DE 12-003 – Unitil Energy Systems, Inc.

Default Service RFP
Bid Evaluation Report

Large Customers (100%): November 1, 2012– May 31, 2012
Small Customers (25%): November 1, 2012 – April 30, 2013
Small Customers (75%): May 1, 2013 – May 31, 2013

RFP Issue Date: August 7, 2012

REDACTED VERSION

Filing Date: September 14, 2012

Unitil Energy Systems, Inc. (“UES”)
Default Service RFP
Bid Evaluation Report

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Unitil Energy Systems, Inc.
Bid Evaluation Report

Introduction

On Tuesday August 7, 2012 UES announced that its Request for Proposals ("RFP") for Default Service ("DS") supplies for the period beginning November 1, 2012 was available. In accordance with UES's DS supply proposal as approved by the Commission in Order No. 25,397 ("the Order"), UES issued this RFP to obtain fixed monthly price offers to supply twenty-five percent (25%) of the small and medium customer groups for the six-month period beginning November 1, 2012 and seventh-five percent (75%) of the small and medium customer groups for the one-month period beginning May 1, 2013. In addition, UES also sought variable monthly prices to supply one-hundred percent (100%) of the G1, or large customer default service group, for a seven-month period beginning November 1, 2012. The RFP sought monthly adders (which would be fixed for the month, but could vary by month) that would be added to the real-time locational marginal price to determine the wholesale cost.

The RFP document issued on August 7, 2012, was consistent in form and substance to the prior RFP issued by UES on May 8, 2012 with the exception of changes approved by the Commission. Shortly after issuance, UES filed with the Commission a redlined version of the current RFP, marked to show changes from the RFP issued on May 8, 2012. A copy of the RFP documents issued to the market on August 7, 2012, including the Proposal Submission Form, the proposed Power Supply Agreement ("PSA"), and the proposed PSA Amendment are attached to the petition as Schedule TMB-2.

UES received an adequate response to this RFP, receiving bids from capable suppliers who competed to serve the load requirements. UES awarded the seven-month large customer (G1) default service requirement to Constellation Energy Commodities Group, Inc. ("Constellation"). The winner of the seven-month small and medium customer (Non-G1) default service requirements was H.Q. Energy Services (U.S.), Inc. ("HQUS").

In UES's opinion, these suppliers offered the best overall value for the service requirements. The default service power supply prices obtained by UES are the result of a competitive solicitation and are reflective of current market conditions. This Bid Evaluation Report ("Report") describes UES's solicitation process and its selection of the winning bidders.

UES's comparison of bids, which is confidential and for which UES seeks protective treatment as described in the cover letter and motion for protective treatment accompanying this filing, is attached as Tab A to this Report. Details of the market response, including bid prices, and certain non-price considerations and selection rationale, are included in the Tab A materials.

Solicitation Process

UES accomplished market notification of the RFP by announcing its availability electronically to all participants in NEPOOL, in particular, to the members of the NEPOOL Markets Committee and NEPOOL Participants Committee on Tuesday August 7, 2012. UES also announced the issuance of the RFP to a list of contacts from energy companies who have previously expressed interest in receiving copies of UES's solicitations. During the process of soliciting interest in the RFP, the list was updated as appropriate. The list includes individuals representing 29 separate power suppliers who were provided with the announcement; this count does not include other distribution companies, consultants or brokers (unless working on behalf of a named client who might participate), or members of public agencies. In addition, UES issued a media advisory to the power markets trade press announcing the issuance of the RFP.

The RFP documents and accompanying data files were provided to interested parties using Unitil Corporation's website (www.unitil.net/rfp), under "Current Procurement" for UES (please note, those documents can now be found under the "Concluded Procurements" section). The RFP described the particulars of UES's DS, the related customer-switching rules, the form of power service sought, and the evaluation criteria. The RFP documents included a Proposal Submission Form, a proposed PSA, a proposed PSA Amendment for use by existing suppliers and various data files.

To gain the greatest level of market interest in supplying the loads, UES endeavored to provide potential bidders with appropriate and accessible information. Along with the RFP, UES provided potential bidders with historical hourly loads and daily capacity tag values for UES's DS customers for the period from January 1, 2009 through July 2012. UES also provided an Excel spreadsheet containing historic retail monthly sales and customers reports from May 2003 through July 2012. The monthly reports detail by customer rate class the monthly retail billed kWh sales and the number of customers receiving DS and competitive generation supply.

The RFP directed potential suppliers to the class average load shape (8760 hours) data located on Unitil Corporation's RFP website and provided distribution loss factors associated with each rate class. Data on large customer characteristics and migration activity was also provided. The data included a generic listing of all G1 customers showing each customer's annual energy consumption, peak demand and ICAP tag for the capacity year starting June 1, 2012, each customer's current supply type (default service or competitive generation), date of last transaction and meter read billing cycle. This file was updated prior to final bidding to provide 2011 annual energy consumption 2011 peak demand and ICAP tag for the capacity year beginning June 1, 2012. Lastly, UES provided estimated monthly volumes expected to be purchased under default service for the term during which service was sought. As described in the RFP, UES used these estimated monthly loads to evaluate and weight competing bids in terms of price. In the RFP, UES refers to these estimated loads as the "evaluation loads." The RFP makes clear that the supplier's obligation is for actual loads and is not in any way limited by the RFP's use of the evaluation loads.

Throughout the solicitation, UES contacted potential bidders, responded to bidder questions, researched bidder qualifications and actively participated in maintaining bidder interest through regular telephone and electronic communications. UES did not discriminate in favor of or against any individual potential supplier who expressed interest in the solicitation, but endeavored to assist each interested bidder in their understanding of the transaction sought via the solicitation.

On Tuesday, August 28, 2012, UES received proposals from respondents that included detailed background information on the bidding entity, proposed changes to the contract terms and indicative pricing. UES reviewed the proposals and worked with the bidders to establish and evaluate their creditworthiness, their extension of adequate credit to UES to facilitate the transaction, their capability of performing the terms of the PSA in a reliable manner and their willingness to enter into contractual terms acceptable to UES. UES negotiated with all potential suppliers who submitted proposals to obtain the most favorable contract terms. All bidders were invited to submit final bids.

On Tuesday, September 11, 2012, UES received final pricing from bidders and conducted its evaluation. UES selected and notified Constellation that they were the winner of the large default service requirement and HQUS that they were the winner of the small and medium default service requirements. All other bidders were notified that they were not selected.

Selection of Winning Bidders

UES based its selection of the winning bidder on both quantitative and qualitative criteria. When the indicative bids were received, UES coordinated with bidders to obtain the best non-price terms each bidder was willing to offer and to establish confidence in each bidder's ability to perform. When final bids were received, UES compiled weighted average prices using the evaluation loads that were issued to bidders along with the RFP. UES then evaluated the price and non-price aspects of the final bids received. The comparison of bids contained in Tab A, which is confidential and which includes materials documenting UES's rationale for its selection of the winning bidder, is attached.

Unitil Energy Systems, Inc. (“UES”)

Default Service
Request for Proposals

<u>UES Service Requirements</u>

Small Customers (25%): November 1, 2012 – April 30, 2013
and Small Customers (75%): May 1, 2013 – May 31, 2013

Medium Customers (25%): November 1, 2012 – April 30, 2013
and Medium Customers (75%): May 1, 2013 – May 31, 2013

Large Customers (100%): November 1, 2012– May 31, 2013

Issue Date: August 7, 2012

Unitil Energy Systems, Inc. ("UES")

Default Service
Request for Proposals
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Request for Proposals
To Provide
Default Service Supply
To All Customers of Unitil Energy Systems, Inc

I. Introduction

Unitil Energy Systems, Inc. ("UES") is a local electric distribution company located in New Hampshire. New Hampshire Legislation, RSA 374-F et seq., and the Settlement Agreement for Restructuring the Unitil Companies[1] ("Settlement Agreement") provided retail access for all of UES' retail customers beginning on May 1, 2003.

On September 9, 2005, the NHPUC approved UES' plan for procurement of default service supply, including the solicitation process, for the period beginning May 1, 2006[2]. Subsequently, on July 31, 2012, the NHPUC approved modifications to the timing and structure of UES' default service procurement plan, for the period beginning November 1, 2012[3]. Pursuant to these Orders, UES procures the power supply required to meet its default service obligations for three customer groups comprised of small, medium and large customers through full requirements contracts for 100% of the service requirements for six month contract periods.

Via this request for proposals ("RFP"), UES seeks competing fixed monthly price offers for 25% of the load requirements of its small and medium customer groups for the six month period beginning November 1, 2012 and 75% of the load requirements of its small and medium customer groups for the one month period beginning May 1, 2013. UES also seeks variable monthly price offers, as defined herein, for 100% of the load requirements of its large customer group for the seven month period beginning November 1, 2012. Variable monthly prices are comprised of a pass-through of energy costs at the real-time locational marginal price ("LMP") plus fixed monthly adders, which respondents are asked to bid during the RFP process. The fixed adders are intended to cover all non-energy costs, including capacity, ancillary services, and administration charges. Please see the Proposed Pricing portion of Section V for more information.

This RFP provides background information and historical data, details the service requirements and commercial terms, and elaborates on the procedures to be employed by UES to select the winning suppliers. This RFP and supporting materials can be obtained on Unitil's website at the following address: www.unitil.net/rfp, under "Current Procurement" for UES. The complete RFP text is available as a single ZIP file ("UES_DS_RFP_Package_2012-08.zip"). In addition, the RFP and its appendices,

[1] See Docket DE 01-247.

[2] See Docket DE 05-064.

[3] See Docket DE 12-003.

including the submission form, bid sheet and proposed contract, have been included as separate, editable electronic files. A number of electronic data files have also been included in Microsoft Excel format. The contents of each file are described in this document. Please contact Kristen Cote at (603) 773-6429 or at cotek@unitil.com with any questions regarding these materials.

II. Description of Default Service

UES is soliciting load-following power supply offers to meet the needs of its customers who take service under its default service tariff for the periods listed in the table in the Supply Obligation Period portion of Section IV. Default service is the only utility-provided supply service and will be available to all UES customers not receiving supply service from a competitive supplier at any time for any reason.

For the purpose of default service procurement, the specified customer groups shall consist of the various rate classes listed in the table below. The default service loads associated with these customer groups are modeled in the ISO Settlement System using the load asset numbers listed in the table. Bidding power suppliers ("Respondents") may submit bids to provide service to any or all customer groups for which a contract is sought via this RFP. Bids to supply each customer group will be evaluated and awarded separately.

Load Asset Description	Customer Rate Classes	Load Asset #
UES Small Default Load	D	11451
UES Medium Default Load	G2, OL	11452
UES Large Default Load	G1	10019

The amount of default service to be supplied by the winning bidder(s) will be determined in accordance with the retail load associated with those customers who rely on default service. UES cannot predict the number of customers that will rely on default service, how much load will be represented by these customers, or how long they will continue to take default service. UES expressly reserves the right to encourage customers to choose their own supplier from the competitive marketplace instead of taking default service.

Data Provided

To assist respondents in determining the potential load requirements, a variety of data has been provided with this RFP. The provided data includes the following:

Historical Hourly Loads and Capacity Tag Values are provided for the default service loads by customer group and in aggregate for competitive generation service loads. The hourly loads are measured at the PTF level and are provided for the period of January 1, 2009 through July 31, 2012. The capacity tag values are the daily sum of the capacity tags for all customers assigned to the supply service being reported. Please see the file named "UES_Hourly_Loads_Cap_Tags_2012-08.xls".

Historic Retail Monthly Sales Report provides monthly sales data from May 2003 through June 2012 have been compiled and provided. The retail sales report documents retail sales and customer counts by customer rate class and supply type: default service or competitive generation. Please see the file named "UES_Retail_Sales_Report_2012-08.xls". Class Average Load Shapes (8760 hours), as measured at the customer meter level, are available. Please see the file named "UES_Profiles_2012-08.xls".

Distribution System Loss Factor for each rate class is shown in the following table. The distribution loss factors enable one to estimate the retail usage at the customer meter associated with a given quantity of wholesale supply, or to convert the class average load shapes to wholesale values. Please note that the supplies sought via this RFP will be wholesale supplies measured at the PTF level.

Customer Group	Rate Class	Distribution Loss Factor
Small Customers	D (Domestic)	6.468%
Medium Customers	G2 (Regular General)	6.392%
Medium Customers	OL (Outdoor Lighting)	6.468%
Large Customers	G1 (Large General)	4.591%

Large Customer Activity is demonstrated by a generic listing of the annual retail energy consumption, peak demands and ICAP tags of UES' G1 customers. The tags reflect the capacity year which began June 1, 2012. This listing indicates each customer's current supply type (default service or competitive generation), date of last transaction, and billing cycle. Please see the file named "UES_Large_Customers_2012-08.xls."

Evaluation Loads that UES will use to calculate weighted average prices of bids received from respondents for the purpose of comparing competing bids on the basis of price are provided. These estimated loads may be instructive to respondents, but should in no way be construed to represent any contract quantity or billing determinant or to create any obligation to any party. The Evaluation Loads are included on the bid sheets. Please see the file named "Bid_Sheets_2012-08.xls."

III. General Provisions

Terms and Conditions

For the small and medium customer group default service loads that respondents choose to bid, respondents must offer fixed monthly prices, and for the large customer default service load respondents must offer variable prices in the form of fixed monthly adders to the NH load zone RT LMP for the entire supply periods listed in the table in the Supply Obligation Period portion of Section IV, and shown on the bid sheets. Pricing requirements are further detailed in the Proposed Pricing portion of Section V.

Along with this RFP, UES has provided a proposed contract ("Power Supply Agreement") which details the contractual terms and conditions under which default service as sought herein will be provided. Please see the file named "App_B_Power_Agreement_2012-08.doc". UES is generally willing to adopt or amend previously negotiated or executed agreements. Please see the file named "App_B1_PSA_Amend_2012-08.doc". Bidders may propose contract language modifications. UES will consider proposed contract language modifications to the extent the language clarifies each party's obligations associated with the transactions sought under this solicitation process, and to the extent that any modified contract represents the best non-price terms each party is willing to offer UES.

The obligations of UES and the winning bidder(s) are subject to and conditioned upon NHPUC approval of the solicitation results and the inclusion in retail rates of the costs derived from the transactions sought in this solicitation. UES will use its best efforts to obtain NHPUC's approval, which is expected five (5) business days after filing. Please see schedule below. Winning suppliers should expect their identity to be announced by the NHPUC in its order on the results of the RFP.

Proposal Process and Submission Dates

The following table outlines key dates associated with this procurement process.

Item	Date
Issue Default Service RFP	Tuesday, 8/7/2012
Proposal Submission Forms Due (includes indicative pricing and contract comments)	Tuesday, 8/28/2012
Final Pricing Due	Tuesday, 9/11/2012 - 10:00 am EPT
Winning Supplier Notified	Tuesday, 9/11/2012 - 1:00 pm EPT
Contracts Executed	Wednesday, 9/12/2012
File for Approval of Rates	Friday, 9/14/2012
Anticipated Approval of Rates	Friday, 9/21/2012
UES DS Service Commences	Thursday, 11/1/2012

Respondents to this RFP must submit a completed Proposal Submission Form, including indicative pricing and any proposed contract modifications on or before August 28, 2012 and final pricing on September 11, 2012, as shown above. All submissions should be marked "UES DS RFP 2012-08" and sent via e-mail to energy_contracts@unitil.com. Please direct any questions to Kristen Cote at (603) 773-6429 or at cotek@unitil.com.

Proposal Submission Forms are attached as Appendix A. Please see the file named "App_A_Submission_Form_2012-08.doc." Forms are due on **Tuesday, August 28, 2012.**

Indicative Pricing is due along with the Proposal Submission Form. Indicative pricing should be submitted using the "Indicative Pricing" sheet from the Microsoft Excel file called "Bid_Sheets_2012-08.xls". Bidders will find that all cells highlighted in yellow are where inputs should be entered.

Contract Comments, on either the full Power Supply Agreement or on the Amendment, are also due along with the Proposal Submission Form. If respondents propose any changes to the Power Supply Agreement or the Amendment, respondents must provide an electronic copy of the Power Supply Agreement or the Amendment that is marked to show proposed language in a reviewable format. UES will consider the contractual terms and conditions accepted by each bidder as part of its evaluation criteria, as described in Section VI. When final bid prices are received and confirmed, UES intends to conduct its evaluation and select winning bidder(s) within a few hours. For these reasons, it is to each bidder's advantage to resolve contractual issues prior to final bidding.

Final Pricing should be submitted on the "Final Pricing" sheet from the Microsoft Excel file called "Bid_Sheets_2012-08.xls". Respondent's name must be clearly marked. Final pricing is due by **10:00 a.m. EPT on Tuesday, September 11, 2012.**

Winner Notified. UES intends to confirm final pricing, evaluate competing bids as described in Section VI, Evaluation Criteria, and select and notify the winning bidder(s) by **1:00 p.m. EPT on Tuesday, September 11, 2012**. Other bidders will be notified they were not selected shortly thereafter.

UES, at its sole discretion, reserves the right to issue additional instructions or requests for additional information, to extend the due date, to modify any provision in this RFP or any appendix hereto or to withdraw this RFP.

Contact Person and Questions

Questions regarding this RFP should be submitted to Kristen Cote at (603) 773-6429 or at cotek@unitil.com.

Right to Select Supplier

UES shall have the exclusive right to select or reject any and/or all of the proposals submitted at any time, for any reason and to disregard any submission not prepared according to the requirements contained in this RFP.

Customer Billing and Customer Service

The default service power supplies procured under this RFP will be wholesale supplies. As such, the winning supplier will have no retail customer contact in any form. All customers taking default service will be retail customers of UES. As the retail provider of such service, UES will provide billing and customer service to customers receiving default service. In addition, UES will assume responsibility for the ultimate collection of moneys owed by customers in accordance with rules and regulations approved by the NHPUC.

IV. Service Features

Supply Obligation Period

The supply obligation period for each supply contract will commence at 0001 hours on the dates listed under “Period Begins” in the following table and will terminate at 2400 hours on the dates listed under “Period Ends” in the following table.

Customer Group	Requirements	Period Begins	Period Ends
UES Small Default Load UES Small Default Load	25% 75%	November 1, 2012 May 1, 2013	April 30, 2013 May 31, 2013
UES Medium Default Load UES Medium Default Load	25% 75%	November 1, 2012 May 1, 2013	April 30, 2013 May 31, 2013
UES Large Default Load	100%	November 1, 2012	May 31, 2013

Delivery Point

Supplier(s) will be responsible for all settlement obligations associated with the load assets. UES load assets are currently settled at the New Hampshire Load Zone (4002). In the event that NEPOOL implements nodal settlement of load obligations, supplier(s) will be responsible for all settlement obligations at the node where the load assets are settled. The UES load physically exists and is metered at the substations listed in Appendix C of the Power Supply Agreement. The delivery points are at the PTF level.

Form of Service

The winning bidder(s) (“Seller”) shall provide firm, load-following power for delivery to ultimate customers taking service under UES’ default service tariff, as amended from time to time. The obligations and responsibilities associated with providing default service shall be transferred to the Seller via an Ownership Share for Load Asset, utilizing the NEPOOL Asset Registration Process for load assets 11451 (Small Customer Group), 11452 (Medium Customer Group) and 10019 (Large Customer Group). The percentage Ownership Share for each load asset shall be as listed on the table above under Supply Obligation Period under the column heading “Requirements.” The quantity of service that the Seller will be responsible to deliver, and that UES will be responsible to purchase, will be the volumes measured at the delivery points.

Seller shall be responsible for providing and paying for all energy and capacity services and for all ancillary services associated with the Day-Ahead Load Obligation and the Real-Time Load Obligation (as defined in Market Rule 1, Section III of ISO New England Inc.'s Transmission, Markets and Services Tariff (the "ISO Tariff")), associated with the load assets, as required by the ISO Tariff as may be amended or superseded from time to time. UES shall be responsible for providing and paying for the transmission of the power across NEPOOL PTF and for all ancillary services associated with the Regional Network Load (as defined in the Open Access Transmission Tariff, Section III of the ISO Tariff), associated with the load assets. The specific requirements regarding the provision of energy, capacity and ancillary services by the Seller, and regarding the provision of transmission service by UES, are detailed in Article 4 of the proposed Power Supply Agreement, attached as Appendix B.

UES will report the hourly default service load associated with the load assets to ISO-NE on a daily basis in accordance with the reporting practices in New England. The reported loads will incorporate appropriate load allocation and estimation techniques and available meter readings for customers receiving default service from UES. Month end adjustments, based on customer meter readings, will be made to loads approximately 45 days after each month. Such adjustments will be priced at the contract price in effect for the month the load was served.

Renewable Portfolio Standards

A minimum Electric Renewable Portfolio Standard (RPS) was established on May 11th 2007, implementing RPS requirements in New Hampshire beginning in January 2008. There are no requirements to provide renewable energy credits (RECs) for RPS compliance associated with the service sought herein.

V. Proposal Requirements

Requested Information

Respondents to this RFP must provide the information identified in the Proposal Submission Form attached as Appendix A. Please see the file named "App_A_Submission_Form_2012-08.doc." Respondents are asked to complete the submission form and return it to Kristen Cote as indicated in Section III. Proposals should contain explanatory, descriptive and/or supporting materials as necessary.

Respondents will find that UES requests on the Proposal Submission Form that bidders indicate whether they will extend sufficient financial credit to UES in order to facilitate the transactions sought. UES has included with this RFP a copy of its most recent financials. Please see the file named "UES_Financials_2012-08.zip." UES has proposed financial security terms in the Power Supply Agreement. Respondents are asked to indicate their acceptance of the proposed financial security terms, along with any contract language modifications they propose. Proposed contract language modifications must be provided in a reviewable and editable manner, such as is obtained using the "track changes" features of Microsoft Word. Respondents are also asked to indicate whether they agree that the Power Supply Agreement is subject to NHPUC approval of supporting retail rates as sought by UES.

UES will treat all information received from respondents in a confidential manner and will not, except as required by law or regulatory authority, disclose such information to any third party or use such information for any purpose other than to evaluate the respondent's ability to provide the services sought in this RFP. Respondents bidding to serve UES default service loads should expect that the identity of the winning bidder(s) will be announced by the NHPUC in its order on the results of the RFP.

<u>Proposed Pricing</u>

For the Small and Medium Customer Groups, UES seeks fixed monthly price offers for the six month and one month periods. Respondents must specify the prices, in $/MWh, at which they will provide default service for each month of the supply obligation period associated with the default service loads they choose to bid. Proposed prices may vary by calendar month, but must be uniform for the entire calendar month and must cover the entire supply obligation period sought. Purchases will be made on an "as-delivered" energy basis with prices stated on a fixed $/MWh basis for all MWh reported to the ISO for the load assets. No maximum price is specified; however the resulting retail rates are subject to the review and acceptance of the NHPUC.

For the Large Customer Group, UES seeks variable monthly price offers for a seven-month period. Respondents must specify the monthly fixed adders, in $/MWh, at which, in addition to the load-weighted average real-time NH LMP, they will provide default service to the Large Customer Group. Proposed monthly adder prices may vary by calendar month, but must be uniform for the entire calendar month and must cover the entire supply obligation period sought. Purchases will be made on an "as-delivered" energy basis with the monthly contract price equaling the sum of the load-weighted average real-time NH LMP plus the monthly fixed adder as bid during the RFP process. UES and the supplier will be required to confirm the calculation of the final contract price as soon as practical following the month of service in order to facilitate billing under the contract. The final contract price will be stated on a $/MWh basis and will apply to all MWh reported to ISO New England for Load Asset 10019 (Large Customer Group). No maximum price is specified; however the resulting retail rates are subject to the review and acceptance of the NHPUC.

<u>Bidder Requirements</u>

In order to secure reliable, low cost default service power for its customers, UES wishes to include all qualified power suppliers in this solicitation.

Bidders must have access to the ISO settlement process for the entire term of the sale, either as a signatory to the Market Participant Service Agreement ("MPSA") or via arrangements with a signatory to the MPSA to utilize their settlement process.

Respondents are encouraged to establish complete contract language, including financial security arrangements, with UES prior to submission of final pricing.

VI. Evaluation Criteria

The principal criteria to be used in evaluating proposals will include, but may not be limited to:

- Lowest evaluated bid price over the supply obligation period;

- Financial and operational viability of the power supplier, including the establishment of mutually acceptable financial security arrangements; and

- Responsiveness to non-price requirements, including the reasonable extension of financial credit to UES, and agreement that the proposed transactions are subject to NHPUC approval of retail rates as sought by UES.

- Each customer load group supply contract sought will be evaluated and awarded separately.

Respondent pricing will be evaluated by weighting the fixed monthly pricing according to the Evaluation Loads provided on the bid sheets; please see file named "Bid_Sheets_2012-08.xls," as described at the end of Section II.

Appendix A: Proposal Submission Form

Please see the file named “App_A_Submission_Form_2012-08.doc”

APPENDIX A: PROPOSAL SUBMISSION FORM

RESPONDENT: ____________________________

1. General Information

Name of Respondent	
Name of Parent or Guarantor (if any)	
Principal contact person - Name - Title - Company - Mailing address - Telephone number - Fax number - E-mail address	
Secondary contact person (if any) - Name - Title - Company - Mailing address - Telephone number - Fax number - E-mail address	
Legal status of Respondent (e.g., sole proprietorship, partnership, limited partnership, joint venture, or corporation)	
State of incorporation, residency or organization	
The names of all general and limited partners (if Respondent is a partnership)	

Description of Respondent and all relevant affiliated entities and joint ventures	

2. Financial Information

Please provide the following for Respondent and/or Parent/Guarantor (as appropriate)	Respondent	Parent/Guarantor
Current debt ratings, including names of rating agencies and dates of ratings. If entity is not rated, please indicate.		
Date last fiscal year ended.		
Total revenue for the most recent fiscal year.		
Total net income for the most recent fiscal year.		
Total assets as of the close of the previous fiscal year.		
DUNS Number and Federal Tax ID.		
Please provide a copy of the most recent financials including balance sheet, income statement and cash flow statement.		

3. Defaults and Adverse Situations

Describe, in detail, any situation in which Respondent (either alone or as part of a joint venture), or an affiliate of Respondent, defaulted or was deemed to be in noncompliance of its contractual obligations to deliver energy and/or capacity at wholesale within the past five years. Explain the situation, its outcome and all other relevant facts associated with the event described. Please also identify the name, title and telephone number of the principal manager of the customer/client who asserted the event of default or noncompliance.	
Describe any facts presently known to Respondent that might adversely affect its ability to provide the service bid herein as provided for in the Request for Proposals.	

4. NEPOOL and Power Supply Experience

Is Respondent a member of NEPOOL?	
Please list Respondent's NEPOOL Participant ID.	
If Respondent is NOT a NEPOOL member, list the name and Participant ID of the NEPOOL member who will carry Respondent's obligations in its settlement account. Please provide a supporting statement and contact information from such member.	

RESPONDENT: ___________________________

Please describe Respondent's experience and record of performance in the areas of power marketing, brokering, sales, and/or contracting, for the last five years within NEPOOL and/or the New England region.	
Has Respondent previously provided Default Service to UES? If response is "NO", please provide references as requested below. -- Please provide three references (name, title and contact information) who have contracted with the Respondent for load-following services or who can attest to Respondent's ability in the areas of power supply portfolio management within the past 2 years.	YES or NO -- 1. 2. 3.

5. Non Price Terms

Does Respondent extend sufficient financial credit to UES to facilitate the transactions sought via this RFP?	YES or NO
Please indicate what, if any, financial security requirements Respondent has of UES in order to secure the extension of credit. Please attach any proposed contractual language.	
	YES or NO

RESPONDENT: ____________________________

Does Respondent agree that the obligations of both parties are subject to and conditioned upon the NHPUC's approval of the retail rates derived from the transaction sought in this solicitation?	
Please list all regulatory approvals required before service can commence.	
Is Respondent willing to enter into contractual terms substantially as proposed in the Power Supply Agreement contained in Appendix B?	YES or NO
Please provide any proposed modifications to the Power Supply Agreement in Appendix B or to the PSA Amendment in Appendix B1. Please briefly list issues here and provide proposed language changes in the document using the "track changes" feature of Microsoft Word, or other reviewable revision marking process.	

Appendix B: Proposed Power Supply Agreement (PSA)

Please see the file named “App_B_Power_Agreement_2012-08.doc”

POWER SUPPLY AGREEMENT

This POWER SUPPLY AGREEMENT ("Agreement") is dated as of September 12, 2012 and is by and between UNITIL ENERGY SYSTEMS, INC. ("UES" or "Buyer"), a New Hampshire corporation, and [Company] ("Seller"), a [what]. This Agreement provides for the sale by Seller of Default Service, as defined herein, to the Buyer. The Buyer and Seller are referred to herein individually as a "Party" and collectively as the "Parties".

ARTICLE 1. BASIC UNDERSTANDINGS

Seller, in response to a Request for Proposals issued on August 7, 2012 by the Buyer, has been selected to be the supplier of firm, load-following power to meet the Buyer's Service Requirements as defined in the Service Requirements Matrix found in Appendix A. This Agreement sets forth the terms under which Seller will supply, and Buyer will purchase, Default Service during the Delivery Term.

ARTICLE 2. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified in this Article. In addition, except as otherwise expressly provided, terms with initial capitalization used in this Agreement and not defined herein shall have the meaning as defined in the ISO Rules.

Affiliate means, with respect to any Party, any person (other than an individual) that, directly or indirectly, controls, or is controlled by such Party. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

Average Weighted RT LMP (real time locational marginal price) is the value determined each month during the Delivery Term of the Large Customer Group Service Requirement. The Average Weighted RT LMP is added to the Fixed Monthly Adder to calculate the Contract Rate per MWH for the Large Customer Group Service Requirement. The calculation of the Average Weighted RT LMP is detailed in Section 5.1.

Business Day means a 24-hour period ending at 5:00 p.m. EPT, other than Saturday, Sunday and any day which is a legal holiday or a day on which banking institutions in Boston, Massachusetts are authorized by law or other governmental action to close.

Buyer means Unitil Energy Systems, Inc., its successors, assigns, employees, agents and authorized representatives.

Buyer's System means the electrical transmission and distribution system of the Buyer.

Commencement Date means, with respect to a Service Requirement, the period beginning at the start of HE 0100 EPT on the date set forth for such Service Requirement on Schedule 1 of Appendix A.

Commission means the Federal Energy Regulatory Commission.

Competitive Supplier Terms means the Terms and Conditions for Competitive Suppliers, which are a part of the Retail Delivery Tariff, as may be amended from time to time.

Conclusion Date means the end of the HE 2400 EPT on the date set forth for the Service Requirement on Schedule 2 of Appendix A.

Contract Rate means the value expressed in $/MWh as set forth in Appendix B, as applicable to each Service Requirement, during a month in the Delivery Term.

Credit Rating means (i) the lower of the ratings assigned to an entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) by S&P and Moody's, (ii) in the event the entity does not have a rating for its senior unsecured long-term debt, the lower of the rating assigned to the entity as an issuer rating by S&P and Moody's, or the rating assigned to the entity as an issuer rating by any other rating agency agreed to by both Parties in each Party's sole and exclusive judgment.

Credit Requirements mean the satisfaction of any and all financial measures and/or Credit Rating status so as to avoid a Downgrade Event, as defined in Section 7.3(a).

Customer Disconnection Date means the date when a Default Service Customer is disconnected from service, as determined by the Buyer in accordance with the Retail Delivery Tariff.

Customer Group means the Small Customer Group or the Large Customer Group, as the case may be.

Customer Initiation Date means the date a retail customer of the Buyer begins taking service pursuant to the Schedule DS of the Buyer's Retail Delivery Tariff, as determined by the Buyer.

Customer Termination Date means the date when a Default Service Customer ceases to take service pursuant to Schedule DS under the Retail Delivery Tariff.

Default Service means the provision of Requirements by Seller at the Delivery Point to the Buyer to meet all needs of Default Service Customers.

Default Service Customer(s) means the retail customer(s) in each Customer Group identified in Appendix A taking service pursuant to Schedule DS of the Retail Delivery Tariff during the applicable Delivery Term.

Delivered Energy means the quantity of energy, expressed in MWh, provided by Seller under the terms of this Agreement. This quantity shall be the sum of energy reported to the ISO by the Buyer for each of the Load Assets identified in Section 6.4, with such quantity determined by the Buyer in accordance with Section 6.3 of this Agreement. Such quantity shall not include any allocation of PTF losses up to and including the Delivery Point (which the ISO may assess to Seller in relation to such energy), but shall include transmission and distribution losses on the Buyer's System from the Delivery Point to the meters of Default Service Customers.

Delivery Point means the PTF location where Requirements are settled under ISO Rules. UES load assets are currently settled at the New Hampshire Load Zone (4002). The UES load physically exists and is metered at the substations listed in Appendix C.

Delivery Term(s) means the applicable period associated with a Service Requirement beginning at the start of HE 0100 EPT in Schedule 1 through and including the end of the HE 2400 EPT in Schedule 2 of Appendix A.

EPT means Eastern Prevailing Time.

Fixed Monthly Adder means the dollar per MWH price specified in Appendix B. The Fixed Monthly Adder is added to the Average Weighted RT LMP each month during the Delivery Term of the Large Customer Group Service Requirement in order to calculate the monthly Contract Rate per MWH for the Large Customer Group Service Requirement.

GAAP means Generally Accepted Accounting Principles promulgated by the Financial Accounting Standards Board at the time of issuance of the financial statements.

Governing Documents means, with respect to any particular entity, (a) if a corporation, the (i) articles of organization, articles of incorporation or certificate of incorporation and (ii) the bylaws; (b) if a general partnership, the partnership agreement and any statement of partnership; (c) if a limited partnership, the limited partnership agreement and the certificate of limited partnership; (d) if a limited liability company, the articles or certificate of organization or formation and operating agreement; (e) if another type of entity, any other charter or similar document adopted or filed in connection with the creation, formation or organization of such entity; (f) all equity holders' agreements, voting agreements, voting trust agreements, joint venture agreements, registration rights agreements or other agreements or documents relating to the organization, management or operation of any entity or relating to the rights, duties and obligations of the equity holders of any entity; and (g) any amendment or supplement to any of the foregoing.

Interest Rate means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day, on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

Investment Grade means (i) if an entity has a Credit Rating from both S&P and Moody's then, a Credit Rating from S&P equal to or better than "BBB-" and a Credit Rating from Moody's equal to or better than "Baa3"; or (ii) if an entity has a Credit Rating from only one of S&P and Moody's, then a Credit Rating from S&P equal to or better than "BBB-" or a Credit Rating from Moody's equal to or better than "Baa3 or (iii) if the Parties have mutually agreed in writing on an additional or alternative rating agency, then a Credit Rating from S&P (if applicable) equal to or better than "BBB-" and/or a Credit Rating from Moody's (if applicable) equal to or better than "Baa3", and with respect to the additional or alternative rating agency, a credit rating equal to or better than that mutually agreed to by the Parties in each Party's sole and exclusive judgment.

ISO means ISO New England Inc., the Independent System Operator / Regional Transmission Organization established in accordance with the NEPOOL Agreement, and any successor.

ISO Manuals means the ISO Manual M-06 Financial Transmission Rights, the ISO Manual M-11 Market Operations, the ISO Manual M-20 Installed Capacity, the ISO Manual M-27 Tariff Accounting, the ISO Manual M-28 Market Rule 1 Accounting, the ISO Manual M-29 Billing, the ISO Manual M-35 Definitions and Abbreviations, the ISO Manual M-36 Forward Reserve, the ISO Manual M-LRP Load Response Program, as they may be amended, restated, or succeeded from time to time. In the event that ISO adopts additional manuals, then these shall also be included in this definition.

ISO Rules means all rules adopted by the ISO or NEPOOL, as such rules may be amended, added, superseded and restated from time to time, including the NEPOOL Agreement, ISO New England Inc. Transmission, Markets and Services Tariff FERC Electric Tariff No. 3, the Transmission Operating Agreement, and the Participants Agreement, the ISO Manuals, and the NEPOOL Operating Procedures.

kWh means kilowatt-hour.

Large Customer Group means the retail customers assigned to the following customer rate class: Large General Service Schedule G1.

Material Adverse Effect means, with respect to a Party, any change in or effect on such Party after the date of this Agreement that is materially adverse to the transactions contemplated hereby, excluding any change or effect resulting from (a) changes in the international, national, regional or local wholesale or retail markets for electric power; (b) changes in the international, national, regional or local markets for any fuel; (c) changes in the North American, national, regional or local electric transmission or distribution systems; and (d) any action or inaction by a governmental authority, but in any such case not affecting the Parties or the transactions contemplated hereby in any manner or degree significantly different from others in the industry as a whole.

Moody’s means Moody's Investors Service Inc., its successors and assigns.

MWh means Megawatt-hour.

NE-GIS means the NEPOOL Generation Information System, which includes a generation information database and certificate system, operated by ISO, its designee or successor entity, that accounts for generation attributes of electricity consumed within New England.

NE-GIS Certificates means a document produced by the NE-GIS that identifies the relevant generation attributes of each MWh accounted for in the NE-GIS from a generation unit.

NEPOOL means the New England Power Pool, or its successor.

NEPOOL Agreement means the Second Restated New England Power Pool Agreement effective on February 1, 2005, as amended or accepted by the Commission and as may be amended, superseded and/or restated from time to time.

NHPUC means the New Hampshire Public Utilities Commission.

NH Load Zone means the New Hampshire Reliability Region as defined in the ISO Rules.

PTF means facilities categorized as Pool Transmission Facilities under ISO Rules.

Requirements shall be defined in Section 4.2(c).

Retail Delivery Tariff means UES' Tariff for Electric Delivery in the State of New Hampshire.

S&P means Standard & Poor's Rating Group, its successors and assigns.

Service Requirement means a load-following, wholesale power supply requirement, defined by a unique combination of Customer Group, load responsibility and Delivery Term as listed in Appendix A.

Shareholder Equity means the Common Stock Equity as defined in the audited annual financial statements prepared in accordance with current U.S. GAAP. However, Shareholder Equity shall be exclusive of accumulated Other Comprehensive Income.

Small Customer Group means the retail customers assigned to the following customer rate classes: Domestic Delivery Service Schedule D, Regular General Service Schedule G2, and Outdoor Lighting Service Schedule OL.

ARTICLE 3. TERM, SERVICE PROVISIONS AND REGISTRATION REQUIREMENTS

Section 3.1 Term

This Agreement shall be effective immediately upon execution by the Parties and shall continue in effect until the Service Requirements listed in Appendix A have been fully performed and final payment made hereunder or this Agreement has been otherwise terminated as provided herein by reason of an uncured Event of Default. As of the expiration of this Agreement or, if earlier, its termination, the Parties shall no longer be bound by the terms and provisions hereof, except (a) to the extent necessary to enforce the rights and obligations of the Parties arising under this Agreement before such expiration or termination and (b) the obligations of the Parties hereunder with respect to audit rights, remedies for default, damages claims, indemnification and defense of claims shall survive the termination or expiration of this Agreement to the full extent necessary for their enforcement and the protection of the Party in whose favor they run, subject to any time limits specifically set forth in this Agreement.

Section 3.2 Commencement of Supply

(a) Beginning as of the Commencement Date applicable to the Customer Group set forth on Appendix A, Seller shall provide Requirements to the Buyer. For purposes of certainty: Seller's obligations on the Commencement Date shall be to provide Requirements for all Default Service Customers taking service as of and including the Commencement Date.

(b) With respect to each person or entity that becomes a Default Service Customer subsequent to the Commencement Date, Seller shall provide Requirements to the Buyer to meet the needs of the Default Service Customer(s) as of and including the Customer Initiation Date for such customer initiating such service during the Delivery Term.

(c) During the Delivery Term that Seller provides Default Service to the Buyer's Large Customer Group, Buyer shall make its best efforts to notify Seller promptly of all Customer Initiation Dates of retail customers in the Large Customer Group. Upon such notice, Buyer shall also provide historic annual (prior billed 12 months) peak kVa and total kWh consumption for such customers.

Section 3.3 Termination and Conclusion of Supply

(a) With respect to each Default Service Customer that terminates Default Service, during the Delivery Term, Seller shall not provide Requirements for such customer as of the Customer Termination Date.

(b) During the Delivery Term that Seller provides Default Service to the Buyer's Large Customer Group, Buyer shall make best efforts to notify Seller promptly of all Customer Termination Dates and Customer Disconnection Dates of retail customers in the Large Customer Group. Upon such notice, Buyer shall also provide historic annual (prior billed 12 months) peak kVa and total kWh consumption for such customers.

(c) Seller's obligation to provide Requirements shall cease at the Conclusion Date.

Section 3.4 Distribution Service Interruptions

Seller acknowledges that interruptions in distribution service occur and may reduce the load served hereunder. Seller further acknowledges and agrees that the Buyer may interrupt distribution service to customers consistent with the Distribution Service Terms and the Competitive Supplier Terms. In no event shall a Party have any liability or obligation to the other Party in respect of any such interruptions in distribution service.

Section 3.5 Release of Customer Information

The Buyer will not issue any customer information to Seller unless Seller has first obtained the necessary authorization in accordance with the provisions of the Competitive Supplier Terms.

Section 3.6 Change in Supply; No Prohibition on Programs

(a) Seller acknowledges and agrees that the number of customers and the Requirements to meet the needs of such customers will fluctuate throughout the Delivery Term and may equal zero. The Buyer shall not be liable to Seller for any losses Seller may incur, lost revenues, and losses that may result from any change in Requirements, number or location of customers taking service, the location of the Delivery Point(s), the composition or components of market products or Requirements, or the market for electricity, or change in the Retail Delivery Tariff. Seller further acknowledges and agrees that there is no limit on the number of Customer Initiation Dates, Customer Termination Dates and Customer Disconnection Dates.

(b) Seller acknowledges and agrees that the Buyer has the right but not the obligation to continue, initiate, support or participate in any programs, promotions, or initiatives designed to or with the effect of encouraging customers to leave Default Service for any reason ("Programs").

Nothing in this Agreement shall be construed to require notice to or approval of Seller in order for the Buyer to take any action in relation to Programs.

(c) Seller acknowledges and agrees that the Buyer and Affiliates of the Buyer will not provide Seller preferential access to or use of the Buyer's System and that Seller's sole and exclusive rights and remedies with regard to access to, use or availability of the Buyer's System, and the Buyer's or Affiliates of the Buyer's obligation to transmit electricity are those rights, remedies and obligations provided under the Retail Delivery Tariff, the ISO Rules, and the Buyer's Open Access Transmission Tariff.

Section 3.7 Disclosure Requirements

In the event that the NHPUC implements a disclosure label requirement, which requires the Buyer to document its power supply attributes, then the Seller shall provide the Buyer information pertaining to power plant emissions, fuel types, labor information and any other information required by the Buyer to comply.

Section 3.8 Regulatory Approvals

Notwithstanding Section 21(d) below, or anything else to the contrary herein, the Parties' obligations under this Agreement are subject to Buyer obtaining approval from NHPUC of the inclusion in retail rates of the amounts payable by Buyer to Seller under this Agreement, without material modification to the obligations of either Party under this Agreement. Buyer shall use its best efforts to obtain prompt approval of such rates. If Buyer is unable to obtain NHPUC approval by September 28, 2012, Buyer and Seller agree to review the status of such approval process and determine whether to continue to pursue the transaction contemplated in this Agreement. If the Parties cannot agree as to how to continue such transaction, this Agreement shall terminate without liability to either Party.

ARTICLE 4. SALE AND PURCHASE

Section 4.1 Provision Delivery and Receipt

Seller shall provide and deliver to the Delivery Point and the Buyer shall receive at the Delivery Point the percent of the Requirements applicable to each Service Requirement as set forth on Appendix A during the Delivery Term.

Section 4.2 Responsibilities

(a) Buyer shall be responsible for arranging and paying for the transmission of the power across NEPOOL PTF and for any ancillary services, allocated to the Network Load, associated with the Service Requirements. Arranging and paying for transmission across NEPOOL PTF, required of the Buyer, includes, but is not limited to taking Regional Network Service under the ISO New England Inc. Transmission, Markets and Services Tariff ("ISO Tariff"). Arranging and paying for ancillary services, required by the Buyer, includes, but is not limited to any transmission dispatch or power administration services, as may be allocated to Network Load in accordance with ISO Rules. Arranging and paying for transmission from NEPOOL PTF to Buyer's distribution facilities includes, but is not limited to, taking Network Integration Transmission Service under the Service

Agreement for Network Integration Transmission Service between Northeast Utilities Service Company and UES.

(b) Seller shall be responsible for all present and future obligations, requirements, and costs associated with the Requirements.

(c) The term "Requirements" means the provision of energy at the Delivery Point as set forth in Section 4.2(e), capacity as set forth in Section 4.2(f) and ancillary services as set forth in Section 4.2(g), in each case associated with the Service Requirements as set forth in Appendix A.

(d) If ISO Rules are modified during the Term of this Agreement, which change the allocation of currently existing charges and obligations from the Load Asset, associated with the Service Requirements to the Network Load, associated with the Buyer's transmission responsibilities, then, if possible, the charges or obligations shall be transferred back to the Seller through the ISO and/or ISO settlement process. If such transfer is not possible, then the Seller shall compensate the Buyer for any additional cost. If ISO Rules are modified during the Term of this Agreement, which change the allocation of currently existing charges and obligations from the Network Load, associated with the Buyer's transmission responsibilities to the Load Asset, associated with the Service Requirements, then, if possible, the charges or obligations shall be transferred back to the Buyer through the ISO and/or ISO settlement process. If such transfer is not possible, then the Buyer shall compensate the Seller for such charges. If ISO Rules are changed after the date of this Agreement, which create new charges or obligations, associated with the Service Requirements, then the Seller shall be responsible for such new charges or obligations. Likewise, if ISO Rules are changed during the Term of this Agreement, which create new charges or obligations, associated with the Network Load, associated with the Buyer's transmission responsibilities, then the Buyer shall be responsible for such charges or obligations.

(e) Provision of energy includes, but is not limited to the following. Seller shall have the Day-Ahead Load Obligation and the Real-Time Load Obligation, associated with the Service Requirements at the Delivery Point. Currently, the Energy Settlement Obligation, associated with the Service Requirements at the Delivery Point, is settled at the New Hampshire Load Zone. In the event that NEPOOL or the ISO implements nodal settlement of load obligations of the Day-Ahead Energy Market and Real-Time Energy Market, the Seller shall continue to be responsible for Day-Ahead and Real-Time Load Obligations at the appropriate settlement location(s), associated with the Service Requirements at the Delivery Point.

(f) Provision of capacity includes, but is not limited to the following. Seller shall have the ICAP Settlement Obligation, associated with the Service Requirements at the Delivery Point. Currently, the ICAP Settlement Obligation, associated with the Service Requirements at the Delivery Point, can be satisfied with any ICAP resource, recognized by the ISO in the NEPOOL control-area or imported into the NEPOOL control-area. In the event that ISO implements a locational capacity requirement, including that which was proposed in the Commission's docket number ER03-563, then the Seller will be responsible for providing ICAP at the location, required to meet the Locational ICAP Settlement Obligation, associated with the Service Requirements at the Delivery Point.

(g) Provision of ancillary services, required of the Seller, includes, but is not limited to Regulation, Operating Reserves, Reliability Must-Run Operating Reserves ("RMR") other than RMR Operating Reserve charges that are monthly fixed-cost charges paid to resources pursuant to agreements negotiated under Market Rule 1, Appendix A, Section 6, net commitment period compensation ("NCPC") other than RMR NCPC charges that are monthly fixed-cost charges paid to resources pursuant to agreements negotiated under Market Rule 1 Appendix A, Section 6, Forward Reserves, and any transmission dispatch or power administration services, as may be allocated to the Owner of the Load Assets, associated with the Service Requirements in accordance with ISO Rules. If ISO Rules are changed such that locational ancillary services are required, then the Seller shall be responsible for meeting the locational ancillary services requirement, associated with the Service Requirements at the Delivery Point.

(h) It is the intent of the Parties that for each Financial Transmission Rights Auction ("FTR Auction") conducted by the ISO for months within the Delivery Terms(s), those Auction Revenue Rights ("ARRs") associated solely with the Service Requirement shall be assigned or paid to Seller, provided, however, Buyer shall be under no obligation to participate in any manner in any FTR Auction in order to increase Auction Revenue Right quantities.

ARTICLE 5. AMOUNT, BILLING and PAYMENT

Section 5.1 Amount

The amount payable by the Buyer to Seller for Delivered Energy in a month shall be the product of (a) the sum of the Delivered Energy for each Customer Group, as identified in Appendix A in each month during the applicable Delivery Term; and (b) the Contract Rate for such Service Requirement as identified in Appendix B for such month during the applicable Delivery Term.

Appendix B indicates that the prices listed for the Large Customer Group are Fixed Monthly Adders, therefore the Contract Rate will be calculated as the sum of the Average Weighted RT LMP and the Fixed Monthly Adder as shown in Equation 1. The Average Weighted RT LMP is calculated in accordance with Equation 2.

Equation 1. Contract Rate = Average Weighted RT LMP + Fixed Monthly Adder

The Average Weighted RT LMP shall be calculated using the MWH of Delivered Energy reported for the Large Customer Group default service load asset, Load Asset number 10019, and the hourly real time locational marginal prices ("RT LMP") for the settlement location of Load Asset 10019, which is currently the New Hampshire Load Zone (4002). The Average Weighted RT LMP equals the sum of the products of the RT LMP and the Delivered Energy (MWH) of Load Asset 10019 in each hour of the month of service, divided by the sum of Delivered Energy (MWH) of Load Asset 10019 for the month of service, as shown in Equation 2.

*Equation 2. Average Weighted RT LMP = Sum [hourly RT LMP * hourly Delivered Energy (MWH) of Load Asset 10019] / Sum [hourly Delivered Energy (MWH) of Load Asset 10019]*

The Large Customer Group prices listed in Appendix B are Fixed Monthly Adders requiring the Contract Rate to be calculated as described in Equation 1 and Equation 2, and the Contract Rate will be determined and affirmed by both Buyer and Seller by the third business day following the month of service. Once agreed upon, the Contract Rate for the month of service shall be final and shall not be subject to change in the event that either the New Hampshire RT LMP or the Delivered Energy (MWH) of Load Asset 10019 are subsequently revised or restated.

Section 5.2 Billing and Payment

(a) On or before the twentieth (20th) day of each month ("Invoice Date") during the term of this Agreement, Seller shall calculate the amount due and payable to Seller pursuant to this Article 5, for Delivered Energy with respect to the preceding month (the "Calculation"). Seller shall provide the Calculation to the Buyer and such Calculation shall include sufficient detail for the Buyer to verify its formulation and computation. Calculations under this paragraph shall be subject to recalculation in accordance with Article 6 and shall be subject to adjustment (positive or negative) based upon such recalculation (a "Reconciliation Adjustment"). Seller shall promptly calculate the Reconciliation Adjustment upon receiving data described in Section 6.3 and shall include the adjustment, if any, in the next month's Invoice. A Reconciliation Adjustment based upon a change in the quantity for an earlier month shall be calculated using the applicable Contract Rate for the month in which the Delivered Energy was received.

(b) Seller shall submit to the Buyer an invoice with such Calculation as provided for in paragraph (a) of this Section (the "Invoice") and the respective amounts due under this Agreement on the Invoice Date. The Buyer shall pay Seller the amount of the Invoice (including the Reconciliation Adjustment, if any, as a debit or credit) less any amounts disputed in accordance with Section 5.3, on or before the later of the last Business Day of each month, or the tenth (10th) day after receipt of the Invoice, or, if such day is not a Business Day, then on the next following Business Day, (the "Due Date"). Except for amounts disputed in accordance with Section 5.3, if all or any part of the Invoice remains unpaid after the Due Date, interest shall accrue after but not including the Due Date and be payable to Seller on such unpaid amount at the Interest Rate in effect on the Due Date. The Due Date for a Reconciliation Adjustment shall be the Due Date of the Invoice in which it is included.

(c) Each Party shall notify the other Party upon becoming aware of an error in an Invoice, Calculation or Reconciliation Adjustment (whether the amount is paid or not) and Seller shall promptly issue a corrected Invoice. Overpayments shall be returned by the receiving Party upon request or deducted by the receiving Party from subsequent invoices, with interest accrued at the Interest Rate from the date of the receipt of the overpayment until the date paid or deducted.

Section 5.3 Challenge to Invoices

Either Party may challenge, in writing, the accuracy of Calculations, Invoices, Reconciliation Adjustments and data no later than twenty-four (24) months after the Due Date of the Invoice in which the disputed information is contained. If a Party does not challenge the accuracy within such twenty-four (24) month period, such Invoice shall be binding upon that Party and shall not be subject to challenge. If any amount in dispute is ultimately determined (under the terms herein) to be due to the other Party, it shall be paid or returned (as the case may be) to the other Party within three (3) Business Days of such determination along with interest accrued at the Interest Rate from the (i) date due and owing in accordance with the Invoice until the date paid or (ii) if the amount was paid and is to be returned, from the date paid, until the date returned.

Section 5.4 Taxes, Fees and Levies

Seller shall be obligated to pay all present and future taxes, fees and levies ("Taxes") which may be assessed by any entity upon the Seller's performance under this Agreement the purchase and sale of

Requirements. Seller shall pay all Taxes with respect to the Requirements up to and at the Delivery Point, and the Buyer will pay all Taxes with respect to the Requirements after the Delivery Point. All Requirements, including electricity and other related market products delivered hereunder by Seller to the Buyer shall be sales for resale with the Buyer reselling such electricity and products.

Section 5.5 Netting and Setoff

Except for security provided pursuant to Section 7.3 (which shall not be considered for purposes of this Section 5.5) and unless otherwise specified in another agreement between the Parties, if the Parties are required to pay an amount in the same month each to the other under this Agreement or any other agreement between the Parties, or if any costs that are a Party's responsibility under this Agreement are incorrectly or inappropriately charged to the Party by the ISO, such amounts shall be netted, and the Party owing the greater aggregate amount shall pay to the other Party any difference between the amounts owed. Each Party reserves all rights, setoffs, counterclaims and other remedies and defenses (to the extent not expressly herein or therein waived or denied) that such Party has or to which such Party may be entitled arising from or out of this Agreement or the other agreement. Further, if the Buyer incurs any costs or charges that are the responsibility of Seller under this Agreement, such costs or charges may, at the Buyer's election, be netted against any amount due to Seller under this Agreement. All outstanding obligations to make payment under this Agreement or any other agreement between the Parties may be netted against each other, set off or recouped there from, or otherwise adjusted.

ARTICLE 6. QUALITY; LOSSES and QUANTITIES REQUIRED; DETERMINATION AND REPORTING OF HOURLY LOADS

Section 6.1 Quality

All electricity shall be delivered to the Buyer in the form of three-phase sixty-hertz alternating current at the Delivery Point.

Section 6.2 Losses

Seller shall be responsible for any transmission losses up to and including the Delivery Point. Losses beyond the Delivery Point are included in Delivered Energy and are paid for by the Buyer at the applicable Contract Rate.

Section 6.3 Determination and Reporting of Hourly Loads

The Buyer will estimate the Delivered Energy for Default Service provided by Seller pursuant to this Agreement based upon average load profiles developed for each of the Buyer's customer classes, actual metered data, as available, and the Buyer's actual total hourly load. The Buyer shall report to the ISO and Seller, the estimated Delivered Energy. In accordance with the ISO Rules, the Buyer will normally report to the ISO and to Seller, the Seller's estimated Delivered Energy by 1:00 P.M EPT of the second following Business Day after delivery. The Buyer shall have the right but not the obligation, in its sole and exclusive judgment, to modify the Estimation Process from time to time, provided that any such modification is designed with the objective of improving the accuracy of the Estimation Process.

Each month, the Buyer shall reconcile the Buyer's estimate of the Delivered Energy based upon the Buyer's meter reads (such meter reads as provided for in the Retail Delivery Tariff). The reconciliation, including all losses, shall be the adjusted Delivered Energy. In accordance with the ISO Rules the Buyer will normally notify the ISO of any resulting adjustment (debit or credit) to Seller's account for the Load Assets (set forth in Section 6.4) no later than the last day of the third month following the billing month.

Section 6.4 ISO Settlement Power System Model Implementation

The Default Service provided by Seller pursuant to this Agreement will be initially represented within the ISO Settlement Power System Model as described in Appendix A.

As soon as possible after the execution of this Agreement and before the Commencement Date, the Buyer shall assign to Seller, and Seller shall accept assignment of an Ownership Share for each Load Asset identified in Appendix A. Such assignment shall be effective beginning on the Commencement Date. Seller shall take any and all actions necessary to effectuate such assignment including executing documents required by ISO Rules. Once Seller's provision of Default Service terminates (at the end of a Delivery Term or otherwise), the Buyer and Seller will terminate Seller's Ownership Shares of the aforementioned Load Assets.

The Buyer shall have the right to change the Load Asset designations (identified above) from time to time, consistent with the definition and provision of Default Service. If and to the extent such designations change, the Buyer and Seller shall cooperate to timely put into effect the necessary documents that may be required to implement the new designations and terminate the prior designations.

ARTICLE 7. DEFAULT AND TERMINATION

Section 7.1 Events of Default

(a) Any one or more of the following events shall constitute an "Event of Default" hereunder with respect to the Buyer:

(i) Failure of the Buyer

(A) in any material respect to comply with, observe or perform any covenant, warranty or obligation under this Agreement (but excluding events that are otherwise specifically covered in this Section as a separate Event of Default and except due to causes excused by Force Majeure or attributable to Seller's' in breach of this Agreement); and

(B) After receipt of written notice from Seller such failure continues for a period of five (5) Business Days, or, if such failure cannot be reasonably cured within such five (5) Business Day period, such further period as shall reasonably be required to effect such cure (but in no event longer than thirty (30) days), provided that the Buyer commences within such five (5) Business Day period to effect a cure and at all times thereafter proceed diligently to complete the cure as quickly as possible and provides to Seller written documentation of its efforts and plan to cure and estimated time for completion of the cure.

(ii) Failure of the Buyer to (A) make when due any undisputed payment due to Seller hereunder; and (B) after receipt of written notice from Seller such failure continues for a period of three (3) Business Days.

(iii) Failure of the Buyer to accept Default Service in accordance with Article 3 (unless excused by Force Majeure or attributable to the Seller's breach of this Agreement, or otherwise in accordance with this Agreement).

(b) Any one or more of the following events shall constitute an "Event of Default" hereunder with respect to Seller:

(i) Failure of Seller

(A) in any material respect to comply with, observe, or perform any covenant, warranty or obligation under this Agreement (but excluding events that are otherwise specifically covered in this Section as a separate Event of Default and except due to causes excused by Force Majeure or attributable to the Buyer's in breach of this Agreement); and

(B) after receipt of written notice from the Buyer such failure continues for a period of five (5) Business Days, or, if such failure cannot be reasonably cured within such five (5) Business Day period, such further period as shall reasonably be required to effect a cure (but in no event longer than thirty (30) days), provided that Seller commences within such five (5) Business Day period to effect such cure and at all times thereafter proceeds diligently to complete the cure as quickly as possible and provides to the Buyer written documentation of its efforts and plan to cure and estimated time for completion of the cure;

(ii) Failure of Seller to provide Requirements in accordance with Articles 3 and 4

(c) Any one or more of the following events with respect to either Party shall constitute an "Event of Default" hereunder with respect to such Party:

(i) The entry by a court having jurisdiction in the premises of (A) a decree or order for relief in respect of such Party in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law, or (B) a decree or order adjudging such Party as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of such Party under any applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of such Party or of any substantial part of its property, or ordering the winding up or liquidation of its affairs;

(ii) The commencement by such Party of a voluntary case or proceeding, or any filing by a third party of an involuntary case or proceeding against a Party that is not dismissed within forty-five (45) days of such filing, under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law, or of any other case or proceeding to be adjudicated as bankrupt or insolvent, or the consent by it to the entry of a decree or order for relief in respect of such Party in an involuntary case or proceeding under any applicable federal or state bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable federal or state law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of a Party or of any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by such Party in furtherance of any such action;

(iii) Any representation or warranty made by a Party is or becomes false or misleading in any material respect.

(iv) Failure of such Party to deliver Performance Assurance when due in accordance with Section 7.3 if such failure is not remedied within three (3) Business Days after written notice.

Section 7.2 Remedies Upon Default

The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder:

(a) Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to (i) continue performance under this Agreement and exercise such rights and remedies as it may have at law, in equity or under this Agreement and seek remedies as may be necessary or desirable to enforce performance and observation of any obligations and covenants under this Agreement, so long as such rights and remedies are not duplicative of any other rights and remedies hereof, and do not otherwise enable the non-defaulting Party to obtain performance or payments in excess of the performance and payments to which it is otherwise entitled pursuant to this Agreement, or (ii) at its option, give such defaulting Party a written notice (a "Termination Notice") terminating this Agreement. Upon a termination for an Event of Default under Section 7.1(a), (b) or (c)(iii) and (iv), such termination shall be effective as of the date specified in the Termination Notice, which date shall be no earlier than the date such notice is effective and no later than thirty (30) days after the date of such notice is provided to the defaulting Party in accordance with Article 8. Upon a termination for an Event of Default under Section 7.1(c)(i) or (ii), such termination shall be effective as of the Event of Default, upon notice being provided to the defaulting Party in accordance with Article 8. Any attempted cure by a defaulting Party after a Termination Notice has been provided or the effective termination under Section 7.1(c)(i) or (ii) shall be void and of no effect. The Parties' obligations under this Agreement, in general and under this Section 7.2 in particular, are subject to the duty to mitigate damages as provided under common law.

(b) At any time after the occurrence of an Event of Default, or the delivery of a Termination Notice to the defaulting Party by the non-defaulting Party, the non-defaulting Party may exercise any rights it may have pursuant to the Section 7.3 (Security).

(c) In the event of termination for an Event of Default as provided in Section 7.1, in addition to any amounts owed for performance (or failure to perform) hereunder prior to such termination, the non-defaulting Party may recover, without duplication, its direct damages resulting from such Event of Default; such damages shall include the positive (if any) present value of this Agreement to the non-defaulting Party for the portion of the Delivery Term remaining at the time of such termination, to be determined by reference to market prices, transaction costs and load reasonably projected for the remaining portion of the Delivery Term ("Termination Damages"). The Termination Damages shall include all reasonably incurred transaction costs and expenses that otherwise would not have been incurred by the non-defaulting Party. In determining its Termination Damages, the non-defaulting Party shall offset its losses and costs by any gains or savings realized by the non-defaulting Party as a result of the termination.

Payment of Termination Damages, if any, shall be made by the defaulting Party to the non-defaulting Party within five (5) days after calculation of such Termination Damages and receipt of a notice including such calculation of the amounts owed hereunder and a written statement showing in reasonable detail the calculation and a summary of the method used to determine such amounts. Upon the reasonable request of the defaulting Party, the non-defaulting Party shall provide reasonable documentation to verify the costs underlying the Termination Damages. If the defaulting Party disputes the non-defaulting Party's calculation of the Termination Damages, in whole or in part, the defaulting Party shall, within five (5) days of receipt of the non-defaulting Party's calculation of the Termination Damages, provide to the non-defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that, the defaulting Party shall first pay the Termination Damages, if any, to the non-defaulting Party in accordance with the preceding sentence, and the non-defaulting Party shall then deposit such disputed amount into an interest bearing escrow account for the benefit of the prevailing Party and the dispute shall be resolved in accordance with Section 15.2.

(d) Notwithstanding any other provision of this Agreement, the cure of any default or failure to comply with, observe or perform any covenant, warranty or obligation under this Agreement within the period provided therefor in this Article shall not release such defaulting Party from its obligations under Section 9.2 of this Agreement.

(e) Upon termination the Buyer shall, and upon the occurrence of an Event of Default by Seller, the Buyer shall have the right to, immediately notify the ISO that (i) the assignment from the Buyer to Seller of the applicable Ownership Share has been terminated, (ii) the Load Assets shall be removed from Seller's account and placed in the account of the Buyer and (iii) Seller consents to such action. In the event the Buyer so notifies the ISO, Seller shall immediately take any and all actions that may be required by the ISO to remove the Load Assets from Seller's account and place them in the account of the Buyer. If the Agreement has not been terminated, the Buyer, in its sole discretion with 5 Business Days prior notice to Seller, may elect to assign the applicable Ownership Share of the Load Assets to the account of Seller and Seller shall accept such assignment, consistent with the actions required by Section 6.4 of this Agreement.

Section 7.3 <u>Security</u>

(a) If (i) with respect to Seller or Seller's credit support provider, [Seller's credit support provider], the Credit Rating of Seller or Seller's credit support provider is downgraded by Moody's and S&P, such that its Credit Rating is below an Investment Grade; or (ii) with respect to Buyer, its

Shareholder Equity is at any time less than $25,000,000 (each a "Downgrade Event"), then within three (3) Business Days after a request of the other Party, the downgraded Party shall deliver the applicable amount of performance assurance required pursuant to this Article 7 ("Performance Assurance") to the other Party ("Compliant Party").

(b) If Performance Assurance is required to be posted by a Party pursuant to the immediately preceding paragraph, the following Sections 7.3(b)(i) through 7.3(b)(iv) shall apply:

(i) The Compliant Party shall calculate its exposure under this Agreement as soon as practicable after the Downgrade Event, and on a monthly basis thereafter ("Performance Assurance Calculation Date").

(ii) All Performance Assurance shall be delivered in the form of: (i) U.S. Dollars delivered by wire transfer of immediately available funds ("Funds"); or (ii) a Letter of Credit from a Qualified Institution (as defined herein). For purposes of determining the amount of Performance Assurance held at any time, a Letter of Credit shall be valued at zero unless it expires more than thirty (30) days after the date of valuation. For purposes of this Agreement, the Parties acknowledge that any Performance Assurance provided by Buyer shall be in the form of Funds as defined in this Section 7.3. For purposes hereof, "Letter(s) of Credit" means one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a U.S. branch of a foreign bank (which is not an affiliate of either Party) with such bank having a credit rating of at least A- from S&P and A3 from Moody's, having $1,000,000,000 in assets (a "Qualified Institution"), and otherwise being in a form acceptable to the Party in whose favor the letter of credit is issued. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

(iii) For purposes hereof, it shall be a Letter of Credit Default ("Letter of Credit Default") with respect to an outstanding Letter of Credit, upon the occurrence of any of the following events: (i) the bank issuing the Letter of Credit shall fail to maintain a credit rating of at least "A-" by S&P and "A3" by Moody's, (ii) the bank issuing the Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit if such failure shall be continuing after the lapse of any applicable grace period; (iii) the bank issuing the Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of such Letter of Credit; (iv) such Letter of Credit shall fail or cease to be in full force and effect at any time during the term of any outstanding transaction; or (v) the pledgor or the bank issuing the Letter of Credit shall fail to cause the renewal or replacement of the Letter of Credit to the secured party at least thirty (30) Business Days prior to the expiration of such Letter of Credit; provided, however, that no Letter of Credit Default shall occur in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to the pledgor in accordance with the terms of this Agreement. If a Letter of Credit Default occurs, then the Party which applied for such Letter of Credit shall have five (5) Business Days to cure the event(s) causing the Letter of Credit Default or to replace the Letter of Credit with a substitute Letter of Credit or Funds. Any failure to cure the event(s) causing the Letter of Credit Default or to provide a substitute Letter of Credit or Funds within five (5) Business Days of the event(s) leading to the Letter of Credit Default shall be an Event of Default under Section 7.1(c)(iv).

(iv) The Compliant Party will be entitled to hold posted Performance Assurance, provided that the following conditions applicable to it are satisfied: (1) the Compliant Party is not a defaulting Party; (2) the Compliant Party or Seller has and maintains an Investment

Grade Credit Rating or at least the minimum Shareholder Equity required in Section 7.3(a), as applicable; and (3) the posted Performance Assurance is held only in the United States. For funds held as Performance Assurance by the Compliant Party, the Interest Rate will be the Federal Funds Rate as from time to time in effect. "Federal Funds Rate" means, for the relevant determination date, the rate opposite the caption "Federal Funds (Effective)" as set forth in the weekly statistical release designated as H.15 (519), or any successor publication, published by the Board of Governors of the Federal Reserve System. Such interest shall be calculated commencing on the date Performance Assurance in the form of cash is received by a Party but excluding the earlier of: (i) the date Performance Assurance in the form of cash is returned to a Party; or (ii) the date Performance Assurance in the form of cash is applied to a pledgor's obligations pursuant to Section 7.3 with the net amount of interest accrued monthly being payable on the third Business Day of the following month. A Party holding Performance Assurance may apply such Performance Assurance, without prior notice to the other party, to satisfy the obligations of the other Party in accordance with Section 7.2. Each Party hereby covenants and agrees that it shall be entitled herein to hold posted Performance Assurance as custodian on its own behalf as a secured party if it meets the criteria set forth above in this Section 7.3. However, if the Party holding Performance Assurance is not eligible to hold posted Performance Assurance pursuant to this Section 7.3, then such Party shall be considered ineligible to hold posted Performance Assurance as a secured party and such posted Performance Assurance shall be maintained as follows: the ineligible secured party will cause all posted Performance Assurance received from the other Party to be segregated from the secured party's own property and identified clearly as Performance Assurance and to be held in an account in which no property of the secured party is held (a "Collateral Account") with a domestic office of a Qualified Institution, each of which accounts may include property of other parties which have delivered posted Performance Assurance to the secured party under other agreements, but will bear a title indicating that the secured party's interest in said account is as a holder of collateral. Such accounts will bear interest at the rate offered by the Qualified Institution. In addition, the secured party may direct the pledgor to transfer or deliver eligible Performance Assurance directly into the secured party's Collateral Account. The secured party shall cause statements concerning the posted Performance Assurance transferred or delivered by the pledgor to be sent to the pledgor on request, which may not be made more frequently than once in each calendar month.

(c) Prior to the Commencement Date and at any time upon the request by Buyer of Seller or by Seller of Buyer, the Party to whom the request is made shall establish that it meets the Credit Requirements by providing (x) a certificate of one of its authorized officers, accompanied by supporting certified financial statements and (y) documentation of its Credit Rating or its Shareholder Equity, as applicable. Buyer and Seller shall inform the other Party within one (1) Business Day of any failure to satisfy the Credit Requirements, provided that, in no event, shall the failure of a Party to provide the notice required pursuant to this sentence constitute a default or an Event of Default pursuant to Section 7.1.

Section 7.4 <u>Forward Contract.</u>

Each Party represents and warrants to the other that it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code, that this Agreement is a "forward contract" within the meaning of the United States Bankruptcy Code, and that the remedies identified in this

Agreement, including those specified in Section 7, shall be "contractual rights" as provided for in 11 U.S.C. § 556 as that provision may be amended from time to time.

ARTICLE 8. NOTICES, REPRESENTATIVES OF THE PARTIES

Section 8.1 Notices

Any notice, demand, or request required or authorized by this Agreement to be given by one Party to another Party shall be in writing. It shall either be sent by facsimile (with receipt confirmed by telephone), courier, personally delivered (including overnight delivery service) or mailed, postage prepaid, to the representative of the other Party designated in accordance with this Article. Any such notice, demand, or request shall be deemed to be given (i) when sent by facsimile confirmed by telephone, (ii) when actually received if delivered by courier or personal delivery (including overnight delivery service) or (iii) seven (7) days after deposit in the United States mail, if sent by first class mail return receipt requested.

Notices and other communications by Seller to the Buyer shall be addressed to:

Mr. Robert S. Furino
Director, Energy Contracts
Unitil Energy Systems, Inc.
6 Liberty Lane West
Hampton, NH 03842
(603) 773-6452 (phone)
(603) 773-6652 (fax)

and

Notices concerning Article 7 shall also be sent to:

Mr. Mark H. Collin
Treasurer
Unitil Energy Systems, Inc.
6 Liberty Lane West
Hampton, NH 03842
(603) 773-6612 (phone)
(603) 773-6812 (fax)

Notices and other communications by the Buyer to Seller shall be addressed to:

[Name]
[Company]
[Address]
[City, State & Zip]
[Phone]
[FAX]

Any Party may change its representative or address for notices by written notice to the other Party; however such notice shall not be effective until it is received by the other Party.

Section 8.2 Authority of Representative

The Parties' representatives shall have full authority to act for their respective Party in all matters relating to the performance of this Agreement. Notwithstanding the foregoing, a Party's representative shall not have the authority to amend, modify, or waive any provision of this Agreement unless they are duly authorized officers of their respective entities and such amendment, modification or waiver is made in accordance to Article 17.

ARTICLE 9. LIABILITY; INDEMNIFICATION; RELATIONSHIP OF PARTIES

Section 9.1 Limitation on Consequential, Incidental and Indirect Damages

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER THE BUYER NOR SELLER, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, PARENT OR AFFILIATES, SUCCESSOR OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES, SUCCESSORS, OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES (INCLUDING ATTORNEY'S FEES OR LITIGATION COSTS EXCEPT AS EXPRESSLY PROVIDED IN 15.2) CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS AGREEMENT, INCLUDING ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, OR ANY OTHER THEORY OF RECOVERY. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS AGREEMENT.

Section 9.2 Indemnification

(a) Seller agrees to defend, indemnify and save the Buyer, its officers, directors, employees, agents, successors assigns, and Affiliates and their officers, directors, employees and agents harmless from and against any and all third-party claims, suits, actions or causes of action and any resulting losses, damages, charges, costs or expenses, (including reasonable attorneys' fees and court costs), arising from or in connection with any (a) breach of a representation or warranty or failure to perform any covenant or agreement in this Agreement by Seller, (b) any violation of applicable law, regulation or order by Seller, (c) any act or omission by Seller with respect to this Agreement, first arising, occurring or existing during the term of this Agreement, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement, except to the extent caused by an act of gross negligence or willful misconduct by an officer, director, agent, employee, or Affiliate of the Buyer or its respective successors or assigns.

(b) The Buyer agrees to defend, indemnify and save Seller, its officers, directors, employees, agents, successor, assigns, and Affiliates and their officers, directors, employees and agents harmless from and against any and all third-party claims, suits, actions or causes of action and any resulting losses, damages, charges, costs or expenses, (including reasonable attorneys' fees and court costs), arising from or in connection with any (a) breach of representation or warranty or failure to perform any covenant or agreement in this Agreement by said Buyer, (b) any violation of applicable law, regulation or order by said Buyer, (c) any act or omission by the Buyer, with respect to this Agreement first arising, occurring or existing during the term of this Agreement, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement, except to the extent caused by an act of gross negligence or willful misconduct by an officer, director, agent, employee or Affiliate of Seller or its respective successors or assigns.

(c) If any Party intends to seek indemnification under this Section from the other Party with respect to any action or claim, the Party seeking indemnification shall give the other Party notice of such claim or action within thirty (30) days of the later of the commencement of, or actual knowledge of, such claim or action; provided, however, that in the event such notice is delivered more than thirty (30) days after the Party seeking indemnification knows of such claim or action, the indemnifying Party shall be relieved of its indemnity hereunder only if and to the extent such indemnifying Party was actually prejudiced by the delay. The Party seeking indemnification shall have the right, at its sole cost and expense, to participate in the defense of any such claim or action. The Party seeking indemnification shall not compromise or settle any such claim or action without the prior consent of the other Party, which consent shall not be unreasonably withheld.

Section 9.3 Independent Contractor Status

Nothing in this Agreement shall be construed as creating any relationship between the Buyer and Seller other than that of independent contractors for the sale and delivery of Requirements for Default Service.

ARTICLE 10. ASSIGNMENT

Section 10.1 General Prohibition Against Assignments

Except as provided in Section 10.2, neither Party shall assign, pledge or otherwise transfer this Agreement or any right or obligation under this Agreement without first obtaining the other Party’s written consent, which consent shall not be unreasonably withheld.

Section 10.2 Exceptions to Prohibition Against Assignments

(a) Seller may, without the Buyer’s prior written consent, collaterally assign this Agreement in connection with financing arrangements provided that any such collateral assignment that provides for the Buyer to direct payments to the collateral agent (i) shall be in writing, (ii) shall not be altered or amended without prior written notice to the Buyer from both Seller and the collateral agent, and (iii) provided that any payment made by the Buyer to the collateral agent shall discharge the Buyer’s obligation as fully and to the same extent as if it had been made to the Seller. Seller must provide the Buyer at least ten (10) days advance written notice of collateral assignment and provide copies of any such assignment and relevant agreements or writings.

(b) The Buyer may assign all or a portion of its rights and obligations under this Agreement to any Affiliate of the Buyer without consent of Seller.

(c) Either Party may, upon written notice to the other Party, assign its rights and obligations hereunder, or transfer such rights and obligations by operation of law, to any entity with which or into which such Party shall merge or consolidate or to which such Party shall transfer all or substantially all of its assets, provided that such other entity agrees to assume the rights and obligations hereunder and be bound by the terms hereof and provided further, that such other entity's creditworthiness is equal to or higher than that of the assignor, in which case the assignor shall be relieved of any obligation or liability hereunder as a result of such assignment.

ARTICLE 11. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto and their respective successors and permitted assigns.

ARTICLE 12. FORCE MAJEURE

(a) Force Majeure shall include but not be limited to acts of God, earthquakes, fires, floods, storms, strikes, labor disputes, riots, insurrections, acts of war (whether declared or otherwise), acts of governmental, regulatory or judicial bodies, but if and only to the extent that such event or circumstance (i) directly affects the availability of the transmission or distribution facilities of NEPOOL, the Buyer or an Affiliate of the Buyer necessary to provide service to the Buyer's customers which are taking service pursuant to the Retail Delivery Tariff and (ii) it is not within the reasonable control of, or the result of the negligence of, the claiming Party, and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (A) fluctuations in Default Service, (B) the cost to a Party to overcome or avoid, or cause to be avoided, the event or circumstance affecting such Party's performance or (C) events affecting the availability or cost of operating any generating facility.

(b) To the extent that either Party is prevented by Force Majeure from carrying out, in whole or in part, its obligations hereunder and (i) such Party gives notice and detail of the Force Majeure to the other Party as soon as practicable after the onset of the Force Majeure, including an estimate of its expected duration and the probable impact on the performance of its obligations hereunder; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure, and (iii) the Party claiming Force Majeure uses commercially reasonable efforts to remedy or remove the inability to perform caused by Force Majeure, then the affected Party shall be excused from the performance of its obligations prevented by Force Majeure. However, neither Party shall be required to pay for any obligation the performance of which is excused by Force Majeure. This paragraph shall not require the settlement of any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute are contrary to its interest. It is understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party involved in the dispute.

(c) No obligations of either Party which arose before the Force Majeure occurrence causing the suspension of performance shall be excused as a result of the Force Majeure.

(d) Prior to the resumption of performance suspended as a result of a Force Majeure occurrence, the Party claiming the Force Majeure shall give the other Party written notice of such resumption.

ARTICLE 13. WAIVERS

No delay or omission in the exercise of any right under this Agreement shall impair any such right or shall be taken, construed or considered as a waiver or relinquishment thereof, but any such right may be exercised from time to time and as often as may be deemed expedient. The waiver of any single breach or default of any term or condition of this Agreement shall not be deemed to constitute the waiver of any other prior or subsequent breach or default of the Agreement or any other term or condition.

ARTICLE 14. LAWS AND REGULATIONS

(a) This Agreement and all rights, obligations, and performances of the Parties hereunder, are subject to all applicable federal and state laws, and to all duly promulgated orders and other duly authorized action of governmental authorities having jurisdiction hereof.

(b) The rates, terms and conditions contained in this Agreement are not subject to change under Section 205 of the Federal Power Act as that section may be amended or superceded, absent the mutual written agreement of the Parties. Each Party irrevocably waives its rights, including its rights under §§ 205-206 of the Federal Power Act, unilaterally to seek or support a change in the rate(s), charges, classifications, terms or conditions of this Agreement or any other agreements entered into in connection with this Agreement. By this provision, each Party expressly waives its right to seek or support: (i) an order from FERC finding that the market-based rate(s), charges, classifications, terms or conditions agreed to by the Parties in the Agreement are unjust and unreasonable; or (ii) any refund with respect thereto. Each Party agrees not to make or support such a filing or request, and that these covenants and waivers shall be binding notwithstanding any regulatory or market changes that may occur hereafter.

(c) Absent the agreement of all Parties to a proposed change, the standard of review for changes to this Agreement proposed by a non-party or the Commission acting sua sponte shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

ARTICLE 15. INTERPRETATION, DISPUTE RESOLUTION

Section 15.1 Governing Law

The Agreement shall be governed by and construed and performed in accordance with the laws of the State of New Hampshire, without giving effect to its conflict of laws principles.

Section 15.2 Dispute Resolution

All disputes between the Buyer and Seller under this Agreement shall be referred, upon notice by one Party to the other Party, to a senior manager of Seller designated by Seller, and a senior manager of the Buyer designated by the Buyer, for resolution on an informal basis as promptly as practicable. In the event the designated senior managers are unable to resolve the dispute within ten (10) days of receipt of the notice, or such other period to which the Parties may jointly agree, such dispute shall be submitted to arbitration and resolved in accordance with the arbitration procedure set forth in this Section. The arbitration shall be conducted in Concord, New Hampshire before a single neutral arbitrator mutually agreed to and appointed by the Parties. If the Parties fail to agree upon a single arbitrator within ten (10) days of the referral of the dispute to arbitration, Seller and the Buyer shall each choose one arbitrator, who shall sit on a three-member arbitration panel. The two arbitrators so chosen shall within ten (10) days select a third arbitrator to act as chairman of the arbitration panel. In either case, the arbitrator(s) shall be knowledgeable in electric utility matters, including wholesale power transactions and power market issues, and shall not have any current or past material business or financial relationships with either Party or a witness for either Party and shall not have a direct or indirect interest in any Party or the subject matter of the arbitration. The arbitrator(s) shall afford each of the Parties an opportunity to be heard and, except as otherwise provided herein, shall generally conduct the arbitration in accordance with the then-current arbitration rules of the CPR Institute for Dispute Resolution (formerly known as the Center for Public Resources), unless otherwise mutually agreed by the Parties. There shall be no formal discovery conducted in connection with the arbitration unless otherwise mutually agreed by the Parties; provided, however, that the Parties shall exchange witness lists and copies of any exhibits that they intend to utilize in their direct presentations at any hearing before the arbitrator(s) at least ten (10) days prior to such hearing, along with any other information or documents specifically requested by the arbitrator(s) prior to the hearing. Any offer made and the details of any negotiations to resolve the dispute shall not be admissible in the arbitration or otherwise. Unless otherwise agreed, the arbitrator(s) shall render a decision within ninety (90) days of his, her or their appointment and shall notify the Parties in writing of such decision and the reasons therefore, and shall make an award apportioning the payment of the costs and expenses of arbitration among the Parties; provided, however, that each Party shall bear the costs and expenses of its own attorneys, expert witnesses and consultants unless the arbitrator(s), based upon a determination of good cause, awards attorneys fees and legal and other costs to the prevailing Party. The arbitrator(s) shall be authorized only to interpret and apply the provisions of this Agreement and shall have no power to modify or change the Agreement in any manner. The decision of the arbitrator(s) shall be final and binding upon the Parties, and judgment on the award may be entered in any court having jurisdiction, subject expressly to Section 15.3. The decision of the arbitrator(s) may be appealed solely on the grounds that the conduct of the arbitrator(s), or the decision itself, violated the standards set forth in the Federal Arbitration Act and/or the Administrative Dispute Resolution Act. Nothing in this paragraph shall impair the ability of a Party to exercise any right or remedy it has under this Agreement, including those in Article 7.

Section 15.3 Venue; Waiver of Jury Trial

Each Party hereto irrevocably (i) submits to the exclusive jurisdiction of the federal and state courts located in the State of New Hampshire; (ii) waives any objection which it may have to the laying of venue of any proceedings brought in any such court; and (iii) waives any claim that such proceedings have been brought in an inconvenient forum. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

ARTICLE 16. SEVERABILITY

Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining provisions and lawful obligations that arise under this Agreement. If any provision of this Agreement, or the application thereof to any Party or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Agreement and the application of such provision or circumstances shall not be affected by such invalidity or unenforceability.

ARTICLE 17. MODIFICATIONS

No modification or amendment of this Agreement will be binding on any Party unless it is in writing and signed by both Parties.

ARTICLE 18. ENTIRE AGREEMENT

This Agreement, including the Appendices, the tariffs and agreements referred to herein or therein, embody the entire agreement and understanding of the Parties in respect of the transactions contemplated by this Agreement. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein or therein. It is expressly acknowledged and agreed that there are no restrictions, promises, representations, warranties, covenants or undertakings contained in any material provided or otherwise made available by the Seller or the Buyer to each other. This Agreement supersedes all prior agreements and understandings between the Parties with respect to the transactions contemplated hereby.

ARTICLE 19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

ARTICLE 20. INTERPRETATION; CONSTRUCTION

The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement. For purposes of this Agreement, the term "including" shall mean "including, without limitation". The Parties acknowledge that, each Party and its counsel have reviewed and or revised this Agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, and it is the result of joint discussion and negotiation.

ARTICLE 21. REPRESENTATIONS; WARRANTIES AND COVENANTS

Each Party represents to the other Party, upon execution and continuing throughout the term of this Agreement, as follows:

(a) It is duly organized in the form of business entity set forth in the first paragraph of this Agreement, validly existing and in good standing under the laws of its state of its organization and has all requisite power and authority to carry on its business as is now being conducted, including all regulatory authorizations as necessary for it to legally perform its obligations hereunder.

(b) It has full power and authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by it, and, assuming that this Agreement constitutes a valid and binding agreement of the other Party, constitutes its valid and binding agreement, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(c) Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its constitutional documents, or the terms of any note, bond, mortgage, indenture, deed of trust, license, franchise, permit, concession, contract, lease or other instrument to which it is bound, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets.

(d) No declaration, filing with, notice to, or authorization, permit, consent or approval of any governmental authority is required for the execution and delivery of this Agreement by it or the performance by it of its obligations hereunder, other than such declarations, filings, registrations, notices, authorizations, permits, consents or approvals which, if not obtained or made, will not, in the aggregate, have a Material Adverse Effect.

(e) Neither the execution and delivery of this Agreement by it will nor the performance by it of its obligations under this Agreement will or does (i) conflict with or result in any breach of any provision of its Governing Documents, (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, license, agreement or other instrument or obligation to which it or any of its subsidiaries is a party or by which it or any of its subsidiaries is bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained or which, in the aggregate, would not have a Material Adverse Effect; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to it, which violation would have a Material Adverse Effect.

(f) There are no claims, actions, proceedings or investigations pending or, to its knowledge, threatened against or relating to it before any governmental authority acting in an adjudicative capacity relating to the transactions contemplated hereby that could have a Material Adverse Effect. It is not subject to any outstanding judgment, rule, order, writ, injunction or decree of any court or governmental authority which, individually or in the aggregate, would create a Material Adverse Effect.

(g) There are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by it, or of its knowledge threatened against it.

(h) It is a signatory to the Market Participant Service Agreement and is in compliance with all ISO Rules, including the ISO Financial Assurance Policy.

(i) It is acting for its own account, has made its own independent decision to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party hereto, and is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement.

ARTICLE 22. CONSENTS AND APPROVALS

The Parties shall cooperate so that each Party may take such actions as necessary and required for the other Party to effectuate and comply with this Agreement including to (i) promptly prepare and file all necessary documentation, (ii) effect all necessary applications, notices, petitions and filings and execute all agreements and documents, and (iii) use all commercially reasonable efforts to obtain all necessary consents, approvals and authorizations of all other entities, in the case of each of the foregoing clauses (i), (ii) and (iii), necessary or advisable to consummate the transactions contemplated by this Agreement. The Buyer shall have the right to review and approve in advance all characterizations of the information relating to the transactions contemplated by this Agreement which appear in any filing, press release or public announcement made in connection with the transactions contemplated hereby.

ARTICLE 23. CONFIDENTIALITY

Seller acknowledges that Seller's identity will be publicly disclosed in the NHPUC order approving or denying the Buyer's inclusion in retail rates of the amounts payable by Buyer to Seller under this Agreement as described in Section 3.8. Neither Seller nor the Buyer shall provide copies of this Agreement or disclose the contents thereof (the "Confidential Terms") to any third party without the prior written consent of the other Party; provided, however, that either Party may provide a copy of the Confidential Terms, in whole or in part to (1) any regulatory agency requesting and/or requiring such Confidential Terms, provided that any such disclosure must include a request for confidential treatment of the Confidential Terms, and (2) an Affiliate if related to the Party's performance of its obligations hereunder, provided that such Affiliate agrees to treat the Confidential Terms as confidential in accordance with this clause.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement on their behalf as of the date first above written.

UNITIL ENERGY SYSTEMS, INC.

BY:

Mark H. Collin
Treasurer

[COMPANY]

BY: ___________________________

Its_____________________________

APPENDIX A
Service Requirements Matrix
By Service Requirement, Load Asset Name and ID, Load Responsibility, and Applicable Period

[List All Active Transactions]

For service pursuant to Buyer's RFP issued on **August 7, 2012**

Service Requirement	Load Asset Name and ID	Load Responsibility	Schedule 1	Schedule 2
UES Small Default Load	Small Customer Group, 11451	25%	November 1, 2012	April 30, 2013
UES Small Default Load	Small Customer Group, 11451	75%	May 1, 2013	May 31, 2013
UES Medium Default Load	Medium Customer Group, 11452	25%	November 1, 2012	April 30, 2013
UES Medium Default Load	Medium Customer Group, 11452	75%	May 1, 2013	May 31, 2013
UES Large Customer Group	UES Large Default Load, 10019	100%	November 1, 2012	May 31, 2013

APPENDIX B
Monthly Contract Rate by Service Requirement
Dollars per MWh

For service pursuant to Buyer's RFP issued on **August 7, 2012**

Service Requirement	Nov. -12	Dec.-12	Jan.-13	Feb.-13	Mar.-13	Apr.-13
25% UES Small Customer Group (6 months)						

Service Requirement	May -13
75% UES Small Customer Group (1 month)	

Service Requirement	Nov. -12	Dec.-12	Jan.-13	Feb.-13	Mar.-13	Apr.-13
25% UES Medium Customer Group (6 months)						

Service Requirement	May -13
75% UES Medium Customer Group (1 months)	

The following are Fixed Monthly Adders. Please refer to Section 5.1 for calculation of Contract Rate						
Service Requirement	Nov. -12	Dec.-12	Jan.-13	Feb.-13	Mar.-13	Apr.-13
100% UES Large Customer Group (7 months)						

Service Requirement	May -13
100% UES 100% UES Large Customer Group (7 months)	

APPENDIX C
POINTS OF INTERCONNECTION, REFERRED TO AS DELIVERY POINT

Points of Interconnection	**Nominal Delivery Voltage**	**Metering Point**	**Nominal Metering Voltage**
Garvins	3ϕ, 4 wire, 19.9/34.5 kV	At Delivery Point	3ϕ, 4 wire, 19.9/34.5 kV
Concord Steam	3ϕ, 4 wire, 7.9/13.8 kV	At Connection Point	3ϕ, 4 wire, 7.9/13.8 kV
New Hampshire Hydro			
Lower Penacook Falls (1)	3ϕ, 4 wire, 19.9/34.5 kV	At Connection Point	3ϕ, 4 wire, 19.9/34.5 kV
Upper Penacook Falls (1)	3ϕ, 4 wire, 19.9/34.5 kV	At Connection Point	3ϕ, 4 wire, 19.9/34.5 kV
Briar Hydro (1)	3ϕ, 4 wire, 19.9/34.5 kV	At Connection Point	3ϕ, 4 wire, 19.9/34.5 kV
SES Concord Company L.P. (1)	3ϕ, 4 wire, 19.9/34.5 kV	At Connection Point	3ϕ, 4 wire, 19.9/34.5 kV
Hollis (Plains)	3ϕ, 4 wire, 19.9/34.5 kV	At Delivery Point	3ϕ, 4 wire, 19.9/34.5 kV
Penacook	3ϕ, 4 wire, 19.9/34.5 kV	At Delivery Point	3ϕ, 4 wire, 19.9/34.5 kV
Danville	3ϕ, 4 wire, 19.9/34.5 kV	At Delivery Point	3ϕ, 4 wire, 19.9/34.5 kV
Guinea Road	3ϕ, 4 wire, 19.9/34.5 kV	At Delivery Point	3ϕ, 4 wire, 19.9/34.5 kV
Kingston	3ϕ, 4 wire, 19.9/34.5 kV	At Delivery Point	3ϕ, 4 wire, 19.9/34.5 kV
Timber Swamp	3ϕ, 4 wire, 19.9/34.5 kV	At Delivery Point	3ϕ, 4 wire, 19.9/34.5 kV
Great Bay	3ϕ, 4 wire, 19.9/34.5 kV	At Delivery Point	3ϕ, 4 wire, 19.9/34.5 kV

(1) Small power producer purchase delivery points.

Appendix B1: Proposed PSA Amendment

Please see the file named “App_B1_PSA_Amend_2012-08.doc”

AMENDMENT No. [X]
OF
POWER SALES AGREEMENT

This Amendment No. [X] ("Amendment No. [X]"), dated and effective as of September 12, 2012 (the "Effective Date"), amends the Power Sales Agreement, dated [Date] (the "Agreement") between UNITIL ENERGY SYSTEMS, INC. ("Buyer") and [Company Name] ("Seller") (collectively, the "Parties").

Notwithstanding Article 21(d) of the Agreement or anything else to the contrary in either this Amendment No. [X] or the Agreement, the Parties' obligations under this Amendment No. [X] are subject to Buyer obtaining approval from the NHPUC of the inclusion in retail rates of the amounts payable by Buyer to Seller under this Amendment No. [X], without material modification to the obligations of either Party under this Amendment No. [X]. Buyer shall use its best efforts to obtain prompt approval of such rates. If Buyer is unable to obtain NHPUC approval by September 28, 2012, Buyer and Seller agree to review the status of such approval process and determine whether to continue to pursue the transaction contemplated in this Amendment No. [X]. If the Parties cannot agree as to how to continue such transaction, this Amendment No. [X] shall terminate and be null and void without liability to either Party.

Buyer shall bear the cost of the NHPUC filing described above except for any costs associated with Seller's intervention. Buyer shall request that the NHPUC give confidential treatment to the terms of this Amendment No. [X], which is the result of a competitive solicitation held by Buyer.

The Parties hereby agree to further amend the Agreement as follows:

1. Appendix A is amended as attached hereto. The amendment adds a new section reflecting the results of the RFP issued by Buyer on August 7, 2012.

2. Appendix B is amended as attached hereto. The amendment adds pricing associated with the results of the RFP issued by Buyer on August 7, 2012.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute and deliver this Amendment No. [X] to the Agreement effective as of the Effective Date.

UNITIL ENERGY SYSTEMS, INC.

BY:

Mark H. Collin
Treasurer

[Company Name]

BY:

Its______________________________

APPENDIX A
Service Requirements Matrix
By Service Requirement, Load Asset Name and ID, Load Responsibility, and Applicable Period

[List All Active Transactions]

For service pursuant to Buyer's RFP issued on **August 7, 2012**

Service Requirement	Load Asset Name and ID	Load Responsibility	Schedule 1	Schedule 2
UES Small Default Load	Small Customer Group, 11451	25%	November 1, 2012	April 30, 2013
UES Small Default Load	Small Customer Group, 11451	75%	May 1, 2013	May 31, 2013
UES Medium Default Load	Medium Customer Group, 11452	25%	November 1, 2012	April 30, 2013
UES Medium Default Load	Medium Customer Group, 11452	75%	May 1, 2013	May 31, 2013
UES Large Customer Group	UES Large Default Load, 10019	100%	November 1, 2012	May 31, 2013

APPENDIX B
Monthly Contract Rate by Service Requirement
Dollars per MWh

For service pursuant to Buyer's RFP issued on **August 7, 2012**

Service Requirement	Nov. -12	Dec.-12	Jan.-13	Feb.-13	Mar.-13	Apr.-13
25% UES Small Customer Group (6 months)						

Service Requirement	May -13
75% UES Small Customer Group (1 month)	

Service Requirement	Nov. -12	Dec.-12	Jan.-13	Feb.-13	Mar.-13	Apr.-13
25% UES Medium Customer Group (6 months)						

Service Requirement	May -13
75% UES Medium Customer Group (1 months)	

The following are Fixed Monthly Adders.
Please refer to Section 5.1 for calculation of Contract Rate

Service Requirement	Nov. -12	Dec.-12	Jan.-13	Feb.-13	Mar.-13	Apr.-13
100% UES Large Customer Group (7 months)						

Service Requirement	May -13
100% UES Large Customer Group (7 months)	

Unitil Energy Systems, Inc.
Customer Migration Report

RETAIL SALES (kWh) by CUSTOMER CLASS
Competitive Generation Sales

Month	DOMESTIC	REGULAR GENERAL	LARGE GENERAL	OUTDOOR LIGHTING	TOTAL
Aug-11	227,107	9,206,930	26,802,258	220,847	36,457,142
Sep-11	219,385	9,209,165	26,788,665	236,946	36,454,161
Oct-11	230,582	8,102,428	25,158,593	226,908	33,718,512
Nov-11	323,361	7,875,806	24,073,226	225,863	32,498,256
Dec-11	354,480	7,599,535	23,238,047	217,404	31,409,466
Jan-12	466,439	8,690,755	22,504,443	237,107	31,898,744
Feb-12	443,699	8,786,890	23,891,953	216,441	33,338,983
Mar-12	380,070	8,486,961	22,687,173	213,091	31,767,295
Apr-12	308,425	8,905,623	23,634,770	232,223	33,081,041
May-12	262,429	9,364,590	24,771,505	229,162	34,627,686
Jun-12	226,471	10,022,975	25,607,918	221,788	36,079,152
Jul-12	256,773	11,100,472	26,666,967	219,944	38,244,157

RETAIL SALES (kWh) by CUSTOMER CLASS
Total Sales

Month	DOMESTIC	REGULAR GENERAL	LARGE GENERAL	OUTDOOR LIGHTING	TOTAL
Aug-11	49,122,773	33,208,909	32,551,263	705,182	115,588,128
Sep-11	44,603,448	32,449,648	32,862,183	759,195	110,674,474
Oct-11	35,494,195	27,425,503	30,091,217	717,112	93,728,028
Nov-11	36,771,207	26,638,307	28,592,027	732,913	92,734,454
Dec-11	40,146,531	26,360,331	27,618,147	702,372	94,827,381
Jan-12	48,368,998	29,336,299	27,601,531	726,978	106,033,806
Feb-12	44,220,626	28,905,246	28,727,521	687,556	102,540,949
Mar-12	39,623,978	26,943,834	27,067,592	679,682	94,315,086
Apr-12	36,286,213	27,010,885	28,315,972	739,745	92,352,815
May-12	34,668,710	27,229,334	29,136,163	736,418	91,770,626
Jun-12	36,173,403	28,151,147	29,950,789	717,267	94,992,607
Jul-12	46,275,333	31,499,932	31,581,315	702,167	110,058,748

RETAIL SALES (kWh) by CUSTOMER CLASS
Competitive Generation Sales as a Percentage of Total Sales

Month	DOMESTIC	REGULAR GENERAL	LARGE GENERAL	OUTDOOR LIGHTING	TOTAL
Aug-11	0.5%	27.7%	82.3%	31.3%	31.5%
Sep-11	0.5%	28.4%	81.5%	31.2%	32.9%
Oct-11	0.6%	29.5%	83.6%	31.6%	36.0%
Nov-11	0.9%	29.6%	84.2%	30.8%	35.0%
Dec-11	0.9%	28.8%	84.1%	31.0%	33.1%
Jan-12	1.0%	29.6%	81.5%	32.6%	30.1%
Feb-12	1.0%	30.4%	83.2%	31.5%	32.5%
Mar-12	1.0%	31.5%	83.8%	31.4%	33.7%
Apr-12	0.8%	33.0%	83.5%	31.4%	35.8%
May-12	0.8%	34.4%	85.0%	31.1%	37.7%
Jun-12	0.6%	35.6%	85.5%	30.9%	38.0%
Jul-12	0.6%	35.2%	84.4%	31.3%	34.7%

Unitil Energy Systems, Inc.
Customer Migration Report

CUSTOMER COUNT by CLASS
Customers Served by Competitive Generation

Month	DOMESTIC	REGULAR GENERAL	LARGE GENERAL	OUTDOOR LIGHTING	TOTAL
Aug-11	456	1,243	104	119	1,922
Sep-11	454	1,234	104	120	1,912
Oct-11	455	1,245	106	121	1,927
Nov-11	460	1,234	106	119	1,919
Dec-11	447	1,227	106	118	1,898
Jan-12	457	1,274	103	124	1,958
Feb-12	466	1,288	106	127	1,987
Mar-12	465	1,348	108	133	2,054
Apr-12	469	1,387	109	139	2,104
May-12	453	1,426	111	141	2,131
Jun-12	481	1,555	109	148	2,293
Jul-12	483	1,570	110	162	2,325

Total Customers

Month	DOMESTIC	REGULAR GENERAL	LARGE GENERAL	OUTDOOR LIGHTING	TOTAL
Aug-11	64,302	10,905	150	1,787	77,144
Sep-11	64,265	10,903	150	1,785	77,103
Oct-11	64,072	10,874	150	1,785	76,881
Nov-11	63,899	10,880	150	1,782	76,711
Dec-11	63,856	10,852	150	1,786	76,644
Jan-12	63,869	10,845	150	1,785	76,649
Feb-12	63,875	10,816	150	1,784	76,625
Mar-12	63,975	10,836	150	1,778	76,739
Apr-12	64,149	10,872	150	1,775	76,946
May-12	64,305	10,902	150	1,771	77,128
Jun-12	64,386	10,910	149	1,768	77,213
Jul-12	64,133	10,904	149	1,772	76,958

CUSTOMER COUNT by CLASS
Percentage of Customers Served by Competitive Generation

Month	DOMESTIC	REGULAR GENERAL	LARGE GENERAL	OUTDOOR LIGHTING	TOTAL
Aug-11	0.7%	11.4%	69.3%	6.7%	2.5%
Sep-11	0.7%	11.3%	69.3%	6.7%	2.5%
Oct-11	0.7%	11.4%	70.7%	6.8%	2.5%
Nov-11	0.7%	11.3%	70.7%	6.7%	2.5%
Dec-11	0.7%	11.3%	70.7%	6.6%	2.5%
Jan-12	0.7%	11.7%	68.7%	6.9%	2.6%
Feb-12	0.7%	11.9%	70.7%	7.1%	2.6%
Mar-12	0.7%	12.4%	72.0%	7.5%	2.7%
Apr-12	0.7%	12.8%	72.7%	7.8%	2.7%
May-12	0.7%	13.1%	74.0%	8.0%	2.8%
Jun-12	0.7%	14.3%	73.2%	8.4%	3.0%
Jul-12	0.7%	14.3%	73.2%	8.4%	3.0%

UES Default Service RFP Issued August 7, 2012
For Loads to be Served beginning November 1, 2012
RPS Compliance Cost Estimates, Non-G1 Customers

RPS Obligation							Market Price Assumptions					Non-G1 Customer Costs							
Year	Month	Class I	Class I Carve Out	Class II	Class III	Class IV	Class I	Class I Carve Out	Class II	Class III	Class IV	Non-G1 Sales (MWH)	Class I	Class I Carve Out	Class II	Class III	Class IV	RPS Cost	Cost $/MWH
2012	Nov-12	3.0%		0.15%	6.5%	1.0%	$ 47.85		$131.77	$ 31.39	$ 28.85	58,928	$ 84,591	$ -	$11,647	$120,234	$17,001	$ 233,473	$ 3.96
2012	Dec-12	3.0%		0.15%	6.5%	1.0%	$ 47.85		$131.77	$ 31.39	$ 28.85	71,629	$102,823	$ -	$14,158	$146,147	$20,665	$ 283,793	$ 3.96
2013	Jan-13	3.8%	0.20%	0.20%	6.5%	1.0%	$ 55.00	$ 25.00	$ 55.00	$ 31.50	$ 26.50	75,348	$157,478	$ 3,767	$ 8,288	$154,275	$19,967	$ 343,776	$ 4.56
2013	Feb-13	3.8%	0.20%	0.20%	6.5%	1.0%	$ 55.00	$ 25.00	$ 55.00	$ 31.50	$ 26.50	63,474	$132,660	$ 3,174	$ 6,982	$129,963	$16,821	$ 289,599	$ 4.56
2013	Mar-13	3.8%	0.20%	0.20%	6.5%	1.0%	$ 55.00	$ 25.00	$ 55.00	$ 31.50	$ 26.50	65,852	$137,631	$ 3,293	$ 7,244	$134,832	$17,451	$ 300,450	$ 4.56
2013	Apr-13	3.8%	0.20%	0.20%	6.5%	1.0%	$ 55.00	$ 25.00	$ 55.00	$ 31.50	$ 26.50	57,122	$119,386	$ 2,856	$ 6,283	$116,958	$15,137	$ 260,621	$ 4.56
2013	May-13	3.8%	0.20%	0.20%	6.5%	1.0%	$ 55.00	$ 25.00	$ 55.00	$ 31.50	$ 26.50	55,353	$115,688	$ 2,768	$ 6,089	$113,335	$14,669	$ 252,548	$ 4.56

UES Default Service RFP Issued August 7, 2012
For Loads to be Served beginning November 1, 2012
RPS Compliance Cost Estimates, G1 Customers

RPS Obligation

Year	Month	Class I	Class I Carve Out	Class II	Class III	Class IV
2012	Nov-12	3.0%		0.15%	6.5%	1.0%
2012	Dec-12	3.0%		0.15%	6.5%	1.0%
2013	Jan-13	3.8%	0.2%	0.20%	6.5%	1.0%
2013	Feb-13	3.8%	0.2%	0.20%	6.5%	1.0%
2013	Mar-13	3.8%	0.2%	0.20%	6.5%	1.0%
2013	Apr-13	3.8%	0.2%	0.20%	6.5%	1.0%
2013	May-13	3.8%	0.2%	0.20%	6.5%	1.0%

Market Price Assumptions

Class I	Class I Carve Out	Class II	Class III	Class IV
$ 47.84		$131.77	$ 31.39	$ 28.85
$ 47.84		$131.77	$ 31.39	$ 28.85
$ 55.00	$ 25.00	$ 55.00	$ 31.50	$ 26.50
$ 55.00	$ 25.00	$ 55.00	$ 31.50	$ 26.50
$ 55.00	$ 25.00	$ 55.00	$ 31.50	$ 26.50
$ 55.00	$ 25.00	$ 55.00	$ 31.50	$ 26.50
$ 55.00	$ 25.00	$ 55.00	$ 31.50	$ 26.50

G1 Customer Costs

G1 Sales (MWH)	Class I	Class I Carve Out	Class II	Class III	Class IV	RPS Cost	Cost $/MWH
5,099	$ 7,318	$ -	$ 1,008	$ 10,404	$ 1,471	$ 20,200	$ 3.96
5,193	$ 7,452	$ -	$ 1,026	$ 10,595	$ 1,498	$ 20,572	$ 3.96
5,407	$ 11,300	$ 270	$ 595	$ 11,070	$ 1,433	$ 24,668	$ 4.56
5,029	$ 10,511	$ 251	$ 553	$ 10,297	$ 1,333	$ 22,945	$ 4.56
5,169	$ 10,803	$ 258	$ 569	$ 10,583	$ 1,370	$ 23,582	$ 4.56
5,189	$ 10,845	$ 259	$ 571	$ 10,624	$ 1,375	$ 23,674	$ 4.56
5,607	$ 11,718	$ 280	$ 617	$ 11,480	$ 1,486	$ 25,580	$ 4.56

UES Default Service RFP Issued August 7, 2012
For Loads to be Served beginning November 1, 2012
Historical Pricing by Customer Group, No Longer Confidential*

	Non-G1 Purchases (MWH)	Wtd Avg Price	Change Prior Period	Change Prior Year	G1 Purchases (MWH)	Wtd Avg Price	Change Prior Period	Change Prior Year
Nov-08	70,542	$ 104.00	9.1%	10.1%	10,565	$ 97.28	-28.0%	13.4%
Dec-08	75,622				10,122			
Jan-09	84,921				9,764			
Feb-09	69,604				9,217	$ 87.50	-10.1%	1.2%
Mar-09	71,707				9,559			
Apr-09	62,159				9,480			
May-09	62,509	$ 79.09	-23.9%	-17.0%	10,271	$ 63.24	-27.7%	-42.8%
Jun-09	64,376				10,605			
Jul-09	74,365				10,233			
Aug-09	84,233				7,197	$ 61.48	-2.8%	-54.5%
Sep-09	61,898				6,264			
Oct-09	64,026				6,046			
Nov-09	62,674	$ 82.31	4.1%	-20.8%	5,874	$ 71.42	16.2%	-26.6%
Dec-09	78,383				5,714			
Jan-10	76,784				5,466			
Feb-10	65,710				4,644	$ 77.63	8.7%	-11.3%
Mar-10	71,449				4,663			
Apr-10	58,174				5,090			
May-10	62,429	$ 77.42	-5.9%	-2.1%	5,396	$ 64.40	-17.0%	1.8%
Jun-10	70,143				5,684			
Jul-10	90,929				6,352			
Aug-10	77,987				6,088	$ 61.67	-4.2%	0.3%
Sep-10	64,353				5,538			
Oct-10	61,314				5,285			
Nov-10	62,731	$ 71.76	-7.3%	-12.8%	5,125	$ 66.61	8.0%	-6.7%
Dec-10	74,706				5,476			
Jan-11	75,944				5,608			
Feb-11	69,766				5,246	$ 62.73	-5.8%	-19.2%
Mar-11	75,160				5,383			
Apr-11	58,033				5,406			
May-11	58,838	$ 64.35	-10.3%	-16.9%	5,847	$ 61.45	-2.0%	-4.6%
Jun-11	63,903				5,706			
Jul-11	83,433				6,713			
Aug-11	80,438				6,357	$ 65.64	6.8%	6.4%
Sep-11	62,640				5,988			
Oct-11	64,639				5,756			
Nov-11	60,843	$ 70.77	10.0%	-1.4%	5,322	$ 75.00	14.3%	12.6%
Dec-11	74,190				5,418			
Jan-12	80,056				5,183			
Feb-12	69,325				5,208	$ 60.12	-19.8%	-4.2%
Mar-12	69,354				5,042			
Apr-12	60,219				5,289			

* Historical pricing shown has previously been required to be submitted to FERC under its Electronic Quarterly Reporting requirements.

UES Default Service RFP Issued August 7, 2012
For Loads to be Served beginning November 1, 2012
RSO Program Participation

	Residential Customers											
	25% Partipation Level			50% Partipation Level			100% Partipation Level			Total Residential RSO Partipation		
	# Customers	**KWH**	**Revenue**	**# Customers**	**KWH**	**Revenue**	**# Customers**	**KWH**	**Revenue**	**# Customers**	**KWH**	**Revenue**
Sep-10	0	0	$0.00	0	0	$0.00	0	0	$0.00	0	0	$0.00
Oct-10	0	0	$0.00	1	224	$2.37	3	475	$10.04	4	699	$12.41
Nov-10	4	2,175	$11.50	5	2,698	$28.54	12	5,200	$109.99	21	10,073	$150.03
Dec-10	4	2,515	$13.30	6	3,066	$32.45	14	6,358	$134.47	24	11,939	$180.22
Jan-11	4	3,859	$20.42	6	3,295	$34.86	14	7,287	$154.14	24	14,441	$209.42
Feb-11	5	4,492	$23.77	7	3,292	$34.83	16	7,348	$155.43	28	15,132	$214.03
Mar-11	5	3,425	$18.13	7	2,752	$29.11	13	6,075	$128.49	25	12,252	$175.73
Apr-11	5	3,008	$15.91	7	3,340	$19.87	13	5,392	$114.06	25	11,740	$149.84
May-11	4	2,370	$12.54	7	3,098	$32.76	13	5,113	$108.11	24	10,581	$153.41
Jun-11	6	2,818	$14.90	8	3,210	$33.74	13	5,968	$126.22	27	11,996	$174.86
Jul-11	6	2,028	$10.73	8	4,161	$43.76	13	7,749	$163.77	27	13,938	$218.26
Aug-11	3	1,545	$8.17	8	4,353	$46.06	14	7,777	$164.26	25	13,675	$218.49
Sep-11	4	2,297	$12.15	9	4,578	$48.43	16	7,340	$155.25	29	14,215	$215.83
Oct-11	4	2,488	$13.16	9	4,150	$43.90	15	6,519	$137.89	28	13,157	$194.95
Nov-11	3	(2,966)	($14.21)	7	2,220	$33.54	13	(937)	($22.80)	23	(1,683)	($3.47)
Dec-11	3	1,808	$13.11	8	3,793	$54.98	12	5,339	$154.74	23	10,940	$222.83
Jan-12	5	3,177	$23.03	8	3,993	$57.87	12	5,962	$172.78	25	13,132	$253.68
Feb-12	5	2,980	$21.61	8	3,760	$54.49	12	5,840	$169.26	25	12,580	$245.36
Mar-12	6	2,414	$17.50	8	3,216	$46.60	12	5,205	$150.83	26	10,835	$214.93
Apr-12	5	2,497	$18.12	8	3,230	$46.80	11	3,936	$114.06	24	9,663	$178.98
May-12	5	2,555	$23.69	8	3,262	$66.17	11	4,237	$170.77	24	10,054	$260.63
Jun-12	5	2,360	$28.66	8	3,723	$90.44	11	4,289	$208.31	24	10,372	$327.41
Jul-12	6	2,952	$35.85	8	4,717	$114.58	11	4,925	$239.21	25	12,594	$389.64
Aug-12	6	3,834	$46.54	8	4,134	$100.41	11	5,066	$246.04	25	13,034	$392.99

UES Default Service RFP Issued August 7, 2012
For Loads to be Served beginning November 1, 2012
RSO Program Participation

	G2 Customers											
	25% Partipation Level			50% Partipation Level			100% Partipation Level			Total G2 RSO Partipation		
	# Customers	KWH	Revenue	# Customers	KWH	Revenue	# Customers	KWH	Revenue	# Customers	KWH	Revenue
Sep-10	0	0	$0.00	0	0	$0.00	0	0	$0.00	0	0	$0.00
Oct-10	0	0	$0.00	0	0	$0.00	0	0	$0.00	0	0	$0.00
Nov-10	0	0	$0.00	0	0	$0.00	0	0	$0.00	0	0	$0.00
Dec-10	0	0	$0.00	0	0	$0.00	1	39	$0.82	1	39	$0.82
Jan-11	0	0	$0.00	0	0	$0.00	1	40	$0.85	1	40	$0.85
Feb-11	0	0	$0.00	0	0	$0.00	1	39	$0.82	1	39	$0.82
Mar-11	0	0	$0.00	0	0	$0.00	1	40	$0.85	1	40	$0.85
Apr-11	0	0	$0.00	0	0	$0.00	1	42	$0.89	1	42	$0.89
May-11	0	0	$0.00	0	0	$0.00	1	38	$0.80	1	38	$0.80
Jun-11	0	0	$0.00	0	0	$0.00	1	39	$0.82	1	39	$0.82
Jul-11	0	0	$0.00	0	0	$0.00	1	25	$0.53	1	25	$0.53
Aug-11	0	0	$0.00	0	0	$0.00	1	24	$0.51	1	24	$0.51
Sep-11	0	0	$0.00	0	0	$0.00	1	31	$0.66	1	24	$0.66
Oct-11	0	0	$0.00	0	0	$0.00	1	16	$0.34	1	24	$0.34
Nov-11	0	0	$0.00	0	0	$0.00	1	25	$0.64	1	25	$0.64
Dec-11	0	0	$0.00	0	0	$0.00	1	54	$1.56	1	54	$1.56
Jan-12	0	0	$0.00	0	0	$0.00	1	57	$1.65	1	54	$1.65
Feb-12	0	0	$0.00	0	0	$0.00	1	56	$1.62	1	56	$1.62
Mar-12	0	0	$0.00	0	0	$0.00	1	59	$1.71	1	59	$1.71
Apr-12	0	0	$0.00	0	0	$0.00	1	63	$1.82	1	63	$1.82
May-12	0	0	$0.00	0	0	$0.00	1	63	$2.50	1	63	$2.50
Jun-12	0	0	$0.00	0	0	$0.00	1	62	$3.01	1	62	$3.01
Jul-12	0	0	$0.00	0	0	$0.00	1	48	$2.33	1	48	$2.33
Aug-12	0	0	$0.00	0	0	$0.00	1	60	$2.91	1	60	$2.91

UES Default Service RFP Issued August 7, 2012
For Loads to be Served beginning November 1, 2012
RSO Program Participation

	Total Customer RSO Participation			Pending Adds to RSO program		Pending Drops to RSO program		Totals	
	# Customers	KWH	Revenue	# Residential	# G2	# Residential	# G2	Adds	Drops
Sep-10	0	0	$0.00	16	0	0	0	16	0
Oct-10	4	699	$12.41	9	1	0	0	10	0
Nov-10	21	10,073	$150.03	0	0	0	0	0	0
Dec-10	25	11,978	$181.04	2	0	0	0	2	0
Jan-11	25	14,481	$210.27	1	0	0	0	1	0
Feb-11	29	15,171	$214.85	0	0	2	0	0	2
Mar-11	26	12,292	$176.58	1	0	0	0	1	0
Apr-11	26	11,782	$150.73	1	0	0	0	1	0
May-11	25	10,619	$154.21	0	0	0	0	0	0
Jun-11	28	12,035	$175.68	1	0	0	0	1	0
Jul-11	28	13,963	$218.79	0	0	0	0	0	0
Aug-11	26	13,699	$219.00	0	0	0	0	0	0
Sep-11	30	14,239	$216.49	0	0	0	0	0	0
Oct-11	29	13,181	$195.29	0	0	2	0	0	2
Nov-11	24	(1,658)	($2.83)	0	0	0	0	0	0
Dec-11	24	10,994	$224.39	0	0	0	0	0	0
Jan-12	26	13,186	$255.33	0	0	0	0	0	0
Feb-12	26	12,636	$246.98	0	0	0	0	0	0
Mar-12	27	10,894	$216.64	0	0	0	0	0	0
Apr-12	25	9,726	$180.80	0	0	0	0	0	0
May-12	25	10,117	$263.13	0	0	0	0	0	0
Jun-12	25	10,434	$330.42	0	0	0	0	0	0
Jul-12	26	12,642	$391.97	0	0	0	0	0	0
Aug-12	26	13,094	$395.90	0	0	0	0	0	0

UES Default Service RFP Issued August 7, 2012
For Loads to be Served beginning November 1, 2012
RSO Program Participation

	UES Cumlative Obligation, KWH (Calendar Year)	UES Cumlative Program Revenues, $ (Calendar Year)	Cumulative Projected Number of NH Class I RECs Needed (Calendar Year)	Cumulative Projected Number of NH Class II RECs Needed (Calendar Year)
Sep-10	0	$0.00	0	0
Oct-10	587	$12.41	1	0
Nov-10	7,680	$162.44	7	1
Dec-10	16,239	$343.48	16	1
Jan-11	9,939	$210.27	10	1
Feb-11	20,095	$425.12	19	1
Mar-11	28,443	$601.70	27	2
Apr-11	36,299	$752.43	35	2
May-11	43,591	$906.64	42	2
Jun-11	51,908	$1,082.32	50	2
Jul-11	62,269	$1,301.11	60	3
Aug-11	72,633	$1,520.11	70	3
Sep-11	82,867	$1,736.60	80	4
Oct-11	92,099	$1,931.89	89	4
Nov-11	91,556	$1,929.06	88	4
Dec-11	99,297	$2,153.45	95	4
Jan-12	8,810	$255.33	8	1
Feb-12	17,331	$502.31	17	1
Mar-12	24,806	$718.95	24	2
Apr-12	31,045	$899.75	30	2
May-12	37,614	$1,162.88	36	2
Jun-12	44,417	$1,493.30	42	3
Jul-12	52,486	$1,885.27	50	3
Aug-12	60,638	$2,281.17	58	3

UES Default Service RFP Issued August 7, 2012
For Loads to be Served beginning November 1, 2012
Renewable Source Option Charge (RSOC) Rate Calculation and Estimated Bill Impacts

Calculation Class I and Class II REC Proportional Shares

Year	Month	Class I RPS Req	Class II RPS Req	Total RPS Req	Class I Share	Class II Share	Total Shares
2012	Nov-12	3.00%	0.15%	3.15%	95.24%	4.76%	100.00%
2012	Dec-12	3.00%	0.15%	3.15%	95.24%	4.76%	100.00%
2013	Jan-13	4.00%	0.20%	4.20%	95.24%	4.76%	100.00%
2013	Feb-13	4.00%	0.20%	4.20%	95.24%	4.76%	100.00%
2013	Mar-13	4.00%	0.20%	4.20%	95.24%	4.76%	100.00%
2013	Apr-13	4.00%	0.20%	4.20%	95.24%	4.76%	100.00%
2013	May-13	4.00%	0.20%	4.20%	95.24%	4.76%	100.00%

Calculation of Renewable Source Option Charges (RSOC)

	Class I	Class II	Combined
% Total RPS Obligations for period	95.24%	4.76%	100.00%
Estimated REC cost, $/MWh	$52.96	$76.93	$54.10
Estimated REC Cost, $/kWh			$0.05410
Renewable Source Option Charge, 25% Plan ($/kWh)			**$0.01352**
Renewable Source Option Charge, 50% Plan ($/kWh)			**$0.02705**
Renewable Source Option Charge, 100% Plan ($/kWh)			**$0.05410**

Calculation of Monthly Bill Impacts

	Monthly kWh	**Monthly Bill Impact** 25% Option	50% Option	100% Option
Renewable Source Option Charge		$0.01352	$0.02705	$0.05410
Residential, mean	648	$8.76	$17.53	$35.06
Residential, median	543	$7.34	$14.69	$29.38
Small Business	3,000	$40.57	$81.15	$162.30

Important notice regarding Unitil's *Default Service*

Dear G-1 customer:

We would like to make you aware of some important changes we are making to the way we price *Default Service* (DS) for our large commercial and industrial customers. This change will take place November 1st, 2012. While these changes only impact G-1 customers who receive *Default Service*, it is important that *all* of Unitil's G-1 customers are aware of these changes.

Unitil procures *Default Service* power supply for our G-1 customers through a competitive bidding process as directed by the New Hampshire Public Utility Commission (PUC). In the past, Unitil purchased default service power under three-month contracts for fixed monthly prices. This practice allowed us to publish known per kilo-Watt hour prices for each month during three month periods in advance of the three month period.

Due to the success of the competitive retail market, only 16 percent of sales to G1 customers are being supplied as default service. Since customers have the right to return to default service or leave default service as they choose, and since relatively few customers receive default service, obtaining fixed prices can lead to unnecessary costs. Thus, we will be changing how we acquire *Default Service* for G1 customers going forward to ensure that our customers who rely on default service receive an efficiently priced energy supply for their facility.

Under the new process, Unitil will purchase default service power under six-month contracts with prices that vary according to the average hourly pricing of the New England energy pool. The procurements will continue to involve a competitive bidding process. However, since prices will be tied to current market prices, the actual per kilo-Watt hour prices will not be posted until the end of each calendar month.

You do have the opportunity to obtain fixed pricing through a number of retail suppliers or brokers. A complete list of licensed participants is available on the New Hampshire Public Utilities commission website; http://www.puc.state.nh.us/Consumer/energysuppliers.htm

Unitil is committed to our customer's success and we continually seek energy solutions to benefit your business. Should you have any questions about these changes, or any of our other services, please feel free to contact me at 603-294-5123.

Sincerely yours,

Tim Noonis

Tim Noonis

UNITIL ENERGY SYSTEMS, INC.

DIRECT TESTIMONY OF

LINDA S. MCNAMARA

New Hampshire Public Utilities Commission

Docket No. DE 12-003

September 14, 2012

TABLE OF CONTENTS

LIST OF SCHEDULES

I. INTRODUCTION

Q. Please state your name and business address.

A. My name is Linda S. McNamara. My business address is 6 Liberty Lane West, Hampton, New Hampshire 03842.

Q. For whom do you work and in what capacity?

A. I am a Senior Regulatory Analyst at Unitil Service Corp. ("USC"), which provides centralized management and administrative services to all Unitil Corporation's affiliates including Unitil Energy Systems, Inc. ("UES").

Q. Please describe your business and educational background.

A. In 1994 I graduated *cum laude* from the University of New Hampshire with a Bachelor of Science Degree in Mathematics. Since joining USC in June 1994, I have been responsible for the preparation of various regulatory filings, including changes to the default service charges, price analysis, and tariff changes.

Q. Have you previously testified before the New Hampshire Public Utilities Commission ("Commission")?

A. Yes.

II. PURPOSE OF TESTIMONY

Q. What is the purpose of your testimony in this proceeding?

A. The purpose of my testimony is to present and explain the proposed changes to UES's Default Service Charge ("DSC") effective November 1, 2012, as reflected in the redline tariffs provided as Schedule LSM-1.

Q. Is UES proposing any other tariff changes for effect November 1, 2012?

A. Yes. Schedule LSM-1, Page 3, provides a proposed Schedule RSO, the Renewable Source Option, tariff page 108, for effect November 1, 2012. Mr. Bohan provides support for the rates shown.

Schedule LSM-1, Page 4 of 8, provides the Summary of Low-Income Electric Assistance Program Discounts, incorporating the proposed November 1 Non-G1 DSC.

In addition, proposed revisions to UES's default service tariff, Schedule DS, are provided on Pages 5 through 8 of Schedule LSM-1. UES is proposing these revisions in order to incorporate changes in the default service solicitation process, approved by the Commission in DE 12-003 on July 31, 2012 in Order No. 25,397.

Q. Please briefly describe the proposed changes to Schedule DS.

A. The changes to Schedule DS reflect the approved changes in UES's default service solicitation process. For its G1 class, effective November 1, 2012, the DS wholesale supplier charges incorporated in the Power Supply Charge will no longer be determined using a fixed contract price that is known in advance, but instead will be based on the sum of fixed monthly adders and variable energy prices determined each month. The fixed monthly adders are established through the RFP competitive bidding process, and Mr. Bohan's testimony presents the results of the RFP bidding in the first RFP to implement this process. The variable energy prices will be determined as the weighted ISO-New England real time hourly locational marginal price for the New Hampshire load zone.

Instead of being established every three months, the G1 class DSC will be established on a six month basis, consistent with the change in the procurement schedule. Going forward, both the G1 and Non-G1 DSC will cover six month periods that will run from June through November and from December through May each year[1]. Lastly, Schedule DS now includes language clarifying that beginning December 1, 2013, the supplier charge cost component of the Non-G1 class Power Supply Charge will be determined separately for the Domestic class and the G2/Outdoor

[1] In order to transition to the new procurement schedule, the proposed DSCs provided herein cover the seven month period of November 2012 through May 2013.

Lighting classes. All prior Default Service Power Supply Agreements that were contracted for Non-G1 customers on a combined basis will expire on or before November 30, 2013. During this period, wholesale supplier charges for Non-G1 customers will continue to be determined on a combined basis.

III. RETAIL RATE CALCULATIONS

Q. What is the proposed Non-G1 Class DSC?

A. As shown on Schedule LSM-1, Page 1, the proposed fixed Non-G1 DSC is $0.07178 per kWh for the Non-G1 Class for the period November 1, 2012 through May 31, 2013. The proposed variable Non-G1 DSC for this same period is also shown on this page.

The proposed DSC are comprised of two components, as shown on Schedule LSM-1, Page 1: A Power Supply Charge and a Renewable Portfolio Standard ("RPS") Charge.

Q. What is the proposed Power Supply Charge and RPS Charge?

A. For the period November 1, 2012 through May 31, 2013, the proposed fixed Non-G1 Power Supply Charge is $0.06801 per kWh and the proposed fixed Non-G1 RPS Charge is $0.00377 per kWh. Both of these figures, as well as the variable amounts for the same period, are shown on Schedule LSM-1, Page 1.

Q. How does the Non-G-1 fixed DSC rate compare to the current rate?

A. The proposed fixed Non-G1 DSC of $0.07178 per kWh is an increase of $0.00265 per kWh from the current DSC of $0.06913 per kWh. This increase reflects higher contract costs for the period November 1, 2012 through May 31, 2013 compared to the contract costs for the current period May 1, 2012 through October 31, 2012.

Q. Please describe the calculation of the Non-G1 class DSC.

A. The rate calculations for the Non-G1 class Power Supply Charges, fixed and variable, are provided on Schedule LSM-2, Page 1. The rate calculations for the Non-G1 class RPS Charges, fixed and variable, are provided on Schedule LSM-3, Page 1. Both charges are calculated in a similar manner.

Variable pricing is calculated by dividing the total costs for the month, including a partial reconciliation of costs and revenues through January

31, 2012[2], by the estimated monthly Non-G1 kWh purchases. An estimated loss factor of 6.4% is then added to arrive at the proposed retail variable charges. Fixed pricing is calculated in a similar manner, except that the calculation is based on totals for the entire period.

Q. Have you provided support for the total forecast costs shown on Page 1, line 2 of Schedule LSM-2?

A. The details of forecasted costs for the period November 2012 through May 2013 are provided on Schedule LSM-2, Page 2. Line items for the various costs included in default service are shown and include: Total Non-G1 Class DS Supplier Charges, GIS Support Payments, Supply Related Working Capital, Provision for Uncollected Accounts, Internal Company Administrative Costs, Legal Charges, and Consulting Outside Service Charges.

Q. Have you provided support for the total forecast costs shown on Page 1, line 2 of Schedule LSM-3?

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[2] In its March 2012 DSC filing, UES provided the portion of the Non-G1 Class Power Supply Charge reconciliation balance for recovery effective November 1, 2012 to be $680,904 which is shown on Schedule LSM-2, Page 1. UES provided the portion of the Non-G1 Class RPS Charge reconciliation balance for recovery effective November 1, 2012 to be ($230,465) which is shown on Schedule LSM-3, Page 1.

A. The details of forecasted costs for the period November 2012 through May 2013 are provided on Schedule LSM-3, Page 2. Costs include Renewable Energy Credits ("RECs") and the associated working capital.

Q. How is working capital calculated?

A. Working capital included in the Power Supply Charge equals the sum of working capital for Total Non-G1 Class DS Supplier Charges plus GIS Support Payments, as shown on Schedule LSM-2, Page 2. It is calculated by taking the product of Total Non-G1 Class DS Supplier Charges plus GIS Support Payments and the number of days lag divided by 365 days (i.e. the working capital requirement) and multiplying it by the prime rate.

The calculation of working capital for RECs is included in the RPS Charge and is shown on Schedule LSM-3, Page 2. It is calculated by taking the product of RECs and the number of days lead divided by 365 days (i.e. the working capital requirement) and multiplying it by the prime rate.

The calculation of working capital included in the Power Supply Charge and the RPS Charge both rely on the results of the 2011

Default Service and Renewable Energy Credits Lead Lag Study. The Non-G1 class Power Supply Charge working capital calculation uses 21.69 days and the Non-G1 class RPS Charge working capital calculation uses (269.29) days.

Q. Has UES included its annual update to internal company administrative costs associated with providing default service?

A. Yes. The updated internal company administrative costs associated with providing default service proposed for effect November 1, 2012 are provided on Schedule LSM-6. Pages 1 and 2 of Schedule LSM-6 are formatted identically to those submitted as part of the update last year.

The Settlement Agreement in DE 05-064 allows UES to update these costs annually based on changes to labor costs and associated overheads. The labor hours allocated to DS reflect test year values and are not adjusted. UES has used an overhead rate of 100.8% based on the average for calendar year 2011. The updated labor costs by department are detailed on Schedule LSM-6, Page 2 of 2.

As shown on Page 1 of 2, the revised internal administrative costs associated with providing DS are $65,470. $25,940 of that amount is attributable to the Non-G1 class and $39,530 is attributable to the G1 class. The current internal administrative costs associated with providing DS are $62,659, with $24,826 attributable to the Non-G1 class and $37,833 attributable to the G1 class.

Q. What is the proposed G1 Class DSC?

A. The proposed G1 class DSC are comprised of two componets, as shown on Schedule LSM-1, Page 2: A Power Supply Charge and a Renewable Portfolio Standard ("RPS") Charge. As discussed previously, the wholesale supplier charge included in the Power Supply Charge will be determined each month and therefore, the total DSC for the G1 class is not known at this time.

Q. What is the proposed Power Supply Charge, exclusive of supplier charges, and RPS Charge?

A. Schedule LSM-1, Page 2, shows the proposed G1 Power Supply Charges, excluding the supplier charge component, of ($0.00346) per kWh in November 2012 through May 2013. The wholesale supply charge determined each month will be added to this amount to yield the monthly G1 class Power Supply Charge.

Also shown on Schedule LSM-1, Page 2, is the proposed G1 RPS Charge of $0.00248 per kWh in November and December 2012 and $0.00306 per kWh January through May 2013.

Q. Have you prepared a comparison of the proposed G1 DSC to the current rate?

A. No. As the total G1 class DSC is not yet known, a comparison to current rates was not performed.

Q. Please describe the calculation of the G1 class DSC.

A. The rate calculations for the Power Supply Charges, excluding wholesale supplier charges, are provided on Schedule LSM-4, Page 1. The rate calculations for the RPS Charges are provided on Schedule LSM-5, Page 1. Both charges are calculated in the same manner.

Each charge is calculated by dividing the costs for each month, including a partial reconciliation of costs and revenues through January 31, 2012[3], by

[3] In its March 2012 DSC filing, UES provided the portion of the G1 Class Power Supply Charge reconciliation balance for recovery beginning November 1, 2012 to be ($76,998) and beginning February 1, 2013 to be ($74,953). As UES will now file the G1 class DSC semi-annually, the sum of these two amounts, ($151,951), has been included on Schedule LSM-4, Page 1. Similarly, UES provided the portion of the Non-G1 Class

the estimated G1 kWh purchases for the corresponding month. An estimated loss factor of 4.591% is then added to arrive at the proposed retail charges.

Q. Have you provided support for the forecast costs shown on Page 1, line 2 of Schedule LSM-4?

A. The details of forecasted costs included in the Power Supply Charge for the period November 2012 through May 2013 are provided on Schedule LSM-4, Page 5. Line items for the various forecasted costs included in default service are shown and include: GIS Support Payments, Supply Related Working Capital, Provision for Uncollected Accounts, Internal Company Administrative Costs, Legal Charges, and Consulting Outside Service Charges. At the end of each month, UES will determine the supplier charge to be added to the monthly Power Supply Charge.

RPS Charge reconciliation balance for recovery beginning November 1, 2012 to be ($25,799) and beginning February 1, 2013 to be ($25,114). The sum of these two amounts, ($50,913), has been included on Schedule LSM-5, Page 1.

Q. Have you provided support for the total forecast costs shown on Page 1, line 2 of Schedule LSM-5?

A. The details of forecasted costs included in the RPS Charge are provided on Schedule LSM-5, Page 2. Costs include RECs and the associated Working Capital.

Q. How is working capital calculated?

A. Working capital included in the Power Supply Charge equals the sum of working capital for Total G1 Class DS Supplier Charges plus GIS Support Payments and is shown on Schedule LSM-4, Page 2. It is calculated by taking the product of Total G1 Class DS Supplier Charges plus GIS Support Payments and the number of days lag divided by 365 days (i.e. the working capital requirement) and multiplying it by the prime rate. As the Total G1 Class DS Supplier Charges for the upcoming rate period are not yet known, UES has estimated power supply costs for the purpose of estimating working capital. The estimate of power supply costs is based on the forecasted G1 class kWh purchases and an estimated price per kWh. The estimated price per kWh was determined by comparing a historical relationship between G1 and Non-G1 class supplier pricing and then applying that relationship to the current average Non-G1 supplier price per kWh. Actual working capital will be determined using the actual supplier charges in each month.

The calculation of working capital for RECs is included in the RPS Charge and is shown on Schedule LSM-5, Page 2. It is calculated by taking the product of RECs and the number of days lead divided by 365 days (i.e. the working capital requirement) and multiplying it by the prime rate.

The calculation of working capital included in the Power Supply Charge and the RPS Charge both rely on the results of the 2011 Default Service and Renewable Energy Credits Lead Lag Study. The G1 class Power Supply Charge working capital calculation uses 8.88 days and the G1 class RPS Charge working capital calculation uses (271.11) days.

IV. BILL IMPACTS

Q. Have you included any bill impacts associated with the proposed DSC rate changes?

A. Typical bill impacts isolating the impact of changes to the DSC have been provided in Schedule LSM-7. Bill impacts to G1 customers are unknown at this time and have therefore been excluded from Schedule LSM-7.

Pages 1 and 2 provide a table comparing the existing rates to the proposed rates for the residential and General Service rate classes. These pages also show the impact on a typical bill for each class in order to identify the effect of each rate component on a typical bill.

Page 3 shows bill impacts to the residential class based on the mean and median use. Page 4 is provided in a format similar to Pages 1 and 2.

Page 4 provides the overall average class bill impacts as a result of changes to the DSC. As shown, for customers on Default Service, the residential class average bill will increase by approximately 1.9%, the general service class average bill will increase by approximately 2.0%, and the outdoor lighting class average bill will increase by approximately 1.0%.

Pages 5 through 9 of Schedule LSM-7 provide typical bill impacts for all classes, excluding G1, for a range of usage levels.

VI. CONCLUSION

Q. Does that conclude your testimony?

A. Yes, it does.

CALCULATION OF THE DEFAULT SERVICE CHARGE

(I)

	~~Non-G1 Class Default Service:~~	~~May-12~~	~~Jun-12~~	~~Jul-12~~	~~Aug-12~~	~~Sep-12~~	~~Oct-12~~	~~Total~~
	~~*Power Supply Charge*~~							
~~1~~	~~Reconciliation~~	~~$130,981~~	~~$159,056~~	~~$158,790~~	~~$185,265~~	~~$144,849~~	~~$149,456~~	~~$928,397~~
~~2~~	~~Total Costs~~	~~$3,420,246~~	~~$4,079,415~~	~~$4,440,651~~	~~$5,185,879~~	~~$3,725,315~~	~~$3,867,544~~	~~$24,719,051~~
~~3~~	~~Reconciliation plus Total Costs (L.1 + L.2)~~	~~$3,551,228~~	~~$4,238,470~~	~~$4,599,441~~	~~$5,371,145~~	~~$3,870,164~~	~~$4,017,000~~	~~$25,647,447~~
~~4~~	~~kWh Purchases~~	~~58,363,921~~	~~70,873,661~~	~~70,755,027~~	~~82,552,369~~	~~64,543,305~~	~~66,595,980~~	~~413,684,262~~
~~5~~	~~Total, Before Losses (L.3 / L.4)~~	~~$0.06085~~	~~$0.05980~~	~~$0.06501~~	~~$0.06506~~	~~$0.05996~~	~~$0.06032~~	~~$0.06200~~
~~6~~	~~Losses~~	~~6.40%~~	~~6.40%~~	~~6.40%~~	~~6.40%~~	~~6.40%~~	~~6.40%~~	~~6.40%~~
~~7~~	~~Total Retail Rate - Variable Power Supply Charge (L.5 * (1+L.6))~~	~~$0.06474~~	~~$0.06363~~	~~$0.06917~~	~~$0.06923~~	~~$0.06380~~	~~$0.06418~~	
~~8~~	~~Total Retail Rate - Fixed Power Supply Charge (L.5 * (1+L.6))~~							~~$0.06597~~
	~~*Renewable Portfolio Standard (RPS) Charge*~~							
~~9~~	~~Reconciliation~~	~~($32,217)~~	~~($39,122)~~	~~($39,057)~~	~~($45,569)~~	~~($35,628)~~	~~($36,761)~~	~~($228,354)~~
~~10~~	~~Total Costs~~	~~$205,794~~	~~$249,900~~	~~$249,480~~	~~$291,076~~	~~$227,581~~	~~$234,817~~	~~$1,458,649~~
~~11~~	~~Reconciliation plus Total Costs (L.9 + L.10)~~	~~$173,577~~	~~$210,778~~	~~$210,423~~	~~$245,507~~	~~$191,953~~	~~$198,056~~	~~$1,230,294~~
~~12~~	~~kWh Purchases~~	~~58,363,921~~	~~70,873,661~~	~~70,755,027~~	~~82,552,369~~	~~64,543,305~~	~~66,595,980~~	~~413,684,262~~
~~13~~	~~Total, Before Losses (L.11 / L.12)~~	~~$0.00297~~	~~$0.00297~~	~~$0.00297~~	~~$0.00297~~	~~$0.00297~~	~~$0.00297~~	~~$0.00297~~
~~14~~	~~Losses~~	~~6.40%~~	~~6.40%~~	~~6.40%~~	~~6.40%~~	~~6.40%~~	~~6.40%~~	~~6.40%~~
~~15~~	~~Total Retail Rate - Variable RPS Charge (L.13 * (1+L.14))~~	~~$0.00316~~	~~$0.00316~~	~~$0.00316~~	~~$0.00316~~	~~$0.00316~~	~~$0.00316~~	
~~16~~	~~Total Retail Rate - Fixed RPS Charge (L.13 * (1+L.14))~~							~~$0.00316~~
~~17~~	~~Total Retail Rate - Variable Default Service Charge (L.7 + L.15)~~	~~$0.06790~~	~~$0.06679~~	~~$0.07233~~	~~$0.07239~~	~~$0.06696~~	~~$0.06734~~	
~~18~~	~~Total Retail Rate - Fixed Default Service Charge (L.8+L.16)~~							~~$0.06913~~

		As shown on Schedule LSM-2, Page 1							
	Non-G1 Class Default Service:	**Nov-12**	**Dec-12**	**Jan-13**	**Feb-13**	**Mar-13**	**Apr-13**	**May-13**	**Total**
	Power Supply Charge								
1	Reconciliation	$89,622	$108,938	$114,595	$96,536	$100,152	$86,876	$84,185	$680,904
2	Total Costs	$3,515,076	$4,977,997	$5,883,582	$4,920,477	$3,974,921	$3,455,917	$3,038,542	$29,766,513
3	Reconciliation plus Total Costs (L.1 + L.2)	$3,604,698	$5,086,935	$5,998,177	$5,017,013	$4,075,073	$3,542,793	$3,122,727	$30,447,417
4	kWh Purchases	62,699,500	76,212,852	80,170,428	67,536,170	70,066,505	60,778,275	58,895,649	476,359,380
5	Total, Before Losses (L.3 / L.4)	$0.05749	$0.06675	$0.07482	$0.07429	$0.05816	$0.05829	$0.05302	$0.06392
6	Losses	6.40%	6.40%	6.40%	6.40%	6.40%	6.40%	6.40%	6.40%
7	Total Retail Rate - Variable Power Supply Charge (L.5 * (1+L.6))	$0.06117	$0.07102	$0.07961	$0.07904	$0.06188	$0.06202	0.05641	
8	Total Retail Rate - Fixed Power Supply Charge (L.5 * (1+L.6))								0.06801
	Renewable Portfolio Standard (RPS) Charge	As shown on Schedule LSM-3, Page 1							
9	Reconciliation	($30,334)	($36,872)	($38,787)	($32,674)	($33,898)	($29,405)	($28,494)	($230,465)
10	Total Costs	$227,875	$276,988	$335,533	$282,655	$293,246	$254,372	$246,493	$1,917,162
11	Reconciliation plus Total Costs (L.9 + L.10)	$197,541	$240,116	$296,746	$249,981	$259,347	$224,967	$217,999	$1,686,697
12	kWh Purchases	62,699,500	76,212,852	80,170,428	67,536,170	70,066,505	60,778,275	58,895,649	476,359,380
13	Total, Before Losses (L.11 / L.12)	$0.00315	$0.00315	$0.00370	$0.00370	$0.00370	$0.00370	$0.00370	$0.00354
14	Losses	6.40%	6.40%	6.40%	6.40%	6.40%	6.40%	6.40%	6.40%
15	Total Retail Rate - Variable RPS Charge (L.13 * (1+L.14))	$0.00335	$0.00335	$0.00394	$0.00394	$0.00394	$0.00394	0.00394	
16	Total Retail Rate - Fixed RPS Charge (L.13 * (1+L.14))								$0.00377
17	Total Retail Rate - Variable Default Service Charge (L.7 + L.15)	$0.06452	$0.07437	$0.08355	$0.08298	$0.06582	$0.06596	$0.06035	
18	Total Retail Rate - Fixed Default Service Charge (L.8+L.16)								$0.07178

Authorized by NHPUC Order No. ~~25,335~~ in Case No. DE 12-003, dated ~~March 16~~ , 2012

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CALCULATION OF THE DEFAULT SERVICE CHARGE

	G1 Class Default Service:	~~**Aug-12**~~	~~**Sep-12**~~	~~**Oct-12**~~	~~**Total**~~
	Power Supply Charge				
1	Reconciliation	~~($29,487)~~	~~($29,988)~~	~~($25,224)~~	~~($84,700)~~
2	Total Costs	~~$290,272~~	~~$270,526~~	~~$241,764~~	~~$802,561~~
3	Reconciliation plus Total Costs (L.1 + L.2)	~~$260,785~~	~~$240,538~~	~~$216,539~~	~~$717,862~~
4	kWh Purchases	~~6,061,611~~	~~6,164,523~~	~~5,185,308~~	~~17,411,442~~
5	Total, Before Losses (L.3 / L.4)	~~$0.04302~~	~~$0.03902~~	~~$0.04176~~	
6	Losses	~~4.591%~~	~~4.591%~~	~~4.591%~~	
7	Total Retail Rate - Variable Power Supply Charge (L.5 * (1+L.6))	~~$0.04500~~	~~$0.04081~~	~~$0.04368~~	
	Renewable Portfolio Standard (RPS) Charge				
8	Reconciliation	~~($9,880)~~	~~($10,048)~~	~~($8,452)~~	~~($28,380)~~
9	Total Costs	~~$21,748~~	~~$22,117~~	~~$18,604~~	~~$62,469~~
10	Reconciliation plus Total Costs (L.8 + L.9)	~~$11,868~~	~~$12,069~~	~~$10,152~~	~~$34,089~~
11	kWh Purchases	~~6,061,611~~	~~6,164,523~~	~~5,185,308~~	~~17,411,442~~
12	Total, Before Losses (L.10 / L.11)	~~$0.00196~~	~~$0.00196~~	~~$0.00196~~	
13	Losses	~~4.591%~~	~~4.591%~~	~~4.591%~~	
14	Total Retail Rate - Variable RPS Charge (L.12 * (1+L.13))	~~$0.00205~~	~~$0.00205~~	~~$0.00205~~	
15	Total Retail Rate - Variable Default Service Charge (L.7 + L.14)	~~$0.04705~~	~~$0.04286~~	~~$0.04573~~	

As shown on Schedule LSM-4, Page 1

	G1 Class Default Service:	**Total**
	Power Supply Charge	
1	Reconciliation	($151,951)
2	Total Costs excl. wholesale supplier charge	$25,016
3	Reconciliation plus Total Costs excl. wholesale supplier charge (L.1 + L.2)	($126,935)
4	kWh Purchases	38,376,386
5	Total, Before Losses (L.3 / L.4)	($0.00331)
6	Losses	4.591%
7	Total Retail Rate - Power Supply Charge excl. wholesale supplier charge (L.5 * (1+L.6))	($0.00346)

		Nov-12	**Dec-12**	**Jan-13**	**Feb-13**	**Mar-13**	**Apr-13**	**May-13**	
8	Wholesale Supplier Charge	**MARKET**	**MARKET**	**MARKET**	**MARKET**	**MARKET**	**MARKET**	**MARKET**	
9	Total Retail Rate - Power Supply Charge (L.7 + L. 8)	**MARKET**	**MARKET**	**MARKET**	**MARKET**	**MARKET**	**MARKET**	**MARKET**	
	Renewable Portfolio Standard (RPS) Charge				As shown on Schedule LSM-5, Page 1				
10	Reconciliation	($7,075)	($7,205)	($7,503)	($6,978)	($7,172)	($7,200)	($7,780)	($50,913)
11	Total Costs	$19,713	$20,075	$24,073	$22,391	$23,013	$23,102	$24,963	$157,330
12	Reconciliation plus Total Costs (L.10+ L.11)	$12,638	$12,870	$16,570	$15,413	$15,841	$15,903	$17,182	$106,417
13	kWh Purchases	5,332,569	5,430,899	5,655,422	5,259,859	5,406,230	5,426,913	5,864,493	38,376,386
14	Total, Before Losses (L.12 / L.13)	$0.00237	$0.00237	$0.00293	$0.00293	$0.00293	$0.00293	$0.00293	
15	Losses	4.591%	4.591%	4.591%	4.591%	4.591%	4.591%	4.591%	
16	Total Retail Rate - RPS Charge (L.14 * (1+L.15))	$0.00248	$0.00248	$0.00306	$0.00306	$0.00306	$0.00306	$0.00306	
17	Total Retail Rate - Default Service Charge (L.9 + L.16)	**MARKET**	**MARKET**	**MARKET**	**MARKET**	**MARKET**	**MARKET**	**MARKET**	

Authorized by NHPUC Order No. ~~25,374~~ in Case No. DE 12-003, dated ~~June 14~~ , 2012

Issued: September 14~~June 7~~, 2012
Effective: November~~August~~ 1, 2012

Issued By: Mark H. Collin
Treasurer

RENEWABLE SOURCE OPTION
SCHEDULE RSO

AVAILABILITY

The Renewable Source Option ("RSO") shall be available to all Domestic and Regular General Service customers who are taking Default Service from the Company except for those who are enrolled in the Residential Low-Income Electric Assistance Program or have been approved to receive electric service payment assistance through the Fuel Assistance Program administered by a Community Action Agency. This option is not applicable to outdoor lighting kilowatt-hour usage of Customers taking service under the Company's Outdoor Lighting Service delivery schedule.

RSO is an optional energy attribute service that allows customers to financially support renewable generation resources and technologies. Revenue received under the RSO will be used to purchase and retire Renewable Energy Certificates (RECs) produced by generation resources qualified by the NHPUC under New Hampshire Code of Administrative Rules, Chapter PUC 2500 (Chapter 2500 Rule) to produce Class I and Class II RECs, or to make alternative compliance payments to the Renewable Energy Trust (RET). Class I and Class II RECs will be purchased and retired, or payments made to the RET, according to the kilowatt-hour usage of customers opting to support this service, the percentage associated with the Renewable Source Option they choose, and the relative percentage of Class I and Class II minimum electric renewable portfolio standards pursuant to Table 2500.01 of the Chapter 2500 Rule.

Customers may choose one of three service options:

100% Renewable Source Option	The Company will purchase and retire Class I and Class II Renewable Energy Credits to match the Customer's total kilowatt-hour usage.
50% Renewable Source Option	The Company will purchase and retire Class I and Class II Renewable Energy Credits to match 50% of the Customer's total kilowatt-hour usage.
25% Renewable Source Option	The Company will purchase and retire Class I and Class II Renewable Energy Credits to match 25% of the Customer's total kilowatt-hour usage.

RENEWABLE SOURCE OPTION CHARGE

The Renewable Source Option Charges ("RSOC") for Customers opting to participate in the RSO are as follows:

100% Renewable Source Option	$0.0541~~04857~~ per kilowatt-hour
50% Renewable Source Option	$0.0270~~52429~~ per kilowatt-hour
25% Renewable Source Option	$0.0135~~21214~~ per kilowatt-hour

RENEWABLE SOURCE OPTION CHARGE RECONCILIATION

The RSOC shall be established biannually, for effect May 1 and November 1, or will otherwise coincide with Default Energy Service rate changes for the Company's Domestic and Regular

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SUMMARY OF LOW-INCOME
ELECTRIC ASSISTANCE PROGRAM DISCOUNTS

(I)

Low-Income Electric Assistance Program (LI-EAP) Discounts for Eligible Customers

Rate D

Tier	Percentage of Federal Poverty Guidelines	Discount	Blocks	~~LI-EAP Discount (1)~~	LI-EAP Discount (1)
1 (2)	176 - 185	5%	Customer Charge	~~($0.51)~~	($0.51)
			First 250 kWh	~~($0.00604)~~	($0.00617)
			Next 450 kWh	~~($0.00629)~~	($0.00642)
			Excess 700 kWh	~~$0.00000~~	$0.00000
2	151 - 175	7%	Customer Charge	~~($0.72)~~	($0.72)
			First 250 kWh	~~($0.00845)~~	($0.00864)
			Next 450 kWh	~~($0.00880)~~	($0.00899)
			Excess 700 kWh	~~$0.00000~~	$0.00000
3	126 - 150	18%	Customer Charge	~~($1.85)~~	($1.85)
			First 250 kWh	~~($0.02174)~~	($0.02222)
			Next 450 kWh	~~($0.02264)~~	($0.02312)
			Excess 700 kWh	~~$0.00000~~	$0.00000
4	101 - 125	33%	Customer Charge	~~($3.39)~~	($3.39)
			First 250 kWh	~~($0.03985)~~	($0.04073)
			Next 450 kWh	~~($0.04150)~~	($0.04238)
			Excess 700 kWh	~~$0.00000~~	$0.00000
5	76 - 100	48%	Customer Charge	~~($4.93)~~	($4.93)
			First 250 kWh	~~($0.05797)~~	($0.05924)
			Next 450 kWh	~~($0.06037)~~	($0.06164)
			Excess 700 kWh	~~$0.00000~~	$0.00000
6	0 - 75	70%	Customer Charge	~~($7.19)~~	($7.19)
			First 250 kWh	~~($0.08454)~~	($0.08639)
			Next 450 kWh	~~($0.08804)~~	($0.08989)
			Excess 700 kWh	~~$0.00000~~	$0.00000

(1) Total utility charges from Page 4 (excluding the Electricity Consumption Tax) plus Non-G1 class Fixed Default Service Rate multiplied by the appropriate discount.
(2) Not available to new applicants.

Authorized by NHPUC Order No. ~~25,396~~ in Case No. DE 12-003 ~~171~~, dated ~~July 20, 2012~~

DEFAULT SERVICE
SCHEDULE DS (C), (T), (X)

AVAILABILITY

This Schedule is for energy supply service only. Customers taking service hereunder must also take service under one of the Company's Delivery Service Schedules.

Default Service shall be available under this Schedule to all Customers, including Customers that return to utility-provided energy supply service after receiving energy supply service from a Competitive Supplier or self-supply (available to Market Participant End Users as described in NHPUC Order No. 24,172), or those Customers whose energy to be provided by a Competitive Supplier or self-supply does not reach the Company's distribution system for any reason.

CHARACTER OF SERVICE

Electricity will be supplied with the same characteristics as specified in the applicable Delivery Service Schedules.

DEFAULT SERVICE CHARGE

The Default Service Charges ("DSC") for each class are specified on Page 74 for the Non-G1 class and Page 75 for the G1 class, Calculation of the Default Service Charge.

DEFAULT SERVICE CHARGE RECONCILIATION

The DSC shall be calculated separately for the Non-G1 (all classes except G1) and the G1 classes. ~~The DSC for the Non-G1 class will be calculated on a six month basis and shall be offered as a fixed charge or as a variable charge, as provided below. The DSC for the G1 class will be calculated on a three month basis and shall be offered as a variable charge only, as provided below.~~ The DSC for each class shall consist of two separate components, a Power Supply Charge and a Renewable Portfolio Standard (RPS) charge. The Power Supply Charge will be comprised of GIS support payments, internal company administrative costs, supply-related working capital, external company administrative costs, and a provision for uncollectible accounts attributed to Default Service, plus wholesale supplier charges. For the Non-G1 class, t~~T~~he Power Supply Charge shall be based on a forecast of all Power Supply ~~Default Service~~ costs~~, excluding the costs associated with complying with RPS~~, and shall include an annual reconciliation with interest for any over- or under-recoveries occurring in the prior period. Effective December 1, 2013, the wholesale supplier charge component of the Non-G1 class Power Supply Charge will be determined separately for Domestic (D) customers and for Regular General and Outdoor Lighting (G2, OL) customers. Effective November 1, 2012, for the G1 class, the Power Supply Charge shall be based on ~~a~~ wholesale supplier charges which will be determined at the end of each month, plus a forecast of all remaining Power Supply costs, and shall include an annual reconciliation with interest for any over- or under-recoveries occurring in the prior period.

The RPS Charge for each class shall be based on a forecast of the costs to comply with RPS and shall include an annual reconciliation with interest for any over- or under-recoveries occurring in the prior period.

~~Authorized by NHPUC Order No. 25,149 in Case No DE 10-028 dated September 24, 2010~~

DEFAULT SERVICE
SCHEDULE DS (continued) (C), (T), (X)

The DSC for the Non-G1 class will be calculated on a six month basis and shall be offered as a fixed charge or as a variable charge, as provided below. The G1 class DSC will also be established on a six month basis, with the wholesale supplier charge component of the Power Supply Charge determined at the end of each month. The G1 class DSC shall be offered as a variable charge only, as provided below.

Separate reconciliation of costs and revenues for the Power Supply Charge and the RPS Charge, for both the Non-G1 and G1 classes, shall be performed on an annual basis effective June~~May~~ 1. ~~Default Service costs included in the Power Supply Charge shall include wholesale supplier charges and GIS support payments, internal company administrative costs, supply-related working capital, external company administrative costs, and a provision for uncollectible accounts attributed to Default Service.~~ For the Power Supply Charge, e~~E~~xternal company administrative costs will be directly assigned to the Non-G1 or G1 class, as applicable. Costs that are common to both classes will be allocated to those classes based on kWh sales. Costs of uncollectible accounts will be directly assigned to the Non-G1 or G1 class. Default Service costs included in the RPS Charge shall include costs of compliance with the Renewable Portfolio Standard and associated working capital.

Interest shall be calculated at the prime rate, with said prime rate to be fixed on a quarterly basis and to be established as reported in THE WALL STREET JOURNAL on the first business day of the month preceding the calendar quarter. If more than one rate is reported, the average of the reported rates shall be used. The Company may file to change the DSC at any time should significant over- or under-recoveries occur or be expected to occur.

Any adjustment to the DSC shall be in accordance with a notice filed with the Commission setting forth the amount of the proposed charge and the amount of the increase or decrease. The notice shall further specify the effective date of such charge, which shall not be earlier than forty-five days after the filing of the notice, or such other date as the Commission may authorize.

NON-G1 DEFAULT SERVICE CHARGES

Non-G1 Default Service pricing is available in two forms: fixed and variable. Fixed pricing~~The Non-G1 Fixed Default Service Charge ("Non-G1 Fixed Charge")~~ will remain the same for six months at a time and will be based on the weighted average monthly wholesale price over the six-month period that the Company pays to its Default Service provider(s). ~~The~~ Variable pricing~~Non-G1 Variable Default Service Charge ("Non-G1 Variable Charge")~~ will change from month to month reflecting the monthly wholesale price that the Company pays to its Default Service provider(s).

~~The Non-G1~~ Fixed pricing~~Charge~~ is available to all Non-G1 Customers except Non-G1 Customers who previously had a Competitive Supplier or self-supply and return to Default Service after the current six month rate period has commenced. New Non-G1 Customers and Non-G1 Customers receiving Default Service will automatically be placed on ~~the~~ fixed pricing.~~Non-G1 Fixed Charge.~~

DEFAULT SERVICE
SCHEDULE DS (continued) (C), (T), (X)

~~The Non-G1~~ Variable pricing~~Charge~~ is available to new Non-G1 Customers, Non-G1 Customers who previously had a Competitive Supplier or self-supply and return to Default Service after the current six month rate period has commenced, and existing Non-G1 Customers who notify the Company of their intent to switch options at least two business days prior to the start of the six month rate period.

~~*Authorized by NHPUC Order No. 24,682 in Case No. DE 06-123 dated October 23, 2006*~~

Monthly Default Service charges will be recalculated for Customers who are on ~~the Non-G1~~ f~~F~~ixed pricing~~Charge~~ and decide to switch to a Competitive Supplier or self-supply before the six-month rate period is over. The monthly Default Service charges for the applicable portion of the fixed six month rate period will be recalculated using the ~~Non-G1 V~~variable prices~~Charge~~ during each month of that period. This ensures that all consumers pay the actual cost of electricity they have used. This adjustment may be a credit or a debit, and will be reflected on the first bill after the switch is effective.

Non-G1 Customers returning to Default Service from a Competitive Supplier or self-supply will automatically be placed on ~~the Non-G1 V~~variable pricing~~Charge~~. Non-G1 Customers electing ~~the Non-G1 V~~variable pricing~~Charge~~ or who were placed on ~~the Non-G1 V~~variable pricing~~Charge~~ after returning from a Competitive Supplier or self-supply will not have the opportunity to switch back to ~~the Non-G1 F~~fixed pricing~~Charge~~ until the subsequent six month rate period. Non-G1 Customers wishing to switch back to ~~the Non-G1 F~~fixed pricing~~Charge~~ may do so by notifying the Company at least two business days prior to the start of the subsequent six month period.

G1 DEFAULT SERVICE CHARGES

G1 Default Service pricing is available to all G1 customers as a variable charge only. The G1 ~~Variable~~ Default Service Charge ~~("G1 Variable Charge")~~ will change ~~from~~ monthly, reflecting variations in the wholesale supply charges.~~to month reflecting the monthly wholesale price that the Company pays to its Default Service provider(s).~~ The wholesale supply charges included in the Power Supply Charge will be determined as the sum of the average ISO-New England real time hourly locational marginal prices for the New Hampshire load zone, weighted by the wholesale hourly kWh volumes of the Company's G1 Default Service customers, and charges for capacity, ancillary services, and other supplier costs established through a competitive bidding process.

TERMS OF PAYMENT

The charges for service hereunder are net, billed monthly and due within 25 days following the date postmarked on the bill, as specified in the Terms and Conditions for Distribution Service, which is a part of this Tariff.

DEFAULT SERVICE
SCHEDULE DS (continued)

TERM OF CONTRACT

There is no specified term for service hereunder. Switching between optional energy supply services shall be in accordance with provisions contained in the schedules for such services.

SWITCHING TO A COMPETITIVE SUPPLIER OR SELF-SUPPLY

A. On Next Scheduled Meter Read Date

The Company will normally switch a Customer to a Competitive Supplier or self-supply upon request of a Customer as of the next scheduled meter read, provided that notice of the change to a Competitive Supplier or self-supply was received by the Company not less than two business days before that next scheduled meter read date. There shall be no charge for switching from Default Service to a Competitive Supplier or self-supply if such a notice is given.

B. Prior to the Next Scheduled Meter Read Date

If switching to a Competitive Supplier or self-supply before the next scheduled meter read is requested, the Company at its sole discretion and upon agreement by the Customer to pay the applicable fee pursuant to Section II. 10 of the Terms and Conditions for Distribution Service, will terminate Default Service with an unscheduled meter read.

TARIFF PROVISIONS

The Company's complete Tariff where not inconsistent with any specific provisions hereof, is part of this Schedule.

		Nov-12 Estimated	Dec-12 Estimated	Jan-13 Estimated	Feb-13 Estimated	Mar-13 Estimated	Apr-13 Estimated	May-13 Estimated	Total
1	Reconciliation (1)	$89,622	$108,938	$114,595	$96,536	$100,152	$86,876	$84,185	$680,904
2	Total Costs (Page 2)	$3,515,076	$4,977,997	$5,883,582	$4,920,477	$3,974,921	$3,455,917	$3,038,542	$29,766,513
3	Reconciliation plus Total Costs (L.1 + L.2)	$3,604,698	$5,086,935	$5,998,177	$5,017,013	$4,075,073	$3,542,793	$3,122,727	$30,447,417
4	kWh Purchases	62,699,500	76,212,852	80,170,428	67,536,170	70,066,505	60,778,275	58,895,649	476,359,380
5	Total, Before Losses (L.3 / L.4)	$0.05749	$0.06675	$0.07482	$0.07429	$0.05816	$0.05829	$0.05302	$0.06392
6	Losses	6.40%	6.40%	6.40%	6.40%	6.40%	6.40%	6.40%	6.40%
7	Total Retail Rate - Variable Power Supply Charge (L.5 * (1+L.6))	$0.06117	$0.07102	$0.07961	$0.07904	$0.06188	$0.06202	$0.05641	
8	Total Retail Rate - Fixed Power Supply Charge (L.5 * (1+L.6))								$0.06801

(1) As filed in DE 12-003 (March 2012). Power Supply Charge balance as of January 31, 2012, as adjusted, originally allocated between rate periods (May-October 2012 and November 2012-April 2013) and then to each month on equal per kWh basis. The period used as part of this rate filing now extends through May 2013 and therefore recovery of the remaining reconcilation is done over 7 months.

Power Supply reconciliation amount for May 2012-October 2012	$674,668
Smart Grid expenses for recovery May 2012-Oct 2012	$253,728
Total Reconciliation for May 2012-October 2012	$928,397
Reconciliation amount for November 2012-May 2013	$680,904
Total	$1,609,301

Calculation of Working Capital
Supplier Charges and GIS Support Payments

	(a) Total Non-G1 Class DS Supplier Charges (1)	(b) GIS Support Payments	(c) Number of Days of Lag / 365	(d) Working Capital Requirement ((a+b)*c)	(e) Prime Rate	(f) Supply Related Working Capital (d * e)	(g) Provision for Uncollected Accounts	(h) Internal Company Administrative Costs	(i) Legal Charges	(j) Consulting Outside Service Charges	(k) Total Costs (sum a + b + f + g + h + i + j)
Nov-12	$3,463,706	$585	5.94%	$205,864	3.25%	$6,691	$41,933	$2,162	$0	$0	$3,515,076
Dec-12	$4,930,847	$520	5.94%	$293,045	3.25%	$9,524	$34,944	$2,162	$0	$0	$4,977,997
Jan-13	$5,837,570	$649	5.94%	$346,934	3.25%	$11,275	$31,926	$2,162	$0	$0	$5,883,582
Feb-13	$4,865,658	$691	5.94%	$289,181	3.25%	$9,398	$42,568	$2,162	$0	$0	$4,920,477
Mar-13	$3,943,271	$587	5.94%	$234,362	3.25%	$7,617	$21,284	$2,162	$0	$0	$3,974,921
Apr-13	$3,393,401	$590	5.94%	$201,687	3.25%	$6,555	$53,210	$2,162	$0	$0	$3,455,917
May-13	$2,976,908	$512	5.94%	$176,932	3.25%	$5,750	$53,210	$2,162	$0	$0	$3,038,542
Total	$29,411,363	$4,134		$1,748,006		$56,810	$279,075	$15,132	$0	$0	$29,766,513

(1) Estimates based on monthly average wholesale rate times estimated monthly purchases.

		Nov-12 Estimated	Dec-12 Estimated	Jan-13 Estimated	Feb-13 Estimated	Mar-13 Estimated	Apr-13 Estimated	May-13 Estimated	Total
1	Reconciliation (1)	($30,334)	($36,872)	($38,787)	($32,674)	($33,898)	($29,405)	($28,494)	($230,465)
2	Total Costs (Page 2)	$227,875	$276,988	$335,533	$282,655	$293,246	$254,372	$246,493	$1,917,162
3	Reconciliation plus Total Costs (L.1 + L.2)	$197,541	$240,116	$296,746	$249,981	$259,347	$224,967	$217,999	$1,686,697
4	kWh Purchases	62,699,500	76,212,852	80,170,428	67,536,170	70,066,505	60,778,275	58,895,649	476,359,380
5	Total, Before Losses (L.3 / L.4)	$0.00315	$0.00315	$0.00370	$0.00370	$0.00370	$0.00370	$0.00370	$0.00354
6	Losses	6.40%	6.40%	6.40%	6.40%	6.40%	6.40%	6.40%	6.40%
7	Total Retail Rate - Variable RPS Charge (L.5 * (1+L.6))	$0.00335	$0.00335	$0.00394	$0.00394	$0.00394	$0.00394	$0.00394	
8	Total Retail Rate - Fixed RPS Charge (L.5 * (1+L.6))								$0.00377

(1) As filed in DE 12-003 (March 2012). Renewable Portfolio Standard Charge balance as of January 31, 2012, as adjusted, originally allocated between rate periods (May-October 2012 and November 2012-April 2013) and then to each month on equal per kWh basis. The period used as part of this rate filing now extends through May 2013 and therefore recovery of the remaining reconcilation is done over 7 months.

Reconciliation amount for May 2012-October 2012	($228,354)
Reconciliation amount for November 2012-May 2013	($230,465)
Total	($458,819)

	(a)	*Calculation of Working Capital*				(f)
		(b)	(c)	(d)	(e)	
	Renewable Energy Credits (1)	Number of Days of Lag / 365	Working Capital Requirement (a*b)	Prime Rate	Supply Related Working Capital (c * d)	Total Costs (sum a + e)
Nov-12	$233,473	(73.78%)	($172,252)	3.25%	($5,598)	$227,875
Dec-12	$283,793	(73.78%)	($209,377)	3.25%	($6,805)	$276,988
Jan-13	$343,776	(73.78%)	($253,631)	3.25%	($8,243)	$335,533
Feb-13	$289,599	(73.78%)	($213,661)	3.25%	($6,944)	$282,655
Mar-13	$300,450	(73.78%)	($221,666)	3.25%	($7,204)	$293,246
Apr-13	$260,621	(73.78%)	($192,281)	3.25%	($6,249)	$254,372
May-13	$252,548	(73.78%)	($186,325)	3.25%	($6,056)	$246,493
Total	$1,964,261		($1,449,194)		($47,099)	$1,917,162

(1) Schedule TMB-4.

		Total Nov12-May13
1	Reconciliation (1) (sum lines iii + iv)	($151,951)
2	Total Costs excl. wholesale supplier charge (Page 2)	$25,016
3	Reconciliation plus Total Costs excl. wholesale supplier charge (L.1 + L.2)	($126,935)
4	kWh Purchases	38,376,386
5	Total, Before Losses (L.3 / L.4)	($0.00331)
6	Losses	4.591%
7	Power Supply Charge excl. wholesale supplier charge (L.5 * (1+L.6)) (2)	($0.00346)

(1) As filed in DE 12-003 (March 2012). Power Supply Charge balance as of January 31, 2012, as adjusted, originally allocated between rate periods (May-July 2012, August-October 2012, November 2012-January 2013, and February-April 2013). The period used as part of this rate filing covers November 2012 - May 2013 and therefore recovery of the remaining reconcilation is done over 7 months.

i	Reconciliation amount for May-July 2012	($85,917)
ii	Reconciliation amount for August-October 2012	($84,700)
iii	Reconciliation amount for November 2012-January 2013	($76,998)
iv	Reconciliation amount for February-April 2013	($74,953)
	Total (sum lines i. thru iv.)	($322,568)

(2) The total G1 Power Supply Charge will equal the sum of Line 7 plus a wholesale supplier charge which shall be determined at the end of each month. The wholesale supply charges will be determined as the sum of the average ISO-New England real time hourly locational marginal prices for the New Hampshire load zone, weighted by the wholesale hourly kWh volumes of the Company's G1 Default Service customers, and charges for capacity, ancillary services, and other supplier costs established through a competitive bidding process.

			Calculation of Working Capital Supplier Charges and GIS Support Payments									
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
	Total G1 Class DS Supplier Charges (1)	GIS Support Payments	Number of Days of Lag / 365	Working Capital Requirement (2)	Prime Rate	Supply Related Working Capital (d * e)	Provision for Uncollected Accounts	Internal Company Administrative Costs	Legal Charges	Consulting Outside Service Charges	Total Costs (sum a + b + f + g + h + i + j)
Nov-12		$48	2.43%	$6,241	3.25%	$203	$0	$3,294	$0	$0	$3,545
Dec-12		$49	2.43%	$7,444	3.25%	$242	$0	$3,294	$0	$0	$3,585
Jan-13		$51	2.43%	$8,723	3.25%	$283	$0	$3,294	$0	$0	$3,629
Feb-13		$47	2.43%	$8,027	3.25%	$261	$0	$3,294	$0	$0	$3,602
Mar-13		$49	2.43%	$6,446	3.25%	$209	$0	$3,294	$0	$0	$3,552
Apr-13		$49	2.43%	$6,419	3.25%	$209	$0	$3,294	$0	$0	$3,552
May-13		$53	2.43%	$6,280	3.25%	$204	$0	$3,294	$0	$0	$3,551
Total		$345		$49,581		$1,611	$0	$23,059	$0	$0	$25,016

(1) DS Supplier Charges to be determined at the end of each month.

(2) The working capital requirement equals the supplier charge plus GIS Support payment times the number of days lag divided by 365. As the G1 class supplier charge is no longer determined using a contract price, estimates of the G1 class power supply costs were calculated based on the forecasted G1 class kWh purchases and an estimated price per kWh. The estimated price per kWh was determined by comparing a historical relationship between G1 and Non-G1 class supplier pricing and then applying that relationship to the current average Non-G1 supplier price per kWh. Actual working capital will be determined using the actual supplier charges in each month.

		Nov-12 Estimated	Dec-12 Estimated	Jan-13 Estimated	Feb-13 Estimated	Mar-13 Estimated	Apr-13 Estimated	May-13 Estimated	Total
1	Reconciliation (1) (sum lines iii + iv)	($7,075)	($7,205)	($7,503)	($6,978)	($7,172)	($7,200)	($7,780)	($50,913)
2	Total Costs (Page 2)	$19,713	$20,075	$24,073	$22,391	$23,013	$23,102	$24,963	$157,330
3	Reconciliation plus Total Costs (L.1 + L.2)	$12,638	$12,870	$16,570	$15,413	$15,841	$15,903	$17,182	$106,417
4	kWh Purchases	5,332,569	5,430,899	5,655,422	5,259,859	5,406,230	5,426,913	5,864,493	38,376,386
5	Total, Before Losses (L.3 / L.4)	$0.00237	$0.00237	$0.00293	$0.00293	$0.00293	$0.00293	$0.00293	
6	Losses	4.591%	4.591%	4.591%	4.591%	4.591%	4.591%	4.591%	
7	Total Retail Rate - Variable RPS Charge (L.5 * (1+L.6))	$0.00248	$0.00248	$0.00306	$0.00306	$0.00306	$0.00306	$0.00306	

(1) As filed in DE 12-003 (March 2012). Renewable Portfolio Standard Charge balance as of January 31, 2012, as adjusted, originally allocated between rate periods (May-July 2012, August-October 2012, November 2012-January 2013, and February-April 2013) and then to each month on equal per kWh basis. The period used as part of this rate filing covers November 2012 - May 2013 and therefore recovery of the remaining reconcilation is done over 7 months.

i	Reconciliation amount for May-July 2012	($28,788)
ii	Reconciliation amount for August-October 2012	($28,380)
iii	Reconciliation amount for November 2012-January 2013	($25,799)
iv	Reconciliation amount for February-April 2013	($25,114)
	Total (sum lines i. thru iv.)	($108,081)

		Calculation of Working Capital				
	(a)	(b)	(c)	(d)	(e)	(f)
	Renewable Energy Credits (1)	Number of Days of Lag / 365	Working Capital Requirement (a*b)	Prime Rate	Supply Related Working Capital (c * d)	Total Costs (sum a + e)
Nov-12	$20,200	(74.28%)	($15,004)	3.25%	($488)	$19,713
Dec-12	$20,572	(74.28%)	($15,280)	3.25%	($497)	$20,075
Jan-13	$24,668	(74.28%)	($18,323)	3.25%	($595)	$24,073
Feb-13	$22,945	(74.28%)	($17,043)	3.25%	($554)	$22,391
Mar-13	$23,582	(74.28%)	($17,516)	3.25%	($569)	$23,013
Apr-13	$23,674	(74.28%)	($17,584)	3.25%	($571)	$23,102
May-13	$25,580	(74.28%)	($19,000)	3.25%	($618)	$24,963
Total	$161,222		($119,750)		($3,892)	$157,330

(1) Schedule TMB-4.

Unitil Energy Systems, Inc.
Internal Administrative Costs associated with Default Service

		G1 Class	Non-G1 Class	Total	Notes:
Energy Contracts Department:					
1	Average Cost of Labor per Hour	$39.00	$39.00	$39.00	1
2	Estimated Annual Hours Required to Accomplish Tasks	249.4	150.6	400.0	
3	Cost of Labor	$9,727	$5,873	$15,600	
4	Overhead (Line 3 * Overhead rate)	$9,804	$5,920	$15,725	2
5	**Total Labor and Overhead Cost**	$19,531	$11,794	$31,325	
Regulatory Services Department:					
1	Average Cost of Labor per Hour	$46.67	$46.67	$46.67	1
2	Estimated Annual Hours Required to Accomplish Tasks	88.0	35.0	123.0	
3	Cost of Labor	$4,107	$1,633	$5,740	
4	Overhead (Line 3 * Overhead rate)	$4,140	$1,647	$5,786	2
5	**Total Labor and Overhead Cost**	$8,247	$3,280	$11,527	
Accounts Payable Department:					
1	Average Cost of Labor per Hour	$23.36	$23.36	$23.36	1
2	Estimated Annual Hours Required to Accomplish Tasks	6.0	6.0	12.0	
3	Cost of Labor	$140	$140	$280	
4	Overhead (Line 3 * Overhead rate)	$141	$141	$283	2
5	**Total Labor and Overhead Cost**	$281	$281	$563	
General Accounting Department:					
1	Average Cost of Labor per Hour	$40.20	$40.20	$40.20	1
2	Estimated Annual Hours Required to Accomplish Tasks	6.0	6.0	12.0	
3	Cost of Labor	$241	$241	$482	
4	Overhead (Line 3 * Overhead rate)	$243	$243	$486	2
5	**Total Labor and Overhead Cost**	$484	$484	$969	
Finance Department:					
1	Average Cost of Labor per Hour	$36.93	$36.93	$36.93	1
2	Estimated Annual Hours Required to Accomplish Tasks	26.0	26.0	52.0	
3	Cost of Labor	$960	$960	$1,920	
4	Overhead (Line 3 * Overhead rate)	$968	$968	$1,936	2
5	**Total Labor and Overhead Cost**	$1,928	$1,928	$3,856	
Communications Department:					
1	Average Cost of Labor per Hour	$50.14	$50.14	$50.14	1
2	Estimated Annual Hours Required to Accomplish Tasks	60.0	60.0	120.0	
3	Cost of Labor	$3,008	$3,008	$6,017	
4	Overhead (Line 3 * Overhead rate)	$3,032	$3,032	$6,065	2
5	**Total Labor and Overhead Cost**	$6,041	$6,041	$12,082	
Business Development Department:					
1	Average Cost of Labor per Hour	$43.65	$43.65	$43.65	1
2	Estimated Annual Hours Required to Accomplish Tasks	8.0	0.0	8.0	
3	Cost of Labor	$349	$0	$349	
4	Overhead (Line 3 * Overhead rate)	$352	$0	$352	2
5	**Total Labor and Overhead Cost**	$701	$0	$701	
Information Systems Department:					
1	Average Cost of Labor per Hour	$41.77	$41.77	$41.77	1
2	Estimated Annual Hours Required to Accomplish Tasks	3.6	1.4	5.0	
3	Cost of Labor	$150	$58	$209	
4	Overhead (Line 3 * Overhead rate)	$152	$59	$211	2
5	**Total Labor and Overhead Cost**	$302	$117	$419	
Customer Service Department:					
1	Average Cost of Labor per Hour	$20.90	$20.90	$20.90	1
2	Estimated Annual Hours Required to Accomplish Tasks	48.0	48.0	96.0	
3	Cost of Labor	$1,003	$1,003	$2,006	
4	Overhead (Line 3 * Overhead rate)	$1,011	$1,011	$2,022	2
5	**Total Labor and Overhead Cost**	$2,014	$2,014	$4,029	
	TOTAL ANNUAL COST	$39,530	$25,940	$65,470	

Notes:
1) See Schedule LSM-6, Page 2 of 2.
2) Based on Unitil Service Corp. overhead rate of 100.8% (2011 average rate).

Unitil Service Corp.
Average Cost of Labor per Hour by Department

Department (a)	Full Time Equivalent (1) (b)	Annualized Base Labor (c)	Open Positions (d)	Open Positions (2) (e)	Total Positions (b) + (d) = (f)	Total Salaries (c) + (e) = (g)	Avg Hrly Labor Cost (3) (g) ÷ (f) ÷ 2080 = (h)
Energy Contracts	7.00	$582,810	1.00	$66,154	8.00	$648,964	$39.00
Regulatory / Legal	9.00	$873,712	0.00	$0	9.00	$873,712	$46.67
Accounts Payable	5.00	$242,972	0.00	$0	5.00	$242,972	$23.36
General Accounting	17.80 (4)	$1,488,190	0.00	$0	17.80	$1,488,190	$40.20
Finance	6.00	$484,989	1.00	$52,718	7.00	$537,707	$36.93
Communications	6.00	$625,769	0.00	$0	6.00	$625,769	$50.14
Business Development	17.00	$1,550,711	1.00	$83,707	18.00	$1,634,418	$43.65
Information Systems	14.25 (4)	$1,195,481	4.00	$390,056	18.25	$1,585,537	$41.77
Customer Service	62.00	$2,683,453	3.00	$142,476	65.00	$2,825,929	$20.90

(1) Annualized salaries of active employees as of August 1, 2012.

(2) Salary range midpoint of open positions as of August 1, 2012.

(3) Total Salaries ÷ Total positions ÷ (40 hours/wk * 52 weeks/yr).

(4) Includes one part-time employee.

Unitil Energy Systems, Inc.
Typical Bill Impacts by Rate Component

Residential Rate D 500 kWh Bill

	9/1/2012	11/1/2012					%
Rate Components	Current Rate	As Revised	Difference	Current Bill*	As Revised Bill*	Difference	Difference to Total Bill
Customer Charge	$10.27	$10.27	$0.00	$10.27	$10.27	$0.00	0.0%
	$/kWh	**$/kWh**					
Distribution Charge							
First 250 kWh	$0.02894	$0.02894	$0.00000	$7.24	$7.24	$0.00	0.0%
Excess 250 kWh	$0.03394	$0.03394	$0.00000	$8.49	$8.49	$0.00	0.0%
External Delivery Charge	$0.01753	$0.01753	$0.00000	$8.77	$8.77	$0.00	0.0%
Stranded Cost Charge	$0.00009	$0.00009	$0.00000	$0.05	$0.05	$0.00	0.0%
Storm Recovery Adj.	$0.00178	$0.00178	$0.00000	$0.89	$0.89	$0.00	0.0%
System Benefits Charge	$0.00330	$0.00330	$0.00000	$1.65	$1.65	$0.00	0.0%
Default Service Charge	$0.06913	$0.07178	$0.00265	$34.57	$35.89	$1.33	1.8%
First 250 kWh	$0.12077	$0.12342	$0.00265				
Excess 250 kWh	$0.12577	$0.12842	$0.00265				
Total Bill				$71.91	$73.23	$1.33	1.8%

Regular General G2 Demand, 10 kW, 3,000 kWh Typical Bill

	9/1/2012	11/1/2012					%
Rate Components	Current Rate	As Revised	Difference	Current Bill*	As Revised Bill*	Difference	Difference to Total Bill
Customer Charge	$16.96	$16.96	$0.00	$16.96	$16.96	$0.00	0.0%
	All kW	**All kW**					
Distribution Charge	$9.50	$9.50	$0.00	$95.00	$95.00	$0.00	0.0%
Stranded Cost Charge	$0.02	$0.02	$0.00	$0.20	$0.20	$0.00	0.0%
Total	$9.52	$9.52	$0.00	$95.20	$95.20	$0.00	0.0%
	$/kWh	**$/kWh**					
Distribution Charge	$0.00000	$0.00000	$0.00000	$0.00	$0.00	$0.00	0.0%
External Delivery Charge	$0.01753	$0.01753	$0.00000	$52.59	$52.59	$0.00	0.0%
Stranded Cost Charge	$0.00002	$0.00002	$0.00000	$0.06	$0.06	$0.00	0.0%
Storm Recovery Adj.	$0.00178	$0.00178	$0.00000	$5.34	$5.34	$0.00	0.0%
System Benefits Charge	$0.00330	$0.00330	$0.00000	$9.90	$9.90	$0.00	0.0%
Default Service Charge	$0.06913	$0.07178	$0.00265	$207.39	$215.34	$7.95	2.1%
Total	$0.09176	$0.09441	$0.00265	$275.28	$283.23	$7.95	2.1%
Total Bill				$387.44	$395.39	$7.95	2.1%

* Impacts do not include the Electricity Consumption Tax.

Unitil Energy Systems, Inc.
Typical Bill Impacts by Rate Component

Regular General G2 Quick Recovery Water Heating and Space Heating 2,000 kWh Typical Bill

Rate Components	9/1/2012 Current Rate	11/1/2012 As Revised	Difference	Current Bill*	As Revised Bill*	Difference	% Difference to Total Bill
Customer Charge	$5.76	$5.76	$0.00	$5.76	$5.76	$0.00	0.0%
	$/kWh	**$/kWh**					
Distribution Charge	$0.02832	$0.02832	$0.00000	$56.64	$56.64	$0.00	0.0%
External Delivery Charge	$0.01753	$0.01753	$0.00000	$35.06	$35.06	$0.00	0.0%
Stranded Cost Charge	$0.00009	$0.00009	$0.00000	$0.18	$0.18	$0.00	0.0%
Storm Recovery Adj.	$0.00178	$0.00178	$0.00000	$3.56	$3.56	$0.00	0.0%
System Benefits Charge	$0.00330	$0.00330	$0.00000	$6.60	$6.60	$0.00	0.0%
Default Service Charge	$0.06913	$0.07178	$0.00265	$138.26	$143.56	$5.30	2.2%
Total	$0.12015	$0.12280	$0.00265	$240.30	$245.60	$5.30	2.2%
Total Bill				$246.06	$251.36	$5.30	2.2%

Regular General G2 kWh Meter 125 kWh Typical Bill

Rate Components	9/1/2012 Current Rate	11/1/2012 As Revised	Difference	Current Bill*	As Revised Bill*	Difference	% Difference to Total Bill
Customer Charge	$12.85	$12.85	$0.00	$12.85	$12.85	$0.00	0.0%
	$/kWh	**$/kWh**					
Distribution Charge	$0.02957	$0.02957	$0.00000	$3.70	$3.70	$0.00	0.0%
External Delivery Charge	$0.01753	$0.01753	$0.00000	$2.19	$2.19	$0.00	0.0%
Stranded Cost Charge	$0.00009	$0.00009	$0.00000	$0.01	$0.01	$0.00	0.0%
Storm Recovery Adj.	$0.00178	$0.00178	$0.00000	$0.22	$0.22	$0.00	0.0%
System Benefits Charge	$0.00330	$0.00330	$0.00000	$0.41	$0.41	$0.00	0.0%
Default Service Charge	$0.06913	$0.07178	$0.00265	$8.64	$8.97	$0.33	1.2%
Total	$0.12140	$0.12405	$0.00265	$15.18	$15.51	$0.33	1.2%
Total Bill				$28.03	$28.36	$0.33	1.2%

* Impacts do not include the Electricity Consumption Tax.

Unitil Energy Systems, Inc.
Typical Bill Impacts for Residential Rate Class based on Mean and Median Usage

Residential Rate D 648 kWh Bill - Mean Use*

	9/1/2012	11/1/2012					%
Rate Components	Current Rate	As Revised	Difference	Current Bill**	As Revised Bill**	Difference	Difference to Total Bill
Customer Charge	$10.27	$10.27	$0.00	$10.27	$10.27	$0.00	0.0%
	$/kWh	**$/kWh**					
Distribution Charge							
First 250 kWh	$0.02894	$0.02894	$0.00000	$7.24	$7.24	$0.00	0.0%
Excess 250 kWh	$0.03394	$0.03394	$0.00000	$13.51	$13.51	$0.00	0.0%
External Delivery Charge	$0.01753	$0.01753	$0.00000	$11.36	$11.36	$0.00	0.0%
Stranded Cost Charge	$0.00009	$0.00009	$0.00000	$0.06	$0.06	$0.00	0.0%
Storm Recovery Adj.	$0.00178	$0.00178	$0.00000	$1.15	$1.15	$0.00	0.0%
System Benefits Charge	$0.00330	$0.00330	$0.00000	$2.14	$2.14	$0.00	0.0%
Default Service Charge	$0.06913	$0.07178	$0.00265	$44.80	$46.51	$1.72	1.9%
First 250 kWh	$0.12077	$0.12342	$0.00265				
Excess 250 kWh	$0.12577	$0.12842	$0.00265				
Total Bill				$90.52	$92.24	$1.72	1.9%

Residential Rate D 543 kWh Bill - Median Use*

	9/1/2012	11/1/2012					%
Rate Components	Current Rate	As Revised	Difference	Current Bill**	As Revised Bill**	Difference	Difference to Total Bill
Customer Charge	$10.27	$10.27	$0.00	$10.27	$10.27	$0.00	0.0%
	$/kWh	**$/kWh**					
Distribution Charge							
First 250 kWh	$0.02894	$0.02894	$0.00000	$7.24	$7.24	$0.00	0.0%
Excess 250 kWh	$0.03394	$0.03394	$0.00000	$9.94	$9.94	$0.00	0.0%
External Delivery Charge	$0.01753	$0.01753	$0.00000	$9.52	$9.52	$0.00	0.0%
Stranded Cost Charge	$0.00009	$0.00009	$0.00000	$0.05	$0.05	$0.00	0.0%
Storm Recovery Adj.	$0.00178	$0.00178	$0.00000	$0.97	$0.97	$0.00	0.0%
System Benefits Charge	$0.00330	$0.00330	$0.00000	$1.79	$1.79	$0.00	0.0%
Default Service Charge	$0.06913	$0.07178	$0.00265	$37.54	$38.98	$1.44	1.9%
First 250 kWh	$0.12077	$0.12342	$0.00265				
Excess 250 kWh	$0.12577	$0.12842	$0.00265				
Total Bill				$77.31	$78.75	$1.44	1.9%

* Based on billing period March 2011 through February 2012.
** Impacts do not include the Electricity Consumption Tax.

Unitil Energy Systems, Inc.
Average Class Bill Impacts
Due to Proposed Default Service Rate Changes Effective November 1, 2012

(A) Class of Service	(B) Annual Number of Customers (luminaires for Outdoor Lighting)	(C) Annual kWh Sales	(D) Annual kW / kVA Sales	(E) Proposed DSC Change $	(F) Estimated Annual Revenue $ Under Present Rates	(G) Estimated Annual Revenue $ Under Proposed Rates	(H) Proposed Net Change Revenue $	(I) % Change DSC Revenue
Residential	763,694	480,638,599	n/a	$1,273,692	$67,429,009	$68,702,701	$1,273,692	1.9%
General Service	129,249	340,275,469	1,301,458	$901,730	$45,914,552	$46,816,282	$901,730	2.0%
Outdoor Lighting	115,819	8,988,739	n/a	$23,820	$2,427,484	$2,451,304	$23,820	1.0%
Total	1,008,762	829,902,807		$2,199,242	$115,771,044	$117,970,287	$2,199,242	1.9%

(B), (C), (D) Test year billing determinants in DE 10-055.
(E) Difference in proposed rate and current rate, times the billing determinants shown in Column (C).
(F) Based on current rates times billing determinants shown in Columns (B), (C) and (D).
(G) Sum of Columns (E) and (F)
(H) Column (G) minus Column (F)
(I) Column (H) divided by Column (F)

Unitil Energy Systems, Inc.
Typical Bill Impacts - September 1, 2012 versus November 1, 2012
Impacts do NOT include the Electricity Consumption Tax
Impact on D Rate Customers

Average kWh	Total Bill Using Rates 9/1/2012	Total Bill Using Rates 11/1/2012	Total Difference	% Total Difference
125	$25.37	$25.70	$0.33	1.3%
250	$40.46	$41.13	$0.66	1.6%
500	$71.91	$73.23	$1.33	1.8%
600	$84.48	$86.07	$1.59	1.9%
750	$103.35	$105.34	$1.99	1.9%
1,000	$134.79	$137.44	$2.65	2.0%
1,250	$166.23	$169.55	$3.31	2.0%
1,500	$197.68	$201.65	$3.97	2.0%
2,000	$260.56	$265.86	$5.30	2.0%
3,500	$449.22	$458.49	$9.27	2.1%
5,000	$637.87	$651.12	$13.25	2.1%

		Rates - Effective September 1, 2012	Rates - Proposed November 1, 2012	Difference
Customer Charge		**$10.27**	**$10.27**	**$0.00**
		kWh	**kWh**	**kWh**
Distribution Charge:	First 250 kWh	$0.02894	$0.02894	$0.00000
	Excess 250 kWh	$0.03394	$0.03394	$0.00000
External Delivery Charge		$0.01753	$0.01753	$0.00000
Stranded Cost Charge		$0.00009	$0.00009	$0.00000
Storm Recovery Adjustment Factor		$0.00178	$0.00178	$0.00000
System Benefits Charge		$0.00330	$0.00330	$0.00000
Default Service Charge		$0.06913	$0.07178	$0.00265
TOTAL	First 250 kWh	**$0.12077**	**$0.12342**	**$0.00265**
	Excess 250 kWh	**$0.12577**	**$0.12842**	**$0.00265**

Unitil Energy Systems, Inc.
Typical Bill Impacts - September 1, 2012 versus November 1, 2012
Impacts do NOT include the Electricity Consumption Tax
Impact on G2 Rate Customers

Load Factor	Average Monthly kW	Average Monthly kWh	Total Bill Using Rates 9/1/2012	Total Bill Using Rates 11/1/2012	Total Difference	% Total Difference
20%	5	730	$131.54	$133.48	$1.93	1.5%
20%	10	1,460	$246.13	$250.00	$3.87	1.6%
20%	15	2,190	$360.71	$366.52	$5.80	1.6%
20%	25	3,650	$589.88	$599.56	$9.67	1.6%
20%	50	7,300	$1,162.81	$1,182.15	$19.35	1.7%
20%	75	10,950	$1,735.73	$1,764.75	$29.02	1.7%
20%	100	14,600	$2,308.66	$2,347.35	$38.69	1.7%
20%	150	21,900	$3,454.50	$3,512.54	$58.03	1.7%
36%	5	1,314	$185.13	$188.61	$3.48	1.9%
36%	10	2,628	$353.31	$360.27	$6.96	2.0%
36%	15	3,942	$521.48	$531.92	$10.45	2.0%
36%	25	6,570	$857.82	$875.23	$17.41	2.0%
36%	50	13,140	$1,698.69	$1,733.51	$34.82	2.0%
36%	75	19,710	$2,539.55	$2,591.78	$52.23	2.1%
36%	100	26,280	$3,380.41	$3,450.05	$69.64	2.1%
36%	150	39,420	$5,062.14	$5,166.60	$104.46	2.1%
50%	5	1,825	$232.02	$236.86	$4.84	2.1%
50%	10	3,650	$447.08	$456.76	$9.67	2.2%
50%	15	5,475	$662.15	$676.65	$14.51	2.2%
50%	25	9,125	$1,092.27	$1,116.45	$24.18	2.2%
50%	50	18,250	$2,167.58	$2,215.94	$48.36	2.2%
50%	75	27,375	$3,242.89	$3,315.43	$72.54	2.2%
50%	100	36,500	$4,318.20	$4,414.93	$96.72	2.2%
50%	150	54,750	$6,468.82	$6,613.91	$145.09	2.2%

	Rates - Effective September 1,	Rates - Proposed November 1, 2012	Difference
Customer Charge	**$16.96**	**$16.96**	**$0.00**
	All kW	**All kW**	**All kW**
Distribution Charge	$9.50	$9.50	$0.00
Stranded Cost Charge	$0.02	$0.02	$0.00
TOTAL	**$9.52**	**$9.52**	**$0.00**
	kWh	**kWh**	**kWh**
Distribution Charge	$0.00000	$0.00000	$0.00000
External Delivery Charge	$0.01753	$0.01753	$0.00000
Stranded Cost Charge	$0.00002	$0.00002	$0.00000
Storm Recovery Adj. Factor	$0.00178	$0.00178	$0.00000
System Benefits Charge	$0.00330	$0.00330	$0.00000
Default Service Charge	$0.06913	$0.07178	$0.00265
TOTAL	**$0.09176**	**$0.09441**	**$0.00265**

Unitil Energy Systems, Inc.
Typical Bill Impacts - September 1, 2012 versus November 1, 2012
Impacts do NOT include the Electricity Consumption Tax
Impact on G2 kWh Meter Rate Customers

Average Monthly kWh	Total Bill Using Rates 9/1/2012	Total Bill Using Rates 11/1/2012	Total Difference	% Total Difference
15	$14.67	$14.71	$0.04	0.3%
75	$21.96	$22.15	$0.20	0.9%
150	$31.06	$31.46	$0.40	1.3%
250	$43.20	$43.86	$0.66	1.5%
350	$55.34	$56.27	$0.93	1.7%
450	$67.48	$68.67	$1.19	1.8%
550	$79.62	$81.08	$1.46	1.8%
650	$91.76	$93.48	$1.72	1.9%
750	$103.90	$105.89	$1.99	1.9%
900	$122.11	$124.50	$2.39	2.0%

	Rates - Effective September 1, 2012	Rates - Proposed	Difference
kWh Meter Customer Charge	**$12.85**	**$12.85**	**$0.00**
	All kWh	**All kWh**	**All kWh**
Distribution Charge	$0.02957	$0.02957	$0.00000
External Delivery Charge	$0.01753	$0.01753	$0.00000
Stranded Cost Charge	$0.00009	$0.00009	$0.00000
Storm Recovery Adjustment Factor	$0.00178	$0.00178	$0.00000
System Benefits Charge	$0.00330	$0.00330	$0.00000
Default Service Charge	$0.06913	$0.07178	$0.00265
TOTAL	**$0.12140**	**$0.12405**	**$0.00265**

Unitil Energy Systems, Inc.
Typical Bill Impacts - September 1, 2012 versus November 1, 2012
Impacts do NOT include the Electricity Consumption Tax
Impact on G2 QRWH and SH Rate Customers

Average kWh	Total Bill Using Rates 9/1/2012	Total Bill Using Rates 11/1/2012	Total Difference	% Total Difference
100	$17.78	$18.04	$0.27	1.5%
200	$29.79	$30.32	$0.53	1.8%
300	$41.81	$42.60	$0.80	1.9%
400	$53.82	$54.88	$1.06	2.0%
500	$65.84	$67.16	$1.33	2.0%
750	$95.87	$97.86	$1.99	2.1%
1,000	$125.91	$128.56	$2.65	2.1%
1,500	$185.99	$189.96	$3.97	2.1%
2,000	$246.06	$251.36	$5.30	2.2%
2,500	$306.14	$312.76	$6.63	2.2%

	Rates - Effective September 1, 2012	Rates - Proposed November 1, 2012	Difference
Customer Charge	**$5.76**	**$5.76**	**$0.00**
	All kWh	**All kWh**	**All kWh**
Distribution Charge	$0.02832	$0.02832	$0.00000
External Delivery Charge	$0.01753	$0.01753	$0.00000
Stranded Cost Charge	$0.00009	$0.00009	$0.00000
Storm Recovery Adjustment Factor	$0.00178	$0.00178	$0.00000
System Benefits Charge	$0.00330	$0.00330	$0.00000
Default Service Charge	$0.06913	$0.07178	$0.00265
TOTAL	**$0.12015**	**$0.12280**	**$0.00265**

Unitil Energy Systems, Inc.
Typical Bill Impacts - September 1, 2012 versus November 1, 2012
Impacts do NOT include the Electricity Consumption Tax
Impact on OL Rate Customers*

	Nominal Watts	Lumens	Type	Average Monthly kWh	Total Bill Using Rates 9/1/2012	Total Bill Using Rates 11/1/2012	Total Difference	% Total Difference
		Mercury Vapor:						
1	100	3,500	ST	40	$14.06	$14.17	$0.11	0.8%
2	175	7,000	ST	67	$18.73	$18.91	$0.18	0.9%
3	250	11,000	ST	95	$23.16	$23.42	$0.25	1.1%
4	400	20,000	ST	154	$31.60	$32.01	$0.41	1.3%
5	1,000	60,000	ST	388	$71.62	$72.65	$1.03	1.4%
6	250	11,000	FL	95	$24.19	$24.45	$0.25	1.0%
7	400	20,000	FL	154	$32.92	$33.33	$0.41	1.2%
8	1,000	60,000	FL	388	$67.64	$68.67	$1.03	1.5%
9	100	3,500	PB	40	$14.18	$14.29	$0.11	0.7%
10	175	7,000	PB	67	$17.95	$18.13	$0.18	1.0%
		High Pressure Sodium:						
11	50	4,000	ST	21	$12.54	$12.59	$0.06	0.4%
12	100	9,500	ST	43	$16.06	$16.17	$0.11	0.7%
13	150	16,000	ST	60	$17.67	$17.83	$0.16	0.9%
14	250	30,000	ST	101	$24.85	$25.12	$0.27	1.1%
15	400	50,000	ST	161	$34.77	$35.20	$0.43	1.2%
16	1,000	140,000	ST	398	$72.08	$73.13	$1.05	1.5%
17	150	16,000	FL	60	$19.74	$19.90	$0.16	0.8%
18	250	30,000	FL	101	$26.29	$26.56	$0.27	1.0%
19	400	50,000	FL	161	$34.30	$34.73	$0.43	1.2%
20	1,000	140,000	FL	398	$72.40	$73.45	$1.05	1.5%
21	50	4,000	PB	21	$11.64	$11.69	$0.06	0.5%
22	100	95,000	PB	43	$15.02	$15.13	$0.11	0.8%
		Metal Halide:						
23	175	8,800	ST	66	$22.32	$22.50	$0.17	0.8%
24	250	13,500	ST	92	$26.26	$26.50	$0.24	0.9%
25	400	23,500	ST	148	$32.10	$32.49	$0.39	1.2%
26	175	8,800	FL	66	$25.06	$25.24	$0.17	0.7%
27	250	13,500	FL	92	$29.07	$29.31	$0.24	0.8%
28	400	23,500	FL	148	$34.25	$34.64	$0.39	1.1%
29	175	8,800	PB	66	$21.19	$21.37	$0.17	0.8%
30	250	13,500	PB	92	$24.62	$24.86	$0.24	1.0%
31	400	23,500	PB	148	$30.97	$31.36	$0.39	1.3%

Luminaire Charges For Year Round Service:

Rates - Effective September 1, 2012

		Mercury Vapor Rate/Mo.		Sodium Vapor Rate/Mo.		Metal Halide Rate/Mo.	
Customer Charge	**$0.00**	1	$10.39	11	$10.61	23	$16.26
		2	$12.58	12	$12.11	24	$17.81
	All kWh	3	$14.44	13	$12.16	25	$18.51
Distribution Charge	$0.00000	4	$17.46	14	$15.58	26	$19.00
External Delivery Charge	$0.01753	5	$35.99	15	$19.99	27	$20.62
Stranded Cost Charge	$0.00009	6	$15.47	16	$35.53	28	$20.66
Storm Recovery Adj. Factor	$0.00178	7	$18.78	17	$14.23	29	$15.13
System Benefits Charge	$0.00330	8	$32.01	18	$17.02	30	$16.17
Default Service Charge	$0.06913	9	$10.51	19	$19.52	31	$17.38
		10	$11.80	20	$35.85		
TOTAL	**$0.09183**			21	$9.71		
				22	$11.07		

Rates - Proposed November 1, 2012

		Mercury Vapor Rate/Mo.		Sodium Vapor Rate/Mo.		Metal Halide Rate/Mo.	
Customer Charge	**$0.00**	1	$10.39	11	$10.61	23	$16.26
		2	$12.58	12	$12.11	24	$17.81
	All kWh	3	$14.44	13	$12.16	25	$18.51
Distribution Charge	$0.00000	4	$17.46	14	$15.58	26	$19.00
External Delivery Charge	$0.01753	5	$35.99	15	$19.99	27	$20.62
Stranded Cost Charge	$0.00009	6	$15.47	16	$35.53	28	$20.66
Storm Recovery Adj. Factor	$0.00178	7	$18.78	17	$14.23	29	$15.13
System Benefits Charge	$0.00330	8	$32.01	18	$17.02	30	$16.17
Default Service Charge	$0.07178	9	$10.51	19	$19.52	31	$17.38
		10	$11.80	20	$35.85		
TOTAL	**$0.09448**			21	$9.71		
				22	$11.07		

	Difference	Mercury Vapor-Difference		Sodium Vapor-Difference		Metal Halide-Difference	
Customer Charge	**$0.00**	1	$0.00	11	$0.00	23	$0.00
		2	$0.00	12	$0.00	24	$0.00
	All kWh	3	$0.00	13	$0.00	25	$0.00
Distribution Charge	$0.00000	4	$0.00	14	$0.00	26	$0.00
External Delivery Charge	$0.00000	5	$0.00	15	$0.00	27	$0.00
Stranded Cost Charge	$0.00000	6	$0.00	16	$0.00	28	$0.00
Storm Recovery Adj. Factor	$0.00000	7	$0.00	17	$0.00	29	$0.00
System Benefits Charge	$0.00000	8	$0.00	18	$0.00	30	$0.00
Default Service Charge	$0.00265	9	$0.00	19	$0.00	31	$0.00
		10	$0.00	20	$0.00		
TOTAL	**$0.00265**			21	$0.00		
				22	$0.00		

* Luminaire charges based on All-Night Service option.