

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 2005-February 2006 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 Customers 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:	0.5%
Large Non-Residential Class:	1.2%

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 Providers Business Contact (or designated agent) via e-mail of the dollar amount of the monthly CNEBA adjustment. The e-mail notice will reference

the cycle bill date, the payment date and state what the non-CNEBA adjusted total payment would have been as well as what the new CNEBA adjusted payment will be. The CNEBA 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. If Provider has been designated by the MPUC to provide standard offer service to residential customers in CMP'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. By 1 p.m. of the second business day following the trading period, CMP 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 NEPOOL 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, CMP 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. On a monthly basis, CMP shall invoice Provider for the amount of electricity delivered by eligible generators. The Provider shall pay the amount of such invoice with ten (10) days of receipt. Upon receipt of payment from Provider for generation delivered by a customer with an eligible generator, CMP shall pay such customer the amount that it receives from Provider, less any fees that CMP 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 NEPOOL'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 NEPOOL 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.
6. 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. Revisions to CMP's line losses will be filed prior to March 1, 2001 as required by Chapter 321, and the revised losses will be in effect upon the MPUC's approval.

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: _____

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

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
- Restated NEPOOL Agreement
- NEPOOL Market Rules, Manuals, and Procedures
- NEPOOL OATT
- T&D Utility Transmission Tariff
- ISO Tariff
- NMISA Tariff

- Any other applicable FERC jurisdictional tariff, rate schedule or agreement