

**Maine Public Utilities Commission
Docket No. 2018-00137
Proposed Term Sheet for
Long-Term Contract under 35-A M.R.S. § 3210-C**

Three Rivers Solar Power, LLC

February 1, 2019

This Term Sheet describes the essential terms for a potential long-term contract (Contract) between Three Rivers Solar Power, LLC (Three Rivers or Seller) and Emera Maine and/or Central Maine Power Company (Utility(ies) or Buyer(s)) subject to the approval of the Maine Public Utilities Commission (Commission).¹

Facility: The proposed Three Rivers project is a solar facility located on 1,115 acres of leased land located in Hancock County, Maine (Project).

Nameplate Capacity: Up to 100 MW_{AC}.

Contract Term: The Contract (if any results from this Term Sheet) will become effective upon its execution. Seller's duty to supply Energy, in accordance with the terms laid out herein and as further specified in the Contract, will commence on the Project's commercial operation date (COD) (as such will be defined by the Contract) and continue for ten (10) years (Contract Term). Contract Year 1 will commence on the COD, Contract Year 2 will commence on the first anniversary of the COD, and so on.

Expected COD: No later than December 31, 2021. The Contract will include appropriate development milestones to ensure that the Project will reach commercial operations within a reasonable time frame. The COD deadline and development milestones shall be subject to appropriate extensions to account for any delays caused

¹ **This Term Sheet does not constitute a legally binding obligation of any party hereto or an agreement by any party to negotiate in any particular manner, or at all, or to consummate the transaction(s) described herein. The definitive terms for the transaction(s) described herein, if same should occur, will be set forth in a definitive agreement between Three Rivers and one or more of the Utilities. No legally binding obligation between the parties will exist until such time that the terms contained herein are formally approved by the Commission AND a formal agreement containing such is also formally approved by the Commission and executed by the relevant parties. Either Three Rivers or the Commission may, at any time prior to execution of a definitive agreement, unilaterally terminate all negotiations pursuant to this Term Sheet, for any reason or for no reason, without any liability whatsoever to the other party.**

by ISO New England, Inc. (ISO-NE) or to be consistent with the schedule provided under any executed Large Generator Interconnection Agreement (LGIA), provided the LGIA is executed by 2021.

Delivery Point: The Project will interconnect into Emera Maine's Line 93 which is a 115 kV transmission system at a newly constructed substation located approximately 3 miles east of the existing Bull Hill substation and approximately 7.5 miles west of the Deblois substation. Three Rivers shall ensure that all Energy from the Project is delivered to the Delivery Point. Three Rivers shall retain title and risk of loss of the Energy up to and until the Delivery Point.

Contract Product: Three Rivers will sell, and Buyer(s) will purchase, the Contract Product. Contract Product means: All Energy produced by the Project.

Capacity Value: Three Rivers will retain all Capacity Value created by the Project. Capacity Value means all value realized by Three Rivers as a result of the monetization of the Project's Capacity in the ISO-NE Forward Capacity Market, or any successor market.

Environmental Attributes: Three Rivers will retain all environmental attributes of the Project, including renewable energy credits, if any.

Pricing: The Contract shall provide for a price for the Contract Product of \$35.00/MWh in Contract Year 1, with an annual escalation of 2.5% beginning in Contract Year 2 and in each subsequent Contract Year per Table 1 below:

Table 1:

Contract Year	Pricing (\$/MWh)
1	\$35.00
2	\$35.88
3	\$36.78
4	\$37.70
5	\$38.64
6	\$39.61
7	\$40.60
8	\$41.62
9	\$42.66
10	\$43.73

Performance Assurance: Three Rivers shall provide Performance Assurance in an amount equal to \$45 per kW_{AC} of the anticipated nameplate capacity in accordance with the following timeline:

- 10% of the Performance Assurance shall be due upon execution of the long-term Contract (if any results from this Term Sheet);

- An additional 40% of the Performance Assurance (50% in the aggregate) shall be due at the earlier of (i) execution of the interconnection agreement for the Project, or (ii) December 31, 2020; and
- The remaining 50% of the Performance Assurance (100% in the aggregate) shall be due at the earlier of (i) the date that Three Rivers issues the full notice to proceed to the Project's balance of plant contractor, or (ii) December 31, 2021.

The amount of the Performance Assurance shall be maintained during the Contract Term, as adjusted to reflect any nameplate capacity additions or retirements.