

## Master Electricity Service Agreement

This Master Electricity Service Agreement ("Agreement") is made by and between Electricity Maine, LLC (the "Seller") and the customer named on the last page of this Agreement ("Customer"). Customer and Seller are also referred to herein individually as a "Party" and collectively as the "Parties". This Agreement, any written supplements, any attached or hereafter incorporated Sales Confirmation, all Exhibits and Schedules shall together form a single integrated agreement between Seller and Customer. This Agreement shall be effective as of the Effective Date set forth on the last page hereof and shall automatically incorporate each Sales Confirmation entered into by the Parties that references this Agreement (each a "Sales Confirmation"). Customer acknowledges and agrees that (a) it is legally authorized to select or change energy providers for the Accounts listed in each applicable Sales Confirmation (each an, "Account"), (b) it is the legal owner or authorized decision maker for the purchase of electricity for such Accounts, (c) it is entering into this Agreement for its own account based upon its own judgment and not in reliance upon any information, advice or counsel which may or may not have been provided by Seller, and (d) it has read, understands and accepts the terms, conditions, and risks of this Agreement. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1 **Term.** With respect to each Account, Seller's obligation to supply electricity shall commence as set forth in a Sales Confirmation. If the commencement of a supply of electricity, as set forth in a Sales Confirmation and defined therein, requires a special meter read date, Customer shall be responsible for any fees related thereto. This Agreement shall remain in effect until terminated by either Party upon thirty (30) days' prior written notice; provided, however, that any such termination shall not affect or excuse the performance by either Party with respect to any Sales Confirmation then in effect or any provision of this Agreement that by its terms survives any such termination. With respect to any periods in which Seller is supplying electricity to an Account after the Supply Months, this Agreement with respect to such Account may be terminated if: a) either Party provides the other Party with at least thirty (30) calendar days written notice, or b) such Account has been switched to a new energy provider or Seller otherwise has no obligations to supply such Account (all such periods after the Supply Months being an "Account Continuation Period"). Customer hereby appoints Seller to act, for all purposes, as its sole supplier of electricity for each Account during the applicable Supply Months for such Account, and other than those duties specifically set forth in this Agreement, this appointment does not impose any other duties on Seller. Customer shall assist Seller in taking all actions necessary to effectuate the supply of electricity to Customer. Customer represents that to the best of Customer's knowledge, information with respect to each Account is true and accurate as of the date furnished to Seller. From time to time, the Parties may execute and enter into one or more Sales Confirmations agreeing on pricing and other particular terms with respect to the sale of electricity for the covered Accounts. To the extent that any provision in a Sales Confirmation conflicts with a provision of this Agreement, the provision of the Sales Confirmation shall control with respect to the covered Accounts. Sales Confirmations may not be entered into verbally.

2 **Delivery.** Seller shall cause the delivery of electricity to the applicable local distribution company for each Account (the "Delivery Point") whereupon each applicable local distribution company shall be responsible for the receipt of electricity and the delivery of electricity to the applicable meter for each Account. With respect to all electricity at and after the Delivery Point, Customer shall be deemed to be in possession and control of, have title to, be responsible for and bear risk of loss of such electricity. Customer shall pay all ad valorem, property, occupation, utility, gross receipts, sales, use, excise and other taxes, governmental charges, emission allowance costs, licenses, permits and assessments imposed with respect to the sale of electricity ("Taxes") which are incurred at and after the Delivery Point(s) and which shall appear as applicable, unless otherwise required by law, as a separate item on the invoice to Customer. It is Customer's responsibility to notify Seller in writing, and provide proper evidence of the same, if Customer is a tax-exempt entity. Customer agrees to indemnify Seller for any Taxes paid by Seller for which Customer is responsible for hereunder. Customer acknowledges that Seller does not own or control any of the transmission or distribution facilities used to deliver electricity and accordingly releases Seller from any liability for any damages associated with any failure in the delivery to any Account by any applicable local distribution company.

3 **Purchase and Sale; Alternate Proposal.** Seller shall sell and Customer shall purchase and receive electricity to meet Customer's full electricity requirements with respect to each Account from Seller. With respect to each Account during the Supply Months, Customer shall pay Seller the Energy Charge and those other amounts, fees and charges set forth on the Sales Confirmation and defined therein. During any Account Continuation Period, the Energy Charge shall be equal to (a) a per kWh price, determined by Seller which is likely to change each month as set forth on the relevant monthly invoice for such Account Continuation Period, *multiplied by* (b) the Actual Consumption for such Account during such Account Continuation Period. "Actual Consumption" means the electricity measured or reported by the relevant local distribution company or estimated in good faith by Seller for any Account in kWh for a month. At any time during the term of this Agreement, Customer may request an alternative pricing, Supply Months and/or product proposal in lieu of any transaction contemplated by a Sales Confirmation then in effect. Such proposal shall include any and all terms and conditions necessary to implement the proposal. Notwithstanding the foregoing, no proposal provided pursuant to this section shall be binding on either of the Parties unless mutually agreed to in writing by each Party.

4 **Change in Law.** If, after the date of a Sales Confirmation, the activities hereunder become subject to any law, regulation, judgment, interpretation or market design, issued, implemented or enacted after the Effective Date (a "Change in Law") and the same causes Seller to incur new or modified fees and costs, then to the extent incurred by Seller, any such incremental fees, costs, or other charges may be billed to Customer as an authorized charge or adjustment to each Contract Price affected thereby. If a Change in Law relating to any or all Accounts occurs that renders Seller's performance unenforceable or illegal, then upon notice of such event being delivered by Seller, Seller shall have the right to terminate upon sixty (60) days notice each relevant Account without consent of the Customer. Customer shall continue to be responsible for paying Seller for any amounts related to deliveries made before such termination whether or not such amount has been invoiced to Customer by Seller. In the event that Seller determines that any index price or other component necessary for a Contract Price is not available or there is a change in the formula for or the method of determining such index, then Seller may either adjust the Contract Price for each affected period or use another index.

5 **Billing and Payment.** With respect to all electricity supplied hereunder, Seller shall cause Customer to be billed approximately on a monthly basis and Customer shall make payment within 20 days of the invoice date unless otherwise set forth in Sales Confirmation. Seller may use estimated data for billing purposes hereunder, provided that such estimates shall be subject to future reconciliation upon receipt of final data regarding the actual quantity of electricity consumed for the Supply Months. A fee of \$50.00 shall be assessed for each payment transaction that is unable to be processed due to insufficient funds or that is denied. If Customer fails to remit all invoiced amounts on or before the due date, interest shall accrue from the date the monies were owed at a rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less ("Interest Rate"). Seller shall be permitted to adjust any invoice as necessary due to a "re-bill", "cancel" or "true-up" situation or any situation similar thereto, within twelve (12) months of the date such invoice or adjustment to such invoice was rendered and any such adjusted amounts shall be due within twenty (20) days after such adjustment. In the event Customer in good faith disputes any amount of an invoice, Customer shall remit all undisputed amounts by the due date. Customer shall provide a written description of the dispute, together with documentation supporting its claim, to Seller before the due date. If such amounts are ultimately resolved in Seller's favor, Customer shall pay the resolved amount within five (5) business days of such resolution and shall include interest at the Interest Rate calculated as of the due date specified in the original invoice. Customer's right to dispute an invoice will be deemed waived unless written notice of such dispute is made within twelve (12) months after the date of invoice. The Parties agree that each Party may discharge mutual debts and payment obligations due and owing through netting, in which case all amounts owed by each Party to the other Party, including any interest, payment or credits, shall be netted so that only the excess amount remaining due to one Party shall be paid by the other Party. Customer releases Seller from all liabilities associated with the payments by Seller to any broker, consultant, agent or other third party used by Customer and Customer acknowledges that the Contract Price may have been increased by all or less than all of the amounts paid to such broker, consultant, agent or other third party.

6 **Performance Assurance.** Seller's obligation to supply electricity hereunder is contingent upon Seller's continued review and approval of Customer's creditworthiness. In addition to any rights Seller may have at law, if Seller shall (a) require at the time of execution of a Sales Confirmation or (b) become reasonably concerned about Customer's creditworthiness or ability to perform its obligations hereunder, then Seller may require that Customer provide performance assurances in an amount and form acceptable to Seller ("Performance Assurance") which shall be provided to Seller by Customer within five (5) business days after written demand therefor. Customer hereby waives any rights to request adequate assurances from Seller under applicable law, including but not limited to Section 2-609 of the Uniform Commercial Code. If Customer was required to provide any form of Performance Assurance as a condition precedent to entering into a Sales Confirmation, then such amount shall be provided by Customer in the form mutually agreed upon by the parties. Unless otherwise prohibited by law, Seller shall be entitled to (a) commingle any Performance Assurance with other funds of Seller, (b) use such Performance Assurance to satisfy any past due amounts owing by Customer and (c) retain such Performance Assurance until all amounts owed to Seller by Customer hereunder are fully and finally paid.

7 **Notices.** All notices to be given hereunder shall be given in writing and deemed properly delivered if sent to a Party at its address specified in "Contact Information" as set forth at the bottom of this Agreement: (a) in person, (b) by facsimile, (c) by United States certified mail with first class postage prepaid, (d) by private, prepaid courier, or (e) by any other mutually acceptable means. Notices delivered in person, by facsimile or courier shall be deemed to have been received by the close of the business day on which it was delivered (unless transmitted or hand-delivered after 5:00 p.m. local time in the place of delivery, in which case, it shall be deemed received on the next business day). Notices delivered by mail shall be deemed to have been received two (2) business days after the day such notice was sent. A Party may change its Contact Information by providing written notice to the other Party, or to such other address as a Party shall from time to time designate.

8 **Force Majeure.** Other than payment obligations, neither Party shall be liable to the other for the failure to perform its obligations under this Agreement to the extent and only to the extent caused by events or occurrences out of the reasonable control of such Party ("Force Majeure Event(s)"), which shall include, but are not limited to, acts of God, acts of terrorism, acts of any governmental or quasi-governmental authority, accidents, inability to access the local transmission and distribution utility system, non-performance by the local distribution company, changes in laws, rules, or regulations of any governmental or quasi-governmental authority or any other cause beyond such Party's reasonable control. Nothing herein shall require a Party to make a capital expenditure to cure a Force Majeure Event. Notwithstanding the foregoing, Force Majeure Events shall not include any inability to perform for financial reasons or any change in Customer's requirements for any applicable electricity. If a Force Majeure Event continues for thirty (30) consecutive days, Seller may terminate those Accounts affected by such Force Majeure Event by providing written notice to Customer.

9 **Event of Default; Remedies.** An **"Event of Default"** means, with respect to a Party alleged to have taken or been affected by any of the actions set forth below in this section (the **"Defaulting Party"**): (a) the failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) business days after written notice of such failure is given to the Defaulting Party by the other Party (**"Non-Defaulting Party"**), unless such failure to pay is due to a Force Majeure Event; (b) any representation or warranty made by the Defaulting Party in this Agreement proves to have been false or misleading in any material respect when made; (c) the failure by the Defaulting Party to perform any covenant set forth in this Agreement and such failure is not excused by the other Party in writing or by Force Majeure or cured within five (5) business days after written notice thereof to the Defaulting Party; (d) the failure of a Party to provide Performance Assurance in accordance with Section 6; (e) failure of Customer to utilize Seller as its sole supplier of electricity for the Accounts specified in an applicable Sales Confirmation, unless agreed to by both parties in writing; or (f) the Defaulting Party makes an assignment or any general arrangement for the benefit of creditors or otherwise becomes bankrupt or insolvent. If an Event of Default has occurred then the Non-Defaulting Party may pursue all rights available to such Party at law as well as set a date of termination for this Agreement and all applicable Sales Confirmations, that shall not be earlier than fifteen (15) days after such Event of Default (such date being the **"Termination Date"**). Upon such termination, the Non-Defaulting Party may as of the Termination Date calculate in a commercially reasonable manner a **"Settlement Amount"** equal to its total Losses and Costs, if any, resulting from termination of this Agreement. **"Costs"** shall mean brokerage fees, reasonable attorneys' fees, commissions and other similar third-party transaction expenses incurred in terminating, liquidating or entering into new arrangements which replace any obligations assumed by the Non-Defaulting Party due to the termination of this Agreement. **"Losses"** shall mean an amount equal to the present value of the economic loss to the Non-Defaulting Party, exclusive of Costs, resulting from termination of this Agreement. The Settlement Amount will be due within five (5) business days after written notice is provided. For the avoidance of doubt, if an Event of Default occurs with respect to Customer, to the extent permitted by law, Customer waives any right it may have regarding any prior notification before Seller may transfer Customer to the applicable provider of last resort or other designated default service in Customer's area. If a dispute or action for collection arises from this Agreement, the prevailing Party shall be paid the costs it incurred in such action, including its attorney and other legal fees and expenses incurred in connection therewith.

10 **Damage Limitations.** EXCEPT WHEN A REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, EACH PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED AND NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS, BY STATUTE, IN TORT OR CONTRACT. THE MAXIMUM LIABILITY OF SELLER FOR ANY OBLIGATIONS UNDER OR RELATING TO EACH ACCOUNT SHALL BE LIMITED TO A MAXIMUM AMOUNT EQUAL TO THE CONTRACT PRICE MULTIPLIED BY THREE (3) TIMES THE AVERAGE MONTHLY USAGE FOR SUCH ACCOUNT FOR EACH YEAR IN WHICH THE CONTRACT REMAINS IN EFFECT UP TO A MAXIMUM OF TWELVE (12) TIMES THE AVERAGE MONTHLY USAGE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

11 **Disclaimer of Warranties.** CUSTOMER ACKNOWLEDGES THAT ELECTRICITY DELIVERED HEREUNDER MAY BE SUPPLIED FROM A VARIETY OF SOURCES AND NO REPRESENTATIONS OR WARRANTIES ARE MADE WITH RESPECT TO SUCH ELECTRICITY AND SELLER EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, CUSTOMER HEREBY WAIVES ANY RIGHT IT MAY HAVE (a) TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST SELLER, AND (b) UNDER ANY APPLICABLE CONSUMER PROTECTION LAWS, INCLUDING ANY DECEPTIVE TRADE PRACTICE ACT OF ANY JURISDICTION.

12 **Miscellaneous**

a. **Applicable Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MAINE APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED IN THE STATE OF MAINE, WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF. Unless otherwise herein provided, the provisions of the Uniform Commercial Code of Maine shall apply and electricity shall be treated as a "good" as therein defined.

b. **Forward Contract:** The Parties acknowledge and agree that this Agreement and the transaction(s) contemplated under this Agreement constitute a "forward contract" within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code. Each Party agrees that, for the purposes of this Agreement, the other Party is not a "utility" as such term is used in Section 366 of the United States Bankruptcy Code, and each Party waives and agrees not to assert the applicability of such Section 366 in any bankruptcy proceeding wherein such Party is a debtor.

c. **Assignment.** Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Seller, which consent may not be unreasonably withheld by Seller and any attempted assignment shall be void. Seller may assign this Agreement, together with any or all rights and obligations hereunder, without Customer's consent, including, without limitation, (i) to an affiliate of Seller or to any other person succeeding to all or substantially all of Seller's assets so long as the assignee has as good or better credit than Seller, or (ii) in connection with any financing or other financial arrangement. Upon an assignment, in whole or in part, of this Agreement by Seller, Seller shall have no further obligations regarding future performance hereunder with respect to the Accounts, other than to make full payment of any amounts owed for any period prior to the effective date of the assumption of obligations by assignee. Except as provided in the preceding sentence, no permitted assignment shall relieve the Party assignor of any of its obligations hereunder.

d. **Waiver, Severability.** Any failure by one Party to comply with any obligation, covenant, agreement, or condition herein may be waived by the other Party only by a written instrument signed by both Parties, but such waiver shall not operate as a waiver of, or estoppel with respect to any subsequent failure to comply with such obligation, covenant, agreement, or condition. If any of the provisions of this Agreement are held to be unenforceable or invalid by any court or regulatory authority of competent jurisdiction, the Parties shall, to the extent possible, negotiate an equitable adjustment to the provisions of this Agreement, with a view toward effecting the purpose of this Agreement, and the validity and enforceability of the remaining provisions hereof shall not be affected thereby.

e. **Confidentiality.** This Agreement and its terms are confidential and shall not be disclosed to any third party (other than the Party's affiliates, employees, lenders, counsel, consultants, accountants and other parties who have agreed to keep such terms confidential), except as otherwise permitted or required to comply with applicable law. Customer usage information may be provided by Seller to a consultant, broker or third party engaged by Customer to assist in the execution of this Agreement.

f. **Addition or Deletion of Accounts.** At any time during the Supply Months, upon advance written notice to Seller, Customer may request to add or delete Accounts belong or to be served pursuant to a Sales Confirmation, provided that (a) there is no outstanding Event of Default by Customer and (b) with respect to the addition of Accounts, each Account to be added is served by a local distribution company currently serving an Account under the relevant Sales Confirmation. Any changes to Accounts must be done in accordance with Section 12(g).

g. **Entire Agreement.** This Agreement, together with any written supplements, any attached or hereafter incorporated Sales Confirmation, all Exhibits and Schedules, constitutes the entire understanding between the Parties, and supersedes and replaces any and all previous understandings, oral or written, in any manner relating to the subject matter hereof. This Agreement may be amended only upon mutual agreement of the Parties, which amendment shall not be effective until reduced to writing and executed by the Parties. This Agreement shall not be amended by course of performance or course of conduct. The rule of construction that any ambiguity is construed against the Party who drafted this Agreement shall not be applied to this Agreement. The Parties agree that the relationship between the Parties shall be that of independent contractors. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original but all of which together shall constitute one and the same Agreement. The delivery of an executed counterpart of this Agreement in portable document format (.pdf) or by facsimile shall be valid delivery thereof.

13 **Incorporation of State Specific Terms.** The Parties agree that those certain terms that are more fully detailed on Exhibit A to the Sales Confirmation (the "State Specific Terms") shall be applicable to the delivery and sale of electricity in such state and that the terms set forth for any other state shall not apply to such deliveries and sales. To the extent that any provision of this Agreement conflicts with any term contained in the State Specific Terms applicable to the sale or delivery of electricity, the terms of the State Specific Terms shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth below.

Customer:	<u>Town of Falmouth, ME</u>	Electricity Maine, LLC
Printed Name:	<u>Peter McHugh</u>	
Signature:	<u>Peter M'Hugh</u>	By: <u>Muriel LeClerc</u>
Title:	<u>Finance Director</u>	Name: <u>Muriel LeClerc (Jul 18, 2017)</u>
Effective Date	<u>7/13/2017</u>	Title: <u>Authorized Agent</u>
		<u>Jul 18, 2017</u>

**Contact Information:**

<b>Electricity Maine, LLC</b> <b>PO Box 1150</b> <b>Auburn, ME 04211-1150</b> <b>Legal Notices Fax: 855.558.8480      Contracts Fax: 855.558.8480</b>			
Business Contact Name:	<u>Peter McHugh</u>		
Tax ID No.:	<u>01-6000161</u>		
Address:	<u>271 Falmouth Rd</u>		
City:	<u>Falmouth</u>	State:	<u>Maine</u> Zip: <u>04105</u>
Phone :	<u>(207) 699-5311</u>	Fax:	_____
Email:	<u>pmchugh@falmouthme.org</u>		
<b>Contract # (FOR INTERNAL USE ONLY):</b> _____			

**SALES CONFIRMATION**

This Sales Confirmation which is made pursuant to that certain Master Electric Service Agreement dated effective 7/13/2017 between Customer and Seller (the "Agreement") is made part of such Agreement and shall confirm the agreement of the Parties as of the date set forth below regarding the sale of electricity by Seller to Customer and the purchase of electricity by Customer, with respect to (1) the Account(s) set forth on the attached Schedule(s) of Accounts, (2) for the Supply Months set forth below and (3) subject to the terms and conditions set forth herein. Supply of electricity to the Accounts will begin upon successful enrollment, and with respect to each Account, will begin with the local distribution company's meter read date, unless otherwise specified in the Schedule(s) of Accounts, or the first available meter read date thereafter, and continue for the number of months set forth below (the "Supply Months"). Terms used but not defined herein shall have the meanings ascribed to them in the Agreement. The Schedule(s) of Accounts, Exhibit A: State Specific Terms, and all other Exhibits, schedules or documents referenced herein are hereby incorporated herein and made a part hereof for all purposes.

After Customer's execution and delivery of this Sales Confirmation, the Sales Confirmation shall become binding upon Seller on the earlier of (1) the date that Seller provides executed counterparts of all portions of the Agreement or (2) the date Seller undertakes any action to purchase a physical or financial hedge for all or a portion of the energy to be supplied hereunder.

Customer Details			
Customer:	Town of Falmouth, ME	Billing Attn:	
Business Contact:	Peter McHugh	Address:	271 Falmouth Rd
Phone #:	(207) 699-5311	City:	Falmouth
Fax #:		State:	Maine
Email:	pmchugh@falmouthme.org	Zip:	04105

Billing Details	
Payment Terms (Days):	Utility Consolidated Billing - defined by LDC <input checked="" type="checkbox"/>
Billing Type:	UCB - Utility Consolidated Billing

Supply Month & Pricing Details		
Supply Months:	24 Months	
Pricing Structure:	Fixed Price	
"Contract Price"	\$0.06647 per kWh	
<b>"Included Charges": (included in the Contract Price)</b>		
<ul style="list-style-type: none"> <li>• Energy</li> <li>• Ancillary Services</li> <li>• Line Losses</li> <li>• Capacity (non-ERCOT)</li> <li>• Network Integrated Transmission Service (PJM only)</li> </ul>	<ul style="list-style-type: none"> <li>• Unaccounted For Energy</li> <li>• ISO/RTO Fees</li> <li>• Renewable Requirements</li> <li>• Congestion Charges</li> <li>• RUC Charges (ERCOT only)</li> <li>• Winter Reliability (NEISO only)</li> </ul>	<ul style="list-style-type: none"> <li>• QSE Fees (ERCOT only)</li> <li>• Supplier Margin</li> <li>• Third Party Fee (if applicable)</li> <li>• Sales and Use Tax (NJ only)</li> <li>• Gross Receipts Tax (PA only)</li> </ul>
<b>"Pass-Through Charges": (not included in the Contract Price):</b>		
<ul style="list-style-type: none"> <li>• Utility Transmission Charges</li> <li>• Utility Distribution Charges</li> </ul>	<ul style="list-style-type: none"> <li>• Utility Customer and Meter Charges</li> <li>• Other Utility Assessed Charges</li> </ul>	<ul style="list-style-type: none"> <li>• Gross Receipts Tax (non-PA)</li> <li>• All Other Applicable Taxes</li> </ul>

Consumption Details	
Consumption Variance Requirement:	No
"Swing Limits":	100%

During the Supply Months for each Account the "Energy Charge" shall be equal to (x) the Contract Price multiplied by (y) the Actual Consumption for such Account. The Contract Price includes only the Included Charges and does not include Pass-Through Charges.





## Exhibit A to Sales Confirmation

### STATE SPECIFIC TERMS

**CONNECTICUT:** If any Account is in Connecticut, then Customer hereby waives its rights under the Connecticut General Statutes section 42-110b et seq. After consultation with an attorney of Customer's own selection, Customer voluntarily consents to this waiver.

In the event of an emergency, outage or service need, Customer must call the EDC for the service area of the Account Number experiencing the emergency, outage or service need.

CL&P: 1-800-286-2000  
United Illuminating: 1-800-722-5584

Spark Customer Service Number:  
CL&P: 1-877-374-8013  
United Illuminating 1-877-734-8013

**ILLINOIS:** In the event of an emergency, outage or service need, Customer must call ComEd for the service area of the Account Number experiencing the emergency, outage or service need at 1-800-334-7661.

Spark Customer Service Number: 1-800-684-1696

**MARYLAND.** If any Account is in Maryland, then Customer hereby waives its rights under Maryland Public Service Commission Case No. 8738, Order Nos. 75949, 76110, and 76931. After consultation with an attorney of Customer's own selection, Customer voluntarily consents to this waiver.

In the event of an emergency, outage or service need, Customer must call BG&E for the service area of the Account Number experiencing the emergency, outage or service need at 1-877-778-2222.

Spark Customer Service Number: 1-800-411-4389

**MAINE.** In the event of an emergency, outage or service need, Customer must call their respective T&D Utility for the Account(s) experiencing the emergency, outage or service at the following numbers:

Central Maine Power 800-696-1000  
Bangor Hydro Electric 800-440-1111 or 207-973-2020

Customer may contact Electricity Maine if Customer has specific comments, questions, disputes, or complaints at 866-573-2674, Monday to Friday 8:00 a.m. – 5:00 p.m. EST, or the Maine Public Utilities Commission at 207-287-3831 or 800-452-4699.

Maine regulations require that electricity suppliers, brokers and aggregators provide the following disclosure to customers regarding electricity products in which the prices paid by consumers vary with changes in wholesale electricity prices, other energy prices, or an energy price index.

**Volatility Risk:** Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors.

**Future Performance:** Past results regarding particular electricity products are not necessarily an indication of future results.

**MASSACHUSETTS.** If any Account is in Massachusetts, then Customer hereby waives its rights under the Consumer Protection Act at Mass. Gen. Laws Ann. Chapter 93A Section 1 et seq. After consultation with an attorney of Customer's own selection, Customer voluntarily consents to this waiver.

In the event of an emergency, outage or service need, Customer must call their respective T&D Utility for the Account(s) experiencing the emergency, outage or service at the following numbers:

FGE – Fitchburg Gas and Electric Light Company 1-888-301-7700  
NG – National Grid 1-800-322-3223  
NSTAR – Nstar 1-800-592-2000



WMECO – Western Massachusetts Electric Company 1-877-659-6326

Spark Customer Service Number: 1-866-285-6449

**NEW HAMPSHIRE.** In the event of an emergency, outage or service need, Customer must call their respective T&D Utility for the Account(s) experiencing the emergency, outage or service at the following numbers:

GSEC – Granite State Electric Company	1-800-465-1212
NHEC – New Hampshire Electric Co-op	1-800-343-6432
PSNH – Public Service of New Hampshire	1-800-662-7764
UES – Unitil Energy System	Capital Electric 1-800-852-3339
	Seacoast Electric 1-800-582-7276

Customer may contact ENH Power if Customer has specific comments, questions, disputes, or complaints at 800-549-6160, Monday to Friday 8:00 a.m. – 5:00 p.m. EST, or the New Hampshire Public Commission, Consumer Affairs Division at 603-271-2431 or 1-800-852-3793.

**NEW JERSEY.** In the event of an emergency, outage or service need, Customer must call PSE&G for the service area of the Account Number experiencing the emergency, outage or service need.

PSE&G Customer Service: 1-800-436-7734  
In the case of an outage: 1-800-436-7734

Spark Customer Service Number: 1-800-411-7514  
BPU License#: ESL-0096

BPU: New Jersey Board of Public Utilities  
Two Gateway Center, Suite 801  
Newark, NJ 07102  
1-800-624-0241  
[www.state.nj.us/bpu](http://www.state.nj.us/bpu)

**NEW YORK.** In the event of an emergency, outage or service need, Customer must call the EDC for the service area of the Account Number experiencing the emergency, outage or service need.

ConEd: 1-800-752-6633  
NIMO: 1-800-867-5222

Spark Customer Service Number:  
ConEd: 1-888-877-7569  
NIMO: 1-866-325-6449

**PENNSYLVANIA.** In the event of an emergency, outage or service need, Customer must call the EDC for the service area of the Account Number experiencing the emergency, outage or service need.

PP&L: 1-800-342-5775  
PECO: 1-800-841-4141

Spark Customer Service Number:  
PP&L: 1-877-374-8011  
PECO: 1-888-850-9146

**TEXAS:** If any Account is in Texas, then Customer hereby waives its rights under (a) the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., of the Texas Business & Commerce Code, as amended or any current successor thereto and (b) Section 25.471 et seq. of the Consumer Protection Rules adopted by the Texas Public Utility Commission. After consultation with an attorney of Customer's own selection, Customer voluntarily consents to this waiver. The Parties agree that: (a) only Section 17.555 of the DTPA shall be applicable and (b) it has consulted with its own legal counsel in seeking or acquiring the goods or services to the extent it has deemed it necessary.

Customer further represents and warrants that it is not a state agency or political subdivision of Texas and therefore not subject to Texas Governmental Code Chapter 2251.

In the event of an emergency, outage or service need, Customer must call the TDSP for the service area of the Account Number experiencing the emergency, outage or service need as follows:

CenterPoint Energy: 1-800-332-7143 or 713-207-2222  
Oncor: 1-888-313-4747  
Texas-New Mexico Power Company: 1-888-866-7456  
AEP – Texas Central: 1-866-223-8508  
AEP – Texas North: 1-866-223-8508

Spark Customer Service Number: 1-800-780-9202



### Schedule of Accounts

This schedule is a part of the sales confirmation.

BUSINESS NAME: Town of Falmouth, ME

*This attachment lists account(s) and services address(es) to be included with Electricity Maine's Commercial Electricity Service Agreement.*

#	ACCOUNT NUMBER	METER NUMBER	ADDRESS	CITY	STATE	ZIP	UTILITY	ZONE	RATE CLASS	SERVICE TYPE	PRICE*	TERM*	START DATE
1	4411156316011	ALL	Woods Rd	Falmouth	ME	04105	CMP	ME	E-310	Switch	\$0.06647	24 Months	12/2018
2	4411159633011	ALL	271 Falmouth Rd	Falmouth	ME	04105	CMP	ME	E-310	Switch	\$0.06647	24 Months	12/2018
3	4411629842002	ALL	Falmouth Rd Pmp	Falmouth	ME	04105	CMP	ME	E-216	Switch	\$0.06647	24 Months	12/2018
4	4410175952011	ALL	Brown St	Falmouth	ME	04105	CMP	ME	E-210	Switch	\$0.06647	24 Months	12/2018
5	4411003669011	ALL	Street Lights	Falmouth	ME	04105	CMP	ME	OL	Switch	\$0.06647	24 Months	12/2018
6	4411083197012	ALL	Winn Rd	Falmouth	ME	04105	CMP	ME	E-200	Switch	\$0.06647	24 Months	12/2018
7	4411800901001	ALL	250 Clearwater Dr	Falmouth	ME	04105	CMP	ME	E-310	Switch	\$0.06647	24 Months	12/2018
8	4410056642011	ALL	Clearwater Dr	Falmouth	ME	04105	CMP	ME	E-310	Switch	\$0.06647	24 Months	12/2018
9	4411152476011	ALL	Foreside Rd	Falmouth	ME	04105	CMP	ME	E-310	Switch	\$0.06647	24 Months	12/2018
10	4411153200011	ALL	Lunt Rd	Falmouth	ME	04105	CMP	ME	E-210	Switch	\$0.06647	24 Months	12/2018
11	4411160909012	ALL	Pinehurst Ln Pmp	Falmouth	ME	04105	CMP	ME	E-210	Switch	\$0.06647	24 Months	12/2018
12	4411160805012	ALL	Woodlands Dr	Falmouth	ME	04105	CMP	ME	E-210	Switch	\$0.06647	24 Months	12/2018
13	4411801233001	ALL	2 Marshall Dr	Falmouth	ME	04105	CMP	ME	E-310	Switch	\$0.06647	24 Months	12/2018
14	4411153905012	ALL	190 Middle Rd	Falmouth	ME	04105	CMP	ME	E-316	Switch	\$0.06647	24 Months	12/2018
15	4410038817011	ALL	Bucknam Rd	Falmouth	ME	04105	CMP	ME	E-310	Switch	\$0.06647	24 Months	12/2018
16	4411061293012	ALL	Middle Rd	Falmouth	ME	04105	CMP	ME	E-213	Switch	\$0.06647	24 Months	12/2018
17													
18													
19													
20													

\*if different from page 1 of Sales Confirmation.