



October 26, 2009

**BY OVERNIGHT MAIL AND E-MAIL**

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

RE: Fitchburg Gas and Electric Light Company  
Terms and Conditions for Competitive Suppliers Compliance  
Tariff  
D.P.U. 09-46

Dear Secretary Marini:

Enclosed on behalf of Fitchburg Gas and Electric Light Company, d/b/a Unitil ("Unitil" or "Company"), please find the Company's Terms and Conditions for Competitive Suppliers tariff which is being filed in compliance with the Department of Public Utilities' ("Department") Order on Motions for Reconsideration and/or Clarification, dated October 20, 2009. An original and one copy are provided in both clean and redlined format.

In its Order Adopting Model Terms and Conditions, dated August 28, 2009, the Department directed each Company to "propose an appropriate fee based on its reasonable incremental costs for disseminating the supply offer information." Appendix A to the Company's Terms and Conditions for Competitive Suppliers provides the proposed fee schedule for Competitive Suppliers. Attachment 1 of the filing provides the supporting calculations for the proposed fee.

As shown on Appendix A, the total monthly administrative fee is \$7,355.00, which shall be divided equally among the number of participating competitive suppliers in any given month. This amount represents the staffing, management and training costs associated with administering the electric offer information program. The cost of disseminating competitive supplier information via the Company website will be subsumed within the Company's ongoing administrative

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and general expenses and therefore is not included in the administrative fee.

Competitive suppliers will also be charged for the cost of design, printing, and insertion of bill inserts. Estimated costs of bill inserts, shown on lines 31 through 42 of Attachment 1, are provided for informational purposes. The charge shall be based on the actual cost of bill inserts which will be allocated proportionately among participating competitive suppliers. Additional postage costs, if necessary, will be allocated proportionately among participating competitive suppliers, pro rated by the number of offers each competitive supplier has provided for inclusion in the bill insert.

If you should have any questions, please feel free to contact my office.

Sincerely,

/s/ Gary Epler

Gary Epler  
Attorney for Unitil

GE/jr

Enclosures

cc: Laurie Ellen Weisman, Hearing Officer (2 copies)  
Service List D.P.U. 09-46 (e-mail only)

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

1. Applicability

- A. The following Terms and Conditions shall apply to every registered Competitive Supplier authorized to do business within the Commonwealth of Massachusetts, and to every Customer and Distribution Company doing business with said Competitive Suppliers.
- B. These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in M.D.P.U. regulations and Massachusetts law. In case of conflict between these Terms and Conditions and any orders or regulations of the M.D.P.U., said orders or regulations shall govern.
- C. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the M.D.P.U., and available for public inspection during normal business hours at the business offices of the Company and at the offices of the M.D.P.U..

2. Definitions

"Basic Service" (previously referred to as "Default Service") shall mean the service provided by the Distribution Company to a Customer who is not receiving Generation Service from a Competitive Supplier, in accordance with the provisions set forth in the Company's Basic Service Tariff, on file with the M.D.P.U.

"Bill Insert Month" shall mean the three months in any calendar year that the Company will include the Competitive Supplier's offer information as a bill insert to its residential and small commercial customers.

"Company" shall mean Fitchburg Gas and Electric Light Company, a Distribution Company.

"Competitive Supplier" shall mean any entity licensed by the M.D.P.U. to sell electricity to retail Customers in Massachusetts, with the following exceptions: (1) a Distribution Company providing Basic Service to its Distribution Customers, and (2) a municipal light department that is acting as a Distribution Company.

"Customer" shall mean any persons, partnership, corporation, or any other entity, whether public or private, who obtains Distribution Service at a Customer Delivery Point and who is a Customer of record of the Company.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

"Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises.

"Distribution Company" shall mean a company engaging in the distribution of electricity or owning, operating, or controlling distribution facilities; provided, however, a Distribution Company shall not include any entity which owns or operates plant or equipment used to produce electricity, steam and chilled water, or any affiliate engaged solely in the provision of such electricity, steam and chilled water, where the electricity produced by such entity or its affiliate is primarily for the benefit of hospitals and non-profit educational institutions, and where such plant or equipment was in operation prior to January 1, 1986.

"Distribution Service" shall mean the delivery of electricity to Customers by the Distribution Company.

"EBT Working Group Report" or "Report" shall mean the most recently revised version of the report initially submitted by the Electronic Business Transaction Working Group on October 9, 1997. The Report shall be on file at the M.D.P.U.

"Electric Offer" shall mean an offer made by a Competitive Supplier to provide Generation Service to a residential or small commercial Customer in the Company's service territory.

"Enrollment period" shall mean, for a particular Customer, the period of time during which a Competitive Supplier may submit an enrollment transaction to a Distribution Company for initiation of Generation Service concurrent with the start of the Customer's next billing cycle.

"Generation Service" shall mean the sale of electricity, including ancillary services such as the provision of reserves, to a Customer by a Competitive Supplier.

"ISO-NE" shall mean the Independent System Operator of the New England bulk power system.

"M.D.P.U." shall mean the Massachusetts Department of Public Utilities.

"NEPOOL" shall mean the New England Power Pool and its successors.

"NEPOOL PTF" shall mean pool transmission facilities included in the NEPOOL Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission.

"Own-Load-Calculation" shall mean the settlement method utilized by NEPOOL for its members, as set forth in the NEPOOL Agreement, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.

"Terms and Conditions" shall mean these Terms and Conditions for Competitive Suppliers.

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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

3. Obligations of Parties

A. Customer:

A Customer shall select one Competitive Supplier for each account at any given time, or authorize an agent to make the selection for the Customer, for the purposes of the Distribution Company (1) reporting the Customer's hourly electric consumption to the ISO-NE, and (2) providing billing services. The Customer must provide the selected Competitive Supplier with the information necessary to allow the Competitive Supplier to initiate Generation Service, in accordance with Section 5A, below. A Customer may choose only a Competitive Supplier that is licensed by the M.D.P.U.

The Company shall reasonably accommodate a change from Basic Service or Generation Service to a new Competitive Supplier in accordance with the Terms and Conditions for Competitive Suppliers, and shall accommodate a change to Basic Service from Generation Service; provided, however, that when a Customer changes from a Competitive Supplier to Basic Service, unless the Customer or the Customer's applicable Competitive Supplier can demonstrate to the Company's reasonable satisfaction that the Customer has been placed on Basic Service upon the expiration of a contract with such Competitive Supplier, the Customer is not permitted to return to the same Competitive Supplier for a period of six (6) months from the effective date of the change. Customers are permitted to switch from Basic Service to a different Competitive Supplier who has not supplied the Customer with Generation Service in the same six (6) month period.

Nothing in these Terms and Conditions shall prohibit a Customer from entering into arrangements with multiple suppliers, provided that a single Competitive Supplier is designated for the purposes described above.

B. Distribution Company:

The Company shall:

- (1) Arrange for or provide (i) regional network transmission service over NEPOOL PTF and (ii) local network transmission services from NEPOOL PTF to the Company's Distribution System for each Customer, unless the Customer or its Competitive Supplier otherwise arranges for such service;
- (2) Deliver power over distribution facilities to each Customer Delivery Point;

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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

- (3) Provide customer service and support for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section 8B.3 below;
- (4) Respond to service interruptions or power quality problems;
- (5) Handle connections and terminations;
- (6) Read meters;
- (7) Submit bills to Customers for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section 8B below;
- (8) Address billing inquiries for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section 8B.3 below;
- (9) Answer general questions about Distribution Service;
- (10) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE, in accordance with Section 9 below;
- (11) Process the electronic business transactions submitted by Competitive Suppliers, and send the necessary electronic business transactions to Competitive Suppliers, in accordance with Section 5, below, and the rules and procedures set forth in the EBT Working Group Report;
- (12) Provide information regarding, at a minimum, rate tariffs, billing cycles, and load profiles, on its Internet web site or by alternate electronic means;
- (13) Provide Basic Service to Customers in accordance with the Company's tariff; and
- (14) Provide residential and small commercial Customers in the Company's service territory with information regarding their electricity supply options pursuant to the provisions of Section 11 of the Terms and Conditions including then-available offers from Competitive Suppliers in the Company's service territory.

C. Competitive Supplier:

- (1) Each Competitive Supplier must meet the registration and licensing requirements established by law or regulation and either (i) be a member of NEPOOL subject to an Own-Load Calculation or (ii) have an agreement in place with a NEPOOL member whereby the NEPOOL member agrees to

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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

include the load to be served by the Competitive Supplier in such NEPOOL member's Own-Load Calculation.

- (2) A Competitive Supplier shall be responsible for providing all-requirements service to meet each of its Customer's needs and to deliver the associated capacity and energy to a point or points on NEPOOL PTF.
- (3) A Competitive Supplier providing Generation Services to Customers will be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) NEPOOL PTF, as determined by the ISO-NE; and (iii) facilities linking generation to NEPOOL PTF. A Competitive Supplier shall also be responsible for all transmission wheeling charges necessary to reach NEPOOL PTF.
- (4) A Competitive Supplier shall be required to complete testing of the transactions included in the EBT Working Group Report prior to the initiation of Generation Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the Report.
- (5) Each Competitive Supplier shall be required to enter into a service contract with the Distribution Company that resolves issues associated with, among other things, information exchange, problem resolution, and revenue liability. This contract must be entered prior to the initiation of Generation Service to any Customer in the Company's service territory.
- (6) A Competitive Supplier shall be responsible for obtaining the necessary authorization from each Customer prior to initiating Generation Service to the Customer. Such authorization shall be in accordance with St. 1997, c. 164, § 193 (G.L. c. 164, § 1F(8)(a) and 220 C.M.R. § 11.05.
- (7) A Competitive Supplier not be affiliated with the Company shall be responsible for obtaining the necessary authorization from each Customer prior to requesting the Company to release the Company's historic usage information specific to that Customer to such Competitive Supplier. Such authorization shall consist of (i) letter of authorization; (ii) third-party verification; or (iii) a customer-initiated call to an independent third-party, consistent with 220 C.M.R. § 11.05. A Competitive Supplier affiliated with the Company must obtain a Customer's written authorization prior to requesting the release of the Company's historic usage information specific to that Customer consistent with St. 1997, c. 164, § 193 (G.L. c. 164, § 1C(v)) and 220 C.M.R. § 12.00 et seq.

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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

- (8) A Competitive Supplier wishing to have offer information provided to customers by the Company shall abide by the provisions of Section 11 of the Terms and Conditions.

4. Customer Usage Information to be Made Available to Competitive Suppliers

The Company shall be required to provide twelve months' of a Customer's historic usage data to a Competitive Supplier, provided that the Competitive Supplier has received the appropriate authorization, in accordance with the provisions established in Section 3C.7, above. This information shall be provided in electronic form.

The Company shall print twelve months' of historic data on customer's bills, in addition to the usage data for the current billing period.

The Company shall be required to provide customers who, since January 1, 1995, have been billed in part on a demand basis, with twelve months of usage data, upon the customer's written request. These data shall be provided pursuant to the requirements set forth in St. 1997, c. 164, § 193 (G.L. c. 164 § 1F (9)).

5. Initiation and Termination of Generation Service

A. Initiation of Generation Service

To initiate Generation Service to a Customer, the Competitive Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EBT Working Group Report. The Competitive Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Distribution Company shall send the Competitive Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report. Generation Service shall commence on the date of the Customer's next scheduled meter read, provided that the Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two (2) business days prior to the meter read dates. If the Supplier has not submitted the enrollment transaction at least two days before the meter read date, Generation Service shall commence on the date of the Customer's subsequent scheduled meter read.

If more than one Competitive Supplier submits an enrollment transaction for a given Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.



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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

B. Termination of Generation Service

To terminate Generation Service with a Customer, a Competitive Supplier shall submit a "supplier drops customer" transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report. Generation Service shall be terminated on the date of the customer's next scheduled meter read, provided that the Competitive Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date.

If the Competitive Supplier has not submitted this transaction at least two days before the meter read date, Generation Service shall be terminated on the date of the Customer's subsequent meter read. The Distribution Company shall send a "confirm drop date" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

To terminate Generation Service with a Competitive Supplier, a Customer shall so inform the Distribution Company or Competitive Supplier. In the event that the Customer informs the Company directly, Generation Service shall be terminated within two business days for residential customers; for other customers, Generation Service shall be terminated on the date of the Customer's next scheduled meter read. The Distribution Company shall send a "customer drops supplier" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report. In the event that the Customer informs the Competitive Supplier, the Supplier shall send a "supplier drops customer" transaction to the Company in accordance with the rules and procedures set forth in the EBT Working Group Report.

In those instances when a Customer who is receiving Generation Service from an existing Competitive Supplier initiates such service with a new Competitive Supplier, the Distribution Company shall send the existing Competitive Supplier a "Customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report.

C. Customer Moves

A Customer that moves within a Distribution Company's service territory shall have the opportunity to notify the Distribution Company that he/she seeks to continue Generation Service with his/her existing Competitive Supplier. Upon such notification, the Distribution Company shall send a "Customer move" transaction to the Competitive Suppliers, in accordance with the rules and procedures set forth in the EBT Working Group Report.

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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

In those instances when a Customer moves into a Distribution Company's service territory, the Customer's existing Competitive Supplier must submit an "enroll Customer" transaction to the new Distribution Company in order to initiate Generation Service. Otherwise, the Customer shall receive Basic Service, in accordance with the Company's respective tariffs.

D. Other Provisions

Distribution Companies and Suppliers shall send "change enrollment detail" transactions to change any information included on the "enroll Customer" transactions, in accordance with the rules and procedures set forth in the EBT Working Group Report.

If any of the transactions described above are rejected by the Distribution Company, the Distribution Company shall send an "error" transaction to the Competitive Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EBT Working Group Report.

E. Fees

The Company may charge fees to Competitive Suppliers for processing the transactions described above, as approved by the M.D.P.U. These fees are included in Appendix A.

6. Distribution Service Interruption

A. Planned Outages

In the event that the loading of the Distribution System, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practices.

B. Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility practice. When appropriate, service restoration shall be accomplished in accordance with the Company System Storm Emergency Plan on file with the M.D.P.U.

C. Disconnection of Service

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in the Terms and Conditions for Distribution Service. The Company shall provide electronic notification, using the Customer Usage and Billing Information transaction, to the Customer's Competitive Supplier of record, upon final billing to the Customer. Once disconnection occurs, the provision of

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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

Generation Service to the Customer is no longer the obligation of the Competitive Supplier. The Company shall not be liable for any revenue losses to the Competitive Supplier as a result of any such disconnection.

7. Metering

A. Meter Reading

The Company shall meter each Customer in accordance with tariff provisions. Upon request by a Competitive Supplier, the Company shall schedule meter reads on a monthly cycle.

Each Customer shall be metered or estimated such that the loads can be reported to the ISO-NE for inclusion in the Competitive Supplier's, or the Competitive Supplier's wholesale provider's, Own-Load Calculation.

B. Ownership of Metering Equipment

Should a Customer or Competitive Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation.

8. Billing Services

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive Basic Service.

The Company shall offer two billing service options to Customers receiving Generation Service from Competitive Suppliers: (1) Standard Complete Billing Service; and (2) Standard Passthrough Billing Service. The Competitive Supplier shall inform the Distribution Company of the selected billing option, in accordance with the rules and procedures set forth in the EBT Working Group Report.

A. Standard Passthrough Billing Service

The Company shall issue a bill for Distribution Service to each Customer. The Competitive Supplier shall be responsible for separately billing Customers for the cost

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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

of Generation Service provided by the Competitive Supplier and for the collection of amounts due to the Competitive Supplier from the Customer.

The Company shall send a "customer usage information" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

**B. Standard Complete Billing Service**

(1) **Billing Procedure**

The Company shall issue a single bill for electric service to each Customer.

The Company shall use the rates supplied by the Competitive Supplier to calculate the Competitive Supplier's portion of a Customer's bill, and integrate this billing with its own billing in a single mailing to the Customer.

The Company shall send a "customer usage and billing information" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report. Customer revenue due the Competitive Supplier shall be transferred to the Competitive Supplier in accordance with the service contract entered into by the Competitive Supplier and the Company.

Effective January 1, 2003, the following payment allocation between the Company and Competitive Suppliers shall apply if a Customer pays the Company less than the full amount billed. The payment should first be allocated to Distribution Service prior balance and Generation Service prior balance in proportion to the percentage of the combined prior balances represented by each charge. Any remaining payment should be allocated to the Distribution Service and Generation Service current charges in proportion to the percentage of the combined current charges represented by each charge.

(2) **Changes to Rate Classes**

If a Competitive Supplier requests different customer classes or rate structures than are offered by the Company, the Company shall accommodate changes to the billing system, if reasonably possible, at the Competitive Supplier's expense. The costs of making the designated changes shall be quoted by the

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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

Company to the Competitive Supplier and payment must be received by the Company prior to the start of programming.

(3) Optional Customer Services

Upon request by a Competitive Supplier, the Company may offer optional customer services to those Competitive Suppliers who receive Standard Complete Billing Service. Pricing for these optional services shall be customized to the Competitive Supplier's needs, and shall be dependent on the specific customer service required by the Competitive Supplier, the volume of Customer calls, requested coverage hours, and/or the specific number of customer service representatives requested.

(4) Summary Billing

The Company may offer a Summary Billing option for Competitive Suppliers who have qualified Customers with multiple electric service accounts. Designed to consolidate multiple individual billings on a single bill format, this optional service allows Customers to pay multiple accounts with one check.

(5) Existing Fees

Existing Company service fees, such as interest charges for unpaid balances and bad checks charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions for Distribution Service, applicable to all Customers.

C. Definition of Standard Units of Service

(1) Billing Demand

Units of billing demand shall be as defined in the Company's applicable tariff on file with the M.D.P.U..

(2) On-Peak / Off-Peak Period Definitions

The on-peak and off-peak periods shall be as defined in the Company's applicable tariff on file with the M.D.P.U.

Competitive Suppliers may define on-peak and off-peak periods differently from those above; however, they will be required to make special metering arrangements with the Company to reflect different on-peak and off-peak definitions. Any costs incurred to provide the special metering arrangements shall be assigned to the Competitive Supplier.

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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

D. Fees

The Company may charge fees to Competitive Suppliers for providing the services described in this section of the Terms and Conditions, as approved by the M.D.P.U. These fees are included in Appendix A.

9. Determination of Hourly Loads

- A. For each Competitive Supplier, hourly loads for each day shall be estimated or telemetered, and reported daily to the ISO-NE for inclusion in the Competitive Supplier's Own-Load Calculation. Hourly load estimates for non-telemetered customers will be based upon load profiles developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly load for the Company.
- B. The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the Competitive Supplier's Own-Load Calculation.
- C. To refine the estimates of the Competitive Suppliers' loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.
- D. The hourly loads shall be determined consistent with the following steps:
  - (1) The Company shall identify or develop a load profile for each customer class or each Customer for use in each days' daily determination of hourly load.
  - (2) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
  - (3) The Company shall develop estimates of hourly load profiles for the previous days for each Competitive Supplier such that the sum of the Competitive Suppliers' loads equals the hourly metered loads collected each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into Competitive Supplier loads.
  - (4) Transmission losses from local network facilities shall be approximated and added to the Competitive Supplier's hourly loads.
- E. The process of Competitive Supplier load estimation involves statistical samples and estimating error. The Distribution Company shall not be responsible for any estimating errors and shall not be liable to the Competitive Suppliers for any costs that are associated with such estimating errors.

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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

10. Liability and Indemnification

The liability of the Competitive Supplier to the Customer shall be as set forth in the specific Customer/Competitive Supplier Contract.

Except as provided in Section 9E of the Terms and Conditions, the Company and the Competitive Supplier shall indemnify and hold the other and their respective affiliated, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under these Terms and Conditions. The Company and the Competitive Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these Terms and Conditions.

11. Electric Offer Information.

This section outlines information that shall be made available by the Company to inform residential and small commercial Customers in the Company's service territory of available electricity supply options. The Program shall consist of the Company's communication of Electric Offers and other information through the Company's website, mailings, and inserts in the Company's bills, each as described herein and in a manner approved by the M.D.P.U.

A. Competitive Supplier Obligations

- (1) A Competitive Supplier may choose to have the Company provide customers with information on its current Electric Offers. If it so chooses, the Competitive Supplier shall comply with the provisions of this section. Nothing in this section shall prevent a Competitive Supplier from making offers to customers outside of the provisions of this section.
- (2) A Competitive Supplier shall notify the Company in writing of its intent to have Electric Offer information distributed and shall include in such notification the telephone number and email address of the Competitive Supplier's customer service center and the Competitive Supplier's website address.
- (3) For dissemination of the Competitive Supplier's offer information on the Company's website a Competitive Supplier shall notify the Company in writing electronically by the fifth day before the end of each month of the Competitive Supplier's Electric Offers that shall be effective on the first day of the following

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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

month. Such notification shall be required even if there is no change in the Competitive Supplier's Electric Offers from the prior month.

- (a) For dissemination of the Competitive Supplier's offer information by bill insert, a Competitive Supplier shall notify the Company in writing electronically by the first day of the month preceding the Bill Insert Month.
- (4) A Competitive Supplier shall report its Electric Offers the Company pursuant to a format to be determined by the M.D.P.U.
- (5) A Competitive Supplier shall respond to Customers' inquiries regarding the provision of Generation Service that the Customers receive through the Competitive Supplier's Electric Offers.
- (6) A Competitive Supplier may withdraw from the Program at any time, but may not return to the Program until the first day of the next month following the date of the withdrawal; provided, however, that the Competitive Supplier must comply with the advance notification set forth in paragraph 3 above in order to participate in the Program during any given month.

**B. Company Obligations**

- (1) The Company shall offer to residential and small commercial Customers the option to learn about their electricity supply options when they contact the Company to: (a) initiate new utility service; (b) reinstate service following a changer of residence or business location; (c) make an inquiry regarding their rates; or (d) seek information regarding energy efficiency.
- (2) The Company shall direct Customers expressing an interest in learning about their electricity options (hereinafter "Interested Customers") to the Company's webpage containing the Company's Basic Service rate/rates, information on the Electric Offers available from Competitive Suppliers, and contact information for each Competitive Supplier, including the telephone number and e-mail address of the Competitive Supplier's customer service center and a live link to the Competitive Supplier's website address.
- (3) The Company shall mail to those Interested Customers who do not have web access a printed version of the information contained on the Competitive Supplier webpage described above, by U.S. Mail, postage prepaid.
- (4) The Company may suspend the communications described above during periods of high call volume resulting from storm restoration or other emergency situations but must resume such communications when call volume subsides.



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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

- (5) The Company shall maintain on its homepage a clear and obvious link to the webpage containing the Competitive Supplier information.
- (6) Three times per calendar year, the Company shall include in residential and small commercial Customer bills a printed version of the most current information contained on the Competitive Supplier webpage described above. By November 1st of every year, the Company shall provide the Competitive Suppliers with a list of the Bill Insert Months for the following calendar year.
- (7) Two times per calendar year, if space is available and during those months when there is no bill insert, the Company shall include on residential and small commercial Customer bills a brief statement that competitive supply offers are available, and provide the telephone number and website address for the webpage containing the Competitive Supplier information.

C. Fees

The Company may charge a fee to participating Competitive Suppliers for the reasonable incremental costs incurred by the Company in administering the distribution of Electric Offer Information, as approved by the M.D.P.U. This fee is set forth in Appendix A.

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**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

APPENDIX A

SCHEDULE OF FEES, CHARGES AND CLASS DISTRIBUTION LOSSES  
TO COMPETITIVE SUPPLIERS

<u>Section</u>	<u>Description of Charge</u>	<u>Charge</u>
	Electric Offer Information Program	
11.C	Administrative Fee	\$7,355/month
	This fee will be allocated equally to each supplier who participates in the program in a particular month.	
11.C	Bill Insert Charge	Actual Costs
	The Company will assess a Bill Insert Charge for the design, printing and insertion of a bill insert in its bills issued during a billing, on behalf of one or more than one Supplier. The Bill Insert Charge will be based upon the actual costs incurred by the Company to prepare bill inserts pursuant to Section 11.B.6 of the T&C's for Competitive Suppliers. The Bill Insert Charge will be charged to and collected from a Supplier requesting this service prior to the Company providing this service. In the case in which more than one Supplier is requesting this service, the Bill Insert Charge will be allocated equally to each of the Suppliers requesting the service and will be charged to and collected from the group of Suppliers prior to the Company providing the service.	
11.C	Additional Postage Charge	Actual Costs
	In the event that the bill inserts supplied to customers pursuant to Section 11.B.6 cause the Company to incur additional postage to deliver customers' monthly bills in any month that the bill inserts are included in bills, the Company will charge the Supplier requesting this service the Additional Postage Charge for each bill delivered. In the case in which more than one Supplier is requesting this service, the Additional Postage Charge will be allocated proportionally to each of the Suppliers requesting the service, pro rating the costs by the number of offers each supplier has provided for inclusion in the bill insert, and will be charged to and collected from the group of Suppliers prior to the Company providing the service.	

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

<u>Section</u>	<u>Class Description</u>	<u>Distribution Loss Factor</u>
3.C(3)	Residential RD-1, RD-2, RD-4	7.52%
3.C(3)	General GD-1, GD-2, GD-4, GD-5, GD-6	7.72%
3.C(3)	General GD-3	4.48%
3.C(3)	Outdoor Lighting SD	6.71%

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS**

1. Applicability

- A. The following Terms and Conditions shall apply to every registered Competitive Supplier authorized to do business within the Commonwealth of Massachusetts, and to every Customer and Distribution Company doing business with said Competitive Suppliers.
- B. These Terms and Conditions may be revised, amended, supplemented or supplanted in whole or in part from time to time according to the procedures provided in M.D.P.U. regulations and Massachusetts law. In case of conflict between these Terms and Conditions and any orders or regulations of the ~~MDM.D.P.U.TE~~, said orders or regulations shall govern.
- C. No agent or employee of the Company is authorized to modify any provision contained in these Terms and Conditions or to bind the Company to perform in any manner contrary thereto. Any such modification to these Terms and Conditions or any such promise contrary thereto shall be in writing, duly executed by an authorized officer of the Company, and subject in all cases to applicable statutes and to the orders and regulations of the ~~MDM.D.P.U.TE~~, and available for public inspection during normal business hours at the business offices of the Company and at the offices of the ~~MDM.D.P.U.TE~~.

2. Definitions

"Basic Service" (previously referred to as "Default Service") shall mean the service provided by the Distribution Company to a Customer who is not receiving Generation Service from a Competitive Supplier, in accordance with the provisions set forth in the Company's Basic Service Tariff, on file with the M.D.P.U.

"Bill Insert Month" shall mean the three months in any calendar year that the Company will include the Competitive Supplier's offer information as a bill insert to its residential and small commercial customers.

~~A.~~ "Company" shall mean Fitchburg Gas and Electric Light Company, a Distribution Company.

~~B.~~ "Competitive Supplier" -shall mean any entity licensed by the ~~MDM.D.P.U.TE~~ to sell electricity to retail Customers in Massachusetts, with the following exceptions: (1) a Distribution Company providing ~~Standard Offer Service and Basic Default~~ Service to its Distribution Customers, and (2) a municipal light department that is acting as a Distribution Company.

~~C.~~ "Customer" shall mean any persons, partnership, corporation, or any other entity, whether public or private,- who obtains Distribution Service at a Customer Delivery Point -and who is a Customer of record of the Company.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS**

~~D.~~ "Customer Delivery Point" shall mean the Company's meter or a point designated by the Company located on the Customer's premises.

~~E.~~ "Default Service" shall mean the service provided by the Distribution Company to a Customer who is not receiving either Generation Service from a Competitive Supplier or Standard Offer Service, in accordance with the provisions set forth in the Company's Default Service tariff, on file with the MDTE.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

~~F.~~“Distribution Company” shall mean a company engaging in the distribution of electricity or owning, operating, or controlling distribution facilities; provided, however, a Distribution Company shall not include any entity which owns or operates plant or equipment used to produce electricity, steam and chilled water, or any affiliate engaged solely in the provision of such electricity, steam and chilled water, where the electricity produced by such entity or its affiliate is primarily for the benefit of hospitals and non-profit educational institutions, and where such plant or equipment was in operation prior to January 1, 1986. n electric company organized under the laws of Massachusetts that provides Distribution Service in Massachusetts.

~~G.~~“Distribution Service” shall mean the delivery of electricity to Customers by the Distribution Company.

~~H.~~“EBT Working Group Report” or “Report” shall mean the most recently revised version of the report initially submitted by the Electronic Business Transaction Working Group on October 9, 1997. The Report shall be on file at the ~~MDM.D.P.U.TE~~.

“Electric Offer” shall mean an offer made by a Competitive Supplier to provide Generation Service to a residential or small commercial Customer in the Company's service territory.

~~I.~~“Enrollment period” shall mean, for a particular Customer, the period of time during which a Competitive Supplier may submit an enrollment transaction to a Distribution Company for initiation of Generation Service concurrent with the start of the Customer’s next billing cycle.

~~J.~~“Generation Service” shall mean the sale of electricity, including ancillary services such as the provision of reserves, to a Customer by a Competitive Supplier.

~~K.~~“ISO-NE” shall mean the Independent System Operator of the New England bulk power system.

~~L.~~“~~MDM.D.P.U.TE~~” shall mean the Massachusetts Department of Public UtilitiesTelecommunications and Energy.

~~M.~~“NEPOOL” shall mean the New England Power Pool and its successors.

~~N.~~“NEPOOL PTF ” shall mean pool transmission facilities included in the NEPOOL Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission.

~~O.~~“Own-Load-Calculation” shall mean the settlement method utilized by NEPOOL for its members, as set forth in the NEPOOL Agreement, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission.

~~P.~~“~~Standard Offer Service~~” shall mean the service provided by the Company for a term of seven years after the Retail Access Date, unless otherwise determined by the MDTE. The

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

~~rates for this service shall be set at levels that achieve the overall Customer rate reductions required by G.L. c. 164, § 1B. Availability for this service shall be in accordance with the provisions set forth in the Company's Standard Offer Service tariff, on file with the MDTE.~~

Q."Terms and Conditions" shall mean these Terms and Conditions for Competitive Suppliers.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

3. Obligations of Parties

A. Customer:

A Customer shall select one Competitive Supplier for each account at any given time, or authorize an agent to make the selection for the Customer, for the purposes of the Distribution Company (1) reporting the Customer's hourly electric consumption to the ISO-NE, and (2) providing billing services. The Customer must provide the selected Competitive Supplier with the information necessary to allow the Competitive Supplier to initiate Generation Service, in accordance with Section 5A, below. A Customer may choose only a Competitive Supplier that is licensed by the ~~MDM.D.P.U.TE~~

The Company shall reasonably accommodate a change from Basic Service or Generation Service to a new Competitive Supplier in accordance with the Terms and Conditions for Competitive Suppliers, and shall accommodate a change to Basic Service from Generation Service; provided, however, that when a Customer changes from a Competitive Supplier to Basic Service, unless the Customer or the Customer's applicable Competitive Supplier can demonstrate to the Company's reasonable satisfaction that the Customer has been placed on Basic Service upon the expiration of a contract with such Competitive Supplier, the Customer is not permitted to return to the same Competitive Supplier for a period of six (6) months from the effective date of the change. Customers are permitted to switch from Basic Service to a different Competitive Supplier who has not supplied the Customer with Generation Service in the same six (6) month period.

Nothing in these Terms and Conditions shall prohibit a Customer from entering into arrangements with multiple suppliers, provided that a single Competitive Supplier is designated for the purposes described above.

B. Distribution Company:

The Company shall:

- (1) Arrange for or provide (i) regional network transmission service over NEPOOL PTF and (ii) local network transmission services from NEPOOL PTF to the Company's Distribution System for each Customer, unless the Customer or its Competitive Supplier otherwise arranges for such service;
- (2) Deliver power over distribution facilities to each Customer Delivery Point;



FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

- (3) Provide customer service and support for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section 8B.3 below;
- (4) Respond to service interruptions or power quality problems;
- (5) Handle connections and terminations;
- (6) Read meters;
- (7) Submit bills to Customers for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section 8B below;
- (8) Address billing inquiries for Distribution Service and, if contracted by the Competitive Supplier, for Generation Service in accordance with Section 8B.3 below;
- (9) Answer general questions about Distribution Service;
- (10) Report Competitive Suppliers' estimated and metered loads, including local network transmission and distribution losses, to the ISO-NE, in accordance with Section 9 below;
- (11) Process the electronic business transactions submitted by Competitive Suppliers, and send the necessary electronic business transactions to Competitive Suppliers, in accordance with Section 5, below, and the rules and procedures set forth in the EBT Working Group Report;
- (12) Provide information regarding, at a minimum, rate tariffs, billing cycles, and load profiles, on its Internet web site or by alternate electronic means;
- ~~(13) Provide Standard Offer Service to Customers in accordance with the Company's tariff; and~~
- ~~(14)(13) Provide Basic Default Service to Customers in accordance with the Company's tariff; and~~
- (14) Provide residential and small commercial Customers in the Company's service territory with information regarding their electricity supply options pursuant to the provisions of Section 11 of the Terms and Conditions including then-available offers from Competitive Suppliers in the Company's service territory.

C. Competitive Supplier:

- (1) Each Competitive Supplier must meet the registration and licensing requirements established by law or regulation and either (i) be a member of

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

NEPOOL subject to an Own-Load Calculation or (ii) have an agreement in place with a NEPOOL member whereby the NEPOOL member agrees to include the load to be served by the Competitive Supplier in such NEPOOL member's Own-Load Calculation.

- (2) A Competitive Supplier shall be responsible for providing all-requirements service to meet each of its Customer's needs and to deliver the associated capacity and energy to a point or points on NEPOOL PTF.
- (3) A Competitive Supplier providing Generation Services to Customers will be responsible for any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) NEPOOL PTF, as determined by the ISO-NE; and (iii) facilities linking generation to NEPOOL PTF. A Competitive Supplier shall also be responsible for all transmission wheeling charges necessary to reach NEPOOL PTF.
- (4) A Competitive Supplier shall be required to complete testing of the transactions included in the EBT Working Group Report prior to the initiation of Generation Service to any Customer in the Company's service territory. Such testing shall be in accordance with the rules and procedures set forth in the Report.
- (5) Each Competitive Supplier shall be required to enter into a service contract with the Distribution Company that resolves issues associated with, among other things, information exchange, problem resolution, and revenue liability. This contract must be entered prior to the initiation of Generation Service to any Customer in the Company's service territory.
- (6) A Competitive Supplier shall be responsible for obtaining the necessary authorization from each Customer prior to initiating Generation Service to the Customer. Such authorization shall be in accordance with St. 1997, c. 164, § 193 (G.L. c. 164, § 1F(8)(a) and 220 C.M.R. § 11.05.
- (7) A Competitive Supplier not be affiliated with the Company shall be responsible for obtaining the necessary authorization from each Customer prior to requesting the Company to release the Company's historic usage information specific to that Customer to such Competitive Supplier. Such authorization shall consist of (i) letter of authorization; (ii) third-party verification; or (iii) a customer-initiated call to an independent third-party, consistent with 220 C.M.R. § 11.05. A Competitive Supplier affiliated with the Company must obtain a Customer's written authorization prior to requesting the release of the Company's historic usage information specific to that Customer consistent with St. 1997, c. 164, § 193 (G.L. c. 164, § 1C(v)) and 220 C.M.R. § 12.00 et seq.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

- (8) A Competitive Supplier wishing to have offer information provided to customers by the Company shall abide by the provisions of Section 11 of the Terms and Conditions.

4. Customer Usage Information to be Made Available to Competitive Suppliers

The Company shall be required to provide twelve months' of a Customer's historic usage data to a Competitive Supplier, provided that the Competitive Supplier has received the appropriate authorization, in accordance with the provisions established in Section 3C.7, above. This information shall be provided in electronic form.

-The Company shall print twelve months' of historic data on customer's bills, in addition to the usage data for the current billing period.

The Company shall be required to provide customers who, since January 1, 1995, have been billed in part on a demand basis, with twelve months of usage data, upon the customer's written request. These data shall be provided pursuant to the requirements set forth in St. 1997, c. 164, § 193 (G.L. c. 164 § 1F (9)).

5. Initiation and Termination of Generation Service

A. Initiation of Generation Service

To initiate Generation Service to a Customer, the Competitive Supplier shall submit an "enroll customer" transaction to the Company, in accordance with the rules and procedures set forth in the EBT Working Group Report. The Competitive Supplier shall hold the "enroll customer" transaction until any applicable right of rescission has lapsed.

If the information on the enrollment transaction is correct, the Distribution Company shall send the Competitive Supplier a "successful enrollment" transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report. Generation Service shall commence on the date of the Customer's next scheduled meter read, provided that the Supplier has submitted the enrollment transaction to the Distribution Company no fewer than two (2) business days prior to the meter read dates. If the Supplier has not submitted the enrollment transaction at least two days before the meter read date, Generation Service shall commence on the date of the Customer's subsequent scheduled meter read.

If more than one Competitive Supplier submits an enrollment transaction for a given Customer during the same enrollment period, the first transaction that is received by the Distribution Company shall be accepted. All other transactions shall be rejected. Rejected transactions may be resubmitted during the customer's next enrollment period.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

B. Termination of Generation Service

To terminate Generation Service with a Customer, a Competitive Supplier shall submit a "supplier drops customer" transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report. Generation Service shall be terminated on the date of the customer's next scheduled meter read, provided that the Competitive Supplier has submitted this transaction to the Distribution Company no fewer than two business days prior to the meter read date.

If the Competitive Supplier has not submitted this transaction at least two days before the meter read date, Generation Service shall be terminated on the date of the Customer's subsequent meter read. The Distribution Company shall send a "confirm drop date" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

To terminate Generation Service with a Competitive Supplier, a Customer shall so inform the Distribution Company or Competitive Supplier. In the event that the Customer informs the Company directly, Generation Service shall be terminated within two business days for residential customers; for other customers, Generation Service shall be terminated on the date of the Customer's next scheduled meter read. The Distribution Company shall send a "customer drops supplier" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report. In the event that the Customer informs the Competitive Supplier, the Supplier shall send a "supplier drops customer" transaction to the Company in accordance with the rules and procedures set forth in the EBT Working Group Report.

In those instances when a Customer who is receiving Generation Service from an existing Competitive Supplier initiates such service with a new Competitive Supplier, the Distribution Company shall send the existing Competitive Supplier a "Customer drops supplier" transaction, in accordance with the rules and procedures set forth in the EBT Working Group Report.

C. Customer Moves

A Customer that moves within a Distribution Company's service territory shall have the opportunity to notify the Distribution Company that he/she seeks to continue Generation Service with his/her existing Competitive Supplier. Upon such notification, the Distribution Company shall send a "Customer move" transaction to the Competitive Suppliers, in accordance with the rules and procedures set forth in the EBT Working Group Report.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

In those instances when a Customer moves into a Distribution Company's service territory, the Customer's existing Competitive Supplier must submit an "enroll Customer" transaction to the new Distribution Company in order to initiate Generation Service. Otherwise, the Customer shall receive Basic Service, in accordance with the Company's respective tariffs.

D. Other Provisions

Distribution Companies and Suppliers shall send "change enrollment detail" transactions to change any information included on the "enroll Customer" transactions, in accordance with the rules and procedures set forth in the EBT Working Group Report.

If any of the transactions described above are rejected by the Distribution Company, the —Distribution Company shall send an "error" transaction to the Competitive Supplier identifying the reason for the rejection, in accordance with the rules and procedures set forth in the EBT Working Group Report.

E. Fees

The Company may charge fees to Competitive Suppliers for processing the transactions described above, as approved by the ~~MDM.D.P.U.FE.~~ These fees are included in Appendix A.

6. Distribution Service Interruption

A. Planned Outages

In the event that the loading of the Distribution System, or a portion thereof, must be reduced for safe and reliable operation, such reduction in loading shall be proportionately allocated among all Customers whose load contributes to the need for the reduction, when such proportional curtailments can be accommodated within good utility practices.

B. Unplanned Outages

In the event of unplanned outages, service will be restored in accordance with good utility -practice. When appropriate, service restoration shall be accomplished in accordance with the Company System Storm Emergency Plan on file with the ~~MDM.D.P.U.FE.~~

C. Disconnection of Service

The Distribution Company may discontinue Distribution Service to a Customer in accordance with the provisions set forth in the Terms and Conditions for Distribution Service. The Company shall provide electronic notification, using the Customer Usage

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

and Billing Information transaction, to the Customer's Competitive Supplier of record, upon final billing to the Customer. Once disconnection occurs, the provision of Generation Service to the Customer is no longer the obligation of the Competitive Supplier. The Company shall not be liable for any revenue losses to the Competitive Supplier as a result of -any such disconnection.

7. Metering

A. Meter Reading

The Company shall meter each Customer in accordance with tariff provisions. Upon request by a Competitive Supplier, the Company shall schedule meter reads on a monthly cycle.

Each Customer shall be metered or estimated such that the loads can be reported to the ISO-NE for inclusion in the Competitive Supplier's, or the Competitive Supplier's wholesale provider's, Own-Load Calculation.

B. Ownership of Metering Equipment

Should a Customer or Competitive Supplier request a new meter or that a communication device be attached to the existing meter, the Company shall provide, install, test, and maintain the requested metering or communication device. The requested meter or communication device must meet the Company's requirements. The Customer or Competitive Supplier shall bear the cost of providing and installing the meter or communication device. Upon installation, the meter or communication device shall become the property of the Company and will be maintained by the Company. The Company shall complete installation of the meter or communication device, if reasonably possible, within thirty (30) days of receiving a written request from the Customer or Competitive Supplier. The Company shall bill the Customer or Competitive Supplier upon installation.

8. Billing Services

The Company shall provide a single bill, reflecting unbundled charges for electric service, to Customers who receive ~~Standard Offer Service or Default~~ Basic Service.

The Company shall offer two billing service options to Customers receiving Generation Service from Competitive Suppliers: (1) Standard Complete Billing Service; and (2) Standard Passthrough Billing Service. The Competitive Supplier shall inform the Distribution Company of the selected billing option, in accordance with the rules and procedures set forth in the EBT Working Group Report.

A. Standard Passthrough Billing Service

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

The Company shall issue a bill for Distribution Service to each Customer. The Competitive Supplier shall be responsible for separately billing Customers for the cost of Generation Service provided by the Competitive Supplier and for the collection of amounts due to the Competitive Supplier from the Customer.

The Company shall send a "customer usage information" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

B. Standard Complete Billing Service

(1) Billing Procedure

The Company shall issue a single bill for electric service to each Customer.

The Company shall use the rates supplied by the Competitive Supplier to calculate the Competitive Supplier's portion of a Customer's bill, and integrate this billing with its own billing in a single mailing to the Customer.

The Company shall send a "customer usage and billing information" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report.

Upon receipt of Customer payments, the Company shall send a "payment/adjustment" transaction to the Competitive Supplier, in accordance with the rules and procedures set forth in the EBT Working Group Report. Customer revenue due the Competitive Supplier shall be transferred to the Competitive Supplier in accordance with the service contract entered into by the Competitive Supplier and the Company.

~~If a Customer pays the Company less than the full amount billed, the Company shall apply the payment between the Company and the Competitive Supplier in the following order: (1) Company arrears, (2) Competitive Supplier arrears, (3) Company current balances, and (4) Competitive Supplier current balances. This method for partial payment allocation shall be effective from June 1, 2002 through December 31, 2002.~~

Effective January 1, 2003, the following payment allocation between the Company and Competitive Suppliers shall apply if a Customer pays the Company less than the full amount billed. The payment should first be allocated to Distribution Service prior balance and Generation Service prior balance~~the Company and Competitive Supplier charges in arrears~~ in proportion to the percentage of the combined prior balances~~arrears~~ represented by each charge. Any remaining payment should be allocated to the Distribution Service

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

and Generation Service Competitive Supplier current charges in proportion to the percentage of the combined current charges represented by each charge.

(2) Changes to Rate Classes

If a Competitive Supplier requests different customer classes or rate structures than are offered by the Company, the Company shall accommodate changes to the billing system, if reasonably possible, at the Competitive Supplier's expense. The costs of making the designated changes shall be quoted by the Company to the Competitive Supplier and payment must be received by the Company prior to the start of programming.

(3) Optional Customer Services

Upon request by a Competitive Supplier, the Company may offer optional customer services to those Competitive Suppliers who receive Standard Complete Billing Service. Pricing for these optional services shall be customized to the Competitive Supplier's needs, and shall be dependent on the specific customer service required by the Competitive Supplier, the volume of Customer calls, requested coverage hours, and/or the specific number of customer service representatives requested.

(4) Summary Billing

The Company may offer a Summary Billing option for Competitive Suppliers who have qualified Customers with multiple electric service accounts. Designed to consolidate multiple individual billings on a single bill format, this optional service allows Customers to pay multiple accounts with one check.

(5) Existing Fees

Existing Company service fees, such as interest charges for unpaid balances and bad checks charges, shall remain in effect and shall be assessed, as applicable, according to the Company's Terms and Conditions for Distribution Service, applicable to all Customers.

C. Definition of Standard Units of Service

(1) Billing Demand

Units of billing demand shall be as defined in the Company's applicable tariff on file with the ~~MDM.D.P.U.FE.~~

(2) On-Peak / Off-Peak Period Definitions



FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

The on-peak and off-peak periods shall be as defined in the Company's applicable tariff on file with the ~~MDM.D.P.U.TE.~~

Competitive Suppliers may define on-peak and off-peak periods differently from those above; however, they will be required to make special metering arrangements with the Company to reflect different on-peak and off-peak definitions. Any costs incurred to provide the special metering arrangements shall be assigned to the Competitive Supplier.

D. Fees

The Company may charge fees to Competitive Suppliers for providing the services described in this section of the Terms and Conditions, as approved by the ~~MDM.D.P.U.TE.~~ These fees are included in Appendix A.

9. Determination of Hourly Loads

- A. For each Competitive Supplier, hourly loads for each day shall be estimated or telemetered, and reported daily to the ISO-NE for inclusion in the Competitive Supplier's Own-Load Calculation. Hourly load estimates for non-telemetered customers will be based upon load profiles -developed for each customer class or Customer of the Company. The total hourly loads will be determined in accordance with the appropriate -hourly load for the Company.
- B. The Company shall normally report previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the Competitive Supplier's Own-Load Calculation.
- C. To refine the estimates of the Competitive Suppliers' loads that result from the estimated hourly loads, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available after the monthly meter readings are processed.
- D. The hourly loads shall be determined consistent with the following steps:
  - (1) The Company shall identify or develop a load profile for each customer class or each Customer for use in each days' daily determination of hourly load.
  - (2) The Company shall calculate a usage factor for each Customer that reflects the Customer's relative usage level.
  - (3) The Company shall develop estimates of hourly load profiles for the previous days for each Competitive Supplier such that the sum of the Competitive Suppliers' loads equals the hourly metered loads collected each day.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into Competitive Supplier loads.

- (4) Transmission losses from local network facilities shall be approximated and added to the Competitive Supplier's hourly loads.

E. The process of Competitive Supplier load estimation involves statistical samples and estimating error. The Distribution Company shall not be responsible for any estimating errors and shall not be liable to the Competitive Suppliers for any costs that are associated with such estimating errors.

10. Liability and Indemnification

The liability of the Competitive Supplier to the Customer shall be as set forth in the specific Customer/Competitive Supplier Contract.

Except as provided in Section 9E of the Terms and Conditions, the Company and the Competitive Supplier shall indemnify and hold the other and their respective affiliated, and the directors, officers, employees, and agents of each of them (collectively, "Affiliates") harmless from and against any and all damages, costs (including attorneys' fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively, "Liabilities"), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under these Terms and Conditions. The Company and the Competitive Supplier shall waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under these Terms and Conditions.

11. Electric Offer Information.

————This section outlines information that shall be made available by the Company to inform residential and small commercial Customers in the Company's service territory of available electricity supply options. The Program shall consist of the Company's communication of Electric Offers and other information through the Company's website, mailings, and inserts in the Company's bills, each as described herein and in a manner approved by the M.D.P.U..

A. Competitive Supplier Obligations

- (1) A Competitive Supplier may choose to have the Company provide customers with information on its current Electric Offers. If it so chooses, the Competitive Supplier shall comply with the provisions of this section. Nothing in this section shall prevent a Competitive Supplier from making offers to customers outside of the provisions of this section.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

- (2) A Competitive Supplier shall notify the Company in writing of its intent to have Electric Offer information distributed and shall include in such notification the telephone number and email address of the Competitive Supplier's customer service center and the Competitive Supplier's website address.
- (3) For dissemination of the Competitive Supplier's offer information on the Company's website a Competitive Supplier shall notify the Company in writing electronically by the fifth day before the end of each month of the Competitive Supplier's Electric Offers that shall be effective on the first day of the following month. Such notification shall be required even if there is no change in the Competitive Supplier's Electric Offers from the prior month.
- (a) For dissemination of the Competitive Supplier's offer information by bill insert, a Competitive Supplier shall notify the Company in writing electronically by the first day of the month preceding the Bill Insert Month.
- (4) A Competitive Supplier shall report its Electric Offers the Company pursuant to a format to be determined by the M.D.P.U..
- (5) A- Competitive Supplier shall respond to Customers' inquiries regarding the provision of Generation Service that the Customers receive through the Competitive Supplier's Electric Offers.
- (6) A Competitive Supplier may withdraw from the Program at any time, but may not return to the Program until the first day of the next month following the date of the withdrawal; provided, however, that the Competitive Supplier must comply with the advance notification set forth in paragraph 3 above in order to participate in the Program during any given month.

**B. ~~B.~~ Company Obligations**

- (1) The Company shall offer to residential and small commercial Customers the option to learn about their electricity supply options when they contact the Company to: (a) initiate new utility service; (b) reinstate service following a changer of residence or business location; (c) make an inquiry regarding their rates; or (d) seek information regarding energy efficiency.
- (2) The Company shall direct Customers expressing an interest in learning about their electricity options (hereinafter "Interested Customers") to the Company's webpage containing the Company's Basic Service rate/rates, information on the Electric Offers available from Competitive Suppliers, and contact information for each Competitive Supplier, including the telephone number and e-mail

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

address of the Competitive Supplier's customer service center and a live link to the Competitive Supplier's website address.

- (3) The Company shall mail to those Interested Customers who do not have web access a printed version of the information contained on the Competitive Supplier webpage described above, by U.S. Mail, postage prepaid.
- (4) The Company may suspend the communications described above during periods of high call volume resulting from storm restoration or other emergency situations but must resume such communications when call volume subsides.
- (5) The Company shall maintain on its homepage a clear and obvious link to the webpage containing the Competitive Supplier information.
- (6) Three times per calendar year, the Company shall include in residential and small commercial Customer bills a printed version of the most current information contained on the Competitive Supplier webpage described above. By November 1st of every year, the Company shall provide the Competitive Suppliers with a list of the Bill Insert Months for the following calendar year.
- (7) Two times per calendar year, if space is available and during those months when there is no bill insert, the Company shall include on residential and small commercial Customer bills a brief statement that competitive supply offers are available, and provide the telephone number and website address for the webpage containing the Competitive Supplier information.

**C. ~~C.~~ Fees**

—The Company may charge a fee to participating Competitive Suppliers for the reasonable incremental costs incurred by the Company in administering the distribution of Electric Offer Information, as approved by the M.D.P.U.. This fee is set forth in Appendix A.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

APPENDIX A

SCHEDULE OF FEES, CHARGES AND CLASS DISTRIBUTION LOSSES  
 TO COMPETITIVE SUPPLIERS \*

<u>Section</u>	<u>Description of Charge</u>	<u>\$/Transaction Charge</u>
	<u>Electric Offer Information Program</u>	
<u>11.C</u>	<u>Administrative Fee</u>	<u>\$7,355/month</u>
	<u>This fee will be allocated equally to each supplier who participates in the program in a particular month.</u>	
<u>11.C</u>	<u>Bill Insert Charge</u>	<u>Actual Costs</u>
	<u>The Company will assess a Bill Insert Charge for the design, printing and insertion of a bill insert in its bills issued during a billing, on behalf of one or more than one Supplier. The Bill Insert Charge will be based upon the actual costs incurred by the Company to prepare bill inserts pursuant to Section 11.B.6 of the T&amp;Cs for Competitive Suppliers. The Bill Insert Charge will be charged to and collected from a Supplier requesting this service prior to the Company providing this service. In the case in which more than one Supplier is requesting this service, the Bill Insert Charge will be allocated equally to each of the Suppliers requesting the service and will be charged to and collected from the group of Suppliers prior to the Company providing the service.</u>	
<u>11.C</u>	<u>Additional Postage Charge</u>	<u>Actual Costs</u>
	<u>In the event that the bill inserts supplied to customers pursuant to Section 11.B.6 cause the Company to incur additional postage to deliver customers' monthly bills in any month that the bill inserts are included in bills, the Company will charge the Supplier requesting this service the Additional Postage Charge for each bill delivered. In the case in which more than one Supplier is requesting this service, the Additional Postage Charge will be allocated proportionally to each of the Suppliers requesting the service, pro rating the costs by the number of offers each Supplier has provided for inclusion in the bill insert, and will be charged to and collected from the group of Suppliers prior to the Company providing the service.</u>	
<u>n/a*</u>	<u>n/a*</u>	<u>n/a*</u>

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

**TERMS AND CONDITIONS FOR COMPETITIVE SUPPLIERS (continued)**

<u>Section</u>	<u>Class Description</u>	<u>Distribution Loss Factor</u>
3.C(3)	Residential RD-1, RD-2, RD-4	7.52%
3.C(3)	General GD-1, GD-2, GD-4, GD-5, GD-6	7.72%
3.C(3)	General GD-3	4.48%
3.C(3)	Outdoor Lighting SD	6.71%

~~\* At this time, the Company is not filing fees or charges to the Competitive Suppliers pending the Department's final requirements in Docket D.P.U./D.T.E. 97-65 regarding business and transaction fees associated with retail access.~~

Fitchburg Gas and Electric Light Company d/b/a Unitil  
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		Notes:
<b><u>Customer Service Staffing</u></b>		
1	Cost of Labor per Hour for (part time) Customer Service Rep.	\$ 19.15 1
2	Estimated annual hours	<u>1040.00</u>
3	Cost of Labor	\$ 19,916 L.1 * L.2
4	Labor-Related Overheads	<u>\$ 19,916</u> 2
5	Total Cost for Customer Service Rep.	\$ 39,832 3
<b><u>Billing/Supplier Staffing</u></b>		
6	Cost of Labor per Hour for (part time) Billing/Supplier Rep.	\$ 19.15 1
7	Estimated annual hours	<u>1040.00</u>
8	Cost of Labor	\$ 19,916 L.6 * L.7
9	Labor-Related Overheads	<u>\$ 19,916</u> 2
10	Total Cost for Billing/Supplier Rep.	\$ 39,832
11	<b>Total Cost for Staffing</b>	<b>\$ 79,664</b> L.5 + L.10
<b><u>Program Management</u></b>		
12	Cost of Labor per Hour for Customer Service Manager	\$ 43.88 1
13	Estimated annual hours	<u>60.00</u>
14	Cost of Labor	\$ 2,633 L.12 * L.13
15	Labor-Related Overheads	<u>\$ 2,633</u> 2
16	Total Cost of Customer Service Manager	<b>\$ 5,266</b>
<b><u>Training Costs</u></b>		
17	Cost of Labor per Hour for Trainer	\$ 27.54 1
18	Estimated training and preparation hours	<u>16.00</u>
19	Cost of Labor	\$ 441 L.17 * L.18
20	Labor-Related Overheads	<u>\$ 441</u> 2
21	Total Cost for Trainer	\$ 881
22	Cost of Labor per Hour for Customer Service Reps.	\$ 19.15 1
23	Estimated Training hours for 32 reps @ 2 hours each per year	<u>64.00</u>
24	Cost of Labor	\$ 1,226 L.22 * L.23
25	Labor-Related Overheads	<u>\$ 1,226</u> 2
26	Total Cost for Customer Service Reps.	\$ 2,451
27	<b>Total Cost for Training</b>	<b>\$ 3,332</b> L.21 + L.26
28	<b>Total Annual Program Costs</b>	<b>\$ 88,262</b> L. 11 + L.16 + L. 27
29	<b>Total Monthly Program Costs</b>	<b>\$ 7,355</b> L.28/12
30	<b>Monthly Administrative Fee</b>	<b>\$7,355 / # of participating suppliers in each month</b>
<b><u>Estimated Cost for Bill Inserts Per Mailing</u></b>		
31	Cost per Insert	\$ 0.09 4
32	No. of Inserts per Mailing	<u>31,000</u> 5
33	Total Cost for Inserts	\$ 2,790 L.31 * L.32
34	Additional Postage Costs	\$ 0.17 7
35	No. of Inserts	<u>31,000</u> 6
36	Total Cost for Additional Postage	\$ 5,270 L.34 * L.35
37	Cost of Labor per Hour for Sr. Design Specialist	\$ 38.68 1
38	Estimated hours/insert	<u>10.00</u>
39	Cost of Labor	\$ 387 L.37 * L.38
40	Labor-Related Overheads	<u>\$ 387</u> 2
41	Total Cost for Sr. Design Specialist	\$ 774
42	<b>Total Cost for Bill Inserts Per Mailing</b>	<b>\$ 8,834</b> L.33 + L.36 + L.41

- 1 Based on January 2009 average midpoint salary ranges for Unitil Service Corp employees.
- 2 Based on Unitil Service Corp overhead rate of 100% for 12 months ending June 2009.
- 3 Based on an average of 505 calls per day at an additional 30 seconds per call averages to 4.2 hours per day
- 4 Charge for bill inserts will be based on actual costs of inserts allocated proportionately among the participating suppliers. Additional postage costs shall be allocated proportionately among the participating suppliers, prorated by the number of offers each has provided for inclusion in the bill insert. This is a recurring charge 3 times per year per DPU Order in DPU 09-46.
- 5 Reflects estimated cost of \$.06 for the insert material and \$.03 for outsource mailroom vendor costs.
- 6 Represents 31,000 bill inserts for each mailing.
- 7 Based on 2009 postage impacts for weight over 1oz.

## **Draft Scripts for the Supplier Referral Program**

### Moving/New Service:

Unitil's electric customers are automatically placed on the basic service rate, and their electricity is supplied by Unitil. However, you do have the option to choose a company other than Unitil to supply your electricity, with Unitil remaining as the delivery company. If you are interested in learning more about electric offers from participating competitive suppliers please visit [www.unitil.com](http://www.unitil.com)

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### Billing:

You have the option to choose a company other than Unitil to supply your electricity, with Unitil remaining as the delivery company. If you would like more information about electric offers from participating competitive suppliers, please visit [www.unitil.com](http://www.unitil.com).