

This contract ("Agreement") is made between \_\_\_\_\_ ("Applicant"), and COMMONWEALTH UTILITIES CORPORATION ("CUC"), a Commonwealth of the Northern Mariana Islands ("CNMI") Public Corporation.

**RECITALS:** The Experimental Tariff Rider Incentive Rate to CUC's existing Commercial Rate ("IR") is available to qualified large Commercial Customers locating, expanding, or returning their entire load on Commonwealth Utilities Corporation's distribution system on the islands of Saipan, Tinian and Rota. Customers taking service on this IR must agree to remain full requirements customers of CUC for the four-year duration of the IR term. This Rider will remain open to new participants during a signup or open enrollment window of 4-months from the approval of master IR contract form. Three additional open enrollment periods of 4-months shall be available for large commercial customers meeting the eligibility requirements 12-months, 24-months and 36-months from the effective date of this order. The total cumulative electric demand contracted under Rider IR shall not exceed a program cap of 20 MW (megawatts).

**AGREEMENT:** Applicant and CUC agree to the following terms and conditions:

- 1. QUALIFICATION CRITERIA.** Applicant is or will be a customer, eligible for and receiving service which meet one or more of the following eligibility requirements: a. Commercial Customers with generation capacity of 400 kW or greater and generate 90% or more of their annual electric needs; b. Commercial Customers that expand their existing facility that results in an increase in load of 200 kW or greater or expand their hotel by 75 rooms or greater; or c. New Commercial Customers with electric generation capacity of 400 kW or greater.

The electric load subject to this agreement is a maximum billing demand of \_\_\_\_\_kW of net new load to CUC, which is regularly supplied by CUC. The minimum \_\_\_\_\_kW of net new load must be maintained for at least three consecutive months during the initial 12 months of this agreement. Only new load that will be regularly and fully served by CUC will be eligible for this incentive.

- 2. BILL INCENTIVE.** Electric service to Applicant's premises shall be delivered under Applicant's otherwise applicable tariff, which is the Commercial Rate. A four-year rate IR Rider provides a reduction of 8.3 cents per kWh from CUC's Commercial Electric Base Rate effective from the date the customer first begins purchasing electricity under the IR Rider and until a change in CUC's Commercial Electric Base Rate is ordered by the Commonwealth Public Utilities Commission ("CPUC"). The Infrastructure Surcharge and the Public Law 16-7 component of the Base Rate will not apply to purchases under this Rider.

- 3. INCENTIVE CALCULATION.** Terms and conditions necessary for the incentive calculation are defined and agreed to as follows:

Billing determinants used for calculating the first year incentive will be CUC's best estimates which may include information provided by the customer of expected usage and demand for new load, or the previous 12 months of historical metered data, if available, for customers returning to CUC at the time of contract execution. For expansion as an existing CUC full requirements electric

customer, the IR will be calculated only on that portion of demand and usage added at the new facility which shall be separately metered. CUC reserves the right to reduce the contracted demands stated by the Applicant below, if it is determined that the Applicant's actual load at full operation of the facility after the Commencement Date of this Agreement, is less than the contracted maximum demands stated below.

**4. CALCULATION TO DEMONSTRATE IR REVENUE TO CUC**

Projected Incentive Rate kWh sales for next 12 months	_____
Incentive Rate	.03/kWh
Projected net contribution to CUC revenues	\$_____

- 5. **NEW LOAD AMOUNT.** The new or existing customer establishing or returning its entire load with CUC will be eligible for the incentive rate. The minimum contracted demand is estimated to be \_\_\_\_\_ kW and the maximum contracted demand is estimated to be \_\_\_\_\_ kW.
- 6. **COMMENCEMENT DATE.** The start date of the IR period for a customer shall commence on the date of execution of this Agreement.
- 7. **METERING.** Applicant agrees to be responsible for all costs associated with providing separate electric metering if CUC, at its sole discretion, deems such metering a necessary condition to implement this IR rate. Applicant's inability to have required metering in place shall not delay the commencement date provided for in Section 4 by which Applicant would have otherwise received the incentive.
- 8. **TERM OF AGREEMENT.** This Agreement shall take effect immediately and remain in effect for a term of four years following the commencement date of the IR.
- 9. **LOSS OF ELIGIBILITY.** If Applicant's maximum demand drops for a period of time so that the Applicant is no longer eligible for the IR, or if the Applicant's maximum billing demand falls under 70% of the contract demand for twelve consecutive months, the Applicant will be ineligible for continuing service under this IR.
- 10. **SITE INSPECTION.** Applicant hereby grants to CUC the right to conduct a site inspection for any purpose. This Section will not serve to create an obligation on the part of CUC to conduct any site inspection or provide advice; rather, this Section provides an option to be exercised at CUC's discretion.
- 11. **ASSIGNMENT.** Applicant may assign this Agreement only if CUC consents in writing and the party to whom the agreement is assigned agrees in writing to be bound by this Agreement in all respects.

**12. COMMISSION JURISDICTION.** This Agreement shall at all times be subject to such changes or modifications by the CPUC as it may direct in the exercise of its jurisdiction. In addition, this contract shall be subject to all of CUC's tariffs on file with and authorized by the Commission. This contract also shall be subject to review in any proceeding the Commission may conduct regarding CUC's IR program implementation. The Applicant, however, will be entitled to the IR for the four year term under which they entered this Agreement.

**13. ALL RULES IN EFFECT.** All other CUC rules and regulations applicable to any other commercial customer apply to IR customers.

IN WITNESS THEREOF, the Parties have executed this Agreement in multiple originals by their respective duly authorized representatives.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**COMMONWEALTH UTILITIES CORPORATION**

\_\_\_\_\_  
(Customer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)