



July 16, 2010

BY HAND-DELIVERY AND E-MAIL

Mark D. Marini, Secretary
Department of Public Utilities
One South Station, 2nd floor
Boston, MA 02110

Re: D.P.U. 10-BSF-A3 - Fitchburg Gas and Electric Light Company,
Default Service Tariff Filing M.D.P.U. No. 189 for September 1,
2010

Dear Secretary Marini:

Fitchburg Gas and Electric Light Company d/b/a Unitil ("Unitil") hereby submits two copies of Tariff Sheet No. 189 to implement Unitil's revised Default Service prices. This tariff is proposed to become effective on September 1, 2010. Also enclosed is a Motion for Protective Order, and a check in the amount of \$100.00 for the required filing fee.

The default service rates shown on page 3 of the proposed tariff are based upon the results of Unitil's competitive solicitation, pursuant to a Request for Proposals ("RFP"), for Default Service. The changes to the tariff as a result of this filing are to extend the MARKET pricing for GD-3 customers to the period September through November 2010.

Unitil is also submitting the results of its RFP for Default Service supply for the period beginning September 1, 2010, and its approach to compliance with the Renewable Portfolio Standards ("RPS") requirements.

As discussed in more detail in the attached Default Service Bid Evaluation Report, pursuant to a purchasing process approved by the Department in D.T.E. 06-74, Unitil sought fixed monthly pricing and, alternatively, solicited for a variable monthly pricing service for 100 percent of its load requirements for its large customer group, rate class GD-3, for the three month period beginning September 1, 2010. The RFP process resulted in Unitil's selection of the variable monthly pricing option.

Unitil continues to purchase Renewable Energy Certificates ("RECs") as separate products from the market for this Default Service delivery period, as it has in prior periods. For purposes of this filing, and based upon its analysis of the current REC market, Unitil has estimated the stand-alone price of RECs that would comply with the Renewable Energy Portfolio Standards

Gary Epler
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("RPS") to be \$25.00 /MWh for Class I, \$400.00 for Class I Solar Carve-Out, \$25.00 /MWh for Class II Renewable, \$6.50 /MWh for Class II Waste Energy, and \$18.00 /MWh for Alternative Portfolio Standard for the period September 2010 through November 2010.¹ These rates equate to \$0.00290 per kWh for 2010 when the Renewable Energy Portfolio Standard is 5.0 percent for total Class I (4.932 percent of load for Class I, 0.068 percent of load for Class I Solar Carve-Out), 3.6 percent of load for Class II Renewable, 3.5 percent of load for Class II Waste Energy and 1.5 percent of load for Alternative Portfolio Standard. This provides for compliance with 225 CMR 14.00 and 225 CMR 15.00 and 16.00. Unitil will include the estimates above in its Default Service rate calculations.

Rates for the GD-3 class are not known at this time since they will be calculated at the end of each calendar month using the same methodology as has been done in the past. These rates will be based on the retail Supplier Costs Adder which was solicited and selected as a result of the current RFP. The Adder will be applied to a load weighted average calendar month wholesale price based on the ISO-NE West Central Massachusetts locational marginal price ("LMP") for the calendar month, and adjusted by a distribution loss factor. In addition, an estimate of RECs at retail and the Default Service Costs Adder will be applied to the final rate.

Bill impacts to large general service customers are unknown at this time. Although the final retail rate calculation will not be available until all load and price information was available, customers will have an indication of the default service price level for the current month by viewing the LMP information on the ISO New England Inc.'s website, which may be accessed by a hyperlink from Unitil's customer website. In addition, a history of the large customer default service rates will also be provided, so the customer will be able to compare the preliminary price information. This information will be made available to all of Unitil's large customers via the customer log-in section of Unitil's website. Unitil recognizes that its customers should have access to the best available DS price information, so that they are best able to make informed decisions regarding their energy consumption.

Unitil has complied with the Department's competitive bidding requirements by broadly disseminating its RFP electronically to each member of the NEPOOL Markets Committee as well as distributing its RFP to a list of parties who have expressed interest in Unitil's solicitations. Unitil evaluated and ranked the final bids received, and named the winning bidder as described in the Bid Evaluation Report.

¹ As required by the Department's Order on Default Services in D.T.E. 02-40-B, issued on April 24, 2003, please see the Bid Evaluation Report for a further discussion of Unitil's RPS compliance strategy.

Mark D. Marini, Secretary
DPU 10-BSF-A3
July 16, 2010
Page 3

Unitil will continue to notify its customers of the changes in the default service rates in compliance with the Order in D.T.E. 99-60-C using notices developed in conjunction with the default service education working group and the Department's Consumer Division.

Please contact me should you have any questions concerning this matter.

Sincerely,

/s/ Gary Epler

Gary Epler
Attorney for Unitil

Enclosures

cc: Laurie Ellen Weisman, Hearing Officer (Electronic copy only)
Barry Perlmutter, Director, Electric Power Division (Confidential copy)
Sean Hanley, Assistant Director, Rates Division (Electronic copy only)
Jesse Reyes, Asst. Attorney General (Confidential copy)
Pat Kelly, Office of Attorney General (Confidential copy)
Robert Sydney, General Counsel, Department of Energy Resources
(Confidential copy)
Robert Rio, Associated Industries of Massachusetts
David McKeehan, President, No. Central Mass. Chamber of
Commerce

**THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES**

Petition of Fitchburg Gas and Electric Light Company d/b/a)	
Unitil for Review and Approval by the Department of)	
Public Utilities of Default Service Charges and Tariff Filing)	D.P.U. 10-BSF-A3
M.D.P.U. No. 189 for September 1, 2010)	
)	
)	

**MOTION OF FITCHBURG GAS AND ELECTRIC LIGHT COMPANY FOR
PROTECTIVE TREATMENT**

I. INTRODUCTION

Fitchburg Gas and Electric Light Company d/b/a/ Unitil (“Unitil”) hereby requests that the Department of Public Utilities (“Department”) grant it protection from public disclosure, in accordance with G.L. c. 25, §5, for certain confidential, sensitive and proprietary information submitted in this proceeding. On July 16, 2010, Unitil submitted the results of its solicitation for Default Service supply and supporting documentation for service effective September 1, 2010. Tab B to that filing contains competitively sensitive cost and procurement information. In addition, Attachment 1, page 2 of the tariff filing contains similar confidential information. As instructed, one copy of the confidential material (Tab B and Attachment 1, page 2) has been provided directly to the Director of the Electric Power Division, and confidential copies have been provided each to the Attorney General and the Department of Energy Resources (“DOER”) under the terms of pre-existing Non-Disclosure Agreements.

For the following reasons, Unitil requests that the confidential results of its Default Service RFP contained in Tab B and Attachment 1, page 2 of the tariff be protected from public disclosure for a period of one year.

II. LEGAL STANDARD

The Department may protect from public disclosure confidential business information in accordance with G.L. c. § 5D, which states in part that:

[T]he [D]epartment may protect from public disclosure, trade secrets, confidential, competitively sensitive or other proprietary information provided in the course of proceedings conducted pursuant to this chapter. There shall be a presumption that the information for which such protection is sought is public information and the burden shall be upon the proponent of such protection to prove the need for such protection. Where such a need has been found to exist, the [D]epartment shall protect only so much of the information as is necessary to meet such need.

In interpreting the statute, the Department has held that:

[T]he burden on the company is to establish the need for protection of the information cited by the company. In determining the existence and extent of such need, the Department must consider the presumption in favor of disclosure and specific reasons why disclosure of the disputed information benefits the public interest.

Berkshire Gas Co., D.P.U. 93-187/188/189/190, p. 16 (1994).

The Department has previously granted protective treatment for sensitive market information, including price terms:

The Department will continue to accord protective status when the proponent carries its burden of proof by indicating the manner in which the price term is competitively sensitive.

Standard of Review for Electric Contracts, D.P.U. 96-39, at 2, Letter order (August 30, 1996). See also Colonial Gas Co., D.P.U. 96-18 at 4 (1996) (granting protective treatment for pricing information including all “reservation fees or charges, demand charges, commodity charges and other pricing information”).

The Department has also recognized that competitively sensitive terms in a competitive market should be protected and that such protection is desirable as a matter of public policy:

The Department recognizes that the replacement gas purchases . . . [which] are being made in a substantially competitive market should allow LDC's to obtain lower gas prices for the benefit of their ratepayers. Clearly the Department should ensure that its review process does not undermine the LDC's efforts to negotiate low cost flexible supply contracts for their systems. The Department also recognizes that policy of affording contract confidentiality may add value to contracts and provide benefits to ultimate consumers of gas, the LDC's ratepayers, and therefore may be desirable for policy reasons.

Berkshire Gas Co., D.P.U. 93-187/188/189/190, p. 20 (1994).

III. CONFIDENTIAL AND COMPETITIVELY SENSITIVE INFORMATION SHOULD BE PROTECTED FROM PUBLIC DISCLOSURE

Unitil seeks Department protection from public disclosure for the data in Tab B attached to Unitil's Default Service supply solicitation filing, in particular, the identity of the suppliers and the pricing data, and the economic analysis of the bids received (both price and non-price terms). The final Default Service contracts contain Unitil's assurances that Unitil would treat all bid and contract information (particular with regard to name and price) confidential. Throughout the bidding process, the suppliers also relied on Unitil's commitment to maintain the confidentiality of the details of their individual bids.

Moreover, although Unitil recognizes that over time, the identity of the suppliers and the pricing information may be disclosed, the harm to the participants in Unitil's RFP would be mitigated by maintaining the confidentiality of the data for as long as possible. Disclosure of the confidential supplier information would also be detrimental to the broader competitive market. The public disclosure of the pricing of Unitil's default service, if a delta from a competitive market were known, could jeopardize Unitil's competitive position and may inhibit the ability of Unitil to minimize the price paid for Default Service by its customers in the future.

Confidential treatment of the identity of the contracting party and the detailed pricing information is appropriate to protect the Company's credibility among suppliers. As the pool of prospective suppliers is small, it could be further reduced if the market perceives greater risk from participating in future Unitil RFPs due to confidentiality concerns. Therefore, the obligation to keep the information confidential is critical to preserve the robust nature of the ongoing auction process, and to ensure continued participation by the maximum number of interested suppliers. It will optimize Unitil's ability to receive the best possible contract terms for default for its customers.

WHEREFORE, for the reasons stated above, Unitil requests that the Department grant its motion to protect from public disclosure for a period of one year the confidential, competitively sensitive and proprietary information regarding default service supply.

Respectfully submitted,

**FITCHBURG GAS AND ELECTRIC
LIGHT COMPANY d/b/a UNITIL
By its Attorney:**

/s/ Gary Epler

Gary Epler
Chief Regulatory Counsel
Unitil Service Company
6 Liberty Lane West
Hampton, NH 03842
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epler@unitil.com

Certificate

I certify that copies of this Motion for Protective Treatment have been served this 16th day of July, 2010, via hand-delivery or by overnight mail, upon each entity identified on the Department's service list for this proceeding.

/s/ Gary Epler

Gary Epler

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

INDEX

TARIFF FOR ELECTRIC SERVICE

INDEX:		M.D.T.E./ M.D.P.U.	No. <u>of Pages</u>
Territory Served at Published Rates		21	1
Terms and Conditions for Distribution Service		110	21
Terms and Conditions for Competitive Suppliers		183	17
<u>Electric Service:</u>	<u>Schedule:</u>		
Summary of Electric Service Rates	SR	189	3
Residential Delivery Service	RD-1	151	2
Low Income Residential Delivery Service	RD-2	169	3
General Delivery Service	GD	153	7
Outdoor Lighting Delivery Service	SD	154	6
Qualifying Facility Power Purchases	QF	57	10
Energy Efficiency Charge	EEC	186	3
Internal Transmission Service Cost Adjustment	ITSCA	158	1
External Transmission Charge	ETC	160	2
Transition Cost Adjustment	TCA	98	1
Renewable Resource Charge	RRC	37	1
Standard Offer Service	SOS	99	8
Default Service	DS	164	7
Default Service Adjustment	DSA	101	1
Pension/PBOP Adjustment Factor	PAF	112A	3
Residential Assistance Adjustment Clause	RAAC	172	2
Interruptible Load Credit	I-N	41	2
Interruptible Load Credit	I-FGE	42	1
Load Response Program	LR	85	1
Optional Enhanced Metering Service	EMS	71	3
Optional Interval Data Service	IDS	70	1
Interconnection	IC	181	88
Energy Pay and Save Pilot	EPS	175	4
Net Metering	NM	180	12
Cancellation Supplement	MDTE 29		1
Cancellation Supplement	MDTE 66		1
Cancellation Supplement	MDTE 80		1
Cancellation Supplement	MDPU 77		1
Cancellation Supplement	MDPU 80		1
Cancellation Supplement	MDPU 83		1
Cancellation Supplement	MDPU 87		1
Cancellation Supplement	MDTE 32		1
Cancellation Supplement	MDTE 122		1

Fitchburg Gas and Electric Light Company
 Summary of Electric Service Rates
 Schedule SR

Delivery Service	M.D.P.U. No.	Blocks	Customer Charge	Distribution	Pension/PBOP Adjustment Factor	Energy Efficiency Reconciliation Factor	Residential Assistance Adjustment Factor	Total Distribution	Transition Charge	Default Service Adjustment	Transition Charge Surcharge	Total Transition Charge	Internal Transmission	Internal Transmission Service Cost Adjustment	External Transmission	Total Transmission	Renewable Resource	Energy Efficiency	Total Delivery
Residential RD-1 Farm Credit	151	Customer Charge All kWh Customer Charge All kWh	\$5.29	\$0.04543	\$0.00269	\$0.00286	\$0.00289	\$5.29 \$0.05387	\$0.02420	(\$0.00069)	\$0.00400	\$0.02751	\$0.00192	\$0.00160	\$0.01381	\$0.01733	\$0.00050	\$0.00250	\$5.29 \$0.10171 (\$0.53) (\$0.01017) \$6/10
<i>Last Change</i>			<i>3/1/08</i>	<i>3/1/08</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/07</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>3/1/98</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/03</i>	<i>1/1/02</i>	<i>6/1/10</i>
Low-Income Residential RD-2 Farm Credit	152	Customer Charge All kWh Customer Charge All kWh	\$2.38	\$0.00154	\$0.00269	\$0.00018	\$0.00289	\$2.38 \$0.00730	\$0.02093	(\$0.00069)	\$0.00400	\$0.02424	\$0.00192	\$0.00160	\$0.01381	\$0.01733	\$0.00050	\$0.00250	\$2.38 \$0.05187 (\$0.24) (\$0.00519) \$6/10
<i>Last Change</i>			<i>3/1/08</i>	<i>11/1/08</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/07</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>3/1/98</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/03</i>	<i>1/1/02</i>	<i>6/1/10</i>
Small General GD-1 Farm Credit	153	Customer Charge All kWh Customer Charge All kWh	\$8.23	\$0.04807	\$0.00269	\$0.00280	\$0.00289	\$8.23 \$0.05645	\$0.02420	(\$0.00069)	\$0.00400	\$0.02751	\$0.00189	\$0.00160	\$0.01381	\$0.01730	\$0.00050	\$0.00250	\$8.23 \$0.10426 (\$0.82) (\$0.01043) \$6/10
<i>Last Change</i>			<i>3/1/08</i>	<i>3/1/08</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/07</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>3/1/98</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/03</i>	<i>1/1/02</i>	<i>6/1/10</i>
Regular General GD-2 Farm Credit	153	Customer Charge All kW All kWh Customer Charge All kW All kWh	\$8.23	\$6.46 \$0.01552	\$0.00269	\$0.00280	\$0.00289	8.23 \$6.46 \$0.02390	\$2.74 \$0.01414	(\$0.00069)	\$0.00400	\$2.74 \$0.01745	\$0.29 \$0.00068	\$0.00160	\$0.01381	\$0.01609	\$0.00050	\$0.00250	\$8.23 \$9.49 \$0.06044 (\$0.82) (\$0.95) (\$0.00604) \$6/10
<i>Last Change</i>			<i>3/1/08</i>	<i>3/1/08</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/07</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>3/1/98</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/03</i>	<i>1/1/02</i>	<i>6/1/10</i>
Large General GD-3 Farm Credit	153	Customer Charge On Peak kVA On Peak kWh Off Peak kWh Customer Charge On Peak kVA On Peak kWh Off Peak kWh	\$500.00	\$3.43 \$0.01058 \$0.00237	\$0.00269	\$0.00280	\$0.00289	\$500.00 \$3.43 \$0.01896 \$0.01075	\$4.05 \$0.01490 \$0.01490	(\$0.00069) (\$0.00069)	\$0.00400	\$4.05 \$0.01821 \$0.01821	\$0.21 \$0.00089 \$0.00020	\$0.00160	\$0.01381 \$0.01381	\$0.01630 \$0.01561	\$0.00050	\$0.00250	\$500.00 \$7.69 \$0.05647 \$0.04757 (\$50.00) (\$0.77) (\$0.00565) (\$0.00476) \$6/10
<i>Last Change</i>			<i>3/1/08</i>	<i>3/1/08</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/07</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>3/1/98</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/03</i>	<i>1/1/02</i>	<i>6/1/10</i>
Optional Time-of-Use GD-4 (1) Farm Credit	153	Customer Charge On Peak kW On Peak kWh Off Peak kWh Customer Charge On Peak kW On Peak kWh Off Peak kWh	\$8.23	\$2.60 \$0.00697 \$0.00154	\$0.00269	\$0.00280	\$0.00289	\$8.23 \$2.60 \$0.01535 \$0.00992	\$9.41 \$0.01457 \$0.01457	(\$0.00069) (\$0.00069)	\$0.00400	\$9.41 \$0.01788 \$0.01788	\$0.35 \$0.00102 \$0.00022	\$0.00160	\$0.01381 \$0.01381	\$0.01643 \$0.01563	\$0.00050	\$0.00250	\$8.23 \$12.36 \$0.05266 \$0.04643 (\$0.82) (\$1.24) (\$0.00527) (\$0.00464) \$6/10
<i>Last Change</i>			<i>3/1/08</i>	<i>3/1/08</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/07</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>3/1/98</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/03</i>	<i>1/1/02</i>	<i>6/1/10</i>
Water Heating and/or Space Heating GD-5 (1) Farm Credit	153	Customer Charge All kWh Customer Charge All kWh	\$0.00	\$0.04057	\$0.00269	\$0.00280	\$0.00289	\$0.04895	\$0.02420	(\$0.00069)	\$0.00400	\$0.02751	\$0.00182	\$0.00160	\$0.01381	\$0.01723	\$0.00050	\$0.00250	\$0.00 \$0.09669 \$0.00 (\$0.00967) \$6/10
<i>Last Change</i>			<i>3/1/08</i>	<i>3/1/08</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/07</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>3/1/98</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/03</i>	<i>1/1/02</i>	<i>6/1/10</i>
ALL GENERAL		Transformer Ownership Credit of \$0.12 may apply to all kW for schedules GD-2 and GD-4. High Voltage Metering and No Transformation, 3% Discount at 4,160 Volts or Over may apply to all kW / kVA and kWh.																	
Outdoor Lighting SD Farm Credit	154	Customer Charge All kWh All kWh	Luminaire Charges - See Next Page					\$0.00895	\$0.02420	(\$0.00069)	\$0.00400	\$0.02751	\$0.00000	\$0.00160	\$0.01381	\$0.01541	\$0.00050	\$0.00250	\$0.05487 (\$0.00549) \$6/10
<i>Last Change</i>			<i>3/1/08</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/10</i>	<i>6/1/10</i>	<i>1/1/07</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>3/1/98</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/10</i>	<i>1/1/03</i>	<i>1/1/02</i>	<i>6/1/10</i>	

(1) Service is available under this rate only for existing customers at existing locations that received service under this rate prior to the effective date of this tariff page.

Fitchburg Gas and Electric Light Company
Summary of Electric Service Rates
Schedule SR

Outdoor Lighting Delivery Service - Luminaire Charges
M.D.P.U. No. 154

Lamp Size Lumens	Type of Luminaire	Distribution Charge		Transmission Charge		Total Price per Luminaire		Total Farm Credit
		Per Month	Per Year	Per Month	Per Year	Per Month	Per Year	Per Month
Mercury Vapor*:								
3,500	Residential and Commercial Type	\$7.73	\$92.76	\$0.23	\$2.76	\$7.96	\$95.52	(\$0.80)
7,000	Residential and Commercial Type	\$8.58	\$102.96	\$0.27	\$3.24	\$8.85	\$106.20	(\$0.89)
3,500	Street and Highway Type	\$7.73	\$92.76	\$0.23	\$2.76	\$7.96	\$95.52	(\$0.80)
7,000	Street and Highway Type	\$8.58	\$102.96	\$0.27	\$3.24	\$8.85	\$106.20	(\$0.89)
20,000	Street and Highway Type	\$15.57	\$186.84	\$0.52	\$6.24	\$16.09	\$193.08	(\$1.61)
60,000	Street and Highway Type	\$29.74	\$356.88	\$1.02	\$12.24	\$30.76	\$369.12	(\$3.08)
20,000	Flood Light Type	\$17.20	\$206.40	\$0.56	\$6.72	\$17.76	\$213.12	(\$1.78)
3,500	Power Bracket Included	\$8.10	\$97.20	\$0.24	\$2.88	\$8.34	\$100.08	(\$0.83)
7,000	Power Bracket Included	\$9.12	\$109.44	\$0.29	\$3.48	\$9.41	\$112.92	(\$0.94)
High Pressure Sodium:								
3,300	Residential and Commercial Type	\$6.70	\$80.40	\$0.20	\$2.40	\$6.90	\$82.80	(\$0.69)
9,500	Residential and Commercial Type	\$7.98	\$95.76	\$0.24	\$2.88	\$8.22	\$98.64	(\$0.82)
3,300	Street and Highway Type	\$6.70	\$80.40	\$0.20	\$2.40	\$6.90	\$82.80	(\$0.69)
9,500	Street and Highway Type	\$7.98	\$95.76	\$0.24	\$2.88	\$8.22	\$98.64	(\$0.82)
20,000	Street and Highway Type	\$11.88	\$142.56	\$0.39	\$4.68	\$12.27	\$147.24	(\$1.23)
50,000	Street and Highway Type	\$16.89	\$202.68	\$0.56	\$6.72	\$17.45	\$209.40	(\$1.75)
140,000	Street and Highway Type	\$34.64	\$415.68	\$1.18	\$14.16	\$35.82	\$429.84	(\$3.58)
50,000	Flood Light Type	\$19.60	\$235.20	\$0.64	\$7.68	\$20.24	\$242.88	(\$2.02)
Ornamental Lighting:								
3,300	Street and Highway Type	\$5.38	\$64.56	\$0.16	\$1.92	\$5.54	\$66.48	(\$0.55)
<i>Last Change - All Luminaires</i>		<i>3/1/08</i>		<i>3/1/98</i>		<i>3/1/08</i>		<i>3/1/08</i>

* Mercury Vapor Lighting is not available for new lighting installations, effective January 1, 1991.

Issued by: Mark H. Collin
 Treasurer

Issued: July 16, 2010
 Effective: September 1, 2010

Fitchburg Gas and Electric Light Company
 Summary of Electric Service Rates
 Schedule SR

Default Service - \$/kWh M.D.P.U. No 164		June 2010 (1)	Jul 2010 (1)	Aug 2010 (1)	Sep 2010 (1)	Oct 2010 (1)	Nov 2010 (1)	<i>Last change</i>
Residential - RD-1, RD-2	Fixed	\$0.08150	\$0.08150	\$0.08150	\$0.08150	\$0.08150	\$0.08150	<i>6/1/10</i>
	Variable	\$0.08027	\$0.08147	\$0.08219	\$0.08053	\$0.08156	\$0.08288	<i>6/1/10</i>
Farm Credit	Fixed	(\$0.00815)	(\$0.00815)	(\$0.00815)	(\$0.00815)	(\$0.00815)	(\$0.00815)	<i>6/1/10</i>
	Variable	(\$0.00803)	(\$0.00815)	(\$0.00822)	(\$0.00805)	(\$0.00816)	(\$0.00829)	<i>6/1/10</i>
Small General - GD-1	Fixed	\$0.08164	\$0.08164	\$0.08164	\$0.08164	\$0.08164	\$0.08164	<i>6/1/10</i>
	Variable	\$0.08041	\$0.08161	\$0.08233	\$0.08068	\$0.08170	\$0.08302	<i>6/1/10</i>
Farm Credit	Fixed	(\$0.00816)	(\$0.00816)	(\$0.00816)	(\$0.00816)	(\$0.00816)	(\$0.00816)	<i>6/1/10</i>
	Variable	(\$0.00804)	(\$0.00816)	(\$0.00823)	(\$0.00807)	(\$0.00817)	(\$0.00830)	<i>6/1/10</i>
Medium General and Outdoor Lighting - GD-2, GD-4, GD-5, SD	Fixed	\$0.08626	\$0.08626	\$0.08626	\$0.08626	\$0.08626	\$0.08626	<i>6/1/10</i>
	Variable	\$0.08380	\$0.08785	\$0.08893	\$0.08379	\$0.08466	\$0.08806	<i>6/1/10</i>
Farm Credit	Fixed	(\$0.00863)	(\$0.00863)	(\$0.00863)	(\$0.00863)	(\$0.00863)	(\$0.00863)	<i>6/1/10</i>
	Variable	(\$0.00838)	(\$0.00879)	(\$0.00889)	(\$0.00838)	(\$0.00847)	(\$0.00881)	<i>6/1/10</i>
Large General - GD-3	Fixed	N/A	N/A	N/A	N/A	N/A	N/A	<i>9/1/10</i>
	Variable	MARKET	MARKET	MARKET	MARKET	MARKET	MARKET	<i>9/1/10</i>
Farm Credit	Fixed	N/A	N/A	N/A	N/A	N/A	N/A	<i>9/1/10</i>
	Variable	MARKET	MARKET	MARKET	MARKET	MARKET	MARKET	<i>9/1/10</i>

(1) Pursuant to Default Service Schedule DS (M.D.P.U. 164), effective March 1, 2008.

Rates include Default Service Costs Adder of \$0.00487/kWh effective December 1, 2009.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

INDEX

TARIFF FOR ELECTRIC SERVICE

INDEX:	M.D.T.E./ M.D.P.U.	No. <u>of Pages</u>
Territory Served at Published Rates	21	1
Terms and Conditions for Distribution Service	110	21
Terms and Conditions for Competitive Suppliers	183	17

<u>Electric Service:</u>	<u>Schedule:</u>		
Summary of Electric Service Rates	SR	187 189	3
Residential Delivery Service	RD-1	151	2
Low Income Residential Delivery Service	RD-2	169	3
General Delivery Service	GD	153	7
Outdoor Lighting Delivery Service	SD	154	6
Qualifying Facility Power Purchases	QF	57	10
Energy Efficiency Charge	EEC	186	3
Internal Transmission Service Cost Adjustment	ITSCA	158	1
External Transmission Charge	ETC	160	2
Transition Cost Adjustment	TCA	98	1
Renewable Resource Charge	RRC	37	1
Standard Offer Service	SOS	99	8
Default Service	DS	164	7
Default Service Adjustment	DSA	101	1
Pension/PBOP Adjustment Factor	PAF	112A	3
Residential Assistance Adjustment Clause	RAAC	172	2
Interruptible Load Credit	I-N	41	2
Interruptible Load Credit	I-FGE	42	1
Load Response Program	LR	85	1
Optional Enhanced Metering Service	EMS	71	3
Optional Interval Data Service	IDS	70	1
Interconnection	IC	181	88
Energy Pay and Save Pilot	EPS	175	4
Net Metering	NM	180	12
Cancellation Supplement	MDTE 29		1
Cancellation Supplement	MDTE 66		1
Cancellation Supplement	MDTE 80		1
Cancellation Supplement	MDPU 77		1
Cancellation Supplement	MDPU 80		1
Cancellation Supplement	MDPU 83		1
Cancellation Supplement	MDPU 87		1
Cancellation Supplement	MDTE 32		1
Cancellation Supplement	MDTE 122		1

Fitchburg Gas and Electric Light Company
 Summary of Electric Service Rates
 Schedule SR

Delivery Service	M.D.P.U. No.	Blocks	Customer Charge	Distribution	Pension/PBOP Adjustment Factor	Energy Efficiency Reconciliation Factor	Residential Assistance Adjustment Factor	Total Distribution	Transition Charge	Default Service Adjustment	Transition Charge Surcharge	Total Transition Charge	Internal Transmission	Internal Transmission Service Cost Adjustment	External Transmission	Total Transmission	Renewable Resource	Energy Efficiency	Total Delivery
Residential RD-1 Farm Credit	151	Customer Charge All kWh Customer Charge All kWh	\$5.29	\$0.04543	\$0.00269	\$0.00286	\$0.00289	\$5.29	\$0.02420	(\$0.00069)	\$0.00400	\$0.02751	\$0.00192	\$0.00160	\$0.01381	\$0.01733	\$0.00050	\$0.00250	\$5.29 \$0.10171 (\$0.53) (\$0.01017) 6/1/10
<i>Last Change</i>			3/1/08	3/1/08	1/1/10	6/1/10	1/1/10	6/1/10	1/1/07	1/1/10	1/1/10	1/1/10	3/1/98	1/1/10	1/1/10	1/1/10	1/1/03	1/1/02	6/1/10
Low-Income Residential RD-2 Farm Credit	152	Customer Charge All kWh Customer Charge All kWh	\$2.38	\$0.00154	\$0.00269	\$0.00018	\$0.00289	\$2.38	\$0.02093	(\$0.00069)	\$0.00400	\$0.02424	\$0.00192	\$0.00160	\$0.01381	\$0.01733	\$0.00050	\$0.00250	\$2.38 \$0.05187 (\$0.24) (\$0.00519) 6/1/10
<i>Last Change</i>			3/1/08	11/1/08	1/1/10	6/1/10	1/1/10	6/1/10	1/1/07	1/1/10	1/1/10	1/1/10	3/1/98	1/1/10	1/1/10	1/1/10	1/1/03	1/1/02	6/1/10
Small General GD-1 Farm Credit	153	Customer Charge All kWh Customer Charge All kWh	\$8.23	\$0.04807	\$0.00269	\$0.00280	\$0.00289	\$8.23	\$0.02420	(\$0.00069)	\$0.00400	\$0.02751	\$0.00189	\$0.00160	\$0.01381	\$0.01730	\$0.00050	\$0.00250	\$8.23 \$0.10426 (\$0.82) (\$0.01043) 6/1/10
<i>Last Change</i>			3/1/08	3/1/08	1/1/10	6/1/10	1/1/10	6/1/10	1/1/07	1/1/10	1/1/10	1/1/10	3/1/98	1/1/10	1/1/10	1/1/10	1/1/03	1/1/02	6/1/10
Regular General GD-2 Farm Credit	153	Customer Charge All kW All kWh Customer Charge All kW All kWh	\$8.23	\$6.46 \$0.01552	\$0.00269	\$0.00280	\$0.00289	8.23 \$6.46 \$0.02390	\$2.74 \$0.01414	(\$0.00069)	\$0.00400	\$2.74 \$0.01745	\$0.29 \$0.00068	\$0.00160	\$0.01381	\$0.29 \$0.01609	\$0.00050	\$0.00250	\$8.23 \$9.49 \$0.06044 (\$0.82) (\$0.95) (\$0.00604) 6/1/10
<i>Last Change</i>			3/1/08	3/1/08	1/1/10	6/1/10	1/1/10	6/1/10	1/1/07	1/1/10	1/1/10	1/1/10	3/1/98	1/1/10	1/1/10	1/1/10	1/1/03	1/1/02	6/1/10
Large General GD-3 Farm Credit	153	Customer Charge On Peak kVA On Peak kWh Off Peak kWh Customer Charge On Peak kVA On Peak kWh Off Peak kWh	\$500.00	\$3.43 \$0.01058 \$0.00237	\$0.00269	\$0.00280	\$0.00289	\$500.00 \$3.43 \$0.01896 \$0.01075	\$4.05 \$0.01490 \$0.01490	(\$0.00069)	\$0.00400	\$4.05 \$0.01821 \$0.01821	\$0.21 \$0.00089 \$0.00020	\$0.00160	\$0.01381	\$0.21 \$0.01630 \$0.01561	\$0.00050	\$0.00250	\$500.00 \$7.69 \$0.05647 \$0.04757 (\$50.00) (\$0.77) (\$0.00565) (\$0.00476) 6/1/10
<i>Last Change</i>			3/1/08	3/1/08	1/1/10	6/1/10	1/1/10	6/1/10	1/1/07	1/1/10	1/1/10	1/1/10	3/1/98	1/1/10	1/1/10	1/1/10	1/1/03	1/1/02	6/1/10
Optional Time-of-Use GD-4 (1) Farm Credit	153	Customer Charge On Peak kW On Peak kWh Off Peak kWh Customer Charge On Peak kW On Peak kWh Off Peak kWh	\$8.23	\$2.60 \$0.00697 \$0.00154	\$0.00269	\$0.00280	\$0.00289	\$8.23 \$2.60 \$0.01535 \$0.00992	\$9.41 \$0.01457 \$0.01457	(\$0.00069)	\$0.00400	\$9.41 \$0.01788 \$0.01788	\$0.35 \$0.00102 \$0.00022	\$0.00160	\$0.01381	\$0.35 \$0.01643 \$0.01563	\$0.00050	\$0.00250	\$8.23 \$12.36 \$0.05266 \$0.04643 (\$0.82) (\$1.24) (\$0.00527) (\$0.00464) 6/1/10
<i>Last Change</i>			3/1/08	3/1/08	1/1/10	6/1/10	1/1/10	6/1/10	1/1/07	1/1/10	1/1/10	1/1/10	3/1/98	1/1/10	1/1/10	1/1/10	1/1/03	1/1/02	6/1/10
Water Heating and/or Space Heating GD-5 (1) Farm Credit	153	Customer Charge All kWh Customer Charge All kWh	\$0.00	\$0.04057	\$0.00269	\$0.00280	\$0.00289	\$0.04895	\$0.02420	(\$0.00069)	\$0.00400	\$0.02751	\$0.00182	\$0.00160	\$0.01381	\$0.01723	\$0.00050	\$0.00250	\$0.00 \$0.09669 \$0.00 (\$0.00967) 6/1/10
<i>Last Change</i>			3/1/08	3/1/08	1/1/10	6/1/10	1/1/10	6/1/10	1/1/07	1/1/10	1/1/10	1/1/10	3/1/98	1/1/10	1/1/10	1/1/10	1/1/03	1/1/02	6/1/10
ALL GENERAL		Transformer Ownership Credit of \$0.12 may apply to all kW for schedules GD-2 and GD-4. High Voltage Metering and No Transformation, 3% Discount at 4,160 Volts or Over may apply to all kW / kVA and kWh.																	
Outdoor Lighting SD Farm Credit	154	Customer Charge All kWh All kWh	Luminaire Charges - See Next Page					\$0.00895	\$0.02420	(\$0.00069)	\$0.00400	\$0.02751	\$0.00000	\$0.00160	\$0.01381	\$0.01541	\$0.00050	\$0.00250	\$0.05487 (\$0.00549) 6/1/10
<i>Last Change</i>			3/1/08	1/1/10	6/1/10	1/1/10	6/1/10	1/1/07	1/1/10	1/1/10	1/1/10	1/1/10	3/1/98	1/1/10	1/1/10	1/1/10	1/1/03	1/1/02	6/1/10

(1) Service is available under this rate only for existing customers at existing locations that received service under this rate prior to the effective date of this tariff page.

Fitchburg Gas and Electric Light Company
Summary of Electric Service Rates
Schedule SR

Outdoor Lighting Delivery Service - Luminaire Charges
M.D.P.U. No. 154

Lamp Size Lumens	Type of Luminaire	Distribution Charge		Transmission Charge		Total Price per Luminaire		Total Farm Credit
		Per Month	Per Year	Per Month	Per Year	Per Month	Per Year	Per Month
Mercury Vapor*:								
3,500	Residential and Commercial Type	\$7.73	\$92.76	\$0.23	\$2.76	\$7.96	\$95.52	(\$0.80)
7,000	Residential and Commercial Type	\$8.58	\$102.96	\$0.27	\$3.24	\$8.85	\$106.20	(\$0.89)
3,500	Street and Highway Type	\$7.73	\$92.76	\$0.23	\$2.76	\$7.96	\$95.52	(\$0.80)
7,000	Street and Highway Type	\$8.58	\$102.96	\$0.27	\$3.24	\$8.85	\$106.20	(\$0.89)
20,000	Street and Highway Type	\$15.57	\$186.84	\$0.52	\$6.24	\$16.09	\$193.08	(\$1.61)
60,000	Street and Highway Type	\$29.74	\$356.88	\$1.02	\$12.24	\$30.76	\$369.12	(\$3.08)
20,000	Flood Light Type	\$17.20	\$206.40	\$0.56	\$6.72	\$17.76	\$213.12	(\$1.78)
3,500	Power Bracket Included	\$8.10	\$97.20	\$0.24	\$2.88	\$8.34	\$100.08	(\$0.83)
7,000	Power Bracket Included	\$9.12	\$109.44	\$0.29	\$3.48	\$9.41	\$112.92	(\$0.94)
High Pressure Sodium:								
3,300	Residential and Commercial Type	\$6.70	\$80.40	\$0.20	\$2.40	\$6.90	\$82.80	(\$0.69)
9,500	Residential and Commercial Type	\$7.98	\$95.76	\$0.24	\$2.88	\$8.22	\$98.64	(\$0.82)
3,300	Street and Highway Type	\$6.70	\$80.40	\$0.20	\$2.40	\$6.90	\$82.80	(\$0.69)
9,500	Street and Highway Type	\$7.98	\$95.76	\$0.24	\$2.88	\$8.22	\$98.64	(\$0.82)
20,000	Street and Highway Type	\$11.88	\$142.56	\$0.39	\$4.68	\$12.27	\$147.24	(\$1.23)
50,000	Street and Highway Type	\$16.89	\$202.68	\$0.56	\$6.72	\$17.45	\$209.40	(\$1.75)
140,000	Street and Highway Type	\$34.64	\$415.68	\$1.18	\$14.16	\$35.82	\$429.84	(\$3.58)
50,000	Flood Light Type	\$19.60	\$235.20	\$0.64	\$7.68	\$20.24	\$242.88	(\$2.02)
Ornamental Lighting:								
3,300	Street and Highway Type	\$5.38	\$64.56	\$0.16	\$1.92	\$5.54	\$66.48	(\$0.55)
<i>Last Change - All Luminaires</i>		<i>3/1/08</i>		<i>3/1/98</i>		<i>3/1/08</i>		<i>3/1/08</i>

* Mercury Vapor Lighting is not available for new lighting installations, effective January 1, 1991.

Issued by: Mark H. Collin
 Treasurer

Issued: ~~May 25, 2010~~ July 16, 2010
 Effective: ~~June 1, 2010~~ September 1, 2010

Fitchburg Gas and Electric Light Company
 Summary of Electric Service Rates
 Schedule SR

Default Service - \$/kWh M.D.P.U. No 164		June 2010 (1)	Jul 2010 (1)	Aug 2010 (1)	Sep 2010 (1)	Oct 2010 (1)	Nov 2010 (1)	Last change
Residential - RD-1, RD-2	Fixed	\$0.08150	\$0.08150	\$0.08150	\$0.08150	\$0.08150	\$0.08150	6/1/10
	Variable	\$0.08027	\$0.08147	\$0.08219	\$0.08053	\$0.08156	\$0.08288	6/1/10
Farm Credit	Fixed	(\$0.00815)	(\$0.00815)	(\$0.00815)	(\$0.00815)	(\$0.00815)	(\$0.00815)	6/1/10
	Variable	(\$0.00803)	(\$0.00815)	(\$0.00822)	(\$0.00805)	(\$0.00816)	(\$0.00829)	6/1/10
Small General - GD-1	Fixed	\$0.08164	\$0.08164	\$0.08164	\$0.08164	\$0.08164	\$0.08164	6/1/10
	Variable	\$0.08041	\$0.08161	\$0.08233	\$0.08068	\$0.08170	\$0.08302	6/1/10
Farm Credit	Fixed	(\$0.00816)	(\$0.00816)	(\$0.00816)	(\$0.00816)	(\$0.00816)	(\$0.00816)	6/1/10
	Variable	(\$0.00804)	(\$0.00816)	(\$0.00823)	(\$0.00807)	(\$0.00817)	(\$0.00830)	6/1/10
Medium General and Outdoor Lighting - GD-2, GD-4, GD-5, SD	Fixed	\$0.08626	\$0.08626	\$0.08626	\$0.08626	\$0.08626	\$0.08626	6/1/10
	Variable	\$0.08380	\$0.08785	\$0.08893	\$0.08379	\$0.08466	\$0.08806	6/1/10
Farm Credit	Fixed	(\$0.00863)	(\$0.00863)	(\$0.00863)	(\$0.00863)	(\$0.00863)	(\$0.00863)	6/1/10
	Variable	(\$0.00838)	(\$0.00879)	(\$0.00889)	(\$0.00838)	(\$0.00847)	(\$0.00881)	6/1/10
Large General - GD-3	Fixed	N/A	N/A	N/A	N/A	N/A	N/A	6/9/2010
	Variable	MARKET	MARKET	MARKET	MARKET	MARKET	MARKET	6/9/2010
Farm Credit	Fixed	N/A	N/A	N/A	N/A	N/A	N/A	6/9/2010
	Variable	MARKET	MARKET	MARKET	MARKET	MARKET	MARKET	6/9/2010

(1) Pursuant to Default Service Schedule DS (M.D.P.U. 164), effective March 1, 2008.
 Rates include Default Service Costs Adder of \$0.00487/kWh effective December 1, 2009.

Issued by: Mark H. Collin
 Treasurer

Issued: ~~May 25, 2010~~ July 16, 2010
 Effective: ~~June 1, 2010~~ September 1, 2010

Unitil Default Service Bid Evaluation Report

D.P.U. 10-BSF-A3

July 16, 2010

**D.P.U. 10-BSF-A3 - Fitchburg Gas and Electric Light Company d/b/a Unitil
("Unitil")**

Default Service Bid Evaluation Report

Large Customer Group

REDACTED VERSION

File Date: July 16, 2010

Fitchburg Gas and Electric Light Company d/b/a Unitil (“Unitil”)
Electric Default Service Bid Evaluation Report

Table of Contents

<i>Introduction</i>	<i>1</i>
<i>Solicitation Process</i>	<i>2</i>
<i>Selection of Winning Bidder</i>	<i>4</i>
<i>Compliance with Renewable Portfolio Standards (“RPS”)</i>	<i>4</i>
<i>Tab A. FG&E Default Service RFP</i>	
<i>Tab B. Comparison of Bids - CONFIDENTIAL</i>	

Fitchburg Gas and Electric Light Company d/b/a Unitil (“Unitil”) Electric Default Service Bid Evaluation Report (“Report”)

Introduction

On Thursday, June 17, 2010 Unitil announced that a Request for Proposals (“RFP”) for default service supplies for one hundred percent (100%) of its large customer group for the three month period of September 1, 2010 through November 30, 2010 was available.¹ With approval from the Department, Unitil sought both fixed monthly prices and variable monthly prices. Under the fixed monthly pricing option, suppliers were invited to bid a series of three fixed monthly prices for the large customer supply requirement, consistent with the standard practice. Under the variable monthly pricing option, suppliers were invited to bid a series of three fixed monthly adders to the real-time load-weighted average locational marginal price (“LMP”), which would be calculated using the aggregate load profile of those large customers who rely on default service. Unitil did not bias the solicitation in favor of either pricing option. Unitil purchased its Large Customer Group default service supplies under the variable price option.

The RFP sought bids that did not include Renewable Energy Certificates (“RECs”) for compliance with Renewable Portfolio Standards and Alternative Portfolio Standards (collectively “RPS”). Unitil will procure the RECs required for RPS compliance independent of its default service procurements. Unitil’s approach to compliance with the RPS obligations associated with its default service loads is described in the section

¹ The term “default service” is used for procurement purposes and is used throughout this Report. However, default service supply will be delivered to retail customers as “basic service” in accordance with D.T.E. 04-115-A.

labeled “Compliance with Renewable Portfolio Standards,” as required by D.T.E. 02-40-B.

This Report describes Unitil’s solicitation process and selection of the winning bidders. A copy of the RFP is attached as Tab A. Unitil’s comparison of bids, which is confidential and for which Unitil seeks protective treatment as described in the cover letter and motion for protective treatment accompanying this filing, is attached as Tab B.

Solicitation Process

Unitil accomplished market notification of the RFP by announcing the availability of the RFP electronically to all participants in NEPOOL, in particular, to the members of the NEPOOL Markets Committee on Thursday, June 17, 2010. In addition, Unitil announced the issuance of the RFP to a list of contacts from energy companies and interested parties who have previously expressed interest in receiving copies of Unitil’s solicitations. The list includes individuals representing 34 separate energy companies who were provided with the announcement; this count does not include other distribution companies, consultants (unless working of behalf of a named client who might participate), brokers or members of public agencies. The RFP documents were provided to interested parties using Unitil’s corporate website (www.unitil.com/rfp). A copy of the RFP and appendices is attached as Tab A.

The RFP described the particulars of Unitil’s default service, the related customer-switching rules, and the form of power service sought. To gain the greatest level of market interest in supplying the load, Unitil endeavored to provide potential bidders with appropriate and accessible information as well as flexibility with regard to contracting options. Along with the RFP, Unitil provided potential bidders with historic hourly loads and daily capacity tags associated with the default service loads served by Unitil as for the period January 1, 2009 through May 31, 2010 for each customer group and for all

competitively-served loads on an aggregate basis. Unitil also compiled into an Excel spreadsheet its historic DOER 110 reports from January 2005 through May 2010. The DOER 110 report details by customer rate class the number of customers and monthly retail billed kWh sales by rate class and supply type.

To communicate to bidders the relative concentration of the Large Customer Group, Unitil provided a listing of its large (GD-3) customers, labeled generically, showing each customer's annual peak and energy requirements, their current source of power supply (default service or competitive supply) and the date of their last supply type change. In addition, Unitil included each large customer's ICAP tag value. Unitil also provided information instructing potential bidders in accessing class average load shape (8760 hours) data on Unitil's website. Lastly, Unitil provided estimated monthly loads for the large customer group over the term of the period for which service was sought. Unitil used these estimated monthly loads ("evaluation loads") to evaluate and weight competing bids in terms of price.

To provide consistency and ease of participation for interested suppliers, Unitil provided a standard contract with the RFP which it has successfully negotiated in similar form with several suppliers. In addition, to provide contracting flexibility, Unitil provided a draft amendment to existing supply contracts. Throughout the solicitation, Unitil responded to bidder questions and actively participated in maintaining bidder interest in the solicitation through regular telephonic and electronic communications.

On Tuesday, July 6, 2010 Unitil received proposals from respondents that included detailed background information on the bidding entity, proposed contractual terms and indicative pricing. Unitil reviewed the proposals and worked with the bidders to establish and evaluate their creditworthiness, their extension of adequate credit to Unitil to facilitate the transaction, their capability of performing the terms of the RFP in a reliable manner and their willingness to enter into contract terms acceptable to Unitil. All bidders were invited to submit final bids.

On Tuesday, July 13, 2010 Unitil received final pricing from bidders who participated in the indicative round and conducted its evaluation. Unitil selected its winning bidder and price option.

Selection of Winning Bidder

Unitil based its selection of the winning bidder on both quantitative and qualitative criteria. When the indicative bids were received, Unitil compared the proposed pricing strips by calculating weighted average prices for the periods during which service was sought, using the evaluation loads that were issued to bidders as part of the bid sheet in the RFP. Unitil then coordinated with the bidders to obtain the best contractual and credit terms each bidder was willing to offer to Unitil and to establish confidence in each bidder's ability to perform. When final bids were received, Unitil compiled the weighted average pricing strips, again using the evaluation loads that were provided on the bid sheet. Unitil then evaluated the price and non-price aspects of the final bids received and awarded its default service load to the supplier who provided the most overall value to the customer group, in Unitil's estimation. The bid comparison, which is confidential, is attached as Tab B.

Compliance with Renewable Portfolio Standards

Consistent with its prior practices, Unitil did not request that interested suppliers include along with their bids the provision of Renewable Energy Certificates ("RECs") that would comply with the Massachusetts Renewable Energy Portfolio Standards and Alternative Portfolio Standards (collectively "RPS"). Unitil recognizes its obligation as the retail supplier of default service to its customers to provide RECs in compliance with 225 CMR 14.00, 225 CMR 15.00 and 225 CMR 16.00. Unitil also acknowledges that it

will also need to comply with the emergency regulations in 225 CMR 14.00 issued 1/8/2010 regarding Solar Carve-Out Minimum Standards. Unitil intends to purchase qualifying RECs directly from the market separately from its default service solicitations, largely under an RFP process. Unitil's approach provides it with flexibility to manage its RPS compliance effectively. Unitil intends to continue this practice so long as RECs are available in the market at prices equal to or lower than the respective Alternative Compliance Prices.

Unitil's approach with regard to establishing the cost of RPS compliance in its proposed retail rates for default service is to assume an estimated cost of compliance. These estimates are based on current market prices or Alternative Compliance Prices (ACP) as described below. Unitil's estimated cost of compliance includes Class I (a portion of which includes the Solar Carve-Out provision), Class II, Class II Waste and Alternative Energy Portfolio Standards (APS) RECs. Unitil's expected cost of RPS compliance is \$30.10 per unit for the 2010 vintage Class I RECs, which includes the pro-rata impact of Solar Carve-Out requirements², \$25.00 for Class II RECs, \$6.50 for Class II Waste RECs and \$18.00 for APS. These estimates are based on bid and offer prices obtained from renewable energy credit brokers.

In compliance with DTE 02-40-B, a discussion of Unitil's approach to meeting its RPS obligations follows. Unitil's discussion addresses its decision to separate procurement of Renewable Energy Credits ("RECs") from the procurement of Default Service power, reviews its RECs procurement process, and provides a summary of its current RECs position by comparing RECs under contract to its RPS obligation.

Separation of Default Service and REC Procurement

² The Class I estimate includes 4.932 percent of load requirements for Class I at \$25.00 and 0.068 percent of requirements for Solar Carve-Out at \$400.00, which was determined on the assumption that Unitil would acquire two-thirds of its Solar Carve-Out RECs at auction for \$300.00 and the remaining one-third at the alternative compliance price of \$600.00.

Unitil's practice of purchasing RECs required for RPS compliance separately from its purchases of default service power supply preserves future market opportunities, captures administrative efficiency, and improves the marketability of its default service solicitations.

As the RECs market continues to mature, opportunities may arise to purchase RECs either from facilities that are not currently registered as qualifying facilities or from entities who come to have excess RECs after meeting their own obligations. Unitil also expects that it may be able to receive more favorable RECs pricing if the periods for which RECs are sought are flexible. The ability to bank RECs in its New England Generation Information System ("NE-GIS") account allows Unitil to utilize the RECs it acquires efficiently, rather than requiring pricing based on a specific delivery periods. Unitil is also able to maximize the value of banking rights by purchasing current-year vintage RECs that may be applied to future year RPS compliance when there are cost savings to doing so. Unitil also considers that suppliers bidding in its solicitations to provide default service are not necessarily the parties who hold title to RECs. It is likely that some holders of RECs do not have the bulk power supply presence to compete for and win a default service solicitation. Meanwhile, nothing would prohibit a bulk power supplier from selling RECs they may have directly in the RECs market.

It is administratively more efficient for Unitil to purchase and deliver RECs to its NE-GIS account independent of its default service procurement schedule since it expects to have thirteen different default service contracts each calendar year. By purchasing RECs directly, Unitil can bundle the obligation of its small, medium and large customer groups and significantly reduce the number of RECs transactions to track, reducing the cost to administer RECs purchases in NE-GIS. Also, when REC purchases are tied to default service power supply, the supplier has until the final NE-GIS settlement for the compliance year, which does not occur until the following June. Therefore, in order to financially secure delivery, Unitil would consider holding back final default service payments to cover potential non-delivery of RECs.

Managing RPS compliance separately from default service procurement simplifies the service sought and improves the marketability of Unitil's default service RFPs.

Requiring potential default service suppliers to price RPS compliance and to ultimately provide qualifying RECs or to demonstrate alternative compliance adds a level of complexity to the default service RFP process that may discourage some bidders from participating. Unitil recognizes that it must compete with other market participants to lure suppliers' interest and that participation in Unitil's default service solicitations requires a substantial commitment of resources on the part of participating suppliers. To the extent that default service solicitations are less encumbered, suppliers will be more likely to dedicate their resources to participating.

REC Procurement Process and RPS Compliance Position:

Unitil has implemented a REC RFP process involving two separate solicitations, each seeking approximately 50 percent of annual REC requirements. When RPS compliance requirements cannot be met via these solicitations, and when competitive offers are received, relative to publicly available market data and RFP experience, Unitil will purchase outside of the RFP process.

Unitil projects its annual REC obligations based on actual year-to-date data and updated estimates for small, medium and large default service customer loads. Projected Default Service loads are multiplied by appropriate percentage requirements to determine the projected annual REC obligation for each type of REC. Please refer to Row 3 of the table below, labeled "Unitil 2010 MA Renewable Portfolio Standard Position" For Unitil's projected 2010 requirements. Unitil has not yet made purchases of RECs for 2010 compliance, and plans to issue its first RFP for RECs in October 2010.

Unitil Default Service Bid Evaluation Report
 D.P.U. 10-BSF-A3
 July 16, 2010
 Page 8 of 8

Unitil 2010 MA Renewable Portfolio Standard Position						
Row	Description	Class I	Class II	Class II W	APS	Comments
1	2008 Banked Certificates	0	0	0	0	From Unitil 2008 RPS Compliance Filing
2	2009 Banked Certificates	2,077	0	257	279	From Unitil 2009 RPS Compliance Filing
3	2010 Projected Requirement	13,432	3,426	3,331	1,427	4 Months Final Loads; 2 Months Initial Loads; 6 Months Evaluation Loads
4	2010 Maximum Banked Certificates	4,029	1,027	999	428	Row 3 * 30%
5	2010 Maximum Total Purchases	15,384	4,453	4,073	1,576	Row 3 + Row 4 - Row 2 - Row 1
6	2010 Minimum Total Purchases	11,355	3,426	3,074	1,148	Row 3 - Row 2 - Row 1
7	2010 Purchases To Date	0	0	0	0	Unitil 2010 RECS Transactions
8	2010 Maximum Remaining Purchases	15,384	4,453	4,073	1,576	Row 5 - Row 7
9	2010 Minimum Remaining Purchases	11,355	3,426	3,074	1,148	Row 6 - Row 7
10	2010 Projected Banked Certificates	0	0	0	0	Row 7 - Row 3 (Minimum of 0)

Tab A. FG&E Default Service RFP

Fitchburg Gas and Electric Light Company (“FG&E”)

Default Service
Request for Proposals

Service Periods:

Large Customer Group (100%):

September 1, 2010 – November 30, 2010

Issued: June 17, 2010

Fitchburg Gas and Electric Light Company (“FG&E”)

Default Service
Request for Proposals
Table of Contents

- I. Introduction 1
- II. Description of Default Service..... 3
 - Data Provided.....4
- III. General Provisions5
 - Terms and Conditions5
 - Proposal Process and Submission Dates.....6
 - Contact Person and Questions7
 - Right to Select Supplier7
 - Customer Billing and Customer Service.....7
- IV. Service Features8
 - Supply Obligation Period.....8
 - Delivery Point8
 - Form of Service.....8
 - Renewable Energy Portfolio Standards9
- V. Proposal Requirements.....9
 - Requested Information.....9
 - Proposed Pricing10
 - Bidder Requirements10
- VI. Evaluation Criteria 11
- Appendix A: Proposal Submission Form.....12
- Appendix B: Default Service Power Supply Agreement..... 13

**Request for Proposals
To Provide
Default Service
To Customers of
Fitchburg Gas and Electric Light Company**

I. Introduction

The Massachusetts Electric Industry Restructuring Act of 1997 (“Massachusetts Act”) provided for competition in the electric utility industry by extending competition in the wholesale power supply markets to retail customers through the provision of retail access to all customers. The Massachusetts Act provided access for all retail customers of Fitchburg Gas and Electric Light Company (“FG&E”) as of March 1, 1998. The Massachusetts Act requires each distribution company to provide default service to those customers who are not receiving generation service from a competitive supplier (“Default Service”). The term Default Service is used throughout this RFP to describe the wholesale supply service sought; the resulting supply provided to customers at retail is referred to as Basic Service in all customer communications¹.

The Massachusetts Act requires Default Service to be competitively procured. In addition, the Massachusetts Department of Public Utilities (“MDPU”) has conducted a number of proceedings on rules and procedures for the provision and pricing of Default Service. MDPU has ordered all electric companies in Massachusetts to procure Default Service through competitive solicitations by customer group and to procure such power at fixed monthly prices². MDPU has also required electric companies to procure separately for three customer groups. For purposes of Default Service procurement, FG&E has defined a “Small Customer Group,” a “Medium Customer Group” and a “Large Customer Group,” each comprised of various customer rate classes as defined below. For this RFP, FG&E will be procuring for the large customer group.

MDPU also implemented rules and procedures for the provision and pricing of Default Service in which it clarified procurement rules with regard to Standard Market Design (“SMD”) and established procurement schedules³. Since FG&E’s customers are located in a single SMD load zone, the SMD clarification does not impact this RFP. With regard to procurement schedules, MDPU ordered electric companies to procure power for their residential and small C&I customers on a staggered basis whereby fifty percent of Default Service supply is procured every six months for a twelve-month period. The MDPU also ordered electric companies to procure power for their medium and large C&I Default Service customers on a quarterly basis. FG&E purchases for its Small Customer Group

¹ See Docket D.T.E. 04-115-A.

² See Dockets D.T.E. 99-60-A and D.T.E. 99-60-B.

³ See Dockets D.T.E. 02-40-A, D.T.E. 02-40-B and D.T.E. 02-40-C.

and Medium Customer Group under the residential and small C&I customer schedule (50% for twelve months) and purchases for its Large Customer Group under the medium and large C&I schedule (100% quarterly).

FG&E procures Default Service power supply for its Large Customer Group under a structure that is unique in Massachusetts. On October 5, 2006, FG&E received approval from the MDPU to procure Large Customer Default Service supply as described below⁴. Under this procurement structure, FG&E seeks both fixed monthly prices, in accordance with the standard default service procurement process in Massachusetts, and variable monthly prices, as defined herein. Respondents may bid either fixed monthly prices, variable monthly prices or both. 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 bid during the RFP process. The fixed adders are intended to cover all non-energy costs, including capacity, ancillary services, and administration charges. FG&E will select the pricing option (either fixed or variable) and supplier which it believes will provide the most value to its large default service customers. Please see the Proposed Pricing portion of Section V for more information.

FG&E has issued this RFP to solicit competing power supply offers to provide firm, load-following power to serve one-hundred percent (100%) of its Large Customer Group requirements for the 3-month period of September 1, 2010 through November 30, 2010.

FG&E will obtain Renewable Energy Certificates (“RECs”) required for compliance with Renewable Portfolio Standard (“RPS”) regulations under a separate process. As such, there are no requirements to provide RECs associated with the service sought herein.

This RFP provides background information and historical data, details the service requirements and commercial terms, and elaborates on the procedures to be employed by FG&E to select the winning suppliers. All materials for this RFP are available online at: www.unitil.com/rfp under “Current Procurement” for FG&E. The RFP and its appendices, including the submission form and contract materials, are included as separate editable electronic files along with a number of data and Acrobat files. The contents of each file are described in this document. Please contact Kristen Cote at (603) 773-6429 with any questions regarding these materials.

⁴ The review of this proposal was docketed D.T.E. 06-074.

II. Description of Default Service

FG&E is soliciting load-following power supply offers to meet the needs of its ultimate customers who are taking service under its Default Service tariff. Default Service is provided to retail customers who are not taking service from a competitive supplier. Default Service can be initiated by: (a) a customer notifying FG&E that they wish to terminate service from their competitive supplier and commence Default Service; (b) a competitive supplier notifying FG&E that it is terminating service to a customer; (c) a competitive supplier ceasing to provide service to a customer without notifying FG&E; or (d) a customer moving into FG&E's service territory.

For the purpose of soliciting and administering default service power supply, FG&E has established customer groups comprised of the customer rate classes shown in the following table. Respondents may submit bids to provide service to any or all customer groups for which supply is sought in a given solicitation, however bids to supply each customer group will be evaluated and awarded separately. The loads associated with the three customer groups are modeled in the ISO New England market system as load asset 1737, 10693 and load asset 1095.

Customer Group	Load Asset #	Customer Rate Class
Small Customer Group	1737	RD-1, RD-2, GD-1
Medium Customer Group	10693	GD-2, GD-4, GD-5 and SD
Large Customer Group	1095	GD-3

The amount of Default Service to be supplied by the winning bidder will be determined in accordance with the retail load associated with those customers who from time to time rely on Default Service. FG&E 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. FG&E expressly reserves the right to encourage customers to choose their own supplier from the competitive marketplace instead of taking Default Service.

Monthly meter read dates for all customers in the Large Customer Group are coincident with the last hour of the calendar month; therefore all large customer initiations or terminations of Default Service will occur on a calendar month basis.

Data Provided

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

Historical Hourly Loads and Capacity Tags are provided for FG&E’s Large Customer Groups for the period January 1, 2009 through May 31, 2010 (please see file “Historic_Hourly_Loads_and_Capacity_Tags_2010-06.xls”).

Historic Retail Monthly Sales data from DOER 110 reports filed by FG&E from April 1999 through May 2010 have been compiled and provided in Excel format. The DOER 110 report details the number of customers and monthly retail kWh sales billed to customers receiving Default Service and competitive generation service each month by customer rate class. The data have been summarized by the current customer group definitions and charts have been added to show monthly sales by supply type for each customer group (please see file “DOER_110_Report_2010-06.xls”).

Class Average Load Shapes (8760 hours) are available on FG&E’s website at <http://services.unitil.com/mass/loadshapes.asp>

Distribution System Loss Factors are shown in the following table. The supplies that will be delivered and purchased under the contracts sought via this RFP will be wholesale supplies measured at the PTF level. The historical hourly loads provided are measured at the PTF level. The distribution loss factors enable one to calculate the retail usage at the customer meter associated with a given quantity of wholesale supply.

Rate Class	Distribution Loss Factor
RD-1, RD-2	7.52%
GD-1, GD-2, GD-4, GD-5	7.72%
GD-3	4.48%
SD	6.71%

Large Customer Switching is demonstrated by a listing of FG&E’s GD-3 customers which shows each customer’s current supply type (Default Service or competitive generation) and date of last switching activity. The listing also includes each customer’s annual energy and peak demand (kVA) for the 12 months ending December 2009, as well as their current capacity tag value (please see file “Large_Customer_Summary_2010-06.xls”).

Evaluation Loads that FG&E 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 on the bid forms. 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 (please see file “Bid_Form_2010-06.xls”).

III. General Provisions

Terms and Conditions

FG&E seeks competing power supply offers to provide firm, load-following power to supply the Default Service requirements of the customer groups listed in the table in the Supply Obligation Period portion of Section IV. Respondents may bid to serve any of the customer groups listed, but must offer prices for the entire periods sought. Pricing requirements are detailed in the Proposed Pricing portion of Section V. Bids to supply each customer group will be evaluated and awarded separately with a single winning bidder being chosen to supply the entire period sought for each customer group.

Power Supply Contract

Respondents who have previously executed a Power Supply Agreement (PSA) with FG&E for the provision of Default Service supply may amend their existing PSA with FG&E in order to implement the proposed transaction. For convenience, FG&E has provided a proposed PSA Amendment (please see file named “App_B1_PSA_Amendment_2010-06.xls”.) Respondents who have not previously executed a PSA, or who do not wish to amend a prior PSA, must execute the PSA in Appendix B (please see file named “App_B_Power_Agreement_2010-06.doc”). Respondents must submit contract comments on or prior to the due date of the indicative bids. FG&E will review and negotiate contract changes in good faith, but any contract changes must be mutually agreed prior to final bidding. Winning bidders will be required to execute the contract agreed upon with FG&E within two (2) business days of being notified they were selected as the winner.

The obligations of FG&E and the winning bidders are subject to and conditioned upon MDPU approval of the retail rates derived from the transaction sought in this solicitation. FG&E will use its best efforts to obtain MDPU’s approval.

Proposal Process and Submission Dates

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

Item	Date
RFP Issued	Thurs, 06/17/10
Proposal Forms & Indicative Pricing Due (including proposed contract changes)	Wed, 07/06/10, 5:00 PM EPT
Final Pricing Due	Tue, 07/13/10, 10:00 AM EPT
Winning Supplier Notified	Tue, 07/13/10, 1:00 PM EPT
Contracts Executed	Wed, 07/14/10
FG&E files for MDPU Approval of Rates	Fri, 07/16/10
Service Commences	Wed, 09/01/10

Respondents to this RFP for Default Service must submit a completed Proposal Submission Form, including any proposed contract modifications, along with indicative pricing and then final pricing according to the schedule shown above. All submissions should be marked "FG&E Default Service RFP" and sent via e-mail to Kristen Cote (cotek@unitil.com) and Energy_contracts@unitil.com.

Proposal Submission Form is attached as Appendix A (please see file named "App_A_Submission_Form_2010-06.doc"). Forms and proposed contract changes are due by **5:00 p.m. EPT on July 6, 2010**

Indicative Pricing is due with the Proposal Submission Form and should be submitted on the "Indicative Pricing" sheet of the Bid Form (please see file named "Bid_Form_2010-06.xls"). Pricing must meet the requirements described in the Proposed Pricing portion of Section V. Indicative pricing is due **5:00 p.m. EPT on July 6, 2010**.

Contract Comments, on either the full Power Supply Agreement (PSA) or on the Amendment, are also due along with the Proposal Submission Form. If respondents propose any changes to the PSA or the Amendment, they must provide an electronic copy that is marked to show proposed language in a reviewable format. FG&E 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, FG&E intends to conduct its evaluation and select winning bidders within a few hours. For these reasons, contractual issues must be resolved prior to final bidding.

Final Pricing should be submitted on the “Final Pricing” sheet of the Bid Form (please see file named “Bid_Form_2010-06.xls”). Final pricing is due by **10:00 a.m. EPT on July 13, 2010.**

Winner Notified. FG&E intends to confirm final pricing, evaluate competing bids, and select and notify the winning bidder by **1:00 p.m. EPT on July 13, 2010.**

FG&E, 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 the RFP or any appendix hereto or to withdraw the RFP.

Contact Person and Questions

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

Right to Select Supplier

FG&E 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 supply procured under this RFP will be a wholesale supply. As such, the winning supplier will have no retail customer contact in any form. All customers taking Default Service will be retail customers of FG&E. As the retail provider of such service, FG&E will provide billing and customer service to customers receiving Default Service. In addition, FG&E will assume responsibility for the ultimate collection of moneys owed by customers in accordance with rules and regulations approved by the MDPU.

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
Small Customer Group	0%		
Medium Customer Group	0%		
Large Customer Group	100%	September 1, 2010	November 30, 2010

Delivery Point

Suppliers will be responsible for all settlement obligations associated with the load assets. FG&E load assets are currently settled at the West Central Massachusetts Load Zone (4007). In the event that ISO New England implements nodal settlement of load obligations, suppliers will be responsible for all relevant charges at the node where the load assets are settled. The load physically exists and is metered at the Flag Pond substation.

Form of Service

The winning supplier shall provide firm, load-following power for delivery to ultimate customers taking service under FG&E’s Default Service tariff. The obligations and responsibilities associated with providing Default Service shall be transferred to the winning supplier via an Ownership Share for Load Asset, utilizing the ISO New England Load Asset Registration Process for the load assets associated with the customer groups. The percentage Ownership Share for each load asset shall be as listed on the table above under Supply Obligation Period. The quantity of service that suppliers will be responsible to deliver, and that FG&E will be responsible to purchase, will be wholesale supplies measured at the PTF level, as described in the Data Provided portion of Section II.

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. FG&E 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 FG&E, are detailed in Article 4 of the proposed Power Supply Agreement, attached as Appendix B.

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

Renewable Energy Portfolio Standards

The Massachusetts Act required the Division of Energy Resources (“DOER”) to establish a Renewable Energy Portfolio Standard (“RPS”) for all retail electricity suppliers selling electricity to end-use consumers in Massachusetts. Implementation of the RPS began on January 1, 2003 and requires FG&E to demonstrate compliance with RPS regulations. FG&E intends to acquire Renewable Energy Certificates (“RECs”) under a separate process and therefore the service sought via this RFP does not include the provision of RECs for RPS compliance.

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 “App_A_Submission_Form_2010-06.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 FG&E requests on its Proposal Submission Form that bidders indicate whether they will extend sufficient financial credit to FG&E to facilitate the transactions sought. FG&E has included with this RFP a copy of its most recent financials (see “FGE_Financials_2010-06.zip”). Respondents are asked to indicate the financial security requirements they propose along with any proposed contract modifications. Proposed contract language is requested in a reviewable and editable fashion, such as the revision marking features of Microsoft Word. Respondents are also asked to indicate whether they agree that the resulting contract is subject to MDPU approval of supporting retail rates as sought by FG&E.

FG&E 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.

Proposed Pricing

For the Large Customer Group, FG&E seeks both fixed monthly price and variable monthly price offers. Respondents may offer fixed monthly prices, variable monthly prices or both.

Respondents offering fixed monthly prices must specify the prices, in \$/MWh, at which they will provide Default Service to the Large Customer Group. 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 ISO New England for Load Asset 1095 (Large Customer Group). No maximum price is specified; however the resulting retail rates are subject to the review and acceptance of the MDPU.

Respondents offering variable monthly prices must specify the monthly fixed adders, in \$/MWh, at which, in addition to the load-weighted average real-time WCMA 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 WCMA LMP plus the monthly fixed adder as bid during the RFP process. FG&E 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 retail billing. The final contract price will be stated on a \$/MWh basis and apply to all MWh reported to ISO New England for Load Asset 1095 (Large Customer Group). No maximum price is specified; however the resulting retail rates are subject to the review and acceptance of the MDPU.

Bidder Requirements

In order to secure reliable, low cost Default Service for its customers, FG&E wishes to include all qualified power suppliers interested in this solicitation.

Bidders must have access to the ISO New England settlement process for the entire term of the sale, either as a Market Participant or via arrangements with a Market Participant to utilize their settlement process.

Respondents must establish complete contract language, including financial security arrangements, with FG&E 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, utilizing the Evaluation Loads listed in the Bid Forms.
- Financial and operational viability of the power supplier, including the provision of adequate financial security.
- Responsiveness to non-price requirements including the reasonable extension of financial credit to FG&E and agreement that the proposed transaction is subject to MDPU approval of retail rates as sought by FG&E to cover the cost of the transaction.
- In the case of the Large Customer Group, FG&E will select either the fixed monthly pricing or the variable monthly pricing option based on its determination of which option provides the best overall value.
- Bids to supply each customer group will be evaluated and awarded separately with a single winning bidder being chosen to supply the entire period sought for each customer group.

Appendix A: Proposal Submission Form

See file named “App_A_Submission_Form_2010-06.doc”

Appendix B: Default Service Power Supply Agreement

See file named “App_B_Power_Agreement_2010-06.doc”

See file named “App_B1_PSA_Amendment 2010-06.doc”

RESPONDENT: _____

FG&E Default Service RFP
Proposal Submission Form
Due Tuesday July 6, 2010

APPENDIX A: PROPOSAL SUBMISSION FORM

RESPONDENT: _____

FG&E Default Service RFP
Proposal Submission Form
Due Tuesday July 6, 2010

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)	

RESPONDENT: _____

Description of Respondent and all relevant affiliated entities and joint ventures	
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2. Financial Information

<i>Please provide the following for Respondent and for Parent or Guarantor (if any)</i>	Respondent	Parent or 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.		

RESPONDENT: _____

3. Defaults and Adverse Situations

<p>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.</p> <p>Explain the situation, its outcome and all other relevant facts associated with the event described.</p> <p>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.</p>	
<p>Describe any facts presently known to Respondent that might adversely affect its ability to provide the service(s) bid herein as provided for in the Request for Proposals.</p>	

4. ISO New England and Power Supply Experience

<p>Is Respondent an ISO New England Market Participant?</p>	
<p>Please list Respondent's ISO New England customer ID.</p>	
<p>If Respondent is NOT a Market Participant, list the name and customer ID of the Market Participant who will carry Respondent's obligations in its settlement account. Please provide a supporting statement and contact information from such Market Participant.</p>	

RESPONDENT: _____

<p>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 ISO New England market area.</p>	
<p>Has Respondent previously provided Default Service to FG&E?</p> <p>If "YES", no references are needed. If "NO", please provide references as requested below.</p> <p>-----</p> <p>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.</p>	<p style="text-align: center;">YES or NO</p> <p>-----</p> <p>1.</p> <p>2.</p> <p>3.</p>

5. Non Price Terms

<p>Does Respondent extend sufficient financial credit to FG&E to facilitate the transaction sought via this RFP?</p>	<p style="text-align: center;">YES or NO</p>
<p>Please indicate what, if any, financial security requirements Respondent has of FG&E in order to secure the extension of credit. Please attach any proposed contractual language.</p>	
<p>Does Respondent agree that the obligations of both parties are subject to and conditioned upon the Massachusetts DPU's approval of the retail rates derived from the transaction sought in this solicitation?</p>	<p style="text-align: center;">YES or NO</p>

RESPONDENT: _____

<p>Please list all regulatory approvals required before service can commence.</p>	
<p>Is Respondent willing to enter into contractual terms substantially as proposed in the Power Supply Agreement contained in Appendix B?</p>	<p>YES or NO</p>
<p>Please provide any proposed modifications to the Power Supply Agreement in Appendix B or to the PSA Amendment in Appendix B1.</p> <p>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.</p> <p>Please note that FG&E is willing to execute an Amendment to an existing PSA to cover the new transaction with Respondents who have previously executed a similar PSA with FG&E. Please see Appendix B1.</p>	

POWER SUPPLY AGREEMENT

This POWER SUPPLY AGREEMENT (“Agreement”) is dated as of July 14, 2010 and is by and between FITCHBURG GAS AND ELECTRIC LIGHT COMPANY (“FG&E” or “Buyer”), a Massachusetts 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 June 17, 2010 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 Default Service to the Buyer 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 Fitchburg Gas and Electric Light Company, its successors, assigns, employees, agents and authorized representatives.

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

Buyer’s Service Territory means the geographic area served by Fitchburg Gas and Electric Light Company.

Commencement Date means, with respect to a Service Requirement the period at HE 0100 EPT on the date set forth for the 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.

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. The calculation of the Contract Rate for the Large Customer Service Requirement is detailed in Section 5.1.

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.

Credit Rating means (i) 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 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 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 Group means the Small Customer Group, Medium Customer Group or Large Customer Group, as the case may be.

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 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 location where Requirements are settled under ISO Rules. Currently, the energy obligation is settled at the WCMA Load Zone. The Buyer's System is physically metered at Flag Pond, the interconnection between the Buyer and New England Power Company.

Delivery Term(s) means the applicable period(s) 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.

DTE means the Massachusetts Department of Telecommunications and Energy.

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 General Accepted Accounting Principals 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 any 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 the 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 the ISO New England Inc., its successors and/or assigns.

ISO-NE 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 ISO Operating Procedures.

KWh means Kilowatt-hour.

Large Customer Group shall mean Buyer’s retail customers assigned to the rate class GD-3 under the Buyer’s Retail Delivery Tariff.

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.

Medium Customer Group shall mean Buyer’s retail customers assigned to rate classes GD-2, GD-4, GD-5 and SD under its Retail Delivery Tariff.

Moody’s means Moody's Investors Service, 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 NEPOOL, 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 dated as 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.

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

Requirements shall be defined in Section 4.2(c).

Retail Delivery Tariff means FG&E's Tariff for Electric Service.

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 shall mean Buyer's retail customers assigned to rate classes RD-1, RD-2, and GD-1 under its Retail Delivery Tariff.

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

WCMA Load Zone means the West Central Massachusetts Load Zone as defined in the ISO Rules.

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(s) 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 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, including 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 have 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

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 with Massachusetts Disclosure Label requirements. Using the NE-GIS, the Seller is obligated to transfer the NE-GIS Certificates, associated with the Service Requirements into the Buyer’s NE-GIS Account. The Buyer is obligated to confirm any such transfers in the NE-GIS.

Nothing in this Section 3.7 shall be construed to require the Seller to provide new renewable NE-GIS certificates, which FG&E requires to comply with the Massachusetts Renewable Portfolio Standard.

Section 3.8 Regulatory Approvals

Notwithstanding Article 21(d), below, or anything else to the contrary herein, the Parties’ obligations under this Agreement are subject to Buyer obtaining approval from the Massachusetts Department of Public Utilities (“MDPU”) 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 MDPU approval by July 30, 2010, 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 Schedule 9 of the ISO New England Inc. Transmission, Markets and Services Tariff (“ISO Tariff”) and Network Integration Transmission Service under Schedule 21 - NEP under the 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.

(b) Seller shall be responsible for all present and future obligations, requirements, and costs associated with the Requirements. Seller shall not be responsible for the provision of NE-GIS Certificates necessary for FG&E’s compliance with the Massachusetts Renewable Portfolio Standards.

(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, at the Delivery Point.

(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 NEPOOL 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 NEPOOL 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 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 WCMA 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. Seller shall be responsible for submitting Demand Bids in the Day-Ahead Energy Market, associated with the Service Requirements.

(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.

(g) Provision of ancillary services, required of the Seller, includes, but is not limited to Regulation, Operating Reserves, Reliability Must-Run Operating Reserves, 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.

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 and Service Type, 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.

If Appendix B indicates that the prices listed for the Large Customer Group are Fixed Monthly Adders, then 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.

$$\text{Equation 1. Contract Rate} = \text{Average Weighted RT LMP} + \text{Fixed Monthly Adder}$$

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 1095, and the hourly real time locational marginal prices (“RT LMP”) for the settlement location of Load Asset 1095, which is currently the West Central Massachusetts (“WCMA”) load zone. The Average Weighted RT LMP equals the sum of the products of the RT LMP and the Delivered Energy (MWH) of Load Asset 1095 in each hour of the month of service, divided by the sum of Delivered Energy (MWH) of Load Asset 1095 for the month of service, as shown in Equation 2.

$$\text{Equation 2. Average Weighted RT LMP} = \text{Sum [hourly RT LMP * hourly Delivered Energy (MWH) of Load Asset 1095]} / \text{Sum [hourly Delivered Energy (MWH) of Load Asset 1095]}$$

If 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, 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 WCMA RT LMP or the Delivered Energy (MWH) of Load Asset 1095 are subsequently revised or restated.

Section 5.2 Billing and Payment

(a) On the tenth (10th) 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 tenth (10th) day after the Invoice Date, or 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 including 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 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

(a) 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. The Buyer will normally report to the ISO and to Seller Seller's estimated Delivered Energy by 1:00 P.M EPT of

the second following Business Day. 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. 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 NEPOOL Settlement Power System Model Implementation

The Default Service provided by Seller pursuant to this Agreement will be initially represented within the NEPOOL 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 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 wrongful act or failure to act in 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 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 Company 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 when made.
- (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 therefore 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 100% 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 100% 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 Security

(a) If (i) with respect to Seller, the Credit Rating of Seller 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.

(d) 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 Forward Contract.

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
Fitchburg Gas and Electric Light Company
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
Fitchburg Gas and Electric Light Company
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(ies); however such notice shall not be effective until it is received by the other Party(ies).

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 be bound by the terms hereof and provided further, that such other entity's creditworthiness is comparable to or higher than that of the assignor at the time this Agreement was executed and the assignor is not 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 Commonwealth of Massachusetts, 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 Boston, Massachusetts 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 Commonwealth of Massachusetts; (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 to its actual knowledge threatened against it.

(h) It is a Participant of NEPOOL and is in compliance with all ISO Rules, including the NEPOOL 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

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.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

BY:

Its _____

[COMPANY]

BY:

Its _____

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

Pursuant to Buyer's RFP Issued on June 17, 2010

Service Requirement	Load Asset ID	Load Responsibility	Schedule 1	Schedule 2
FGE DEFAULT SERVICE LARGE LOAD	1095	100%	September 1, 2010	November 30, 2010
FGE DEFAULT SERVICE MEDIUM LOAD	10693	0%		
FGE DEFAULT SERVICE SMALL LOAD	1737	0%		

APPENDIX B
 Monthly Contract Rate by Service Requirement
 Dollars per MWh

Pursuant to Buyer's RFP Issued on June 17, 2010

<i>[Provisional] The following are Fixed Monthly Adders. Please refer to Section 5.1 for calculation of Contract Rate</i>				
Service Requirement	Asset ID	Sept 2010	Oct 2010	Nov 2010
100% Large Customer Group (3 months)	1095			

Service Requirement						
50% Small Customer Group (12 months) Asset ID 1737						

Service Requirement						
50% Medium Customer Group (12 months) Asset ID 10693						

**AMENDMENT No. [X]
OF
POWER SALES AGREEMENT**

This Amendment No. [X] (“Amendment No. [X]”), dated and effective as of July 14, 2010 (the “Effective Date”), amends the Power Supply Agreement, dated [mm-dd-yyyy] (the “Agreement”) between Fitchburg Gas and Electric Light Company (“FG&E” or “Buyer”) and [seller] (“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 Massachusetts Department of Public Utilities (“MDPU”) 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 MDPU approval by July 30, 2010, 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.

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 June 17, 2010.
2. Appendix B is amended as attached hereto. The amendment adds pricing associated with the results of the RFP issued by Buyer on June 17, 2010.

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.

Fitchburg Gas and Electric Light Company.

BY:

Its_____

[Seller]

BY:

Its_____

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

[List active prior transactions]

Pursuant to Buyer's RFP Issued on June 17, 2010

Service Requirement	Load Asset ID	Load Responsibility	Schedule 1	Schedule 2
FGE DEFAULT SERVICE LARGE LOAD	1095	100%	September 1, 2010	November 30, 2010
FGE DEFAULT SERVICE MEDIUM LOAD	10693	0%		
FGE DEFAULT SERVICE SMALL LOAD	1737	0%		

APPENDIX B
 Monthly Contract Rate by Service Requirement
 Dollars per MWh

[List active prior transactions]

Pursuant to Buyer's RFP Issued on June 17, 2010

<i>[Provisional] The following are Fixed Monthly Adders. Please refer to Section 5.1 for calculation of Contract Rate</i>				
Service Requirement	Asset ID	Sept 2010	Oct 2010	Nov 2010
100% Large Customer Group (3 months)	1095			

Service Requirement						
50% Medium Customer Group (12 months) Asset ID 10693						

Service Requirement						
50% Small Customer Group (12 months) Asset ID 1737						

Tab B. Comparison of Bids - CONFIDENTIAL

CONFIDENTIAL