VERSANT POWER

TERMS AND CONDITIONS OF SERVICE

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Except as set forth in Sections 32 through 39, these Terms and Conditions shall apply to all customers of Versant Power (the “Company”) whether located in the Bangor Hydro District or the Maine Public District. For purposes of these Terms and Conditions, the “Bangor Hydro District” shall be the identical service area of Bangor Hydro Electric Company in effect as of December 31, 2013, and the “Maine Public District” shall be the identical service area of Maine Public Service Company in effect as of December 31, 2013

To the extent there is any conflict or inconsistency between the provisions of these Terms and Conditions, the provisions of Sections 1 through 31 shall apply and control for customers located in the Bangor Hydro District and the provisions of Sections 32 through 39 shall apply and control for customers located in the Maine Public District.

SECTION 1: CLASSIFICATION OF SERVICE

The following terms and conditions where not inconsistent therewith are a part of all rates:

1-A RESIDENTIAL SERVICE

Residential service is defined as the supply of electric service to each separate house, individual apartment, flat or living quarters occupied by a person or persons constituting a distinct household and using energy for general illumination and/or operating household appliances. Private residences taking service under residence service rate shall include private garages, stables and other outbuildings connected therewith or adjacent thereto if not used for commercial purposes and if receiving service through the same meter as the residence. Structures receiving service through a separate meter will be considered general service. Whenever in any private residence or individual apartment electricity is used for commercial as well as domestic purposes, then only in cases where the electricity used for commercial purposes is less than 20% of total use, will the residence service rate be available for all electricity consumed.

Where two or more dwelling units, each having kitchen facilities are served through a single meter and with single billing, the minimum charge for the initial block and the number of kilowatt hours, in each block will be multiplied by the number of units so served, whether occupied or not.

The rate for Residence Service also applies to a farm used only for raising grain, garden, stock, dairy, poultry and like products and not used for processing, preparing or distributing products of others, provided Customer or his responsible agent resides on the farm and service for farm purposes is through a single meter and a service entrance not exceeding 200 amperes single phase capacity for the combined domestic and farm use requirements. (Service capacity restriction is effective August 7, 1985) Additional dwelling units on farm are metered separately or supplied under terms which provide that initial and other energy blocks are multiplied by the number of family units served. In instances where a farm maintains an enterprise separate and at a point remote from his residence requiring a separate service entrance all kilowatt hours used will be billed under the applicable commercial or power rate.

1-B GENERAL SERVICE

General Service is defined as the supply of electric service with an aggregate billing demand as defined in the applicable rate schedules to offices, commercial and/or industrial establishments, institutions and any other installations, outside the scope of the Residence Service Classification.

1-C WATER HEATING SERVICE

Water Heating Service is defined as the supply of electric service to any customer using the energy for operating a storage water heater of type and capacity specified under the particular rate.

1-D POWER SERVICE

Power Service is defined as the supply of electric service with an aggregate billing demand as defined in the applicable rate schedule to any commercial or industrial customer using the energy for driving motors and/or such other purposes as may be permitted under the power rates.

1-E STREET LIGHTING SERVICE

Street Lighting Service is defined as the supply of electric service and/or equipment for park, highway, private ways and/or municipal street lighting purposes. Traffic control lighting service may be rendered under this rate providing the customer furnishes the equipment.

I. GENERAL DESCRIPTION

A. Pursuant to 35-A M.R.S.A. § 2523, the Company will provide municipalities the option to own and maintain light fixtures attached to poles owned by the Company, whether such pole is owned individually by the Company or jointly with another utility.

B. Pursuant to 35-A M.R.S.A. § 2523, municipalities requesting street lighting service may choose among three options to receive such service:

1. OPTION #1. 35-A M.R.S.A. § 2523(1)(A). The Company will provide all of the components of the street lighting system, including installation on Company poles and maintenance of such lighting system. The Company will deliver electricity to the street lighting system from a power vendor selected by the municipality. For such service, the municipality shall pay the appropriate monthly charges that reflects the total cost to provide street lighting equipment for each light and a separate charge for power delivery as more fully set forth in the Company's Street and Area Lighting Rate (G-1) for the Bangor Hydro District and Street Lighting Service Rate (SL) for the Maine Public District.

2. OPTION #2. 35-A M.R.S.A. § 2523(1)(B). The Company will install the lighting hardware and connect said lighting hardware to the power source

on its poles. All of the components of the street lighting hardware shall be selected, purchased, and owned by the municipality, as more fully set forth herein. Maintenance of all components of light fixtures will be the responsibility of the municipality or its contractor. Specific requirements and charges related to this option are set forth in Sections II, IV, V, VI, and VII below and in provisions related to Energy-Only Lighting Service in the Company's Municipal Street Lighting Rate (G-2) for the Bangor Hydro District and Municipal Street Lighting Rate (SL-1) for the Maine Public District.

3. OPTION #3. 35-A M.R.S.A. § 2523(1)(C). The Company will connect to its distribution system light fixtures owned and installed by the municipality on Company poles. Maintenance of all components of light fixture and mounting hardware will be the responsibility of the municipality or its contractor. Specific requirements and charges related to this option are set forth in Sections III, IV, V, VI, and VII below and in provisions related to Energy-Only Lighting Service in the Company's Municipal Street Lighting Rate (G-2) rate for the Bangor Hydro District and Municipal Street Lighting Rate (SL-1) for the Maine Public District.

C. Usage and Operating Hours: Street light usage and hours of operation will be determined based on the Company's dark-hour tables and profiles. The Company may consider alternate methods of determining usage and operation hours if the municipality acquires technology that facilitates these methods, such as real-time metering data and intelligent controls.

II. COMPANY INSTALLATION AND MUNICIPAL OWNERSHIP AND MAINTENANCE (OPTION #2)

A. The municipality will provide, own, and maintain the street lighting bracket, luminaire, lamp, photocell, fuse, fixture conductor wire, hardware, and controls for each lighting unit.

B. All street light fixtures and equipment provided by the municipality for installation by the Company on the Company's system shall be free from all defects and shall in no way jeopardize the Company's electric distribution system, as determined solely by the Company. A municipality shall make any request to the Company to install, remove, or relocate street light equipment in writing, and on an approved form for acceptance by the Company. If the Company denies a light at a specific location, the municipality may file an appeal with the Maine Public Utilities Commission within 21 days of the Company's denial.

C. All components of the street lighting equipment, including the bracket, luminaire, lamp, photocell, fuse, fixture conductor wire, hardware, and controls, shall be of an accepted type for normal use by the Company. Street lighting equipment requires initial approval by the Company before use. Once the street lighting equipment has been approved, the Company will not require additional approval to use that equipment as a replacement street light in a location where a street light already exists, provided that the replacement light has a similar or lesser weight and wind profile as the light being replaced. Any new light location must be approved by the Company before the street light equipment is placed.

D. The Company will apply charges for connection and installation of street lighting equipment as set forth in Section VII below.

E. For each street light fixture owned by a municipality and located on utility poles owned by the Company, the municipality shall take Delivery Service for such fixture in accordance with the Company's Municipal Street Lighting Rate (G-2) for the Bangor Hydro District and Municipal Street Lighting Rate (SL-1) for the Maine Public District.

F. A municipality may not perform routine maintenance, as that term is defined in the Municipality-Owned Street Lighting Agreement, on the street lighting fixtures and equipment without providing the Company with specific notice each time such routine maintenance is performed, until such time as the municipality has executed a Municipality-Owned Street Lighting Agreement, as described in Section VI(A), with the Company. At such time, the municipality has no obligation to provide individual notice to the Company prior to undertaking such routine maintenance.

III. MUNICIPAL OWNERSHIP, INSTALLATION, AND MAINTENANCE (OPTION #3)

A. The municipality will provide, own, install, and maintain the street lighting bracket, luminaire, lamp, photocell, fuse, fixture conductor wire, hardware, and controls for each lighting unit. Street lighting conductors will be owned and maintained by the Company.

B. All street light fixtures and equipment provided by the municipality for installation on the Company's system shall be free from all defects and shall in no way jeopardize the Company's electric distribution system, as determined solely by the Company. Prior to the installation, removal, and relocation of any street light equipment or fixtures, a municipality shall notify the Company in writing on a form approved by the Company. If the Company denies a light at a specific location, the municipality may file an appeal with

the Maine Public Utilities Commission within 21 days of the Company's denial.

C. All components of street lighting equipment, including the bracket, luminaire, lamp, photocell, fuse, fixture conductor wire, hardware, and controls, shall be of an accepted type for normal use by the Company. Once the street lighting equipment has been approved, the Company will not require additional approval to use that equipment as a replacement street light in a location where a street light already exists, provided that the replacement light has a similar or lesser weight and wind profile as the light being replaced. Any new light location must be approved by the Company before the street light equipment is placed on a pole.

D. A municipality may not perform routine maintenance, as that term is defined in the Municipality-Owned Street Lighting Agreement, on the street lighting equipment without providing the Company with specific notice each time such routine maintenance is performed, until such time as the municipality has executed a Municipality-Owned Street Lighting Agreement, as described in Section VI(A), with the Company. At such time, the municipality has no obligation to provide individual notice to the Company prior to undertaking routine maintenance.

E. The Company will apply charges for connection and installation as set forth in Section VII below.

F. For each street light fixture owned by a municipality and located on utility poles owned by the Company, the municipality shall take Delivery Service for such fixture in accordance with the Company's Municipal Street Lighting Rate (G-2) for the Bangor Hydro District and Municipal Street Lighting Rate (SL-1) for the Maine Public District.

IV. MAINTENANCE REQUIREMENTS FOR MUNICIPALITIES

A. Any contractor or municipal employee utilized by a municipality to perform street light maintenance work on Company poles shall be properly trained, certified, licensed, and insured prior to performing such work. Such work shall be performed in accordance with all applicable federal, state, and local laws, regulations, safety codes, ordinances, and Company safety requirements. In particular, a municipality or its contractor may not install a fixture head or inline fusing unless the Company has first disconnected electric power to the applicable light fixture. Disconnection by the Company to replace a fixture head is not required after an inline fuse has been installed. Prior to the commencement of any work on Company poles, the municipality

shall provide written certification of contractor and employee qualifications to the Company.

B. Minimum qualifications for municipal employees or municipal contractors working on street lights are:

- Must hold a current Maine electrician's license
- Working appropriately under license (Master electrician, or Journeyman working for a Master electrician)
- Meet OSHA (1910.269) standards
- Have training re Maine High Voltage Safety Act (OSHA 1910.269)
- Trained and certified under NFPA 70E
- IMSA Certification

C. Power connection made to utility infrastructure is only to be done by the Company. Work involving only replacing a photo cell or light bulb does not require inline fusing and does not require disconnection prior to the municipality or its contractor performing such work. A municipality does not need to notify the Company prior to replacing a photo cell or light bulb.

D. Under Options 2 and 3, all existing fixtures must have inline fusing within ten (10) years of the date that the municipality acquires them. The municipality must install an inline fuse or provide the Company with a fuse for installation pursuant to the maintenance service fees in Section VII any time a light fixture requires service beyond a standard photocell, bulb, or lens replacement and an inline fuse has not already been installed. All newly installed fixtures must have inline fusing when installed. Street lights will be set to operate in the "Fail Off" mode which can be phased in over the same ten (10) year period. All new fixtures will be installed to operate in the "Fail Off" mode.

E. For municipalities selecting Option #2, a municipality may request, and the Company may agree, that the Company provide maintenance service for street lights owned by a municipality. Pricing for such maintenance service will be as set forth below in Section VII.

F. As a condition of installing any lighting equipment and fixtures on Company poles or performing any street lighting maintenance on Company poles, the municipality shall at all times maintain in place $1 million of excess liability insurance with the Company named as an additional insured. Municipalities shall indemnify the Company from any liability, costs, and expenses associated with the municipality ownership and/or maintenance of any street lights and street lighting fixtures and equipment in its service territory. The municipality is not required to indemnify maintenance or other work performed

by the Company or its contractors, even if this maintenance is undertaken on behalf of the municipality.

V. PURCHASE OF EXISTING EQUIPMENT

Municipalities that maintain their own street lights must purchase all of the street lights in the municipality. The purchase may be phased in over a three-year (3) period. The Company may consider allowing municipalities to purchase a portion of the street lights on a case-by-case basis if the proposed portion would not result in confusion regarding ownership and maintenance obligations, as determined solely by the Company. If the municipality and the Company cannot agree on the street light purchase, the dispute shall be referred to the Commission to resolve. The price for any such purchase shall be based on net present value.

VI. MISCELLANEOUS PROVISIONS

A. MUNICIPALITY-OWNED STREET LIGHTING AGREEMENT

Prior to owning, installing, or maintaining any street lights located on Company poles, whether by itself or by its selected contractor, a municipality shall be required to execute a standard Municipality-Owned Street Lighting Agreement with the Company. The Municipality-Owned Street Lighting Agreement may require, among other things:

1. Street Lighting Equipment and Routine Maintenance Definitions
2. Ownership
3. Maintenance of Street Lighting Equipment
4. Connection and Disconnection Procedures
5. Installation, Removal, Replacement, Relocation, and Transfer Requirements
6. Billing and Payment Schedule
7. Insurance and Indemnification Requirements
8. Exhibit showing description and location of street lights within municipality

If the municipality and the Company have entered into said agreement, the municipality will not need to provide individual notice for routine maintenance work on street lights on Company-owned poles.

B. PERIODIC AUDITS

The Company may conduct periodic audits of the municipality's street light system to ensure that the Company has the correct data on number, type,

and size of street lights reported to the Company by the municipality. The audit will be performed at the Company's expense, unless the audit determines that the municipality is installing unapproved street light fixtures or making changes to the street light system without reporting the change, when reporting is required. In this case, the municipality would be responsible for the reasonable costs of conducting a full audit to determine the extent to which this information was improperly reported. The Company will coordinate with the municipality prior to conducting an audit.

C. RESOLUTION OF DISPUTES

Any disputes regarding the rights or obligations of the Company or a municipality under these Terms and Conditions shall be referred to the Maine Public Utilities Commission for resolution. Neither the Company nor a municipality may petition the Maine Public Utilities Commission to initiate such dispute resolution procedures unless the parties have first attempted in good faith to resolve the dispute.

D. EXISTING AGREEMENTS

These Terms and Conditions are not intended to affect agreements with municipalities made prior to the effective date of this Section.

VII. CHARGES FOR MAINTENANCE SERVICES

A. Minimum Charges: The Company will charge a minimum of $300.00 during non-business hours for making repairs or restoring service to private line. The Company reserves the exclusive right to re-energize lines. The appropriate minimum charges will apply for re-energizing a Privately Owned Line Extension.

B. Time and Material Rates:

1. Line Worker or Electrician*

Straight Time	$124.38	Per hour
Overtime (1 ½)	$186.56	Per hour
Double Time	$248.75	Per hour

2. Engineer or Supervisor*

$124.44	Per hour

3. The Company will charge materials at the fully loaded cost of the item(s), installation costs, transportation, and labor.

*The above rates include transportation and labor costs.

SECTION 2: SERVICE LIMITATIONS

2-A CHARACTER

Electric energy of the characteristics available in the locality in which the premises to be served are situated will be supplied. The Company reserves the right to refuse service which requires characteristics not standard with the Company.

2-B SINGLE-POINT DELIVERY

The rates named in this Rate Schedule for each class of service are based upon the supply of the service to one entire premise through a single delivery or metering point. Separate supply for the same Customer at other points of consumption shall be separately metered and billed except that in cases where the Company for its own convenience, installs more than one meter for the same Customer, the meter readings and billings may be cumulated. The Company shall not be required to install a service or meter for a garage, stable or other outbuildings so located that it may be supplied with electricity through a service and meter in the main building.

2-C COMPLIANCE WITH AVAILABILITY

The use of the Company's service shall not be for any purpose other than that covered by the character of service provisions of the Rate under which service is supplied or by any part of the Terms and Conditions which may be applicable.

2-D SERVICES WITH CONNECTED LOADS IN EXCESS OF 50 KVA

Where the connected load to be served exceeds 50 kilovolt amperes the Company may at its option require the Customer to arrange his wiring to receive polyphase service.

2-E MOTORS

The Company reserves the right to refuse the supply of service to single-phase motors of individual rating in excess of three (3) horsepower and to polyphase installations aggregating less than five (5) horsepower.

2-F A.C. ARC WELDERS

Before service is connected, the Company will require a Customer to obtain specific permission from the Company for the installation of an A.C. Arc Welder. The Company

reserves the right to refuse the supply of service to A.C. Arc Welders which cause interference or disturb the quality of service to other customers.

2-G POWER SUPPLY VOLTAGE

The Company reserves the right to limit the Customer's supply to one-power voltage.

SECTION 3: CUSTOMER'S INSTALLATIONS

3-A APPLICATION FOR ELECTRIC SERVICE

Application for electric service may be made by telephone during the Customer Contact Center's standard business hours. Notwithstanding the foregoing, the Company may require the customer/applicant to apply for service in person and/or provide positive identification prior to processing an application. When making application, the customer/applicant shall give the exact location of the premises and the type of service desired.

3-B CHARGES FOR ESTABLISHMENT OF SERVICE

INITIAL CONNECTION OF SERVICE. Applicants requesting connection of service during the same business day the application for service is made will be charged $61.00 for the establishment of service. Applicants requesting connection on the next business day or later will be charged $18.00 for the establishment of service. Applicants requesting same-day service will be informed at the time of their request of the lower-cost, next-day service and given the option of waiting until the next business day for connection.

RECONNECTION OF SERVICE. A charge of $18.00 will be made for the reconnection of a customer who was disconnected for non-payment during normal business hours. This normal business hours charge will apply for all requests to reconnect service made by 3:30 p.m. even if the actual connection or reconnection occurs later than that time. An after-hours fee of $61.00 will be charged to customers contacting the Company after 3:30 p.m. to request reconnection of service on the same day. These customers will be informed of the $61.00 after-hours charge and given the option of waiting until the next business day for reconnection of service at the lower $18.00 charge.

TRANSFER OF SERVICE. Customers requesting a transfer of service during the same business day the request to transfer is made will be charged $61.00 for the connection of the new service. Customers requesting connection on the next business day or later will be charged $18.00 for the connection of the new service. Customers requesting same-day service will be informed at the time of their request of the lower-cost, next-day service and given the option of waiting until the next business day for connection.

3-C POINT OF DELIVERY

Upon request, the Company will designate a point at which the Customer shall terminate his wiring and facilities for connection to the service supply lines of the Company.

3-D RELOCATION OF DELIVERY POINT

In the event that the Company is required to place underground any portion of its distribution system or is required to change the location of any poles or its overhead distribution system, a new point of delivery will, if necessary, be designated by the Company and the Customer may be required, at his own expense, to make any change in his wiring system necessary in connection therewith.

3-E METER LOCATION

The Customer shall furnish upon his premises the necessary space and provide suitable foundations, support, housing and wiring for any transformers, rotary converters, switching arrangements, motors and other apparatus required in connection with the supply of electricity whether the same is furnished by the Customer or the Company. Such foundations, supports, housing and wiring shall be in conformity with the Company specifications and subject to its approval.

3-F OVERHEAD SERVICE CONNECTION

Wiring of any premises for connection to overhead lines must be brought outside of the building-wall to a location designated or approved by the Company at which point the service entrance wiring must extend at least 3 feet for attachment to the Company's service supply lines.

3-G UNDERGROUND SERVICE CONNECTIONS

Whenever a Customer elects to have service provided by an underground secondary line directly from a Company owned primary pole line or from existing Company underground facilities, the Customer shall provide, install and maintain all the conductors, conduits, clamps and associated equipment necessary in order to provide a contiguous installation from the source on the Company's pole (or, as the case may be,

from its underground facilities) to the Customer's service entrance equipment; provided that the Company only will install, at no cost to the Customer for labor, equipment provided by the Customer on poles that have energized electric circuits. Costs associated with maintenance or repair of portions of the underground service connection on Company owned poles will be the responsibility of the Customer. The Company will charge Customers for making repairs or restoring service to an underground service in accordance with the rates in Section 5-E.1(7) a), b), and c). The Company reserves the exclusive right to re-energize underground services on Company owned poles. The appropriate minimum charges will apply for re-energizing an underground service when the re-energization occurs due to failures of the Customer's equipment.

3-H SERVICE ENTRANCE

The Customer shall furnish and install upon his premises such service and meter switch or circuit breaker as shall conform with specifications issued from time to time by the Company, and it shall be a condition precedent to the initial and/or continuing supply of electricity by the Company that the Company may seal such service and meter switch and adjust, set and seal such circuit breaker and that such seals shall not be broken and that such adjustments or settings shall not be changed or in any way interfered with by the Customer.

3-I WIRING

The Customer's wiring, apparatus and equipment shall, at all times, conform to the requirements of any constituted authorities and to those of the Company, and the Customer shall keep such wiring, apparatus and equipment in proper repair as a condition of continuing supply. The Company will not be required to install service supply lines prior to the time that the wiring of the service entrance is actually completed.

3-J SERVICE DROP

The Company will provide the Service Drop and associated hardware and equipment at no charge to the Customer up to, but not including, the first service pole. Costs for all poles and for wires beyond the first service pole will be the responsibility of the Customer. Design of the Service Drop will be in accordance with the Company's Standards and at the discretion of the Company's representative.

3-K NET ENERGY BILLING FACILITIES

Effective Date and Certificates of Completion

Each customer electing to participate in net energy billing must complete and return the necessary net energy billing and interconnection application forms and agreements, which are available on the Company's website at www.versantpower.com. When the customer's application for the facility has been approved and the customer has signed all necessary agreements, the customer must submit a Certificate of Completion before the facility can begin operating. This Certificate of Completion is available with the application materials on the Company's website. Customers must also provide a line diagram with the Certificate of Completion that illustrates the facility's systems as installed, the total DC loads, and the total loads on the critical load panels. The line diagram should be completed by the electrician responsible for the facility's installation and associated wiring, the invertor, and all the customer loads (AC and DC).

For the purposes of Maine Public Utilities Commission Rule Chapter 313, Section 3(H), the effective date for the facility will be the date that the Company receives the completed Certificate of Completion. To the extent that the Company receives the completed Certificate of Completion prior to the customer submitting a signed net energy billing agreement, the effective date will be the date that the Company has both the signed net energy billing agreement and the Certificate of Completion.

Some municipalities require that municipal officials inspect and sign off on installations before a generation facility begins operating. In this case, the Company will be unable to provide net energy billing credits for the customer's facility until it has received confirmation from the municipal officials that the facility has been approved. The effective date for the facility will remain the date that the Company receives the Certificate of Completion for purposes of determining the facility's nettable output percentage pursuant to Chapter 313 regardless of when the facility begins generating.

Transfer of Facility Ownership

Customers with net energy billing facilities that transfer the ownership of their facility may transfer their net energy billing and interconnection agreements with the Company to the new owner. For the purposes of determining the percent of the facility's output that is nettable pursuant to Chapter 313, Section 3(F), the effective date of the facility will not change as a result of any transfer in ownership.

Customers transferring their existing agreements must notify the Company in writing of the transfer, and the new owner must agree to be bound by the terms of the agreement being transferred. The Notice of Facility Transfer document is available on the Company's website and must be signed by both the previous owner and the new owner. Credits accrued for the facility by the current facility owner will not be transferred to the new owner's accounts.

Facility Expansions

If after entering into a net energy billing and interconnection agreement with the Company the customer chooses to expand the facility, the customer must notify the Company by submitting a new application form and agreements for the total AC capacity of the facility after the expansion. Customers will have to follow the interconnection rules of Chapter 324, and the facilities may have to undergo new studies pursuant to Chapter 324. Customers must also file revised Certificates of Completion and line diagrams.

A customer may expand their generation facility up to a total of 50% of the original facility AC capacity over the course of the facility's life and retain the original facility effective date. Expanding facilities may not exceed the maximum facility size set forth in Chapter 313 of the Commission's rules. Facilities that add AC capacity and exceed the 50% cap for expansions under this term will lose the original effective date for the entire facility and will be granted a new effective date for purposes of determining which net energy billing nettable output they are entitled to pursuant to Chapter 313 of the Commission's rules.

For the purposes of this section, an expanded net energy billing facility is a facility that is adding additional AC capacity to an existing inverter or an additional inverter that will be connected to the same meter as the existing facility equipment.

SECTION 4: CREDIT

4-A PAYMENT OBLIGATION - GENERAL

The supply of service for any purpose at any location is contingent upon payment of all charges provided for in this Rate Schedule as applicable to the location and the character of service. Other terms including deposit requirements, late payment charges, and disconnection of service for non-payment are governed by several Maine Public Utilities Commission Rules and Regulations, namely:

Chapter 815 - Consumer Protection Standards for Electric and Gas Transmission and Distribution Utilities
Chapter 870 - Late Payment Charges, Interest Rates to be Paid on Customer Deposits, and Charges for Returned Checks

Copies of these Rules and Regulations hereinafter referred to as Chapters 815 and 870 of the Commission's Rules and Regulations are available for inspection at any Company business office. Bills for residential utility service shall be due twenty-five (25) days after the postmarked date of the bill in accordance with Section 8 - Chapter 815 of the Commission's Rule and Regulations. Bills for non-residential utility service shall be payable upon receipt. No bill shall be subject to discount.

4-B GUARANTEE OF PAYMENTS

Residential Accounts:

The Company may require a deposit as security for the payment of bills and compliance with the Terms and Conditions as a prerequisite to the rendering or continuing of residential utility service by the Company in accordance with Section 7 - Chapter 815 of the Commission's Rules and Regulations as in effect on the effective date hereof or as amended from time to time hereafter.

Non-Residential Accounts:

The Company may require a deposit as security for the payment of bills and compliance with the Terms and Conditions as a prerequisite to the rendering or continuing of non-residential utility service by the Company in accordance with Section 7 - Chapter 815 of the Commission's Rules and Regulations as in effect on the effective date hereof or amended from time to time hereafter.

4-C AMOUNT OF DEPOSIT

Residential Accounts:

The amount of the deposit for residential utility service shall be determined in accordance with the provisions of Section 7(E) - Chapter 815 of the Commission's Rules and Regulations as in effect on the effective date hereof or as amended from time to time hereafter.

Non-Residential Accounts:

The amount of the deposit for non-residential utility service shall be determined in accordance with the provisions of Section 7(E) - Chapter 815 of the Commission's Rules and Regulations as in effect on the effective date hereof or as amended from time to time hereafter.

4-D REFUND OF DEPOSIT

Residential Accounts:

Refund of deposits for residential utility service shall be determined in accordance with Section 7(I) - Chapter 815 of the Commission's Rules and Regulations as in effect on the effective date hereof and amended from time to time hereafter.

Non-Residential Accounts:

Refund of deposits for non-residential utility service shall be determined in accordance with Section 7(I) - Chapter 815 of the Commission's Rules and Regulations as in effect on the effective date hereof and amended from time to time thereafter.

4-E INTEREST ON DEPOSITS

The Company will pay interest on all customer deposits in accordance with Section 2-Chapter 870 of the Commission's Rules and Regulations as in effect on the effective date hereof or as amended from time to time hereafter.

4-F LATE PAYMENT CHARGE

All customers having bills not paid within twenty-five (25) days from the postmark date of the bill shall be subject to a late payment charge. The late payment charge shall be the maximum rate allowed under Chapter 870 of the Commission's Rules and Regulations as in effect on the effective date hereof or as amended from time to time hereafter.

4-G DISCONNECTION OF SERVICE FOR CAUSE

Residential Accounts:

The disconnect of residential customers for cause shall be governed by Chapter 815 of the Commission's Rules and Regulations as in effect on the effective date hereof or as amended from time to time hereafter.

Non-Residential Accounts:

The disconnect of non-residential customers for cause shall be governed by Chapter 815 of the Commission's Rules and Regulations as in effect on the effective date hereof or as amended from time to time hereafter.

4-H COLLECTION CHARGE

When an employee is sent to the Customer's premises for the purpose of disconnecting service and the Customer tenders payment in full of the bill to prevent disconnection, the employee shall either accept payment, give a receipt and leave the service intact, or else, without disconnecting, direct the Customer to go to the utility's nearest office within a reasonable time and tender payment there. The employee must know the full amount to be paid but shall not be required to make change or negotiate payment arrangements. When payment is made under these circumstances, the Company will charge the Customer an amount not to exceed $10.00.

4-I CHARGE FOR RETURNED CHECKS

Customers whose checks have been returned to the Company by financial institutions for non-payment shall be subject to a charge of $5.00 per check.

4-J SINGLE-METER, MULTI-UNIT DWELLINGS

In cases of disconnection of single-meter, multi-unit dwellings in which the Customer is the landlord, in addition to any other applicable fees, the landlord shall be required to pay a collection fee of $50.00. In addition, the Company may require each dwelling unit to be individually metered at the landlord's expense before service will be restored.

4-K ELECTRONIC BILL PAYMENT

The Company may institute a program whereby customers may pay any amounts owed the Company for service by using a credit card, debit card, ACH (automated clearinghouse) or pre-authorized draft (collectively, electronic bill payment). The

Company or any vendor retained by the Company to process any payments by electronic bill payment may charge customers a fee for processing payments, so long as the customer is informed of the specific amount of the fee prior to making the payment.

4-L PAYMENT OPTIONS

The Company may institute a payment option whereby customers can pay amounts owed the Company at payment agencies. The Company or any vendor retained by the Company may charge a fee of $1.00 to process any payments made at a payment agency. The Customer must be informed of the specific amount of the fee prior to making the payment.

SECTION 5: LINE EXTENSIONS

5-A.1 INTRODUCTION AND APPLICABILITY

Section 5 sets forth the Company's terms, conditions and requirements applicable to electric distribution line extensions ("Line Extensions") constructed within the Company's service territory. Line Extensions shall include (i) Single Phase and Polyphase Overhead Line Extensions and (ii) Single Phase and Polyphase Underground Line Extensions.

This Section 5 shall be subject to and governed by Chapter 395 of the Maine Public Utilities Commission's Rules and Regulations ("Chapter 395") and any matter not specifically addressed by Chapter 395 will be subject to the relevant provisions of these terms and conditions. Chapter 395 in its entirety is hereby incorporated into these terms and conditions by this reference. This Section 5 replaces in its entirety Section of to the prior terms and conditions effective August 15, 2020 and approved in dockets 2020-00206 and 2012-00571.

Without limiting the foregoing, the provisions of this Section 5 apply to the following:

1. All Line Extensions constructed by the Company on or after the effective date of Chapter 395 (April 1, 2013).

2. All Privately-Owned Line Extensions constructed on or after the effective date of Chapter 395.

3. All Privately-Owned Line Extensions where transfer of ownership to the Company occurs on or after the effective date of Chapter 395, whether constructed prior to or after such effective date.

As set forth in Chapter 395, a Line Extension shall not include a Service Drop (as defined in Chapter 395.

5-A DEFINITIONS

The capitalized terms used in this Section 5 shall have the meaning set forth below and in Section 1 of Chapter 395. Where a conflict in definition of a term may arise, the definition of the term set forth in Chapter 395 will govern the interpretation.

ADVANCE ENGINEERING FEES.

A Contribution in Aid of Construction equal to 10% of the estimated cost of construction required to be paid in advance by a Developer to the Company prior to the commencement of engineering and design whenever the estimated cost of construction exceeds five thousand dollars ($5,000) (inclusive of CIAC Tax charges).

ADVANCE PAYMENT FOR SPECIALIZED MATERIALS AND EQUIPMENT.

A nonrefundable advance payment required by the Company to cover the cost of specialized materials or equipment purchased or leased by the Company specifically to serve the Customer or Developer; provided, however, that in the event of cancellation by the Customer or Developer, the Company shall refund any amount in excess of the amount recovered by the Company, if any, from the sale or return of the equipment.

CARRYING CHARGE.

The finance charge applied to the CIAC and CIAC Tax which is used to compute the monthly surcharge when the Customer has, prior to the Effective Date, entered into a monthly surcharge arrangement in lieu of an up-front payment of the CIAC and CIAC Tax. The charge is the Company's pre-tax, weighted average cost of capital as determined in the most recent distribution cost rate case, or stranded cost rate case if approved subsequent to the distribution cost rate case and the Commission's decision in the distribution cost rate case is greater than twelve months old.

CIAC TAX.

An amount calculated pursuant to Chapter 395, § 7(E)(1)(a-e) based on the net present value of federal and state income taxes for which the Company is liable on account of any Contribution in Aid of Construction payable to the Company by the Customer or Developer at the time of (i) the construction the Line Extension by the Company in accordance with Sections 5-B, 5-C and 5-D hereof; or (ii) the transfer of a Privately-Owned Line Extension by a Customer in accordance with Section 5-E hereof.

COMPLIANCE AND UP G RA DE COST(S).

The term “Compliance and Upgrade Cost(s)” shall mean and include all costs, paid or incurred by the Customer or the Company to bring a Privately-Owned Line Extension into compliance with the Company's Utility Line Construction Standards together with any and all costs of easements, permits and consents, and any additional actual, interconnection costs and Company owned distribution facility upgrade costs, private line inspection fees, or relocation of private facilities due to state, municipal, or other requirements or other costs associated therewith. Such costs include without limitation all costs as set forth in Chapter 395 §7 (E). These costs, with the exception of Trim, are subject to the CIAC Tax when incurred in order to permit transfer of ownership of the Line Extension to the Company.

CONSTRUCTION STANDARD(S).

The term “Construction Standards,” “Utility Line Construction Standards” or “Standard (s)” shall mean the Company’s construction and installation requirements and standards pertaining to a Line Extension, including without limitation any equipment, construction, installation and certification standards, any standards adopted pursuant to Chapter 395, applicable National Electric Safety Code standards, and Company safety and electric service standards.

CONTRIBUTION IN AID OF CONSTRUCTION (CIAC).

The term “Contribution in Aid of Construction” or “CIAC” as used in these terms and conditions shall have the meaning set forth in Chapter 395 § 1 and shall mean and include all (i) reimbursements and payments to the Company for Line Extension Costs, Trim Costs, Ledge Costs and Compliance and Upgrade Costs; (ii) all cost of a Line Extension transferred to the Company by the Customer or Developer as permitted or required by Chapter 395 § 7, together with and without limitation any Compliance and Upgrade Costs and without limitation any costs and contributions associated with or necessitated by the transfer, all costs required under Chapter 395 §7 D, and any Compliance and Upgrade Costs, (iii) all as may be adjusted for any reallocation or adjustments permitted or required under these terms and conditions.

The CIAC Tax shall be in addition to the above described CIAC.

DEVELOPER.

The term “Developer” shall mean the owner or developer of a Development (as defined in Chapter 395).

DEVELOPMENT POLICY.

The line extension policy applicable to any Line Extension of Single Phase Overhead, Polyphase Overhead, or Underground Distribution facilities in a Development prior to the time that a Permanent Customer contracts for service to be provided by means of the new extension as set forth in Section 5-D of these terms and conditions.

EFFECTIVE DATE.

The term Effective Date shall mean the effective date of these terms and conditions (provided that when the term is uncapitalized and expressly referring to the effective date of Chapter 395 such term shall mean the applicable effective date of Chapter 395).

LEDGE.

The removal of rock and ledge, as the Company determines is needed, from the specific location of the proposed line extension.

LEDGE COST(S).

The term “Ledge Cost” shall refer to the actual construction cost (including without limitation, labor, materials and third party contractor charges) paid or incurred by the Company and charged to a Customer for Ledge work performed by (or on behalf of) the Company in connection with a Line Extension. The Ledge Cost shall be reported to the Commission annually in accordance with Chapter 395, Section 10. Such Ledge Cost shall be charged in the manner referenced in these terms and conditions and the Company’s applicable schedule of Line Extension rates and charges.

LINE EXTENSION.

A Line Extension shall have the meaning set forth in the first paragraph of these terms and conditions and (i) Single Phase and Polyphase Overhead Line Extensions and (ii) Single Phase and Polyphase Underground Line Extensions.

LINE EXTENSION AGREEMENT.

The term “Line Extension Agreement” shall mean, as applicable, the Company’s standard line extension agreement(s) filed with the Maine Public Utilities Commission in accordance with Chapter 395 § 6 (B)(6) which sets forth the obligations of the Customer (or Developer) and which must (i) to be entered into by the Customer/Owner of a Privately-Owned Line Extension or (ii) by a Developer with respect to a Line Extension in a Development, as required of these terms and conditions and Chapter 395.

LINE EXTENSION COST(S).

The term “Line Extension Cost” shall refer to the construction cost of a Single Phase, Polyphase or Underground Line Extension, as the case may be, incurred by the Company and charged by the Company to a Customer for Line Extension work performed by the Company. The Line Extension Costs shall be calculated to include all costs of construction, including pole and pole set costs, wires, engineering costs, construction costs, transportation costs, materials costs, labor costs, subcontractor costs, costs to interconnect, and upgrade the existing distribution system, costs to acquire joint ownership interest, and easement and permit costs. The Line Extension Cost shall be reported to the Commission annually in accordance with Chapter 395, Section 10. Such Line Extension Cost shall be reflected and charged to the Customer on a per foot of Line Extension basis as referenced in the Company’s applicable schedule of Line Extension rates and charges. The Line Extension Cost shall exclude and therefore be in addition to Trim Cost, Ledge Cost, and CIAC Tax also charged by the Company to a Customer for Line Extension work performed by the Company. The Line Extension Cost shall not include the cost of a Service Drop.

OWNER.

Any person who has title to a Privately-Owned Line Extension and who owns or has an identifiable legal interest in the premises served by the Line Extension.

PERMANENT CUSTOMER.

The term “Permanent Customer” or “Customer” as used in these terms and conditions shall mean for purposes of this Section, an individual or entity that is an electric delivery service customer of the Company and contracts with the Company for electric service to an installation of a permanent nature which is located on property owned by the customer. Customers who meet the property ownership condition may qualify as Permanent Customers by signifying their intent to construct a permanent service installation within six months of the date of contracting for service. Customers can satisfy the property ownership condition by showing evidence of interest in the property by virtue of a lease or other sufficient legal interest with duration of at least ten years. Installations of mobile homes will be considered permanent in nature provided they are installed on the customer's property and have independent or publicly supplied water and sewage connections, or are installed within the confines of a mobile home park.

POLYPHASE OVERHEAD DISTRIBUTION.

Poles, wires, and fixtures associated with the provision of primary voltage polyphase service at the Company's standard voltages up to and including voltage levels of 34,500 volts.

PUBLIC WAY.

The term “Public Way” shall have the same meaning as set forth in Chapter 395 § 1.

SINGLE PHASE OVERHEAD DISTRIBUTION.

Poles, wires, and fixtures associated with the provision of primary voltage single phase service at the Company's standard voltages up to and including voltage levels of 19,900 volts.

STANDARD CONSTRUCTION.

Construction of Single Phase Overhead Distribution or Polyphase Overhead Distribution on or along roadways and driveways that are of suitable width to

Privately- Owned Line Extension, the Company shall determine the Utility Line Construction Standard applicable to the Line Extension in accordance with the Company's Standards and Chapter 395 § 3.

STANDARD POLICY.

The Line Extension policy applicable to any Permanent Customer requiring the extension of the Company's Single Phase Overhead, Polyphase Overhead, or Underground Distribution facilities as set forth in Section 5-B and 5-C of these terms and conditions.

TRIM.

Removal or trimming of vegetation, including trees where necessary, from the specific location of the proposed Line Extension in order (1) to facilitate construction of the line, and (2) to ensure that the new line, when constructed, will have adequate clearances, consistent with the Company's Standards. Customer charges for Trim are based on an estimated cost.

TRIM COST(S).

The term "Trim Cost" shall refer to the actual trimming or vegetation removal and related construction cost (including without limitation, labor, materials and third party contractor charges) paid or incurred by the Company and charged to a Customer for Trim work performed by (or on behalf of) the Company in connection with a Line Extension. The Trim Cost shall be reported to the Commission annually in accordance with Chapter 395, Section 10. Such Trim Cost shall be charged in the manner referenced in these terms and conditions and any of the Company's applicable schedule of Line Extension rates and charges.

UNDERGROUND DISTRIBUTION.

Cables, Conduits, and fixtures installed below the surface of the earth and associated with the provision of Single Phase service (up to and including voltage levels of 19,900 volts) or Polyphase service (up to and including voltage levels of 34,500 volts), exclusive of any required excavation, trenching, and
foundations.

5-B STANDARD POLICY FOR COMPANY CONSTRUCTED OVERHEAD LINE EXTENSIONS IN THE PUBLIC WAY

5-B.1 APPLICABLITY

This "Standard Policy" for Overhead Line Extensions applies to one or more Permanent Customers requiring the extension of Single Phase or Polyphase Overhead Distribution Line Extension facilities in the Public Way, including on or along a roadway where (i) permits and/or suitable right-of-way easements are available at no out-of-pocket costs to the Company (and to any Permanent Customer who agrees to reimburse the Company for out-of-pocket cost by providing a Contribution In Aid of Construction); and, (ii) where the Company has determined that Standard Construction by the Company is possible.

5-B.2 OWNERSHIP

Except as permitted by Chapter 395 § (6) (B) (1) for single customer service, the Company shall construct and own all Line Extensions located in the public way.

5-B.3 CONSTRUCTION BY COMPANY

Under this policy, the Company will construct a Standard Construction Line Extension to extend its Single Phase or Polyphase Overhead Distribution facilities in the Public Way to provide electric service to a Permanent Customer in accordance with its applicable Standards and these terms and conditions. The Customer shall have applied for electric service in accordance with the Company's standards and policies in conjunction with and prior to the Line Extension work.

5-B.4 APPLICATION

The Permanent Customer (s) shall apply for the Line Extension in accordance with the Company's customer service and line extension application process, standards and forms in effect at the time of the request for the customer service necessitating the Line Extension.

5-B.5 LINE EXTENSION AGREEMENT; PAYMENT OF COSTS

The Permanent Customer(s) shall enter into a Line Extension Agreement and shall pay all costs applicable to the Line Extension constructed under this Section 5-B, including

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the applicable Contribution in Aid of Construction (inclusive of the Line Extension Costs, and any Trim Cost and Ledge Cost) and the CIAC Tax, all in accordance with the Company's payment terms in effect at the time of the Line Extension work.

Under no circumstances will all or any portion of an amounts paid pursuant to this Section be subject to refund. The above payments shall be paid in advance of any construction work based upon an estimate prepared by the Company, unless otherwise required by the Company, and may be subject to a final true up to actual cost following the completion of the construction work, all in accordance with the Company's method of payment terms in effect at the time of the Line Extension work.

To the extent the Company determines necessary, the Company may require a specified Advance Payment for Specialized Materials and Equipment payable prior to the Line Extension work.

Trim Costs collected from a Customer in excess of actual costs are returned to the Customer within 60 days of completion of the Customer's Line Extension.

5-B.6 ADDITIONAL TERMS

In addition, the terms and conditions set forth in Section 5-E (General Provisions) shall apply as applicable.

5-C STANDARD POLICY FOR UNDERGOUND DISTRIBUTION LINE EXTENSIONS IN THE PUBLIC WAY

5-C.1 APPLICABLITY

This Standard Policy for Underground Line Extensions applies to one or more Permanent Customers requiring Underground Line Extension facilities in the Public Way, including under or along a roadway where (i) permits and/or suitable right-of-way easements are available at no out-of-pocket costs to the Company (and to any Permanent Customer who agrees to reimburse the Company for out-of-pocket cost by providing a Contribution In Aid of Construction); and, (ii) where the Company has determined that Standard Construction by the Company is possible.

5-C.2 OWNERSHIP OF LINE EXTENSION IN PUBLIC WAY

Except as permitted by Chapter 395 § B (1) for single customer service, the Company shall construct and own all Line Extensions located in the Public Way.

5-C.3 CONSTRUCTION BY COMPANY

Under this policy, Company will construct a Standard Construction Line Extension to extend its Single Phase or Polyphase Overhead Distribution facilities in the public way to provide electric service to a Permanent Customer in accordance with its applicable Standards.

5-C.4 APPLICATION

The Permanent Customer (s) shall apply for the Line Extension in accordance with the Company's customer service and line extension application process, standards and forms in effect at the time of the request for the customer service necessitating the Line Extension.

5-C.5 LINE EXTENSION AGREEMENT; PAYMENT OF COSTS

The Permanent Customer(s) shall be required to enter into a Line Extension Agreement and shall pay all costs applicable thereto including the applicable Contribution in Aid of Construction (inclusive of the Line Extension Costs, and any Trim Cost and Ledge Cost) and the CIAC Tax, all in accordance with the Company's method of payment terms in effect at the time of the Line Extension work.

Under no circumstances will all or any portion of an amounts paid pursuant to this Section be subject to refund (except in the case of Trim Cost as set forth below). The above payments shall be paid in advance of any construction work based upon an estimate prepared by the Company, unless otherwise required by the Company, and may be subject to a final true up to actual cost following the completion of the construction work, all in accordance with the Company's payment terms in effect at the time of the Line Extension work.

Upon completion of any engineering and design work, the Company will notify the Customer or Developer of the estimated cost of the Line Extension and require the Developer to pay any Advance Engineering Fees and any Advance Payment For Specialized Materials and Equipment. If within twelve months of the notice the Customer or Developer fails to enter into the required Line Extension Agreement(s), the

Company will refund any Advance Engineering Fees paid by the Customer or Developer that exceed the actual cost of the engineering and design work performed by the Company. If the Customer or Developer does proceed with the Line Extension by entering into the necessary Line Extension Agreement and any other contracts or agreements(s), then the Advance Engineering Fees paid by the Customer or Developer will be credited toward any Contribution in Aid of Construction required to be paid by the Developer.

Trim Costs collected from a Customer in excess of actual costs are returned to the Customer within 60 days of completion of the Customer's Line Extension.

5-C.6 ADDITIONAL TERMS

In addition, the terms and conditions set forth in Section 5-E (General Provisions) shall apply as applicable.

5-D DEVELOPMENT POLICY FOR OVERHEAD AND UNDERGROUND DISTRIBUTION LINE EXTENSION FACILITIES IN DEVELOPMENTS

5-D.1 APPLICABLITY

This Development Policy applies to any Line Extension of the Company's Single Phase Overhead, Polyphase Overhead, or Underground Distribution facilities in a Development along suitable roadways. All such Line Extensions shall be constructed only where permits or right-of-way easements are available at no out-of-pocket cost to the Company; provided that the Developer and Company may agree for the Developer to reimburse the Company for out-of-pocket costs by providing a nonrefundable Contribution in Aid of Construction prior in advance of energizing the line (and thus prior to the time that a Permanent Customer contracts for service to be delivered by means of the new extension) on terms acceptable to the Company.

5-D.2 OWNERSHIP

(a) Company Constructed Line Extension in Development. In the event the Company is requested by the Developer to construct the Line Extension in the Development as permitted under Chapter 395 and these Terms and Conditions, the Company shall construct and own all Line Extensions located in the Development pursuant to these terms and conditions.

(b) Owner Constructed Line Extension in Development. In the event that the Developer constructs the Line Extension in a Development as a privately constructed, Privately-Owned Line Extension, the Developer may own the Line Extension until the Line Extension delivers power to any structure and the Line Extension is energized. In accordance herewith and Chapter 395 § 7 (A), the Line Extension in a Development shall be transferred by the Developer to the Company prior to energizing the Line Extension.

5-D.3 CONSTRUCTION STANDARDS

The Company or as the case may be the Developer will construct a Standard Construction Line Extension to extend its Single Phase or Polyphase Overhead Distribution facilities in the Developer in accordance with the Company's applicable Company's Utility Line Construction Standards s.

5-D.4 APPLICATION FOR LINE EXTENSION IN DEVELOPMENT

The Developer shall apply for the Line Extension in accordance with the Company's customer service and line extension application process, standards and forms in effect at the time of the request for the customer service necessitating the Line Extension.

5-D.5 PAYMENT OF COSTS

The Developer shall be required to pay all costs applicable to the Line Extension in a Development. In the event that the Company is requested to construct the Line Extension in a Development, the Developer shall pay the Company all costs of the Line Extension, including any applicable Contribution in Aid of Construction (inclusive of the Line Extension Costs, and as applicable the Trim Cost and Ledge Cost) and any applicable CIAC Tax all in accordance with the Company's payment terms in effect at the time of any Line Extension work.

Upon completion of the engineering and design work, the Company will notify the Customer or Developer of the estimated cost of the Line Extension and require the Developer to pay any Advance Engineering Fees and any Advance Payment For Specialized Materials and Equipment. If within twelve months of the notice the Customer or Developer fails to enter into the required Line Extension Agreement(s), the Company will refund any Advance Engineering Fees paid by the Customer or Developer that exceed the actual cost of the engineering and design work performed by the Company. If the Customer or Developer does process with the Line Extension by

entering into the necessary Line Extension Agreement and any other contracts or agreements(s), then the Advance Engineering Fees paid by the Customer or Developer will be credited toward any Contribution in Aid of Construction required to be paid by the Developer.

Under no circumstances will all or any portion of an amounts paid pursuant to this Section be subject to refund. The above payments shall be paid in advance of any construction work based upon an estimate prepared by the Company, unless otherwise required by the Company, and may be subject to a final true up to actual cost, following the completion of the construction work, all in accordance with the Company's payment terms in effect at the time of the Line Extension work.

It is the intent of this Section that the Company shall have the right to charge Developer the actual cost of any Company constructed Line Extension in a Development, including all costs and expenses of any Underground Line Extension.

5-D.6 DEVELOPMENT OF EXTENSIONS CONNECTED TO EXISTING LINEEXTENSIONS

For the purposes of reallocation to Customers taking service from existing Line Extensions, the Company will determine the buy-in cost using the number of units to be energized.

5-D.7 DEVELOPER LINE EXTENSION AGREEMENT

The Developer causing a Line Extension to be built in a Development must execute a Line Extension Agreement with the Company. The Line Extension Agreement will be filed at the appropriate registry of deeds. A copy of the Line Extension Agreement is available on the Company's website at www.versantpower.com.

5-D.8 PRIVATELY CONSTRUCTED DEVELOPMENT EXTENSIONS ADDITIONALTERMS

The Developer constructing its own Line Extension shall be subject to the terms and conditions of Section 5-E relating to privately constructed Line Extension in addition to the applicable terms and conditions of this section.

5-D.9 ENERGIZATION OF DEVELOPMENT LINE EXTENSION

The ownership of a Line Extension constructed to serve a Development must be

transferred to the utility prior to energization of the line in accordance with Chapter 395 §(7)(A). The Company shall have no obligation to energize the Line Extension unless and until the Developer has met all of its obligations under these terms and conditions, including without limitation any payment obligations, and the conveyance and transfer of all rights, easements and permits applicable to the ownership and use of the Line Extension.

5-D.10 TRANSFER COSTS PAID BY DEVELOPER

Prior to the transfer of the Line Extension as required under Section 5-D.9 and Chapter 395 §7(A), Developer shall pay the Company all costs required under Chapter 395 § 7(E) and these terms and conditions, including without limitation any CIAC, CIAC Tax, and Compliance and Upgrade Costs.

5-E GENERAL PROVISIONS

5-E.1 REALLOCATION OF COST POLICY

(1) General Policy – Cost Allocation Rules Applicable to New Customers Taking Service From Existing Line Extension.

The cost allocation and reallocation provisions contained in Section 9 of Chapter 395 shall apply to all Line Extensions and this Section 5-E.

(2) Calculation Of Contributions In Aid of Construction Inclusive Of CIAC Tax by New Customers Taking Service from an existing Line Extension

New customers connecting to a Line Extension (other than a Line Extension constructed under the Company's Standard Development Policy as set forth in Section 5-D or any predecessor provision) that was placed in service within 20 (twenty) years of the new Customer's connection date will be required to pay a portion of the original Contribution In Aid of Construction and CIAC Tax and Compliance and Upgrade Costs as determined by Chapter 395 § 9(D)(1)(b).

The additional Customer's proportionate share of the Line Extension's distance shall be determined in accordance with Chapter 395 §9(D)(1)(a). To that distance will be added the additional Customer's proportionate share of any new Line Extension from which the additional Customer will be deriving service.

(3) Allocation of Monthly Charges and Contributions In Aid of Construction Among Customers On A Line Extension In General

Contributions In Aid of Construction will be apportioned among the customers as determined in accordance with Chapter 395 §9(D), provided that with respect to any surcharge agreements existing prior to the Effective Date of these terms and conditions, any applicable allocation provisions of Section 5-E.2 and subsection (4) below shall apply.

(4) Transfer Of Payment Obligation Under Pre-existing Line Extension Agreement And Contribution In Aid Of Construction

Whenever a person or other entity requests to become a Permanent Customer at a location or premise where (1) service has been provided to a prior Permanent Customer under the terms of the Standard Policy for Line Extensions, and (2) the term of the prior Customer's Line Extension Agreement has not expired, the new Permanent Customer shall be required to enter into a new Line Extension Agreement requiring the payment of the remaining balance of line extension charges owed by the initial customer. The new Customers shall not be responsible for any past due amounts owed by the prior Customer. In addition, any Contribution In Aid of Construction received by the Company in accordance with the terms of the Standard Policy shall be accounted for as payments of prior Contribution In Aid of Construction under the new Customer's account including any right to be eligible for any future refund(s) pursuant to the Terms of this Section.

(5) Calculation of Refunds for Customers on Monthly Charges Under Pre-Existing Surcharge Arrangements

This reallocation policy will apply only to those Customers who entered into monthly surcharge arrangements of the type referenced in Section 5-E.2 prior to the Effective Date and as of the date a new Customer took service from a Line Extension and have been assessed a monthly carrying charge in effect at the time the Customer entered into a Line Extension Agreement with the Company. Reallocation payments will be applied to outstanding balances under the Line Extension Agreement (or arrangement) using the carrying charges that were in effect at that time. Payments in excess of outstanding balances will be refunded to Customers within 60 days of receipt of reallocation payments. Payments on remaining balances will be reduced for the remaining term of the surcharge arrangement.

By way of examples:

Example 1 - A Customer on monthly surcharges on a 1000' line extension that was built in June of 2000 is being assessed a monthly surcharge of 6.4 cents times 1000' for a payment of $64.00 per month. The Carrying Charge in effect at the time the monthly surcharge arrangement was entered into was 8.390%. The Customer's initial balance was 1000' times $3.90 times 1.33 (CIAC Tax) or $5,187.00. If an additional Customer attaches to the line extension in June of 2009 at the same location on the line extension as the original Customer, the new Customer's share will be half of the original cost of the line extension or $2,593.50. The Company will collect $2,593.50 from the new customer and apply it to the original Customer's balance. The original Customer has made 108 payments of $64.00 and his remaining balance is $735.35. The balance will be fully credited and the Company will return a check to the original Customer in an amount of $1858.15.

Example 2 - A Customer on monthly surcharges on a 1000' line extension that was built in June of 2006 is being assessed a monthly surcharge of 6.4 cents times 1000' for a payment of $64.00 per month. The Carrying Charge in effect at the time the monthly surcharge arrangement was entered into was 8.390%. The Customer's initial balance was 1000' times $3.90 times 1.33 or $5,187.00. If an additional Customer attaches to the line extension in June of 2009 at the same location on the line extension as the original Customer, the new Customer's share will be half the original cost of the line extension or $2,593.50. The Company will collect $2,593.50 from the new Customer and apply it to the original Customer's balance. The original Customer has made 36 payments of $64.00 and his remaining balance is $4056.14. The balance will be credited an amount of $2,593.50 and the Customer's monthly surcharge payments will be reduced to $23.09 for the remaining term of the monthly surcharge arrangement.

(6) Inapplicability of Refunds of CIAC Provisions With Respect to a Developer Line Extensions

Any Contribution In Aid of Construction that reimbursed the Company for Single Phase or Polyphase Overhead Distribution facilities pursuant to Section 5-D shall not be subject to refund as provided in Chapter 395 §9(A).

5-E.2 MONTHLY FINANCED LINE EXTENSIONS; SURCHARGE AGREEMENTS

The following provisions apply to line extension surcharge contracts existing prior to the Effective Date of these terms and conditions. Prior to the Effective Date Customers may have entered into the Company's then existing surcharge contracts or arrangements to finance a prior Line Extension. The Company discontinued this program as of the Effective Date of these terms and conditions. For those Customer's remaining under the monthly program, the Company will continue to permit the monthly arrangement until such Line Extension arrangements have expired by their terms. Under the discontinued program the following applies:

(a) Contribution In Aid of Construction As an alternative to the payment of the monthly charges described in Sections 5-B(1) or as applicable under Section 5-C, Customers may elect to reduce the monthly charge by making a Contribution In Aid of Construction, plus the CIAC Tax to partially or wholly offset the cost of the Line Extension that would be financed by monthly charges.

(b) Additional Customers As additional Permanent Customers contract for service from a Line Extension for which the original Permanent Customer has elected to make a Contribution In Aid of Construction pursuant to the alternative described in Section 5-E.2(a) above, the new Customer may elect to make monthly payments in lieu of their share of the Contribution In Aid of Construction inclusive of the CIAC Tax thereof. The amount of monthly payment shall be as described in Section 5-B(1). The monthly payments shall be required for a term of 120 months.

(c) Privately Owned Line Extension When a Line Extension serves only one Customer consisting of one or more metered services for that Customer, the Customer may elect to assume ownership of all or any portion of the line, subject to the provisions of Chapter 395 §6 and §7.

(d) Security Deposit The Company may require security deposits from customers making monthly charge payments pursuant to Section 5-C in accordance with Chapters 815 and 870 of the Commission's Rules. Such deposits may be based upon the monthly charge payments for the construction of a Line Extension made pursuant to Section 5-C.

(e) Applicability of Late Payment Charge A late payment charge in accordance with Section 4-F shall apply to the bills of customers obligated to make monthly surcharge payments under the terms of this Section.

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(f) Requirement For Contracts Customers who desire to receive service from a Line Extension for which the payment of monthly charges is required must enter into a Line Extension Agreement. The Company will record the Line Extension Agreement at the appropriate Registry of Deeds. At such time as a Customer's obligations under a Line Extension Agreement recorded by the Company have been discharged in full, such that the Customer no longer owes any amounts under the Line Extension Agreement, the Company shall record a discharge at the Registry of Deeds where the Line Extension Agreement has been recorded providing notice that the Customer has discharged the obligations of the Line Extension Agreement.

5-E.3 UTILITY LINE CONSTRUCTION STANDARDS FOR LINE EXTENSIONS

All Line Extensions shall be constructed and maintained in accordance with the National Electric Safety Code and the Company's Utility Line Construction Standards as approved by the Commission, which are incorporated into these Terms and Conditions by reference. Copies of the Standards are available at the Company's offices at 21 Telcom Drive, Bangor, Maine 04401 and on the Company's website at www.versantpower.com. Paper copies of the Standards will be provided upon request in accordance with Chapter 395 §3(F)(3).

5-E.4 LINE EXTENSION MATERIALS

All Line Extensions shall be constructed using Company approved materials including pursuant to its Standards. The Company shall have the right to specify or approve material or equipment other than that specified in the Standards if other such material or equipment is, in the Company's determination, of equal or better quality than that specified in the Company's Standards. Any person wishing to use any material or equipment other than that specified in the Company's Standards should contact the Company by telephone and request to speak with the Company's designated personnel responsible for Line Extension work.

5-E.5 LOCATION OF LINE EXTENSION

The Company shall determine the location for any Line Extension, which may include in the Company's discretion the following order of preference where reasonable to do so: (i) public ways, (ii) year-round maintained private roads, (iii) seasonal private roads, and (iv) utility rights-of-way not along roads. Final determination of location and design for an extension shall rest with the Company. The Company has no obligation to install lines, transformers, service

drops or meters where access is limited or difficult by standard Company transportation.

The Company does not permit Line Extensions within Company transmission line corridors and rights of way without express written permission of the Company which shall be at the Company's sole discretion.

5-E.6 ADDITIONAL CUSTOMER OBLIGATIONS

Before the Company will install a Line Extension the Customer shall:

(1) Apply for electric delivery service and set up a new customer account in accordance with the Company's new service connection policies and procedures.

(2) Enter into a Line Extension Agreement as set forth in these terms and conditions.

(3) Upon request by the Company provide a site plan, lot layouts, and access roads, including without limitation showing the accurate location of the premises, the driveway, septic, wells and underground facilities.

(4) Recorded deed or other instrument(s) together with the book and page references to the applicable county registry of deeds showing ownership of the premises and any private access and a legal description of the premises.

(5) Provide all easements, permits, consents and authorizations, including as required by the Company listing the Company as the grantee or assignee thereunder, and, as applicable reimburse the Company therefore.

(6) With respect to any underground Line Extension work, provide all trench excavation, back-fill, underground facilities, conduits, duct systems, enclosures, pedestals, hand holds or mounting foundations to the extent such materials or otherwise reimburse the Company for the procurement of the same in the event the Company procures.

(7) With respect to Line Extensions on a private roads and rights of way and without limiting the generality of subsection (5) above, the following shall apply:

(a) With respect to extensions on private ways, the Company may require the customer or customers requesting the extension to secure to and for the Company all necessary and convenient rights-of-way and permits, including without limitation, any environmental permits, and to pay the costs incident thereto. The Company shall not be required to begin construction until proof of all such rights-of-way have been acquired and submitted to the Company for review.

(b) When the premises of a customer are so located that the customer can be served only by facilities extending over the property of another by permit or agreement, the customer shall only accept service under such terms as are provided in the right-of-way permit or in the agreement covering the location and maintenance of service equipment. The customer may also be required to reimburse the Company for any and all special charges that may be made for such rights by said permit or agreement.

(8) The Company shall not be required to begin construction until such time as any required street permits required for a Line Extension have been obtained and the Customer has reimbursed the Company for the cost thereof.

(9) The Customer, and as the case may be the Developer, shall release and indemnify the Company and its corporate parent, and their employees, directors, agents, contractors, successors and assigns from all liability of whatever kind or nature, including all cost, damage and expense incurred by the Company (other than cost, damage or expense arising from the negligent acts of the Company), related in any way to the Line Extension.

5–F PRIVATELY-OWNED LINE EXTENSIONS

This policy applies to the ownership, connection, and maintenance of Single Phase or Polyphase Overhead or Underground Privately-Owned and/or constructed distribution facilities connect to the Company's distribution system. This policy must be read in conjunction with the Standard Policy and Development Policy set forth in Section 5-B, 5-C and 5-D as applicable, and the General Provisions set forth under Section 5-E.Under this policy, the Company will connect its Single Phase or Polyphase Distribution Facilities to the Customer's Privately-Owned Line Extension under following conditions:

(1) Line Extension Certification.

The privately constructed Line Extension must be constructed and maintained in compliance with the Utility Line Construction Standards which are part of these terms and conditions, including any which have been approved by the Commission and the Customer has acquired certification thereto by one of the following methods:

a) Inspection and certification by a Company designated employee. The Company will provide this service within 5 business days (which may be extended by a reasonable number of days in a period of widespread power outages caused by weather or other emergencies) upon request by the Customer providing that all Customer obligations have been met. The fee for this service will be $100 per extension plus $25 for each pole, manhole, pull hole, padwell, or other structure beyond the first. The service is provided in order to comply with Chapter 395 § (4)(B).

b) Inspection and certification by a registered professional engineer licensed by the State of Maine.

c) Inspection and certification by a person licensed to certify electric Distribution Line Extension construction by the Maine Office of Licensing and Registration or by another State agency designated by law.

(2) Materials List.

The Owner of the Privately-Owned Line extension shall provide the Company with a materials list or other documentation, in a form satisfactory to the Company, demonstrating that all materials in the Line Extension conform to the Company's Standards. The materials list will comply with Section 5-E.3 and Section 5-E.4. The list (also referred to as a bill of materials) will include the following information: Item, description, quantity, manufacturer, and style or catalogue number.

(3) Recordable Private Line Agreement.

The Owner of the Privately-Owned Line Extension must execute a Line Extension Agreement with the Company of a form approved by the Commission. The Line Extension Agreement will be filed at the appropriate registry of deeds. The Line Extension Agreement will be a covenant running with the property. A

copy of the Line Extension Agreement is available on the Company's website at www.versantpower.com.

(4) Transfer of Ownership of Privately-Owned Line Extensions and Calculation of CIAC Tax.

The following method will be used for determining the value and resulting CIAC Tax of a Privately-Owned Line Extension contributed to the Company.

a) The owner shall provide the Company with documentation of the amount paid for construction of the Line Extension;

b) In the absence of documentation verifying the amount paid for the construction of the Line Extension, the Company's per foot cost of a Line Extension for the year in which the Line Extension was built, multiplied by the number of feet of the Line Extension will be used to determine the original cost;

c) A deduction for depreciation of 2.4882% of the original cost for each year since the original construction of the Line Extension shall be subtracted from the original cost as determined by (a) or (b) above to determine the current value of the contributed Line Extension. The resulting depreciated value of the Line Extension shall be multiplied by the Company's current Tax effect rate to determine the CIAC Tax payment.

(5) Transfer of Ownership Requirement.

The Customer shall transfer ownership of any Privately-Owned Line Extension to the Company where that transfer is required by Chapter 395 § 7. Private ownership of any Line Extension is permitted only under these terms and conditions and the circumstances described in Chapter 395 § 6(B).

(6) Cost of Obligation of Owner.

The Customer is responsible for the cost of installing and constructing a Privately-Owned Line Extension.

In the event the Line Extension is later transferred to the Company pursuant to this Section F and Chapter 395, the Owner of the Privately-Owned Line Extension is responsible for payment of a portion the CIAC Tax incurred by the

Company as a result of any CIAC allocated amongst the transferring Owner and new Customers pursuant to the Customer shares established in Chapter 395 § (9)(D).

(7) Maintenance of Privately-Owned Extensions.

a) A Customer shall be responsible to maintain at its cost all poles, wires and equipment and to repair or replace damaged equipment on any portion of a Privately-Owned Line Extension.

b) The Company will have the right to maintain, repair or replace damaged Privately-Owned Line Extension poles and equipment under circumstances permitted under Chapter 395 § 6(C), including without limitation in the event of a Company determined emergency or circumstance involving safety and reliability.

c) In addition to the above circumstances, the Company will maintain and repair or replace damaged Privately-Owned Line Extension poles and equipment pursuant to a maintenance agreement with the Company entered into by the Customer.

d) In the event the Company shall maintain equipment and repair or replace damaged Privately-Owned Line Extension poles and equipment for Customers for any reason including as set forth in subsections (b) or (c), the Company shall charge and the Customer shall be required to pay the Company on a time and materials basis, applying rates in accordance with the Company's rates and charges in effect at the time of the maintenance and repair work or referenced in any maintenance agreement.

Except as permitted and described above and in this subsection below, maintenance or repair service to a Privately-Owned Line Extension shall be provided only at the request of the Customer, and the Company shall inform the Customer prior to providing service of its time and materials rates. The Customer may decline automatic service repair by returning the refusal form attached to that notice. If the Company does not receive a refusal the Company will make automatic repairs to the Customer's private overhead service and will bill the customer for the cost of that service.

e) The Company shall inform all Customers with a Privately-Owned Line Extension of these policies at least once annually. The Company will send an

updated list of time and material rates to all customers with a privately-owned line extension on a yearly basis.

(8) Warranty of Privately Constructed Underground Line Extensions.

In cases where the ownership of an Underground Line Extension constructed by a Private Line Extension contractor is transferred to the Company prior to energizing the Line Extension, the transfer shall be deemed to include a warranty to the Company by the transferor that the Underground Line Extension and all associated facilities are, and shall remain, free from all defects in materials and workmanship for one year from the date the Line Extension is first energized. The Transferor of the Line Extension shall pay the Company all costs incurred for repairs resulting from failure, within the one-year period of the Line Extension to perform its intended function as a result of electrical or mechanical failure attributable to defects in materials or workmanship, including, without limitation, the cost of uncovering and recovering the underground facilities.

5–G TEMPORAY INSTALLATIONS

Temporary service is service to a customer which is not likely to continue for a sufficient period of time to warrant consideration under the terms of the Standard Policy or the Development Policy. Such service shall be subject to the payment of all costs incurred in the installation and subsequent removal of the distribution facilities, considering the value of any non-salvageable materials. Service rendered during the construction of a permanent facility shall not be subject to this provision provided that the distribution facilities installed to provide the construction service are utilized to provide service to the permanent facility.

5–H HIGH CAPACITY LINE EXTENSIONS

Whenever a customer requests service that due to the nature, size or character of the proposed load would necessitate the construction of facilities that are outside the scope of the Standard Policy or the Development Policy, the Company will provide service under the terms of a proposal that considers the unique requirements of the Customer and that may include revenue guarantees, monthly charges, and a Contribution In Aid of Construction (plus a payment sufficient to reimburse the Company for the Tax Effect). The proposal will be designed to assure a fair rate of return on the investment required to make service available, including, but not limited to, the cost of reconstruction of existing lines, the construction of additional lines, the

installation of substation and metering equipment and the demand to be placed on the generation and transmission capacity of the system. In developing its proposal, the Company shall consider the benefits to other customers of any system improvements that would be made in the course of providing the proposed service.

5-I RECONSTRUCTION OF SINGLE PHASE TO POLYPHASE

When a Customer requests service that would require the reconstruction of existing Single Phase or Polyphase lines consisting of two phases (as opposed to the construction of new facilities), to Polyphase consisting of three phases, the portion of the Line Extension that constitutes reconstruction will be considered a Polyphase Line Extension for the purposes of reallocation among future Polyphase Customers only. If the previously existing Single Phase line is a Line Extension, all new Single Phase and Polyphase Customers shall be responsible for a portion of the Single Phase costs pursuant to Chapter 395 § (9)(D)(2)(b). The Polyphase customer will be responsible for all additional Line Extension costs including any CIAC Tax pursuant to Chapter 395 and these terms and conditions.

5-J OBLIGATIONS OF ADDITIONAL CUSTOMERS TAKING SERVICE ON LINE EXTENSION

Additional Customer or Customers taking service from an existing Company-Owned Line Extension or Privately-Owned Line Extension are subject to all cost obligations as set forth in Chapter 395, Sections 7 and 9. Without limiting the foregoing, the new Customer taking service off a Line Extension required to be transferred to the Company hereunder as a result of the additional service shall be responsible for any Compliance and Upgrade Costs and any allocated share of CIAC Tax and the Line Extension all as determined under these terms and conditions and in Chapter 395 § (9).

5-K SINGLE PHASE CUSTOMER SERVCED FROM POLYPHASE LINE EXTENSION S

Where a single-phase Customer connects to a Polyphase Line Extension, the cost for that Single Phase Customer shall be determined in accordance with Chapter 395 § (9)(D)(2)(b). The Customer shall pay (1) the Line Extension Cost and any and all Trim Costs, Ledge Cost and CIAC Tax for any portion of the Line Extension extending from the existing Polyphase Line Extension and (2) the costs of construction of a Single Phase Line Extension calculated based on the per foot cost of a Line Extension for Single Phase for the year in which the Line Extension was built, multiplied by the number of feet of the Line Extension. Where a single-phase Customer connects to a Polyphase Line Extension, the Customer's responsibility for the CIAC Tax shall be

calculated based on the Single Phase Line Extension when the Customer has caused a contribution of Line Extension to occur.

5-L PHASE OUT MAINE PUBLIC DISTRICT ECONOMIC DEVELOPMENT RIDER

The Company's so-called economic development policy applicable to certain Polyphase Line Extensions in the Maine Public District applies to such line extensions in the Maine Public District installed prior to the Effective Date. Under the policy the Company may have previously waived up to 50% of the charges otherwise due from the Customer under former Section 35-A.14 of the Maine Public District terms and conditions for any line extension required in connection with the construction, expansion or activation of any business facility that qualifies for an Company's economic development delivery service charge, pursuant to which such Customers receive a discount of ten percent (10%) against their monthly delivery service charges until the earlier of five (5) years from the date of the first delivery charge or such discounts in their aggregate equal the amount of the applicable cost of the line extension when installed (as determined by the Company).

The Company was not obligated to waive any amount of the otherwise applicable line extension charges unless the facility was determined to produce annual electric delivery service revenues in an amount equal to at least 20% of the total cost of the line extension.

The Company will continue this policy, as applicable, only for any Customers who installed Line Extensions within the Maine Public District Service territory prior to the Effective Date. No new Customers shall be eligible under this policy after the Effective Date.

5-M MAINTENANCE AND REHABILITATION OF ABANDONED LINE EXTENSIONS

This subsection applies when a person requests electric service to a property that was previously served by an existing line extension, but the line extension has not been used to provide electric utility service to any customer and has been de-energized for a period of at least four (4) years. A line extension meeting these criteria shall be deemed an “abandoned line extension” for purposes of these terms and conditions. This subsection is intended to address the restoration of service to the same property or premises previously served by the abandoned line extension, including circumstances in which a residence, structure, or other service location on that property is being repaired, rebuilt, reoccupied, or otherwise returned to service. This subsection applies regardless of whether the abandoned line extension is a Privately-Owned Line Extension or a line that was formerly a Privately-Owned Line Extension for which ownership was previously transferred to the Company pursuant to Subsection 5.

If the Company determines that an abandoned line extension is not in a condition that permits safe energization, reliable service, or compliance with the Company's applicable Construction Standards, the Company may require the abandoned line extension to be inspected, rehabilitated, repaired, replaced, cleared, upgraded, or otherwise restored before electric service is established. In such circumstances, the Company shall treat the request for service in a manner consistent with a request for a new or upgraded Line Extension under this Section 5. The requesting customer shall be responsible for the reasonable costs necessary to inspect, rehabilitate, repair, replace, clear, upgrade, or otherwise restore the abandoned line extension to a condition that permits safe energization, the delivery of safe and reliable electric service, and compliance with applicable Construction Standards.

The costs for which the requesting customer is responsible may include, without limitation, vegetation management; repair, replacement, or upgrade of poles, wires, guys, conductors, transformers, or other utility facilities; access work reasonably necessary to perform such work; and other work required to bring the abandoned line extension into compliance with applicable Construction Standards. The Company shall provide the customer with an itemized estimate of such costs. All work shall remain

subject to the Company's Standards and applicable Commission rules, including Chapter 395.

Unless otherwise agreed by the Company or required by Chapter 395, rehabilitation of a Privately-Owned Line Extension under this subsection shall not require the Company to assume ownership of the line extension. Where the line extension is or will remain a Privately-Owned Line Extension, service may be conditioned upon the requesting customer entering into the Company's then-current private line extension agreement or other applicable service arrangement governing ownership, access, construction, maintenance, and ongoing responsibility for the line extension.

The customer may elect to hire a qualified contractor to perform the required work or may elect to have the Company perform the work. If the customer elects to have the Company perform the work, the Company may require a deposit equal to the Company's good-faith estimate of the costs of the work, subject to reconciliation based on actual costs incurred.

Nothing in this subsection shall be construed to require the Company to accept ownership of an abandoned line extension as a condition of providing service.

SECTION 6 RIGHTS OF WAY

6-A STREET PERMITS

The Company shall make, or cause to be made, application for any necessary highways permits, and shall not be required to supply energy until a reasonable time after such permits are granted.

6-B PROCUREMENT BY CUSTOMER

Customer applying for the construction of an extension may be required to secure to and for the Company, all necessary and convenient rights-of-way and trimming permits and to pay the costs incident thereto.

SECTION 7: CUSTOMER'S PREMISES

7-A CUSTOMER'S PREMISES

In the absence of negligence or contract, the Company shall not be liable for damage to the person or property of the Customer, or any other persons arising from the use of electricity, or the presence of the Company's appliances and equipment on the Customer's premises. All property owned by the Company and located on the Customer's premises shall be deemed to be personal property and title thereto shall remain in the Company, and the Company shall have the right at the expiration of service to remove all of its property whether affixed to the realty or not.

7-B COMPANY MAINTENANCE

The Company shall keep in repair and maintain its own property installed on the premises of the Customer.

7-C CUSTOMER'S RESPONSIBILITY

The Customer shall be responsible for the safekeeping of the property of the Company on his premises, and, in the event of damage to it, shall pay the Company any cost of inspection and repairs. The Customer shall protect the equipment of the Company on his premises, and shall not permit any person, except an authorized representative of the Company, to break any seals upon, or do any work on, any meter or other apparatus of the Company located on the Customer's premises.

The Customer will be responsible for payment of damage cost due to vandalism to Street and Area Lighting even when the equipment is not on the Customer's premises.

7-D ACCESS TO PREMISES

The Company shall have the right to access to said premises and to all property furnished by the Company installed therein, at all reasonable times during which service is furnished to the Customer, and on its termination, for the purpose of reading meters or inspection and repair of Company facilities used in connection with its energy, or removing its property, or for any other proper purposes.

7-E PROTECTIVE APPARATUS

The Company reserves the right to install protective apparatus so arranged as to disconnect the service on the premise if the Company's capacity at that point is exceeded.

SECTION 8: CUSTOMER'S USE OF SERVICE

8-A RESALE FORBIDDEN

All purchased electric service on the premises of the Customer shall be supplied exclusively by the Company, and the Customer shall not directly or indirectly, sell, sublet, assign, or otherwise dispose of, the electric service, or any part thereof, without the consent of the Company. This rule does not apply to a public utility company purchasing service at wholesale expressly for the purpose of distributing it to others.

8-B FLUCTUATIONS AND DISTURBANCES

Electric service must not be used in such manner as to cause unusual fluctuations or disturbances in the Company's supply system and in the cause of violation of this rule, the Company may discontinue service, or require the Customer to modify his installation and/or equip it with approved controlling devices.

8-C TYPE OF INSTALLATION

Motor and other installations connected to the Company's lines must be of a type to use minimum starting current and must conform to the requirements of the Company as to wiring, character of equipment, and control devices.

8-D UNBALANCED LOAD

The Customer shall at all times take and use energy in such manner that the load will be balanced between phases to within nominally 10%. In the event of unbalanced polyphase loads, the Company reserves the right to require the Customer to make the necessary changes at his expense to correct the unsatisfactory condition, or to compute the demand used for billing purposes on the assumption that the load on each phase is equal to that on the greatest phase.

8-E CHANGES OF INSTALLATION

The Customer shall give proper notice to the Company of any substantial increase or decrease in, or change of purpose or of location proposed in his installation. Failure to give notice of substantial additions or changes in load or location shall render the Customer liable for any damage to the meters, auxiliary apparatus, the transformers, or wires, of the Company, caused by the additional or changed installation.

8-F POWER FACTOR

All customers whose rated capacity of electrical equipment exceeds 50 horsepower shall maintain an average power factor of 85 per centum for each month. If such power factor is less than 85 per centum in any case the Company may request the Customer to make such changes in or additions to his equipment as will bring the power factor to at least 85 per centum. If such changes or additions are not made within three months after such request, then until such changes or additions are made, the monthly bill, so calculated under the rate applicable to the particular service, shall be multiplied by one of the following constants:

Average Monthly Power Factor	**Constants**
.85 to .81	1.00
.80 to .76	1.02
.75 to .71	1.05
.70 to .66	1.08
.65 to .61	1.12
.60 to .56	1.18
.55 to .51	1.24
.50 or less	1.33

8-G USE OF POWER FACTOR CORRECTIVE EQUIPMENT

The use of equipment by the Customer for power factor correction must conform to requirements of the Company as to electrical characteristics of equipment and its operation and control. The Customer may be required to limit the size of his static capacitor installation or to maintain effective control of his capacitors or other corrective equipment in order to prevent the use of such equipment from causing excessive voltage at the service. Corrective equipment installed by the Customer must be located on the load side of his service disconnecting device.

SECTION 9: METERS

9-A SUPPLY OF METERS

The measurement of electric service shall be by meters furnished and installed by the Company. The Company will select the type and make of metering equipment, and may, from time to time, change or alter the equipment.

9-B SPECIAL MEASUREMENTS

The Company shall have the right, at its option and its own expenses, to place demand-meters or other instruments, on the premises of any Customer, for the purpose of measuring the demand, or for other tests of all, or any part, of the Customer's load.

9-C METER TESTS

The Company, at its expense, will make periodic tests and inspections of its meters in order to maintain them at a high standard of accuracy; also such other tests as it deems necessary for the proper administration of its rates, or as are required by the Maine Public Utilities Commission.

The Company's meters shall comply with the performance criteria and other applicable standards set forth in ANSI C12.1 (American National Standard for Electric Meters – Code for Electricity Metering), or such other applicable standards as prescribed by the Commission. The Company's meter testing protocols and processes will conform to ANSI C12.1 testing standards for new and in-service metering devices, or such other applicable standards as prescribed by the Commission.

9-D REQUEST TESTS

The Company will make additional tests or inspections of its meters at the request of a Customer. The test shall be done at no charge to the Customer, provided that the meter has not been testing within the past 12 months. If the Customer requests a meter test within 12 months of the date of the most recent test of its meter, the Company will charge the Customer for the reasonable cost of the test. This charge shall be refunded or credited to the Customer if the test reveals that the meter does not meet the accuracy standards set forth in Sections 9-E and 9-F below.

9-E ADJUSTMENT OF ERROR REFUND

Whenever the Company determines that it has over-billed a Customer because a meter test reveals its average accuracy to be more than two percent(2%) high based on the ANSI Method 1 average percent registration method, the Company will refund to the Customer excess charges for a period equal to: (i) one half of the time elapsed since the most recent meter test, but not to exceed six (6) months; or (ii) the actual period of error, not to exceed six (6) years, if the actual period of error can be determined.

9-F ADJUSTMENT OF ERROR CHARGE

Whenever the Company determines that it has under-billed a Customer because a meter test reveals its average accuracy to be more than two percent (2%) low based on the ANSI Method 1 average percent registration method, the Company may issue a make-up bill for the unbilled charges for a period equal to : (i) one half of the time elapsed since the most recent meter test, but not to exceed six (six) months; or (ii) the actual period of error, not to exceed twelve (12) months, if the actual period of error can be determined. In the event of a Customer's unauthorized use or fraud, the Company may issue a make-up bill for the unbilled charges of a period of time up to six (6) years. When issuing a make-up bill for unbilled charges for a specified period, the Company will apportion the usage evenly or apportion the unbilled amount pursuant to the Company's usage algorithm.

9-G RENTAL METERS

A charge of One Dollar ($1.00) per meter per month will be made for extra meters installed for the Customer's convenience.

9-H NET ENERGY BILLING METERS

Additional Meters and Installation

In accordance with Maine Public Utilities Commission Rule Chapter 313 Section 3, the customer, shared-ownership customers, or the Company, may install additional meters to record purchases and sales separately. A customer-chosen Allocation Methodology may require such additional metering.

Installation costs of any additional metering will be borne by the party requesting such meters. If requested by the customer or shared-ownership customers, the Company will charge such customers reasonable installation expenses associated with these meter installations. Customers are responsible for securing their own electricians to perform any installations behind the meter and to provide any additional non-meter equipment.

Additional meters necessary for separately measuring purchases and sales of the facility must be installed at the AC side of the inverter on the line to the standard household load.

The Company will pay for installation expenses associated with additional meter installations and additional equipment associated with such meter installations only if the Company requests the additional meters. In this unusual situation, the Company will make arrangements with the customer or shared-ownership customers and electricians or other contractors to install the additional meters. A small number of “gross” production meters, or second meters, were installed as a result of Amendments to Net Energy Billing Rule (Chapter 313), Docket No. 2016-00222. In accordance with Order Amending Rule, Docket No. 2019-00076, the Company will leave these few gross production meters in place unless specifically asked by customers to remove them.

Secondary Metering Option for the Tariff Rate Program

Customers or project sponsors eligible to participate in the Net Energy Billing Tariff Rate Program established pursuant to the Commission Rule Chapter 313, § 3, can elect to have a facility with a nameplate capacity of 250 kW or less metered at the secondary voltage side of the transformer. Customers or project sponsors bear the costs associated with the meter and installation. To elect this option, the customer or project sponsor must notify the Company in writing within 90-days of executing the Interconnection Agreement for the applicable facility.

If the customer or project sponsor elects this option, the Company will assess a fixed loss adjustment factor of two percent (2%) of the facility generation to account for the losses across the transform and secondary conductors that the secondary meter does not measure. By way of example, a facility that is metered at the secondary voltage level and that generates 100 kWh of electricity at the secondary voltage level will be credited 98 kWh of generation.

9-I ADVANCED METER OPT-OUT PROGRAM

Any residential or small commercial customer who chooses not to have an advanced meter activated on their premises may opt out pursuant to this section. A customer who chooses to opt out will receive a standard advanced meter with communication capabilities disabled. The Company will manually read the meters of opt-out customers every other month.

Eligibility:

The customer must be a residential or small commercial customer to participate in the opt-out program.

The customer is responsible for providing and maintaining unrestricted access to Versant Power for meter installation, maintenance and reading. The opt-out customer must maintain four (4) feet of clearance in front of the meter base.

Process:

Customers will be notified thirty (30) days in advance of their scheduled advanced meter installation date. Customers will receive a reminder call seven (7) days before the meter installation date. Any customer who chooses to opt out must notify the Company by phone and the Company will mail the customer the applicable Opt-Out Form. The customer will have eleven (11) business days to return the completed Opt-Out Form to the Company or complete and submit an online Opt-Out Form. If the customer fails to return the completed Opt-Out Form or complete and submit an online Opt-Out Form within eleven (11) business days, the Company will cancel the opt-out request.

Fees:

To compensate the Company for the additional costs of disabling advanced meter functionality and manually reading meters bi-monthly, opt-out customers will be responsible for the following charges per meter:

- Initial Charge: $23.82
- Recurring Monthly Charge: $11.45.

In addition, opt-out customers will be responsible for a disconnection charge of $23.82 at the time their service is terminated. Opt-out customers will also be charged a fee of

$23.82 for any disconnections and re-connections made under Chapter 815, Section 10 of the Commission's rules.
These fees are in addition to the customer's regular monthly charges for service.

Reduced Fees for Low Income Assistance Program (LIAP) Customers:

LIAP customers who choose to opt out will be charged 50% of the above initial and recurring monthly charges. LIAP opt-out customers will pay the same disconnection and re-connection charges as other opt-out customers.

Certain Rates and Billing Programs Not Available

Customers who choose to opt out are not eligible for time of use rates unless they choose to pay for monthly meter reading.

SECTION 10: WATER HEATER SPECIFICATIONS

10-A MULTIPLE UNIT HEATERS

1. No heater with less than a thirty-gallon tank shall be served under storage water heater rates.

2. All heaters shall be insulated storage tank heaters equipped with two heating units each controlled by a separate thermostat and carry the seal of approval of the Underwriter's Laboratories, Incorporated.

3. The upper unit and thermostat shall be located approximately one-quarter of the tank capacity below the top of the tank.

4. The bottom or storage unit and thermostat shall be located near the bottom of the tank.

5. The water heater must have provisions for the installation of a temperature pressure relief valve at the top of the tank.

6. The quick recovery type water heater with two 4500 watt interlocked elements will be accepted on the water heating rate.

10-B WATER HEATER OPERATION

At the Company's option, the operation of the water heater may be controlled by a time switch or other device which will disconnect the bottom or storage unit of the multiple unit heater during such periods of each day that the Company may designate, provided, however, that the total of such periods shall in no case exceed seven hours per day.

SECTION 11: TERMINATION OF SERVICE

11-A TERMINATION NOTICE

Customers who wish to discontinue service must give reasonable notice to that effect to any commercial office of the Company.

11-B FINAL BILL

The Customer is liable for service taken until proper notice is given the Company as provided and thereafter until the meter has been read and disconnected. The final bill for service is then due and payable immediately.

11-C NOTICE OF DISCONTINUANCE BY CUSTOMER

Notice to discontinue service prior to the expiration of a contract term will not relieve a Customer from any minimum or guaranteed payment under any contract or rate.

11-D COMPLETION OF TERM

If, by reason of any act, neglect, or default of a Customer, the Company's service is suspended, or the Company is prevented from supplying service in accordance with the terms of any contract it may have entered into with him, the monthly minimum charge for the unexpired portion of the contract term shall become due and payable immediately as liquidated damages in lieu of the anticipated returns from said contract.

SECTION 12: GENERAL

12-A TRIAL INSTALLATION

In some cases of new applications of electricity it may be impossible to determine the relative advantages of electric service as compared with other sources of energy. The Company, provided it has spare generating and line capacity at the time, may at its option, in such cases furnish current for a trial installation under the schedule which would be applied to such service under a yearly or long term agreement, or may charge for current under a flat rate per kilowatt hour when the demand and current consumption may be accurately estimated, said flat rate to be substantially the same as the net rate which would be obtained under the Standard Schedules. The period for such trial must be as short as possible for the demonstration, and must be specified in the agreement; the agreement being made for the usual term, with the right on the part of the Customer, to terminate the same at the end of the specified trial period. If not terminated at such time by written notice given in advance by the Customer, the agreement shall remain in full force and effect for the remainder of the usual contract term.

12-B RATE OPTION

The Customer may at any time change from the rate under which he is purchasing electricity to any other rate applicable to the class of service which he is receiving; provided that such change does not reduce, eliminate or modify any contract period, provision or guarantee made in respect of any line extension or other special condition, or cause electricity to be billed for any period of less than one year at a rate requiring a one-year contract; and provided further that except during the first year of service for any customer, not more than one rate shall apply to any period of twelve consecutive months or less.

12-C LIABILITY FOR CONTINUOUS SERVICE

The Company shall not be liable for any interruption, discontinuance or reversal of its service due to causes beyond its immediate control whether accident, labor difficulties, the necessity of making repairs, condition of fuel supply, the interference of any public authority, failure to receive any electricity for which in any manner it has contracted or inability to maintain uninterrupted and continuous service.

12-D DISCRIMINATION

No officer or agent of the Company shall charge, demand, collect or receive a greater or less or different compensation for supplying electricity than the rates and charges applicable thereto, as specified in the Company's schedule in effect at the time.

12-E DEFINITION OF MONTH

Whenever reference is made to electricity delivered or a payment to be made "in any month" or "per month" it shall mean the electricity delivered in the period between two successive regular monthly meter readings or the payment to be made in respect of such period. The Company may read meters and render bills on a bi-monthly basis. When bills are rendered bi-monthly, the billing will be calculated on the basis that the use was equally divided between the two months.

12-F (RESERVED FOR FUTURE USE)

12-G NO PREJUDICE OF RIGHTS

The failure by the Company to enforce any of the terms of this Rate Schedule shall not be deemed a waiver of its right to do so.

12-H ASSIGNMENT

Subject to the Terms and Conditions, all contracts made by the Company shall be binding upon, and oblige, and insure to the benefit of the successors and assigns, heirs, executors, and administrators, of the parties thereto.

12-I SECTION DISCONTINUED (FUEL COST ADJUSTMENT AND ECONOMY TRANSACTION ADJUSTMENT)

SECTION 13: SECTION DISCONTINUED (PRIVATE ENERGY SERVICE COMPANY EFFICIENT LIGHTING PROJECT PROGRAM)

SECTION 14: PRIVATE LINE UTILITY SUPPORT – PLUS

14-A CHARACTER OF SERVICE

Service is available under this Section to any PERMANENT CUSTOMER desiring a maintenance service contract for ELIGIBLE EQUIPMENT that is located on or along a roadway or suitable right-of-way where permits or easements are available at no out of pocket cost to the Company. Service under this Term and Condition is optional and is in lieu of service provided under Section 1(O) of Maine Public Utilities Commission Chapter 395. After a customer and the Company have executed a P.L.U.S. Service agreement and Eligible Equipment has been accepted by the Company, the Company shall maintain equipment, trim trees and repair or replace damaged equipment during the term of such agreement. Necessary work shall be performed when identified by the Company independently or when requested by the customer. Determinations of whether trees should be trimmed and whether damaged equipment should be replaced or whether it should instead be repaired shall be made solely at the discretion of the Company.

14-B DEFINITIONS

ELIGIBLE EQUIPMENT - For purposes of this Section, a PRIVATELY OWNED LINE as defined in Section 1(O) of Maine Public Utilities Commission Chapter 395 as determined by Company staff during a site visit before commencement of P.L.U.S. Service to comply with the National Electric Safety Code and Company construction standards, except that LONG SERVICE DROPS, as defined in Section 3-J shall not be eligible unless they include a privately owned pole.

PERMANENT CUSTOMER - For purposes of this Section, an individual or entity that contracts with the Company for electric service of a permanent nature.

POLE - A pole is considered to be a collection of materials that includes one (1) pole along with the associated wire, hardware and anchoring that is used to distribute electricity to the customer.

POLYPHASE OVERHEAD DISTRIBUTION - Poles, wires, and fixtures associated with the provision of primary voltage polyphase service at the Company's standard voltages up to and including voltage levels of 34,500 volts.

SINGLE PHASE OVERHEAD DISTRIBUTION - Poles, wires, and fixtures associated with the provision of primary voltage single phase service at the Company's standard voltages up to and including voltage levels of 19,900 volts.

UNDERGROUND DISTRIBUTION - Cables, Conduits, and fixtures associated with the provision of single phase service (up to and including voltage levels of 19,900 volts) or polyphase service (up to and including voltage levels of 34,500 volts), that are not considered overhead distribution.

14-C CHARGES

For each POLE covered under this policy are based on a calendar year charge of $60 for SINGLE PHASE OVERHEAD DISTRIBUTION, $60 for LONG SERVICE DROPS (except as provided in Section 14-D, below) and $90 for POLYPHASE OVERHEAD DISTRIBUTION. All POLES in a PRIVATELY OWNED LINE must be covered, a customer can not cover just a portion of the PRIVATELY OWNED LINE. These charges will be billed monthly as follows:

1) SINGLE PHASE OVERHEAD DISTRIBUTION $5.00 per month per POLE.

2) POLYPHASE OVERHEAD DISTRIBUTION $7.50 per month per POLE.

14-D EXCLUSIONS

The following are excluded from this policy.

1) UNDERGROUND DISTRIBUTION facilities.

2) POLES that were added to the PRIVATELY OWNED LINE after execution of a P.L.U.S. Service agreement and not added to that agreement or otherwise paid for under 14-C above.

3) PRIVATELY OWNED LINES that were not determined to be acceptable during an initial site visit by Company staff.

4) Service-Entrance Conductors and Service Equipment (both as defined by the National Electrical Code) and transformers owned by the customer.

5) Any privately owned Service Drop (as defined by the National Electrical Code) that does not include a privately owned pole.

6) Any Company owned or other equipment that is normally covered by the Company.

14-E FAILURE TO MAKE TIMELY PAYMENT

A late payment charge in accordance with Section 4-F shall apply to the bills of customers obligated to make monthly charge payments under the terms of this Section.

In the event that a customer becomes more than 30 days in arrears on payments equal to or greater than the value of one month's P.L.U.S. Service under the Customer's P.L.U.S. Service agreement, the Customer shall be in default and the Company shall not be obligated to provide repair, maintenance or replacement service as otherwise required under their P.L.U.S. Service agreement. Customers in default shall be eligible for service at the Company's reimbursement for utility cost and rates sheet.

SECTION 15: SECTION DISCONTINUED

SECTION 16: SECTION DISCONTINUED (RESIDENTIAL WATER HEATER CYCLING PROGRAM)

SECTION 17: SECTION DISCONTINUED (COMMERCIAL LIGHTING INCENTIVE PROGRAM)

SECTION 18: WATER HEATER CONSERVATION

18-A PROGRAM DESCRIPTION

The Company will conduct a Water Heater Conservation program which entails the offering of certain electric water heater conservation measures to all eligible customers without charge. The goal of this program is to provide at least 5000 packages of water heater conservation measures per year on an ongoing basis until such time as all eligible customers have received the service or it is no longer cost effective to continue the program.

18-B PROGRAM PARTICIPATION REQUIREMENTS

In order to qualify as a program participant a customer must:

1. Be a customer of the Company receiving electric service under any of the retail rate classes; and
2. Be the owner, renter, or lessor of a building or dwelling unit whose hot water is provided by one or more electric water heating tanks of capacity of 80 gallons or less.
3. If a renter or lessor of a building or dwelling unit, have the signed written permission of the owner of the building

18-C METHOD OF DELIVERY

Service shall be delivered through one or more contractors chosen by competitive bid, either on a system-wide basis or on a company operating division basis. Such contractor shall be required to:

1. Install electric water heater conservation measures (insulation jackets, pipe wrap insulation, low-flow shower head and sink aerators).
2. If desired by customer, turn down water heater temperature and, if practical, drain sediment from water heater.
3. Agree to subject all work performed to random inspections by the Company.
4. Agree to bill the Company monthly for the charges for the performance of its activities under the program at the bid rate.
5. Agree to deliver information concerning other programs aimed at encouraging conservation efforts or investments.

18–D REQUIREMENTS OF THE COMPANY

The Company shall be required to:

1. Design and implement a promotional campaign, while keeping the Commission, Public Advocate and Office of Energy Resources informed of the contents of the promotional campaign and affording each of them an opportunity to comment in a timely manner upon the contents of such campaign.

2. Refer Customers to contractor and assist, when practical, in scheduling work.

3. In soliciting bids from contractor(s) for the water heater program, to solicit bids for the installation of "seal-up" measures. These "seal-up" measures may include, but are not limited to caulking or weather stripping of windows and doors, insulation of hot water pipes on heating systems or hot water systems whether or not such systems are electric, and sealing various other sources of heat loss.

4. In evaluating bids, to give preference to those contractors submitting bids for both water heater and "seal-up" measures, provided that the bid price for the installation of the water heater measures does not substantially exceed the bid price of competing contractors that submit bids on the installation of water heater measures only. A statement to the effect that a contractor's ability to deliver "seal-up" measures will be a factor in bid evaluation shall be included in the request for bids. Such a Seal-Up Program will be designed to offer Customers the opportunity of purchasing Seal-Up conservation measures from a contractor at a reasonable cost with no subsidy being provided by the Company.

SECTION 19: ELECTRICITY PROVIDERS

19-A GENERAL

In accordance with Maine Public Utilities Commission rules, the Company will provide certain services and charge certain fees to Competitive Electricity Providers and Standard Offer Providers, as described in this section.

19-B BILLING SERVICES - STANDARD BILL FORMAT AND RATE STRUCTURE

The charge for providing consolidated utility billing services will be $.27 per bill. Consolidated utility billing services, in accordance with Maine Public Utilities Commission rules, will include bill calculation, printing, mailing, collection, remittance processing and Automatic Clearing House (ACH) funds transfers. The annual notice required by Chapter 305(4)(B)(1)(b) will also be provided as part of the consolidated utility billing service.

19-C SUPPLIER INITIATED OFF-CYCLE TERMINATIONS

The charge to the Provider for terminating electricity supply to a Customer on a date other than the regular meter reading date will be $5.00. Under such circumstances, usage will be prorated between the terminating Provider and the new Provider.

If an actual meter reading is required by a Provider terminating service on a date other than the Customer's regular meter reading date, the charge will be as stated in the Company's Terms and Conditions, Section 3-B, Transfer of Service. Unless otherwise specified, requests for off-cycle service terminations will be processed as soon as practicable in the normal course of the Company's business, during regular business hours.

19-D CUSTOMER INITIATED OFF-CYCLE TRANSFER OF SERVICE TO STANDARD OFFER

When a Customer contacts the Company to terminate service from a Competitive Electricity Provider and obtain service from the Standard Offer on a date other than the regular meter reading date, a $5.00 fee will be charged to the Customer. Under such circumstances, usage will be prorated between the terminating Provider and the new Provider.

If an actual meter reading is required by a Customer terminating service on a date other than the Customer's regular meter reading date, the charge will be as stated in the Company's Terms and Conditions, Section 3-B, Transfer of Service. Unless otherwise

specified, requests for off-cycle service terminations will be processed as soon as practicable in the normal course of the Company's business, during regular business hours.

19-E CUSTOMER HISTORY DATA

The Company will provide customer usage history records to Competitive Electricity Providers in accordance with the Company's Terms & Conditions, Section 20.

19-F NONSTANDARD METER INSTALLATIONS

The Company will install a nonstandard meter at the request of a Competitive Electricity Provider, and will accommodate request for nonstandard meters as quickly as practicable in the normal course of the Company's business. The Company will prioritize requests, with the objective of maintaining the shortest possible backlog, by considering the order of requests, the complexity of implementation and equity among customer groups.

The Company will charge its incremental costs of owning, maintaining and installing the nonstandard meter to the Competitive Electricity Provider. The Company, at its sole discretion, may require advance payment from the Competitive Electricity Provider.

19-G NONSTANDARD BILL FORMAT OR RATE STRUCTURE

A Competitive Electricity Provider may request a nonstandard bill format or rate structure for bills issued to its customers by the Company. The Company will determine the price and time frame for completion within fifteen (15) business days of the request. The price will be based on the Company's reasonable costs for implementing the nonstandard bill format or rate structure.

19-H INFORMATION DISCLOSURE FOR STANDARD OFFER CUSTOMERS

The Company will distribute disclosure labels to Standard Offer customers as required by Chapter 306, Section 2(E) (4) of the Maine Public Utilities Commission rules, as amended from time to time.

SECTION 20: TERMS FOR FURNISHING BILLING, PAYMENT, AND USAGE RECORDS

20-A GENERAL

The Company will provide copies of a customer's billing, payment and usage records to individuals and entities having a right to such records, as provided by the Rules of the Maine Public Utilities Commission or Maine law. Such records will be provided in a standard format specified by the Company.

Requesting parties may be required to provide account numbers when requesting information for multiple accounts.

20-B INFORMATION AVAILABILITY AND CONTENT, CHARGES FOR INFORMATION REQUESTS

The following information pertaining to the most recent twelve (12) billing periods will be provided:

Account Number
Name
Rate Code
Read Dates
Number of days in each billing period
kWh usage for each billing period
kW demand for each billing period (if available)
Usage during on-peak, off-peak and interim periods (if available)
Bill Amounts (provided to customers only)
Payment dates and amounts (provided to customers only)

This information will be provided at no charge to current or prospective customers, tenants or property owners, and to financial assistance agencies. The charge for providing this information to parties other than those listed above, including Competitive Electricity Providers, will be $1.00 per account.

Interval data for the most recent twelve (12) months, when available, will be provided at no charge to customers. The charge for providing this data to third parties, including Competitive Electricity Providers, will be $24.00 per account. The data will be made available electronically, in a standard importable text format, unless otherwise specified by the requesting party. Such non-standard format requests, including but not limited to, paper copies, a specific spreadsheet or database type, will be billed at $48.00 per hour per account plus all materials necessary to fulfill the request.

20-C NON-STANDARD INFORMATION REQUESTS

For usage history requests concerning periods more than 12 months prior to the current month, there will be a charge of $12.00 for each twelve-month period or $1.00 for each individual month period.

20-D AGGREGATED INFORMATION REQUESTS

The charge for providing aggregated information for groups of customers or for providing data not listed in Section B above will be $48.00 per hour, based on the actual time necessary to fulfill the request.

20-E INFORMATION REQUESTS FOR DISPUTE RESOLUTION

There will be no charge for records provided to the Commission or records provided to a customer in response to a dispute.

20-F PROVISION OF AND PAYMENT FOR INFORMATION

Information furnished under the terms of Sections 20-B, C, D, and E, above, shall be provided within a reasonable period of time. The Company may, at its sole discretion, require advance payment of applicable charges for furnishing information under this section.

SECTION 21: SECTION DISCONTINUED (RESIDENTIAL TIME-OF-USE WATER HEATER CYCLING PROGRAM)

SECTION 22: SECTION DISCONTINUED (COMMERCIAL ENERGY CONSERVATION LOAN PROGRAM)

SECTION 23: SECTION DISCONTINUED (HIGH PRESSURE SODIUM STREET LIGHTING CONVERSION PROGRAM)

SECTION 24: SECTION DISCONTINUED (ASSISTANCE FOR DEVELOPMENT OF PREFERRED TECHNOLOGY PROGRAM)

SECTION 25: SECTION DISCONTINUED (CERTIFIED ENERGY MANAGEMENT EDUCATION PROGRAM)

SECTION 26: SECTION DISCONTINUED (RESIDENTIAL WATER HEATER CYCLING)

SECTION 27: VOLTAGE TESTING

The Company constantly monitors secondary bus voltage at the majority of its substations to ensure it conforms to voltage variation ranges established by ANSI C84.1 and Chapter 320 § 4 of the Maine Public Utilities Commission's Rules. If these voltages approach alarm points, or are outside expected ranges, such SCADA enabled substations will alarm in System Operations. System Operators will assess system conditions and take appropriate responsive or corrective actions.

In addition, manual voltage testing procedures are also followed. If a customer calls the Customer Service Center with power quality concerns, the customer will be asked several questions to determine whether the situation constitutes an Emergency, as defined in [Section x of EM's T&Cs]. If the situation constitutes an Emergency, the Company will issue an Outage Ticket and line crews will be immediately dispatched to investigate the Emergency.

For non-emergency conditions, a Voltage Issue is created for the Company's Power Quality Specialist. Non-emergency issues will be addressed within three (3) working days. Depending on initial findings, the Power Quality Specialist will place a voltage recorder to identify whether a problem exists or whether the Company's system meets or exceeds voltage requirements. The Power Quality Specialist may schedule periodic voltage readings of various local meters to monitor conditions. A Power Quality Recorder may be placed on the meter or transformer to determine the following:

- RMS supply voltage, minimum, maximum and average voltages
- Customer amperage, minimum, maximum and average amperages.
- Voltage & Current imbalance
- Loose neutral reports
- Voltage out of limit reports
- Frequency (system controlled; not by the Company)
- Total Power (kW, kVA, Power Factor)
- Voltage & Current THD

Any deficiencies found on the Company's equipment result in creation of a Line Order to correct such deficiencies. Results showing system conditions which meet or exceed requirements result in creation of a memo of explanation with charts showing volts/amps, frequency, load and phase balance information.

SECTION 28: VOLUNTARY TELEMETERING RATE

28-A CHARACTER OF SERVICE

Service is available under this Section to any COMPETITIVE ELECTRICITY PROVIDER who desires that a CUSTOMER receiving generation service from that COMPETITIVE ELECTRICITY PROVIDER be included in the TELEMETERED CUSTOMER GROUP for the purposes of SETTLEMENT. Service under this Term and Condition is optional and is in lieu of service provided under Sections 9-A and 9-B of the Company's Terms and Conditions. Service under this Term and Condition is made available pursuant to Chapter 321 § 3B of the Maine Public Utilities Commission's Rules.

28-B DEFINITIONS

COMPANY PROVIDED TELEPHONE LINE SERVICE- A TELEMETERED SERVICE for which the Company provides the telephone line, through a Local Exchange Carrier, necessary to connect the meter to the telephone system through which the meter is polled.

COMPETITIVE ELECTRICITY PROVIDER- has the definition set forth in Chapter 321 § 1D of the Maine Public Utilities Commission's Rules and is repeated here as: a marketer, broker, aggregator, or any other entity selling electricity to the public at retail in Maine.

CUSTOMER - For purposes of this Section, an individual or entity that takes electric service from the Company under any CLASSIFICATION OF SERVICE as described in Section 1-A through 1-D of the Company's Terms and Conditions.

CUSTOMER PROVIDED TELEPHONE LINE SERVICE- A TELEMETERED SERVICE for which the COMPETITIVE ELECTRICITY PROVIDER provides the telephone line, through a Local Exchange Carrier, necessary to connect the meter to the telephone system through which the meter is polled.

SETTLEMENT - For purposes of this Section, the estimation of hourly loads of Competitive and Standard Offer Providers supplying energy within the Company's service territory. This information is required by ISO-New England to be provided to ISO-New England.

TELEMETERED CUSTOMER GROUP - For purposes of this Section, those customers whose meters are polled daily so as to measure actual hourly loads instead of using estimated loads in SETTLEMENT.

TELEMETERED SERVICE - An individual meter which usage is polled daily and individually undergoes SETTLEMENT as defined in Chapter 321 of the Maine Public Utilities Commission Rules.

TELEMETERING SERVICE - The process of polling daily the usage of an individual meter and using that actual usage for SETTLEMENT as defined in Chapter 321 of the Maine Public Utilities Commission Rules.

28-C CHARGES

For each TELEMETERED SERVICE covered under this Term and Condition will be billed to the COMPETITIVE ELECTRICITY PROVIDER as follows:

1) EQUIPMENT CHARGE FOR ALL INSTALLATIONS $662.00 at installation.

2) COMPANY PROVIDED TELEPHONE LINE SERVICE $94.84 per month.

3) CUSTOMER PROVIDED TELEPHONE LINE SERVICE $56.81 per month.

28-D MANDATED TELEMETERING SERVICE

The expenses for CUSTOMERS who are mandated to receive TELEMETERING SERVICE under Chapter 321 § 3A of the Maine Public Utilities Commission Rules are recovered through tariff rates, not through this VOLUNTARY TELEMETERING RATE. COMPETITIVE ELECTRICITY PROVIDERS incur no TELEMETERING SERVICE costs for their CUSTOMERS who are mandated to receive TELEMETERING SERVICE.

28-E FAILURE TO MAKE TIMELY PAYMENT

A late payment charge in accordance with Section 4-F shall apply to the bills of COMPETITIVE ELECTRICITY PROVIDERS obligated to make monthly charge payments under the terms of this Section.

In the event that a COMPETITIVE ELECTRICITY PROVIDER becomes more than 30 days in arrears on payments equal to or greater than the value of one month's VOLUNTARY TELEMETERING RATE Service for all TELEMETERED SERVICES under that COMPETITIVE ELECTRICITY PROVIDER, the COMPETITIVE

ELECTRICITY PROVIDER shall be in default and the Company shall not be obligated to provide TELEMETERING SERVICE, until such time as the account of the COMPETITIVE ELECTRICITY PROVIDERS is no longer in arrears.

SECTION 29: SMALL GENERATOR AGGRETATION

29-A GENERAL

Pursuant to Chapter 315 of the Maine Public Utilities Commission's Rules, generators with a nameplate capacity of 5 MW or less and operating in the ISO-NE control area may request that the standard offer provider for residential customers purchase the output of its facility. Eligible generators must make this request by contacting the Company. The Company is responsible for administering the sale of the power from small generators to standard offer providers under Chapter 315. Generators with a nameplate capacity of less than 1 MW may qualify for a net metering arrangement over their billing cycle.

29-B CONTRACT

A contract with the Company shall be required for all generators. The contract shall specify, among other things:

1. The size and location of the generator
2. The delivery point and voltage
3. The term of the contract
4. Billing procedures
5. Metering requirements
6. The rights and obligations of the Company and the generator

In addition to the contract required by this section, generators shall also be required to execute all other agreements that may be otherwise required by applicable laws, regulations, tariffs and rate schedules. Such additional agreements include, but are not limited to, (i) customer service agreements that may be required under the Company's rate schedules and (ii) transmission service and interconnection agreements that may be required by applicable Open Access Transmission Tariffs.

29-C ADMINISTRATION

General Procedures: The Company will invoice standard offer providers on a monthly basis for electricity delivered by eligible generator during the previous month. Standard offer providers will be required to pay such invoices within ten (10) days of receipt. The purchase price to be invoiced by the Company for each generator shall be the hourly real-time nodal clearing price for the node on which the generator is located. The standard offer providers shall pay the amount of such invoices, less any incremental ISO-NE system administration costs charged to standard offer providers as a result of purchasing such electricity from the generator. When making payments to the Company, the standard offer providers shall provide the Company with an itemization of the incremental ISO-NE system administration costs to be allocated to each generator. The Company will then pay to each generator the amount received from the standard offer provider, less an administrative fee of $96 per month.

Exception for Generators of 1 MW or Less: Generators with a nameplate capacity of 1 MW or less may elect not to 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. For generators choosing this option, the purchase price by the standard offer providers shall be the average monthly clearing price for the Maine Zone rather than the otherwise applicable real-time nodal clearing price. The Company will prorate, based upon the number of days in the billing cycle, the excess generation by billing cycle in order to estimate the amount of excess generation in each calendar month. The Company will credit each standard offer provider's load obligation by the proportional amount of any excess generation produced by these customers in each calendar month. The Company will submit the standard offer provider's adjusted load obligation in accordance with the ISO-NE resettlement calendar. The Company will invoice the standard offer provider for the MWh's of load reduction multiplied by the Maine Zonal clearing price for the month for which resettlement occurs. The standard offer provider will be required to pay the full amount of such invoice, without offset, within ten (10) days of receipt. Once a standard offer provider remits the payment to the Company, the Company will then pay each generator the amount received from the standard offer provider, less an administrative fee of $48 per month.

29-D NET BILLING CUSTOMERS

Customers that engage in net energy billing pursuant to Chapter 313 of the Maine Public Utilities Commission's Rules may elect to either (a) sell excess generation to the applicable standard offer providers under Chapter 315 or (b) bank such excess generation as a credit against future usage in accordance with Chapter 313 of the Maine Public Utilities Commission's Rules; provided, however, that any such election by the generator may not be changed for one year from the effective date of such election. Net energy billing customers must elect the option of selling excess generation through a contract with the Company. Net energy billing arrangements for customers that elect to sell excess generation to standard offer providers pursuant to Chapter 315 shall be administered in accordance with section 29-A above that applies to generators of 1 MW or less and Chapter 313.

SECTION 30: NET ENERGY BILLING REC AGGREGATION

30-A PROGRAM ELIGIBILITY & REQUIREMENTS

1. Beginning May 1, 2018, eligible customers with eligible facilities may participate in the Company's Renewable Energy Credit (REC) aggregation program pursuant to Chapter 313, § 4(A) of the Maine Public Utilities Commission's rules. A facility is considered eligible pursuant to Chapter 313 if it is an electric generating facility that uses a renewable fuel or technology, as defined in 35-A M.R.S. § 3210(2)(C), or is a micro-combined heat and power system. Eligible facilities, except for microcombined heat and power systems that do not use a renewable fuel or technology as defined in 35-A M.R.S. § 3210(2)(C), are deemed to be certified as new renewable Class I resources pursuant to Chapter 311 of the Maine Public Utilities Commission's rules.

2. Net energy billing customers, including shared ownership customers, who have a facility that is in service on or after May 1, 2018, and are eligible to participate in the REC aggregation program. This program is optional, and any customer that wants to participate in the program must opt-in to the program as set forth in Section 30-B below.

3. Any customer with a facility that was in service prior to May 1, 2018, may participate in the REC aggregation program if the customer agrees to the installation of any equipment necessary for gross metering and to enter into a new contract pursuant to the Chapter 313 rules in effect at the time. Any customer that chooses to enter into a new contract after May 1, 2018, will be subject to the nettable output percentage in effect during the year that the contract is executed.

4. Any customer that participates in the REC aggregation program must allow his or her GIS certificates associated with the facility enrolled or enrolling in net energy billing to be transferred to the Company.

5. For shared ownership customer facilities, all shared ownership customers for the facility must agree to enroll in the REC aggregation program.

6. Customers must remain enrolled in net energy billing to remain enrolled in the REC aggregation program

30-B PROGRAM ENROLLMENT

1. Customers may enroll in the REC aggregation program by choosing the REC aggregation option in their application materials for net energy billing.

2. Any customer that has already enrolled in net energy billing on or after January 1, 2018 and later wants to enroll in the REC aggregation program may enroll through a separate form. This form is available on the Company's website at www.versantpower.com or by calling the Company's Customer Service Center.

3. Any customer participating in the REC aggregation program that no longer wants to participate may un-enroll by submitting an Unenrollment Form. This form is available on the Company's website at www.versantpower.com or by calling the Company's Customer Service Center.

30-C REC AGGREGATION AND BILL CREDITS

1. The RECs for a customer's facility will be transferred to a registered aggregator selected by the Company. The aggregator will sell or retire at the aggregator's discretion. In accordance with Chapter 311 of the Maine Public Utilities Commission Rules, only 90% of the RECs produced by the customer's facility will be sold.

2. Customers participating in the REC aggregation program will receive a credit on their transmission and distribution bill annually. The amount of the credit will be calculated based on the customer's pro rata share of the proceeds from the aggregated REC sales. The aggregator's management fee may change without prior notice. the Company will never add charges to the customer's bills related to REC aggregation.

3. The Company or any REC aggregator that it contracts with have an obligation to make a good faith effort to maximize the amount it receives for RECs. However, customers participating in the REC aggregation program agree to accept the REC sale price that the Company or its REC aggregator is able to obtain and that it is possible the Company or its REC aggregator may not be able to sell the RECs. If the Company or its REC aggregator is not able to sell the RECs, the customer will not receive compensation for those RECs.

4. Customers participating in the REC program acknowledge that REC sales and participation REC markets are governed by rules established by entities including the New England Power Pool Generation Information System (NEPOOL GIS) and the North American Renewables Registry (NAR) and that these rules may change from time to time.

SECTION 31: LOW INCOME PAYMENT ASSISTANCE PROGRAM

31-A GENERAL PROGRAM - DESCRIPTION

1. Beginning October 1, 2001, the Company will offer a Low-Income Assistance Program for qualifying low-income customer in Compliance with Chapter 314 "Statewide Low-Income Assistance Plan". Eligibility and program administration shall be determined by Chapter 314. The Program will be available to eligible customers in Versant's Bangor Hydro and Maine Public Districts.

2. To participate in the Program, the customer must allow the Company, and the state agencies identified in Chapter 314 to share information about the customer.

3. Customers who satisfy the Program requirements will receive the Program benefits in the form of a credit to their account.

31-B PROGRAM PARTICIPATION REQUIREMENTS

Qualified Program Participant:

1. Must take service from the Company under a Residential or Electric Heat Rate on a continuing year-round basis.

2. Must meet the eligibility criteria specified in Chapter 314.

31-C PROGRAM TERMS

1. Eligible Customers will receive an annual benefit as calculated utilizing the Lump Sum Benefit Program as described in Chapter 314 using a default allocation model provided annually by the Commission.

2. The benefits set forth in (1) will appear as a credit on the Customer's bill.

3. A minimum benefit of $20 will apply to any Eligible Customer who would otherwise receive a lower benefit amount using Commission's default allocation model.

31-D PROGRAM ADMINISTRATION

1. The Program will be administered according to the provisions of Chapter 314.

2. The Company will notify its customers of the Program through the following means:

    a. To all Customers establishing a residential service.
    b. Through an annual mailing to all residential Customers in the Know Your Rights publication.
    c. The annual offer of Special Payment Arrangements (SPA) to previous SPA customers; and
    d. Additional media advertising as it deems necessary.

31-E COMPANY OBLIGATIONS

The total cost of the benefits available under this Program will be determined by the Commission in accordance with Chapter 314.

31-F OXYGEN PUMP AND VENTILATOR PROGRAM - GENERAL PROGRAM DESCRIPTION

Beginning October 1, 2006, as more fully described in Chapter 314, customers on an oxygen pump or ventilator for a minimum of eight (8) hours of a 24-hour period will be given a credit on their electric bill intended to be the full cost to operate such equipment. The Program will be administered in accordance with Chapter 314.

31-G ARREARAGE MANAGEMENT PROGRAM (AMP)

Pursuant to Chapter 317 of the Maine Public Utilities Commission Rules, the Company is offering an Arrearage Management Program (AMP) that allows eligible residential customers with overdue balances to reduce that overdue amount by paying their current bill. This term applies in both the Bangor Hydro and Maine Public Districts.

Program

Customers must apply to enroll in the AMP and may participate for 12 months from the date of their enrollment. Under the AMP, customers with arrearages meeting the eligibility criteria below may have a portion of that arrearage forgiven over a period of 12 months for every month that the customer pays their current bill on time. Customers

enrolled in the AMP will have one-twelfth (1/12th) of their outstanding arrearage forgiven for every monthly payment made, up to a maximum of $500 forgiven per month. If a customer enrolled in the AMP has an arrearage amount exceeding $6000, the customer may apply for an additional year in the AMP until the arrearage amount is forgiven in full or until the program termination of the program pursuant to the applicable law.

While a customer is participating in the AMP, the Company will not charge late fees or otherwise attempt to collect on the arrearage subject to the AMP. Customers participating in the AMP will also not be subject to disconnection for the arrearage amount subject to the AMP.

Eligibility

To be eligible for the Arrearage Management Program (AMP), customers must meet the following criteria:

1. The customer must meet the eligibility criteria for the Maine Home Energy Assistance Program ("HEAP") or Maine's Low-Income Assistance Program ("LIAP").
2. The customer must have an arrearage amount equal to or greater than $500 where a portion of the arrearage is at least 90 days in arrears.
3. The customer's electric account in arrears must be a residential electric account that is taking service on a continuing year-round basis.
4. A residential customer is not eligible for an AMP if the customer has previously participated in an AMP in the previous six years, voluntarily withdrawn from an AMP in the previous six year, or is in default under an AMP in the previous six year. The six year calculation starts from the time of the AMP or program completion, voluntary withdrawal or default. In situations where a residential customer is in default under an AMP, the customer is eligible to participate in the AMP only if the customer has met the requirements of reinstatement after default set forth below.

Enrollment

Eligible customers may enroll in the program through a Community Action Agency (CA), as defined by Chapter 317, that is responsible for HEAP administration in the customer's service area. Eligible customers that have already applied for HEAP may also enroll by contacting the Company's Customer Service Center at 1-855-363-7211 or

1-207-973-2000. Customers must provide the information required by the Standard Intake Form to participate in the program.

The Company will electronically provide Efficiency Maine Trust with the enrolled customer's Standard Intake Form and usage information within 30 days of the date the Company receives the form. Customers enrolling in the AMP will be provided with an Energy Usage Assessment by Efficiency Maine Trust at no cost to the Customer. As a condition of enrollment in the AMP, Customers shall agree to accept energy management measures and programs offered at no cost by Efficiency Maine Trust. The Customer shall also agree to accept any other energy management measures, tools, technology offered at no cost by the Company, Efficiency Maine Trust, the Maine State Housing Authority, or other federally or state-funded programs and complete a usage assessment for the Customer's dwelling or rental unit, to the extent such acceptance is within the Customer's control.

Customers enrolling in the AMP will not be required to pay more than a single month's worth of electric service, excluding deposits. However, the Company may withhold enrollment until the next billing cycle.

Default and Reinstatement

If a customer participating in the AMP misses a payment, the customer is considered in default and will not receive the monthly forgiveness amount. The Company will contact the participating customer, in a manner of the Company's choosing, to notify the customer of the default and the customer's ability to cure a first default. A customer in default may be reinstated in the AMP if the customer pays all missed payments and associated late fees. When this payment is made, the customer will receive the forgiveness amounts for the missed months. If a customer misses more than two monthly payments, consecutive or otherwise, the customer will not be reinstated into the program for a period of six years starting from the date of the second missed payment. While a customer is in default, the Company may resume normal collection activity for the arrearage amount on the account.

Withdrawal

Customers participating in the AMP may withdraw from the program at any time. Customers that have withdrawn from the AMP in the previous six years starting from the date of withdrawal will not be eligible to participate in the AMP, and the Company may resume normal collection activity for the arrearage amount on the account.

Payment Arrangements

Customers enrolled in payment arrangements at the time of enrollment will be removed from the payment arrangement and will start paying their current monthly bill. Customers enrolled in a Special Payment Arrangement at the time of enrollment may elect to remain on the arrangement and participate in the AMP, or they may return to paying the current amount due each month.

Customers enrolled in the AMP may enter into Special Payment Arrangements, in accordance with Maine Public Utilities Commission Rule Chapter 815, that may allow the customer to pay less than the current amount due in the winter months and potentially pay more in non-winter months. AMP participants that elect to enter into a Special Payment Arrangement must pay the amount due under the terms of the arrangement in both winter and non-winter months and may not return to the current monthly payment in the non-winter months for the duration of the Special Payment Arrangement.

Applicants for Service

Applicants for residential service who qualify for the AMP at the time they apply for service with the Company may participate in the AMP program. Applicants will be required to pay 10% of the customer's arrearage amount, up to a maximum of $500 dollars. Applicants must also pay any applicable deposit or reconnection fees.

Application of Unused and Expired kWh Credits to AMP Customer Account Balances

Pursuant to Section 3(J)(3) of Chapter 313, on or before April 1st of each year (beginning April 1, 2022), the Company shall (1) determine the monetary value of unused and expired kilowatt-hour credits during the prior calendar year for customers billed on a net energy kWh basis ("Expired kWh Credits"), and (2) apply the value of the Expired kWh Credits to reduce the account balances of customers participating in the AMP (the "Annual AMP Expired kWh Account Credits"), according to the rules and procedures set forth below.

1. Aggregation of Expired Credits Between Districts: In determining the value of the Annual AMP Expired kWh Account Credits to be applied to AMP customer account balances in a given year, the Company shall determine the Expired kWh Credits for each district as of December 31st of the preceding year and will calculate their value using the applicable residential electric delivery and standard offer rate in effect for each district as of December 31st of the preceding year. The Company will then combine the value of all Expired kWh Credits from the prior year arising from the Maine Public District with those arising from the Bangor Hydro District and divide the

aggregate value of such Expired kWh Credits evenly amongst all Credit Eligible AMP Customers in both the Maine Public District and the Bangor Hydro District, subject to the treatment of Excess Amounts as provided below.

2. Credit Eligible AMP Customers; Date of Determination: A customer will be eligible for an Annual AMP Expired kWh Account Credit in a given year if (a) such customer was a participant in the AMP as of 11:59 PM on December 31st of the preceding year (regardless of such customer's AMP participation status on the date the Company applies the Annual AMP Expired kWh Account Credits) and (b) such customer is a customer of the Company with an active account that can be credited on the date the Company applies the Annual AMP Expired kWh Account Credits (each such customer, a "Credit Eligible AMP Customer").

Maine Public District

Notwithstanding the terms and conditions set forth in Sections 1 through 31 above, the following terms and conditions shall apply to, and only to, the customers located in the Company's MAINE PUBLIC DISTRICT.

TO THE EXTENT THERE IS ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THESE TERMS AND CONDITIONS, THE PROVISIONS OF SECTIONS 1 THROUGH 31 SHALL APPLY AND CONTROL FOR CUSTOMERS LOCATED IN THE BANGOR HYDRO DISTRICT AND THE PROVISIONS OF SECTIONS 32 THROUGH 41 SHALL APPLY AND CONTROL FOR CUSTOMERS LOCATED IN THE MAINE PUBLIC DISTRICT.

SECTION 32: SECTION DISCONTINUED (CLASSIFICATION OF SERVICE)

SECTION 33: CUSTOMER'S USE OF SERVICE

33-A FLUCTUATING OR LOW POWER FACTOR LOADS

In the installation of motors and neon lamps, mercury vapor lamps, and other gaseous tube lamps or lighting devices having low power factor, the Company may require the Customer to provide power factor corrective equipment, at his own expense, which will maintain the power factor of each such device at not less than 90%.

SECTION 34: PRORATED BILLS

34-A PRORATED BILLS

If a monthly bill is rendered for a period of less than 26 or more than 34 days the monthly rate blocks shall be prorated for billing purposes in the ratio of the actual period to thirty days. No prorated bill shall be prepared for less than $1.00.

SECTION 35: RESERVED FOR FUTURE USE

[PRIOR SECTION 35 (LINE EXTENSIONS – MAINE PUBLIC DISTRICT) REPLACED WITH NEW SECTION 5 (LINE EXTENSIONS)]

SECTION 36: METERING

36-A UNMETERED SERVICE

The Company may, where it is impractical to meter, serve certain facilities unmetered. In such cases, the kilowatt-hour consumption may be estimated and billed in accordance with the applicable rate.

SECTION 37: SERVICE TO MOBILE HOMES AND SIMILAR TRANSIENT LIVING UNITS

37-A SERVICE TO MOBILE HOMES AND SIMILAR TRANSIENT LIVING UNITS

General

The owner or operator must provide suitable means for attachment of service drops and mounting of the Company's meters and his own service equipment, including the installation of a customer owned point of attachment pole and anchor. The owner's installation must comply in all respects to the Company's Standard Requirements and the National Electrical Code.

The Company's terms and conditions regarding private lines and line extensions shall apply to the ownership and maintenance of a customer owned pole required hereunder, including the requirement that the Customer shall be required to enter into a private line extension contract.

A Customer may be eligible for the Company's Private Line Utility Support – Plus program under Section 14 of its Terms and Conditions with respect to customer owned poles hereunder.

Commercial Mobile Home Parks

Tenants of the park must apply directly to the Company for establishment of service. The Company will bill the tenants directly on the appropriate rate and will be responsible for collections.

Replacement of Poles Installed Prior to January 1, 2014.

If a point of attachment pole and anchor described above was installed prior to January 1, 2014, and ownership of the pole is indeterminable from the Company records, the Customer may request the Company replace the pole at no cost to the Customer, provided that (i) the Company determines the pole requires replacement following inspection; (ii) the Customer shall retain ownership of the replacement pole following installation and be responsible for maintenance and replacement thereof; and (iii) the Customer shall have entered into a private line contract in accordance with the Company's terms and conditions regarding private line poles and extensions.

SECTION 38: LOW INCOME ASSISTANCE PROGRAM

38-A GENERAL PROGRAM DESCRIPTION

(1) Beginning October 1, 2001, the Company will offer a Low-Income Assistance Program for qualifying low-income customers. This Program will bring the Company into Compliance with Chapter 314 "Statewide Low-Income Assistance Plan". The Company's assessment is listed in Appendix A of Chapter 314, Establishment of Assessment and Apportionment Amounts for Low-Income Assistance Plan and Assessment Amounts for Oxygen Pump and Ventilator Programs Pursuant to Chapter 314. The Program will be available to low-income residential customers who are eligible for and receive Home Energy Assistance Program (HEAP) benefits and who are not receiving a housing subsidy that limits the household's total housing costs, including utilities, to a fixed percentage of the household's income.

(2) The Program will be administered in conjunction with the Maine State Housing Authority (MSHA) and other Community Agencies contracting with MSHA. These agencies will certify that the customer is eligible for HEAP benefits, specifically, determine the customer's income level when compared to the Federal Poverty Guidelines and not receiving a housing subsidy. Once certified as eligible, the customer will then be referred to the Company who will enroll the customer in the Program.

(3) To participate in the Program, the customer must agree to allow the Company, MSHA and other agencies that may contract with MSHA to share information about the customer. Certain customers must also agree to accept a specially designed energy audit, unless the participant is a tenant and the landlord withholds the required consent.

(4) Customers who satisfy the Program requirements will receive the Program benefits in the form of a credit to their account. The credit will appear on the customer's bill at the time MSHA notifies the Company of their eligibility.

38-B PROGRAM PARTICIPATION REQUIREMENTS

(1) Qualified Program Participant:

(a) Must take service from the Company under a Residential Rate.

(b) Must be eligible for and receive HEAP benefits during the current Program year.

(c) Must not receive a housing subsidy that limits the household's total housing cost, including utilities, to a fixed percentage of the household's income.

(d) Must allow the Company, MSHA and other agencies contracted with MSHA to share information about the customer.

(e) Will be encouraged to pay, during the months of November through March, the smaller of his or her bill or an equal monthly payment. The Company will offer to any customer who enters the program with an arrears balance of $100.00 or more an individualized special payment arrangement with the purpose of establishing affordable payments during the November-March period.

(f) If the customer's usage in the prior November through March period was 4,000 kWh or more and the customer had an arrearage of $100.00 or more on November 1, the customer may be offered a specially-designed low-income energy audit, unless previously provided with such audit as a result of participating in any prior Program.

38-C PROGRAM TERMS

(1) Eligible customers will receive an annual benefit as calculated utilizing the Lump Sum Benefit Program as described in subsection E of Chapter 314 using a default allocation model provided annually by the Commission. An example of the model is available as Appendix A of Chapter 314

(2) If funds remain in the Company apportionment after the disbursement of benefits, in September, the remaining funds will be redistributed to qualified customers based on a percentage basis. The purpose of the redistribution is to ensure the Company apportionment is distributed in the current Low-Income Assistance Program year.

(3) The benefits set forth in (1) will appear as a credit on the customer's bill.

(4) Customers will be encouraged to make the minimum payment under 38-B(1)(e) to help lower customer arrears coming out of the winter months

38-D PROGRAM ADMINISTRATION

(1) All participating customers will be certified by the appropriate agency at the time they apply for HEAP benefits. These agencies will provide MSHA with the information obtained from the customer at the time the customer enrolls in HEAP, and MSHA will forward the information to the Company.

(2) After receiving the information from MSHA, the Company will enroll the customer in the Program.

(3) The Company shall reimburse MSHA for its costs of administering the Program as directed by Appendix A of Chapter 314.

(4) The Company will notify its customers of the Program through the following means:

(a) To all customers establishing a residential service.

(b) Through an annual mailing to all residential customers in the Know Your Rights publication.

(c) The annual offer of Special Payment Arrangements (SPA) to previous SPA customers; and

(d) Additional media advertising as it deems necessary.

38-E COMPANY OBLIGATIONS

The total cost of the benefits available under this Program are determined in Appendix A of Chapter 314.

38-F OXYGEN PUMP AND VENTILATOR PROGRAM – GENERAL PROGRAM DESCRIPTION

(1) Beginning October 1, 2006, as more fully described in Chapter 314 Section 4(K), customers on an oxygen pump or ventilator for a minimum of eight (8) hours of a 24-hour period will be given a credit on their electric bill intended to be the full cost to operate such equipment. Based on the hours of operation, Chapter 314 includes as Table 1, the Oxygen Pump Usage Chart of kWh usage; and as Table 2, the Ventilator Usage Chart of kWh usage.

(2) The Oxygen Pump and Ventilator Program will be administered in conjunction with MSHA.

SECTION 39: RESERVED FOR FUTURE USE

SECTION 42: SMALL GENERATOR INTERCONNECTION PROCEDURES

42-A GENERAL

Chapter 324 of the Maine Public Utilities Commission's Rules sets forth standards and requirements governing the interconnection of electric generation facilities that are not subject to the jurisdiction of the Federal Energy Regulatory Commission. These Terms and Conditions are intended to supplement the provisions of Chapter 324 and the standard forms approved thereunder.

42-B OPERATIONS AND MAINTENANCE CHARGES – DISTRIBUTION UPGRADES

For Distribution Upgrades installed pursuant to Chapter 324, the monthly operation and maintenance (O&M) charge shall be 0.113% of the total installed cost of any such Distribution Upgrades. This monthly O&M rate shall apply for the term of the applicable Interconnection Agreement entered into between the Company and the Customer-Generator.

42-C OPERATIONS AND MAINTENANCE CHARGES – INTERCONNECTION FACILITIES

For Interconnection Facilities installed pursuant to Chapter 324, the monthly O&M charge shall be 0.537% of the total installed cost of any such Interconnection Facilities. This monthly O&M rate shall apply for the term of the applicable Interconnection Agreement entered into between the Company and the Customer-Generator.