



Pascoag Utility District
Electric Department

IN RE: PASCOAG UTILITY DISTRICT'S
YEAR END STATUS REPORT
RIPUC DOCKET NO. 4298

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November 4, 2011

Rhode Island Public Utilities Commission
Ms. Luly Massaro
Commission Clerk
89 Jefferson Blvd.
Warwick, RI 02888

Re: Year-End Status Report
RIPUC Docket No: 4298

Dear Ms. Massaro:

On behalf of Pascoag Utility District (Pascoag or PUD), we herewith submit an original and nine copies of Pascoag's Year-End Status Report as ordered in the above docket. This submittal consists of three books:

Book 1	Testimony and Testimony Exhibits
Book 2	Supporting Schedules
Book 3	Purchase Power Invoices

In this submittal, Pascoag is proposing two scenarios for Commission consideration. Under **Option 1**, a residential customer using 500 kilowatt-hours of electricity would see his monthly bill decrease from \$74.90 to \$66.27, a decrease of \$8.63, or 11.5%.

Option 1 would flow back the estimated over collection at year end as well as the \$200,000 encumbered at year-end December 2010. This money was put in Pascoag's Purchase Power Restricted Fund ("PPRF"), under a Report and Order in RIPUC Docket No. 4211.

Pascoag Option 1	Flow Back of Over Collection and \$200,000**		
	Current	Proposed	Difference
SOS	\$0.07064	\$0.05231	(\$0.01833)
Transition	\$0.01132	\$0.01109	(\$0.00023)
Transmission	\$0.02290	\$0.02420	\$0.00130
Total	\$0.10486	\$0.08760	(\$0.01726)
	** \$200,000 encumbered at 12/31/2010		

November 4, 2011

Re: RIPUC Docket No. 4298

Under **Option 2**, Pascoag would flow back the over collection, but retain the \$200,000 encumbered at year-end December 2010 in Pascoag's PPRF. Under this option, a residential customer using 500 kilowatt-hours of electricity would see his monthly bill decrease from \$74.90 to \$68.18, a decrease of \$6.72, or 9%.

Option 2 would allow Pascoag to retain the \$200,000 encumbered in the PPRF until 2013. Since Pascoag plans to file a Cost of Service Study with the RIPUC in 2012, deferring the flow back of the \$200,000 until 2013 would help offset any increase in the base rate by reducing the energy portion of the bill.

Pascoag Option 2	Flow Back Over Collection	PUD Retains \$200,000 in PPRF**	
	Current	Proposed	Difference
SOS	\$0.07064	\$0.05614	(\$0.01450)
Transition	\$0.01132	\$0.01109	(\$0.00023)
Transmission	\$0.02290	\$0.02420	\$0.00130
Total	\$0.10486	\$0.09143	(\$0.01343)
		**The \$200,000 in the PPRF is retained by Pascoag until 2013	

The requested effective date for the new rates is January 1, 2012. If you have any questions, please do not hesitate to contact me.

Very truly yours,



Judith R. Allaire
Assistant General Manager

Cc: Service list

Pascoag Utility District
Year End Status Report RIPUC Docket No. 4298
Service List – 2011

<u>Name</u>	<u>E-mail</u>	<u>Phone/Fax</u>
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Judith R. Allaire Assistant General Manager Pascoag Utility District P O Box 107 Pascoag, RI 02859	jallaire@pud-ri.org	(401) 568-6222 (401) 568-0066
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Original & nine (9) copies file with:

Luly E. Massaro Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02889	Lmassaro@puc.state.ri.us plucarelli@puc.state.ri.us SCCamara@puc-state-ri.us	(401) 941-4500
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CERTIFICATE OF SERVICE

I hereby certify that copy/copies of this filing in Pascoag Utility District's Year End Status Report were served electronically on the individuals named in the above List of Recipients of Filing, this 4 day of November 2011.


Judith R. Allaire, Notary Public

My commission expires March 28, 2013

**State of Rhode Island and Providence Plantations
PUBLIC UTILITIES COMMISSION**

RE: PASCOAG UTILITY DISTRICT
RIPUC DOCKET NO. 4298

NOTICE OF CHANGE IN RATE

Pursuant to Rhode Island General Laws (R.I.G.L.), Section 39-3-11, and in accordance with Section 2.4 of the Rules of Practice and Procedure of the Rhode Island Public Utilities Commission (RIPUC), the Pascoag Utility District hereby gives notice of a proposed change in rates filed and published in compliance with R.I.G.L. 39-3-10.

The proposed changes are contained in the exhibits accompanying the filing. The new rates, as proposed, are to become effective January 1, 2012.

Standard Offer	Current	\$0.07064	Proposed	\$0.05614
Transition Charge	Current	\$0.01132	Proposed	\$0.01109
Transmission Charge	Current	<u>\$0.02290</u>	Proposed	<u>\$0.02420</u>
		\$0.10486		\$0.09143

A residential customer using 500 kilowatt-hours is currently paying \$74.90. Under the proposed rates, this customer's bill would decrease to \$68.18, a decrease of \$6.72, or 9%.

Be advised as follows:

- 1) Pascoag Utility District, incorporated by a special act of the General Assembly, is a quasi-municipal utility within the Village of Pascoag with offices located at 253 Pascoag Main Street, Pascoag, Rhode Island.
- 2) The Electric Department of the Pascoag Utility District operates an electric distribution system providing retail electric service to customers in the Villages of Pascoag and Harrisville, both in the Town of Burrillville, Rhode Island.
- 3) Correspondence for Pascoag Utility District in this case should be addressed to Michael R. Kirkwood, General Manager, Pascoag Utility District Electric Department, 253 Pascoag Main Street, P O Box 107, Pascoag, Rhode Island.
- 4) In accordance with the RIPUC Rules and Regulations, the documents accompanying this filing contain data and information in support of Pascoag Utility District's application. A copy of this filing is at our offices and may be examined by the public during business hours.



Michael R. Kirkwood, General Manager
Pascoag Utility District

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

Subscribed and sworn to before me on the 4th day of November 2011.



Notary Public



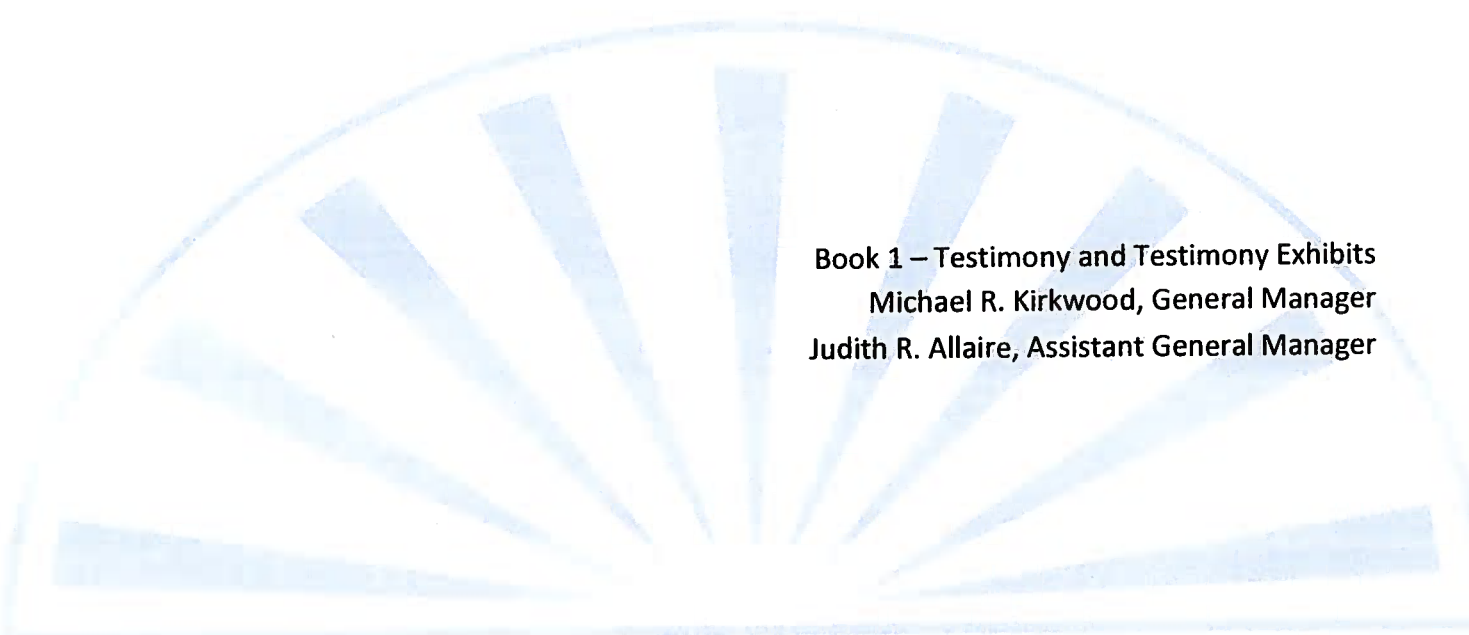
PASCOAG
UTILITY DISTRICT

Pascoag Electric • Pascoag Water

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Pascoag Utility District – Electric Department
Year-End Status Report

RIPUC Docket No. 4298



Book 1 – Testimony and Testimony Exhibits
Michael R. Kirkwood, General Manager
Judith R. Allaire, Assistant General Manager



Index

Testimony and Exhibits of Michael R. Kirkwood

Prefiled Testimony of Michael R. Kirkwood

Testimony Exhibit 1-MRK	2012 Power Supply Resources Mix - Graph
Testimony Exhibit 2-MRK	Power Purchase Agreement – Spruce Mountain
Testimony Exhibit 3-MRK	US Energy Administration – Natural Gas Forecast 2012
Testimony Exhibit 4-MRK	Constellation Energy Load Following Energy contract

Testimony of

Michael Kirkwood, General Manager

Q. Can you detail Pascoag's power portfolio for 2012?

A. M. Kirkwood Pascoag's power portfolio for 2012 is detailed in *Table 3*, below:

NYPA	29%	(Hydro)
Miller Hydro	3%	(Hydro)
Spruce Mountain	3%	(Wind)
Seabrook	18%	(Nuclear)
Constellation	47%	(mostly Fossil Fuel)
	100%	

The total renewable/sustainable power in this portfolio is 35%. This represents mostly hydro power, but a new on-shore wind entitlement, Spruce Mountain, is expected to contribute 3% of the District's total annual purchased energy in 2012.

Pascoag's non-carbon based energy is 53% of its total energy requirements and includes a mix of hydro, on shore wind, and nuclear power. The remaining 47% is mainly fossil fuel based energy through a 3-year contract Pascoag entered into with Constellation Energy. *Testimony Exhibit 1-MRK* highlights this in graph form.

Q. Please update the Commission on the District's on shore wind entitlement, Spruce Mountain.

A. M. Kirkwood Patriot Renewables, LLC, headquartered in Quincy, Massachusetts has developed a new wind powered facility in Woodstock, Maine that is about to enter commercial production. Spruce Mountain Wind, LLC consists of ten wind turbines, each having a nameplate rating of approximately 2 MW's.

Energy New England ("ENE") contacted several public power systems in New England in 2010 about this particular project, and thirteen including Pascoag responded positively to the opportunity to participate. The capacity of the plant, approximately 20 MW's, is expected to have a thirty-seven percent capacity factor. The plant is to begin commissioning in early November of this year, with commercial operation expected to commence around Thanksgiving. Pascoag's share of the plant output is expected to be over 1,700 MWh each year. Pascoag's share of the facility output is 2.6% of the total plant output.

Although the cost will be \$99.25 per MWH, there are some offsets that will reduce the bottom line cost to Pascoag. Based on recently traded Class 1 REC values in the \$15 - \$30 range, and including the forward capacity market value, the final cost will likely be in the range of \$75 per MWH. While the REC values are currently volatile due to uncertainty regarding biomass inclusion in Massachusetts and

uncertainty regarding the offshore Cape Wind project, over the long range, REC values could increase to over \$30, resulting in an even more attractive bottom line. The term of this contract is fifteen years. *Testimony Exhibit 2-MRK* is a copy of this contract.

Q. Please provide an update on any new power purchase agreements entered into in 2011.

A. M. Kirkwood Pascoag entered into a contract with Constellation Energy for the years 2012 through 2014 that will replace two short term contracts Pascoag had in place for 2011. The contract, which provides a type of supply arrangement called Load Following Energy, was signed after a competitive bidding process run by ENE on behalf of Pascoag, and was the result of ENE and Pascoag strategizing that market energy prices for the next few years were at a very attractive level due to the recent drop in natural gas prices in the continental United States. Natural gas prices have been and are expected to continue to stay low compared to fuel oil and other sources of energy due to the ability that natural gas producers now have to extract shale gas within the United States. Shale gas reserves are now considered to be in abundance in the United States due to new technologies employed in the industry such as horizontal drilling and fracking that allow economic extraction of this energy supply. See the October 2011 Short-Term Energy Outlook forecast from the U.S. Energy Information Administration for natural gas prices for 2012 (attached as *Testimony Exhibit 3-MRK*). This forecast is an indication of how shale gas has provided for a very steady expected price stream. Since ISO-NE market clearing prices are predominantly set by natural gas-fired generators which operate on the clearing price margin, Pascoag and ENE theorized that 2011 was a beneficial time to test the market for a longer term deal in order to lock-in the expectation for low natural gas prices for the next few years, and by correlation, low ISO-NE market clearing prices which track natural gas. The RFP turned out to be very successful, allowing Pascoag to lower its Proposed Standard Offer rate for 2012 as presented in the testimony and exhibits of Ms. Allaire.

The Constellation contract will provide very efficient Load Following Energy, such that for each and every hour, Pascoag's load requirement will be compared to the hourly output of Pascoag's other firm entitlements (such as Seabrook, NYPA, Spruce Mountain and Miller Hydro). The need (or gap) in each hour over and above the total of firm entitlements in that hour will be provided by the Constellation contract. In 2012, Constellation will provide 100% of this difference each hour, such that our total expected kWh's purchased from the contract represent 47% of our expected annual load requirement in kWh. Each kWh Pascoag purchases from Constellation over the three year term of the contract will be priced at the very attractive rate of 5.99 cents/kWh. An additional important feature of this arrangement is that since the amount we take is variable each hour in order to match our customer load with our power supply more precisely, we will seldom be in the position of selling excess energy to the ISO-NE market at a price lower than our cost, as sometimes may happen if purchasing firm "around the clock" energy. A copy of the Energy Transaction Confirmation is attached as *Testimony Exhibit 4-MRK*.

Q. Has Pascoag been involved with any other projects in procurement of power supply?

A. M. Kirkwood Yes. In early 2011, Pascoag and other public power systems in New England continued to be active participants in conjunction with ENE in discussions for the possibility of purchasing an entitlement share of a combined-cycle plant in Northern Massachusetts. ENE was actively involved in creating this consortium of public power systems that would take the entire plant output.

Pascoag's share was expected to be approximately 3.08%, or 2.3 MW's with the total net plant output estimated at 75 MW's. The plant was to be acquired by a newly formed Special Purpose Entity ("SPE") which would have included fifteen project participants, each with varying shares of the plant. However, in early spring 2011, it was becoming obvious to ENE and the interested public power systems that the transaction would not be concluded, and the parties agreed to halt negotiations.

Pascoag had previously briefed the Division and Commission about this opportunity, and in fact the Division had recommended, pursuant to one of Pascoag's proposed options, for Pascoag to reserve \$200,000 of the 2010 purchased power over-collection by placing it into a Rate Stabilization Fund (as part of the Purchased Power Restricted Fund) to partially offset Pascoag's obligations under the SPE described above or, alternatively, to offset future rate increases. Since the SPE discussions have been terminated, Pascoag has a proposal for offsetting future rate increases as more fully described in the Q&A below.

Additionally, ENE continues to be very effective in representing public power entities in New England with various opportunities to purchase required energy, capacity and ancillary services, enabling Pascoag and other public power entities to meet their commitments to provide reliable power market products to their customers. In that regard, ENE is currently working on behalf of its public power constituents with the owner of a natural gas-fired combined-cycle power station in central Rhode Island which is interested in a long term contractual arrangement to sell some or all of the output of the facility to public power entities. Pascoag views this as an opportune time to look at purchases from efficient natural gas-fired facilities for the reasons expressed above in the discussion about the Constellation 3-year Load Following Energy arrangement, and Pascoag will keep the Division apprised as these negotiations with the Rhode Island facility continue.

Q. In the Report and Order, Docket No. 4211, the Commission granted approval to Pascoag to retain \$200,000 of the 2010 over-collection for specific uses. Has Pascoag complied with that requirement?

A. M. Kirkwood Yes. In December 2010, Pascoag deposited \$200,000 of the 2010 over-collection to its Purchase Power Restricted Fund ("PPRF") account for the purpose, as specified in the Report and Order in Docket 4211, to establish a Rate Stabilization Fund to be used either for participation in the Special Purpose Entity described above or to offset future rate increases.

Since the negotiations were concluded without an agreement to move forward with the Massachusetts power project and creation of the SPE, Pascoag is requesting here that the RSF amount of \$200,000, plus accumulated interest, continue to be held through 2012 in the PPRF account and returned to customers in 2013. Pascoag requests that it be allowed to use these funds as an offset to the base rate increase expected to be put into effect in early 2013. Pascoag and its consultant will be performing a full cost-of-service ("COS") study in the early part of 2012 as previously discussed with the Division in order to file a base rate change request with the Commission and put into place a new base rate structure in 2013. Pascoag's operating costs have continued to increase over the past seven years since its last base rate increase, but its revenues are based on rates first put into effect in January of 2004. Pascoag expects to be filing a request for an increase in rates to cover its prudently incurred operating costs. A return of the full RSF amount of \$200,000 plus interest over the 12 month period of 2013 would help to dampen or eliminate the expected base rate impact to Pascoag's customers, and in

effect would allow for the rate stabilization that was originally intended and approved in Docket 4211 for these monies.

Q. Please update the Commission on Pascoag's Restricted Fund for Capital and Debt Service, and what, if any, fiscal issues Pascoag encountered during 2011.

A. M. Kirkwood In previous years since inception of the Capital Restricted Reserve Fund in 2004, Pascoag successfully funded the annual requirement of \$376,000 to this fund. However, in 2011 due to insufficient revenues to cover all operating and capital costs, Pascoag requested the Commission to allow it to fund the 2011 Restricted Capital account to the lower level of \$185,000, and the 2012 Restricted Capital account to \$62,500.

The establishment of this fund in 2004 has allowed Pascoag to purchase needed capital items, including vehicles, with no new debt service obligations and also to pay off its debt obligations. In fact, the electric department currently has no long-term debt.

However, Pascoag has found itself in the difficult position of inadequate coverage to fund the Restricted Fund for Capital and Debt Service for 2011 and 2012, and therefore requested the Commission in September of 2011 for the lower funding levels mentioned above.

In 2012, Pascoag will defer the purchase of a new bucket truck, capital improvements to the business office, and the purchase of a pickup truck. Because of Pascoag's attention to a solid preventative maintenance schedule, the District's vehicle fleet is in excellent condition. The bucket truck that was to have been replaced in 2012 is a 1994 International, but since these types of vehicles have limited mileage, a twenty-year life is not unusual. These short term deferrals or reductions will in no way impede the District's ability to provide reliable electric service to its customers, while maintaining safe working conditions for its employees. Additionally, Pascoag has successfully built the Restricted Capital fund to the level of approximately \$500,000, and as long as Pascoag reduces its capital expenditures in 2011 and 2012 to coincide with the lower funding infusion, Pascoag will be able to maintain the account at approximately \$500,000 through this difficult period.

Q. Has Pascoag done anything else that would improve its fiscal position and rate stability?

A. M. Kirkwood The District now has EEI Master Power Purchase and Sales Agreements in place with TransCanada, NextEra Energy, Constellation Energy and Macquarie Energy. These documents improve Pascoag's position in contract negotiations, and once created, can be easily modified to include the District's other energy suppliers. The agreements streamline the negotiation process by ensuring Pascoag's credit worthiness to potential new partners. In fact, it was the use of EEI Master Agreements which allowed the competitive solicitation that resulted in the beneficial 3-year Load Following Energy deal with Constellation Energy discussed above. These EEI Masters allow the parties to transact quickly based on market conditions at the time the transactions are priced.

Additionally, Pascoag management including myself and Judy Allaire recognized early on in 2011 that revenues were inadequate to cover operating and capital costs completely. Although Pascoag has always been very prudent in its expenditures, due to the challenging two years until new rates can be put into place, I instituted a restriction on significant operating and capital expenditures so that we could more easily manage our way through this financially challenging period. We have made such

budgetary cuts only with expenditures that do not jeopardize the safety or reliability of our customers and employees.

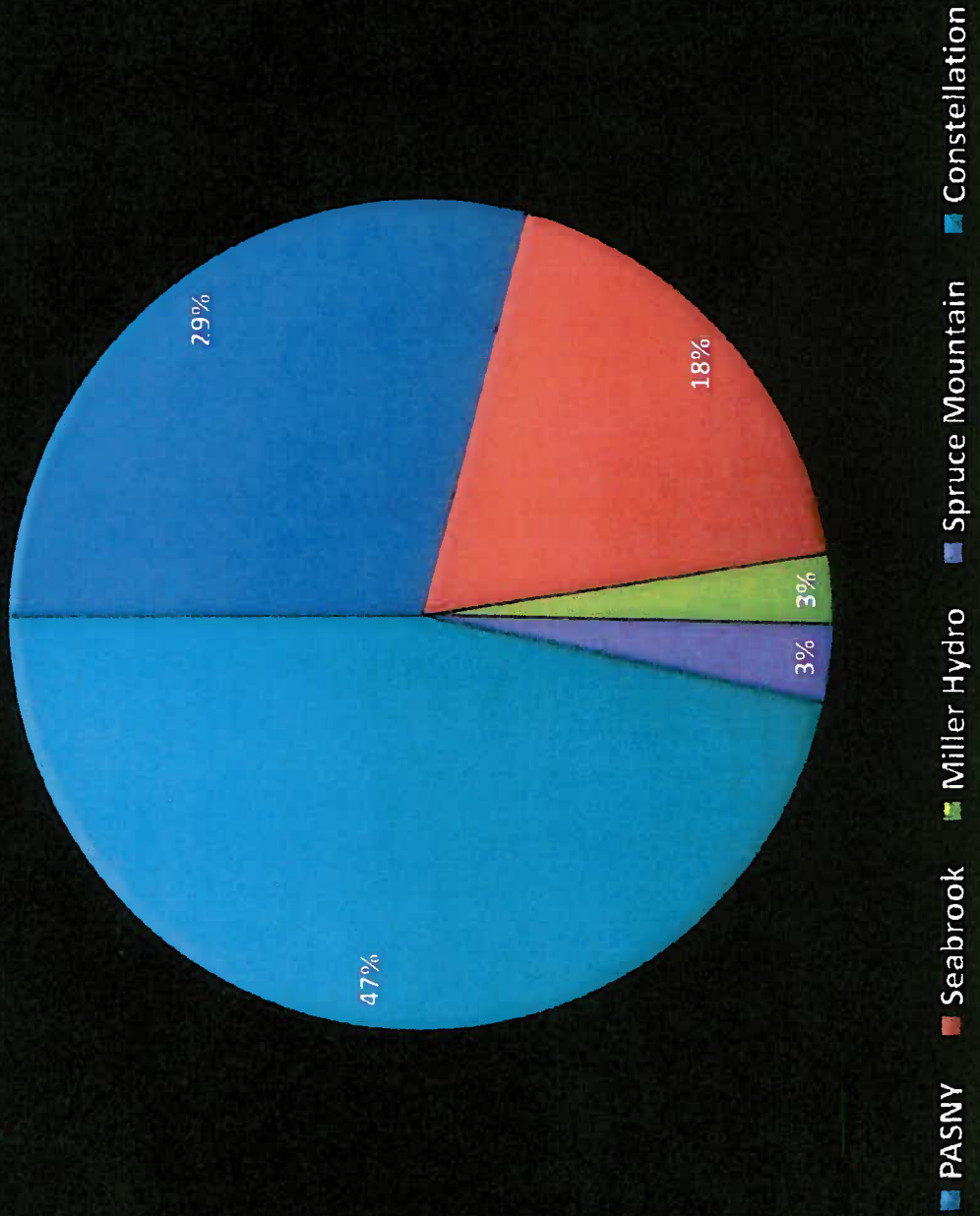
Finally by way of important information regarding Pascoag's fiscal health, on January 6, 2011, Pascoag was notified by Standard and Poor's that they had affirmed the District's "A-" credit rating based on the results of their annual review and rating performed in 2010. Pascoag has now maintained an A- rating with S&P from 2008 to the present.

Q. Does this conclude your portion of the testimony?

A. M. Kirkwood

Yes it does.

Pascoag 's 2012 Power Supply Resources



POWER PURCHASE AGREEMENT
FOR
UNIT CONTINGENT ENERGY, CAPACITY AND RENEWABLE ENERGY
CERTIFICATES
BETWEEN
PASCOAG UTILITY DISTRICT
AND
SPRUCE MOUNTAIN WIND, LLC

This POWER PURCHASE AGREEMENT (“Agreement”) is made and entered into as of October 1, 2010 (the “Effective Date”) by and between the Pascoag Utility District, having its principal place of business at Pascoag, Rhode Island, hereinafter referred to as “Buyer”, and Spruce Mountain Wind, LLC, having its principal place of business at 549 South Street, Building 19, Quincy, Massachusetts 02169, hereinafter referred to as “Seller” (Buyer and Seller are referred to herein individually as a “Party” and collectively the “Parties”).

WHEREAS, Seller owns the Facility (as defined below) and wishes to sell to Buyer a certain percent of the output of the Facility and all Contract Products (as defined below) related to such output; and

WHEREAS, Buyer serves load and wishes to purchase a certain percent of the output of the Facility and all Contract Products related to such output,

Now, therefore, in accordance with the foregoing and in consideration of the mutual promises and agreements set forth herein, Buyer agrees to purchase from Seller and Seller agrees to provide to all of the output of the Facility and all Contract Products related to such output in accordance with the following provisions.

ARTICLE 1.
DEFINITIONS

Any term that is capitalized herein but not defined below shall be defined in accordance with the definitions contained in the ISO-New England, Inc. Transmission, Markets and Services Tariff as it may hereafter be amended from time to time, or a successor set of market rules taking effect within the term of this Agreement (“ISO-NE Rules”).

- 1.01 “Buyer’s Credit Support Amount” has the meaning set forth in Article 19.2.
- 1.02 “Business Day” shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 8:00 a.m. and close at 4:00

p.m. local time for the relevant Party's principal place of business. The relevant Party, in each instance, shall be the Party from whom the notice, payment or delivery is being sent.

- 1.03 "Closing Date" shall have the meaning set forth in Article 19.1.
- 1.04 "Commercial Operation Date" shall mean the date the Seller confirms as the date of commencement of commercial operation of the Facility by letter to the Transmission Owner and ISO-NE in conformance with Attachment A to Attachment 8 of the ISO-NE Small Generator Interconnect Procedure - Schedule 23.
- 1.05 "Commercially Reasonable Efforts" shall mean a level of effort which in the exercise of prudent judgment in the light of facts or circumstances known, or which should reasonably be known, at the time a decision is made, can be expected by a reasonable person to accomplish the desired result in a manner consistent with Good Industry Practice and which takes the performing Party's interests into consideration. "Commercially Reasonable Efforts" will not be deemed to require a Party to undertake unreasonable measures or measures that have an adverse economic affect on such Party, including the payment of sums in excess of amounts that would be expended in accordance with Good Industry Practice.
- 1.06 "Commissioned" shall mean, with respect to any wind turbine, that such wind turbine has been installed and that Seller has taken all action necessary to enable the wind turbine to commence the regular delivery and sale of Contract Products to Buyer.
- 1.07 "Commissioning Deadline" means June 30, 2012, which date shall be extended on a day-for-day basis, or such longer period as may be appropriate under the circumstances, for any delay in Commissioning one or more of the wind turbines at the Facility due to Force Majeure or action or inaction on the part of Interconnecting Utility.
- 1.08 "Contract Energy Price" shall mean \$99.25 per MWh on and after the Commercial Operation Date. Prior to the Commercial Operation Date the Contract Energy Price shall mean \$89.325 per MWh.
- 1.09 "Contract Products" shall mean 2.608 percent of the products produced by the Facility or any other attribute associated with the output of the Facility, including, but not limited to Energy, Installed Capacity, Ancillary Services, Renewable Energy Certificates and Environmental Attributes.
- 1.10 "Costs" shall mean, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such Party in entering into new arrangements which replace the terminated transaction but only as the same relates specifically to this Agreement; and all reasonable attorneys' fees and expenses incurred by the Non-

Defaulting Party in connection with the termination of the transaction but only as the same relates specifically to this Agreement.

- 1.11 “Credit Rating” means the rating assigned to a Party by Moody’s or S&P for a Party’s long term unsecured debt not supported by third party credit enhancement (other than by repayment of its debt) or, if such Party does not issue long term debt, then the rating then assigned to such entity as a long-term issuer rating by Moody’s or S&P.
- 1.12 “Defaulting Party” has the meaning set forth in Article 13.1.
- 1.13 “Delivery Point” has the meaning set forth in Article 5.
- 1.14 “Due Date” has the meaning set forth in Article 9.2.
- 1.15 “Early Termination Date” has the meaning set forth in Article 13.2.
- 1.16 “Energy” shall mean the power that the Facility produces in the form of electricity measured in kilowatt hours or megawatt hours.
- 1.17 “Effective Date” means the date of execution of this Agreement.
- 1.18 “Environmental Attributes” means those attributes that are aspects, claims, characteristics or benefits associated with the generation of a quantity of electricity by the Facility, other than the electric energy produced and that are capable of being measured, verified or calculated and are documented or classified in the NEPOOL GIS during the Term of this Agreement. An Environmental Attribute may include, but is not limited to, one or more of the following identified with a particular megawatt hour of generation: the Facility’s use of a particular renewable energy source, avoided NO_x, SO_x, CO₂, greenhouse gas emissions or avoided water use (but not water rights or other rights or credits obtained pursuant to requirements of applicable law in order to site and develop the Facility itself). Environmental Attributes may or may not be included in the definition or valuation of Renewable Energy Certificates by various certification authorities for use in meeting requirements of renewable portfolio standards under their jurisdiction. Environmental Attributes do not include (i) any Installed Capacity of the Facility, or (ii) any Tax Benefits.
- 1.19 “Event of Default” shall have the meaning set forth in Article 13.1.
- 1.20 “Facility” shall mean a wind-powered electric generating facility consisting of up to ten wind turbines, each having a nameplate rating of 2 MWs, to be constructed by Seller in the Town of Woodstock, Maine.
- 1.21 “Force Majeure” shall mean any cause beyond the reasonable control of, and not the result of negligence, or the lack of due diligence of, the Party claiming suspension of performance as a result thereof. Neither economic harm to a Party nor the financial condition of a Party shall constitute Force Majeure hereunder.

Force Majeure shall include, without limitation, strike, stoppage in labor, riot, fire, flood, ice, invasion, civil war, commotion, insurrection, blockades, embargoes, sabotage, epidemics, explosions, acts of terrorism, military or usurped power, order of any court granted in any bona fide adverse legal proceeding or action (not brought by either Party), order of any civil, military or governmental authority (either de facto or de jure and including, without limitation, orders of governmental and administrative agencies which conflict with the terms of this Agreement), failure of any governmental authority to act, or material delay in any such action, including material delay attributable to the appeal of any governmental action (provided that such action has been timely requested and diligently pursued), and acts of God or public enemies. Seller shall be deemed to have suffered an event of Force Majeure due to the failure of equipment for which it is responsible for operating or maintaining if the equipment has been operated and maintained in accordance with Good Industry Practice.

- 1.22 “Generator Asset” has the meaning set forth in the ISO-NE Rules.
- 1.23 “Forced Outage” means that term as defined in the Scheduling Procedure.
- 1.24 “Good Industry Practice” shall mean the practices, methods and acts (including but not limited to the practices, methods and acts engaged in or approved by a significant portion of the electric generation industry in the operation and maintenance of generating equipment similar in size and technology to the Facility) that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with law, regulation, reliability, safety, environmental protection, economy and expedition.
- 1.25 “Information” shall mean all records, reports, communications, papers, maps, photographs, financial statements, statistical tabulations, or other documentary materials or data, regardless of physical form or characteristics, made, received or otherwise possessed by Seller pertaining to the Facility, any portion thereof, the Interconnection, or this Agreement.
- 1.26 “Interest Rate” has the meaning set forth in Article 9.2.
- 1.27 “Interconnecting Utility” shall mean the electric utility to which Energy and other Contract Products are transferred through the Interconnection.
- 1.28 “Interconnection” shall mean generator step-up transformers, primary switchgear, system protection and metering equipment owned by Seller or the Interconnecting Utility, and agreements between Seller and the Interconnecting Utility, that effect the physical transfer of Energy and other Contract Products from the Facility to the Interconnecting Utility for delivery to the Delivery Point.
- 1.29 “Intermittent Power Resource” shall have the meaning given in the ISO-NE Rules.

- 1.30 “Investment Grade Credit Rating” shall mean a Credit Rating of at least BBB- from S&P and/or a Credit Rating of at least Baa3 from Moody’s.
- 1.31 “Liabilities” means any and all liabilities, losses, fines, obligations, penalties, costs or other expenses of any kind or nature, including reasonable attorneys’, experts’ and accountants’ fees, court costs and other costs of any proceeding, incurred by a Person, whether arising from claims, demands, causes of action, litigation, lawsuits, proceedings, investigations, judgments, settlements or from any similar type of occurrence whether actual, threatened or filed and regardless of whether groundless, false or fraudulent..
- 1.32 “Leading Market Maker” shall mean a firm that is active in trading wholesale Energy in the ISO-NE market and that is commonly recognized in the industry as a leading trader of wholesale Energy at the time that a request for proposals is issued to it pursuant to Article 13.2.
- 1.33 “Lead Market Participant” shall have the meaning set forth in the ISO-NE Rules.
- 1.34 “Letter of Credit” means one or more irrevocable, transferable standby letters of credit issued by a Qualified Institution, and otherwise being in a form reasonably 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. A Letter of Credit shall be valued at zero unless it expires more than thirty (30) days after the date of valuation.
- 1.35 “Letter of Credit Default” has the meaning set forth in Articles 19.1(b).
- 1.36 “Losses” shall mean, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement, determined in a commercially reasonable manner, in accord with market value in the ISO-NE Market. Each present value calculation shall be made using as a discount rate the yield on US Treasury Bills or Bonds, as the case may be, in effect on the day the calculation is made, as identified in Bloomberg Online or as published in The Wall Street Journal.
- 1.37 “Maintenance Outage” means that term as defined in the Scheduling Procedure.
- 1.38 “Material Contract” shall, as of the Commercial Operation Date, mean any written contract, agreement, license, sublease, lease, easement, sublease, mortgage, instrument, guarantee, commitment, undertaking or other similar arrangement, whether expressed or implied, which either:
- (i) creates a right to lease, use or occupy real estate which is necessary for the operation of the Facility according to Good Industry Practice; or
 - (ii) provides rights or benefits for the Seller such that the consequences of a default under or termination of such an arrangement would reasonably

be expected to have a material adverse effect upon Seller's ability to operate the Facility according to Good Industry Practice.

- 1.39 "Monthly Contract Products Charge" has the meaning set forth in Article 4.2.
- 1.40 "Moody's" shall mean Moody's Investors Service, Inc.
- 1.41 "New Generating Capacity Resource" shall mean a type of resource participating in the Forward Capacity Market, as described in the ISO-NE Rules.
- 1.42 "Non-Defaulting Party" has the meaning set forth in Article 13.1.
- 1.43 "Other Purchasers" means the Belmont Municipal Light Department, the Braintree Electric Light Department, the Concord Municipal Light Plant, the Hingham Municipal Light Plant, the Georgetown Municipal Light Department, the Groveland Electric Light Department, the Middleton Electric Light Department, the Merrimac Municipal Light Department, the North Attleborough Electric Department, the Norwood Municipal Light Department, the Pascoag Utility District, the Rowley Municipal Light Plant, and the Wellesley Municipal Light Plant.
- 1.44 "Person" means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental entity, limited liability company, or any other entity of whatever nature..
- 1.45 "Planned Outage" means that term as defined in the Scheduling Procedure.
- 1.46 "Planned Maintenance" means maintenance of the Facility that is planned in advance and is scheduled in accordance with ISO-NE Operating Procedures as a Planned Outage or a Maintenance Outage.
- 1.47 "Qualified Capacity" shall mean the amount of capacity a resource may provide in the summer or winter in a Capacity Commitment Period, as determined in the Forward Capacity Market qualification processes.
- 1.48 "Qualified Institution" shall mean 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 Standard & Poor's Rating Group ("S&P") and A3 from Moody's Investor Service ("Moody's"), having \$10,000,000,000 in assets. The National Rural Utilities Cooperative Finance Corporation shall be considered a Qualified Institution.
- 1.49 "Received" has the meaning set forth in Article 9.2.
- 1.50 "Renewable Energy Certificates" means the certificates, which relate to each MWh of generation from the Facility, that are produced, documented or classified in the NEPOOL GIS according to their ability to meet renewable portfolio

standards requirements in any New England State or under any applicable federal program.

- 1.51 "S&P" shall mean Standard and Poor's Rating Group.
- 1.52 "Scheduling Procedure" means ISO New England Operating Procedure No. 5 - Generator and Dispatchable Asset Related Demand Maintenance and Outage Scheduling Effective Date: October 13, 2006. Revision No. 8, as in effect on the date of this Agreement.
- 1.53 "Seller's Credit Support Amount" has the meaning set forth in Article 19.1.
- 1.54 "Settlement Amount" shall have the meaning set forth in Article 13.2.
- 1.55 "Tax Benefits" means any tax benefits associated with ownership or operation of the Facility including without limitation production tax credits, investment tax credits, depreciation or any similar benefit, and any grant in lieu of any of the foregoing, including, without limitation, any grant received by Seller pursuant to section 1603 of the American Recovery and Reinvestment Act of 2009.
- 1.56 "Term of Agreement" has the meaning set forth in Article 2.3.
- 1.57 "Term of Service" has the meaning set forth in Article 2.2.
- 1.58 "Termination Payment" shall have the meaning set forth in Article 13.2.
- 1.59 "Transferred Generator Asset" has the meaning set forth in Article 4.1.
- 1.60 "Unplanned Maintenance" means all maintenance on the Facility during a Forced Outage.

ARTICLE 2. TERM OF SERVICE

2.1. Seller shall Commission at least eight of the wind turbines comprising the Facility on or before the Commissioning Deadline. Seller shall provide Buyer with a copy of each commissioning certificate for each wind turbine that it receives from the wind turbine manufacturer. Seller shall provide a copy of each such commissioning certificate to Buyer within three (3) Business Days of receipt by Seller. If Seller fails to Commission at least eight of the wind turbines comprising the Facility by the Commissioning Deadline, then Buyer shall have the right to extend the Commissioning Deadline or to terminate this Agreement without any liability whatsoever on the part of either Party, and if so terminated this Agreement shall then become null and void and of no effect whatsoever. Buyer shall notify Seller of its exercise of the foregoing right within fifteen (15) days after the Commissioning Deadline, and if Buyer fails to so notify Seller, Buyer shall be deemed to have elected to terminate this Agreement.

2.2. Term. Subject to Article 2.1 above, Seller shall commence selling the Contract Products, and Buyer shall commence purchasing the Contract Products on the date on which the first wind turbine at the Facility is Commissioned and the applicable percent of the Generator

Asset has been transferred to Buyer pursuant to Article 4.1, and Seller shall continue selling the Contract Products, and Buyer shall continue purchasing the Contract Products, from each Commissioned wind turbine at the Facility, as provided herein, through the earlier of (i) HE 2400 on the day fifteen (15) years following the Commercial Operation Date, or (ii) the date of termination pursuant to the provisions of Article 13.2 ("Term of Service").

2.3. The applicable provisions of this Agreement shall commence on the Effective Date and shall continue in effect after termination or expiration hereof to the extent necessary to provide for accountings, final billing, billing adjustments, resolution of any billing dispute, resolution of any court or administrative proceeding and payments ("Term of Agreement"). Notwithstanding anything in the Agreement to the contrary, expiration or termination of the Agreement for any reason shall not relieve either Party of any right or obligation accrued or accruing hereunder prior to such expiration or termination, and no expiration or termination of this Agreement shall affect or excuse the performance of either Party under any provision of this Agreement that by its terms survives any expiration or termination.

ARTICLE 3. TRANSACTION TYPE AND SELLER OBLIGATIONS

3.1. This Agreement is for the purchase of 2.608 percent of the Contract Products produced by the Facility or attributable to the Facility. The Facility will consist of up to ten wind turbines. Seller will notify Buyer on or before June 30, 2011 how many wind turbines will be included in the Facility.

3.2. The Parties understand and agree that as of the Effective Date Buyer has a retail load-serving obligation and that Buyer is entering into this Agreement, in part, to satisfy all or a portion of such obligation and requirement. Thus, the Parties understand and agree that Seller shall use Commercially Reasonable Efforts consistent with Good Industry Practice to maximize the availability of the Facility in order to maximize the amount of Energy, Renewable Energy Credits, and other Contract Products that Buyer will receive hereunder.

3.3. **Planned Maintenance.** Seller shall schedule and perform all Planned Maintenance in accordance with the Scheduling Procedure. Prior to performing or causing the performance of any Planned Maintenance, Seller shall notify Buyer upon the earlier of: (a) notification to ISO-NE and (ii) May 1st of each year of Planned Maintenance Seller intends to schedule for the First Future Year, and upon notification to, or from, ISO-NE of any additions or changes to the Planned Maintenance Schedule. All Planned Maintenance will be done in accordance with ISO-NE procedures for intermittent power resources.

3.4. **Forced Outage.** Seller shall use Commercially Reasonable Efforts consistent with Good Industry Practice to fully resolve any Unplanned Maintenance as quickly as possible. Seller shall notify Buyer of any Unplanned Maintenance activities as soon as reasonably possible after Seller learns of the need for such activities, but in no event later than twenty-four hours after learning of such need. Seller shall comply with the Scheduling Procedure regarding Forced Outages when performing Maintenance.

3.5. Regulatory Status. Seller shall obtain and maintain such authorizations, certificates and approvals as may be required from the Federal Energy Regulatory Commission ("FERC") as may be required for Seller to make wholesale electricity sales to Buyer at the rates and on the terms set forth under this Agreement, which Seller acknowledges is a market based rate.

3.6 Obligation to Provide Information. Seller shall provide to Buyer copies of all Information within a reasonable period of time, but in no event later than fifteen (15) days, of making or receiving Information pertaining to: (i) communications between the Seller and ISO-New England and/or the Interconnecting Utility pertaining to the Facility, any portion thereof, the Interconnection, or this Agreement; and, (ii) maintenance and/or repair pertaining to the Facility or any portion thereof or the Interconnection.

3.7 If Buyer is required to provide any Information to ISO-New England as a result of the transfer of the Generator Asset ownership to Buyer, then upon written request by Buyer, Seller shall provide such Information to Buyer within fifteen (15) days of such request. If Seller does not possess or have reasonable access to such information and/or documentation then Seller shall so notify Buyer as soon as reasonably practicable, but in no event later than fifteen (15) days after such request is made.

3.8. Capacity Qualification. At its sole expense, the Seller shall qualify the Facility for the Forward Capacity Market as a New Generating Capacity Resource that is an Intermittent Power Resource and shall maintain such qualification throughout the Term of Service. If the Buyer elects, in its sole discretion, to designate its Contract Products percentage of the Installed Capacity as self-supply for the Buyer's benefit then Seller shall use commercially reasonable efforts to comply with Buyer's election.

3.9 Adjustment for FCM Settlement. In the event that Seller and not Buyer receives payments from ISO-NE for Forward Capacity, the Monthly Contract Products Charge shall be reduced by an amount equal to percentage of Contract Products purchased by Buyer, as set forth in the definition of Contract Products, multiplied by any such payments received by Seller.

3.10. NERC Compliance. The Parties understand and agree that the Seller, and not the Buyer, shall be responsible for compliance with the North American Electric Reliability Corporation (NERC) Compliance Monitoring and Enforcement Program as such compliance relates to the Seller's obligations under this Agreement and/or ownership and/or operation of the Facility.

3.11. Lead Market Participant. The Parties understand and agree that the Seller, and not the Buyer, shall be responsible for all Lead Market Participant obligations and responsibilities.

ARTICLE 4. PURCHASE AND SALE OF CONTRACT PRODUCTS

4.1. Sale of Contract Products. Seller shall transfer or otherwise cause a transfer of percent (2.608%) ownership share of the Generator Asset representing the Facility to Buyer on or prior to the Commercial Operation Date using the ISO-NE's Asset Registration Process

("Transferred Generator Asset"). Any such transfer shall be solely for purposes of ISO New England's settlement procedures, and shall not in any way affect the legal ownership of the Facility. At the end of the Term of Service, Buyer covenants to transfer and return the Transferred Generator Asset to the Seller. In the event of early termination of this Agreement pursuant to Article 13 as a result of a Buyer committed Event of Default, the Buyer agrees and covenants to cease receiving any and all Contract Products pertaining to the Facility and further covenants to transfer and return the Transferred Generator Asset to the Seller.

4.2. Payment for Contract Products. Buyer will pay Seller each month an amount equal to the number of kilowatt-hours received by Buyer in its ISO settlement multiplied by the Contract Energy Price ("Monthly Contract Products Charge").

4.3. Seller shall use Commercially Reasonable Efforts to obtain a Capacity Supply Obligation from another resource that is qualified to provide capacity in Maine by the first day of the month that is three calendar months following the Commercial Operation Date, in an amount (in MWs) equivalent to the amount of Capacity Supply Obligation that the Unit would have received had it participated in each applicable Forward Capacity Auction ("FCA") through May 31, 2014.

4.4. Penalty for Failure to Qualify Capacity. Beginning with the fifth FCA which shall be held to establish Forward Capacity Market ("FCM") prices for the June 2014 through May 2015 period, in the event that Seller fails to qualify the Facility for the FCM in accordance with Article 3.8 of this Agreement, then until such time as the Facility becomes qualified for the FCM and Buyer receives credit or is credited by Seller, as applicable, for capacity the Monthly Contract Products Charge will be reduced by an amount equal to the product of (a) twenty-five percent (25%) of the nameplate rating of the Facility, in MW and (b) the Capacity Clearing Price from the Forward Capacity Auction in effect for the month.

ARTICLE 5. DELIVERY POINT

The Delivery Point for electric energy will be the Node as determined by ISO-New England pursuant to the Seller's interconnection study, which shall be a PTF point. Seller shall be responsible for all losses up to the Delivery Point.

ARTICLE 6. TRANSMISSION

Seller shall be responsible for all transmission arrangements and all costs associated therewith, necessary to deliver and transmit the Energy sold hereunder up to the Delivery Point. Buyer shall be responsible for all transmission arrangements, and all costs associated therewith, necessary to receive and transmit the Energy purchased hereunder from the Delivery Point to the consumption point meters registering Buyer's load including, without limitation, all costs for any Regional Network Service ("RNS") and Local Network Service ("LNS") associated with the Buyer's load.

ARTICLE 7. METERING

Electricity provided by Seller from the Facility shall be metered by Seller at the Delivery Point. Seller shall calibrate and maintain metering equipment in accordance with ISO New England standards. If at any time metering equipment associated with the Facility is found to be inaccurate by ISO New England's metering standards, Seller shall cause it to be made accurate by repair or replacement. The meter readings for the period of inaccuracy shall be adjusted by Seller to correct such inaccuracy so far as the same can be reasonably ascertained; otherwise, the inaccuracy will be deemed to have existed for one half (1/2) of the time period which elapsed between the date such equipment last tested accurate and the date that such equipment was found inaccurate. In addition to regular routine tests, which shall be made in accordance with ISO New England standards, Seller shall cause such equipment to be tested at any time upon request of and in the presence of a representative of Buyer, but in no event may Buyer request more than one test per year. If such equipment proves accurate within ISO New England's metering standards, when tested upon request of Buyer in addition to regular routine tests, the expense of such test shall be borne by Buyer.

ARTICLE 8. RENEWABLE ENERGY CERTIFICATES

8.1. Seller's Registration Obligations. The Seller shall register the Facility, as necessary, and to the extent the Facility qualifies, so that the Facility is compliant with reporting requirements related to Renewable Energy Certificates, Environmental Attributes, certification in the New England States, including but not limited to the Commonwealth of Massachusetts, or under any applicable federal program and under the Green-E certification program. Such registration shall include, but not be limited to, registering the unit so that it is compliant with NEPOOL GIS reporting requirements relative to renewable portfolio standards. The Seller shall be obligated to maintain such registrations throughout the Term of Service. The Seller shall be responsible for all initial and ongoing costs to establish and maintain such registrations pertaining to the New England States, any applicable federal program and the Green-E certification program including, but not limited to, consultant, legal or other fees or expenses incurred, but shall not be obligated to incur any cost to modify the Facility so that it complies with the requirements of such programs to the extent that such requirements change from those in existence as of the date of this Agreement. Buyer shall assist, cooperate and consult with Seller to the extent reasonably requested by Seller in all such processes at Buyer's sole expense.

8.2. Seller's Obligations with respect to Green-E Certification. Notwithstanding anything to the contrary in this Article 8, Seller's obligations hereunder with respect to registration or qualification of the Facility under the Green-E certification program shall consist solely of providing information required for such registration or qualification and shall in no event impose any certification fee obligations or any further obligations or conditions on Seller in addition to those imposed under applicable state and federal programs.

8.3. To the extent that the acts or omissions of Seller or its agent, as applicable, cause failure to deposit Renewable Energy Certificates (or Environmental Attributes, as applicable) in Buyer's NEPOOL GIS Account in an amount equal to the MWhs of Energy delivered to the

Delivery Point during such month (“Deficient REC Amount”) and the Facility qualified for such RECs or other Environmental Attributes, then Seller shall, within 30 days after written notification from Buyer, deposit in Buyer’s NEPOOL GIS Account substitute Renewable Energy Credits (or Environmental Attributes, as applicable) equal to the Deficient REC Amount. Buyer shall specify to Seller the REC Type that shall be deposited into Buyer’s NEPOOL GIS Account and Seller shall deposit such RECs (and/or Environmental Attributes, as applicable) in the Deficient REC Amount.

ARTICLE 9. BILLING AND PAYMENT

9.1. Calculation of Monthly Invoice. For each month or portion thereof during the Term of Service, and, except as otherwise expressly provided herein, Buyer shall pay to Seller an amount equal the Monthly Contract Products Charge. Pending the availability of actual data, computations by Seller of charges for the purposes of billings hereunder may be based upon estimates made by Seller. Any charges that are based upon estimates shall be trued-up as soon as practicable once actual data becomes available. Errors in arithmetic, computation, meter readings, estimating, or otherwise that affect the accuracy of a bill shall be promptly corrected in a subsequent corrected bill.

9.2. Presentation and Payment. Unless otherwise agreed to in writing by the Parties: (i) Seller shall submit an invoice to Buyer for the Monthly Contract Product Charge and the respective amounts due under the terms of this Agreement as soon as practicable after the end of each calendar month during the Term of Service; (ii) the invoice shall identify each input on the bill which is based upon an estimate, in whole or in part; (iii) invoices shall be delivered to Buyer by facsimile or by mutually agreed upon electronic means, followed up by an original invoice delivered by regular mail; (iv) all such invoices shall be due and payable in immediately available funds via wire transfer no later than the Due Date, defined as fifteen (15) Business Days after the date on which such invoice is Received; and (v) any amounts not paid by the Due Date shall be deemed delinquent and shall accrue interest from the Due Date to the date of payment at a 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” as the same may change from time to time (or if not published on such day on the most recent preceding day on which published), or any other periodical that may be agreed upon in writing from time to time, plus two percent (2%) (“Interest Rate”). For purposes of this Article 9.2, “Received” shall mean the date that the invoice is confirmed successfully delivered by telecopy, express mail or electronic communication. In the event that any Due Date falls on a weekend or a NERC holiday, such payment shall be due on the first business day thereafter. If Buyer fails to pay any amounts when due hereunder, Seller shall have the right to exercise any remedy available under this Agreement or at law or in equity to enforce payment of such amount plus interest at the Interest Rate and costs of collection, including reasonable attorney fees.

9.3. Challenge of Invoices. Unless otherwise agreed, in the event of a good faith dispute relating to the amounts set forth on any invoice, and provided that the undisputed portion of the invoice at issue is paid, then: (i) either Party may challenge, in writing, the accuracy of any original or adjusted invoice, provided that no adjustment for any invoice or payment will be made unless the challenge to the accuracy thereof was made prior to the lapse of twenty four (24)

months from the receipt thereof; (ii) if a Party does not challenge the accuracy of an original or adjusted invoice within such twenty four (24) month period, such invoice shall be binding upon that Party and shall not be subject to challenge.

9.4. **Disputed Invoice.** Within the limitation of Article 9.3, each invoice shall be subject to adjustment for true-up from estimated costs to actual costs, errors in arithmetic, computation or estimating, or adjustments related to ISO-NE settlement, or as otherwise applicable. Seller may make adjustments to any billing for a period of up to twenty four (24) months from the date of rendering of such original billing in order to reflect differences in Seller's receipt of more current data. The Parties shall use good faith efforts to resolve any billing and payment disputes promptly. Unless otherwise agreed, in case of a dispute to any portion of any invoice, only the non-disputed amount shall be paid in accordance with Article 9.2. Unless otherwise agreed, upon final determination of the invoice amount, any necessary adjustments in such invoice and the payments thereof shall be made in the invoice submitted in the month following such determination, with interest at the Interest Rate from the original Due Date of the invoice until the date of payment. Buyer's payment of an invoice (whether or not under protest) shall not affect any legal or equitable rights a Party may have to challenge the invoice within the time limitations established in Article 9.3 above.

9.5. **Monthly Payment Netting.** Except for amounts that one Party may owe to the other under Articles 13 and 19, which amounts shall not be included in any netting calculation, if Seller and Buyer are each required to pay an amount in the same month to the other, 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 waived or denied) to which such Party has or may be entitled arising from or out of this Agreement.

ARTICLE 10. TRANSFER OF TITLE

Title to, and risk of loss related to, the Contract Products delivered or received hereunder shall transfer from Seller to Buyer at the Delivery Point.

ARTICLE 11. TAXES

Seller shall pay or cause to be paid all taxes on or with respect to the sale of the Contract Products prior to the Delivery Point. Buyer shall pay or cause to be paid all taxes on or with respect to the purchase of the Contract Products at and after the Delivery Point. Payment of all other taxes which are enacted or become effective or are assessed with respect to the Contract Products after the Effective Date shall be governed by the terms of this Article 11.

Each Party shall use reasonable efforts to administer this Agreement and implement its provisions in accordance with the intent of the Parties to minimize the imposition of taxes. Buyer agrees to furnish Seller with all applicable tax exemption certificates and documentation where exemption from applicable taxes is claimed.

**ARTICLE 12.
FORCE MAJEURE**

In the event that either of the Parties should be delayed in, or prevented from performing or carrying out any of the agreements, covenants and obligations under this Agreement by reason of Force Majeure, then, during the pendency of such Force Majeure but for no longer period, the obligations of the Party affected by the event (other than the obligation to make payments then due or becoming due) shall be suspended to the extent of such Party's delay or inability to perform. Neither Party shall be liable to the other Party for, or on account of, any loss, damage, injury or expense (including consequential damages and cost of replacement power) resulting from, or arising out of any such delay or prevention from performing; provided, however, the pendency of such suspension will be of no greater scope and of no longer duration than is reasonably required by the Force Majeure, and the Party suffering such delay or prevention shall provide the other Party with written notice as soon as practicable after the occurrence of such event and shall take all reasonable efforts to mitigate the effects of such event of Force Majeure and to remove the cause(s) thereof. Neither Party shall be required by the forgoing provisions to settle a strike affecting it except when, according to its best judgment, such a settlement seems advisable. If Party claims a Force Majeure for a consecutive period of twelve (12) calendar months or longer and such Force Majeure excuses performance under a material provision of this Agreement, then, for so long as such Force Majeure is continuing, the Party not claiming a Force Majeure may terminate this Agreement and neither Party shall have any liability to the other as a result of such termination; provided, however, that if: (i) eight (8) or more wind turbines continue to be available for energy generation and (ii) the Force Majeure affects some, but not all, of the wind turbines at the Facility, such termination shall only apply to the affected wind turbines, and this Agreement shall remain in effect with respect to the unaffected eight (8) or more wind turbines.

**ARTICLE 13.
EVENTS OF DEFAULT**

13.1. Events of Default. For purposes of this Agreement, each of the following shall constitute an event of default ("Event of Default") with respect to a Party (the "Defaulting Party").

(a) Failure by the Defaulting Party to make, when due, any payment required under this Agreement if such failure is not remedied within five (5) Business Days after written notice of such failure is given by the other Party ("Non-Defaulting Party") and provided the payment is not the subject of a good faith dispute as described in Article 9.4.

(b) The Defaulting Party:

(i) makes a general assignment for the benefit of creditors;

(ii) files a petition or otherwise commences, authorizes or consents to the commencement of a proceeding, or cause of action, under any bankruptcy or similar law for the protection of creditors, or has any such petition filed or

commenced against it that is not discharged within thirty (30) days or otherwise becomes bankrupt or insolvent (however evidenced);

(iii) is found by a court of competent jurisdiction to not be generally paying its debts as such debts become due; or

(iv) admits in writing its inability to pay its debts generally as they become due.

(c) Failure by the Defaulting Party to perform any material covenant set forth in this Agreement (other than the events that are otherwise specifically covered in this Article 13.1 as a separate Event of Default), including, but not limited to compliance with Article 8, and such failure is not excused by Force Majeure or such failure continues uncured for more than thirty (30) calendar days after written notice to such Party specifying the nature of such failure; provided, however, that in the event of an Event of Default that is not reasonably capable of cure within thirty (30) days, the Defaulting Party commences to cure such Event of Default within thirty (30) calendar days and uses Commercially Reasonable Efforts to cure such Event of Default; provided, however, that such cure period shall not exceed one hundred eighty (180) days.

(d) Any representation or warranty made by the Defaulting Party in this Agreement is not true and complete in any material respect when made unless (i) the fact, circumstance or condition that is the subject of such representation or warranty is made true within thirty (30) calendar days after written notice to such Party specifying the nature of such misrepresentation, and (ii) such cure removes any adverse affect on the other Party of such fact, circumstance or condition being otherwise than as first represented.

(e) Failure of either Party to provide or maintain credit support provided as required by Article 19.

(f) The Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of law or pursuant to an agreement reasonably satisfactory to the Non-Defaulting Party.

(g) The occurrence of an uncured Letter of Credit Default.

13.2. Settlement Amount.

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the Non-Defaulting Party shall have the right to: (i) designate a day, no earlier than the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing from the Defaulting Party to the Non-Defaulting Party, if any, and to liquidate and terminate this Agreement and (ii) withhold any payments due to the Defaulting Party under this Agreement. Notwithstanding the

foregoing, the Non-Defaulting Party shall have the right to designate an Early Termination Date for this Agreement as of the date immediately preceding the institution of the relevant proceeding or the presentation of the relevant petition upon the occurrence with respect to the Defaulting Party of an Event of Default specified in Section 13.1(b). If the Non-Defaulting Party establishes an Early Termination Date, the Non-Defaulting Party shall calculate an amount equal to its Losses and Costs reduced to present value as of the Early Termination Date ("Settlement Amount"). For purposes of calculating Losses in accordance with this Article 13.2, the Non-Defaulting Party shall use the expected monthly energy output amounts shown in Appendix B in calculating the Losses attributable to Energy and Renewable Energy Certificates and shall reasonably estimate the amount of other Contract Products to be delivered and/or sold to Buyer for the remainder of the Term of Service in calculating the Losses attributable to the other Contract Products.

Notwithstanding the above language regarding the calculation of the Settlement Amount, the Non-Defaulting Party has the option of determining the Settlement Amount through the issuance of a request for proposals for the remainder of the Term of Service, which request shall be issued and processed in commercially reasonable manner. If the Non-Defaulting Party elects to issue a request for proposals to determine the Settlement Amount, then (i) the request for proposals shall only be sent to Leading Market Makers in the ISO - New England market; and (ii) the Non-Defaulting Party shall request that each such Leading Market Maker that responds to the request for proposals provide its final price on or before the date which coincides with the Early Termination Date, with such prices to be effective on the Early Termination Date. The lowest final prices of the qualified bid responses shall be used to determine the Settlement Amount for the remainder of the Term of Service. The lowest final prices of the bid responses shall be present valued for each month using the yield on US Treasury Bills or Bonds for the discount rate. If the Non-Defaulting Party elects to issue a request for proposals in order to determine the Settlement Amount, the Non-Defaulting Party shall be required to use the results of such request for proposals in making such determination and shall be required to enter into a contract as a result of the request for proposals.

The Non-Defaulting Party shall determine a single liquidated amount (the "Termination Payment") payable by the Defaulting Party to the Non-Defaulting Party by netting out from the Settlement Amount (i) any cash or other form of security then available to the Non-Defaulting Party pursuant to Article 19 and (ii) at the option of the Non-Defaulting Party (a) any amounts due to the Defaulting Party under this Agreement against (b) any amounts due to the Non-Defaulting Party under this Agreement. Notwithstanding the foregoing, all payments due and owing for the Contract Products prior to the Early Termination Date shall be made except to the extent such amounts are setoff as forth in this Article.

As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment. In no event shall a Termination Payment be due from the Non-Defaulting Party to the Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Defaulting Party within three (3) Business Days after such notice is effective. In connection with such payment, the Non-Defaulting Party shall have the right to draw on any cash or other form of security then available to the Non-Defaulting

Party pursuant to Article 19, or otherwise account therefor in a manner consistent with the calculation of the Termination Payment.

If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, nevertheless immediately pay the total Termination Payment within three (3) Business Days after receipt of the Non-Defaulting Party's notice of such amount plus any unpaid amounts owing to the Non-Defaulting Party, and, within seven (7) Business Days of receipt of such notice, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. The Non-Defaulting Party shall answer any questions, within two (2) Business Days of receiving such questions, from the Defaulting Party regarding the calculation of the Termination Payment. If the dispute is resolved in favor of the Defaulting Party, the disputed amount shall be refunded within seven (7) Business Days, with interest upon such amount, calculated at the Interest Rate from the date the Termination Payment was paid to the Non-Defaulting Party until the date upon which the refund is made.

ARTICLE 14. LIMITATION OF LIABILITY

EXCEPT AS SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

**ARTICLE 15.
INDEMNIFICATION**

15.1. Seller's Indemnity. Seller shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Buyer and its directors, officers, managers, agents, employees, and contractors (the "Buyer Indemnitees") from, against and with respect to, any and all Liabilities arising out of or relating to any third party claim or action against any Buyer Indemnitees arising of the following, except to the extent caused by the negligence or willful misconduct of a Buyer Indemnitee:

(a) any inaccuracy in any representation or breach of warranty of Seller contained in this Agreement;

(b) any failure by Seller to perform or observe, or to have performed or observed, in full, any covenant, agreement or condition to be performed or observed by it under this Agreement;

(c) the design, construction, ownership, operation and maintenance of the Facility;

(d) any actual or alleged injury or death of persons or damage to property arising in connection with Seller's operation of the Facility;

(e) any payments owing by Seller to counterparties of Seller, including any expense reimbursement or other payment obligations that Seller may have in connection with the Facility; and

(f) any liabilities arising from or relating to the Facility and the Facility site, including, but not limited to, liabilities under any applicable laws addressing health, safety and the protection of the environment.

15.2. Buyer's Indemnity. Buyer shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Seller and its directors, officers, managers, agents, employees, and shareholders (the "Seller Indemnitees") from, against and with respect to, any and all Liabilities arising out of or relating to any third party claim or action against any Seller Indemnitees arising out of the following, except to the extent caused by the negligence or willful misconduct of a Seller Indemnitee:

(a) any inaccuracy in any representation or breach of warranty of Buyer contained in this Agreement; and

(b) any failure by Buyer to perform or observe, or to have performed or observed, in full, any covenant, agreement or condition to be performed or observed by Buyer under this Agreement.

**ARTICLE 16.
ASSIGNMENT**

This Agreement shall inure to the benefit of, and shall be binding upon, the Parties hereto and their respective permitted successors and assigns. Neither Party shall assign or transfer, in whole or in part, this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign the Agreement without the other Party's consent as a transfer, pledge or assignment of its rights to receive performance under a transaction as security for any financing with financial institutions provided however, that any ultimate assignee who is charged with operation of the Facility is competent to perform the assignor's obligations under the Agreement; provided, however, that in any such case, the assignor or transferor shall remain liable for all of its obligations under the Contract.

**ARTICLE 17.
CONFIDENTIALITY**

The Parties consider the terms of this Agreement to be sensitive commercial information. Accordingly, the Parties shall not disclose the terms of this Agreement to any third party unless and to the extent required to make such disclosure by action of a court or other government authority or applicable law, provided, however, each Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to allow the other Party to seek an appropriate protective order or other remedy. The Parties shall only disclose this Agreement and other confidential information received from the other Party to (i) those of its employees, consultants, authorized representatives, and attorneys having a "need to know" in order to carry out their functions in connection with the Agreement. and (ii) to prospective lenders and investors and other prospective purchasers of energy or other products of the Facility, or Renewable Energy Certificates, which agree to maintain the confidentiality of the information disclosed. Notwithstanding the foregoing, at any time after thirty (30) days after the Effective Date, either Party may make a public announcement, or otherwise disclose, the existence and term of this Agreement, the Parties to this Agreement, and the name, location and size of the Facility.

**ARTICLE 18.
REPRESENTATIONS AND WARRANTIES**

As a material inducement to entering into this Agreement, each Party (or the Party specified, as applicable), with respect to itself, represents and warrants to the other Party as of the Effective Date:

18.1. It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement.

18.2. It has or will obtain when required all regulatory authorizations necessary for it to legally perform its obligations under this Agreement and no consents of any other Party and no act of any other governmental authority is required in connection with the execution, delivery

and performance of this Agreement other than those which it has or will obtain. In addition, Buyer warrants, with respect to this Agreement, that all acts necessary to the valid execution, delivery and performance of this Agreement, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures have or will be taken and performed as required under all relevant federal, state and local laws, ordinances or other regulations with which Buyer is obligated to comply.

18.3. Buyer represents and warrants that all persons making up the governing body of Buyer are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with all relevant federal, state and local laws, ordinances or other regulations with which Buyer is obligated to comply.

18.4. The execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms or conditions in its governing documents or any contract to which it is a Party or any law, rule, regulation, order, writ, judgment, decree or other legal or regulatory determination applicable to it.

18.5. This Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, to the discretion of the court before which proceedings to obtain same may be pending.

18.6. There are no bankruptcy, insolvency, reorganization, receivership or other proceedings pending or being contemplated by it or to its knowledge threatened against it.

18.7. Except as specified in Appendix C attached hereto, there are no suits, proceedings, judgments, rulings or orders by or before any court or any governmental authority that could materially adversely affect its ability to perform this Agreement.

18.8. Seller represents and warrants that it has the right to sell Contract Products hereunder.

18.9. Seller represents and warrants that as of the Commercial Operation Date it will be a member in good standing of the New England Power Pool.

18.10. Buyer represents and warrants that it is a member in good standing of the New England Power Pool.

18.11. Buyer represents and warrants that the Term of Agreement does not extend beyond any applicable limitation imposed by all relevant federal, state and local laws, ordinances or other regulations with which Buyer is obligated to comply or other relevant constitutional, organic or other governing documents and applicable law.

18.12. 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 in

so doing, and is capable of assessing the merits of, and understands and accepts, the terms, conditions and risks of this Agreement.

18.13. Seller represents that, as of the Commercial Operation Date, Seller will own the Facility and will have secured all necessary rights to or in any Material Contract

18.14. Buyer warrants that it has the capacity to be sued by Seller for disputes arising under this Agreement. Buyer further warrants that in any contract action brought by Seller, whether in law or equity, to enforce Buyer's obligations under this Agreement, Buyer shall not raise sovereign immunity as a defense to such contract action.

ARTICLE 19. CREDIT SUPPORT

19.1. Seller Credit Support

(a) Within five (5) Business Days after the date on which the construction financing for the Facility is closed and all conditions to disbursement of funds have been satisfied ("Closing Date"), Seller shall provide Rubin and Rudman LLP with a Letter of Credit issued by a Qualified Institution, substantially in the form attached hereto as Appendix A for the collective benefit of Buyer, and the Other Purchasers as buyers of the output from the Facility under the same terms and conditions as set forth in this Agreement. The Letter of Credit or a replacement Letter of Credit shall be maintained in the following amounts: \$2,000,000 from up to five Business Days after the Closing Date until December 31, 2012; \$1,866,667 from January 1, 2013 until December 31, 2013; \$1,733,334 from January 1, 2014 until December 31, 2014; \$1,600,001 from January 1, 2015 until December 31, 2015; \$1,466,668 from January 1, 2016 until December 31, 2016; \$1,333,335 from January 1, 2017 until December 31, 2017; \$1,200,002 from January 1, 2018 until December 31, 2018; \$1,066,669 from January 1, 2019 until December 31, 2019; \$933,336 from January 1, 2020 until December 31, 2020; \$800,003 from January 1, 2021 until December 31, 2021; \$666,670 from January 1, 2022 until December 31, 2022; \$533,337 from January 1, 2023 until December 31, 2023; \$400,004 from January 1, 2024 until December 31, 2024; \$266,671 from January 1, 2025 until the day fifteen years following the Commercial Operation Date. The amount maintained for the benefit of the Buyer shall be equal to the Contract Products percent multiplied by the applicable amount of the Letter of Credit set forth in the prior sentence ("Seller's Credit Support Amount"). The Seller shall be required to maintain the Seller's Credit Support Amount until such time as the Seller obtains an Investment Grade Credit Rating at which time the Seller's Credit Support Amount shall be cancelled and returned to the Seller. However, if at any time after the Seller obtains an Investment Grade Credit Rating, (a) the Credit Rating of Seller is lowered by S&P below BBB- and/or by Moody's below Baa3, as applicable, or (b) Seller fails to maintain a Credit Rating with at least one of S&P or Moody's and such failure is continuing, then Seller shall be required to provide the Seller's Credit Support Amount to Buyer within five (5) Business Days of a request by Buyer to be held as security for Seller's obligations under this Agreement.

(b) For purposes hereof, it shall be a "Letter of Credit Default" with respect to any Letter of Credit, upon the occurrence of any of the following events: (i) the Qualified Institution shall fail to maintain a Credit Rating of at least ("A-") by S&P and ("A3") by Moody's, (ii) the Qualified Institution 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 Qualified Institution 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 Agreement; (v) any event analogous to an event specified in Articles 13.1(b) or 13.1(c) of this Agreement shall occur with respect to the Qualified Institution; or (vi) the Seller or the Qualified Institution shall fail to cause the renewal or replacement of the Letter of Credit to the Buyer at least thirty (30) 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 Seller in accordance with the terms of this Agreement. If a Letter of Credit Default occurs, then the Party which has applied for such Letter of Credit shall have five Business Days to: (i) cure the event(s) causing the Letter of Credit Default; (ii) replace the Letter of Credit with a substitute Letter of Credit in the same amount as the Letter of Credit that is subject to the Letter of Credit Default and in a form reasonably acceptable to recipient of such Letter of Credit (either Rubin and Rudman LLP or Seller, as applicable) (for this paragraph only, "Substitute Letter of Credit"); or (iii) post Funds in the same amount as the Letter of Credit that is subject to the Letter of Credit Default. 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 Business Days after the event(s) leading to the Letter of Credit Default shall be an Event of Default under Article 13.1(g).

19.2. Buyer Credit Support.

(a) Within five (5) Business Days after the Closing Date, Buyer shall provide Seller with evidence of an Investment Grade Credit Rating pertaining to it of S&P BBB- and/or Moody's Baa3 or better. If this is not provided, then within five (5) days after the Closing Date, Buyer shall provide Seller with cash or a Letter of Credit issued by a Qualified Institution, substantially in the form attached hereto as Appendix A. The cash, Letter of Credit or a replacement Letter of Credit shall be maintained in an amount equal to the Seller's Credit Support Amount multiplied by the Contract Products percent ("Buyer's Credit Support Amount"). The Buyer shall be required to maintain the Buyer's Credit Support Amount until such time as the Buyer obtains an Investment Grade Credit Rating at which time the Buyer's Credit Support Amount shall be cancelled and returned to the Buyer if such credit support amount was provided in the form of a Letter of Credit and shall be returned to the Buyer if such credit support amount was provided in the form of cash. However, if at any time after the Buyer obtains an Investment Grade Credit Rating, (a) the Credit Rating of Buyer is lowered by S&P below BBB- and/or by Moody's below Baa3, as applicable, or (b) Buyer fails to maintain a Credit Rating with at least one of S&P or Moody's and such failure is continuing, then Buyer shall be required to provide the Buyer's Credit Support Amount to Seller within five (5) Business Days of a request by Seller to be held as security for Buyer's obligations under this Agreement.

ARTICLE 20.
OPERATIONS COMMUNICATION

Commencing on the Effective Date, the Seller shall provide to Buyer inputs, as requested, concerning the quarterly performance reports, and notification of major plant incidents, including scheduled and unscheduled outages, and operating limitations. The Seller shall meet with the Buyer at a time and place that is mutually agreed to between the Buyer and the Seller. The Seller shall not be required to meet with the Buyer more than once every six months. The Buyer shall be notified regarding any decision or issue having a material impact on the capacity, availability or dispatch of the Facility. Seller shall retain final decision authority on all matters relating to the Facility. Seller shall use commercially reasonable efforts to provide the Buyer with a non-binding day ahead forecast of hourly production on each non-holiday weekday by 10:30 EPT.

ARTICLE 21.
DISPUTE RESOLUTION

21.1. Any disputes between the Parties under this Agreement shall be referred to the senior executives of the Buyer and Seller for resolution on an informal basis as promptly as practicable (“Informal Dispute Resolution”). In the event that the senior executives are unable to resolve the dispute within thirty (30) days, or such other period as the Parties may jointly agree upon, the Parties shall be able to pursue all available legal remedies, including, but not limited to, arbitration as set forth in Article 21.2. The Parties shall not be required to engage in Informal Dispute Resolution with respect to disputes concerning Article 13 or Article 15, and may immediately pursue all available legal remedies, including, but not limited to, arbitration as set forth in Article 21.2, with respect to such disputes.

21.2. Once the Parties have satisfied the requirements of Article 21.1, then any dispute, need of interpretation, claim, counterclaim, demand, cause of action, or other controversy arising out of or relating to this Agreement or the relationship established by this Agreement, any provision hereof, the alleged breach thereof, or in any way relating to the subject matter of this Agreement, involving the Parties and/or their respective representatives (for purposes of this Article 21.2 only, collectively, the “Claims”), whether such Claims sound in contract, tort, or otherwise, at law or in equity, under state or federal law, whether provided by statute or the common law, for damages or any other relief, may, if the Parties mutually agree, be resolved by binding arbitration in accordance with this Article 21.2. Arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) as the same may be in effect from time to time to the extent not in conflict with this Article 21.2. One arbitrator shall be appointed, who shall have at least eight years’ professional experience in electrical energy-related transactions; shall not have been previously employed by either Party; and shall not have a direct or indirect interest in either Party or in the subject matter of the arbitration. The validity, construction, and interpretation of this agreement to arbitrate, and all procedural aspects of the arbitration conducted pursuant hereto shall be decided by the arbitrator. In deciding the substance of the Parties’ claims, the arbitrator shall refer to the governing law, shall permit and supervise the conduct of discovery among the Parties in accordance with the Federal Rules of Civil Procedure (unless otherwise agreed by the Parties in a particular arbitration), and shall have the authority to determine summarily any matter in dispute where there is no genuine issue of material fact and a Party is entitled to prevail as a matter of

law. The arbitrator shall have no authority to award consequential, multiple, exemplary or punitive damages of any type under any circumstances whether or not such damages may be available under state or federal law, or under the Commercial Arbitration Rules of the AAA, the Parties hereby waiving their rights, if any, to recover any such damages. The arbitration proceeding shall be conducted in Portland, Maine, or in any other mutually agreed upon location and governed by Maine law, notwithstanding any laws requiring the application of the laws of another state. To the fullest extent permitted by law, any arbitration proceeding and the arbitrator's award shall be maintained in confidence by the Parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. It is agreed that the arbitrator shall not have the power to amend or to add to this Agreement, and further that the arbitrator shall not have the authority to make rulings of law other than rulings as to the interpretation of this Agreement.

ARTICLE 22. GENERAL PROVISIONS

22.1. Waivers. Any waiver at any time by any Party of its rights with respect to the other Party or with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any other prior or subsequent default or matter.

22.2. Any notice, demand, request, consent, approval, confirmation, communication, or statement which is required or permitted under this Agreement, shall be in writing, except as otherwise provided, and shall be given or delivered by personal service, telecopy, telegram, Federal Express or comparable overnight delivery service, or by deposit in any United States Post Office, postage prepaid, by registered or certified mail, addressed to the Party at the address set forth below. Changes in such address shall be made by notice similarly given.

Notices to Buyer shall be sent to:

Pascoag Utility District
253 Pascoag Main Street
PO Box 854
Pascoag, RI
02859
Attn. General Manager: Theodore G. Garille
Phone: (401) 568-6222
Fax: (401) 568-0066
Email: tgarille@pud-ri.org

With a copy to:

Energy New England LLC
100 Foxborough Boulevard, Suite 110
Foxborough, MA 02035
Attn. Timothy Hebert
Phone: (508) 698-1219
Fax: (508) 698-0222

Email: Thebert@energynewengland.com ; accounting@energynewengland.com

Notices to Seller shall be sent to:

Spruce Mountain Wind, LLC
549 South Street, Building 19
Quincy, MA 02169
Attn: Andrew Goldberg
Phone: 617-503-5640
Fax: 617-890-0606
Email: agoldberg@patriotrenewables.com

With a copy to:

Spruce Mountain Wind, LLC
549 South Street, Building 19
Quincy, MA 02169
Attn: Todd Presson
Phone: 617-503-5435
Fax: 617-890-0606
Email: tpresson@patriotrenewables.com

Notices shall be deemed to have been received, and shall be effective, upon receipt. Notices of changes of address by either Party shall be made in writing no later than ten (10) days prior to the effective date of such change; provided, however, that any failure hereof shall not be deemed an event of default or other grounds for termination of the Agreement.

22.3. **Governing Law and Waiver of Jury Trial.** All disputes arising out of the performance or non-performance under this Agreement shall be construed in accordance with the laws of the State of Maine, notwithstanding any laws requiring the application of the laws of another state. Each Party agrees to waive all rights to a trial by jury in the event of litigation to resolve any disputes hereunder.

22.4. **Headings Not to Affect Meaning.** The descriptive headings used for the various Articles and sections herein have been inserted for convenience and reference only and shall in no way affect the meaning or interpretation, or modify or restrict any of the terms and provisions hereof.

22.5. **No Consent to Violation of Law.** Nothing contained herein shall be construed to constitute consent or acquiescence by either Party to any action of the other Party which violates the laws of the United States as those provisions may be amended, supplemented or superseded, or which violates any other law or regulation, or any order, judgment or decree of any court or governmental authority of competent jurisdiction.

22.6. No Dedication of Facilities. Any undertakings or commitments by one Party to the other Party under this Agreement shall not constitute the dedication of the system or any portion thereof of any Party to the public or to the other Party.

22.7. Relationship to the Parties. Nothing contained in this Agreement shall be construed to create an association, joint venture, partnership or any other type of entity or relationship between Seller and Buyer, or between either or both of them and any other Party.

22.8. Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto, and nothing therein will be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a Party hereto.

22.9. Entire Agreement. This Agreement and the attached appendices constitute the entire agreement between the Parties and parol or extrinsic evidence shall not be used to vary or contradict the express terms of this Agreement.

22.10. Records. The Parties shall keep (or as necessary cause to be kept by their respective agents) for a period of at least two (2) years such records as may be needed to afford a clear history of all deliveries of Energy pursuant to this Agreement. For any matters in dispute, the Parties shall keep the records related to such matters until the dispute is ended. In maintaining or causing to be maintained such records, the Parties shall effect such segregation and allocation as may be needed to properly bill delivery of Energy pursuant to this Agreement.

22.11. Audit. Not more than once each calendar quarter, each Party or any third party representative of a Party shall have the right, at its sole expense, to examine the records of the other Party relating to this Agreement during normal business hours upon reasonable notice to the extent necessary to verify any invoice or amounts due and payable pursuant to this Agreement.

22.12. Amendment. This Agreement shall be amended or modified only by the mutual written agreement of both Seller and Buyer.

22.13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

22.14. Forward Contract. The Parties acknowledge and agree that this Agreement is a "forward contract" within the meaning of the Bankruptcy Code, and that the Parties are acting as "forward contract merchants" by entering into the Agreement.

22.15. Material Adverse Change. If the federal government, the State of Rhode Island, or ISO-New England, Inc. adopts, enacts, or otherwise imposes a new law, rule or regulation which either makes a Party's performance under this Agreement unlawful, or makes this Agreement unenforceable and such governmental action does not constitute a Force Majeure event under Article 12 of this Agreement, the Parties shall negotiate in good faith to amend the terms of this Agreement and to determine the appropriate changes, if any, so that the Party affected by such change in law or regulation is able to lawfully perform its obligations without materially adversely affecting the financial benefit hereunder to the other Party. If the Parties are unable to

reach agreement on such an amendment, then the Parties may pursue any legal or equitable remedies that may be available.

22.16. Severability. In the event that any provision of this Agreement is deemed unlawful or unenforceable, the remaining provisions shall remain in full force and effect; provided that (1) the material purpose thereof can be lawfully effectuated; and (2) the economics underlying this Agreement remain substantially the same.

22.17. Further Assurances. Buyer acknowledges that Seller intends to finance the acquisition and construction of the Facility, and may in the future refinance such financing, with funds to be provided, in whole or in part, by lenders and equity investors, some or all of which are yet to be identified. As reasonably necessary to accommodate such financing or refinancing, Buyer shall provide such information and documentation as may be reasonably requested by any actual or prospective lender or equity investor, including (i) financial statements, and evidence of authority and incumbency of persons executing this Agreement; (ii) a certificate from the manager or an officer confirming the enforceability of this Agreement against Buyer and the accuracy of the representations of Buyer set forth in Sections 18.1 through 18.5, 18.10 and 18.11, and addressing such other matters as may be reasonably requested by any such actual or prospective lender or equity investor, (iii) a consent to the collateral assignment of this Agreement to any such actual or prospective lender or equity investor containing such terms and provisions as may be reasonably requested by such actual or prospective lender or equity investor, including a right to cure Seller defaults provided such consent does not impair or diminish Buyer's rights hereunder, and (iv) any other consents, estoppel certificates or other documents reasonably required in connection with the financing of the Facility provided such other consents, estoppel certificates or other documents do not impair or diminish Buyer's rights hereunder. Seller shall reimburse Buyer for its legal fees resulting from compliance with this Section 22.17.

22.18. Bankruptcy Code References. The payment of the Settlement Amount constitutes a "margin payment", and the Termination Payment constitutes a "settlement payment" and/or a "transfer" under the Bankruptcy Code and for purposes of determining the Termination Payment by the Non-Defaulting Party, the netting out from the Settlement Amount of the Buyer's or Seller's Letter of Credit, as applicable, held by the Non-Defaulting Party under Article 19 herein shall constitute a "setoff or net out of termination values or payment amounts" under the Bankruptcy Code. "Bankruptcy Code" shall mean the U.S. Bankruptcy Code, 11 U.S.C. Sec. 101 et. Seq., as such may be amended from time to time.

ARTICLE 23.
COMMISSION REVIEW

(a) Neither Party shall seek to change or amend this Agreement in any way through making application to the Maine Public Utilities Commission or the Federal Energy Regulatory Commission (or to any other government agency or authority), and this Agreement shall not be subject to change through unilateral application by either Party under Sections 205 and 206 of the Federal Power Act (or pursuant to any other provision of law). Each Party hereby irrevocably waives the right to seek any change or to support any application or complaint or other legislative, judicial or regulatory action made seeking a change in the rates or a change in the terms and conditions of this Agreement, absent the mutual agreement of the Parties.

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

Agreed to as of the date set forth above.

SELLER
SPRUCE MOUNTAIN WIND, LLC

BUYER
Pascoag Utility District

By: _____
Name: Jay M. Cashman
Title:

By: _____
Name: Theodore G. Garille
Title: General Manager

Henry Hub Natural Gas Price

per million Btu

- Historical spot price
- STEO price forecast
- NYMEX futures price
- 95% NYMEX futures price upper confidence interval
- 95% NYMEX futures price lower confidence interval

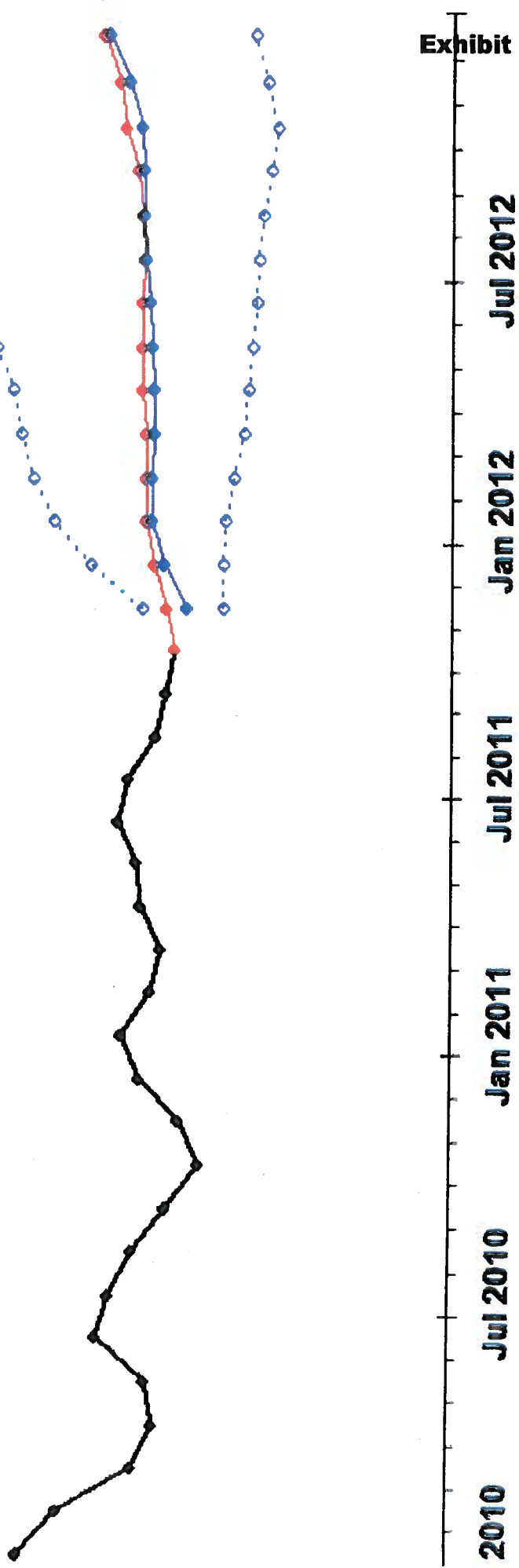


Exhibit 3-MRK

95% Confidence interval derived from options market information for the 5 trading days ending October 5, 2011. Intervals not calculated for months with sparse trading in "near-the-money" options contracts

Short-Term Energy Outlook, October 2011



Confirmation Letter

This Confirmation (the "Confirmation") shall confirm the agreement reached on May 11, 2011 (the "Trade Date") between Constellation Energy Commodities Group, Inc. ("Constellation") and Pascoag Utility District, Rhode Island ("Pascoag"), (each individually a "Party" and collectively the "Parties") regarding the purchase and sale of Load Following Energy, as more fully set forth herein. This Confirmation is being provided pursuant to and in accordance with the EPC Master Power Purchase and Sale Agreement dated as of November 8, 2010 (the "Master Agreement") between Constellation and Pascoag and constitutes part of and is subject to the terms and provisions of such Master Agreement.

1. **Definitions.** Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement. In the event of a conflict between the terms of the Master Agreement and this Confirmation, the terms contained in this Confirmation shall control. In addition to the foregoing, the following terms shall have the meanings set forth herein.

1.1 "2x16 Energy" shall be Energy scheduled during 2x16 Hours.

1.2 "2x16 Hours" shall mean the hours beginning on 11/0800 through and including 11/2300 EPT on Saturday, Sunday and NERC Holidays.

1.3 "Confirmation" shall have the meaning given such term in the first paragraph of this Confirmation.

1.4 "Constellation Estimated Load" shall have the meaning set forth in Section 3.3.

1.5 "Delivery Point" shall have the meaning set forth in Section 4 hereof.

1.6 "EPT" shall mean Eastern Prevailing Time, which shall be the local time in New York City on the date of determination.

1.7 "Hr." shall mean hour ending.

1.8 "Hedged Percentage" shall mean one hundred percent (100%) in calendar year 2012, eighty percent (80%) in calendar year 2013 and seventy-five percent (75%) in calendar year 2014 of the gross hourly energy requirements of Pascoag's ratepayers located in Pascoag's service territory as of the Trade Date.

1.9 "ISO-NE" means ISO-New England Inc. and its successors and assigns.

1.10 "IBI Container" shall mean the form of electronic contract submittal, as implemented by the ISO-NE Market System effective March 1, 2003, that only requires Pascoag to confirm the general parameters of the IBI and not the hourly schedules of Energy delivery.

1.11 "Load" means the Energy that Constellation shall make available to Pascoag hourly in order to serve the Hedged Percentage, as represented by the RTO of the Pascoag Load Asset, as measured at the interconnection point of Pascoag's system with National Grid, less the Pascoag fixed Volumes. Load shall not include any capacity, ancillary services

obligations, or renewable portfolio standards. In addition, and notwithstanding anything to the contrary in the Confirmation, Load shall not include any Energy requirements related to (i) any wholesale or aggregation transaction to which Pascoag is a Party; (ii) any acquisition, annexation, merger, joint venture, partnership, or other similar transaction that Pascoag may undertake; or (iii) the addition of any single customer of Pascoag whose peak load in any single hour is greater than 1 MW. To the extent that Pascoag does incur such an additional load obligation because of the occurrence of one or more of the events contemplated in the prior sentence, Constellation and Pascoag agree to meet to discuss whether changes may be made to this Confirmation to address how Pascoag's additional load obligation can be met under this Confirmation; provided however, neither Party shall be required to accept a change with which it, in its sole judgment, disagrees.

1.12 "Load Cap" shall mean 14 MW.

1.13 "Load Following Energy" shall mean that Constellation shall provide Energy to Pascoag to serve the Load by scheduling an amount of Energy during On-Peak Hours, Off-Peak Hours and 2x16 Hours on the day after each Operating Day that is equal to the amount of Load for each hour of such Operating Day.

1.14 "Master Agreement" shall have the meaning given such term in the first paragraph of this Confirmation.

1.15 "MW" shall mean megawatts.

1.16 "NERC" shall mean the North American Electric Reliability Corporation, including with any successors thereto.

1.17 "Operating Day" means the calendar day period beginning at 11E 0100 EPT for which transactions in the New England Markets are scheduled.

1.18 "On-Peak Energy" shall be Energy scheduled during On-Peak Hours.

1.19 "On-Peak Hours" shall mean the hours beginning on 11E 0800 EPT through and including 11E 2300 EPT each day during the Term except Saturday, Sunday and any holiday designated by NERC.

1.20 "Off-Peak Energy" shall be Energy scheduled during Off-Peak Hours.

1.21 "Off-Peak Hours" shall be those hours beginning on 11E 2400 EPT through and including 11E 0700 EPT each day during the Term and shall include Saturday, Sunday and any holiday designated by NERC.

1.22 "Pascoag Fixed Volumes" shall mean the volumes, in megawatts, set forth on Schedule 1 hereto for On-Peak Energy, Off-Peak Energy and 2x16 Energy.

1.23 "Pascoag Load Quantity" shall have the meaning set forth in Section 3.2 hereof.

1.24 "Purchase Price" shall have the meaning set forth in Section 5 hereof.

1.25 "RTLO" shall mean the Real Time Load Obligation, as defined by the ISO-NE Rules.

1.26 "Term" shall have the meaning set forth in Section 2 hereof.

2. Term. Constellation's obligation to schedule and sell Energy, as defined in this Confirmation, and Pascoag's obligation to confirm and pay for Energy shall become effective on HE 0100 EPT, on January 1, 2012 and shall remain in effect through HE 2400 EPT, on December 31, 2014 (the "Term") unless earlier terminated pursuant to this Confirmation ("Term of Service"); provided that the applicable provisions of this Confirmation shall continue in effect after termination or expiration hereof to the extent necessary to provide for accountings, final billing, billing adjustments, resolution of any billing dispute, resolution of any court or administrative proceeding and payments.

3. Purchase and Sale of Load Following Energy.

3.1 Load Following Energy. During the Term, Constellation shall schedule and sell and Pascoag shall confirm and purchase Load Following Energy at the Delivery Point at the price set forth on Exhibit A for On-Peak Hours, Off-Peak Hours and 2x16 Hours, all as more fully set forth in this Confirmation.

3.2 Load Asset. Pascoag has established a Load Asset in the ISO-NE Market System, with such Load Asset being designated as Load Asset #159 (the "Pascoag Load Asset"). The Pascoag Load Asset includes transmission and distribution losses from the ISO-NE Pool Transmission Facilities (as defined in the ISO-NE Rules) to the retail meters for Pascoag's retail customers and shall be used to determine the Load. Pascoag shall report, or cause to be reported, the quantity of Load to ISO-NE (the "Pascoag Load Quantity") and to Seller in accordance with ISO-NE Rules. Pascoag shall confirm or cause the confirmation of the scheduling of Energy by Constellation in accordance with ISO-NE Rules.

3.3 Scheduling of Energy. Constellation shall schedule Load Following Energy to Pascoag in accordance with Section 3.3.1. If Constellation does not know the actual amount of the RTLO in time to schedule the Energy on the day after the Operating Day, Constellation shall schedule an estimated amount of Energy that reasonably approximates Pascoag's RTLO based upon information available to it at the time of scheduling (the "Constellation Estimated Load"). If Pascoag's actual Load differs from the Constellation Estimated Load, Constellation and Pascoag shall settle such difference in accordance with Section 3.3.2. All Energy scheduled on the day after the Operating Day shall be scheduled at the Day-Ahead Locational Marginal Price for the Delivery Point for the hour that the Energy was consumed. Unless the Parties agree otherwise, Constellation shall schedule Energy by submitting one IBT Container for such Operating Day.

3.3.1 Load Calculation. Constellation shall calculate the amount of Load for each hour of each Operating Day according to the following formula: provided, however, if during any hour, the result of subtracting the Pascoag Fixed Volumes

from the product of the Pascoag Load Quantity and the Hedged Percentage is negative then Seller shall sell 0.0 MW to Pascoag and Pascoag shall purchase 0.0 MW from Seller during such hour(s):

Load = (Pascoag Load Quantity * (Hedged Percentage) - Pascoag Fixed Volumes

3.3.2 Settlement of Constellation Estimated Load. In the event that Constellation schedules an amount of Energy that is different than the amount of Load in any hour on an Operating Day, Constellation shall credit or charge Pascoag an amount equal to the product of (i) the hourly difference obtained by subtracting the amount of Energy scheduled and confirmed, if any, from the Load in such hour, and (ii) the Day Ahead Locational Marginal Price at the Delivery Point for such hour, as determined by ISO-NE in accordance with the ISO-NE Rules for the hours when Constellation over-scheduled or under-scheduled the Load hereunder. If the foregoing product is negative, such amounts shall be a charge to Pascoag and if such amount is positive, such amount shall be a credit to Pascoag.

3.4 Sales for Resale. Notwithstanding anything to the contrary in this Confirmation, all sales of Energy hereunder shall be sales for resale and Pascoag shall continue to be responsible for furnishing retail service to its retail customers in accordance with applicable Laws and requirements, at its sole cost and expense. For the avoidance of doubt, Pascoag shall bear all administrative costs associated with retail service, including, but not limited to billing, customer service, and meter reading.

4. Delivery Point. Constellation shall schedule all deliveries of Energy to the Massachusetts Trading Hub (ISO-NE Node #4000) (the "Delivery Point"). Constellation shall bear all costs and losses of supplying Energy hereunder to the Delivery Point and Pascoag shall bear all costs and losses at and after the Delivery Point. Title to all Energy shall pass at the Delivery Point.

5. Purchase Price. Pascoag shall pay Constellation, each month during the term, an amount equal to the product of the Load delivered pursuant to the calculation in Section 3.3.1 and the price set forth on Exhibit A for such month (the "Purchase Price"). The Purchase Price shall not be subject to adjustment or change except as set forth herein.

6. Load Growth.

6.1 Changes in Service Territory; Additional Customers; Load Cap. Notwithstanding anything to the contrary in this Confirmation, Constellation shall not be obligated to schedule and deliver Load Following Energy for any changes to the Load resulting from any excess Load over the Load Cap. To the extent that Pascoag does incur such an additional load obligation in excess of the Load Cap, Constellation and Pascoag agree to meet to discuss whether changes may be made to this Confirmation to address how Pascoag's additional load obligation can be met under this Confirmation; provided however, neither Constellation nor Pascoag shall be required to accept a change with which it, in its sole judgment, disagrees.

6.2 Involuntary Demand Response. If Pascoag becomes subject to any load interruption or demand-side management program (collectively, "DR Programs") imposed by

applicable law or ISO-NE that affects Pascoag's Load then Pascoag shall provide Constellation with the earlier of (i) sixty (60) days or (ii), in the event that such DR Programs are implemented in less than 60 days, as soon as practicable, advance written notice of such requirements and provide a description of such DR Program in reasonable detail. Constellation and Pascoag agree to meet to discuss whether changes may be made to the prices set forth in Exhibit A; provided however, neither Party shall be required to accept a change with which it, in its sole judgment, disagrees. In the event that Pascoag and Constellation cannot agree to such changes, then either Party may terminate this Confirmation upon 45 days' prior written notice without any further action.

6.3 Voluntary Demand Response. Prior to Pascoag instituting any DR Program, Pascoag will provide at least 60 days advance written notice to Constellation of such DR Program and a description of such DR Program in reasonable detail. In addition, (i) if such DR Program would reduce Load by more than 1 MWs in any hour, whether alone or aggregated with other DR Programs, or (ii) Pascoag implements DR Programs such that the total entitlement associated therewith is greater than 100 hours per calendar year, then Constellation and Pascoag agree to meet to discuss whether changes should be made to the prices set forth in Exhibit A and if so the actual changes. If the Parties are unable to agree then Constellation may terminate this Confirmation upon 30 days' prior written notice. For clarity, the foregoing shall not apply to any DR Program implemented directly by any of Pascoag's customers.

[Signature page contained on next page]

Agreed to as of the date set forth above.

CONSTELLATION ENERGY
COMMODITIES GROUP, INC.

PASCOAG UTILITY DISTRICT, RHODE
ISLAND

MP

By: Brian P. Wright
By: Brian P. Wright
Its: Controller

Michael Kirkwood
By: Michael Kirkwood
Its: General Manager / CEO

SCHEDULE I

Fixed Volumes

Pascoag's "FIXED" Supply Volumes for 2012/2013/2014			
Month	On-Peak	Off-Peak	2x16
January	3.564	3.414	3.564
February	3.571	3.441	3.591
March	3.573	3.453	3.603
April	3.622	3.482	3.632
May	3.563	3.423	3.573
June	3.461	3.321	3.471
July	3.398	3.248	3.398
August	3.383	3.253	3.403
September	3.404	3.274	3.424
October	3.500	3.350	3.500
November	3.550	3.420	3.570
December	3.585	3.435	3.585

EXHIBIT A

Pricing

Monthly Pricing for 2012/2013/2014			
Month	On-Peak	Off-Peak	2x16
January	\$59.90	\$59.90	\$59.90
February	\$59.90	\$59.90	\$59.90
March	\$59.90	\$59.90	\$59.90
April	\$59.90	\$59.90	\$59.90
May	\$59.90	\$59.90	\$59.90
June	\$59.90	\$59.90	\$59.90
July	\$59.90	\$59.90	\$59.90
August	\$59.90	\$59.90	\$59.90
September	\$59.90	\$59.90	\$59.90
October	\$59.90	\$59.90	\$59.90
November	\$59.90	\$59.90	\$59.90
December	\$59.90	\$59.90	\$59.90



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Testimony and Exhibits of Judith R. Allaire

Prefiled Testimony of Judith R. Allaire

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Testimony Exhibit 2-JRA	Peak Demand Summary
Testimony Exhibit 3-JRA	MMWEC Surplus Funds
Testimony Exhibit 4-JRA	Reconciliation of Forecast to Actual
Testimony Exhibit 5-JRA	2012 Budget Assumptions
Testimony Exhibit 6-JRA	Summary of Purchased Power Restricted Fund
Testimony Exhibit 7-JRA	Data Requests and Responses
Testimony Exhibit 8-JRA	Summary of Restricted Fund – Debt and Capital Projects
Testimony Exhibit 9-JRA	Summary of Accounts Payable and Accounts Receivable
Testimony Exhibit 10-JRA	Cash Flow Summary
Testimony Exhibit 11-JRA	Anticipated Schedule of Events – Cost of Service

Testimony of Judith R. Allaire, Assistant General Manager

Q. Please provide a summary of the actual reconciliation of factors for the period ending December 31, 2011.

A. As of the filing date, this submittal contains actual expenses and revenue through September 2011. The fourth quarter (October through December) is based on revised estimates provided by Energy New England ("ENE"). Table 1, below, outlines the adjustments to the fourth quarter:

	<u>Table 1</u> <u>Fourth Quarter 2011 Budget Assumptions</u>	
<u>MWH</u>	<u>Total Costs</u>	<u>\$/MWH</u>
13,746	Original Budget \$1,389,460	\$101.08
13,746	Revised Budget <u>\$1,377,625</u>	\$100.22
	Total Decrease (\$ 11,835)	
	<u>Details of Decrease</u>	
Adjustments to Spruce Mtn. Energy	Removed October generation	(\$15,263)
Adjustments to Seabrook		
October - December	Reduced price to \$9/MWH from \$9.59/MWH	
October	Reduced October's capacity to 50% due to unscheduled outage	(\$ 6,001)
Adjust ENE fee	From \$6,200/month to \$6,386/month	\$ 558
Adjust National Grid	DAF from \$9,510/month to \$6,590/month	(\$ 8,760)
Increase Purchases	From ISO spot market	\$ 14,316
Increase Purchases	From BELD	\$ 3,314
Total Adjustments		(\$11,836)

Based on these adjustments, the projected reconciliation at December 31, 2011 is estimated to be an over collection of \$393,002. For a summary of this over collection, please see ***Testimony Exhibit 1-JRA***. This does not include the \$200,000 that Pascoag encumbered at year-end 2010. At that time, Commission approved Pascoag's request to put \$200,000 of last year's over collection in its Purchased Power Restricted Fund Account ("PPRF") to be used for Pascoag's participation in a Special Purpose

Entity ("SPE") Project with several other public power systems investigating the feasibility of purchasing output from a generating plant located in Northern Massachusetts. In the event that project did not go forward, Pascoag agreed that those funds would be used to stabilize customer fuel rates in the future. Later in this testimony, and in the testimony of Mr. Kirkwood, these encumbered funds will be addressed. Table 2 details the expected over collection:

<u>Table 2</u>	Forecast at December 31, 2011
SOS	\$251,435
Transition	\$ 22,983
Transmission	\$118,584
Total (See Schedule C1 – C4, Book 2)	\$393,002 (Forecast based on actual expenses through September and Fourth Quarter Estimates)

Q. Will Pascoag be able to provide an update on the actual expenses at, or prior to, the hearing?

A. Yes. All of the October power invoices should be received by November 30, 2011, so Pascoag will be able to provide actual October expenses and revenues shortly after that date. The District will provide an addendum to this filing incorporating that information.

When November and December invoices are received and recorded, Pascoag will provide this information to Division in its required monthly updates.

Q. Can you provide a brief overview of any items that impacted this filing that would have contributed to the over collection?

A. As in past years, NYPA interruptible energy proves to be beneficial to Pascoag's customers. In 2011, Pascoag received interruptible energy each month through September. We expect this trend to continue for the last quarter of the year. Although this has been a trend, forecasting this entitlement in 2012 continues on the conservative side.

In 2011, sales to customers were higher than forecast, resulting in higher revenue. In July, Pascoag hit a new all time peak – almost 12.8 MW's. This is up from last year's peak demand of 12.3 MW's. This is due in part to the higher than normal temperatures during that month. *Testimony Exhibit 2-JRA*, attached with this filing, is the summary of peak demand activity

Pascoag continues to use a three-year average for its forecast of sales to customers. This tends to "even out" any high or low periods of consumption.

The MMWEC Excess Fund Surplus Credit for 2010/2011 was \$95,157. This was spread over an eleven month payback period and resulted in a monthly credit on the Project 6 invoice of \$8,650. For 2011/2012, the Surplus Fund credit is expected to be \$77,690. This year, MMWEC changed its payback period to ten months. Beginning in August 2011, and continuing through May 2012, that monthly credit will be \$7,769. A summary of the MMWEC Surplus Fund credit is attached as *Testimony Exhibit 3-JRA*.

In addition, Pascoag's actual purchase power costs are lower than in ENE's 2011 original and revised forecast. This is highlighted below in Table 3. This reduced the cost per MWH from \$101.14 in the forecast to \$97.63 per MWH for the actual reconciliation.

<u>Table 3</u>	Purchase Power Expense	Difference
2011 Actual Cost	\$5,454,015	
2011 Original Forecast	\$5,593,165	(\$139,150)
2011 Revised Fourth Quarter Forecast	\$5,581,330	(\$127,315)

All of these items impact the over collection at year-end 2011. *Testimony Exhibit 4-JRA* is the Reconciliation of Forecast to Actual.

Q. Please provide forecast power and transmission expense for 2012, as well as the assumptions to calculate the forecast.

A. The 2012 forecast contains several budget assumptions. The 2012 forecast is for a total of \$5,175,971, or approximately \$417,000 lower than 2011's original forecast. The largest contributor to this reduction is a new load-following product from Constellation that replaces the Dominion and Braintree Electric Light Department ("BELD") contracts. Mr. Kirkwood will address the details of this new three-year contract, but briefly, it allows Pascoag to purchase only the energy that it needs – the amount is dependent on Pascoag's power requirements.

The major items contributing to the decreased budget are summarized below:

1. Adjustments to NYPA Demand Rate and Capacity Factor;
2. Adjustments to Seabrook in Fixed Costs, Capacity Factor, and Surplus Fund Credit;
3. Adjustment in ENE's monthly Fee
4. Replacement of the 3 MW around-the-clock purchase from Dominion @ \$79.50 and BELD Peaking Load @ \$59 with the Balancing Purchase from Constellation at \$59.90;
5. The new wind entitlement – Spruce Mountain for the full year in 2012;
6. Increases to ISO for off-peak power;
7. Adjustments to ISO expenses;
8. Adjustments to OATT RNS to \$5.94/kW-mo for January – May and forecast \$6.65/kW-mo for July – December;
9. And, a reduction in National Grid's DAF charges.

These items are detailed in *Testimony Exhibit 5-JRA, "2012 Budget Assumptions"*.

Q. Please update the Commission on Pascoag's PPRF.

A. In December 2009, Commission approved Pascoag's request to increase its PPRF to \$500,000. Pascoag complied with that order in January 2010, when it transferred \$200,000 from the cumulative over collection into the PPRF account.

In December 2010, Commission approved Pascoag's request to retain \$200,000 from the over collection and to hold it in abeyance in the PPRF for use if the Special Purpose Entity Project went forward. If that project did not come to fruition, Pascoag agreed that those funds would be used to offset future rate increases. That brought the balance in the PPRF to \$699,276.

In April 2011, Pascoag transferred \$100,000 from the PPRF to its operating account to meet outstanding power bills. This was done with Division's review and consent. In May, the District replaced \$50,000; in October \$30,000 was transferred back to the PPRF; and by December, the District will complete the reimbursement. A summary of activity to the PPRF account is included as *Testimony Exhibit 6-JRA*.

This account, as well as the Restricted Fund for Capital Projects and Debt Service, had a maturity date of October 31, 2011. After reviewing various options, including long and short term investments, District management decided to roll over both accounts into another eighteen-month Repurchase Agreement. Interest rate for the new eighteen-month period is .8%. This is the best interest rate Pascoag could negotiate – a thirty-day roll over would offer .55%. These Repurchase Agreements are fully collateralized. Pascoag has ready access to both these accounts, both for deposits and withdrawals as necessary.

Q. Please provide an update on the District's Restricted Fund for Capital Projects and Debt Service, and update the Commission on Pascoag's request to only partially fund this account in 2011 and 2012.

A. For the first time since its inception in 2004, Pascoag realized that in 2011 it would not be able to fund this account with the annual mandated amount of \$376,000. In September, Pascoag requested that Commission waive its order requiring this annual funding. The District believed that doing this earlier in the year, rather than at the hearing, would give all parties the opportunity to review the issue.

To-date in 2011, Pascoag has funded \$185,000. It was Pascoag's request that this be capped as the amended limit for 2011. Looking forward to 2012, Pascoag reduced its Capital Projects budget to a level of \$62,500, and requested that that be the required funding limit for the Restricted Fund in that year.

Pascoag responded to data requests by both Commission and Division on this request, and they are included as *Testimony Exhibit 7-JRA "Data Requests"*.

A summary of activity in the Restricted Fund Account – Capital Projects and Debt Service is included as *Testimony Exhibit 8-JRA*.

Q. Does Pascoag have any other issues that impact its financial position? And, if so, how does the District plan to address these issues?

A. A faltering economic recovery, slow collection of Account Receivable balances, foreclosures and bankruptcies all impact the District's financial picture. In addition, and adding to the problem, is that the District's last Cost of Service Rate Case was in 2003/2004, and operating costs have increased since that period that are not covered in base rate collection.

This year, the District expects write off balances to be higher than in the past. The average annual write off balance amount has been approximately \$21,000.

Testimony Exhibit 9-JRA details a summary of the District's outstanding accounts payable and account receivable balances. *Testimony Exhibit 10-JRA* is a monthly summary of the District's cash flow position.

Pascoag realizes that in order to address the financial concerns, it will be necessary to file a comprehensive Cost of Service Study. To that end, in mid-October, Pascoag sent out a Request For Proposals ("RFP") to several consultants. This schedule allows time for pre-bid meetings, questions, clarifications, and presentations before the anticipated bid award date of December 15, 2011. It is Pascoag's intent to submit the complete Cost of Service Study and Rate Design to the Commission by mid-June 2012.

Testimony Exhibit 11-JRA is the schedule/timing of events in the process. A copy of the RFP is available for review.

All of these factors are coming together when many of our customers are struggling with their own financial issues. While Pascoag realizes that a base rate adjustment is necessary, it is also sensitive to the impact on all classes of customers – Residential, Commercial, and Industrial.

Q. Does Pascoag have any recommendations on how the impact of a base rate increase can be minimized?

A. Yes, we have an idea that would defer a portion of the flow back in 2012, but would offer some rate relief in 2013 when the new base rates would go into effect.

Since Pascoag has a substantial over collection at year-end 2011 that will result in a rate decrease in Standard Offer, Transition, and Transmission in 2012, we are proposing that the \$200,000 held in abeyance for "future rate relief" be retained by Pascoag until January 2013. This would help reduce the energy portion of the rates – specifically the Standard Offer Service – at a time when the customer charge and distribution and demand rates would be increasing. This is the \$200,000 that Commission approved be encumbered for the Special Purpose Entity Project. Since that project did not come to fruition, it would be Pascoag's recommendation that this money be kept in the PPRF until 2013, and then flowed back to customers to reduce the energy portion of the electric bill.

Q. Since the District has such a substantial over collection, and is forecasting lower energy costs in 2012, what are the rates proposed by Pascoag for Standard Offer Service, Transition, and Transmission in 2012?

A. The first scenario proposed by Pascoag is to flow back the anticipated over collection of \$393,000, as well as the \$200,000 encumbered last year in the PPRF during 2012.

The over collection of approximately \$393,000, as well as lower forecast energy costs in 2012, will result in a substantial reduction in rates for 2012. If Pascoag were to flow back the additional \$200,000, it would decrease the rates even lower, resulting in the potential of “roller coaster” rates.

Based on this scenario – “Option 1” - the rates would be as outlined in [Table 5](#), below:

Table 5	Pascoag Option 1	Flow Back of \$393,000 and \$200,000 **	
	Current	Proposed	Difference
SOS	\$0.07064	\$0.05231	(\$0.01833)
Transition	\$0.01132	\$0.01109	(\$0.00023)
Transmission	\$0.02290	\$0.02420	\$0.00130
Total	\$0.10486	\$0.08760	(\$0.01726)
See Schedule H - Option 1, Book 2		**Flow Back of \$200,000 encumbered at 12/31/2010	

Under “Option 1”, a residential customer using 500 kilowatt-hours would see his monthly electric bill decrease from \$ 74.90 to \$66.27, a decrease of \$8.63, or 11.5%.

Under “Option 2”, the entire over collection would be refunded, but Pascoag would retain the \$200,000 encumbered last year. If this scenario were chosen, it would reduce the potential impact of a base rate increase in 2013, by reducing the energy rate portion of the customer’s bill. Based on “Option 2” the rates would be as outlined in [Table 6](#), below:

Table 6	Pascoag Option 2	Flow Back of \$393,000	Pascoag Retains \$200,000**
	Current	Proposed	Difference
SOS	\$0.07064	\$0.05614	(\$0.01450)
Transition	\$0.01132	\$0.01109	(\$0.00023)
Transmission	\$0.02290	\$0.02420	\$0.00130
Total	\$0.10486	\$0.09143	(\$0.01343)
See Schedule H - Option 2, Book 2			** Pascoag retains the \$200,000 for future rate stabilization

Under "Option 2", a residential customer using 500 kilowatt-hours would see his monthly bill decrease from \$74.90 to \$68.18, a decrease of \$6.72, or 9%.

Pascoag's preference would be the approval of rates under "Option 2". It provides a substantial rate reduction in 2012. And, by allowing Pascoag to retain the \$200,000 until 2013, the impact of a base rate adjustment will be somewhat mitigated.

Q. Is Pascoag proposing a growth factor in its calculation for 2012?

A. No. In its forecast for 2012 sales, and based on the three-year average, Pascoag is not forecasting any sales growth. Currently there are no residential or commercial projects anticipated.

Q. Is this a trend that you believe will continue?

A. If the economy begins a meaningful recovery, we're hopeful that growth – both residential and commercial – will pick up. However, we have been notified by the Town of Burrillville, as well as Danielle Prosciutto Industries, the DPI facility in our service territory will begin phasing out its operations in mid-2013. Obviously, this is a major concern to Pascoag, as DPI sales account for approximately twenty percent of our entire annual kilowatt-hour sales.

Mr. Kirkwood is in discussion with officials from both DPI and the Town of Burrillville, and will provide more information as it becomes available.

Q. Does this conclude your testimony?

A. Yes, it does.

	A	B	C	D	E	F	G	H	
64								Testimony Exhibit 1-JRA	
65									
66	Combined Standard Offer, Transition Charge, and Transmission Charge								
67									
68	Forecast Cumulative Over/(Under) Collection at 12/31/2009						\$286,833		
69									
70	Jan 2010	Transfer to PPRF account				\$ (200,000)	\$86,833	Per RIPUC 12/23/09 (1)	
71			Revenue	Expense		Monthly	Cumulative		
72	Jan 2010	\$86,833	\$560,925	\$448,121		\$112,803	\$199,633		
73	Feb 2010	\$199,633	\$446,702	\$433,141		\$13,561	\$213,194		
74	March 2010	\$213,194	\$412,474	\$447,079		(\$34,605)	\$178,589		
75	April 2010	\$178,589	\$478,725	\$420,739		\$57,986	\$236,575		
76	May 2010	\$236,575	\$373,665	\$411,079		(\$37,414)	\$199,161		
77	June 2010	\$199,161	\$440,377	\$461,359		(\$20,983)	\$178,178		
78	July 2010	\$178,178	\$549,030	\$542,510		\$6,521	\$184,699		
79	August 2010	\$184,699	\$591,041	\$483,170		\$107,871	\$292,570		
80	Sept 2010	\$292,570	\$547,792	\$432,045		\$115,747	\$408,317		
81	Oct 2010	\$408,317	\$459,399	\$418,744		\$40,655	\$448,972		
82	Nov 2010	\$448,972	\$406,237	\$414,036		(\$7,799)	\$441,173		
83	Dec 2010	\$441,173	\$484,970	\$474,974		\$9,996	\$451,169		
84	12/29/10					(\$200,000)	\$251,169	Per RIPUC 12/22/2010 (2)	
85		Period Cumulative Over/(Under) collection				\$364,339			
86									
87	Forecast Cumulative Over/(Under) Collection at 12/31/2010						\$251,169		
88									
89									
90									
91	Combined Standard Offer, Transition Charge, and Transmission Charge								
92									
93									
94		Start Bal	Revenue	Expense		Monthly	Cumulative		
95	1/31/2011	\$251,169	\$530,611	\$471,428		\$59,183	\$310,351		
96	2/28/2011	\$310,351	\$508,399	\$447,989		\$60,410	\$370,761		
97	3/31/2011	\$370,761	\$431,557	\$462,952		(\$31,395)	\$339,367		
98	4/30/2011	\$339,367	\$445,182	\$428,074		\$17,108	\$356,474		
99	5/31/2011	\$356,474	\$394,200	\$436,527		(\$42,327)	\$314,147		
100	6/30/2011	\$314,147	\$401,231	\$442,877		(\$41,646)	\$272,502		
101	7/31/2011	\$272,502	\$509,871	\$494,050		\$15,821	\$288,322		
102	8/31/2011	\$288,322	\$536,634	\$472,940		\$63,693	\$352,016		
103	9/30/2011	\$352,016	\$557,743	\$419,551		\$138,193	\$490,209		
104	10/31/2011	\$490,209	\$442,553	\$452,608		(\$10,055)	\$480,153		
105	11/30/2011	\$480,153	\$407,528	\$446,712		(\$39,184)	\$440,970		
106	12/31/2011	\$440,970	\$430,339	\$478,307		(\$47,968)	\$393,002		
107									
108		Period Cumulative Over/(Under) collection				\$141,833			
109									
110	Forecast Cumulative Over/(Under) Collection at 12/31/2011						\$393,002		
111									
112									
113									
114									
115									
116	Footnotes:								
117	(1) Transfer to PPRF to increase balance to \$500,000								
118									
119	(2) Transfer to PPRF for SPE project or future rate reduction								



TO: Nuclear Mix No. 1 Project Participants
Nuclear Project No. 3 Project Participants
Nuclear Project No. 4 Project Participants
Nuclear Project No. 5 Project Participants
Project No. 6 Participants

Testimony Exhibit 3-JRA

FROM: Carol Martucci, Director, Accounting and Financial Reporting

DATE: July 20, 2011

SUBJECT: June 30, 2011 Surplus Funds

Attached is a schedule with the projected Surplus Funds as of June 30, 2011 for each of the above noted Projects. These amounts will be finalized by August 20, 2011. Note that the actual results may vary from this projection.

The box below represents the options for receiving the Surplus Funds amount. Please choose one of the options by marking an "x" in the appropriate box.

- Apply the Surplus Funds amount to each Project as a **credit** against the September billing (invoice(s) dated August 20, 2011) and **send a check** for any amount in excess of the September billing for each Project.
- Apply the Surplus Funds amount to each Project as a **credit** against the September billing (invoice(s) dated August 20, 2011). If the credit exceeds the amount of the September bill, please **credit the remainder** on the following month's billing for each Project.
- Apply the Surplus Funds amount **ratably as a credit** over the balance of the Contract Year ending June 30, 2012. Number of months to be credited over: 10 months (No more than 10 months)
- Please send a **check for the entire amount** of the Surplus Funds on August 20, 2011.

Please email Kimberly Potito at kpotito@mmwec.org with your response no later than August 12, 2011.

If you have any questions, you may contact Carol Martucci, (413) 308-1375 or cmartucci@mmwec.org or Seema Patel at (413) 308-1382 or spatel@mmwec.org.

PASCOAG UTILITY DISTRICT

PROJECT:	SURPLUS FUNDS		
	Estimated 2011	2010	Variance Est 2011 vs. 2010
NUCLEAR MIX 1	\$ -	\$ -	\$ -
NUCLEAR PROJECT 3	-	-	-
NUCLEAR PROJECT 4	-	-	-
NUCLEAR PROJECT 5	-	-	-
PROJECT 6	77,690.61	95,156.97	(17,466.36)
	<u>\$ 77,690.61</u>	<u>\$ 95,156.97</u>	<u>\$ (17,466.36)</u>

7 769⁰⁶/mt
 2011-2012 FY
 (10 month
 payback)

8,650⁶³/mt
 FY 2010/2011
 (11 month
 payback)

Judy Allaire

From: Judy Allaire
Sent: Wednesday, July 27, 2011 1:24 PM
To: 'KPotito@mmwec.org'
Cc: Michael Kirkwood
Subject: Pascoag's surplus funds
Attachments: MMWEC Surplus funds 2011.pdf

Kimberly,
Pascoag will take credit over a ten month period. Was this changed? I seem to remember that it was always an 11 month period in the past.

Thanks
Judy

Judith R. Allaire
Assistant General Manager
Pascoag Utility District
(401) 568-6222
(401) 568-0066 (F)
jallaire@pud-ri.org

Reconciliation of Forecast to Actual

<u>Month</u>	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>	<u>Energy (MWH) Budget</u> <u>(1)</u>	<u>Energy (MWH) Actual</u>	<u>Difference (Energy)</u>	<u>Actual Cost</u> <u>MWH</u>	<u>Budget Cost</u> <u>MWH</u>
Jan 2011	\$475,934	\$471,428	(\$4,506)	4,938	5,105	167	\$92.34	\$96.38
Feb 2011	\$441,164	\$447,989	\$6,825	4,318	4,410	92	\$101.59	\$102.17
Mar 2011	\$442,489	\$462,952	\$20,463	4,463	4,759	296	\$97.28	\$99.15
Apr 2011	\$461,180	\$428,074	(\$33,106)	3,999	4,040	41	\$105.97	\$115.32
May 2011	\$426,799	\$436,527	\$9,728	4,142	4,093	(49)	\$106.65	\$103.04
Jun 2011	\$469,553	\$442,877	(\$26,676)	4,584	4,638	54	\$95.49	\$102.43
Jul 2011	\$503,077	\$494,050	(\$9,027)	5,432	5,679	247	\$87.00	\$92.61
Aug 2011	\$519,358	\$472,940	(\$46,418)	5,210	4,892	(318)	\$96.67	\$99.68
Sep 2011	\$464,149	\$419,551	(\$44,598)	4,354	4,506	152	\$93.11	\$106.60
Oct 2011 (Revised)	\$ 452,608	\$452,608	\$0	4,350	4,350	0	\$104.05	\$104.05
Nov 2011 (Revised)	\$446,712	\$446,712	\$0	4,407	4,407	0	\$101.36	\$101.36
Dec 2011 (Revised)	\$478,307	\$478,307	\$0	4,988	4,988	0	\$95.89	\$95.89
Total	\$5,581,330	\$5,454,015	(\$127,315)	55,185	55,867	682	\$97.63	\$101.14
Original Forecast	<u>\$5,593,165</u> <u>(\$11,835)</u>					"Average" MWH cost	\$97.63	\$101.14

(1) From 12/2010 filing, Schedule F

2012 Budget Assumptions

MWH	Total Costs	\$/MWH
55,189	2011 Original Budget \$ 5,593,162	\$ 101.35
<u>55,449</u>	2012 Budget \$ 5,175,967	\$ 93.35
260	Total Increase of \$ (417,195)	\$ 8.00

Details of Increase:

		Adj:	Total Adj of :
1 Adjustments to NYPA Expenses			
Demand Rate	Rate Modification Plan -preliminary staff report 7/11	\$ 26,772	
Transmission	8.5% Increase based on last year's actual costs	\$ 19,200	
Energy	Capacity Factor from 85% to 75%	\$ 222	
		<u>Total NYPA Adjustments</u>	\$ 46,194
2 Adjustments to Seabrook Costs			
Jan-Jun	Fixed Cost from \$68.50 to \$67.80/kw-mo	\$ 8,610	
Jul-Dec	Fixed Cost from \$73.25 to \$64.85/kw-mo	\$ 3,640	
Jan-Apr	Adjusted the Flush of funds from \$8,610/mo to \$7,700/mo	\$ (697)	
Jan-Dec	Capacity Factor from 92% to 98.7%	<u>Total Seabrook Adjustments</u>	\$ 11,553
3 Adjustments to ENE's Fee from \$6,200/mo to \$6,386/mo			\$ 2,232
4 Revised Capacity Forecast			\$ -
5 Replaced the 3MW ATC purchase from Dominion @ \$79.50 and the BELD Peaking Load Follow purchase at \$59.00 with the Balancing Purchase from Constellation @ \$59.90			\$ (753,807)
6 Entered Est Generation for Miller Hydro Purchase for Calendar 2012			\$ 231
7 Entered Est Generation for Spruce Mountain Purchase for Jan - Aug 2012			\$ 109,854
8 Increase in resales to ISO-NE for Off-Peak Power			\$ 100,517
9 Adjustments to Estimated ISO Expenses			
	Annual Fee	\$ 95	
	Load Based Charges	\$ 347	
	Scheduled Charges	<u>\$ (8,455)</u>	
		Total ISO Expense Adjustments	\$ (8,012)
10 Adjusted OATT RNS Rate to \$5.94/kw-mo for Jan-May forecast Jul-Dec @ \$6.68/kw-mo			\$ 97,472
11 Reduced DAF Charges			
Jan-Sep	from \$8,500/mo to \$6,600/mo	\$ (17,100)	
Oct-Dec	from \$9,510/mo to \$7,400/mo	\$ (6,330)	
		<u>Total DAF Adjustments</u>	\$ (23,430)
		Total Adjustment	\$ (417,195)
		Variance	\$ (0)

Pascoag Utility District
 Restricted Fund Account
 RIPUC Docket No. 3709 Purchase Power
 Year Ending December 31, 2011

Date	Beginning	Interest	Deposits	Withdrawals	Balance	Notes
31-Dec	\$ 64,856.63				\$ 64,856.63	
31-Jan		\$ 109.15			\$ 64,965.78	
9-Feb			\$ 235,000.00		\$ 299,965.78	From Operating Reserve, y/e 2007 to hi-yield account
13-Feb		\$ 106.05			\$ 300,071.83	hi-yield account
29-Feb		\$ 429.35			\$ 301,254.99	
31-Mar		\$ 753.81			\$ 301,986.29	
30-Apr		\$ 731.30			\$ 302,639.93	
31-May		\$ 653.84			\$ 303,301.21	
30-Jun		\$ 661.28			\$ 303,963.94	
31-Jul		\$ 662.73			\$ 304,585.22	
31-Aug		\$ 621.28			\$ 305,272.25	
30-Sep		\$ 687.03			\$ 306,288.80	
30-Nov		\$ 1,016.55			\$ 306,836.34	
31-Dec		\$ 547.54			\$ 307,403.78	
30-Jan		\$ 567.44			\$ 307,422.73	
30-Jan		\$ 18.95			\$ 307,403.78	
30-Jan		\$ (18.95)			\$ 308,010.17	
28-Feb		\$ 606.39			\$ 308,598.76	
23-Mar		\$ 588.59			\$ 308,598.76	
22-Apr		\$ 570.70			\$ 309,169.46	
9-May		\$ 571.75			\$ 309,741.21	
Jun-09		\$ 415.82			\$ 310,157.03	
9-Jul		\$ 460.99			\$ 310,618.02	
30-Aug		\$ 382.95			\$ 311,000.97	
9/17/2009			\$ (15,000.00)		\$ 296,000.97	to ENE for increase ISO expense, ok per Division
30-Sep		\$ 383.43			\$ 296,384.40	
19-Oct		\$ 377.59			\$ 296,761.99	
9-Nov		\$ 304.89			\$ 297,066.88	
Dec-09		\$ 305.20			\$ 297,372.08	
Jan-10			\$ 200,000.00		\$ 497,372.08	from over collection, per RIPUC order 12/09
Jan-10		\$ 325.89			\$ 497,697.97	
Feb-10		\$ 511.33			\$ 498,209.30	
Mar-10		\$ 435.42			\$ 498,644.72	
Apr-10		\$ 465.86			\$ 499,110.58	
Apr-10		\$ 165.46			\$ 499,276.04	to close and transfer to 18 mt, higher interest acct
May-10					\$ 499,276.04	
Jun-10					\$ 499,276.04	
Jul-10					\$ 499,276.04	
Aug-10				\$ (250,000.00)	\$ 249,276.04	ok per Division (high power bills, low cash flow)
Sep-10			\$ 100,000.00		\$ 349,276.04	Partial reimbursement
Oct-10			\$ 100,000.00		\$ 449,276.04	Partial reimbursement
Oct-10			\$ 50,000.00		\$ 499,276.04	Final reimbursement
Nov-10					\$ 499,276.04	
Dec-10			\$ 200,000.00		\$ 699,276.04	for "RSF" approved by Comm at 12/22 hearing
Apr-11			\$ 50,000.00	\$ (100,000.00)	\$ 599,276.04	ok, per Division (low cash flow, cycle 5 billing issue)
5/4/2011			\$ 30,000.00		\$ 649,276.04	Reimbursement #1
10/24/2011					\$ 679,276.04	Reimbursement #2
	\$ 64,856.63	\$ 14,419.41	\$ 965,000.00	\$ (365,000.00)	\$ 679,276.04	

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION**

IN RE: PASCOAG UTILITY DISTRICT : DOCKET NO. 3546

**COMMISSION DATA REQUESTS DIRECTED TO
PASCOAG UTILITY DISTRICT
September 21, 2011**

1. What major capital purchase has been deferred in 2011 in order to reduce this year's capital budget? For how long will this capital purchase be deferred.
2. What, if any, planned capital purchases will be deferred in 2012?
3. Identify the capital projects that Pascoag is proposing to complete in 2011 and 2012 and the approximate cost of each project/purchase.
4. When will the Request for Proposals be issued for the cost of service/rate design study?

1. **What major capital purchase has been deferred in 2011 in order to reduce this year's capital budget? For how long will this capital purchase be deferred?**

Response Provided by: Judith R. Allaire

In 2011, Pascoag had an approved capital purchase for a new bucket truck in the amount of \$150,000. Based on the responses to Pascoag's Request for Proposals on this truck, as well as the current fiscal considerations, this purchase will be deferred until calendar year 2013.

Because of Pascoag's preventative maintenance schedule, the District's vehicle fleet is in excellent condition. The bucket truck that will be replaced is a 1994 International, but since these types of vehicles have limited mileage, a twenty-year life is not unusual.

There are no major repairs needed to keep this vehicle operational during the remainder of 2011 and 2012.

2. What, if any, planned capital purchases will be deferred in 2012?

Response Provided by: Judith R. Allaire

In 2012, Pascoag will defer the purchase of the new bucket truck, improvements to the business office, and the purchase of a pickup truck. In addition, other capital projects had reductions in budgets – these are identified in Commission Data Request 3.

These deferrals or reductions are in no way impeding the District's ability to provide reliable electric service to its customers, while maintaining safe working conditions for its employees.

3. Identify the capital projects that Pascoag is proposing to complete in 2011 and 2012 and the approximate cost of each project/purchase.

Response Provided by: Judith R. Allaire

In 2011, Pascoag has completed the following capital projects:

Computer/Office Equipment	\$ 4,047
Transformers	\$41,882
Street Lighting	\$ 2,469
Overhead System Improvements	\$ 6,382
Communication Equipment	\$ 1,705
Chipper	\$29,544
TOTAL	\$86,029

For the remainder of 2011, Pascoag's capital project requirements will be limited to distribution system related expenses, but are not expected to exceed an additional \$20,000. To-date, Pascoag has funded the Restricted Fund Account at a level of \$185,000.

In 2012, Pascoag has the following capital projects scheduled:

Poles	\$10,000
Meters/Meter Equipment	\$ 6,000
Transformers	\$20,000
Street Lighting	\$ 7,000
Contingency/Emergency	\$ 7,500
Overhead System Improvements	\$ 7,000
Office Equipment/Computers	\$ 5,000
TOTAL	\$62,500

4. When will the Request for Proposals be issued for the cost of service/rate design study?

Response Provided by: Judith R. Allaire

The Request for Proposals is complete and will be issued in early October. The anticipated schedule is listed below.

ANTICIPATED SCHEDULE OF EVENTS

EVENT	DATE
Post Request for Proposal	October 10, 2011
Pre-Bid Meeting	October 24, 2011
Questions Due	October 31, 2011
Addendum Issued (If required)	November 14, 2011
RFP Response Due Date	November 28, 2011
Vendor Presentations/Interviews	December 12, 2011
Anticipated Award Date	December 15, 2011
Purchase Order Issued	December 30, 2012
Draft written reports to PUD for review	May 30, 2012
Submit Electric Rate Case - RIPUC	June 15, 2012
Submit final draft to PUD Board – Water	June 25, 2012

**DATA REQUESTS TO PASCOAG UTILITY DISTRICT
FROM THE RHODE ISLAND
DIVISION OF PUBLIC UTILITIES AND CARRIERS
DOCKET NO. 3546**

DATA REQUESTS

Div 1-1. What is Pascoag's current outstanding long-term debt balance?

Div 1-2. If the response to Div 1-1 above is \$0, when did Pascoag discharge its most current long-term debt obligation?

Div 1-3. At this time, does Pascoag anticipate incurring long-term debt (terms in excess of one year) within the next two years?

Division Data Request
RIPUC Docket No. 3546
Division Request 1-1

Div 1-1: What is Pascoag's current outstanding long-term debt balance?

Response Provided by: Judith R. Allaire

At this time the Electric Department has no outstanding long-term debt.

Div 1-2: If the response to Div 1-1 above is \$0, when did Pascoag discharge its most current long-term debt obligation?

Response Provided by: Judith R. Allaire

Pascoag's most current long-term debt obligation was discharged in May 2010.

The debt was satisfied using money from the District's Restricted Fund account. A summary of that transaction is attached with this submittal and labeled as "Division Data Request - Exhibit A".

Division Data Request
RIPUC Docket No. 3546
Division Request 1-3

Div 1-3: At this time, does Pascoag anticipate incurring long-term debt (terms in excess of one year) within the next two years?

Response Provided by: Judith R. Allaire

Pascoag has no plans to incur any long-term debt in the next two years.

Pascoag Utility District
 Restricted Fund Account
 RIPUC Docket No 3546
 Year Ending December 31, 2011

Date	Annual Deposit Required:	Beginning Balance	Interest	Deposits	Withdrawals	Balance	Notes
12/31/10		\$ 413,544.38		\$ 376,651.00		\$ 413,544.38	
2/7/11				\$ 30,000.00		\$ 443,544.38	
3/16/11				\$ 25,000.00	\$ (24,343.00)	\$ 419,201.38	laptop (\$2953); transformers (\$21,390)
4/9/11				\$ 25,000.00		\$ 444,201.38	
5/17/11				\$ 40,000.00		\$ 489,201.38	
6/6/11					\$ (24,167.00)	\$ 509,201.38	
6/24/11				\$ 25,000.00		\$ 485,034.38	transformers, communication equipment, copier, street light
7/26/11				\$ 40,000.00		\$ 510,034.38	
7/26/11					\$ (7,975.00)	\$ 542,059.38	transformer
8/5/11					\$ (29,544.10)	\$ 512,515.28	chipper
		\$ 413,544.38	\$ -	\$ 185,000.00	\$ (86,029.10)	\$ 512,515.28	

Summary of Accounts Payable (1)					
	1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Balance
Apr 07	\$ 15,387				\$ 15,387
May 07	\$ -				\$ -
June 07	\$ 448				\$ 448
July 07	\$ 557				\$ 557
Aug 07	\$ 7,472				\$ 7,472
Sept 07	\$ 138,976				\$ 138,976
Oct 07	\$ -				\$ -
Nov 07	\$ 22,446				\$ 22,446
Dec 07	\$ 36,743				\$ 36,743
Jan 08	\$ 46,737				\$ 46,737
Feb 08	\$ -				\$ -
Mar 08	\$ 15,470				\$ 15,470
Apr 08	\$ -				\$ -
May 08	\$ 5,422				\$ 5,422
Jun 08	\$ -				\$ -
July 08	\$ 29,002				\$ 29,002
Aug 08	\$ -				\$ -
Sept 08	\$ 10,043				\$ 10,043
Oct 08	\$ 8,096				\$ 8,096
Nov 08	\$ 6,312				\$ 6,312
Dec 08	\$ -				\$ -
Jan 09	\$ -				\$ -
Feb 09	\$ 13,230				\$ 13,230
Mar 09	\$ 13,288				\$ 13,288
Apr 09	\$ 25,323				\$ 25,323
May 09	\$ 21,821				\$ 21,821
June 09	\$ 18,199				\$ 18,199
July 09	\$ 6,518				\$ 6,518
Aug 09	\$ -				\$ -
Sept 09	\$ 49,415				\$ 49,415
Oct 09	\$ 6,312				\$ 6,312
Nov 09	\$ 5,337				\$ 5,337
Jan 10	\$ 9,116				\$ 9,116
Feb 10	\$ 39,077				\$ 39,077
Mar 10	\$ 28,985				\$ 28,985
April 10	\$ 38,946				\$ 38,946
May 10	\$ 40,566				\$ 40,566
June 10	\$ 42,652				\$ 42,652
July 10	\$ 33,594				\$ 33,594
Aug 10	\$ 7,249				\$ 7,249
Sept 10	\$ 7,660				\$ 7,660
Oct 10	\$ 19,673				\$ 19,673
Nov 10	\$ 12,223				\$ 12,223
Dec 10	\$ 2,980				\$ 2,980
Jan 11	\$ 88,951	\$ 19,858			\$ 108,809
Feb 11	\$ 44,864	\$ 13,321			\$ 58,185
Mar 11	\$ 53,446				\$ 53,446
Apr 11	\$ 16,400				\$ 16,400
May 11	\$ 44,575	\$ 19,206	\$ 9,211		\$ 72,992
Jun 11	\$ 40,464	\$ 5,427			\$ 45,891
Jul 11	\$ 19,194				\$ 19,194
Aug 11	\$ 34,438				\$ 34,438
Sept 11	\$ 18,850				\$ 18,850

(1) As of the end of the month, not the end of the accounting period

	<u>Summary of Accounts Receivable</u>					
	1 - 30 Days	31 - 60 Days	61 - 90 Days	Over 90 Days	Balance	
Apr 2007	\$ 252,966	\$ 54,306	\$ 13,941	\$ 12,386	\$ 333,599	
May 2007	\$ 215,873	\$ 59,502	\$ 9,125	\$ 14,196	\$ 298,696	
June 2007	\$ 233,088	\$ 43,179	\$ 7,645	\$ 16,996	\$ 300,908	
July 2007	\$ 274,608	\$ 45,234	\$ 6,832	\$ 15,575	\$ 342,249	
August 2007	\$ 387,819	\$ 44,181	\$ 5,283	\$ 16,661	\$ 453,944	
Sept 2007	\$ 364,419	\$ 85,945	\$ 6,501	\$ 17,682	\$ 474,547	
Oct 2007	\$ 233,592	\$ 66,359	\$ 9,685	\$ 17,713	\$ 327,349	
Nov 2007	\$ 304,490	\$ 63,574	\$ 20,546	\$ 8,901	\$ 397,511	write offs \$13,744
Dec 07	\$ 339,491	\$ 70,950	\$ 22,837	\$ 17,727	\$ 451,005	
Jan 08	\$ 318,270	\$ 80,258	\$ 21,388	\$ 20,202	\$ 440,118	
Feb 08	\$ 341,985	\$ 84,907	\$ 27,459	\$ 23,148	\$ 477,499	
Mar08	\$ 295,550	\$ 83,338	\$ 27,152	\$ 27,190	\$ 433,230	
Apr 08	\$ 275,153	\$ 61,095	\$ 26,255	\$ 30,751	\$ 393,254	
May 08	\$ 280,732	\$ 62,071	\$ 15,852	\$ 30,475	\$ 389,130	
Jun 08	\$ 266,883	\$ 56,812	\$ 12,231	\$ 32,716	\$ 368,642	
July 08	\$ 322,070	\$ 50,007	\$ 9,603	\$ 33,795	\$ 415,475	
Aug 08	\$ 432,831	\$ 73,631	\$ 8,287	\$ 35,308	\$ 550,057	
Sept 08	\$ 295,916	\$ 94,646	\$ 12,386	\$ 33,558	\$ 436,506	
Oct 08	\$ 257,097	\$ 52,588	\$ 12,985	\$ 34,540	\$ 357,210	
Nov 08	\$ 345,898	\$ 76,058	\$ 23,676	\$ 38,830	\$ 484,462	
Dec 08	\$ 231,153	\$ 77,087	\$ 24,591	\$ 27,746	\$ 360,577	\$21,050 write off, Dec 2008
Jan 09	\$ 426,266	\$ 58,313	\$ 27,118	\$ 32,542	\$ 544,239	
Feb 09	\$ 375,162	\$ 126,308	\$ 30,128	\$ 32,923	\$ 564,521	
Mar 09	\$ 288,633	\$ 96,154	\$ 34,557	\$ 34,036	\$ 453,380	
Apr 09	\$ 308,548	\$ 83,189	\$ 33,839	\$ 43,070	\$ 468,646	
May 09	\$ 280,209	\$ 74,044	\$ 20,750	\$ 45,425	\$ 420,428	
June 09	\$ 242,255	\$ 61,515	\$ 16,289	\$ 47,399	\$ 367,458	
July 09	\$ 284,717	\$ 49,015	\$ 12,258	\$ 47,597	\$ 393,587	
Aug 09	\$ 397,771	\$ 72,486	\$ 11,777	\$ 46,798	\$ 528,832	
Sept 09	\$ 358,999	\$ 94,893	\$ 11,750	\$ 47,856	\$ 513,498	
Oct 09	\$ 288,295	\$ 79,502	\$ 16,073	\$ 47,519	\$ 431,389	
Nov 09	\$ 298,750	\$ 78,208	\$ 31,682	\$ 54,115	\$ 462,755	
Dec 09	\$ 259,706	\$ 73,488	\$ 30,139	\$ 31,840	\$ 395,173	w/o \$30,222
Jan 10	\$ 406,987	\$ 77,764	\$ 31,382	\$ 38,031	\$ 554,164	
Feb 10	\$ 374,265	\$ 87,974	\$ 33,458	\$ 43,331	\$ 539,028	
March 10	\$ 274,339	\$ 84,436	\$ 35,289	\$ 39,670	\$ 433,734	
April 10	\$ 317,238	\$ 64,922	\$ 25,397	\$ 38,791	\$ 446,348	
May 10	\$ 259,596	\$ 82,240	\$ 18,480	\$ 41,226	\$ 401,542	
June 10	\$ 296,754	\$ 51,456	\$ 16,868	\$ 40,647	\$ 405,725	
July 10	\$ 634,367	\$ 82,326	\$ 17,598	\$ 40,628	\$ 774,919	
Aug 10	\$ 414,040	\$ 91,728	\$ 15,014	\$ 41,549	\$ 562,331	
Sept 10	\$ 367,844	\$ 108,647	\$ 20,746	\$ 42,024	\$ 539,261	
Oct 10	\$ 333,354	\$ 104,968	\$ 18,835	\$ 39,190	\$ 496,347	
Nov 10	\$ 262,288	\$ 91,484	\$ 35,340	\$ 25,418	\$ 414,530	ARRA grants
Dec 10	\$ 375,702	\$ 77,928	\$ 37,338	\$ 37,649	\$ 528,617	w/o \$19,588
Jan 11	\$ 450,388	\$ 100,876	\$ 31,926	\$ 47,450	\$ 630,640	
Feb 11	\$ 448,389	\$ 131,298	\$ 39,578	\$ 51,404	\$ 670,669	
Mar 11	\$ 304,438	\$ 111,482	\$ 38,110	\$ 49,255	\$ 503,285	
Apr 11	\$ 345,832	\$ 94,256	\$ 40,915	\$ 51,256	\$ 532,259	
May 11	\$ 300,380	\$ 110,420	\$ 27,838	\$ 50,626	\$ 489,264	
Jun 11	\$ 276,381	\$ 71,421	\$ 21,131	\$ 49,402	\$ 418,335	
Jul 11	\$ 357,351	\$ 67,649	\$ 14,772	\$ 52,356	\$ 492,128	
Aug 11	\$ 416,316	\$ 102,619	\$ 13,487	\$ 52,552	\$ 584,974	
Sept 11	\$ 426,478	\$ 104,613	\$ 19,024	\$ 53,944	\$ 604,059	

Summary of Cash Flow January 2011

Operating Cash balance forward \$ 89,266

Projected Purchased Power Expenes:

ENE	(\$230,788)	
roject 6 (MMWEC & HQ)	(\$91,309)	
NYPA	(\$21,698)	
ENE/ISO	(\$81,698)	
		(\$425,493)

Customer Payments	\$ 678,158	
NSF cks	\$ -	
Payroll, benefits	(\$141,578)	
Misc. vendor payments	(\$54,843)	
Annual Insurance Renewal	(\$29,305)	
DSM rebates - 2010	(\$13,510)	
Encumbered for RF	(\$30,000)	for transfer in Feb
Encumber for Purch Power	\$61,000	carried forward from December
Encumber for Purch Power	(\$107,000)	for power invoices due in Feb
	<u>\$26,695</u>	

Other Financial Information:

Accounts Payable Balance	\$ 108,809
Accounts Receivable Balance	\$ 630,640

Summary of Savings/Investments: (Not Restricted)

Contingency/Emergency	\$ 10,000
Storm Fund	\$ 37,703
Working Cash Reserve	\$ 61,614
Dedicated DSM Fund	
<u>Total Savings/Investment (NR)</u>	<u>\$ 109,317</u>

Restricted Account(Debt/Capital)	\$ 413,544	
Restricted Account(Purchase Pwr)	\$ 699,273	(\$499,273 PP; \$200,000 RSF)

Net All Saving/Investment

\$ 1,222,134

Misc. Accounts:

Customer Deposit Holding Account	\$ 200,660
Working Capital - on Deposit w/ ENE	\$ 114,125
Working Capital - on Deposit w/MMWE	\$ 2,232

Saving Goal Jan

Restricted Fund	\$ 30,000	(encumbered in January, but will transfer in February)
-----------------	-----------	--

Summary of Cash Flow February 2011

Operating Cash balance forward \$ 26,695

Projected Purchased Power Expenses:

ENE	(\$222,402)	
Project 6 (MMWEC & HQ)	(\$90,422)	
NYPA	(\$42,685)	
ENE/ISO	(\$84,706)	
		(\$440,215)
Customer Payments	\$ 676,673	
NSF cks	\$ (834)	
Payroll, benefits	(\$118,170)	
Misc. vendor payments	(\$161,954)	
Encumbered for RF	\$30,000	from January, for Feb transfer
RF Trans in Feb	(\$30,000)	transferred 2/5
Trans from RF	\$24,343	for laptop, transformers
Encumbered for RF	(\$15,000)	from Feb, for March transfer
Encumber for Purch Power	\$107,000	carried forward from January
Encumber for Purch Power	(\$29,000)	for power invoices due in March
	<u>\$69,538</u>	

Other Financial Information:

Accounts Payable Balance	\$ 58,185
Accounts Receivable Balance	\$ 670,669

Summary of Savings/Investments: (Not Restricted)

Contingency/Emergency	\$ 10,000
Storm Fund	\$ 37,703
Working Cash Reserve	\$ 61,614
Dedicated DSM Fund	
<u>Total Savings/Investment (NR)</u>	<u>\$ 109,317</u>

Restricted Account(Debt/Capital)	\$ 419,201	
Restricted Account(Purchase Pwr)	\$ 699,273	(\$499,273 PP; \$200,000 RSF)
<u>Net All Saving/Investment</u>		<u>\$ 1,227,791</u>

Misc. Accounts:

Customer Deposit Holding Account	\$ 200,660
Working Capital - on Deposit w/ ENE	\$ 114,125
Working Capital - on Deposit w/MMWE	\$ 2,232

Saving Goal Feb

Restricted Fund	\$ 30,000	deposited 2/5
Restricted Fund	<u>\$ 15,000</u>	encumbered in Feb for March deposit

Summary of Cash Flow March 2011

Operating Cash balance forward \$ 69,538

Projected Purchased Power Expenses:

ENE	(\$194,967)	
Project 6 (MMWEC & HQ)	(\$91,173)	
NYPA	(\$52,781)	
ENE/ISO	(\$80,410)	
		(\$419,331)
Customer Payments	\$ 848,972	
NSF cks	\$ (579)	
Payroll, benefits	(\$140,115)	
Misc. vendor payments	(\$167,030)	
Encumbered in March - RF	(\$10,000)	
Trans from encumber RF	\$25,000	(\$10,000 from March; \$15,000 carried from February)
Trans to Rest Fund	(\$25,000)	transferred 3/16
Encumbered for RF	(\$20,000)	encumbered in March for April transfer
Encumber for Purch Power	\$29,000	carried forward from February
Encumber for Purch Power	(\$86,000)	for power invoices due in April
	<u>\$104,455</u>	

Other Financial Information:

Accounts Payable Balance	\$ 53,446
Accounts Receivable Balance	\$ 503,285

Summary of Savings/Investments: (Not Restricted)

Contingency/Emergency	\$ 10,000
Storm Fund	\$ 37,703
Working Cash Reserve	\$ 61,614
Dedicated DSM Fund	
<u>Total Savings/Investment (NR)</u>	<u>\$ 109,317</u>

Restricted Account(Debt/Capital)	\$ 444,201	
Restricted Account(Purchase Pwr)	\$ 699,273	(\$499,273 PP; \$200,000 RSF)

Net All Saving/Investment

\$ 1,252,791

Misc. Accounts:

Customer Deposit Holding Account	\$ 200,660
Working Capital - on Deposit w/ ENE	\$ 114,125
Working Capital - on Deposit w/MMWE	\$ 2,232

Saving Goal March

Restricted Fund	\$ 25,000	deposited 3/16
Restricted Fund	<u>\$ (20,000)</u>	encumbered in March for April deposit

Summary of Cash Flow April 2011

Operating Cash balance forward	\$	104,455	
Projected Purchased Power Expenes:			
ENE		(\$209,067)	
roject 6 (MMWEC & HQ)		(\$59,404)	
NYPA		(\$42,330)	
ENE/ISO		<u>(\$83,950)</u>	
			(\$394,751)
Customer Payments	\$	629,414	
NSF cks	\$	-	
Payroll, benefits		(\$111,502)	
Misc. vendor payments		(\$119,312)	
Encumbered in April - RF		(\$10,000)	for transfer in May
Trans from PPRF		\$100,000	w/Division approval/low cash flow
Trans to Rest Fund		(\$25,000)	transferred 4/9
Encumbered for RF		\$20,000	encumbered in March for April transfer
Encumber for Purch Power		\$86,000	carried forward from March
Encumber for Purch Power		<u>(\$178,000)</u>	for power invoices due in May & reimburse PPRF
		<u>\$101,304</u>	

"Encumbered for Purchase Power":
\$ (128,000) For May power bills
\$ (50,000) for reimbursement to PPRF

Other Financial Information:

Accounts Payable Balance	\$	16,400
Accounts Receivable Balance	\$	532,259

Summary of Savings/Investments: (Not Restricted)

Contingency/Emergency	\$	10,000
Storm Fund	\$	37,703
Working Cash Reserve	\$	61,614
Dedicated DSM Fund		
<u>Total Savings/Investment (NR)</u>	\$	<u>109,317</u>

Restricted Account(Debt/Capital)	\$	469,201	
Restricted Account(Purchase Pwr)	\$	<u>599,273</u>	(\$399,273 PP; \$200,000 RSF)

Net All Saving/Investment Note: transferred \$100,000 w/Division ok - low cash
\$ 1,177,791

Misc. Accounts:

Customer Deposit Holding Account	\$	200,660
Working Capital - on Deposit w/ ENE	\$	114,125
Working Capital - on Deposit w/MMWE	\$	2,232

Saving Goal April

Restricted Fund	\$	25,000	deposited 4/9
Restricted Fund	\$	<u>(10,000)</u>	encumbered in April, for deposit in May

Summary of Cash Flow May 2011

Operating Cash balance forward \$ 101,304

Projected Purchased Power Expenses:

ENE	(\$198,995)	
Project 6 (MMWEC & HQ)	(\$90,877)	
NYPA	(\$32,529)	
ENE/ISO	<u>(\$110,128)</u>	
		(\$432,529)
Customer Payments	\$ 615,886	
NSF cks	\$ (272)	
Payroll, benefits	(\$111,310)	
Misc. vendor payments	(\$115,577)	
Trans to Rest Fund	-50000	Reimbursement #1
Trans to Rest Fund	(\$40,000)	transferred 4/9
Encumber for Purch Power	\$178,000	carried from April
<u>Encumber for Purch Power</u>	<u>(\$66,000)</u>	for power invoices due in May & reimburse PPRF
	<u>\$79,502</u>	

"Encumbered for Purchase Power":

\$ (41,000) for June power bills
\$ (25,000) for reimbursement to PPRF - in June

Other Financial Information:

Accounts Payable Balance \$ 72,992
Accounts Receivable Balance \$ 489,264

Summary of Savings/Investments: (Not Restricted)

Contingency/Emergency \$ 10,000
Storm Fund \$ 37,703
Working Cash Reserve \$ 61,614
Dedicated DSM Fund
Total Savings/Investment (NR) \$ 109,317

Restricted Account(Debt/Capital) \$ 509,201

Restricted Account(Purchase Pwr) \$ 649,273 (\$399,273 PP; \$200,000 RSF)

Net All Saving/Investment

Note: transferred \$100,000 w/Division ok - low cash
\$50,000 reimbursed in May

\$ 1,267,791

Misc. Accounts:

Customer Deposit Holding Account \$ 200,660
Working Capital - on Deposit w/ ENE \$ 114,125
Working Capital - on Deposit w/MMWE \$ 2,232

Saving Goal May

Restricted Fund \$ 40,000 deposited 5/17

Summary of Cash Flow June 2011

Operating Cash balance forward \$ 79,502

Projected Purchased Power Expenses:

ENE	(\$209,457)
Project 6 (MMWEC & HQ)	(\$90,451)
NYPA	(\$24,023)
ENE/ISO	<u>(\$84,024)</u>

(\$407,955)

Customer Payments	\$ 701,740
NSF cks	\$ (219)
Payroll, benefits	(\$148,148)
Misc. vendor payments	(\$96,755)
trans from Rest Fund	\$24,167
Trans to Rest Fund	(\$25,000)
Encumber for Purch Power	\$71,000
<u>Encumber for Purch Power</u>	<u>(\$122,000)</u>

transformers, street lights, copier, communication equip
trans 6/24
carried from May
for power invoices due in June & potential reimburse P

\$76,332

"Encumbered for Purchase Power":

Other Financial Information:

Accounts Payable Balance	\$ 45,891
Accounts Receivable Balance	\$ 418,335

Summary of Savings/Investments: (Not Restricted)

Contingency/Emergency	\$ 10,000
Storm Fund	\$ 37,703
Working Cash Reserve	\$ 61,614
Dedicated DSM Fund	

Total Savings/Investment (NR) \$ 109,317

Restricted Account(Debt/Capital) \$ 510,034

Restricted Account(Purchase Pwr) \$ 649,273 (\$399,273 PP; \$200,000 RSF)

Net All Saving/Investment

Note: transferred \$100,000 w/Division ok - low cash
\$50,000 reimbursed in May

\$ 1,268,624

Misc. Accounts:

Customer Deposit Holding Account	\$ 200,660
Working Capital - on Deposit w/ ENE	\$ 114,125
Working Capital - on Deposit w/MMWE	\$ 2,232

Saving Goal June

Restricted Fund \$ 25,000 deposited 6/24

Summary of Cash Flow July 2011

Operating Cash balance forward	\$	76,332	
Projected Purchased Power Expenses:			
ENE		(\$209,114)	
Project 6 (MMWEC & HQ)		(\$92,276)	
NYPA		(\$23,959)	
ENE/ISO		<u>(\$73,531)</u>	
			(\$398,880)
Customer Payments	\$	673,038	
NSF cks	\$	-	
Payroll, benefits		(\$125,013)	
Misc. vendor payments		(\$115,191)	
trans from Rest Fund		\$7,975	transformers
Trans to Rest Fund		(\$40,000)	trans 7/25
Encumber for Purch Power		\$122,000	carried from June
Encumber for Purch Power		<u>(\$109,000)</u>	for power invoices due in July & potential reimburse PF
		<u>\$91,261</u>	

"Encumbered for Purchase Power":

Other Financial Information:

Accounts Payable Balance	\$	19,194
Accounts Receivable Balance	\$	492,128

Summary of Savings/Investments: (Not Restricted)

Contingency/Emergency	\$	10,000
Storm Fund	\$	37,703
Working Cash Reserve	\$	61,614
Dedicated DSM Fund		
<u>Total Savings/Investment (NR)</u>	\$	<u>109,317</u>

Restricted Account(Debt/Capital)	\$	542,059	
Restricted Account(Purchase Pwr)	\$	<u>649,273</u>	(\$449,273 PP; \$200,000 RSF)

Net All Saving/Investment Note: transferred \$100,000 w/Division ok - low cash
\$50,000 reimbursed in May
\$ 1,300,649

Misc. Accounts:

Customer Deposit Holding Account	\$	200,660
Working Capital - on Deposit w/ ENE	\$	114,125
Working Capital - on Deposit w/MMWE	\$	2,232

Saving Goal July

Restricted Fund	\$	40,000	deposited 7/25
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Summary of Tropical Storm Irene Expenses

Labor:		
Overtime - Line crew	\$ 20,327	(see attached summary sheet)
Overtime - office	\$ 1,332	
Contractors	\$ 3,800	
Material/Inventory:	<u>\$ 10,159</u>	(see attached summary sheet)
	\$ 35,618	

This summary does not include salaried employees, transportation expense or any markups. It is a summary of additional expenses incurred by the storm and resulting outage.

While we will file for FEMA reimbursement - if it is determined that PUD is eligible - that reimbursement will probably be several months away. In the meantime, it would be my recommendation that we use the money in the District's saving account w/BankRI classified as "Reserved Funds - Storm Fund."

A saving summary is attached for review.

Recommendation: Transfer \$35,600 from Storm Fund (*see Saving Summary - June 2011 tab*)

Approved: _____

Date: _____

PASCOAG UTILITY DISTRICT ELECTRIC DEPT.

DATE 06-Sep-11
 DESCRIPTION FINAL BILLING FOR:Hurricane Irene

Note all cost are based on optimum working conditions. Should working conditions not be optimum cost may rise accordingly.**

BILL TO FEMA

PUD RATES

LABOR	OVER TIME HOURS	REGULAR HOURS	TOTAL COST PER MAN
J. BARRENTINE	31.5		\$1,661.95
R. LEDUC	38		\$2,471.58
R. JENKS	34.5		\$2,243.93
W. GUERTIN	38.5		\$3,110.07
C. PICCARDI	32		\$2,192.00
M. LIMA	38		\$2,034.01
J. BLODGETT	38.5		\$1,833.06
D. MENARD	40		\$1,924.91
M. DUPUIS	35.5		\$1,708.36
M. BENOIT	36.5		\$1,147.56
G. KIMATION	36.5		\$1,147.56
M. WARNER	36.5		\$1,482.50
TRANSPORTATION	HOURS	TOTAL	\$20,327.43
TRUCK 12	30	\$2,100.00	
TRUCK 11	42	\$2,940.00	
TRUCK 7	42	\$2,940.00	
TRUCK 5	38	\$2,660.00	
TRUCK 4	55	\$3,850.00	
TRUCK 14		\$0.00	
TRUCK 8		\$0.00	
TRUCK 6	55	\$2,200.00	
TRUCK 3	35	\$1,400.00	
TRUCK 2	55	\$2,200.00	\$20,290.00
TRUCK 1	38.5	\$1,540.00	
BACKHOE	40	\$3,000.00	

MATERIALS	QUANTITY IF POSS. TO LIST	TOTAL	TOTAL W/ TAXES
WIRE		\$3,312.00	\$3,312.00
HARDWARE		\$3,550.00	\$3,550.00
POLES		\$1,566.00	\$1,566.00
ORDERED STOCK		\$1,731.87	\$1,731.87
MISC.		\$3,800.00	\$3,800.00

INVENTORY
- O.S. CONTRACTORS

\$13,959.87

ADDITIONAL COST \$0.00

TOTAL \$54,577.30

Pascoag Utility District – Request for Proposal

Testimony Exhibit 11-JRA

ANTICIPATED SCHEDULE OF EVENTS

EVENT	DATE
Post Request for Proposal	October 10, 2011
Pre-Bid Meeting	October 24, 2011
Questions Due	October 31, 2011
Addendum Issued (If required)	November 14, 2011
RFP Response Due Date	November 28, 2011
Vendor Presentations/Interviews	December 12, 2011
Anticipated Award Date	December 15, 2011
Purchase Order Issued	December 30, 2011
Draft written reports to PUD for review	May 30, 2012
Submit Electric Rate Case - RIPUC	June 15, 2012
Submit final draft to PUD Board – Water	June 25, 2012

(Pascoag Utility District reserves the right to change schedule of events without prior notice or responsibility to Vendor.)



PASCOAG
UTILITY DISTRICT

Pascoag Electric • Pascoag Water

253 Pascoag Main Street
P.O. Box 107
Pascoag, RI 02859
Phone: 401-568-6222
Fax: 401-568-0066
www.pud-ri.org

Pascoag Utility District – Electric Department
Year-End Status Report

RIPUC Docket No. 4298

Book 2 – Schedule A - H

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
	Pascoag Utility District - Electric Department														
	Summary of Purchased Power Costs (1)														
	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Oct-11 ESTIMATE	Nov-11 ESTIMATE	Dec-11 ESTIMATE	Total		
8	Purchased Energy (kWhrs)														
9	1,600,000	1,531,000	1,575,000	1,379,000	1,372,000	1,480,000	1,702,000	1,840,000	1,768,000	1,400,000	1,355,000	1,400,000	18,402,000		
10	989,751	869,508	985,660	290,800	232,770	921,932	990,379	988,396	956,205	491,000	939,000	970,000	9,334,601		
11		146,240	109,041	189,574	201,531	125,725	70,148	71,082	136,101	104,000	137,000	138,000	1,621,211		
12		(229,180)	(348,690)	(317,830)	(33,130)	(310,150)	(193,580)	(683,040)	(675,350)	0	(467,000)	(551,000)	(3,809,950)		
13	2,232,000	2,016,000	2,229,000	2,160,000	2,232,000	2,160,000	2,232,000	2,160,000	2,160,000	2,232,000	2,160,000	2,232,000	26,277,000		
14	366,649	232,755	94,604	20,296	87,724	260,510	877,561	444,003	160,963	123,000	123,000	613,000	3,404,065		
15	5,105,460	4,409,614	4,759,203	4,039,670	4,092,895	4,638,017	5,678,508	4,892,441	4,505,919	4,350,000	4,407,000	4,986,000	55,866,727		
16															
17															
18															
19															
20	Purchased Power Expense														
21	\$ 14,680.00	\$ 14,340.52	\$ 14,557.00	\$ 13,592.68	\$ 13,558.24	\$ 14,089.60	\$ 15,181.84	\$ 15,860.80	\$ 15,506.56	\$ 13,699.00	\$ 13,476.00	\$ 13,699.00	\$ 172,241		
22	\$ 98,499.72	\$ 97,469.15	\$ 98,358.39	\$ 66,474.09	\$ 91,802.27	\$ 97,771.62	\$ 97,705.85	\$ 97,598.05	\$ 97,133.02	\$ 93,745.00	\$ 97,771.00	\$ 98,052.00	\$ 1,132,380		
23	\$ (8,650.63)	\$ (8,650.64)	\$ (8,650.64)	\$ (8,650.63)	\$ (8,650.63)	\$ -	\$ -	\$ (7,769.06)	\$ (7,769.06)	\$ (7,655.00)	\$ (7,655.00)	\$ (7,655.00)	\$ (81,756)		
24	\$ 28.85	\$ 4.22	\$ 66.36	\$ 13.08	\$ 28.32	\$ 106.38	\$ 120.80	\$ 86.78	\$ 86.78	\$ 100.00	\$ 100.00	\$ 100.00	\$ 755		
25	\$ 36,164.85	\$ 35,445.30	\$ 35,509.73	\$ 35,483.07	\$ 35,131.57	\$ 30,735.02	\$ 31,490.80	\$ 34,213.16	\$ 34,198.04	\$ 43,181.00	\$ 43,025.00	\$ 43,449.00	\$ 440,027		
26	\$ 177,444.00	\$ 160,272.00	\$ 177,205.50	\$ 171,720.00	\$ 177,444.00	\$ 171,720.00	\$ 177,444.00	\$ 177,444.00	\$ 171,720.00	\$ 177,444.00	\$ 171,720.00	\$ 177,444.00	\$ 2,089,022		
27	\$ 21,632.29	\$ 13,731.02	\$ 5,581.64	\$ 1,197.46	\$ 5,175.72	\$ 15,370.09	\$ 51,776.10	\$ 26,896.70	\$ 9,496.82	\$ 7,228.00	\$ 7,270.00	\$ 36,166.00	\$ 201,522		
28	\$ 6,200.00	\$ 6,200.00	\$ 6,758.00	\$ 6,386.00	\$ 6,386.00	\$ 6,386.00	\$ 6,386.00	\$ 6,386.00	\$ 6,386.00	\$ 6,386.00	\$ 6,386.00	\$ 6,386.00	\$ 76,632		
29	\$ (9,358.03)	\$ (12,834.08)	\$ (6,444.70)	\$ 25,203.88	\$ 3,552.53	\$ (6,323.04)	\$ (1,183.37)	\$ (7,655.11)	\$ (18,742.31)	\$ -	\$ (16,878.00)	\$ (26,160.00)	\$ (78,822)		
30				\$ (3,837.07)						\$ (6,640.00)	\$ (6,640.00)	\$ (6,640.00)	\$ (29,757)		
31	\$ 9,286.21	\$ 6,924.08	\$ 12,240.81	\$ 12,037.95	\$ 12,797.24	\$ 7,983.54	\$ 4,454.40	\$ 4,513.73	\$ 8,642.39	\$ 6,614.00	\$ 8,687.00	\$ 8,740.00	\$ 102,921		
32	\$ (112.56)		\$ (113.33)	\$ (114.29)	\$ (114.66)		\$ (114.66)						\$ (570)		
33													\$ 34,293		
34	\$ 14,040.00	\$ 14,040.00	\$ 14,040.00	\$ 14,040.00	\$ 14,040.00	\$ 14,040.00	\$ 14,040.00	\$ 14,040.00	\$ 14,040.00	\$ 14,040.00	\$ 14,040.00	\$ 14,040.00	\$ 166,480		
35	\$ 109,573.55	\$ 121,047.85	\$ 115,842.77	\$ 94,528.14	\$ 85,376.64	\$ 90,997.38	\$ 96,748.24	\$ 111,325.14	\$ 88,939.12	\$ 108,466.00	\$ 101,555.00	\$ 104,248.00	\$ 1,228,648		
36													\$ 0		
37													\$ 0		
38	\$ 471,428	\$ 447,989	\$ 462,952	\$ 428,074	\$ 436,527	\$ 442,877	\$ 494,050	\$ 472,940	\$ 419,551	\$ 452,808	\$ 446,712	\$ 476,307	\$ 5,454,015		
39															
40															
41															
42															
43															
44	Market Value is based on the aggregate amount of Pascoag's required payments under the PSA's and PPA's, exclusive of the Reserve and Contingency Fund billings.														
45	to MMWEC at December 31, 2011. These amounts are from Pascoag's audited financial statements.														
46															
47															
48															
49		\$ 50,500	\$ 50,500	\$ 50,500	\$ 50,500	\$ 50,500	\$ 50,500	\$ 50,500	\$ 50,500	\$ 50,500	\$ 50,500	\$ 50,500	\$ 506,000		
50		\$ (82,114)	\$ (82,114)	\$ (82,114)	\$ (82,114)	\$ (82,114)	\$ (82,114)	\$ (82,114)	\$ (82,114)	\$ (82,114)	\$ (82,114)	\$ (82,114)	\$ (825,368)		
51		\$ 48,386	\$ 48,386	\$ 48,386	\$ 48,386	\$ 48,386	\$ 48,386	\$ 48,386	\$ 48,386	\$ 48,386	\$ 48,386	\$ 48,386	\$ 580,632		
52															
53															
54															
55															
56															
57															
58															
59															
60															
61															
62	(1) Information on Schedule A-1 is from Pascoag's Summary of Purchased Power Invoices, submitted under separate cover as "Book 3"														

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
	Pascoag Utility District - Electric Department														
	Restated Purchase Power Costs														
63															
64															
65															
66															
67															
68															
69															
70	Restated Costs (Dollars) -														
71	Transition:														
72	Monthly Transition Charge	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$
73															
74	Restated Transition Cost	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$50,500	\$606,000
75															
76															
77															
78	Transmission	\$109,574	\$121,048	\$115,843	\$94,528	\$85,377	\$85,377	\$90,997	\$96,748	\$111,325	\$88,939	\$106,466	\$101,555	\$104,248	\$1,226,648
79															
80	Net Transmission	\$109,574	\$121,048	\$115,843	\$94,528	\$85,377	\$85,377	\$90,997	\$96,748	\$111,325	\$88,939	\$106,466	\$101,555	\$104,248	\$1,226,648
81															
82	Restated Costs (Dollars) Standard Offer														
83	NYP&A	\$14,680	\$14,341	\$14,557	\$13,593	\$13,568	\$14,090	\$15,182	\$15,861	\$15,861	\$15,507	\$13,699	\$13,476	\$13,699.00	\$172,241
84	MMWEC Admin Chg	\$29	\$4	\$66	\$13	\$28	\$106	\$121	\$87	\$87	\$0	\$100	\$100	\$100.00	\$755
85	ISO Energy / Misc	\$38,165	\$35,445	\$35,510	\$35,483	\$35,132	\$30,735	\$31,491	\$34,213	\$34,198	\$34,198	\$43,181	\$43,025	\$43,448.00	\$440,027
86	ISO Sales	(\$9,358)	(\$12,834)	(\$8,445)	\$25,204	\$3,553	(\$6,323)	(\$1,183)	(\$7,655)	(\$7,655)	(\$18,742)	\$0	\$0	(\$16,878)	(\$78,822)
87	Miller Hydro Group	\$9,286	\$6,924	\$12,241	\$12,038	\$12,797	\$7,984	\$4,454	\$4,514	\$4,514	\$8,642	\$6,614	\$8,687	\$8,740	\$102,921
88	ENE	\$205,276	\$180,203	\$189,545	\$179,303	\$189,006	\$193,476	\$235,606	\$210,727	\$187,603	\$187,603	\$191,058	\$185,376	\$219,996.00	\$2,367,175
89	Project 6	\$98,500	\$97,469	\$98,358	\$66,474	\$91,802	\$97,772	\$97,706	\$97,598	\$97,133	\$97,133	\$93,745	\$97,771	\$98,052.00	\$1,132,380
90	Excess Fund Credit	(\$8,651)	(\$8,651)	(\$8,650)	(\$8,651)	(\$8,651)	\$0	\$0	(\$7,769)	(\$7,769)	(\$7,769)	(\$7,655)	(\$7,655)	(\$7,655)	(\$81,756)
91	UCAP Dominion	\$14,040.00	\$14,040.00	\$14,040.00	\$14,040.00	\$14,040.00	\$14,040.00	\$14,040.00	\$14,040.00	\$14,040.00	\$14,040.00	\$14,040.00	\$14,040.00	\$14,040.00	\$168,480
92	Struce Mnt														
93	Other														
94	NAYPA FCM	\$ (112.56)	\$0	\$ (113.33)	\$ (3,837.07)	\$0	\$0	\$ (114.66)	\$ (114.66)	\$ (114.66)	\$0	\$0	\$ (8,640.00)	\$ (8,640.00)	(\$29,757)
95	Sub-Total	\$361,855	\$326,942	\$347,109	\$333,546	\$351,161	\$351,879	\$397,302	\$361,615	\$330,611	\$330,611	\$346,142	\$345,157	\$374,059	\$4,227,368
96	Market Value (Transition)	(\$50,500)	(\$50,500)	(\$50,500)	(\$50,500)	(\$50,500)	(\$50,500)	(\$50,500)	(\$50,500)	(\$50,500)	(\$50,500)	(\$50,500)	(\$50,500)	(\$50,500)	(\$606,000)
97	Restated Cost - SOS	\$311,355	\$276,442	\$296,609	\$283,046	\$300,651	\$301,379	\$346,802	\$311,115	\$280,111	\$280,111	\$295,642	\$294,657	\$323,559	\$3,621,368
98															
99	Restated Power Costs	\$471,428	\$447,989	\$462,952	\$428,074	\$436,527	\$442,877	\$494,050	\$472,940	\$419,551	\$419,551	\$452,808	\$446,712	\$476,307	\$5,454,015
100															
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Pascoag Utility District - Electric Department
Summary of Revenue and Expenses

See Schedule B for Sales to Customers

For Billing Month: January 2011

Code	Kw	Kwhrs	Demand/ Distribution	Renewable	Transmission	Transition	Conservation	Cust Chg	Stand Offer	Street Lt**	Sales Tax	Power Ftr	Other	Total	# Cust
Res		3,071,942	\$ 106,413.47	\$ 921.58	\$ 61,684.60	\$ 35,573.09	\$ 6,143.88	\$ 15,884	\$ 235,157.16		\$ 7,250.41	\$ 319.00	\$ 625.00	\$ 462,402.88	3971
Comm		294,846	\$ 12,141.76	\$ 88.45	\$ 5,920.51	\$ 3,414.32	\$ 589.69	\$ 5,050	\$ 22,570.46					\$ 57,025.60	505
Indus	5,848.53	1,573,332	\$ 38,190.90	\$ 472.00	\$ 31,592.51	\$ 18,219.18	\$ 3,146.66	\$ 4,950	\$ 120,438.56				-749.35	\$ 216,579.47	66
New Rate					\$ 3,336.79	\$ (306.83)			\$ (6,989.52)					\$ (3,959.56)	4542
SL		53,181												\$	
Total	5,848.53	4,993,301	\$ 156,746.13	\$ 1,482.04	\$ 102,534.40	\$ 56,899.76	\$ 9,880.24	\$ 25,884.10	\$ 371,176.67	\$ 6,350.61	\$ 7,250.41	\$ 319.00	\$ (124.35)	\$ 738,399.00	
sales	w/o st lights	4,940,120													
								Transmission	\$ 102,534.40						
								Transition	\$ 56,899.76						
								Stand Offer	\$ 371,176.67						
								Revenue	\$ 530,610.83						

Schedule B-1

For billing month: Feb-11

Code	Kw	Kwhrs	Demand/ Distribution	Renewable	Transmission	Transition	Conservation	Cust Chg	Stand Offer	Street Lt**	Sales Tax	Power Ftr	Other	Total	# Cust
Res		2,690,841	\$ 93,212.90	\$ 807.25	\$ 61,620.26	\$ 30,460.32	\$ 5,381.68	\$ 15,988	\$ 190,081.01		\$ 7,230.11	\$ 110.00	\$ 397,661.18	\$ 3997	
Comm		293,572	\$ 12,079.93	\$ 88.07	\$ 6,731.35	\$ 3,323.24	\$ 587.14	\$ 5,050	\$ 20,737.93				\$ 55,827.77	\$ 505	
Indus		1,855,475	\$ 38,915.73	\$ 548.09	\$ 42,490.38	\$ 21,003.98	\$ 2,841.44	\$ 5,100	\$ 131,940.26			\$ 310.94	\$ 242,604.27	\$ 68	
New Rate					\$ (2.80)	\$ 0.15			\$ 13.29				\$ 10.64	\$ 4570	
SL		44,679													
Total		5,959,53	144,208.54	1,443.42	110,839.19	54,787.68	8,810.27	26,137.76	342,772.49	6,244.58	7,230.11	310.94	(436.55)	702,348.42	

sales w/o st lights 4,839,886

Transmission \$ 110,839.19
 Transition \$ 54,787.68
 Stand Offer \$ 342,772.49
 Revenue \$ 508,399.36

TRANSITION = .01132
 TRANSMISSION = .02290
 SOS = .07064
 .10486

Schedule B-2

Schedule B-3

For Billing Month: March 2011

Code	Kw	Kwhrs	Demand/ Distribution	Renewable	Transmission	Transition	Conservation	Cust Chg	Stand Offer	Street Lt**	Sales Tax	Power Ftr	Other	Total	# Cust													
Res		2,283,056	\$	79,086.06	\$	684.92	\$	52,281.98	\$	25,844.19	\$	4,566.11	\$	15,931	\$	161,275.08	3983											
Comm		283,116	\$	11,688.72	\$	84.93	\$	6,483.36	\$	3,204.87	\$	5,000	\$	19,999.31	\$	53,996.23	500											
Indus		1,549,385	\$	39,183.46	\$	464.82	\$	35,480.92	\$	17,539.04	\$	3,098.77	\$	5,175	\$	109,448.56	69											
New Rate																												
SL																	4552											
Total		6,432.53	\$	129,928.24	\$	1,234.67	\$	94,246.26	\$	46,588.11	\$	8,231.11	\$	26,105.41	\$	290,722.95	\$	6,087.54	\$	6,998.90	\$	333.28	\$	25.00	\$	610,501.46		
sales		w/o st lights		4,159,484		(43,927)																						

Transmission \$ 94,246.26 ✓
 Transition \$ 46,588.11 ✓
 Stand Offer \$ 290,722.95 ✓
 Revenue \$ 431,557.31 ✓

For Billing Month: April

Code	KW	Kwhrs	Demand/ Distribution	Renewable	Transmission	Transition	Conservation	Cust Chg	Stand Offer	Street Lt**	Sales Tax	Power Ftr	Other	Total	# Cust								
Res		2,470,176	\$	85,567.51	\$	741.05	\$	56,567.03	\$	27,962.39	\$	15,916	\$	174,493.23									
Comm		242,033	\$	9,966.76	\$	72.61	\$	5,542.56	\$	2,739.81	\$	484.07	\$	4,818.30	3979								
Indus		1,533,281	\$	38,751.50	\$	459.98	\$	35,112.13	\$	17,356.74	\$	4,575	\$	108,310.97	482								
New Rate															61								
SL		37,450													4522								
Total	5,934.38	4,282,940	\$	134,285.77	\$	1,273.65	\$	97,221.72	\$	48,058.95	\$	25,308.90	\$	299,901.41	\$	6,230.26	\$	6,470.64	\$	(211.49)	\$	627,030.79	

sales w/o st lights 4,245,490

Transmission \$ 97,221.72
 Transition \$ 48,058.95
 Stand Offer \$ 299,901.41
 Revenue \$ 445,182.08

Schedule B-4

For Billing Month: May 2011

Code	Kw	Kwhrs	Demand/ Distribution	Renewable	Transmission	Transition	Conservation	Cust Chg	Stand Offer	Street Lt**	Sales Tax	Power Ftr	Other	Total	# Cust												
Res		2,003.131	\$	69,389.74	\$	600.94	\$	45,871.70	\$	22,675.44	\$	4,006.26	\$	15,913	\$	141,501.17	\$	206.67	\$	300,164.48	3978						
Comm		235.669	\$	9,705.08	\$	70.70	\$	5,396.82	\$	2,667.77	\$	471.34	\$	4,840	\$	16,647.66	\$		\$	46,313.11	484						
Indus		1,520.500	\$	39,260.91	\$	456.15	\$	34,819.45	\$	17,212.06	\$	3,041.00	\$	4,725	\$	107,408.12	\$		\$	206,520.39	63						
New Rate																						4525					
SL																											
Total		6,012.39	\$	118,355.72	\$	1,127.79	\$	86,087.97	\$	42,555.28	\$	7,518.60	\$	25,476.95	\$	265,556.95	\$	6,285.93	\$	6,514.24	\$	332.25	\$	(527.88)	\$	589,283.80	

sales w/o st lights 3,758,300

Transmission	\$	86,087.97
Transition	\$	42,555.28
Stand Offer	\$	265,556.95
Revenue	\$	394,200.20

Schedule B-5

Billing Month: June 2011

Code	Kw	Kwhrs	Demand/ Distribution	Renewable	Transmission	Transition	Conservation	Cust Chg	Stand Offer	Street Lt**	Sales Tax	Power Ftr	Other	Total	# Cust
Res			2,125,783 \$	73,639.71 \$	48,680.43 \$	24,063.86 \$	4,251.57 \$	16,036 \$	150,165.31		6,725.76	292.93	86.66	317,561.24	4009
Comm			233,499 \$	9,615.50 \$	5,347.13 \$	2,643.21 \$	467.00 \$	4,900 \$	16,494.37					46,262.91	490
Indus			1,467,065 \$	39,215.19 \$	33,595.79 \$	16,607.18 \$	2,934.13 \$	5,025 \$	103,633.47					201,199.94	67
New Rate															
SL			31,036												4566
Total			<u>3,857,383</u> \$	<u>122,470.40</u> \$	<u>87,623.35</u> \$	<u>43,314.25</u> \$	<u>7,652.69</u> \$	<u>25,960.86</u> \$	<u>270,293.15</u> \$	<u>6,246.68</u> \$	<u>6,725.76</u> \$	<u>292.93</u> \$	<u>(457.20)</u> \$	<u>\$ 871,270.77</u>	

sales w/o st lights 3,826,347

Transmission \$ 87,623.35
 Transition \$ 43,314.25
 Stand Offer \$ 270,293.15
 Revenue \$ 401,230.75

Schedule B-6

For Billing Month: August 2011

Code	Kw	Kwhrs	Demand/ Distribution	Renewable	Transmission	Transition	Conservation	Cust Chg	Stand Offer	Street Lt**	Sales Tax	Power Ftr	Other	Total	# Cust
Res			3,106,190 \$	107,600.55 \$	931.86 \$	71,131.75 \$	35,162.07 \$	16,008 \$	219,338.46 \$		8,192.94 \$		350.00 \$	456,735.06 \$	4002
Comm			313,942 \$	12,928.13 \$	94.18 \$	7,189.27 \$	3,553.82 \$	4,910 \$	22,176.86 \$					59,673.10 \$	491
Indus	6,037.26		1,697,488 \$	39,423.31 \$	509.25 \$	38,872.48 \$	19,215.56 \$	4,725 \$	119,910.55 \$			375.03 \$	-525.9 \$	225,900.25 \$	63
New Rate						(0.03) \$			82.24 \$		0.34			82.55 \$	4556
SL			36,560												
Total	6,037.26		5,154,180 \$ (36,560)	159,951.99 \$	1,535.29 \$	117,193.47 \$	57,931.46 \$	25,643 \$	361,508.12 \$	6,194.72 \$	8,193.28 \$	375.03 \$	(175.90) \$	748,585.68 \$	
sales	w/o st lights		5,117,620												

Transmission \$ 117,193.47
 Transition \$ 57,931.46
 Stand Offer \$ 361,508.12
 Revenue \$ 536,633.04

Schedule B-8

For billing month: September 2011

Code	Kw	Kwhrs	Demand/ Distribution	Renewable	Transmission	Transition	Conservation	customer chrg	Stand Offer	Street Lt**	Sales Tax	Power Ftr	Other	Total	# Cust
Res		2,944,225	\$ 101,990.19	\$ 883.27	\$ 67,422.75	\$ 33,328.63	\$ 5,888.45	\$ 16,076	\$ 207,980.05		\$ 8,803.21	\$ 375.75	\$ 450.00	\$ 434,019.35	4019
Comm		344,597	\$ 14,190.50	\$ 103.38	\$ 7,891.27	\$ 3,900.84	\$ 689.19	\$ 4,910	\$ 24,342.33		\$ 500.00		\$ 500.00	\$ 65,330.73	491
Indus	5,934.62	2,030,111	\$ 38,753.07	\$ 609.03	\$ 46,489.54	\$ 22,980.86	\$ 4,060.22	\$ 4,650	\$ 143,407.04				\$ 493.72	\$ 261,819.23	62
New Rate															
SL			41,043												4572
Total	5,934.62	5,359,976	\$ 154,933.77	\$ 1,595.68	\$ 121,803.57	\$ 60,210.32	\$ 10,637.87	\$ 25,636	\$ 375,729.43	\$ 6,188.07	\$ 8,803.21	\$ 375.75	\$ 1,443.72	\$ 767,357.38	

sales w/o st lights 5,318,933

Transmission \$ 121,803.57
 Transition \$ 60,210.32
 Stand Offer \$ 375,729.43
 Revenue \$ 557,743.31

Schedule B-9

	A	B	C	D	E	F	G	H	
64								Schedule C-1	
65									
66	Combined Standard Offer, Transition Charge, and Transmission Charge								
67									
68	Forecast Cumulative Over/(Under) Collection at 12/31/2009							\$286,833	
69									
70	Jan 2010	Transfer to PPRF account				\$ (200,000)	\$86,833	Per RIPUC 12/23/09 (1)	
71			Revenue	Expense		Monthly	Cumulative		
72	Jan 2010	\$86,833	\$560,925	\$448,121		\$112,803	\$199,633		
73	Feb 2010	\$199,633	\$446,702	\$433,141		\$13,561	\$213,194		
74	March 2010	\$213,194	\$412,474	\$447,079		(\$34,605)	\$178,589		
75	April 2010	\$178,589	\$478,725	\$420,739		\$57,986	\$236,575		
76	May 2010	\$236,575	\$373,665	\$411,079		(\$37,414)	\$199,161		
77	June 2010	\$199,161	\$440,377	\$461,359		(\$20,983)	\$178,178		
78	July 2010	\$178,178	\$549,030	\$542,510		\$6,521	\$184,699		
79	August 2010	\$184,699	\$591,041	\$483,170		\$107,871	\$292,570		
80	Sept 2010	\$292,570	\$547,792	\$432,045		\$115,747	\$408,317		
81	Oct 2010	\$408,317	\$459,399	\$418,744		\$40,655	\$448,972		
82	Nov 2010	\$448,972	\$406,237	\$414,036		(\$7,799)	\$441,173		
83	Dec 2010	\$441,173	\$484,970	\$474,974		\$9,996	\$451,169		
84	12/29/10					(\$200,000)	\$251,169	Per RIPUC 12/22/2010 (2)	
85		Period Cumulative Over/(Under) collection				\$364,339			
86									
87	Forecast Cumulative Over/(Under) Collection at 12/31/2010							\$251,169	
88									
89									
90									
91	Combined Standard Offer, Transition Charge, and Transmission Charge								
92									
93									
94		Start Bal	Revenue	Expense		Monthly	Cumulative		
95	1/31/2011	\$251,169	\$530,611	\$471,428		\$59,183	\$310,351		
96	2/28/2011	\$310,351	\$508,399	\$447,989		\$60,410	\$370,761		
97	3/31/2011	\$370,761	\$431,557	\$462,952		(\$31,395)	\$339,367		
98	4/30/2011	\$339,367	\$445,182	\$428,074		\$17,108	\$356,474		
99	5/31/2011	\$356,474	\$394,200	\$436,527		(\$42,327)	\$314,147		
100	6/30/2011	\$314,147	\$401,231	\$442,877		(\$41,646)	\$272,502		
101	7/31/2011	\$272,502	\$509,871	\$494,050		\$15,821	\$288,322		
102	8/31/2011	\$288,322	\$536,634	\$472,940		\$63,693	\$352,016		
103	9/30/2011	\$352,016	\$557,743	\$419,551		\$138,193	\$490,209		
104	10/31/2011	\$490,209	\$442,553	\$452,608		(\$10,055)	\$480,153		
105	11/30/2011	\$480,153	\$407,528	\$446,712		(\$39,184)	\$440,970		
106	12/31/2011	\$440,970	\$430,339	\$478,307		(\$47,968)	\$393,002		
107									
108		Period Cumulative Over/(Under) collection				\$141,833			
109									
110	Forecast Cumulative Over/(Under) Collection at 12/31/2011							\$393,002	
111									
112									
113									
114									
115									
116	Footnotes:								
117	(1) Transfer to PPRF to increase balance to \$500,000								
118									
119	(2) Transfer to PPRF for SPE project or future rate reduction								

	A	B	C	D	E	F	G	H	I
62								Schedule C-2	
63									
64				Standard Offer					
65									
66			Revenue	Expense		Monthly	Cumulative		
67	Jan 2010	\$ (69,001)	\$336,845	310,688		\$26,158	(\$42,843)		
68	Feb 2010	\$ (42,843)	\$315,945	269,557		\$46,388	\$3,544		
69	Mar-10	\$ 3,544	\$291,793	\$293,675		(\$1,883)	\$1,662		
70	April 2010	\$ 1,662	\$338,660	\$265,646		\$73,014	\$74,676		
71	May 2010	\$ 74,676	\$264,338	\$286,406		(\$22,068)	\$52,608		
72	June 2010	\$ 52,608	\$311,532	\$320,073		(\$8,541)	\$44,067		
73	July 2010	\$ 44,067	\$388,395	\$400,577		(\$12,182)	\$31,885		
74	Aug 2010	\$ 31,885	\$418,114	\$329,997		\$88,117	\$120,002		
75	Sept 2010	\$ 120,002	\$387,520	\$288,424		\$99,096	\$219,098		
76	Oct 2010	\$ 219,098	\$324,988	\$276,638		\$48,350	\$267,448		
77	Nov 2010	\$ 267,448	\$287,381	\$285,163		\$2,217	\$269,665		
78	Dec 2010	\$ 269,665	\$343,078	\$323,650		\$19,428	\$289,093		
79				12/29/2010			(\$200,000)	"RSF" to PPRF	
80		Period Cumulative Over/(Under) collection				\$358,094	\$89,093	Comm Report & Order	
81								12/22/2010 (1)	
82	Forecast Cumulative Over/(Under) Collection at 12/31/2010						\$89,093		
83									
84									
85									
86									
87									
88									
89									
90									
91				Standard Offer					
92									
93		Start Bal	Revenue	Expense		Monthly	Cumulative		
94	1/31/2011	\$89,093	\$371,177	\$311,355		\$59,822	\$148,915		
95	2/28/2011	\$148,915	\$342,773	\$276,442		\$66,331	\$215,246		
96	3/31/2011	\$215,246	\$290,723	\$296,609		(\$5,886)	\$209,360		
97	4/30/2011	\$209,360	\$299,901	\$283,046		\$16,855	\$226,215		
98	5/31/2011	\$226,215	\$265,557	\$300,651		(\$35,094)	\$191,121		
99	6/30/2011	\$191,121	\$270,293	\$301,379		(\$31,086)	\$160,035		
100	7/31/2011	\$160,035	\$343,480	\$346,802		(\$3,322)	\$156,713		
101	8/31/2011	\$156,713	\$361,509	\$311,115		\$50,394	\$207,107		
102	9/30/2011	\$207,107	\$375,729	\$280,111		\$95,618	\$302,725		
103	10/31/2011	\$302,725	\$298,130	\$295,642		\$2,488	\$305,213		
104	11/30/2011	\$305,213	\$274,536	\$294,657		(\$20,121)	\$285,092		
105	12/31/2011	\$285,092	\$289,902	\$323,559		(\$33,657)	\$251,435		
106									
107		Period Cumulative Over/(Under) collection				\$162,342			
108									
109	Forecast Cumulative Over/(Under) Collection at 12/31/2011						\$251,435		
110									
111									
112									
113									
114									
115									
116	Footnote:								
117	(1) Transfer to PPRF for SPE project of future rate reduction								

	A	B	C	D	E	F	G	H
55								Schedule C-3
56	Transition Charge							
57								
58			Revenue	Expense		Monthly	Cumulative	
59	Jan 2010	\$6,559	\$69,353	\$50,500		\$18,853	\$25,412	
60	Feb 2010	\$25,412	\$47,813	\$50,500		(\$2,687)	\$22,725	
61	March 2010	\$22,725	\$44,141	\$50,500		(\$6,359)	\$16,365	
62	April 2010	\$16,365	\$51,230	\$50,500		\$730	\$17,096	
63	May 2010	\$17,096	\$39,987	\$50,500		(\$10,513)	\$6,583	
64	June 2010	\$6,583	\$47,127	\$50,500		(\$3,373)	\$3,210	
65	July 2010	\$3,210	\$58,754	\$50,500		\$8,254	\$11,464	
66	August 2010	\$11,464	\$63,250	\$50,500		\$12,750	\$24,213	
67	Sept 2010	\$24,213	\$58,622	\$50,500		\$8,122	\$32,335	
68	Oct 2010	\$32,335	\$49,162	\$50,500		(\$1,338)	\$30,997	
69	Nov 2010	\$30,997	\$43,473	\$50,500		(\$7,027)	\$23,970	
70	Dec 2010	\$23,970	\$51,899	\$50,500		\$1,399	\$25,369	
71	Period Cumulative Over/(Under) collection						\$18,810	
72								
73	Forecast Cumulative Over/(Under) Collection at 12/31/2010							\$25,369
74								
75								
76								
77								
78								
79								
80	Transition Charge							
81								
82		Start Bal	Revenue	Expense		Monthly	Cumulative	
83								
84	1/31/2011	\$25,369	\$56,900	\$50,500		\$6,400	\$31,769	
85	2/28/2011	\$31,769	\$54,788	\$50,500		\$4,288	\$36,056	
86	3/31/2011	\$36,056	\$46,588	\$50,500		(\$3,912)	\$32,144	
87	4/30/2011	\$32,144	\$48,059	\$50,500		(\$2,441)	\$29,703	
88	5/31/2011	\$29,703	\$42,555	\$50,500		(\$7,945)	\$21,758	
89	6/30/2011	\$21,758	\$43,314	\$50,500		(\$7,186)	\$14,573	
90	7/31/2011	\$14,573	\$55,042	\$50,500		\$4,542	\$19,115	
91	8/31/2011	\$19,115	\$57,931	\$50,500		\$7,431	\$26,546	
92	9/30/2011	\$26,546	\$60,210	\$50,500		\$9,710	\$36,257	
93	10/31/2011	\$36,257	\$47,775	\$50,500		(\$2,725)	\$33,532	
94	11/30/2011	\$33,532	\$43,994	\$50,500		(\$6,506)	\$27,026	
95	12/31/2011	\$27,026	\$46,457	\$50,500		(\$4,043)	\$22,983	
96								
97	Period Cumulative Over/(Under) collection						(\$2,386)	
98								
99	Forecast Cumulative Over/(Under) Collection at 12/31/2011							\$22,983

	A	B	C	D	E	F	G	H	I	
64								Schedule C-4		
65										
66			Transmission Charge							
67										
68			Forecast Cumulative Over/(Under) Collection at 12/31/2009					\$349,271		
69	Jan 2010	Transfer to PPRF Account				\$ (200,000)	\$149,271	Per RIPUC order 12/23/09	(1)	
70			<u>Revenue</u>	<u>Expense</u>		<u>Monthly</u>	<u>Cumulative</u>			
71	Jan 2010	\$149,271	\$154,726	\$86,934		\$ 67,793	\$217,064			
72	Feb 2010	\$217,064	\$82,944	\$113,084		\$ (30,140)	\$186,924			
73	Mar 2010	\$186,924	\$76,541	\$102,903		\$ (26,363)	\$160,561			
74	April 2010	\$160,561	\$88,835	\$104,593		\$ (15,758)	\$144,803			
75	May 2010	\$144,803	\$69,339	\$74,173		\$ (4,833)	\$139,970			
76	June 2010	\$139,970	\$81,719	\$90,787		\$ (9,068)	\$130,901			
77	July 2010	\$130,901	\$101,881	\$91,433		\$ 10,448	\$141,350			
78	Aug 2010	\$141,350	\$109,677	\$102,672		\$ 7,004	\$148,354			
79	Sept 2010	\$148,354	\$101,651	\$93,121		\$ 8,530	\$156,884			
80	Oct 2010	\$156,884	\$85,248	\$91,606		\$ (6,358)	\$150,526			
81	Nov 2010	\$150,526	\$75,383	\$78,373		\$ (2,989)	\$147,537			
82	Dec 2010	\$147,537	\$89,994	\$100,824		\$ (10,830)	\$136,707			
83		Period Cumulative Over/(Under) collection				\$ (12,564)				
84										
85		Forecast cumulative Over/(Under) Collection at 12/31/2010					\$136,707			
86										
87										
88										
89										
90										
91			Transmission Charge							
92										
93		<u>Start Bal</u>	<u>Revenue</u>	<u>Expense</u>		<u>Monthly</u>	<u>Cumulative</u>			
94	1/31/2011	\$136,707	\$102,534	\$109,574		(\$7,039)	\$129,667			
95	2/28/2011	\$129,667	\$110,839	\$121,048		(\$10,209)	\$119,459			
96	3/31/2011	\$119,459	\$94,246	\$115,843		(\$21,597)	\$97,862			
97	4/30/2011	\$97,862	\$97,222	\$94,528		\$2,694	\$100,556			
98	5/31/2011	\$100,556	\$86,088	\$85,377		\$711	\$101,267			
99	6/30/2011	\$101,267	\$87,623	\$90,997		(\$3,374)	\$97,893			
100	7/31/2011	\$97,893	\$111,349	\$96,748		\$14,601	\$112,494			
101	8/31/2011	\$112,494	\$117,193	\$111,325		\$5,868	\$118,362			
102	9/30/2011	\$118,362	\$121,804	\$88,939		\$32,864	\$151,226			
103	10/31/2011	\$151,226	\$96,648	\$106,466		(\$9,818)	\$141,408			
104	11/30/2011	\$141,408	\$88,999	\$101,555		(\$12,556)	\$128,852			
105	12/31/2011	\$128,852	\$93,980	\$104,248		(\$10,268)	\$118,584			
106										
107		Period Cumulative Over/(Under) collection				(\$18,123)				
108										
109		Forecast cumulative Over/(Under) Collection at 12/31/2011					\$118,584			
110										
111										
112										
113										
114										
115										
116										
117										
118										
119										
120	Footnote:									
121	(1) Transfer to PPRF to increase balance to \$500,000									

Reconciliation of Forecast to Actual

<u>Month</u>	<u>Budget</u>	<u>Actual</u>	<u>Difference</u>	<u>Energy (MWH)</u> <u>Budget</u>	<u>Energy (MWH)</u> <u>Actual</u>	<u>Difference</u> <u>(Energy)</u>	<u>Actual Cost</u> <u>MWH</u>	<u>Budget Cost</u> <u>MWH</u>
	<u>(1)</u>			<u>(1)</u>				
Jan 2011	\$475,934	\$471,428	(\$4,506)	4,938	5,105	167	\$92.34	\$96.38
Feb 2011	\$441,164	\$447,989	\$6,825	4,318	4,410	92	\$101.59	\$102.17
Mar 2011	\$442,489	\$462,952	\$20,463	4,463	4,759	296	\$97.28	\$99.15
Apr 2011	\$461,180	\$428,074	(\$33,106)	3,999	4,040	41	\$105.97	\$115.32
May 2011	\$426,799	\$436,527	\$9,728	4,142	4,093	(49)	\$106.65	\$103.04
Jun 2011	\$469,553	\$442,877	(\$26,676)	4,584	4,638	54	\$95.49	\$102.43
Jul 2011	\$503,077	\$494,050	(\$9,027)	5,432	5,679	247	\$87.00	\$92.61
Aug 2011	\$519,358	\$472,940	(\$46,418)	5,210	4,892	(318)	\$96.67	\$99.68
Sep 2011	\$464,149	\$419,551	(\$44,598)	4,354	4,506	152	\$93.11	\$106.60
Oct 2011 (Revised)	\$ 452,608	\$452,608	\$0	4,350	4,350	0	\$104.05	\$104.05
Nov 2011 (Revised)	\$446,712	\$446,712	\$0	4,407	4,407	0	\$101.36	\$101.36
Dec 2011 (Revised)	\$478,307	\$478,307	\$0	4,988	4,988	0	\$95.89	\$95.89
Total	\$5,581,330	\$5,454,015	(\$127,315)	55,185	55,867	682	\$97.63	\$101.14
Original Forecast	<u>\$5,593,165</u>							
	<u>(\$11,835)</u>							
						"Average" MWH cost	\$97.63	\$101.14

(1) From 12/2010 filing, Schedule F

	A	B	C	D	E	F	G	H	I	J	K	L
64												Schedule E
65												
66	Summary of Energy Sales to Customers Fiscal Year 2010											
67												
68			2010		2009		2008					
69												
70	January	Actual	5,100		5,337		4,444			4,961		
71	February	Actual	4,128		4,363		4,594			4,362		
72	March	Actual	3,812		4,183		4,069			4,021		
73	April	Actual	4,424		3,696		3,937			4,019		
74	May	Actual	3,453		4,014		3,970			3,813		
75	June	Actual	4,070		3,577		3,616			3,754		
76	July	Actual	5,074		3,951		4,599			4,541		
77	August	Actual	5,462		4,876		5,366			5,235		
78	Sept	Actual	5,062		4,713		4,153			4,643		
79	Oct	Actual	4,245		4,203		4,190			4,213		
80	Nov	Actual	3,754		3,954		4,145			3,951		
81	Dec	Actual	4,482		3,849		3,611			3,981		
82												
83			53,066		50,718		50,693			51,492		
84			(Schedule A, Line 138)									
85												
86												
87	Annual Total Average Sales									51,492		
88	Growth Factor	1%								515		
89												
90	Annual Forecast Sales									52,007		
91												
92												
93												
94												
95	Summary of Energy Sales to Customers Fiscal Year 2011											
96												
97			2011		2010		2009			3-Year Average		
98												
99	January		4,940		5,100		5,337			5,126		
100	February		4,840		4,128		4,363			4,444		
101	March		4,116		3,812		4,183			4,037		
102	April		4,245		4,424		3,696			4,122		
103	May		3,759		3,453		4,014			3,742		
104	June		3,826		4,070		3,577			3,824		
105	July		4,862		5,074		3,951			4,629		
106	August		5,118		5,462		4,876			5,152		
107	September		5,319		5,062		4,713			5,031		
108	October		4,213	(1)	4,245		4,203			4,220		
109	November		3,951	(1)	3,754		3,954			3,886		
110	December		3,981	(1)	4,482		3,849			4,104		
111												
112			53,170		53,066		50,718			52,318		
113												
114												
115												
116	Annual Total Sales - Three Year Average									52,318		
117	No Growth Factor									0		
118	Annual Forecast Sales - 2012									52,318		
119												
120												
121	Footnote:											
122	(1) See Three Year Average, above for estimated sales											

A	B	Pascoag Utility District												O	P
		C	D	E	F	G	H	I	J	K	L	M	N		
1	2	Forecast Purchased Power Costs (1)												3	4
3	4	Jan 2012 (MWH)	Feb 2012 (MWH)	Mar 2012 (MWH)	Apr 2012 (MWH)	May 2012 (MWH)	Jun 2012 (MWH)	Jul 2012 (MWH)	Aug 2012 (MWH)	Sept 2012 (MWH)	Oct 2012 (MWH)	Nov 2012 (MWH)	Dec 2012 (MWH)	Period Total	5
5	6	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	6
5	NYPA - Firm	1,391	1,302	1,391	1,346	1,391	1,346	1,391	1,391	1,346	1,391	1,346	1,391	16,423	7
6	Seabrook	970	907	970	939	970	939	970	970	939	970	939	970	10,483	8
7	Sub-total Base	2,361	2,209	2,361	2,285	2,361	2,285	2,361	2,361	2,285	2,361	2,285	2,361	26,906	9
9	Capacity Market Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	10
10	Capacity Market Purchases	-	-	-	-	-	-	-	-	-	-	-	-	-	11
11	Dominion Capacity Purchase	-	-	-	-	-	-	-	-	-	-	-	-	-	12
12	Energy Purchases	-	-	-	-	-	-	-	-	-	-	-	-	-	13
13	Miller Hydro	129	112	151	188	181	145	95	84	68	104	137	137	1,531	14
14	Spruce Mt.	180	190	176	94	127	93	127	97	125	154	160	186	1,731	15
15	Constellation Purchase	2441	2142	1947	1498	1654	2362	3400	2754	2107	1730	1876	2426	26,337	16
16	Sub-total Intermediate	2,750	2,444	2,274	1,780	1,962	2,656	3,588	2,935	2,300	1,988	2,173	2,749	29,599	17
17	NYPA - Peak	9	9	9	9	9	9	9	9	9	9	9	9	108	18
18	Sub-total Peaking	9	9	9	9	9	9	9	9	9	9	9	9	108	19
19	ISO Energy Net Interchange	(86)	(330)	(147)	(31)	(122)	(394)	(526)	(96)	(206)	(72)	(92)	(92)	(1,170)	20
20	Total MWH Purchased	5,034	4,332	4,497	4,043	4,210	4,556	5,432	5,209	4,388	4,320	4,395	5,027	55,443	21
21	Purchased Power Cost	\$ 15,315	\$ 14,873	\$ 15,315	\$ 15,094	\$ 15,579	\$ 15,358	\$ 15,579	\$ 15,579	\$ 15,358	\$ 15,579	\$ 15,358	\$ 15,579	\$ 184,566	22
22	NYPA Firm	\$ 28,000	\$ 38,000	\$ 28,000	\$ 20,600	\$ 14,600	\$ 16,600	\$ 16,600	\$ 18,600	\$ 15,600	\$ 20,600	\$ 20,600	\$ 18,600	\$ 254,400	23
23	(T) NYPA Transmission	\$ 90,468	\$ 89,913	\$ 90,468	\$ 90,191	\$ 98,168	\$ 97,891	\$ 90,968	\$ 90,968	\$ 90,968	\$ 81,667	\$ 90,968	\$ 90,968	\$ 1,093,006	24
24	(2) Seabrook	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 7,200	25
25	(T) Seabrook Transmission	\$ 134,383	\$ 143,386	\$ 134,383	\$ 126,485	\$ 128,947	\$ 128,449	\$ 123,747	\$ 125,747	\$ 122,226	\$ 118,446	\$ 127,226	\$ 125,747	\$ 1,539,172	26
26	Sub-total Base	(\$10,800)	(\$10,800)	(\$10,800)	(\$10,800)	(\$10,800)	(\$8,640)	(\$8,640)	(\$8,640)	(\$8,640)	(\$8,640)	(\$8,640)	(\$8,640)	(\$114,480)	27
27	Capacity Market Sales	\$ 42,741	\$ 42,741	\$ 42,741	\$ 42,741	\$ 42,741	\$ 34,193	\$ 34,193	\$ 34,193	\$ 34,193	\$ 34,193	\$ 34,193	\$ 34,193	\$ 453,056	28
28	Capacity Market Purchases	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 168,480	29
29	Dominion Capacity Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	30
30	Energy Purchases	\$ 8,205	\$ 7,098	\$ 9,561	\$ 11,961	\$ 11,468	\$ 9,195	\$ 6,031	\$ 5,352	\$ 4,314	\$ 6,629	\$ 8,693	\$ 8,730	\$ 97,237	31
31	Miller Hydro	\$ 17,892	\$ 18,877	\$ 17,446	\$ 9,337	\$ 12,629	\$ 14,774	\$ 9,210	\$ 9,612	\$ 12,391	\$ 15,273	\$ 15,854	\$ 18,442	\$ 171,737	32
32	Spruce Mt.	\$ 146,220	\$ 128,300	\$ 116,607	\$ 99,728	\$ 99,059	\$ 141,482	\$ 203,665	\$ 164,992	\$ 126,209	\$ 103,619	\$ 112,365	\$ 145,347	\$ 1,577,633	33
33	Constellation Purchase	\$ (4,635)	\$ (17,689)	\$ (5,575)	\$ (1,050)	\$ (4,151)	\$ (13,410)	\$ (19,398)	\$ (3,528)	\$ (6,923)	\$ 33,024	\$ (2,725)	\$ (4,188)	\$ (50,258)	34
34	ISO Energy Net Interchange	\$ 213,663	\$ 182,557	\$ 184,020	\$ 155,957	\$ 165,026	\$ 191,634	\$ 239,101	\$ 216,021	\$ 175,584	\$ 198,138	\$ 173,780	\$ 207,824	\$ 2,303,405	35
35	Sub-total Intermediate	\$ 431	\$ 428	\$ 431	\$ 429	\$ 443	\$ 441	\$ 443	\$ 443	\$ 441	\$ 443	\$ 441	\$ 443	\$ 5,257	36
36	NYPA - Peak	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 4,800	37
37	(T) NYPA - Peaking Transmission	\$ 831	\$ 828	\$ 831	\$ 829	\$ 843	\$ 841	\$ 843	\$ 843	\$ 841	\$ 843	\$ 841	\$ 843	\$ 10,057	38
38	Sub-total Peaking	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200	39
39	ISO Energy Net Interchange	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 18,000	40
41	Service Billing	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 76,632	42
42	(T) Hydro Quebec	\$ 5,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,360	43
43	ENE All Requir/Supply	\$ 4,703	\$ 3,596	\$ 2,616	\$ 3,580	\$ 2,411	\$ 2,505	\$ 3,532	\$ 10,578	\$ 8,099	\$ 2,152	\$ 1,876	\$ 3,062	\$ 48,710	44
44	ISO Annual Fee	\$ 1,667	\$ 5,999	\$ 5,561	\$ 5,887	\$ 5,358	\$ 5,572	\$ 5,755	\$ 9,197	\$ 7,884	\$ 7,952	\$ 6,030	\$ 6,389	\$ 73,251	45
45	ISO Load Based Charges	\$ 63,149	\$ 61,555	\$ 61,425	\$ 54,500	\$ 48,211	\$ 55,404	\$ 67,122	\$ 88,942	\$ 76,708	\$ 80,986	\$ 57,027	\$ 63,555	\$ 778,584	46
46	ISO Scheduled Charges	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 240,000	47
47	(T) NEPOOL OATT Charge	\$ 6,600	\$ 6,600	\$ 6,600	\$ 6,600	\$ 6,600	\$ 6,600	\$ 6,600	\$ 6,600	\$ 6,600	\$ 7,400	\$ 7,400	\$ 7,400	\$ 81,600	48
48	(T) Network Trans Service (NGRID)	\$ 18,216	\$ 16,081	\$ 14,663	\$ 15,953	\$ 14,255	\$ 14,563	\$ 15,773	\$ 26,261	\$ 22,469	\$ 16,590	\$ 14,392	\$ 15,937	\$ 205,153	49
49	(T) DAF Charge (NGRID)	\$ 91,249	\$ 89,655	\$ 89,525	\$ 82,600	\$ 76,311	\$ 83,504	\$ 95,222	\$ 117,042	\$ 104,908	\$ 109,886	\$ 85,927	\$ 92,455	\$ 1,118,184	50
50	Total (non-transmission)	\$ 109,465	\$ 105,736	\$ 104,188	\$ 98,553	\$ 90,566	\$ 98,067	\$ 110,995	\$ 143,303	\$ 127,277	\$ 126,476	\$ 100,319	\$ 108,392	\$ 1,323,337	51
51	Transmission (T) subtotal	\$ 120,249	\$ 128,655	\$ 118,525	\$ 104,200	\$ 91,911	\$ 99,104	\$ 112,822	\$ 136,642	\$ 121,408	\$ 131,486	\$ 107,527	\$ 112,055	\$ 1,384,584	52
52	Total	\$ 338,093	\$ 303,852	\$ 304,897	\$ 277,624	\$ 283,471	\$ 319,887	\$ 361,864	\$ 349,272	\$ 304,520	\$ 312,417	\$ 294,639	\$ 330,851	\$ 3,791,387	53
53	Total Energy (Fixed and Variable)	458,342	432,507	423,422	381,824	385,382	418,991	474,686	485,914	425,928	443,903	402,166	442,906	5,175,971	54
54	Total Costs for Period	(1) Please see, Energy New England Bulk Power Cost Projections, Schedule G-1 to G-13													55
55	Total	(2) The total for Seabrook (Project 6) includes the Surplus Fund Credit. (Based on MMVEC's Surplus Fund reconciliation dated July 20, 2011.)													56
56	Total	(T) Indicates Transmission Charges													57
57	Total														58
58	Total														59

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	Pascoag Utility District															
	Restated Forecast Purchased Power Costs															
	Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	Jun 2012	Jul 2012	Aug 2012	Sept 2012	Oct 2012	Nov 2012	Dec 2012	Period Total			
	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast	Forecast
	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 603,000
	(\$1,915)	(\$1,915)	(\$1,915)	(\$1,915)	(\$1,915)	(\$1,915)	(\$1,915)	(\$1,915)	(\$1,915)	(\$1,915)	(\$1,915)	(\$1,915)	(\$1,915)	(\$1,915)	(\$1,915)	\$ (22,983)
60	Annual Identified MIMWEC Cost (3)	48,335	48,335	48,335	48,335	48,335	48,335	48,335	48,335	48,335	48,335	48,335	48,335	48,335	48,335	580,017
61	Monthly Assessment															
62	Less Cumulative Carry Over (Schedule C-3, Line 47)															
63	Restated Transition Cost															
64	Transmission															
65	Transmission	\$ 120,249	\$ 128,655	\$ 118,525	\$ 104,200	\$ 91,911	\$ 99,104	\$ 112,822	\$ 136,642	\$ 121,408	\$ 131,486	\$ 107,527	\$ 112,055	\$ 112,055	\$ 1,384,584	
66	Net Transmission	\$ 120,249	\$ 128,655	\$ 118,525	\$ 104,200	\$ 91,911	\$ 99,104	\$ 112,822	\$ 136,642	\$ 121,408	\$ 131,486	\$ 107,527	\$ 112,055	\$ 112,055	\$ 1,384,584	
67	Restated Costs (Dollars) - Standard Offer															
68	NYP&A Firm	\$ 15,315	\$ 14,873	\$ 15,315	\$ 15,094	\$ 15,579	\$ 15,358	\$ 15,579	\$ 15,579	\$ 15,358	\$ 15,579	\$ 15,358	\$ 15,579	\$ 15,579	\$ 184,566	
69	NYP&A - Peak	\$ 431	\$ 428	\$ 431	\$ 429	\$ 443	\$ 441	\$ 443	\$ 443	\$ 441	\$ 443	\$ 441	\$ 443	\$ 443	\$ 5,257	
70	Miller Hydro	\$ 8,205	\$ 7,098	\$ 9,561	\$ 11,961	\$ 11,488	\$ 9,195	\$ 6,031	\$ 5,352	\$ 4,314	\$ 6,629	\$ 8,693	\$ 8,730	\$ 8,730	\$ 97,237	
71	Capacity Market Sales	\$ (10,800)	\$ (10,800)	\$ (10,800)	\$ (10,800)	\$ (10,800)	\$ (8,640)	\$ (8,640)	\$ (8,640)	\$ (8,640)	\$ (8,640)	\$ (8,640)	\$ (8,640)	\$ (8,640)	\$ (114,480)	
72	Dominion Capacity Purchases	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 14,040	\$ 168,480	
73	Spence Mnt.	\$ 17,892	\$ 18,877	\$ 17,446	\$ 9,337	\$ 12,629	\$ 14,774	\$ 9,210	\$ 9,612	\$ 12,391	\$ 15,273	\$ 15,854	\$ 18,442	\$ 18,442	\$ 171,737	
74	ISO Energy Interchange	\$ (4,635)	\$ (17,699)	\$ (5,575)	\$ (1,050)	\$ (4,151)	\$ (13,410)	\$ (19,398)	\$ (3,528)	\$ (6,923)	\$ 33,024	\$ (2,725)	\$ (4,188)	\$ (4,188)	\$ (50,258)	
75	Capacity Market Purchase	\$ 42,741	\$ 42,741	\$ 42,741	\$ 42,741	\$ 42,741	\$ 34,193	\$ 34,193	\$ 34,193	\$ 34,193	\$ 34,193	\$ 34,193	\$ 34,193	\$ 34,193	\$ 453,056	
76	Constellation Purchase	\$ 146,220	\$ 128,300	\$ 116,607	\$ 89,728	\$ 99,099	\$ 141,482	\$ 203,665	\$ 164,992	\$ 126,209	\$ 103,619	\$ 112,365	\$ 145,347	\$ 145,347	\$ 1,577,633	
77	Project 6 (total billing)	\$ 90,468	\$ 89,913	\$ 90,468	\$ 90,191	\$ 98,168	\$ 97,891	\$ 90,968	\$ 90,968	\$ 81,667	\$ 81,667	\$ 90,968	\$ 90,968	\$ 90,968	\$ 1,093,006	
78	Service Billing	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 1,200	
79	Energy Purchase	\$ 5,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
80	ISO Annual Fee	\$ 4,703	\$ 3,596	\$ 2,616	\$ 3,580	\$ 2,411	\$ 2,505	\$ 3,532	\$ 10,578	\$ 8,099	\$ 2,152	\$ 1,876	\$ 3,062	\$ 3,062	\$ 5,360	
81	ISO Load Based Charges	\$ 1,667	\$ 5,999	\$ 5,561	\$ 5,887	\$ 5,358	\$ 5,572	\$ 5,755	\$ 9,197	\$ 7,884	\$ 7,952	\$ 6,030	\$ 6,389	\$ 6,389	\$ 73,251	
82	ISO Scheduled Charges	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 6,386	\$ 76,632	
83	ENE Expenses	\$ 338,093	\$ 303,852	\$ 304,897	\$ 277,624	\$ 293,471	\$ 319,887	\$ 361,864	\$ 349,272	\$ 304,520	\$ 312,417	\$ 294,639	\$ 330,851	\$ 330,851	\$ 3,791,387	
84	Sub-Total	\$ (50,250)	\$ (50,250)	\$ (50,250)	\$ (50,250)	\$ (50,250)	\$ (50,250)	\$ (50,250)	\$ (50,250)	\$ (50,250)	\$ (50,250)	\$ (50,250)	\$ (50,250)	\$ (50,250)	\$ (603,000)	
85	Less Identified Project 6 Transition	\$ 287,843	\$ 253,602	\$ 254,647	\$ 227,374	\$ 243,221	\$ 269,637	\$ 311,614	\$ 299,022	\$ 254,270	\$ 262,167	\$ 244,389	\$ 280,601	\$ 280,601	\$ 3,188,387	
86	Restated Costs - Standard Offer															
87	Restated Costs:															
88	Transition	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 50,250	\$ 603,000	
89	Transmission	\$ 120,249	\$ 128,655	\$ 118,525	\$ 104,200	\$ 91,911	\$ 99,104	\$ 112,822	\$ 136,642	\$ 121,408	\$ 131,486	\$ 107,527	\$ 112,055	\$ 112,055	\$ 1,384,584	
90	Standard Offer	\$ 287,843	\$ 253,602	\$ 254,647	\$ 227,374	\$ 243,221	\$ 269,637	\$ 311,614	\$ 299,022	\$ 254,270	\$ 262,167	\$ 244,389	\$ 280,601	\$ 280,601	\$ 3,188,387	
91	Total Restated Costs	\$ 458,342	\$ 432,507	\$ 423,422	\$ 381,824	\$ 385,382	\$ 418,991	\$ 474,506	\$ 485,914	\$ 425,928	\$ 443,903	\$ 402,166	\$ 442,906	\$ 442,906	\$ 5,175,971	
92																
93	Actual Sales Previous Period (4)															
94	No Growth Factor															
95	Estimated Sales	\$ 5,126	\$ 4,444	\$ 4,037	\$ 4,122	\$ 3,742	\$ 3,824	\$ 4,629	\$ 5,152	\$ 5,031	\$ 4,220	\$ 3,886	\$ 4,104	\$ 4,104	\$ 52,318	
96	Transmission	\$ 9,80	\$ 11,31	\$ 12,45	\$ 12,19	\$ 13,43	\$ 13,14	\$ 10,86	\$ 9,75	\$ 9,99	\$ 11,91	\$ 12,93	\$ 12,24	\$ 12,24	\$ 11,53	
97	Transmission	\$ 23,46	\$ 28,95	\$ 29,36	\$ 25,28	\$ 24,56	\$ 25,91	\$ 24,37	\$ 26,52	\$ 24,13	\$ 31,15	\$ 27,67	\$ 27,30	\$ 27,30	\$ 26,46	
98	Standard Offer	\$ 56,15	\$ 57,07	\$ 63,08	\$ 55,16	\$ 64,99	\$ 70,51	\$ 67,32	\$ 58,04	\$ 62,12	\$ 62,88	\$ 66,37	\$ 66,37	\$ 66,37	\$ 60,94	
99	Total	\$ 89,42	\$ 97,33	\$ 104,89	\$ 92,63	\$ 102,98	\$ 109,56	\$ 102,55	\$ 94,32	\$ 84,65	\$ 105,18	\$ 103,48	\$ 107,92	\$ 107,92	\$ 98,93	
100																
101																
102																
103																
104																
105																
106																
107																
108																
109																
110																
111																
112																
113																
114	(3)	From Pascoag's Audited Financial Statements, FY ending 12/31/2010; Contingent Liability - MMWEC Footnote, Page 19. For 2012, the total annual cost is \$603,000														
115	(4)	From Schedule E														
116	(7)	Indicates Transmission Charges														

Bulk Power Cost Projections
Pascoag Utility District
February-12

RESOURCES	(KW)	(\$/KW-MO)	FIXED COSTS		CF (%)	ENERGY VARIABLE COSTS		TRANS. COSTS		TOTAL COSTS	
			Budget	(\$)		MWH	(\$/MWH)	Budget	(\$)	Budget	(\$)
System Peak Demand (KW)	9,869										
System Energy Requirements (MWH)	4,332										
NYPA Firm	2,200	3.85	8,470	85	85	1,302	4.92	6,403	38,000	52,873	40.62
Seabrook (Project 6)	1,321	67.80	81,864	98.7	98.7	907	8.87	8,049	600	90,513	99.74
SUBTOTAL - BASE	3,521		90,334			2,209		14,453	38,600	143,386	64.91
Capacity Market Sales	-2,400	4.50	-10,800							-10,800	N/A
Capacity Market Purchases	9,498	4.50	42,741			0	0.00	0		42,741	N/A
Dominion Capacity Purchase	2,400	5.85	14,040							14,040	N/A
Energy Purchase		0	0			0	0.00	0		0	#DIV/0!
Miller Hydro Purchase						112	63.50	7,098		7,098	63.50
Spruce Mtn Purchase						190	99.25	18,877		18,877	99.25
Constellation "Bal Power" Purchase		0	0			2,142	59.90	128,300		128,300	59.90
SUBTOTAL - INTERMEDIATE	11,898		45,981			2,444		154,276	0	200,257	81.94
NYPA Peak	100	3.85	385	12.5	12.5	9	4.92	43	400	828	95.15
SUBTOTAL - PEAKING	100		385			9		43	400	828	95.15
ISO Energy Net Interchange						-330	53.69	-17,699		-17,699	53.69
Service Billing			100							100	0.02
Hydro Quebec I									1,500	1,500	0.35
ENE All Req/Short Supply	934		6,386							6,386	1.47
ISO Annual Fee										0	0.00
ISO Load Based Charges			3,596							3,596	0.83
ISO Scheduled Charges			5,999							5,999	1.38
NEPOOL OATT Charge		0	0						61,555	61,555	14.21
Network Transmission Service (NGRID)		0	0						20,000	20,000	4.62
DAF (Subtransmission Ch)		0	0						6,600	6,600	1.52
SUBTOTAL - OTHER CHARGE	934		16,081			0		0	89,655	105,735	24.41
TOTAL		3,434	152,780			4,332		151,072	128,655	432,507	99.84

Schedule G-2

$E = \$303,852$

$T = \$128,655 = \$432,507$

Bulk Power **st Projections**
Pascoag Utility District
March-12

RESOURCES	(KW)	FIXED COSTS		CF (%)	ENERGY VARIABLE COSTS		TRANS. COSTS		TOTAL COSTS	
		(\$/KW-MO)	Budget (\$)		MWH	Budget (\$/MWH)	(\$)	Budget (\$)	(\$)	Budget (\$/MWH)
System Peak Demand (KW)			8,756							
System Energy Requirements (MWH)			4,497							
NYPA Firm	2,200	3.85	8,470	85	1,391	4.92	6,845	28,000	43,315	31.13
Seabrook (Project 6)	1,321	67.80	81,864	98.7	970	8.87	8,604	600	91,068	93.88
SUBTOTAL - BASE	3,521		90,334		2,361		15,449	28,600	134,383	56.91
Capacity Market Sales	-2,400	4.50	-10,800						-10,800	N/A
Capacity Market Purchases	9,498	4.50	42,741		0	0.00	0	0	42,741	N/A
Dominion Capacity Purchase	2,400	5.85	14,040						14,040	N/A
Energy Purchase			0		0	0.00	0		0	#DIV/0!
Miller Hydro Purchase					151	63.50	9,561		9,561	63.50
Spruce Mtn Purchase					176	99.25	17,446		17,446	99.25
Constellation "Bal Power" Purchase			0		1,947	59.90	116,607		116,607	59.90
SUBTOTAL - INTERMEDIATE	11,898		45,981		2,273		143,613	0	189,594	83.41
NYPA Peak	100	3.85	385	12.5	9	4.92	46	400	831	89.33
SUBTOTAL - PEAKING	100		385		9		46	400	831	89.33
ISO Energy Net Interchange					-147	37.89	-5,575	0	-5,575	37.89
Service Billing			100		0	0.00	0	0	100	0.02
Hydro Quebec I					0	0	0	1,500	1,500	0.33
ENE All Req/Short Supply	934	0	6,386			0.00	0	0	6,386	1.42
ISO Annual Fee									0	0.00
ISO Load Based Charges			2,616						2,616	0.58
ISO Scheduled Charges			5,561						5,561	1.24
NEPOOL OATT Charge			0		0	0.00	0	61,425	61,425	13.66
Network Transmission Service (NGRID)			0		0	0.00	0	20,000	20,000	4.45
DAF (Subtransmission Ch)			0		0	0.00	0	6,600	6,600	1.47
SUBTOTAL - OTHER CHARGE	934		14,662		0		0	89,525	104,188	23.17
TOTAL	3,434		151,362		4,497		153,534	118,525	423,421	94.17

Mar 12 T = \$ 118,525 = \$ 423,421
E = \$ 304,897
 Pascoag Fuel Reconciliation 2012.xlsm 10/14/2011

Schedule G-3

**Bulk Power Cost Projections
Pascoag Utility District
April-12**

RESOURCES	(KW)	(\$/KW-MO)	FIXED COSTS		CF (%)	ENERGY VARIABLE COSTS		TRANS. COSTS		TOTAL COSTS	
			Budget	(\$)		MWH	(\$/MWH)	Budget	(\$)	Budget	(\$)
System Peak Demand (KW)			7,746								
System Energy Requirements (MWH)			4,044								
NYPA Firm	2,200	3.85	8,470	85	85	1,346	4.92	6,624	20,600	35,694	26.51
Seabrook (Project 6)	1,321	67.80	81,864	98.7	98.7	939	8.87	8,327	600	90,791	96.71
SUBTOTAL - BASE	3,521		90,334			2,285		14,951	21,200	126,485	55.35
Capacity Market Sales	-2,400	4.50	-10,800			0	0.00	0	0	-10,800	N/A
Capacity Market Purchases	9,498	4.50	42,741			0	0.00	0	0	42,741	N/A
Dominion Capacity Purchase	2,400	5.85	14,040			0	0.00	0	0	14,040	N/A
Energy Purchase			0			0	0.00	0	0	0	#DIV/0!
Miller Hydro Purchase						188	63.50	11,961		11,961	63.50
Spruce Mtn Purchase						94	99.25	9,337		9,337	99.25
Constellation "Bal Power" Purchase						1,498	59.90	89,728		89,728	59.90
SUBTOTAL - INTERMEDIATE	11,898		45,981			1,780		111,026	0	157,007	88.19
NYPA Peak	100	3.85	385	12.5	12.5	9	4.92	44	400	829	92.14
SUBTOTAL - PEAKING	100		385			9		44	400	829	92.14
ISO Energy Net Interchange						-31	34.43	-1,050	0	-1,050	34.43
Service Billing			100			0	0.00	0	0	100	0.02
Hydro Quebec I						0	0	0	1,500	1,500	0.37
ENE All Req/Short Supply	934	0	6,386			0	0.00	0	0	6,386	1.58
ISO Annual Fee										0	0.00
ISO Load Based Charges			3,580							3,580	0.89
ISO Scheduled Charges			5,887							5,887	1.46
NEPOOL OATT Charge			0			0	0.00	0	54,500	54,500	13.48
Network Transmission Service (NGRID)			0			0	0.00	0	20,000	20,000	4.95
DAF (Subtransmission Ch)			0			0	0.00	0	6,600	6,600	1.63
SUBTOTAL - OTHER CHARGE	934		15,952			0		0	82,600	98,553	24.37
TOTAL	3,434		152,652			4,044		124,971	104,200	381,823	94.42

Apr 12
E = \$277,624
T = \$104,200 =
\$381,824

Schedule G-4

Bulk Power Cost Projections
Pascoag Utility District
May-12

RESOURCES	(KW)	(\$/KW-MO)	FIXED COSTS		CF (%)	ENERGY VARIABLE COSTS		TRANS. COSTS		TOTAL COSTS	
			Budget	Budget		MWH	(\$/MWH)	Budget	Budget	(\$)	(\$/MWH)
System Peak Demand (KW)		8,901									
System Energy Requirements (MWH)		4,211									
NYPA Firm	2,200	3.97	8,734	85	1,391	4.92	6,845	14,600	30,179	21.69	
Seabrook (Project 6)	1,321	67.80	89,564	98.7	970	8.87	8,604	600	98,768	101.82	
SUBTOTAL - BASE	3,521		98,298		2,361		15,449	15,200	128,947	54.61	
Capacity Market Sales	-2,400	4.50	-10,800						-10,800	N/A	
Capacity Market Purchases	9,498	4.50	42,741		0	0.00	0	0	42,741	N/A	
Dominion Capacity Purchase	2,400	5.85	14,040		0	0.00	0		14,040	N/A	
Energy Purchase			0						0	#DIV/0!	
Miller Hydro Purchase					181	63.50	11,468		11,468	63.50	
Spruce Mtn Purchase					127	99.25	12,629		12,629	99.25	
Constellation "Bal Power" Purchase			0		1,654	59.90	99,099		99,099	59.90	
SUBTOTAL - INTERMEDIATE	11,898		45,981		1,962		123,196	0	169,177	86.22	
NYPA Peak	100	3.97	397	12.5	9	4.92	46	400	843	90.62	
SUBTOTAL - PEAKING	100		397		9		46	400	843	90.62	
ISO Energy Net Interchange					-122	33.98	-4,151	0	-4,151	33.98	
Service Billing			100		0	0.00	0	0	100	0.02	
Hydro Quebec			0		0	0	0	1,500	1,500	0.36	
ENE All Req/Short Supply	934	0	6,386		0	0.00	0	0	6,386	1.52	
ISO Annual Fee			2,411						2,411	0.57	
ISO Load Based Charges			5,358						5,358	1.27	
ISO Scheduled Charges			0		0	0.00	0	48,211	48,211	11.45	
NEPOOL OATT Charge			0		0	0.00	0	20,000	20,000	4.75	
Network Transmission Service (NGRID)			0		0	0.00	0	6,600	6,600	1.57	
DAF (Subtransmission Ch)											
SUBTOTAL - OTHER CHARGE	934		14,255		0		0	76,311	90,566	21.51	
TOTAL	3,434		158,931		4,211		134,540	91,911	385,382	91.52	

Pascoag Fuel Reconciliation 2012.xlsx
 E = \$293,471
 May 12 T = 91,911 = \$385,382

10/14/2011

Schedule G-5

Bulk Power Cost Projections
Pascoag Utility District
June-12

RESOURCES	(KW)	(\$/KW-MO)	FIXED COSTS		CF (%)	ENERGY VARIABLE COSTS		TRANS. COSTS		TOTAL COSTS	
			Budget	(\$)		MWH	Budget (\$/MWH)	(\$)	Budget (\$)	(\$)	Budget (\$/MWH)
System Peak Demand (KW)		10,784									
System Energy Requirements (MWH)		4,556									
NYPA Firm	2,200	3.97	8,734	85	1,346	4.92	6,624	14,600	29,958	22.25	
Seabrook (Project 6)	1,321	67.80	89,564	98.7	939	8.87	8,327	600	98,491	104.92	
SUBTOTAL - BASE	3,521		98,298	2,285	14,951	15,200	128,449	56.21			
Capacity Market Sales	-2,400	3.60	-8,640						-8,640	N/A	
Capacity Market Purchases	9,498	3.60	34,193	0	0	0.00	0	0	34,193	N/A	
Dominion Capacity Purchase	2,400	5.85	14,040						14,040	N/A	
Energy Purchase		0	0						0	#DIV/0!	
Miller Hydro Purchase				145	63.50	9,195			9,195	63.50	
Spruce Mtn Purchase				149	99.25	14,774			14,774	99.25	
Constellation "Bal Power" Purchase		0	0	2,362	59.90	141,482			141,482	59.90	
SUBTOTAL - INTERMEDIATE	11,898		39,593	2,656	165,450	0	205,043	77.21			
NYPA Peak	100	3.97	397	12.5	9	4.92	44	400	841	93.48	
SUBTOTAL - PEAKING	100		397	9	44	400	841	93.48			
ISO Energy Net Interchange				-394	-13,410	0	-13,410	0	-13,410	34.07	
Service Billing			100						100	0.02	
Hydro Quebec I				0	0	0	0	1,500	1,500	0.33	
ENE All Req/Short Supply			6,386						6,386	1.40	
ISO Annual Fee									0	0.00	
ISO Load Based Charges			2,505						2,505	0.55	
ISO Scheduled Charges			5,572						5,572	1.22	
NEPOOL OATT Charge			0		0	0.00	0	55,404	55,404	12.16	
Network Transmission Service (NGRID)			0		0	0.00	0	20,000	20,000	4.39	
DAF (Subtransmission Ch)			0		0	0.00	0	6,600	6,600	1.45	
SUBTOTAL - OTHER CHARGE	934		14,563	0	0	83,504	98,067	21.52			
TOTAL	3,434		152,850	4,556	167,035	99,104	418,990	91.96			

Schedule G - 6

Pascoag Fuel Reconciliation 2012.xlsm

10/14/2011

E = \$319,887
 T = \$99,104
 Jun 12 = \$418,991

**Bulk Power Cost Projections
Pascoag Utility District
July-12**

RESOURCES	(KW)	(\$/KW-MO)	FIXED COSTS		CF (%)	ENERGY VARIABLE COSTS		TRANS. COSTS		TOTAL COSTS	
			Budget	(\$)		MWH	(\$/MWH)	Budget	(\$)	Budget	(\$)
System Peak Demand (KW)		12,771									
System Energy Requirements (MWH)		5,433									
NYPA Firm	2,200	3.97	8,734	85	1,391	4.92	6,845	16,600	32,179	23.13	
Seabrook (Project 6)	1,321	64.85	81,667	98.7	970	9.59	9,301	600	91,568	94.40	
SUBTOTAL - BASE	3,521		90,401		2,361		16,146	17,200	123,747	52.41	
Capacity Market Sales	-2,400	3.60	-8,640		0	0.00	0	0	-8,640	N/A	
Capacity Market Purchases	9,498	3.60	34,193		0	0.00	0	0	34,193	N/A	
Dominion Capacity Purchase	2,400	5.85	14,040		0	0.00	0	0	14,040	N/A	
Energy Purchase			0		0	0.00	0	0	0	#DIV/0!	
Miller Hydro Purchase					95	63.50	6,031		6,031	63.50	
Spruce Mtn Purchase					93	99.25	9,210		9,210	99.25	
Constellation "Bal Power" Purchase			0		3,400	59.90	203,665		203,665	59.90	
SUBTOTAL - INTERMEDIATE	11,898		39,593		3,588		218,905	0	258,498	72.05	
NYPA Peak	100	3.97	397	12.5	9	4.92	46	400	843	90.62	
SUBTOTAL - PEAKING	100		397		9		46	400	843	90.62	
ISO Energy Net Interchange					-526	36.90	-19,398	0	-19,398	36.90	
Service Billing			100		0	0.00	0	0	100	0.02	
Hydro Quebec I					0	0	0	1,500	1,500	0.28	
ENE All Req/Short Supply	934	0	6,386	0	0	0.00	0	0	6,386	1.18	
ISO Annual Fee									0	0.00	
ISO Load Based Charges			3,532						3,532	0.65	
ISO Scheduled Charges			5,755						5,755	1.06	
NEPOOL OATT Charge			0		0	0.00	0	67,122	67,122	12.35	
Network Transmission Service (NGRID)			0		0	0.00	0	20,000	20,000	3.68	
DAF (Subtransmission Ch)			0		0	0.00	0	6,600	6,600	1.21	
SUBTOTAL - OTHER CHARGE	934		15,772		0		0	95,222	110,994	20.43	
TOTAL	3,434		146,163		5,433		215,700	112,822	474,684	87.37	

E = \$361,864
TF = \$112,822
July 12 = \$474,684

Schedule G-7

**Bulk Power Cost Projections
Pascoag Utility District
August-12**

RESOURCES	(KW)	(\$/KW-MO)	FIXED COSTS		CF (%)	ENERGY VARIABLE COSTS		TRANS. COSTS		TOTAL COSTS	
			Budget	(\$)		MWH	(\$/MWH)	Budget	(\$)	Budget	(\$)
System Peak Demand (KW)		11,015									
System Energy Requirements (MWH)		5,211									
NYPA Firm	2,200	3.97	8,734	85	1,391	4.92	6,845	18,600	34,179	24.57	
Seabrook (Project 6)	1,321	64.85	81,667	98.7	970	9.59	9,301	600	91,568	94.40	
SUBTOTAL - BASE	3,521		90,401		2,361		16,146	19,200	125,747	53.25	
Capacity Market Sales	-2,400	3.60	-8,640		0	0.00	0	0	-8,640	N/A	
Capacity Market Purchases	9,498	3.60	34,193		0	0.00	0	0	34,193	N/A	
Dominion Capacity Purchase	2,400	5.85	14,040		0	0.00	0	0	14,040	N/A	
Energy Purchase			0		0	0.00	0	0	0	#DIV/0!	
Miller Hydro Purchase					84	63.50	5,352		5,352	63.50	
Spruce Mtn Purchase					97	99.25	9,612		9,612	99.25	
Constellation "Bal Power" Purchase			0		2,754	59.90	164,992		164,992	59.90	
SUBTOTAL - INTERMEDIATE	11,898		39,593		2,936		179,956	0	219,549	74.79	
NYPA Peak	100	3.97	397	12.5	9	4.92	46	400	843	90.62	
SUBTOTAL - PEAKING	100		397		9		46	400	843	90.62	
ISO Energy Net Interchange					-96	36.90	-3,528	0	-3,528	36.90	
Service Billing			100		0	0.00	0	0	100	0.02	
Hydro Quebec I			0		0	0	0	1,500	1,500	0.29	
ENE All Req/Short Supply	934	0	6,386	0	0	0.00	0	0	6,386	1.23	
ISO Annual Fee									0	0.00	
ISO Load Based Charges			10,578		0	0.00	0	88,942	10,578	2.03	
ISO Scheduled Charges			9,197		0	0.00	0	20,000	9,197	1.76	
NEPOOL OATT Charge			0		0	0.00	0	88,942	0	17.07	
Network Transmission Service (NGRID)			0		0	0.00	0	20,000	0	3.84	
DAF (Subtransmission Ch)			0		0	0.00	0	6,600	0	1.27	
SUBTOTAL - OTHER CHARGE	934		26,260		0		0	117,042	143,302	27.50	
TOTAL	3,434		156,651		5,211		192,619	136,642	485,913	93.25	

E = \$349,272
 T = \$136,642
 Aug 12 z \$485,914
 Pascoag Fuel Reconciliation 2012.xlsm

Schedule G-8

10/14/2011

Bulk Power Cost Projections
Pascoag Utility District
September-12

Schedule G-9

RESOURCES	(KW)	FIXED COSTS		CF (%)	ENERGY VARIABLE COSTS		TRANS. COSTS	TOTAL COSTS	
		(\$/KW-MO)	Budget (\$)		MWH	Budget (\$/MWH)		(\$)	Budget (\$/MWH)
System Peak Demand (KW)			11,629						
System Energy Requirements (MWH)			4,387						
NYPA Firm	2,200	3.97	8,734	85	1,346	4.92	6,624	15,600	30,958
Seabrook (Project 6)	1,321	64.85	81,667	98.7	939	9.59	9,001	600	91,268
SUBTOTAL - BASE	3,521		90,401		2,285		15,626	16,200	122,226
Capacity Market Sales	-2,400	3.60	-8,640		0	0.00	0	0	-8,640
Capacity Market Purchases	9,498	3.60	34,193		0	0.00	0	0	34,193
Dominion Capacity Purchase	2,400	5.85	14,040		0	0.00	0	0	14,040
Energy Purchase			0		0	0.00	0	0	0
Miller Hydro Purchase					68	63.50	4,314		4,314
Spruce Mtn Purchase					125	99.25	12,391		12,391
Constellation "Bal Power" Purchase			0		2,107	59.90	126,209		126,209
SUBTOTAL - INTERMEDIATE	11,898		39,593		2,300		142,914	0	182,507
NYPA Peak	100	3.97	397	12.5	9	4.92	44	400	841
SUBTOTAL - PEAKING	100		397		9		44	400	841
ISO Energy Net Interchange					-206	33.53	-6,923	0	-6,923
Service Billing			100		0	0.00	0	0	100
Hydro Quebec 1			0		0	0	0	1,500	1,500
ENE All Req/Short Supply			6,386		0	0.00	0	0	6,386
ISO Annual Fee			8,099		0	0.00	0	0	8,099
ISO Load Based Charges			7,884		0	0.00	0	0	7,884
ISO Scheduled Charges			0		0	0.00	0	76,708	76,708
NEPOOL OATT Charge			0		0	0.00	0	20,000	20,000
Network Transmission Service (NGRID)			0		0	0.00	0	6,600	6,600
DAF (Subtransmission Ch)			0		0	0.00	0	0	0
SUBTOTAL - OTHER CHARGE	934		22,469		0		0	104,808	127,277
TOTAL	3,434		152,859		4,387		151,661	121,408	425,929

Pascoag Fuel Reconciliation 2012.xlsx
 E = \$304,580
 T = \$121,408
 Sep 12
 \$425,928

10/14/2011

Bulk Power st Projections
Pascoag Utility District
October-12

RESOURCES	(KW)	FIXED COSTS		CF (%)	ENERGY VARIABLE COSTS		TRANS. COST	TOTAL COSTS	
		(\$/KW-MO)	Budget (\$)		MWH	Budget (\$/MWH)		(\$)	Budget (\$)
System Peak Demand (KW)		8,189							
System Energy Requirements (MWH)		4,321							
NYPA Firm	2,200	3.97	8,734	85	1,391	4.92	6,845	20,600	36,179
Seabrook (Project 6)	1,321	64.85	81,667	0	0	9.59	0	600	82,267
SUBTOTAL - BASE	3,521		90,401		1,391		6,845	21,200	118,446
Capacity Market Sales	-2,400	3.60	-8,640		0	0.00	0	0	-8,640
Capacity Market Purchases	9,498	3.60	34,193		0	0.00	0	0	34,193
Dominion Capacity Purchase	2,400	5.85	14,040		0	0.00	0	0	14,040
Energy Purchase			0		0	0.00	0	0	0
Miller Hydro Purchase					104	63.50	6,629		6,629
Spruce Mtn Purchase					154	99.25	15,273		15,273
Constellation "Bal Power" Purchase			0		1,730	59.90	103,619		103,619
SUBTOTAL - INTERMEDIATE	11,898		39,593		1,988		125,521	0	165,114
NYPA Peak	100	3.97	397	12.5	9	4.92	46	400	843
SUBTOTAL - PEAKING	100		397		9		46	400	843
ISO Energy Net Interchange					932	35.43	33,024	0	33,024
Service Billing			100		0	0.00	0	0	100
Hydro Quebec I					0	0	0	1,500	1,500
ENE All Req/Short Supply	934	0	6,386		0	0.00	0	0	6,386
ISO Annual Fee									0
ISO Load Based Charges			2,152						2,152
ISO Scheduled Charges			7,952						7,952
NEPOOL OATT Charge			0		0	0.00	0	80,986	80,986
Network Transmission Service (NGRID)			0		0	0.00	0	20,000	20,000
DAF (Subtransmission Ch)			0		0	0.00	0	7,400	7,400
SUBTOTAL - OTHER CHARGE	934		16,590		0		0	109,886	126,476
TOTAL	3,434		146,981		4,321		165,437	131,486	443,903

Pascoag Fuel Reconciliation 2012.xlsm

Oct 12 T = \$131,486 = \$443,903

10/14/2011

Schedule G-10

Bulk Power Cost Projections
Pascoag Utility District
November-12

System Peak Demand (KW) 9,126
 System Energy Requirements (MWH) 4,395

RESOURCES	(KW)	(\$/KW-MO)	FIXED COSTS		CF (%)	ENERGY VARIABLE COSTS		TRANS. COSTS		TOTAL COSTS	
			Budget	(\$)		MWH	Budget (\$/MWH)	Budget (\$)	Budget (\$)	Budget (\$)	Budget (\$/MWH)
NYPA Firm	2,200	3.97	8,734	85	1,346	4.92	6,624	20,600	35,958	26.71	
Seabrook (Project 6)	1,321	64.85	81,667	98.7	939	9.59	9,001	600	91,268	97.22	
SUBTOTAL - BASE	3,521		90,401		2,285		15,626	21,200	127,226	55.68	
Capacity Market Sales	-2,400	3.60	-8,640		0	0.00	0	0	-8,640	N/A	
Capacity Market Purchases	9,498	3.60	34,193		0	0.00	0	0	34,193	N/A	
Dominion Capacity Purchase	2,400	5.85	14,040		0	0.00	0	0	14,040	N/A	
Energy Purchase			0		0	0.00	0	0	0	#DIV/0!	
Miller Hydro Purchase					137	63.50	8,693		8,693	63.50	
Spruce Mtn Purchase					160	99.25	15,854		15,854	99.25	
Constellation "Bal Power" Purchase			0		1,876	59.90	112,365		112,365	59.90	
SUBTOTAL - INTERMEDIATE	11,898		39,593		2,173		136,912	0	176,505	81.24	
NYPA Peak	100	3.97	397	12.5	9	4.92	44	400	841	93.48	
SUBTOTAL - PEAKING	100		397		9		44	400	841	93.48	
ISO Energy Net Interchange					-72	37.76	-2,725	0	-2,725	37.76	
Service Billing			100		0	0.00	0	0	100	0.02	
Hydro Quebec I			0		0	0	0	1,500	1,500	0.34	
ENE All Req/Short Supply			0		0	0.00	0	0	6,386	1.45	
ISO Annual Fee									0	0.00	
ISO Load Based Charges			1,876						1,876	0.43	
ISO Scheduled Charges			6,030						6,030	1.37	
NEPOOL OATT Charge			0		0	0.00	0	57,027	57,027	12.98	
Network Transmission Service (NGRID)			0		0	0.00	0	20,000	20,000	4.55	
DAF (Subtransmission Ch)			0		0	0.00	0	7,400	7,400	1.68	
SUBTOTAL - OTHER CHARGE	934		14,392		0		0	85,927	100,319	22.83	
TOTAL	3,434		144,783		4,395		149,857	107,527	402,167	91.52	

T = \$107,527
 Nov 12

E = \$294,639

Pascoag Fuel Reconciliation 2012.xlsm

10/14/2011

Schedule G-11

Bulk Power Cost Projections
Pascoag Utility District
December-12

Schedule G-12

RESOURCES	(KW)	FIXED COSTS		CF (%)	ENERGY VARIABLE COSTS		TRANS. COST	TOTAL COSTS	
		(\$/KW-MO)	Budget (\$)		MWH	Budget (\$/MWH)		(\$)	Budget (\$/MWH)
System Peak Demand (KW)	10,146								
System Energy Requirements (MWH)	5,029								
NYPA Firm	2,200	3.97	8,734	85	1,391	4.92	6,845	18,600	34,179
Seabrook (Project 6)	1,321	64.85	81,667	98.7	970	9.59	9,301	600	91,568
SUBTOTAL - BASE	3,521		90,401		2,361		16,146	19,200	125,747
Capacity Market Sales	-2,400	3.60	-8,640						-8,640
Capacity Market Purchases	9,498	3.60	34,193		0	0.00	0	0	34,193
Dominion Capacity Purchase	2,400	5.85	14,040						14,040
Energy Purchase			0		0	0.00	0		0
Miller Hydro Purchase					137	63.50	8,730		8,730
Spruce Mtn Purchase					186	99.25	18,442		18,442
Constellation "Bal Power" Purchase			0		2,426	59.90	145,347		145,347
SUBTOTAL - INTERMEDIATE	11,898		39,593		2,750		172,519	0	212,112
NYPA Peak	100	3.97	397	12.5	9	4.92	46	400	843
SUBTOTAL - PEAKING	100		397		9		46	400	843
ISO Energy Net Interchange					-92	45.70	-4,188	0	-4,188
Service Billing			100						100
Hydro Quebec I					0	0	0	1,500	1,500
ENE All Req/Short Supply	934	0	6,386			0.00	0	0	6,386
ISO Annual Fee									0
ISO Load Based Charges			3,062						3,062
ISO Scheduled Charges			6,389						6,389
NEPOOL OATT Charge			0		0	0.00	0	63,555	63,555
Network Transmission Service (NGRID)			0		0	0.00	0	20,000	20,000
DAF (Subtransmission Ch)			0		0	0.00	0	7,400	7,400
SUBTOTAL - OTHER CHARGE	934		15,936		0		0	92,455	108,391
TOTAL	3,434		146,327		5,029		184,523	112,055	442,905

E = \$ 330,851

T = \$ 112,055

z = \$ 442,906

10/14/2011

Pascoag Fuel Reconciliation 2012.xlsm

Bulk Power Cost Projections
Pascoag Utility District
January 2012 through December 2012 - FINAL

Schedule G-13

RESOURCES	(KW)	FIXED COSTS		CF (%)	ENERGY VARIABLE COSTS		TRANS. COSTS		TOTAL COSTS	
		(\$/KW-MO)	Budget (\$)		MWH	Budget (\$/MWH)	Budget (\$)	Budget (\$)	Budget (\$)	Budget (\$/MWH)
System Peak Demand (KW)		11,015								
System Energy Requirements (MWH)		55,449								
NYPA Firm	2,200	3.93	103,752	85	16,426	4.92	80,816	254,400	438,968	26.72
Seabrook (Project 6)	1,321	62.87	996,584	90	10,483	9.20	96,422	7,200	1,100,206	104.95
SUBTOTAL - BASE	3,521		1,100,336		26,909		177,238	261,600	1,539,174	131.68
Capacity Market Sales	-4,374		-114,480		0		0	0	-114,480	NA
Capacity Market Purchases	14,541		453,055		0		0	0	453,055	NA
Dominion Capacity Purchase	2,400		168,480		0		0	0	168,480	NA
Energy Purchase			0		0	#DIV/0!	0	0	0	#DIV/0!
Miller Hydro Purchase			0		1,531	63.50	97,238	0	97,238	63.50
Spruce Mtn Purchase			0		1,730	99.25	171,736	0	171,736	99.25
Constellation "Bal Power" Purchase			0		26,338	59.90	1,577,631	0	1,577,631	59.90
SUBTOTAL - INTERMEDIATE	2,400		507,055		29,599		1,846,606	0	2,353,660	79.52
NYPA Peak	100	3.93	4,716	13	110	4.92	540	4,800	10,056	91.59
SUBTOTAL - PEAKING	100		4,716		110		540	4,800	10,056	91.59
ISO Energy Net Interchange					-1,169	42.99	-50,258	0	-50,258	-0.91
Service Billing			1,200		0		0	0	1,200	0.02
Hydro Quebec I			0		0		0	18,000	18,000	0.32
ENE All Req/Short Supply	934		76,632		0		0	0	76,632	1.38
ISO Annual Fee			5,360		0		0	0	5,360	0.10
ISO Load Based Charges			48,709		0		0	0	48,709	0.88
ISO Scheduled Charges			73,248		0		0	0	73,248	1.32
NEPOOL OATT Charge			0		0		0	778,585	778,585	14.04
Network Transmission Service (NGRID)			0		0		0	240,000	240,000	4.33
DAF (Subtransmission Ch)			0		0		0	81,600	81,600	1.47
SUBTOTAL - OTHER CHARGE	934		205,149		0		0	1,118,185	1,323,334	23.87
TOTAL			1,817,255		55,449	35.60	1,974,126	1,384,585	5,175,967	93.35

E = 3,791,387 =
T = \$1,384,584
\$5,175,971

	A	B	F	G	H
1					Schedule H
2					Option 1 - Flow Back \$200,000
3	Forecast Rates				
4					
5	Transition Cost Calculations:				
6	Estimated Sales (MWH) to customers		52,318		See Schedule F-2, Line 106
7					
8	Forecast Transition Cost		\$603,000		See Schedule F-2, line 97
9	Historic Transition Revenue		(\$603,614)		See Schedule A-3, Line 138
10	Historic Transition Expense		\$606,000		See Schedule A-2, Line 75
11	Carry over from prior period (12/31/2010)		(\$25,369)		See Schedule C-3, Line 73
12		Total	\$580,017		
13					
14	Cost Per MWH		\$ 11.09		
15					
16	Transmission Cost Calculations:				
17	Estimated Sales (MWH) to customers		52,318		See Schedule F-2, Line 106
18					
19	Forecast Transmission Cost		\$1,384,584		See Schedule F-2, line 98
20	Historic Transmission Revenue		(\$1,208,525)		See Schedule A-3, Line 140
21	Historic Transmission Expense		\$1,226,648		See Schedule A-2, Line 80
22	Carry over from prior period (12/31/2010)		(\$136,707)		See Schedule C-4, Line 85
23		Total	\$1,266,000		
24					
25	Cost per MWH		\$ 24.20		
26					
27	Standard Offer Calculation:				
28	Estimated Sales (MWH) to customers		52,318		See Schedule F-2, Line 106
29					
30	Forecast Standard Offer		\$3,188,387		See Schedule F-2, line 99
31	Historic SOS Revenue		(\$3,783,710)		See Schedule A-3, Line 139
32	Historic SOS Expense		\$3,621,368		See Schedule A-2, Line 97
33	Flow Back of \$200,000 from 2010 filing		(\$200,000)		Retained for L'Energia or RSF
34	Carry over from prior period (12/31/2010)		(\$89,093)		See Schedule C-2, Line 82
35		Total	\$2,736,952		
36					
37	Cost per MWH		\$ 52.31		
38				\$	87.60
39					
40					
41	Revenue/Expense Proof:				
42					
43	Forecast Transition Cost		\$ 603,000		See Schedule F-2, line 97
44	Over/Under Collection at period end		\$ (22,983)		Schedule C-3, Line 99
45			\$ 580,017		11.09
46					
47	Forecast Transmission Cost		\$ 1,384,584		See Schedule F-2, line 98
48	Over/Under Collection at period end		\$ (118,584)		Schedule C-4, Line 109
49			\$ 1,266,000		24.20
50					
51	Forecast SOS Cost		\$ 3,188,387		See Schedule F-2, line 99
52	Flow Back of \$200,000 from 2010 filing		(\$200,000)		Retained for L'Energia or RSF
53	Over/Under Collection at period end		(\$251,435)		Schedule C-2, Line 109
54			\$ 2,736,952		52.31
55					
56				\$	87.60
57					
58					
59					

	A	B	F	G	H
60					
61					Schedule H
62					Option 2 - PUD retains \$200,000
63	Forecast Rates				
64	(With Retainment of \$200,000 for Rate Stabilization Fund)				
65					
66	Transition Cost Calculations:				
67	Estimated Sales (MWH) to customers		52,318		See Schedule F-2, Line 106
68					
69	Forecast Transition Cost		\$603,000		See Schedule F-2, line 97
70	Historic Transition Revenue		(\$603,614)		See Schedule A-3, Line 138
71	Historic Transition Expense		\$606,000		See Schedule A-2, Line 75
72	Carry over from prior period (12/31/2009)		(\$25,369)		See Schedule C-3, Line 73
73		Total	\$580,017		
74					
75	Cost Per MWH		\$ 11.09		
76					
77	Transmission Cost Calculations:				
78	Estimated Sales (MWH) to customers		52,318		See Schedule F-2, Line 106
79					
80	Forecast Transmission Cost		\$1,384,584		See Schedule F-2, line 98
81	Historic Transmission Revenue		(\$1,208,525)		See Schedule A-3, Line 140
82	Historic Transmission Expense		\$1,226,648		See Schedule A-2, Line 80
83	Carry over from prior period (12/31/2009)		(\$136,707)		See Schedule C-4, Line 85
84		Total	\$1,266,000		
85					
86	Cost per MWH		\$ 24.20		
87					
88	Standard Offer Calculation:				
89	Estimated Sales (MWH) to customers		52,318		See Schedule F-2, Line 106
90					
91	Forecast Standard Offer		\$3,188,387		See Schedule F-2, line 99
92	Historic SOS Revenue		(\$3,783,710)		See Schedule A-3, Line 139
93	Historic SOS Expense		\$3,621,368		See Schedule A-2, Line 97
94	Carry over from prior period (12/31/2009)		(\$89,093)		See Schedule C-2, Line 82
95		Total	\$2,936,952		
96					
97	Cost per MWH		\$ 56.14		
98				\$ 91.42	
99	Revenue/Expense Proof:				
100					
101	Forecast Transition Cost		\$ 603,000		See Schedule F-2, line 97
102	Over/Under Collection at period end		\$ (22,983)		Schedule C-3, Line 99
103			\$ 580,017		11.09
104					
105	Forecast Transmission Cost		\$ 1,384,584		See Schedule F-2, line 98
106	Over/Under Collection at period end		\$ (118,584)		Schedule C-4, Line 109
107			\$ 1,266,000		24.20
108					
109	Forecast SOS Cost		\$ 3,188,387		See Schedule F-2, line 99
110	Over/Under Collection at period end		(\$251,435)		Schedule C-2, Line 109
111					
112			\$ 2,936,952		56.14
113					\$ 91.42

A	B	C	D	E	F	G	H	I
1	Pascoag Utility District - Electric Department							
2	Comparison of Previous Rate vs Proposed Rate							
3	Option 1 - Pascoag Flows Back \$200,000							
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Schedule H-1
OPTION 1

