

June 20, 2012

Via Electronic Filing and Regular Mail

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

RE: City of Woonsocket, Water Division – Docket No. 4320

Dear Luly:

On behalf of the City of Woonsocket, Water Division (“WWD”) enclosed please find an original and seven (7) copies of WWD’s Responses to the following Division’s Second Set of Data Requests (Issued April 6, 2012):

DIV 2-11, DIV 2-12, DIV 2-14, DIV 2-23, and DIV 2-27.

Please let me know if you have any questions.

Very truly yours,


ALAN M. SHOER

Enclosures

cc: Via E-mail:
Service List

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

IN RE: CITY OF WOONSOCKET
WATER DIVISION APPLICATION
TO CHANGE RATES

DOCKET NO. 4320

THE CITY OF WOONSOCKET, WATER DIVISION'S
RESPONSES TO THE DIVISION OF PUBLIC UTILITIES AND CARRIERS'
SECOND SET OF DATA REQUESTS
(Issued April 6, 2012)

DIV 2-11. Regarding each of the six restricted accounts shown on page 3 of Schedule DGB1, please provide a) the beginning balance as of the last base rate case, b) the additions to the reserve, by year, c) expenditures from the reserve, by year, and d) ending annual balance. Also, please breakout all expenditures by amounts that were expensed vs. capitalized on the Company's financial statements.

RESPONSE See attached.

RESPONDENT David Bebyn

DATE June 20, 2012

ANALYSIS OF RESTRICT ACCOUNTS **Attachment to DIV 2-11**
 WOONSOCKET WATER DIVISION **Page 1 of 5**

ACCT. #	FY 2008 Beginning Balance from Last Rate Case	FY 2009	FY 2010	FY 2011
<i>Rate Case (Fund 19)</i>				
Beginning Balance at 7/1	\$ (114,354)	\$ (96,147)	\$ (83,220)	\$ (42,451)
Funding (Allocation)	69,864	69,864	69,864	69,864
Interest Earned	-	-	-	-
Expenses Paid	(51,657)	(56,937)	(29,095)	(23,712)
Ending Balance at 6/30	\$ (96,147)	\$ (83,220)	\$ (42,451)	\$ 3,701

Expenses/Capitalized per financials

Expenditures expensed	\$ 45,157	\$ 45,723	\$ 26,995	\$ 21,074
Expenditures Capitalized	-	-	-	-
Total Expenditure	<u>\$ 45,157</u>	<u>\$ 45,723</u>	<u>\$ 26,995</u>	<u>\$ 21,074</u>

Reconciliation (Accrued vs. Paid)

Total Expenditure	\$ 45,157	\$ 45,723	\$ 26,995	\$ 21,074
Amount of Expenditure still in 6/30 AP	(15,952)	(4,738)	(2,638)	-
Payment of Prior Year AP	22,452	15,952	4,738	2,638
Expenses (amount paid)	<u>\$ 51,657</u>	<u>\$ 56,937</u>	<u>\$ 29,095</u>	<u>\$ 23,712</u>

ANALYSIS OF RESTRICT ACCOUNTS **Attachment to DIV 2-11**
WOONSOCKET WATER DIVISION **Page 2 of 5**

ACCT. #	FY 2008 Beginning Balance from Last Rate Case	FY 2009	FY 2010	FY 2011
<i>Chemical (Fund 18)</i>				
Beginning Balance at 7/1	\$ 29,270	\$ 38,577	\$ 3,798	\$ 93,212
Funding (Allocation)	296,000	361,213	296,000	449,872
Interest Earned	76	220	-	-
Expenses	(286,769)	(396,212)	(206,586)	(522,618)
Ending Balance at 6/30	\$ 38,577	\$ 3,798	\$ 93,212	\$ 20,466

Expenses/Capitalized per financials

Expenditures expensed	\$ 332,314	\$ 380,937	\$ 171,099	\$ 213,526
Expenditures Capitalized	-	-	-	304,600
Total Expenditure	\$ 332,314	\$ 380,937	\$ 171,099	\$ 518,126

Reconciliation (Accrued vs. Paid)

Total Expenditure	\$ 332,314	\$ 380,937	\$ 171,099	\$ 518,126
Amount of Expenditure still in 6/30 AI	(77,984)	(62,709)	(27,222)	(22,730)
Payment of Prior Year AP	32,439	77,984	62,709	27,222
Expenses (amount paid)	\$ 286,769	\$ 396,212	\$ 206,586	\$ 522,618

ANALYSIS OF RESTRICT ACCOUNTS Attachment to DIV 2-11
WOONSOCKET WATER DIVISION **Page 3 of 5**

ACCT. #	FY 2008 Beginning Balance from Last Rate Case	FY 2009	FY 2010	FY 2011
<i>Debt (Fund 17)</i>				
Beginning Balance at 7/1	\$ (254,413)	\$ (206,958)	\$ (175,465)	\$ (18,827)
Funding (Allocation)	1,832,067	1,832,067	1,832,067	1,698,337
Interest Earned	-	-	-	-
Expenses	(1,784,612)	(1,800,574)	(1,675,429)	(1,528,165)
Ending Balance at 6/30	\$ (206,958)	\$ (175,465)	\$ (18,827)	\$ 151,345

Required Funding

<i>1998 GO Bond Issue (\$2,097,510)</i>				
<i>(refinanced 1988 \$2.7m)</i>				
Principal Due	221,320	226,350	115,690	-
Interest Due	22,187	11,330	2,892	-
<i>2005 GO Bond Issue (\$3,775,000)</i>				
<i>(refinanced 1994 \$6.4 m)</i>				
Principal Due	380,000	395,000	415,000	425,000
Interest Due	115,163	102,813	89,975	75,450
<i>2003 RICWFA Bond (\$10,165,250)</i>				
<i>(IFR)</i>				
Principal Due	390,000	400,000	410,000	420,000
Interest & Fees Due	382,845	371,264	358,216	343,789
<i>2005 RICWFA Bond (\$4,000,000)</i>				
<i>(IFR)</i>				
Principal Due	153,000	157,000	161,000	165,000
Interest & Fees Due	124,962	131,186	117,107	112,696
<i>Change in Accrued Int</i>	(4,864)	5,631	5,550	(13,770)
Total Due	1,784,612	1,800,574	1,675,429	1,528,165

ANALYSIS OF RESTRICT ACCOUNTS Attachment to DIV 2-11
WOONSOCKET WATER DIVISION **Page 4 of 5**

ACCT. #	FY 2008 Beginning Balance from Last Rate Case	FY 2009	FY 2010	FY 2011
<i>R&R (Fund 16)</i>				
Beginning Balance at 7/1	\$ 249,731	\$ 371,848	\$ 286,060	\$ 174,331
Funding (Allocation)	150,000	150,000	-	50,000
Interest Earned	4,128	3,520	631	119
Expenses	(32,011)	(239,308)	(112,360)	(120,193)
Ending Balance at 6/30	\$ 371,848	\$ 286,060	\$ 174,331	\$ 104,257

Expenses/Capitalized per financials

Expenditures expensed	\$ 29,177	\$ 26,266	\$ 12,808	\$ 22,971
Expenditures Capitalized	105,656	148,078	117,839	65,624
Total Expenditure	\$ 134,833	\$ 174,344	\$ 130,647	\$ 88,595

Reconciliation (Accrued vs. Paid)

Total Expenditure	\$ 134,833	\$ 174,344	\$ 130,647	\$ 88,595
Amount of Expenditure still in 6/30 AI	(102,822)	(37,858)	(56,145)	(24,547)
Payment of Prior Year AP	-	102,822	37,858	56,145
Expenses (amount paid)	\$ 32,011	\$ 239,308	\$ 112,360	\$ 120,193

ACCT. #	FY 2008 Beginning Balance from Last Rate Case	FY 2009	FY 2010	FY 2011
<i>IFR (Fund 14)</i>				
Beginning Balance at 7/1	\$ 2,508,538	\$ 3,764,135	\$ 4,854,550	\$ 5,746,580
Funding (Allocation)	1,632,981	1,436,099	1,807,437	1,241,401
Interest Earned	31,238	11,615	9,877	2,455
Expenses (amount paid)	(408,622)	(357,299)	(925,284)	(1,199,340)
Ending Balance at 6/30	\$ 3,764,135	\$ 4,854,550	\$ 5,746,580	\$ 5,791,096

Expenses/Capitalized per financials

Expenditures expensed	\$ 90,580	\$ 42,383	\$ 13,422	\$ 5,791
Expenditures Capitalized	294,354	317,948	1,274,045	1,262,232
Total Expenditure	<u>\$ 384,934</u>	<u>\$ 360,331</u>	<u>\$ 1,287,467</u>	<u>\$ 1,268,023</u>

Reconciliation (Accrued vs. Paid)

Total Expenditure	\$ 384,934	\$ 360,331	\$ 1,287,467	\$ 1,268,023
Amount of Expenditure still in 6/30 AP	(23,417)	(26,449)	(388,632)	(457,315)
Payment of Prior Year AP	47,105	23,417	26,449	388,632
Expenses (amount paid)	<u>\$ 408,622</u>	<u>\$ 357,299</u>	<u>\$ 925,284</u>	<u>\$ 1,199,340</u>

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

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DOCKET NO. 4320

THE CITY OF WOONSOCKET, WATER DIVISION'S
RESPONSES TO THE DIVISION OF PUBLIC UTILITIES AND CARRIERS'
SECOND SET OF DATA REQUESTS
(Issued April 6, 2012)

DIV 2-12.	Please describe, by year, all infrastructure replacement projects that were undertaken since the last base rate case and provide the expenditures associated with each such project, by year.
RESPONSE	See attached.
RESPONDENT	David Bebyn
DATE	June 20, 2012

Analysis of IFR Projects

2008

T&D Improvements	IFR Rehab study	\$ 25,000
Mains - Logee st to WTP	rehab connection of new tank to main	52,577
Storage Tank Diamond Hill	Rehab of existing tank	307,357
		-
		\$ 384,934

Expenses/Capitalized per financials

Expenditures expensed		\$ 90,580
Expenditures Capitalized		294,354
Total Expenditure		\$ 384,934

2009

Plant improvements	Plant PH system	\$ 36,200
Mains - Cumb/Woon Interconnect	Eng. For emergency interconnection	19,900
Storage Tank Diamond Hill	Eng. For high service interconnection	35,100
Storage Tank Mount St Charles	Rehab tank and pump station	92,386
New WTP	Legal (environmental) & dbo (RFP planning)	176,745
		-
		\$ 360,331

Expenses/Capitalized per financials

Expenditures expensed		\$ 42,383
Expenditures Capitalized		317,948
Total Expenditure		\$ 360,331

2010

Plant improvements	Plant PH system	\$ 131,047
T&D Improvements	Hydrants	9,012
Mains - Cumb/Woon Interconnect	Eng. For emergency interconnection	446,771
Mains - Pawt/Woon Interconnect	Eng. To assess. Alt for WTP	129,934
Reservoir	emergency action plan	120
Storage Tank Mount St Charles	Rehab tank and pump station	152,549
New WTP	Legal (environmental) & engineering	412,126
Holly Lane	surveying	5,908
		-
		\$ 1,287,467

Expenses/Capitalized per financials

Expenditures expensed		\$ 13,422
Expenditures Capitalized		1,274,045
Total Expenditure		\$ 1,287,467

2011

T&D Improvements	Hydrants, Valves & Pipe	\$ 11,256
Mains - Cumb/Woon Interconnect	Eng. For emergency interconnection	149,626
Mains - Pawt/Woon Interconnect	Eng. To assess. Alt for WTP	65,974
Manville Road	Major rehabilitation of service main	734,699
Cady Street	Const. to replace main	75,503
New WTP	Legal (environmental) & engineering	228,951
Holly Lane	surveying	2,014
		\$ 1,268,023

Expenses/Capitalized per financials

Expenditures expensed	\$ 5,791
Expenditures Capitalized	1,262,232
Total Expenditure	\$ 1,268,023

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
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RESPONSES TO THE DIVISION OF PUBLIC UTILITIES AND CARRIERS'
SECOND SET OF DATA REQUESTS
(Issued April 6, 2012)

DIV 2-14.	Please describe, by year, all renewal and replacement projects that were undertaken since the last base rate case and provide the expenditures associated with each such project, by year.
RESPONSE	See attached
RESPONDENT	David Bebyn
DATE	June 20, 2012

Analysis of R&R Projects

2008

Vehicle	overhaul	\$	1,164
Equipment	various small brush clearing and other		10,066
Building Improvement	Caretakers house rehab roofing		5,944
Plant Improvements	Airvalves, sensors and drives		8,412
T&D Improvements	Hydrants, Valves & Pipe		94,130
Meters	various meters		15,117
		\$	<u>134,833</u>

Expenses/Capitalized per financials

Expenditures expensed		\$	29,177
Expenditures Capitalized			<u>105,656</u>
Total Expenditure		\$	<u>134,833</u>

2009

Vehicle	3 new service vehicles	\$	73,213
Equipment	Trench., hazmat, computers, other various		27,668
Building Improvement	Caretakers house heating system		2,713
Plant Improvements	UPS, chlorine system, closed circuit tv valve		18,325
T&D Improvements	gateboxes, service boxes and hydrants		29,242
Meters	various meters		17,339
Pump Station	pump motor		3,197
Reservoir #1	investigate and reporting of rest. Outlet		2,647
		\$	<u>174,344</u>

Expenses/Capitalized per financials

Expenditures expensed		\$	26,266
Expenditures Capitalized			<u>148,078</u>
Total Expenditure		\$	<u>174,344</u>

2010

Equipment	Computers, Booster and transfer pumps and other various	\$	12,808
Building Improvement	Caretakers house fencing		13,550
Plant Improvements	Pressuer flow transmitter, boiler and pumps		61,820
T&D Improvements	valves and hydrants		18,469
Meters	various meters		12,162
Pump Station	Diamond Hill and industrial park upgrades		9,332
Reservoir #1	investigate and reporting of rest. Outlet		2,506
		\$	<u>130,647</u>

Expenses/Capitalized per financials

Expenditures expensed		\$	12,808
Expenditures Capitalized			117,839
Total Expenditure		\$	<u>130,647</u>

2011

Equipment	Powerware, weil pump, computer, and other various	\$	9,035
Furniture	customer service and accounting office		2,428
Building Improvement	Caretakers house windows		3,372
Plant Improvements	security doors and security system		14,707
T&D Improvements	Hydrants		14,790
Meters	various meters		36,126
Pump Station	Diamond Hill and industrial park upgrades		8,137
		\$	<u>88,595</u>

Expenses/Capitalized per financials

Expenditures expensed		\$	22,971
Expenditures Capitalized			65,624
Total Expenditure		\$	<u>88,595</u>

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
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SECOND SET OF DATA REQUESTS
(Issued April 6, 2012)

DIV 2-23.	Please provide the number of authorized employees and the number of actual employees for each of the past 36 months.
RESPONSE	See attached.
RESPONDENT	David Bebyn
DATE	June 20, 2012

FY 2009

Personnel Data

For the current fiscal year, record the number authorized and employed as of the last week of the month:

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>
Authorized	36	36	36	36	36	36
Full Time	28	28	28	28	28	28
Part Time						
Temporary	4	3	3	3	3	3
Injured	0	0	0	0	0	0
Totals	32	31	31	31	31	31

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>
Authorized	36	36	36	36	36	36
Full Time	30	30	30	29	29	29
Part Time						
Temporary	1	1	1	2	2	2
Injured	0	0	0	1	1	1
Totals	31	31	31	32	32	32

FY 2010

Personnel Data

For the current fiscal year, record the number authorized and employed as of the last week of the month:

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>
Authorized	36	36	36	36	36	36
Full Time	29	29	29	29	29	29
Part Time						
Temporary	2	1	1	1	1	1
Injured	1	1	1	1	1	0
Totals	32	31	31	31	31	30

	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>
Authorized	36	36	36	36	36	36
Full Time	30	30	31	31	30	31
Part Time	1	1	1	1	1	1
Temporary						
Injured	0	0	0	0	0	0
Totals	31	31	32	32	31	32

Notes:

- Apr-05 Assistant Superintendent position vacant
- 2005 Data Entry Operator position vacant
- 2005 Public Works Account Clerk position vacant
- Dec-07 Utility Person position vacant
- Sep-08 Laboratory Technician position vacant
- Mar-09 Water Treatment Plant Operator position vacant
- Aug-09 Hydrant Maintenance temp position vacant
- Dec-09 Injured Meter Reader/Shop Person returned to light duty
- Dec-09 Water Works Clerk position vacant
- Jan-10 Water Works Clerk position filled
- Feb-10 Water Treatment Plant Operator position filled
- Feb-10 Utility Person position vacant
- Mar-10 Utility Person position filled
- May-10 Water Treatment Plant Operator position vacant
- Jun-10 Water Treatment Plant Operator position filled

FY 2011

Personnel Data

For the current fiscal year, record the number authorized and employed as of the last week of the month:

	<u>July</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>
Authorized	36	36	36	36	36	36
Full Time	28	27	29	29	31	31
Part Time						
Temporary	1	1	1	1	1	1
Injured	0	1	1	1	0	0
Totals	29	29	31	31	32	32
	<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>May</u>	<u>June</u>
Authorized	36	36	36	36	36	36
Full Time	31	31	31	31	29	29
Part Time						
Temporary	1	1	1	1	1	1
Injured	0	0	0	0	1	1
Totals	32	32	32	32	31	31

Notes:

- Jul-10 Meter Foreperson position vacant
- Jul-10 Water Treatment Plant Operator position vacant
- Jul-10 Water Works Clerk position vacant
- Aug-10 Utility Person position vacant
- Sep-10 Water Treatment Plant Operator position filled
- Sep-10 Water Supply Inspector position vacant
- Sep-10 Water Supply Inspector position filled
- Sep-10 Meter Reader Repair Person position added to replace vacant Lab Tech position
- Sep-10 Meter Reader Repair Person position filled
- Sep-10 Injured Meter Reader Repair Person on Workers Comp
- Sep-10 Water Foreperson position vacant
- Sep-10 Meter Foreperson position filled
- Nov-10 Water Works Clerk position filled
- Nov-10 Injured Meter Reader/Shop Person returned to light duty
- May-11 Injured Meter Reader/Shop Person on leave
- May-11 Water Superintendent position vacant(retirement) temporarily filled by Outside Contractor
- Jun-11 Water Division Engineering Tech vacant
- Jun-11 Utility Person position filled

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
PUBLIC UTILITIES COMMISSION

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THE CITY OF WOONSOCKET, WATER DIVISION'S
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(Issued April 6, 2012)

DIV 2-27.	Regarding page 11, lines 10-14 of Mr. Edge's testimony, does Woonsocket have a contract for light and power services? If so, please provide a copy of the current contract.
RESPONSE	Yes. See attached.
RESPONDENT	Walter Edge
DATE	June 20, 2012



HESS CORPORATION
 1 Hess Plaza Woodbridge, NJ 07095
 Phone: 1-800-HESS-USA ; www.hessenergy.com

17224 - 0

Marketer Name **Victoria Bukreava** Date **07-21-2010** Time **2:27:51 PM**

ELECTRICITY TRANSACTION CONFIRMATION

Customer **City of Woonsocket, Rhode Island** New Renewal Mixed

Contact Name _____
 Address **169 Main St WOONSOCKET RI 02895-4330**
 Phone _____ Fax _____

This Transaction Confirmation confirms the terms of the Transaction entered into between Hess Corporation ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated 06/08/2010. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date the Agreement is executed and returned by Buyer.

THIS ELECTRICITY TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Contract Quantity	Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below.							
	Base Monthly Usage (kWh)							
	January	920,571	May	1,030,063	September	850,984		
	February	837,463	June	871,559	October	883,295		
	March	927,537	July	918,039	November	886,331		
	April	898,024	August	898,828	December	997,509		
	Total Annual Usage(kWh)		10,920,204	UCAP	1,464.54	Max Demand(kW)	1,817.00	

Delivery Period Start: For each Service Location, the first meter read date on or after **08/30/2010** Length **36 Months**
 The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.
 Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing by the Parties.

Delivery Point Utility Control Area **NEPOOL**
 Utility **NECO**

Bill Type Consolidated Dual **NOTE: IF BOX IS NOT CHECKED BILL TYPE WILL BE DUAL**

Purchase Price **Fixed 24 Hours @ 7.09 \$/kWh**
 Purchase price includes Energy, Unforced Capacity, Ancillaries, Transmission (if applicable), Renewable Portfolio Standards (RPS) (if applicable).

Definitions On-Peak* hours are 7:00am to 11:00pm Monday through Friday, excluding the North American Electric Reliability Council (NERC) holidays. All other hours are "Off-Peak" hours.

Special Provisions For general inquiries related to the sale and delivery of power you may contact the Rhode Island Public Utility Commission: 88 Jefferson Boulevard, Warwick, RI 02888; 401-941-4500.
 Upon any discontinuance of service by Hess, Hess will return Customer to full Utility service by the next effective drop date permitted by the Utility and upon at least ten (10) days prior notice. While Seller, upon termination of service, may suspend any deliveries to Buyer, Seller may not physically cut off electric service to Buyer as physical cut-off of electric service is controlled solely by Buyer's electric distribution company under its current termination rules.
 For inquiries related to your purchase please contact Hess at the address above. In case of emergencies or outages please contact your local Utility directly.

Tax Exemption Status Non-Exempt Exempt (Please attach certificate of exemption)

PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION BY FACSIMILE TO (866) 741-5833

Buyer City of Woonsocket, Rhode Island	Seller Hess Corporation
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Print Name: Leo Fortaine	Print Name: Schv Dore
Title: Mayor	Title: Manager
Date: 7/29/10	Date: 7/28/10

Buyer's Initial *LF*

Seller's Initials *[Signature]*

Attachment To Proposal - Location Listing

Address	AccountNumber	Utility	Zone	Profile
85A6A Manville Rd BLEND L CHMB Pole 85A	1283918008	NECO	NECO_Rhode Island	NECO_C06
Diamond Hill Road DPT B WTR Pole 88B	2530257000	NECO	NECO_Rhode Island	NECO_G02
Manville Road PLT B WTR Pole 67A1	2567821007	NECO	NECO_Rhode Island	NECO_G32
228 Privilege Street Pole 12A2	3849141003	NECO	NECO_Rhode Island	NECO_C06
11 Cumberland Hill Road PLT B SWR	3850001001	NECO	NECO_Rhode Island	NECO_G32
25 Rhodes Avenue WATER	6025978004	NECO	NECO_Rhode Island	NECO_C06
Rhodes Avenue	6273315009	NECO	NECO_Rhode Island	NECO_G02
Park East Drive STA B PMP Pole 2	6309736003	NECO	NECO_Rhode Island	NECO_C06
568 Logee Street Pole 29 2	8805034000	NECO	NECO_Rhode Island	NECO_C06

Buyer's Initials 

Seller's Initials 



This Commodity Master Agreement ("CMA") between Hess Corporation ("Seller"), a Delaware corporation, located at 1 Hess Plaza, Woodbridge, New Jersey 07095 and City of Woonsocket, Rhode Island ("Buyer" or "Customer"), located at 169 Main St WOONSOCKET RI 02895-4330 (each a "Party" and jointly "Parties") is entered into and effective as of Jun 08, 2010.

1. **Transactions:** The terms of this CMA apply to all end-use sales of electric power ("Electricity") and/or natural gas ("Gas") as applicable, each a "Commodity" and collectively, the "Commodities", by Seller to Buyer (each sale a "Transaction") which will be memorialized in a writing signed by both Parties ("Transaction Confirmation"). If a conflict arises between the terms of this CMA and a Transaction Confirmation, the Transaction Confirmation will control. This CMA, any amendments to this CMA and related Transaction Confirmation(s) (together, a single integrated, "Agreement") is the entire understanding between Parties and supersedes all other communication and prior writings with respect thereto; no oral statements are effective.

2. **Performance:** The Parties' obligations under this Agreement are firm. Buyer is obligated to purchase and receive, and Seller is obligated to sell and deliver, the Contract Quantity of Commodity specified in a Transaction Confirmation in accordance with the terms of this Agreement. Buyer will only use the Commodity at the listed Service Locations and will not resell the Commodity or use it at other locations without Seller's prior written consent.

3. **Purchase Price:** Buyer will pay the Purchase Price stated in each Transaction Confirmation. If the Purchase Price incorporates an index and the index is not announced or published on any day for any reason or if the Seller reasonably determines that a material change in the formula for or the method of determining the Purchase Price has occurred, then the Parties will use a commercially reasonable replacement price that is calculated by the Seller. If Seller concludes that a change in Laws increases Seller's costs, the Purchase Price may be adjusted by Seller to reflect such costs. "Law(s)" mean all tariffs, laws, orders, rules, taxes, regulations and Utility changes to Buyer's monthly capacity and/or transmission obligations.

4. **Billing and Payment:** Seller will invoice Buyer for the Actual Quantity of Commodity and for any other amounts incurred by Buyer under this Agreement. Payment is due within fifteen (15) days of the date of the invoice. If the Actual Quantity cannot be verified by the time the invoice is issued, the invoice will be based on Seller's good faith estimate of the Actual Quantity. Seller will adjust Buyer's account following (i) confirmation of the Actual Quantity (ii) any Utility discrepancy or adjustment or (iii) any adjustment to, or re-calculation of, Taxes. Buyer will pay interest on late payments of 1.5% per month or, if lower, the maximum amount permitted by law ("Interest Rate"). Buyer is also responsible for all costs and fees, including reasonable attorney's fees, incurred in collecting payment. "Actual Quantity" means the actual quantity of Commodity that is either delivered or metered, as applicable, to Buyer's account. "Utility" means a state regulated entity engaged in the distribution of Gas or Electricity.

5. **Taxes:** Buyer is responsible for paying any Taxes associated with the Actual Quantity of Commodity sold under this Agreement that may become due at and after the Delivery Point. The Purchase Price does not include Taxes that are or may be the responsibility of the Buyer, unless such inclusion is required by Law. Buyer will reimburse Seller for any Taxes that Seller is required to collect and pay on Buyer's behalf and will indemnify, defend and hold Seller harmless from any liability against all Buyer's Taxes. Buyer will furnish Seller with any necessary documentation showing its exemption from Taxes, if applicable, and Buyer will be liable for any Taxes assessed against Seller because of Buyer's failure to timely provide or properly complete any such documentation. "Taxes" means all applicable federal, state and local taxes, including any associated penalties and interest and any new taxes imposed in the future during the term of this Agreement. Liabilities imposed in this Section will survive the termination of this Agreement.

6. **Disputes:** If either Party in good faith disputes amounts owed under Sections 3, 4, 5 and 8, the disputing Party will contact the non-disputing Party promptly and pay the undisputed amount by the payment due date. The Parties will negotiate in good faith regarding such dispute for a period of not more than fifteen (15) Business Days. In the event the Parties are unable to resolve such dispute, the disputing Party will pay the balance of the original invoice and either Party may exercise any remedy available to it in law or equity pursuant to this Agreement. In the event of a dispute other than for an invoiced amount, the Parties will use their best efforts to resolve the dispute promptly. Actions taken by a Party exercising its contractual rights will not be construed as a dispute for purposes of this Section. "Business Day" means any day on which banks are open for commercial business in New York, New York.

7. **Title and Risk of Loss:** Title to, possession of and risk of loss to the Commodity will pass to Buyer at the Delivery Point.

8. **Buyer's Usage Obligations**

A. **Material Usage Deviation:** If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the Contract Quantity and Buyer's Actual Quantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means a deviation in Buyer's Actual Quantity from Buyer's Contract Quantity of +/- 25% or more.

B. **Balancing Charges:** For Transactions involving the purchase and sale of Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material variation in usage is provided to Seller. "Balancing Charges" means Utility fees, costs or charges and penalties assessed for failure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's Invoice.

C. **Curtailments:** For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail as directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.


9. **Force Majeure:** A Party claiming Force Majeure will be excused from its obligations under Section 2 as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, Buyer will not be excused from its responsibility for Balancing Charges nor from its responsibility to pay for Commodity received. "Force Majeure" means a material, unavoidable occurrence beyond a Party's control, and does not include inability to pay, an increase or decrease in Taxes or the cost of Commodity, the economic hardships of a Party, or the full or partial closure of Buyer's facilities, unless such closure itself is due to Force Majeure.

10. **Financial Responsibility:** Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its outstanding obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash, deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance").

11. **Default:** "Default" means (i) failure of either Party to make payment by the applicable due date and the payment is not made within three (3) Business Days of a written demand; (ii) failure of Buyer to provide Credit Assurance within two (2) Business Days of Seller's demand; (iii) either Party, its parent or guarantor, becomes Bankrupt or fails to pay its debts generally as they become due, or (iv) failure of either Party to satisfy any representations and warranties contained in Section 13 and the failure is not cured within fifteen (15) Business Days of a written demand. "Bankrupt" means an entity (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent, however evidenced, (d) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, (e) has a secured party take possession of all or any substantial portion of its assets or (f) is dissolved or has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger).

12. **Remedies:** In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance (ii) upon written notice, provided that no notice is required with respect to Section 11(ii), accelerate any or all amounts owing between the Parties and terminate and liquidate any or all Transactions; (iii) calculate a settlement amount by calculating the Liquidation Value for each Transaction being terminated; and (iv) aggregate all settlement amounts and all other amounts owing between the Parties and their affiliates under other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus attorney's fees and costs incurred, into one single amount ("Net Settlement Amount"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "Liquidation Value" is the sum of (a) all amounts due to Seller for the Actual Quantity, (b) the net amount due to the non-defaulting Party regarding the Contract Quantities remaining to be delivered during the Delivery Period calculated by any commercially reasonable method chosen by the non-defaulting Party, including, by determining the difference between the Purchase Price and the Market Price; and (c) without duplication, any net losses or costs incurred by the non-defaulting Party for liquidating and terminating this Agreement. "Market Price" means the price for similar quantities of Commodity at the Delivery Point during the applicable Delivery Period.

13. **Representations and Warranties:** Each of the following are deemed to be repeated each time a Transaction is entered into:

Buyer's Initials 
CMA February 2010

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Seller's Initials 

A. Each Party represents that: (a) 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 to this Agreement; (b) the execution of this Agreement is within its powers, has been duly authorized and does not violate any of the terms or conditions in its governing documents or any contract to which it is a party or any law applicable to it; (c) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (d) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodity; (e) Seller is not a "utility" as defined in the Code; (f) Commodity supply will be provided by Seller; delivery will be provided by the Customer's Utility; and (g) Customer's Utility will respond to leaks or emergencies should they occur; and

B. Buyer represents and warrants that: (a) it is not a residential customer; (b) it will immediately notify Seller of any change in its ownership; (c) execution of this Agreement initiates enrollment and service for the Delivery Period; (d) no communication, written or oral, received from the Seller will be deemed to be an assurance or guarantee as to any results expected from this Agreement; (e) if it is executing this Agreement in its capacity as an agent, such Party represents and warrants that it has the authority to bind the principal to all the provisions contained herein and agrees to provide documentation of such agency relationship; and (f) (i) it will provide, to Seller, information reasonably required to substantiate its usage requirements, including information regarding its business, locations, meter/account numbers, historical/ projected usage, time of use, hours of operation, utility rate classes, agreements, schedules, which in substantial part form the basis for the calculation of charges for the transactions hereunder; (ii) acceptance of this Agreement constitutes an authorization for release of such usage information; (iii) it will assist Seller in taking all actions necessary to effectuate Transactions, including, if requested, executing an authorization form permitting Seller to obtain its usage information from third parties; and (iv) the usage information provided is true and accurate as of the date furnished and as of the effective date of the Agreement.

14. Other:

(a) This Agreement is governed by New York law, without regard to any conflict of rules doctrine. (b) The Parties submit to the non-exclusive jurisdiction of the courts of the State of New York and any United States District Court located in New York. (c) Each Party waives its right to a jury trial regarding any litigation arising from this Agreement; (d) No delay or failure by a Party to exercise any right or remedy to which it may become entitled under this Agreement will constitute a waiver of that right or remedy. (e) Seller warrants that (i) it has good title to Commodity delivered, (ii) it has the right to sell the Commodity, and (iii) the Commodity will be free from all royalties, liens, encumbrances, and claims. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED. (f) Buyer will be responsible for and indemnify Seller against all losses, costs and expenses, including court costs and reasonable attorney's fees, arising out of claims for personal injury, including death, or property damage from the Commodity or other charges which attach after title passes to Buyer. Seller will be responsible for and indemnify Buyer against any losses, costs and expenses, including court costs and reasonable attorneys' fees, arising out of claims of title, personal injury, including death, or property damage from the Commodity or other charges which attach before title passes to Buyer. (g) NEITHER

PARTY WILL BE LIABLE TO THE OTHER UNDER THE AGREEMENT FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR SPECIFIC PERFORMANCE, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT. (h) All notices and waivers will be made in writing and may be delivered by hand delivery, first class mail (postage prepaid), overnight courier service or by facsimile and will be effective upon receipt; provided, however, that any termination notice may only be sent by hand or by overnight courier service, and, if sent to Seller, a copy delivered to Hess Corporation, Attention Law Department-Trading, 1186 Avenue of the Americas, New York, New York 10036. (i) If the Parties entered into Commodity transactions prior to the execution of this Agreement ("Existing Transactions"), the Parties agree that these Existing Transactions shall be Transactions governed under the terms of this Agreement. This Agreement supersedes and replaces any other agreement that may have applied to the Existing Transactions. (j) No amendment to this Agreement will be enforceable unless reduced to writing and executed by both Parties. (k) Seller may assign this Agreement without Buyer's consent. Buyer may not assign this Agreement without Seller's consent; which consent will not be unreasonably withheld. In addition, Seller may pledge, encumber, or assign the accounts, revenues, or proceeds of this Agreement in connection with any financing or other financial arrangements without Buyer's consent; in which case Seller shall not be discharged from its obligations to Buyer under this Agreement. (l) This Agreement may be executed in separate counterparts by the Parties, including by facsimile, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument. (m) Any capitalized terms not defined in this CMA are defined in the Transaction Confirmation or shall have the meaning set forth in the applicable Utility rules, tariffs or other governmental regulations, or if such term is not defined therein then it shall have the well-known and generally accepted technical or trade meanings customarily attributed to it in the natural gas or electricity generation industries, as applicable. (n) The headings used in this Agreement are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Agreement. (o) Any originally executed copy of this Agreement and other related documents may be digitally copied, photocopied, or stored on computer tapes and disks ("Imaged Agreement"). The Imaged Agreement will be admissible in any judicial, arbitration, mediation or administrative proceedings between the Parties in accordance with the applicable rules of evidence; provided that neither Party will object to the admissibility of the Imaged Agreement on the basis that such were not originated or maintained in documentary form. (p) Where multiple parties are Party to this Agreement with Seller and are represented by the same agent, it is agreed that this Agreement will constitute a separate agreement with each such Party, as if each such Party had executed a separate Agreement, and that no such Party shall have any liability under this document for the obligations of any other Parties. (q) This Agreement may be terminated by either Party upon (thirty) 30 days' prior written notice; provided, however, that this Agreement will remain in effect with respect to Transactions entered into prior to the effective date of the termination until both Parties have fulfilled all of their obligations with respect to the outstanding Transactions. (r) The Buyer will not disclose the terms of this Agreement, without prior written consent of the Seller, to any third party, other than the Party's employees, affiliates, agents, auditors and counsel who are bound by substantially similar confidentiality obligations, trading exchanges, governmental authorities, courts, adjudicatory proceedings, pricing indices, and credit ratings agencies; provided that a Party that receives a demand for disclosure pursuant to court order or other proceeding will first notify the other Party, to the extent practicable, before making the disclosure.

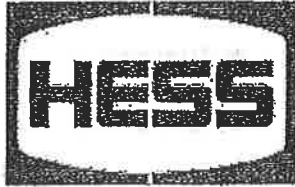
IN WITNESS WHEREOF, this CMA is entered into and effective as of the date written above.

CUSTOMER

By: [Signature]
 Name: Leo T. Fontaine
 Title: 712910

HESS CORPORATION

By: [Signature]
 Name: John Rose
 Title: Manager



This Amendment constitutes the changes to the Commodity Master Agreement ("CMA") as executed between City of Woonsocket and Hess Corporation dated June 8, 2010. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order of priority: (1) the Transaction Confirmation (2) this Amendment and (3) the CMA.

1. Section 4 is revised by deleting the second sentence and replacing it with the following: "Payment is due within thirty (30) days of the date of the invoice."
2. Section 10 is deleted in its entirety and replaced with the following:
 "10. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its payment obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance"). The amount of Credit Assurance requested by Seller will not exceed ninety (90) days of total contract exposure. If the Parties agree on a fixed price for forward Commodity purchases under this Agreement, the amount of Credit Assurance requested by Seller will be in an amount to cover this forward exposure, as well as an amount to cover Commodity deliveries that have occurred but are unpaid."
3. Section 11 is amended by inserting the following sentence before the definition of "Bankrupt": "Notwithstanding anything to the contrary contained herein, for purposes of this CMA, a "Default" shall not include the appointment of a fiscal overseer under R.I. Gen. Laws § 45-9-3 or the appointment of a budget commission under R.I. Gen. Laws §45-9-5, or any action taken by a fiscal overseer or budget commission pursuant to R.I. Gen. Laws § 45-9, provided that Buyer immediately notifies Seller of any appointment of a fiscal overseer or budget commission over the Buyer."
4. Section 14, Subsection (a) is deleted and replaced with the following: "(a) While any federal and/or state rules and regulations applicable to a Commodity that specifically apply to a Party shall apply to this Agreement, the law of the State of New York (without regard to any conflict of law doctrine) shall govern this Agreement."
5. Section 14, Subsection (b) is deleted and replaced with the following: "(b) The Parties submit to jurisdiction and venue in Providence County, Rhode Island, and agree that such venue shall be sole and exclusive for any all actions or disputes related to this CMA or any related documents."
6. Section 14(r) is deleted in its entirety.
7. While any federal and/or state rules and regulations applicable to a Commodity that specifically apply to a Party shall apply to this Amendment, the law of the State of New York (without regard to any conflict of law doctrine) shall govern this Amendment. This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior oral and written communications with respect thereto. Defined terms used, but not defined herein, shall have the meaning set forth in the CMA. The remaining terms of the Agreement are unchanged.

IN WITNESS WHEREOF the Parties have executed this Amendment on the respective dates specified below with effect from June 8, 2010.

Buyer: City of Woonsocket

Seller: Hess Corporation

Approved: *[Signature]*

Approved: *[Signature]*

Print Name: Leo T. Fontaine

Print Name: John Deese

Title: Mayor

Title: Manager

Date: 7/29/10

Date: 7/28/10 /Approved as to legal form: Lee



HESS CORPORATION
 1 Hess Plaza Woodbridge, NJ 07095
 Phone: 1-800-HESS-USA ; www.hessenergy.com

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Marketer Name	Victoria Bukreva	Date	07-21-2010	Time	2:32:34 PM
ELECTRICITY TRANSACTION CONFIRMATION					
Customer	City of Woonsocket, Rhode Island	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Renewal	<input type="checkbox"/> Mixed	
Contact Name					
Address	169 Main St WOONSOCKET RI 02895-4330				
Phone	Fax				

This Transaction Confirmation confirms the terms of the Transaction entered into between Hess Corporation ("Seller"), and the customer above ("Buyer" or "Customer") pursuant to the terms of the Commodity Master Agreement ("CMA") between Buyer and Seller dated 06/08/2010. The Purchase Price excludes Utility distribution charges and Taxes that are or may be the responsibility of Buyer. The prices listed below are based on market conditions as of the time, stated above, that this Transaction Confirmation was issued and may be adjusted by Seller to reflect market conditions as of the date the Agreement is executed and returned by Buyer.

THIS ELECTRICITY TRANSACTION CONFIRMATION WILL NOT BE EFFECTIVE UNTIL SIGNED BY BOTH PARTIES.

Contract Quantity	Buyer and Seller agree that the Contract Quantity purchased and received means a positive volume up to or greater than the estimated quantities listed below.					
	Base Monthly Usage (kWh)					
	January	1,378,821	May	1,321,582	September	1,162,076
	February	1,251,928	June	1,160,249	October	1,232,320
	March	1,284,817	July	1,235,505	November	1,241,185
	April	1,209,273	August	1,223,855	December	1,449,636
	Total Annual Usage(kWh) 15,151,348		UCAP	2,156.35	Max Demand(kW)	3,859.00

Delivery Period	Start: For each Service Location, the first meter read date on or after 08/30/2010	Length	36 Months
The service start date hereunder will be the date that the Utility enrolls Customer for Seller's service. Seller will request the Utility to enroll Customer on the first meter read date within the Delivery Period.			
Upon the expiration of the Delivery Period, this Transaction shall continue for successive one month terms (collectively the "Renewal Term") until either Party notifies the other Party in writing of its intention to terminate, at least 15 days prior to the end of the Delivery Period or 15 days prior to the end of each successive month Renewal Term. The termination date shall be the next effective drop date permitted by the Utility. All terms of the Agreement will remain in effect through the termination date as set by the applicable Utility. During the Renewal Term, the Purchase Price for each successive month Renewal Term will be the then Market Price for delivery to the Delivery Point, unless otherwise agreed to in writing by the Parties.			

Delivery Point	Utility Control Area	NEPOOL
	Utility	NECO

Bill Type	<input checked="" type="checkbox"/> Consolidated	<input type="checkbox"/> Dual	NOTE: IF BOX IS NOT CHECKED BILL TYPE WILL BE DUAL
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Purchase Price	Fixed 24 Hours @ 7.29 \$/kWh
Purchase price includes Energy, Unforced Capacity, Ancillaries, Transmission (if applicable), Renewable Portfolio Standards (RPS) (if applicable).	

Definitions	"On-Peak" hours are 7:00am to 11:00pm Monday through Friday, excluding the North American Electric Reliability Council (NERC) holidays. All other hours are "Off-Peak" hours.
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Special Provisions	For general inquiries related to the sale and delivery of power you may contact the Rhode Island Public Utility Commission: 49 Jefferson Boulevard, Warwick, RI 02888; 401-941-4500. Upon any discontinuance of service by Hess, Hess will return Customer to full Utility service by the next effective drop date permitted by the Utility and upon at least ten (10) days prior notice. While Seller, upon termination of service, may suspend any deliveries to Buyer, Seller may not physically cut off electric service to Buyer as physical cut-off of electric service is controlled solely by Buyer's electric distribution company under its current termination rules. For inquiries related to your purchase please contact Hess at the address above. In case of emergencies or outages please contact your local Utility directly.
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Tax Exemption Status	<input type="checkbox"/> Non-Exempt	<input type="checkbox"/> Exempt (Please attach certificate of exemption)
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PLEASE SIGN AND RETURN THIS TRANSACTION CONFIRMATION BY FACSIMILE TO (855) 741-5033

Buyer	City of Woonsocket, Rhode Island	Seller	Hess Corporation
By:		By:	
Print Name:	Leo T. Fontaine	Print Name:	John D. Hess
Title:	Mayor	Title:	Manager
Date:	7/21/10	Date:	7/20/10

Paging Date Stamp: 7/21/2010 2:32:34 PM using 8/22/2010 9:33:38 AM forwards Proposal ID: 17682 - 0 Printed By: Victoria Bukreva On 7/21/2010 2:32:34 PM

Buyer's initials

Seller's initials

Attachment To Proposal - Location Listing

Address	AccountNumber	Utility	Zone	Profile
Sixth Avenue STA B FYR Pole 12 Fif	0036553009	NECO	NECO_Rhode Island	NECO_C06
Fairmount Street LTS B PRK Pole 13	0036683002	NECO	NECO_Rhode Island	NECO_C06
Lydia Avenue TWR B WTR Pole 21	0037206009	NECO	NECO_Rhode Island	NECO_C06
1500 Manville Rd SGN B WTR Pole 64	0037374002	NECO	NECO_Rhode Island	NECO_C06
Logee Street POLE 29	0037457006	NECO	NECO_Rhode Island	NECO_C06
Hamlet Avenue Pole 6-1	0037729007	NECO	NECO_Rhode Island	NECO_C06
Park East Drive TWR B WTR Pole 23A1	0076966008	NECO	NECO_Rhode Island	NECO_C06
159 Main Street HAL B CTY	0095905007	NECO	NECO_Rhode Island	NECO_G02
Social Street LGT Pole 12-1	0112796004	NECO	NECO_Rhode Island	NECO_C06
Blackstone Street Pole 1- 1A	0113127003	NECO	NECO_Rhode Island	NECO_C06
Diamond Hill Road SIG B TRF Pole 29 RAT	0113872003	NECO	NECO_Rhode Island	NECO_C06
Bernon Street	0114365007	NECO	NECO_Rhode Island	NECO_C06
84 Social Street IOR B SEN	0337058009	NECO	NECO_Rhode Island	NECO_S00
169 Main Street LTS B ST	0337059006	NECO	NECO_Rhode Island	NECO_S00
Davison Ave, Pole 1	0924645009	NECO	NECO_Rhode Island	NECO_C06
Providence Street Pole 414 ED	1282806009	NECO	NECO_Rhode Island	NECO_C06
55 Asylum Street Apt N Pole 4	1283265002	NECO	NECO_Rhode Island	NECO_C06
Diamond Hill Road Pole 88B	1283316004	NECO	NECO_Rhode Island	NECO_C06
Diamond Hill Road HT Pole 80 (traffic light)	1283320008	NECO	NECO_Rhode Island	NECO_C06
85A6A Manville Rd BLEND L CHMB Pole 85A	1283918008	NECO	NECO_Rhode Island	NECO_C06
157 Main Street Apt K B PAR	1339502001	NECO	NECO_Rhode Island	NECO_C06
Diamond Hill Road DPT B WTR Pole 88B	2530257000	NECO	NECO_Rhode Island	NECO_G02
River Street Pole 39S	2530703007	NECO	NECO_Rhode Island	NECO_C06
Providence Street (lighting/Ayotte B'Ball Fld)	2530729001	NECO	NECO_Rhode Island	NECO_C06
South Main Street Pole 14-00	2530779001	NECO	NECO_Rhode Island	NECO_C06
568 Logee Street Pole 22	2530796002	NECO	NECO_Rhode Island	NECO_C06

Buyer's Initials 

Seller's Initials 

Manville Road PLT B WTR Pole 67A1	2567821007	NECO	NECO_Rhode Island	NECO_G32
Island Place EUM B MUS	2585511004	NECO	NECO_Rhode Island	NECO_G02
Bemon Street LTS Pole 8S	2601173006	NECO	NECO_Rhode Island	NECO_C06
Island Place B LTS Pole 2-1	2601174003	NECO	NECO_Rhode Island	NECO_C06
240 Clinton Street STA B POL Pole 16	2601178001	NECO	NECO_Rhode Island	NECO_G02
North Main Street PMP B SWR Pole 42-1	2601439009	NECO	NECO_Rhode Island	NECO_C06
Edwards Street Pole 5	2601483007	NECO	NECO_Rhode Island	NECO_C06
228 Privilege Street STA B PMP Pole 13	2601729008	NECO	NECO_Rhode Island	NECO_C06
Island Place Pole 5 (Con Stand/Ice Rink)	2602695001	NECO	NECO_Rhode Island	NECO_C06
Mendon Road PMP Pole 14/3	2602906009	NECO	NECO_Rhode Island	NECO_C06
85X5 Manville Rd RGE B FYR Pole 85A3	3777180009	NECO	NECO_Rhode Island	NECO_C06
1117 River Street	3777694008	NECO	NECO_Rhode Island	NECO_C06
P3 Park Ave SIG B TRF Pole 3	3778045009	NECO	NECO_Rhode Island	NECO_C06
176 Davison Avenue Pole 10	3778567019	NECO	NECO_Rhode Island	NECO_C06
Cass Avenue ICE B POL Pole 36	3815501004	NECO	NECO_Rhode Island	NECO_C06
Main Street Pole 8A1	3832975008	NECO	NECO_Rhode Island	NECO_C06
Island Place Apt K B PAR Pole 5	3848552002	NECO	NECO_Rhode Island	NECO_C06
Clinton Street SIG B TRF	3848556000	NECO	NECO_Rhode Island	NECO_C06
Winter Street SIG B TRF Pole 31	3848995007	NECO	NECO_Rhode Island	NECO_C06
Sodal Street Pole 6 ELBO	3849108008	NECO	NECO_Rhode Island	NECO_C06
228 Privilege Street Pole 12A2	3849141003	NECO	NECO_Rhode Island	NECO_C06
Mendon Road STA B FYR Pole 37	3849155007	NECO	NECO_Rhode Island	NECO_C06
Aylsworth Avenue CRT B TEN Pole 18AA1	3849199009	NECO	NECO_Rhode Island	NECO_C06
Park East Drive Apt N B SIG Pole 1	3849311005	NECO	NECO_Rhode Island	NECO_C06
Rathbun Street Pole 27 PRI	3849561005	NECO	NECO_Rhode Island	NECO_C06
11 Cumberland Hill Road PLT B SWR	3850001001	NECO	NECO_Rhode Island	NECO_G32
943 River Street AGE	5025007000	NECO	NECO_Rhode Island	NECO_C06
Gilbert Street B PRK Pole 7-1	5025324006	NECO	NECO_Rhode Island	NECO_C06
Olo Street TA B COS Pole 12	5025362006	NECO	NECO_Rhode Island	NECO_C06

Buyer's Initials

Seller's Initials

Park Avenue Pole 48	5025911009	NECO	NECO_Rhode Island	NECO_C06
25 Rhodes Avenue WATER	5025978004	NECO	NECO_Rhode Island	NECO_C06
Monument Square LTS B ST	5079823005	NECO	NECO_Rhode Island	NECO_G02
River Street LTS B TRA Pole 4 RIVE	5095545006	NECO	NECO_Rhode Island	NECO_C06
240 Clinton Street SIG B TRF Pole 34	5095549004	NECO	NECO_Rhode Island	NECO_C06
LTS Main Street HH105 L LEFT	5095554005	NECO	NECO_Rhode Island	NECO_G02
River Street Pole 26	5095601009	NECO	NECO_Rhode Island	NECO_C06
Station 5 Earle Street STA B FYR Pole 12A	5095758003	NECO	NECO_Rhode Island	NECO_C06
Privilege Street Pole 12A2	5095924007	NECO	NECO_Rhode Island	NECO_C06
482 Aylsworth Avenue FLD B BAL Pole 18	5095982009	NECO	NECO_Rhode Island	NECO_C06
23 Cumberland Hill Road STA B FIR Pole 3-2	5096044008	NECO	NECO_Rhode Island	NECO_G02
Main Street	5096924001	NECO	NECO_Rhode Island	NECO_C06
11 Cumberland Hill Road	5097093005	NECO	NECO_Rhode Island	NECO_C06
101 Reservoir Road Pole 26 North Smithfield	5304226001	NECO	NECO_Rhode Island	NECO_C06
9 Cumberland Hill Road PND B DOG	5304458003	NECO	NECO_Rhode Island	NECO_S00
169 Main Street LTS B FLD	5318528005	NECO	NECO_Rhode Island	NECO_C06
Avenue A Pole 12	6272271008	NECO	NECO_Rhode Island	NECO_C06
173 Providence Street STA B FYR Pole 9-1	6272290003	NECO	NECO_Rhode Island	NECO_C06
943 River Street Bldg B	6272445008	NECO	NECO_Rhode Island	NECO_C06
Morton Ave SIG B TRF Pole 11	6273005008	NECO	NECO_Rhode Island	NECO_C06
Rhodes Avenue	6273315009	NECO	NECO_Rhode Island	NECO_G02
Park East Drive STA B PMP Pole 2	6309736003	NECO	NECO_Rhode Island	NECO_C06
57 Island Place Lot 1 RNK L1 Pole 4	6327194003	NECO	NECO_Rhode Island	NECO_G02
Market Square Pole 2 MARK	6342833001	NECO	NECO_Rhode Island	NECO_C06
High Street LOT B PRK Pole 3-1	6342855007	NECO	NECO_Rhode Island	NECO_C06
River Street Pole 8	6342876006	NECO	NECO_Rhode Island	NECO_C06
Social Street FLD B BAL Pole 23	6343179006	NECO	NECO_Rhode Island	NECO_C06
9 Cumberland Hill Road PND B DOG Pole 5A1A	6343343006	NECO	NECO_Rhode Island	NECO_G02
Newland Avenue FLD B BAL Pole 16	6343348001	NECO	NECO_Rhode Island	NECO_C06
Social Street Pole 18	6344581008	NECO	NECO_Rhode Island	NECO_C06
85X5 Manville Rd RGE B	6549850004	NECO	NECO_Rhode Island	NECO_S00

Buyer's Initials 2

Seller's Initials H

Reservoir Road Pole 28A North Smithfield	6550480009	NECO	NECO_Rhode Island	NECO_C06
240 Clinton Street STA B POL	6550712006	NECO	NECO_Rhode Island	NECO_S00
1208 Park East Drive PMP B SEW	6550713003	NECO	NECO_Rhode Island	NECO_S00
P#21 Knight Street LTS Pole 21A	7519714005	NECO	NECO_Rhode Island	NECO_C06
Park Ave SIG B TRF Pole 26	7520324008	NECO	NECO_Rhode Island	NECO_C06
Logee Street Light Pole 64	7520613000	NECO	NECO_Rhode Island	NECO_C06
Manville Road ER B SEW Pole 64	7556640000	NECO	NECO_Rhode Island	NECO_G02
1208 Park East Drive PMP B SEW Pole 36A	7556656008	NECO	NECO_Rhode Island	NECO_C06
MH11 Main Street LTS B TRA	7573916003	NECO	NECO_Rhode Island	NECO_C06
Depot Square SIG B TRF	7573930003	NECO	NECO_Rhode Island	NECO_C06
240 Clinton Street STA B POL	7573943000	NECO	NECO_Rhode Island	NECO_G02
Front Street SIG B TRF Pole 13	7589426001	NECO	NECO_Rhode Island	NECO_C06
Katherine Road POLE 2	7589487004	NECO	NECO_Rhode Island	NECO_C06
Social Street SIG B TRF	7589771001	NECO	NECO_Rhode Island	NECO_C06
Cumberland Hill Road Pole 5A	7590059007	NECO	NECO_Rhode Island	NECO_C06
Newland Avenue Pole 16 -1	7590064008	NECO	NECO_Rhode Island	NECO_C06
St. Louis Avenue STA B PMP Pole 2	7608268003	NECO	NECO_Rhode Island	NECO_C06
303 Clinton Street RAY B LIB	7796600002	NECO	NECO_Rhode Island	NECO_S00
Hamlet Ave SIG B TRF Pole 5-TRF	8767922009	NECO	NECO_Rhode Island	NECO_C06
Hamlet Avenue Pole 6	8768380005	NECO	NECO_Rhode Island	NECO_C06
Logee Street Light Pole 1	8768450002	NECO	NECO_Rhode Island	NECO_C06
Florence Drive Pole 1-1	8804409003	NECO	NECO_Rhode Island	NECO_C06
588 Logee Street Pole 29 2	8805034000	NECO	NECO_Rhode Island	NECO_C06
303 Clinton Street RAY B LIB Pole 20 CII	8821728007	NECO	NECO_Rhode Island	NECO_G02
84 Social Street IOR B SEN Pole 2 Earl	8821734005	NECO	NECO_Rhode Island	NECO_G02
Cumberland Street Lot SIG L *	8837062001	NECO	NECO_Rhode Island	NECO_C06
Cass Avenue SIG B TRF	8837729001	NECO	NECO_Rhode Island	NECO_C06
Cumberland Hill Road ERA B INC	8837730004	NECO	NECO_Rhode Island	NECO_C06
169 Victor Street Pole 6	8837732008	NECO	NECO_Rhode Island	NECO_C06
Cass Avenue LTS Pole 24A	8837861004	NECO	NECO_Rhode Island	NECO_C06

Buyer's Initials 

Seller's Initials 

Diamond Hill Road TNK 8838318002
B WTR Pole 113

NECO

NECO_Rhode Island NECO_C06

Smithfield Road Globe 9043520000
Pole 426 No. Smith

NECO

NECO_Rhode Island NECO_C06

Buyer's Initials



Seller's Initials





This Amendment constitutes the changes to the Commodity Master Agreement ("CMA") as executed between City of Woonsocket and Hess Corporation dated June 8, 2010. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order of priority: (1) the Transaction Confirmation (2) this Amendment and (3) the CMA.

1. Section 4 is revised by deleting the second sentence and replacing it with the following: "Payment is due within thirty (30) days of the date of the invoice."
2. Section 10 is deleted in its entirety and replaced with the following:
 "10. Financial Responsibility: Seller's entry into this Agreement and each Transaction is conditioned on Buyer, its parent, any guarantor or any successor maintaining its creditworthiness during the Delivery Period. When Seller has reasonable grounds for insecurity regarding Buyer's ability or willingness to perform all of its payment obligations under any agreement between the Parties, Seller may require Buyer to provide adequate assurance, which may include, in the Seller's discretion, security in the form of cash deposits, prepayments, letters of credit or other guaranty of payment or performance ("Credit Assurance"). The amount of Credit Assurance requested by Seller will not exceed ninety (90) days of total contract exposure. If the Parties agree on a fixed price for forward Commodity purchases under this Agreement, the amount of Credit Assurance requested by Seller will be in an amount to cover this forward exposure, as well as an amount to cover Commodity deliveries that have occurred but are unpaid."
3. Section 11 is amended by inserting the following sentence before the definition of "Bankrupt": "Notwithstanding anything to the contrary contained herein, for purposes of this CMA, a "Default" shall not include the appointment of a fiscal overseer under R.L. Gen. Laws § 45-9-3 or the appointment of a budget commission under R.L. Gen. Laws §45-9-5, or any action taken by a fiscal overseer or budget commission pursuant to R.L. Gen. Laws § 45-9, provided that Buyer immediately notifies Seller of any appointment of a fiscal overseer or budget commission over the Buyer."
4. Section 14, Subsection (a) is deleted and replaced with the following: "(a) While any federal and/or state rules and regulations applicable to a Commodity that specifically apply to a Party shall apply to this Agreement, the law of the State of New York (without regard to any conflict of law doctrine) shall govern this Agreement."
5. Section 14, Subsection (b) is deleted and replaced with the following: "(b) The Parties submit to jurisdiction and venue in Providence County, Rhode Island, and agree that such venue shall be sole and exclusive for any all actions or disputes related to this CMA or any related documents."
6. Section 14(r) is deleted in its entirety.
7. While any federal and/or state rules and regulations applicable to a Commodity that specifically apply to a Party shall apply to this Amendment, the law of the State of New York (without regard to any conflict of law doctrine) shall govern this Amendment. This Amendment constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior oral and written communications with respect thereto. Defined terms used, but not defined herein, shall have the meaning set forth in the CMA. The remaining terms of the Agreement are unchanged.

IN WITNESS WHEREOF the Parties have executed this Amendment on the respective dates specified below with effect from June 8, 2010.

Buyer: City of Woonsocket

Seller: Hess Corporation

Approved: [Signature]

Approved: [Signature]

Print Name: Leo T Fontaine

Print Name: John Deese

Title: Mayor

Title: Manager

Date: 7/29/10

Date: 7/28/10

/Approved as to legal form: [Signature]