

## FARM-PRODUCER POWER PURCHASE AGREEMENT

This agreement is made by and between \_\_\_\_\_  
(hereafter referred to as “Producer”), and CENTRAL VERMONT PUBLIC SERVICE CORPORATION (hereafter referred to as “Central Vermont” or “CVPS”) (together the “Parties”), on the date executed below.

### ACKNOWLEDGMENTS

WHEREAS, Producer is the owner and operator of a \_\_\_ kW electrical generating facility located on the \_\_\_\_\_ Farm in \_\_\_\_\_, Vermont (the “Facility”); and

WHEREAS, Producer represents that the Facility is a renewable electrical generating facility that utilizes the anaerobic digestion of agricultural products, byproducts or wastes to produce electricity or produces electricity from other renewable sources accepted by CVPS for resale to customers as part of the Central Vermont Voluntary Renewable Service Tariff; and

WHEREAS, Producer represents that the Facility is located within the CVPS service territory on a premises principally engaged in the business of farming as defined in Regulation 1.175-3 of the Internal Revenue Code of 1986; and

WHEREAS, Producer represents that the Facility meets the requirements for eligibility as a New Renewable Generation Unit established by the Massachusetts Division of Energy Resources, or has been approved by the Connecticut Department of Public Utility Control as a qualified Class I Renewable Portfolio Standards Generator; and

WHEREAS, Producer voluntarily elects to sell the gross electric output of its Facility,

including all attributes, tradeable renewable energy certificates, generation information certificates and any ancillary products or services associated therewith (together the “Gross Electric Output”) to Central Vermont, and Central Vermont agrees to purchase said Gross Electric Output pursuant to CVPS’s Voluntary Renewable Pricing Program and Voluntary Renewable Service Tariff under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1  
Purchase and Sale/Payment/Operation of Facility

(a) Producer shall deliver to Central Vermont, and Central Vermont shall purchase on behalf of its Vermont retail customers, the entire Gross Electric Output of the Facility for a period of \_\_\_\_ years under the pricing and payment provisions included with this Agreement and made a part hereof as Attachment A. As indicated on Attachment A, a separate rate methodology is provided for both the energy and Tradable Renewable Energy Certificates (“RECs”) delivered to CVPS hereunder. In the event that Central Vermont fails to make payment when due, and remains delinquent for more than fifteen days, Producer may pursue all legally available remedies.

(b) Invoices for the Gross Electric Output shall be calculated monthly by Central Vermont and a copy shall be provided by CVPS to Producer in accordance with the Billing Schedule set forth in Attachment A hereto or on a less frequent basis by mutual agreement of the Parties. Central Vermont shall calculate a final invoice within 30 days after termination of this

Agreement. Central Vermont shall pay each invoice within 10 working days after it has been duly calculated and tendered to Producer hereunder.

(c) From the time that deliveries of the Gross Electric Output under this Agreement commence, Producer shall operate the Facility in a manner which gives due consideration to prudent electrical, operating and business practices. To the extent that its generating Facility is not dispatched by an independent authority, the Producer shall, whenever practical, give Central Vermont reasonable advance notice of any changes in operations and shall cooperate with Central Vermont in the dispatch of the Facility and the scheduling of Facility maintenance. All operations and deliveries shall be subject to the rules and regulations of the Independent System Operator of the new England bulk power system. Should the actions of the Producer give rise to the assessment of any costs, sanctions or charges by ISO New England, Inc. (the "ISO"), Producer shall be solely responsible for the timely payment of such costs or charges. Producer shall be subject to the authority of the Public Service Board to require that all operations be managed to promote the public interest.

(d) Producer agrees to design, construct, and operate its Facility in accordance with good engineering and construction practices, and in accordance with applicable laws, ordinances, regulations, licenses and permits.

(e) Producer shall comply with all requirements or operating rules established by the NEPOOL Generation Information System, or such other organizations or successor organizations, as are necessary to assure the tradable RECs are produced in connection with the generation of electricity at the Facility.

ARTICLE 2  
Interconnection Facilities

The Producer's Facility shall be interconnected to and operate in parallel with the CVPS electric system pursuant to the terms and conditions of the Interconnection Agreement included with this Agreement and made a part hereof as Attachment B. Producer shall pay all costs and fees associated with the construction of any interconnection equipment or facilities as deemed reasonably necessary by Central Vermont so as to permit the interconnected operation of the Facility in parallel with the CVPS electric system.

ARTICLE 3  
Metering and Reporting Requirements

(a) The output of the Facility shall be metered by means of the equipment described in Attachment B which shall be paid for by Producer and contributed to CVPS. Amounts metered shall be reported to Central Vermont or its designee as Central Vermont shall direct from time to time. Producer shall be solely responsible for all costs incurred in the installation, operation and maintenance of the metering and reporting equipment, including any telemetry equipment, remote data recorders or interval recorders, all as described in Attachment B.

(b) Producer shall be responsible for the cost of maintaining the metering and reporting equipment in good working order as Central Vermont may request from time to time.

(c) Producer agrees to meet reasonable reporting requirements set out by Central Vermont from time to time, and to own, operate and maintain equipment reasonably specified by Central Vermont for the data gathering and reporting purposes specified in this Agreement.

ARTICLE 4  
Liability and Workers' Compensation Insurance

(a) Central Vermont and Producer shall each maintain in full force and effect policies providing general liability insurance, less only reasonable deductibles, to pay on their respective behalf all sums which each is legally obligated to pay as damages for bodily injury and/or property damage sustained as a result of negligence. Producer shall maintain a policy or policies in the minimum amount of One Million Dollars (\$1,000,000.00), less a reasonable deductible for self-insured amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00) for each occurrence, for the term of this Agreement.

(b) Central Vermont and Producer shall maintain in full force and effect a policy or policies of insurance sufficient to insure their respective obligations under workers' compensation law.

(c) Producer shall provide Central Vermont a certificate or certificates of insurance for each policy required hereunder, naming Central Vermont as an additional insured, in a form agreeable to CVPS which shall remain in effect for the duration of the term of this Agreement.

(d) Should Producer fail to provide the insurance required pursuant hereto, nothing shall release Producer of the obligation to pay any claims that arise hereunder.

(e) Upon request of CVPS, Producer shall provide Central Vermont a copy of each insurance policy required hereunder.

ARTICLE 5  
Jurisdiction of Public Service Board

The Vermont Public Service Board shall have primary jurisdiction to resolve disputes between the Parties hereto concerning the construction of the provisions of this Agreement and

any other matters arising under this Agreement within the Board's jurisdiction. The Vermont Department of Public Service shall be entitled to participate as a party in any such proceeding.

ARTICLE 6  
Term of Agreement

This Agreement shall become effective upon execution, and shall continue in full force and effect for a period of \_\_\_\_\_ years from the date hereof. Nothing in this Agreement shall be deemed to preclude future agreements between the Parties. Any debts, obligations or liabilities accrued hereunder between the Parties hereto shall survive the termination of this Agreement.

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ARTICLE 7  
Integration Clause

This Agreement, its attachments and the materials incorporated herein by reference, contain the entire agreement and understanding between the Parties, their agents, and employees regarding the subject covered in this Agreement.

ARTICLE 8  
Governing Law

This Agreement shall be governed by the law of the State of Vermont.

ARTICLE 9  
Notices

Any notice, demand, request required or authorized in connection with this Agreement shall be in writing and shall be deemed properly given if delivered in person or sent by certified mail, return receipt requested, to the parties to this Agreement. Notices to the other party shall be sent as follows:

If to CVPS:                    Director, Power Supply  
   Central Vermont Public Service Corporation  
   77 Grove Street  
   Rutland, Vermont 05701

If to Producer:                \_\_\_\_\_  
   \_\_\_\_\_  
   \_\_\_\_\_

ARTICLE 10  
Assignment; Successors

This Agreement may not be assigned without the prior written consent of the Parties hereto. No assignment or delegation shall discharge any party from obligations which shall have accrued under the terms of this Agreement prior to such assignment or delegation, whether such accrual is known or unknown.

ARTICLE 11  
No Waiver Unless in Writing

No provision of this Agreement may be waived, modified, or superseded except by written instrument signed by duly authorized representatives of both Parties.

ARTICLE 12  
Amendment

This Agreement may be amended with and only with the written mutual consent of the Parties hereto.

ARTICLE 13  
Attachments

Attachments A and B are incorporated by reference and form a part of this Agreement.

ARTICLE 14  
Modification

No modification of all or any part of this Agreement shall be valid unless it is in writing and signed by both Parties.

ARTICLE 15  
No Duty to Third Parties

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Nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any person not a party to this Agreement.

ARTICLE 16  
Cooperation

Producer shall cooperate with Central Vermont, as Central Vermont may reasonably request from time to time, in connection with the permitting and approval of this Agreement, and in connection with the certification of Facility for purposes of ISO recognition, including but not limited to, Facility generation, Facility capacity or Facility RECs. Central Vermont shall cooperate with Producer, as Producer may reasonably request from time to time, in connection with the permitting of the Facility and approval of this Agreement. Both Parties shall cooperate in all marketing efforts associated with Central Vermont's Voluntary Renewable Service Tariff.

Producer agrees to permit Central Vermont to include information about the Facility, including photographs, in any Voluntary Renewable Service Tariff marketing materials.

DATED at RUTLAND, VERMONT this \_\_\_ day of \_\_\_\_\_, 2004.

IN THE PRESENCE OF:

PRODUCER

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF VERMONT  
COUNTY OF \_\_\_\_\_, ss.

At \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2004, \_\_\_\_\_, duly authorized agent of Producer personally appeared, and he/she acknowledged this instrument by him/her sealed and subscribed, to be his/her free act and deed and that of \_\_\_\_\_.

Before me, \_\_\_\_\_  
Notary Public

IN THE PRESENCE OF:

CENTRAL VERMONT PUBLIC SERVICE  
CORPORATION

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF VERMONT  
COUNTY OF \_\_\_\_\_, ss.

At \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2004, \_\_\_\_\_,  
personally appeared, and he acknowledged this instrument by him sealed and subscribed, to be  
his free act and deed and that of Central Vermont Public Service Corporation.

Before me, \_\_\_\_\_  
Notary Public

## INDEX OF ATTACHMENTS

Attachment A, Pricing and Payment Provisions

Attachment B, Interconnection Agreement

ATTACHMENT A  
Pricing and Payment Provisions

Energy Rates:

Energy delivered pursuant to this Agreement shall be priced at \_\_\_ percent (\_\_\_%) of the Locational Marginal Price of generation asset number \_\_\_ at Node no. \_\_\_ published by ISO New England, Inc. (the “ISO”) as reflected in its Settlement Reports published monthly. No payments shall be due hereunder for capacity, Ten Minute Spinning Reserve, Ten Minute Non-Spinning Reserve, Thirty Minute Operating Reserve or Automatic Generation Control regardless of whether Producer delivers such products or services or whether such services are provided or available from the Producer hereunder.

Tradeable Renewable Energy Certificate (“RECs”) Rates:

RECs delivered pursuant to this Agreement shall be priced at \_\_\_\_\_ per mWh for each mWh of energy delivered hereunder. All rounding for generation of less than 1 mWh shall be subject to the rounding rules as established in the NEPOOL Generation Information System Operating Rules as the same may be amended from time to time. Should Central Vermont not be able to retire said RECs through sales to CVPS customers voluntarily enrolled in the CVPS Voluntary Renewable Service Tariff, as on file with and approved by the Vermont Public Service Board from time to time, Central Vermont shall take all reasonable steps to resell said RECs within the area subject to regulation by the ISO. To the extent that CVPS is able to sell said RECs at a price greater than that provided for hereunder, CVPS shall remit to Producer any excess amounts so collected on account of the sale of said RECs. To the extent that CVPS is able to sell said RECs at a price less than that provided for hereunder, Producer shall receive said lesser amount in accordance with the terms and conditions of the CVPS Voluntary Renewable Pricing Program. When determining whether RECs made available to Central Vermont from Producers participating with CVPS as part of the Voluntary Renewable Service Tariff are retired, CVPS shall retire RECs to Voluntary Renewable Service Tariff sales in the order in which Producers agree to sell power to CVPS pursuant to said Tariff. In other words, RECs shall first be used from the first producer to agree to sell power under the Voluntary Renewable Service Tariff. Next they will be retired on behalf of the second producer to agree to sell power under the Tariff, and then so on until all Tariff sales REC requirements are satisfied in any trading period for the settlement of RECs as determined by the ISO from time to time. CVPS will make its records of the retirement and sale of RECs available for inspection by the Producer during regular business hour upon requests duly made by the Producer from time to time.

Billing Schedule:

The monthly billing period shall begin at 000 hours the first day of each month and run through 2400 hours of the last day of the month.