	3/30/2012	142

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		3/30/2012	5/1/2012	142
		5/1/2012	6/1/2012	142
		6/1/2012	6/29/2012	142
		6/29/2012	8/1/2012	142
		8/1/2012	8/31/2012	142
		8/31/2012	10/1/2012	142
		10/1/2012	10/30/2012	142
		10/30/2012	11/30/2012	142
		11/30/2012	1/2/2013	142
		1/2/2013	1/31/2013	142
			Total	3,550
TOWN OF WEBSTER TRAFFIC	N MAIN S MAIN ISCT	12/16/2010	1/17/2011	0
		1/17/2011	2/15/2011	0
		2/15/2011	3/15/2011	893
		3/15/2011	4/13/2011	923
		4/13/2011	5/17/2011	1,071
		5/17/2011	6/16/2011	933
		6/16/2011	7/15/2011	954
		7/15/2011	8/16/2011	1,080
		8/16/2011	9/16/2011	1,029
		9/16/2011	10/13/2011	906
		10/13/2011	11/16/2011	1,102
		11/16/2011	12/16/2011	975
		12/16/2011	1/16/2012	1,005
		1/16/2012	2/14/2012	931
		2/14/2012	3/15/2012	945
		3/15/2012	4/16/2012	1,113
		4/16/2012	5/16/2012	1,036
		5/16/2012	6/18/2012	1,115
		6/18/2012	7/17/2012	1,026
		7/17/2012	8/17/2012	1,087
		8/17/2012	9/14/2012	985
		9/14/2012	10/15/2012	1,080
		10/15/2012	11/16/2012	1,096
		11/16/2012	12/15/2012	1,023
		12/15/2012	1/15/2013	1,038
			Total	23,346
TN OF WEBSTER ANIMAL SHELTER	MEMORIAL BEACH DR	12/16/2010	1/17/2011	0
		1/17/2011	2/15/2011	0
		2/15/2011	3/18/2011	0
		3/18/2011	4/15/2011	0
		4/15/2011	5/17/2011	0
		5/17/2011	6/16/2011	1
		6/16/2011	7/18/2011	2
		7/18/2011	8/15/2011	2
		8/15/2011	9/16/2011	1
		9/16/2011	10/13/2011	0
		10/13/2011	11/16/2011	0
		11/16/2011	12/16/2011	15

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		12/16/2011	1/16/2012	0
		1/16/2012	2/14/2012	0
		2/14/2012	3/15/2012	0
		3/15/2012	4/16/2012	0
		4/16/2012	5/16/2012	0
		5/16/2012	6/18/2012	1
		6/18/2012	7/17/2012	2
		7/17/2012	8/17/2012	2
		8/17/2012	9/14/2012	1
		9/14/2012	10/15/2012	0
		10/15/2012	11/14/2012	0
		11/14/2012	12/15/2012	6
		12/15/2012	1/15/2013	4
			Total	37
TOWN OF WEBSTER TRAFFIC	THOMPSON MEM ISCT	1/17/2011	2/15/2011	261
		2/15/2011	3/18/2011	257
		3/18/2011	4/15/2011	214
		4/15/2011	5/17/2011	210
		5/17/2011	6/16/2011	188
		6/16/2011	7/15/2011	181
		7/15/2011	8/15/2011	191
		8/15/2011	9/16/2011	193
		9/16/2011	10/13/2011	158
		10/13/2011	11/16/2011	187
		11/16/2011	12/16/2011	167
		12/16/2011	1/16/2012	167
		1/16/2012	2/14/2012	185
		2/14/2012	3/15/2012	444
		3/15/2012	4/16/2012	450
		4/16/2012	5/16/2012	404
		5/16/2012	6/18/2012	444
		6/18/2012	7/17/2012	389
		7/17/2012	8/20/2012	452
		8/20/2012	9/14/2012	333
		9/14/2012	10/15/2012	413
		10/15/2012	11/16/2012	427
		11/16/2012	12/15/2012	394
		12/15/2012	1/15/2013	415
			Total	7,124
TOWN OF WEBSTER TRAFFIC	SLATER E MAIN ISCT	1/13/2011	2/11/2011	207
		2/11/2011	3/15/2011	152
		3/15/2011	4/15/2011	298
		4/15/2011	5/17/2011	1,000
		5/17/2011	6/16/2011	842
		6/16/2011	7/15/2011	776
		7/15/2011	8/15/2011	828
		8/15/2011	9/16/2011	791
		9/16/2011	10/13/2011	661
		10/13/2011	11/16/2011	821

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		11/16/2011	12/16/2011	733
		12/16/2011	1/16/2012	758
		1/16/2012	2/14/2012	696
		2/14/2012	3/15/2012	734
		3/15/2012	4/16/2012	999
		4/16/2012	5/16/2012	982
		5/16/2012	6/18/2012	1,059
		6/18/2012	7/17/2012	897
		7/17/2012	8/17/2012	890
		8/17/2012	9/14/2012	743
		9/14/2012	10/15/2012	773
		10/15/2012	11/16/2012	828
		11/16/2012	12/15/2012	1,054
		12/15/2012	1/15/2013	1,025
			Total	18,547
TOWN OF WEBSTER TRAFFIC	MAIN CHASE ISCT	12/16/2010	1/17/2011	1,079
		1/17/2011	2/15/2011	953
		2/15/2011	3/18/2011	1,023
		3/18/2011	4/15/2011	915
		4/15/2011	5/17/2011	1,044
		5/17/2011	6/16/2011	1,280
		6/16/2011	7/15/2011	1,211
		7/15/2011	8/16/2011	1,326
		8/16/2011	9/16/2011	1,257
		9/16/2011	10/14/2011	1,171
		10/14/2011	11/16/2011	1,292
		11/16/2011	12/16/2011	1,260
		12/16/2011	1/16/2012	1,306
		1/16/2012	2/14/2012	1,219
		2/14/2012	3/15/2012	1,257
		3/15/2012	4/16/2012	1,320
		4/16/2012	5/17/2012	1,287
		5/17/2012	6/18/2012	1,321
		6/18/2012	7/17/2012	1,212
		7/17/2012	8/20/2012	1,385
		8/20/2012	9/14/2012	981
		9/14/2012	10/15/2012	1,221
		10/15/2012	11/16/2012	1,219
		11/16/2012	12/15/2012	1,278
		12/15/2012	1/15/2013	1,415
			Total	30,232
TOWN OF WEBSTER DPW	RAY ST POLE 3-1	12/14/2010	1/14/2011	0
		1/14/2011	2/14/2011	0
		2/14/2011	3/15/2011	0
		3/15/2011	4/14/2011	0
		4/14/2011	5/13/2011	880
		5/13/2011	6/10/2011	1,600
		6/10/2011	7/14/2011	1,680
		7/14/2011	8/12/2011	1,920
		8/12/2011	9/14/2011	1,520

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		9/14/2011	10/21/2011	960
		10/21/2011	11/15/2011	1,040
		11/15/2011	12/16/2011	0
		12/16/2011	1/16/2012	0
		1/16/2012	2/14/2012	0
		2/14/2012	3/14/2012	0
		3/14/2012	4/16/2012	0
		4/16/2012	5/17/2012	480
		5/17/2012	6/18/2012	1,840
		6/18/2012	7/17/2012	1,520
		7/17/2012	8/15/2012	1,600
		8/15/2012	9/14/2012	1,520
		9/14/2012	10/15/2012	4,720
		10/15/2012	11/14/2012	1,760
		11/14/2012	12/13/2012	0
		12/13/2012	1/15/2013	0
			Total	23,040
TOWN OF WEBSTER TRAFFIC	E MAIN WORC ISCT	12/16/2011	1/16/2012	189
		1/16/2012	2/14/2012	173
		2/14/2012	3/15/2012	181
		3/15/2012	4/16/2012	192
		4/16/2012	5/16/2012	184
		5/16/2012	6/18/2012	201
		6/18/2012	7/17/2012	180
		7/17/2012	8/17/2012	191
		8/17/2012	9/14/2012	171
		9/14/2012	10/15/2012	188
		10/15/2012	11/16/2012	191
		11/16/2012	12/15/2012	177
		12/15/2012	1/15/2013	187
			Total	2,405
TOWN OF WEBSTER DPW	CUDWORTH RD FL 2 F	1/18/2011	2/15/2011	4,280
		2/15/2011	3/16/2011	3,880
		3/16/2011	4/14/2011	3,520
		4/14/2011	5/16/2011	3,080
		5/16/2011	6/13/2011	2,520
		6/13/2011	7/15/2011	2,880
		7/15/2011	8/15/2011	2,800
		8/15/2011	9/13/2011	2,760
		9/13/2011	10/17/2011	3,040
		10/17/2011	11/16/2011	3,400
		11/16/2011	12/13/2011	3,080
		12/13/2011	1/12/2012	4,200
		1/12/2012	2/10/2012	4,440
		2/10/2012	3/15/2012	4,000
		3/15/2012	4/13/2012	3,400
		4/13/2012	5/16/2012	3,320
		5/16/2012	6/14/2012	2,520
		6/14/2012	7/13/2012	2,960
		7/13/2012	8/14/2012	3,120

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		8/14/2012	9/17/2012	3,400
		9/17/2012	10/16/2012	3,120
		10/16/2012	11/9/2012	2,720
		11/9/2012	12/13/2012	4,720
		12/13/2012	1/14/2013	4,480
		1/14/2013	2/12/2013	4,440
			Total	86,080
TOWN OF WEBSTER	TRACY CT	12/16/2010	1/17/2011	956
		1/17/2011	2/15/2011	777
		2/15/2011	3/18/2011	775
		3/18/2011	4/15/2011	624
		4/15/2011	5/17/2011	673
		5/17/2011	6/16/2011	594
		6/16/2011	7/15/2011	548
		7/15/2011	8/16/2011	652
		8/16/2011	9/16/2011	699
		9/16/2011	10/13/2011	673
		10/13/2011	11/16/2011	929
		11/16/2011	12/16/2011	861
		12/16/2011	1/16/2012	700
		1/16/2012	2/14/2012	1,081
		2/14/2012	3/15/2012	1,039
		3/15/2012	4/16/2012	1,007
		4/16/2012	5/17/2012	943
		5/17/2012	6/18/2012	816
		6/18/2012	7/17/2012	673
		7/17/2012	8/20/2012	890
		8/20/2012	9/14/2012	699
		9/14/2012	10/15/2012	991
		10/15/2012	11/16/2012	1,138
		11/16/2012	12/15/2012	954
		12/15/2012	1/15/2013	1,022
			Total	20,714
TOWN OF WEBSTER DPW	RAY ST POLE 11-1	1/17/2011	2/15/2011	103
		2/15/2011	3/18/2011	105
		3/18/2011	4/15/2011	123
		4/15/2011	5/17/2011	137
		5/17/2011	6/16/2011	153
		6/16/2011	7/15/2011	142
		7/15/2011	8/16/2011	100
		8/16/2011	9/16/2011	150
		9/16/2011	10/14/2011	154
		10/14/2011	11/16/2011	204
		11/16/2011	12/16/2011	93
		12/16/2011	1/16/2012	20
		1/16/2012	2/14/2012	18
		2/14/2012	3/15/2012	24
		3/15/2012	4/16/2012	69
		4/16/2012	5/17/2012	124
		5/17/2012	6/18/2012	121

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		6/18/2012	7/17/2012	105
		7/17/2012	8/20/2012	55
		8/20/2012	9/17/2012	53
		9/17/2012	10/15/2012	104
		10/15/2012	11/14/2012	122
		11/14/2012	12/13/2012	51
		12/13/2012	1/15/2013	37
			Total	2,367
WEBSTER PARKS DEPT	SLATER ST POLE 20	1/17/2011	2/15/2011	6
		2/15/2011	3/18/2011	17
		3/18/2011	4/15/2011	83
		4/15/2011	5/17/2011	684
		5/17/2011	6/16/2011	806
		6/16/2011	7/18/2011	882
		7/18/2011	8/16/2011	812
		8/16/2011	9/16/2011	816
		9/16/2011	10/13/2011	591
		10/13/2011	11/14/2011	396
		11/14/2011	12/14/2011	34
		12/14/2011	1/13/2012	7
		1/13/2012	2/14/2012	44
		2/14/2012	3/15/2012	9
		3/15/2012	4/16/2012	82
		4/16/2012	5/16/2012	688
		5/16/2012	6/18/2012	914
		6/18/2012	7/17/2012	843
		7/17/2012	8/17/2012	950
		8/17/2012	9/14/2012	831
		9/14/2012	10/15/2012	724
		10/15/2012	11/16/2012	171
		11/16/2012	12/15/2012	25
		12/15/2012	1/15/2013	41
			Total	10,456
TOWN OF WEBSTER	WORCESTER RD	1/17/2011	2/15/2011	0
		2/15/2011	3/18/2011	19
		3/18/2011	4/15/2011	5
		4/15/2011	5/17/2011	6
		5/17/2011	6/16/2011	16
		6/16/2011	7/15/2011	16
		7/15/2011	8/15/2011	37
		8/15/2011	9/16/2011	3
		9/16/2011	10/13/2011	1
		10/13/2011	11/16/2011	2
		11/16/2011	12/16/2011	1
		12/16/2011	1/16/2012	5
		1/16/2012	2/14/2012	6
		2/14/2012	3/15/2012	7
		3/15/2012	4/16/2012	2
		4/16/2012	5/16/2012	4

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		5/16/2012	6/18/2012	5
		6/18/2012	7/17/2012	3
		7/17/2012	8/17/2012	6
		8/17/2012	9/14/2012	4
		9/14/2012	10/15/2012	6
		10/15/2012	11/14/2012	4
		11/14/2012	12/15/2012	2
		12/15/2012	1/15/2013	13
			Total	173
TOWN OF WEBSTER DPW	RAY ST	1/11/2011	2/14/2011	420
		2/14/2011	3/15/2011	280
		3/15/2011	4/14/2011	350
		4/14/2011	5/13/2011	490
		5/13/2011	6/10/2011	420
		6/10/2011	7/14/2011	770
		7/14/2011	8/11/2011	770
		8/11/2011	9/14/2011	210
		9/14/2011	10/11/2011	1,610
		10/11/2011	11/15/2011	1,470
		11/15/2011	12/13/2011	980
		12/13/2011	1/13/2012	350
		1/13/2012	2/13/2012	350
		2/13/2012	3/14/2012	350
		3/14/2012	4/12/2012	280
		4/12/2012	5/14/2012	840
		5/14/2012	6/13/2012	910
		6/13/2012	7/13/2012	490
		7/13/2012	8/14/2012	350
		8/14/2012	9/14/2012	490
		9/14/2012	10/16/2012	1,960
		10/16/2012	11/13/2012	2,240
		11/13/2012	12/14/2012	1,190
		12/14/2012	1/11/2013	350
		1/11/2013	2/11/2013	350
			Total	18,270
TOWN OF WEBSTER PARKS	MEMORIAL BEACH RD	1/17/2011	2/15/2011	0
		2/15/2011	3/18/2011	0
		3/18/2011	4/15/2011	86
		4/15/2011	5/17/2011	60
		5/17/2011	6/16/2011	500
		6/16/2011	7/15/2011	1,864
		7/15/2011	8/15/2011	2,091
		8/15/2011	9/16/2011	1,047
		9/16/2011	10/13/2011	700
		10/13/2011	11/16/2011	619
		11/16/2011	12/16/2011	446
		12/16/2011	1/16/2012	102
		1/16/2012	2/14/2012	88
		2/14/2012	3/15/2012	93
		3/15/2012	4/16/2012	123

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		4/16/2012	5/16/2012	228
		5/16/2012	6/18/2012	1,647
		6/18/2012	7/17/2012	2,707
		7/17/2012	8/17/2012	1,489
		8/17/2012	9/14/2012	102
		9/14/2012	10/15/2012	52
		10/15/2012	11/16/2012	70
		11/16/2012	12/15/2012	127
		12/15/2012	1/15/2013	36
			Total	14,277
TOWN OF WEBSTER DPW	RAY ST POLE 3-1	1/17/2011	2/15/2011	0
		2/15/2011	3/18/2011	0
		3/18/2011	4/15/2011	12
		4/15/2011	5/17/2011	14
		5/17/2011	6/16/2011	97
		6/16/2011	7/15/2011	143
		7/15/2011	8/16/2011	149
		8/16/2011	9/16/2011	90
		9/16/2011	10/13/2011	76
		10/13/2011	11/16/2011	43
		11/16/2011	12/16/2011	22
		12/16/2011	1/16/2012	9
		1/16/2012	2/14/2012	7
		2/14/2012	3/15/2012	1
		3/15/2012	4/16/2012	8
		4/16/2012	5/17/2012	19
		5/17/2012	6/18/2012	65
		6/18/2012	7/17/2012	118
		7/17/2012	8/20/2012	60
		8/20/2012	9/17/2012	26
		9/17/2012	10/15/2012	20
		10/15/2012	11/14/2012	7
		11/14/2012	12/13/2012	0
		12/13/2012	1/15/2013	10
			Total	996
TOWN OF WEBSTER DPW	MEMORIAL BEACH DR	1/17/2011	2/15/2011	0
		2/15/2011	3/18/2011	0
		3/18/2011	4/15/2011	0
		4/15/2011	5/17/2011	0
		5/17/2011	6/16/2011	0
		6/16/2011	7/15/2011	102
		7/15/2011	8/15/2011	24
		8/15/2011	9/16/2011	0
		9/16/2011	10/13/2011	34
		10/13/2011	11/16/2011	0
		11/16/2011	12/16/2011	8
		12/16/2011	1/16/2012	0
		1/16/2012	2/14/2012	0
		2/14/2012	3/15/2012	0
		3/15/2012	4/16/2012	0

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		4/16/2012	5/17/2012	0
		5/17/2012	6/18/2012	0
		6/18/2012	7/17/2012	97
		7/17/2012	8/17/2012	0
		8/17/2012	9/14/2012	195
		9/14/2012	10/15/2012	0
		10/15/2012	11/14/2012	0
		11/14/2012	12/15/2012	69
		12/15/2012	1/15/2013	30
			Total	559
TOWN OF WEBSTER	DAVIS ST LOT 1A CDBG	12/16/2011	1/16/2012	765
		1/16/2012	2/14/2012	676
		2/14/2012	3/15/2012	603
		3/15/2012	4/16/2012	495
		4/16/2012	5/17/2012	391
		5/17/2012	6/18/2012	344
		6/18/2012	7/17/2012	298
		7/17/2012	8/17/2012	348
		8/17/2012	9/14/2012	355
		9/14/2012	10/15/2012	481
		10/15/2012	11/16/2012	618
		11/16/2012	12/15/2012	674
		12/15/2012	1/15/2013	764
			Total	6,812
TOWN OF WEBSTER	PLEASANT ST	12/14/2011	1/17/2012	1,247
		1/17/2012	2/10/2012	227
		2/10/2012	3/15/2012	1,814
		3/15/2012	4/16/2012	945
		4/16/2012	5/16/2012	836
		5/16/2012	6/14/2012	729
		6/14/2012	7/14/2012	731
		7/14/2012	8/15/2012	833
		8/15/2012	9/17/2012	936
		9/17/2012	10/17/2012	987
		10/17/2012	11/14/2012	1,016
		11/14/2012	12/14/2012	1,144
		12/14/2012	1/17/2013	1,295
		1/17/2013	2/13/2013	969
			Total	13,709
TOWN OF WEBSTER	HIGH ST P2 MAI	12/20/2010	1/20/2011	1,316
		1/20/2011	2/20/2011	1,316
		2/20/2011	3/20/2011	1,189
		3/20/2011	4/20/2011	1,316
		4/20/2011	5/17/2011	1,146
		5/17/2011	6/20/2011	1,449
		6/20/2011	7/20/2011	1,278
		7/20/2011	8/20/2011	1,321
		8/20/2011	9/20/2011	1,321
		9/20/2011	10/17/2011	1,151

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		10/17/2011	11/20/2011	1,480
		11/20/2011	12/20/2011	1,268
		12/20/2011	1/20/2012	1,311
		1/20/2012	2/20/2012	1,310
		2/20/2012	3/16/2012	1,015
		3/16/2012	4/19/2012	1,443
		4/19/2012	5/17/2012	1,189
		5/17/2012	6/18/2012	1,050
		6/18/2012	7/17/2012	888
			Total	23,757
TOWN OF WEBSTER	KOSMAS ST	12/16/2011	1/16/2012	0
		1/16/2012	2/14/2012	0
		2/14/2012	3/15/2012	0
		3/15/2012	4/16/2012	8
		4/16/2012	5/17/2012	26
		5/17/2012	6/18/2012	18
		6/18/2012	7/17/2012	0
		7/17/2012	8/15/2012	4
		8/15/2012	9/14/2012	66
		9/14/2012	10/15/2012	0
		10/15/2012	11/14/2012	0
		11/14/2012	12/15/2012	17
		12/15/2012	1/15/2013	28
			Total	167
TOWN OF WEBSTER SCHOOL	RAY ST POLE 12	12/16/2010	1/17/2011	4
		1/17/2011	2/15/2011	5
		2/15/2011	3/18/2011	4
		3/18/2011	4/15/2011	4
		4/15/2011	5/17/2011	3
		5/17/2011	6/16/2011	5
		6/16/2011	7/15/2011	6
		7/15/2011	8/16/2011	398
		8/16/2011	9/16/2011	749
		9/16/2011	10/13/2011	668
		10/13/2011	11/16/2011	649
		11/16/2011	12/16/2011	400
		12/16/2011	1/16/2012	32
		1/16/2012	2/14/2012	2
		2/14/2012	3/15/2012	3
		3/15/2012	4/16/2012	4
		4/16/2012	5/17/2012	5
		5/17/2012	6/18/2012	5
		6/18/2012	7/17/2012	5
		7/17/2012	8/20/2012	371
		8/20/2012	9/14/2012	604
		9/14/2012	11/13/2012	1,451
		11/13/2012	12/15/2012	283
		12/15/2012	1/15/2013	106
			Total	5,766
TOWN OF WEBSTER SCHOOL	LAKE PKWY	12/16/2010	1/12/2011	108,000

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		1/12/2011	2/15/2011	126,000
		2/15/2011	3/16/2011	112,000
		3/16/2011	4/14/2011	116,000
		4/14/2011	5/16/2011	113,000
		5/16/2011	6/13/2011	118,000
		6/13/2011	7/15/2011	138,000
		7/15/2011	8/16/2011	133,000
		8/16/2011	9/16/2011	150,000
		9/16/2011	10/14/2011	113,000
		10/14/2011	11/15/2011	121,000
		11/15/2011	12/13/2011	119,000
		12/13/2011	1/18/2012	148,000
		1/18/2012	2/10/2012	85,000
		2/10/2012	3/15/2012	150,000
		3/15/2012	4/17/2012	127,000
		4/17/2012	5/17/2012	118,000
		5/17/2012	6/14/2012	120,000
		6/14/2012	7/16/2012	125,000
		7/16/2012	8/15/2012	134,000
		8/15/2012	9/17/2012	157,000
		9/17/2012	10/16/2012	121,000
		10/16/2012	11/15/2012	117,000
		11/15/2012	12/14/2012	122,000
		12/14/2012	1/16/2013	134,000
		1/16/2013	2/14/2013	121,000
			Total	3,246,000
TOWN OF WEBSTER SCHOOL	52 LAKE PKWY	12/16/2010	1/17/2011	0
		1/17/2011	2/15/2011	0
		2/15/2011	3/18/2011	0
		3/18/2011	4/15/2011	0
		4/15/2011	5/17/2011	0
		5/17/2011	6/16/2011	0
		6/16/2011	7/15/2011	0
		7/15/2011	8/16/2011	0
		8/16/2011	9/16/2011	0
		9/16/2011	10/14/2011	0
		10/14/2011	11/16/2011	0
		11/16/2011	12/16/2011	0
		12/16/2011	1/16/2012	0
		1/16/2012	2/15/2012	0
		2/15/2012	3/16/2012	0
		3/16/2012	4/16/2012	0
		4/16/2012	5/17/2012	0
		5/17/2012	6/18/2012	0
		6/18/2012	7/17/2012	0
		7/17/2012	8/18/2012	0
		8/18/2012	9/17/2012	0
		9/17/2012	10/16/2012	0
		10/16/2012	11/15/2012	0
		11/15/2012	12/13/2012	0

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		12/13/2012	1/15/2013	0
			Total	0
TOWN OF WEBSTER SCHOOL	41 E MAIN ST	12/16/2010	1/17/2011	5,304
		1/17/2011	2/15/2011	5,664
		2/15/2011	3/18/2011	5,158
		3/18/2011	4/15/2011	3,959
		4/15/2011	5/17/2011	3,482
		5/17/2011	6/16/2011	3,262
		6/16/2011	7/15/2011	3,107
		7/15/2011	8/16/2011	3,373
		8/16/2011	9/16/2011	3,366
		9/16/2011	10/13/2011	3,332
		10/13/2011	11/16/2011	4,512
		11/16/2011	12/16/2011	4,383
		12/16/2011	1/16/2012	4,904
		1/16/2012	2/14/2012	5,006
		2/14/2012	3/15/2012	4,358
		3/15/2012	4/16/2012	3,861
		4/16/2012	5/16/2012	3,237
		5/16/2012	6/18/2012	3,425
		6/18/2012	7/17/2012	3,257
		7/17/2012	8/17/2012	3,600
		8/17/2012	9/14/2012	3,128
		9/14/2012	10/15/2012	3,328
		10/15/2012	11/16/2012	4,081
		11/16/2012	12/15/2012	4,368
		12/15/2012	1/15/2013	4,277
			Total	99,732
WEBSTER MIDDLE SCHOOL	75 POLAND ST	12/16/2010	1/17/2011	74,800
		1/17/2011	2/15/2011	71,600
		2/15/2011	3/16/2011	70,200
		3/16/2011	4/14/2011	70,600
		4/14/2011	5/16/2011	70,000
		5/16/2011	6/13/2011	74,800
		6/13/2011	7/15/2011	87,200
		7/15/2011	8/16/2011	89,200
		8/16/2011	9/16/2011	90,600
		9/16/2011	10/14/2011	74,800
		10/14/2011	11/15/2011	69,000
		11/15/2011	12/13/2011	69,200
		12/13/2011	1/18/2012	89,200
		1/18/2012	2/22/2012	85,400
		2/22/2012	3/15/2012	53,200
		3/15/2012	4/16/2012	73,200
		4/16/2012	5/17/2012	70,600
		5/17/2012	6/14/2012	74,200
		6/14/2012	7/14/2012	75,800
		7/14/2012	8/15/2012	92,800
		8/15/2012	9/15/2012	92,000
		9/15/2012	10/16/2012	72,000

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		10/16/2012	11/15/2012	67,200
		11/15/2012	12/14/2012	69,800
		12/14/2012	1/16/2013	76,200
		1/16/2013	2/14/2013	69,200
			Total	1,972,800
TOWN OF WEBSTER SCHOOL	PARK AVE POLE 11	12/16/2010	1/17/2011	30,720
		1/17/2011	2/16/2011	33,240
		2/16/2011	3/18/2011	30,240
		3/18/2011	4/15/2011	30,720
		4/15/2011	5/17/2011	16,800
		5/17/2011	6/16/2011	6,360
		6/16/2011	7/18/2011	25,800
		7/18/2011	8/17/2011	18,600
		8/17/2011	9/16/2011	20,280
		9/16/2011	10/14/2011	25,560
		10/14/2011	11/16/2011	23,640
		11/16/2011	12/16/2011	26,040
		12/16/2011	1/16/2012	30,480
		1/16/2012	2/14/2012	31,200
		2/14/2012	3/15/2012	28,560
		3/15/2012	4/16/2012	30,000
		4/16/2012	5/17/2012	25,080
		5/17/2012	6/18/2012	25,320
		6/18/2012	7/16/2012	22,560
		7/16/2012	8/15/2012	18,600
		8/15/2012	9/17/2012	14,520
		9/17/2012	10/17/2012	22,560
		10/17/2012	11/14/2012	22,920
		11/14/2012	12/13/2012	24,600
		12/13/2012	1/15/2013	29,520
			Total	613,920
WEBSTER SENIOR HEALTH	HIGH ST POLE 5	1/12/2011	2/15/2011	2,040
		2/15/2011	3/16/2011	1,800
		3/16/2011	4/14/2011	1,920
		4/14/2011	5/16/2011	1,880
		5/16/2011	6/13/2011	2,200
		6/13/2011	7/13/2011	4,440
		7/13/2011	8/16/2011	3,080
		8/16/2011	9/13/2011	3,400
		9/13/2011	10/12/2011	2,640
		10/12/2011	11/15/2011	1,120
		11/15/2011	12/13/2011	1,560
		12/13/2011	1/12/2012	1,920
		1/12/2012	2/10/2012	1,760
		2/10/2012	3/15/2012	1,200
		3/15/2012	4/16/2012	1,400
		4/16/2012	5/17/2012	1,320
		5/17/2012	6/14/2012	1,560
		6/14/2012	7/16/2012	3,160
		7/16/2012	8/15/2012	3,720

Account Usage History - Detailed Usage

Account Full Name	Site Address	Bill Date From	Bill Date To	Total KWH
		8/15/2012	9/17/2012	3,120
		9/17/2012	10/17/2012	1,920
		10/17/2012	11/15/2012	1,480
		11/15/2012	12/17/2012	1,880
		12/17/2012	1/16/2013	1,800
		1/16/2013	2/13/2013	1,640
			Total	53,960
TOWN OF WEBSTER SEWER	THOMPSON RD	1/14/2011	2/14/2011	2,587
		2/14/2011	3/15/2011	4,651
		3/15/2011	4/14/2011	3,886
		4/14/2011	5/16/2011	2,464
		5/16/2011	6/10/2011	1,675
		6/10/2011	7/14/2011	2,320
		7/14/2011	8/15/2011	1,856
		8/15/2011	9/14/2011	2,155
		9/14/2011	10/12/2011	1,926
		10/12/2011	11/9/2011	5,332
		11/9/2011	12/14/2011	1,692
		12/14/2011	1/16/2012	4,215
		1/16/2012	2/10/2012	3,249
		2/10/2012	3/13/2012	3,976
		3/13/2012	4/11/2012	2,637
		4/11/2012	5/11/2012	2,310
		5/11/2012	6/12/2012	2,158
		6/12/2012	7/12/2012	1,981
		7/12/2012	8/13/2012	1,686
		8/13/2012	9/15/2012	1,727
		9/15/2012	10/16/2012	2,075
		10/16/2012	11/8/2012	1,775
		11/8/2012	12/14/2012	3,513
		12/14/2012	1/16/2013	3,677
		1/16/2013	2/13/2013	3,723
			Total	69,246

Account Usage History - Summary Sheet

Account Name	Site Address	Total Usage (KWH) 2011	Total Usage (KWH) 2012	Total KWH (2011-2012)	Average KWH (2011-2012)
TOWN OF WEBSTER POLICE	STREET LIGHTS	4,175	4,175	8,350	4,175
TOWN OF WEBSTER LIBRARY	STREET LIGHTS	4,175	4,175	8,350	4,175
TOWN OF WEBSTER	STREET LIGHTS	8,350	8,350	16,700	8,350
TOWN OF WEBSTER DPW	STREET LIGHTS	8,350	8,350	16,700	8,350
TOWN OF WEBSTER	STREET LIGHTS	37,575	37,575	75,150	37,575
TOWN OF WEBSTER SCHOOL	STREET LIGHTS	12,525	12,525	25,050	12,525
TOWN OF WEBSTER SCHOOL	STREET LIGHTS	29,225	29,225	58,450	29,225
TOWN OF WEBSTER MAIN ACCT	STREET LIGHTS	5,895,100	5,895,100	11,790,200	5,895,100
TOWN OF WEBSTER WATER	STREET LIGHTS	16,700	16,700	33,400	16,700
TOWN OF WEBSTER FIRE	STREET LIGHTS	8,350	8,350	16,700	8,350
TOWN OF WEBSTER FIRE	STREET LIGHTS	4,175	4,175	8,350	4,175
TOWN OF WEBSTER	THOMPSON RD	183,520	207,680	391,200	195,600
WEBSTER SENIOR HEALTH	HIGH ST POLE 5	28,000	25,960	53,960	26,980
TOWN OF WEBSTER	2 LAKE ST	41,730	46,795	88,525	44,263
TOWN OF WEBSTER FIRE	31 HIGH ST	20,000	23,557	43,557	21,779
TOWN OF WEBSTER TOWN HALL	350 MAIN ST	195,920	228,880	424,800	212,400
TOWN OF WEBSTER SCHOOL	MAIN ST POLE 3	10,320	16,320	26,640	13,320
TOWN OF WEBSTER VETERANS	VETERANS WAY	2,655	3,212	5,867	2,934
TOWN OF WEBSTER SEWER	PERRYVILLE RD	85,371	68,776	154,147	77,074
TOWN OF WEBSTER SEWER	THOMPSON RD	62,300	67,200	129,500	64,750
TOWN OF WEBSTER SEWER	SHAWN LN POLE 44	16,531	15,803	32,334	16,167
TOWN OF WEBSTER SEWER	PEBBLE BEACH RD	35,374	39,992	75,366	37,683
TOWN OF WEBSTER SEWER	BIRCH ISLAND RD	35,976	48,558	84,534	42,267
TOWN OF WEBSTER SEWER	BIRCH ISLAND RD	17,707	26,018	43,725	21,863

Account Usage History - Summary Sheet

Account Name	Site Address	Total Usage (KWH) 2011	Total Usage (KWH) 2012	Total KWH (2011-2012)	Average KWH (2011-2012)
TOWN OF WEBSTER	BLACK POINT RD	9,974	10,348	20,322	10,161
TOWN OF WEBSTER SEWER	UNION POINT RD	13,551	13,037	26,588	13,294
TOWN OF WEBSTER SEWER	LAKESIDE AVE	23,654	19,865	43,519	21,760
TOWN OF WEBSTER SEWER	CUDWORTH RD	32,207	39,948	72,155	36,078
TOWN OF WEBSTER SEWER	IRENE AVE PMPHS	19,856	15,026	34,882	17,441
TOWN OF WEBSTER SEWER	CROSS CT	27,403	30,024	57,427	28,714
TOWN OF WEBSTER SEWER	SEWERAGE PLANT RD	2,541,000	2,072,000	4,613,000	2,306,500
TOWN OF WEBSTER SEWER	ARKWRIGHT RD	129,280	117,760	247,040	123,520
TOWN OF WEBSTER SEWER	HIGHLAND ST	11,857	11,511	23,368	11,684
TOWN OF WEBSTER SEWER	EASTERN AVE	6,146	3,232	9,378	4,689
TOWN OF WEBSTER SEWER	KILLDEER RD	22,101	24,738	46,839	23,420
TOWN OF WEBSTER SEWER	THOMPSON RD	8,476	9,179	17,655	8,828
TOWN OF WEBSTER WATER	PARK RD POLE 10-00	476	803	1,279	640
TOWN OF WEBSTER WATER	MEMORIAL BEACH RD	134,371	81,237	215,608	107,804
TOWN OF WEBSTER WATER	MEMORIAL BEACH RD	364,000	152,600	516,600	258,300
TOWN OF WEBSTER WATER	MEMORIAL BEACH RD	300,000	362,400	662,400	331,200
TOWN OF WEBSTER WATER	RAWSON RD TEMP	119	268	387	194
TOWN OF WEBSTER WATER	SUTTON RD	45,250	46,200	91,450	45,725
TOWN OF WEBSTER WATER	BIGELOW RD	310,310	232,819	543,129	271,565
TOWN OF WEBSTER WATER	BIGELOW RD .	500,400	437,200	937,600	468,800
TOWN OF WEBSTER TRAFFIC	S MAIN LAKE ISCT	2,239	3,082	5,321	2,661
TOWN OF WEBSTER TRAFFIC	MYRTLE PARK ISCT	1,389	998	2,387	1,194
TOWN OF WEBSTER TRAFFIC	0 ROUTE 16 GORE ISCT	1,846	1,704	3,550	1,775
TOWN OF WEBSTER TRAFFIC	N MAIN S MAIN ISCT	10,871	12,475	23,346	11,673

Account Usage History - Summary Sheet

Account Name	Site Address	Total Usage (KWH) 2011	Total Usage (KWH) 2012	Total KWH (2011-2012)	Average KWH (2011-2012)
TN OF WEBSTER ANIMAL SHELTER	MEMORIAL BEACH DR	21	16	37	19
TOWN OF WEBSTER TRAFFIC	THOMPSON MEM ISCT	2,374	4,750	7,124	3,562
TOWN OF WEBSTER TRAFFIC	SLATER E MAIN ISCT	7,867	10,680	18,547	9,274
TOWN OF WEBSTER TRAFFIC	MAIN CHASE ISCT	13,811	16,421	30,232	15,116
TOWN OF WEBSTER DPW	RAY ST POLE 3-1	9,600	13,440	23,040	11,520
TOWN OF WEBSTER TRAFFIC	E MAIN WORC ISCT	n/a	2,218	2,218	2,218
TOWN OF WEBSTER DPW	CUDWORTH RD FL 2 F	39,440	46,640	86,080	43,040
TOWN OF WEBSTER	TRACY CT	9,461	11,253	20,714	10,357
TOWN OF WEBSTER DPW	RAY ST POLE 11-1	1,484	883	2,367	1,184
WEBSTER PARKS DEPT	SLATER ST POLE 20	5,134	5,322	10,456	5,228
TOWN OF WEBSTER	WORCESTER RD	111	62	173	87
TOWN OF WEBSTER DPW	RAY ST	8,120	10,150	18,270	9,135
TOWN OF WEBSTER PARKS	MEMORIAL BEACH RD	7,515	6,762	14,277	7,139
TOWN OF WEBSTER DPW	RAY ST POLE 3-1	655	341	996	498
TOWN OF WEBSTER DPW	MEMORIAL BEACH DR	168	391	559	280
TOWN OF WEBSTER	DAVIS ST LOT 1A CDBG	n/a	6,048	6,048	6,048
TOWN OF WEBSTER	PLEASANT ST	n/a	11,445	11,445	11,445
TOWN OF WEBSTER	HIGH ST P2 MAI	15,551	n/a	15,551	15,551
TOWN OF WEBSTER	KOSMAS ST	n/a	139	139	139
TOWN OF WEBSTER SCHOOL	RAY ST POLE 12	2,895	2,765	5,660	2,830
TOWN OF WEBSTER SCHOOL	LAKE PKWY	1,467,000	1,658,000	3,125,000	1,562,500
TOWN OF WEBSTER SCHOOL	52 LAKE PKWY	0	0	0	0
TOWN OF WEBSTER SCHOOL	41 E MAIN ST	48,902	46,553	95,455	47,728
WEBSTER MIDDLE SCHOOL	75 POLAND ST	912,000	915,400	1,827,400	913,700
TOWN OF WEBSTER SCHOOL	PARK AVE POLE 11	288,000	296,400	584,400	292,200

Account Usage History - Summary Sheet

Account Name	Site Address	Total Usage (KWH) 2011	Total Usage (KWH) 2012	Total KWH (2011-2012)	Average KWH (2011-2012)
WEBSTER SENIOR HEALTH	HIGH ST POLE 5	28,000	24,320	52,320	26,160
TOWN OF WEBSTER SEWER	THOMPSON RD	34,759	30,764	65,523	32,762

Note: n/a indicates that data was not available for a complete calendar year. See accompanying detail sheet for Account Usage History broken down by billing cycle.

**Appendix E: Energy Management Services
Agreement (Contract) for a Renewable
Energy System**

**ENERGY MANAGEMENT SERVICES AGREEMENT
FOR A RENEWABLE ENERGY SYSTEM**

PREAMBLE

This Energy Management Services Agreement (hereinafter “*Agreement*”) is made and entered into as of _____ (“*Effective Date*”), by and between _____, a _____ of the Commonwealth of Massachusetts (“*Customer*”) and _____, a _____ corporation (“*ESCO/Developer*”) for the purpose of furnishing certain equipment and work specified herein (“*Work*”), and assuring the performance of said Work, designed to generate electrical power at Customer properties described in Attachment 1: Description of Premises (hereinafter “*the Premises*”). Customer and ESCO/Developer are sometimes hereinafter referred to individually as a “*Party*” and collectively as the “*Parties*.”

SECTION 1: DEFINITIONS

Key terms used within this Agreement are defined as follows:

Annual System Degradation Factor – The factor expressed in percent by which the Guaranteed Annual Electric Output of the System shall decrease from one Contract Year to the next Contract Year.

Appraised Value – The fair market value assigned to the System, and any other power sales agreements, emission trading agreements, renewable energy certificate sales agreements or revenue producing agreements to which ESCO/Developer is a party and which are assignable to Customer, as determined by the Independent Appraiser.

Commercial Operation - System is ready for regular, daily operation, has been connected to the Premises’ electrical system or interconnected to the grid, has undergone testing as provided herein, has been accepted by Customer and (to the extent required, the LDC), and is capable of producing Electricity.

Commercial Operation Date – The first day on which the System is ready for Commercial Operation, as certified in writing by ESCO/Developer to Customer in the Notice of Commercial Operation.

Contract Year – The consecutive 12-month period commencing on the Commercial Operation Date.

Construction Commencement Date – The date of commencement of actual preparation or construction activities on the Premises in connection with the installation of the System.

Delivery Point – The agreed location or locations on the Premises where Electricity is to be delivered and received under this Agreement

DCAM – Division of Capital Asset Management

DOER – Department of Energy Resources

Electricity – The actual and verifiable amount of electricity generated by the System and delivered to Customer at the Delivery Point for use by Customer on the Premises, as metered in whole kilowatt-hours (kWh) at the Metering Device, and that conforms to the applicable LDC and/or authoritative regulatory body standards. The Electricity delivered to Customer at the Delivery Point shall be deemed

**ENERGY MANAGEMENT SERVICES AGREEMENT
FOR A RENEWABLE ENERGY SYSTEM**

equal to the electric energy measured at the Metering Device; actual energy losses between the Metering Device and the Delivery Point shall not affect the Electricity.

Electricity Price – The amount paid by Customer to ESCO/Developer for each kWh of Electricity sold by ESCO/Developer to Customer pursuant to this Agreement.

Escalation Rate – If applicable, the amount, expressed as a percentage, by which the Electricity Price shall increase from one Contract Year to the next Contract Year.

Environmental Attributes – Any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) financial based incentives under state grant programs, (ii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iii) Renewable Energy Credits or any similar credits under the laws of the Commonwealth of Massachusetts or any other jurisdiction, (iv) tax credits, incentives or depreciation allowances established under any federal or State law, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the sale of Electricity generated by the System during the Term and in which ESCO/Developer has good and valid title.

Excess Electricity – Any electricity produced by the System in excess of the instantaneous usage requirements of Customer.

Final Completion – Final Acceptance by the owner that the ESCO/Developer has fulfilled all of its obligations under the EMSA including construction, installation, inspection, testing and commissioning, and that all punch list items are reconciled.

Guaranteed Annual Electric Output – The minimum amount of electricity that is guaranteed by the ESCO/Developer to be generated and by the System in a Contract Year.

Independent Appraiser – An individual who is a member of a national accounting, engineering, or energy-consulting firm qualified by education, certification, experience and training to determine the value of solar generating facilities of the size and age and with the operational characteristics of the System. Except as may be otherwise agreed by the Parties, the Independent Appraiser shall not be (or within three years before his appointment have been) a director, officer or employee of, or directly or indirectly retained as consultant or adviser to, ESCO/Developer, any Affiliate of ESCO/Developer, or Customer.

LDC – The regulated electric local distribution company that provides electric distribution service to the municipality in which Customer is located.

LDC Retail Rate – The average applicable all-inclusive rate (expressed on a \$/kWh basis) charged by the LDC in any Contract Year for Electricity that is delivered in the municipality in which Customer is located, and shall include, without limitation, all electric commodity charges, transmission, distribution or other delivery charges, ancillary service charges, transition, renewable energy, efficiency, or competitive service charges, taxes, and other fees and charges in place.

LDC System – The electric distribution system operated and maintained by the LDC.

ENERGY MANAGEMENT SERVICES AGREEMENT FOR A RENEWABLE ENERGY SYSTEM

Lease/license Area – The area on the Premises to which the Customer grants access to the ESCO/Developer for the purpose of installing and operating the System.

Maximum Electricity Price – The maximum Electricity Price, measured as a percentage of the then applicable LDC Rate, which may be charged under this Agreement.

Metering Device – Any and all revenue quality meters installed by ESCO/Developer at or before the Delivery Point needed for the registration, recording, and transmission of information regarding the amount of Electricity generated by the System and delivered to the Delivery Point for use by Customer or otherwise for delivery into the LDC System.

Net Metering – Net metering will have the meaning set forth in 220 CMR 11.04(7) (c).

Premises – The area leased to install the System.

Production Shortfall – The amount, expressed in kWh, by which the actual amount of Electricity generated by the System in any Contract Year is less than the Guaranteed Annual Electric Output for that Contract Year.

System Assets – Each and all of the assets of which the System is comprised, including ESCO/Developer's solar energy panels, mounting systems, carports, tracking devices, inverters, integrators and other related equipment and components installed on the Premises, electric lines and conduits required to connect such equipment to the Delivery Point, protective and associated equipment, improvements, Metering Devices, and other tangible and intangible assets, permits, property rights and contract rights reasonably necessary for the construction, operation, and maintenance of the System.

System Loss – The loss, theft, damage or destruction of the System or any portion thereof, or any other occurrence or event that prevents or limits the System from operating in whole or in part, resulting from or arising out of any cause (including casualty, condemnation or Force Majeure).

Substantial Completion Date – The date on which the ESCO/Developer warrants by written notice that the System is substantially complete and producing Electricity equal to or greater than the guaranteed electricity generation.

Termination Date – The earlier to occur of (i) the last day of the Term and (ii) the date of termination of this Agreement as the result of an Event of Default.

Termination Payment – The amount payable by a Party to the other Party in the event of termination of this Agreement as a result of an Event of Default or as agreed to by both Parties, as set forth in Attachment E attached hereto.

SECTION 2: PRICE AND TERMS

2.1 Purchase and Sale of Electricity

- a) Commencing on the Commercial Operation Date and continuing throughout the remainder of the Term, ESCO/ESCO/Developer shall make available to Customer, and Customer shall take delivery of all of the Electricity generated by the System.

**ENERGY MANAGEMENT SERVICES AGREEMENT
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- b) Notwithstanding the provisions of (a) above, in the event that the System produces Excess Electricity, then the Parties agree that:
 - i. If the System and Customer are eligible for Net Metering, then (a) ESCO/Developer shall purchase such Excess Electricity at the Electricity Price, and (b) ESCO/Developer shall transmit such Excess Electricity into the LDC System on behalf of and for the account of Customer; and
 - ii. If the System and Customer are not eligible for Net Metering, then (a) ESCO/Developer shall not purchase such Excess Electricity, and (b) ESCO/Developer may sell such Excess Electricity into the LDC System on behalf of and for its own account.
- c) Customer shall pay ESCO/Developer for the Electricity, as metered at the Metering Device, at the applicable Electricity Price of \$_____. The payment made by Customer to ESCO/Developer shall equal the Electricity for the relevant period multiplied by the Electricity Price for such period. The Parties agree that in no event shall the Electricity Price exceed the Maximum Electricity Price of \$_____.
- d) ESCO/Developer is responsible for local, state, and federal income taxes attributable to ESCO/Developer for income received under this Agreement.
- e) ESCO/Developer is responsible for all real property taxes attributable to the System.
- f) ESCO/Developer is responsible for any Governmental Charges attributable to the sale of Electricity from ESCO/Developer to Customer or imposed specifically upon the production of renewable and/or distributed electrical energy, irrespective of whether imposed before, upon or after the delivery of Electricity to Customer at the Delivery Point or to the LDC System.
- g) Both Parties will use reasonable efforts to administer this Agreement and implement its provisions to minimize Governmental Charges. In the event any of the sales of Electricity hereunder are to be exempted from or not subject to one or more Governmental Charges, the applicable Party shall, promptly upon the other Party's request therefore, provide the applicable Party with all necessary documentation to evidence such exemption or exclusion.

2.02 Payment Terms

- a) All invoices under this Agreement will be due and payable not later than thirty (30) days after receipt of the applicable invoice or on the next Business Day. Each Party will make payment by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party.
- b) The Customer may in good faith dispute the correctness of any invoice (or any adjustment to any invoice) under this Agreement at any time within three (3) months following the date the invoice (or invoice adjustment) was rendered. Any payments between the parties necessary to resolve any irregularities will be made within thirty days after submission. If, after thirty days, the parties are unable to agree upon the adjustment, the matter shall be submitted to resolution pursuant to Section 3.01, and the disputed portion of any additional payment due under this

ENERGY MANAGEMENT SERVICES AGREEMENT FOR A RENEWABLE ENERGY SYSTEM

Section shall not be payable until the dispute resolution procedure required in Section 3.01 has been completed.

- c) Each Party will keep, for a period not less than two (2) years after the expiration or termination of any transaction, records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for such transaction. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions during such other Party's normal business hours.

- d) Substantial Completion

Upon Substantial Completion, the ESCO/Developer will provide a Delivery and Acceptance Certificate for the System. Within ten business days of receipt, the owner will sign and return the Certificate indicating either acceptance or rejection of Substantial Completion.

- e) Final Completion

At least thirty days in advance of the scheduled date of Final Completion, the ESCO/Developer will meet with the Customer to assess the progress and remaining work to complete the System. If the ESCO/Developer is unable to complete the System within the schedule time remaining then the Customer may request that the ESCO/Developer accelerate the Work.

2.03 Title to Environmental Attributes

All Environmental Attributes relating to the System or the Electricity will be and remain property of [ESCO/Developer/Customer]. [ESCO/Developer/Customer] shall have all right, title, and interest in Environmental Attributes that relate to the Electricity during the Term. [Customer/ESCO/Developer] shall have no right, title or interest in or to any such Environmental Attributes.

- a) Reporting of Ownership of Environmental Attributes.

[ESCO/Developer/Customer] shall take all actions necessary to qualify for, register and report the Environmental Attributes relating to the Electric Output.

- b) Further Assurances

At [ESCO/Developer's/Customer's] request and expense, [Customer/ESCO/Developer] shall execute all such documents and instruments reasonably necessary or desirable to effect or evidence [ESCO/Developer's/User's] right, title and interest in and to the Environmental Attributes relating to the Electricity.

If the standards used to qualify the Environmental Attributes to which [ESCO/Developer/Customer] is entitled under this Agreement are changed or modified, [Customer/ESCO/Developer] shall at [ESCO/Developer's/Customer's] request and expense use all commercially reasonable efforts to cause the Environmental Attributes to comply with new standards as changed or modified.

**ENERGY MANAGEMENT SERVICES AGREEMENT
FOR A RENEWABLE ENERGY SYSTEM**

2.04 System Purchase and Sale Options

a) Purchase Option

No later than (a) 180 days prior to the end of the Agreement Termination under Section 2.05, or (b) in the Event of Default, Customer shall have the right to provide a notice to ESCO/Developer requiring a determination of the Purchase Price.

b) Selection of Independent Appraiser

Within twenty (20) Business Days of ESCO/Developer's receipt of Customer's notice of intention to exercise Purchase Option, ESCO/Developer and User shall each propose an Independent Appraiser. If ESCO/Developer and Customer do not agree upon the appointment of an Independent Appraiser within such twenty (20) Business Day period, then at the end of such twenty (20) Business Day period, two proposed Independent Appraisers shall, within five (5) Business Days of each Party's notice, select a third Independent Appraiser (who may be one of the Independent Appraisers originally designated by the Parties or another Independent Appraiser) to perform the valuation and provide notice thereof to ESCO/Developer and User. Such selection shall be final and binding on ESCO/Developer and User.

c) Determination of Purchase Price

The selected Independent Appraiser will provide a preliminary determination of the Purchase Price within twenty days to ESCO/Developer and Customer, together with all supporting documentation that details the calculation of the Purchase Price. The Parties shall each have the right to object to the Purchase Price within twenty Business Days of receiving such Preliminary Determination. The objecting Party will provide a written explanation documenting the reasons for its objection. Within ten days after the expiration of such twenty day period, the selected Independent Appraiser shall issue its final determination (the "Final Determination") to ESCO/Developer and User, which shall specifically address the objections received by the Independent Appraiser and whether such objections were taken into account in making the Final Determination. Except in the case of fraud or manifest error, the Final Determination of the selected Independent Appraiser shall be final and binding on the Parties.

d) Exercise of Purchase Option

Customer will have thirty days to exercise the Purchase Option, at the Purchase Price set forth in the Final Determination. Promptly following receipt of Customer's notice, ESCO/Developer shall make the System and the Environmental Attributes, including records relating to the operations, maintenance, and warranty repairs, available to Customer for its inspection during normal business hours.

e) Terms of System Purchase

On the Transfer Date:

- i. ESCO/Developer will surrender and transfer to Customer all of ESCO/Developer's right, title and interest in and to the System, and the Environmental Attributes, and shall retain all

**ENERGY MANAGEMENT SERVICES AGREEMENT
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liabilities arising from or related to the System and the Environmental Attributes prior to the Transfer Date.

- ii. Customer will pay the Purchase Price, by certified check, bank draft or wire transfer and shall assume all liabilities arising from or related to the System and the Environmental Attributes from and after the Transfer Date.
- iii. Both Parties will execute and deliver a bill of sale and assignment of contract rights containing such representations, warranties, covenants and other terms and conditions as are usual and customary for a sale of assets similar to the System, together with such other conveyance and transaction documents as are reasonably required to fully transfer and vest title to the System, and the Environmental Attributes in Customer.
- iv. ESCO/Developer will deliver ancillary documents, including releases, resolutions, certificates, third person consents and approvals and such similar documents as may be reasonably necessary to complete the sale of the System and the Environmental Attributes to Customer.

2.05 Agreement Termination

This Agreement shall terminate _____ () years after Acceptance and Final Completion unless otherwise agreed to in writing (with twenty years being the maximum allowed).

SECTION 3: GENERAL PROVISIONS

3.01 Dispute Resolution

Disputes regarding changes in and interpretations of the terms or scope of the Agreement and denials of or failures to act upon claims for payment for extra work or materials shall be resolved according to the following procedures:

- a) All claims by either party shall be made in writing and submitted to the Customer for a written decision.
- b) ESCO/Developer shall not delay, suspend, or curtail performance under the Agreement because of any dispute subject to this section.
- c) Within sixty days of submission of the dispute to the Customer, the Customer shall issue a written decision stating the reasons thereof, and shall notify the parties of their right of appeal under this section. If the official or his designee is unable to issue a decision within sixty days, he shall notify the parties to the dispute in writing of the reasons and of the date by which the decision shall issue.
- d) Failure to issue a decision within one hundred and twenty-days (or within the additional period specified in such written notice) shall give the petitioner the right to pursue any legal remedies available to him without further delay.

3.02 Conditions beyond Control of the Parties

ENERGY MANAGEMENT SERVICES AGREEMENT FOR A RENEWABLE ENERGY SYSTEM

Except as otherwise provided herein, if either party shall be unable to carry out any material obligation under this Agreement due to events beyond its control, such as acts of God, governmental or judicial, insurrections, riots, extended labor disputes, fires, explosions or floods, this Agreement shall remain in effect but the affected party's obligations shall be suspended until the uncontrollable event terminates or is resolved, unless the Agreement is terminated by mutual consent, in which event,

3.03 Labor Laws

The ESCO/Developer will obey and abide by all laws and regulations of the Commonwealth relating to the employment of labor and public work.

ESCO/Developer shall comply with all federal and state laws, rules, and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices. ESCO/Developer shall not discriminate in the delivery of services against any person who otherwise meets the eligibility criteria for services, or in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, status as a Vietnam Era Veteran, sexual orientation or for exercising any rights or benefits afforded by law.

3.04 Prevailing Wage Rate

The Division of Occupational Safety has established a Schedule listing the prevailing minimum wage rates that must be paid to all workers employed on the Agreement by either the ESCO/Developer or its subcontractors. Such Schedule shall continue to be the minimum rate of wages payable to workers on this Agreement throughout the term of this Agreement. The ESCO/Developer shall not have any claim for extra compensation from the Customer if the actual wages paid to employees on the Agreement exceeds the rates listed on the Schedule. The ESCO/Developer shall cause a copy of the Schedule to be kept in a conspicuous place at the project site during the term of this Agreement (see MGL c. 149 § 27). If reserve police officers are employed by the ESCO/Developer they shall be paid the prevailing wage rate of regular police officers (see MGL c. 149 § 34B).

3.05 Appropriations

The Customer reasonably believes that funds can be obtained sufficient to make all payments due to ESCO/Developer under this Agreement. The Customer hereby covenants that it will make reasonable and diligent efforts to obtain and maintain funds from which such payments may be made, including making provisions for such payments to the extent necessary in each annual or supplementary budget submitted for the purpose of obtaining funds, and using reasonable efforts to have such portion of the budget approved. Nothing herein shall obligate the Customer to institute legal action before any court, to commence proceedings before any forum, or to institute proceedings in the nature of mandamus against any public official in attempting to obtain said funds.

In the event that the Customer is unable to obtain an appropriation of funds sufficient to discharge the Customer's obligations under this Agreement (**insert language citing municipal contracting/appropriation authority. See M.G.L. chapter 44, section 31**).

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3.06 Laws, Regulations, Ordinances, and Standard Practices

ESCO/Developer shall perform its obligations hereunder in compliance with all applicable federal, state, and local laws, regulations, ordinances and by-laws, including applicable licensing and permitting requirements, in accordance with sound engineering and safety practices, and in compliance with all reasonable rules or policies of the Customer relative to the properties. ESCO/Developer shall be responsible for obtaining all governmental permits, licenses, consents, and authorizations as may be required to perform its obligations hereunder.

This Agreement is made and shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts. If any provision of this Agreement shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise this Agreement shall be construed as if such provision had never been made part thereof.

The Parties agree to notify each other within 24 hours upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of Federal, State or local law, relating in any way to the undertakings of either Party under this Agreement.

3.07 Patents and Patent Rights

The ESCO/Developer shall indemnify and hold the Customer harmless from all claims and actions due to any actual or asserted infringement upon patent rights in any equipment, material, or process used by ESCO/Developer in connection with this Agreement.

3.08 Access and Inspection

Customer shall have access to inspect the Work and the books, records, and other compilations of data that pertain to this Agreement. Records shall be kept on a generally recognized accounting basis and calculations kept on file in legible form. Records shall be saved or archived for a period of three (3) years after the termination of this Agreement and shall be kept or made available within Massachusetts.

ESCO/Developer shall have access (upon reasonable notice to the Customer) to inspect the property to assess the condition and operation of material and equipment installed and shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the Agreement conforms to Agreement requirements according to Attachment 5: Maintenance Schedule. The ESCO/Developer shall maintain complete inspection records and make them available to the Customer.

All work is subject to inspection and testing at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Agreement. ESCO/Developer shall replace or correct work, without charge, found not to conform to the Agreement. If the ESCO/Developer does not promptly replace or correct rejected work, the Customer may, by contract or otherwise, replace or correct the work and charge the cost to the ESCO/Developer or terminate for default the ESCO/Developer's right to proceed.

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Notwithstanding inspection and acceptance by the Customer or any provision concerning the conclusiveness thereof, the Agreement warrants that all services performed will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.

3.09 Ownership of Documents

All drawings, reports and other materials prepared by ESCO/Developer specifically in performance of this Agreement shall become the property of the Customer.

3.10 Sales Tax Exemption

Customer is exempt from the assessment of Massachusetts sales and use taxes. Customer shall issue ESCO/Developer a tax exemption certificate to use for the purchases of new equipment/systems for the Customer's benefit to complete the Work. ESCO/Developer shall not pay any sales or use taxes on any item exempt from Massachusetts sales and use taxes unless authorized by Customer or is ordered by an appropriate taxing authority to remit sales and use taxes.

3.11 Certificates

ESCO/Developer certifies as follows:

- a) **Certificate of Authorization:** If ESCO/Developer is a corporation, each person executing this Agreement on behalf of the ESCO/Developer hereby covenants, represents and warrants that ESCO/Developer is a duly incorporated or duly qualified (if foreign) corporation and is authorized to do business in the Commonwealth of Massachusetts (a copy of evidence thereof to be supplied to the Customer upon request); and that each person executing this Agreement on behalf of the ESCO/Developer is an officer of ESCO/Developer and that he or she is duly authorized to execute, acknowledge and deliver this Agreement to the Customer, a copy of a corporate resolution to this effect is attached hereto as Attachment _.
- b) **Tax Compliance Certification:** Pursuant to M.G.L. c. 62C § 49A(b), each person signing this Agreement on behalf of the ESCO/Developer hereby certifies, under the penalties of perjury, that to the best of his/her knowledge and belief, the ESCO/Developer has complied with any and all applicable state tax laws.
- c) **Certificate of Non-collusion:** The undersigned certifies under penalties of perjury that this Agreement has been made in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity of group of individuals.
- d) **Foreign Corporation:** ESCO/Developer, if a foreign corporation, hereby certifies that it complies with M.G.L. c. 156D § 15.034 and that the name and address of the resident agent is attached hereto.
- e) **Covenants:** ESCO/Developer covenants that: (1) it presently has no financial interest and shall not acquire any such interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement or which

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would violate M.G.L. c. 268A, as amended from time-to-time, (2) in the performance of this Agreement, no person having such an interest shall be employed by the ESCO/Developer, and, (3) no partner or employee of the ESCO/Developer is related by blood or marriage to any Commissioner or employee of the Customer.

- f) **Customer Certification:** The Customer certifies that it is duly authorized to execute, acknowledge and deliver this Agreement under the provisions of M.G.L. Chapter 25A § 11C or § 11I, to retain ESCO/Developer to design, acquire, install and assist in the maintenance of the installed equipment to accomplish the energy conservation measures and to provide other services, as more fully set forth herein, subject to all the terms and conditions of this Agreement.

3.12 Representations and Warranties

Each party hereto represents and warrants to the other that (i) it has adequate power and authority to enter into this Agreement and to perform its obligations hereunder and that (ii) it possesses full authority to execute and deliver this Agreement and that it does not contravene any applicable law, rule or regulation.

3.13 Assignment

ESCO/Developer shall not assign, transfer, convey, or otherwise dispose of this Agreement, or any part hereof, or his right, title or interest in the same or any part thereof, without the prior written notice to the Customer. ESCO/Developer shall not assign by power-of-attorney, or otherwise, any of the moneys due or to become due and payable under this Agreement, without the prior written notice to the Customer.

3.14 Complete Agreement

This Agreement, together with any documents incorporated herein by attachment or by reference, shall constitute the entire and exclusive Agreement between both parties. This Agreement may not be amended or modified except in writing and executed by the Customer and the ESCO/Developer.

It is understood and agreed that the following documents, attachments, exhibits, schedules and any amendments and/or addenda, comprise the total Agreement:

- Attachment 1: Description of the Premises
- Attachment 2: Site Lease/license
- Attachment 3: Description of System
- Attachment 4: Cost and Generation
- Attachment 5: Operations and Maintenance Schedule
- Attachment 6: Commissioning Plan
- Attachment 7: Project Schedule
- Attachment 8: Termination Payment Schedule

SECTION 4: THE WORK

4.01 Time for Performance and Final Completion

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ESCO/Developer will commence Work within sixty days of Customer sending the ESCO/Developer a Notice to Proceed. ESCO/Developer shall substantially complete Work according to Attachment 7: Project Schedule. Extension of dates to commence or complete Work is at the sole discretion of the Customer. Approval for an extension of dates to commence or complete Work shall not be unreasonably withheld.

If ESCO/Developer is delayed in the commencement or completion of any part of the Work due to events beyond ESCO/Developer's control and without the fault or negligence of the ESCO/Developer, including but not limited to fire, flood, extended labor disputes, unusual delays in deliveries, unavoidable casualties, abnormal adverse weather, war, and acts of God, or due to Customer's actions or failure to perform its obligations under this Agreement or to cooperate with the ESCO/Developer in the timely completion of the Work, then ESCO/Developer will notify Customer in writing of the existence, extent of, and reasons for such delay. ESCO/Developer shall have no claim for additional compensation because of such delays but ESCO/Developer and Customer may extend the Agreement time by revision for such reasonable time, as they shall agree.

4.02 Specifications of Work

ESCO/Developer's obligations hereunder are specified in Attachment 3: Description of System and related drawings and plans and any subsequent revisions thereto, as approved by the Customer. Excluded from the Work are any modifications or alterations to the properties not expressly included within the Work. The requirements of all applicable laws, regulations and codes of federal, state, and local town or city government shall be met at all times. All Work shall be performed in a professional and competent manner.

4.03 Construction Procedures, Changes to Work and Coordination

ESCO/Developer shall supervise and direct the Work using its best ability, skill, attention, and oversight. ESCO/Developer, in consultation with Customer, shall be responsible for the construction means, methods, techniques, sequences, and procedures. The Customer will review all proposed modifications to the building and systems and must approve of them prior to commencement of any work; such approval will not be unreasonably withheld. No change to the scope or specifications of Work shall be made without the written consent of the Customer, in the form of a revision to the Scope of Work. If ESCO/Developer fails to correct Work that is not in accordance with the specifications or persistently fails to meet specifications herein, ESCO/Developer, by written order signed personally or by its authorized agent, may order ESCO/Developer to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ESCO/Developer shall perform the Work in such a manner as to not harm the structural integrity or operating systems of any building and shall repair and restore any damage caused by the Work at ESCO/Developer's expense.

ESCO/Developer will not create (or allow to continue) any condition deemed to endanger health or safety as defined in Section 5.01 and if such a condition exists Customer shall have the right to exercise the remedies described therein.

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ESCO/Developer shall supply to the Customer the telephone number of a responsible person who may be contacted during non-work hours for emergencies arising in connection with or affecting the Work.

ESCO/Developer and its employees, subcontractors and agents shall not smoke within any building, including basements.

4.04 Relationship with Maintenance Staff

ESCO/Developer shall cooperate with Customer's operating and maintenance personnel, train said personnel in operation and maintenance of any equipment installed as part of the Work, and coordinate the Work on a planned and programmed basis. ESCO/Developer shall deliver a preventive maintenance schedule and procedures for any equipment installed as part of the Work. No equipment shall be installed which will require additional personnel to be hired by the Customer for the operation or maintenance of said equipment without prior approval of the customer in the form of a revision to the Scope of Work.

4.05 Material and Equipment Installed

The Customer shall make the final determination whether any material or equipment installed is as specified in ESCO/Developer's Response to the RFP/RFQ, which is incorporated in this Agreement by the Scope of Work. No substitution of any material or equipment specified shall be made without the written consent of the Customer in the form of a revision to the Scope of Work, and any such substitution shall be at least equal in quality, finish, durability, serviceability and performance for the purpose intended.

ESCO/Developer shall install and, when applicable, operate and maintain, or, if specified in the Agreement, train Customer personnel to operate and maintain equipment in a manner that will provide the equipment manufacturers' literature, specifications and instructions.

Prior to the installation of the systems, the ESCO/Developer shall submit design documents. The installation of the system shall not commence until the Customer accepts the design documents in writing. **All electrical, and structural design drawings shall be stamped by a Massachusetts registered professional engineer for each corresponding trade if applicable.**

4.06 Disposal

ESCO/Developer will be responsible for proper disposal of all non-hazardous materials and construction demolition debris. Disposal plans must be documented and appropriate transportation and disposal documents prepared before disposal commences and actual disposal must be documented immediately after disposal.

Demolition debris can only be disposed of at a DEP and Town Board of Health licensed municipal sanitary landfill or DEP/EPA licensed recycling facility. The landfill or recycling facility must be permitted to receive the type of waste involved.

Hazardous waste can only be disposed of by an ESCO/Developer licensed for special waste disposal.

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In the event that friable asbestos is encountered and must be disturbed during the course of this Agreement, the ESCO/Developer will notify the Customer immediately. All work in the affected area shall cease until the Parties agree upon a remediation plan. This will not affect the savings allocation, but an extension of the completion date may be granted equal to the time lost. ESCO/Developer will take into account all available asbestos studies provided by the Customer during the audit phase of the project.

4.07 Subcontracting

ESCO/Developer may subcontract part of the Work to others provided any subcontractors are identified in ESCO/Developer's Response to the RFP/RFQ. ESCO/Developer may, with the written consent of the Customer in the form of a revision to the Scope of Work, substitute a subcontractor for one so identified or, if no subcontractor for a certain trade or task has been so identified, engage one. ESCO/Developer shall be responsible for the conduct, acts and omissions, whether intentional or unintentional, of its subcontractor, employees, agents, invitees or suppliers. Nothing in this Agreement shall create any contractual relationship between any subcontractor, employee, agent, invitee or supplier and the Customer.

4.08 Equipment Location and Access

Premises may be occupied during construction. ESCO/Developer shall take all necessary precautions to ensure the public safety and convenience of the occupants during construction. The ESCO/Developer shall complete the Work in accordance with the schedule in Attachment 7: Project Schedule. ESCO/Developer must use sufficient personnel and adequate equipment to complete the Work pursuant to Section 4.01. The Work must be completed in a continuous uninterrupted operation between the hours of 8:00 AM and 4:30 PM on Monday through Friday, unless otherwise authorized in writing by the Customer. No Work is to be done on holidays, Saturdays, or Sundays other than for emergencies or unless agreed to in writing.

The ESCO/Developer is responsible for the security of partially completed work and for materials or equipment stored at Customer properties. Only materials and equipment intended and necessary for immediate use shall be brought into the buildings. Equipment and unused materials shall be removed from each building by the end of each workday. The Customer shall provide if available, without charge, a mutually satisfactory location or locations for the storage and operation of materials and equipment and the performance of the Work, including a location for staging and mobilization.

Flammables and combustibles shall be stored only in accordance with Fire Prevention Regulations (527 CMR 1.00-50.00). In the event that the Customer is unable to provide a satisfactory location then ESCO/Developer shall provide and pay for suitable storage.

4.09 Permits and Fees

ESCO/Developer shall secure and pay for any and all permits and governmental fees, licenses, and inspections that are required by federal, state, or town or city governments for proper performance and completion of the Work. In the event that fees for any permits are reduced or waived by request, standing or intervention of the Customer, then, at the Customer's option, the amount of the savings of the fee shall be deducted from the line item in the Work budget and added to the contingency line item or the Agreement Price reduced by that amount.

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Subsequent to receipt of a Notice to Proceed, the ESCO/Developer shall provide a listing of all anticipated permits required to implement the Scope of Work.

4.10 Utilities

ESCO/Developer shall make all arrangements for and pay directly to the entity providing the service, before delinquent, all charges for all utilities and services furnished to or used by it, including without limitation, gas, electricity, water, steam, telephone service, trash collection and connection charges. Customer shall have no duty or liability to ESCO/Developer with respect to the maintenance, repair, upgrade, replacement or security of any utilities, including, without limitation, any electrical transmission or distribution lines, whether such lines are owned by Customer or any third party, nor shall Customer have any liability to ESCO/Developer (including, without limitation, liability for lost revenue) arising from Customer's actions or omissions with respect to such maintenance, repair, upgrade, replacement or security.

4.11 Concealed or Unknown Conditions

If ESCO/Developer finds conditions during the Work that are subsurface or otherwise concealed physical conditions that differ materially from those indicated on the drawings or are unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in similar construction activities, ESCO/Developer shall notify Customer of such conditions promptly, prior to significantly disturbing the same, and in no event later than one (1) business day after first observing the conditions. Such conditions may include, but are not limited to, water damage, termite damage, or structural building defects. If such conditions differ materially and cause an increase in the ESCO/Developer's cost of, or time required for, performance of any part of the Work, the ESCO/Developer shall submit a written estimate of the material and labor cost increase and time delay. If the Customer concurs with the need, cost estimate, and time delay, Customer and ESCO/Developer shall make an equitable adjustment in the Agreement Price or Time for Performance and Final Completion, or both. ESCO/Developer shall not be entitled to damages for delay.

4.12 Casualty, Condemnation, Damage

If any fire, flood, other casualty, or condemnation renders a portion of any property described in Attachment 1 unsuitable for habitation or destroys a substantial part of the area within which the Work is to be performed or which the Work affects, the Customer and ESCO/Developer may terminate or modify this Agreement by mutual agreement. If any material or equipment is damaged by the negligence or willful misconduct of an employee, agent or invitee of Customer, Customer shall repair or replace said item within a reasonable period, or pay for repair or replacement or adjust Time for Performance and Final Completion, or both.

4.13 Shutdown of Services

ESCO/Developer hereby acknowledges that continuous operation of services and access to the property or common areas is essential to the operation of the Customer's properties. If any such service, or access to the property, or any common area is to be discontinued for any period of time in order to perform the Work, ESCO/Developer will give the Customer as much notice in writing as is

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practicable, but in no event less than seven (7) days in which event the Customer shall, by written response, approve unconditionally or with conditions such shutdown of services. Such conditional approval may include a requirement for the Contractor to provide and pay for temporary services, may limit the time for which services or access may be shut down, or may require other actions, accommodations or expenditures on the part of the Contractor. With respect to fire alarm or other fire protections, ESCO/Developer shall also notify the local fire department of any shutdown of service and notify the fire department when such service is restored.

The Customer acknowledges that such shutdowns may be necessary to perform the Work from time to time and will not withhold approval unreasonably. The Customer agrees to communicate with occupants on plans to shut down services or access and temporary measures, if any, which will be made.

4.14 Interconnection with Electric Distribution Grid.

ESCO/Developer will obtain at its sole cost all approvals and agreements required for ESCO/Developer's interconnection of the System to the LDC System. ESCO/Developer will promptly inform User of all significant developments relating to such interconnection matters.

4.15 Indemnification and Limitation of Liability

ESCO/Developer shall be responsible for the Work and take all precautions for preventing injuries to persons and property in or about the Work and shall bear the costs of all losses or damages resulting from or because of the Work. The ESCO/developer shall pay or cause payment to be made for all labor performed or furnished and for all material used or employed in carrying out this Agreement. ESCO/Developer shall assume the defense of, indemnify and hold harmless the Customer, their officers and agents from all claims relating to the following:

- a) Labor performed or furnished and materials used or employed for the Work,
- b) Inventions, patents and patent rights used in and in doing the Work,
- c) Injuries to any person received or sustained by or from the Contractor and its employees, subcontractors and its employees, any agents, suppliers and invitees in doing the Work, or as a consequence of any improper materials, implements of labor used or employed therein, and
- d) Any act, omission, or neglect of the ESCO/Developer and any employees, subcontractors and employees, agents, suppliers and invitees.

Nothing herein shall relieve or limit the ESCO/Developer of liability for losses and damages to person or property because of its operations. The ESCO/Developer shall indemnify and hold the Customer harmless from all liability, including attorneys' fees and legal costs, associated with or resulting from the ESCO/Developer's operations.

SECTION 5: PERFORMANCE AND EVALUATION SUBSEQUENT TO WORK

5.01 Workmanship

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ESCO/Developer warrants that all equipment, materials and Work shall be free from defects in material, manufacture, workmanship and performance as set forth by the catalogs, bulletins and specifications included within Response to the RFP/RFQ, or this agreement, whichever is appropriate.

ESCO/Developer shall correct defective equipment, materials or Work within a reasonable period of time, but no less than seventy two (72) hours, unless such defect is a condition deemed to endanger health or safety or is a fire hazard, Customer may correct any defect and ESCO/Developer shall reimburse Customer for its reasonable expenses incurred in performing such correction subject to any limitations contained within this section. Conditions which are deemed to endanger under the State Sanitary Code (105 CMR 410.000) or are fire hazards under Fire Prevention Regulations (527 CMR 1.00-50.00) shall be addressed promptly and jointly, if necessary, by ESCO/Developer, assuring that immediate precautions are taken to avoid risk to persons or property, imminent measures are taken to prevent deterioration of condition, occupants are alerted to any dangers or hazards, and steps for final correction taken within twenty four (24) hours.

5.02 Evaluation of Electricity Generated

- a) The ESCO/Developer shall provide, install, own, operate, and maintain the Metering Device. ESCO/Developer shall maintain and test the Metering Device in accordance with Applicable Legal Requirements, but on no less than an annual basis.
- b) Meter readings will be conclusive as to the amount of Electricity delivered to Customer; provided, that if the Metering Device is out of service, is discovered to be inaccurate pursuant to, or registers inaccurately, measurement of Electricity shall be determined in the following sequence:
 - i. by estimating by reference to quantities measured during periods of similar conditions when Metering Device was registering accurately; or
 - ii. if no reliable information exists as to the period of time during which such Metering Device was registering inaccurately, it will be assumed that the period of such inaccuracy was equal to (1) if the period of inaccuracy can be determined, the actual period during which inaccurate measurements were made; or (2) if the period of inaccuracy cannot be determined, one-half of the period from the date of the last previous test of such Metering Device through the date of the adjustments, provided, however, that the period covered shall not exceed six months.

5.03 Performance and Guarantees

ESCO/Developer guarantees the following:

- a) That the System will produce _____ (the Guaranteed Annual Electric Output in each Contract Year, as adjusted by the Annual System Degradation Factor). On the first anniversary of the Commercial Operation Date and each anniversary of the Commercial Operation Date thereafter during the Term, the Guaranteed Annual Electric Output shall be decreased by the Annual System Degradation Factor.

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- b) Bear the cost of the annual testing of the Metering Device and the preparation of the Metering Device test reports.
- c) Calculations for Verified electricity generation will be made according to the most recent version of the Federal Energy Management Measurement and Verification Guidelines.

5.04 Performance Remedies

- a) ESCO/Developer shall be bound to both the annual and total guaranteed electricity generation. If, during the term of this Agreement, the electricity generated is less than the guaranteed amount (shortfall), ESCO/Developer shall be required to pay or credit the Customer an amount equal to the difference between the _____, as projected in Attachment 4.

In the event that a Production Shortfall exists in any Contract Year, ESCO/Developer shall pay to User, within thirty (30) days of the end of such Contract Year, the LDC Retail Rate for each kWh of such Production Shortfall.

- b) ESCO/Developer shall bear the risk of any System Loss, except to the extent such System Loss results from the gross negligence of Customer or its agents, representatives, vendors, visitors, employees, contractors, or invitees.
- c) In the event of any System Loss that results in less than total damage, destruction or loss of the System, this Agreement will remain in full force and effect and ESCO/Developer will, at ESCO/Developer's sole cost and expense repair or replace the System as quickly as practicable.
- d) In the event of any System Loss that, in the reasonable judgment of ESCO/Developer, results in total damage, destruction or loss of the System, ESCO/Developer shall, within twenty Business Days following the occurrence of such System Loss, notify User whether ESCO/Developer is willing to repair or replace the System.
- e) In the event that ESCO/Developer notifies Customer that ESCO/Developer is not willing to repair or replace the System, this Agreement will terminate automatically upon the effective date of such notice and ESCO/Developer shall promptly remove the System from the Premises with ten days.
- f) In the event that ESCO/Developer notifies Customer that ESCO/Developer is willing to repair or replace the System, this Agreement will remain in full force and effect and ESCO/Developer will repair or replace the System as quickly as practicable.

5.06 Operation and Maintenance

According to Attachment 5: Operation and Maintenance Plan

5.07 As-built Plans.

Within ninety days following the issuance of the Notice of Commercial Operation, ESCO/Developer shall prepare and deliver to Customer detailed as-built plans accurately depicting the System including, without limitation, all wiring, lines, conduits, piping and other structures or equipment.

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SECTION 6: OBLIGATIONS OF THE PARTIES

6.01 Obligations of the ESCO/Developer

ESCO/Developer acknowledges and agrees that ESCO/Developer's obligations hereunder are in the capacity of providing professional services for the purposes described in the Preamble to this Agreement and in said capacity is expected to provide, engineering, design, monitoring, construction management including general contracting as necessary, and other related services as solicited in the RFP/RFQ and as may normally be incidental to these types of professional services. ESCO/Developer acknowledges and agrees that any other functions including but not limited to manufacturer's representative, dealer or distributor of equipment, materials or commodity specified herein or as subcontractor, or ownership in whole or in part or financially affiliated with a contractor which performs such other function shall constitute a conflict of interest which shall constitute a material breach of this Agreement unless 1) fully disclosed in the Response to the RFR, and 2) accepted by the Customer under terms which are specified in the Agreement. ESCO/Developer acknowledges and agrees that this paragraph applies to all its officers and employees.

The following events or conditions shall constitute a breach by the Contractor and shall give the Customer the right, without an election of remedies, to proceed and/or terminate this Agreement by delivery of written notice declaring termination, upon which event the ESCO/Developer shall be liable to the Customer for any and all damages sustained by the Customer:

- a) Any attempt by the Contractor to increase the Agreement price for reasons other than those related to changes in the Work pursuant to Section 4.03.
- b) Any failure by the Contractor to provide quarterly monitoring reports pursuant.
- c) Any failure by the Contractor to remedy a shortfall in the guaranteed generation,
- d) Any representation or warranty furnished by the Contractor in Contractor's Response to the RFR, the system engineering plans and drawings, or this Agreement which is false or misleading in any material respect when made.
- e) The filing of bankruptcy by the Contractor or by Contractor's creditors, an involuntary assignment for the benefit of creditors, or the liquidation of the Contractor.
- f) Any failure by the Contractor to perform or comply with any other material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Contractor demanding that such failure be cured or, if cure cannot be effected in thirty (30) days, the Contractor fails to begin to cure and proceed to completion thereof as quickly as is reasonably possible.
- g) ESCO/Developer shall take good care of the Area and the System, conduct all required maintenance and make all repairs thereto, interior and exterior, ordinary and extraordinary, foreseen and unforeseen, and shall maintain and keep the Premises and the System in first class order, repair, and condition.

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Customer shall have no duty or liability to ESCO/Developer with respect to the maintenance, repair, or security of the Premises, the System or any access areas.

Nothing in this Agreement shall limit Customer's ability to maintain the Premises in a reasonable manner consistent with Customer's current and past practices.

- h) If Customer contemplates re-roofing, ESCO/Developer agrees that it shall bear the cost of moving the System once during the Term to allow Customer to re-roof the Building. This will include all costs related to removing the System from the roof, storing the System components, and re-installing the System as per the approved design and plans. ESCO/Developer agrees that it will defend, indemnify, and hold harmless Customer for the cost of any damages incurred because of ESCO/Developer's removal, storage, and re-installation of the System. ESCO/Developer agrees to reinstall the System in a manner that will not jeopardize the warranty of the new roof as installed.

6.02 Obligations of the Customer

Customer agrees to respond to all proposed revisions and related requests on a timely basis for the expeditious design, implementation and monitoring of the System.

Each of the following events or conditions shall constitute a breach by Customer and shall give the ESCO/Developer the right, without an election of remedies to proceed pursuant to Section 3.01 and terminate this Agreement by delivery of written notice declaring termination, upon which event the Customer shall be liable to the ESCO/Developer for all Work furnished to date:

- a) Any failure by the Customer, without cause, to authorize payment due more than forty-five (45) days after receipt of the invoice therefore.
- b) Any representation by Customer in the RFP/RFQ and this Agreement is false or misleading in any material respect when made.
- c) Any failure by the Customer to perform or comply with any other material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to the Customer demanding that such failure be cured or, if cure cannot be effected in thirty (30) days, the Customer fails to begin to cure and proceed to completion thereof as quickly as is reasonably possible.
- d) Regardless of whether Customer exercises its rights pursuant to Section 2.04, Customer shall have the right, but not the obligation, and to the extent permitted by Applicable Legal Requirements, to take possession of the System and to operate the System upon the occurrence of default until ESCO/Developer demonstrates to the reasonable satisfaction of Customer that the events giving rise to the default have been cured, and that ESCO/Developer has taken all reasonably necessary steps to ensure that such events shall not re-occur.
- e) Customer shall not be liable to ESCO/Developer for any damages, losses or claims sustained by or made against ESCO/Developer as a result of Customer's exercise of possession and operational control of the System except to the extent such damages, losses or claims result from the negligence or willful misconduct of User.

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SECTION 7: INSURANCE AND BOND REQUIREMENTS

7.01 Worker's Compensation Insurance

Workers Compensation Coverage A	Statutory Minimum
Employer's Liability Coverage B	\$500,000 each accident \$500,000 disease per employee \$500,000 disease policy

7.02 Comprehensive General Liability

Bodily Injury and Property Damage	\$2,000,000 each occurrence, \$4,000,000 aggregate
Products & Completed Operations	\$2,000,000 aggregate
Personal & Advertising Injury	\$2,000,000 each occurrence

This policy shall include coverage relating to explosion, collapse, and underground property damage and contractual liability coverage. Contractor shall provide a separate "Owners and Contractor's Protective Liability" policy in the name of the Customer at the same limits listed above. The completed operations coverage shall be maintained for a period of two (2) years after Substantial Completion as defined in Attachment 3.

7.03 Vehicle Liability

Contractor shall provide the following minimum coverage with respect to the operations of the any employee, including coverage for owned, non-owned, and hired vehicles:

Bodily Injury	\$2,000,000 each person
Property Damage	\$2,000,000 each accident \$4,000,000 aggregate

7.04 Property Coverage

Contractor shall provide the following coverage against loss or damage by fire and against loss or damage covered by the special perils insurance endorsement on all Work:

Special Perils	80% of Agreement Price minimum
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Upon completion of Work at Customer buildings, Contractor shall provide an installation floater, in the full amount of the Agreement Price, for the requirements set forth above. The policy or policies shall specifically state that they are for the benefit and payable to the Customer, the Contractor, and all persons furnishing labor or labor and materials for the Work, as their interests may appear.

7.05 Customer as Additional Insured

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The Customer shall be named as additional insured on the Contractor's Liability Policies.

7.06 Certificates of Insurance, Policies

Certificates of insurance, acceptable to the Customer, shall be submitted to the Customer upon the execution of this Agreement and shall be renewed upon expiration of the policies. Certificates shall indicate that the coverage required by section 7.01 through 7.05 is in effect. If the Customer is damaged by Contractor's failure to maintain such insurance, then Contractor shall be responsible for all reasonable costs or damages attributable thereto. Certificates shall note the thirty-day cancellation notice requirement of Section 7.07. All policies shall be issued by companies authorized to write that type of insurance under the laws of the Commonwealth of Massachusetts.

7.07 Cancellation

Cancellation of any insurance required by this Agreement, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and the Customer at least thirty days prior to the effective date thereof.

7.08 Bonds

Contractor shall provide the Customer with 100 % payment and performance within 30 days of award of the contract. The contractor shall furnish a certified copy and duplicate of a performance bond, with project financier as co-beneficiary along with the customer. Performance and payment bonds shall secure 100% of the Agreement Price for all ECMs cited.

The performance and payment bonds shall remain in effect during the total implementation period for all ECMs. The ECM implementation period shall include all time required for installation, testing, measuring initial performance, and agency acceptance of all installed ECMs. The performance bond shall be released upon agency acceptance of all contractor-installed ECMs. The payment bond shall be released upon receipt of satisfactory evidence that all subcontractors, laborers, etc., have been paid in full.

Agreement Signatures{ TC "SECTION 42: CONTRACT SIGNATURES"}

IN WITNESS THEREOF, the parties have each caused this Agreement to be executed in triplicate on the dates set forth below (the last of which shall be considered the date of execution hereof) by their duly authorized representatives.

[Contractor]

[MUNICIPALITY]

Name _____

Name _____

By _____

By _____

Title _____

Title _____

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Date _____

Date _____

[MUNICIPAL AGENCY]

Name _____

By _____

Title _____

Date _____

Approved as to Form:

Office of General Counsel

**ENERGY MANAGEMENT SERVICES AGREEMENT
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ATTACHMENT 1: DESCRIPTION OF THE PREMISES

Address:

Property Description:

Location and Description of the License/Lease Area:

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ATTACHMENT 2: SOLAR LEASE/LICENSE PROVISIONS

Customer (for and in consideration of the covenants and agreements on the part of ESCO/Developer contained herein and in the Agreement) does by means of a [lease/license] unto ESCO/Developer, and ESCO/Developer does hereby take from Customer, upon and subject to the conditions hereinafter expressed, the [License/Lease Area] (“*Area*”) on the Premises for the sole and exclusive purpose of constructing, operating, maintaining, repairing and removing the System.

SECTION 1: USE OF THE AREA

ESCO/Developer’s use of the Area is subject to the following:

- a) Present and future zoning laws, ordinances, resolutions, and regulations of the municipality in which the land lies, and all present and future ordinances, laws, regulations, and orders of all boards, bureaus, commissions, and bodies of any municipal, county, state, or federal authority, now or hereafter having jurisdiction, so long as they permit or otherwise regulate the use of the Premises; the condition and state of repair of the Premises as the same may be on the Effective Date; and full compliance by the ESCO/Developer in all respects with all Applicable Legal Requirements.
- b) ESCO/Developer accepts the Area in the current condition or state without any representation or warranty, express or implied in fact or by law, by Customer and without recourse to Customer, as to the nature, condition, usability, the use or uses to which the Area or the Premises or any part thereof may be put. Customer will not be required to furnish any services or facilities or to make any repairs or alterations in or to the Area or the Premises.
- c) Notwithstanding the above, the Parties agree that ESCO/Developer shall not be liable for any conditions on the Premises arising from or related to acts or omissions occurring prior to the Effective Date, except to the extent arising from or related to ESCO/Developer’s negligence or willful misconduct.
- d) ESCO/Developer and Customer acknowledge and agree that Customer shall not be required to make any expenditure, incur any obligation, or incur any liability of any kind whatsoever in connection with this lease or the ownership, construction, operation, maintenance, repair, or removal of the System.
- e) Except with the prior express written consent of Customer, ESCO/Developer shall not use the Premises for any use other than the installation, operation, maintenance, repair and removal of the System.

SECTION 2: CONSTRUCTION AND OPERATION OF PERMITTED USE

- a) ESCO/Developer will arrange for the construction of the System in a good, careful, proper and workmanlike manner in accordance with good engineering practices, the Request for Proposals which resulted in the Agreement (the “*RFP*”), and with all Applicable Legal Requirements. The System will, when completed, comply with all Applicable Legal Requirements and the

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RFP.

- b) ESCO/Developer and its sub-contractors, agents, consultants, and representatives shall have reasonable access at all reasonable times (including under emergency conditions) to the necessary portion of the Premises for the purpose of construction, operation, inspection, maintenance, repair and removal of the System, and to any documents, materials and records of Customer relating to the Premises that ESCO/Developer reasonably requests in conjunction with these activities. ESCO/Developer shall provide Customer reasonable notice of all activities conducted by or on behalf of ESCO/Developer on the Premises relating to the System. During any such activities, ESCO/Developer, and its sub-contractors, agents, consultants and representatives shall comply with Customer's reasonable safety and security procedures (as may be promulgated from time to time), and ESCO/Developer and its sub-contractors, agents, consultants and representatives shall conduct such activities in such a manner and such a time and day as to cause minimum interference with Customer's activities.

SECTION 3: RIGHT TO INSPECT AND ENTER

- a) During the course of construction and completion of the System and any substantial alteration thereto, ESCO/Developer shall maintain all plans, shop drawings, and specifications relating to such construction which Customer, its agents or contractors may examine at reasonable times upon reasonable prior notice for the purpose of determining whether the work conforms to the agreements contained or referenced in this lease. Customer may, upon reasonable prior notice to ESCO/Developer, enter upon the Lease Area and inspect the System for the purpose of ascertaining their condition or whether ESCO/Developer is observing and performing the obligations assumed by it under this lease, all without hindrance or molestation from ESCO/Developer.
- b) Customer shall, upon five (5) Business Days' prior notice to ESCO/Developer, have the right, at Customer's expense, to examine, during normal business hours and at ESCO/Developer's place of business, the books of account and other records in ESCO/Developer's possession, custody, or control pertaining to ESCO/Developer's obligations hereunder or under the Agreement.
- c) Customer shall promptly notify ESCO/Developer of any matter it is aware of pertaining to any damage to or loss of the use of the System(s) or that could reasonably be expected to adversely affect the System(s).

SECTION 4: INDEMNIFICATION

- a) ESCO/Developer shall indemnify and save harmless Customer (including, its officers, employees, and agents) from and against all liabilities, losses, damages, penalties, costs, and expenses, including reasonable attorneys' fees, that may be imposed upon or incurred by or asserted against Customer by reason of any of the following occurrences during the Term:

ENERGY MANAGEMENT SERVICES AGREEMENT FOR A RENEWABLE ENERGY SYSTEM

- i. any breach by ESCO/Developer of its obligations, covenants, representations or warranties contained in this lease or made pursuant thereto;
- ii. any work or thing done in, on or about the Premises or any part thereof by ESCO/Developer, its agents, contractors, servants, employees, or invitees;
- iii. any negligence on the part of ESCO/Developer or any of its agents, contractors, servants, employees, subtenants, leasees or invitees in, on or about the Premises or in connection with the System;
- iv. any accident, injury, or damage to any person or property occurring in, on or about the Premises or any part thereof, except to the extent caused by the negligence or intentional misconduct of Customer or any of its officers, employees or agents; and
- v. any failure on the part of ESCO/Developer or any of its agents, contractors, servants, employees, subtenants, leasees or invitees in, on or about the Premises to fully comply with the Applicable Legal Requirements.

In case any action or proceeding is brought against Customer because of any such claim, Customer may elect that ESCO/Developer defend such action or proceeding. Upon written notice from Customer of such election, ESCO/Developer shall defend such action or proceeding at ESCO/Developer's expense to the reasonable satisfaction of Customer.

SECTION 5: MISCELLANEOUS

5.01 Quiet Enjoyment

- a) Customer covenants that so long as no Event of Default has occurred and is continuing, ESCO/Developer shall quietly have and enjoy the Lease Area during the Term. Customer's exercise of self-help pursuant to Article 2 of this lease and rights of entry and inspection pursuant to Article 6 of this lease shall not be considered a breach of the covenant of quiet enjoyment. Subject to the specific provisions of this lease permitting the same, Customer shall have the right to enter upon the Premises at reasonable times for purposes related to the System of this lease and no such entry that complies with the provisions of this lease permitting the same shall be considered a breach of the covenant of quiet enjoyment.
- b) ESCO/Developer shall operate, maintain, and repair the System in a manner that will not obstruct or interfere with Customer's use of the Premises or the rights of any other occupants of the Premises and ESCO/Developer will not injure or annoy any occupants of the Premises. In the event interference occurs, ESCO/Developer agrees to take all reasonable steps necessary to eliminate such interference promptly, but no later than thirty (30) days from notification by the Customer. ESCO/Developer will use its best efforts to maintain its System in a manner that does not interfere with the Premises or improvements to the Premises. Customer may construct, reconstruct, modify, or alter the Premises so long as such, activities do not materially interfere (including shading) with the operation of the System.

5.02 No Limitation of Regulatory Authority

ENERGY MANAGEMENT SERVICES AGREEMENT FOR A RENEWABLE ENERGY SYSTEM

The Parties acknowledge that nothing in this lease shall be deemed to be an agreement by Customer to issue or cause the issuance of any approval or permit, or to limit or otherwise affect the ability of the Customer or any regulatory authority of the Customer to fulfill its regulatory mandate or execute its regulatory powers consistent with Applicable Legal Requirements.

5.03 Subordination to Existing Leases, Easements and Rights of Way

ESCO/Developer acknowledges and understands that the Agreement, this SLAP, and all rights of ESCO/Developer are subject and subordinate to all existing leases, easements, rights of way, declarations, restrictions or other matters of record and all existing agreements of the Customer with respect to the Premises. Customer reserves the right to grant additional leases, easements, leases or rights of way, whether recorded or unrecorded, as may be necessary, which do not unreasonably interfere (including shading) with ESCO/Developer's use of the Premises and the operation of the System.

5.04 Hazardous Materials

ESCO/Developer agrees to comply with all applicable laws pertaining to the use, storage, and disposal of Hazardous Materials ("Environmental Laws") at the Premises. ESCO/Developer shall indemnify, defend and hold harmless Customer and its agents, representatives and employees from any and all liabilities and costs (including any and all sums paid for settlement of claims, litigation, expenses, attorneys' fees, consultant and expert fees) of whatever kind or nature, known, or unknown, resulting from any violation of Environmental Laws caused by ESCO/Developer or ESCO/Developer's representatives at the Premises. In addition, ESCO/Developer shall reimburse Customer for any and all costs related to investigation, clean up and/or fines incurred by Customer for non-compliance with Environmental Laws that are caused by ESCO/Developer or ESCO/Developer's representatives at the Premises. Customer reserves the right to inspect the Leased Area for purposes of verifying compliance with these Hazardous Materials requirements.

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ATTACHMENT 3: DESCRIPTION OF THE SYSTEM

SOLAR ENERGY SYSTEM:

Module Manufacturer: _____

Module rated output (watts):

Module warranty:

Nameplate Capacity of system: _____

Approximate Annual Energy Production of system:
_____ kWh

Derate factor

Location: _____

Preliminary Specifications:

SOLAR ENERGY SYSTEM ASSETS:

Mounting Systems _____

Tracking Devices: _____

Inverters: _____

Tilt:

Azimuth:

% shaded:

Data monitoring system:

Electrical installation company:

Integrators: _____

Related Equipment: _____

Electric Lines: _____

Permits: _____

Contracts: _____

**ENERGY MANAGEMENT SERVICES AGREEMENT
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ATTACHMENT 4: COST AND GENERATION

GUARANTEED ANNUAL ELECTRIC OUTPUT _____ kWh/year

ANNUAL SYSTEM DEGRADATION FACTOR _____% per year

ELECTRICITY PRICE \$_____ per kWh during the first Contract Year of the Term

ELECTRIC PRICE INCREASE FACTOR (if applicable) _____% per year

MAXIMUM ELECTRICITY PRICE _____% of LDC Retail Rate

LOCAL DISTRIBUTION COMPANY (LDC) _____

PERFORMANCE BOND AMOUNT (100% of project cost) \$ _____

DECOMMISSIONING ASSURANCE AMOUNT (if applicable) \$ _____

**ENERGY MANAGEMENT SERVICES AGREEMENT
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ATTACHMENT 5: OPERATIONS AND MAINTENANCE SCHEDULE

ESCO/Developer provide detailed schedule of ongoing operation and maintenance of installed system.

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ATTACHMENT 6: COMMISSIONING PLAN

ESCO/Developer provide detailed commissioning plan for installed system.

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ATTACHMENT 7: PROJECT SCHEDULE

ESCO/Developer provide detailed construction project schedule.

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ATTACHMENT 8: TERMINATION PAYMENT SCHEDULE

Early Termination Occurs in Year:	Early Termination Fee (including costs of removal)	Early Termination Fee (excluding costs of removal)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
At expiration	\$0	\$0