

CUSTOMER NET ENERGY BILLING AGREEMENT
(Facilities of Greater than 100 Kilowatts Electing Small Generator Aggregation)

BETWEEN

CENTRAL MAINE POWER COMPANY

AND

Owner's Name

DATED

Commencement Date
(needs to be 1st day of a calendar month)

Sample

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 Greater Than 100 KW

Project Name: _____ Company Name _____

This AGREEMENT, entered into as of the 1st 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 Company Name (collectively, the "Customer") located at Service Location Address, Town, Maine, for the interconnected operation of the Company's electric system and the Customer's generating equipment commencing Month 1, Year.

WHEREAS, Chapter 315 of the Rules and Regulations of the Maine Public Utilities Commission allows generators with a nameplate capacity of 5 MW or less and operating in the ISO-NE control area to request that the standard offer provider for residential customers purchase the output of their facilities; and

WHEREAS, Section 51.3 of the Company's Terms and Conditions allows generators with a nameplate capacity of 1 MW or less to have their excess generation netted against their usage over the billing cycle used for retail electricity service; and

WHEREAS, the Customer has opted to have its excess generation netted against its usage over its billing cycle used for retail electricity service, with its monthly excess generation being sold to the Designated Purchaser pursuant to Chapter 315, in the manner specified in Section 51.3 of the Company's Terms and Conditions;

THEREFORE, 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 recording 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.

"Designated Purchaser" means the Standard Offer Provider(s) designated pursuant to Chapter 301 of the Commission's Rules to serve residential customers within the Company's service territory.

"Facility" is all of the Customer's plant and equipment, including the Customer's xxx kW type generator and Interconnection Equipment, located on the Customer's side of the Point of Delivery at Service Location Address, Town, Maine.

"Interconnection Service" means all of the services and facilities provided for in the Interconnection Agreement between Customer and Company, including, without limitation, integrating the output of the Facility into the Company's transmission and distribution system, but does not include transmission or distribution service. Interconnection Service does not include interconnection of any other generating unit owned by Customer.

"ISO-NE" means ISO New England, Inc. or any successor organization.

"ISO-NE Market Rules and Procedures" means Market Rule 1, Section III of the ISO-NE Transmission Markets and Services Tariff and all associated market manuals and operating procedures by ISO-NE to govern the operation of the ISO-NE markets for energy, reserves and capability, as amended from time to time, or any successor documents, whether created by ISO-NE or by any successor organization.

"In Energy" is the kilowatt-hours delivered to the Facility and to Owner's Name (CMP account number: xxx-xxxxxxx-xxx) 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 Customer (CMP account number: xxx-xxxxxxx-xxx), to the extent that usage at Moosehead Manufacturing exceeds the generation credits provided by 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.

"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.

"Point of Delivery" is the location where the Customer's Interconnection Equipment and the Company's system are connected.

"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.

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 1 MW 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 1, Year and shall extend for a period of 1 year; thereafter, this Agreement shall continue on a month-to-month basis until terminated by either party upon at least sixty (60) days prior written notice.

ARTICLE IV: NET ENERGY BILLING

The following methodology will be utilized by the Company in determining (i) Customer's payment obligations for transmission and distribution service provided by the Company, (ii) the Customer's payment obligation for electric generation service provided by either the Standard Offer Provider serving the Customer or the Customer's Competitive Electricity Provider and (iii) the computation of any amount owed to the Customer by the Designated Purchaser for Net Out Energy during any Billing Period. 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. Net Out Energy

If Net Out Energy is greater than zero (0) at the conclusion of any Billing Period, then the Company shall invoice the Designated Purchaser for the kilowatt-hours of Net Out Energy in accordance with Section 51.3 of the Company's Terms and Conditions. Once the Designated Purchaser remits payment to the Company for the Net Out Energy, the Company will pay the Customer the amount received from the Designated Purchaser, less an administrative fee of \$50 per month. If the amount remaining after the deduction of the Company's administrative fee is negative for any Billing Period, then the Company will invoice the Customer for this remaining amount. The Company will have the right to offset any amounts that remain unpaid against future payments owed to Customer.

B. Net In Energy

If during a Billing Period, Net In Energy is greater than zero (0), then the customer shall be billed for any Net In Energy in accordance with the Company's applicable Electric Delivery Rate Schedules and the Company's Terms and Conditions.

C. 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, including, but not limited to, the Company's administrative fee as set forth in Section 51.3 of the Company's Terms and Conditions.

ARTICLE V: INTERCONNECTED OPERATION

The terms and conditions under which the Company will provide Interconnection Service to the Customer are set forth in the Interconnection Agreement, dated Month 1, Year, between the Company and Owner's Name.

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. The Customer will bear the cost of metering equipment that would be necessary but for Customer's generating equipment. The Company will bear the additional cost of metering equipment to separately record In Energy and Out Energy. The Company will own, maintain, and read the metering equipment.

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: INDEMNIFICATION

Implementation of this Agreement by the Company requires that the Company engage in meter reading and load settlement activities. Errors related to meter reading and load settlement may be corrected, and associated financial adjustments may be made, within the time period allowed by ISO-NE and the ISO-NE Market Rules and Procedures. The Customer and the Company are jointly responsible for identifying errors in a timely manner. The Company shall correct errors as soon as practicable after they are identified, but shall not be responsible for any errors which are not identified in time to provide a reasonable period for correction within the time period allowed by ISO-New England and the ISO-NE Market Rules and Procedures.

The Customer shall indemnify, defend and hold the Company and its shareholders, directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against any and all costs, losses, expenses and damages incurred by the Company arising out of (a) the Customer's failure to notify the Company of any errors or discrepancies in meter reading data within the applicable time frames allowed by ISO-NE and the ISO-NE Market Rules and Procedures or (b) any claims by the Customer or any of its affiliates related to settlement errors for which the time period for making corrections, as allowed by ISO-NE and the ISO-NE Market Rules and Procedures, has expired. The foregoing indemnities shall not apply to any costs, losses, expenses, damages, or claims incurred by or

asserted against the Company to the extent that any meter reading data errors or settlement errors are caused by the willful misconduct of the Company.

ARTICLE XI: ASSIGNMENT

This Agreement shall not be assigned, pledged or transferred by either party without the written consent of the non-assigning 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 non-assigning party, the non-assigning 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, and (ii) the assignee be a customer of the Company whose proximity to the Facility makes Net Energy Billing appropriate. 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 XII: 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.

If the Customer increases the capability or the capacity of the Facility to exceed 1 MW, 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 XIII: 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 XIV: MODIFICATION

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

ARTICLE XV: 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 XVI: 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 XVII: SEVERABILITY

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

ARTICLE XVIII: 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.

[SIGNATURES ON FOLLOWING PAGE]

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

WITNESSES:

CENTRAL MAINE POWER COMPANY

By: _____

Its: _____

Owner's Name

By: _____

Its: _____

Sample