

ATTACHMENT V

Standard Offer Service Proposal - Contingencies

This Proposal submitted by Bidder to provide standard offer service at the prices described in Attachments I through VI is made subject to the acceptance by the Commission of the following conditions as expressly stated herein, without modification except upon the written agreement of the Bidder. The Commission's order designating the Bidder as a standard offer provider (the "Provider") shall expressly incorporate each of the conditions stated herein (the "Order").

Upon such acceptance and designation, the Bidder's resulting rights and obligations as Provider shall consist of (i) the applicable and material provisions of Maine law and regulations, and provisions of the RFP; (ii) the Order, incorporating the express conditions of this Proposal; (iii) the Standard Offer Provider Standard Service Agreement described below; and (iv) the Security Agreement described below (collectively, the "Standard Offer Obligation"). In the event of any conflict or inconsistency between the terms and conditions of the Order and any other terms and conditions described above, the terms and provisions of the Order shall prevail and be given priority. Subject to the foregoing, the several documents and instruments forming the Standard Offer Obligation are to be taken as mutually explanatory of one another and in the case of ambiguities or discrepancies within or between such parts the same shall be explained and interpreted, if possible, in a manner which gives effect to each part and which avoids or minimizes conflicts among such parts.

Contingencies:

1. Acceptance by MPUC of Proposal. Acceptance by the Maine Public Utilities Commission (the "MPUC") of this Proposal by 4:30 p.m. Eastern Prevailing Time of January 22, 2003 (the "Period"). The MPUC's acceptance must be sent by facsimile (860-665-2666) to the attention of Christopher Jordan, and time stamped within the Period.

Such acceptance shall include the award to Bidder of up to 100% of the following classes in the indicated service territories:

	<u>Proposal</u>	<u>Class</u>
I.	Fixed Price	CMP - Medium Commercial Class
II.	Fixed Price	CMP - Large Commercial Class
III.	Fixed Price	BHE - Medium Commercial Class
IV.	Fixed Price	BHE - Large Commercial Class

The MPUC may accept up to one Proposal for the Medium Commercial Class and one Proposal for the Large Commercial Class as submitted by Bidder, unless otherwise agreed to by Bidder.

Bidder will provide an incentive discount in the amount of 30 cents/MWh on both the Medium and Large Commercial Classes, provided that the MPUC awards to Bidder a percentage of each Class where such percentage for the Medium Commercial Class does not exceed that of the Large Commercial Class.

2. Standard Offer Provider Standard Service Agreement. Agreement in full by all parties, which are Bangor Hydro-Electric Company and Central Maine Power Company (“the T&Ds”) and the Provider (collectively, the “Parties”), and the MPUC to all terms and conditions of the Standard Offer Provider Standard Service Agreement as amended pursuant to current and ongoing discussion with the T&Ds and the MPUC (“Contract”). The named T&D shall execute, deliver and perform the Contract between Bidder and T&D in the form delivered to the Commission with the Proposal on or before the Proposal Expiration Date.
3. Security. Acceptance by the MPUC of the guarantee submitted with this Proposal as satisfying the conditions of Chapter 301 of the MPUC Rules and Regulations and the RFP.
4. Confidentiality of Bidder Identification. The Commission agrees not to reveal the identity of the Bidder prior to the date which is two (2) weeks after the date of the Order designating Bidder as Provider.
5. MPUC Rules; T&D Provisions. The MPUC shall, at Bidder/Provider’s request, waive the application of any change and continue to apply to Bidder/Provider the provisions, in effect as of January 2002 unless subsequent revisions are acceptable to Bidder/Provider, of the following MPUC Rules and Regulations, as well as the T&D Specific Provisions included as Exhibit A to the Contract and Section 43 (for Central Maine Power Company) and Sections 19 and 20 (for Bangor Hydro-Electric Company) of the T&D’s Terms and Conditions, throughout the Term of the Contract:

Chapter 301, § 2(A)(2)	Standard Offer Classes
Chapter 301, § 3	Eligibility and Obligations of Standard Offer Service Providers
Chapter 301, § 4(D)	Allocation of Uncollectible Accounts
Chapter 301, § 5(A)	Power Delivery
Chapter 301, § 5(B)	Billing and Metering
Chapter 301, § 5(C)	Administration and Service Connections and Terminations
Chapter 301, § 5(D)	Standard Contract
Chapter 311, § 3(B)	Annual Obligation
Chapter 321, § 4	Load Profiles
Chapter 321, § 5	Daily Estimation of Hourly Load

Chapter 321, § 7	Information Access
Chapter 322, § 3(A)(B)	Consolidated Billing
Chapter 322, § 5(C)	Meter Reading

6. Termination. Bidder's obligation to provide standard offer service may terminate upon the happening of any contingency (for which termination is a consequence) set forth in a Proposal or at the Bidder's option if the necessary Contract(s) become(s) ineffective or if the MPUC promulgates, enacts or amends any rules or regulations or otherwise causes any changes to occur which materially affect the Bidder's ability to provide Standard Offer Service including but not limited to material impact on the cost to the Bidder of providing such service; provided that the Bidder, after being notified by the Commission in a timely fashion by a Notice of Rulemaking or Notice of Proceeding sent directly to Bidder, informs the MPUC within the comment period provided for in said Notice of Rulemaking or Notice of Proceeding pursuant to MPUC procedures that a matter under consideration would have a material affect on the Bidder's ability to provide Standard Offer Service.