

Attachment A: Pro Forma
Wholesale Distribution Service Agreement

This Wholesale Distribution Service Agreement (“Service Agreement”), dated as of _____ (“Effective Date”) is entered into, by and between Fitchburg Gas and Electric Light Company d/b/a/ Unitil, a Massachusetts corporation with a principal place of business at 357 Electric Avenue, Lunenburg, MA 01462 (hereinafter referred to as the “Company”), and _____, a _____ corporation with a principal place of business at _____ (“Customer”). (Company and Customer may be referred to individually as “Party” or collectively as “Parties.”).

WHEREAS, Company owns and operates an electric transmission and distribution system in a franchised service area in Massachusetts;

WHEREAS, Company uses that system to provide retail electric delivery service pursuant to tariffs on file with the Massachusetts Department of Public Utilities (“MDPU”), or wholesale electric distribution service under its Wholesale Distribution Tariff (“WDT”);

WHEREAS, ISO New England Inc. (“ISO-NE”) exercises operational control over transmission facilities in Massachusetts in accordance with the ISO-NE Open Access Transmission Tariff and administers markets for the sale and purchase of electric capacity, energy, and ancillary services;

WHEREAS, Customer owns and operates an “Energy Storage System” (“ESS”) at its premises located at _____ in accordance with an Interconnection Service Agreement with Company;

WHEREAS, Customer has requested that Company deliver energy from an electric transmission substation (“Substation”) to the Customer for wholesale charging purposes;

WHEREAS, Company agrees to provide that delivery service (“Wholesale Distribution Service” or “WDS”) in accordance with the terms and conditions of this agreement and the provisions of its WDT;

NOW THEREFORE, in consideration of the premises and mutual promises stated herein, Company and Customer agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 Incorporation by Reference

Except as is otherwise expressly provided herein, this Service Agreement incorporates by reference the terms and conditions of Company's General Delivery Service rates, Terms and Conditions for Distribution Service (M.D.P.U. No. 437), Standards for Interconnection of Distributed Generation (M.D.P.U. No. 452), and WDT as such tariffs may be amended or superseded from time to time. In the event of any conflict between the terms of this Service Agreement and those of such tariff, the terms of this Service Agreement shall govern with respect to matters provided herein.

1.2 Term

This Agreement is effective as of the Effective Date and shall remain in effect until Customer permanently discontinues wholesale energy and other wholesale market transactions through the ISO-NE-administered wholesale markets or until this Agreement is terminated (i) in accordance with its terms, (ii) by mutual agreement of the Parties, (iii) or by an order of the Federal Energy Regulatory Commission ("FERC").

ARTICLE II

CUSTOMER OBLIGATIONS

2.1 Creditworthiness

In accordance with Section 4.0 of the WDT, for the purpose of determining the ability of the Customer to meet its obligations related to service hereunder, the Company may require credit review procedures consistent with the ISO-NE Tariff, Schedule 21-FG&E, Local Service Schedule, Attachment L, Creditworthiness Policy.

2.2 Billing and Payments

Customer shall pay to Company all charges assessed to Customer under the WDT.

2.2.1 Billing Procedure: In accordance with Section 8.1 of the WDT, bills will be rendered once each billing period, defined as the time period between two consecutive monthly meter readings or estimates of such monthly meter readings. The standard billing period is thirty (30) days. In the event that a period between bills is less than twenty-six (26) days or more than thirty-four (34) days, billing will be prorated by the Company to reflect a thirty (30) day billing period. The invoice shall be paid by the Customer within twenty-five (25) days of receipt. If delivery is through more than one meter, the Monthly WDS Charge for service through each meter shall be computed separately under this rate, except at the Company's option.

2.2.2 Interest on Unpaid Balances: In accordance with Section 8.2 of the WDT, interest on any unpaid amounts (including amounts placed in escrow) shall be calculated in accordance with the methodology specified for interest on refunds in FERC's regulations at 18 C.F.R. § 35.19a(a)(2)(iii). Interest on delinquent amounts shall be calculated from the due date of the bill to the date of payment. When payments are made by mail, bills shall be considered as having been paid on the date of receipt by the Company.

2.2.3 Customer Default: In accordance with Section 8.3 and 8.4 of the WDT, in the event the Customer failed, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described in Section 2.2.1 above, and such failure of payment is not corrected within thirty (30) calendar days after the Company notifies the Customer to cure such failure, a default by the Customer shall be deemed to exist. Upon the occurrence of a default, the Company may initiate a proceeding with FERC to terminate service but shall not terminate service until FERC so accepts any such termination request. In the event of a billing dispute between the Company and the Customer, the Company will continue to provide service under the WDT as long as the Customer (i) continues to make all payments not in dispute, and (ii) pays into an independent escrow account (established in accordance with a mutually agreed upon escrow agreement) the portion of the invoice in dispute, pending resolution of such dispute. If the Customer fails to meet these two requirements for continuation of service, then the Company may provide notice to the Customer of its intention to suspend service in sixty (60) days, in accordance with FERC policy. Upon final resolution of the dispute, in accordance with procedures set forth in Section 12 of the WDT, if a refund is due to either Party, the Company or the Customer, as appropriate, shall make such refund in accordance with Section 2.2.2 and within ten (10) business days of such resolution.

2.3 Representations and Warranties

The Customer represents and warrants that the information in the Customer Information Form is correct. The Customer will promptly inform Company of any changes in such information.

ARTICLE III MISCELLANEOUS

3.1 Resolution of Disputes

In accordance with Section 12.1 of the WDT, any dispute between a Customer and the Company involving WDS under the WDT (excluding applications for service terminations under the WDT or rate changes or other changes to the WDT, or to any Service Agreement entered into under the WDT, which shall be presented directly to FERC for resolution) shall be referred to a designated senior representative of the Company and a senior representative of the Customer for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within thirty (30) days by mutual agreement, such dispute shall be submitted to arbitration and resolved in accordance with the arbitration procedures set forth in Section 12.0 of the WDT.

3.2 Notices

In accordance with Section 19.1 of the WDT, any notice, request, demand or statement required to be given by either Party to the other in connection with the WDT or a WDSA shall be given in writing and shall be sent by email (read receipt requested), registered or certified mail (return receipt requested and postage prepaid), by hand delivery, or by overnight delivery, with acknowledged receipt of delivery. Notice shall be deemed given at the date of acceptance or refusal of acceptance shown on such receipt.

Any notice, request or demand pertaining to matters of an operating nature, which matters do not include requests for additional WDS or modified WDS under the WDT or the WDSA, may be served in person or by United States mail, messenger, telephone, email, or orally, as circumstances dictate, to the person designated in writing by the Party as its representative for such purposes as identified below; provided that should the same not be written, confirmation thereof shall be made in writing as soon as reasonably practicable thereafter, upon request of the Party being served.

To Company:

Fitchburg Gas and Electric Light Company d/b/a/ Unutil

Attention: _____

Phone No.: _____

Email: _____

To Customer:

Attention: _____

Phone No.: _____

Email: _____

3.3 Amendments

Notwithstanding any provision of this Service Agreement, Company may, unilaterally and at any time, propose and file with FERC changes to the rates, terms, and conditions of its WDT. Such amendment or modification will become effective with respect to service pursuant to this Service Agreement on the date specified by FERC.

3.4 Prior Agreements Superseded

This Service Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof, supersedes any and all previous understandings between the Parties with respect to the subject matter hereof, and binds and inures to the benefit of the parties, their successors and permitted assigns.

3.5 Waiver and Modification

No modification or waiver of all or any part of this Service Agreement will be valid unless in writing and signed by the Parties hereto. Any waiver will be effective only for the particular event for which it is issued and will not be deemed a waiver with respect to any subsequent performance, default, or matter.

3.6 Applicable Law and Forum

Interpretation and performance of this Service Agreement will be in accordance with, and will be controlled by, the laws of Commonwealth of Massachusetts except its conflict of laws provisions to the extent they would require the application of the laws of any other jurisdiction. Customer irrevocably consents that any legal action or proceeding arising under or relating to this Service Agreement will be brought in a court of the Commonwealth of Massachusetts or a federal court of the United States of America located in the Commonwealth of Massachusetts. Customer irrevocably waives any objection that it may now or in the future have to the Commonwealth of Massachusetts as the proper and exclusive forum for any legal action or proceeding arising under or relating to this Service Agreement.

3.7 Severability

If one or more provisions herein will be invalid, illegal, or unenforceable in any respect it will be given effect to the extent permitted by applicable law, and such invalidity, illegality, or unenforceability will not affect the validity of the other provisions of this Service Agreement.

3.8 Agency

This Service Agreement is not intended, and will not be construed, to create any association, joint venture, agency relationship, or partnership between Company and Customer or to impose any such obligation or liability upon Company.

3.9 Not for the Benefit of Non-Parties

This Service Agreement is for the benefit of Customer and Company and is not for the benefit of third parties.

3.10 Assignment

No assignment by either Party of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party in each case being obtained, which consent shall not be unreasonably withheld or delayed, except that the WDSA may be assigned without such consent to an affiliate or successor of either Party, or to a person acquiring all or a controlling interest in the business assets of such Party. No assignment or transfer of rights shall relieve the assigning Party from full liability and financial responsibility for performance unless both the assignee or transferee and the other Party have so consented in writing, said consent not to be unreasonably withheld.

IN WITNESS WHEREOF, Company and Customer have executed this Service Agreement as of the date first written above.

COMPANY: Fitchburg Gas and Electric Light Company d/b/a Unitil

By: _____

Name: _____

Title: _____

CUSTOMER: _____

By: _____

Name: _____

Title: _____

CUSTOMER INFORMATION FORM
WHOLESALE DISTRIBUTION SERVICE AGREEMENT

Customer Name: _____

DBA Name: _____

Street Address: _____

Town/City: _____

State: _____ Zip Code + 4: _____ Room: _____

Telephone Number: _____ Fax No.: _____

Address of Customer's Energy Storage System:

Street Address: _____

Town/City: _____

State: _____ Zip Code + 4: _____ Room: _____

Customer Contact Personnel (Name and Telephone Number)

Customer's Email Address _____

1. Substation: _____

Distribution Facilities to which Energy Storage Resource is connected (primary or secondary):

Has the Customer previously submitted an Interconnection Application? ☐ Yes ☐ No

If so, please provide the application number or a description of the Interconnection Application:

Does the Customer have an existing Interconnection Service Agreement? ☐ Yes ☐ No

If so, please provide a description of the Interconnection Service Agreement:
