

RIPUC Use Only

RIPUC Docket No.: RES-25-17
Date Application Received: Mar 06, 2025

GIS Certification #:**MSS74550**

RENEWABLE ENERGY RESOURCES ELIGIBILITY FORM

Required of all Applicants for the Certification of Eligibility as a Renewable Energy Resource Pursuant to the Rhode Island Renewable Energy Standard (RES) Act, [R.I. Gen. Laws Section 39-26-1-10](#) and Rules Governing the Implementation of a Renewable Energy Standard, [810-RICR-40-05-2 \(RES Rules\)](#).

Notice to Applicant:

- Your application for eligibility as a Renewable Energy Resource has been submitted and assigned a docket number. The docket number is identified at top right of this application.
- Keep a copy of the completed Application for your records.
- The Rhode Island RES Administrative Team will contact the Authorized Representative directly regarding your application during the review process.
- Pursuant to RES Rules Section 2.6(A)(3), the Public Utilities Commission (Commission or PUC) shall provide a thirty (30) day period for public comment following the assignment of a docket number to the application. All information submitted with the application is considered to be a public record unless the Commission deems some portion of the application confidential after consideration under [Rules of Practice and Procedure 810-RICR-00-00-1](#), Section 1.3(H)(3).
- All eligibility applications are posted on the PUC's website at <https://ripuc.ri.gov/RES-Applications>.
- Questions related to this Renewable Energy Resources Eligibility Form or application process can be submitted to admin@rhodeislandres.com and res.filings@puc.ri.gov.
- Other resources regarding the administration of the Renewable Energy Standard Program can be access at <https://rhodeislandres.com/>.

SECTION I: Identification Information

1.1 Name of Generation Unit (sufficient for full and unique identification, and consistent with the Generation Unit name listed on the NEPOOL GIS, if currently listed):

ER Pleasant St. Solar, LLC

1.2 Type of Certification being requested (note: if the Generation Unit has not yet achieved Commercial Operation, check Prospective Certification/Declaratory Judgement):

Standard Certification

Prospective Certification (Declaratory Judgment)

1.3 This Application includes: (Check *all and only* those that apply)

Appendix A: Authorized Representative Certification for Individual Owner

Appendix B: Authorized Representative Certification for Non-Corporate Entities Other Than Individuals, including Limited Liability Companies (LLC) *Note: Please refer to Section 6.1, Corporations, for required evidence certifying Authorized Representative.*

Appendix C: Existing Renewable Energy Resources

Appendix D: Special Provisions for Aggregators of Customer-sited, Off-grid Generation, or RI-sited Remote Net Metered Facilities

Appendix E: Special Provisions for a Generation Unit Located in a Control Area Adjacent to NEPOOL

Appendix F: Fuel Source Plan for Eligible (including Unlisted) Biomass Fuels

1.4 Primary Contact Person

Name and title: **Greg LeBorgne, VP - Solar Operations**

Address: **230 Park Avenue New York, NY 10169**

Phone: **802-391-4512**

Email: **srec@greenbackercapital.com**

1.5 Backup Contact Person

Name and title: **Greg LeBorgne, VP - Solar Operations**

Address: **230 Park Avenue New York, NY 10169**

Phone: **802-391-4512**

Email: **srec@greenbackercapital.com**

1.6 Authorized Representative (the individual responsible for certifying the accuracy of all information contained in this form and associated appendices, and whose signature will appear on the application):

Name and title: **Charles Wheeler, Authorized Representative**

Company: **ER Pleasant St. Solar, LLC**

Address: **230 Park Avenue New York, NY 10169**

Phone: **8883570560**

Email: **srec@greenbackercapital.com**

Appendix A or B, or Corporate Authorization (as appropriate) completed and attached?

Yes No

1.7 Owner

Name and title: **Charles Wheeler, Authorized Representative**

Company: **ER Pleasant St. Solar, LLC**

Address: **230 Park Avenue New York, NY 10169**

Phone: **8883570560**

Email: **srec@greenbackercapital.com**

1.8 Owner business organization type (check one):

Individual

Partnership (including Limited Liability Company and other Non-Corporate Entities)

Corporation

Other:

1.9 Operator

Name and title: **Gregory LeBorgne, Authorized Signatory**

Company: **ER Pleasant St. Solar, LLC**

Address: **230 Park Avenue New York, NY 10169**

Phone: **8883570560**

Email: **srec@greenbackercapital.com**

1.10 Operational business organization type (check one):

Individual

Partnership (including Limited Liability Company and other Non-Corporate Entities)

Corporation

Other:

SECTION II: Generation Unit Information, Fuels, Energy Resources and Technologies

- 2.1 NEPOOL GIS Identification Number (if assigned yet, along with appropriate MSS, NON or IMP designation): **MSS74550**

For facilities enrolled in the RI Renewable Energy Growth Program: National Grid will provide the participant with an MSS ID.

- 2.2 Nameplate Capacity (list AC, and DC if applicable): **4145.31 kW AC 3000.00 kW DC**
- 2.3 Maximum Demonstrated Capacity (list AC, and DC if applicable): **4.15 kW AC 3.00 kW DC**
- 2.4 Please indicate which of the following Eligible Renewable Energy Resources are used by the Generation Unit: (Check ALL that apply) – *per RES Rules Section 2.5*

Direct Solar Radiation

The wind

Movement of or the latent heat of the ocean

The heat of the earth

Small hydro facilities

Biomass facilities using Eligible Biomass Fuels (*per RES Rules Section 2.3(A)(7)*)

Biomass facilities using unlisted biomass fuel (*per RES Rules Section 2.3(A)(7)(a)*)

Fuel cells using a renewable resource referenced in this section

- 2.5 For small hydro facilities, please certify that the facility's aggregate capacity does not exceed 30 MW. – *per RES Rules Section 2.3(A)(32)*

<-- check this box to certify that the above statement is true

N/A

- 2.6 For small hydro facilities, please certify that the facility does not involve any new impoundment or diversion of water with an average salinity of twenty (20) parts per thousand or less. – *per RES Rules Section 2.3(A)(32)*

<-- check this box to certify that the above statement is true

N/A

- 2.7 For biomass facilities: Appendix F completed and attached?

Yes (Please specify fuel or fuels used or to be used in the unit:)

N/A

- 2.8 Has the Generation Unit been certified as a Renewable Energy Resource for eligibility in another state's renewable portfolio standard?

Yes

No

If "Yes," a copy of each state's certifying order is attached?

<-- check this box to certify that the above statement is true

SECTION III: Commercial Operation Date>

Please provide documentation to support all claims and responses to the following questions:

- 3.1 Date Generation Unit first entered Commercial Operation or, if not yet in operation, the anticipated Commercial Operation Date:

If the Commercial Operation date is after December 31, 1997, please provide independent verification, such as the utility log or metering data, showing that the meter first spun after December 31, 1997. For facilities located in Rhode Island, a copy of National Grid's Authorization to Interconnect letter would also be sufficient. This documentation is needed in order to verify that the facility qualifies as a New Renewable Energy Resource.

Documentation of Commercial Operation Date attached?

- Yes
 No
 N/A

- 3.2 Is there an Existing Renewable Energy Resource located at the site of Generation Unit?

- Yes
 No

- 3.3 If the date entered in response to question 3.1 is on or earlier than December 31, 1997 or if you checked "Yes" in response to question 3.2 above, please complete Appendix C. Appendix C completed and attached?

- Yes
 No
 N/A

- 3.4 Was all or any part of the Generation Unit used on or before December 31, 1997 to generate electricity at any other site?

- Yes
 No

- 3.5 If you checked "Yes" to question 3.4 above, please specify the power production equipment used and the address where such power production equipment produced electricity (attach more detail if the space provided is not sufficient):

SECTION IV: Metering

4.1 Please indicate how the Generation Unit's electrical energy output is verified:

- ISO-NE Market Settlement System
- Other, including Self-Reported to the NEPOOL GIS Administrator (please specify below and complete Appendix D):

For "Other," Appendix D completed and attached?

- Yes
- No
- N/A

For facilities enrolled in the RI Renewable Energy Growth Program: National Grid will be reporting output to the ISO-NE Market Settlement System.

4.2 Please check one of the following that apply to the Generation Unit:

- Grid Connected Generation
 - Connected directly to a utility transmission or distribution system with only station load at the unit site
 - Units participating in the RI Renewable Energy Growth Program fall in this category.
- Off-Grid Generation
 - Not connected to a utility transmission or distribution system
- Customer-Sited Generation
 - Connected on the end-use customer side of a retail electricity meter in such a manner that it displaces all or part of the metered consumption of the end-use customer, other than station load
 - Traditional behind-the-meter net metering falls in this category.
- Remote Customer-Sited Generation
 - Connected directly to the local electric utility distribution grid with only station load
 - All or some of the electrical energy from the unit is designated for use in displacing all or part of the retail electricity metered consumption of one or more end-use customers (including through a transfer of bill credits)
 - "Virtual" and "remote" front-of-the-meter net metering falls in this category.

SECTION V: Location

5.1 Generation Unit address:

340 Pleasant Street Wilton, ME 04294

5.2 Please provide the Generation Unit's geographic location information:

A. Universal Transverse Mercator Coordinates: **405630.67,4941516.85**

B. Longitude/Latitude: **44.62081143/-70.18952654**

5.3 The Generation Unit is located: (please check the appropriate box)

In the NEPOOL control area

In a control area adjacent to the NEPOOL control area

In a control area other than NEPOOL which is not adjacent to the NEPOOL control area <-- *If you checked this box, then the generator is ineligible.*

5.4 If you checked "In a control area adjacent to the NEPOOL control area" in Section 5.4 above, please complete Appendix E.

Appendix E completed and attached?

Yes

No

N/A

SECTION VI: Certification

- 6.1 Please attach documentation, using one of the applicable forms below, to demonstrate the authority of the Authorized Representative provided in Section 1.6.

Corporations

The Authorized Representative of the Corporation shall provide **either**:

- (a) Evidence of a Board of Directors' vote granting authority to the Authorized Representative to execute the Renewable Energy Resources Eligibility Form, **or**
 - (b) A certification from the Corporate Clerk or Secretary of the Corporation that the Authorized Representative is authorized to execute the Renewable Energy Resources Eligibility Form or is otherwise authorized to legally bind the Corporation in like matters.¹
- Evidence of Board Vote provided?

- Yes
- No
- N/A

Corporate Certification provided?

- Yes
- No
- N/A

Individuals

If the Owner is an Individual, that Individual shall complete and attach Appendix A, or a similar form of certification from the Owner, duly notarized, that certifies that the Authorized Representative has authority to execute the Renewable Energy Resources Eligibility Form.

Appendix A completed and attached?

- Yes
- No
- N/A

Non-Corporate Entities

(Limited Liability Companies - LLCs, Proprietorships, Partnerships, Cooperatives, etc.) If the Owner is neither an Individual nor a Corporation, it shall complete and attach Appendix B or execute a resolution indicating that the Authorized Representative named in Section 1.6 has authority to execute the Renewable Energy Resources Eligibility Form or to otherwise legally bind the non-corporate entity in like matters.

Appendix B completed and attached?

- Yes
- No
- N/A

¹ If the Corporation has only one sole Officer, it is acceptable for that Officer to provide signatory certification of same as Authorized Representative.

6.2 Authorized Representative Certification and Signature:

I hereby certify, under pains and penalties of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including possible fines and punishment. My signature below certifies all information submitted on this Renewable Energy Resources Eligibility Form. The Renewable Energy Resources Eligibility Form includes the Standard Application Form and all required Appendices and attachments. I acknowledge that the Generation Unit is obligated to and will notify the Commission promptly in the event of a change in a generator's eligibility status (including, without limitation, the status of the air permits) and that when and if, in the Commission's opinion, after due consideration, there is a material change in the characteristics of a Generation Unit or its fuel stream that could alter its eligibility, such Generation Unit must be re-certified in accordance with RES Rules Section 2.6(E). I further acknowledge that the Generation Unit is obligated to and will file such quarterly or other reports as required by the Rules and the Commission in its certification order. I understand that the Generation Unit will be immediately de-certified if it fails to file such reports.

SIGNATURE: **Signed Electronically**

DATE: **2025-03-06 17:36:52**

Katy Esper

(Printed Name of Signatory)

Authorized Representative

(Title)

ER Pleasant St. Solar, LLC

(Company)

APPENDIX B
(Revised 4/19/2021)
(Required When Owner is a Non-Corporate Entity
Other Than An Individual)

RESOLUTION OF AUTHORIZATION

Resolved: that Charles Wheeler, Authorized Representative of ER Pleasant St. Solar, LLC, named in Section 1.6 of the Renewable Energy Resources Eligibility Form as Authorized Representative, is authorized to execute the Application on the behalf of ER Pleasant St. Solar, LLC, the Owner named in Section 1.7 of the Generation Unit named in Section 1.1 of the Application.

SIGNATURE:  DATE: 3/6/2025

Charles Wheeler
Authorized Signatory
ER Pleasant St. Solar LLC

State: New York

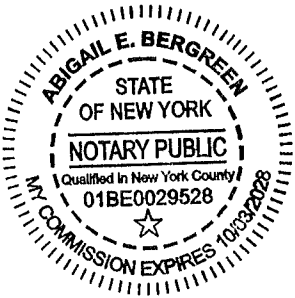
County: New York

I, Abigail Bergreen as a notary public, certify that I witnessed the signature of the above named Charles Wheeler, and said individual verified his identity to me on this date:

SIGNATURE: 

My commission expires on: 10/03/2028

NOTARY SEAL:



NEPOOL GIS Generator MSS74550 - ER PLEASANT ST SOLAR Transfer Confirmation

From gis@apx.com <gis@apx.com>
Date Tue 7/2/2024 8:41 AM
To SREC <SREC@greenbackercapital.com>

CAUTION: External Email. This email originated from outside of the organization. DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe.

This email is being sent to notify you that the transfer for generator MSS74550 – ER PLEASANT ST SOLAR has been confirmed.

From Account Holder: Central Maine Power Company
To Account Holder: Greenbacker Renewable Energy Corporation

For more information please contact the Registry Administrator.

GIS Administrator
Phone: 408-899-3343
Email: gis@apx.com



OUELLETTE, JUSTIN

To: OUELLETTE, JUSTIN

Reply
 Reply all
 Forward

Thu 8/29/2024 1:00 PM

Internal Use

From: noreply@iso-ne.com <noreply@iso-ne.com>
Sent: Thursday, December 21, 2023 1:53 PM
To: CAMSAssetRegistral@iso-ne.com
Subject: ER PLEASANT ST SOLAR (74550) - Asset Approved

EXTERNAL SENDER: Be cautious, especially with links and attachments. Report phishing if suspicious.

****This email is from an internal sender.****

An SOG Asset registration has been APPROVED in CAMS for COMMERCIAL OPERATION:

[View the asset](#)

*Functionality may not be available in Internet Explorer (IE)

Date Effective	12/26/2023
Asset ID	74550
Asset Name	ER PLEASANT ST SOLAR

This email was automatically generated and does not accept replies.
 For questions, contact [ISO Participant Support](#), (413) 540-4220.

February 2, 2024

CENTRAL MAINE POWER COMPANY
Request for Approval of Certification
For RPS Eligibility (4 Facilities)

ORDER
GRANTING NEW
RENEWABLE RESOURCE
CERTIFICATIONS

BARTLETT, Chairman; DAVIS and GILBERT, Commissioners

I. SUMMARY

Central Maine Power Company (CMP)'s petition filed on January 2, 2024 requests certification of 4 solar facilities (Facilities) totaling 10.4350 megawatts (MW) as Class I and Class IA renewable resources eligible to satisfy Maine's new renewable resource portfolio (or renewable portfolio standard (RPS)) requirement pursuant to Chapter 311 of the Commission's rules. For the reasons set forth below, the petition is granted.

II. BACKGROUND

A. New Renewable Resource Portfolio Requirement

During its 2007 session, the Legislature enacted an Act To Stimulate Demand for Renewable Energy (2007 Act). P.L. 2007, ch. 403 (codified at 35-A M.R.S.A. section 3210(3-A)). The 2007 Act added a mandate that specified percentages of electricity that supply Maine's consumers come from "new" renewable resources.¹ The 2007 Act defined a "new" renewable resource as renewable facilities that have an in-service date, resumed operation, or were refurbished after September 1, 2005. The percentage requirement started at one percent in 2008 and increased in annual 1% increments until it reached 10% by 2017. On June 26, 2019, the Governor signed L.D. 1494, An Act To Reform Maine's Renewable Portfolio Standard, P.L. 2019, ch. 477 (2019 Act). The 2019 Act made changes to eligibility, removed the provision that the 10% requirement for Class I end in 2022, created a new Class IA renewable resource portfolio requirement and a new thermal renewable energy resource requirement.²

The Commission modified its portfolio requirement rule (Chapter 311) to implement the provisions of the 2019 Act. *Maine Public Utilities Commission*,

¹ Maine's electric restructuring law, which became effective in March 2000, contained a portfolio requirement that mandated that at least 30% of the electricity to supply retail customers in the State come from eligible resources, which are either renewable or efficient resources. 35-A M.R.S.A. § 3210(3).

² The thermal renewable energy resource requirement began in 2021.

Amendments to Portfolio Requirement Rule (Chapter 311), Docket No. 2019-00177, Order Amending Rule and Statement of Factual and Policy Basis (Nov. 8, 2019) and *Maine Public Utilities Commission, Amendments to Portfolio Requirement Rule (Chapter 311)*, Docket No. 2020-00212, Order Adopting Rule and Statement of Factual and Policy Basis (Nov. 13, 2020).

Chapter 311 defines a Class I resource as a new renewable capacity resource. A “renewable capacity resource” is defined as a source of electrical generation:

1. That relies on wind or solar power;
2. Whose total power production capacity does not exceed 100 megawatts and relies on one or more of the following:
 - a. Fuel cells;
 - b. Tidal power;
 - c. Geothermal installations;
 - d. Hydroelectric generators that meet all state and federal fish passage requirements applicable to the generator;
 - e. Biomass generators that are fueled by wood, wood waste or landfill gas; or
 - f. Anaerobic digestion of by-products of waste from animals or agricultural crops, food or vegetative material, algae or organic refuse; or
3. Is qualified hydroelectric output.

For a renewable capacity resource to qualify as “new,” a resource must be qualified hydroelectric output or a renewable capacity resource that meets one of the following criteria:

1. Has an in-service date after September 1, 2005;
2. Was added to an existing facility after September 1, 2005;
3. Has not operated for two years or was not recognized as a capacity resource by the ISO-NE or the NMISA and has resumed operation or has been recognized by the ISO-NE or NMISA after September 1, 2005; or
4. Was refurbished after September 1, 2005 and received certification from the Commission:
 - a. Before September 1, 2019, that it is operating beyond its previous useful life or is employing an alternate technology that significantly

increases the efficiency of the generation process; or

- b. On or after September 1, 2019 that it is operating beyond its previous useful life as evidenced by a finding that the facility would be reasonably likely to cease operation if not for substantial capital investment made after September 1, 2018, except for capital investment required to meet state and federal fish passage standards.

A Class IA resource is defined as a Class I resource other than a Class I resource that for at least two years was not operated or was not recognized by the New England independent system operator (ISO-NE) as a capacity resource and, after September 1, 2005, resumed operation or was recognized by the ISO-NE as a capacity resource.

Chapter 311 establishes a certification process that requires generators to pre-certify facilities as a Class I and/or Class IA resources under the requirements of the rule and provides for a Commission determination of resource eligibility on a case-by-case basis. Finally, the rule specifies that the Commission may revoke a certification if there is a material change in circumstances that renders the generation facility ineligible as Class I or Class IA resource.

B. Net Energy Billing

On June 26, 2019, the Governor signed L.D. 1711, An Act To Promote Solar Energy Projects and Distributed Generation Resources in Maine, P. L. 2019, ch. 478 (Act). The Act made changes to Maine's Net Energy Billing (NEB) program which included adopting "commercial and institutional" NEB. The provisions with respect to commercial and institutional NEB are codified at 35-A M.R.S. § 3209-B. Subsection 5 of Section 3209-B provides that the Commission shall establish by rule a tariff rate for customers participating in the commercial and institutional NEB program. The Commission amended its NEB rule (Chapter 313) to implement the changes made by the Act. *Maine Public Utilities Commission Amendments to Chapter 313-Net Energy Billing*, Docket No. 2019-00197, Order Adopting Rule and Statement of Factual and Policy Basis (Nov. 22, 2019) and additional changes were made in subsequent rulemaking proceedings.³

³ Section 3(K)(4) of the rule governs the establishment of the tariff rate. Section 3(K)(5) of the rule states:

Registration and Treatment of Facility Output. The commercial or institutional customer, or project sponsor, or a representative or agent must, if required by the market rules, register the eligible facility in the ISO-NE or NMISA market, as applicable, and provide for and pay the costs of required meters and associated equipment. The project sponsor, or the transmission and distribution utility, as designated by the

C. Original Petition

On November 23, 2020, CMP filed a Petition for Approval of RPS Certification Process (Petition) in this docket whereby the Commission would certify facilities with which the Company has tariff rate NEB agreements as either Class I or Class IA resources (or both). The Petition stated in part:

On July 28, 2020, the Commission's Director of Electric and Gas Industries issued an Order Modifying Standard Contracts and Application for Net Energy Billing.^[4] As part of that Order, the Commission adopted a Commercial or Institutional Customer Shared Financial Interest Customers Net Energy Billing Tariff Rate Agreement which provides that if the T&D utility acts as the Lead Market Participant for a facility participating in the tariff rate option, the Customer and the Company will each maintain a NEPOOL Generation Information System ("GIS") account in order to facilitate the transfer of RECs from Company to Customer. On a quarterly basis, the Company is obligated to transfer RECs to the Customer in the GIS. In order to do so, the Company must first qualify RECs from the facility in the GIS. In order to do so, CMP must provide NEPOOL an order from the Commission, certifying that the facilities are new renewable resources that qualify for either Maine Class I or Class IA RECs.

Petition at 2. The petition also stated that CMP had worked with Commission Staff to establish an acceptable certification process which would involve CMP submitting a spreadsheet to the Commission with information about facilities participating in the tariff rate option. *Id.* at 3.

net energy billing agreement, shall use commercially reasonable efforts to monetize the value of the energy, capacity, and all other market products relating to the facility output in a manner that maximizes that the value of the output of the resource to ratepayers. The respective obligations of the project sponsor and transmission and distribution utility in this regard shall be established by the net energy billing agreement.

With respect to renewable energy credits (RECs), Section 3(K)(6) of the rule provides that under commercial and institutional netting, the RECs shall not be transferred to the T&D utility.

⁴ The Commission believes CMP meant to refer here to the April 28, 2020 Order Adopting Standard Contracts for NEB (ISO-NE Territories), Docket No. 2019-00197. The Commercial or Institutional Customer Shared Financial Interest Customers Net Energy Billing Tariff Rate Agreement is Attachment 5.

D. Request for Certification

CMP's Request for Certification of RPS Eligibility filed on January 2, 2024 requests that the following facilities (Facilities) be certified as Class I and Class IA renewable resources.

Figure 1

(I) Name and Address of Petitioner	(II) Location of Generation facility	(III) Fuel Type	(III) Capacity (MW)	(III) Initial C.O.D	(IV) Vintage	(V) Qualified in another state?	(ix) NEPOOL GIS and/or NAR generator ID
Arctaris Saddleback Solar, 976 Saddleback Mountain Rd, Sandy River Plantation, ME	Sandy River Plantation	Solar	4.885	12/19/2023	New after 2005	No	74597
Nonesuch River Brewing, 201 Gorham Road, Scarborough, ME	Scarborough	Solar	0.800	12/22/2023	New after 2005	No	74559
ER Pleasant Street Solar, 34 Pleasant Street, Wilton, ME	Wilton	Solar	3.000	12/26/2023	New after 2005	No	74550
ME Richmond Lincoln Street LLC, 200 Lincoln Street, Richmond, ME	Richmond	Solar	1.750	12/28/2023	New after 2005	No	74583

According to the petition, the Facilities are participating in the Commercial or Institutional NEB Tariff Rate Program with CMP acting as the Lead Market Participant. The Facilities are all new solar facilities with an initial in-service date after September 1, 2005.

III. **DECISION**

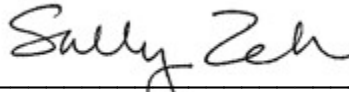
The Commission has delegated to the Director of the Electric and Gas Utility Industries the authority to certify generation facilities as Class I and Class IA new renewable resources and thermal renewable resources. *Commission Initiated Delegation of Authority to Certify Class I New Renewable Resources*, Docket No. 2008-00184, Delegation Order (April 23, 2008); *Commission Initiated Delegation of Authority to Certify Class IA New Renewable Resources and Thermal Renewable Resources*, Docket No. 2021-00099, Delegation Order (May 11, 2021). Based on the information provided by CMP, I conclude that the Facilities listed in Figure 1 satisfy the eligibility requirements as both a Class I and Class IA resource. The Facilities are fueled by solar and commenced commercial operations after September 1, 2005.

Accordingly, the Facilities are hereby certified as both Class I and Class IA renewable resources eligible to satisfy Maine's new renewable resource portfolio requirement pursuant to Chapter 311 of the Commission's rules. CMP, and/or the Facilities' successive owners or operators shall provide timely notice to the Commission of any material change in the characteristics or operation of the Facilities from that described in the petition filed in this proceeding.

To the extent the output of the Facilities is serving load behind the meter (BTM), the facility owners must retain GIS certificates or otherwise obtain GIS certificates necessary to satisfy Maine's RPS for that portion of the BTM load that is served by the facilities. See *Lincoln Paper and Tissue, LLC, Request for Certification for RPS Eligibility*, Docket No. 2008-00173, Order Granting New Renewable Resource Certification at 8 (Jan. 27, 2009). If the output of the load is used BTM, the facility owners shall submit to the Commission an annual report by September 1st of each year that demonstrates compliance with this requirement.

Dated at Hallowell, Maine, this 2nd day of February, 2024.

BY ORDER OF THE DIRECTOR OF THE ELECTRIC AND GAS
UTILITY INDUSTRIES



Sally Zeh

NOTICE OF RIGHTS TO REVIEW OR APPEAL

5 M.R.S. § 9061 requires the Public Utilities Commission to give each party at the conclusion of an adjudicatory proceeding written notice of the party's rights to seek review of or to appeal the Commission's decision. The methods of review or appeal of Commission decisions at the conclusion of an adjudicatory proceeding are as follows:

1. Reconsideration of the Commission's Order may be requested under Section 11(D) of the Commission's Rules of Practice and Procedure (65-407 C.M.R. ch. 110) within **20** days of the date of the Order by filing a petition with the Commission stating the grounds upon which reconsideration is sought. Any petition not granted within **20** days from the date of filing is denied.
2. Appeal of a final decision of the Commission may be taken to the Law Court by filing, within **21** days of the date of the Order, a Notice of Appeal with the Administrative Director of the Commission, pursuant to 35-A M.R.S. § 1320(1)-(4) and the Maine Rules of Appellate Procedure.
3. Additional court review of constitutional issues or issues involving the justness or reasonableness of rates may be had by the filing of an appeal with the Law Court, pursuant to 35-A M.R.S. § 1320(5).

Pursuant to 5 M.R.S. § 8058 and 35-A M.R.S. § 1320(6), review of Commission Rules is subject to the jurisdiction of the Superior Court.

Note: The attachment of this Notice to a document does not indicate the Commission's view that the particular document may be subject to review or appeal. Similarly, the failure of the Commission to attach a copy of this Notice to a document does not indicate the Commission's view that the document is not subject to review or appeal.

Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
DEPARTMENT OF ENERGY RESOURCES
STATEMENT OF QUALIFICATION
Pursuant to the Renewable Energy Portfolio Standard – Class I
225 CMR 14.00

This Statement of Qualification, provided by the Massachusetts Department of Energy Resources (DOER or the Department), signifies that the Generation Unit identified below, as described in a Statement of Qualification Application (**SQA ID #26236**), meets the requirements for eligibility as an RPS Class I Renewable Generation Unit (Solar Photovoltaic), pursuant to the Renewable Energy Portfolio Standard – Class I, 225 CMR 14.05. Therefore, this Generation Unit is duly qualified as an RPS Class I Renewable Generation Unit.

Generation Unit Name, Capacity,
and Location:

ER Pleasant St. Solar, LLC
3 MW
Wilton, ME

Authorized Representative's
Name and Address:

Greg LeBorgne
VP - Solar Operations
ER Pleasant St. Solar, LLC
230 Park Avenue
New York, NY 10169

This RPS Class I Renewable Generation Unit is assigned a unique Massachusetts RPS Identification Number, listed below. Please include the ID number on all correspondence with DOER.

MA RPS Class I ID #:

SL-8299-24


This Generation Unit's RPS Effective Date is:

7/1/2024

This Generation Unit's NEPOOL GIS Asset Identification Number is:

MSS74550

The Qualification of this Generation Unit is subject to all applicable provisions in 225 CMR 14.00, including but not limited to the following. Pursuant to 225 CMR 14.06(5) and (6), the Owner or Operator of the Unit is obligated to notify DOER of any changes in the characteristics of the Unit that could affect its eligibility status, as well as any changes in the Unit's ownership, generation capacity, Third Party Meter Reader (a.k.a. Independent Verifier), or contact information. DOER may suspend or revoke this Statement of Qualification if the Owner or Operator fails to comply with 225 CMR 14.00, including the provisions of this Statement of Qualification.



Elizabeth Mahony
Commissioner
Department of Energy Resources

Date: 2/26/2025

COMMERCIAL or INSTITUTIONAL CUSTOMER OR SHARED FINANCIAL INTEREST
CUSTOMERS NET ENERGY BILLING TARIFF RATE AGREEMENT
(Facilities of Less Than 5 MW)

BETWEEN

CENTRAL MAINE POWER COMPANY

AND

ER PLEASANT STREET SOLAR LLC

DATED

November 20, 2020

[T&D Utility] CUSTOMER FINANCIAL BILLING CREDITS AGREEMENT
INDEX

	<u>Page</u>
ARTICLE I: DEFINITIONS	1
ARTICLE II: QUALIFICATIONS.....	4
ARTICLE III: TERM	4
ARTICLE IV: APPLYING FINANCIAL BILLING CREDITS	4
ARTICLE V: INTERCONNECTED OPERATION	7
ARTICLE VI: METERING.....	7
ARTICLE VII: ISO-NE SETTLEMENT OBLIGATIONS.....	8
ARTICLE VIII: ACCESS.....	9
ARTICLE IX: BILLING ADJUSTMENTS	10
ARTICLE X: GOVERNMENTAL AUTHORIZATIONS	10
ARTICLE XI: ASSIGNMENT.....	11
ARTICLE XII: BREACH; TERMINATION	11
ARTICLE XIII: WAIVER.....	12
ARTICLE XIV: MODIFICATION	12
ARTICLE XV: NOTICES.....	12
ARTICLE XVI: APPLICABLE LAWS	12
ARTICLE XVII: DISPUTE RESOLUTION.....	13
ARTICLE XVIII: LIMITATION OF LIABILITY.....	13
ARTICLE XIX: INTEGRATION	13
ARTICLE XX: SEVERABILITY	13
ARTICLE XXI: CAPTIONS.....	13

CENTRAL MAINE POWER COMPANY CUSTOMER FINANCIAL BILLING CREDITS
AGREEMENT

Facility of Less Than 5 MW

Project Name: ER Pleasant Street Solar LLC

This AGREEMENT is dated November 20, 2020 and is between Central Maine Power Company (the "Company"), a Maine corporation having its office and principal place of business in Augusta, Maine, and ER Pleasant Street Solar LLC (the "Customer/Project Sponsor") located at 34 Pleasant Street, Wilton, Maine. In situations where the Customer is developing the Facility itself and will be the only entity that will be a Financial Interest Customer for that Facility, the term "Customer" shall be applicable. In situations where the Project Sponsor is developing the Facility and one or more other entities will be a Financial Interest Customer for the Facility, the term "Project Sponsor" shall be applicable.

Chapter 313 of the Rules and Regulations of the Maine Public Utilities Commission requires that transmission and distribution utilities engage in annualized net energy billing tariff rate arrangement with Commercial or Institutional Customers who meet the qualification and use standards of Chapter 313.

The Customer/Project Sponsor has represented to the Company that it meets the qualification and use standards of Chapter 313 and has requested that the Company engage in annualized net energy tariff rate billing with the Customer as described in Chapter 313.

The Parties therefore agree as follows:

ARTICLE I: DEFINITIONS

As used herein, the terms below are defined as follows:

"Billing Period" is the period of time (approximately thirty (30) days) between the recordings of metered energy delivered to and received from the Facility.

"Bill Credits" are the total dollar credits available to be applied to each of a Financial Interest Customer's account(s) with the Company, defined as equaling the applicable Tariff Rate multiplied by the Financial Interest Customer's share of the Facility output as set forth in Exhibit 1 or Exhibit 2 during the applicable Billing Period.

"Certificate of Completion" is the form adopted by the Company, in accordance with Chapter 324 of the Commission Rules, for electrician certification that the facility is fully operable and meets the requirements of State and Local electrical codes for interconnection to the Transmission & Distribution electric system. {Note – Definition is not applicable for existing resources.}

"Collocated" means an eligible facility that is located on the same premise, property, or development area of a net energy billing customer facility or facilities that are subscribed to that eligible facility.

“Commercial or Institutional Customer” means a nonresidential customer of an investor-owned transmission and distribution utility in Maine.

“Commercial Operation Date” means the date on which the Project is commercially operational, placed into service, and interconnection operations have commenced. The Commercial Operation Date cannot be before the date as stated on the Certificate of Completion or other written permission to operate or authority to interconnect the Facility provided by the T&D Utility. {Note – Definition is not applicable for existing resources. }

“Commission” is the Maine Public Utilities Commission established under Title 35-A of the Maine Revised Statutes or any succeeding state regulatory agency having jurisdiction over public utilities.

“Competitive Electricity Provider” means a supplier, marketer, broker, aggregator, or any other entity selling electricity supply that is not standard offer service to the public at retail in Maine.

“Construction Period” has the meaning set forth in Section III of this Agreement. “Customer” has the meaning set forth in the preamble of this Agreement.

“Continuous On-site Construction Efforts” means on-site physical work of a significant nature that occurs in every month until mechanical completion, except for delays in construction due to weather and ground conditions that prevent access by construction vehicles or equipment.

“Delivery Period” is the period of time beginning on the Commercial Operation Date and ending on a date up to 20 years after the Commercial Operation Date, during which the Company applies Bill Credits in accordance with this Agreement.

“Discrete Electric Generation Facility” means a facility that is not sited at the same location or otherwise in geographic proximity to (i) another eligible facility or (ii) a distributed generation resource as defined in Chapter 312 of the Commission rules in which there is a common financial or other interest that is contrary to the purpose of 35-A, sections 3209-A, 3209-B, chapter 34-C.

“Distributed Generation Procurement” means the program administered by the Commission pursuant to Title 35-A, chapter 34-C of the Maine Revised Statutes, as may be amended from time to time.

“Effective Date” has the meaning set forth in Article III of this Agreement.

“Facility” is all of the generating plant and equipment which the Customer/Project Sponsor owns, or has a financial interest, including the 3,000 kW photovoltaic generator located at 34 Pleasant Street, Wilton, Maine, as more fully identified in the Interconnection Agreement between the Company and ER Pleasant Street Solar LLC.

“Facility Owners” means ER Pleasant Street Solar LLC.

“Financial Interest” means, with respect to the Facility, facility ownership or shared ownership, a lease agreement, a power purchase agreement, or other agreements sufficient to represent a financial interest in the Facility.

“Financial Interest Customer” means a Commercial or Institutional Customer of the Company who has a Financial Interest in the Facility, including a Shared Financial Interest Customer.

“Generation” means the kilowatt-hours delivered to the Company's system from the Facility as measured by the Company's Revenue Quality Meter during the Billing Period.

“ISO-NE” means ISO New England, Inc. or any successor entity.

“ISO-NE Market Rules and Manuals” means Section III of the ISO-NE Tariff and its implementing Manuals adopted by ISO-NE to govern the operations of the ISO-NE markets for energy, reserves and capability, as amended from time to time.

“ISO-NE Rules” means all rules and operating procedures adopted by ISO-NE, as such rules and operating procedures may be amended from time to time, including but not limited to, the ISO-NE Market Rules and Manuals and ISO-NE Operating Procedures.

“ISO-NE Tariff” means the ISO New England, Inc. Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, effective February 1, 2006, as may be amended from time to time.

“Lead Asset Owner” means the entity designated as “Generator Asset Owner” as defined in the Manual M-RPA—Registration and Performance Auditing of the ISO-NE Market Rules and Manuals.

“Lead Market Participant” or “LMP” means the “Lead Market Participant” as defined in Section I.2.2 of the ISO-NE Tariff.

“Megawatt” or “MW” means megawatts denominated in alternating current (AC).

“Mechanical Completion” means that the eligible facility has been fully physically constructed and is ready for operation.

“NEPOOL” means the New England Power Pool or any successor entity.

“NEPOOL GIS” mean the NEPOOL Generation Information System.

“NMISA” means the Northern Maine Independent System Administrator, Inc., a non-profit organization that, with Federal Energy Regulatory Commission authorization: (i) oversees, monitors, and coordinates the use of the Northern Maine Transmission System and administers the relevant Transmission Tariffs; (ii) administers the Balancing Energy, Energy and Ancillary Services Markets, including support for bilateral and self-scheduled services; (iii) provides the settlement and billing functions in the Northern Maine Market; (iv) requires compliance with

Capacity Obligations and Reliability Standards; and (v) discharges the other responsibilities set forth in the ISA Tariff. {Note: not applicable in CMP's Service Territory}

"NMISA Market Rules" mean the market rules of the NMISA tariff. {Note: not applicable in CMP's Service Territory}

"On-site Physical Work of a Significant Nature" means the installation of apparatus or equipment meant to support generating equipment, such as racking, ground screws, pilings, ballasts, or grounding systems and the installation of any electricity generating equipment, such as photovoltaic modules or panels, turbines, or boilers.

"Party" means either the Company or Customer and "Parties" means both the Company and Customer.

"Project Sponsor" means an entity or its successor or assignee that develops, owns, manages, operates, or is otherwise the responsible entity for a Facility in which there are Financial Interest Customers other than the Project Sponsor.

"Renewable Energy Certificates" or "RECs" shall mean any certificate, credit, allowance, green tag, offset, or other environmental or emissions attribute created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt hour, from a renewable energy source, and excluding for the avoidance of doubt any Bill Credits.

"Revenue Quality Meter" means an electric meter that meets the applicable standards and requirements of the investor-owned transmission and distribution utility and the ISO-NE or NMISA, as applicable, in the service territory where the Facility is located.

"Rules" are such Rules and Regulations promulgated by the Commission as shall be in effect from time to time. References in this Agreement to particular provisions of the Rules shall be construed to refer to analogous provisions of any succeeding set of Rules promulgated by the Commission, notwithstanding that such provisions may be designated differently.

"Shared Financial Interest" means a Financial Interest in the Facility that is shared among a group of Financial Interest Customers.

"Shared Financial Interest Customers" mean the Financial Interest Customers who have a Financial Interest in the Facility, where multiple Financial Interest Customers have a Financial Interest in the Facility.

"Standard Offer Provider" is a provider(s) of standard offer service chosen pursuant to Chapter 301 of the Rules.

"Tariff Rate" means the applicable rate established in accordance with Chapter 313, section 3(K) of the Maine Public Utilities Commission Rules.

"Unused Credits" are Bill Credits that, in accordance with this Agreement under the fixed allocation methodology are created when the value of Generation exceeds charges for billed

usage and are credited to each Financial Interest Customer account as determined for any Billing Period. Unused Credit for Agreements using the cascading allocation methodology, the Generation which exceeds the charges for billed usage will be banked as kWh, not financial credits, and stored on the first account listed on Exhibit 2. As kWh are drawn from the bank, the Bill Credit will be based on the Financial Interest Customer's account's applicable Tariff Rate times the banked kWh Credit applied to that Financial Interest Customer's invoice. Financial Interest Customers may accumulate Unused Credits and apply them against future bills over a rolling 12 month period. Unused Credits do not include any Credits that have been eliminated in accordance with the provisions of paragraph (C) of Article IV.

This Agreement includes certain capitalized terms that are not explicitly defined in this Section or anywhere else in this Agreement. Such capitalized terms shall have the meanings specified in the ISO-NE Tariff and the ISO-NE Market Rules and Manuals, which meanings are incorporated herein by reference and made part hereof. In the event of any inconsistency between a definition contained in this Agreement and a definition contained in either the ISO-NE Tariff or the ISO-NE Market Rules and Manuals, the definition in this Agreement will control for purposes of this Agreement.

ARTICLE II: QUALIFICATIONS

It is the essence of this Agreement that the Facility: (i) use a renewable fuel or technology as specified in 35-A M.R.S.A. § 3210(2) (B-3), (ii) have an installed capacity of less than 5.0 MW, (iii) be located in the service territory of the Company, (iv) be used to offset part or all of the Financial Interest Customer's own electricity payment obligations or the payment obligations of the accounts listed in Exhibit 1 or Exhibit 2 for cascading credits. Furthermore, each Financial Interest Customer identified in Exhibit 1 or Exhibit 2 is a Financial Interest Customer with a legally enforceable Financial Interest in the Facility and has the rights to the benefits of the output of the Facility (for Commercial or Institutional Shared Financial arrangements under Chapter 313).

In accordance with the Commission's Advisory Ruling dated February 9, 2021 in Docket No. 2020-00332, the Commission determined that battery storage can be combined with a renewable fuel or technology as defined in 35-A M.R.S.A. § 3210(2) (B-3) so long as there are controls are in place that prevent the battery storage unit which is paired with the NEB facility from being charged from the grid, or if the battery is capable of charging from the grid, controls are in place, or will be put in place, which would prevent the battery from discharging energy to the grid. The Net Energy Billing application contains submitted by the Customer contains a section in which Customer stated whether the Facility is paired with battery storage and if controls have been or will be in place to prevent the battery storage unit which is paired with the NEB facility from being charged from the grid, or if the battery is capable of charging from the grid, controls are in place, or will be put in place, which would prevent the battery from discharging energy to the grid. In accordance with the Advisory Ruling, for Customers/Projects Sponsors with Facilities greater than 100 kW in size that are paired with battery storage, the Customer/Project Sponsor must submit an annual attestation affirming that the controls necessary to prevent the battery from being charged from the grid remain in place. CMP will initiate the annual attestation process and will track responses. In the event that a Customer does not provide the annual attestation or is found to have removed or modified the controls such that

the battery can be charged from the grid, then (i) the Customer/Project Sponsor will be deemed ineligible to participate in Net Energy Billing, (ii) CMP may immediately terminate this Agreement without following the Breach provisions set forth in Article XII of this Agreement, and (iii) CMP may require that the Customer/Project Sponsor refund to CMP the value of credits provided under this Agreement.

If the Customer removes both the battery and the controls from the Facility, the attestation requirement will cease upon notification of the removal. If the battery remains at the Facility site, the Customer must continue to submit an annual attestation.

The Customer/Project Sponsor and CMP are jointly responsible for using commercially reasonable efforts to monetize the value of the output of the facility. In order to ensure that ratepayer value is optimized, the timing of the battery discharge to the grid must occur from 8:00 a.m. through 8:00 p.m. non-holiday, weekdays. This period is subject to change if there is a shift in the ISO-NE wholesale market peak period that would optimize ratepayer value. In such event, CMP will notify the Customer of the change in the hours allowed for battery discharge and will amend the contract to set forth the new hours. CMP will audit the Facility generation and may require the Customer/Project Sponsor to install additional metering to track battery discharge to the grid. Any incremental costs associated with additional metering associated with the battery storage facility will be borne by the Customer/Project Sponsor.

In accordance Section 3(K)(4)(d) of Chapter 313, the Customer/Project Sponsor representing a discrete electric generating facility greater than 1 MW that are not collocated with net energy billing customer(s) that are subscribed to at least 50% of the facility output must submit an affidavit, and supporting documentation, by October 31, 2022 to the Commission certifying that entity commenced On-site Physical Work of a Significant Nature and will continue to make Continuous On-site Construction Efforts to advance towards mechanical completion. The Customer/Project Sponsor agrees to provide copies of these affidavits to the Company at the same time that they are submitted to the Commission. The applicable Tariff Rate used to calculate subscriber credits will be based on the affidavit described above and the actual date that the facility reaches mechanical completion. An Eligible Facility that complies with the affidavit requirements, demonstrating that it has achieved mechanical completion by September 1, 2023 qualify for the Tariff Rate set forth in Section 3(K)(4)(a) of Chapter 313; otherwise, the Eligible Facility will receive the Tariff Rate described in Section 3(K)€ of Chapter 313.

Customer/Project Sponsor agrees that it shall at all times during the term of this Agreement meet the qualifications set forth in the preceding paragraphs, as applicable.

ARTICLE III: TERM AND EFFECTIVE DATE

For new resources, this Agreement has two periods that together comprise the Term of the Agreement. The Company shall issue this Agreement within 10 Business Days of either (i) the execution of the Interconnection Agreement for the Facility, or (ii) for a Facility that does not have an interconnection agreement but has an interconnection queue position, and the Customer has provided to the Company documentation that it has attained Financial Interest for at least ninety percent (90%) of the Facility capacity, output, or other form of participation or subscription. The Company shall execute this Agreement within fifteen (15) Business Days of receiving this

Agreement signed by the Customer/Project Sponsor. This Agreement is effective when fully executed by the Parties (the “Effective Date”).

(a) The Construction Period commences on the Effective Date and ends on the Commercial Operation Date. Customer/Project Sponsor shall provide notice to the Company a minimum of ten (10) Business Days in advance of the Commercial Operation Date. The Construction Period must be completed within 24 months of the Effective Date. Customer/Project Sponsor may seek an extension of the Construction Period for an interconnection-related delay or circumstances beyond Customer/Project Sponsor’s control, or as consented to by the Company, with consent not being unreasonably withheld.

(b) The Delivery Period of the Agreement, with respect to applying Bill Credits, begins on the first day full Tariff credits accrue to the customers’ utility accounts for that day’s generation (“Delivery Start Date”) and continues through the twentieth (20th) anniversary of the Delivery Start Date.

For existing resources, the Delivery Period of the Agreement with respect to applying Bill Credits, begins on the on the Effective Date and continues through the 20th anniversary of the Effective Date.

ARTICLE IV: APPLYING FINANCIAL BILLING CREDITS

The following methodology will be utilized by the Company in determining a Financial Interest Customer's Bill Credits or payment obligations for (i) transmission and distribution service provided by the Company and (ii) electric generation service provided by either the Standard Offer Provider or the Financial Interest Customer’s Competitive Electricity Provider. If the Financial Interest Customer’s Competitive Electricity Provider provides the Financial Interest Customer with a separate bill for generation service, the Company shall not in any way be responsible for computing the charges or providing any financial credits for this separate generation service bill. The initial application of Bill Credits for Financial Interest Customers under this Agreement may require two Billing Periods to implement. In order to facilitate billing under this Agreement, the utility reserves the right to place all Financial Interest Customers listed in Exhibit 1 or Exhibit 2 in the same billing cycle.

A. Bill Credit

If during a Billing Period, Bill Credits are greater than zero (0), the Financial Interest Customer’s accounts with the Company as identified in Exhibit 1 or Exhibit 2 will be credited based upon the percentage or cascading allocation specified for each such account as identified in Exhibit 1 or Exhibit 2 of this Agreement. For the Fixed Allocation method, the total percent allocation must equal 100 percent. The applied Bill Credit in a Billing Period may not exceed the total monthly charges applicable to a Financial Interest Customer’s account(s) with the Company during the Billing Period. In applying monthly Bill Credits, the Company will follow the payment waterfall methodology specified in Chapter 322 of the Commission Rules.

Unused Credits will be calculated for each designated account listed in Exhibit 1 or Exhibit 2. Unused Credits, once accrued on an account, cannot be reallocated to another

account. Cumulative Unused Credits are increased by the value of excess Bill Credits determined for the current Billing Period, and the cumulative value will remain available for possible future application in accordance with paragraph (C) Unused Credits of this Article IV. The contact person representing the Facility has the right to request a change in the allocation of Bill Credits from the Facility to the Financial Interest Customers' account(s) by submitting a request to the Company in accordance with the notice provisions set forth in Article XIV below. The Company will provide notice to the designated contact person when any such request has been accepted by the Company or the basis for any denial of such request. Any such changes in Bill Credits to fixed or cascading allocations for existing Financial Interest Customers listed on Exhibit 1 or 2 shall be made prospectively beginning with the next Billing Period following an accepted request except that retroactive allocations shall be allowed to correct metering or allocation errors. Unused Credits on prior Financial Interest Customer accounts with the Company will remain with that Financial Interest Customer until either fully applied or their expiration in accordance with paragraph (C) below.

B. Priority of Bill Credit Application

If during a Billing Period, a Financial Interest Customer's Bill Credits are greater than zero (0), then the Financial Interest Customers' bill will be calculated and Bill Credits applied in accordance with this agreement. For each Financial Interest Customer account identified in Exhibit 1 or Exhibit 2, current month Bill Credits will be applied to the amounts due on the account first before application of any Unused Credits. If the amount due on the account is greater than the current month Bill Credits plus all available Unused Credits for the account, the Financial Interest Customer will be billed on the remaining amount in excess of all applied Bill Credits and Unused Credits. Bill Credits in excess of the charges due on an account for any Billing Period will be added to the total Unused Credits amount for such account. If the cascading allocation method is selected, Unused Credits will be stored on the account listed first on Exhibit 2 and will be used in cascading order in subsequent billing periods. If Unused Credits are used during a Billing Period then the total Unused Credits will be reduced by an equivalent amount on a first in, first out basis.

C. Expiration of Unused Credits

As Financial Interest Customers are invoiced each month, current month Bill Credits are first applied and then, if applicable, banked Unused Credits are drawn from the Financial Interest Customer's bank. In applying banked Unused Credits to a Financial Interest Customer account, the oldest Unused Credits will always be drawn from the account bank first. Unused Credits expire on a rolling 12-month basis. Accordingly, any Unused Credits that remain in the Financial Interest Customer account bank will be eliminated after the twelfth month and will not be applied against future Financial Interest Customer invoices. The Financial Interest Customer will receive no compensation for these eliminated Unused Credits. Bill Credits generated for an account that has been final billed are governed by Paragraph (F) below.

D. Charges

Bill Credits may be applied to all T&D and Supply charges regardless of type. The Financial Interest Customer is responsible for all charges, which are applicable and recovered by the Company, that are in excess of the Financial Interest Customer's current month's Bill Credits plus Unused Credits if available.

E. Modifications to Bill Credit Allocations

Only the Customer/Project Sponsor's contact person or designee identified in Article XV has the authority to request modification to this agreement and all such requests must be transmitted by the acceptable means identified in Article XV. The contact person is required to inform the Company of any requested modifications to the agreement, including any changes to the allocation designations contained in Exhibit 1 or Exhibit 2, soon as possible. Requested changes that affect the application of Bill Credits for newly added Financial Interest Customers under this agreement will be made on a prospective basis only and may require two Billing Periods to implement.

F. Replacement of Final Billed Accounts (for Shared Financial Interest Arrangements)

This paragraph (F) applies only to Shared Financial Interest Customers that have a Financial Interest in the Facility. To ensure the uninterrupted allocation of credits following the final billing and deactivation of a Shared Financial Interest Customer account, the Customer's contact person or designee identified in Article XV is required to provide the Company with notification of any replacement accounts within thirty (30) days of receiving notice of an account's final billing. If the Shared Financial Interest account for the Facility invoice is generated prior to that date, Credits that otherwise would have been allocated to the final billed account will be credited to the retail service account representing the physical location of the Facility. Such Credits will be subsequently reallocated to the designated replacement account(s) as directed by the Customer/Project Sponsor's contact person or designee identified in Article XV.

If the Customer/Project Sponsor's contact person or designee identified in Article XV fails to provide notification of a replacement account(s) within 30 days of notification of an account's final billing, then at the conclusion of such thirty (30) days, excess Credits allocated to the retail service account representing the physical location of the Facility will remain on that account and will not be manually transferred to a different account(s). If the terminating account is final billed on the scheduled meter read date of the retail service account representing the physical location of the Facility, the terminating account will receive Credits on its final bill. If the terminating account is final billed on any other date, the account will not receive Credits but would be eligible to receive any Unused Credits from prior Billing Periods.

G. Application of kWh and Financial Credits

If an individual Financial Interest Customer participates in one or more Net Energy Billing arrangements and/or also receives financial credits in any Distributed Generation Procurement arrangement, the Financial Interest Customer's consumption will first be reduced by any applicable kWh credits before financial credits are applied. Separate banks

will be created for kWh and financial credits and each will expire based upon the terms applicable to each type of contract under which the credits are acquired.

ARTICLE V: INTERCONNECTED OPERATION

This Agreement governs solely the terms and conditions under which the Company will engage in financial bill crediting with the Customer/Project Sponsor and Financial Interest Customers. It **does not** authorize the Customer/Project Sponsor or Financial Interest Customers to interconnect the Facility with the Company's electric system. The terms and conditions of interconnected operation shall be set forth in a separate Interconnection Agreement between the Customer/Project Sponsor or its affiliate or Facility Owner(s) and the Company. For new resources, the Customer/Project Sponsor **may not operate** the Facility in parallel with the Company's system until the Company provides the Facility with written notification specifically stating that all of the requirements for interconnection have been satisfied.

ARTICLE VI: METERING

The Company will install metering equipment as necessary to: 1) accomplish the billing as described in Article IV: Applying Financial Billing Credits of this Agreement; and 2) collect the applicable State of Maine sales tax on billed sales.

In the event that the Customer/Project Sponsor or its affiliate or Facility Owner(s) requests that the Company install nonstandard metering equipment or metering equipment which is in addition to the metering that the Company determines is necessary to accomplish Customer billing in accordance with this Agreement, the Company will install such nonstandard or additional metering as quickly as practicable in the normal course of the Company's business as provided in the Terms and Conditions § 12.9 of the Company's Electric Rate Schedule. The Company will charge its incremental costs of owning, maintaining, and installing such nonstandard or additional metering to the Customer/Project Sponsor or its affiliate or Facility Owner(s). The Company will charge its incremental billing costs resulting from such nonstandard metering equipment installed at the request of Customer/Project Sponsor or its affiliate or Facility Owner(s). The Company, at its sole discretion, may require advance payment from the Customer/Project Sponsor for such nonstandard or additional metering.

The Company will own, maintain, and read all metering equipment necessary for Customer/Project Sponsor billing. Revenue Quality Metering for generation applicable to Commercial or Institutional Tariff Rate billing will be in accordance with the Facility's Interconnection Agreement and the Chapter 324 Rule or ISO-NE Rules (as applicable).

ARTICLE VII: ISO-NE, NMISA & GIS OBLIGATIONS

A: ISO-NE & NEPOOL Accounts Needed by Parties

To the extent required to perform obligations under this Agreement, Company shall, during the Term of this Agreement, (i) maintain an effective Market Participant Service

Agreement pursuant to the ISO-NE Tariff and (ii) maintain a settlement account established in accordance with the ISO-NE Rules which is sufficient to implement this Agreement. If the Customer/Project Sponsor or its affiliate or Facility Owner(s) elects to act as Lead Market Participant and Lead Asset Owner, then the obligations stated above will apply to both Company and Customer/Project Sponsor or its affiliate or Facility Owner(s).

Customer/Project Sponsor or its affiliate or Facility Owner(s) shall own the RECs associated with the Facility and may register the Facility to generate RECs under a renewable portfolio standard or similar program. Customer/Project Sponsor and Company shall cooperate and make commercially reasonable efforts to ensure that RECs from the Facility accrue to a NEPOOL Generation Information System (GIS) account maintained by Customer, including by transferring the Facility to the Customer/Project Sponsor's account in NEPOOL GIS. If NEPOOL GIS Rules require RECs to accrue in the first instance to Company, then Customer/Project Sponsor and Company will each maintain a NEPOOL GIS account in order to facilitate the transfer of RECs from Company to Customer/Project Sponsor, and on a quarterly basis, Company will transfer RECs to Customer/Project Sponsor and Customer/Project Sponsor will accept the transfer in the GIS. Company will retire the Customer/Project Sponsor's RECs within the NEPOOL-GIS when requested by the Customer/Project Sponsor.

The Company and Customer/Project Sponsor or its affiliate or Facility Owner(s) must make commercially reasonable efforts to ensure that the Facility is registered in a timely fashion to allow monetization of the value of the energy, capacity, and all other market products (except for RECs or tax incentives) relating to the Facility Output. The Company is not responsible for applying Bill Credits until the Facility is registered with ISO-NE and capable of participating in the ISO-NE wholesale market. The Company shall not be responsible for qualifying the Customer/Project Sponsor's facility to receive RECs in any other jurisdiction other than Maine. (However, the Company will cooperate with the Customer/Project Sponsor as may be reasonably requested, subject to Customer/Project Sponsor paying Company an administrative fee associated with such qualification.)

B: ISO-NE Market Participation Obligations

1. Company Acting as Lead Market Participant (LMP) and Lead Asset Owner

At the election of the Customer/Project Sponsor, Company will become the Lead Market Participant and Lead Asset Owner for the Facility and assume all associated reporting and market settlement obligations. Company will register the Facility as a Settlement-Only Generator with ISO-NE and will be responsible for all ISO-NE market administration obligations associated with its registration and participation in the wholesale markets administered by ISO-NE, and will use commercially reasonable efforts to do so. Customer/Project Sponsor will be responsible for providing Company with all information requested by Company necessary to accurately complete the ISO-NE Generator Asset Registration Form, including but not limited to, identifying a Designated Entity contact that will be responsible for all obligations associated with this designation pursuant to the ISO-NE Tariff and ISO-NE Rules.

The Company, acting as LMP, shall not seek to qualify or bid the Facility for participation in the ISO-NE Forward Capacity Market (FCM) or seek a Capacity Obligation in the FCM. If the Commission directs the Company to qualify the Facility in the Forward Capacity Market (FCM) and seek a Capacity Obligation in the FCM, the Company will be responsible for all costs associated with qualifying the Facility or any subsequent performance penalties associated with the Facility's operation as a Capacity Resource.

2. Customer Acting as Lead Market Participant

If Customer/Project Sponsor or its affiliate or Facility Owner(s) elects to function as the LMP, energy and ancillary services products from the Facility will be transferred to the Company pursuant to a Real-Time Internal Bilateral Transaction (IBT), which will be negotiated by the Parties in good faith. The IBT protocol is attached to this Agreement as Exhibit 3.

For new resources, Customer/Project Sponsor may elect a Buyout Option to retain rights for Capacity and participate in the ISO-NE wholesale energy markets. Customer/Project Sponsor may make this election no later than ninety (90) days prior to the Commercial Operation Date. Customer/Project Sponsor must make payment to the Company at a price and pursuant to terms negotiated in good faith by the parties during the 90-day period prior to the Commercial Operation Date.

For existing resources, if the Customer/Project Sponsor elects to retain rights to the Capacity associated with the Facility and participate in the ISO-NE wholesale electricity market, the Parties will negotiate a Buyout Option.

Exhibit 4 to this Agreement will contain the Buyout Option that the Parties have agreed upon.

C: ISO-NE Rules

The Company and Customer/Project Sponsor shall each comply with the ISO-NE Rules and the ISO-NE Tariff, as they may apply to the purchase and sale of the generation and the transfer of RECs contemplated under this Agreement.

D: NMISA Obligations

In the northern Maine territory of Emera Maine, the Market Rules of the Northern Maine Independent System Administrator (NMISA) will apply. This includes but is not limited to:

- Interconnection and study process (NMISA Market Rule 8);
- Scheduling and dispatch procedures (NMISA Market Rule 2);
- Technical capability requirements (NMISA Market Rule section 7.4);
- Membership Obligations (NMISA Market Rule section 5.1).

Facilities will be considered Market Participants (NMISA Market Rule section 1.1.81) because they may be considered a "Generator ... whose participation in the Northern Maine Market is required in order to provide electric service to the ultimate end-users in that market."

ARTICLE VIII: ACCESS

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

The Customer/Project Sponsor or its affiliate or Facility Owner(s), at its expense, shall maintain suitable and safe access to all equipment owned by the Company on the Customer/Project Sponsor 's property. If the property of the Customer/Project Sponsor or its affiliate or Facility Owner(s) is secured by a gate, chain or similar device, the customer shall install the device to allow installation of a Company-owned lock for access to this property.

ARTICLE IX: BILLING ADJUSTMENTS AND MONTHLY REPORTING

(a) In the event that billing adjustments are required as the result of meter inaccuracies or any other error, the Company and the Customer/Project Sponsor (or designated agent, as applicable) will work together to correct the billing. Company and Customer/Project Sponsor (or designated agent, as applicable) shall work together in good faith to make the billing adjustment as soon as practicable and shall make every attempt to correct the billing within one (1) Billing Period from identification of the need for the billing adjustment.

If Bill Credits allocated were found to be lower than they should have been, the Company will perform a true-up and allocate the previously un-allocated Bill Credits during the next Billing Period. The Bill Credits will expire 12 months from the date they were allocated to the Financial Interest Customer(s).

If Bill Credits allocated were found to be higher than they should have been, the Company will perform a true-up and reduce the Bill Credits during the next Billing Period by the previously over-allocated Bill Credit amount.

If the Company and Customer/Project Sponsor cannot resolve the billing adjustment to their mutual satisfaction, they may commence the dispute resolution process in Article XVII below.

(b) Until such time as the Company automates its billing system to provide such information directly on the Facility Account invoice, by the twentieth (20th) day of each month, following the month in which the Bill Credits are applied, the Company shall provide Customer/Project Sponsor with a report describing the allocation of Credits to Shared Financial Interest Customers in the corresponding Billing Period. The data provided will include, for each Financial Interest Customer account, the account number, and the percent allocation and Credit amount applied, as well as an indication of any of the accounts which were final billed and are consequently no longer active. The data will also include total Facility production, total value of Credits generated, and total value of Credits allocated to Shared Financial Interest Customers' accounts.

ARTICLE X: GOVERNMENTAL AUTHORIZATIONS

The Customer or Project Sponsor shall ensure that all governmental authorizations and permits required for operation of the Facility are obtained and maintained during the term hereof. The Customer or Project Sponsor shall provide copies of any such authorizations, permits and licenses to the Company upon request.

ARTICLE XI: ASSIGNMENT

This Agreement shall not be assigned, pledged or transferred by either Party without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld: provided that either Party may assign this Agreement without prior written consent of the non-assigning Party (i) to an affiliate of said Party, (ii) as collateral security to any lenders, investors, or financial institutions in connection with any financing for the Facility, or (iii) in connection with a tax equity transaction including, without limitation, a sale leaseback, partnership flip, or inverted leasing structure. Project Sponsor (i) may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests this Agreement as collateral for any financing or refinancing and (ii) may assign this Agreement to the Facility Owner. All assignees, pledgees or transferees shall assume all obligations of the Party assigning the Agreement. If this Agreement is assigned without the written consent of the non-assigning Party (except as otherwise provided above), the non-assigning Party may terminate the Agreement.

If the Customer/Project Sponsor is a closely-held corporation, then for the purposes of this Article a sale of all or substantially all of the voting securities of the Customer/Project Sponsor to a third party shall be deemed an assignment of this Agreement; provided that a sale of all or substantially all of the membership interests of a limited liability company shall not be deemed an assignment of this Agreement; provided further that a change of control in a parent entity that directly or indirectly owns or controls Customer/Project Sponsor shall not be deemed an assignment of this Agreement.

If this Agreement is assigned from the Customer/Project Sponsor to another party, by virtue of any insolvency proceeding, then the assignee, within 90 days of assumption of this Agreement, shall reimburse the Company for all reasonable expenses incurred by the Company in conjunction with such insolvency proceeding.

The Company and the Customer/Project Sponsor agree that in determining whether any withholding of consent to an assignment shall be reasonable, it shall be understood that it is of the essence of this Agreement that (i) the Customer/Project Sponsor have a Financial Interest in the Facility as defined herein, (ii) the assignee be a transmission and distribution customer of the Company, and (iii) the assignee shall have a valid Interconnection Agreement with the Company. For that reason, the Company may reasonably refuse to consent to any assignment of this Agreement that would result in a change either in the type or the location of the Facility contemplated in this Agreement.

ARTICLE XII: BREACH; TERMINATION

Customer/Project Sponsor may terminate this Agreement at any time in its sole discretion by providing notice to the Company not less than one hundred and eighty (180) days before such termination.

In the event of breach of any material terms or conditions of this Agreement, if the breach has not been remedied within 30 days following receipt of written notice thereof from the other Party (provided that, if the breaching Party has commenced and is diligently pursuing efforts to cure such breach, then such 30-day period shall be extended until the earlier of (i) 30 additional days or (ii) end of diligent efforts to cure the breach), then the non-breaching party may terminate this Agreement by written notice at any time until cure of such breach occurs. In the event of any proceedings by or against either Party in bankruptcy, insolvency or for appointment of any receiver or trustee or any general assignment for the benefit of creditors (excluding, for the avoidance of doubt, an assignment in accordance with Article XI or other collateral assignment to obtain project financing), the other Party may terminate this Agreement.

If the Customer/Project Sponsor increases the capability or the capacity of the Facility to exceed 4.999 MW, this Agreement shall immediately terminate. The Company shall not be liable to the Customer/Project Sponsor for damages resulting from a termination pursuant to this paragraph.

If the Customer/Project Sponsor 's generating equipment produces zero (0) kilowatt-hours during any period of twelve (12) consecutive Billing Periods after the Commercial Operation Date {Effective Date for existing resources} for a reason other than a force majeure event, the Company may terminate this Agreement.

ARTICLE XIII: WAIVER

Any waiver at any time by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any subsequent default or other matter.

ARTICLE XIV: MODIFICATION

Except as explicitly authorized herein, no modification to this Agreement shall be valid unless it is in writing and signed by both Parties hereto.

ARTICLE XV: NOTICES

All notices, requests and other communications hereunder (herein collectively a "notice" or "notices") shall be transmitted by the Party transmitting the communication, via first class mail, courier, overnight delivery service, or by electronic mail addressed to the other Party as follows:

To the Company:

Central Maine Power Company
83 Edison Drive
Augusta, ME 04336
Attn: Power Contract Administration
Email: ppaadmin@cmpco.com

To Customer/Project Sponsor:

ER Pleasant Street Solar LLC
ATTN: Jess Roden
230 Park Avenue
New York, New York 10169
Phone: (860) 484-9047
Email: assetmanagement@greenbackercapital.com

The Company and Customer/Project Sponsor, upon thirty (30) days written notice to the other in accordance with this Article, may change a name or addresses to which notices under this Agreement must be sent.

ARTICLE XVI: APPLICABLE LAWS

This Agreement is made in accordance with the laws of the State of Maine and shall be construed and interpreted in accordance with the laws of Maine, notwithstanding any choice of law or rules that may direct the application of the laws of another jurisdiction.

If, after the execution of this Agreement, any right or obligation of either Party under this Agreement is materially altered as the result of any change in applicable laws or regulations, the Parties agree to negotiate in good faith to amend this Agreement to conform to the revised law or regulation. If the Parties are unable to come to an agreement as to the appropriate amendment of this Agreement in the event of a change in applicable laws or regulations, then the Party whose right or obligation is materially altered as a result of such change in law or regulations may terminate this Agreement by providing the other Party with sixty (60) days prior written notice, in which case the Parties respective rights and obligations will be governed by the applicable revised law or regulation after such termination of this Agreement.

ARTICLE XVII: DISPUTE RESOLUTION

In the event of any dispute between the Parties hereto as to a matter referred to within this Agreement or as to the interpretation of any part of this Agreement, the Parties shall refer the matter to their duly authorized representatives for resolution. Should such representatives of the respective Parties fail to resolve the dispute within ten (10) days from such referral, the Parties agree that any such dispute shall be referred to the Commission for resolution. To the extent that the Commission declines to resolve the dispute or lacks the jurisdiction to do so, the Parties may

pursue any rights or remedies available at law or in equity and consistent with this Agreement in connection with the dispute.

ARTICLE XVIII: LIMITATION OF LIABILITY

Each Party's liability to the other Party for any loss, claim, injury liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred.

ARTICLE XIX: INTEGRATION

The terms and provisions contained in this Agreement between the Customer/Project Sponsor and the Company constitute the entire Agreement between the Customer/Project Sponsor and the Company and shall supersede all previous communications, representations, or agreements, either verbal or written, between the Customer/Project Sponsor and the Company with respect to the Facility and this Agreement.

ARTICLE XX: SEVERABILITY

The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision set forth herein.

ARTICLE XXI: CAPTIONS

All indexes, titles, subject headings, section titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive or definitive or to affect the meaning of the contents or scope of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed, all as of the day and year first above written.

WITNESS:

ER PLEASANT STREET SOLAR LLC

Dated: _____

By: _____

Its: _____

WITNESSES:

CENTRAL MAINE POWER COMPANY

Dated: 12/21/2023

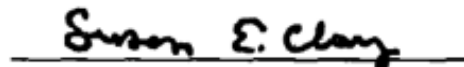


By: 

Andrea Vanluling

Its: Vice President – Treasurer & Controller



By: 

Susan E. Clary

Its: Director – Electric Supply

Exhibit 1
Commercial or Institutional Customer Allocation

Customer Name	Account No.	% Allocation
Auburn School Department	35011528003	0.1481000%
Auburn School Department	35014945279	0.0947700%
Auburn School Department	35016859205	0.0902200%
Auburn School Department	35013420456	0.0728100%
Auburn School Department	35013058405	0.0380100%
Auburn School Department	35017122850	0.0307300%
Auburn School Department	35014377366	0.0269300%
Auburn School Department	35011444219	0.0260600%
AVX Tantalum Corporation	35013010927	1.3737000%
Bowdoin College	30010546577	0.1550500%
Bowdoin College	35012786675	0.3419900%
Bowdoin College	30011877633	0.1758600%
Bowdoin College	35016991859	0.0577500%
Maine Community College System	35012545410	0.5433500%
City of Portland & Portland Schools	35011143621	1.1108100%
City of Portland & Portland Schools	35011406002	0.1466100%
City of Portland & Portland Schools	35011630882	0.2671500%
City of Portland & Portland Schools	35011699630	0.7715200%
City of Portland & Portland Schools	35011753312	0.2325300%
City of Portland & Portland Schools	35011753593	0.0949300%
City of Portland & Portland Schools	35012385551	0.5134200%
City of Portland & Portland Schools	35014216424	0.0839600%
City of Portland & Portland Schools	35014856344	0.1309500%
City of Portland & Portland Schools	35015048263	0.1317000%
City of Portland & Portland Schools	35015048552	0.1077300%
City of Portland & Portland Schools	35015550672	0.1324000%
City of Portland & Portland Schools	35016009314	0.0559000%
City of Portland & Portland Schools	35016561470	0.1239800%
City of Portland & Portland Schools	35016986404	0.2567200%
Colby College	35013485939	2.9227100%
County of York Maine	35014784454	0.1048200%
County of York Maine	35015883842	0.0226900%
County of York Maine	35016176006	0.4420200%
Falmouth Public Schools	35011158165	0.1923500%
Falmouth Public Schools	35011881444	0.0709700%
Falmouth Public Schools	35013043738	0.0300000%
Falmouth Public Schools	35015443571	0.2165500%
Maine Community College System	35010179832	0.0488700%
Maine Community College System	35010310429	0.2277000%

L L Bean Inc	35011590425	0.0711100%
L L Bean Inc	35012266587	0.5172300%
L L Bean Inc	35012299612	0.6966500%
L L Bean Inc	35014620492	0.3222500%
L L Bean Inc	35016132660	0.3887700%
L L Bean Inc	35016968667	2.1023900%
L L Bean Inc	35010566251	0.0591200%
L L Bean Inc	35013157843	0.0501000%
L L Bean Inc	35015095900	0.0348600%
L L Bean Inc	35013202011	1.6147400%
Maine Maritime Academy	35013209735	0.0674400%
Maine Maritime Academy	35014351510	0.7123400%
Maine Maritime Academy	35014428052	0.5900300%
MaineGeneral Health	35010162606	0.1142200%
MaineGeneral Health	35011877863	0.4524600%
MaineGeneral Health	35013773912	0.1407700%
MaineGeneral Health	35013828534	2.3869100%
MaineGeneral Health	35013828740	1.1165600%
MaineGeneral Health	35013966748	0.1265100%
MaineGeneral Health	35014176594	1.3316000%
MSAD 11	35010146872	0.1536100%
MSAD 11	35015069202	0.0623200%
MSAD 11	35013590159	0.0617200%
MSAD 11	35011832793	0.0343800%
MSAD 11	35011990609	0.0309500%
MSAD 11	35010398853	0.0192900%
MSAD 11	35010639561	0.0092100%
MSAD 11	35010148068	0.0084600%
MSAD 15	35012710980	0.1311900%
MSAD 15	35012718082	0.0783100%
MSAD 15	35016863496	0.0469000%
MSAD 15	35012569428	0.0335400%
MSAD 15	35010918726	0.0288700%
MSAD 15	35016001741	0.0158700%
Nestle Waters North America Inc	35012159253	0.8446800%
Nestle Waters North America Inc	35014805028	3.8755100%
Nestle Waters North America Inc	35015822550	1.2857100%
Nestle Waters North America Inc	35016920114	2.7411100%
Northern Light Healthcare System	35010837942	0.5446100%
Northern Light Healthcare System	35013951815	0.0655400%
Northern Light Healthcare System	30013527350	1.1160200%
Northern Light Healthcare System	35010252852	0.6182300%
Northern Light Healthcare System	35010254072	0.3848400%

Northern Light Healthcare System	35010256879	0.9771700%
Northern Light Healthcare System	35011396658	0.2465500%
Pleasant River Lumber Co	35015884626	3.7660700%
City of Portland & Portland Schools	30013904831	0.2501900%
City of Portland & Portland Schools	35013584723	0.2358400%
City of Portland & Portland Schools	35011646631	0.2203200%
City of Portland & Portland Schools	35011616972	0.1586400%
City of Portland & Portland Schools	35011687213	0.1376100%
City of Portland & Portland Schools	35011660897	0.1275700%
City of Portland & Portland Schools	30010434006	0.1071800%
City of Portland & Portland Schools	35017194370	0.1000000%
City of Portland & Portland Schools	35011675572	0.0936600%
City of Portland & Portland Schools	35011727100	0.0918200%
City of Portland & Portland Schools	35012976508	0.0917400%
City of Portland & Portland Schools	35011747868	0.0841800%
Portland Water District	35013498031	0.1219500%
Portland Water District	35014160515	0.3050600%
Portland Water District	35014550236	0.0689200%
Portland Water District	35014716951	0.0507300%
Portland Water District	35015452242	0.0936200%
Portland Water District	35016277085	0.1943000%
Portland Water District	35016283638	0.1450100%
Portland Water District	30014576604	1.6152600%
Portland Water District	30013824088	0.3016500%
Pratt & Whitney	35013063009	7.3068200%
Pride Manufacturing Co LLC	35015722388	0.9060600%
RSU 14 Windham Raymond School District	35010869721	0.5066300%
RSU 14 Windham Raymond School District	35011261068	0.0663900%
RSU 14 Windham Raymond School District	35014677492	0.0547400%
RSU 14 Windham Raymond School District	35015562461	0.0476700%
Scarborough School Department	35010124838	0.2891200%
Scarborough School Department	35013191602	0.3333900%
Scarborough School Department	35013685868	0.2911300%
Maine Community College System	35010119317	0.0847200%
Maine Community College System	35013166083	0.5225800%
Maine Community College System	35013734609	0.0380500%
Maine Community College System	35016686996	0.1009200%
University of Maine System	35016335198	0.3833000%
University of Maine System	35011159320	0.0659900%
University of Maine System	35015203173	0.0561100%
University of Maine System	35015226513	0.1872700%
University of Maine System	35015556273	0.0759400%
University of Maine System	35015556745	0.1630900%

University of Maine System	35015581289	0.0806800%
University of Maine System	35015663236	0.0837000%
University of Maine System	35016912830	0.0756300%
University of Maine System	35017128204	0.0732700%
University of Maine System	35010349336	0.1061900%
University of Maine System	35013799958	0.1382200%
University of Maine System	35013129552	1.4884300%
University of Maine System	35013455395	1.0782100%
University of Maine System	35016856086	0.3955400%
Waterville Public Schools	35010853907	0.1553500%
Waterville Public Schools	35011967664	0.1168700%
Waterville Public Schools	35010913982	0.0968700%
Waterville Public Schools	35016501419	0.0398900%
Waterville Public Schools	35010853543	0.0202700%
Waterville Public Schools	35015105147	0.0104600%
Maine Community College System	35012365819	0.1542100%
Town of Old Orchard Beach	35016448355	2.220%
Town of Old Orchard Beach	35013305285	1.930%
Town of Old Orchard Beach	35016885473	13.810%
Town of Old Orchard Beach	35013308024	1.550%
Town of Old Orchard Beach	35014668962	2.080%
Town of Old Orchard Beach	35015654268	0.260%
Town of Old Orchard Beach	35015508951	0.220%
Town of Old Orchard Beach	35016743144	6.300%
Town of Old Orchard Beach	35016606044	0.440%
Town of Old Orchard Beach	35017174612	0.350%
Town of Old Orchard Beach	35017085628	0.120%
Town of Old Orchard Beach	35013308552	0.570%
Town of Old Orchard Beach	35014533349	1.150%
Town of Old Orchard Beach	35016243095	1.600%
Town of Old Orchard Beach	35016808038	2.550%
Town of Old Orchard Beach	35010161772	0.180%
Town of Old Orchard Beach	35012620122	2.640%
Town of Old Orchard Beach	35010317366	0.150%

Exhibit 2 – Cascading Allocation

Customer Name

Account No.

Cascade Order

NA