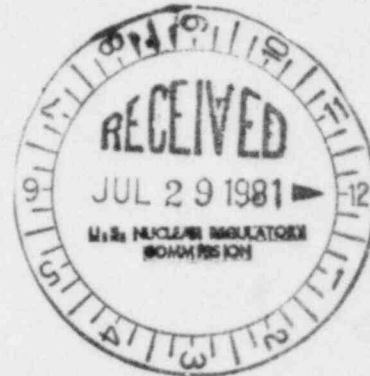


SEABROOK STATION
Engineering Office:
1671 Worcester Road
Framingham, MA 01701

July 21, 1981

SBN-171
T.F. B 6.1.2



United States Nuclear Regulatory Commission
Washington, D. C. 20555

Attention: Mr. Harold Denton, Director
Office of Nuclear Reactor Regulation

- References: (a) Construction Permits CPPR-135 and CPPR-136, Docket Nos. 50-443 and 50-444
(b) Public Service Company of New Hampshire letter dated June 29, 1981, "Tendering of; Seabrook Station Final Safety Analysis Report and Seabrook Station Environmental Report - Operating License Stage for "Acceptability and Completeness" Review"

Subject: Tendering of; Seabrook Station General and Financial Information, and Submittal of Anti-Trust Review Responses

Dear Sir:

Pursuant to 10 CFR 2.101(a)(2) and 10 CFR 50.30(c)(3), Public Service Company of New Hampshire, acting as agent for and on behalf of the Seabrook Station Joint Owners, hereby tenders ten (10) copies of the Seabrook Station General and Financial Information, containing the information required by 10 CFR 50.33 and Appendix C, for your "Acceptability and Completeness" review for the operation of Seabrook Station Unit 1 and Unit 2. Upon notification of a favorable determination, Public Service Company of New Hampshire will formally amend its March 30, 1973, application for the construction permit and operating license via submittal of the above document and the documents tendered via Reference (b) in the quantities delineated in 10 CFR 50.30(c)(1).

Also being forwarded with this letter are the Seabrook Station Joint Owners responses to the anti-trust review questions as posed in USNRC Regulatory Guide 9.3. The above responses are separate from the General and Financial Information volumes.

*Need Two
Rids*

*3005
5/10 General
Financial
Info*

*2999
5/11 Anti-Trust
Review
Responses*

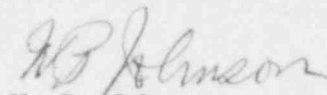
U.S. Nuclear Regulatory Commission
Attention: Mr. Harold Denton, Director

July 21, 1981
Page 2

Once again we urge that you consider the selection of a Project Manager for Seabrook Station to expedite and coordinate the review of our application.

Very truly yours,

YANKEE ATOMIC ELECTRIC COMPANY

A handwritten signature in dark ink, appearing to read "W. P. Johnson", written in a cursive style.

W. P. Johnson
Vice President

Information for Antitrust Review of Operating License Application
for Seabrook Station

Submitted by: Public Service Company of New Hampshire

- a. Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

Answer - At the construction permit stage a higher rate of load growth was projected which has not materialized due basically to external reasons. Delays in the expected completion schedule of the units to 1984 and 1986, however, have resulted in about the same length of excess capacity after commercial operation as had been expected in the Construction Permit Application.

- b. New power pools or coordinating groups or changes in structure, activities, policies, practices or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

Answer - None.

- c. Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

Answer - No significant changes in the transmission system relating to the Project have occurred other than the planned construction schedule which has been delayed to meet the revised needs of the Project.

- d. Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

Answer - See pages 1-4 of General Information as to Applicants in FSAR which describes the ownership modifications which have occurred or are being implemented.

- e. Changes in design provisions, or conditions of rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

Answer - Two new optional residential rates (see attached schedules), Time-of-Day and Seasonal, were instituted as part of a new state law requiring such rates. No changes have occurred in any wholesale rate and only minor changes have occurred in any rate provisions or conditions.

- f. List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

Answer - (1) None.

(2) Approximately 4500 residential customers were served by the optional seasonal rates, and approximately 35 residential customers were served by the optional time-of-day rate. Copies of the rate schedules are attached.

f. Answer - Continued

- (3) Under a NHPUC mandated franchise definition order, some minor franchise area adjustments have occurred.

The Company has entered into agreements with other utilities in Maine and Vermont to sell PSNH respective franchise areas within these states. These sales are awaiting final regulatory approval in Maine and Vermont respectively.

- (4) None.

- g. List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

Answer - None.

- h. Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

Answer - Only the normal exchanges of short-term capacity and energy within NEPOOL have occurred from time to time.

RESIDENTIAL SERVICE
OPTIONAL SEASONAL RATE D-OS

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for electric service in individual urban, rural and farm residences and apartments. Service under this rate is available at the customer's option to those customers who receive all of their electric service requirements hereunder and who sign an Electric Service Agreement. Electric service for outdoor area lighting is available under Outdoor Lighting Service Rate ML.

The Company will assist the customer in determining whether to take service under this rate; however, responsibility for the selection of the rate lies with the customer, and the Company does not warrant or represent in any way that a customer will save money by taking service under this rate.

This rate is not applicable to commercial purposes except as specified hereafter. Multiple use of service within the residence through one meter shall be billed in accordance with the predominant use of the demand. When wired for connection to the same meter, service under this rate shall include the residence and connecting and adjacent buildings used exclusively for noncommercial purposes.

The use of single-phase motors of 5 H.P. rating or less is permitted under this rate provided such use does not interfere with the quality of service rendered to other customers. Upon written application to the Company, the use of larger motors may be authorized where existing distribution facilities permit.

ELECTRIC SERVICE AGREEMENT

The term of the Electric Service Agreement shall be one year, and shall continue thereafter until cancelled by one month's notice to the Company by the customer. The customer will not be permitted to change from this rate to any other rate until the customer has taken service under this rate for at least twelve months. However, upon payment by the customer of a suitable termination charge, the Company may, at its option, waive this provision where a substantial hardship to the customer would otherwise result.

Issued: May 6, 1981

Issued by: W. A. Adams, Jr.

Effective: May 1, 1981

Title: Executive Vice President

CHARACTER OF SERVICE

Service supplied under this rate will be single-phase, 60 hertz, alternating current, normally three-wire at a nominal voltage of 120/240 volts.

RATE PER MONTH

Customer Charge:	\$4.85 per month
Energy Charges:	<u>Per Kilowatt-Hour</u>
Winter Season:	7.35¢
Summer Season:	5.25¢

The Winter Season energy charges shall apply to all kilowatt-hours billed based on any two successive monthly meter readings, the second of which is taken on or after November 1 and prior to or on March 31. The Summer Season energy charges shall apply to all other kilowatt-hours billed.

The Winter Season shall be comprised of five monthly billing periods and the Summer Season shall be comprised of seven monthly billing periods.

FUEL ADJUSTMENT

All energy billed under this rate, including energy used for controlled water heating, shall be subject to a fuel adjustment as provided by Page 21 of the Tariff of which this rate is a part.

WATER HEATING - CONTROLLED

Controlled off-peak water heating service is available under this rate when such service is supplied to approved storage type electric water heaters having an off-peak heating element with a rating of no more than 1,000 watts, or 20 watts per gallon of tank capacity, whichever is greater. The off-peak element shall be connected by means of an approved circuit to a separate water heating meter equipped with a time switch which makes energy available for 17 hours each day. Electricity used will be billed monthly as follows:

All kilowatt-hours @ 3.29¢ per kilowatt-hour

The storage capacity of all controlled water heaters installed hereunder after January 1, 1979 shall be 80 gallons or more.

Issued: May 6, 1981

Issued by: W. A. Adams, Jr.

Effective: May 1, 1981

Title: Executive Vice President

ELDERLY CUSTOMER DISCOUNT

Customers 70 years of age or older who are owners or renters of their principal residence or who normally pay a substantial portion of the cost of maintaining their principal residence are eligible to receive an Elderly Customer Discount of ten percent (10%) from bill amounts computed under the applicable provisions of this rate (including the fuel adjustment charge and Customer Charge) for electric service used at their principal residence. The discount shall not apply to charges for service at locations served on a short-term basis, to charges under the provisions of this rate entitled "Service Charge", or to minimum bills rendered pursuant to line extension guarantees.

To receive the discount a customer must complete and submit to the Company the Application for Elderly Customer Discount. After audit and approval of the application by a duly authorized agent of the Company, the Company will promptly change its billing records so that the discount will be applied to bills rendered thereafter.

CONJUNCTIONAL SERVICE

Conjunctional service is the use of electric service furnished hereunder in parallel with any other source of electric service. The customer may take conjunctional service hereunder subject to the signing of a Residential Conjunctional Service Agreement specifying such terms and conditions of interconnection and operation as the Company deems necessary to provide for proper metering and billing and to prevent personal injury, property damage, or interference with the electric service to other customers.

SERVICE CHARGE

When the Company establishes or reestablishes an electric service account for a customer at a meter location, a service charge will be made in addition to all other charges under this rate. The service charge will be \$15.90 except when it is necessary for the Company to send an employee to the meter location outside of normal working hours to connect or reconnect service, in which case the service charge shall be \$31.80.

METERS

Under this rate, the Company will install one or more meters at its option.

Issued: May 6, 1981

Issued by: W. A. Adams, Jr.

Effective: May 1, 1981

Title: Executive Vice President

TERMS

The charges for service under this rate are net, billed monthly and payable upon presentation of bill. However, customers may elect to pay for all service rendered under this rate on a Budget Billing Plan available on application to the Company.

Issued: May 6, 1981

Issued by: W. A. Adams, Jr.

Effective: May 1, 1981

Title: Executive Vice President

RESIDENTIAL SERVICE
OPTIONAL TIME-OF-DAY RATE D-OTOD

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for electric service in individual urban, rural and farm residences and apartments. Service under this rate is available at the customer's option to those customers who receive all of their electric service requirements hereunder and who complete a written Application for Service and sign an Electric Service Agreement. Electric service for outdoor area lighting is available under Outdoor Lighting Service Rate ML.

The Company will assist the customer in determining whether to take service under this rate; however, responsibility for the selection of the rate lies with the customer, and the Company does not warrant or represent in any way that a customer will save money by taking service under this rate.

This rate is not applicable to commercial purposes except as specified hereafter. Multiple use of service within the residence through one meter shall be billed in accordance with the predominant use of the demand. When wired for connection to the same meter, service under this rate shall include the residence and connecting and adjacent buildings used exclusively for noncommercial purposes.

The use of single-phase motors of 5 H.P. rating or less is permitted under this rate provided such use does not interfere with the quality of service rendered to other customers. Upon written application to the Company, the use of larger motors may be authorized where existing distribution facilities permit.

LIMITATIONS ON AVAILABILITY

The availability of this rate to particular customers is contingent upon the availability of time-of-use meters and personnel to administer the rate, all as determined by the Company.

Because the Company's distribution system and customer service facilities have a limited electrical capacity, large and/or intermittent and irregular electrical loads can result in the overloading and damaging of said facilities and can adversely affect the quality of service to other customers of the Company. Therefore, service under this rate shall not be available where, in the

Issued: May 6, 1981

Issued by: W. A. Adams, Jr.

Effective: May 1, 1981

Title: Executive Vice President

Company's judgment, sufficient distribution system capacity and customer service facilities do not exist in order to supply the electrical requirements of the applicant unless the Electric Service Agreement provides for a suitable cash payment or a satisfactory revenue guarantee to the Company, or both. Further, in the event that a customer receiving service under this rate shall propose to materially increase the amount of electrical service required, the customer shall give the Company prior written notice of this fact, thereby allowing the Company to ascertain whether sufficient distribution system capacity and customer service facilities exist to serve the proposed increased requirement. Where the capacity or facilities do not exist, the customer will not make the proposed increase until the Electric Service Agreement shall be amended to provide for a suitable cash payment or a satisfactory revenue guarantee to the Company, or both.

APPLICATION FOR SERVICE

The Application for Service will be used by the Company in estimating the customer's electrical consumption by time of use. Based on the information supplied by the customer, the Company will assist the customer in determining whether to take service under this rate.

ELECTRIC SERVICE AGREEMENT

The term of the Electric Service Agreement shall be one year, and shall continue thereafter until cancelled by one month's notice to the Company by the customer. The customer will not be permitted to change from this rate to any other rate until the customer has taken service under this rate for at least twelve months. However, upon payment by the customer of a suitable termination charge, the Company may, at its option, waive this provision where a substantial hardship to the customer would otherwise result.

CHARACTER OF SERVICE

Service supplied under this rate will be single-phase, 60 hertz, alternating current, normally three-wire at a nominal voltage of 120/240 volts.

Issued: May 6, 1981

Issued by: W. A. Adams, Jr.

Effective: May 1, 1981

Title: Executive Vice President

RATE PER MONTH

(a) Customer Charge:	\$4.85 per month
(b) Time-of-Use Meter Charge:	\$2.50 per month
(c) Energy Charges:	<u>Per Kilowatt-Hour</u>
On-Peak Hours	8.15¢
Off-Peak Hours	3.70¢

The On-Peak Hours shall be the hours after 7:00 A.M. and before 10:00 P.M., EST (after 8:00 A.M. and before 11:00 P.M., DST), Monday through Friday. The Off-Peak Hours shall be all hours not included in the On-Peak Hours.

CAPACITY CHARGE

The Company's studies may show that, in order to more closely follow cost of service, it is necessary or desirable to utilize meters capable of measuring rate of taking of electric service in kilowatts. The Company may install such meters either for all customers served under this rate or for only those customers whose usage of electricity is uncharacteristic of this class. At any time, the Company may file a revision of the rate form and/or charges of this rate to provide for an appropriate capacity charge. After such revision of this rate, any customer who is subject to higher billing under this rate will have the option of continuing to take service under this rate or to take service under any other rate of the Company's Tariff which may be available.

FUEL ADJUSTMENT

All energy billed under this rate, including energy used for controlled water heating, shall be subject to a fuel adjustment as provided by Page 21 of the Tariff of which this rate is a part.

WATER HEATING - CONTROLLED

Controlled off-peak water heating service is available under this rate when such service is supplied to approved storage type electric water heaters having an off-peak heating element with a rating of no more than 1,000 watts, or 20 watts per gallon of tank capacity, whichever is greater. The off-peak element

Issued: May 6, 1981

Issued by: W. A. Adams, Jr.

Effective: May 1, 1981

Title: Executive Vice President

shall be connected by means of an approved circuit to a separate water heating meter equipped with a time switch which makes energy available for 17 hours each day. Electricity used will be billed monthly as follows:

All kilowatt-hours @ 3.29¢ per kilowatt-hour

The storage capacity of all controlled water heaters installed hereunder after January 1, 1979 shall be 80 gallons or more.

ELDERLY CUSTOMER DISCOUNT

Customers 70 years of age or older who are owners or renters of their principal residence or who normally pay a substantial portion of the cost of maintaining their principal residence are eligible to receive an Elderly Customer Discount of ten percent (10%) from bill amounts computed under the applicable provisions of rate (including the fuel adjustment charge and Customer Charge) for electric service used at their principal residence. The discount shall not apply to charges for service at locations served on a short-term basis, to charges under the provisions of this rate entitled "Service Charge", or to minimum bills rendered pursuant to line extension guarantees.

To receive the discount a customer must complete and submit to the Company the Application for Elderly Customer Discount. After audit and approval of the application by a duly authorized agent of the Company, the Company will promptly change its billing records so that the discount will be applied to bills rendered thereafter.

CONJUNCTIONAL SERVICE

Conjunctional service is the use of electric service furnished hereunder in parallel with any other source of electric service. The customer may take conjunctional service hereunder subject to the signing of a Residential Conjunctional Service Agreement specifying such terms and conditions of interconnection and operation as the Company deems necessary to provide for proper metering and billing and to prevent personal injury, property damage, or interference with the electric service to other customers.

Issued May 6, 1981

Issued by: W. A. Adams, Jr

Effective: May 1, 1981

Title: Executive Vice President

SERVICE CHARGE

When the Company establishes or reestablishes an electric service account for a customer at a meter location, a service charge will be made in addition to all other charges under this rate. The service charge will be \$15.90 except when it is necessary for the Company to send an employee to the meter location outside of normal working hours to connect or reconnect service, in which case the service charge shall be \$31.80.

METER MALFUNCTION AND NON-ACCESS

In all cases of non-access or where the meter malfunctions, the Company reserves the right to estimate and render bills for all electricity consumed but not registered upon the basis of previous patterns of consumption, or upon the best information available.

METERS

Under this rate, the Company will install one or more meters at its option.

TERMS

The charges for service under this rate are net, billed monthly and payable upon presentation of bill. However, customers may elect to pay for all service rendered under this rate on a Budget Billing Plan available on application to the Company.

Issued: May 6, 1981

Issued by: W. A. Adams, Jr.

Effective: May 1, 1981

Title: Executive Vice President

INFORMATION FOR ANTITRUST REVIEW OF OPERATING
LICENSE APPLICATION FOR SEABROOK STATION

Submitted by: Canal Electric Company

a. Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

- a. Canal Electric Company (Canal) is an electric operating subsidiary of Commonwealth Energy System (the "System") (formerly New England Gas and Electric Association). Canal functions as a wholesale supplier to Cambridge Electric Light Company (Cambridge) and Commonwealth Electric Company (Commonwealth) (formerly New Bedford Gas and Edison Light Company). Both Cambridge and Commonwealth are primarily distribution companies and are also electric operating subsidiaries of the System. Capability forecasts for these electric operating subsidiaries are developed on a composite basis.

When the original license application for construction permit was made, March 30, 1973, the System had a ten (10) year capability forecast for winter and summer capability periods from 1972-73 through 1981-82 based on the best information available at that time relative to forecasted peak loads, capability (both owned and planned purchases and sales) and required reserve percentages. With this data it was possible to determine the System's capacity situation (excess or deficient).

This filing is planned for July of 1981. The latest capability forecast covers the period from summer 1981 through winter and summer 1988-89. A copy of the 1981 Summer capability period as projected in March 1973 and May 1981 is attached as Exhibit A. The major reasons for the differences between the two forecasts are as follows:

- (i) The 1973 forecast was made based on actual 1972 data. Since the forecast was made prior to the oil embargo of 1973-74 at a time when load growth was high, the projected load growth estimate for the ten years of the forecast reflected the expected continued growth. A much lower growth rate is presently forecast and therefore a large difference in the estimated peak load exists during summer 1981;
- (ii) Lower required reserve percentages for the summer 1981 are now anticipated than in 1973;
- (iii) Various capacity re-ratings and retirements, capacity additions and slippage of planned nuclear capacity beyond the summer 1981 period have created a difference in net capability (capability after sales).

The differences outlined above and shown on Exhibit A have created a change in the capacity situation of the electric operating subsidiaries of the System, from a deficiency of 175 MW as projected in 1973 to an excess of 73 MW as currently estimated for the 1981 Summer capability period.

The presently estimated excess capacity has been offered for sale to all New England utilities. (See response (h) below).

b. New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

(b) None

c. Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

(c) The electric operating subsidiaries of the System have entered transmission agreements as part of entitlement purchases of future generating units. These agreements provide for delivery of such entitlements to the system. No additional transmission facilities or agreements have been required.

d. Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

See pages 1-4 of General Information as to Applicants in FSAR which describes the ownership modifications which have occurred or are being implemented.

(d) Commonwealth was allocated an original entitlement share of Seabrook Units No. 1 and 2 (the "Units") of 1.34927%. This entitlement was reduced from the initial request in the Units due to an over subscription. Subsequently, Commonwealth has contracted to purchase an additional entitlement share of 2.1739% of the units from Public Service Company of New Hampshire which will increase its ownership entitlement to 3.52317%. The increased entitlement is being acquired to fulfill anticipated capacity obligations and to reduce the system's dependence on oil-fired generation.

Commonwealth's total entitlement share of the Units of 3.52317% will be transferred to Canal under provisions of a Capacity Acquisition Commitment dated September 25, 1980. Such Commitment was approved by letter order of the Federal Energy Regulatory Commission ("FERC") dated December 5, 1980 in FERC Docket No. ER80802, Canal Electric Company rate schedule FERC No. 21 Supplement No. 1.

e. Changes in design, provisions, or conditions of rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

(e) None

f. List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

(f) Commonwealth has entered into short-term unit sales agreements with Vermont Marble Company and Massachusetts Municipal Wholesale Electric Company relative to wholesale bulk power sales.

g. List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

(g) Commonwealth has an entitlement share of 1.530% of Boston Edison Company's Pilgrim Unit No. 2, whose date of commercial operation is currently undetermined.

h. Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

(h) Commonwealth has received offerings of capacity available for purchase during the summer 1981 capability period from the following companies:

Vermont Electric Power Company
Eastern Utilities Associated
Northeast Utilities
New England Power Company
Massachusetts Municipal Wholesale Electric Co.
Fitchburg Gas and Electric Light Company
Central Vermont Public Service Corporation

As a result of these offerings, Commonwealth entered agreements with Northeast Utilities and Vermont Electric Power Company to purchase certain quantities of gas turbine and nuclear capacity respectively.

Commonwealth has offered excess capacity on its system for sale during the Summer 1981 capability period. As a result of this offering, Commonwealth has contracted to sell intermediate oil-fired generating capacity to the following companies:

Vermont Marble Company
Massachusetts Municipal Wholesale Electric Co.

Information for Antitrust Review of Operating License Application for Seabrook Station

May 28, 1981

March 13, 1973

Exhibit "A"

<u>Source</u>	<u>1981 Summer</u>
Blackstone Street	22
Kendall Square	70
Cannon Street	61
Canal #1	568
Canal #2	292
C & V Diesels	14
Kendall Jets	48
Rowe Yankee	7
Connecticut Yankee	26
Vermont Yankee	12
Maine Yankee	30
Pilgrim #1	74
Wyman #4	9
N.U. Gas Turbines	40
Total Capability	1 273

Sales to Others

Boston Edison	142
Montaup	142
New England Power	142
Other	9
Total Sales	435

Capability (After Sales)	838
Peak Load	639
Capability Responsibility	765
Excess (Deficiency)	73

<u>Source</u>	<u>1981 Summer</u>
Blackstone Street	19
Kendall Square	70
Cannon Street	77
Canal #1	572
Canal #2	280
C & V Diesels	14
Kendall Jets	48
Rowe Yankee	8
Connecticut Yankee	26
Vermont Yankee	12
Maine Yankee	31
Pilgrim #1	72
Gas Turbine	24
Brayton #4	50
Pilgrim #2	18
Seabrook #1	16

Total Capability 1 337

Sales to Others

Boston Edison	143
Montaup	143
New England Power	193

Total Sales	479
Capability (After Sales)	858
Peakload	850
Capability Responsibility	1 033
Excess (Deficiency)	(175)
Probable Retirements	16

Information for Antitrust Review of Operating License Application
for Seabrook Station

Submitted by: New England Power Company

a. Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

In late 1979, New England Electric System announced its long-range planning effort, NEESPLAN. This plan was designed to reduce our foreign oil use from 73% to 10% of our energy needs and keep our customers' electric energy costs to a minimum consistent with reliable electric service. A major part of that plan involved heavy emphasis on load management and conservation. The load management and conservation objective is to hold peak demand and energy growth to an average of no greater than 1.8% and 2.1% per year respectively.

NEESPLAN provides for 5300 MW of generating capacity consisting of existing capacity plus our committed Joint-Ownership share in four nuclear units and 200 MW from alternate energy sources. This system could supply a peak load of 4400 MW assuming a 20% reserve obligation. Under NEESPLAN, it is presently expected that peak demand will not reach 4400 MW until after 1999.

New England Power Company, a wholly-owned subsidiary of New England Electric System, will continue to be active in the marketplace offering both long and short-term unit contract sales to other utilities as long as our generating capacity exceeds our capability responsibility in the New England Power Pool and as long as these contracts can be negotiated to benefit our customers.

b. New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

None.

c. Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

The necessary changes in the transmission system to accommodate the interconnection of the Seabrook Units are included as part of the project and are:

345 kV line, including terminal facilities - Seabrook to Londonderry, N.H.

345 kV line, including terminal facilities - Seabrook to Tewksbury, MA.

345 kV line, including terminal facilities - Seabrook to Newington, N.H.

No changes are required in the connections to wholesale customers to transmit power from the Seabrook Units to said customers.

d. Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

See pages 1-4 of General Information as to Applicants in FSAR which describes the ownership modifications which have occurred or are being implemented.

e. Changes in design, provisions, or conditions of rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

Since the date of original submission, New England Power Company has revised its wholesale tariff provisions in three substantive respects, as follows:

1. In 1974, New England Power Company added tariff provisions to provide an additional type of service to its tariff. This service - entitled Composite NEPOOL Participation, Partial Requirements Service - provided the terms and conditions under which customers could become composite members in NEPOOL with the Company. This service terminated by agreement on 11/1/76.
2. In 1975, New England Power Company amended its tariff to provide for a seven year notice of termination of service due to the longer lead time involved in the construction of new facilities.
3. Also in 1975, New England Power Company added another type service to its tariff entitled Contract Demand Service. This service provided the terms and conditions under which wholesale customers could become self-standing members in NEPOOL and continue to purchase a portion of their firm power requirement from NEP through October of 1981.

f. List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

The Town of Wakefield, Massachusetts, is the only new wholesale customer of New England Power Company added since our last submission. Twenty customers have transferred from either all-requirements or partial requirements service first to Composite NEPOOL Participation and then to Contract Demand Service. There have been no changes to New England Power Company's service territory and no acquisitions or mergers.

g. List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

New England Power Company has a Joint Ownership interest in the following nuclear units committed for operation after the Seabrook nuclear facility.

<u>Unit</u>	<u>Size (MW)</u>	<u>NEP Share</u>	
		<u>%</u>	<u>MW</u>
Millstone Point No. 3	1150	12.205	140.36
Pilgrim No. 2	1150	11.16	128.34

h. Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

New England Power Company has from time to time made general offerings of capacity to all NEPOOL Participants on a fair and nondiscriminatory basis. In addition, New England Power Company has entered into unit contract sales with NEPOOL Participants and nonparticipants based on their oral or written expressions of interest in specific types of capacity which it was willing to negotiate and sell to the benefit of our customers.

INFORMATION FOR ANTITRUST REVIEW OF OPERATING
LICENSE APPLICATION FOR SEABROOK STATION

SUBMITTED BY: TOWN OF HUDSON LIGHT & POWER DEPARTMENT

a. Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

No anticipated excess or shortage in generating capacity resources not expected at the construction permit stage.

b. New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

None

c. Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

No changes in transmission with respect to (1) the nuclear plant (2) interconnections, or (3) connections to wholesale customers related to this Department.

d. Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

Since the filing of the original License Application for the Construction Permits for the Units (filed March 30, 1973) and the original execution of the Joint Ownership Agreement, there have been several transactions affecting the ownership allocation of the Units. As of the date of preparation of this material (May, 1981), the fifteen participants and their Actual Ownership Shares are as follows:

<u>Participant</u>	<u>Ownership Share</u>
Public Service Company of New Hampshire	50.000008
The United Illuminating Company	17.50000
New England Power Company	9.95766
Central Maine Power Company	5.04178
Central Vermont Public Service Corporation	1.59096
Fitchburg Gas and Electric Light Company	0.60432
Montaup Electric Company	1.89989

Commonwealth Electric Company (formerly New Bedford Gas and Edison Light Company)	1.34927 .
The Connecticut Light and Power Company	4.05985
Town of Hudson, Massachusetts Light and Power Department	0.05780
Vermont Electric Cooperative, Inc.	0.41259
Bangor Hydro-Electric Company	0.37249
Taunton Municipal Lighting Plant Commission	0.10034
Massachusetts Municipal Wholesale Electric Company	5.59249
Maine Public Service Company	1.46056
	<u>100.00000%</u>

There are certain other proposed transfers which, as of the date of preparation of this material, are either awaiting final regulatory approval or are in the process of being implemented. There is a pending transfer by Commonwealth Electric Company of its entire interest to its affiliate, Canal Electric Company, which transfer has been approved by the Massachusetts Department of Public Utilities (Mass D.P.U.) and the New Hampshire Public Utilities Commission (NHPUC) but awaits final Commission approval. There are also the proposed transfers by Public Service Company of New Hampshire of an aggregate of 14.76503% Ownership Shares to other participants as follows:

<u>Participant</u>	<u>Additional Ownership Share</u>
Massachusetts Municipal Wholesale Electric Company	6.00091%
Commonwealth Electric Company	2.17390
Bangor Hydro-Electric Company	1.80142
Montaup Electric Company	1.00000
Central Maine Power Company	1.00000
Taunton Municipal Lighting Plant Commission	0.33445
Town of Hudson, Massachusetts Light and Power Department	0.01957

New Hampshire Electric Cooperative, Inc.
Fitchburg Gas and Electric Light Company

2.17391
0.26087
14.76503%

These transfers have been approved by the Commission and have received the requisite approvals of the Mass DPU and NHPUC. Except for MMWEC, Taunton and the NH Coop (which are still awaiting financing or other approvals), the Adjustment Period as to each such adjustment commenced on January 31, 1981. It is anticipated that all the above transfers will be completed prior to the issuance of the Operating License.

Therefore, the Operating License for the Units would reflect participations as follows:

<u>Participant</u>	<u>Ownership Share</u>
Public Service Company of New Hampshire	35.23497%
The United Illuminating Company	17.50000
Central Maine Power Company	6.04178
Fitchburg Gas and Electric Light Company	0.86519
Montaup Electric Company	2.89989
New England Power Company	9.95766
Central Vermont Public Service Corporation	1.59096
Canal Electric Company	3.52317
The Connecticut Light and Power Company	4.05985
New Hampshire Electric Cooperative, Inc.	2.17391
Town of Hudson, Massachusetts Light and Power Department	0.07737
Vermont Electric Cooperative, Inc.	0.41259
Massachusetts Municipal Wholesale Electric Company	11.59340
Maine Public Service Company	1.46056
Bangor Hydro-Electric Company	2.17391
Taunton Municipal Lighting Plant Commission	0.43479
	<hr/> 100.00000%

e. Changes in design, provisions, or conditions of rate schedules and reasons for such changes. No increases or decreases are not necessary.

None

f. List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) change in licensee's service area, and (4) licensee's acquisitions or mergers.

None

g. List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

YEAR	UNIT	MW SHARE
1986	Milstone #3	1.214 MW
1989	Pilgrim #2	7.224 MW
1989	Sears Island	6.0 MW

Each of these units are acquired through MMWEC power supply contracts, or direct purchase.

h. Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

None

Information for Antitrust Review of Operating License Application
for Seabrook Station

Submitted by: Bangor Hydro-Electric Company

a. Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

Response:

Bangor Hydro is expecting to enter into a nine-year purchased power contract with the New Brunswick Electric Power Commission for the purchase of capacity and energy from New Brunswick's Pt. LePreau nuclear unit. The contract will commence when the unit, now 95% complete, becomes operational (early 1982).

With the Pt. LePreau purchase, Bangor Hydro expects to have excess capacity of 65 MW in 1981-82, 70 MW in 1982-83, and 60 MW in 1983-84. Despite its excess position, Bangor Hydro is entering into the Pt. LePreau purchase in order to displace oil-fired generation.

In power year 1984-85, the currently anticipated first year of operation of Seabrook 1, Bangor Hydro anticipates excess capacity of 51 MW. In power year 1986-87, when Seabrook 2 comes on line, Bangor Hydro anticipates excess capacity of 39 MW. Again, the excess capacity is oil-fired generation which the Company is attempting to displace. Much of this capacity is from a purchased power contract with Boston Edison Company which increases to as high as 95 MW in 1983. This contract terminates in 1984.

The reason for the Company's current excess capacity position is a reduction in the rate of growth anticipated at the time the commitments were made.

b. New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

Response:

None.

c. Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

Response:

None

d. Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

Response:

See pages 1-4 of General Information as to Applicants in FSAR which describes the ownership modifications which have occurred or are being implemented.

e. Changes in design, provisions, or conditions of rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

Response:

In December 1980 Bangor Hydro filed with the Federal Energy Regulatory Commission for an increase in its federal jurisdictional rates. A negotiated settlement is currently pending approval of the Commission. The new rates will include a change in the demand ratchet from one which is based upon prior billing demand to one which is based upon prior actual demand. This change was sought by the intervenor wholesale customers and agreed to by Bangor Hydro.

Also included in the new FERC rates is a late payment charge based upon Bangor Hydro's short-term interest costs. This charge was instituted to compensate Bangor Hydro for carrying overdue balances.

In February 1980 Bangor Hydro filed with the Maine Public Utilities Commission for an increase in its retail rates. Included in that filing was a comprehensive updating of the Terms and Conditions section of the Company's tariffs, including a retail late payment charge. The Maine Commission commenced a rate design investigation to address several issues in a comprehensive manner, and the new Terms and Conditions proposed by the Company were included in that investigation. The proceeding is still pending, and no new Terms and Conditions have been implemented.

f. List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

Response:

None.

g. List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

Response:

Bangor Hydro has no generating capacity commitments scheduled for commercial operation after the nuclear facility. Bangor Hydro expects to develop some additional hydro generation along the Penobscot River, but no specific projects have yet been decided upon.

h. Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

Response:

Bangor Hydro periodically receives inquiries from other New England utilities concerning possible participation in jointly-owned generating facilities. More recent inquiries include participation in Northeast Utilities' Millstone III, Boston Edison Company's Pilgrim II, New England Gas and Electric Association's Canal 3, and Central Maine Power Company's Sears Island coal unit. Bangor Hydro has no present plans to participate in any of the above units, but the Company monitors the progress of each and may seek to participate in the future.

Bangor Hydro has been contacted by several developers of potential qualifying small power production facilities under the Public Utilities Regulatory Policies Act of 1978 (PURPA). For any such facilities that are constructed, the Company expects to negotiate rates for the purchase of energy from the facility. In the event such negotiations are unsuccessful, the Maine Public Utilities Commission has recently promulgated rules governing the establishment of such rates.

Information for Antitrust Review of Operating License Application
for Seabrook Station

Submitted by: Fitchburg Gas and Electric Light Company

a. Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

FG&ELCO Loads and Capacity 1983-1986 Winter Peak are as follows:

Year	Peak Load	Capacity
	MW	MW
1983	74.6	93.4
1984	75.7	102.3
1985	76.4	99.2
1986	77.1	71.5

The loss of capacity in the winter 1986 results from the termination of a system contract with the Boston Edison Company. Under study to meet the deficiencies after 1986 are: (1) Extend the Boston Edison Contract, (2) reactivate a 23 MW steam unit currently in deactivated reserve, (3) make our combustion turbine a combined cycle unit, (4) consider the cogeneration plant currently under study and mentioned under (h), (5) combinations of above and also including any economical, low head hydro which may be negotiated and/or other alternate energy sources which may develop. As a participant in NEPOOL, FG&ELCO has access to other short or long-term contracts for the purchase or sale of capacity and energy from the other participants which will rectify any excesses or deficiencies in generating capacity which may occur from time to time.

b. New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

None.

c. Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

No changes to the FG&ELCO transmission system or interconnections with other systems are required.

d. Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

See pages 1-4 of General Information as to Applicants in FSAR which describes the ownership modifications which have occurred or are being implemented.

e. Charges in design, provisions, or conditions of rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

There have been no changes in design provisions or conditions of rate schedules.

f. List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

- 1) None
- 2) See attached Rate Schedules
 - a) Elderly
 - b) Optional Time-of-Use, Residential and Commercial
- 3) None
- 4) None

g. List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

FG&ELCO has the following joint ownership commitments after Seabrook Units 1 and 2:

Boston Edison Pilgrim Unit 2 - 0.19%, 2.19 MW
Northeast Utilities Millstone Unit 3 - 0.217%, 2.50 MW

h. Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

FG&ELCO has acquired additional joint ownership interest in Seabrook Units 1 & 2, 0.43332% interest from Connecticut Light and Power and 0.26087% from Public Service Company of New Hampshire, making a total ownership of 0.87519% as outlined in the information as to applicants.

Several other offers for transfer of ownership shares in Seabrook Units 1 & 2, Millstone Unit 3 and Pilgrim Unit 2 by various entities have been rejected by FG&ELCO.

FG&ELCO has had discussions with various developers of low head hydro generation facilities but to date have not negotiated a contract with any.

A preliminary feasibility study of a joint cogeneration plant with two local paper companies and with the participation of the Massachusetts Executive Office of Energy Resources is currently being made.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

COMMERCIAL SERVICE

OPTIONAL TIME-OF-USE RATE C

AVAILABILITY

Service is available under this rate at single locations to Commercial customers, subject to the availability of time-of-use meters, when electricity is used for their exclusive use and not for resale.

CHARACTER OF SERVICE

Continuous, 60 Hertz, Alternating Current, single or three phase service at various voltages, both to be designated by the Company.

RATE - MONTHLY

Customer Charge - \$22.50 per month

Demand Charge

Peak Months*

On peak hours \$7.95 per KW

Off peak hours \$2.04 per KW

Off Peak Months*

On peak hours \$6.73 per KW

Off peak hours \$2.04 per KW

Energy Charge - .24¢ per KWH during all hours

Meter Charge (Time-of-Use Meter)

(a) Single phase service \$4.50 per month

(b) Poly phase service \$5.25 per month

* Peak Months (December, January, February, June, July, August
September)

Off Peak Months (March, April, May, October, November)

PEAK AND OFF PEAK HOURS

For billing purposes, the on peak hours are 9:00 a.m. to 9:00 p.m. each week day eastern standard time. Off peak hours are 9:00 p.m. to 9:00 a.m. each week day and all hours on Saturday and Sunday eastern standard time.

Issued: January 17, 1979

Effective: February 1, 1979

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

COMMERCIAL SERVICE

OPTIONAL TIME-OF-USE RATE C

DETERMINATION OF BILLING DEMAND

The demand for billing purposes during both the on peak and off peak hours shall be the maximum 15 minute intergrated KW demand determined during the month. However, the billing demand during on peak hours shall not be less than 80% of the maximum KW demand established during any of the immediately preceding eleven months during the on peak hours.

MINIMUM CHARGE

The minimum charge each month shall be the sum of the customer charge and the meter charge.

COST OF FUEL ADJUSTMENT

The provisions of the Company's Cost of Fuel Adjustment, Schedule F, apply to electricity sold under this rate.

PAYMENT

Bills are net and due upon presentation.

TERM OF CONTRACT

The term of contract under this schedule shall be for an initial period of at least one year, and shall continue in effect thereafter until cancelled by either party upon at least 30 days' written notice.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this schedule.

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

RESIDENTIAL SERVICE

OPTIONAL TIME-OF-USE RATE R

AVAILABILITY

Service under this rate is available, on an optional basis, for all domestic purposes in individual private dwellings subject to the availability of time-or-use meters.

CHARACTER OF SERVICE

120/240 volts, three wire, single phase service.

RATE - MONTHLY

Customer Charge - \$7.50 per month

Energy Charge

Peak Months*

On peak hours 7.07¢ per KWH

Off peak hours 1.25¢ per KWH

Off Peak Months*

On peak hours 5.81¢ per KWH

Off peak hours 1.25¢ per KWH

Meter Charge (Time-of-Use Meter) - \$3.15 per month

* Peak Months (December, January, February, June, July, August
September)

Off Peak Months (March, April, May, October, November)

PEAK AND OFF PEAK HOURS

For billing purposes, the on peak hours are 9:00 a.m. to 9:00 p.m. each week day eastern standard time. Off peak hours are 9:00 p.m. to 9:00 a.m. each week day and all hours on Saturday and Sunday eastern standard time.

MINIMUM CHARGE

The minimum charge shall be \$10.65 per month. However, if in any month, no use of electricity is recorded, no bill will be rendered.

COST OF FUEL ADJUSTMENT

The provisions of the Company's Cost of Fuel Adjustment, Schedule F, apply to electricity sold under this rate.

Issued: January 17, 1979

Effective: February 1, 1979

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

RESIDENTIAL SERVICE

OPTIONAL TIME-OF-USE RATE R

PAYMENT

Bills are net and due upon presentation.

TERM OF CONTRACT

The term of contract under this schedule shall be for an initial period of at least one year, and shall continue in effect thereafter until cancelled by either party upon at least 30 days' written notice.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this schedule.

Issued: January 17, 1979

Effective: February 1, 1979

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

SENIOR CITIZEN RESIDENTIAL SERVICE

SCHEDULE A-SC

AVAILABILITY

Service is available under this rate for all domestic purposes at individual private dwellings and in individual apartments and includes the operation of single phase motors not exceeding 5 horsepower in any one motor and having such characteristics and so operated as not to impair service to other customers. To qualify for this rate, the customer must be at least 65 years of age, must be living in a home or apartment owned or rented in the name of the applicant, and must meet income guidelines set forth by the Massachusetts Emergency Crisis Assistance Program in its fuel assistance plan. The local Council on Aging office will handle verification that a customer meets all the necessary criteria.

This schedule is not available for an alternate or seasonal home and is not available for service furnished for commercial or business purposes.

CHARACTER OF SERVICE

120/40 volts, three wire, single phase service will normally be supplied. In some areas service may be 120/208 volts, single phase, three wire.

RATE - MONTHLY

First	15 KWH or less		\$3.44
Next	35 "	@	2.60¢ per KWH
Next	50 "	@	2.36¢ " "
Next	100 "	@	2.02¢ " "
Next	200 "	@	1.73¢ " "
Next	350 "	@	4.34¢ " "
Excess	750 "	@	3.17¢ " "

Water Heating and/or Space Heating

If a domestic customer has permanently installed and in regular operation throughout the entire year (1) a Company approved electric water heater which is used for his entire water heating requirements and/or (2) Company approved electric space heating equipment of at least 2 kilowatts capacity which is the sole source of heat in the area being heated electrically, then upon application by the Customer all electricity in excess of the first 400 KWH per month will be billed as follows:

Next	1,100 KWH	@	3.17¢ per KWH
Over	1,500 "	@	2.33¢ " "

Issued: July 31, 1980

Effective: August 7, 1980

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

SENIOR CITIZEN RESIDENTIAL SERVICE

SCHEDULE A-SC

RATE - MONTHLY (continued)

An approved water heater, as specified in the Company's applicable water heating requirement standards, must have its heating units so connected and interlocked that they cannot operate simultaneously. The Company reserves the right to limit the operating hours of the heating element(s).

MINIMUM CHARGE

If electricity is billed as set forth under RATE, the minimum charge shall be \$3.44 per month. However, if in any month, no use of electricity is recorded, no bill will be rendered for that month if the payments during the preceding twelve months equal or exceed \$9.00.

COST OF FUEL ADJUSTMENT

The provisions of the Company's Cost of Fuel Adjustment, Schedule F, apply to electricity sold under this rate.

PAYMENT

Bills are net and due upon presentation.

RULES AND REGULATIONS

The Company's Rules and Regulations in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this schedule.

I ORGANIZATION AND CONTROL

(a) Name of Applicant

Fitchburg Gas and Electric Light Company (FG&ELCO)

(b) Address of Applicant

120 Royall Street
Canton, Massachusetts 02021

(c) Description of Business of Applicant

FG&ELCO, incorporated in 1852, is an operating public utility providing electric and gas service to the communities of Fitchburg, Lunenburg, Townsend and Ashby and gas service to the communities of Gardner and Westminster. The service area encompasses approximately 170 square miles in north central Massachusetts.

(d) Corporate Organization

FG&ELCO is a corporation organized under the laws of Massachusetts. As of December 31, 1980, FG&ELCO had 2,424 domestic shareholders owning 558,477 common shares and 0 foreign shareholders owning 0 common shares.

(e) Corporate Officers and Directors

The names of FG&ELCO's directors and principal officers are as follows:

	<u>Name</u>
Officers:	Charles H. Tenney, II
	Howard W. Evers, Jr.
	Frank L. Childs
	David K. Foote
	Edward D. McKenzie
	Angela P. Carlson
	William D. MacGillivray

Directors:	Phillip H. Bradley
	Richard L. Brickley
	Howard W. Evers, Jr.
	John Grado, Jr.
	Thomas W. Sherman
	Robert V. Shupe
	Charles H. Tenney II
	Robert L. Ware

All of the directors and principal officers of FG&ELCO are citizens of the United States of America. FG&ELCO is not owned, controlled or dominated by an alien, foreign corporation or foreign government.

II FINANCIAL QUALIFICATIONS

Under the Joint Ownership Agreement, FG&ELCO is responsible for its Ownership Share of the operation and maintenance cost of the Units which, when the pending transactions described herein have been consummated prior to commercial operation, will be .86519% of those costs, and a similar percentage of the ultimate cost of decommissioning the Units.

Based upon the estimates set forth above under Part IV of the General Information, FG&ELCO's share of these costs should amount approximately to \$1,300,000 and \$1,300,000 for the first five years of operations of Units 1 and 2, respectively; and approximately \$360,000 to \$740,000 for the decommissioning of the two Units. In addition, FG&ELCO's share of fuel expenses during the period would be \$4,400,000.

As evidence of its financial qualifications to meet those costs, FG&ELCO submits herewith:

- (i) 1980 Annual Report to Stockholders (Exhibit D-1)
- (ii) 1980 Annual Report on Form 10-K (Exhibit D-2)
- (iii) 1981 Quarterly Report on Form 10-Q (Exhibit D-3)
- (iv) Prospectus, Dated June 16, 1981, relating to 125,000 shares of its Common Stock, \$10 Par Value.

III REGULATORY AGENCIES AND PUBLICATIONS

(a) Regulatory Agencies

The following regulatory agencies have jurisdiction over the rates and services of FG&ELCO.

Department of Public Utilities
100 Cambridge Street
Boston, Massachusetts 02202

Federal Energy Regulatory Commission
Washington, D.C. 20426

(b) Publications

The following trade and news publications are used by FG&ELCO for official notifications, and/or are otherwise appropriate for notices regarding this unit:

Fitchburg-Leominster Sentinel and Enterprise
808 Main Street
Fitchburg, Massachusetts 01420

Worcester Telegram & Gazette
580 Main Street
Fitchburg, Massachusetts 01420

Montachusett Review
214 Lunenburg Street
Fitchburg, Massachusetts 01420

Townsend Times-Free Press
4 Railroad Square
East Pepperell, Massachusetts 01437

Gardner News
309 Central Street
Gardner, Massachusetts 01440

Boston Globe
Boston, Massachusetts

Information for Antitrust Review of Operating License
Application for Seabrook Station

Submitted by: Massachusetts Municipal Wholesale Electric Company (MMWEC)

- a. Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

Shortages in generating capacity anticipated at the time of construction permit review have been partially alleviated by actual and expected reductions in the rate of growth of peak demand. MMWEC's power supply requirements are reviewed on a continuing basis and modifications are made through adjustment of ownership in generating units planned or under construction and through contracts for purchase or sale of capacity and energy in generating units available for operation.

- b. New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

None.

- c. Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

None.

- d. Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

See pages 1-4 of General Information as to Applicants in FSAR which describes the ownership modifications which have occurred or are being implemented.

- e. Changes in design, provisions, or conditions of rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

Not applicable to MMWEC.

- f. List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

Since its creation in 1976, MMWEC's membership has increased to a total of 32 Massachusetts municipal electric systems. A Rhode Island municipal electric system is also participating in MMWEC on a contract basis.

- g. List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

Millstone Unit No. 3	4.799% Ownership (55.2 MW)
Pilgrim No. 2	13.240% Ownership (152.3 MW)
Sears Island Coal Unit No. 1	13.896% Ownership (78.9 MW)

- h. Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

Any Massachusetts city or town having a municipal electric system may become a member of MMWEC by accepting the required enabling legislation and making application for membership to the MMWEC Board of Directors. All applications for membership have been promptly accepted by the MMWEC Board. In addition, the Board of Directors has authorized the execution of a Service Agreement with Pascoag Fire District, Rhode Island.

Information for Antitrust Review of Operating License Application
for Seabrook Station

Submitted by: The Connecticut Light and Power Company*

Question A

Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

Response

The Connecticut Light and Power Company's ("CL&P") generating capacity resources are shared with and allocated among all of the Northeast Utilities system (the "System") companies pursuant to a FERC-accepted generation and transmission agreement ("G&T Agreement"). Currently the System has approximately 6000 MW of generation capacity of which nearly half is oil-fired. Nuclear, hydroelectric, and pumped storage capacity comprises the remainder. With peak loads occurring somewhat above the 4100 MW level, system reserves are currently 45% and are expected to be in the 35%-48% range over the next ten years.

Since 1973, when CL&P last filed information for the Seabrook Units at the construction permit stage, the Arab oil embargo and other cost-increasing factors have caused a dramatic reduction in load growth from what had been forecasted in 1973.

It must be considered, however, that most of the System's excess capacity is oil-fired, and continued reliance on such capacity may not be in the best interest of ratepayers because of its high cost and the danger of interruption to fuel supplies. The excess capacity is presently allocated to CL&P and the other System companies pursuant to the G&T Agreement, and selected retirements of units have been made when economic. Since 1971 the System companies have made sales of capacity to utilities in New England and New York state.

Question B

New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

Response

None

*Answers supplied to question B and D by Public Service Supply Company of New Hampshire, the Lead Participant in the Seabrook Station.

Question C

Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

Response

CL&P, together with the other System companies, is continually engaged in a program of improving and upgrading its transmission system to better meet loads, the delivery of energy, and to meet regional and corporate reliability criteria. This program does not specifically affect the Seabrook Units, and, subsequent to CL&P's 1973 Antitrust submission, this program has not resulted in significant changes in interconnection policy or policy with respect to commitments with wholesale customers.

Question D

Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

Response

See pages 1-4 of General Information as to Applicants in FSAR which describes the ownership modifications which have occurred or are being implemented.

Question E

Changes in design, provisions, or conditions of rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

Response

CL&P filed in 1972 a new rate form which provided it's wholesale customers with several options as to the basis on which they could take service in the future. In 1974, CL&P filed a revised wholesale rate form which included various optional arrangements for total or partial requirements. Again in 1975 and in 1978 revised rates were filed. The 1975 rate designated R-3 has been approved for revenue requirements and CL&P is awaiting approval of the compliance filing. The 1978 rate filing, designating the rate as R-4, became effective subject to refund on February 1, 1979. CL&P negotiated a revenue-level settlement with respect to all issues other than rate design and price squeeze. The revenue-level settlement was approved by the FERC on May 5, 1980, retroactive to February, 1979, as an interim measure pending resolution of contested issues, and continued in effect until February 19, 1981.

A hearing on rate design was held in 1980, and the Commission's Order was issued in 1981. CL&P's rate design filing to comply with that Order is pending Commission acceptance. Wallingford and Norwalk 2nd and 3rd Taxing Districts have indicated their intention to appeal the Commission Order. Further proceedings on price squeeze are not expected to take place until any appeal from the Commission's rate design Order has been resolved.

Throughout the period from 1973 to present, wholesale rates have been designed to accomplish two objectives:

- (1) rates were designed to recover the cost of service to wholesale customers; and
- (2) rate structure was developed to permit wholesale customers to reasonably assess the economics of numerous alternative supply arrangements which were available in the region including self generation, purchase of entitlements in generating units pursuant to unit contracts, pool membership, peak shaving, etc.

Retail rates have similarly been designed to recover costs and to provide appropriate price signals.

Question F

List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

Response

- (1) Effective October 1, 1980, The Connecticut Municipal Electric Energy Cooperative (CMEEC) began taking service on the R-4 rate and Groton, Jewett City and Norwich, all CMEEC participants, terminated service from CL&P.
- (2) No existing wholesale customers were transferred from one rate schedule to another. However, the schedule for wholesale customers has evolved to the present R-4 rate schedule. Copies of CL&P's R-2, R-3 and R-4 rate schedules, the interim R-4 revenue-level settlement rate and the rates filed in compliance with the Commission's R-4 order on rate design, presently pending acceptance by the Commission are attached as Exhibit 1. The pending filing provides two rates, one for total requirements service and one for partial requirements service. However, all of the customers have elected to take partial requirements service.
- (3) There has been no change in the CL&P service area.
- (4) There has been no acquisition or merger by CL&P.

Question G

List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

Response

CL&P currently has only one committed generating capacity addition on or after the scheduled in-service date of Seabrook Unit No. 2:

<u>UNIT</u>	<u>UNIT SIZE</u>	<u>CL&P OWNERSHIP</u>	<u>TYPE</u>
Millstone Unit No. 3	1150 MW	396.2 MW	Nuclear

Question H

Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

Response

In response to this question, CL&P has focused primarily on developments occurring after the 1973 construction permit application responses for the Seabrook Units were filed. CL&P, The Hartford Electric Light Company ("HELCO"), Holyoke Water Power Company ("HWP"), Holyoke Power and Electric Company ("HP&E") and Western Massachusetts Electric Company ("WMECO"), individually or in cooperation with each other, have become participants in, or continued, a great variety of arrangements with adjoining systems and with other bulk power suppliers in New England and New York state. These have included capacity and transmission arrangements with The United Illuminating Company ("UI") in Connecticut, arrangements between WMECO and New England Electric System ("NEES") subsidiaries for the supply of NEES service areas in western Massachusetts, arrangements covering new transmission interconnections, the Connecticut Valley Electric Exchange ("CONVEX") and the New England Power Pool ("NEPOOL") arrangements, arrangements covering sales, purchases and exchanges of capacity, the arrangements covering the proposed jointly owned Millstone Unit No. 3, and new arrangements for service to CMEEC.

Within Connecticut, CL&P has continued to supply transmission service to various UI service areas which are adjacent to CL&P's service area.

In addition to various transmission interconnections with UI, HELCO and WMECO, CL&P also has transmission interconnections with Consolidated Edison Company of New York, Inc. at the Connecticut-New York state line, with Long Island Lighting Company by a cable under Long Island Sound, with Eastern Utilities Associates, Boston Edison Company, and NEES at various locations along the Connecticut-Rhode Island state line.

In response to requests for assistance in supporting transmission investments, CL&P, together with the other System companies, has committed itself to assist the Vermont companies in supporting facilities for the Lake Champlain cable, and to assist the Maine companies in supporting the interconnection to New Brunswick.

CL&P, HELCO, UI and WMECO, were responsible for the establishment of CONVEX dispatching agency which was one of the earliest efforts in this country directed towards a "one company approach" to generation dispatch. HWP, Holyoke Gas and Electric Department ("HG&E") Westfield Gas and Electric Department, Chicopee Electric Light Department and CMEEC subsequently have become participants in CONVEX. CONVEX is now a satellite dispatching agency for The New England Power Exchange, the operating branch of NEPOOL.

The System companies have participated from the beginning in the negotiations which led to the NEPOOL Agreement, which were successfully concluded in 1971 and have further participated in all of the functional aspects of NEPOOL.

System companies have had capacity for sale since Millstone No. 1 was brought into service at the end of 1970. It is expected that such capacity will continue to be available during the 1980's. It has been the System companies' policy to offer this capacity, through written offerings or announcements, to all New England systems and, to the extent of any unsubscribed offerings, to New York systems which are members of the New York Power Pool.

The System companies have received numerous expressions of interest covering their available capacity and presently have fulfilled all requests for capacity offered. Presently CL&P together with HELCO and WMECO have offered for sale 100 MW or more (in aggregate) of their ownership in Millstone Unit No. 3. Responses to this offer are expected on, or prior to, July 6, 1981.

The system companies have for many years operated pursuant to a policy in which they have been willing to transmit for other electric utilities over their "PTF" system (as defined in the NEPOOL Agreement) under standard transmission contracts which provide for a uniform cost derived rate. Service under this policy has been made available to all electric systems requesting such service.

In response to requests from Public Service Company of New Hampshire and Boston Edison Company, some of the System companies agreed to become joint owners in Seabrook Unit Nos. 1 and 2, and in Pilgrim Unit No. 2. CL&P and WMECO participated in Pilgrim Unit No. 2 and CL&P participated in Seabrook Unit Nos. 1 and 2. CL&P and WMECO sold their entire 13.24% joint ownership share in Pilgrim Unit No. 2 in 1976 and 1977 to various municipal systems within New England. CL&P has also reduced its joint ownership interest in Seabrook Unit Nos. 1 and 2 from an initial 11.9776% to 4.05985% during the period from May 1, 1973 to January 30, 1981, through offerings to other utilities within New England.

CL&P supplies firm power service for resale, on a partial requirements basis, to one private and several municipal electric systems which are located within, or adjacent to, the franchised areas supplied by CL&P. These service arrangements are summarized below:

<u>ELECTRIC SYSTEM</u>	<u>LOCATION</u>	PRIVATE (P) OR <u>MUNICIPAL (M)</u>
Bozrah Light & Power Company	Conn.	P
Norwalk (2nd Taxing District)	Conn.	M
Norwalk (3rd Taxing District)	Conn.	M
Wallingford	Conn.	M
*CMEEC	Conn.	M

In 1973, the six municipal electric systems located in Connecticut brought suit against CL&P, HELCO, Northeast Utilities Service Company and NU alleging violations of the Sherman Anti-Trust Act. The case was heard in U.S. District Court in Hartford, Connecticut. In the spring of 1980, the case was decided in favor of the defendant companies and is presently being appealed by three of the municipal systems. Prior to the commencement of this trial the three municipal electric systems now represented by CMEEC reached an out-of-court settlement with CL&P and HELCO. As a part of this settlement arrangement, the System companies agreed to negotiate with CMEEC and to enter into alternate power supply arrangements such that CMEEC could become the sole power supply agency for these three municipal systems.

At this point in time these negotiations are well along towards completion. The System companies entered into a long-term Transmission Service Agreement with CMEEC on September 25, 1980. On this same date the System companies and CMEEC implemented a Memorandum of Understanding which set forth the framework pursuant to which a series of life-of-unit contract entitlements in various generating resources of CL&P and HELCO would be made available to CMEEC and which provides that effective October 1, 1980, CMEEC would become a firm power customer of CL&P and would assume responsibilities for providing service to its participants, Groton, Jewett City and Norwich, during the period in which the unit contract arrangements were being negotiated. Upon completion of these, it is expected that CMEEC will have entitlements in nuclear, fossil steam, pumped storage, gas turbine and hydroelectric generating units owned by CL&P and HELCO, totaling approximately 159,000 kilowatts. When these negotiations are complete and the life-of-unit contract documents are executed, CMEEC will cease being a CL&P firm power customer and CL&P's obligation to supply power to these systems will end except as required by the new contracts.

Information for Antitrust Review of Operating License Application
for Seabrook Station

Submitted by: The United Illuminating Company

(a) Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

The United Illuminating Company (UI) currently anticipates, based on experienced and expected reduced rates of load growth as a result of (a) higher energy prices, (b) reduced levels of economic activity and (c) customers' conservation efforts, that it will have a surplus of generating capability when the Station commences operation, which was not expected at the construction permit stage. In view of the fact that UI is more than 90% dependent on the burning of fuel oil to provide electric energy for its customers' requirements, the lower cost electric energy to be provided by the nuclear-fueled Seabrook Station is expected to be substituted for that which would otherwise be provided by existing oil-fired generating capacity will be available for sale to the New England Power Pool, its participants, or others who may require such capacity.

(b) New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

None.

(c) Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

(1) UI has made no change, with respect to Seabrook Station, in the transmission facilities which UI owns and operates.

(2) In 1975, a 345 kv transmission line was placed in service connecting UI's New Haven Harbor Generating Station, at New Haven, Connecticut, to the 345 kv transmission system of The Connecticut Light and Power Company in North Branford, Connecticut.

(3) None. UI has no wholesale customers.

(d) Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

See page 1-4 of General Information as to Applicants in FSAR which describes the ownership modifications which have occurred or are being implemented.

(e) Changes in design, provisions, or conditions of rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

Effective December 26, 1974, UI canceled a rate schedule which afforded UI's employees a small monthly discount and two rate schedules which afforded lower rates to electric space-heating customers (one of which, a general service rate schedule, had been unavailable to new customers since 1966). At this same time, UI's rate schedules for non-residential customers were modified by the addition of a late-payment charge.

Effective June 27, 1976, UI's rate schedule for mercury-vapor municipal street lighting was modified by the addition of a minimum term of service provision.

Effective July 1, 1976, UI canceled three rate schedules (which had been unavailable to new customers since 1969) affording multiple-unit master-metered residential customers lower rates.

Effective June 1, 1977, UI's fossil fuel cost adjustment clause was modified in accordance with a unified statewide clause prescribed by the Connecticut public utility regulatory agency. Effective October 1, 1978, this

clause was further modified by statutory prescription to prohibit the inclusion therein of any provision for the recovery of Connecticut's gross earnings tax on the amount of fuel cost adjustment clause revenues.

Effective August 12, 1978, UI instituted two new optional "time-of-day" rate schedules, which afford customers a price incentive to use electricity during off-peak hours.

Effective January 10, 1979, UI's municipal street lighting rate schedule was modified to include a rate for sodium-vapor lighting.

Effective December 17, 1980, UI instituted a new municipal street lighting rate schedule which affords municipalities an alternative rate when they install, own and maintain their street lighting fixtures and accessories.

Effective December 17, 1980, UI modified its rate schedule which affords a lower rate for electric space heating and off-peak use of electricity for water heating to permit supplemental water heating by any renewable energy source.

(f) List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules

not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

(1) None. UI has no wholesale customers.

(2) None. UI has no wholesale customers.

(3) There have been no changes to UI's service area.

(4) There have been no acquisitions or mergers of, by, into or with UI.

(g) List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

UI is a joint owner, to the extent indicated, in the following generating units scheduled for service subsequent to the expected in-service date of the Seabrook Station:

(1) Millstone Unit No. 3, Waterford, Connecticut 3.685% of one 1150 megawatt unit (approx. 42 megawatts).

(2) Pilgrim Unit No. 2, Plymouth, Massachusetts 3.3% of one 1150 megawatt unit (approx. 38 megawatts).

(h) Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

None.

Information for Antitrust Review of Operating License Application
for Seabrook Station

Submitted by: Central Vermont Public Service Corporation
77 Grove Street
Rutland, Vermont 05701
802-773-2711

- A) Q. Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

A. In the first year of service of Seabrook #1, Central Vermont Public Service Corporation (CVPS) now anticipates a small excess of generating capacity in the amount of approximately 13,000 KW. This excess is of very short duration as the following year (1985) we have two purchase power contracts terminating, purchase of Gas Turbine capacity from Northeast Utilities (30,000 KW) and purchase of St. Lawrence and Niagara Falls project power from the State of Vermont (66,000 KW). During the first year of service for Seabrook #2, CVPS now anticipates a deficiency of approximately 11,000 KW. These deficiencies were anticipated at the construction permit stage, however, the deficiencies were of much greater magnitude. Lower load forecasts have reduced our deficient position.

It is presently contemplated that the deficiencies will be made up by purchases of power from other participants of the New England Power Pool, purchases from Canada (Ontario Hydro or Hydro Quebec) and the additions of three or four small hydro installations in CVPS's franchise area.

- B) Q. New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

A. None.

- C) Q. Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

A. As a result of our participation in the Seabrook units, CVPS has not experienced nor do we expect any changes in transmission facilities. No new transmission or changes to transmission facilities are planned with respect to interconnections.

- C) A. The New England Power Pool is presently studying a possible high voltage D.C. tie with Hydro Quebec via a line possibly coming through Vermont.

As to connection to wholesale customers, there has been a few minor changes with substations being added to our 46 KV and 34.5 KV sub transmission system to provide additional interconnection points for wholesale customers as follows:

<u>Customer</u>	<u>Location</u>	<u>Date</u>
1) Vt. Electric Co-op.	Pleasant Valley	10/78
2) Vt. Electric Co-op.	Westford	1974
3) Ludlow Electric	Smithville	9/75

- D) Q. Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

- A. See pages 1-4 of General Information as to applicants in FSAR which describes the ownership modifications which have occurred or are being implemented.

During the construction permit stage it was contemplated that the Vermont Electric Power Co. (VELCO) would be the Vermont participant in the Seabrook units and they in turn would have underlying contracts with the Vermont distribution companies for the purchase of Seabrook power. Since that time it has been decided that VELCO will not be a participant and the entitlement which it held has been transferred to other Vermont utilities. CVPS presently holds a 1.59096% entitlement in the Seabrook project which is CVPS's pro-rata share of the original entitlement allocated to VELCO.

E) Q. Changes in design since July 1978, provisions, or conditions of rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

A. The Company first introduced in 1974 a winter-summer rate differential. The price of electricity during the winter months reflects the higher cost of service during the peak service periods. The change was introduced to lessen the winter demand for electricity. All customers are served under time differentiated rates.

Our optional time of day rate is available which also has the objective of providing an incentive to customers to reduce peak hours use. The Company's off peak rate concept has been broadened to include space heating such as ceramic storage systems and slab heating.

In order to further renewable energy use, the Company is investigating cogeneration possibilities.

F) Q. List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

A. (1) No new wholesale customer.
(2) The Vermont Electric Cooperative, Village of Lyndonville and Village of Ludlow have transferred from the wholesale power rate to the Company's System power rate. The contracts for the Village of Ludlow is attached providing the schedule for that System Power Contract which is similar in terms and conditions to the other two contracts. Likewise the transmission rate applicable to System Power service is attached.

(3) No changes in licensee's service area.

(4) No changes because of acquisitions or mergers.

G) Q. List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

A. The following is a list of generating capacity which has been committed to by CVPS since the construction permit stage.

<u>Generating Source</u>	<u>Size</u>	<u>In Service Date</u>
1) Bradford Hydro electric Facility	1000 KW	1982
2) Middlebury Hydro electric Facility	1500 KW	1983
3) Barnet Hydro electric Facility	2200 KW	1984
4) Purchase of output from East Georgia Hydro electric facility	14,000 KW	1985
5) Middletown #4 capacity from NU	20,000 to 30,000 KW	Terminates 1983
6) Gas Turbine capacity from NU	16,000 to 40,000 KW	Terminates 1985
7) Coleson Cove #1, 2, & 3 capacity from New Brunswick	16,000 KW	Terminates 1985
8) Millstone #3 - Joint Ownership	20,000 KW	1986
9) Purchase of Hydro Quebec power	26,000 KW	Terminates 1985

H) Q. Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

A. None.

POWER PURCHASE CONTRACT

between

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

and

VILLAGE OF LUDLOW ELECTRIC LIGHT DEPARTMENT

Name of Filing Utility:

Central Vermont Public Service Corporation

Name of Utility Receiving Service:

Village of Ludlow Electric Light Department

Brief Description of the Service to be Provided:

Central Vermont Public Service Corporation will sell to the Village of Ludlow Electric Light Department designated blocks of power (KW) for specific periods of time designated as "Power Years" which shall be priced at the average cost of power purchased and generated by the Company, including charges relating to the use of the transmission system(s) of other utilities, but excluding power purchased from the State of Vermont.

Dated:

AGREEMENT entered into as of this day of
by and between the Village of Ludlow Electric Light Department,
hereinafter called "the Customer", and CENTRAL VERMONT PUBLIC SERVICE
CORPORATION, hereinafter called "the Company".

W I T N E S S E T H

WHEREAS, the Company is willing to sell and the Customer is willing to buy unreserved system capacity and associated energy in accordance with the terms herein set forth;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE I. GENERAL UNDERSTANDING

The Company and the Customer have assumed certain broad obligations governing their cooperative relationships under the NEPOOL Agreement and they intend that this Agreement shall be utilized and administered by each of them in a cooperative manner.

ARTICLE II. TERM

This Agreement shall become effective on the date here and above set forth, or on such other date as may be ordered or allowed by any regulatory authority having jurisdiction and shall be subject to valid laws, orders, rules and regulations of such authority. The Agreement shall be for an initial period of five (5) years and on each annual anniversary date shall be extended for a period of one (1) year for the fifth year in the future, unless either party shall give at least four (4) years' written notice of its intent to terminate the Agreement. If notice of termination is given by either party, the parties shall enter into negotiations to determine appropriate rates, terms and conditions for whatever service the Customer shall, after such termination, desire to receive from the Company. In the event that the parties are unable to agree upon such rates, terms and conditions,

the Company shall continue to provide service and shall file with the appropriate regulatory authority a rate schedule providing the rates, terms and conditions for such service.

ARTICLE III. AGREEMENT CHANGES

The Company shall have the right at any time to change, adjust, or amend any of the provisions of this Agreement, by delivering at least four (4) years' prior written notice of such changes, amendments or adjustments to the Customer. Notwithstanding the foregoing provision, the Company shall have the right to change, adjust, or amend any of the rates or charges specified in this Agreement upon delivering a written notice thereof to the Customer and to the appropriate regulatory authorities so long as such changes are consistent with methods set forth in Appendix A of this Agreement. Any such changes, adjustments or amendments shall become effective on the date specified therein, subject to suspension or other action duly taken by any regulatory agency having authority in these matters. Nothing herein limits the right of either party to seek modification of any provision of this Agreement by filing a complaint under Section 206 of the Federal Power Act.

ARTICLE IV. AVAILABILITY

The Company shall make capacity and associated energy available to the Customer provided the Customer shall identify the amount of such capacity that it desires to purchase under this Agreement initially for a period of five (5) years, and thereafter for each subsequent one (1) year period for the fifth (5th) year in the future, provided that five (5) year notice is given for each additional power year. Capacity is available under this Agreement only at a uniform amount during any "Power Year". A specification by the Customer of

zero capacity to be purchased in any Power Year is acceptable under this Agreement.

A "Power Year", for the purposes of this Agreement, shall be the period November 1st through October 31st.

The capacity specified hereunder represents all of the power required to be furnished by the Company to the Customer provided that nothing herein prohibits the parties from making other arrangements for the purchase and sale of power. The Customer agrees that its additional requirements for unexpected load increases, standby, and any other purposes shall be obtained by it pursuant to the NEPOOL Agreement or from any other source available to the Customer.

If requested, the Company obliges itself to use its best efforts to obtain capacity and associated energy for sale to the Customer in addition to the amounts specified in this Agreement and extensions thereto.

Notwithstanding any other provision herein, the capacity and associated energy sold under this Agreement is only available to the Customer for use in the Customer's service area, or any modification thereto, but this provision does not preclude the resale of power obtained herein by the Customer excess to its requirements.

ARTICLE V. COST OF CAPACITY AND ENERGY

The capacity sold under this Agreement shall be priced at the cost of such capacity, as delivered to the Company's transmission system, including all associated transmission charges and losses occasioned by the utilization of the facilities of other utilities for the delivery of such capacity to the Company's system. The charges during any "Power Year" shall be the average cost per kilowatt-month to the Company of all capacity purchased from other utilities for 12 months

ended April 30th, and that capacity generated by Company-owned facilities during the prior calendar year, exclusive of such capacity and associated energy purchased by the Company which is generated by the St. Lawrence and Niagara projects. Per kilowatt charges shall be computed after adjustment for all losses incurred outside the Company's system. Capacity sold under this Agreement shall be considered as unreserved system capacity.

The monthly per kilowatt charge, applicable to the succeeding November through October period shall be calculated annually in accordance with the method set forth in Appendix A and shall be provided to the Customer prior to June 15th of each year.

The energy cost to the Customer shall, as set forth in Appendix B, be the Company's average actual cost of energy, as billed to the Company, and including the cost experienced by Company-owned facilities, exclusive of the energy cost associated with power generated by the St. Lawrence and Niagara projects, as described in this Article during the same month as sales are made to the Customer. Such costs shall include only the energy cost portion of FPC Account No. 555 plus the cost of fuel consumed by Company owned and/or operated thermal generating equipment.

The Customer shall make all necessary arrangements for the transmission of power purchased under the terms of this Agreement. The Company agrees to make its transmission service available to the Customer. Charges for the use of the Company's transmission system and/or distribution system by the Customer, to effect delivery of power purchased under this Agreement, shall be prescribed by separate Agreement.

ARTICLE VI. BILLING

Bills shall be rendered monthly in such reasonable detail as the Customer may request and shall be due when rendered. As used herein, the term "month" shall refer to the billing period which shall correspond as closely as possible to a calendar month.

When all or part of any bill(s) shall remain unpaid for more than thirty (30) days after the rendering thereof by the Company, simple interest computed at the rate of one (1) percent per month shall accrue to the Company on the unpaid amount from and after that date until said bill shall be paid.

In the event that it shall be determined that the Customer is not liable for any portion of a billing paid subject to a dispute, the Customer shall be repaid the amount thereof by the Company with interest at the foregoing rate.

In the event of a dispute relating to any portion of any bill, the Customer shall notify the Company in writing describing the dispute, but such notification shall not negate the provisions of the second preceding paragraph. The dispute shall be settled by negotiation, if possible. If such negotiations do not resolve the dispute, it shall be made subject to arbitration, with the Company and the Customer agreeing on a single arbitrator, if possible. If it is impossible to agree upon a single arbitrator, either party may request the American Arbitration Association to appoint an arbitrator who is skilled in matters relating to the generation and wholesale purchase and sale of electricity. The arbitrator, after opportunity for the parties to be heard, shall consider and decide the dispute and shall notify the parties, within thirty (30) days, in writing, of his decision, stating the reasons for the decision. The arbitrator shall

not have the power to amend or add to this Agreement. Subject to such limitation, the decision shall be binding on the parties except that either party may petition a court of competent jurisdiction for review of errors of law. The expense of the arbitrator shall be borne by the parties as determined by the arbitrator.

ARTICLE VII. GENERAL

It is understood that the Company shall use its best efforts to make energy available under this Agreement, but only after the Company has met its obligations to its retail customers.

It is understood that the capacity and associated energy made available hereunder is unreserved system capacity and the Company shall provide to the Customer adequate and reliable electric service pursuant to this rate schedule, but in no event shall either party be liable for losses or damages of any kind resulting from any stoppage, interruption to, or variation or diminution in the supply of electric power beyond the reasonable control of said party.

This Agreement shall supersede all prior agreements between the parties under which the Company has sold capacity (KW) and associated energy (KWH) to the Customer.

Any notice, demand or request provided for in this Agreement shall be deemed to be properly given or made if delivered or sent by first class mail postage prepaid as follows:

to the Company: Vice President - Finance
Central Vermont Public Service Corporation
77 Grove Street
Rutland, Vermont 05701

to the Customer: Commissioner
Village of Ludlow Electric Light Department
Ludlow, Vermont 05149

This Agreement shall inure to the benefit of, and shall bind, the successors of the parties hereto but shall not be assignable.

In the event the Customer assigns or resells to another utility any portion of the capacity and associated energy purchased hereunder, the Customer remains liable to the Company for payment for the full amount of such assigned or resold capacity and energy.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officials.

ATTEST:

Beverly H. Merrett

DATE:

9/30/77

ATTEST:

DATE:

9/26/77

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By:

[Signature]
(Title) Vice President

VILLAGE OF DUDLOW ELECTRIC LIGHT DEPARTMENT

By:

[Signature]
(Title) Chairman

APPENDIX A

Calculation of System Power Unit Capacity Cost applicable to the designated Power Year (November 1st through October 31st). Such cost shall not include the cost of transmission through the Company's system.

$$\text{Unit Cost (\$/KW-Month)} = (A + B + C) / (D + E)$$

A(\$) = the fixed charge portion of the cost of Purchased Power as defined in FPC Account No. 555 excluding such costs associated with the cost of power generated by the St. Lawrence and Niagara projects.

B(\$) = Transmission by Others as defined in FPC Account No. 565.

C(\$) = The Fixed Charges relating to the cost of Company-owned generation computed on the basis of calendar year data as contained in FPC Form No. 1.

D(KW) = Purchased Capacity as delivered to the Company's system.

E(KW) = The audited capacity rating of Company-owned generation, as accepted by any area wide power pool of which the Company may be a member.

APPENDIX B

Calculation of System Energy Cost applicable to the current month.

$$\text{Unit Cost (\$/Kwh)} = (F + G) / (H + I)$$

F(\$)
= The energy cost portion of the cost of Purchased Power as defined in FPC Account No. 555, excluding such costs associated with the cost of power generated by the St. Lawrence and Niagara projects.

G(\$)
= The cost of fuel consumed by Company-owned and/or operated thermal generating equipment as defined in FPC Account Nos. 501, 518, and 547 in the current month.

H(KWH)
= Total KWH of energy purchased outside of the Company's system during the current month as delivered to the Company's transmission system. Such KWH shall be that associated with Purchased Power Account No. 555.

I(KWH)
= Total KWH produced by Company-owned generation during the current month.

POWER TRANSMISSION CONTRACT

between

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

and

VILLAGE OF LUDLOW ELECTRIC LIGHT DEPARTMENT

Name of Filing Utility:

Central Vermont Public Service Corporation

Name of Utility Receiving Service:

Village of Ludlow Electric Light Department

Brief Description of the Service to be Provided:

Central Vermont Public Service Corporation will reserve, for the benefit of and make available to, the Village of Ludlow Electric Light Department a portion of the available capacity in its existing transmission system (nominal voltage 34 & 46 KV) as well as certain specified portions of its existing 7.2/12.5 KV distribution system for the transmission of estimated amounts of capacity (KW) and associated energy (KWH) from points of interconnection of its transmission system with that of other electric utilities to designated points of interconnection with the Village of Ludlow Electric Light Department transmission and/or distribution system.

Dated:

AGREEMENT, entered into as of this day of
by and between the Village of Ludlow Electric Light Department, herein-
after called "The Customer", and CENTRAL VERMONT PUBLIC SERVICE
CORPORATION, hereinafter called "The Company".

W I T N E S S E T H

WHEREAS, the Customer has made arrangements to own, generate, or
purchase specific contract amount(s) of capacity (KW) and associated
energy (KWH) from a source or sources outside of its own system, and

WHEREAS, the Customer has limited physical connections between
its system and that of the supplying utility or utilities, and

WHEREAS, the Customer proposes to make separate Agreements for
the use of the transmission systems of other utilities that may be
necessary to effect delivery of the purchased, owned, or generated
block(s) of capacity from the supplying utility to its system, and

WHEREAS, the Company's system is directly connected to the
Customer's system at one or more points through which the Customer
wishes to receive delivery of the purchased, owned, or generated
capacity, and

WHEREAS, the Company is willing to enter into an agreement with
the Customer for the reservation of the Company's transmission system,
34 KV and above (per FPC Uniform System of Accounts) and/or specific
portions of its existing distribution system, 7.2/12.5 KV and above,
for the use of the Customer in receiving delivery of the purchased,
owned, or generated capacity.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE I. TERM

This Agreement shall become effective on the date here and above
set forth, or on such other date as may be ordered or allowed by any
regulatory authority having jurisdiction and shall be subject to valid

laws, orders, rules and regulations of such authority. The Agreement shall continue in effect for an initial period of twelve months and thereafter until terminated by either party on May 1 or November 1 of any calendar year upon at least six (6) months' notice in writing to the other party. In the event of termination, the Company will continue to provide the transmission service herein provided under new terms and rates as may be filed with the regulatory agency having jurisdiction, and the Customer agrees to pay such new terms and rates subject to refunds, if any, as determined by the regulatory agency having jurisdiction. Should the Customer request termination of this Agreement, and subsequently request reinstatement of transmission service within twelve (12) months of such termination, the charges applicable during the month prior to the date of termination shall apply to each month of the intervening period.

ARTICLE II. APPLICABLE

This Agreement shall be applicable to the transmission of adjusted measured amounts of capacity (KW) and associated energy (KWH) contracted for by the Customer on or after the effective date hereof.

ARTICLE III. AGREEMENT CHANGES

The rate provisions of this Agreement may be amended from time to time or superseded by the Company pursuant to the filing and other requirements of applicable regulatory authorities.

Any changes made in the rates contained in this Agreement shall be made in a manner consistent with the methods set forth in the current Transmission and Distribution Service Analysis which is attached to and made a part of this Agreement.

The rates shall be updated annually effective November first of each year to incorporate the costs experienced by the Company in the

most recent calendar year. The monthly charges for service for the succeeding 12 month period shall be provided to the Customer at least 90 days from the proposed effective date.

Any changes, adjustments, or amendments shall become effective as specified above subject to suspension or other action duly taken by any regulatory agency having authority in these matters.

Nothing herein limits the right of either party to seek modification of any provision of this Agreement by filing a complaint under Section 206 of the Federal Power Act.

The rates specified in ARTICLE VIII. CHARGES FOR TRANSMISSION SERVICE shall be revised consistent with the current transmission and distribution service cost analysis referred to above.

ARTICLE IV. BULK POWER CONTRACT

This Agreement is contingent on the initial execution of a Bulk Power Contract by the parties in substitution for the existing service agreement or to the termination of such service agreement.

ARTICLE V. CONTINUITY OF SERVICE

The Company shall not be responsible for any interruption, reversal or abnormal voltage of the supply if such interruption, reversal or abnormal voltage is without default or gross negligence on its part. Whenever the integrity of the Company's system is threatened by conditions on its system or on the systems with which it is directly or indirectly interconnected, or whenever it is necessary to aid in the restoration of service, the Company may curtail or interrupt service or reduce voltage on all or a portion of its system and such action shall not constitute willful default by the Company. Such action shall be taken upon reasonable notice to the Customer or without notice in an emergency. For purposes of this article, Customer's customers have the same priority as Company's customers.

ARTICLE VI. USE OF FACILITIES

- A. The Customer shall exercise diligence to use the service furnished under this Agreement at a power factor of approximately 90 percent lagging and a load differential between the highest phase and the lowest phase not to exceed the ratio of 1.3. However, the Customer is not required to adjust the load on each phase existing until the Company requires additional investment. In such instances, the Customer has the option to adjust the load phasing or pay to the Company that portion of the cost occasioned by the Customer's unbalance. The Customer shall operate its system in a manner as not to interfere with service to the Company's other customers, and further shall balance the load on the various portions of its system so that the systems will be as nearly equal as practical on each of the three phases.
- B. The Company reserves the right to establish an electric load limit not to exceed 500 KW at any single phase point of interconnection between the two systems.
- C. The Customer agrees to provide each year, on or before May 1st, an updated five (5) year forecast indicating the lines of the Company's system where it proposes to request future additional transmission service and new points of interconnection of the systems, and the estimated KW increase thereof, so that the Company may properly plan for required increases in the capacity of its system.

The Customer agrees to provide all facilities, including but not limited to structures, conductors and protective devices, required to establish the new or modified point of interconnection to the Company's facilities as such facilities shall exist at the time of the request.

- D. Capacity delivered to the Customer's system shall be credited separately to the load at each point of interconnection which is at a nominal voltage of 7.2/12.5 KV. Capacity delivered at a nominal voltage of 34 or 46 KV shall be credited to the recorded load at points of interconnection on the Customer's coincident basis.
- E. Points of interconnection between the Company's and the Customer's systems for the delivery of transmission service under this Agreement shall be those contained in Appendix A. Requests for additional points of interconnection under the terms of this Agreement shall be submitted to the Company at least six (6) months prior to the requested in-service date. Such points shall be made a part of this Agreement following acceptance by the Company, which acceptance shall not be unreasonably withheld.

ARTICLE VII. METERING

The Company agrees to install and maintain metering at each point of interconnection between the systems at which it delivers power sufficient to enable it to monitor the electrical characteristics of the load in such detail as to calculate the billing determinants required by this Agreement.

When metering is at a point other than the point of interconnection of the systems, the equipment shall be compensated to register values which would have been recorded if the equipment had been located at the point of interconnection.

The accuracy of the metering equipment shall be verified by proper test and adjusted as close as practical to 100% accuracy at least once each year. The work of testing and adjusting any meter for accuracy shall be performed at the expense of the Company. If the Customer

shall request additional verification of the accuracy of any meter in any twelve (12) month period, and the meter proves to be accurate within two (2) percent up or down, the expense of such verification shall be borne by the Customer. The Customer shall be given the opportunity to witness the additional verification.

If the metering equipment at any point of interconnection is found to be inaccurate by more than two (2) percent up or down, the equipment shall be adjusted as closely as practical to 100% accuracy and the meter readings for the period of inaccuracy shall be adjusted to correct such inaccuracy as far as the same can be reasonably ascertained, but no adjustment prior to the beginning of the second preceding month shall be made except by agreement of the parties.

In the event that the Company's meters fail to register properly during any billing period, the demand and energy quantities shall be estimated by the Company based upon the best available data and such data shall be made available to the Customer upon request.

The Customer shall provide, free of cost, at each point of interconnection between the Company's and the Customer's system a suitable location for the installation of the Company's metering equipment and shall make arrangements for the Company to have access to its equipment at all reasonable times. Such location shall be by agreement between the Company and the Customer.

ARTICLE VIII. CHARGES FOR TRANSMISSION SERVICE

The Customer agrees to pay to the Company monthly an amount determined as the sum of the following:

- A. Metering point charge applicable to each point of interconnection between the two systems \$
- B. Excess reactive demand charge to be determined as the greatest sixty (60) minute KVAR measured

at each point of interconnection of the two systems during the current month, less one-half of the greatest sixty (60) minute KW value measured at the same point during the same period multiplied by the per unit charge of \$

- C. Transmission and/or distribution system reservation of capacity charge:

Charge per KW for delivery

at a nominal voltage of 34 or 46 KV \$

at a nominal voltage of 7.2/12.5 KV \$

The charge shall be based upon the capacity (KW) measured at the point of input to the Customer's system, adjusted to the point of input to the Company's system.

Metered capacity delivered to the Customer's system shall be adjusted for losses through the Company's system. The loss values may be adjusted from time to time consistent with changes in system losses. The loss adjustment shall be initially established as 3.5% of the capacity received for delivery at 34 or 46 KV and 6.5% of the capacity received for delivery at 7.2/12.5 KV.

The charge for the reservation of transmission and/or distribution system capacity in any month shall be not less than the maximum value so established in the current month or in any one of the prior 11 months.

ARTICLE IX. BILLING

Bills shall be rendered monthly in such reasonable detail as the Customer may request and shall be due when rendered. As used herein, the term "month" shall refer to the period between two successive meter readings which shall correspond as closely as possible (excluding weekends and legal holidays) to a calendar month.

When all or part of any bill(s) shall remain unpaid for more than thirty (30) days after the rendering thereof by the Company, simple interest computed at the rate of one (1) percent per month shall accrue to the Company on the unpaid amount from and after that date until said bills shall be paid. In the event that it shall be determined that the Customer is not liable for any portion of a billing paid subject to a dispute, the Customer shall be repaid the amount thereof by the Company with interest at the foregoing rate.

In the event of a dispute relating to any portion of any bill, the Customer shall notify the Company in writing describing the dispute but such notification shall not negate the provisions of the preceding paragraph. The dispute shall be settled by negotiation, if possible. If such negotiations do not resolve the dispute, it shall be made subject to arbitration with the Company and the Customer agreeing on a single arbitrator, if possible. If it is impossible to agree upon a single arbitrator, either party may request the American Arbitration Association to appoint an arbitrator who is skilled in matters relating to wholesale transactions of electricity. The arbitrator, after opportunity for the parties to be heard, shall consider and decide the dispute and shall notify the parties, within thirty (30) days, in writing, of his decision, stating the reasons for the decision. The arbitrator shall not have power to amend or add to this Agreement. Subject to such limitation, the decision shall be binding on the parties except that either party may petition a court of competent jurisdiction for review of errors of law. The expense of the arbitrator shall be borne by the parties as determined by the arbitrator.

ARTICLE X. GENERAL

Any notice, demand or request provided for in this Agreement shall be deemed to be properly given or made if delivered or sent by

first class mail postage prepaid:

to the Company: Vice President - Finance
Central Vermont Public Service Corporation
77 Grove Street
Rutland, Vermont 05701

to the Customer: Commissioner
Village of Ludlow Electric Light Department
Ludlow, Vermont 05149

This Agreement shall inure to the benefit of, and shall bind,
the successors of the parties hereto but shall not be assignable.

IN WITNESS WHEREOF, the parties hereto have caused this instrument
to be executed by their respective authorized officials.

ATTEST:

Beverly H. Merritt

DATE:

9/30/77

ATTEST:

DATE:

9/26/77

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By:

Title

[Signature]
Vice President

VILLAGE OF LUDLOW ELECTRIC LIGHT DEPARTMENT

By:

Title

[Signature]
Chairman

APPENDIX A

TO

Power Transmission Contract

between

Central Vermont Public Service Corporation

and

Village of Ludlow Electric Light Department

Points of Interconnection

<u>Name</u>	<u>Nominal Voltage/Phase</u>
Ludlow	46 KV/Three
Rte. 103	46 KV/Three
Smithville	46 KV/Three

APPLICATION WITH RESPECT TO OWNERSHIP

IN THE

SEABROOK NUCLEAR UNITS NO. 1 AND NO. 2

RESPONSES TO
INFORMATION REQUESTED BY THE U.S. ATTORNEY GENERAL
PURSUANT TO APPENDIX L, CHAPTER 10 OF THE CODE OF
FEDERAL REGULATIONS, PART 50

INFORMATION FOR ANTITRUST REVIEW OF OPERATING LICENSE APPLICATION
FOR SEABROOK STATION

Submitted by: Vermont Electric Cooperative, Inc.

a. Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

Vermont Electric Cooperative, Inc., anticipates no excesses or shortages in generating capacity other than those identified during the construction permit stage. Existing contractual arrangements allow VEC to purchase or sell short term, if shortages or excesses develop.

b. New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

None.

c. Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

None.

d. Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

See Pages 1-4 of General Information as to Applicants in FSAR which describes the ownership modifications which have occurred or are being implemented.

e. Changes in design, provisions, or conditions of rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

The Cooperative has filed a PURPA based rate design with the Vermont Public Service Board in the Board's docket #4475. The declining block rates, as presented

in item f, are expected to remain in effect until November 1, 1981, at which time the new rate design will take effect.

f. List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

1. The Cooperative sells only at retail.

2. Rate Schedule LP - Industrial Service

Demand Charge \$1.75 per KVA monthly

Energy Charge

First 50 KWH per month per KVA 5.955¢

Next 100 KWH per month per KVA 5.399¢

All remaining KWH 4.844¢

Rate Schedule B - Large Commercial Service

First 100 KWH or less \$10.08

Next 300 KWH 7.677¢/KWH

Next 600 KWH 7.121¢/KWH

Next 1,000 KWH 6.232¢/KWH

Next 1,000 KWH 5.899¢/KWH

Over 3,000 KWH 5.455¢/KWH

56% of the above rate schedule constitutes the cost of purchased power (bulk power supply).

Rate Schedule A - Residential

First 100 KWH or less \$10.08

Next 600 KWH 6.566¢/KWH

Next 2300 KWH 5.899¢/KWH

Over 3000 KWH 5.455¢/KWH

Rate Schedule SH - Space Heating

All separately metered KWH at 4.918¢/KWH.

Rate Schedule A-WH - Off-Peak Water Heating

First 100 KWH or less	\$10.08
Next 400 KWH	6.566¢/KWH
Next 2,500 KWH	5.899¢/KWH
Over 3,000 KWH	5.455¢/KWH

56% of the above rate schedules constitute the cost of purchased power (bulk power supply).

3. None.

4. a) Merge with Halifax Electric Cooperative, Inc. b) Purchase International Electric Company.

a) Halifax Electric Cooperative, Inc.
Brattleboro, Vermont

Merger consummated - September 29, 1969

Gross Annual Revenue - \$170,000
No generation - all power was purchased
Peak Load - 1,756 KW

b) International Electric Company
Subsidiary of Southern Canada Power Company
Subsidiary of Hydro-Quebec
Montreal, P.Q.

Purchased July 10, 1970

Gross Annual Revenue - \$60,000
No generation - all power was purchased
Peak Load - 1,345 KW

g. List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

Millstone 3	2.3 MW
Pilgrim 2	2.3 MW
North Hartland Hydro Station	4.0 MW

h. Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

The Cooperative received an inquiry from the Burlington Electric Department, Burlington, Vermont regarding participation in the Joseph C. McNeil Wood-fired Electric Generating Station. Based upon our consulting engineer's recommendations, we declined the offer to participate in the project.

INFORMATION FOR ANTITRUST REVIEW OF OPERATING LICENSE APPLICATION
FOR SEABROOK STATION

Submitted by: Maine Public Service Company

a. Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

Response:

It should be noted that the response provided herein including attached exhibits does not reflect the applicant's (Maine Public Service Company) anticipated generating capability and anticipated peak loads at time of construction permit application as the applicant was not a participant in the project at that time. This response does represent (1) the applicant's projected generating capability as of 1977, the time the applicant began consideration of participation in the project and (2) the subject projections as were reported by applicant May 12, 1978, pursuant to Appendix L to 10 CFR § 50.

Exhibits No. 1 and 2 present in detail, the applicant's projected generating capability for years 1981 through 1987 as of December, 1977, and June, 1981, respectively. Exhibit No. 3 presents a comparative summary of projected load, projected generating capability, and excess (surplus) or shortage (deficiency) in said capability, of the 1977 and 1981 projections.

Review of Exhibit No. 3 indicates that the applicant anticipates having, for different years between 1981 and 1987, greater excess and/or less shortage in generating capability than was projected in 1977. The primary reason for this is lower than anticipated load growth experienced to date and an associated reduction in projected load growth rates.

To date, the applicant does not have specific plans on distribution/ allocation of excess or acquisition of capacity to cover shortages.

b. New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be participant.

Response:

None.

c. Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

Response:

None

d. Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

Response:

See pages 1-4 of General Information as to Applicants in FSAR which describes the ownership modifications which have occurred or are being implemented.

e. Changes in design, provisions, or conditions of rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

Response:

In accordance with MPUC Order dated June 1, the energy part of our residential rate was redesigned from a declining block to a flat energy charge.

f. List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

Response:

None

g. List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

Response:

None

h. Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

Response:

None

MAINE PUBLIC SERVICE COMPANY & SUBSIDIARY

Available/Anticipated Generating Capacity-MW
As of December, 1977

<u>Source</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>	<u>1984</u>	<u>1985</u>	<u>1986</u>	<u>1987</u>
Caribou Steam	23.0	23.0	23.0	23.0	23.0	23.0	23.0
Diesels	13.3	13.3	13.3	13.3	13.3	13.3	13.3
Caribou Hydro	.9	.9	.9	.9	.9	.9	.9
Squa Pan Hydro	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Tinker Hydro	33.0	33.0	33.0	33.0	33.0	33.0	33.0
Maine Yankee	38.5	38.5	38.5	38.5	38.5	38.5	38.5
Wyman #4	20.0	20.0	20.0	20.0	20.0	20.0	20.0
MEPCO (Coleson Cove)	3.4	3.4	3.4	3.4	1.7	-	-
Seabrook Unit #1	-	16.8	16.8	16.8	16.8	16.8	16.8
Seabrook Unit #2	-	-	-	16.8	16.8	16.8	16.8
Gas Turbine ^{1/}	-	-	-	-	25.0	25.0	25.0
NEPCO Unit #1	-	-	-	-	-	5.0	5.0
TOTAL	133.5	150.3	150.3	167.1	190.4	193.7	193.7

^{1/} Not committed as of December, 1977.

MAINE PUBLIC SERVICE COMPANY & SUBSIDIARY

Available/Anticipated Generating Capacity - MW
As of June, 1981

<u>Source</u>	<u>1981</u>	<u>1982</u>	<u>1983</u>	<u>1984</u>	<u>1985</u>	<u>1986</u>	<u>1987</u>
Caribou Steam	23.0	23.0	23.0	23.0	23.0	23.0	23.0
Diesels	13.3	13.3	13.3	13.3	13.3	13.3	13.3
Caribou Hydro	.9	.9	.9	.9	.9	.9	.9
Squa Pan Hydro	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Tinker Hydro	35.0	35.0	35.0	35.0	35.0	35.0	35.0
Maine Yankee	40.9	40.9	44.3 ^{2/}	44.3	44.3	44.3	44.3
Wyman #4	19.6	19.6	19.6	19.6	19.6	19.6	19.6
MEPCO (Coleson Cove)	6.2 ^{1/}	6.2	6.2	3.4	-	-	-
Seabrook Unit #1	-	-	-	16.8	16.8	16.8	16.8
Seabrook Unit #2	-	-	-	-	-	16.8	16.8
NEPCO Unit #1	-	-	-	-	-	-	-
TOTAL	140.3	140.3	143.7	157.7	154.3	171.1	171.1

^{1/} MPS share of MEPCO (Coleson Cove) of 13.4 MW reduced by the amount of CMP share, 7.2 MW, as ordered by MPUC in Docket #80-180.

^{2/} Houlton Water Company share of 3.4 MW of Maine Yankee transferred to MPS. Awaiting MPUC approval in Docket #80-109.

MAINE PUBLIC SERVICE COMPANY & SUBSIDIARY

Exhibit #3

Projected Dependable Capacity-MW
vs
Projected Peak Load

As Projected December, 1977

<u>Year</u>	<u>Projected Peak Load (5.6% Annual Growth)</u>	<u>Projected Dependable Capacity</u>	<u>Projected Available Reserve</u>	<u>Required Reserve (20% of Load)</u>	<u>Surplus (Deficiency)</u>
1981	132.2	133.5	1.3	26.4	(25.1)
1982	139.7	150.3	10.6	27.9	(17.3)
1983	147.7	150.3	2.6	29.5	(26.9)
1984	156.1	167.1	11.0	31.2	(20.2)
1985	165.0	190.4	25.4	33.0	(7.6)
1986	174.4	193.7	19.3	34.9	(15.6)
1987	184.4	193.7	9.3	36.9	(27.6)

As Projected June, 1981

<u>Year</u>	<u>Projected Peak Load (2% Annual Growth)</u>	<u>Projected Dependable Capacity</u>	<u>Projected Available Reserve</u>	<u>Required Reserve (20% of Load)</u>	<u>Surplus (Deficiency)</u>
1981	113.7	140.3	26.6	22.7	3.9
1982	119.8	140.3	20.5	24.0	3.5
1983	122.0	143.7	21.7	24.4	(2.7)
1984	124.3	157.7	33.4	24.9	8.5
1985	134.1	154.3	20.2	26.8	(6.6)
1986	136.5	171.1	34.6	27.3	7.3
1987	139.0	171.1	32.1	27.8	4.3

Information for Antitrust Review of Operating License Application
for Seabrook Station

Submitted by: Central Maine Power Company

- a. Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

The Company now anticipates excess generating capacity due to reduced load growth. Excess capacity that cannot be sold will be retained as reserve.

- b. New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

None

- c. Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

No changes in transmission are required.

- d. Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

No changes are anticipated.

- e. Changes in design, provisions, or conditions of rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

No changes are anticipated.

- f. List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

There have been no new wholesale customers, rate schedule transfers, or changes in the Company's service area. The Company is presently negotiating for purchase of Carrabasset Light and Power and for purchase of State of Maine properties owned by Public Service Company of New Hampshire.

- g. List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

The Company has joint ownerships rights in Millstone Unit 3 (2.50% of 1150 MW) being constructed by Northeast Utilities and joint ownership rights in Pilgrim Unit 2 (2.85% of 1150 MW) being planned by Boston Edison Company. In addition, the Company is planning to construct a coal generating plant, retaining 208 MW as the lead owner.

- h. Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

There have been none.

Information for Antitrust Review of Operating License Application for
Seabrook Station

Submitted by:

Montaup Electric Company
P. O. Box 391
Fall River, Massachusetts 02722

a. Anticipated excess or shortage in generating capacity resources ~~not~~ expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

Answer:

Montaup's surplus generating capacity is forecast as:

	MW
1980/81	23
81/82	67
82/83	62
83/84	35
84/85	36
85/86	(7)
86/87	(1)

The excess will be sold if possible. The deficits shown in the last two years are too small to be meaningful at this time. If they occur, purchases would be made to cover them.

b. New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

None.

c. Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

The advent of the Seabrook start up will not require any transmission changes in Montaup's system.

d. Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

See pages 1-4 of General Information as to Applicants in FSAR which describes the ownership modifications which have occurred or are being implemented.

e. Changes in design, provisions, or conditions of rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

There have been no changes in the design, provisions or conditions of Montaup's wholesale (its only general rate) rate since its first approval May 19, 1975.

f. List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

There has been no basic change in Montaup's wholesale customers. The affiliated companies of Fall River Electric Light Company and Brockton Edison Company were merged into Eastern Edison Company on July 31, 1979 becoming a single customer. On October 31, 1981, the Tiverton division of Narragansett Electric Company will cease being a customer of Montaup.

g. List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights or power output allocations.

Joint ownership in:

Millstone Unit 6
Pilgrim Unit 2

h. Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

None.

Information for Anti-Trust Review of Operating License Application
for Seabrook Station

Submitted by: Taunton Municipal Lighting Plant

- a. Anticipated excess or shortage in generating capacity resources not expected at the construction permit stage. Reasons for the excess or shortage along with data on how the excess will be allocated, distributed, or otherwise utilized or how the shortage will be obtained.

None.

- b. New power pools or coordinating groups or changes in structure, activities, policies, practices, or membership of power pools or coordinating groups in which the licensee was, is, or will be a participant.

None.

- c. Changes in transmission with respect to (1) the nuclear plant, (2) interconnections, or (3) connections to wholesale customers.

None.

- d. Changes in the ownership or contractual allocation of the output of the nuclear facility. Reasons and basis for such changes should be included.

See pages 1-4 of General Information as to Applicants in FSAR which describes the ownership modifications which have occurred or are being implemented.

- e. Changes in design, provisions, or conditions or rate schedules and reasons for such changes. Rate increases or decreases are not necessary.

Rate schedules revised July 1, 1981.

Reason - simplification.

- f. List of all (1) new wholesale customers, (2) transfers from one rate schedule to another, including copies of schedules not previously furnished, (3) changes in licensee's service area, and (4) licensee's acquisitions or mergers.

None.

- g. List of those generating capacity additions committed for operation after the nuclear facility, including ownership rights of power output allocations.

Pilgrim II - Plymouth, Massachusetts

.6% (6.9 MW)

- h. Summary of requests or indications of interest by other electric power wholesale or retail distributors, and licensee's response, for any type of electric service or cooperative venture or study.

None.

SEABROOK STATION

GENERAL and FINANCIAL INFORMATION

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

SEABROOK, NEW HAMPSHIRE

Volume 1

GENERAL AND FINANCIAL INFORMATION

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I. GENERAL INFORMATION AS TO APPLICANTS

A. Background

Seabrook Station Units No. 1 and No. 2 are being constructed as part of the regional construction program for generation facilities for utilities participating in the New England Power Pool and other New England utilities. The Units are being constructed pursuant to an Agreement for Joint Ownership, Construction and Operation of New Hampshire Nuclear Units, dated May 1, 1973, as amended by thirteen amendments (the "Joint Ownership Agreement", a composite copy of which is attached hereto), and will be owned in the same proportions by the group of participating New England utilities, each participant owning the same percentage of both Units.

Since the filing of the original License Application for the Construction Permits for the Units (filed March 30, 1973) and the original execution of the Joint Ownership Agreement, there have been several transactions affecting the ownership allocation of the Units. The following table reflects the ownership allocation as approved by the Commission prior to the commencement of the Adjustment Period for the latest transactions described below.

<u>Participant</u>	<u>Ownership Share</u>
Public Service Company of New Hampshire	50.00000%
The United Illuminating Company	17.50000
New England Power Company	9.95766
Central Maine Power Company	5.04178
Central Vermont Public Service Corporation	1.59096
Fitchburg Gas and Electric Light Company	0.60432
Montaup Electric Company	1.89989

Commonwealth Electric Company (formerly New Bedford Gas and Edison Light Company)	1.34927
The Connecticut Light and Power Company	4.05985
Town of Hudson, Massachusetts Light and Power Department	0.05780
Vermont Electric Cooperative, Inc.	0.41259
Bangor Hydro-Electric Company	0.37249
Taunton Municipal Lighting Plant Commission	0.10034
Massachusetts Municipal Wholesale Electric Company	5.55249
Maine Public Service Company	<u>1.46056</u>
	100.00000%

There are certain other proposed transfers which, as of the date of preparation of this material, are either awaiting final regulatory approval or are in the process of being implemented. There is a pending transfer by Commonwealth Electric Company of its entire interest to its affiliate, Canal Electric Company, which transfer has been approved by the Massachusetts Department of Public Utilities (MassDPU) and the New Hampshire Public Utilities Commission (NHPUC) but awaits final Commission approval. There are also the proposed transfers by Public Service Company of New Hampshire of an aggregate of 14.76503% Ownership Shares to other participants as follows:

<u>Participant</u>	<u>Additional Ownership Share</u>
Massachusetts Municipal Wholesale Electric Company	6.00091%
Commonwealth Electric Company	2.17390
Bangor Hydro-Electric Company	1.80142
Montaup Electric Company	1.00000
Central Maine Power Company	1.00000
Taunton Municipal Lighting Plant Commission	0.33445
Town of Hudson, Massachusetts Light and Power Department	0.01957

New Hampshire Electric Cooperative, Inc.	2.17391
Fitchburg Gas and Electric Light Company	<u>0.26087</u>
	14.75503%

These transfers have been approved by the Commission and have received the requisite approvals of the MassDPU and NHPUC. Except for Taunton and the NH Coop (which are still awaiting financing or other approvals), the Adjustment Period as to each such adjustment commenced on January 31, 1981, except for MMWEC which commenced on February 28, 1981. It is anticipated that all the above transfers will be completed prior to the issuance of the Operating License.

Therefore, if the Taunton and NH Coop transactions are completed, the Operating License for the Units would reflect participations as follows:

<u>Participant</u>	<u>Ownership Share</u>
Public Service Company of New Hampshire	35.23497%
The United Illuminating Company	17.50000
Central Maine Power Company	6.04178
Fitchburg Gas and Electric Light Company	0.86519
Montaup Electric Company	2.89989
New England Power Company	9.95766
Central Vermont Public Service Corporation	1.59096
Canal Electric Company	3.52317
The Connecticut Light and Power Company	4.05985
New Hampshire Electric Cooperative, Inc.	2.17391
Town of Hudson, Massachusetts Light and Power Department	0.07737
Vermont Electric Cooperative, Inc.	0.41259

Massachusetts Municipal Wholesale	
Electric Company	11.59340
Maine Public Service Company	1.46056
Bangor Hydro-Electric Company	2.17391
Taunton Municipal Lighting Plant	
Commission	<u>0.43479</u>
	100.00000%

Current financial information with respect to the financial qualifications of each Applicant's ability to meet its share (based on the foregoing ultimate ownership Shares) of the estimated costs of operation of the Units plus its share of the estimated costs of permanently shutting down the facility and maintaining it in a safe condition is found in the succeeding sections of this material.

II. LICENSES APPLIED FOR

A Class 103 (utilization facility) operating license for each of the two units pursuant to Section 103 of the Atomic Energy Act, as amended, and Part 50 of the Regulations of the Commission thereunder for a term of 40 years and such other licenses and permits as may be required under said Act for the operation of the facilities and the possession, use and disposition of special nuclear materials. The facilities will be operated as part of an electric generating plant.

III. COMPLETION DATES

The earliest estimated dates for completing construction of the facilities and having the reactors ready for introduction of nuclear fuel are November, 1983 for Unit 1 and February 1986 for Unit 2. The latest completion dates are dependent upon several factors, such as the timeliness of favorable governmental actions, including issuance of regulatory approvals. Assuming reasonably timely receipt of favorable governmental

actions, the latest dates for completing the facilities are 1985 for Unit 1 and 1988 for Unit 2.

IV. ESTIMATED CONSTRUCTION, OPERATING AND DECOMMISSIONING COSTS

(a) Construction Costs: At April 1, 1981, Unit No. 1 and the portion of the project common to both units were approximately 47.4% complete and Unit No. 2 was 8.0% complete.

As of April 10, 1981, the total cash requirements for construction of the project were estimated at \$2,470,000, excluding AFUDC and nuclear fuel. As of December 31, 1980, \$968,200,000 had been expended on the project and, assuming no significant or prolonged slowdown in construction effort, it was estimated that the participants would be called upon to provide the balance in accordance with the following schedule:

<u>Cash Requirements</u> <u>(\$ x 1000)</u>	
Through 1980	\$ 968,200
1981	339,000
1982	408,800
1983	373,900
1984	217,400
1985	161,400
1986	<u>1,300</u>
TOTAL	\$2,470,000*

(b) Operating and Maintenance Costs: The estimated operating and maintenance costs in 1981 dollars for Unit No. 1 for the five year period 1983 through 1987, excluding fuel, are \$150,000,000. The estimated operating costs for Unit 2 for the five-year period 1985 through 1989, excluding fuel, are \$150,000,000.

* Based on Commercial Operation Unit 1 - February 1984, Unit 2 - May 1986.

Under the Seabrook Joint Ownership Agreement each participant is required to pay its Ownership Share of such operating costs.

Estimated operating costs include, among other things, the cost of appropriate property insurance and the maximum available liability insurance as required by law. They do not include any retrospective insurance premiums.

In addition, it is estimated that an aggregate of \$513,000,000 will be expended on fuel for the two units during the period 1983 through 1989.

(c) Decommissioning Costs: Specific plans for decommissioning the project have not been developed. There are three primary alternatives for decommissioning: mothballing, entombing and dismantling. It is estimated that the cost of these alternatives in 1980 would range from \$21,000,000 to \$43,000,000 per unit.

Under the Seabrook Joint Ownership Agreement each participant is required to pay its Ownership Share of such decommissioning costs.

(d) Financial Qualifications: The succeeding sections of this application listed below contain specific information as to the financial qualifications of each Applicant, including its latest annual report, a recent prospectus or official statement, and other relevant material.

<u>Participant</u>	<u>Section</u>
Public Service Company of New Hampshire	1
Bangor Hydro-Electric Company	2
Canal Electric Company	3
The Connecticut Light and Power and Company	4
Fitchburg Gas and Electric Light Company	5

Town of Hudson, Massachusetts	
Light and Power Department	6
Central Maine Power Company	7
Maine Public Service Company	8
Massachusetts Municipal	
Wholesale Electric Company	9
Montaup Electric Company	10
New England Power Company	11
Taunton Municipal Lighting Plant	
Commission	12
Vermont Electric Cooperative, Inc.	13
Central Vermont Public Service	
Cooperation	14
The United Illuminating Company	15
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It is submitted that these materials demonstrate that each Applicant has reasonable assurance of obtaining funds necessary to cover its Ownership Share of the estimated costs of operation for the first five years of operation of the project and of decommissioning the project and maintaining it in a safe condition.

AGREEMENT FOR JOINT OWNERSHIP, CONSTRUCTION AND
OPERATION OF NEW HAMPSHIRE NUCLEAR UNITS

Dated: May 1, 1973

As Amended: May 24, 1974 (First)
June 21, 1974 (Second)
September 25, 1974 (Third)
October 25, 1974 (Fourth)
January 31, 1975 (Fifth)
April 18, 1979 (Sixth)
April 18, 1979 (Seventh, not effective)
April 25, 1979 (Eighth)
June 8, 1979 (Ninth)
October 11, 1979 (Tenth)
December 15, 1979 (Eleventh)
June 16, 1980 (Twelfth)
December 31, 1980 (Thirteenth)

Parties

Public Service Company of New Hampshire
The United Illuminating Company
Central Maine Power Company
Fitchburg Gas and Electric Light Company
Montaup Electric Company
New England Power Company
Central Vermont Public Service Corporation
Canal Electric Company
The Connecticut Light and Power Company
New Hampshire Electric Cooperative, Inc.
Town of Hudson, Massachusetts Light and Power Department
Vermont Electric Cooperative, Inc.
Massachusetts Municipal Wholesale Electric Company
Maine Public Service Company
Bangor Hydro-Electric Company
Taunton Municipal Lighting Plant Commission

Note: In text that follows the wording which appears between these asterisks (***) is that addition made by the amendment noted in the margin.

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<u>Exhibit No.</u>	<u>Description</u>
1	Ownership Shares to be Made Available to Additional Participants
2	Seabrook Costs (Other Than Site Acquisition Costs) As of April 30, 1973

AGREEMENT FOR JOINT OWNERSHIP, CONSTRUCTION AND OPERATION
OF NEW HAMPSHIRE NUCLEAR UNITS

Agreement made as of the first day of May, 1973, by and between Public Service Company of New Hampshire (PSNH), The United Illuminating Company (UI), Central Maine Power Company (CMP), The Connecticut Light and Power Company (CL&P), Fitchburg Gas and Electric Light Company (Fitchburg), Montaup Electric Company (Montaup), New Bedford Gas and Edison Light Company (New Bedford), New England Power Company (NEPCO), and Vermont Electric Power Company, Inc. (VELCO) (the Original Participants).

The Original Participants are signatories to a Memorandum of Agreement dated as of June 1, 1972, amended by agreement dated as of July 7, 1972 (the Preliminary Agreement) under which they have agreed to participate in the ownership, construction, and operation of two nuclear generating units to be constructed in Seabrook, New Hampshire, or at an alternate site in Litchfield, New Hampshire, and initially scheduled, respectively, for 1979 and 1981 operation (the Units). The unit scheduled for operation in 1979 is hereinafter sometimes referred to as the First Unit, and the unit scheduled for operation in 1981 is hereinafter sometimes referred to as the Second Unit. One of these sites, as designated by PSNH in accordance with paragraph 2, is hereinafter referred to as "the Site". The Preliminary Agreement also provides for participation in ownership of the Units by Additional Participants (as defined therein). As used in this Agreement, the term Participants shall mean the Original Participants and Additional Participants which become parties hereto.

This Agreement sets forth the rights and obligations of the Participants with respect to the ownership, construction, and operation of

the Units.

It is agreed as follows:

1. Description of the Units

The Units shall be two nuclear fueled steam electric generating units each of approximately 1150 MW net capability and will include the main power transformer or transformers and those switching station facilities and connecting cables which are installed at the Site in connection with the two units. The First Unit shall initially be scheduled to commence commercial operation on or about November 1, 1979, and the Second Unit on or about November 1, 1981; provided, however, that PSNH reserves the right to revise the schedules from time to time to reflect actual progress in design, engineering, licensing, procurement, and construction. In order to meet the scheduled 1979 and 1981 commercial operating dates, PSNH presently intends to proceed with AEC license preparation pending receipt of the New Hampshire siting certificate; however, PSNH reserves the right to revise the schedules to reflect a PSNH decision, based on developments in its New Hampshire siting proceeding, to suspend or delay AEC license preparation pending receipt of the New Hampshire siting certificate.

2. Designation of the Site

The Units will be constructed at either the Seabrook site or the Litchfield site, as determined by PSNH. Such determination will be made not later than the time at which the last license or permit required to enable commencement of construction of the Units is obtained on terms satisfactory to PSNH.

The Seabrook site is located westerly of Hampton Harbor in Seabrook, Hampton, and Hampton Falls, New Hampshire, and the Litchfield site

is located on the easterly side of the Merrimack River in Litchfield, New Hampshire.

3. Participation in the Units

3.1 Subject to change in accordance with the provisions of this Agreement, the Units and the Property Interests as defined in paragraph 4.1 of this Agreement will be owned jointly, as tenants in common with undivided interests, by the Original Participants in the following proportions:

PSNH	50.0000%
UI	20.0000
CMP	2.5505
CL&P	11.9776
Fitchburg	.1716
Montaup	1.9064
New Bedford	1.3539
NEPCO	8.9430
VELCO	<u>3.0970</u>
Total	100.0000%

Nothing herein shall be deemed to restrict the right of PSNH or UI to make capacity exchange arrangements on an ownership basis with other Participants which will reduce their Ownership Shares and increase the Ownership Shares of such other Participants.

In accordance with the Preliminary Agreement, the Original Participants agree to make available to the Additional Participants portions of their interests, as set forth in paragraphs 3.2 - 3.4 below.

The proportions in which the Participants shall own the Units and be entitled to their capacity and output, as from time to time established under this Agreement, are herein referred to as the "Ownership Share" or "Ownership Shares".

***Over the Adjustment Periods (as defined below), the Ownership Share of PSNH shall be reduced and (i) the Ownership Shares of Bangor, CMP, Hudson, MMWEC, Montaup, NB and Taunton (herein collectively referred to as the "Initial Transferees") shall be increased by 1.80142%, 1.0%, 0.01957%, 6.00091%*, 1.0%, 2.17390% and 0.13065%, respectively, and (ii) the Ownership Share of each party which shall become an Additional Transferee as provided in clause (e) hereof shall be increased by the percentage Ownership Share specified by such party pursuant to said clause (e) (the Initial Transferees and Additional Transferees being herein referred to as the "Transferees" and the percentage increase of each Transferee being herein referred to as its "New Ownership Share"), as follows: ***

10th
Amend.

*** (a) That portion of amounts incurred while one or more Adjustment Periods are in effect for costs of the Units which would be applicable to the Ownership Share of PSNH in the absence of this provision shall be for all purposes of the Agreement deemed applicable to the Ownership Shares of the Transferees for which such Adjustment Periods are then in effect in the proportion that the New Ownership Share of each such Transferee bears to the aggregate New Ownership Shares of all Transferees for which Adjustment Periods are then in effect; provided, however, that if, at any time while the Adjustment Periods of Bangor, CMP, Fitchburg, Hudson, Montaup and NB are in effect, the Adjustment Period of MMWEC is not in effect, the portion of amounts incurred for such costs which shall be deemed applicable to the Ownership Shares of the above-named Transferees shall be computed as though the Adjustment Periods of MMWEC and Taunton were in effect.

13th
Amend.

*May be slightly more or less, as specified by written notice by MMWEC to PSNH.

For purposes of this provision, the terms "cost" or "costs" shall include the amount invoiced to the Participants, except that in the case of PSNH "cost" shall be the difference between the amounts invoiced to the Participants and the total amount on which such invoices are based. In all cases, "costs" shall be considered to be applicable to a Participant's Ownership Share regardless of whether payment of the invoice has been received by PSNH and shall not include any Participant's allowance for funds used during construction or any equivalent thereof or interest, if any, paid by MMWEC pursuant to clause (f) below.

The Adjustment Period or Adjustment Periods in effect as to any Transferee shall be the period or periods beginning with the Effective Date with respect to each New Ownership Share of such Transferee and ending on the earlier of (i) in the case of a Transferee having another Ownership Share, when that Share has increased by the amount of its New Ownership Share, or (ii) in the case of each other Transferee, when such Transferee's Ownership Share is equal to its New Ownership Share, or (iii) termination of the Project. If the Effective Date of the Adjustment Period of New Hampshire Electric Cooperative, Inc. (NH Coop) has not occurred by January 1, 1981, NH Coop or PSNH may at any time thereafter, by written notice to NH Coop or PSNH, as the case may be, terminate the proposed acquisition of NH Coop's New Ownership Share, in which case NH Coop shall have no further rights or obligations with respect to such New Ownership Share. Such termination shall not affect the other acquisitions contemplated herein. PSNH shall promptly notify the Participants and other Transferees of such termination.

The Effective Date with respect to the New Ownership Shares of Bangor, CMP, Fitchburg, Hudson, Montaup and NB shall be January 31, 1981.

13th
Amend.

Subject to clause (f) below, the Effective Date with respect to the New Ownership Share of MMWEC shall be the last day of the month in which MMWEC shall receive an approval of the Massachusetts Department of Public Utilities of the financing by MMWEC of the acquisition of such New Ownership Share (MDPU Order).

The Effective Date with respect to the New Ownership Share of Taunton shall be the last day of the month in which Taunton shall have received the last of the approvals of the Municipal Lighting Plant Commission of the City of Taunton and the Taunton City Council. If the Effective Date of the Adjustment Period of Taunton has not occurred by June 30, 1981, Taunton shall have no further rights or obligations with respect to such New Ownership Share. No such termination shall affect any other acquisitions of New Ownership Shares contemplated herein.

13th
Amend.

The Effective Date with respect to the New Ownership Share of NH Coop shall remain as provided in the Tenth Amendment, i.e. the last day of the month in which the last of any required regulatory approvals of the type specified in Section 3 of the Seventh Amendment with respect to the acquisition by NH Coop of its New Ownership Share shall have been received and financing of such New Ownership Share shall have been accomplished.

Appeals or other requests for review of any such regulatory approvals shall not stay the Effective Date established in the preceding two paragraphs of this clause (a), unless a stay is issued by the court or other body to which the appeal or request for review is directed.***

*** (b) During any Adjustment Period, the Ownership Share of PSNH and of each of the Transferees shall be that percentage which the aggregate costs then applicable to such Ownership Share under the provisions of this Agreement including the foregoing clause (a) is of the aggregate costs then so applicable to all Participants.

10th
Amend.

(c) The obligation of each Transferee to pay any amount specified in the foregoing clause (a) shall be subject to the condition precedent, at the time such payment is required, that PSNH shall have delivered to the Transferee:

(i) an invoice for the amount of such payment, referring to paragraph 3.1 and showing the total costs otherwise applicable to PSNH's share, on which the Transferee's proportion is computed, and stating that the Adjustment Period has not been terminated pursuant to the foregoing clause (a);

(ii) a certificate or other instrument in recordable form of PSNH confirming the Transferee's adjusted Ownership Share pursuant to the foregoing clause (b) after giving effect to the invoice specified in the preceding subclause (i); and

(iii) such other instruments, certificates, opinions or documents as the Transferee may reasonably request to establish or confirm its interest in the Units, the Property Interests, and related rights and interests in accordance with its adjusted Ownership Share.

(d) At the time that PSNH requests from a Transferee the first payment pursuant to the foregoing clause (a) inserted by the Tenth Amendment to the Agreement, PSNH shall deliver to such Transferee necessary releases, if any, from all trustees under bond indentures to which PSNH is a party or to which any of its assets or properties is subject, and an opinion of counsel for PSNH in form and substance satisfactory to such Transferee to the effect that the Agreement, as amended by the Tenth Amendment to the Agreement, is the valid, legal, and binding agreement of PSNH and will be effective to establish as to each Transferee the full legal right, free and clear of any liens or security interests of mortgages or

10th
Amend.

security agreements of PSNH, to its proportionate share of the Units, Property Interests, and related rights and interests in accordance with its adjusted Ownership Share, in accordance with the provisions of the Agreement.

(e) A Participant may become an Additional Transferee with respect to an increase in its Ownership Share by execution and delivery to PSNH of an agreement to such effect, in the form attached as Exhibit 1 to the offer dated October 11, 1979, of PSNH with respect to the Units, specifying the percentage Ownership Share constituting such increase. If an Initial Transferee has agreed or shall agree to a further increase in its Ownership Share, such further increase shall be deemed a separate New Ownership Share with respect to which such Transferee shall be deemed an Additional Transferee (and not an Initial Transferee).

10th
Amend.

Any other public utility approved by PSNH, whether municipal, cooperative or investor-owned, may become an Additional Transferee by entering into an Agreement with PSNH to such effect in the form attached as Exhibit 2 to the offer dated October 11, 1979, of PSNH with respect to the Units, specifying the percentage Ownership Share it agrees to acquire, and agreeing to become a party to the Agreement and entitled to all rights as a Participant hereunder to the extent of its Ownership Share.***

*** (f) MMWEC shall use its best efforts to complete the first issuance of securities for the financing of its New Ownership Share as promptly as possible after receipt of the MDPU Order. PSNH may, in accordance with the provisions of clause (c)(i) of Paragraph 3.1 of this Agreement, invoice MMWEC for such New Ownership Share as of the first day of the month following the month in which the MDPU Order is received. The amount of any invoice issued to MMWEC pursuant to this clause for its New Ownership Share, together with interest thereon from the date of said invoice to the date of payment at a rate of thirteen percentum (13%) per

13th
Amend

annum until March 31, 1981, and thereafter at the rate equal to the rate at which PSNH has during the period accrued to its allowance for funds used during construction, shall not be due and payable until the first business day following receipt by MMWEC of the proceeds of such initial financing. If, for any reason, MMWEC shall be unable to complete such financing by June 30, 1981, (i) no further invoices shall be issued pursuant to the second sentence of this clause (f), (ii) MMWEC shall be and hereby is released and discharged from any obligations arising under the amendments to Paragraph 3.1 contained in the Thirteenth Amendment to the Agreement, which relate to the Adjustment Period which started on the Effective Date established under clause (a) of Paragraph 3.1, including obligations under the outstanding invoices and such invoices shall be null and void, (iii) the Effective Date of MMWEC's New Ownership Share established in clause (a) of Paragraph 3.1 shall be deemed automatically cancelled and the Effective Date of MMWEC's New Ownership Share shall thereafter be the last day of the month in which MMWEC shall receive the proceeds from the first issuance of securities for such New Ownership Share, and (iv) such portion of the New Ownership Share theretofore acquired by MMWEC shall revert to PSNH; provided, however, that MMWEC shall not thereby be excused from the obligation to use its best efforts thereafter to complete such financing in the manner contemplated by this clause (f).***

3.2 Each Original Participant shall, if and to the extent required by the provisions of paragraphs 3.3 and 3.4, make available to the Additional Participants a portion of its Ownership Share, as set forth in paragraph 3.1. In such event, the Units and the Property Interests will be owned jointly by the Original Participants and any Additional Participants so acquiring Ownership Shares.

13th
Amend.

3.3 The Ownership Shares to be made available to Additional Participants, and the Original Participants' respective obligations to make such Ownership Shares available, are set forth in Exhibit 1 attached hereto and made a part hereof.

3.4 An Additional Participant desiring to participate in ownership of the Units shall, on or before November 30, 1974*, become a party to this Agreement and the Transmission Agreement identified in paragraph 17 of this Agreement by executing copies thereof and shall thereby acquire an Ownership Share in each of the Units equal to its Commitment. At the time of such execution each such Additional Participant shall reimburse each Original Participant by which any portion of its Ownership Share was made available for costs theretofore paid and incurred by such Original Participant under this Agreement in excess of such Original Participant's Ownership Share (as revised), including an "allowance for funds used during construction" at the rate or rates used by such Original Participant from the dates such costs were paid or incurred to the dates of reimbursement by such Additional Participant. Following their acquisition of Ownership Shares and reimbursement of Original Participants, such Additional Participants shall be deemed to be Participants for all purposes of this Agreement.

If an Additional Participant shall not, on or before November 30, 1974*, enter into this agreement and the Transmission Agreement with valid and binding effect on such Additional Participant, it shall no longer have any right to participate in the Units.

4. Conveyance of Property

4.1 Promptly following designation of the Site in accordance with paragraph 2 or June 30, 1974 (whichever is later), PSNH shall arrange

*Date variously changed by Amendments dated May 24, 1974, September 25, 1974 and October 25, 1974; and ultimately extended to January 31, 1975, by Waiver Agreement dated December 26, 1974.

for and complete conveyance to the Participants in their adjusted Ownership Shares in the Units, of title, in fee simple, to that portion of the Site which is designated by PSNH as the First and Second Unit Site (or to such portions of the First and Second Unit Site so designated as have then been acquired), together with such easements, rights, and permissions as may be reasonably required for the construction and operation of the Units, but not including those required for necessary transmission lines. All of the property to be so conveyed (including such portions of the Site and such easements, rights and permissions) are hereinafter referred to as the "Property Interests". However, PSNH shall retain authority to determine activities on the Site so as to permit the Site to qualify as an "exclusion area" for the Units and any other units which may be located on the Site. If any portions of the First and Second Unit Site have not then been acquired, they shall later be conveyed to the Participants when acquired. In designating the First and Second Unit Site, PSNH will include sufficient area to permit (with such easements, rights and permissions) the use of the First and Second Unit Site for the purposes contemplated by this Agreement. In making such easements, rights, and permissions available hereunder, PSNH shall take into account, to the extent it deems practicable, any special requirements of the other Participants' mortgage indentures as to bondable property or otherwise which are brought to the attention of PSNH. The conveyance will be by one or more indentures of co-tenancy and will be subject to any restrictions contained in the underlying deeds and any restrictions or liens resulting from municipal action, but free of any mortgages or attachments. Such conveyance shall be by instruments warranting only against defects in title based on any actions by Properties, Inc., or PSNH during their respective periods of ownership. Each Participant shall have the right to review the titles to the Property Interests. Upon notice by any

Participant to PSNH that there is any defect in the titles to the land comprising the First and Second Unit Site, or any lien or encumbrance with respect thereto, which, in the reasonable opinion of counsel for such Participant, would prevent said land or any improvements thereto from being used as a basis for the issuance of securities by such Participant, PSNH shall use its best efforts in cooperation with such Participant and at the expense of such Participant to eliminate or cure such defect, lien or encumbrance. If any such defect affects more than one Participant, such expenses shall be shared by them in proportion to their Ownership Shares. In no event, however, shall any such defect, lien or encumbrance permit any Participant to delay or reduce payment of its Ownership Share of the price payable for the Property Interests.

4.2 If deemed necessary by PSNH, appropriate easements in the First and Second Unit Site shall be provided to PSNH for transmission facilities by reservation in the conveyance to Participants.

4.3 In consideration for its Ownership Share of the Property Interests each Participant shall upon delivery of the instrument conveying title thereto pay to PSNH, Properties, Inc., and/or UI, as directed by PSNH, such Participant's Ownership Share of that portion of the total Site acquisition costs to PSNH, Properties, Inc., and/or UI to the date of conveyance, including an "allowance for funds used during construction" and property taxes, allocable to the First and Second Unit Site, such total Site acquisition costs being determined in accordance with the Federal Power Commission's Uniform System of Accounts Prescribed for Class A and B Public Utilities and Licensees (the Uniform System). The portion so allocable to the First and Second Unit Site shall be that portion of such total Site acquisition costs as determined by PSNH which is equal to the sum of (1) the

purchase price of the land included in the First and Second Unit Site and (ii) the amount by which such total Site acquisition costs exceed the aggregate purchase price of all the land included in the Site (the costs as of April 30, 1972, of the Seabrook site being itemized in Exhibit 5 to the Preliminary Agreement). Upon delivery of such instrument of conveyance, each Participant shall also evidence full compliance with the provisions of this Agreement by paying, in addition to the amount payable under the first sentence of this paragraph 4.3, all sums then due and payable which are required to be paid by any other provisions of this Agreement or under any contract entered into by or on behalf of each Participant in pursuance of this Agreement.

5. Waiver of Partition

5.1 Each Participant hereby waives any right to partition the Units and the Property Interests or any part thereof (whether by partition in kind or by sale and disposition of the proceeds thereof) so long as the Property Interests are used or useful for an electric generating unit, or for the term set forth in paragraph 31.1, whichever is less, and agrees not to commence during such period any action of any kind seeking any form of partition with respect thereto whether pursuant to a remedy at common law or under any statute and waives the benefit of all laws and decisions, now or hereafter enacted or decided authorizing such partition. The indenture of co-tenancy and each other deed or instrument conveying any title or right to any Participant shall contain an express waiver of any right to partition plus the other provisions of this Agreement or such of them as, in the opinion of counsel for PSNA, should appropriately be recorded in the Registry of Deeds.

6. Relationship of Participants

6.1 The obligations of the Participants are several and not joint. Any intent to create by this Agreement or by any grant, lease or

license related hereto an association, joint venture, trust or partnership or to impose on any Participant trust or partnership rights or obligations is expressly negatived. Except as expressly provided herein, no Participant shall have by virtue of this Agreement or of any such grant, lease or license the right or power to bind any other Participant without its express written consent.

7. Environmental Studies

7.1 Certain environmental studies have been either completed or commenced by PSNH. Those not yet completed shall be completed and PSNH may undertake such additional environmental studies as it deems necessary or desirable in connection with the siting or design of the Units or the securing of any approvals therefor.

8. Design and Construction of the Units

***8.1 PSNH shall have sole responsibility for, and is fully authorized to act for the other Participants with respect to, and shall determine the design, engineering, procurement, installation and all other aspects of the construction of, the Units and of any modifications or additions at any time made to the Units, except as the Participants shall otherwise agree, all in accordance with "Prudent Utility Practice". As used herein, the term "Prudent Utility Practice" shall at a particular time mean any of the practices, methods and acts which, in the exercise of reasonable judgment in the light of the facts known to PSNH at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with licensing and regulatory considerations, environmental considerations, reliability, safety and expedition and taking into account the interests of all Participants. In determining whether any practice, method or act is in accordance with Prudent Utility Practice, due

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consideration shall be given to the fact that the design and other aspects of construction of nuclear electric generating units involve the application of advancing technology and are subject to changing regulatory and environmental requirements. Prudent Utility Practice is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts including those involving the use of new concepts or technology.*** It is expected that the Nuclear Services Division of Yankee Atomic Electric Company will provide engineering and construction supervision, that the architect-engineer will be United Engineers and Constructors, Inc., and that Westinghouse Electric Corporation will supply the nuclear steam supply system and fabrication of initial fuel loading and of several regions of reload fuel. The Participants shall share risks of employee negligence and other risks of construction in accordance with their respective Ownership Shares. During the process of design and construction of the Units or of any modifications or additions thereto, PSNH shall furnish reports, at least quarterly, to all Participants with respect to progress of the project, shall provide each Participant at other times with such other information relating thereto as such Participant reasonably may from time to time request, and shall endeavor to advise all Participants concerning any design decisions which will have a significant adverse effect upon the cost of power from the Units, or upon their reliability or availability, and to consider responses thereto. It is recognized by the Participants that requests and consideration of responses as aforesaid must not be allowed to delay work on the Units to such an extent as to create a material adverse effect on the cost of the Units or the timetable for their completion and that PSNH will have sole discretion in making design and construction decisions.

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9. Execution of Contracts

9.1 The contracts covering design, engineering and construction services and major components of the Units and all other contracts relating to procurement, operation and maintenance of the Units, including contracts for the purchase of materials, equipment, fuel, or services for the Units shall be executed by PSNH acting for itself and as agent on behalf of each of the Participants, shall provide for several and not joint liability in proportion to the Participants' respective Ownership Shares and may provide for separate invoicing to the Participants in accordance with their Ownership Shares; provided, however, that at the request of PSNH, any Participant shall, on its own behalf, execute any of such contracts; and provided further, that the firm or firms responsible for the engineering and construction of the Units may be authorized by PSNH to sign contracts as agent for all Participants. Whether or not a contract is entered into in the name of all Participants, each Participant shall be severally and not jointly responsible for its Ownership Share of all amounts that are payable under or with respect to the contract. No contract contemplated by this paragraph shall provide for retention of title by a supplier to property purchased for the Units after the delivery of the property at the Site. It is understood that PSNH has prior to the date hereof executed in its own name certain contracts relating to the Units, including without limitation contracts with Westinghouse Electric Corporation for the purchase of two nuclear steam supply systems and for nuclear fuel fabrication, and each Participant by its execution hereof agrees at the request of PSNH to accept in writing assignments from PSNH of interests in such contracts proportional to such Participant's Ownership Share, whereupon such Participant shall be severally and not jointly responsible for its Ownership Share of all amounts payable under or with respect to such contracts.

10. Insurance and Liability of Participants

10.1 PSNH is authorized to obtain and maintain, and shall obtain and maintain on behalf of all Participants, policies of liability

and property insurance with respect to ownership of the Property Interests and the construction, ownership, operation, and maintenance of the Units which shall afford protection against the insurable hazards and risks as to which the owners of units of similar size and type customarily maintain insurance, unless PSNH is unable to obtain, or to obtain on reasonable terms, any such insurance or unless Participants having Ownership Shares aggregating at least 80% agree that any such hazard or risk (other than that of nuclear liability) shall not be insured. Such coverage shall include, to the extent available, nuclear liability insurance from NELIA or MAELU, or both, in such form and in such amount as will meet the financial protection requirements of the Atomic Energy Act of 1954, as amended, and an agreement of indemnification as contemplated by Section 170 of said Act. In the event that the nuclear liability protection system contemplated by said Section 170 is repealed or changed, PSNH shall obtain and maintain, to the extent available on reasonable terms, alternate protection against nuclear liability.

It is recognized that the amount of property insurance available to the generating units in a nuclear electric generating station may (as it now is) be subject to an overall site limitation and that if so, PSNH may be unable to obtain all of the property insurance coverage which would otherwise be required by this paragraph. If, as a result of such coverage limitation, the amount of insurance proceeds received on a loss simultaneously affecting one of the Units and one or more other units or other property on the Site is less than the aggregate amount of the insurable loss, the insurance proceeds shall be allocated among the units or other property affected in proportion to the gross investments therein. If the insurance proceeds allocated (or reallocated) to any unit or other property in this manner are in excess of the insurable loss sustained as to it, such excess shall be reallocated in the same manner among the other units or property affected.

In the event PSNH determines that all or a portion of the property insurance for the Units should be provided through a mutual insurance company organized by electric utilities or otherwise, it may, following consultation with the other Participants, require all Participants to become members of such company, subject to their obtaining necessary regulatory approvals.

The premium for the property insurance obtained pursuant hereto shall be allocated among all of the units covered on the basis of the gross investments in the units.

In the event any portion of the insurance contemplated by this paragraph cannot be obtained, or cannot be obtained on reasonable terms, written notice of such fact shall be given to all Participants. ***PSNH shall keep the other Participants informed as to the status of insurance in force. Any Participant may request additional insurance to the extent available, and PSNH shall purchase such requested insurance at the expense of such Participant. The proceeds from such requested insurance shall be disbursed as directed by such Participant.***

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Amend.

Each insurance policy obtained pursuant to this paragraph shall name to the extent of their insurable interests all Participants as insureds, each to the same effect as if separately insured, and shall, if a Participant so requests, include as insureds mortgagees and others holding a security interest in such Participant's undivided interest in the Units; and certificates of insurance for all such policies shall be provided to each Participant upon request.

PSNH shall have authority on behalf of all Participants to settle any loss covered by any policy of insurance obtained pursuant to

this paragraph. ***PSNH shall notify the other Participants of any such loss, and before entering into any such proposed settlement, shall notify the other Participants of such proposed settlement, and shall, to the extent sufficient time is available, provide the other Participants with an opportunity to comment; provided, however, that such right to comment shall not be allowed to delay any settlement or to affect the sole discretion of PSNH in making such settlement.***

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Amend.

10.2 Any uninsured loss, damage, or liability and any expenses arising out of any such loss, damage, or liability shall be borne by the Participants in accordance with their Ownership Shares.

10.3 ***For and in consideration of the fact that PSNH pursuant to this Agreement is undertaking to design, engineer, procure, install, construct, operate and maintain the Units for and on behalf of itself and the other Participants as their respective interests appear without any compensation or charge other than the recovery of PSNH's actual costs and expenses for such service, no *** Participant shall be entitled to recover from PSNH for any damages resulting from error or delay in the design, engineering, procurement, installation, or construction of either of the Units, or for any damage thereto, any curtailment of power, or any other damages of any kind, including consequential damages occurring during the course of the design, engineering, procurement, installation, construction, operation, or maintenance of the Units or otherwise arising out of the performance of this Agreement, unless such damages shall have resulted from a deliberate violation of this Agreement occurring pursuant to authorized corporate action by PSNH.

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Amend

11. Payment of Capital Costs Incurred

11.1 Upon execution of this Agreement each Original Participant shall reimburse PSNH and UI such Original Participant's Ownership Share of the

total amount shown in Column (C) of Exhibit 2 to this Agreement, said amount being the sum of (a) the costs for the period prior to May 1, 1972 shown in Exhibit 4 to the Preliminary Agreement plus (b) the costs for the period May 1, 1972 through April 30, 1973.

Each Participant shall thereafter promptly after receipt of invoices from PSNH, which shall be submitted by PSNH monthly, pay to PSNH its Ownership Share of any amounts incurred by PSNH additional to those reimbursed in accordance with the immediately preceding paragraph, whether incurred prior to the date of this Agreement or thereafter, for all direct and indirect costs (other than those covered by paragraph 4.3) associated with the design and construction of the Units, including but not limited to costs incurred pursuant to paragraphs 7, 8, 10, or 21, or for similar costs incurred by PSNH at any time during the lives of the Units as a result of modifications or additions to the Units, including any costs of removal and reflecting any salvage. Costs for which the Participants are liable pursuant to this paragraph 11 shall be determined in accordance with the Uniform System and shall include all direct and indirect costs reasonably incurred by or on behalf of PSNH with respect to the Units or either of them which are properly chargeable to capital accounts under the Uniform System (or such similar accounts as may hereafter become appropriate) in connection with the design, engineering, procurement, installation, construction, insuring, and licensing of the Units or either of them. Such costs will also include costs incurred by PSNH in improving and developing the Site as required for the Units. Each Participant further agrees, with respect to all contracts for engineering and construction services and components of the Units as to which the Participants are separately invoiced for their Ownership Shares by the contractor or manufacturer, to pay promptly all such invoices properly rendered. Each Participant shall make available to PSNH

upon PSNH's request the Participant's Ownership Share of such amounts as PSNH may reasonably request in order to enable PSNH to make timely payments for costs covered by this paragraph without the necessity of use by PSNH of its own funds to cover other Participants' Ownership Shares of such payments. Any amount remaining unpaid after 15 days following the receipt of invoices or requests under this paragraph shall bear interest thereon from the date of invoice or request at an annual rate of 2% over the lowest interest rate then being charged by The First National Bank of Boston on 90-day commercial loans; *** provided that any Participant which agrees to pay the additional expense, if any, which may be caused to PSNH by its request, may require PSNH to furnish invoices and requests for funds to it 15 days in advance of the schedule followed by PSNH as to other Participants. A Participant which requests that invoices and requests for funds be so furnished to it 15 days in advance shall not be obligated to pay interest in accordance with the preceding sentence unless it fails to pay an invoice within 30 days of its receipt thereof, or fails to provide funds so requested within 30 days of receipt of the request.*** There shall be included in the costs covered by this paragraph amounts equal to the costs of ownership to PSNH and UI (including but not limited to capital costs, including related franchise and income taxes; property taxes; and insurance) of that portion of the Site which is not within the First and Second Unit Site as designated in accordance with paragraph 4.1, which amounts (a) for the period prior to operation of the First Unit shall be all of said costs of ownership and (b) for the period beginning with operation of the First Unit and prior to operation of the Second Unit shall be one-half of said costs of ownership.

5th
Amend.

***As part of the quarterly reporting procedure required by paragraph 8, PSNH shall prepare and provide to each other Participant a cash flow estimate showing by quarters projected construction costs to be shared by the Participants under this Agreement throughout the construction period of the Units. Such cash flow estimate shall be reviewed semiannually and revised as necessary, and copies of any such revision shall be furnished Participants with the next progress report furnished pursuant to paragraph 8. At the beginning of each calendar year or as soon thereafter as is practicable throughout the duration of this Agreement, PSNH shall provide each other Participant with a schedule showing by month the projected costs to be shared by Participants during such calendar year. Throughout the construction period of the Units, such schedule shall be revised for the remainder of the calendar year at approximately mid-year. In addition, each monthly invoice to one of the other Participants throughout the construction period shall include, in addition to the information provided for in the preceding paragraph, an estimate of the amounts of projected construction costs to be shared by Participants during the two months following the one for which the invoice is submitted. All schedules and estimates provided for in this paragraph shall be for informational purposes only, and any inaccuracies or errors therein shall in no way relieve any of the other Participants from the obligation to pay promptly all invoices rendered in accordance with the provisions of this Agreement. ***

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Amend.

***11.2 Within not more than 20 days after receipt of a request from PSNH, each of the following Participants will make an advance payment toward the costs of the Units (in addition to the normal monthly payments made by such Participant), of the amount set forth opposite its name below (which shall be the amount specified in the request):

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Amend.

The United Illuminating Company	\$ 3,000,000
Bangor Hydro-Electric Company	111,747
Central Maine Power Company	765,150
Central Vermont Public Service Corporation	539,130
Fitchburg Gas and Electric Light Company	51,480
Hudson Light and Power Department	5,256
Maine Public Service Company	438,168
Massachusetts Municipal Wholesale Electric Company	1,635,924
Montaup Electric Company	571,920
New Bedford Gas and Edison Light Company	406,170
New England Power Company	3,033,090
Taunton Municipal Lighting Plant	30,102
Vermont Electric Power Company, Inc.	39,780
	<u>\$10,627,917</u>

9th
Amend.

The advance payments shall be credited against costs of the Units applicable to the Ownership Share of such Participant and invoiced or accrued to it commencing *** the earlier of (i) January 1, 1981, or (ii) the Effective Date with respect to the New Ownership Shares of the Initial Transferees specified in paragraph 3.1(a) of the Agreement *** ^{x/} or on such earlier date as PSNH shall specify by written notice to each such Participant; provided, however, that if construction of the Units is suspended or terminated prior to *** the earlier of (i) January 1, 1981, or (ii) the Effective Date with respect to the New Ownership Shares of the Initial Transferees specified in paragraph 3.1(a) of the Agreement *** , such credit shall commence as of the date of such suspension or termination. Such credit shall be in the amount of the advance payment plus interest at the rate specified in paragraph 11.1 of the Agreement from the date of the advance payment to the date of such credit. The amount of the advance payment to be made by each such Participant was arrived at by multiplying twice its Ownership Share at May 31, 1979, times \$15,000,000, except that The United Illuminating Company's advance payment was arrived at by multiplying its Ownership Share at May 31, 1979, times \$15,000,000.***

11th &
12th
Amends.

11th
& 12th
Amend.

9th
Amend.

A/ This date was first changed to July 1, 1980 by the Eleventh Amendment which also provided "except that in the case of The United Illuminating Company said January 1, 1980, date shall not be changed and the advance payments of The United Illuminating Company shall be credited against costs of the Units applicable to its Ownership Share and invoiced or accrued to it commencing January 1, 1980."

***11.3 Within not more than 20 days after receipt of a request from PSNH, each of the following Participants will make an advance payment toward the costs of the Units (in addition to the normal monthly payments made by such Participant and the advance payment heretofore made by such Participant under paragraph 11.2), of the amount set forth opposite its name below (which shall be the amount specified in the request):

Bangor Hydro-Electric Company	\$ 111,747
Central Maine Power Company	765,150
Central Vermont Public Service Corporation	539,130
Fitchburg Gas and Electric Light Company	51,480
Hudson Light and Power Department	5,256
Maine Public Service Company	438,168
Massachusetts Municipal Wholesale Electric Company	1,635,924
Montaup Electric Company	571,920
New Bedford Gas and Edison Light Company	406,170
New England Power Company	3,033,090
Taunton Municipal Lighting Plant	30,102
Vermont Electric Power Company, Inc.	<u>39,780</u>
	\$7,627,917

12th
Amend.

The advance payments shall be credited, together with the advance payments made by such Participants under paragraph 11.2, against costs of the Units applicable to the Ownership Share of such Participant and invoiced or accrued to it commencing on the earlier of (i) January 1, 1981, or (ii) the Effective Date with respect to the New Ownership Shares of the Initial Transferees specified in paragraph 3.1(a) of the Agreement (as amended by the Tenth Amendment to the Agreement); provided, however, that if construction of the Units is suspended or terminated prior to January 1, 1981, such credit shall commence as of the date of such suspension or termination. Each such credit shall be in the amount of the advance payment plus interest at the rate specified in paragraph 11.1 of the Agreement from the date of the advance payment to the date of such credit. All advance payments under paragraph 11.2 shall be credited prior to any of those under this paragraph

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11.4 If the Value of the Trust Estate, as hereinafter defined, under the Collateral Trust Indenture dated as of July 2, 1979, between the Company and The Connecticut Bank and Trust Company, as Trustee, decreases at any time or from time to time to less than 125% of the aggregate amount of the advance payments outstanding from the Participants under paragraphs 11.2 and 11.3, the advance payments shall be credited against costs of the Units applicable to the Ownership Share of each such Participant and thereafter invoiced or accrued to it, until the Value of the Trust Estate equals or exceeds 125% of the aggregate advance payments under paragraphs 11.2 and 11.3 not so credited. Each such credit shall include interest on the advance payment so credited at the rate specified in paragraph 11.1 of the Agreement from the date of the advance payment to the date of such credit. All advance payments under paragraph 11.2 shall be credited prior to any of those under paragraph 11.3. Such credit shall be apportioned among Participants according to the size of the advance payment of each Participant. The term "Value of the Trust Estate" as of any date shall mean (i) the number of pounds of U_3O_8 included in the Trust Estate multiplied by the dollar price per pound of U_3O_8 as quoted under the caption of "Exchange Value" in the Nuclear Exchange Corporation's most recently published Monthly Report to the Nuclear Industry plus (ii) the aggregate number of dollars, if any, expended in connection with the conversion of such pounds of U_3O_8 into UF_6 . ***

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Amend.

***11.5 Notwithstanding the provisions of paragraph 11.2 of the Agreement to the contrary, advance payments made pursuant thereto shall be credited against the costs of the Units applicable to the Ownership Shares of Bangor, CMP, CVPS, Fitchburg, Hudson, MPSC, Montaup, NB, Taunton and VEC commencing on the earlier of June 1, 1981 or the first day of the month following the month in which MMWEC shall receive the proceeds from the first issuance of securities to finance its increased Ownership Share provided in Paragraph 3.1 of the Agreement and in the case of

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Amend.

costs applicable to MMWEC on the earlier of June 1, 1981 or the first business day following receipt by MMWEC of the proceeds of such initial financing; provided, however, that if construction of the Units is suspended or terminated prior to such date, such credit shall commence as of the date of such suspension or termination. Interest at the rate specified in Paragraph 11.1 of the Agreement shall continue to accrue on such advance payments until the day of such credit.***

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Amend

12. Operation and Maintenance of the Units

12.1 Subject to paragraph 16.1 with respect to power pool operation, PSNH shall have sole responsibility for, and is fully authorized to act for the other Participants with respect to, operation and maintenance of the Units (which shall include but not be limited to replacements, repairs and fuel procurement) in accordance with *** Prudent Utility Practice (as defined in paragraph 8.1)*** for the benefit of all Participants, the objectives being to operate the Units as efficiently, economically and reliably as feasible. The Participants shall share risks of employee negligence and other risks of operation and maintenance in accordance with their respective Ownership Shares. In furtherance of such responsibility PSNH shall select, hire and control such personnel as are required, which personnel shall be employees solely of PSNH unless otherwise determined by PSNH upon notice to the other Participants. PSNH shall keep all Participants reasonably informed with respect to operation and maintenance of the Units and insofar as feasible consistently with the stated objectives shall consult with all Participants with respect to all significant decisions prior to making such decisions except (a) in emergency situations and (b) to the extent that such decisions relate to maintenance and dispatch of the Units in accordance with the provisions of a power pool agreement, as set forth in paragraph 16.1; provided, however, that such consultation shall not be allowed to delay work on any phase of operation or maintenance or in any way to limit the sole discretion

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Amend.

of PSNH in making such decisions. To facilitate such procedures each Participant shall from time to time designate one person and an alternate therefor who shall represent the Participant for purposes of such consultations and reports. After the Units are placed in commercial operation, PSNH shall furnish reports at least quarterly to all Participants with respect to the operation and maintenance of the Units and shall at other times furnish such information relating thereto as the Participants may reasonably request.

13. Payment of Operation and Maintenance Expenses;
Inventories and Fuel

13.1 The Participants shall share in the expenses of operating and maintaining the Units, in accordance with their Ownership Shares. Expenses to be so shared shall include all costs and expenses with respect to the Units reasonably incurred and properly chargeable to the Units under the Uniform System (or such similar accounts as may hereafter become appropriate). Without limiting the generality of the foregoing, such costs and expenses shall include (i) a properly allocated portion of PSNH administrative and general expense, *** (ii) all costs of PSNH of keeping accounting and other records, of furnishing accounts, reports and other information with respect to the Units and of audits pursuant to paragraph 14, and (iii) all costs of staffing, testing, and starting up the Units which are not capitalized. Notwithstanding the foregoing, PSNH may elect to segregate, and to require the Participants to share per capita, any portion of such costs of keeping accounting and other records, of furnishing accounts, reports and other information and of audits, as are incurred on a per capita basis.***

5th
Amend.

13.2 Costs of capital, franchise and income taxes, and property, business, occupation and like taxes, of each Participant shall be borne entirely by such Participant, and such items, as well as depreciation, amortization, and allowance for funds used during construction, shall not

be deemed expenses of operating and maintaining the Units for the purposes of this paragraph 13, except that there shall be included as such expenses, amounts equal to the product of (i) the costs of ownership to PSNH and UI (including but not limited to capital costs, including related franchise and income taxes; property taxes; and insurance) of that portion of the Site not included within the First and Second Unit Site or occupied by any other generating unit in operation or under construction, which costs of ownership (a) for the period beginning with operation of the First Unit and prior to operation of the Second Unit shall be one-half of said costs and (b) for the period after operation of the Second Unit begins shall be all of said costs, multiplied by (ii) the ratio of the actual or expected net capabilities of the Units to the sum of the actual or expected net capabilities of all of the units in service or under construction on the Site at any time during such period.

13.3 PSNH may request all Participants to execute contracts for nuclear fuel or for other expenses related to the operation and maintenance of the Units, which contracts shall provide for several and not joint liability in proportion to their Ownership Shares and may provide for separate invoicing to the Participants in proportion to their Ownership Shares, and all Participants agree to pay promptly any such invoices properly rendered. PSNH will submit to each Participant a monthly statement in reasonable detail showing all costs not so invoiced separately together with additional costs incurred by PSNH in purchasing and maintaining at appropriate levels inventories of nuclear fuel (to the extent such fuel is not leased) and materials and supplies, said inventories being deemed at all times to be owned by Participants in their Ownership Shares and credit for the use thereof to be appropriately applied. Such monthly statement may also include such amount as PSNH may reasonably request in order to enable PSNH to make timely payments for costs covered by this paragraph 13 without necessity of use by PSNH of its own funds to cover other Participant's Ownership Shares

of such payments. Each Participant shall pay its Ownership Share of such monthly statement within fifteen days of receipt of such statement, and any amount set forth in such statement (including the amount of any funds so requested to be provided) which is not paid by the end of such fifteen day period shall bear interest from the date of such statement at an annual rate of 2% over the lowest interest rate then being charged by The First National Bank of Boston on 90-day commercial loans; *** provided that any Participant which agrees to pay the additional expense, if any, which may be caused to PSNH by its request, may require PSNH to furnish monthly statements to it 15 days in advance of the schedule followed by PSNH as to other Participants. A Participant which requests that monthly statements be so furnished to it 15 days in advance shall not be obligated to pay interest in accordance with the preceding sentence unless it fails to pay a statement within 30 days of its receipt thereof. ***

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Amend

13.4 PSNH shall have sole responsibility for, and is fully authorized to act for the other Participants with respect to, the procurement of nuclear fuel and purchasing and maintaining at appropriate levels inventories of materials, supplies and spare parts required for the operation and maintenance of the Units, and with respect to arranging for the storage, transportation, disposition and/or reprocessing of irradiated nuclear fuel and for the disposition or use of reprocessed material.

In discharging its responsibility and so acting with respect to the procurement, disposition and reprocessing of nuclear fuel, PSNH shall have the authority to determine the basis on which fuel will be procured and, subject to the terms of this Agreement, to purchase or lease uranium, plutonium or other fuel materials in an enriched or unenriched form, to arrange for the enrichment or processing of fuel materials, to arrange for

fuel design and fabrication, or to purchase or lease fabricated fuel, and generally to make several and not joint long or short-term commitments on behalf of each of the Participants with respect to any phase of nuclear fuel procurement, disposition and reprocessing; *** provided, however, that PSNH, in addition to any other notice herein required, shall keep the other Participants informed, insofar as practicable, of the means by which it intends to finance nuclear fuel requirements for the foreseeable future.***

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Amend.

Unless arrangements are made for the leasing of nuclear fuel for the Units or other special joint fuel financing arrangements are made, all such fuel, materials, supplies and spare parts for the Units shall be deemed to be owned by the Participants in their Ownership Shares.

If PSNH determines that fuel materials or nuclear fuel should be obtained on a lease basis, or that other special joint fuel financing arrangements should be made, it shall have the authority to enter into such a lease or other arrangement on behalf of the Participants, containing such terms, conditions and provisions as PSNH may deem appropriate, but in any event providing for several and not joint liability. Before entering into any such lease or other arrangement, however, PSNH shall notify each of the other Participants of the action to be taken and shall provide them an opportunity to comment on it, provided that any such comment shall not affect the sole discretion of PSNH to determine whether to go forward with such lease or other arrangement. If, within ten days of its receipt of such a notification or with such longer period as may be specified by PSNH in such notification, any Participant notifies PSNH that it may not legally participate in the lease or other arrangement without the prior approval of a regulatory body or for any other reason, such Participant shall not be obligated to participate in such arrangement so long as such disability continues, but PSNH may (but shall not be required to, elect:

- (i) to increase the percentage participation of PSNH in the lease or other arrangement by a percentage equal to such Participant's Ownership Share in which case such Participant shall be obligated to pay, as an operating cost, to PSNH each month an amount equal to the increase in the costs to PSNH resulting from such election; or
- (ii) to cause such Participant to enter into another arrangement for the financing of its Ownership Share of the fuel, such arrangement to be one chosen by such Participant but subject to review and approval by PSNH insofar as it may conflict with or adversely affect the negotiation or implementation of the proposed lease or other arrangement for the balance of the fuel; or
- (iii) to require such Participant to use its best efforts to obtain any such prior approval of a regulatory body as it may require or to take such other reasonable action as may be necessary to permit it to participate legally in the arrangement; provided, that nothing herein shall be deemed to require such Participant to discharge or eliminate any security outstanding on the date of this Agreement if to do so would substantially adversely affect such Participant.

Upon the request of PSNH, all Participants shall themselves enter into any such lease or other joint arrangement.

14. Right to Audit

14.1 *** PSNH shall keep complete and accurate accounts of all receipts and expenditures hereunder, in accordance with the Uniform System of Accounts prescribed for Class A and B Public Utilities and Licensees by the Federal Power Commission as amended from time to time (or such similar accounts as may hereafter become appropriate).*** At least annually PSNH shall account to all Participants in such form as the Participants reasonably request for all expenses incurred in the design, construction, operation, and maintenance of the Units. Any reasonable requests by a Participant for an additional accounting in a different form required by it shall also be granted to the extent practicable but shall be at the expense of such

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Amend

Participant. With reasonable frequency and not less often than annually, upon the reasonable request of a majority in interest of the Participants other than PSNH, PSNH shall make its accounts and records available at its offices at reasonable times for examination, at the expense of the Participants requesting the audit, by an independent certified public accountant or other representative designated by a majority in interest of the Participants other than PSNH requesting the audit.

15. Entitlements

15.1 Each Participant shall be entitled to its Ownership Share of the installed capacity, available capacity and hourly generation of each of the Units. All deliveries of power shall be made to Participants and metered at the low side of the station transformer. Each Participant shall be responsible for all transformer and transmission losses incurred with respect to transformation and deliveries of energy for it beyond the point at which the Units are metered. Subject to the restrictions on transfer of Ownership Shares contained in paragraph 23 and to paragraph 25, any Participant shall be free to sell all or any part of its entitlements in the Units upon such terms and to such parties as it may choose.

16. Dispatch of Units

16.1 The Units shall be maintained and dispatched in accordance with the provisions of the New England Power Pool Agreement as in effect from time to time, or the provisions of such other power pool agreement as may supersede it, so long as PSNH is a party to such Agreement. If no such agreement is in effect, the Units shall be maintained and dispatched in accordance with the schedule determined to be appropriate by PSNH in its sole discretion, after consultation with the other Participants, it being the intention to meet to the extent reasonably possible, the requirements and desires of all Participants.

17. Transmission of Power

17.1 Arrangement for transmission of its entitlement from the Units will be the responsibility of each Participant. However, this provision shall not in any respect limit any Participant's rights under the terms of the New England Power Pool Agreement or any power pool agreement which may supersede it.

17.2 Except as may otherwise be mutually agreed by the Participants, the following transmission facilities to be constructed, owned, and operated by PSNH and NEPCO will be deemed to be associated with both of the Units if the Units are constructed at the Seabrook site, and the fixed and operating costs related to them will be borne by PSNH, UI, and the other Participants in the Units in proportion to their Ownership Shares in the Units:

345 KV Line, including terminal facilities - Seabrook to Scobie S/S

345 KV Line, including terminal facilities - Seabrook to Tewksbury

345 KV Line, including terminal facilities - Seabrook to Newington

In the event the Units are constructed at the Litchfield site, PSNH will designate the transmission facilities to be associated with the Units and supported by all Participants. Such determination will be consistent with any uniform policy which may then have been adopted by the NEPOOL participants covering the designation of transmission facilities to be treated as associated with particular generating units. The rights and obligations of the Participants under this paragraph 17.2 are defined and set forth in a separate agreement which shall be executed by each Participant contemporaneously with its execution of this Agreement.

18. Agreements - Delay in Commercial Operation Date

18.1 PSNH and UI (for purposes of this paragraph, the "lead participants" for the Units) previously signed agreements dated as of August 7, 1972, with the lead participants for the Connecticut nuclear unit, which agreements were intended to be signed also by the lead participant for the Pilgrim 2 Unit and to provide for (1) the sharing of additional capacity made necessary by delay of the scheduled commercial operation of either of said units or the Units (the "Additional Capacity Agreement") and (2) the temporary reallocation of capacity in the event of such delay of either of said units or the Units (the "Reallocation Agreement"). Copies of the Additional Capacity Agreement and the Reallocation Agreement have been furnished to each Participant. The Additional Capacity Agreement and the Reallocation Agreement are currently being revised both to reflect a new scheduled in-service date for the Pilgrim 2 Unit and to acknowledge that no Participant making capacity available to others in accordance with the Reallocation Agreement should be required as a result thereof to pay a Capability Responsibility deficiency charge under Section 9.4(d) of the NEPOOL Agreement on the amount of capacity so made available and to provide that the signatories to, and the other entities which become bound by, the Reallocation Agreement shall take all appropriate action in the NEPOOL Management Committee to obtain appropriate waivers of the Capability Responsibility deficiency charge in such circumstances. Each Participant understands that PSNH and UI expect to sign the Additional Capacity Agreement and the Reallocation Agreement, revised as aforesaid, and by its execution of this Agreement expressly agrees that upon such signing by PSNH and UI it will be deemed hereby to have expressly assumed all the respective obligations imposed on joint ownership participants in the Units by, and that it will thereupon be bound by, the Additional Capacity Agreement and the Reallocation Agreement, as so revised, in accordance with the terms thereof as if such Participant had executed such Agreements.

19. Destruction, Damage, or Condemnation of Units

19.1 If either during construction or after completion of construction of either of the Units all or substantially all of either or both of the Units or that portion constructed shall be destroyed, damaged or condemned, PSNH may elect to repair, restore or reconstruct such Unit or Units to its or their former character and use or to such character and use as PSNH may then determine to be appropriate; and, in any such case, each Participant shall pay its Ownership Share of the costs thereof after due credit for any net salvage or insurance proceeds realized. Although the sole responsibility and authority for making any such election shall rest with PSNH, it shall, upon request, consult with any Participant concerning the repair, restoration or reconstruction of such Unit or Units, provided, however, that any such request or consultation shall not be allowed to delay work on repair, restoration or reconstruction of such Unit or Units or to affect the sole discretion of PSNH in making such election.

In the event that less than substantially all of either or both of the Units or that portion constructed is destroyed, damaged, or condemned, and such destruction, damage or condemnation does not preclude prompt completion of construction or repair, restoration or reconstruction of such Unit or Units, PSNH shall proceed with steps required to effect completion of construction or repair, restoration or reconstruction of such Unit or Units and each Participant shall pay its Ownership Share of the costs thereof after due credit for any net salvage or insurance proceeds realized, unless Participants having at least 80% of the Ownership Shares elect that such completion of construction or repair, restoration or reconstruction should not be effected.

19.3 If under either paragraph 19.1 or paragraph 19.2 the election is made not to repair, restore or reconstruct the Unit or Units, each Participant shall pay its Ownership Share of any costs or expenses

incurred by PSNH in the shutdown, demolition or disposal of the Unit or Units and the provisions of paragraph 24 with respect to conveyance of the Property Interests shall be applicable.

20. Other Uses of the Site

20.1 Participants recognize that units in addition to the Units may be constructed and operated on other portions of the Site and that in connection therewith it may be necessary or desirable to relocate or modify some of the facilities constructed in connection with the Units. In the event of such occurrence, PSNH may, subject to the obtaining by each Participant of any necessary regulatory approvals and mortgage indenture releases (which each Participant agrees to use its best efforts to obtain), make such relocations and modifications provided they are accomplished without cost to the Participants, other than PSNH and the participants in any such additional unit, as provided in paragraph 20.2 below. It is further recognized that in the event of construction of additional units on the Site it may be necessary or desirable to provide for joint use by the Units and one or more other units of parts of the First and Second Unit Site, certain interests in land, and certain facilities constructed in connection with the Units such as the administration and service buildings, the cooling water intake and discharge facilities, the fuel handling facilities, the station transformer, and switching facilities. Such joint use shall be permitted, subject to the obtaining by each Participant of any necessary regulatory approvals and mortgage indenture releases (which each Participant agrees to use its best efforts to obtain), and the Participants shall execute such documents as may reasonably be required to accomplish such purpose, if arrangements are made to reimburse the Participants on an equitable basis for their investment in any facilities or land or interests in land to be jointly used and provided such joint use is accomplished without

cost to the Participants, other than PSNH and the participants in any such additional unit, as provided in paragraph 20.2 below.

No Participant (other than PSNH and UI) shall have any right as a result of its ownership of the Units and the Property Interests to participate in the ownership of any additional unit on the Site.

20.2 PSNH agrees that if the construction, operation or maintenance of additional units on the Site requires relocation or modification of, or results in an increase in the fixed, operation or maintenance costs of, the Units or results in an increase in the Participants' system power costs because of the unavailability or reduced availability of the Units or either of them, neither the costs of such relocations or modifications nor such increases in fixed operation, maintenance or system power costs shall be borne by the Participants.

20.3 In the event PSNH determines that any portion of the Property Interests, or any interest therein, is not needed for operation of the Units, it may provide for the conveyance of such portion to itself or to any other purchaser for a fair and reasonable price and establish the terms and conditions for such conveyance. ***Subject to obtaining necessary regulatory approvals and mortgage indenture releases where applicable (which each Participant agrees to use its best efforts to obtain), each Participant shall execute and deliver any deed or other instrument necessary to convey, free and clear of all liens and encumbrances other than (i) those which existed at the time of conveyance to such Participant, (ii) liens securing taxes or other governmental charges, the payment of which is not yet delinquent, and (iii) liens and encumbrances caused by the acts or omissions of PSNH, such portion of the Property Interests or any interest therein determined by PSNH not to be necessary for the operation of the Units, and

upon such conveyance by it each Participant shall receive its Ownership Share of the price, less any related expenses.***

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21. Approvals of Regulatory Agencies

21.1 PSNH shall proceed, and is fully authorized to act on behalf of all Participants, to use its best efforts to obtain all approvals or permits from regulatory agencies required for construction and operation of the Units, and all Participants shall cooperate as reasonably requested in such process. Each Participant shall be responsible for securing any approvals required for its participation in the Units and for any actions required by it pursuant to applicable statutes and governmental regulations, including but not limited to actions under the laws of The State of New Hampshire in order for such Participant to carry on such activities, if any, in New Hampshire as may be required in accordance with this Agreement.

22. Conveyance of Security Interests or in Trust

22.1 Each Participant shall have, without need for consent from or prior offer to any other Participant, the right at any time and from time to time to convey any form of security interest including a mortgage of, or to convey to a trustee or trustees as security for its present or future bonds or obligations or securities, its Ownership Share of the Property Interests and the Units. ***Any such conveyance shall be subject to all the terms and conditions of this Agreement, except that agreements herein limiting the amount of, or means of determining, the consideration to be paid to a Participant for its right, title and interest in any property conveyed by it or on its behalf pursuant to paragraphs 19.3, 20.1, 20.3, 24.5 or 25.2(d) of this Agreement shall not be controlling in determining such property's value for any purposes of any mortgage indenture or other security instrument to which it is subject.*** Subject to such terms and conditions, any such

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trustee or trustees, mortgagee or holder of a security interest, any successor or assign thereof, and any receiver or trustee in bankruptcy, reorganization or receivership of a Participant may, without need for consent of any other Participant, succeed to and acquire all rights of a Participant pursuant to this Agreement. No such conveyance permitted by this paragraph shall involve an interest in only one of the Units or different interests in the First Unit and the Second Unit; provided, however, that this sentence shall not be deemed to prohibit a Participant's creation of a security interest in particular nuclear fuel.

23. Rights re Transfer of Ownership Shares

23.1 Except as contemplated by paragraph 3 and as provided in this paragraph and paragraphs 22 and 25, no Participant shall sell or transfer any portion of its Ownership Share of the Units or the Property Interests. Subject to the provisions of paragraph 32.5, any Participant may at any time sell all or any portion of its Ownership Share of the Property Interests and the Units to any entity which is engaged in the electric utility business in New England, but no such sale shall be made unless PSNH and UI have (and in the event (i) of an offer of sale by either PSNH or UI to which the other does not respond with an offer to purchase or (ii) of an offer of sale by a Participant other than PSNH or UI to which neither PSNH nor UI responds with an offer to purchase, then all other Participants) have first been afforded in writing an opportunity to purchase the interest involved separately or in the aggregate on equal or better terms than those of the offer of sale and have declined such opportunity. ***Any writing . . . Participants pursuant to this paragraph shall specify the interest offered, the proposed terms and conditions of the sale, and the date not less than eight months from the date of the writing when it is proposed to consummate the sale. Failure by any Participant within two months of the date of the writing to respond

in writing with an offer to purchase the interest involved shall be deemed a declination of the offer of sale by such Participant.*** In the event that (i) both PSNH and UI fail to offer to purchase or (ii) either PSNH or UI offers to sell and the other fails to offer to purchase and such an offer of sale results in offers by more than one Participant to purchase the interest, such interest shall be apportioned in accordance with the Ownership Shares of the Participants making offers or in such other manner as the purchasing Participants agree. In the event an offer of sale results in offers by both PSNH and UI to purchase the interest, such interest shall be apportioned between them in accordance with their respective Ownership Shares, or in such other manner as they may agree. Any Participant may ***transfer all or part of its Ownership Share or any right to acquire an increased or revised Ownership Share (a) to a wholly-owned subsidiary; or (b) to another company in the same holding company system or a construction trust or similar entity for the benefit of the transferor or another company in the same holding company system,*** provided, that transfers by VELCO shall be permitted only as set forth below in this paragraph 23.1; or (c) in connection with a merger, consolidation or acquisition of substantially all of the properties or all of the generating facilities of a Participant; and VELCO may, prior to September 30, 1974,*transfer to Central Vermont Public Service Corporation a portion of VELCO's Ownership Share equal to 1.7971% and/or to Green Mountain Power Corporation a portion of VELCO's Ownership Share equal to 1.1673%, subject in each case to the obligation of any assignee to make available to the Additional Participants, in the same manner as VELCO is obligated to do hereunder, a portion of its Ownership Share equal to the ratio of its Ownership Share to the original Ownership Share of VELCO (3.0970%) multiplied by the Ownership Share which VELCO would have been obligated to

*Date extended to September 30, 1974 by Second Amendment dated June 21, 1974.

make available to the Additional Participants hereunder as set forth in Exhibit 1 attached hereto; and either PSNH or UI may, prior to the time of transfer of title in accordance with paragraph 4.1 hereof, transfer a portion of its Ownership Share as part of a capacity exchange on an ownership basis with another Participant. Neither any transfer permitted by the preceding sentence, nor any transfer contemplated by paragraph 3.2, paragraph 22, or paragraph 25 hereof, shall be subject to the foregoing right of refusal. Any transfer of any portion of an Ownership Share shall be made expressly subject to all provisions of this Agreement. No such conveyance permitted by this paragraph shall involve an interest in only one of the Units or different interests in the First Unit and the Second Unit.

24. Termination, Suspension, or Shutdown of Project

24.1 The Project may be terminated, in the sole discretion of PSNH, upon a determination by PSNH that it is not practical to proceed with the Project as planned because of site development problems, licensing problems, or the inability to obtain adequate regulatory approvals and the Project may be terminated by mutual agreement for any reason. In the event of such termination prior to commencement of construction of the Units, each Participant shall bear its Ownership Share of all costs to such time and of all costs resulting from the termination.

24.2 If at any time after commencement of construction or operation of either of the Units, PSNH determines that continued construction or operation is not in the best interests of the Participants, PSNH may terminate or suspend construction or shut down the Unit or Units for a brief or extended period or permanently, as appropriate.

24.3 If, after the commencement of construction of the First Unit, construction is at any time terminated or suspended for any reason, each

Participant shall bear its Ownership Share of all costs to such time and of all costs resulting from the termination or suspension, and in the event of a suspension, shall again bear its Ownership Share of the costs of construction when construction is resumed.

24.4 If, at any time after either of the Units is placed in operation, PSNH determines that such Unit should be shut down for any period or permanently, each Participant shall bear its Ownership Share of the shutdown costs, including all costs incurred during the shutdown period, and if deemed necessary by PSNH, the net costs of the total or partial demolition and disposal of such Unit and its nuclear fuel.

24.5 Before making any determination that such termination of the Project, termination of construction or shutdown of the Units or either of them should be effected, PSNH shall provide the other Participants with a reasonable opportunity to comment on the proposed course of action. ***In the event PSNH determines to take any such action, Participants other than PSNH shall convey, free and clear of all liens and encumbrances other than (i) those which existed at the time of conveyance to such Participant, (ii) liens securing taxes or other governmental charges, the payment of which is not yet delinquent, and (iii) liens and encumbrances caused by the acts or omissions of PSNH, to PSNH or its nominee, but only upon the request of PSNH and at its sole election, all right, title and interest in the Units, the Property Interests and any property and rights resulting from payments made pursuant to paragraph 11, and PSNH shall pay to them their Ownership Shares of the then full market value of the total of the Property Interests and such property and rights.*** Such obligation to convey shall be subject to the receipt of necessary regulatory approvals and mortgage indenture releases, if applicable (which each Participant agrees to use its best efforts to obtain).

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25. Defaults by Participants

25.1 In the event of default by any Participant in any obligation pursuant to this Agreement the remaining Participants, or any of them, shall be free to invoke such remedies at law or in equity as may be deemed appropriate, subject to the arbitration provision set forth in paragraph 26 hereof. No default in the performance of any obligation other than an obligation to make any payment hereunder which the Participant may legally make shall be deemed to exist if such default is the result of an "uncontrollable force". The term "uncontrollable force" as used herein shall mean storm, flood, lightning, earthquake, fire, explosion, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor disturbance, sabotage, war, national emergency, restraint by court or public authority, or other causes beyond the control of the affected Participant, which such Participant could not reasonably have been expected to avoid by exercise of due diligence and foresight. Any Participant affected by an uncontrollable force shall use due diligence to place itself in a position to fulfill its obligations hereunder and if unable to fulfill any obligation by reason of an uncontrollable force such Participant shall exercise due diligence to remove such disability with reasonable dispatch. In the event that any Participant other than PSNH shall fail to make when due any payment required by this Agreement or under any contract relating to the construction, operation or maintenance of the Units or the support of their associated transmission facilities entered into pursuant to this Agreement and payable either to PSNH or to any third party not a signatory to this Agreement, and in addition to any other rights which it may have, PSNH shall have the right in its sole discretion to make such payment and PSNH shall, upon making such payment, be entitled to recover the amount of such payment from such

defaulting Participant together with interest from the date of payment by PSNH to the date of reimbursement at an annual rate of 2% over the lowest interest rate then being charged by The First National Bank of Boston on 90-day commercial loans.

25.2 If a default by a Participant other than PSNH or UI (the "defaulting Participant") in any obligation under this Agreement has continued for more than five months *** after written notice of such default has been given to the defaulting Participant by PSNH,*** PSNH may, in lieu of any other rights or remedies that it may have against the defaulting Participant by reason of the default, by written notice to the defaulting Participant with copies to all other Participants, terminate all rights of the defaulting Participant under this Agreement on the date specified in such notice, which date shall not be less than thirty days after the giving of such notice. | 5th Amend.

Upon the effectiveness of such termination,

(a) The defaulting Participant shall cease to have any rights in the capacity and output of the Units or any rights under this Agreement except as set forth in this paragraph 25.2.

(b) PSNH shall succeed to all the defaulting Participant's rights, under all contracts, leases and other instruments relating to the Units, including this Agreement;

(c) The defaulting Participant shall pay to PSNH all amounts then owed by the defaulting Participant under the terms of this Agreement with interest thereon at the rate specified in paragraph 25.1, and the amount of any legal or other expenses incurred by PSNH in connection with such default or the termination of the defaulting Participant's rights under this Agreement, and, in addition, as liquidated damages, an amount equal to 25% of the lesser of (i) the defaulting Participant's net investment (as determined in accordance with the Uniform System, if applicable to the Participant, or, if not so applicable, in a manner consistent with the

principles of the Uniform System) at the effectiveness of such termination in the Units, the Property Interests and the fuel and operating inventories for the Units, or *** (ii) the then fair market value of said defaulting Participant's Ownership Share in the Units, Property Interests and such fuel and inventories (without giving effect to the defaulting Participant's loss of its rights in the capacity and output of the Units pursuant to paragraph 25.2(a) above.*** Such amount of liquidated damages is agreed by the Participants to be a fair and reasonable approximation of the additional damages which will result to PSNH upon the breach of this Agreement by any other Participant, which damages cannot more accurately be determined by any other method due to the duration of this Agreement and the uncertainty which necessarily exists at the date of this Agreement with respect to the costs associated with the Units and to other pertinent factors, considering the protection afforded to PSNH by the provisions of paragraph 25.2(d) hereof.

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(d) *** Subject to obtaining necessary regulatory approvals and mortgage indenture releases where applicable (which the defaulting Participant agrees to use its best efforts to obtain promptly), the defaulting Participant shall convey, transfer and assign to PSNH or its designees (in such proportions as it may designate), free and clear of all liens and encumbrances other than (i) those which existed at the time of conveyance to such Participant, (ii) liens securing taxes or other governmental charges, the payment of which is not yet delinquent, and (iii) liens and encumbrances caused by the acts or omissions of PSNH, all its right, title and interest in the Units, the Property Interests and the fuel and operating inventories for the Units and all contracts, leases or other instruments relating to the Units.*** Upon the completion of such conveyance, transfer and assignment, PSNH shall pay to the defaulting Participant an amount equal to the lesser of (i) the defaulting Participant's net investment (as determined according to the method described in sub-paragraph (c) above) at the effectiveness of such termination in the

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Units, the Property Interests and the fuel and operating inventories for the Units or ~~***~~(ii) the then fair market value of said defaulting Participant's Ownership Share in the Units, Property Interests and such fuel and inventories (without giving effect to the defaulting Participant's loss of its rights in the capacity and output of the Units pursuant to paragraph 25.2(a) above~~***~~, less (iii) all amounts owed to PSNH pursuant to the terms of sub-paragraph (c) above. If the amount required to be deducted under clause (iii) of the preceding sentence is greater than the lesser of the amounts described in clauses (i) and (ii), the defaulting Participant shall remain liable for the deficiency.

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***Notwithstanding any provision hereof to the contrary, a Participant shall not be deemed to be in default if (A) such Participant fails to pay its Ownership Share of the cost of a capital item, as hereinafter defined, which such Participant determines after good faith investigation of all reasonable alternatives can be financed only by the issuance of bonds or other securities, and (B) (i) if such Participant is a municipal corporation, such issuance requires the approval of the voters, town meeting members or city council of such municipality and is disapproved by such voters, town meeting members or city council despite the best efforts of such Participant or (ii) in the case of both a Participant which is a municipal corporation and any other Participant, such issuance requires such authorization by a state legislature and such authorization is not granted despite the best efforts of such Participant, and (C) such Participant tenders to PSNH within five months (or such longer period as may be fixed by written agreement of the Participant and PSNH) after the initial payment with respect to the cost of such capital item has been requested, a good and sufficient deed conveying to PSNH, free and clear of all liens and encumbrances, other than (i) those which existed at

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the time of conveyance to such Participant, (ii) liens securing taxes or other governmental charges, the payment of which is not delinquent, and (iii) liens and encumbrances caused by the acts or omissions of PSNH, the portion of the Participant's Ownership Share in the Units determined in accordance with the formula specified below. (Such deed shall be completed by the insertion of the percentage conveyed when the amount of the reduction is finally determinable.) If the foregoing conditions are met PSNH shall undertake the payment of the share of the cost of such capital item which such Participant would otherwise have been obligated to pay, such Participant shall not be obligated to pay such share and shall not be deemed in default hereunder by reason of its failure to make such payment, and the Ownership Share of such Participant shall be reduced in accordance with the following formula:

$$S_r = S_o \frac{(V - (1.25 \times A))}{V}$$

where:

- V = The lesser of (i) such Participant's unadjusted Ownership Share of the estimated fair market value of the Units, the Property Interests and the fuel and operating inventories for the Units after addition of such capital item, or (ii) such Participant's net investment as determined in accordance with the Uniform System of Accounts prescribed for Class A and B Public Utilities and Licensees by the Federal Power Commission as amended from time to time (or such similar accounts as may hereafter become appropriate) in the Units, the Property Interests and the fuel and operating inventories for the Units plus such Participant's unadjusted Ownership Share of the cost of the capital item (as finally determined on the basis of the costs to PSNH.)
- A = Such Participant's unadjusted Ownership Share of the cost of the capital item which such Participant is unable to pay including interest as provided in paragraph 11.1 on any part of such cost already billed.
- S_o = Such Participant's Ownership Share prior to nonpayment.

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S_r = Such Participant's reduced Ownership Share.

"Cost of a (or the) capital item" means (i) costs (other than costs for which the Participants are individually responsible of the type described in paragraph 13.2) incurred under this Agreement for design, engineering, procurement, installation, and construction of the Units, including costs incurred with respect to the acquisition of the Site, in excess of the estimated aggregate of such costs, which estimated aggregate of such costs for purposes of this provision is \$1,075,000,000; (ii) costs (other than costs for which the Participants are individually responsible of the type described in paragraph 13.2) incurred under this Agreement with respect to renewals, replacements, modifications, additions, extensions, betterments and improvements of the Units, whether elective, pursuant to regulatory law, or otherwise; and (iii) costs (other than costs for which the Participants are individually responsible of the type described in paragraph 13.2) incurred under this Agreement with respect to any completion, repair, restoration or reconstruction of the Units pursuant to the terms of paragraph 19 hereof, in excess of any proceeds of insurance or award upon condemnation available therefor. The costs required to be incurred in connection with the termination, shutdown, demolition or disposal of the Units shall not constitute "cost of a capital item", and the provisions of this paragraph shall not be applicable to a failure to pay such costs.***

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25.3 Failure by a Participant to insist on any occasion upon strict performance of any provision of this Agreement or to take advantage of any rights hereunder shall not be construed as a waiver thereof and no waiver of any provision of this Agreement shall be effective unless in writing and executed by Participants having at least 80% of the Ownership Shares.

26. Arbitration

26.1 Any dispute among the Participants with respect to this Agreement shall be submitted to arbitration on the request of a Participant. Copies of any such request shall be served on all Participants and it shall specify the issue or issues in dispute and summarize the Participant's claim with respect thereto. Within ten days after receipt of such a request authorized representatives of all Participants shall confer and attempt to agree upon appointment of a single arbitrator. If such agreement is not

accomplished, any Participant may request the American Arbitration Association to appoint an arbitrator in accordance with its Commercial Arbitration Rules, which rules shall govern the conduct of the arbitration in the absence of contrary agreement by all Participants. The arbitrator shall conduct a hearing in Manchester, New Hampshire, and within thirty days thereafter, unless such time is extended by agreement of all Participants, shall notify the Participants in writing of his decision, stating his reasons for such decision and listing his findings of fact and conclusions of law. The arbitrator shall not have power to amend or add to this Agreement, except as provided in paragraph 29 hereof. Subject to such limitation, the decision of the arbitrator shall be final and binding on all Participants except that any Participant may petition a court of competent jurisdiction for review of errors of law. The decision of the arbitrator shall determine and specify how the expenses of the arbitration shall be allocated among the Participants.

27. Notices

27.1 ***Any notice, demand, or request to any Participant pursuant to any provision of this Agreement shall be made in writing and shall be delivered either in person, by prepaid telegram, or by registered or certified mail to an officer, official, or agent of the Participant at such Participant's principal office or place of business or to such officer, official, or agent of the Participant, and at such address, as may be designated from time to time by such Participant by written notice to the other Participants. If no such designation by written notice shall have been made by a Participant, such Participant shall be deemed to have designated such officer, official, or agent as shall have executed the most recent amendment or addendum to this Agreement and such address as shall be shown thereon.***

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28. Severability of Provisions

28.1 A holding by any court having jurisdiction that any provision of this Agreement is invalid shall not result in invalidation of the entire Agreement, but all remaining terms shall remain in full force and effect.

29. Amendment

29.1 This Agreement may be amended from time to time by agreement in writing executed by Participants having Ownership Shares aggregating at least 80% with binding effect on all Participants; provided that no such amendment shall operate to change the Ownership Share of a Participant or its right to submit disputes to arbitration in accordance with paragraph 26, without the express consent of such Participant; and provided further that without the express consent of all Participants no such amendment shall operate (a) to reduce the aforesaid percentage of the Ownership Shares required to agree to an amendment, or (b) to make the relative rights and obligations of any Participant differ in any respect from the rights and obligations of any other Participant, or (c) to change substantially (i) the description of the Units set forth in paragraph 1, (ii) the form of ownership thereof as set forth in paragraph 3, (iii) the relationship of the Participants as set forth in paragraph 6, or (iv) the nature of costs and expenses to be shared by the Participants as set forth in paragraphs 11, 13, 17, 19, and 24.

In the event any provision of this Agreement is determined to be invalid under or in conflict with any applicable statute or any regulation or order of any regulatory agency having jurisdiction, or is in conflict with any provisions of any electric power pooling agreement to which Participants owning at least 80% of the Unit are signatories, the

Participants shall, unless they unanimously agree that no amendment is necessary, attempt by negotiation in good faith to agree upon an amendment of this Agreement which eliminates such invalidity or conflict while at the same time permitting the accomplishment of the objectives hereof to the greatest extent possible. In the event that agreement on an amendment cannot be reached by Participants having Ownership Shares aggregating at least 80% the matter shall be submitted to arbitration in accordance with paragraph 26.1 hereof and for this purpose only the arbitrator shall have the power to amend or add to this Agreement.

30. Applicable Law

30.1 This Agreement is made under and shall be governed by the law of The State of New Hampshire.

31. Term

31.1 This Agreement shall remain in full force and effect for the lesser of (i) the full useful lives of the Units, or of any replacement or reconstruction thereof pursuant to paragraph 19 hereof, or (ii) the period of ninety-nine years from the date of execution; provided, however, that in the event it shall be found that the Rule against Perpetuities applies, no transfer, conveyance or offering of any interest in the Units or the Property Interests shall be required to be made, and no option or right of refusal or declination with respect to any such transfer, conveyance or offering may be exercised under any provision of this Agreement later than twenty-one years after the death of the last to survive of the following persons living at the date of this Agreement: Elizabeth A. Tallman, child of William C. Tallman of Bedford; Deborah L. Adams, Stephen P. Adams, and Sally Anne Adams, children of William A. Adams, Jr., of Manchester; Christina J. Anderson, grandchild of David N. Merrill of Candia; Ian B. MacDermott, Derek A. MacDermott, Kimberly S.

MacDermott, Joshua E. T. Foster, Shawn A. Foster, and Samantha J. Foster, grandchildren of Eliot Priest of Manchester; MaryAnne Sinville and Donald E. Sinville, Jr., children of Donald E. Sinville of Manchester; and David R. Harrison, Gregory J. Harrison, Marie E. Harrison, and Thomas G. Harrison, children of Robert J. Harrison of Manchester; all of the State of New Hampshire; and provided, further that, notwithstanding the expiration of the term of this Agreement, the provisions of this Agreement shall continue in effect after such expiration to the extent necessary to permit full effect to be given to paragraph 24.

32. Miscellaneous

32.1 Each Participant shall, upon request of another Participant, execute and deliver any document reasonably required to implement any provision hereof.

32.2 A Participant shall not have the right to challenge any bill, invoice or statement, invoke arbitration of the same or bring any court or administrative action of any kind questioning the propriety of the same after a period of eighteen months from the date it is rendered. In the case of a bill, invoice or statement containing estimates, a Participant shall not have the right to challenge its accuracy after a period of eighteen months from the date it is adjusted to reflect the actual amounts due.

32.3 If it becomes necessary to estimate charges, any item billed on an estimated basis shall be paid when rendered. An adjustment will be made to the extent appropriate after the actual amount of the estimated item has been determined.

32.4 This Agreement shall be binding on successors and assigns of each Participant and, insofar as permitted by law, on any receiver or trustee in bankruptcy, receivership, or reorganization of any Participant.

32.5 No assignment or transfer of any interest by any Participant except in accordance with paragraph 3.2 hereof or the third from last sentence of paragraph 23.1 shall relieve it of any of its obligations hereunder absent express release by the remaining Participants, but PSNH is authorized, on behalf of all Participants, and agrees to grant such an express release with respect to any transfer contemplated by the first refusal provision of paragraph 23 hereof upon the furnishing to PSNH of reasonable assurance that the financial ability of the assignee or transferee is substantially as satisfactory as that of the Participant involved and that such assignee or transferee has met, or can reasonably be expected to meet prior to the time of issuance of a construction permit for the Units, the financial qualification requirements of the Atomic Energy Act of 1954. In the event of any transfer in accordance with paragraph 3.2 or the third from last sentence of paragraph 23.1 hereof, each Participant shall be deemed to have granted to the Participant making such transfer its express release from all obligations under this Agreement to the extent of the interest transferred except obligations outstanding at the time of such transfer whether or not due.

32.6 Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as an original and as if all of the parties to all of the counterparts had signed the same Agreement.

32.7 Except to the extent that the Preliminary Agreement or any exhibit thereto is specifically referred to herein and except to the extent that the continued applicability of any other agreement is specifically

recognized herein, this Agreement shall constitute the entire understanding between the Participants, superseding any and all previous understandings pertaining to the subject matter contained herein.

***32.8 References. The following shorthand references may have been or may be employed with respect to the named Participants, Initial Transferees, Additional Transferees, or Transferees as the same may be from time to time referenced in the Agreement:

Public Service Company of New Hampshire	PSNH
The United Illuminating Company	UI
Bangor Hydro-Electric Company	Bangor
Central Maine Power Company	CMP
Central Vermont Public Service Corporation	CVPS
The Connecticut Light and Power Company	CL&P
Fitchburg Gas and Electric Light Company	Fitchburg
Green Mountain Power Corporation	GMP
Hudson Light and Power Department	Hudson
Maine Public Service Company	MPSC
Massachusetts Municipal Wholesale Electric Company	MMWEC
Montaup Electric Company	Montaup
New Bedford Gas and Edison Light Company	NB
New England Power Company	NEP
Taunton Municipal Lighting Plant	Taunton
Vermont Electric Cooperative, Inc.	VEC
Vermont Electric Power Company, Inc.	VELCO

13th
Amend.

provided, however, that any shorthand reference shall be for that purpose only and shall not otherwise control or affect the operation or interpretation of any of the provisions of the Agreement.***

***33. Certain Agreements Concerning Construction of the Units

33.1 Financing of Costs. Each Participant will use its reasonable best efforts, subject to regulatory requirements, to finance its Ownership Share of the costs of completing in a timely manner construction of the Units. If at any time a Participant (a "Delinquent Participant") should determine that it cannot pay its Ownership Share of current construction costs, it will notify the other Participants in writing, in as timely a manner as possible. One or more of the remaining Participants may then, after

6th
Amend.

timely notice to all Participants, make on behalf of the Delinquent Participant advances for all or part of the monthly payments due from the Delinquent Participant. In the event two or more Participants give notice of an intent to make advances aggregating more than the monthly payments due from the Delinquent Participant, the right to make such advances shall be apportioned between them in accordance with their respective Ownership Shares, or in such other manner as they may agree. If within 5 months after it becomes delinquent in its payment of current construction costs, the Delinquent Participant fails to recommence its payments, and repay the advances plus interest at the rate specified in paragraph 11.1 of the Agreement from the date of the advance to the date of repayment, then, at the option of each Participant which has made advances, (a) its Ownership Share shall be increased and that of the Delinquent Participant decreased, so that the Ownership Share of each is in the proportion which the aggregate costs paid by it (including said advances) bears to the total costs applicable to all Participants, or (b) it shall be credited with the amount of its advances against payments which would otherwise be due from such Participant thereafter on account of its existing Ownership Share. Such changes in Ownership Shares shall take effect when all regulatory approvals therefor are received, and the Participants agree to use their best efforts to obtain such approvals promptly.

6th
Amend.

33.2 Termination or Suspension of Construction or Operation.

Notwithstanding any other provision of this Agreement, PSNH will not terminate the Project, suspend construction for an extended period, or defer the scheduled dates of commercial operation of either of the Units, except (a) with the written agreement of Participants (including PSNH) having Ownership Shares aggregating at least 75%, or (b) unless such action is required by any law, regulation, or order of any governmental body or agency or by reason of an emergency, requirements of public safety or health, or other similar causes.***

IN WITNESS WHEREOF, Public Service Company of New Hampshire, The United Illuminating Company, Central Maine Power Company, The Connecticut Light and Power Company, Fitchburg Gas and Electric Light Company, Montaup Electric Company, New Bedford Gas and Edison Light Company, New England Power Company, and Vermont Electric Power Company, Inc., have caused this Agreement to be signed by their respective authorized officers and their respective corporate seals to be affixed hereto as of the date first above written.

Witnesses:

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

s/ C. D. Campbell

By s/ W. C. Tallman (Seal)
W. C. Tallman
Its President

THE UNITED ILLUMINATING COMPANY

s/ Elsie M. Shanley

By s/ Angus N. Gordon, Jr. (Seal)
Angus N. Gordon, Jr.
Its President

CENTRAL MAINE POWER COMPANY

s/ Geraldine Downer

By s/ E. W. Thurlow (Seal)
Its President

THE CONNECTICUT LIGHT AND POWER COMPANY

s/ F. L. Kinney

By s/ A. E. Wallace (Seal)
Its President

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

s/ Bruce R. Garlick

By s/ Howard W. Evirs, Jr. (Seal)
Its President

MONTAUP ELECTRIC COMPANY

s/ H. A. Murphy

By s/ John F. G. Eichorn, Jr. (Seal)
Its President

NEW BEDFORD GAS AND EDISON LIGHT COMPANY

s/ M. E. Fallon
Assistant Clerk

By s/ G. E. Anderson (Seal)
Its Financial Vice President

NEW ENGLAND POWER COMPANY

s/ Patrick J. Kenny

By s/ James E. Tribble (Seal)
Its Vice President

VERMONT ELECTRIC POWER COMPANY, INC.

s/ Byron O. McCoy

By s/ James E. Griffin (Seal)
Its President

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this 9th day of August, 1973, by W. C. Tallman, President of Public Service Company of New Hampshire, a New Hampshire corporation, on behalf of the corporation.

s/ Ralph H. Wood

(Seal)

My Com. Exp. 7/17/78

State of Connecticut
County of New Haven

The foregoing instrument was acknowledged before me this 5th day of June, 1973, by Angus N. Gordon, Jr., President of The United Illuminating Company, a Connecticut corporation, on behalf of the corporation.

s/ Richard F. Skinner

(Seal)

State of Maine
County of Kennebec

The foregoing instrument was acknowledged before me this 12th day of June, 1973, by Elwin W. Thurlow, President of Central Maine Power Company, a Maine corporation, on behalf of the corporation.

s/ Seward B. Brewster

(Seal)

Seward B. Brewster

Notary Public

My Commission Expires March 12, 1976

State of Connecticut
County of Hartford

The foregoing instrument was acknowledged before me this 3rd day of July, 1973, by A. E. Wallace, President of The Connecticut Light and Power Company, a Connecticut corporation, on behalf of the corporation.

s/ Francis L. Kinney (Seal)
Francis L. Kinney
Notary Public
My commission expires April 1, 1976

State of Massachusetts
County of Suffolk

The foregoing instrument was acknowledged before me this 5th day of July, 1973, by Howard W. Evers, Jr., President of Fitchburg Gas and Electric Light Company, a Massachusetts corporation, on behalf of the corporation.

s/ John F. Brassell, Jr. (Seal)

State of Massachusetts
County of Suffolk

The foregoing instrument was acknowledged before me this 7th day of June, 1973, by John F. G. Eichorn, Jr., President of Montaup Electric Company, a Massachusetts corporation, on behalf of the corporation.

s/ William F. O'Connor (Seal)
Notary Public
My Commission Expires May 27, 1977

State of Massachusetts
County of Middlesex

The foregoing instrument was acknowledged before me this 12th day of June, 1973, by G. E. Anderson, Financial Vice President of New Bedford Gas and Edison Light Company, a Massachusetts corporation, on behalf of the corporation.

Richard M. McMorrow
Notary Public
My Commission Expires July 5, 1979

s/ Richard M. McMorrow (Seal)

State of Massachusetts
County of Worcester

The foregoing instrument was acknowledged before me this 26 day of June, 1973, by James E. Tribble, Vice President of New England Power Company, a Massachusetts corporation, on behalf of the corporation.

s/ Robert King Wulff (Seal)

State of Vermont
County of Rutland

The foregoing instrument was acknowledged before me this 11th day of June, 1973, by James E. Griffin, President of Vermont Electric Power Company, Inc., a Vermont corporation, on behalf of the corporation.

s/ Olga G. Laird (Seal)
Notary Public

A. Ownership Shares to be Made Available to Additional Participants

<u>Additional Participant</u>	<u>Ownership Share (%)</u>	<u>To Be Made Available By (%)</u>
Ashburnham Municipal Light Plant	.01195	NEPCO..... .01176 Other Participants.... .00019
Holyoke Gas & Electric Dept.	.09946	Other Participants.... .09946
Hudson Light and Power Dept.	.05780	NEPCO..... .01391 Other Participants.... .04389
Hull Municipal Lighting Plant	.01345	NEPCO..... .01345
Marblehead Municipal Light Dept.	.05560	NEPCO..... .05439 Other Participants.... .00126
Middleborough Gas & Elec. Dept.	.05598	Montaup..... .05489 Other Participants.... .00109
Middleton Municipal Light Dept.	.02563	NEPCO..... .02515 Other Participants.... .00048
North Attleborough Elec. Dept.	.03648	NEPCO..... .03568 Other Participants.... .00080
Templeton Municipal Lighting Plant	.03023	NEPCO..... .03023
Burlington (Vt.) Elec. Light Dept.	.22175	Other Participants.... .22175
Eastern Maine Elec. Coop., Inc.	.00256	Other Participants.... .00256
South Norwalk (Conn.) Elec. Works	.00855	CL&P..... .00855
N. E. Electric Coop., Inc.	2.41542	PSNH..... 2.41542

B. Aggregate Ownership Shares of Original Participants
to be Made Available to Additional Participants

<u>Original Participants</u>	<u>Ownership Shares To Be Made Available (%)</u>
Central Maine Power Company	.03159
The Connecticut Light and Power Co.	.15687
Fitchburg Gas and Electric Light Co.	.00212
Montaup Electric Company	.07849
New Bedford Gas and Edison Light Co.	.01676
New England Power Company	.29531
Vermont Electric Power Co., Inc.	.03835
Public Service Company of New Hampshire	2.41542

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
SEABROOK COSTS (OTHER THAN SITE ACQUISITION COSTS)
AS OF APRIL 30, 1973

(COSTS OF PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
AND THE UNITED ILLUMINATING COMPANY)

	Col. (A)	Col. (B)	Col. (C)
	Prior to <u>May 1, 1972</u>	May 1, 1972 to <u>April 30, 1973</u>	<u>Total</u>
Costs Incurred	\$1,036,920	\$3,796,795	\$4,833,715
Allowance for Funds Used	<u>166,887</u>	<u>189,362</u>	<u>356,249</u>
Total	\$1,203,807	\$3,986,157	\$5,189,964

Note:

Costs incurred prior to May 1, 1972 shown in Column (A) are as set forth in Exhibit 4 to the Preliminary Agreement.

5/1/73

FIFTH AMENDMENT TO AGREEMENT FOR JOINT OWNERSHIP,
CONSTRUCTION AND OPERATION OF NEW HAMPSHIRE NUCLEAR UNITS

This Amendatory Agreement made as of the 31st day of January, 1975, by and among Public Service Company of New Hampshire (PSNH), The United Illuminating Company (UI), Central Maine Power Company (CMP), Central Vermont Public Service Corporation (CVPS), The Connecticut Light and Power Company (CL&P), Fitchburg Gas and Electric Light Company (Fitchburg), Green Mountain Power Corporation (GMP), Montaup Electric Company (Montaup), New Bedford Gas and Edison Light Company (New Bedford), New England Power Company (NEPCO), and Vermont Electric Power Company, Inc. (VELCO) (the Participants),

2. Effective Date.

This Amendatory Agreement and the amendments expressed in Section 1 hereof shall become effective in accordance with paragraph 29 of the Agreement at such time as counterparts of this instrument have been executed by all Participants.

(Fifth Amendment became effective January 31, 1975)

SIXTH AMENDMENT TO AGREEMENT FOR JOINT OWNERSHIP
CONSTRUCTION AND OPERATION OF NEW HAMPSHIRE NUCLEAR UNITS

This Amendatory Agreement made as of the 18th day of April, 1979, by and among Public Service Company of New Hampshire (PSNH), The United Illuminating Company (UI), Bangor Hydro-Electric Company (Bangor), Central Maine Power Company (CMP), Central Vermont Public Service Corporation (CVPS), The Connecticut Light and Power Company (CL&P), Fitchburg Gas and Electric Light Company (Fitchburg), Hudson Light and Power Department (Hudson), Maine Public Service Company (MPC), Massachusetts Municipal Wholesale Electric Company (MMWEC), Montaup Electric Company (Montaup), New Bedford Gas and Edison Light Company (NB), New England Power Company (NEP), Taunton Municipal Lighting Plant (Taunton), and Vermont Electric Power Company, Inc. (VELCO) (the Participants),

. . . .

6. Effective Date of this Sixth Amendment.

When counterparts of this Amendment have been executed by Participants having Ownership Shares aggregating at least 80%, this Amendatory Agreement shall become effective in accordance with paragraph 29 of the Agreement.

(Sixth Amendment became effective April 18, 1979)

4/19/79

SEVENTH AMENDMENT TO AGREEMENT FOR JOINT OWNERSHIP,
CONSTRUCTION AND OPERATION OF NEW HAMPSHIRE NUCLEAR UNITS

This Amendatory Agreement made as of the 18th day of April, 1979, by and among Public Service Company of New Hampshire (PSNH), The United Illuminating Company (UI), Bangor Hydro-Electric Company (Bangor), Central Maine Power Company (CMP), Central Vermont Public Service Corporation (CVPS), The Connecticut Light and Power Company (CL&P), Fitchburg Gas and Electric Light Company (Fitchburg), Green Mountain Power Corporation (GMP), Hudson Light and Power Department (Hudson), Maine Public Service Company (MPC), Massachusetts Municipal Wholesale Electric Company (MMWEC), Montaup Electric Company (Montaup), New Bedford Gas and Edison Light Company (NB), New England Power Company (NEP), ~~and Taunton Municipal Lighting Plant~~ ^{and Vermont Electric Power Company, Inc. (VELCO)} (Taunton) (the Participants).

WITNESSETH THAT:

WHEREAS, GMP was a party to the Joint Ownership, Construction and Operation Agreement made as of May 1, 1973 with respect to the New Hampshire Nuclear Units, as heretofore amended by the agreements dated May 24, 1974; June 21, 1974; September 25, 1974; October 25, 1974; January 31, 1975 and April 18, 1979 (the Agreement) and GMP desires hereby to again become a party to the Agreement; and the other Participants are all parties to the Agreement, CVPS having become such party by virtue of a transfer from VELCO, and Bangor, Hudson, MPC, MMWEC and Taunton having become such parties by virtue of transfers from CL&P pursuant to paragraphs 3.4 or 23 of the Agreement; and

...WHEREAS, the Participants desire to effect, in accordance with paragraph 29 of the Agreement, the amendment to the Agreement hereinafter set forth;

NOW, THEREFORE, the Participants agree as follows:

1. Amendment.

The Agreement is hereby amended in the following respect:

Paragraph 3.1, p. 3.

The following new paragraphs are inserted after the third paragraph.

"Over the Adjustment Period (as defined below), the Ownership Share of PSNH shall be reduced to 28% and the Ownership Shares of Bangor, CMP, CVPS, GMP, Hudson, MMWEC, Montaup, NB and Taunton (herein collectively referred to as the "Transferees") shall be increased by 1.80142%, 1.0%, 1.0%, 1.0%, 0.01957%, 13.87446%, ~~1.0%~~ 2.17390% and 0.13065%, respectively, as follows:

"(a) That portion of amounts incurred during the Adjustment Period for costs of the Units which would be applicable to the Ownership Share of PSNH in the absence of this provision shall for all purposes of the Agreement be deemed applicable to the Ownership Shares of the Transferees in the following proportions:

Bangor	8.183%
CMP	4.545
CVPS	4.545
GMP	4.545
Hudson	.080
MMWEC	63.06
Montaup	4.545
NB	9.380
Taunton	.591

100.000%

"For purposes of this provision, the terms 'cost' or 'costs' shall include the amount invoiced to the Participants, except that in the case of PSNH 'costs' shall be the difference between the amounts invoiced to the Participants and the total amount on which such invoices are based. In all cases, 'costs' shall be considered to be applicable to a Participant's Ownership Share regardless of whether payment of the invoice has been received by PSNH and shall not include any Participant's allowance for funds used during construction or any equivalent thereof.

"The Adjustment Period shall be the period beginning on the Effective Date of the Seventh Amendment to the Agreement, and ending the earliest of (i) when the Transferees' Ownership Shares have increased by the amounts stated immediately preceding this clause (i), or (ii) termination of the Project.

"(b) During the Adjustment Period, the Ownership Share of PSNH and of each of the Transferees shall be that percentage which the aggregate costs then applicable to such Ownership Share under the provisions of this Agreement including the foregoing clause (a) is of the aggregate costs then so applicable to all Participants.

"(c) The obligation of each Transferee to pay any amount specified in the foregoing clause (a) shall be subject to the condition precedent, at the time such payment is required, that PSNH shall have delivered to the Transferee:

g.f.
"(i) an invoice for the amount of such payment, referring to paragraph 3.1 and showing the total costs otherwise applicable to PSNH's share, on which the Transferee's proportion is computed and stating that the Adjustment Period has not been terminated pursuant to the foregoing clause; (a)

"(ii) a certificate or other instrument in recordable form of PSNH confirming the Transferee's adjusted Ownership Share pursuant to the foregoing clause (b) after giving effect to the invoice specified in the preceding subclause (i); and

"(iii) such other instruments, certificates, opinions, or documents as the Transferee may reasonably request to establish or confirm its interest in the Units, the Property Interest, and related property and rights in accordance with its adjusted Ownership Share.

"(d) At the time that PSNH requests from the Transferees the first payment pursuant to the foregoing clause (a) inserted by the Seventh Amendment to the Agreement, PSNH shall deliver to each of the Participants necessary releases, if any, from all trustees under bond indentures to which PSNH is a party or to which any of its assets or properties is subject, and an opinion of counsel for PSNH in form and substance satisfactory to the Transferees to the effect that the Agreement, as amended by the Seventh Amendment to the Agreement, is the valid, legal, and binding agreement of PSNH and will be effective to establish as to each Transferee the full legal right, free and clear of any liens or security interests of mortgages or security agreements of PSNH, to its proportionate share of the Units, Property Interests, and related rights and interests in accordance with its adjusted Ownership Share, in accordance with the provisions of the Agreement."

2. GMP Agreement.

By causing this Seventh Amendment to be signed by its authorized officer and affixing its corporate seal hereto, Green Mountain Power

Corporation hereby becomes a party to the Agreement subject to all obligations and entitled to all rights as a Participant thereunder to the extent of its Ownership Share.

3. Effective Date.

When counterparts of this instrument have been executed by all the Transferees and by Participants under the Agreement (including Transferees) having Ownership Shares aggregating at least 80%, this Amendatory Agreement and the amendment expressed in Section 1 hereof shall become effective in accordance with paragraph 29 of the Agreement on the last day of the month in which the last of the following has been received:

(a) Approval by the Nuclear Regulatory Commission of an amendment to the construction permits for the Seabrook nuclear project to reflect the changes in Ownership Shares described herein;

(b) Approval by the New Hampshire Public Utilities Commission of the change in the Ownership Share of PSNH;

(c) Approval by the Massachusetts Department of Public Utilities of the increase in the Ownership Shares of Montaup and NB;

(d) Approval by the Massachusetts Department of Public Utilities of the financing by MMWEC of the increase in the Ownership Share of MMWEC and the first issuance of securities for that financing;

(e) Approvals of the Municipal Lighting Plant Commission of the City of Taunton, the Taunton City Council, and approval of the Massachusetts Energy Siting Council (if needed) and the requisite municipal authorities of Hudson of the increase in the Ownership Shares of Taunton and Hudson, respectively, provided, however, that if either Taunton or Hudson, or both, shall fail to obtain all such approvals on or before October 1, 1979, MMWEC shall automatically succeed to the rights and obligations under this Amendatory Agreement of, and replace hereunder, whichever of them has so failed and the sole approval required under this clause (e) shall be the approval of the Massachusetts Department of Public Utilities of the financing by MMWEC of the additional increase in Ownership Share which results therefrom; and

as to such increase as to which approval was not obtained

and the first issuance of securities for first financing

(1) Approval, if needed, by the Vermont Public Service Board of the increase of the Ownership Shares of CVPS and GMP.

Appeals or other requests for review of any of the approvals and releases under (a) through (f) above shall not stay the effectiveness hereof unless a stay is issued by the court or other body to which the appeal or request for review is directed.

PSNH and the Transferees shall use their respective best efforts to pursue, obtain and assure the continued validity of the approvals under (a) through (f) above which apply to their respective rights and obligations hereunder.

3. Applicable Law.

This Amendatory Agreement is made under and shall be governed by the laws of the State of New Hampshire.

4. Execution in Counterparts.

Any number of counterparts of this Amendatory Agreement may be executed and each shall have the same force and effect as an original and as if all the parties to all of the counterparts had signed the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be signed by an authorized officer and its respective seal to be affixed hereto on the date indicated but as of the date first above written.

Witnesses:

PUBLIC SERVICE COMPANY OF
NEW HAMPSHIRE

By _____ (Seal)
Its

Date _____

State of New Hampshire
County of Hillsborough

The foregoing instrument was acknowledged before me this
day of _____, 1979, by W. C. Tallman, President of Public
Service Company of New Hampshire, a New Hampshire corporation, on
behalf of the corporation.

(Seal)

THE UNITED ILLUMINATING COMPANY

By _____ (Seal)

Its

Date _____

State of Connecticut
County of New Haven

The foregoing instrument was acknowledged before me this
day of _____, 1979, by _____ of The
United Illuminating Company, a Connecticut corporation, on behalf
of the corporation.

(Seal)

BANGOR HYDRO-ELECTRIC COMPANY

By _____ (Seal)
Its
Date _____

State of Maine
County of Penobscott

The foregoing instrument was acknowledged before me this day
of , 1979, by of Bangor
Hydro-Electric Company, a Maine corporation, on behalf of the corpo-
ration.

(Seal)

CENTRAL MAINE POWER COMPANY

By _____ (Seal)
Its
Date _____

State of Maine
County of Kennebec

The foregoing instrument was acknowledged before me this day
of , 1979, by of Central
Maine Power Company, a Maine corporation, on behalf of the corporation.

(Seal)

CENTRAL VERMONT PUBLIC SERVICE
CORPORATION

By _____ (Seal)

Its

Date _____

State of Vermont
County of Rutland

The foregoing instrument was acknowledged before me this day of _____, 1979, by _____ of Central Vermont Public Service Corporation, a Vermont corporation, on behalf of the corporation.

_____ (Seal)

THE CONNECTICUT LIGHT AND POWER
COMPANY

By _____ (Seal)

Its

Date _____

State of Connecticut
County of Hartford

The foregoing instrument was acknowledged before me this day of 1979, of The Connecticut Light and Power Company, a Connecticut corporation, on behalf of the corporation.

(Seal)

FITCHBURG GAS AND ELECTRIC LIGHT
COMPANY

By _____ (Seal)

Its

Date _____

Commonwealth of Massachusetts
County of Worcester

The foregoing instrument was acknowledged before me this day
of , 1979, by of Fitchburg
Gas and Electric Light Company, a Massachusetts corporation, on behalf
of the corporation.

(Seal)

HUDSON LIGHT AND POWER DEPARTMENT

By _____ (Seal)

Its

Date _____

Commonwealth of Massachusetts
County of Middlesex

The foregoing instrument was acknowledged before me this day
of , 1979, by of Hudson
Light and Power Department, an agency of a Massachusetts municipal
corporation, on behalf of the corporation.

(Seal)

MAINE PUBLIC SERVICE COMPANY

By _____ (Seal)

Its

Date _____

State of Maine
County of Aroostook

The foregoing instrument was acknowledged before me this day
of _____, 1979, by _____ of Maine
Public Service Company, a Maine corporation, on behalf of the corpo-
ration.

(Seal)

MASSACHUSETTS MUNICIPAL WHOLESALE
ELECTRIC COMPANY

By _____ (Seal)

Its

Date _____

Commonwealth of Massachusetts
County of Hampden

The foregoing instrument was acknowledged before me this day
of _____, 1979, by _____ of
Massachusetts Municipal Wholesale Electric Company, a Massachusetts
corporation, on behalf of the corporation.

(Seal)

MONTAUP ELECTRIC COMPANY

Andrew M. Wood

By John F. G. Eckhart, Jr. (Seal)
Its President

Date April 20, 1979

Commonwealth of Massachusetts
County of Suffolk

The foregoing instrument was acknowledged before me this 20th day of April, 1979, by John F. G. Eckhart, Jr., President of Montaup Electric Company, a Massachusetts corporation, on behalf of the corporation.

William F. Eckhart (Seal)
My Commission expires May 18, 1984

NEW BEDFORD GAS AND EDISON LIGHT
COMPANY

By _____ (Seal)
Its _____
Date _____

Commonwealth of Massachusetts
County of Middlesex

The foregoing instrument was acknowledged before me this _____ day of _____, 1979, by _____ of New Bedford Gas and Edison Light Company, a Massachusetts corporation, on behalf of the corporation.

(Seal)

NEW ENGLAND POWER COMPANY

By _____ (Seal)

Its

Date _____

Commonwealth of Massachusetts
County of Worcester

The foregoing instrument was acknowledged before me this day
of , 1979, by of New
England Power Company, a Massachusetts corporation, on behalf of
the corporation.

(Seal)

TAUNTON MUNICIPAL LIGHTING PLANT

By _____ (Seal)

Its

Date _____

Commonwealth of Massachusetts
County of Bristol

The foregoing instrument was acknowledged before me this day
of , 1979, by of Taunton
Municipal Lighting Plant, an agency of a Massachusetts municipal
corporation, on behalf of the corporation.

(Seal)

GREEN MOUNTAIN POWER CORPORATION

By _____ (Seal)
Its

Date _____

State of Vermont
County of Chittenden

The foregoing instrument was acknowledged before me this day
of , 1979, by of Green
Mountain Power Corporation, a Vermont corporation, on behalf of the
corporation.

_____ (Seal)

EIGHTH AMENDMENT TO AGREEMENT FOR JOINT OWNERSHIP,
CONSTRUCTION AND OPERATION OF NEW HAMPSHIRE NUCLEAR UNITS

This Amendatory Agreement made as of the 25th day of April, 1979, by and among Public Service Company of New Hampshire (PSNH), The United Illuminating Company (UI), Bangor Hydro-Electric Company (Bangor), Central Maine Power Company (CMP), Central Vermont Public Service Corporation (CVPS), The Connecticut Light and Power Company (CL&P), Fitchburg Gas and Electric Light Company (Fitchburg), Hudson Light and Power Department (Hudson), Maine Public Service Company (MPC), Massachusetts Municipal Wholesale Electric Company (MMWEC), Montaup Electric Company (Montaup), New Bedford Gas and Edison Light Company (NB), New England Power Company (NEP), Taunton Municipal Lighting Plant (Taunton), and Vermont Electric Power Company, Inc. (VELCO) (the Participants),

. . . .

2. Effective Date of this Eighth Amendment.

When counterparts of this Amendment have been executed by Participants having Ownership Shares aggregating at least 80%, this Amendatory Agreement shall become effective in accordance with paragraph 29 of the Agreement.

(Eighth Amendment became effective April 25, 1979)

NINTH AMENDMENT TO AGREEMENT FOR JOINT OWNERSHIP,
CONSTRUCTION AND OPERATION OF NEW HAMPSHIRE NUCLEAR UNITS

This Amendatory Agreement made as of the 8th day of June, 1979,
by and among Public Service Company of New Hampshire (PSNH), The United
Illuminating Company (UI), Bangor Hydro-Electric Company (Bangor),
Central Maine Power Company (CMP), Central Vermont Public Service
Corporation (CVPS), The Connecticut Light and Power Company (CL&P),
Fitchburg Gas and Electric Light Company (Fitchburg), Hudson Light and
Power Department (Hudson), Maine Public Service Company (MPC), Massachusetts
Municipal Wholesale Electric Company (MMWEC), Montaup Electric Company
(Montaup), New Bedford Gas and Edison Light Company (NB), New England
Power Company (NEP), Taunton Municipal Lighting Plant (Taunton), and
Vermont Electric Power Company, Inc. (VELCO) (the Participants),

. . .

2. Effective Date of this Ninth Amendment

When counterparts of this instrument have been executed by the
Participants, this Amendatory Agreement and the amendment expressed
in Section 1 hereof shall become effective in accordance with
paragraph 29 of the Agreement.

(Ninth Amendment became effective June 8, 1979)

TENTH AMENDMENT TO AGREEMENT FOR JOINT OWNERSHIP,
CONSTRUCTION AND OPERATION OF NEW HAMPSHIRE NUCLEAR UNITS

This Amendatory Agreement made as of the 11th day of October, 1979, by and among Public Service Company of New Hampshire (PSNH), The United Illuminating Company, Bangor Hydro-Electric Company (Bangor), Central Maine Power Company (CMP), Central Vermont Public Service Corporation, The Connecticut Light and Power Company, Fitchburg Gas and Electric Light Company, Hudson Light and Power Department (Hudson), Maine Public Service Company, Massachusetts Municipal Wholesale Electric Company (MMWEC), Montaup Electric Company (Montaup), New Bedford Gas and Edison Light Company (NB), New England Power Company, Taunton Municipal Lighting Plant (Taunton), Vermont Electric Cooperative, Inc. and Vermont Electric Power Company, Inc. (the Participants),

. . .

4. Effective Date of this Tenth Amendment.

When counterparts of this Amendment have been executed by the Initial Transferees referred to herein and by Participants (including the Initial Transferees) having Ownership Shares aggregating at least 80%, this Amendatory Agreement shall become effective in accordance with paragraph 29 of the Agreement.

(Tenth Amendment became effective October 11, 1979)

ELEVENTH AMENDMENT TO AGREEMENT FOR JOINT OWNERSHIP,
CONSTRUCTION AND OPERATION OF NEW HAMPSHIRE NUCLEAR UNITS

This Amendatory Agreement made as of the 15th day of December, 1979, by and among Public Service Company of New Hampshire (PSNH), The United Illuminating Company, Bangor Hydro-Electric Company, Central Maine Power Company, Central Vermont Public Service Corporation, The Connecticut Light and Power Company, Fitchburg Gas and Electric Light Company, Hudson Light and Power Department, Maine Public Service Company, Massachusetts Municipal Wholesale Electric Company, Montaup Electric Company, New Bedford Gas and Edison Light Company, New England Power Company, Taunton Municipal Lighting Plant, Vermont Electric Cooperative, Inc. and Vermont Electric Power Company, Inc. (the Participants),

4. Effective Date of this Eleventh Amendment.

When counterparts of this Amendment have been executed by PSNH and the Participants named in paragraph 11.2 of the Agreement, this Amendatory Agreement shall become effective in accordance with paragraph 29 of the Agreement.

(Eleventh Amendment became effective December 15, 1979)

TWELFTH AMENDMENT TO AGREEMENT FOR JOINT OWNERSHIP,
CONSTRUCTION AND OPERATION OF NEW HAMPSHIRE NUCLEAR UNITS

This Amendatory Agreement made as of the 16th day of June, 1980, by and among Public Service Company of New Hampshire (PSNH), The United Illuminating Company, Bangor Hydro-Electric Company, Central Maine Power Company, Central Vermont Public Service Corporation, The Connecticut Light and Power Company, Fitchburg Gas and Electric Light Company, Hudson Light and Power Department, Maine Public Service Company, Massachusetts Municipal Wholesale Electric Company, Montaup Electric Company, New Bedford Gas and Edison Light Company, New England Power Company, Taunton Municipal Lighting Plant, Vermont Electric Cooperative, Inc. and Vermont Electric Power Company, Inc. (the Participants),

6. Effective Date of this Twelfth Amendment.

There is provided opposite the name of each signatory to this Amendment boxes for such signatory to indicate whether it agrees or does not agree that one or both of the amendments provided in Sections 1 and 2 of this Amendment shall be applicable to such signatory. The absence of any check in such a box will be presumed to be agreement to such applicability of such Amendment. When counterparts of this Amendment have been executed by Participants having Ownership Shares aggregating at least 80%, this Amendatory Agreement shall become effective in accordance with Paragraph 29 of the Agreement and in accordance with the following provisions:

- (a) Section 1 of this Amendment shall be applicable to the advance payments made by each Participant who executes a counterpart and agrees to such applicability. The date for commencing crediting of advance payments of those Participants who indicate they do not so agree shall remain July 1, 1980.
- (b) Section 2 of this Amendment shall be applicable to each Participant who executes a counterpart and agrees to such applicability. Each Participant who indicates that it does not agree that Section 2 shall be applicable to it shall not be obliged to make the advance payment specified in Section 2.
- (c) Section 3 of this Amendment shall be applicable to each Participant who agrees that Section 1 shall be applicable to it.

(Twelfth Amendment became effective June 16, 1980)

THIRTEENTH AMENDMENT TO AGREEMENT FOR JOINT OWNERSHIP,
CONSTRUCTION AND OPERATION OF NEW HAMPSHIRE NUCLEAR UNITS

This Thirteenth Amendment to Agreement For Joint Ownership, Construction and Operation of New Hampshire Nuclear Units (the Thirteenth Amendment), made as of the 31st day of December, 1980, by and among Public Service Company of New Hampshire, The United Illuminating Company, Bangor Hydro-Electric Company (Bangor), Central Maine Power Company (CMP), Central Vermont Public Service Corporation (CVPS), The Connecticut Light and Power Company, Fitchburg Gas and Electric Light Company (Fitchburg), Hudson Light and Power Department (Hudson), Maine Public Service Company (MPSC), Massachusetts Municipal Wholesale Electric Company (MMWEC), Montaup Electric Company (Montaup), New Bedford Gas and Edison Light Company (NB), New England Power Company, Taunton Municipal Lighting Plant (Taunton) and Vermont Electric Cooperative, Inc. (VEC) (sometimes also collectively the Participants).

4. Effective Date of this Thirteenth Amendment.

When counterparts hereof have been executed by Bangor, CMP, CVPS, Fitchburg, Hudson, MPSC, MMWEC, Montaup, NB, Taunton and VEC and by Participants having Ownership Shares aggregating at least 80%, this Thirteenth Amendment shall become effective in accordance with Paragraph 29 of the Agreement.

(Thirteenth Amendment became effective December 31, 1980)

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Units No. 1 and No. 2

Seabrook Nuclear Power Station

Seabrook, New Hampshire

Information furnished pursuant to § 50.33
of Commission's Rules and Regulations with
respect to the particular Applicant named
above as part of the Final Safety Analysis
Report and Operating License Application
for the above Units.

JULY , 1981

I. ORGANIZATION AND CONTROL

(a) Name of Applicant

Public Service Company of New Hampshire (PSCo)

(b) Address of Applicant

1000 Elm Street
Manchester, New Hampshire 03105

(c) Description of Business of Applicant

PSCo is engaged principally in the production, purchase, transmission, distribution, and sale of electricity for residential, commercial, industrial, and municipal purposes within the State of New Hampshire. It is the largest electric utility in New Hampshire, furnishing electric service in Manchester, Nashua, Portsmouth, Berlin, Dover, Keene, Laconia, Franklin, Rochester, Somersworth, and 187 other New Hampshire municipalities, including about 83% of the total population of the state. It also sells electricity to other utilities and distributes and sells electricity in 6 towns in Vermont and 13 towns in Maine. The area served at retail has a population of about 782,000. The maximum one-hour prime peak load experienced to date by PSCo's system was 1,208 net MW on January 12, 1981. The electric properties of PSCo form a single integrated system, including transmission facilities which are part of the New England-wide transmission grid. As a participant in the New England Power Pool (NEPOOL), PSCo's generating

units are centrally dispatched and generating reserves are equalized by the Pool through appropriate capability responsibility provisions. PSCo owns and operates five fossil fuel electric generating stations with an estimated effective capability of 1,097 MW, of which 100 MW is being sold to another utility on a long-term basis, and has other generating facilities with an aggregate effective capability of 165 MW as follows: hydroelectric (51 MW), combustion turbines (111 MW) and diesel generating (3 MW). PSCo also is a stockholder in each of the four Yankee nuclear generating companies and is entitled to shares of the output thereof aggregating approximately 98 MW.

(d) Corporate Organization

PSCo is a business corporation organized under the laws of New Hampshire. As of December 31, 1980 PSCo had 69,074 domestic shareholders owning 18,162,463 common shares and 94 foreign shareholders owning 41,759 common shares.

(e) Corporate Officers and Directors

The names and residence addresses of each of the members of PSCo's Board of Directors and of each of PSCo's officers are listed on the following page.

William A. Adams, Jr.	120 Mayflower Dr. Manchester, N.H.	Office of Registrant	Director, Executive Vice President
Robert J. Bottoms	108 Bunker Hill St. Lancaster, N.H.	Distributor Lindal Cedar Homes Lancaster, N.H.	Director
George A. Dorr, Jr.	33 Summit Rd. Newport, N.H.	Dorr Woolen Company Guild, N.H.	Director
Priscilla E. Frechette	70 Bradford Rd. Keene, N.H.		Director
Harlan L. Goodwin	189 Washington Rd. Rye, N.H.	First National Bank of Portsmouth 325 State Street Portsmouth, N.H.	Director
Robert J. Harrison	234 Mayflower Dr. Manchester, N.H.	Office of Registrant	Director, President
David N. Merrill	North Road Candia, N.H.	Office of Registrant	Director, Executive Vice President
Ann R. Moody	Box 206 Manchester Rd. Amherst, N.H.	Edgcomb Steel of New England, Inc. West Hollis Street Nashua, N.H.	Director
Byron C. Radaker	Post Office Box 4007 Portsmouth, N.H.	Congoleum Corporation P.O. Box 4040 Portsmouth, N.H.	Director
John J. Reilly	12 Laurel Dr. Bedford, N.H.	John J. Reilly, Inc. 975 South Willow St. Manchester, N.H.	Director
William M. Scranton	Hurricane Road Keene, N.H.	Beede Electrical Instrument Co., Inc. Fisherville Rd. Penecook, N.H.	Director
William C. Talman	12 Ministerial Rd. Bedford, N.H.	Office of Registrant	Director, Chm. and Chief Executive Officer
Hugh C. Tuttle	345 Dover Point Rd. Dover, N.H.	Tuttle Market Gardens 151 Dover Point Road Dover, N.H.	Director
Richard E. West	41 Berkeley St. Nashua, N.H.	Retired	Director

David S. Williams	Taunton Hill Road Andover, N.H.	International Packings Corporation Ragged Mt. Highway Bristol, N.H.	Director
Charles E. Bayless	Dudley Brook Rd. Weare, N.H.	Office of Registrant	Financial Vice President
D. Pierre Cameron, Jr.	31 Blackbird Drive Bedford, N.H.	Office of Registrant	Vice President General Counsel
Raymond E. Closson	245 North Bend Dr. Manchester, N.H.	Office of Pegistrant	Vice President
John C. Fuffett	37 Strawberry Hill Rd. Bedford, N.H.	Office of Registrant	Vice President
Henry J. Ellis	56 Fieldstone Dr. Londonderry, N.H.	Office of Registrant	Vice President
Warren A. Harvey	25 Birch Hill Dr. Hooksett, N.H.	Office of Registrant	Vice President
Elroy L. Littlefield	158 Oak St. Manchester, N.H.	Office of Registrant	Vice President
James L. Nevins	Chester Turnpike Candia, N.H.	Office of Registrant	Vice President
John J. Lampron	27 Shaw St. Manchester, N.H.	Office of Registrant	Treasurer
William T. Frain	16 Bullard Drive Hooksett, N.H.	Office of Registrant	Comptroller
Russell A. Winslow	66 Skyview Rd. Manchester, N.H.	Office of Registrant	Clerk and Secretary

II. FINANCIAL QUALIFICATIONS

Under the Joint Ownership Agreement, PSCo is responsible for its Ownership Share of the operation and maintenance cost of the Units, which, when the pending transactions described herein have been consummated prior to commercial operation, will be 35.23497% of those costs, and a similar percentage of the ultimate cost of decommissioning the Units.

Based upon the estimates set forth above under Part IV of the General Information, PSCo's share of these costs should amount to approximately \$52,852,000 and \$52,852,000 for the first five years of operations of Units 1 and 2, respectively; and approximately \$14,799,000 to \$30,302,000 for the decommissioning of the two Units. In addition, PSCo's share of fuel expenses during the period would be \$.

As evidence of its financial qualifications to meet those costs, PSCo submits herewith:

(i) 1980 Annual Report to Stockholders (Exhibit A-1).

(ii) 1980 Annual Report on Form 10-K, as amended by Form 8 dated April 13, 1981 (Exhibit A-2).

(iii) Prospectus, dated May 5, 1981, relating to 2,500,000 shares of its Common Stock, \$5 Par Value (Exhibit A-3).

(iv) Order, dated May 1, 1981, of the New Hampshire Public Utilities Commission, in PSCo's most recent rate proceeding (Exhibit A-4).

III. REGULATORY AGENCIES AND PUBLICATIONS

(a) Regulatory Agencies

The names and addresses of regulatory agencies which may have jurisdiction over the rates and services incident to the generation or distribution of energy by PSCo are as follows:

New Hampshire Public Utilities Commission
26 Pleasant Street
Concord, New Hampshire 03301

Maine Public Utilities Commission
Capitol Shopping Center
State House Annex
Augusta, Maine 04330

Vermont Public Service Board
7 School Street
Montpelier, Vermont 05602

Federal Energy Regulatory Commission
Washington, D. C. 20426

(b) Publications

The following publications are used by PSCo for official notifications, and/or are otherwise appropriate for notices regarding these Units:

Manchester Union Leader
35 Amherst Street
Manchester, New Hampshire 03101

Portsmouth Herald
82 Congress Street
Portsmouth, New Hampshire 03801

Foster's Daily Democrat
335 Central Avenue
Dover, New Hampshire 03820

Hampton Union
Lafayette Road
Seabrook, New Hampshire 03874

Rockingham Gazette
Lafayette Road
Seabrook, New Hampshire 03874

Rochester Courier
Jarvis Avenue
Rochester, New Hampshire 03867

Somersworth Free Press
79 High Street
Somersworth, New Hampshire 03878

New Hampshire Sunday News
35 Amherst Street
Manchester, New Hampshire 03101