ADLER POLLOCK & SHEEHAN P.C.

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June 20, 2012

Via Electronic Filing and Regular Mail

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

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

Dear Luly:

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

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

Please let me know if you have any questions.

Enclosures

cc: Via E-mail:

Service List

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS PUBLIC UTILITIES COMMISSION

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

DOCKET NO. 4320

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

DIV 2-11.

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

RESPONSE

See attached.

RESPONDENT

David Bebyn

DATE

June 20, 2012

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

ACCT.#	FY 2008 Beginning Balanace from Last Rate Case			FY 2009		FY 2010		FY 2011
Rate Case (Fund 19)								
Beginning Balance at 7/1	\$	(114,354)	\$	(96,147)	\$	(83,220)	\$	(42,451)
Funding (Allocation)		69,864		69,864		69,864	77-75	69,864
Interest Earned		-		721		-		300
Expenses Paid		(51,657)		(56,937)		(29,095)		(23,712)
Ending Balance at 6/30		(96,147)	\$	(83,220)	\$	(42,451)	\$	3,701
Expenses/Capitalized per financials Expenditures expensed Expenditures Capitalized Total Expenditure	\$	45,157 - -45,157	\$	45,723 - 45,723	\$	26,995 - 26,995	\$	21,074
Reconciliation (Accrued vs. Paid)	\$	AE 157	\$	AE 700	\$	26 005	\$	21,074
Total Expenditure	Ф	45,157	Φ	45,723	Φ	•	Φ	£1,074
Amount of Expenditure still in 6/30 AP Payment of Prior Year AP		(15,952) 22,452		(4,738) 15,952		(2,638) 4,738		2,638
Expenses (amount paid)	\$	51,657	\$	56,937	\$	29,095	\$	23,712

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

ACCT.#	Ba	FY 2008 Beginning Ilanace from st Rate Case		FY 2009		FY 2010		FY 2011
Chemical (Fund 18)								
Beginning Balance at 7/1	\$	29,270	\$	38,577	\$	3,798	\$	93,212
Funding (Allocation)		296,000		361,213		296,000		449,872
Interest Earned	120123	76		220		150		-
Expenses		(286,769)		(396,212)		(206,586)	144	Contract to the Contract of th
Ending Balance at 6/30	\$	38,577	\$	3,798	\$	93,212	\$	20,466
Expenses/Capitalized per financials		,	į.	,		ei		
Expenditures expensed	\$	332,314	\$	380,937	\$	171,099	\$	213,526
Expenditures Capitalized	Ψ	002,014	Ψ.	200,007	Ψ.	11 1,000	*	304,600
Total Expenditure	\$	332,314	\$	380,937	\$	171,099	\$	518,126
Reconciliation (Accrued vs. Paid)								
Total Expenditure	\$	332,314	\$	380,937	\$	171,099	\$	518,126
Amount of Expenditure still in 6/30 Al		(77,984)		(62,709)		(27,222)		(22,730)
Payment of Prior Year AP		32,439		77,984		62,709	_	27,222
Expenses (amount paid)	\$	286,769	\$	396,212	\$	206,586	\$	522,618

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

157,000

131,186

5,631

1,800,574

165,000

112,696

(13,770)

1,528,165

161,000

117,107

5,550

1,675,429

		FY 2008 Beginning lanace from						
ACCT.#	La	st Rate Case	FY 2009		FY 2010		FY 2011	
Debt (Fund 17)					5			
Beginning Balance at 7/1	\$	(254,413)	\$	(206,958)	\$	(175,465)	\$	(18,827)
Funding (Allocation)		1,832,067	100====	1,832,067		1,832,067		1,698,337
Interest Earned		-				=	33411	-
Expenses		(1,784,612)		(1,800,574)		(1,675,429)	(1,528,165)
Ending Balance at 6/30	\$	(206,958)	\$	(175,465)	\$	(18,827)	\$	151,345
	l							
Required Funding	1-							
1998 GO Bond Issue (\$2,097,510)								
(refinanced 1988 \$2.7m)								
Principal Due		221,320		226,350		115,690		2
Interest Due		22,187		11,330		2,892		
2005 GO Bond Issue (\$3,775.000)		160						
(refinanced 1994 \$6.4 m)								
Principal Due		380,000		395,000		415,000		425,000
Interest Due		115,163		102,813		89,975		75,450
2003 RICWFA Bond (\$10,165,250)								
(IFR)								
Principal Due		390,000		400,000		410,000		420,000
Interest & Fees Due		382,845		371,264		358,216		343,789
2005 RICWFA Bond (\$4,000,000)								

153,000

124,962

(4,864)

1,784,612

(IFR)

Principal Due

Total Due

Interest & Fees Due

Change in Accrued Int

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

		FY 2008 Beginning lanace from						
ACCT.#	La	st Rate Case		FY 2009		FY 2010	_	FY 2011
R&R (Fund 16)								list.
Beginning Balance at 7/1	\$	249,731	\$	371,848	\$	286,060	\$	174,331
Funding (Allocation)		150,000		150,000		-		50,000
Interest Earned		4,128	8	3,520		631		119
Expenses		(32,011)		(239,308)		(112,360)		(120,193)
Ending Balance at 6/30	\$	371,848	\$	286,060	\$	174,331	\$	104,257
Expenses/Capitalized per financials	88							
Expenditures expensed	\$	29,177	\$	26,266	\$	12,808	\$	22,971
Expenditures Capitalized	Ψ	105,656	Ψ	148,078	Ψ	117,839	Ψ.	65,624
Total Expenditure	\$	134,833	\$	174,344	\$	130,647	\$	88,595
Reconciliation (Accrued vs. Paid)								
Total Expenditure	\$	134,833	\$	174,344	\$	130,647	\$	88,595
Amount of Expenditure still in 6/30 Al		(102,822)		(37,858)		(56,145)		(24,547)
Payment of Prior Year AP		-		102,822		37,858		56,145
Expenses (amount paid)	\$	32,011	\$	239,308	\$	112,360	\$	120,193

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

H Bal	FY 2008 Beginning Balanace from Last Rate Case		FY 2009		FY 2010		FY 2011
\$	2,508,538	\$	3,764,135	\$	4,854,550	\$	5,746,580
湖南	1,632,981) Way	1,436,099	(45A)	1,807,437	311	1,241,401
	31,238		11,615		9,877		2,455
	(408,622)		(357,299)		(925,284)	=:46	(1,199,340)
\$	3,764,135	\$	4,854,550	\$	5,746,580	\$	5,791,096
			SVI		ļ		2
\$	90,580	\$	42,383	\$	13,422	\$	5,791
	294,354		317,948		1,274,045		1,262,232
\$	384,934	\$	360,331	\$	1,287,467	\$	1,268,023
\$	384,934	\$	360,331	\$	1,287,467	\$	1,268,023
	(23,417)		(26,449)		(388,632)		(457,315)
	47,105		23,417		26,449		388,632
\$	408,622	\$	357,299	\$	925,284	\$	1,199,340
	S S S S	Beginning Balanace from Last Rate Case \$ 2,508,538	Beginning Balanace from Last Rate Case \$ 2,508,538 \$ 1,632,981 \$ 31,238 (408,622) \$ 3,764,135 \$ \$ 90,580 \$ 294,354 \$ 384,934 \$ \$ 384,934 \$ \$ 384,934 \$ (23,417) 47,105	Beginning Balanace from Last Rate Case FY 2009 \$ 2,508,538 \$ 3,764,135 \$ 1,632,981 1,436,099 \$ 31,238 11,615 \$ (408,622) (357,299) \$ 3,764,135 \$ 4,854,550 \$ 90,580 \$ 42,383 294,354 317,948 \$ 384,934 \$ 360,331 \$ 384,934 \$ 360,331 \$ 384,934 \$ 360,331 \$ 23,417 (26,449) 47,105 23,417	Beginning Balanace from Last Rate Case FY 2009 \$ 2,508,538 \$ 3,764,135 \$ 3,764,135 \$ 31,632,981 \$ 31,238 \$ 11,615 (408,622) (357,299) \$ 3,764,135 \$ 4,854,550 \$ \$ 90,580 \$ 42,383 \$ 317,948 \$ 90,580 \$ 42,383 \$ 317,948 \$ 384,934 \$ 360,331 <	Beginning Balanace from Last Rate Case FY 2009 FY 2010 \$ 2,508,538 \$ 3,764,135 \$ 4,854,550 \$ 1,632,981 \$ 1,436,099 \$ 1,807,437 \$ 31,238 \$ 11,615 9,877 \$ (408,622) \$ (357,299) \$ (925,284) \$ 3,764,135 \$ 4,854,550 \$ 5,746,580 \$ 90,580 \$ 42,383 \$ 13,422 294,354 \$ 317,948 \$ 1,274,045 \$ 384,934 \$ 360,331 \$ 1,287,467 \$ 384,934 \$ 360,331 \$ 1,287,467 \$ (23,417) \$ (26,449) \$ (388,632) 47,105 \$ 23,417 \$ 26,449	Beginning Balanace from Last Rate Case FY 2009 FY 2010 \$ 2,508,538 \$ 3,764,135 \$ 4,854,550 \$ 1,632,981 \$ 1,632,981 \$ 1,436,099 \$ 1,807,437 \$ 31,238 \$ 11,615 \$ 9,877 \$ (408,622) \$ (357,299) \$ (925,284) \$ 3,764,135 \$ 4,854,550 \$ 5,746,580 \$ 90,580 \$ 42,383 \$ 13,422 \$ 294,354 \$ 317,948 \$ 1,274,045 \$ 384,934 \$ 360,331 \$ 1,287,467 \$ 384,934 \$ 360,331 \$ 1,287,467 \$ 384,934 \$ 360,331 \$ 1,287,467 \$ 384,934 \$ 360,331 \$ 1,287,467 \$ 384,934 \$ 360,331 \$ 1,287,467 \$ 384,934 \$ 360,331 \$ 26,449 \$ 384,934 \$ 360,331 \$ 26,449

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS PUBLIC UTILITIES COMMISSION

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

DOCKET NO. 4320

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

DIV 2-12.

Please describe, by year, all infrastructure replacement projects that were

undertaken since the last base rate case and provide the expenditures

associated with each such project, by year.

RESPONSE

See attached.

RESPONDENT

David Bebyn

DATE

June 20, 2012

	Analysis of IFR Projects		Attachment to DIV 2-12 Page 1 of 2
2008 T&D Improvements Mains - Logee st to WTP Storage Tank Diamond Hill	IFR Rehab study rehab connection of new tank to main Rehab of existing tank	\$	25,000 52,577 307,357
		\$	384,934
Expenses/Capitalized per financials Expenditures expensed Expenditures Capitalized		\$	90,580 294,354 384,934
Total Expenditure	3	<u> </u>	364,934
Plant improvements Mains - Cumb/Woon Interconnect Storage Tank Diamond Hill Storage Tank Mount St Charles New WTP	Plant PH system Eng. For emergency interconnection Eng. For high service interconnection Rehab tank and pump station Legal (environmental) & dbo (RFP planning)	\$	36,200 19,900 35,100 92,386 176,745
Expenses/Capitalized per financials Expenditures expensed Expenditures Capitalized Total Expenditures	·	\$	42,383 317,948 360,331
Plant improvements T&D Improvements Mains - Cumb/Woon Interconnect Mains - Pawt/Woon Interconnect Reservoir Storage Tank Mount St Charles New WTP Holly Lane	Plant PH system Hydrants Eng. For emergency interconnection Eng. To assess. Alt for WTP emergency action plan Rehab tank and pump station Legal (environmental) & engineering surveying	\$	131,047 9,012 446,771 129,934 120 152,549 412,126 5,908 1,287,467
Expenses/Capitalized per financials Expenditures expensed Expenditures Capitalized Total Expenditures	,	\$	13,422 1,274,045 1,287,467

1,268,023

\$

Analysis of IFR Projects

2011		
T&D Improvements	Hydrants, Valves & Pipe	\$ 11,256
Mains - Cumb/Woon Interconnect	Eng. For emergency interconnection	149,626
Mains - Pawt/Woon Interconnect	Eng. To assess. Alt for WTP	65,974
Manville Road	Major rehabilitation of service main	734,699
Cady Street	Const. to replace main	75,503
New WTP	Legal (environmental) & engineering	228,951
Holly Lane	surveying	2,014
		\$ 1,268,023
Expenses/Capitalized per financials		
Expenditures expensed		\$ 5,791
Expenditures Capitalized		1,262,232

Total Expenditure

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS PUBLIC UTILITIES COMMISSION

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

DOCKET NO. 4320

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

DIV 2-14.

Please describe, by year, all renewal and replacement projects that were

undertaken since the last base rate case and provide the expenditures

associated with each such project, by year.

RESPONSE

See attached

RESPONDENT

David Bebyn

DATE

June 20, 2012

Analysis of R&R Projects

2008		
Vehicle	overhaul \$	1,16
Equipment	various small brush clearingand other	10,06
Building Improvement	Caretakers house rehab roofing	5,94
Plant Improvements	Airvalves, sensors and drives	8,4
T&D Improvements	Hydrants, Valves & Pipe	94,13
Meters	various meters	15,11
	\$	134,83
Expenses/Capitalized per financia		
Expenditures expensed	\$	
Expenditures Capitalized	<u> </u>	105,6
Total Exper	nditure \$	134,8
2009		
2009		
Vehicle	3 new service vehicles \$	•
Vehicle Equipment	Trench., hazmat, computers, other various	27,66
Vehicle Equipment Building Improvement	Trench., hazmat, computers, other various Caretakers house heating system	27,66 2,7
Vehicle Equipment Building Improvement Plant Improvements	Trench., hazmat, computers, other various Caretakers house heating system UPS, cholorine system, closed circuit tv valve	27,66 2,7 18,3
Vehicle Equipment Building Improvement Plant Improvements T&D Improvements	Trench., hazmat, computers, other various Caretakers house heating system UPS, cholorine system, closed circuit tv valve gateboxes, service boxes and hydrants	27,66 2,7 18,3 29,2
Vehicle Equipment Building Improvement Plant Improvements T&D Improvements Meters	Trench., hazmat, computers, other various Caretakers house heating system UPS, cholorine system, closed circuit tv valve gateboxes, service boxes and hydrants various meters	27,66 2,7 18,3 29,2 17,3
Vehicle Equipment Building Improvement Plant Improvements T&D Improvements	Trench., hazmat, computers, other various Caretakers house heating system UPS, cholorine system, closed circuit tv valve gateboxes, service boxes and hydrants various meters pump motor	27,66 2,7 18,3 29,2
Vehicle Equipment Building Improvement Plant Improvements T&D Improvements Meters Pump Station	Trench., hazmat, computers, other various Caretakers house heating system UPS, cholorine system, closed circuit tv valve gateboxes, service boxes and hydrants various meters	27,66 2,7 18,3 29,2 17,3 3,1 2,6
Vehicle Equipment Building Improvement Plant Improvements T&D Improvements Meters Pump Station Reservoir #1	Trench., hazmat, computers, other various Caretakers house heating system UPS, cholorine system, closed circuit tv valve gateboxes, service boxes and hydrants various meters pump motor investigate and reporting of rest. Outlet	27,66 2,7 18,3 29,2 17,3 3,1 2,6
Vehicle Equipment Building Improvement Plant Improvements T&D Improvements Meters Pump Station Reservoir #1 Expenses/Capitalized per financia	Trench., hazmat, computers, other various Caretakers house heating system UPS, cholorine system, closed circuit tv valve gateboxes, service boxes and hydrants various meters pump motor investigate and reporting of rest. Outlet	27,66 2,7 18,33 29,26 17,33 3,19 2,66 3 174,36
Vehicle Equipment Building Improvement Plant Improvements T&D Improvements Meters Pump Station Reservoir #1	Trench., hazmat, computers, other various Caretakers house heating system UPS, cholorine system, closed circuit tv valve gateboxes, service boxes and hydrants various meters pump motor investigate and reporting of rest. Outlet	27,66 2,7 18,33 29,26 17,33 3,19 2,66 3 174,36

Analysis of R&R Projects

2010		
	Computers, Booster and transfer pumps	
Equipment	and other various	\$ 12,808
Building Improvement	Caretakers house fencing Pressuer flow transmitter, boiler and	13,550
Plant Improvements	pumps	61,820
T&D Improvements	valves and hydrants	18,469
Meters	various meters	12,162
Pump Station	Diamond Hill and industrial park upgrades	9,332
Reservoir #1	investigate and reporting of rest. Outlet	2,506
		\$ 130,647
Expenses/Capitalized per financi	als	
Expenditures expensed		\$ 12,808
Expenditures Capitalized		117,839
_		\$ 130,647
Total Expe	ndure	 100,011
Total Expe	nditure	 100,011
2011	Powerware, weil pump, computer, and	
	Powerware, weil pump, computer, and other various	\$ 9,035
2011	Powerware, weil pump, computer, and other various customer service and accounting office	9,035 2,428
2011 Equipment	Powerware, weil pump, computer, and other various customer service and accounting office Caretakers house windows	9,035 2,428 3,372
2011 Equipment Furniture	Powerware, weil pump, computer, and other various customer service and accounting office Caretakers house windows security doors and security system	9,035 2,428 3,372 14,707
2011 Equipment Furniture Building Improvement	Powerware, weil pump, computer, and other various customer service and accounting office Caretakers house windows security doors and security system Hydrants	9,035 2,428 3,372 14,707
2011 Equipment Furniture Building Improvement Plant Improvements	Powerware, weil pump, computer, and other various customer service and accounting office Caretakers house windows security doors and security system Hydrants various meters	9,035 2,428 3,372 14,707 14,790 36,126
2011 Equipment Furniture Building Improvement Plant Improvements T&D Improvements	Powerware, weil pump, computer, and other various customer service and accounting office Caretakers house windows security doors and security system Hydrants	\$ 9,035 2,428 3,372 14,707 14,790 36,126 8,137
2011 Equipment Furniture Building Improvement Plant Improvements T&D Improvements Meters	Powerware, weil pump, computer, and other various customer service and accounting office Caretakers house windows security doors and security system Hydrants various meters	9,035 2,428 3,372 14,707 14,790 36,126
2011 Equipment Furniture Building Improvement Plant Improvements T&D Improvements Meters	Powerware, weil pump, computer, and other various customer service and accounting office Caretakers house windows security doors and security system Hydrants various meters Diamond Hill and industrial park upgrades	\$ 9,035 2,428 3,372 14,707 14,790 36,126 8,137
Expenses/Capitalized per financia	Powerware, weil pump, computer, and other various customer service and accounting office Caretakers house windows security doors and security system Hydrants various meters Diamond Hill and industrial park upgrades	\$ 9,035 2,428 3,372 14,707 14,790 36,126 8,137
Equipment Furniture Building Improvement Plant Improvements T&D Improvements Meters Pump Station	Powerware, weil pump, computer, and other various customer service and accounting office Caretakers house windows security doors and security system Hydrants various meters Diamond Hill and industrial park upgrades	\$ 9,035 2,428 3,372 14,707 14,790 36,126 8,137 88,595

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS PUBLIC UTILITIES COMMISSION

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

DOCKET NO. 4320

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

DIV 2-23.

Please provide the number of authorized employees and the number of

actual employees for each of the past 36 months.

RESPONSE

See attached.

RESPONDENT

David Bebyn

DATE

June 20, 2012

FY 2009

Personnel Data

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

week of the month:

Week of the	<u>July</u>	August	September	<u>October</u>	November	December
Authorized	36	36	36	36	36	36
Full Time	28	28	28	28	28	28
Part Time				1444		
Temporary	4	3	3	3	3	3
Injured	0	0	0	0	0	0
Totals	32	31	31	31	31	31
Authorized	January 36	February 36	March 36	April 36	<u>May</u> 36	June 36
Full Time	30	30	30	29	29	29
Part Time		mini vevil	minibalità (n. 1888)			
Temporary	1	1	1	2	2	2
Injured	0	0	0	11	1	1
Totals_	31	31	31	32	32	32

FY 2010

Personnel Da	ıta	ata	Da	1	e	n	n	O	rs	e	P
--------------	-----	-----	----	---	---	---	---	---	----	---	---

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

week	of the	e month:	

WCCK OF UK		A 4	0	0-4-1	Massambaa	Dagamhar
	<u>July</u>	August	September	<u>October</u>	November	December 36
Authorized	36	36	36	36	36	30
Full Time	29	29	29	29	29	29
Part Time						
Temporary	2	1	1	1	1	11
Injured	11	1	1	1	1	0
Totals	32	31	31	31	31	30
	January	February	March	<u>April</u>	May	<u>June</u>
Authorized	36	36	36	36	36	36
Full Time	30	30	31	31	30	31
Part Time	1	1	1	1	1	1
Temporary						
Injured	0	0	0	0	0	0
Totals	31	31	32	32	31	32

Notes:

Apr-05 Assistant Superintendent position vacant

2005 Data Entry Operator position vacant

2005 Public Works Account Clerk position vacant

Dec-07 Utility Person position vacant

Sep-08 Laboratory Technician position vacant

Mar-09 Water Treatment Plant Operator position vacant

Aug-09 Hydrant Maintenace temp position vacant

Dec-09 Injured Meter Reader/Shop Person returned to light duty

Dec-09 Water Works Clerk position vacant

Jan-10 Water Works Clerk position filled

Feb-10 Water Treatment Plant Operator position filled

Feb-10 Utility Person position vacant

Mar-10 Utility Person position filled

May-10 Water Treatment Plant Operator position vacant

Jun-10 Water Treatment Plant Operator position filled

FY 2011

Person	nel Data
--------	----------

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

week of the	month:
-------------	--------

week of the	<u>July</u>	August	September	October	November	December
Authorized	36	36	36	36	36	36
Full Time	28	27	29	29	31	31
Part Time		- VI				
Temporary	1	11	1	1	1	1
Injured	0	1	11	1	0	0
Totals	29	29	31	31	32	32
Authorized	January 36	February 36	March 36	<u>April</u> 36	<u>May</u> 36	June 36
Full Time	31	31	31	31	29	29
Part Time						
Temporary	1	1	11	1	1	1
Injured	0	0	0	0	11	1
Totals	32	32	32	32	31	31

Notes:

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

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS PUBLIC UTILITIES COMMISSION

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

DOCKET NO. 4320

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

DIV 2-27.

Regarding page 11, lines 10-14 of Mr. Edge's testimony, does

Woonsocket have a contract for light and power services? If so, please

provide a copy of the current contract.

RESPONSE

Yes. See attached.

RESPONDENT

Walter Edge

DATE

June 20, 2012

New could be be seen	Li	ESS CORPOR	TICIN			17	224 - 0
HE55	1 Hes	s Plaza Woodbridg	e, NJ 07095				
	Phone: 1-80	10-HESS-USA ; www	hessenerg	y.com			
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pursuant to the terms of the Come Taxes that are or may be the resp was Issued and mey be adjusted	nfirms the terms of the Transaction e modify Master Agreement ("CMA") be consibility of Buyer. The prices listed by Seller to reflect market conditions LECTRICITY TRANSACTION CON	stwien Buyer and Seller below are based on man as of the date the Agree	dated 06/08/2 ket conditions ment is execu	es of the time, stated ted and returned by i	above, that this T Buyer.	rensaction Confirm	
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	Base Monthly Usage (kWh)						,
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	March 927	.537 July		918,039	Novembor	886,331	
		,024 Augus		898,828	December	997,509	=
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Attachment To Proposal - Location Listing

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







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

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

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

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

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

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

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

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

8. Buyer's Usage Obligations

Buyer's Initials

A. Material Usage Deviation: If there is a Material Usage Deviation, Buyer will be responsible for the losses and costs, including the costs of obtaining and/or liquidating the applicable volume, based upon the difference between the Contract Quantity and Buyer's Actual Carantity. Buyer will pay the amount of such losses and costs to Seller within fifteen (15) Business Days of Seller's invoice. "Material Usage Deviation" means a deviation in Buyer's Actual Quantity from Buyer's Contract Quantity of 4/- 25% or more.

charges and penalties assessed for follure to satisfy the Utility's balancing and/or nomination requirements. "Prior Notice" is defined as forty-eight (48) hours before the start of the Gas Day. "Gas Day" means a period of 24 consecutive hours as defined by the Utility. Buyer will make any payment due pursuant to this Section within five (5) Business Days of the date of Seller's Invoice, C. Curtallments: For Transactions involving the purchase and Sale of Gas only, if Buyer is directed by its Utility to curtail its usage, in whole or in part, Buyer will curtail es directed. If Buyer fails to curtail as directed, Buyer will pay or reimburse Seller for all Balancing Charges assessed by the Utility. Payment by Buyer of any Balancing Charges will be due within five (5) Business Days of the date of Seller's invoice.

Gas only, Buyer will be responsible for Balancing Charges unless Prior Notice of a material

variation in usage is provided to Seller. "Balancing Charges means Utility fees, costs or

B. Balancing Charges: For Transactions Involving the purchase and sale of

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

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

Credit Assurance").

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

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

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

CMA_February 2010

Page 1 of 2

Seller's Initials

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

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

14, Other

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

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

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

By: Leo T. Fondraine
Title: 7/29/10

HESS CORPORATION

By: Sorm Case

Title: Manager







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

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

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

Buyer: City of Woonsacket	Seller: Hess Corporation
Approved: MIT Me	Approved: ///
Print Name: Lea T. Forfaire	Print Name: John Deese
Title: Maror	Title: Manago
Date:	Date: 7/28/10 /Approved as to legal form: Lee

HESS CORPORATION

17682 - 0

1 Hess Plaza Woodbridge, NJ 07095

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Attachment To Proposal - Location Listing

Address	AccountNumber	Utility	Zone	Profile
Sixth Avenue STA B FYR Pole 12 Fif	0036553009	NECO	NECO_Rhode Island	NECO_C06
Fairmount Street LTS B PRK Pole 13	0036683002	NECO	NECO_Rhode Island	NECO_C06
Lydia Avenue TWR B WTR Pole 21	0037206009	NECO	NECO_Rhode Island	NECO_C06
1500 Manville Rd SGN B WTR Pole 64	0037374002	NECO	NECO_Rhode Island	NECO_C06
Logee Street POLE 29	0037457006	NECO	NECO_Rhode Island	NECO_C06
Hamlet Avenue Pole 6-1	0037729007	NECO	NECO_Rhode Island	NECO_C06
Park East Drive TWR B WTR Pole 23A1	0076966008	NECO	NECO_Rhode Island	NECO_C06
159 Main Street HAL B CTY	0095905007	NECO	NECO_Rhode Island	NECO_G02
Social Street LGT Pole 12-1	0112796004	NECO	NECO_Rhode Island	NECO_C06
Blackstone Street Pole 1- 1A	0113127003	NECO	NECO_Rhode Island	NECO_C06
Diamond Hill Road SIG B TRF Pole 29 RAT	0113872003	NECO	NECO_Rhode Island	NECO_C06
Bernon Street	0114365007	NECO	NECO_Rhode Island	NECO_C06
84 Social Street IOR B SEN	0337058009	NECO	NECO_Rhode Island	NECO_S00
169 Main Street LTS B ST	0337059006	NECO	NECO_Rhode Island	NECO_\$00
Davison Ave, Pole 1	0924645009	NECO	NECO_Rhode Island	NECO_C06
Providence Street Pole 414 ED	1282806009	NECO	NECO_Rhode Island	NECO_C06
55 Asylum Street Apt N Pole 4	1283265002	NECO	NECO_Rhode Island	NECO_C06
Diamond Hill Road Pole 88B	1283316004	NECO	NECO_Rhode Island	NECO_C06
Diamond Hill Road HT Pole 80 (traffic light)	1283320008	NECO	NECO_Rhode Island	NECO_C06
85A6A Manville Rd BLEND L CHMB Pole 85A	1283918008	NECO	NECO_Rhode Island	NECO_C06
157 Main Street Apt K B PAR	1339502001	NECO	NECO_Rhode Island	NECO_C06
Diamond Hill Road DPT B WTR Pole 88B	2530257000	NECO	NECO_Rhode Island	NECO_G02
River Street Pole 39S	2530703007	NECO	NECO_Rhode Island	NECO_C06
Providence Street (lighting/Ayotte B'Ball Fld)	2530729001	NECO	NECO_Rhode Island	NECO_C06
South Main Street Pole 14-00	2530779001	NECO	NECO_Rhode Island	NECO_C06
568 Logee Street Pole 22	2530796002	NECO	NECO_Rhode Island	NECO_C06
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Manville Road PLT B WTR Pole 67A1	2567821007		NECO	NECO_Rhode Island	NECO_G32
Island Place EUM B MUS	2585511004		NECO	NECO_Rhode Island	NECO_G02
Bernon Street LTS Pole 8S	2601173006		NECO	NECO_Rhode Island	NECO_C06
Island Place B LTS Pole 2-1	2601174003		NECO	NECO_Rhode Island	NECO_C06
240 Clinton Street STA B POL Pole 16	2601178001		NECO	NECO_Rhode Island	NECO_G02
North Main Street PMP B SWR Pole 42-1	2601439009	2/2	NECO	NECO_Rhode Island	NECO_C06
Edwards Street Pole 5	2601483007		NECO	NECO_Rhode Island	NECO_C06
228 Privilege Street STA B PMP Pole 13	2601729008		NECO	NECO_Rhode Island	NECO_C06
Island Place Pole 5 (Con Stand/Ice Rink)	2602695001		NECO	NECO_Rhode Island	NECO_C06
Mendon Road PMP Pole 14/3	2602906009		NECO	NECO_Rhode Island	NECO_C06
85X5 Manville Rd RGE B FYR Pole 85A3	3777180009		NECO	NECO_Rhode Island	NECO_C06
1117 River Street	3777694008		NECO	NECO_Rhode Island	NECO_C06
P3 Park Ave SIG B TRF Pole 3	3778045009		NECO	NECO_Rhode Island	NECO_C06
176 Davison Avenue Pole 10	3778567019		NECO	NECO_Rhode Island	NECO_C06
Cass Avenue ICE B POL Pole 36	3815501004		NECO	NECO_Rhode Island	NECO_C06
Main Street Pole 8A1	3832975008		NECO	NECO_Rhode Island	NECO_C06
Island Place Apt K B PAR Pole 5	3848552002		NECO	NECO_Rhode Island	NECO_C06
Clinton Street SIG B TRF	3848556000		NECO	NECO_Rhode Island	NECO_C06
Winter Street SIG B TRF Pole 31	3848995007		NECO	NECO_Rhode Island	NECO_C06
Social Street Pole 6 ELBO	3849108008		NECO	NECO_Rhode Island	NECO_C06
228 Privilege Street Pole 12A2	3849141003		NECO	NECO_Rhode island	NECO_C06
Mendon Road STA B FYR Pole 37	3849155007		NECO	NECO_Rhode Island	NECO_C06
Aylsworth Avenue CRT B TEN Pole 18AA1	3849199009		NECO	NECO_Rhode Island	NECO_C06
Park East Drive Apt N B SIG Pole 1	3849311005		NECO	NECO_Rhode Island	NECO_CO6
Rathbun Street Pole 27 PRI	3849561005		NECO	NECO_Rhode Island	NECO_C06
11 Cumberland Hill Road PLT B SWR	3850001001		NECO	NECO_Rhode Island	NECO_G32
943 River Street AGE	5025007000		NECO	NECO_Rhode Island	NECO_C06
Gilbert Street B PRK Pole 7-1	5025324006		NECO	NECO_Rhode Island	NECO_C06
Olo Street TA B COS Pole 12	5025362006		NECO	NECO_Rhode Island	NECO_C06
Buyer's initials					Seller's Initia



	9)			
Park Avenue Pole 48	5025911009	NECO	NECO_Rhode Island	NECO_C06
25 Rhodes Avenue WATER	5025978004	NECO	NECO_Rhode Island	NECO_C06
Monument Square LTS B ST	5079823005	NECO	NECO_Rhode Island	NECO_G02
River Street LTS B TRA Pole 4 RIVE	5095545006	NECO	NECO_Rhode Island	NECO_C06
240 Clinton Street SIG B TRF Pole 34	5095549004	NECO	NECO_Rhode Island	NECO_C06
LTS Main Street HH105	5095554005	NECO	NECO_Rhode Island	NECO_G02
River Street Pole 26	5095601009	NECO	NECO_Rhode Island	NECO_C06
Station 5 Earle Street STA B EYR Pole 12A	5095758003	NEÇO	NECO_Rhode Island	NECO_C06
Privilege Street Pole 12A2	5095924007	NECO	NECO_Rhode Island	NECO_C06
482 Aylsworth Avenue FLD B BAL Pole 18	5095982009	NECO	NECO_Rhode Island	NECO_C06
23 Cumberland Hill Road STA B FIR Pole 3-2	5096044008	NECO	NECO_Rhode Island	NECO_G02
Main Street	5096924001	NECO	NECO_Rhode Island	NECO_C06
11 Cumberland Hill Road	5097093005	NECO	NECO_Rhode Island	NECO_C06
101 Reservoir Road Pole 26 North Smithfield	5304226001	NECO	NECO_Rhode Island	NECO_C06
9 Cumberland Hill Road PND B DOG	5304458003	NECO	NECO_Rhode Island	NECO_S00
169 Main Street LTS B FLD	5318526005	NECO	NECO_Rhode Island	NECO_C06
Avenue A Pole 12	6272271008	NECO	NECO_Rhode Island	NECO_C06
173 Providence Street STA B FYR Pole 9-1	6272290003	NECO	NECO_Rhode Island	NECO_C06
943 River Street Bldg B	6272445008	NECO	NECO_Rhode Island	NECO_C06
Morton Ave SIG B TRF Pole 11	6273005008	NECO	NECO_Rhode Island	NECO_C06
Rhodes Avenue	6273315009	NECO	NECO_Rhode Island	NECO_G02
Park East Drive STA B PMP Pole 2	6309736003	NECO	NECO_Rhode Island	NECO_C06
57 Island Place Lot 1 RNK L1 Pole 4	6327194003	NECO	NECO_Rhode Island	NECO_G02
Market Square Pole 2 MARK	6342833001	NECO	NECO_Rhode Island	NECO_C06
High Street LOT B PRK Pole 3-1	6342855007	NECO	NECO_Rhode Island	NECO_C06
River Street Pole 8	6342876006	NECO	NECO_Rhode Island	NECO_C06
Social Street FLD B BAL Pole 23	6343179006	NECO	NECO_Rhode Island	NECO_C06
9 Cumberland Hill Road PND B DOG Pole 5A1A	6343343006	NECO	NECO_Rhode Island	NECO_G02
Newland Avenue FLD B BAL Pole 16	6343348001	NECO	NECO_Rhode Island	NECO_C06
Social Street Pole 18	6344561008	NECO	NECO_Rhode Island	NECO_C06
85X5 Manville Rd RGE B	6549850004	NECO	NECO_Rhode Island	NECO_S00
01				

Buyer's initials

Seller's Initials

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

Seller's Initials

Diamond Hill Road TNK B WTR Pole 113	8838318002	NECO	NECO_Rhode Island	NECO_C06
Smithfield Road Globe	9043520000	NECO	NECO_Rhode Island	NECO_C06





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

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

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

Buyer: City of Woonsocket	Seller. Hess Corporation	ii,
Approved:	Approved:	
Print Name: Ceo T Fortaine	Print Name: John Ocean	
Title: Yayor	Title: Manago	
Date: 7/2940	Date: 7/28/10 /A	Approved as to legal form: