

Unitil Power Corp. as of 11/09/2010

Electric TCS and MBR

UPC Market Based Rate Tariff

Effective Date: 08/31/2010

Status:

Effective

FERC Docket: ER10-02494-000 58

FERC Order: DLO

Order Date:

11/01/2010

MBR tariff, UPC Market Based Rate Tariff, 1.0.0 A

**WHOLESALE MARKET-BASED RATE TARIFF OF  
UNITIL POWER CORP.**

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OF  
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1. **Availability:** Unitil Power Corp. (“Unitil Power”) makes electric energy and capacity available under this Tariff for wholesale sales to any purchaser with whom Unitil Power has contracted. Unitil Power also makes available under this Tariff: (a) regulation and frequency response service (automatic generator control), and 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. (“ISO-NE”); and (b) regulation and frequency response service, 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. (“NY ISO”).
2. **Applicability:** This Tariff is applicable to all wholesale sales of electric capacity, electric energy, the ancillary services specified herein, not otherwise subject to a particular tariff of Unitil Power.
3. **Rates:** All sales shall be made at rates established by agreement between the Buyer and Unitil Power.
4. **Other Terms and Conditions:** All other terms and conditions of sale shall be established by agreement between the Buyer and Unitil Power.
5. **Effective Date:** This Tariff is effective on and after March 22, 2002.
6. **Revisions to the Tariff:** Unitil Power 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: Unitil Power 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: Unitil Power 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 Unitil Power's market-based rate authority, including orders in which the Commission authorizes Unitil Power to engage in affiliate sales under this Tariff or otherwise restricts or limits Unitil Power's 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 Unitil Power's market-based rate authority, will constitute a violation of this Tariff.

9. Limitations and Exemptions Regarding Market-Based Rate Authority: Not applicable.

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 Power Corp. (“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 Power Corp.

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 Power Corp.

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_