

Community Solar Subscription Agreement Terms and Conditions

Version Dated [9/12/2024]

This document contains the terms and conditions of the Community Solar Subscription Agreement (the “**Agreement**”) between the person subscribing to purchase net energy billing credits (“**Customer**”) from Maine Community Power Cooperative, Inc., a Maine consumer cooperative (“**MCPC**”). This Agreement is effective as of the date of MCPC’s acceptance of Customer’s enrollment on MCPC’s enrollment platform (the “**Effective Date**”). Each of Customer and MCPC is referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

Background

MCPC is a cooperative whose mission is to develop community solar facilities (the “**MCPC Projects**”) and make energy billing credits from MCPC Projects available to subscriber-members of the cooperative. Each MCPC Project will be located in the service territory of Central Maine Power Company (the “**Utility**”) and is expected to be approximately 198 MW DC (152 kW AC).

Each MCPC Project will be interconnected to, and deliver electricity into, the Utility’s electric distribution system pursuant to the Maine Customer Net Energy Billing regulations, 65-407 C.M.R. ch. 313 (2024) (the “**Net Energy Billing Regulations**”), issued by the Maine Public Utilities Commission (the “**PUC**”) and the PUC’s Orders enabling net energy billing and community shared solar (the “**Orders**”) and together with the Net Energy Billing Regulations, the “**Net Energy Billing Rules**”).

In accordance with the Net Energy Billing Rules, the Utility allocates Net Energy Billing-Kilowatt-Hour Credits (“**Credits**”) from an Eligible Facility to the Utility accounts of Utility customers having a Shared Financial Interest in that Eligible Facility (as such capitalized terms are defined in the Net Energy Billing Rules). Under the Net Energy Billing Rules, for each approximately 30-day Utility billing period (a “**Billing Period**”), Credits will be allocated to the Utility accounts of customer identified by MCPC pursuant to the terms of a net energy billing agreement between MCPC and the Utility (a “**Net Energy Billing Agreement**”).

Customer is an electric service Customer of the Utility and each MCPC Project is or will be an Eligible Facility. Customer wishes to purchase and receive Credits issued by the Utility with respect to the electricity generated by a portion of the generating capacity (in kW DC) of an MCPC Project equal to the subscription amount specified by Customer on MCPC’s enrollment platform (as may be adjusted pursuant to this Agreement, the “**Allocated Capacity**”), MCPC wishes to sell and allocate such Credits, all upon the terms and conditions of this Agreement.

The MCPC Project to which Customer is subscribed under this Agreement (the “**Assigned Facility**”) has been or will be specified in a separate notice to Customer. Customer’s percentage share of the Credits from the Assigned Facility (the “**Allocation Percentage**”) will be equal to the Allocated Capacity divided by the generating capacity (in kW DC) of the Assigned Facility.

Customer has specified on MCPC’s enrollment platform the Customer’s Utility electric service account or accounts (the “**Designated Accounts**”) to which Credits will be allocated under this Agreement. In the event of multiple Designated Accounts, Customer has specified the percentage of Credits to be allocated to each Designated Account.

Terms and Conditions

1. Assignment of MCPC Project. The MCPC Project to which Customer is subscribed under this Agreement (the “**Assigned Facility**”) has been or will be specified in a separate notice from MCPC to Customer. MCPC may designate the Assigned Facility after the Effective Date. After MCPC has designated an Assigned Facility, upon notice to Customer, MCPC may designate a different MCPC Project as the Assigned Facility. Customer acknowledges that even after MCPC has designated an Assigned Facility, the Assigned Facility may still be in development and there may be a substantial period of time before the Assigned Facility is constructed and is in commercial operation and generating Credits.

2. Allocation of Credits.

- a. For each Billing Period during the term of this Agreement, MCPC shall allocate, sell, transfer, assign, convey, set over and deliver the Allocation Percentage of the Credits issued by the Utility in connection with electricity generated by the Assigned Facility during such Billing Period. MCPC makes no representations concerning the amount of Credits that will be issued with respect to any Billing Period.
- b. MCPC shall have the right to make adjustments to the Allocated Capacity (and corresponding adjustments to the Allocation Percentage) in future Billing Periods so long as, following such adjustment, MCPC's reasonable estimate of the annual amount of Credits to be allocated to Customer does not exceed Customer's historical annual usage as determined by the Utility.
- c. MCPC shall cause to be filed a Net Energy Billing Agreement with the Utility indicating the proportion of Credits to be allocated to the Designated Accounts.
- d. Customer shall irrevocably accept and assume the allocation and assignment of Credits set forth above.
- e. Should the Utility cause Customer's Utility rate class (the "**Rate Class**") to be changed or modified for any reason, Customer shall immediately notify MCPC of this change and the extent of the modification. MCPC reserves the right to cancel this agreement should Customer's Rate Class be changed or modified
- f. Customer shall take any action and execute any documents, as required, to designate (and, as necessary, re-designate) MCPC or its designee to the Utility as an authorized recipient of the energy billing and usage data with respect to the Designated Account(s).

3. Payment for Credits.

- a. For each Billing Period until the end of this agreement, MCPC shall provide to Customer an invoice (an "**MCPC Invoice**") that details the amount of Credits transferred to the Designated Accounts by the Utility. MCPC reserves the right to issue some or all MCPC Invoices based on the Billing Period in which the Credits are used to offset amounts on Customer's Utility bill(s).
- b. Included in the MCPC Invoice will be a line item identifying the payment due from Customer, which will be equal to 80% of the dollar value of the Credits transferred to Customer, as reasonably calculated by MCPC. Based on the Utility's current rate structure and the Net Energy Billing Rules, the value of a Credit will be equal to the then-applicable Standard Offer electricity supply charge plus the then-applicable delivery charge for Customer's rate class. For avoidance of doubt, this method of calculation will apply even if Customer does not receive Standard Offer supply from the Utility and instead receives electricity supply from a competitive electricity supplier.
- c. Customer's payments to MCPC or its designee shall be due and payment shall be made within thirty (30) days after MCPC provides Customer with the MCPC Invoice. Customer shall make payment using ACH (Automated Clearing House) payment or one of the other means of payment approved by MCPC from time to time. MCPC may, upon notice to Customer, instruct payments hereunder be made to an Affiliate of MCPC or to another third party.

4. Dispute or Complaint Resolution Process.

- a. If Customer, in good faith, disputes an amount billed by MCPC as provided in this Agreement, Customer shall promptly notify MCPC of the basis for the dispute no later than the fifth (5th) business day after the applicable MCPC Invoice. The Parties agree to seek resolution of such dispute in good faith. Upon resolution of the dispute, any required refunds or payments shall be made to Customer or MCPC, where appropriate, with clear communication regarding the method and timing of these refunds or payments. For avoidance of doubt, Customer shall timely pay the undisputed portion of the applicable MCPC Invoice as required under Section 2(a).
- b. If Customer, in good faith, disputes an amount paid to MCPC as provided in this Agreement, Customer shall notify MCPC within six (6) calendar months from the date of such payment. The Parties agree to seek resolution

of such dispute in good faith. Upon resolution of the dispute, any required refunds or payments shall be made to Customer or MCPC, where appropriate, with clear communication regarding the method and timing of these refunds or payments.

c. Customer may, at any point during a dispute or complaint resolution process, request a written report from MCPC detailing all attempts to resolve the complaint or dispute.

d. If the Parties fail to resolve a dispute through their good faith efforts, the Parties agree to submit the dispute to binding arbitration in the State of Maine, conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association. An award of arbitration may be confirmed in a court of competent jurisdiction. Except for the assessment of costs, expenses, and reasonable attorneys' fees made as part of the arbitration award, each Party shall pay its own costs, fees and expenses.

e. Notwithstanding anything to the contrary in this Agreement, if Customer, in good faith, wishes to file any other complaint or dispute with MCPC, Customer shall do so via written notice as soon as possible. Customer may also file a complaint at any time with the Maine Office of the Public Advocate, the current address of which is:

Maine Office of the Public Advocate
103 Water St, 3rd Floor
Hallowell, ME 04347
207-624-3687
opa@maine.gov

5. Mutual Cooperation. Customer and MCPC shall, from time to time after the execution of this Agreement, at the request of either Party, prepare, execute and deliver to the requesting Party such other necessary instruments and to cooperate with each other and take such other actions, as may reasonably be needed to effect the intent of this Agreement.

6. Term of Agreement.

a. The initial term of this Agreement shall commence on the Effective Date and end one (1) year following the date of the first bill issued by the Utility which shows a Credit from MCPC. Following the initial one (1) year term, this Agreement shall be automatically extended on a yearly basis under the same terms and conditions stated herein, until either Party, at least ninety (90) days prior to the end of the then-current term, has provided notice of non-renewal to the other Party. Sections 3 through 10 hereof shall survive expiration or termination of this Agreement.

b. Customer may rescind this Agreement upon oral or written notice to MCPC within five (5) days following Customer's receipt of the first MCPC Invoice, provided that Customer shall in any event be responsible for payment of such invoice. In the first MCPC Invoice, MCPC will provide a notice of this rescission right and may provide additional instructions to Customer regarding how Customer may proceed with rescission.

c. In addition to Customer's right of rescission set forth in Section 6(b), Customer may terminate this Agreement by giving MCPC written notice not later than ninety (90) days prior to the desired termination date. Following Customer's notice of termination pursuant to this Section 6(c), MCPC shall exercise commercially reasonable efforts to replace Customer by the desired termination date, but Customer will continue to pay for the Credits allocated to Customer until MCPC amends the allocation instructions on file with the Utility to replace Customer with a new customer that qualifies under the Net Energy Billing Rules and has approximately the same allocation, and the Utility processes such changes, at which point the termination of this Agreement shall take effect.

7. Events of Default.

a. It shall constitute an Event of Default of Customer hereunder if (i) Customer fails to pay any undisputed sum when due, except that Customer shall be entitled to written notice of a late payment on two (2) occasions within any rolling three hundred sixty-five (365) day period. Customer shall not be in default on such occasions if the amount due is received by MCPC within five (5) days after Customer's receipt of MCPC's notice of default or (ii) Customer ceases to be a subscriber-member of MCPC.

b. Immediately upon an Event of Default of Customer, MCPC may, in its sole discretion, terminate this Agreement by giving Customer written notice thereof and allocate the Allocated Capacity to one or more third parties. MCPC's exercise of its right to terminate this Agreement shall not limit MCPC's right to exercise any other right it may have at law or in equity or under MCPC's governing documents or the subscriber membership agreement between Customer and MCPC.

8. Customer Representations and Acknowledgments

a. If Customer is an individual, Customer represents that Customer is an individual at least eighteen (18) years of age

b. If Customer is an entity, Customer represents that: (i) it is duly organized and validly existing and in good standing in the jurisdiction of its organization; (ii) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (iii) it has taken all requisite corporate or other action to approve the execution, delivery, and performance of this Agreement; and (iii) this Agreement constitutes its legal, valid and binding obligation enforceable against Customer in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and other similar laws now or hereafter in effect relating to creditors' rights generally

c. Customer represents that all of the information provided by Customer on the MCPC enrollment platform is true, accurate and complete.

d. Customer represents that Customer has authority to make decisions pertaining to the Designated Account(s).

e. Customer acknowledges that this Agreement entitles Customer solely to a portion of Credits created in connection with electricity generated by the Assigned Facility, which Credits may only be used to offset Customer's own Utility electric bill(s), and that such entitlement is intended to represent a Shared Financial Interest within the meaning of the Net Energy Billing Rules, but that Customer will not under this Agreement receive any ownership or other interest in the Assigned Facility, in any solar panel or other equipment or real estate, in any portion of the actual electricity generated by the Assigned Facility, or in any attributes, commodities or incentive payments associated with the Assigned Facility or its output, nor shall Customer have any right to access the Assigned Facility. Customer further acknowledges that Customer will not under this Agreement receive any securities associated with the Assigned Facility nor any profit (through any tax credits, rebates, earnings capital appreciation or otherwise) related to either the Assigned Facility or this Agreement.

f. Customer acknowledges that this Agreement is a service contract and MCPC is not a utility.

g. Customer acknowledges that Utility rates and Utility rate structures are subject to change, that these changes cannot be accurately predicted, and that actual savings and/or other benefits from this Agreement are therefore subject to change.

h. Customer acknowledges that unused Credits allocated to Customer may only be usable for a limited period of time. Under current Net Energy Billing Rules, Credits not used within 12 months are forfeited. Customer further acknowledges that Customer will not be entitled to a refund for any forfeited Credits.

i. Customer represents that, if Customer's electric supply is provided by a competitive electricity provider (a "CEP") and not the Utility, by no later than the date MCPC is ready to allocate Credits from the Assigned Facility to the Designated Account(s), Customer shall have ensured that its CEP has agreed to participate in Net Energy Billing arrangements and Customer's CEP charges are included in Customer's Utility bill.

9. Notice Provisions. All Notices of any kind which either Party is required or desires to give to the other Party in connection with this Agreement shall be in writing, effective upon delivery, and given by: (i) registered certified mail, return receipt requested with the appropriate postage paid; (ii) personal delivery; (iii) overnight courier service; or (iv)

electronic mail, in the case of Customer, to the address provided by Customer on the MCPC enrollment platform, and in the case of MCPC, to:

Maine Community Power Cooperative, Inc.
447 Main St
Norway, ME 04268
Phone: (207) 739-4337
Email: contact@mainecommunitypower.com

10. Other Provisions.

a. *Successors and Assigns.* This Agreement and all provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. MCPC may assign, sell, pledge or transfer this Agreement without Customer's consent and without prior notice to Customer. Upon any such assignment, sale or transfer, the assignor shall be released from all future obligations under this Agreement. Customer may not assign, sell, pledge or otherwise transfer this Agreement (or any interest therein) to a third party without MCPC's prior written consent, which MCPC may withhold in its sole discretion; provided, however, that with prior notice to MCPC, Customer may assign this Agreement to any other subscriber-member of MCPC that is an electric service customer of the Utility.

b. *Subscriber-Member Status in MCPC.* Customer (including, for avoidance of doubt, a Customer that is a permitted assignee of a prior Customer) agrees that, except with MCPC's express written consent, which may be withheld in MCPC's sole discretion, Customer shall at all times during the term of this Agreement be a subscriber-member of MCPC under the terms of its governing bylaws. If Customer is not or ceases to be a subscriber-member of MCPC, MCPC may terminate this Agreement. In addition, if this Agreement is terminated for any reason and Customer ceases to be eligible for subscriber membership in MCPC, Customer agrees that Customer's status as a subscriber-member of MCPC may be terminated by MCPC in accordance with MCPC's bylaws and any membership agreement between Customer and MCPC. Customer acknowledges that the termination or suspension of its membership in MCPC shall not relieve Customer of any payment obligations that have accrued as of the time of such termination.

c. *Change in Law.* If MCPC determines that a Change in Law has occurred or will occur that has or will have a material adverse effect on MCPC's rights, entitlement, obligations or costs under this Agreement, then MCPC may so notify Customer in writing of such Change in Law. Within thirty (30) days following receipt by Customer of such notice, the Parties shall meet and attempt in good faith to negotiate such amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then MCPC may terminate this Agreement. "Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation, (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date (notwithstanding the general requirements contained in any applicable permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any Utility rate schedule or tariff approved by any governmental authority.

d. *Amendment; Waiver.* This Agreement may not be amended except by a written instrument signed by both Parties, nor may any provision or right or entitlement under this Agreement be waived or varied, except in writing signed by the Party to be bound. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly provided.

e. *Electronic Agreement.* A Party may indicate its assent to this Agreement via electronic signature or other means of documenting such Party's assent.

f. *Entire Agreement.* This Agreement and any accompanying exhibits, agreements, instruments, and schedules set forth the entire Agreement between the Parties hereto and supersedes all prior or contemporaneous agreements or undertakings among the Parties pertaining to the subject matter hereof.