

GREEN MOUNTAIN POWER CORPORATION
RULES AND REGULATIONS FOR THIRD PARTY BILLING SERVICES

APPLICABLE:

GMP billing services are available and applicable to Organizations that provide energy-related equipment financing that advance the goals of the energy plan of the State of Vermont (“Organizations”). Organizations shall register with GMP to receive services under these rules and regulations, and GMP shall have final authority to determine whether the Organization qualifies for participation. GMP will only provide these services on the bills of customers who take electric service from GMP.

DESCRIPTION OF SERVICES:

GMP will provide certain, limited billing and loan management services. GMP billing and loan management services include billing set-up process, billing, remittances and loan reporting services, which include release of a participating customer’s payment history, as defined herein (the “Services”). GMP Services shall not include consumer financing disclosures or advertising, collection services, or the provision of capital for financing, and no GMP Services will be provided until the participating organization has obtained GMP’s customer signature and consent in written form. Organizations participating in this program shall be limited to those providing energy-related equipment financing that advance the energy plan of the State of Vermont. For the avoidance of doubt, GMP shall not provide Services for any loan that is secured by a home or residential dwelling.

FEES:

Organizations shall be charged a \$75.00 one-time set-up fee for each customer for whom GMP provides Services and \$4.00 per month transaction fee per customer. Payment must be received by GMP within 30 days of invoicing the Organization. The Fees will be invoiced monthly by GMP to participating Organizations.

REGISTRATION WITH GMP:

Organizations shall be eligible to participate in this program after they have registered with GMP and have been notified by GMP that they have met the qualification requirements for the program which are within the sole discretion of GMP.

RELATIONSHIP OF PARTIES:

In the performance of the Services, GMP shall be deemed to be, and shall be, an independent contractor, and not a joint venture, partner, employee or agent with or of the participating Organization. GMP will at all times determine the methods and means of providing the Services, subject to the terms of set forth below.

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LIMITATION OF REMEDIES, LIABILITY AND DAMAGES:

GMP's and the Organization's liability to one another 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. Unless expressly herein provided, neither GMP nor the Organization shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise.

INDEMNITY:

The Organization shall indemnify and hold GMP and its officers and employees free and harmless from all claims, demands, causes of action, suit and other litigation, including but not limited to all costs hereof and attorney's fees, as well as all damages including but not limited to consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, of every kind incident to, arising out of or relating to this Agreement except to the extent caused by the negligence of GMP or its employees.

CONFIDENTIALITY:

GMP and the Organization shall hold all confidential information, including customer information, in trust and confidence for the other. Neither shall disclose any confidential information to any person except with the prior written permission of the other. Nothing herein however limits their obligations to disclose such information to their regulators as required by law. Neither GMP nor the Organization will use confidential information other than for the benefit of the other for the purposes set forth in this agreement. The duty to preserve the confidentiality of the confidential information shall include all confidential information integrated with or stored within either GMP's or the Organization's information technology systems and shall continue after an Organization has ceased participation in the program. Each party shall comply with all applicable state and federal laws relating to customer financial privacy.

LOAN TERM:

The loan term between an Organization and a participating customer will be limited to no more than fifteen (15) years.

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PLACEMENT AND PRESENTATION ON UTILITY BILL:

To allow GMP to place customer loans on utility accounts promptly after receiving an initial setup request, a participating Organization will include in each request the following information in the form below (“Agreement to include payments for 3rd party financing on GMP electric bill”): the total amount of the loans and, the number of months for the repayment term and the monthly installment amount. GMP is not responsible for (a) verifying the accuracy of the loan data; (b) verifying the Organization’s calculation for the loan term or amount; (c) separately charging the participating customer interest on the loaned amount; or (d) directly collecting the administration or other fees from the participating customer for the Organization.

1. The loan payment will be billed according to the customer’s standard billing cycle with GMP. The due date on the customer’s utility bill will be the due date for the loan payments that GMP collects on behalf of an Organization. GMP will not issue any disconnection notice for the loan balance or tell the customer that a delinquent loan balance may lead to disconnection of the customer’s electric service. A participating Organization shall not state or otherwise imply to a customer that non-payment of the loan will result in disconnection of utility service.

PAYMENTS AND REMITTANCE:

GMP will remit loan payments to a participating Organization as follows:

1. GMP’s current and past due charges to its customer receive cash posting priority. No funds will be posted for GMP Services until GMP’s bill, including but not limited to any and all service, energy efficiency charges and past due amounts, are paid in full each month. GMP will process loan payments via the customer’s monthly utility bill according to the utility’s standard payment priorities. GMP will provide the Organization the remainder left after crediting payments for GMP’s bill. If a customer makes a partial payment for loan payments from more than one Organization, cash posting priority will fall to the oldest arears and then pro-ration will occur if more than one Organization is still not fully paid.
2. If the customer opts to pay the loan in full before the anticipated final installment, this payment must be made directly to the participating Organization who will notify GMP to remove the loan from the customer’s bill. GMP will remove loans from customer accounts promptly after receiving a closeout request. GMP will not accept balloon payments, prepayments or overpayments on loans. If such

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payments are received, GMP may apply the excess amount towards the customer's future utility bill and will not issue refunds on loan payments, offer payment arrangements on loan amounts due or allow energy assistance to be applied to loan balances.

3. After allocation according to payment priority, funds received for the purpose of repaying the loan will be remitted by GMP to participating Organizations on a monthly basis. This payment will be remitted by Automated Clearing House ("ACH") transaction on the fifth (5th) business day of the month for the previous month and will include a report detailing the repayment status for each participating customer.
4. Any customer payment transferred by GMP to an Organization that is later returned by the customer's financial institution due to insufficient funds will be withheld from any subsequent payment to that Organization. An Organization may not assess a return payment fee to GMP.

ACCOUNT CLOSURE AND LOAN REMOVAL:

GMP will respond to an Organization's requests as follows:

1. At any time, an Organization may request GMP to remove one or all of the loans it is servicing. If the Organization asks GMP to remove all the loans it is servicing, GMP shall invoice the Organization for, and the Organization shall pay, the set-up and transaction fees according to the current fee schedule.
2. Should GMP receive an account closure request from the customer for the premises, the loan repayment service will be cancelled, and the Organization will be notified immediately. GMP will not transfer the loan to the subsequent owner.

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DELINQUENCY:

1. Customer Delinquency: GMP will not assess or collect late fees, provide collection services, provide past due notices, disconnect service for delinquent loans or make reports to credit agencies on behalf of the Organization. GMP reserve the right to remove any loans and terminate the provision of Services with an aged balance greater than ninety (90) days past due.
2. Organization Delinquency: GMP may terminate the provision of Services if an Organization fails to timely pay the fees set forth herein.

TERMINATION:

GMP may terminate the provision of Services in the event of a customer or Organization delinquency as described above. In addition, GMP reserves the right to terminate the provision of Services for any Organization for any reason. Nothing herein limits GMP's rights to revise or terminate this program subject to Public Utility Commission notification, and where required, approval.

BORROWER DISPUTE RESOLUTION:

The participating Organization will be responsible for answering all customer questions and resolving customer disputes involving the loan and on-bill repayment mechanism.

CUSTOMER RIGHTS:

Nothing herein limits the customer's rights under Public Utility Commission Rules.

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Agreement to Include Payments for 3rd party financing on GMP Electric Bill

Customer Information

Customer Name: _____

Mailing Address: _____

GMP Service Address: _____

GMP Account Number: _____

Phone Number: _____

Billing Terms:

I agree that I have entered into a financing agreement with _____ (the "loan provider") in the total amount of \$ _____. I further agree that I will be billed \$ _____ per month for _____ months on my above-referenced GMP electric bill for my financing agreement with the loan provider. I understand that GMP is acting solely as a biller under agreement with me and my loan provider. I understand GMP is not acting as a lender and has no obligation to me regarding the terms or disclosures relating to the financing agreement. I understand GMP will begin billing the monthly amount on my electric bill following the signing of this form provided it is received at least 10 days in advance of my next billing cycle. I understand that billing will stop should my service at the above location be terminated for any reason. It is my responsibility to notify GMP and _____ of my intent to stop service. I hereby consent to have GMP check my GMP account payment history and release my billing and payment information to the loan provider. I understand my GMP billing cycle may change and my first bill may be for less than a full month as I transition to the new billing cycle.

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Payment Terms:

I understand that any payments made on my GMP account will first be applied to any GMP related billing charges and the remainder will be applied against the loan charges. I understand GMP makes an on-line payment option available to me which I may utilize for this loan payment as long as I pay both my GMP charges and loan charges in the same payment. If full payment of the monthly loan amount is not made within 45 days of my billing date then I will make payment directly to _____ including a late fee assessment of _____% of the amount due. I understand if I wish to pre-pay or make principle payments, those payments must be made directly to _____. PRE-PAYMENTS OR PRINCIPLE PAYMENTS IN ADDITION TO THE AMOUNT CURRENTLY DUE, IF PAID TO GMP, WILL NOT BE RETURNED BY GMP OR _____ AND WILL NOT BE CREDITED TO FUTURE LOAN PAYMENTS.

Customer Sign & Date _____

Lender Sign & Date _____

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