

CONSUMER DISCLOSURE FORM FOR MARKETING SHARED NET ENERGY BILLING FACILITIES - MAINE

Please make sure to read all of this material as well as any additional material including your contract, disclosures, and other material provided by your project sponsor carefully so that you will fully understand your rights, obligations, and risks before signing any agreement. You may also find additional information about this program and other programs that may be available to you at <https://www.maine.gov/mpuc/electricity/renewables/>.

In 2019, the Maine legislature passed legislation to encourage the development of community solar and other small renewable energy Facilities by allowing Maine electricity consumers to share in the costs and benefits of such renewable Facilities. One of the programs established by the legislature is the **Shared Net Energy Billing Program**.

Under this program, an electricity consumer may make an arrangement to share in (or “subscribe to”) a portion of a community solar or other small renewable generation Project. The consumer’s portion of the output of this Project will be reflected as a **kWh credit** on the consumer’s monthly electricity bill. You have received this document because a Project Sponsor, **Syncarpha Solar CF II, LLC** is marketing a share of such a **Shared Net Energy Billing Project** to you.

This document outlines some of the Project information, contract terms and general risks and rewards of the arrangement being offered, but does not include many of the details of the proposed arrangement, or the potential risks and rewards based on your specific usage. **Additional details will be provided to you by your Project Sponsor in a customized disclosure of the specific risks and rewards to you and in the details of the proposed contract covering the terms of the arrangement.**

1. Project Description

The Project. The Project you are offered a share of is a solar facility of approximately 7.0 MW DC with a total annual estimated output of 8,038,000 kWh, located in the Central Maine Power (the “Utility”) Territory in Maine. It is expected to go into service between 10/1/2021 and 12/1/2021.

Relocation or Substitution of the Project. To the extent needed to facilitate timely permitting, financing, site control, interconnection or other considerations, the Project Sponsor may (i) locate the Project on an alternate site within the service territory of your Utility or (ii) substitute a different solar facility for the Project, which substituted facility will be owned by the Project Sponsor or by an affiliate of Project Sponsor. In each case, detailed additional disclosure will be provided to you in which we will specify the location, size and estimated date of commercial operation of the relocated or substituted facility, as well as your Customer’s Percentage (see below) of such facility’s output and your Subscription Price (see below) related to such percentage. The Project Sponsor and you will sign this additional disclosure as required by law.

2. General Description of Terms of Subscription

- You are being offered a subscription of <____%> of the Project output for a term of twenty (20) years. This percentage of the Project output is called the “**Customer’s Percentage**”.
- Under this arrangement, you would receive **kWh credits** on your monthly electricity bill. These credits are based on your Customer’s Percentage of the kWh output of the Project where one credit equals one kWh. These monthly kWh credits are called the “**Credits**”.
- At current rates, the estimated value of Credits is approximately <\$____> per month based on your Utility’s current residential standard offer electricity rate (or your CEP’s electricity rate) and delivery charges and an assumption that your Customer Percentage of the Project produces approximately <____> kWh per month. The value of the Credits will change with variations in such standard offer electricity rate (or your CEP’s electricity rate) and delivery charges, as well as changes in the Project’s output. Your Utility’s residential standard offer electricity rate and delivery charges applicable to residential customers and therefore these Credits are approved by the Maine Public Utilities Commission, and change from year to year. **Note: You should not subscribe to a Customer Percentage of the Project that produces more kWh than your average kWh usage as any unused kWh credits will expire after 12 months.**
- You would pay no up-front amount.
- You would pay a monthly fee of 85% of the value of the Credits applied to your monthly electricity bill per month. This monthly amount is called the “**Subscription Price**”.
- Your dollar amount of your monthly fee may increase over the term of your contract due to variations in the Project’s output month to month.
- You would not be responsible for additional Project costs.
- At the end of the contract term, this contract shall end and you will have no further rights or obligations other than payment of sums due to us prior to the end of the term.

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- If you fail to make payments, we may terminate this contract, charge an Early Termination Fee and take steps to collect from you all unpaid payments and such Early Termination Fee.
 - If you move within your Utility's service territory, there is no fee to transfer your address.
 - You may transfer this agreement to anyone else in your Utility's service territory that is qualified to participate in this program and is approved by the Project Sponsor.
 - You may cancel this contract if you provide written notice of cancellation (1) within 3 Business Days following the Effective Date of the contract or (2) after the Effective Date, which cancellation then becomes effective 90 days after the date of such written notice.
- You are not entitled to the Renewable Energy Credits (RECs) associated with this Project. (See "Additional Program Information" section below for more information on RECs).
 - **Additional terms will apply and will be provided in subsequent disclosures and your contract.**

3. Additional Program Information

- The amount of Credits you receive will vary based on the output of your Project in any given month.
 - You will not receive any Credits until the Project begins generating.
 - You should choose a share that is roughly equal or below your electricity usage as any unused Credits will expire after 12 months.
 - If you move from your Utility's service territory, you will no longer be eligible to receive Credits associated with the Project.
- If your electricity supply is provided by a competitive electricity provider ("CEP") rather than the standard offer provider, your CEP must agree to participate in Net Energy Billing arrangements in order for you to participate in this program and, your CEP charges must be included in your Utility bill.
 - The Project you are participating in uses a renewable fuel or technology pursuant to Title 35-A §3210(2)(B-3) of Maine statute. All renewable generation have associated "Renewable energy credits" (RECs) that are credits or certificates that represent the renewable attributes of electric power that may be sold separately from the actual energy. Under the terms of this Agreement, you are not entitled to the RECs associated with your share of the energy from the Project. Therefore, you do not own the renewable attributes generated by the Project and your usage of the generation from the Project to offset your Utility bill is not considered "renewable."

4. Project Sponsor and Marketer (if applicable) Contact Information

In the event of any further questions on this Project, you may reach out to the following:

Project Sponsor Information

Syncarpha Solar CF II, LLC
250 West 57th Street, Suite 701
New York, New York 10107
CommunitySolar@Syncarpha.com
Phone: 888-55-SOLAR

Project Marketer Information (if applicable)

Please note that the Project Sponsor is not a public Utility, and its activities are not subject to the same regulation and oversight by the Maine Public Utility Commission (MPUC) as a public Utility. Please also note that any contract with Syncarpha Solar CF II, LLC will not replace your obligations as a customer of your Utility and any fees paid by you to Syncarpha Solar CF II, LLC are separate from payments and obligations you have as customers of the Utility.

If you have questions or want more information, see the renewable program information on the MPUC's website at <https://www.maine.gov/mpuc/electricity/renewables/>, MPUC Rule Chapter 313 (<http://www.maine.gov/sos/cec/rules/65/407/407c313.docx>) or call the MPUC at 1-800-452-4699.

SHARED FINANCIAL INTEREST CUSTOMER NET ENERGY BILLING AGREEMENT (the “Contract”)

DEFINITIONS

Project Sponsor	Syncarpha Solar CF II, LLC (the “ Project Sponsor ”) Address: 250 West 57 th St. New York, New York 10107 ATTN: Community Solar	Subscription Price	The price is eighty-five percent (85%) of the per-kWh value of the Customer’s Credit Allocation applied on your monthly Utility bill. The value of the Credits comprising your monthly Customer’s Credit Allocation is based on the Utility’s residential standard offer electricity rate (or your CEP’s electricity rate) plus all kwh delivery charges for the applicable period multiplied by Customer’s Credit Allocation (e.g., the number of Credits applied on the Customer’s Utility bill) for that period (the “ Subscription Price ”).
Effective Date:	_____	Project:	A solar photovoltaic generating project located in your Utility territory, Maine (the “ Project ”).
Customer:	Name on Utility Account: _____	Term of this Contract:	The Term of the Contract commences on the Effective Date and unless terminated earlier pursuant to the provisions set forth in the Contract, shall automatically end twenty (20) years after the Commercial Operation Date of the Project
Customer’s Percentage:	_____ %	Plain Language:	In this Contract, the words “you” and “your” apply to the Customer named above. The words “we”, “our” and “us” refer to the Project Sponsor named above. If the Project Sponsor assigns its rights in this Contract to a new owner of the Project, “we”, “our” and “us” will refer to such new owner.
Utility:	Central Maine Power Company	Capitalized Words:	Where a specific definition for a capitalized word or phrase is provided in this Contract (including in any Attachment or the Cover Sheet), it is intended that this definition will apply each time such capitalized word or phrase is used elsewhere in the Contract
Utility service address:	_____ _____	Billing Period:	Is the period of time (approximately thirty (30) days) over which (i) your home electricity usage is measured for billing purposes and (ii) output of electricity from the Project is metered by the Utility.
Utility account number:	_____	Late Payment:	A Late Payment is any payment not paid to us within twenty (20) days after the date of the applicable Invoice.

Customer's Credit Allocation	One kWh generates one Credit. The number of Credits allocated to Customer during each Billing Cycle is the Customer's Percentage of the output of the Project during such Billing Cycle expressed in kWhs (the "Customer's Credit Allocation").	Commercial Operation Date:	Means the date on which the Project is commercially operational and placed into service.

READ THE ENTIRE CONTRACT. This Summary is not meant to cover every provision in this Contract. Please read the entire Contract before you sign this Contract and Attachments. By signing this Contract, you acknowledge that you have been advised by the Project Sponsor of your right to obtain legal advice before signing this Contract and your right to cancel the Contract

LEGALLY BINDING CONTRACT. This Contract is a legally binding agreement regarding allocation and sale to you of your Customer's Percentage of the electricity output of our Facility. As related above, your Customer's Percentage will be set forth as Credits on your monthly Utility bill.

YOUR RIGHT TO CANCEL AFTER SIGNING

Pursuant to The Consumer Solicitation Sales Act (Cash Sales) 32 M.R.S. §§ 4661-4671, the Subscriber may cancel within three (3) business days following the Effective Date of this Contract by providing written notice to the Project Sponsor.

LIST OF ATTACHMENTS TO THIS

ATTACHMENT A: AUTHORIZATION FOR AUTOMATIC PAYMENTS FROM CHECKING

ATTACHMENT B: RELEVANT LINKS AND CONTACT INFORMATION

This **SHARED FINANCIAL INTEREST CUSTOMER NET ENERGY BILLING AGREEMENT** is made and entered into on the Effective Date (the “**Contract**”) by and between _____(the “**Customer**”) and Syncarpha Solar CF II, LLC (the “**Project Sponsor**”).

Purchase And Sale Of Credits.

Commencing on the Commercial Operation Date and continuing for the remainder of the Term, we (the Project Sponsor) will allocate and sell to you (the Customer) and you will purchase and accept from us, your Customer’s Credit Allocation generated by our Project during each Billing Cycle. Your Customer’s Credit Allocation is equal to your Customer Percentage multiplied by the kWhs generated by the Project during each Billing Cycle. Your Customer’s Credit Allocation is based on our analysis of your previous Utility billing information.

How are the Credits transferred to me? The Project Sponsor will ask the Utility to allocate Credits to your Utility Account each Billing Cycle, which will be equal in amount to your Customer’s Credit Allocation for that Billing Cycle.

Subscription Price You Pay to US.

Each Billing Cycle, we will charge you the Subscription Price for the Credits that are allocated to your Utility Account. This Subscription Price is eighty-five percent (85%) of the value of the Credits comprising your monthly Customer’s Credit Allocation. Such value is based on the Utility’s residential standard offer electricity rate (or your CEP’s electricity rate) and delivery charges for the applicable period multiplied by Customer’s Credit Allocation (e.g., the number of Credits applied on the Customer’s Utility bill) for that period.

Can the Subscription Price Change Month to Month?

The dollar amount of your Subscription Price may increase or decrease over the term of your Contract in concert with changes in the value of Credits. These changes may result from increases or decreases in the Utility’s residential standard offer electricity rate (or your CEP’s electricity rate) plus the kwh delivery charges year to year. The value of Credits may also change by reason of fluctuations in the aggregate kWhs output of the Project. The Project’s output of electricity typically varies

significantly depending upon the season, with greatest production during the summer months. The Project’s production of kWhs may also be reduced due to repair and maintenance services or to instructions given by your Utility under which generation of electricity must be curtailed or otherwise constrained.

How will you bill me? We will send you an invoice (the “**Invoice**”) each month that shows (1) your Customer’s Credit Allocation to your Utility Account during the prior month, (2) the Subscription Price payable by you to us, (3) any sales taxes or other charges imposed by any governmental authority on our sale to you of such Credits and (4) the total amount due from you to us. The total amount due on each Invoice, if applicable, is payable by you within twenty (20) days after the date of such Invoice. A Late Payment will incur a late fee (“**Late Fee**”) equal to 1.5% of the total amount due under our Invoice to you. This Late Fee is an administrative charge to compensate us for costs we incur as a result of late payments by you and is not an interest or finance charge.

Electronic invoices and other communication. Our monthly invoices and other communications and notifications are provided electronically and via e-mail through our online portal, currently located at www.syncarpha.solar. Any notice you are required to give under this Contract shall be made via e-mail through this online portal.

Your Payment to us and your other obligations? You agree to pay us the total amount due each month (as identified on the applicable monthly Invoice) either by credit card, with payment information entered in our online platform, or through the Automated Clearing House (ACH) in accordance with the terms set forth in our ACH payment authorization. To give us permission to set up automatic scheduled payments from your checking account, you will complete

the Authorization for Automatic Payments From Checking provided as **Attachment A** to this Contract and return this form to us. **Please note that we charge a 2% service fee for credit card transactions.**

You also agree to provide us with any energy billing and usage data with respect to your Utility Account (including copies of and/or access (electronic or other) to the invoices you receive from the Utility), as we reasonably request from time to time.

Finally, you agree to designate us (or other third parties we may designate) to the Utility or competitive electricity provider (also referred to in this Contract as a competitive supplier) as an authorized recipient of your energy billing and usage data during the Term. We agree that we will use this data solely in order to verify the expected allocation of Credits to your Utility Account by the Utility and the related preparation of our monthly Invoices.

Regular supply of electricity to your residence. You understand and agree that this is **not** a Contract to supply electricity to your residence and that in all events you must continue to maintain your retail electric supply and associated Utility Account during the Term. If you decide to purchase retail electric supply from a competitive supplier, you will be responsible to get your Utility and such competitive supplier to enroll you in a “consolidated Utility billing” so that amounts due to your competitive supplier for electricity are billed to you on your Utility’s invoice (this is a billing arrangement that all utilities are obligated to offer pursuant to Chapter 322 of the MPUC’s rules). If you do not enroll in consolidated Utility billing, the Utility will not apply the Credits towards amounts due by you to your competitive supplier.

Bills from the Utility. During the Term, you will continue to receive monthly bills from your Utility and your competitive supplier, if any. As mentioned above, the value of your

Customer's Credit Allocation applied to your Utility Account will be shown on your Utility bill. You still need to make payments to the Utility or to your competitive supplier, if any, of any amount that is not offset by your Customer's Credit Allocation applied to your Utility Account.

Information given to the Utility. You authorize us to provide to the Utility such information about your Utility Account as may be necessary for us, as the Project Sponsor, to: properly prepare and amend the documentation referenced above and ask Utility to allocate to your Utility Account the applicable monthly Customer's Credit Allocation from the Project.

Can we make a substitution to a different location or facility? After you sign this Contract, we may decide to relocate the Project or substitute for the Project a different solar electric generating Project under development or an existing operating Project under the ownership or control of the Project Sponsor or an affiliate of the Project Sponsor. We agree that any such relocated or substituted facility must be located in the same Utility Service Territory as the Project.

Ownership of our Project and its green attributes. This Contract does not include the sale of, or obligation to provide you with any ownership interest, right to, or title in, (1) our Project or any other facility which you may subscribe to, (2) any electricity, (3) any renewable energy credits ("RECs") generated by or attributable to the Project or any other facility which you may substitute to, or (4) any "Tax Attributes" such as any investment tax credits and any tax deductions or other benefits under the Internal Revenue Code or applicable Federal, state or local law available as a limitation, tax credits and accelerated and/or bonus depreciation).

Credit checks and credit reporting. You acknowledge that we will be screening your credit in connection with approving your application to participate in this Contract. Therefore, you have given us permission to check your credit report, credit score and

other credit files and records maintained by credit reporting bureaus and agencies at any time during the Term. We will keep this information confidential and will only use it solely for the purpose of checking your eligibility to participate in this Contract according to our credit qualification requirements; and answering questions others may ask regarding your credit (as allowed by law) and sharing your credit information with our lenders.

What if I move within the same service territory? If you decide to sell and/or move out of your home, terminate your lease, or otherwise relocate your residence, and this sale or relocation will change your Utility Account, you may be able to have the Utility allocate your monthly Customer's Credit Allocation to the Utility account at your new residence. This substitution can only happen if (i) you provide us with at least thirty (30) days' prior written notice indicating your intent to move, the date of your move, and the location of your new residence; (ii) your new residence is located within the same Utility Service Territory as identified on the Cover Sheet.; and (iii) you give us your new Utility account information in writing and provide any additional information to us that we reasonably request.

Provided the aforementioned conditions are met, your new Utility account will then become the "Utility Account" under this Contract, and we will file revised documents with the Utility in order to request the Utility to allocate your monthly Customer's Credit Allocation to this new Utility account. Please understand that we depend on the Utility to administer changes to your accounts. Therefore, thirty (30) days' notice may not be sufficient to ensure that new documentation can be submitted in time to transfer Credits from your old account to your new account without any Credits continuing to be allocated to your old account. If you change your residence and qualify to continue to receive Credits as explained above, you will be charged for and will be liable to pay any Invoice we give to you for any Credits actually allocated to your old Utility Account until the Utility

actually ceases allocating Credits to your old Utility account according to our instructions.

What if I move my residence outside my original service territory? If you decide to sell and/or move out of your home, terminate your lease, or otherwise relocate your residence, and your new residence is **not** located within the same Utility Service Territory as identified on the Cover Sheet, this Contract shall automatically terminate, provided that you will be charged for and will be liable to pay any Invoice we give to you for any Credits actually allocated to your old Utility Account until the Utility actually ceases allocating Credits to your old Utility account according to our instructions. You must inform us immediately of any such relocation in writing so that we may work with the Utility to end allocations to your old account. Your failure to notify us will be a default by you under this Contract.

Termination due to failure to meet credit "screens". As noted above, we will be evaluating your credit as part of the application process. Should we screen your credit after execution of this Contract and should your credit fail to meet our minimum thresholds and qualifications for this Contract, we may terminate this contract with no obligation on either party by providing notice to you.

Cancellation due to failure to provide us with confirmation of electric usage and Utility account. Confirmation of your Utility usage and account information is a key component for proper allocation of your Customer's Credit Allocation each month, and for ensuring that Credits are allocated to your account correctly and consistently. If you do not provide us with the necessary information and we are unable to confirm your electric Utility account information within thirty (30) days of execution of this contract, we may terminate this contract by providing notice to you. Your failure to confirm you usage and account information will be a default by you under this Contract.

Default and Termination due to

nonpayment and your failure to perform obligations. You shall be in default of this Contract if you: fail to make any payment when due and such failure continues for a period of twenty (20) days after the due date; or you shut off or terminate your Utility Account, sell and/or move out of your home, terminate your lease, or otherwise relocate your residence, and do not provide the prior written notice to us of these events; or fail to perform your material obligations under this Contract and such failure continues for a period of ten (10) days after you receive written notice from us. We may terminate this Contract in the event you are in default. If we exercise our right to terminate this Contract, we shall have the right to: charge and collect from you the Early Termination Amount of Two Hundred and Fifty Dollars (\$250); collect payment from you of any Late Payments or other amounts owed to us under this Contract prior to or after such termination and file revised documentation with the Utility that terminates the allocation of Credits to your Utility Account.

Termination by You with 90 Days' Notice. If you wish to terminate this Agreement before the end of the 20 year term you must provide written notice to us of your desired cancellation. Your request for cancellation will then take effect ninety (90) days after the date of your written notice. You will be responsible for paying for Credits allocated to you under this Contract during that 90 day period. After your 90 day cancellation period is complete, you will only be responsible for paying any unpaid credits allocated through that date. In some cases we may be able to remove you in less than 90 days at our sole discretion.

Negative credit reporting. If you are in default under this this Contract because you have not paid us undisputed amounts when due and such failure continues for a period of twenty (20) days, we may report such delinquencies to credit reporting agencies.

Assignment of this contract You may not assign this Contract without our prior written consent, which we may not unreasonably withhold or delay. We may, without your consent: assign, mortgage, or collaterally assign our interests in this Contract to any lender or similar person providing financing for our Project, our business or our affiliate's facilities or business; assign this Contract to our affiliate; or assign this Contract to any party that purchases the Project. Upon our delivery to you of written notice of an assignment under (2) or (3), you will have released us of all of our obligations and liabilities under this Agreement from and after the date of such notice.

NO WARRANTIES. WE BOTH ACKNOWLEDGE AND AGREE THAT THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY, OUTPUT OR PERFORMANCE OF THE PROJECT OR THE CREDITS DESCRIBED IN THIS CONTRACT, AND ANY SUCH REPRESENTATIONS AND WARRANTIES ARE EXPRESSLY DISCLAIMED BY EACH OF US AND WAIVED BY THE EACH OF US.

LIMITATION ON TYPES OF DAMAGES. NEITHER PROJECT SPONSOR OR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM A BREACH OF THE PROVISIONS OF THIS CONTRACT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

THIS CONTRACT IS OUR ENTIRE AGREEMENT. This Contract contains our entire agreement regarding the Project and the sale and purchase of Credits generated by the Project. There are no other contracts, agreements or documents between the Customer and the Project Sponsor, either written or oral, regarding the Project and the sale and purchase of Credits generated by the Project. You agree that all promotion materials, forms, advertising and disclosures to you prior to the Effective Date, whether in writing or made orally, have no force and effect between us and are completely replaced in all respects by this Contract. Any change to this Contract must be in writing and signed by both Customer and Project Sponsor. If any portion of this Contract is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

SIGNATURES AND ACKNOWLEDGEMENT

I have read this Contract and the Attachments in their entirety and I acknowledge that I have received a complete copy of this Contract and the Attachments.

Customers Name:

Signature:

Date: _____

Project Sponsor:

Signature:

Title _____

Date: _____

Note: as provided above, our execution of this Contract is conditional upon your meeting the minimum credit score requirements of this Project and confirmation of your past Utility usage and account information. We may terminate this agreement with no obligation to either party if you fail to meet our minimum credit score requirements or if we are unable to verify your electric usage and account information.

ATTACHMENT A

AUTHORIZATION FOR AUTOMATIC PAYMENTS FROM CHECKING

By signing this form, you authorize Syncarpha Solar CF II, LLC or one of our affiliates (collectively, "Syncarpha") to initiate electronic ACH debits to the bank account designated below.

The ACH debits will be made on the 15th of each month, or on the next business day, in an amount equal to the total amount due as identified on the applicable monthly Invoice. You agree that no prior-notification will be provided if the total payment is under \$250. If the amount due is more than that amount, or the payment date changes, you will receive notice from us at least 10 days prior to the payment being collected.

You understand that this authorization will remain in full force and effect until you notify Syncarpha Solar CF II, LLC or one of our affiliates by e-mail at

communitysolar@syncarpha.com, or by mail at

250 West 57th Street, Suite 701, New York, NY 10107, attention: Community Solar

that you wish to revoke this authorization. You understand that Syncarpha requires at least 7 days prior notice in order to cancel this authorization.

Please complete the information below:

Name: _____

Address: _____

City, State, Zip _____

Name on Account: _____
Bank Name: _____
Bank Account Number: _____
Bank Routing #: _____

SIGNATURE _____

DATE _____

NAME _____

ATTACHMENT B

Relevant Links and Contact Information

<https://www.maine.gov/mpuc/electricity/renewables/index.shtml>

https://www.maine.gov/mpuc/electricity/community_pilot.shtml

Maine Public Utilities Commission:

Phone:

Main Telephone Number: (207) 287-3831

TTY Relay: 1(800) 437-1220

FAX: (207) 287-1039