

EASTERN MAINE ELECTRIC COOPERATIVE, INC.

TERMS
AND
CONDITIONS

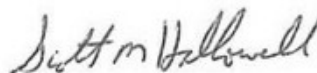
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Docket No. **DOCKET NO 2019-00063**



Scott M. Hallowell, CEO

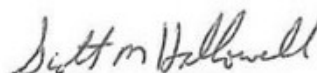
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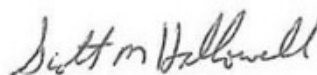
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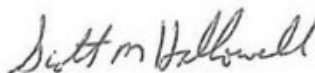
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EASTERN MAINE ELECTRIC COOPERATIVE, INC.

TERMS AND CONDITIONS OF GENERAL APPLICABILITY

1. Preface:

It is the intent of the Cooperative to provide through these Service Policies, a helpful guide to the Customer, the electrical and building trades, and the employees and representatives of the Cooperative; to achieve efficient and safe electrical service; and to insure that all Customers of the Cooperative receive uniform and equitable consideration.

A copy of the Rate Schedules and Terms and Conditions under which electric service will be supplied to its Customers by Eastern Maine Electric Cooperative, Inc. is on file with the Public Utilities Commission of the State of Maine on its Case Management System on its website, and is also available for inspection at the office of the Cooperative.

2. Definitions:

The following terms wherever used in any of these Service Policies, the Cooperative's rate schedules, and in any application or agreement for electric service shall have the following meanings, unless otherwise clearly stated:

2.a Board of Directors or "Board":

The governing body of the Eastern Maine Electric Cooperative elected by the members.

2.b Cooperative:

The Eastern Maine Electric Cooperative, Inc., a consumer-owned system, owned exclusively by its Customers on an equal share of ownership basis.

2.b.1 Commission:

"Commission" means the Maine Public Utilities Commission.

2.c Customer:

"Customer" means any person, firm, corporation or governmental division who has applied for, been accepted and is either receiving utility service or has agreed to be billed for utility service. This term also includes any person, firm, corporation or governmental division who was a customer with the Cooperative within the past thirty (30) days and who requests service at the same or different location.

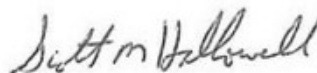
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2.d Electric Service:

The availability of electric energy at the point of delivery for use by the Customer, irrespective of whether electric energy is actually used.

2.e Energy:

Electric energy, measured in kilowatt-hours.

2.f Demand:

The maximum rate of delivery of electric energy during a month, measured in kilowatts (kW) registered over a 15 minute period.

2.g Reactive Demand:

The maximum rate of delivery of reactive kilovolt amperes during a month, measured in kilovars (kVar) registered over a 15 minute period.

2.h Power Factor:

The ratio of kilowatt-hours to kilovolt ampere hours expressed in percentage.

2.i Member:

A shareholder in the Eastern Maine Electric Cooperative, Inc. A member is a Customer and owner of the system.

2.j Month:

An interval of approximately 30 days between successive normal meter reading dates.

2.k Billing Period:

The interval between successive meter reading dates for billing purposes, as established by the Cooperative.

3. Service Description:

3.a Residential Utility Service:

Residential utility service is defined as the supply of electric service to homes, apartments, flats, or other living quarters occupied in which the structure is permanent in nature by a person or persons who constitute distinct households and use the energy for general domestic purposes including home lighting and the operation of household appliances. Residential utility service may be extended by the Customer from the Customer's domestic meter to other structures which are adjacent to and connected with the residence being serviced and are used by the occupants of the residence for noncommercial purposes.

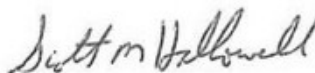
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Seasonal cottages, cabins, campers, recreational vehicles and other type dwellings occupied only intermittently or for periods not aggregating more than nine months per year are not considered residential service.

3.b Commercial and Industrial:

Commercial and Industrial Service, both small and large, is defined as the supply of electric service to businesses, farms, public buildings, etc., for lighting, heating and other uses.

3.c Seasonal Residential:

Seasonal Residential Service is defined as the supply of electric service to cottages, cabins, campers, recreational vehicles and other type dwellings, occupied only intermittently or for periods not aggregating more than nine months per year. A Customer regularly vacating the premises for three months or less may elect in writing to be classified as an annual Customer subject to annual charges.

Service to cottages, cabins or other dwellings used for transients, hunters, campers, etc. for financial gain in the form of rent or other types of payment, does not qualify for seasonal residential service. Service of this nature will be provided under the appropriate commercial or industrial rate.

3.d Street Lighting:

Street Lighting Service is defined as the supply of electric service to political subdivisions such as cities, towns and villages for dusk to dawn lighting of streets, alleys and other public ways. Service involving less than 10 lights will be provided under the provisions of area lighting as described below.

3.e Area Lighting:

Area Lighting Service is defined as the supply of electric service to residential, commercial and industrial Customers for area lighting of yards, docks, lots, piers, etc. Street lighting service as defined above for installations of less than 10 lights will be considered as area lighting.

4. Termination Notice:

Customers who wish to discontinue service must give seven (7) days notice to that effect to any office of the Cooperative. Notice to discontinue service prior to the expiration of a contract term will not relieve a Customer from any minimum or guaranteed payment under any contract or rate. The Customer must pay for service that is actually provided until the service is disconnected, or until the expiration of the required notice provided by the Customer.

5. Revisions:

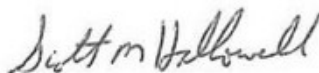
The Rate Schedules for electric service may be revised, amended, supplemented, or otherwise changed from time to time in accordance with the Laws of Maine, and such changes, when effective, shall be subject to these Terms and Conditions as effectively as though originally incorporated herein.

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These Terms and Conditions may be revised, amended, supplemented or otherwise changed at any time by action of the Cooperative's Board of Directors and other governmental bodies having jurisdiction. All previous terms and conditions or service practices are hereby canceled.

6. Applicability:

The provisions of the Rate Schedules and Terms and Conditions apply to all Customers as defined in these Terms and Conditions

7. Basis of Charge:

Except as otherwise specifically provided for temporary short term service and seasonal service, the rates for electric service are predicated upon the furnishing of service for periods of not less than one year, but are priced upon a monthly basis and provide that service shall be billed at monthly intervals and be subject to monthly minimum payments. When optional rate schedules are available, the Customer may not change from one rate schedule to another more frequently than once in any 12 month period. Said change may be made only at the end of the billing period during which the request was made.

The rates named in the Rate Schedule for each class of service are based upon the supply of service to each Customer separately metered and separately billed. The Cooperative, for the convenience of its Customers, may allow cumulative metering and billing of separate Customers or cumulative billing of separate classes of service to one Customer. In these cases, the billed Customer will be responsible for the entire billing. Usually, this procedure occurs when a home is subdivided to more than one family or a family and business unit, and it is not to the Customer's advantage to rewire immediately. If each separate Customer qualifies for the same rate schedule, that schedule will be used to determine the combined rate. The minimum kilowatt-hours in each step will be multiplied by the number of units being metered to determine the new steps. The charge per kilowatt-hour for each step will not change. If different classes of Customers are being metered, the Cooperative will select the rate to apply to the multiple use formula that will produce the most revenue. If, however, a relatively small quantity of electricity is required by one or more units, the rate normally chargeable to those units, even if higher, will not be required to be the one used to determine the multiple use rate.

Once the number of units in a multiple unit arrangement has been established for rate-making purposes, it will not be decreased unless structural changes are made, such as the complete elimination of kitchen units. The Cooperative urges that separate metering of each unit be established as soon as practical to avoid problems, including different quantities of electrical energy being used by each of the units.

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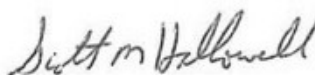
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8. Unauthorized Use and Fraud:

"Unauthorized use" means the interference or diversion of utility service. Unauthorized use includes, but is not limited to: (a) tampering with the meter (any act which affects the proper registration of service through a meter); (b) by-passing (unmetered service that flows through a device connected between the service line and Customer-owned facilities), or (c) restoring service without authorization from the utility or CASD.

"Fraud" means a false representation, by words or conduct, or the concealment of facts which should have been disclosed, which is intended to deceive the Cooperative and upon which the Cooperative relies in taking actions with respect to a Customer.

When there is unauthorized use or the Cooperative has reason to believe there is fraud or that the Customer has materially misrepresented his or her identity to obtain service without complying with the provisions of these Terms and Conditions, the Cooperative will disconnect service as provided in Chapters 815 of the Rules and Regulations of the Maine Public Utilities Commission. The Cooperative will pursue those financial remedies available to it under Chapters 815 of the Rules and Regulations of the Maine Public Utilities Commission and under the laws of the State of Maine.

9. Service Contracts:

Whether or not a signed application for service is made by the Customer and accepted by the Cooperative, the rendering of service by the Cooperative at the request of the Customer shall be deemed a contract between the parties and subject to all provisions of the Rate Schedule applicable to the service.

Standard contracts shall be for terms as specified in the rate schedule, but where large or special investment is necessary for the supply or extension of supply of service, contracts for a longer term than specified in the rate schedule, with or without special guarantee of revenue, or other special conditions may be required to safeguard such investment.

Each applicant for electric service may be required to sign the Cooperative's form of application for electric service or a special contract. Large industrial or commercial contracts may be written on a special form, and shall contain such provisions and stipulations as may be necessary or desirable to protect the interest of both Cooperative and Customer. Acceptance of service, with or without a signed application or contract, shall be subject to compliance with the terms of the applicable rate schedule or schedules and these Terms and Conditions.

These Terms and Conditions are a part of every contract for service, unless specifically modified by a rate provision.

In case of conflict between any provisions of any rate schedule or special contract and these Terms and Conditions, the provisions of the rate schedule or special contract shall apply.

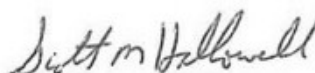
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10. Character of Service:

The use of the Cooperative's service shall be for no purpose other than that covered by the provisions of the character of service of the rate under which service is supplied, or by any part of the Terms and Conditions which may be applicable.

The rates apply only to the supply of electric energy of the standard characteristics and capacity which may already be available in the locality of the premises to be served or which may be made available by the Cooperative in accordance with the provisions and requirements of these Terms and Conditions.

All service shall be alternating current, 60 hertz (cycle). Nominal secondary voltages are 120-240 single phase, and 208-240 or 480 three phase. Service may also be delivered at other voltages when applicable and where such secondaries exist, or when the size of the load justifies primary voltage delivery or separate transformer installation. The availability of service for the equipment to be used shall be determined from the Cooperative before proceeding with the wiring or the installation of the equipment. The Cooperative shall advise the Customer of the available phase and voltage for that service.

11. Disconnection of Service:

All disconnections of service shall be in accordance with the Maine Public Utilities Commission's Rules and Regulations, Chapter 815, copies of which are available for inspection at any office of the Cooperative.

12. Credit and Collection Procedures:

All credit and collection procedures will be in accordance with Chapter 815 of the Maine Public Utilities Commission's Rules and Regulations.

12.a Amount of Deposit:

The amount of the deposit for utility service shall be determined in accordance with Chapter 815 of the Commission's Rules and Regulations.

12.b Refund of Deposit:

Refund of deposits for utility service shall be determined in accordance with Chapter 815 of the Commission's Rules and Regulations.

12.c Interest on Customer Deposits:

The interest accrued on customer deposits shall be the rate set by the Public Utilities Commission in accordance with Chapter 870 of the Public Utilities Commission's Rules and Regulations.

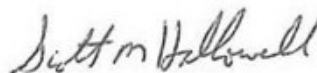
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13. Meter Reading:

The Cooperative will obtain an actual meter reading every month, unless:

- a. extreme weather conditions, emergencies, equipment failure, work stoppages or other similar circumstances prevent an actual meter reading by Cooperative employees;
- b. the Cooperative must have access to the Customer's premises to obtain a reading and the Cooperative is unable to gain access after using reasonable efforts to obtain access; or
- c. a Customer is billed on a seasonal basis according to terms included in the rate schedule of the Cooperative.

An "actual meter read" includes an electronic read obtained via an automated read system.

14. Billings:

All normal billing periods shall be assumed to have 30 days, but consumption covering fewer days will be billed as a normal billing period.

When other than normal billing periods are caused by the Customer's actions such as opening (or closing) of an account, consumption for 15 days or less will be treated as an addition to the next (or previous) normal billing period, as applicable, and the total billed on the basis of a normal billing period; consumption for 16 days or more will be billed as a normal billing period.

Bills are rendered monthly. In computing bills for multiple month periods, the minimum charges and energy blocks of the rate will be multiplied by the number of months in the billing period. If a meter has been destroyed by fire, or has stopped registering, or otherwise fails to correctly register power and energy supplied to the Customer, the Cooperative will render a bill as allowed by Chapter 815 of the Maine Public Utilities Commission Rules and Regulations.

All bills, except final or closing bills, are due and payable, by receipt at the office or authorized pay station of the Cooperative or by electronic transaction, not later than 25 days from the date of mailing, unless otherwise specified on the bill. Failure to receive a bill will not release the Customer from obligation of payment.

15. Billing Demand:

The Billing Demand shall be as defined in the appropriate rate schedule.

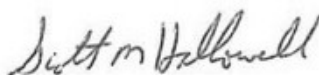
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16. Power Factor:

16.a Adjustment:

All three phase loads and all single phase loads in excess of 10 kW shall be subject to the power cost adjustment factor provisions contained in the applicable rate schedule.

16.b Corrective Equipment:

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

17. Loads:

17.a Additional:

If the Customer desires to change the Customer's load materially, the Customer shall notify the Cooperative sufficiently in advance so that the Cooperative may, if economically feasible, provide the facilities required to serve the increased load. If the Customer fails to notify the Cooperative, and as a result the Cooperative's equipment is damaged, the Customer shall be liable for the cost of such damage.

17.b Fluctuations and Disturbances:

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

18. Tax Adjustment:

The amount of any and all revenue, kilowatt-hour or other form of tax imposed by any governmental authority upon the Cooperative or upon its property, revenue, or income may be apportioned by the Board of Directors of the Cooperative to the territory in which such tax or taxes may be effective and among the various classes of service furnished therein. Such amounts shall constitute an additional charge to the power billings under any rate schedule or special contract, and any rate schedule affected thereby shall be amended to reflect the additional charge and shall be filed with the Commission as may be required by law. All such apportionments will be charged only when in conformance with existing applicable laws.

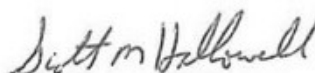
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19. Service Charges:

19.a General:

The Cooperative will charge a Customer a reconnection fee to restore service at the Customer's premises if service was discontinued for violation of a provision of these Terms and Conditions, for non-payment of undisputed bills, or for theft or unauthorized use of electricity, dangerous conditions at the Customer's premises, or violation of the Maine Public Utility Commission's Rules and Regulations.

I The reconnection fee is \$25.00 for each resumption of service scheduled for normal business hours of 7:30 A.M. to 4:00 P.M. Monday through Friday. The charge during other than normal business hours is the actual cost of labor, transportation and overhead, but not less than \$50.00.

19.b Collection Trip Fee:

If a Cooperative employee visits the Customer's premises for the purpose of disconnecting the Customer's power for nonpayment and, in order to prevent disconnection at the premises, the Customer pays the overdue amount or enters into a payment arrangement, there will be a twenty-five dollar (\$25.00) service charge in addition to any other charges applicable under these Terms & Conditions.

19.c Non-honored Checks:

If the Cooperative has two (2) checks of a Customer returned for any reason by the bank in any twelve (12) month period, the Cooperative may require that bills be paid by cash, certified check or money order.

19.d Charge for Returned Checks:

The Cooperative will charge the Customer's account for any check returned by the bank for reason of non-payment. The charge is the greater of \$5.00 per check or the amount the bank charges the Cooperative, not to exceed \$15.00. The Cooperative will furnish the Customer with proof of any bank charges in excess of \$5.00.

20. Resale of Energy:

Except by written agreement with the Cooperative, the Customer shall not resell to, or share with others, any electric service furnished by the Cooperative.

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21. Point of Delivery:21.a Definition:

The point of delivery is that point on the Customer's premises where the Cooperative connects its electrical service conductors with the Customer's wires. The point of delivery will be designated by the Cooperative.

The rates of the Cooperative are based upon the supply of service to the entire premises through a single delivery and metering point. Separate supply for the same Customer at other points will be separately metered and billed. The Cooperative will not totalize metering of separate points of supply or service. Where the Cooperative contracts to furnish separate transformers to provide multiple services or multiple voltages for the mutual benefit of the Cooperative and the Customer, metering and billing shall be either by separate accounts at low voltage or consolidated at high voltage with inclusion of transformer losses.

21.b Overhead:

For overhead service the location of the point of delivery must be such that the Cooperative's service conductors can be installed without attachment to the building in any other location. The Customer shall furnish a suitable support for the Cooperative's attachment wires. There will be a \$50 charge for connecting the Cooperative's facilities to the Customer's facilities.

21.c Underground:

For underground service the point of delivery may be on a line, transformer, or service pole, transformer pad, pedestal, or building, or other agreed point. It shall be the responsibility of the Customer, or the Customer's electrical contractor, to advise the Cooperative of the service requirements in advance of installing, or altering, the service entrance equipment, and to ascertain that the location is acceptable to the Cooperative. The Customer shall provide all trench excavation, backfill, and underground facilities such as conduits, duct systems, enclosures, pedestals, vaults, hand holes, or mounting foundations. The Customer shall install and maintain all the conductors, conduits clamps, and associated equipment related to an underground service drop. The Customer shall be responsible for all costs associated with the installation, maintenance, and repair of the underground service drop. There will be a \$50 charge for connecting the Cooperative's facilities to the Customer's facilities.

22. Customer's Responsibility:22.a Wiring and Equipment:

The Customer shall install, own and maintain all wiring and equipment beyond the point of delivery except meters and special facilities installed or furnished by the Cooperative. The Customer's wiring shall conform to applicable municipal, county and state requirements, and the Cooperative's Terms and Conditions, and to accepted modern standards as exemplified by the National Electrical Code, and the National Electrical Safety Code.

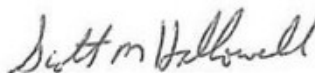
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If instrument transformers are required, the Cooperative shall furnish and install the necessary equipment.

It shall be the Customer's responsibility to provide suitable protective equipment such as fuses, circuit breakers and relays to adequately protect the Customer's equipment. For the protection of three phase motors, the Cooperative requires the installation of three thermal overcurrent devices and, in addition, dual element time delay fuses, circuit breakers, or relays of suitable rating. The Cooperative reserves the right to refuse or discontinue service to Customer's equipment or wiring where such equipment or wiring is in hazardous condition, or not in conformity with lawful codes and local regulations. The Cooperative shall not be held liable for any loss or damage to persons or property resulting from defects beyond the point of delivery or in the Customer's installation of equipment or the delivery of energy thereto.

22.b Cooperative's Property:

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

22.c Right of Access:

The Customer shall grant any necessary permission to enable the Cooperative to install and maintain its service facilities on the premises of the Customer and to carry out its contract. The Cooperative shall have the right through its employees, or other agents, to enter upon the premises of the Customer at all reasonable times for the purpose of reading, inspecting, repairing, or removing the metering devices, wiring, or other facilities of the Cooperative. If any such equipment is located within a locked enclosure, the Cooperative shall be furnished a key for access.

22.d Customer Power Outages:

If the Customer's service fails, the Customer shall endeavor to determine if the Customer has blown fuses, tripped breakers, or the Customer's equipment is at fault before calling the Cooperative. If a service person is sent out at the Customer's request, and it is determined that the Customer's equipment is at fault, a charge of \$15.00 may be made for calls during normal business hours of 7:30 A.M. to 4:00 P.M. Monday through Friday. If a call is outside of normal working hours, the charge is the actual cost of labor, transportation and overhead, but not less than \$35.00.

23. Unauthorized Attachments:

Written permission must be obtained from the Cooperative before any equipment or material of any description may be attached to any utility pole, guy wire, electrical equipment, or other property of the Cooperative.

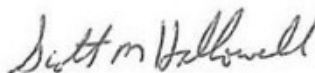
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24. Inspection:

The Cooperative shall have the right, but shall not be obligated, to inspect the Customer's wiring or equipment before or during the time service is supplied. However, such inspection, or lack of inspection, shall not be construed as placing upon the Cooperative any responsibility for the condition or maintenance of the Customer's wiring, current consuming devices or other equipment.

25. Phase Balance:

Current unbalance, in phase wires of services, except the wild leg of three phase four wire delta services, shall not exceed 10 per cent of the current which would be required at maximum load under balanced current conditions.

26. Electric Water and Space Heating:

Electric water and space heating equipment to be served by the Cooperative shall be constructed and installed in conformity to all appropriate codes. The Cooperative should be advised and consulted prior to the purchase and installation of large loads of this type to ascertain whether or not: (1) the proposed equipment is of adequate capacity to do the job intended, (2) that the heating elements or units and the thermostats controlling them are the proper size and balance to assure that the use of the equipment will not cause disturbances of the Cooperative's system, and (3) that the Cooperative can make the changes to its facilities, if required, in order to satisfactorily serve the additional load.

27. Change of Occupancy:

When a change of occupancy or of legal responsibility takes place on any premises being served by the Cooperative, the Customer must give the Cooperative at least seven (7) days notice before disconnection. The Customer must pay for service used until the Cooperative disconnects the service, or until the expiration of the required notice provided by the Customer.

Disconnections of leased or rented dwellings are made in accordance with Chapter 815 of the Maine Public Utilities Commission's Rules and Regulations.

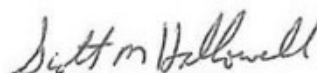
28. Notice of Trouble:

The Cooperative will endeavor to give the best possible service to its Customers at all times. The Customer can materially assist the Cooperative in fulfilling its purpose by promptly notifying the Cooperative of any defects, trouble, or accident affecting the supply of electricity, or in the event service is unsatisfactory for any reason.

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29. Interruption of Service:

The Cooperative will exercise reasonable care to provide adequate and continuous electric service but does not guarantee same and shall not be liable for injury, loss, or damage resulting from any failure or curtailment of electric service nor shall such failure or curtailment constitute a breach of contract. The Cooperative may temporarily interrupt service when it is necessary to repair or maintain the utility delivery system (planned or unplanned); to eliminate an imminent threat to life, health, safety or substantial property damage, or for reasons of local, state or national security.

The Cooperative will give reasonable notice of a service interruption for scheduled maintenance or repairs to Customers and occupants who may be affected. If scheduled to affect more than 10 Customers or Customers receiving service at the transmission or sub-transmission level, or to last more than five (5) hours, reasonable notice means at least three days if feasible, but 24 hours at a minimum. In other cases reasonable notice means as soon as practicable.

Should the supply of service be so curtailed or changed, or should it be interrupted or become impaired because of accident, strike, legal process, or any cause whatsoever beyond the Cooperative's control, and except as caused by willful default or neglect on its part, the Cooperative shall not be liable for damages, direct or consequential, resulting from such interruption, impairment, curtailment or change.

The Cooperative will endeavor to maintain its delivery voltages and frequency within reasonable limits, but will not guarantee same beyond established limits set by public authorities having jurisdiction.

When service is interrupted without notice for more than five hours, the utility must attempt to notify directly those Customers who have informed the utility of the presence of life support systems or other special needs that depend on utility service of the cause and expected duration of the outage. Utilities must make reasonable efforts to notify other affected Customers and occupants of the cause and expected duration of the interruption through general notification means such as posting outage information on a website and making outage information available to Customers that call the utility.

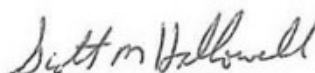
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30. Metering:30.a Tests:

The Cooperative will, at its own expense, inspect and test its meters as required to insure a high standard of accuracy. The Cooperative will, without charge, test the accuracy of the registration of a meter upon the request of a Customer, provided that the Customer does not request such a test more frequently than once every 12 months. When a Customer requests a meter test within 12 months after the date of installation or of the last previous test of the meter, the Customer may be required by the Cooperative to make a deposit of \$8.00 to cover the cost of such test. If the meter does not meet the performance and accuracy standards as required by Commission rule, the Cooperative will return the deposit, pay for the testing and will adjust the Customer's billing in accordance with Chapter 815 of the Commission's Rules and Regulations.

30.b Additional Meter:

Should the Customer desire the installation of additional meters other than those necessary to measure adequately the service taken by the Customer, such additional meter shall be provided, installed and maintained by the Customer at his own expense.

30.c Meter Pole:

If requested by the Customer, the Cooperative shall provide a meter pole to the Customer, in which case the Cooperative shall charge the Customer the Cooperative's cost for the pole and associated material. The location and installation of the meter pole shall be in accordance with applicable laws and engineering and safety codes. If requested by the Customer, the Cooperative shall install the meter pole for the Customer, in which case the Cooperative shall charge the Customer the Cooperative's cost for installation. The Customer shall be the owner of the meter pole and responsible for costs of the meter pole, including maintenance and repair. When the meter pole is replaced or relocated, the Customer will, at the Customer's expense, transfer all Customer-owned equipment to the new pole and will also be responsible for the cost of the new pole and for the installation of the new or relocated pole.

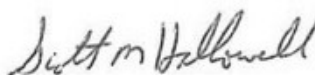
30.d Meter Location:

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

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31. Temporary Service:

All apparatus and equipment for a temporary service, such as service to construction jobs, fairs, and carnivals and any other service which is not likely to continue for a sufficient period of time to warrant standard pole and service drop construction, shall be supplied by the Customer. Any Customer installation must comply in all respects with the Cooperative's installation requirements and local, state, and federal codes. Such service shall be subject to the payment of all costs incurred in the installation and subsequent removal of the distribution facilities, considering the value of any non-salvageable materials. There will be a \$50 charge for connecting the Cooperative's facilities to the Customer's facilities.

32. Nonstandard Service:

The Customer shall pay the cost of any special installation necessary to meet his particular requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practice.

33. Services in Connected Loads in Excess of 50 kVa:

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

34. Motors:

The Cooperative reserves the right to refuse or discontinue the supply of service to single phase motors of individual rating in excess of 5 HP and to polyphase installations aggregating less than 5 HP, if it is anticipated that the Cooperative's facilities may not be adequate to supply the service and that use of such motor or motors may interfere with the quality of service rendered to other Customers.

35. Alternating - Current Arc Welders:

The Cooperative reserves the right to refuse the supply of service to any a.c. arc welders which cause interference or disturb the quality of service to other Customers. The use of a.c. arc welders in conjunction with a residential service or under residential service rates will generally be restricted to limited-input welders up to 180 amperes maximum welding current rating, and will be permitted upon the specific approval by the Cooperative. Three phase service to commercial shop arc welders will be provided by special contract assuring that all Cooperative-owned three phase equipment required specifically as a result of the welder installation will be suitably amortized.

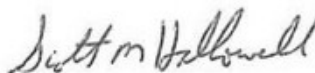
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36. Energy Generation:

Any Customer with a source of emergency generation on the Customer's premises must provide a Cooperative approved double throw switch on the line side of the Customer's service entrance box. This switch must be so arranged that a single handle on the switch will disconnect the Cooperative's lines completely prior to the emergency plant being connected to any part of the Customer's wiring system. The box will be subject to being sealed by the Cooperative and subject to Cooperative inspection.

37. Permits and Rights-of-Way:

The Cooperative shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply energy until a reasonable time after such permits are granted. Customers applying for the construction of an extension will normally be required to secure in the name of the Cooperative all necessary and convenient rights-of-way and to pay the costs incident thereto. The Cooperative will assist the Customer obtaining such necessary rights-of-way.

The Customer will pay the costs associated with all licenses, permits and approvals required for the initial installation of services and extensions.

38. Customer's Premises:

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

39. Cooperative Maintenance:

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

40. Protective Apparatus:

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

The Customer may install, at the Customer's own expense, a reverse-phase relay of approved type on all alternating-current motors for passenger and freight elevators, hoists, and cranes, and reverse-power relay for parallel operation. (Note - section on emergency generation prohibits parallel operation.)

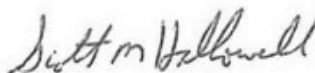
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41. Special Measurements:

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

42. Completion of Term:

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

43. Determination of Demand:

43.a By Estimate:

When determined by estimate, demands for billing purposes will be computed from the following percentages of connected load and will be applicable, at the option of the Cooperative, until or unless the monthly kilowatt-hour use indicates that the demand so estimated is not truly representative of actual conditions, in which case the demand will be determined in accordance with one of the methods described in the following paragraphs of this section.

Lighting	- Total connected wattage	@	75%
Neon Signs	- Total volt-ampere rating	@	100%
(if rating not available, then 16 watts per running foot of tubing) Transformer-type Welders, X-ray Apparatus and			
Similar Equipment	-Up to first 10 kVa	@	100%
	-Balance of Load	@	50%
Other Load		@	50%

For purpose of this determination, each horse-power of motor load and each kilovolt-ampere of rating in transformer-type welders, x-ray apparatus and similar equipment will be considered as one kilowatt.

Where the demand in the rate is in kilovolt-amperes, the demand of motor load determined as above will be adjusted for power factor.

43.b By Measurement:

The measured demand may be determined by use of either an indicating or recording instrument, showing, unless otherwise specifically provided, the greatest 15-minute rate-of-use of energy.

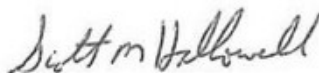
In cases where the demand is determined by measurement, the minimum billing demand shall be determined under terms of the applicable rate schedule.

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44. No Prejudice of Rights:

The failure by the Cooperative to enforce any of the terms of the rate schedule of these Terms and Conditions shall not be deemed a waiver of its right to do so.

45. Rate Options:

At the time an applicant requests service, the Cooperative will disclose (a) any non-recurring installation, application or registration fees charged by it for the type of service requested; and (b) if optional services are available, the charge for any optional service offered to the Customer; and (c) the recurring charge for the minimum or least cost class of service available to the applicant.

46. Assignment:

Subject to Terms and Conditions, all contracts for line extensions and electric service made by the Cooperative shall be binding upon, and oblige, and inure to the benefit of, the successors and assigns, heirs, executors, and administrators, of the parties thereto.

47. Payment Obligation:

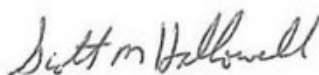
The supply of service for any purpose, at any location, is contingent upon payment of all charges provided for in the rate schedule as applicable to the location and the character of service. Bills for service are net and shall be due and payable within 25 days from the date of mailing. All Customers having bills not paid within twenty-five (25) days from the postmark date of the bill shall be subject to a late payment charge. The late payment charge shall be the maximum rate allowed under Chapter 870 of the Commission's Rules and Regulations as in effect on the effective date hereof or as amended from time to time hereafter.

48. Connect Fees:

Initial connect fees shall be \$5.00 for non-members. A fee of \$5.00 will be charged for each subsequent reconnection of the service when adequate written notice is given by the Customer. When an adequate notice is not given and when the Customer then wants the service connected by special trip the fee is \$15.00 for each resumption of service scheduled for normal business hours of 7:30 A.M. to 4:00 P.M. Monday through Friday. The special trip charge during other than normal business hours is the actual cost of labor transportation and overhead, but not less than \$35.00. There is no charge for disconnecting a service.

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49. Membership:

Membership in the Cooperative may be had upon approval of the new Customer's application for same by the Cooperative's Board of Directors and by paying a membership fee of \$5.00. The fee paid by a new consumer member for the first service connection to the Cooperative system will constitute both the initial connect fee and the membership fee.

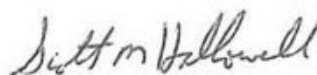
The membership fee is refundable upon withdrawal of membership after service has been disconnected and all bills owed to the Cooperative have been paid.

50. Service Transfer:

A service transfer from one member consumer to another member consumer will be considered a disconnect and a reconnect even if (though) the service (was) is not physically disconnected. Fees associated with transfers will be the same as though an actual connect and disconnect took place.

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TERMS AND CONDITIONS FOR LINE EXTENSIONS

The following sets forth the Company's requirements for (i) Single Phase and Polyphase Overhead Line Extensions, Single Phase and Polyphase Underground Line Extensions, and (iii) Privately-Owned Line Extensions, constructed in the Company's service territory. This section is subject to the terms of, and shall be governed by, Chapter 395 of the Maine Public Utilities Commission's Rules and Regulations and any matter not specifically addressed by the Chapter will be subject to the relevant provisions of these Terms and Conditions. Chapter 395 in its entirety is hereby incorporated into these Terms and Conditions by this reference.

51. Underground Primary Service:

Underground primary service may be provided in special heavy use or difficult construction situations by the Cooperative and will be provided upon request if the Customer will agree by special contract to pay the difference between overhead and underground construction.

52.a Supply Line Construction:

The Cooperative will construct, own and maintain overhead supply facilities located on the highway or on rights-of-way acquired by or on behalf of the Cooperative and used or usable as part of the Cooperative's general supply system.

52.b Obligation to Extend, to Enlarge or to Change:

1. With respect to single-phase line extensions, the Cooperative's obligation is limited as set forth in Item 52.c of this schedule and to such extent only on condition that no extraordinary costs of construction may be involved. Applications involving extensions requiring abnormal construction which would result in extraordinary costs may be considered as special cases to be handled as the circumstances warrant. Examples include going underground, crossing rivers and ponds, extending to an island, as well as the use of submarine cable.

2. With respect to polyphase line extensions, the Cooperative's obligation to extend its facilities to a new point of delivery, to enlarge its facilities for additional loads at existing points of delivery, or to change the characteristics of service at existing points of delivery, is limited to the assumption of new investment to the extent warranted by the revenue anticipated from the business to be supplied.

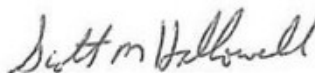
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3. The Cooperative may establish special requirements based on the circumstances and the cost of construction in individual cases.

4. The Cooperative is not obligated under the single-phase line extension policy to provide temporary service or to extend its lines to a non-permanent structure. Temporary service installation may be served from an existing line extension, subject to the cost reallocation requirements of Section 52.d(7), provided that the calculation of the share to be paid by the temporary service customer shall not include the subtraction of 300 feet in Section 52.d(7)(a)(iii).

52.c Standard Plan of Single-Phase Overhead Line Extensions:

This policy applies to any permanent Customer either residential, seasonal, general service, or commercial requiring an extension of single-phase overhead service.

1. The Cooperative will extend its single-phase overhead electric distribution lines on the public way, suitable common way or on private way a maximum distance of 300 feet per Customer plus the normal service drop with no contribution in aid of construction. The Customer will be required to provide a cleared right-of-way for extensions.

2. Single-phase extensions along the public way (or on suitable common way) in excess of 300 feet per Customer will require that prior to the start of line construction each Customer pays an advance in aid of construction equal to the average cost per foot of line in excess of 300 feet per Customer based on each Customer's proportionate share of common line and each Customer's share of dedicated line.

3. Single-phase extensions along a private way in excess of 300 feet per Customer will require that prior to the start of line construction each Customer pays an advance in aid of construction equal to the average cost per foot of line in excess of 300 feet per Customer based on each Customer's proportionate share of common line and each Customer's share of dedicated line.

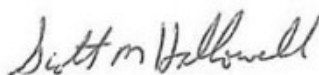
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4. Although the Cooperative would much prefer to own all electric lines, the Customer may own line extensions located upon either private property or suitable common way, provided that all necessary easements and permits are obtained and all facilities are constructed with RUS approved materials to EMEC's specifications. In such instances, the Customer shall be responsible for line and right-of-way maintenance. The Cooperative shall own the line extension if more than one Customer receives service from the line extension and the Customer shall have a written contract with the Cooperative detailing such. The Customer may not own line extensions located within the limits of Federal, State or Town roadways i.e. public ways unless the Customer complies with and obtains all necessary permits from the licensing authority, as private ownership of such lines might infringe upon the rights of others from using said public ways for similar purposes. In such instances, the Customer shall be responsible for line and right-of-way maintenance. The Cooperative shall own the line extension if more than one Customer receives service from the line extension and the Customer shall have a written contract with the Cooperative detailing such.

52.d General Provisions for Single-Phase Line Extensions:

1. Qualifications

To qualify for a single-phase line extension, an installation must be permanent as to structure, location and intended use of service.

Installation of mobile homes may be considered for service provided: 1) they are installed permanently on the owner's property; 2) they have water and sewerage connections; and 3) the owners of the mobile homes signify their intention of making indefinite use of the service. If not fulfilling all of these conditions, mobile home services must be specially handled. In any event, final determination of qualification of an installation for an extension under the policy shall rest with the Cooperative.

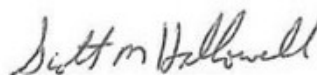
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2. Determination of Customers:

The number of Customers will be the number of distinct residential, seasonal residential and commercial premises to be serviced. A single-metered multiple occupancy account will count as the number of Customers on the multiple. Separate buildings on a piece of property or in a set of premises will each count as separate Customers if they are both separately metered and occupied, either as a residence, a seasonal residence or bona fide general service or commercial establishment. Separate service to isolated farm buildings, private garages, or other such unoccupied buildings associated with a residence on a set of premises will not count as separate Customers even if separately metered.

3. Determination of Distance:

Except where longer routes are chosen by the Cooperative for its advantage in future load growth or distribution betterment, all distances shall be determined from the route of actual line. Such distances shall be taken to the nearest foot, and shall include measurements to the last Cooperative owned pole serving the Customer. If underground, this distance shall be to the last cooperative owned pole of the equivalent overhead system used to determine excess costs. This would not include the service drop, meter pole or private underground to the building.

4. Choice of Route – Public vs. Private Right-of-Way:

As a general rule, extensions are to be built along public ways in preference to private property routes, even though the latter may be shorter, in order to provide future extensions and additional Customers as well as more convenient and economical maintenance and service.

5. Choice of Feed - Between Two Acceptable Sources:

Where premises to be served lie between two adequate and perfectly acceptable sources of feed, Customer requirements shall be based on the shorter of the two distances regardless of the route selected by the Cooperative for actual construction of the line. Approval must be obtained from the Cooperative for construction along the longer route.

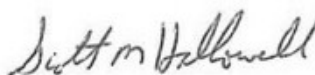
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6. Joint Use of Line with a Telephone Company:

Single-phase extensions may be built for joint use by the Cooperative and a telephone company. One company will solely own the new poles. The telephone company may already own existing poles along the extension. For extensions in excess of 300 feet per Customer, the advance in aid of construction will be determined as follows:

a) New Poles Owned by the Cooperative:

Each Customer pays prior to the start of line construction an advance in aid of construction equal to the average cost per foot of line in excess of 300 feet per Customer based on each Customer's proportionate share of common line and each Customer's share of dedicated line.

b) New Poles or Existing Poles Owned by the Telephone Company:

Each Customer pays prior to the start of line construction an advance in aid of construction equal to the actual cost of construction in excess of 300 feet per Customer based on each Customer's proportionate share of common line and each Customer's share of dedicated line. Actual costs will include right-of-way clearing as well as the cost of electric facilities plus costs payable by the Cooperative to the telephone company to accommodate construction. No pole rental charges or credits shall be passed on to the Customer.

7. Additional Customers on an Existing Line Extension:

When an additional Customer connects to a line extension within 20 years after the extension first provided service to a Customer, the costs of the line extension shall be reallocated among all Customers.

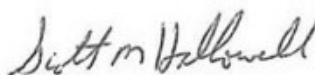
Allocation Method. Each Customer's responsibility for line extension costs will be determined by multiplying the following two factors:

- a) Customer Share. The Customer's share of the length of the line extension shall be equal to:
- i. the length of the line extension that serves that Customer exclusively; plus
 - ii. for each segment of the line extension that serves two or more Customers, the length of that segment divided by the number of Customers served by the segment; less
 - iii. 300 feet.

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b. Cost. The current total cost of the line extension, which shall be equal to:

(i) The cost of the original construction.

8. Residential and Seasonal Residential Development

a. General

A person who causes the construction of a privately-constructed line extension that serves a development may own the line extension until the line extension delivers power to any structure. The Cooperative shall own a line extension that was constructed to serve a development if the line extension delivers power to any structures in the development.

Residential and seasonal residential development extensions will require prior to the start of line construction an advance in aid of construction from the Developer based on the average cost per foot of line including right-of-way clearing, minus 300 feet per Customer for any initial Customers taking service. (The developer is required to either provide or reimburse the Cooperative for all right-of-way clearing required within the proposed development).

b. Refund of Advances

Refunds of the advances will be made annually on the anniversary of the date of the Developer's payment of the advance in aid of construction, based upon 300 feet for each new Customer taking service from the line with only a service drop and transformer during the previous year until either the total advance has been refunded or twenty years has elapsed. No refunds will be made after twenty years from the date of the Developer's payment of the advance in aid of construction.

Customers taking service requiring a one-pole extension from the Developer's line will not serve to reduce the Developer's advance in aid of construction. (If underground, the distance will be to the last cooperative owned pole of the equivalent overhead system.) Customers requiring extensions of more than 300 feet per Customer from the Developer's line will be subject to the individual line extension requirements and will not serve to reduce the Developer's advance.

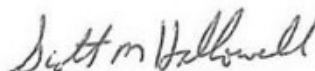
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If on any anniversary date during the twenty year period, the average length of line per Customer in the development drops to 300 feet or less, the Developer's advance will be refunded.

9. Conflicts with Prior Terms and Conditions:

In the event of conflicts with prior Terms and Conditions, the Cooperative's intent is that Customers will receive the same benefits from Customers added after the effective date of the new policy as the Customer would have received had the policy not been changed. In addition, a prospective Customer being added to an existing line will share cost on terms no less favorable than provided for by the amended policy. Any resulting revenue or cost shortfall created by the application of the above stated intent will be borne by the Cooperative; not by Customers caught in the transition.

52.e Polyphase Overhead Line Extensions:

The requirements for extension of polyphase overhead lines are further defined as follows:

- I. New Service Not Calling for Special Requirements
- II. New Service Calling for Special Requirements
- III. Disqualifying Situations and Special Requirements.

I. New Service Not Calling for Special Requirements

The Cooperative will furnish service for any new or added polyphase load without imposing any special requirements where all of the following situations are found to exist:

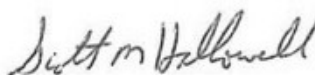
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A. The Anticipated Annual Revenue from the business to be supplied is estimated to at least equal the Cooperative's new investment to be devoted exclusively to serving the prospective Customer.

a. The Anticipated Annual Revenue is the Base Delivery Revenue which would exclude revenue or billings from items that would include energy charges (Standard Offer Service or from other providers), charges from the Transmission Adjustment Clause and Energy Conservation tariffs, and any other non-base delivery charges.

B. It will not be necessary to make any premature investment in new or reconstructed facilities other than in those facilities that will be devoted exclusively to serving the prospective Customer.

C. The non-salvable investment by the Cooperative for the prospective Customer will not be unusually large as compared to the rest of the investment.

D. The prospective Customer has a satisfactory credit rating.

E. The proposed service is neither strictly temporary nor of uncertain permanency but is expected to be permanent.

II. New Service Calling for Special Requirements:

If, in the case of an application for new or added service, one or more of situations listed above are found not to exist, then the prospective Customer will be subject to certain special requirements in order to qualify for service.

The special requirements may apply separately or in combination depending upon the number of disqualifying situations that are found. While many situations definitely call for application of one or another of the special requirements, other situations are not as well defined and consequently need careful consideration and exercise of good judgment in the determination of the special requirements to be applied. Many factors, such as the nature of the Customer's operations, the expected use of service, the Anticipated Annual Revenue and the amount of investment by the Cooperative in the necessary facilities, influence the decision as to the special requirements that are applicable to each are set forth in the succeeding paragraphs of this Bulletin.

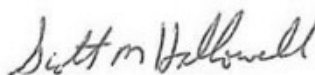
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III. Disqualifying Situations and Special Requirements:

A. Insufficient Revenue

If the Anticipated Annual Revenue is found to be too small in relation to the necessary investment in new facilities, the Cooperative may select one of the following ways by which the prospective Customer may best meet the revenue requirements:

1. Signing of an open-term contract to guarantee each year for electric service an Anticipated Annual Revenue amount equal to the Cooperative's necessary investment in new facilities. An open-term contract is one that shall be effective for a minimum of five years and for such further period as the Customer may take service, except that the contract shall be deemed canceled whenever the actual annual revenue, as calculated in the same manner as the Anticipated Annual Revenue received by the Cooperative from the Customer in each of the three consecutive contract years after the second anniversary of the contract under the applicable rate is equal to or greater than the annual revenue guarantee. This option is only available where it is anticipated that the Customer's actual revenue will grow to meet the required guarantee.
2. Making sufficient contribution of cash so that the Cooperative's net investment in new facilities devoted exclusively to serving the Customer is not greater than the Anticipated Annual Revenue.

In cases of this kind, the Customer will be required to sign a contract by which he will guarantee both:

-to pay annually an amount calculated in the same manner as the Anticipated Annual Revenue equal to the Cooperative's net investment; and

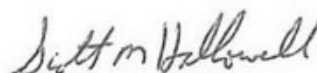
-to pay annually in equal monthly installments, for at least five years and for such further term as he takes service, an amount, in addition to and independent of all other charges and for which no kilowatt-hour use shall be included, equivalent to eleven percent (11%) of the amount of the cash contribution.

Customers' contracts may be adjusted upon any anniversary that the revenue calculated in the same manner as the Anticipated Annual Revenue has been and may be reasonably expected to be greater than that required to support the Cooperative's net investment in the extension which is devoted exclusively to serving those Customers.

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Whenever additional Customers take electric service from a polyphase extension, the Cooperative will make equitable adjustment of the contribution and revenue guarantees of the original Customers under provisions of their contracts, such adjustment to depend upon the prevailing circumstances and to be in accordance with the extension requirements then applicable.

B. Premature Investment

In case of premature investment, the Cooperative may require a non-refundable contribution from the prospective Customer in sufficient amount to cover the extra expense to the Cooperative of the premature investment.

C. High Proportion of Nonsalvable Investment

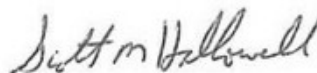
If the amount or proportion of the necessary nonsalvable investment by the Cooperative is considered to be too large in comparison with the rest of the investment, then the Cooperative may require a written guarantee of revenue and charges or a non-refundable contribution or a combination of both.

D. Unsatisfactory Credit Rating

If there is questionable credit, the Cooperative may require a deposit as guarantee or payment of anticipated bills for an extended period, or, as an alternative, the Cooperative may require a returnable contribution and sufficient deposit to guarantee payment of current bills.

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TERMS AND CONDITIONS FOR FURNISHING RECORDS

53. Charge for Furnishing Billing, Payment and Usage Records

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

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

B. The following information pertaining to the previous thirteen (13) billing periods will be provided:

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

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

Interval data for the previous twelve (12) months, when available, will be provided at no charge to customers. The charge for providing this information to third parties, including Competitive Electricity Providers, will be \$15.00 per account.

C. For records concerning periods more than 13 months before the date of the request, there will be a charge of \$15.00 for each twelve month period or \$1.25 for each individual month period.

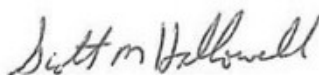
D. The charge for providing aggregated information for groups of customers, for providing information in a nonstandard format specified by the requester, or for providing data not listed in Section B above will be \$15.00 per hour, based on the amount of time necessary to fulfill the request.

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

F. Information furnished under the terms of this Term & Condition shall be provided within a reasonable period of time. The Company may, at its sole discretion, require advance payment of applicable charges for furnishing information under this section.

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TERMS AND CONDITIONS FOR INTERACTIONS WITH ELECTRICITY PROVIDERS

54. Customer Initiated Transfer of Service to Standard Offer

When the Company terminates service from a Competitive Electricity Provider at the request of a Customer and the Customer then obtains service from the Standard Offer, no fee will be charged to the customer for processing the transaction: If the Customer wants to terminate service from a Competitive Electricity Provider on a date other than the regular meter reading date, off-cycle termination fees will be charged in accordance with Term & Condition number 55.

55. Electricity Providers

A. General

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

B. Billing Services – Standard Bill Format and Rate Structure

The charge for providing consolidated utility billing services will be \$0.467 per bill.

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

C. Off-Cycle Terminations

The charge for terminating electricity supply to a customer on a date other than the regular meter reading date will be \$5.00 if usage is prorated between the terminating provider and the new provider.

If an actual meter reading is required by the provider terminating service the charge will be \$42.00. If the Customer has AMR, the charge will be \$5.00.

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

D. Customer History Data

The Company will provide customer usage history records to competitive electricity providers in accordance with Term & Condition X.

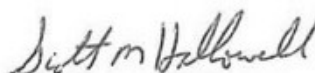
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E. Nonstandard Bill Format or Rate Structure

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

F. Information Disclosure for Standard Offer Customers

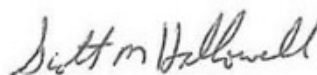
The Company will distribute disclosure labels to Standard Offer customers as required by Chapter 306, Section 2(E)(4) of the Maine Public Utilities Commission rules. The Company will require Standard Offer Providers to produce and deliver the disclosure labels to the Company's specifications. The Company will charge the Standard Offer Provider the costs to distribute the labels to the customers.

The charge for distributing the label will be \$0.055 per label.

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TERMS AND CONDITIONS FOR LOW INCOME ASSISTANCE PROGRAM

56. Low Income Assistance Program

I. General Program Description

a. Eastern Maine Electric Cooperative offers a Low-Income Assistance Program (LIAP) for qualifying low-income consumers. The purpose of this program is to provide financial assistance to low income, residential consumers in paying their electric bill. The program is in conjunction with the statewide low-income assistance program as mandated in Chapter 314 of the Maine Public Utilities Commission's Rules.

b. The cost to the company is set by order of the Maine Public Utilities Commission.

c. Maine State Housing Authority (MSHA), operating through the Community Action Agencies (CAA) or other designated entities, shall administer the LIAP. MSHA/CAA shall determine consumer eligibility to participate in the LIAP and the income level in relation to the federal poverty level and inform EMEC of such. EMEC shall also receive documentation (a properly filled out letter from Maine Department of Health and Human Services (DHHS) to the consumer) from consumers who meet DHHS eligibility to participate in the LIAP as stated in Chapter 314 of the Maine Public Utilities Commission's Rules and Regulations.

d. The annual minimum benefit amount that eligible participants may receive is five (\$5) dollars.

II. Program Availability

The program is available to consumers taking residential service on a continuing year-round basis who meet the following two eligibility criteria:

- a. The consumer or member of the consumer's household must meet the eligibility as detailed in Chapter 314 of the Maine Public Utilities Commission's Rules.; and
- b. The consumer is not receiving a housing subsidy that limits the household's total housing cost, including utilities, to a fixed percentage of the household's income with the exception of customers who qualify for participation in EMEC's Oxygen Pump and Ventilator Program. These customers are eligible to participate in both the LIAP, as well as the Oxygen Pump and Ventilator Programs.

III. Program Participation Requirements

A participant must agree and abide by the following conditions in order to receive a benefit under the Program:

- a. Take service from the Company under Rate R.
- b. Be eligible for, qualify for, and receive LIHEAP benefits during the Program year or be eligible in accordance with Chapter 314 of the Maine Public Utilities Commission's Rules..
- c. Allow the Company and CAP agencies to mutually share pertinent information about the consumer.

TERMS AND CONDITIONS FOR LOW INCOME ASSISTANCE PROGRAM

IV. Program Benefit

Starting on October 1, 2018, the LIAP benefit amounts shall be calculated based on the default allocation model described in Chapter 314 of the Commission's Rules.

The first benefit amount will be applied as a credit on the consumer's bill in the following month after receiving notification of eligibility from the CAA or properly filled out DHHS letter from the eligible consumer. The second benefit, if any exist, will be applied annually as a credit on the consumer's July, August, or September bill, conditioned upon the consumer having an active electric account at the time of applying the second benefit. The second benefit should be applied after all first benefits have been applied.

V. Program Administration

The Program is designed to provide a total annual benefit amount as determined by the MPUC in Chapter 314 of its Rules and Regulations.

VI. Oxygen Pump and Ventilator Program

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

TERMS AND CONDITIONS FOR ARREARAGE MANAGEMENT PROGRAM

57. Arrearage Management Program

I. General Program Description

a. Beginning October 1, 2015, Eastern Maine Electric Cooperative (EMEC) will offer an Arrearage Management Program (AMP) as mandated in Chapter 317 of the Maine Public Utilities Commission's Rules and Regulations;

b. Eastern Maine Electric Cooperative (EMEC) will discontinue the Arrearage Management Program (AMP), effective August 1, 2018. There will be no new customers enrolled in the AMP after August 1, 2018. Any customer that is enrolled prior to August 1, 2018 and is actively participating in the AMP will be allowed to continue to participate until they either complete the 12-month program or default from the program.

II. Requirements of Eligibility

Any Eligible Customer for the AMP shall meet the following criteria to be considered a Program Participant:

- i. The Residential Customer must be eligible to receive a LIHEAP benefit;
- ii. The Residential Customer must have an Arrearage Amount equal to or greater than \$500 that is at least 90 days in arrears;
- iii. The account in arrears must be a residential electric account that is or will be individually metered and taking service on a continuing year-round basis;
- iv. A Residential Customer is not eligible for an AMP if the customer has previously participated in an AMP, voluntarily withdrawn from an AMP, is in Default under an AMP, or refused to participate in an AMP.

III. Enrollment Process

- a. The Eligible Customer must affirmatively enroll in an AMP through either a Community Action Program (CAP) agency or EMEC and may not be enrolled without authorization;
- b. An Eligible Customer may enroll year round;
- c. The Eligible Customer must be LIHEAP certified to be enrolled into an AMP;

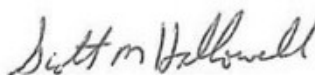
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- d. This process is completed using the Standard Intake Form;
- e. EMEC will coordinate with the CAP agency to ensure LIHEAP eligibility;
- f. EMEC, shall, on a timely basis, email the Standard Intake Form for each Program Participant to EMT.

IV. Applications for Service

- a. Allows residential applicants for service who qualify for the AMP at the time they apply for service to apply to participate in the AMP prior to the actual provision of service;
- b. If the Applicant is approved to participate in the AMP, EMEC may require the applicant to pay any applicable deposit and reconnection fees and may require the applicant to pay up to 10% of the applicant's arrearage amount or \$500, whichever amount is less, as a prerequisite for receiving service and participating in the AMP.

V. Terms for Program Participants

- a. Once the Eligible Customer is enrolled in an AMP, the Program Participant is entitled to twelve months of participation in that AMP, barring Default;
- b. Each Program Participant is entitled up to a maximum of two Defaults;
- c. Once the maximum number of Defaults is exceeded, the Program Participant is no longer eligible to participate in the AMP, even if the Defaults are cured;
- d. Once in the AMP, the Program Participant will be eligible for Forgiveness of up to 100% of their Arrearage Amount at the time of their enrollment;
- e. Forgiveness will be applied to the Arrearage Amount in monthly amounts equal to one-twelfth of the Program Participant's Arrearage Amount at the time of enrollment;
- f. Each time the Program Participant pays their current amount due by the due date, Forgiveness will be applied as such: up to a maximum of \$100 a month or \$1,200 during the twelve month program year;
- g. Each Program Participant will receive the monthly Forgiveness unless the Program Participant Defaults, the twelve monthly Forgiveness applications have been made, or the Arrearage Amount has been fully Forgiven;

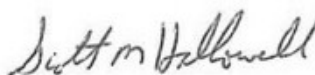
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- h. If the Arrearage Amount for the Program Participant exceeds the \$1,200 maximum program year limit and who successfully complete a full year of the AMP may reapply to continue participating in the AMP until the earlier of when the program terminates or the Program Participant's full Arrearage Amount is forgiven;
- i. Upon enrollment, the first month of the twelve month program period is the current billing period;
- j. If the Eligible Customer is on a payment arrangement, upon enrollment, the payment arrangement will be discontinued and the Program Participant will instead be required to pay the current monthly bill;
- k. Program Participants may enter into a Special Payment Arrangement (SPA) and continue to participate in the AMP;
- l. The monthly amount due for the Program Participant under the terms of the AMP, both during the winter and summer periods, will be the amount due pursuant to the terms of the SPA;
- m. As a condition of enrollment and ongoing eligibility, a Program Participant shall agree to accept energy management measures and programs offered at no cost by EMEC, the EMT, the MSHA, or other federally or state-funded programs and complete the Usage Assessment for the Program Participant's dwelling or rental unit, to the extent such acceptance is within the Program Participant's control.

VI. Default and Reinstatement

- a. A Program Participant who does not make a required monthly payment by the due date printed on the current bill, will be deemed in Default and removed from the program;
- b. A Program Participant who is in Default will not receive further Forgiveness unless reinstated;
- c. Once in Default, a Program Participant is subject to collection activities or disconnection pursuant to Chapter 815 of the Maine Public Utilities Commission's Rules and Regulations;
- d. To be reinstated, the Program Participant must pay in full, the missed monthly payments including all late-payment fees;
- e. In the event a Program Participant misses consecutive monthly payments, each monthly payment missed represents a separate and discreet "Default".

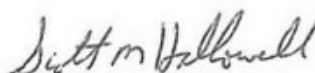
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VII. Notice to Eligible Customers and Customer Billing

- a. On an ongoing basis throughout the duration of the AMP, EMEC will notify each Residential Customer who reaches the \$500 and 90 day arrearage criteria of the availability of the AMP, the eligibility requirements, and the enrollment process;
- b. Notice will be provided within two billing cycles from when the customer reaches the arrearage criteria;
- c. EMEC will notify each Applicant for service if they do meet the arrearage criteria at the time they submit their completed application for service;
- d. Each Program Participant's monthly bill will contain viable information related to the AMP such as:
 - i. The Arrearage Amount will be separate of the current amount due;
 - ii. The Forgiveness applied to the account as a result of the previous month's current due paid by the due date;
 - iii. The remaining Arrearage Amount will appear as the past due balance.

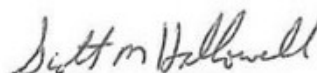
VIII. Cost Recovery

- a. EMEC shall seek cost recovery of the AMP costs through a specific AMP tariff filing.

Docket No. 2018-00334
Effective Date: February 19, 2019

Proposed Effective Date: January 1, 2019
Effective ~~DATE~~ **EFFECTIVE 4/1/19**

Docket No. **DOCKET NO 2019-00063**



Scott M. Hallowell, CEO