

CUSTOMER NET ENERGY BILLING AGREEMENT
(Facilities of 660 Kilowatts or Less)

BETWEEN

CENTRAL MAINE POWER COMPANY

AND

OWNER'S NAME

DATED

Commencement date

CENTRAL MAINE POWER COMPANY
CUSTOMER NET ENERGY BILLING AGREEMENT

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CENTRAL MAINE POWER COMPANY
CUSTOMER NET ENERGY BILLING AGREEMENT

Qualifying Facility of 660 KW or Less

Project Name: Owner's Name

This AGREEMENT, entered into as of the XXth day of Month, Year is between Central Maine Power Company (the "Company"), a Maine corporation having its office and principal place of business in Augusta, Kennebec County, Maine, and Owner's Name (the "Customer") located at Service Location Address, City, Maine.

WHEREAS, Chapter 313 of the Rules and Regulations of the Maine Public Utilities Commission requires that transmission and distribution utilities engage in annualized net energy billing arrangement with customers who meet the qualification and use standards of Chapter 313; and

WHEREAS, the Customer has represented to the Company that it meets the qualification and use standards of Chapter 313 and has requested that the Company engage in annualized net energy billing with the Customer as described in Chapter 313;

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I: DEFINITIONS

The following terms shall have the following meanings under this Agreement:

"Billing Period" is the period of time (approximately thirty (30) days) between the recordings of metered energy delivered to and received from the Facility.

"Commission" is the Maine Public Utilities Commission established under Title 35-A of the Maine Revised Statutes or any succeeding state regulatory agency having jurisdiction over public utilities.

"Competitive Electricity Provider" is a marketer, broker, aggregator, or any other entity selling electricity to the public at retail in Maine.

"Credits" are the number of kilowatt-hours by which Out Energy has exceeded In Energy during any Billing Period.

"Excess Usage" is the quantity expressed in kilowatt-hours determined by subtracting Unused Credits from Net In Energy. If Unused Credits exceed Net In Energy, Excess Usage is equal to zero (0).

"Facility" is all of the Customer's generating plant and equipment, including the Customer's x.xxx kW photovoltaic generator located at Service Location Address, City, Maine as more fully identified in the Interconnection Agreement between the Company and the Customer.

"In Energy" is the kilowatt-hours delivered to the Facility from the Company's system as measured by the In Meter(s) during the Billing Period.

"In Meter(s)" are the metering equipment used to measure the kilowatt-hours that flow from the Company's system to the Facility.

"Net Energy" is the difference between the kilowatt-hours delivered by the Company to the Customer and the kilowatt-hours delivered from the Facility to the Company over the same time period and determined as if measured by a single meter capable of registering the flow of electricity in two directions.

"Net Energy Billing" is a billing and metering practice under which the Customer is billed on the basis of Net Energy over a Billing Period taking into account accumulated Credits from previous Billing Periods.

"Net Out Energy" is the quantity expressed in kilowatt-hours determined by subtracting In Energy from Out Energy. If In Energy exceeds Out Energy, then Net Out Energy is zero (0).

"Net In Energy" is the quantity expressed in kilowatt-hours determined by subtracting Out Energy from In Energy. If Out Energy exceeds In Energy, then Net In Energy is zero (0).

"Out Energy" is the kilowatt-hours delivered to the Company's system from the Facility as measured by the Out Meter(s) during the Billing Period.

"Out Meter(s)" are the metering equipment used to measure the kilowatt-hours delivered from the Facility to the Company's system.

"Rules" are such Rules and Regulations promulgated by the Commission as shall be in effect from time to time. References in this Agreement to particular provisions of the Rules shall be construed to refer to analogous provisions of any succeeding set of Rules promulgated by the Commission, notwithstanding that such provisions may be designated differently.

"Standard Offer Provider" is a provider(s) of standard offer service chosen pursuant to Chapter 301 of the Rules.

"Unused Credits" are Credits that, in accordance with this Agreement, remained when Excess Usage was determined for any Billing Period. Unused Credits do not include any Credits that have been eliminated in accordance with the provisions of paragraph (C) of Article IV.

ARTICLE II: QUALIFICATIONS

It is the essence of this Agreement that the Facility: (i) use a renewable fuel or technology as specified in 35-A M.R.S.A. § 3210(2) (C), (ii) have an installed capacity of 660 kW or less, (iii) be located on or in the vicinity of the Customer's premises and (iv) be used primarily to offset part or all of the Customer's own electricity requirements.

Customer agrees that it shall at all times during the term of this Agreement meet the qualifications set forth in the preceding paragraph.

ARTICLE III: TERM

The term of this Agreement shall commence on Month XX, Year and shall continue on a month-to-month basis unless terminated pursuant to the terms hereof.

ARTICLE IV: NET ENERGY BILLING

The following methodology will be utilized by the Company in determining Customer's payment obligations for (i) transmission and distribution service provided by the Company and (ii) electric generation service provided by either the Standard Offer Provider or the Customer's Competitive Electricity Provider. If the Customer's Competitive Electricity Provider provides the Customer with a separate bill for generation service, the Company shall not in any way be responsible for computing the charges or performing any netting for this separate generation service bill.

A. Excess Generation

If during a Billing Period, Net Out Energy is greater than zero (0), then for the Facility at the conclusion of that Billing Period: (i) Net In Energy (i.e., kilowatt-hour usage) will equal zero (0) and (ii) Unused Credits are increased by the value of Credits, determined for that Billing Period, and that increased value, in accordance with paragraph (C) Unused Credits of this Article IV, will remain for possible future application.

B. Excess Usage

If during a Billing Period, Net In Energy is greater than zero (0), then Excess Usage for that Billing Period will be calculated. If Excess Usage is greater than zero (0), then for the Facility at the conclusion of that Billing Period: (i) kilowatt-hour usage will equal the value of Excess Usage and (ii) Unused Credits are equal to zero (0). If Excess Usage is equal to zero (0), then for the Facility at the conclusion of that Billing Period: (i) kilowatt-hour usage is equal to zero (0) and (ii) Unused Credits are reduced by the value of Net In Energy, determined for that Billing Period, and that reduced value, in accordance with paragraph (C) Unused Credits of this Article IV, will remain for possible future application.

C. Unused Credits

At the end of each 12-month period, after the Credits have been considered in accordance with Paragraph (A) Excess Generation and Paragraph (B) Excess Usage, any unused kilowatt-hour Credits associated with the oldest month in the 12-month period will be eliminated and will not be applied against any kilowatt-hour usage. The Customer will receive no compensation for these unused and eliminated kilowatt-hour Credits.

D. Charges

Net Energy Billing only applies to kilowatt-hour usage charges. Any other charges that are applicable to the Customer and that are recovered by the Company other than through kilowatt-hour usage charges will be collected by the Company and are the responsibility of the Customer. For example, the Customer is responsible for all other charges, which are applicable and recovered by the Company either through fixed amounts or units other than kilowatt-hours.

ARTICLE V: INTERCONNECTED OPERATION

This Agreement governs solely the terms and conditions under which the Company will engage in net energy billing with the Customers. It **does not** authorize the Customers to interconnect the Facility with the Company's electric system. The terms and conditions of interconnected operation shall be set forth in a separate Interconnection Agreement between the Customers and the Company. The Customers **may not operate** the Facility in parallel with the Company's system until the Company provides you with written notification specifically stating that all of the requirements for interconnection have been satisfied.

ARTICLE VI: METERING

The Company will install metering equipment as necessary 1) to accomplish the billing as described in Article IV: Net Energy Billing of this Agreement and 2) to collect the applicable State of Maine sales tax on the In Energy. In the event that that the Company determines that it is necessary to separately record In Energy and Out Energy, the Company will bear the additional cost of metering equipment to separately record In Energy and Out Energy.

In the event that the Customer requests that the Company install nonstandard metering equipment or metering equipment which is in addition to the metering that the Company determines is necessary to accomplish Net Energy Billing, the Company will install such nonstandard or additional metering as quickly as practicable in the normal course of the Company's business. The Company will charge its incremental costs of owning, maintaining, and installing such nonstandard or additional metering to the Customer. The Company will charge its incremental billing costs resulting from such nonstandard metering equipment installed at the Customer's request. The Company, at its sole discretion, may require advance payment from the Customer for such nonstandard or additional metering.

The Company will own, maintain, and read all metering equipment necessary for Net Energy Billing. If the Out Meters are not at the same voltage as the Point of Delivery, the metered energy quantities shall be adjusted to the delivery voltage as provided in the Terms and Conditions § 12.8 of the Company's Electric Rate Schedule, as may be amended from time to time, filed with and accepted by the Commission.

ARTICLE VII: ACCESS

The Customer shall permit representatives of the Company to access the Facility at all reasonable times.

ARTICLE VIII: BILLING ADJUSTMENTS

In the event that billing adjustments are required as the result of meter inaccuracies or any other error, the Company and the Customer will work together to correct the billing.

ARTICLE IX: GOVERNMENTAL AUTHORIZATIONS

The Customer shall obtain all governmental authorizations and permits required for operation of the Facility and shall maintain all required governmental authorizations and permits required for the Facility during the term hereof. The Customer shall provide copies of any such authorizations, permits and licenses to the Company upon request.

ARTICLE X: ASSIGNMENT

This Agreement shall not be assigned, pledged or transferred by either party without the written consent of the nonassigning party, which consent shall not be unreasonably withheld. All assignees, pledgees or transferees shall assume all obligations of the party assigning the Agreement. If this Agreement is assigned without the written consent of the nonassigning party, the nonassigning party may terminate the Agreement.

If the Customer is a closely-held corporation, then for the purposes of this Article a sale of all or substantially all of the voting securities of the Customer to a third party shall be deemed an assignment of this Agreement.

If this Agreement is assigned from the Customer to another party, by virtue of any insolvency proceeding, then the assignee, within 90 days of assumption of this Agreement, shall reimburse the Company for all reasonable expenses incurred by the Company in conjunction with such insolvency proceeding.

The Company and the Customer agree that in determining whether any withholding of consent to an assignment shall be reasonable, it shall be understood that it is of the essence of this Agreement that (i) the Customer deliver its energy from the Facility as defined herein, (ii) the assignee be a transmission and distribution customer of the Company, and (iii) the assignee shall have entered into a valid Interconnection Agreement with the Company. For that reason,

the Company may reasonably refuse to consent to any assignment of this Agreement that would result in a change either in the type or the location of the Facility contemplated in this Agreement.

ARTICLE XI: BREACH; TERMINATION

In the event of breach of any terms or conditions of this Agreement, if the breach has not been remedied within 30 days following receipt of written notice thereof from the other party or in the event of any proceedings by or against either party in bankruptcy, insolvency or for appointment of any receiver or trustee or any general assignment for the benefit of creditors, the other party may terminate this Agreement.

Either party may terminate this Agreement at any time by providing the other party with sixty (60) days prior written notice.

If the Customer increases the capability or the capacity of the Facility to exceed 660 kW, this Agreement shall immediately terminate. The Company shall not be liable to the Customer for damages resulting from a termination pursuant to this paragraph.

If the Customer's generating equipment produces zero (0) kilowatt-hours during any period of twelve (12) consecutive Billing Periods, the Company may terminate this Agreement.

ARTICLE XII: WAIVER

Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XIII: MODIFICATION

No modification to this Agreement shall be valid unless it is in writing and signed by both parties hereto.

ARTICLE XIV: APPLICABLE LAWS

This Agreement is made in accordance with the laws of the State of Maine and shall be construed and interpreted in accordance with the laws of Maine, notwithstanding any choice of law or rules that may direct the application of the laws of another jurisdiction.

ARTICLE XV: INTEGRATION

The terms and provisions contained in this Agreement between the Customer and the Company constitute the entire Agreement between the Customer and the Company and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer and the Company with respect to the Facility and this Agreement.

ARTICLE XVI: SEVERABILITY

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

ARTICLE XVII: CAPTIONS

All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive or definitive or to affect the meaning of the contents or scope of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, all as of the day and year first above written.

WITNESSES:

OWNER'S NAME

By:

Owner's Name

WITNESSES:

CENTRAL MAINE POWER COMPANY

By:

Eric N. Stinneford

Its:

Vice President – Controller, Treasurer
& Clerk

By:

Susan E. Clary

Its:

Director – Electric Supply