

Unitil Energy Systems, Inc. as of 11/09/2010

Electric TCS and MBR

UES Market Based Rate Tariff

Effective Date: 08/30/2010
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10/12/2010

Status: Effective

Order Date:

UES Market Based Rate Tariff, 1.0.0 A

**WHOLESALE MARKET-BASED RATE TARIFF
OF
UNITIL ENERGY SYSTEMS, INC.**

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OF
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1. Availability: Unitil Energy Systems, Inc. (“UES”) makes electric energy, capacity and ancillary services available under this Tariff for wholesale sales to any purchaser with whom UES has contracted. Ancillary services are made available only in the markets administered by the ISO New England, Inc. and New York Independent System Operator, Inc.

New York: UES offers regulation and frequency response service (load-following), and operating reserve service (which include 10-minute non-synchronous, 30-minute operating reserves, 10-minute spinning reserves, and 10-minute non-spinning reserves) for sale to purchasers in the market administered by the New York Independent System Operator, Inc.

New England: UES offers regulation and frequency response service (automatic generator control), operating reserve service (which includes 10-minute spinning reserve, 10-minute non-spinning reserve, and 30-minute operating reserve service) to purchasers within the markets administered by the ISO New England, Inc.

2. Applicability: This Tariff is applicable to all wholesale sales of electric capacity, electric energy, and ancillary services, not otherwise subject to a particular tariff of UES.

3. Rates: All sales shall be made at rates established by agreement between the Buyer and UES.

4. Other Terms and Conditions: All other terms and conditions of sale shall be established by agreement between the Buyer and UES.

5. Effective Date: This Tariff is effective on and after December 10, 2004.

6. Revisions to the Tariff: UES may file revisions to this Tariff by notifying Buyer in writing and by unilaterally making the appropriate filing with the Commission pursuant to the provisions of Section 205 of the Federal Power Act; provided, however, that such revision shall not affect the rates, terms and conditions of transactions entered into prior to the date of such revision, unless otherwise agreed by the parties.

7. Filing and Reporting Requirements: UES will comply with the current Commission

policies and regulations for the filing and/or reporting of Service Agreements and transactions pursuant to the Tariff.

8. Compliance with Commission Regulations: UES shall comply with the provisions of 18 CFR Part 35, Subpart H, as applicable, and with any conditions the Commission imposes in its orders concerning UES' market-based rate authority, including orders in which the Commission authorizes UES to engage in affiliate sales under this Tariff or otherwise restricts or limits UES' market-based rate authority. Failure to comply with the applicable provisions of 18 CFR Part 35, Subpart H, and with any orders of the Commission concerning UES' market-based rate authority, will constitute a violation of this Tariff.

9. Limitations and Exemptions Regarding Market-Based Rate Authority: UES has not been found to have any limitations on its market-based rate authority in a particular region. UES has received the following waivers and authorizations: (1) waiver of the filing requirements of Subparts B and C of Part 35 of the Commission's regulations, except Sections 35.12(a), 35.13(b), 35.15, and 35.16; (2) waiver of the accounting, reporting, and other requirements of Parts 41, 101 and 141 of the Commission's regulations; and (3) blanket authorization for issuances of securities or assumptions of liabilities pursuant to Part 34 of the Commission's regulations. See *Unitil Energy Systems, Inc.*, 110 FERC ¶ 61,089 (2005).

10. Seller Category: Seller is a Category 1 seller, as defined in 18 C.F.R. § 35.36(a).

FORM OF SERVICE AGREEMENT

This Service Agreement dated as of _____ is entered into by Unitil Energy Systems, Inc. (“the Seller”) and _____ (“the Buyer”). Seller may provide and Buyer may purchase service under Seller’s Tariff. Terms and conditions for service shall be set forth in a Master Power Purchase and Sale Agreement (“Master Agreement”) and the Master Agreement shall be executed by Seller and Buyer.

The Seller and the Buyer both understand that transactions under this Tariff are purely voluntary and will be entered into only if mutually beneficial and agreeable to both parties. Any notice, demand or request provided for in this Tariff shall be deemed to be properly given or made if set forth in writing and delivered or sent by first class mail postage prepaid:

To the Seller:

To the Buyer:

Unitil Energy Systems, Inc.
6 Liberty Lane West
Hampton, NH 03842-1720

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

Unitil Energy Systems, Inc.

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____