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UNITIL ENERGY SYSTEMS, INC.

**TARIFF FOR FIRM TRANSMISSION SERVICE AND
RELATED INTERCONNECTION**

**UNITIL ENERGY SYSTEMS, INC.
TARIFF FOR FIRM TRANSMISSION SERVICE AND
RELATED INTERCONNECTION
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TERMS AND CONDITIONS

1.0 General Purpose

The purpose of this Tariff is to provide firm transmission service over Unitil Energy Systems, Inc.'s ("the Company") electric utility system from a generator ("the Wheeling Customer") located within the Company's service territory, and to provide related interconnection terms and conditions. This service is provided to effectuate the delivery of energy to wholesale power purchasers other than the Company.

2.0 Definitions

The following terms, when used herein with the first letter capitalized, whether singular or shall have the following meanings:

2.1 Authorized Representative

The person designated to represent the Company or Wheeling Customer pursuant to Section 21.0 of this Tariff.

2.2 Facility

All of the Wheeling Customer's rights, titles and interests in the real and personal property at the Wheeling Customer's site, including appurtenances, essential for, or used in connection with, the production of electric energy.

2.3 Lender

Any institutional lender, including the trustee for any bondholders, providing a portion, not to exceed in the aggregate eighty-five percent, of the total original Project cost of the real or personal property located at the Wheeling Customer's site (including the cost of the land), including the original cost incurred to develop and finance the Project and to construct or fabricate such property at such site.

2.4 Project

The generating facility operated by the Wheeling Customer in the Company's service territory.

2.5 Party

Either the Company or the Wheeling Customer.

2.6 Point of Delivery

The point of attachment of the Wheeling Customer's facilities at the Project to the Company's system, generally at the 34.5 kV voltage level. Special arrangements may be required for attachments to the Company's system at lower voltages. Such arrangements shall be articulated in individual Service Agreements.

2.7 Point of Interconnection

The point of interconnection of the Company's electric utility system to the Public Service Company of New Hampshire system at the Garvins Falls metering point or at any other point reasonably agreed to by the Parties.

2.8 Prudent Utility Practice

Any of the practices, methods and acts which in the exercise of reasonable judgment in the light of the facts understood to exist by the person making a decision at the time, including but not limited to practices, methods and acts engaged in or approved by a significant portion of the electric utility industry, that would be expected to accomplish the desired result at a reasonable cost consistent with reliability, safety and expedition. In applying the standard of Prudent Utility Practice to any matter under this Tariff, equitable consideration shall be given to the respective circumstances, requirements and obligations of the Parties.

2.9 Uncontrollable Force

Any cause beyond the control of the Party affected and which, by the exercise of due diligence, the Party is unable to overcome, including but not restricted to an act of God, failure or threat of failure of facilities, flood, earthquake, fire, lightning, epidemic, war, explosion, holocaust, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, pestilence, act of a public enemy, civil or military authority, restraint by court order or public authority, inability to obtain or ship materials or equipment because of the effect of similar causes on suppliers or carriers, and action or inaction by or failure to obtain the necessary authorizations or approvals from any government authority.

3.0 Term

This Tariff shall become effective on the date established by the Federal Energy Regulatory Commission ("FERC") and shall continue in force until such termination date as may be accepted or authorized by FERC pursuant to 18 CFR 35. 15. Any Service Agreement hereunder, a form of which is included in Section 26.0, shall become effective upon mutual execution thereof by the Company and Wheeling Customer and shall continue in force until 30 years following the date of commencement of power sales by the Wheeling Customer unless further extended (or terminated earlier) by agreement of the Parties or until FERC approves a petition for termination by either Party.

4.0 Description of Transmission Service

Subject to the terms and conditions of this Tariff, the Company agrees to provide firm transmission service for the Wheeling Customer up to a level equal to the Contract Amount, as specified in the Service Agreement, from the specified Point of Delivery to the Point of

Interconnection. The Company's undertaking to provide transmission service shall not arise until the Wheeling Customer has complied with all conditions precedent to such obligation as set forth in Section 5.0 below and shall remain effective only so long as the Wheeling Customer continues such compliance. The Parties shall also have concluded and there shall be in full force and effect an executed Service Agreement.

4.1 Transmission capacity and the availability of firm transmission service hereunder shall be determined in the sole reasonable discretion of the Company. The Company may, in the exercise of Prudent Utility Practice, curtail or interrupt transmission service whenever the transmission capacity of its electric system is less than the actual loading thereof if full service were provided to the Wheeling Customer and such curtailment or interruption is necessary to preserve the reliability and continuity of the Company's electric service to its retail customers or to protect the property or safety of persons; provided that any such curtailment or interruption shall be of no greater scope and of no longer duration than required by the circumstances.

4.2 The Company makes no warranty to the Wheeling Customer concerning the availability of transmission service to be provided hereunder, but agrees to use its best efforts to make and keep such service available to the Wheeling Customer on as continuous a basis as is practically possible consistent with Prudent Utility Practice.

4.3 The Wheeling Customer shall be responsible for losses between the Point of Delivery and Point of Interconnection. The applicable transmission losses shall be determined by the Company in accordance with Prudent Utility Practice.

5.0 Conditions Precedent to Company Duty to Provide Transmission Service

Each of the following circumstances shall constitute a condition precedent to any duty of the Company to accept the Wheeling Customer's power for transmission hereunder.

5.1 Completion, Testing and Certification of Interconnection Facilities

Prior to the commencement by the Wheeling Customer of continuous interconnected operation under a Service Agreement, the following installations which shall constitute the Interconnection Facility between the Wheeling Customer's generating station and the Company's electric transmission system, shall be completed at the Wheeling Customer's expense and tested to the satisfaction of the Company:

5.1.1 The installation and ownership by the Wheeling Customer of an Interconnection Facility, as described in the Service Agreement as applicable, in accordance with drawings, plans and specification dated and marked final supplied by the Wheeling Customer to the Company, constructed in a good and workmanlike manner, duly tested at the site after completion and found to be in safe and reliable operating condition to the satisfaction of the Company in accordance with Prudent Utility Practice.

5.1.2 The installation and ownership by the Wheeling Customer of a Supervisory Control and Data Acquisition ("SCADA") remote terminal connected to the Company's SCADA system and its appropriate testing by the Wheeling Customer showing it to be in safe and reliable operating condition to the satisfaction of the Company in accordance with Prudent Utility Practice. The cost of the communications facilities required for such SCADA system shall be borne by the Wheeling Customer including any and all ongoing costs for operation and maintenance of such facilities, which costs shall be regularly paid for by the Wheeling Customer.

5.1.3 The installation and ownership by the Wheeling Customer of all necessary and appropriate station service supply and metering equipment in accordance with all applicable provisions of the Company's tariff, and the appropriate testing of such equipment by the Wheeling Customer showing it to be in safe and reliable operating condition to the satisfaction of the Company in accordance with Prudent Utility Practice.

5.1.4 The execution and delivery by the Wheeling Customer to the Company of its Certification in the following form:

CERTIFICATE

This will certify that the Wheeling Customer has completed the design and installation of the Interconnection Facility between its generating station and the electric public utility plant of Concord Electric Company at the Wheeling Customer's Project at _____, and the same has been tested and found to be in safe and reliable operating condition ready for commercial use in accordance with Prudent Utility Practice.

DATED: _____ SIGNED: _____

5.2 The Wheeling Customer shall have complied to the reasonable satisfaction of the Company with all requirements relating to the interconnection of the Project with the Company's electric utility system, including without limitation, the requirement that the Company make certain modifications to its system and install the equipment required for the Company to accept electric power from the Wheeling Customer at the Point of Delivery. Any such modifications and installation of equipment shall be at the Wheeling Customer's expense (including direct labor and materials and any taxes thereon, if any, required to be paid by the Company with respect to payments made by the Wheeling Customer pursuant to Section 118(b) of the Internal Revenue Code, as amended, and Section 824 of the Tax Reform Act of 1986). A description of such modifications and installation of equipment and an estimate of the cost thereof, shall be included as part of each Service Agreement.

In the event that at some future time the Company shall reasonably determine on its own initiative or upon a Wheeling Customer's request, that it is necessary to make modifications to the original interconnection, the Company may require payment of such modifications, and the Wheeling Customer shall pay such costs or expenses of such required modifications.

5.3 The Wheeling Customer shall remain in continuing compliance at all times with any revisions, modifications, or extensions of the standards for an adequate, safe and reliable interconnection between the Project and the Company's electric system as imposed or promulgated at any time by any public regulatory authority having jurisdiction, as may be required by Prudent Utility Practice, or as made effective by the Company, after reasonable written notice to the Wheeling Customer and for good cause.

6.0 Rates and Charges

The Wheeling Customer shall pay to the Company for transmission services hereunder a monthly customer charge as calculated in Appendix A and the appropriate demand charge(s) equal to the rate per kilowatt month as also calculated in Appendix A multiplied by the monthly billing demand. The monthly billing demand is defined as the greater of the Contract Amount as specified in the Service Agreement or the actual 60 minute kW demand during the month measured at the Point of Delivery.

7.0 Billing and Payment

Statements for services rendered or for materials and equipment hereunder shall be submitted promptly following the end of each month during the term hereof. All payments shown on any bill, except as provided hereinafter in this Section 7.0, shall be due in 30 days following the date postmarked on the bill (the "Due Date"). Amounts not paid prior to the Due Date shall bear interest at one and one-half percent (1 1/2%) per month from the Due Date to the date of payment. In the event the Wheeling Customer reasonably disputes the amount of any bill, the Wheeling Customer shall pay the undisputed portion of such bill and shall notify the Company of such dispute no later than fifteen days from the Due Date, indicating the amount of such bill subject to dispute and briefly describing the nature of such dispute. In such event, the Parties shall

use their best efforts to resolve such dispute within a reasonable period of time not to exceed sixty days from the date of such notice. In no circumstances shall interest be due, or shall interest be awarded to, the Company for the Wheeling Customer's failure to pay such disputed portion of any such bill prior to the end of such sixty day period.

8.0 Procedures Governing Shutdown of the Wheeling Customer's Generation

The following procedures shall be observed in the event of a shutdown of the Wheeling Customer's generation:

8.1 Shutdowns at Instance of the Wheeling Customer

If the Wheeling Customer shall wish to schedule a shutdown of its generating plant in advance, it shall notify the Company's Manager of Operations or Authorized Representative, by telephone at least fifteen minutes prior to the scheduled shutdown of the exact time planned for it and the reasons therefor. Such advance notice may be waived by the Company's Manager of Operations or Authorized Representative in any instance in which the Company's Manager of Operations or Authorized Representative shall deem that compliance with the notice period would serve no useful purpose for the Company, and shall so advise the Wheeling Customer.

8.1.1 In the event of an unscheduled emergency shutdown by the Wheeling Customer, it shall notify the Company as promptly as is reasonably possible by telephone notice given directly to the Company's Manager of Operations or an Authorized Representative as to the circumstance believed to have caused the shutdown, and subsequently shall confirm to the Company in writing its formal determination as to the reason for interruption. Such notice may be waived by the Company's Manager of Operations or Authorized Representative in any instance in which the Company's Manager of Operations or Authorized Representative shall deem that such notice would serve no useful purpose for the Company, and shall so advise the Wheeling Customer.

8.2 Shutdowns at Instance of the Company

In the event the Company reduces or curtails acceptance of electric power generated by the Wheeling Customer, the Company shall be subject to no liability for such interruption. In such a case, the Company shall notify the Wheeling Customer by telephone, in advance if feasible, of reasons for the shutdown, the time schedule for it to take place, and its expected duration. Such notice shall be given to the Wheeling Customer's Authorized Representative. The Company shall use its best efforts to resume acceptance of deliveries of electric power from the Wheeling Customer as quickly as possible.

8.2.1 In the event of a failure of the Wheeling Customer to provide accurate data through its tie to the Company's SCADA system at a time that the continuing inflow of the Wheeling Customer's energy into the Company's electrical system would reasonably impair or threaten to impair the effective operation of the Company's electric system, the Company shall have the right to require the Wheeling Customer to shut down its generation for the duration of such period, and the Company shall be subject to no liability in the event of such shutdown except to the extent the Wheeling Customer incurs damages as a result of the gross negligence of the Company.

8.2.2 If a curtailment or interruption of the acceptance by the Company of electric power generated by the Wheeling Customer is occasioned by emergency circumstances which do not permit advance notice, the Company shall notify the Wheeling Customer by telephone as promptly after the event as is reasonably possible under the circumstances of the reason for the shutdown and its expected duration, and the Company shall also subsequently confirm the same by its report in writing transmitted to the Wheeling Customer.

8.3 The Wheeling Customer shall afford the Company reasonable access upon prior written request of the Company to the high voltage disconnects at the Point of Interconnection, and the

Company shall have the right to open said disconnects whenever it is appropriate to do so pursuant to Section 8.2 above.

9.0 Procedures Governing Resumption of Delivery of Generation after Occasions of Interruption

On occasions when the delivery of the Wheeling Customer's generation has been interrupted and the Wheeling Customer then wishes to resume such interconnected operation, it shall give notice to the Company at least fifteen minutes in advance as to the time at which resumption of energy delivery is to take place by telephone notice to the Company's Manager of Operations, or an Authorized Representative, provided, however, that such advance notice may be waived by the Company's said Manager of Operations, or an Authorized Representative and the Wheeling Customer may institute an interconnection sequence without such prescribed advance notice in any instance in which the Company's said Manager of Operations or Authorized Representative shall deem that compliance with the notice period would serve no useful purpose for the Company, and shall so advise the Wheeling Customer.

9.1 In the event that the Wheeling Customer's generation shall have been previously disconnected or the meter has been locked out by the Company, the Company shall reconnect and/or reset the permissive relay so as to allow the Wheeling Customer to resume generation at the time previously scheduled by the Wheeling Customer in the telephone notice provided pursuant to Section 9.0. If technical conditions existing on the Company's system are such that it is not feasible in accordance with standards of Prudent Utility Practice for the Company to accept generation from the Wheeling Customer at the time proposed, the Company may decline to accept the Wheeling Customers' generation, but shall thereafter notify the Wheeling Customer by telephone as to the earliest time that it is able to accept generation from the Wheeling Customer and shall cooperate diligently to resume service to the Wheeling Customer under the Service Agreement at that time.

10.0 Maintenance of SCADA

As the owner of the SCADA remote terminal connected to the Company's SCADA system at the Wheeling Customer's site, the Wheeling Customer shall be responsible for all reasonable costs and expenses necessary to maintain it and its associated communications facilities in good operational order. The Company agrees to carry out required maintenance upon the said terminal and associated communications facilities from time to time, as it reasonably deems necessary or appropriate, with the understanding that the Wheeling Customer will reimburse it promptly against invoices duly submitted for such reasonable costs and expenses including reasonable overheads. So far as feasible, the Company shall notify the Wheeling Customer in advance of undertaking such maintenance as to the work expected to be done and its expected cost but an inadvertent failure by the Company to provide such notice in any particular case shall not excuse the Wheeling Customer from its obligation to reimburse the Company for its reasonable costs so incurred.

11.0 The Wheeling Customer's Responsibility for Protective Relays

The Interconnection Facility between the Wheeling Customers generating station and the Company's electrical system has been designed and constructed with mutually beneficial protective relay systems serving functions and meeting tolerances which have been agreed upon between the Parties and which are set forth in the Service Agreement. The Wheeling Customer shall be responsible for the maintenance and periodic testing of said relay systems in accordance with procedures and schedules acceptable to the Company. It is the Wheeling Customer's responsibility to insure that the protective relay systems are in service and functionally sound at all times.

12.0 The Wheeling Customer's Responsibility to Protect its System from Company's Automatic Reclosing Breaker

The Company's system equipment includes, among other items, a protective circuit breaker on its

high voltage supply line serving the Point of Interconnection which may have an automatic reclosing feature so designed that it recloses on a dead line approximately five seconds after having been tripped. The Wheeling Customer understands and agrees it is the responsibility of the Wheeling Customer to install and maintain an appropriate protective relay arrangement and other devices necessary to safeguard its own electrical apparatus and equipment from damage as a result of the opening and reclosing of the said reclosing breaker or any other protection system on the Company's system, and it agrees to release the Company and indemnify and hold it harmless from all damage, claim, or liability in any way resulting from such reclosing of the Company's said breaker.

13.0 The Wheeling Customer to Preserve Free Access for Company at the Interconnection Area

The Company shall be provided reasonable access upon reasonable prior request by the Company for line trucks and other essential work equipment to the area of the Wheeling Customer's high voltage interconnection equipment as well as to the Wheeling Customer's powerhouse for maintenance of the Wheeling Customer's SCADA terminal and to other facilities at the Project to permit reasonable maintenance, inspection and checking of the telemetering facilities.

14.0 Intercompany Operating Procedures

The Parties contemplate that from time to time it will be mutually advantageous that the Service Agreement shall be supplemented and implemented by written documents detailing operational or administrative procedures to be observed by either Party in carrying it out. Such documents shall be consistent with the underlying purposes and objectives of this Tariff. They shall be designated "Intercompany Operating Procedures," or "IOPs," and shall become effective when signed on behalf of each Party by its Authorized Representative.

14.1 All IOPs shall be numbered serially, be dated and shall bear a suitable caption. They shall be prepared on 8 1/2 X 11, three-ring punched paper suitable for storing in a notebook type binder and a cumulative table of contents type index shall be prepared and supplemented whenever a new IOP is issued.

14.2 Any duly promulgated IOP may be amended or withdrawn by due issuance of a new IOP; provided, however, that no such amendment shall impair the validity of any act or thing previously done by either Party in reliance upon it. At any time that either Party may so request in writing, the Parties agree that they will cooperate to review the provisions of any existing IOP with a view to its modification or amendment in order to carry out the underlying purposes and objectives of the Tariff and Service Agreement more fully.

15.0 Covenants re: Future Operations

The Wheeling Customer covenants and agrees to and with the Company that it will at all times operate and maintain its interconnection facility to the reasonable satisfaction of the Company.

16.0 Liability

16.1 Company's Liability with Respect to Provision of Service hereunder

The Company shall not be responsible in tort or contract to the Wheeling Customer for damages of any description whatsoever which may result from any interruption or failure of services or deficiency in the quality of service provided hereunder, except for damages which are a direct result of the Company's willful default or gross negligence. It is understood that the Wheeling Customer shall assume the risk of interruption, failure or deficiency in quality or quantity of service, and transmission losses to the same extent as if the Wheeling Customer were itself operating the Company's system for the purpose of transmitting energy.

16.2 Liability with Respect to Other Obligations

Neither Party hereto, nor its respective parents, subsidiaries, affiliates, agents, officers, directors, employees, successors or assigns, shall be liable directly or indirectly to the other or its respective parents, subsidiaries, affiliates, agents, officers, directors, employees, successors, assigns or customers for claims for incidental, indirect or consequential damages, whether based on breach of warranty (express or implied), contract, tort or otherwise, connected with or resulting from, directly or indirectly, performance or the failure to perform by either Party of any of its obligations under this Tariff and/or Service Agreement.

16.3 Insurance

Notwithstanding the foregoing, the Wheeling Customer covenants and agrees with the Company to maintain in full force and effect throughout the term of the Service Agreement, comprehensive general liability insurance with bodily injury and property damage limits of not less the minimum amounts specified in the Service Agreement and to provide and keep on file with the Company at all times, a certificate or certificates evidencing such coverage.

17.0 No Dedication of Facilities

No undertaking by the Company by execution of a Service Agreement hereunder shall be deemed to constitute a dedication of its system, or any portion thereof, to the public or to the requirements of the other Party, and all undertakings of each Party under said Service Agreement with respect to the other shall cease upon the termination of this Service Agreement.

18.0 Uncontrollable Force

Neither Party shall be considered to be in default in the performance of any of its obligations hereunder (other than obligations of the Party to pay monies under this Tariff and its Service Agreement) if the failure of performance shall be due to Uncontrollable Force. Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. A Party rendered unable to fulfill any of its obligation under this Tariff and/or Service Agreement by reason of Uncontrollable Force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

19.0 Assignment of Agreement

Except as specifically set forth in this Section 19.0, no assignment, pledge or other transfer of a Service Agreement may be made by either Party without prior written consent of the other Party, which consent shall not be unreasonably withheld. As a condition of the consent of the non-assigning Party, any person to whom an assignment, pledge, or other transfer is made may be required to demonstrate, to the reasonable satisfaction of such Party, that such person is capable of fulfilling the assigning Party's obligations under the Service Agreement.

The Service Agreement shall be binding upon and inure to the benefit of, and may be performed by, the successors and assigns of the Parties, except that no assignment, pledge or other transfer of the Service Agreement by either Party shall operate to release the assignor or transferor from any of its obligations under this Service Agreement unless: (1) consent to the release is given in writing by the other Party; (2) the other Party has also assigned, pledged or otherwise transferred its interest in this agreement to such assignee, pledgee or transferee; or (3) such transfer is incident to a merger or consolidation with, or transfer of all or substantially all of the asset of the transferor to another person or business entity which shall, as part of such succession assume all the obligations of the transferor under this Service Agreement.

Notwithstanding the foregoing, the Wheeling Customer shall have the right, in connection with the making of the loan, to assign, pledge or transfer, directly or indirectly, some or all of its rights and interests in this Service Agreement, or in or to the Facility, without the prior consent of the Company, to a Lender lending funds for the Facility; provided, however, that the Wheeling Customer, on or about the time of any such assignment, pledge or transfer, notifies the Company

in writing of the identity of such assignee, pledgee, or transferee. Without limiting the Wheeling Customer's rights under this paragraph, the Wheeling Customer, Lender, or any permitted assignee, pledgee or transferee of the Wheeling Customer or Lender, may additionally assign, pledge or otherwise transfer, directly or indirectly, some or all of such Party's rights and interests in this Service Agreement without the prior consent of the Company except to the extent explicitly provided for in the following conditions, provided that all of the following conditions are satisfied:

(i) the assignee, pledgee, or transferee, as the case may be, agrees in writing to assume all of the obligations of the Wheeling Customer arising under this Service Agreement which the assigning, pledging or transferring party has theretofore assumed;

(ii) the Wheeling Customer and all other parties which may be obligated to perform the Wheeling Customer's obligations arising under this Service Agreement demonstrate to the Company's reasonable satisfaction that the ability of the Wheeling Customer and all such other parties to satisfy the Wheeling Customer's obligations hereunder is not materially adversely affected by such assignment, pledge or transfer; or, in the alternative, the assignee, pledgee or transferee demonstrates to the Company's reasonable satisfaction that it is reasonably competent and qualified to perform all of the Wheeling Customer's obligations thereunder;

(iii) the assignee, pledgee or transferee, as the case may be, executes such agreements and instruments as may reasonably be required by the Company to demonstrate and secure the satisfaction of any of the above conditions.

20.0 Access to Information

The Wheeling Customer shall supply to the Company such technical and operating information and reports as the Company may reasonably request for the purpose of verifying all actions required of the Wheeling Customer hereunder or otherwise as reasonably deemed necessary or appropriate by the Company to ensure the safe, efficient and reliable operation of the electrical interconnection arrangements to be installed and maintained between the generating system of the Wheeling Customer and the electric system of the Company hereunder.

21.0 Authorized Representatives

Each Party shall designate one or more persons as its Authorized Representative, who is designated to act in carrying out the provisions of the Tariff and Service Agreement. Each Party shall designate its Authorized Representative(s) in the Service Agreement. Each Party shall promptly notify the other Party of any subsequent changes in such designation in writing. Authorized Representatives shall have no explicit authority to modify, amend, or supplement any of the provisions of the Tariff or Service Agreement.

22.0 Power Factor

The Wheeling Customer agrees to control the generator's reactive power ("Var") output for the purpose of supplying reactive losses on the interconnection step-up transformer, and to assist in the control of voltages on the Company's electrical system. The control of voltages on the Company's electrical system shall be performed under the direction of the Company's dispatcher. Typical controlled voltage limits of a remote Company bus are 0.95 to 1.05 per unit voltage. The combined Var dispatch for supplying the step-up transformer reactive losses and control of voltages on the Company's system will be within the design capability of the Facility and will not result in undue economic burden on the Wheeling Customer.

23.0 Regulation and Interpretation

The interpretation and performance of this Tariff and any Service Agreement executed thereunder, shall be in accordance with and shall be controlled by the Federal Power Act and regulations and orders of FERC thereunder and, to the extent not controlled thereby, the laws of the State of New Hampshire.

24.0 Miscellaneous Provisions

24.1 Time shall be deemed to be of the essence with reference to all provisions of this Tariff and executed Service Agreements hereunder.

24.2 A Service Agreement may be amended only by a written instrument duly executed by the Parties hereto and making express reference hereto.

24.3 A Service Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

24.4 The captions and headings appearing in this Tariff or in a Service Agreement are inserted merely to facilitate reference and shall have no bearing upon the interpretation on any of the terms and provisions thereof.

24.5 In the event that any of the terms, covenants or condition of this Tariff or any Service Agreement, or the application of any of such terms, covenants or conditions, shall be held invalid as to any person, Party or entity, by any court have jurisdiction in the premises, the remainder of this Tariff or said Service Agreement, and any such person, Party or entity shall not be affected thereby.

24.6 Any waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with a Service Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

24.7 Notwithstanding the availability of other remedies at law or in equity, either Party hereto shall be entitled to specific performance to remedy a breach of the Service Agreement by the other Party.

25.0 Rate Changes

Nothing contained herein shall be construed as affecting in any way the right of the Company to unilaterally make application to the FERC for a change in rates or in any other provision of this Tariff or Service Agreement hereunder under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

Similarly, nothing contained herein shall be construed as affecting in any way the right of the Wheeling Customer to file a complaint under Section 206 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder.

26.0 Form of Service Agreement

SERVICE AGREEMENT

This Service Agreement, effective as of _____, is entered into by and between Unitil Energy Systems, Inc. (“the Company”) and _____ (“the Wheeling Customer”). The Company agrees to provide and the Wheeling Customer agrees to purchase, firm transmission service over the Company’s electric utility system for the Contract Amount as defined below, from _____ (“Point of Delivery”) to _____ (“Point of Interconnection”) pursuant to the terms and conditions of the Company’s FERC Electric Tariff, Original Volume No. 1 (“the Tariff”). The Parties also agree to the related interconnection provisions of the Tariff.

(For entities who prior to approval of this Tariff, had effective agreements for firm transmission service with the Company):

The Contract Amount for each month shall be _____ kW, which is the maximum output by the Project.

(For new entities):

Prior to the first anniversary of the date of commercial operation, the Contract Amount for each month shall be _____ kW, the maximum capacity to be transmitted from the Point of Delivery to the Point of Interconnection for such month to purchasers other than the Company. After the first anniversary of commercial operation and for the balance of the term of this Service Agreement, the Contract Amount shall be the amount specified by _____ (“the Wheeling Customer”) in writing to the Company, not less than one month prior to such anniversary date, which shall represent the maximum capacity in kilowatts required to transmit the capacity of the Facility which is not being sold to the Company. This provision is not intended to limit any rights which _____ (“the Wheeling Customer”) may have as a “Qualifying Facility”, as defined in the Public Utilities Regulatory Policies Act of 1978, under state or federal law to require the Company to provide transmission services.

(For new entities):

Attached to this Service Agreement are descriptions of the required modifications to the system of the Company and estimated cost thereof and of the interconnection facilities required for the Company to accept electric power from the Wheeling Customer at the Point of Delivery. The Wheeling Customer agrees that the estimated cost is non-binding and, that the Wheeling Customer will be billed for the actual cost of such modifications, as in accordance with the Tariff. Pursuant to Section 16.1 of the Tariff, the Wheeling Customer covenants and agrees with the Company to maintain in full force and effect throughout the term of the Service Agreement, comprehensive general liability insurance with bodily injury and property damage limits of not less \$ _____, and to provide and keep on file with the Company at all times, a certificate or certificates evidencing such coverage.

Other Provisions: “To be determined with each individual Service Agreement”.

Any notice, demand, or request to be given or served under this Service Agreement or in connection with it will be sufficient if served in writing and delivered in person or mailed by

registered mail, return receipt requested, to the other Party's Authorized Representative specified below at the following addresses:

Stewart E. Aither

"Authorized Representative"

Senior Vice President
 Unutil Energy Systems, Inc.
 216 Epping Road
 Exeter, NH 03833

"Wheeling Customer"

The signatories hereto represent that they have been appropriately authorized to enter into this Service Agreement on behalf of the Party for whom they sign.

IN WITNESS HEREOF, the parties have caused this Service Agreement to be executed by their respective authorized officials.

Date: _____

Unutil Energy Systems, Inc.

By: _____

Title: _____

("Wheeling Customer")

Date: _____

By:

Title:

Appendix A

UNITIL ENERGY SYSTEMS, INC.

Firm Transmission Service Rate Summary

	Annual	Monthly
	Rates	Rates
Customer Charge	\$1,367.92	\$113.99
For Transmission Service at 34.5 kV:		
Network (\$/kW)	\$1.74	\$0.14
34.5 kV System (\$/kW)	<u>\$2.00</u>	<u>\$0.17</u>
	\$3.73	\$0.31
For Transmission Service at 13.8 kV:		
Network (\$/kW)	\$1.74	\$0.14
34.5 kV system (\$/kW)	\$2.00	\$0.17
13.8 kV System (\$/kW)	<u>\$14.41</u>	<u>\$1.20</u>
	\$18.15	\$1.51