

EXHIBIT A to Standard Offer Provider Contract

**T&D SPECIFIC PROVISIONS**  
**of**  
**Central Maine Power Company**

**CMP's Utility Business Contact:** Susan Clary, Manager, Settlement, Load Research and Supplier Services

**T&D Utility Technical Contact:** Susan Roberts, Supplier Services Coordinator

**EDI Processing Schedule:**

The EDI processing schedule for transmitting data is on CMP's Competitive Electricity Provider website page.

**CMP's Services and Fees for Providers:**

Section 43 of CMP's Terms and Conditions lists CMP's services to Providers and applicable fees, which will remain in effect for the March 2006-February 2007 bid period. For multi-year bids, terms and conditions will be subject to annual review and adjustment upon approval by the MPUC.

**Meter Reading and Billing Cycles:**

CMP has 20 meter reading and billing "cycles" each month. Actual or estimated meter readings may be used for customer billing.

**Standard Offer Rate Classes:**

Standard Offer Rate Classes for CMP's customers are as follows:

**Residential/Small Commercial:** Includes all customers defined as residential by CMP's Terms and Conditions, and non-residential customers that take service under a core customer class that does not include a demand charge.

**Medium Non-Residential:** Includes all non-residential customers that take service under a core customer class that includes a demand charge and in which a customer's maximum demand does not exceed 399 kW more than once in the preceding 12 months.

**Large Non-Residential:** Includes all non-residential customers that are not small non-residential or medium non-residential customers.

### **Consolidated Utility Billing for Standard Offer:**

The Provider must submit the Consolidated Billing Services request form located on CMP's website. The Provider must also complete EDI testing of the appropriate Electronic Business Transactions for Standard Offer as specified in CMP's EDI test plan.

1. **Billing Services:** The Consolidated Utility Billing Service includes bill calculation, printing, mailing, collections, remittance processing and funds transfers. CMP will assess a fee to the Provider for each bill issued, in accordance with CMP's Terms and Conditions. The fee will be computed and assessed monthly, based on a) the number of bills issued for each Standard Offer Rate Class, times b) the fee per bill, times c) the Provider's share of total load(s) for the rate class(s).
2. **Bill Format:** The Standard Bill Format for Consolidated Utility Billing will be in compliance with the applicable Precepts. Standard specifications for field sizes and decimal places for rates and rate descriptions shall be the same as for CMP's charges.
3. **Rates:** CMP's available Standard Offer Rate Structures can have kWh and kW demand usage values. For the Large Class, they can include flat, time-of-use (combination of any of the 3 T&D periods), and seasonal structures.
4. **Rate changes:** Rate changes will be implemented on a prorated basis. The March 1 price change and any subsequent seasonal price changes will be effective for all customers on the affected rate as of a specific date, and usage for the billing period will be prorated accordingly between the new rate and the prior rate on Customer bills. Rate changes that involve changing the rate structure under which a customer is billed can only be implemented on a non-prorated basis. A rate structure change that occurs at the beginning of a standard offer bid period (e.g., March 1, 2005) will occur on a prorated basis. No more than one rate level or rate structure change can be implemented per month for any account.
5. **Payments:** CMP will pay the Provider for all energy sold to Standard Offer Customer based upon the Provider's bid price(s) and the Provider's percentage of total load for the Standard Offer rate class(s), less an allowance for uncollectible accounts, as specified in this Agreement. CMP will transfer payments to the Provider in accordance with the applicable Precept via ACH to the bank account designated in the Provider's Consolidated Billing Services request form.
6. **Cost of Uncollectibles:** The allowances for uncollectible accounts for the term of this Agreement are as follows:

Residential and Small Non-Residential Class:	1.2%
Medium Non-Residential Class:	0.2%
Large Non-Residential Class:	0.1%

### **Net Energy Billing:**

Net Energy Billing is available to certain customers in accordance with the applicable Precepts. For these customers, the usage amount transmitted to the Provider will be the Customer's net usage, and the Provider's load obligation will be based on the Customer's net usage. A month end adjustment will be done to reduce the Provider's monthly load obligation by the amount of any excess generation produced by these customers. CMP will notify the Provider's business contact (or designated agent) via e-mail of the dollar amount of the monthly Net Energy Billing adjustment. The e-mail notice will

reference the cycle bill date, the payment date and state what the total payment would have been without the Net Energy Billing Adjustment, as well as what the new Net Energy Billing adjusted payment will be. The Net Energy Billing adjusted payment amount in this e-mail will replace the dollar amount shown in the 810-3 EDI transaction that Provider received for the referenced cycle bill date.

The Provider will be responsible for the cost of payments or bill credits provided to customers by CMP for any excess generation in accordance with the applicable Precepts, net energy billing contracts and any future decisions by the MPUC. The Provider agrees to accept these responsibilities with respect to customers receiving Standard Offer service.

### **Small Generator Aggregation:**

Small Generator Aggregation is available to certain customers with eligible generators in accordance with the applicable Precepts including, without limitation, Chapter 315 of the MPUC's regulations and Section 51 of T&D's Terms and Conditions. If Provider has been designated by the MPUC to provide standard offer service to residential customers in T&D's service territory, then Provider shall purchase any electricity made available by eligible generators in accordance with Chapter 315 of the MPUC's regulations and any technical specifications adopted thereunder. For generators that elect real time nodal clearing prices, T&D will report the hourly generation for each eligible generator to ISO-NE in conformance with ISO-NE requirements, and to the Provider in the same format via the same means used to transmit the data to ISO-NE. Consistent with the timing requirements of ISO-NE SMD, Manuals 20, 28 & 29, the daily or monthly generation for each eligible generator will be reported to ISO-NE. If any changes are made to the daily generation values during the monthly resettlement process, T&D will report the changes to ISO-NE in conformance with ISO-NE requirements, and to the Provider in the same format via the same means used to transmit the data to ISO-NE. Generators with a nameplate capacity of 1 MW or less may elect to not install the necessary hourly metering that is required to receive the real-time nodal clearing price for the node on which the generator is connected. In such a case, generators choosing this option will have their generation netted against their load over the billing cycle used for retail electricity service and will be paid the average monthly real time clearing price for the Maine Zone, for any excess generation, rather than the otherwise applicable real-time nodal clearing price. On a monthly basis, T&D shall invoice Provider for the amount of electricity delivered by eligible generators. The Provider shall pay the amount of such invoice within ten (10) days of receipt. Upon receipt of payment from Provider for generation delivered by a customer with an eligible generator, T&D shall pay such customer the amount that it receives from Provider, less any fees that T&D is authorized to deduct in accordance with applicable Precepts.

### **Off-Cycle Terminations:**

A Competitive Electricity Provider or Customer may request an off-cycle termination of service from the Competitive Electricity Provider as of a desired date. In either case, the Customer will be transferred to the Standard Offer as of the effective date of the termination. The requesting party must specify whether usage should be prorated, or an actual meter reading should be obtained for billing purposes.

If an actual meter reading is required, CMP will schedule it as soon as is practicable, usually within three (3) business days. If the Provider or Customer requests an off-cycle read on a specific date, CMP

will honor that date if possible. When an actual meter reading for an off-cycle drop is requested for a Customer with kW demand, the kW demand billing determinants will be measured separately for each partial period of the normal billing cycle.

If usage is prorated, the off-cycle termination will be effective on the date requested, as long as the request is made at least one day in advance.

Fees for off-cycle terminations will be charged to the requesting party, in accordance with CMP's Terms and Conditions.

### **Load Obligation & Settlement Calculations:**

CMP shall determine the Supplier's hourly loads and report such to the ISO-NE in accordance with ISO-NE's Standard Market Design (SMD), the applicable Manuals are as follows: Manual 20 – Installed Capacity, Manual 28 – Market Rule 1 Accounting, and Manual 29 – Billing, and the MPUC Chapter 321 Rule, "Load Obligation and Settlement Calculations for Competitive Providers of Electricity". CMP is the "Assigned Meter Reader" with ISO-NE for the Provider's load asset account.

1. CMP will develop Load Profiles for three customer groups: Residential, Small Commercial and Industrial (Small C&I) and Medium Commercial & Industrial (Medium C&I). CMP's breakpoint for the Small C&I profiled customer group is 20 kW or less. The Medium C&I profiled customer group is greater than 20 kW and less than 400 kW. CMP will develop Deemed Load Profiles for unmetered loads. Profiles are available to providers on CMP's website.
2. CMP will use telemetered interval data adjusted for line losses for all telemetered customers who are read daily to develop customer-specific Dynamic Load Profiles for settlement. (Interval meters installed for surveying purposes are considered temporary and are not available for use in individual billing or settlement calculations.) All CMP customers whose maximum monthly demand equals or exceeds 400 kW will be telemetered.
3. Each profile will contain 24-hourly profiles that may be used to represent each day of a year. Each daily load profile will represent an average per-customer load at the point of retail delivery. Each profile will represent a 24-hour day that can be identified by an indicator such as month, day of the week, weather condition, and so forth.
4. Daily Settlement Reports: By 1 p.m. of the second business day following the trading period, CMP will report the hourly load responsibility of the Provider to ISO-NE in conformance with ISO-NE requirements, and to the Provider in the same format via the same means used to transmit the data to ISO-NE.
5. Monthly Settlement Reports: Consistent with the timing requirements of ISO-NE SMD, Manuals 20, 28 & 29, the daily or monthly load responsibility for each Provider will be re-estimated using the most recent monthly kWh billing information. The methodology for calculating the Provider load responsibility will be identical to the daily method but the daily estimated energy use of profiled customers will reflect the billing kWh for that month. The monthly energy differences will be reported to ISO-NE in accordance with their requirements. The monthly settlement will be reported in the same format to the Provider as the monthly energy difference, or the hourly difference, via electronic mail to the Provider.

MPUC Reporting: CMP files sampling and data validation reports, and profiling methodology reports with the MPUC in accordance with MPUC rules. CMP's current line-loss study filed with the MPUC is posted on CMP's Competitive Electricity Provider website.

**EXHIBIT B**

**STANDARD OFFER PROVIDER INFORMATION**

**The Provider shall submit revisions to this document within 5 working days of any changes to the information herein.**

**Licensed Provider Name:** \_\_\_\_\_

**Corporate Address:** \_\_\_\_\_

**Dun & Bradstreet number:** \_\_\_\_\_

**Date of MPUC License:** \_\_\_\_\_

**Business contact:** \_\_\_\_\_

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

**Phone number:** \_\_\_\_\_

**Facsimile number:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**Technical EDI contact:** \_\_\_\_\_

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

**Phone number:** \_\_\_\_\_

**Facsimile number:** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

<b><u>Dun's +4 Number:</u></b>	<b><u>ISO-NE Load Asset #:</u></b>	<b><u>Effective Date:</u></b>	<b><u>Description for use :</u></b>
_____ + _____	_____	_____	_____
_____ + _____	_____	_____	_____
_____ + _____	_____	_____	_____

**Authorized Signature:** \_\_\_\_\_

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

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

## EXHIBIT C PRECEPTS

The Precepts encompassed in this Agreement include the following, but are not limited to:

- Maine's Restructuring Act: Chapter 316 codified as 35-A M.R.S.A §§ 3201-3217
- Maine Public Utilities Commission Rules and Regulations:
  - Chapter 301** Standard Offer Service
  - Chapter 305** Licensing Requirements, Annual Reporting, Enforcement and Consumer Protection Provisions for Competitive Provision of Electricity
  - Chapter 306** Uniform Information Disclosure and Informational Filing Requirement
  - Chapter 315** Small Generator Aggregation
  - Chapter 321** Load obligation and Settlement Calculations for Competitive Providers of Electricity
  - Chapter 322** Metering, Billing Collections and Enrollment Interactions Among Transmission and Distribution Utilities and Competitive Providers of Electricity
  - Chapter 320** Service Standards of Electric Utilities
  - Chapter 81** Residential Utility Service Standards for Credit and Collection Programs
  - Chapter 86** Disconnection and Deposit Regulations for Non-Residential Utility Service
  - Chapter 870** Late Payment Charges, Interest Rates to be Paid on Customer Deposits, and Charges for Returned Checks
  - Chapter 313** Customer Net Energy Billing
  - Chapter 360** Cogeneration and Small power Production
- Terms & Conditions of the T&D Utility filed and approved by the MPUC
- Maine Electronic Business Transaction Standards
- Second Restated NEPOOL Agreement
- ISO-NE Tariff
- Any other applicable FERC jurisdictional tariff, rate schedule or agreement

EXHIBIT D

Provider's Share and Provider's Rates

<b>CMP Medium</b>	Provider's Rates	Provider's Share _____%
September	_____	
October	_____	
November	_____	
December	_____	
January	_____	
February	_____	

<b>CMP Large</b>	Provider's Rates	Provider's Share _____%
September	_____	
October	_____	
November	_____	
December	_____	
January	_____	
February	_____	