

June 13, 2012

VIA HAND DELIVERY & ELECTRONIC MAIL

Luly E. Massaro, Commission Clerk
Rhode Island Public Utilities Commission
89 Jefferson Boulevard
Warwick, RI 02888

**RE: Docket 4323 - Application for Approval of a Change in Electric and Gas
Base Distribution Rates Pursuant to R.I.G.L. Sections 39-3-10 and 39-3-11
Responses to Division Data Requests - Set 3 - ELEC/GAS**

Dear Ms. Massaro:

Enclosed is an original and ten (10) copies of National Grid's¹ responses to the Division's Third Set of Data Requests in the above-captioned proceeding.

Please be advised that the Company is seeking protective treatment of the confidential version of Attachment DIV 3-6-ELEC/GAS provided in response to Division 3-6-ELEC/GAS, as permitted by Commission Rule 1.2(g) and by R.I.G.L. § 38-2-2(4)(i)(B). The Company has submitted a Motion for Protective Treatment along with a copy of confidential Attachment DIV 3-6-ELEC/GAS to the Commission pending a determination on the Company's Motion. The Company has submitted a redacted version of the response in this filing for the public record. In addition, the Company plans to provide a copy of the confidential attachment to the Division upon the execution of a nondisclosure agreement.

The responses included with this filing complete the Division's Third Set, as indicated on the enclosed discovery log.

Thank you for your attention to this transmittal. If you have any questions, please feel free to contact me at (401) 784-7667.

Very truly yours,



Thomas R. Teehan

Enclosures

cc: Docket 4323 Service List
Leo Wold, Esq.
Steve Scialabba, Division

¹ The Narragansett Electric Company d/b/a National Grid (herein referred to as "National Grid" or the "Company").
280 Melrose Street, Providence, RI 02907
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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RHODE ISLAND PUBLIC UTILITIES COMMISSION

_____)	
National Grid)	
Docket 4323 - Application for Approval)	
of a Change in Electric and Gas)	
Base Distribution Rates)	
)	Docket No. 4323
)	
_____)	

**MOTION OF THE NARRAGANSETT ELECTRIC COMPANY,
D/B/A NATIONAL GRID
FOR PROTECTIVE TREATMENT OF CONFIDENTIAL INFORMATION**

Now comes The Narragansett Electric Company, d/b/a National Grid (“Company”) and hereby requests that the Rhode Island Public Utilities Commission (“Commission”) grant protection from public disclosure of certain confidential, competitively sensitive, and proprietary information submitted in this proceeding, as permitted by Commission Rule 1.2(g) and R.I.G.L. § 38-2-2(4)(i)(B).

I. BACKGROUND

On June 13, 2012, the Company filed with the Commission responses to data requests issued by the Rhode Island Division of Public Utilities and Carriers (“Division”) in the above-referenced proceeding. In Division 3-6-ELEC/GAS, the Division requests copies of the consulting contract relative to Company Witness Mr. Robert Hevert. As part of its response to Division 3-6 ELEC/GAS, the Company is providing as Attachment DIV 3-6-ELEC/GAS copies of the job award record and consulting services agreement

between the Company and Concentric Energy Advisors, Inc. (“Concentric”), for which Mr. Hevert works. These materials contain the rates Concentric is charging for consulting work in this matter. Because these rates are competitively sensitive, confidential, and proprietary to Concentric, the Company is hereby requesting that they be protected from public disclosure. The Company has also filed redacted copies of its filing deleting the competitively sensitive information in question.

II. LEGAL STANDARD

Rule 1.2(g) of the Commission’s Rules of Practice and Procedure provides that access to public records shall be granted in accordance with the Access to Public Records Act (“APRA”), R.I.G.L. §38-2-1, *et seq.* Under APRA, all documents and materials submitted in connection with the transaction of official business by an agency is deemed to be a “public record,” unless the information contained in such documents and materials falls within one of the exceptions specifically identified in R.I.G.L. §38-2-2(4).

Therefore, to the extent that information provided to the Commission falls within one of the designated exceptions to the public records law, the Commission has the authority under the terms of APRA to deem such information to be confidential and to protect that information from public disclosure.

In that regard, R.I.G.L. §38-2-2(4)(i)(B) provides that the following records shall not be deemed public:

Trade secrets and commercial or financial information obtained from a person, firm, or corporation which is of a privileged or confidential nature.

The Rhode Island Supreme Court has held that the determination as to whether this exemption applies requires the application of a two-pronged test set forth in

Providence Journal Company v. Convention Center Authority, 774 A.2d 40

(R.I.2001). The first prong of the test assesses whether the information was provided voluntarily to the governmental agency. Providence Journal, 774 A.2d at 47. If the answer to the first question is affirmative, then the question becomes whether the information is “of a kind that would customarily not be released to the public by the person from whom it was obtained.” Id.

In addition, the Court has held that the agencies making determinations as to the disclosure of information under APRA may apply the balancing test established by the Court in Providence Journal v. Kane, 577 A.2d 661 (R.I.1990). Under this balancing test, the Commission may protect information from public disclosure if the benefit of such protection outweighs the public interest in disclosure of information pending before regulatory agencies.

III. BASIS FOR CONFIDENTIALITY

The Company seeks protection from public disclosure of the confidential consultant rates provided in Attachment DIV 3-6-ELEC/GAS to its response to Division 3-6-ELEC/GAS. This information is competitively sensitive information, both for the Company and for Concentric. If this information were disclosed on the public record, the Company’s ability to negotiate terms with other consultants would be impaired. Moreover, consistent with the legal standard in Rhode Island, this information is the type of information that would not be customarily released to the public. Accordingly, in this case the need to ensure that the confidentiality of this commercially sensitive information outweighs any public interest in disclosure of the information. The

Company has provided all other portions of the Attachment DIV 3-6-ELEC/GAS as a public document.

V. CONCLUSION

In light of the foregoing, the Company respectfully requests that the Commission grant its Motion for Protective Treatment as stated herein.

Respectfully submitted,

**THE NARRAGANSETT ELECTRIC
COMPANY**

By its attorney,



Thomas R. Teehan (RI #4698)
280 Melrose Street
Providence, RI 02907
(401) 784-7667

Dated: June 13, 2012

Certificate of Service

I hereby certify that a copy of the cover letter and/or any materials accompanying this certificate were electronically submitted, hand delivered and mailed to the individuals listed below.

/S/
Janea Dunne

June 13, 2012
Date

National Grid (NGrid) – Request for Change in Electric & Gas Distribution Rates
Docket No. 4323 – Service List updated on 6/8/12

Name/Address	E-mail Distribution	Phone
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	Jennifer.hutchinson@us.ngrid.com	
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Matthew Kahal c/o Exeter Associates 10480 Little Patuxent Parkway Suite 300 Columbia, MD 21044	mkahal@exeterassociates.com	
File original & 11 copies w/: Luly E. Massaro, Commission Clerk Public Utilities Commission 89 Jefferson Blvd. Warwick, RI 02888	Lmassaro@puc.state.ri.us	401-780-2107
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The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4323
Discovery Log

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DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
DIVISION SET 1						
Division Set 1	Division 1-1-ELEC	05/09/2012	05/25/2012	Michael D. Laflamme	Att. DIV 1-1-ELEC	
Division Set 1	Division 1-2-ELEC	05/09/2012	05/25/2012	Michael D. Laflamme	Att. DIV 1-2-ELEC	
Division Set 1	Division 1-3-ELEC	05/09/2012	05/25/2012	Michael D. Laflamme	Att. DIV 1-3-ELEC	
Division Set 1	Division 1-4-ELEC	05/09/2012	05/25/2012	Michael D. Laflamme	Att. DIV 1-4-ELEC	
Division Set 1	Division 1-5-ELEC	05/09/2012	05/25/2012	Michael D. Laflamme		
Division Set 1	Division 1-6-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme	Att. DIV 1-6-ELEC	
Division Set 1	Division 1-7-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-8-ELEC	05/09/2012	05/25/2012	Michael D. Laflamme	Att. DIV 1-8-ELEC	
Division Set 1	Division 1-9-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme	Att. DIV 1-9-ELEC	
Division Set 1	Division 1-10-ELEC	05/09/2012	05/25/2012	Michael D. Laflamme		
Division Set 1	Division 1-11-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme	Att. DIV 1-11-ELEC	
Division Set 1	Division 1-12-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-13-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme	Att. DIV 1-13-ELEC	
Division Set 1	Division 1-14-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-15-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-16-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-17-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-18-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-19-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-20-ELEC	05/09/2012	05/25/2012	Michael D. Laflamme		
Division Set 1	Division 1-21-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme	Att. DIV 1-21-ELEC	
Division Set 1	Division 1-22-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-23-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme	Att. DIV 1-23-ELEC	
Division Set 1	Division 1-24-ELEC	05/09/2012	05/25/2012	Michael D. Laflamme		
Division Set 1	Division 1-25-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-26-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-27-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme	Att. DIV 1-27-ELEC	
Division Set 1	Division 1-28-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		

The Narragansett Electric Company
d/b/a National Grid
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DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
Division Set 1	Division 1-29-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme	Att. DIV 1-29-ELEC	
Division Set 1	Division 1-30-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		
Division Set 1	Division 1-31-ELEC	05/09/2012	05/23/2012	Michael D. Laflamme		
DIVISION SET 2						
Division Set 2	Division 2-1-GAS	05/14/2012	05/25/2012	Michael D. Laflamme	Att. DIV 2-1-GAS	
Division Set 2	Division 2-2-GAS	05/14/2012	05/25/2012	Michael D. Laflamme	Att. DIV 2-2-GAS	
Division Set 2	Division 2-3-GAS	05/14/2012	05/25/2012	Michael D. Laflamme		
Division Set 2	Division 2-4-GAS	05/14/2012	05/25/2012	Michael D. Laflamme	Att. DIV 2-4-GAS	
Division Set 2	Division 2-5-GAS	05/14/2012	05/25/2012	Michael D. Laflamme		
Division Set 2	Division 2-6-GAS	05/14/2012	05/25/2012	Michael D. Laflamme	Att. DIV 2-6-GAS	
Division Set 2	Division 2-7-GAS	05/14/2012	05/25/2012	Michael D. Laflamme	Att. DIV 2-7-GAS	
Division Set 2	Division 2-8-GAS	05/14/2012	05/25/2012	Michael D. Laflamme	Att. DIV 2-8-GAS	
Division Set 2	Division 2-9-GAS	05/14/2012	05/25/2012	Michael D. Laflamme	Att. DIV 2-9-GAS	
Division Set 2	Division 2-10-GAS	05/14/2012	05/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-11-GAS	05/14/2012	05/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-12-GAS	05/14/2012	05/25/2012	Michael D. Laflamme	Att. DIV 2-12-GAS	
Division Set 2	Division 2-13-GAS	05/14/2012	05/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-14-GAS	05/14/2012	05/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-15-GAS	05/14/2012	05/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-16-GAS	05/14/2012	05/29/2012	Michael D. Laflamme	Att. DIV 2-16-1-GAS Att. DIV 2-16-2-GAS Att. DIV 2-16-3-GAS	
Division Set 2	Division 2-17-GAS	05/14/2012	05/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-18-GAS	05/14/2012	05/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-19-GAS	05/14/2012	05/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-20-GAS	05/14/2012	05/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-21-GAS	05/14/2012	05/29/2012	Michael D. Laflamme	Att. DIV 2-21-GAS	
Division Set 2	Division 2-22-GAS	05/14/2012	05/29/2012	Michael D. Laflamme	Att. DIV 2-22-GAS	
Division Set 2	Division 2-23-GAS	05/14/2012	05/29/2012	Michael D. Laflamme	Att. DIV 2-23-GAS	
Division Set 2	Division 2-24-GAS	05/14/2012	05/29/2012	Michael D. Laflamme		
Division Set 2	Division 2-25-GAS	05/14/2012	05/29/2012	Michael D. Laflamme		

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
DIVISION SET 3						
Division Set 3	Division 3-1-ELEC/GAS	05/30/2012	06/11/2012	Michael D. Laflamme	Att. DIV 3-1-ELEC/GAS	
Division Set 3	Division 3-2-ELEC/GAS	05/30/2012	06/13/2012	Michael D. Laflamme	Att. DIV 3-2-ELEC/GAS	
Division Set 3	Division 3-3-ELEC/GAS	05/30/2012	06/12/2012	Robert B. Hevert	Att. DIV 3-3-ELEC/GAS	
Division Set 3	Division 3-4-ELEC/GAS	05/30/2012	06/12/2012	Robert B. Hevert		
Division Set 3	Division 3-5-ELEC/GAS	05/30/2012	06/12/2012	Robert B. Hevert	Att. DIV 3-5-ELEC/GAS	
Division Set 3	Division 3-6-ELEC/GAS	05/30/2012	06/13/2012	Michael D. Laflamme	Att. DIV 3-6-ELEC/GAS (Redacted)	Att. DIV 3-6-ELEC/GAS (Confidential)
Division Set 3	Division 3-7-ELEC/GAS	05/30/2012	06/11/2012	Michael D. Laflamme	Att. DIV 3-7-1-ELEC/GAS Att. DIV 3-7-2-ELEC/GAS Att. DIV 3-7-3-ELEC/GAS	
Division Set 3	Division 3-8-ELEC/GAS	05/30/2012	06/12/2012	Legal Department and Robert B. Hevert		
Division Set 3	Division 3-9-ELEC/GAS	05/30/2012	06/11/2012	Mustally Hussain	Att. DIV 3-9-1-ELEC/GAS Att. DIV 3-9-2-ELEC/GAS Att. DIV 3-9-3-ELEC/GAS Att. DIV 3-9-4-ELEC/GAS Att. DIV 3-9-5-ELEC/GAS Att. DIV 3-9-6-ELEC/GAS Att. DIV 3-9-7-ELEC/GAS Att. DIV 3-9-8-ELEC/GAS Att. DIV 3-9-9-ELEC/GAS	
Division Set 3	Division 3-10-ELEC/GAS	05/30/2012	06/11/2012	Mustally Hussain	Att. DIV 3-10-ELEC/GAS	
Division Set 3	Division 3-11-ELEC/GAS	05/30/2012	06/11/2012	Michael D. Laflamme	Att. DIV 3-11-ELEC/GAS	
Division Set 3	Division 3-12-ELEC/GAS	05/30/2012	06/11/2012	Michael D. Laflamme		
Division Set 3	Division 3-13-ELEC/GAS	05/30/2012	06/11/2012	Michael D. Laflamme		
Division Set 3	Division 3-14-ELEC/GAS	05/30/2012	06/13/2012	Michael D. Laflamme		
Division Set 3	Division 3-15-ELEC/GAS	05/30/2012	06/11/2012	Michael D. Laflamme		
Division Set 3	Division 3-16-ELEC/GAS	05/30/2012	06/11/2012	Michael D. Laflamme		
Division Set 3	Division 3-17-ELEC/GAS	05/30/2012	06/11/2012	Michael D. Laflamme	Att. DIV 3-17-ELEC/GAS	
Division Set 3	Division 3-18-ELEC/GAS	05/30/2012	06/12/2012	Robert B. Hevert		
Division Set 3	Division 3-19-ELEC	05/30/2012	06/12/2012	Robert B. Hevert		
Division Set 3	Division 3-20-ELEC/GAS	05/30/2012	06/12/2012	Robert B. Hevert		
Division Set 3	Division 3-21-ELEC/GAS	05/30/2012	06/12/2012	Robert B. Hevert		
Division Set 3	Division 3-22-ELEC/GAS	05/30/2012	06/12/2012	Robert B. Hevert	Att. DIV 3-22-ELEC/GAS	
Division Set 3	Division 3-23-ELEC/GAS	05/30/2012	06/12/2012	Robert B. Hevert	Att. DIV 3-23-ELEC/GAS	

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
Division Set 3	Division 3-24-ELEC/GAS	05/30/2012	06/13/2012	Robert B. Hevert	Att. DIV 3-24-ELEC/GAS	
Division Set 3	Division 3-25-ELEC/GAS	05/30/2012	06/12/2012	Robert B. Hevert	Att. DIV 3-25-ELEC/GAS	
Division Set 3	Division 3-26-ELEC/GAS	05/30/2012	06/12/2012	Robert B. Hevert		
Division Set 3	Division 3-27-ELEC/GAS	05/30/2012	06/12/2012	Robert B. Hevert		

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COMMISSION SET 1						
Commission Set 1	Commission 1-1-ELEC/GAS	05/24/2012	06/06/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-2-ELEC/GAS	05/24/2012	06/07/2012	Maureen P. Heaphy		
Commission Set 1	Commission 1-3-ELEC/GAS	05/24/2012	06/07/2012	Michael D. Laflamme	Att. COMM 1-3-1-ELEC/GAS Att. COMM 1-3-2-ELEC/GAS	
Commission Set 1	Commission 1-4-ELEC/GAS	05/24/2012	06/07/2012	Timothy D. Horan		
Commission Set 1	Commission 1-5-ELEC/GAS	05/24/2012	06/06/2012	Maureen P. Heaphy		
Commission Set 1	Commission 1-6-ELEC	05/24/2012	06/07/2012	Stephen F. Doucette and Maureen P. Heaphy		
Commission Set 1	Commission 1-7-ELEC	05/24/2012	06/07/2012	Stephen F. Doucette and Maureen P. Heaphy		
Commission Set 1	Commission 1-8-ELEC	05/24/2012	06/06/2012	Stephen F. Doucette		
Commission Set 1	Commission 1-9-ELEC	05/24/2012	06/07/2012	Stephen F. Doucette and Maureen P. Heaphy		
Commission Set 1	Commission 1-10-ELEC	05/24/2012	06/06/2012	Stephen F. Doucette		
Commission Set 1	Commission 1-11-ELEC	05/24/2012	06/06/2012	Stephen F. Doucette		
Commission Set 1	Commission 1-12-ELEC	05/24/2012	06/06/2012	Stephen F. Doucette		
Commission Set 1	Commission 1-13-ELEC/GAS	05/24/2012	06/04/2012	Evelyn M. Kaye		
Commission Set 1	Commission 1-14-ELEC/GAS	05/24/2012	06/04/2012	Evelyn M. Kaye		
Commission Set 1	Commission 1-15-ELEC/GAS	05/24/2012	06/06/2012	Evelyn M. Kaye		
Commission Set 1	Commission 1-16-ELEC/GAS	05/24/2012	06/04/2012	Evelyn M. Kaye and Michael D. Laflamme		
Commission Set 1	Commission 1-17-ELEC/GAS	05/24/2012	06/04/2012	Evelyn M. Kaye		
Commission Set 1	Commission 1-18-ELEC/GAS	05/24/2012	06/04/2012	Evelyn M. Kaye		
Commission Set 1	Commission 1-19-ELEC/GAS	05/24/2012	06/04/2012	Evelyn M. Kaye	Att. COMM 1-19-ELEC/GAS	
Commission Set 1	Commission 1-20-ELEC	05/24/2012	06/06/2012	Michael R. Hrycin	Att. COMM 1-20-1-ELEC Att. COMM 1-20-2-ELEC	
Commission Set 1	Commission 1-21-ELEC	05/24/2012	06/06/2012	Michael R. Hrycin	Att. COMM 1-21-ELEC	
Commission Set 1	Commission 1-22-ELEC	05/24/2012	06/06/2012	Michael R. Hrycin	Att. COMM 1-22-ELEC	
Commission Set 1	Commission 1-23-ELEC	05/24/2012	06/07/2012	Michael R. Hrycin		
Commission Set 1	Commission 1-24-ELEC	05/24/2012	06/07/2012	Michael R. Hrycin		
Commission Set 1	Commission 1-25-ELEC	05/24/2012	06/06/2012	Michael R. Hrycin		
Commission Set 1	Commission 1-26-ELEC	05/24/2012	06/06/2012	Michael R. Hrycin		
Commission Set 1	Commission 1-27-GAS	05/24/2012	06/06/2012	Jeffrey P. Martin		
Commission Set 1	Commission 1-28-GAS	05/24/2012	06/06/2012	Jeffrey P. Martin		
Commission Set 1	Commission 1-29-ELEC	05/24/2012	06/04/2012	Alfred P. Morrissey		

DATA SET	DATA REQUEST	DATE ISSUED	DATE FILED	WITNESS	ATTACHMENT	CONFIDENTIAL ATTACHMENT
COMMISSION SET 1						
Commission Set 1	Commission 1-30-ELEC	05/24/2012	06/04/2012	Alfred P. Morrissey		
Commission Set 1	Commission 1-31-ELEC	05/24/2012	06/04/2012	Alfred P. Morrissey		
Commission Set 1	Commission 1-32-ELEC	05/24/2012	06/04/2012	Alfred P. Morrissey		
Commission Set 1	Commission 1-33-ELEC	05/24/2012	06/07/2012	Alfred P. Morrissey		
Commission Set 1	Commission 1-34-ELEC	05/24/2012	06/07/2012	Alfred P. Morrissey		
Commission Set 1	Commission 1-35-ELEC/GAS	05/24/2012	06/06/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-36-ELEC/GAS	05/24/2012	06/07/2012	Michael D. Laflamme	Att. COMM 1-36-ELEC/GAS	
Commission Set 1	Commission 1-37-GAS	05/24/2012	06/07/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-38-ELEC	05/24/2012	06/06/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-39-ELEC/GAS	05/24/2012	06/07/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-40-ELEC/GAS	05/24/2012	06/07/2012	Ann E. Leary & Jeanne Lloyd	Att. COMM 1-40-ELEC/GAS	
Commission Set 1	Commission 1-41-ELEC/GAS	05/24/2012	06/06/2012	Robert B. Hevert		
Commission Set 1	Commission 1-42-ELEC/GAS	05/24/2012	06/06/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-43-ELEC/GAS	05/24/2012	06/06/2012	Michael D. Laflamme		
Commission Set 1	Commission 1-44-ELEC/GAS	05/24/2012	06/07/2012	Maureen P. Heaphy	Att. COMM 1-44-ELEC/GAS	
Commission Set 1	Commission 1-45-ELEC/GAS	05/24/2012	06/06/2012	Stephen F. Doucette		
Commission Set 1	Commission 1-46-GAS	05/24/2012	06/07/2012	Ann E. Leary		

Division 3-2-ELEC/GAS

Request:

Please provide the Company's current AFUDC rate and a workpaper showing how it was calculated.

Response:

Please refer to Attachment DIV 3-2-ELEC/GAS for the AFUDC rate effective for the Company for May 2012.

Narragansett Electric and Gas Company (Company 48 and 49)
COMPUTATION OF AFUDC RATE

Baseline Month = April 2012
(\$000)

<u>REFERENCE</u>	<u>AMOUNT</u>	<u>RATIO</u>	<u>COST RATE</u>	<u>FINANCING RATIOS (a)</u>	<u>AFUDC RATE</u>	<u>Sub-total</u>
SHORT-TERM DEBT	175,498		0.19%	58.30%	0.11%	
LONG-TERM DEBT	604,339	43.43%	5.40%	41.70%	0.98%	
TOTAL DEBT						1.09%
PREFERRED STOCK	2,454	0.18%	4.50%	41.70%	0.00%	
COMMON EQUITY	784,768	56.39%	10.15%	41.70%	2.39%	
TOTAL EQUITY						2.39%
TOTAL CAPITALIZATION	1,391,561	100.00%			3.48%	3.48%

(a) FINANCING RATIOS

COMPONENTS OF THE RATES

	<u>AMOUNT</u>	<u>S/W</u>		<u>RATE</u>	<u>RATIO</u>
AVERAGE ESTIMATED CWIP AND NUCLEAR FUEL	301,005	100.00%	BORROWED FUNDS	1.09%	31.3%
AVERAGE ESTIMATED SHORT-TERM DEBT	175,498	58.30%	OTHER FUNDS	2.39%	68.7%
S/W		41.70%		3.48%	100.0%

Division 3-6-ELEC/GAS

Request:

Please provide a copy of any RFP issued by NEC to obtain a rate of return witness, Mr. Hevert's proposal to the Company and any resulting contract or engagement letter.

Response:

The Company did not issue an RFP prior to engaging rate of return witness, Robert Hevert. The Company instead engaged Mr. Hevert through a sole sourcing process for several reasons. First, National Grid did not possess the expertise or resources necessary to perform the electric and gas ROE analysis. Mr. Hevert's familiarity with National Grid's operations made him the preferred consultant for this service. Mr. Hevert has testified for the Company and its affiliated New England distribution companies in recent Rhode Island, Massachusetts, and New Hampshire proceedings to address return on equity issues. As a result, he has in depth knowledge of the Company's and National Grid's business and financial risk profiles and the nature of its businesses, as well as the Rhode Island Public Utilities Commission's policies regarding cost of capital.

National Grid has been impressed with Mr. Hevert's work and responsiveness in the cases in which he represented National Grid. Mr. Hevert has responded quickly and meticulously under tight time constraints to issues that have arisen during these proceedings. Mr. Hevert has extensive experience in the field of cost of capital and return on equity and has testified on more than 30 occasions on these subjects before state and federal regulatory commissions throughout the United States.

Please refer to Attachment DIV-3-6-ELEC/GAS for copies of the job award record and consulting services agreement between National Grid and Concentric Energy Advisors, Inc., for which Mr. Hevert works.

JOB AWARD RECORD

PROCUREMENT AGENT: Don Pacheco **DATE:** January 5, 2012

BUSINESS NEED: Narragansett Rate Case

BID STRATEGY: Sole Source

WORK LOCATION:

REQUESTING DEPARTMENT: Regulation Pricing

REQUESTOR: M. Hussain

CONTRACT AWARDED TO: Concentric Energy Advisors

DOA RECEIVED: Yes - [REDACTED] signed by P. Viapiano VP Reg & Pricing

REQUISITION NO.: 77720 **PURCHASE ORDER NO.:** 161630

PO / CONTRACT PRICE: [REDACTED]

LENGTH OF CONTRACT: January, 5, 2012 through March 31, 2013

AWARD RATIONALE: COMPETITIVE (See Table 1)
NEGOTIATED
x SOLE SOURCE (explain below)

COST SAVINGS / INCREASES:

DESCRIPTION OF AWARD:

Concentric is doing cost of equity study for Narragansett's electric and gas rate case as part of the Narragansett rate case required for April, 2012. A myriad of duties are outlined in the scope of work. This work is a normal part of the rate case preparation for the RIPUC

SUMMARY

Contract was awarded to Concentric for up to [REDACTED] Delegation of Authority in the amount of [REDACTED] signed by P. Viapiano VP Reg & Pricing

ATTACHED DOCUMENTS

- Sole Source

**CONSULTANT SERVICES AGREEMENT
NARRAGANSETT RATE CASE**

Purchase Order No. 161630

NATIONAL GRID

&

**CONCENTRIC ENERGY ADVISORS, INC
293 Boston Post Road West
Suite 500
Marlboro, MA 01752**

January 5, 2012

Prepared by:

**Donald J. Pacheco
Global Procurement, Indirects
National Grid
40 Sylvan Rd
Waltham, MA 02451
phone: 781-907-3012
fax: 781-522-1061
don.pacheco@us.ngrid.com**

CONSULTANT SERVICES AGREEMENT

This Agreement for Narragansett Electric Company Electric & Gas Rate Case (Return on Equity Study) ("Agreement") Effective as of this 5th day of January, 2012 ("Effective Date") by and between The Narragansett Electric Company, a Rhode Island corporation, with principal offices at 280 Melrose Street, Providence, Rhode Island 02907; (hereinafter the "Company") and Concentric Energy Advisors, Inc. ("Consultant") having its office and principal place of business at 293 Boston Post Road West, Suite 500, Marlborough, MA 01752 for the Services identified as

NARRAGANSETT ELECTRIC RATE CASE PURCHASE ORDER NO: 161630

ARTICLE 1 - DEFINITIONS

"Project Manager" refers to the National Grid and Consultant representative(s) designated to direct, inspect and coordinate the performance of Services

"Services" refers to work performed by Consultant in accordance with National Grid Scope of Work as specified in Article 2.

"Subconsultant" or "Subcontractor" – shall mean Mr. Robert B. Hevert having a direct contract with Consultant for performing Services, which Consultant will retain during the term of the Agreement to provide services in support of the Project. Consultant shall remain fully responsible for all such services provided Mr. Robert B. Hevert to the same extent Consultant is responsible hereunder to Company for such services.

ARTICLE 2 - SCOPE OF SERVICES

Consultant (which includes its Subcontractor), shall conduct, in accordance with Schedule B – National Grid Scope of Work where Consultant, will prepare the Company's return on equity study and all related and supporting work papers in compliance with Rhode Island Public Utilities Commission ("RI-PUC" or "Commission") precedent and policy goals for Narragansett Electric d//b/a/ National Grid ("Company"). Consultant, will perform several other functions including

preparing analysis, presentations, testimony, and testifying as expert witness.

In addition, Consultant, shall provide the expertise, management, personnel, facilities, equipment and processes to perform the Services in accordance with this Agreement.

Further, the Consultant shall perform all the normal, usual and customary work tasks related to the Services, including those reasonably implied therein, which are incidental, requisite and proper to satisfactorily accomplish the work tasks, activities and deliverables. Company makes no guarantees or promises, as to the volume or level of Services to be placed or performed by Consultant.

ARTICLE 3 - CONTRACT DOCUMENTS

The following documents, including all attached schedules, appendices, exhibits or other attachments thereto, are incorporated by reference as if fully set forth herein. All component parts hereinafter referred to collectively and individually as the "Contract Documents" or "Agreement," are intended to be complementary and contain the entire agreement between the parties. In the event of conflict between the documents, they are listed in descending order of precedence.

1. Schedule A: Supplemental Conditions
2. Consultant Services Agreement
3. Non-Disclosure Agreement
4. National Grid USA and Affiliated Companies Terms and Conditions for Service Firms, Document No. 00400 (rev.2 06/25/09)
5. Schedule B: Scope of Services – National Grid
6. Schedule C: Scope of Services – Concentric
7. Schedule D: Price Schedule
8. Schedule E: National Grid Contractor Safety Requirements dated 02/01/11
9. Schedule F: National Grid Environmental Requirements dated 5/28/10

10. Schedule G: National Grid Background Check – Level 1 Requirements
dated 1/7/11

ARTICLE 4 – TERM OF THE AGREEMENT

The Agreement shall be effective on January 5, 2012 through March 31, 2013, unless sooner terminated in accordance with the provisions of the Terms and Conditions and Supplemental Conditions, if any.

ARTICLE 5 - SCHEDULE

In the event Consultant does not progress in accordance with the Schedule, the Project Managers will meet to ascertain the level of additional efforts required to realign performance with the Proposal's Schedule. Such additional efforts shall be committed to in writing and the terms, including payment for such additional efforts shall be agreed to in writing prior to the commencement of any such additional efforts.

If Consultant's performance is delayed by any Company act or omission, or by interference by a public authority, strike or injunction, none of which are caused, instituted or provoked by Consultant or its Subconsultant(s), agent(s) or representative(s) and Consultant cannot, with reasonable diligence, makeup for such delay, then the specified date for completion of Services shall be extended by Company as determined by the respective Project Managers.

ARTICLE 6 - CONTRACT PRICE

For and in consideration of the Consultant's true and faithful performance of each and every covenant, agreement and requirement set forth in this Agreement, Consultant shall be compensated for the Services performed pursuant to the Pricing Document attached hereto as a part of Schedule D. All rates will remain firm for the Agreement period, and shall not be subject to any increases unless agreed to by the parties.

ARTICLE 7 - PAYMENTS

Consultant shall submit invoices for Services and Expenses for each Project. Payment terms shall be Net 30 days from receipt of a correct invoice. All invoices shall be submitted and payments made in accordance with and subject to the terms and conditions set forth in the Terms and Conditions and Supplemental Conditions. Send all invoices to: National Grid, 300 Erie Boulevard West, Syracuse, NY 13202-4250, Attn: Accounts Payable, and a copy to Mustally Hussain at National Grid, One Metrotech Center, Brooklyn, NY 11801. Invoices must include National Grid Purchase Order Number 161630

If Company disputes and/or questions any portion of an invoice and desires, in its sole discretion, to retain the disputed portion pending resolution, the undisputed portion of such invoice shall be payable in accordance with the terms of this Agreement.

ARTICLE 8 – NOTICES

All legal and contractual notices shall be given to the designated Party by registered mail, certified mail or express (overnight) delivery service, postage prepaid, to the intended Party at the following address or at such changed address as may from time to time be designated in a notice similarly delivered or mailed to:

Consultant:

Concentric Energy Advisors, Inc
293 Boston Post Road West, Ste 500
Marlborough, MA 01752
Attention: Mr. John Reed

Company:

National Grid
40 Sylvan Rd
Waltham, MA 02451
Attention: Donald J. Pacheco

ARTICLE 9 – SEVERAL LIABILITY

The rights and obligations of each National Grid Company in connection herewith shall be several and not joint. Any claims Consultant may have against a Company under a particular Purchase Order, including without limitation any claims for payment or claims based on damages or other liability, may apply only to such individual National Grid Company, and may not be sought from any other National Grid Companies, regardless of whether they are Companies under other Purchase Orders. Consultant hereby explicitly waives any right it may have for recovery against any National Grid Company other than the National Grid Company identified as the Company on a particular Purchase Order, for all matters arising out of or connected to such individual Purchase Order.

ARTICLE 10 – ADDITIONAL NATIONAL GRID COMPANIES

With the approval of the National Grid Companies, any current or future affiliate of such companies may become a party to this Agreement at its discretion. Consultant agrees that it shall execute any documents, including any amendments to this Agreement or any letter of acknowledgement that such affiliate reasonably believes to be necessary to effect its inclusion as a party under this Agreement. Once included as a party, such affiliate may exercise all rights afforded to the National Grid Companies under this Agreement.

ARTICLE 11 - ENTIRE AGREEMENT

This Agreement, including all Contract Documents, constitutes the entire Agreement between the National Grid Companies and the Consultant, with respect to the Services specified, and all previous representations relative thereto, either written or oral are hereby annulled and superseded. No modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each party hereto.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative on the day and year set forth below.

CONSULTANT NAME

CONCENTRIC ENERGY ADVISORS, INC

By: [Signature]
Title: Sr. Vice President

Date: Jan 25, 2012

NATIONAL GRID COMPANIES

THE NARRAGANSETT
ELECTRIC COMPANY

By: [Signature]
Title: GLOBAL Procurement

Date: 1/31/12

SCHEDULE A

**SUPPLEMENTAL CONDITIONS
to
TERMS AND CONDITIONS FOR CONSULTING SERVICES
Document No. 00400, rev. 6/25/09**

between

**NATIONAL GRID
and AFFILIATED COMPANIES
40 Sylvan Rd
Waltham, MA 02451**

and

**CONCENTRIC ENERGY ADVISORS
293 Boston Post Road West, Suite 500
Marlborough, MA 01752**

January 5, 2012

The following Supplemental Conditions shall modify, delete and/or add to the Terms and Conditions and/or other Contract Documents. In the case of a conflict between the Supplemental Conditions and any other Contract Document the Supplemental Conditions shall prevail.

PAR 2.2

ADD the following paragraph:

Notwithstanding any provision of these Terms and Conditions or any other agreement in effect between Consultant and Company, Consultant's assumed liabilities under the Purchase Order, these Terms and Conditions including its obligation to indemnify Company, are limited to: **(i) two times** the amount Consultant has been paid as compensation for services performed pursuant to the Purchase Order, and/or (ii) Consultant's insurance coverage.

PAR 6.3

DELETE and REPLACE with the following paragraph:

Consultant shall be liable for and pay all taxes, contributions and penalties, including interest thereon, that are required or imposed by law in connection with the Project, including, but not limited to, employment (including, but not limited to, FICA, pension obligations and fees), unemployment compensation, worker's compensation, old age retirement benefits, life pensions, annuities and similar taxes or benefits, which may now

or hereafter be imposed by law or collective bargaining agreements applicable to labor, with respect to performance of the Project.

PAR 6.4

ADD the following paragraph:

The Company is responsible for paying any local, state or federal sales, use or ad valorem that might be assessed on Consultant's services.

PAR 7.5

DELETE the words "2% ten (10) days / net" from the paragraph.

PAR 10.2

ADD to the end of the paragraph the words "for a period of six (6) months

PAR 11.5.3

DELETE the word "owned" from the paragraph

PAR 11.10

DELETE in its entirety

PAR 17.1.1

ADD the following words after the second sentence in the paragraph "to which the Company is entitled pursuant to the terms of the Purchase Order and for which Consultant has received payment."

PAR 17.1.2

ADD the following words at the end of the paragraph "but only up to the amount Consultant has been compensated for its work on this Project."

PAR 17.2.1

Add the following words at the end of the first sentence "to which the Company is entitled pursuant to the terms of the Purchase Order and for which Consultant has received payment."

PAR 19.6

ADD the following words at the end of the paragraph "up to a period of six (6) months."

PAR 20.1 & 20.2

DELETE in its entirety

PAR 20.3

DELETE the words “In order to further effectuate the provisions of this Section 20.0,” from the beginning of the paragraph.

PAR 21.1

ADD the following words to the end of the paragraph “or Consultant is required to disclose such information by a government agency, in which case, Consultant will so notify Company as soon as possible in advance of disclosure.”

PAR 21.3

ADD the following words to the end of the paragraph “up to a period of six (6) months.”

PAR 27.2

ADD the following words after the word “project” in the first sentence “and for which Consultant has been reimbursed.”

PAR 27.3

ADD the following after “(with Company’s approval)” the words “and for which the Consultant has been reimbursed”

NON-DISCLOSURE AGREEMENT

This agreement ("Agreement") dated as of December 9, 2011 (the "*Effective Date*"), between Concentric Energy Advisors, Inc., a Delaware Corporation and The Narragansett Electric Company, a Rhode Island corporation, with principal offices at 280 Melrose Street, Providence, Rhode Island 02907 d/b/a National Grid, ("National Grid" or the "Company") a Massachusetts corporation (each individually, a "*Party*" and, collectively, the "*Parties*").

WHEREAS, the Parties and their respective Affiliates (as such term is defined below) possess certain confidential and proprietary Information (as such term is defined below); and

WHEREAS, the Parties desire to disclose Information to each other in connection with The Narragansett Electric Company cost of equity and capital structure testimony for the Company's electric and gas rate case (the "*Purpose*"); and

WHEREAS, each Party may elect, in its sole discretion, to disclose Information to the other Party or its Affiliates in connection with such Purpose, subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

§1. Definitions.

(a) The term "*Information*" means

(i) all financial, technical and other non-public or proprietary information which is furnished or disclosed by the Disclosing Party or its Affiliates (or its or its Affiliates' agents, servants, contractors, representatives, or employees) to the Recipient or its Representatives (as such term is defined below) in connection with the Purpose and that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed;

(ii) memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements or any other thing prepared or derived from the information described in §1(a)(i), above; and

(iii) The fact that this Agreement exists, that Information has been or may be disclosed pursuant to this Agreement, and/or that the Recipients or their Affiliates may be considering a potential transaction (including the status thereof).

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(b) The term "*Recipient*" means a Party to whom the other Party discloses Information in its possession.

(c) The term "*Disclosing Party*" means the Party disclosing Information in its possession to a Recipient.

(d) The term "*Representative(s)*" means the Affiliates of a Recipient and the officers, directors, employees, contractors, and representatives of such Recipient and its Affiliates.

(e) The term "*Affiliate*" shall mean any person controlling, controlled by, or under common control with, any other person; "control" shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person.

§2. *Permitted Disclosure.* Recipient shall receive all Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Information, and shall not divulge Information to any third party without the prior written consent of the Disclosing Party. The foregoing notwithstanding, the Recipient may disclose Information to its Representatives to the extent each such Representative has a need to know such Information for the Purpose contemplated by this Agreement and agrees to observe and comply with the obligations of the Recipient under this Agreement with regard to such Information. The Recipient shall be responsible hereunder for any breach of the terms of this Agreement to the extent caused by its Representatives.

§3. *Exclusions from Application.*

(a) This Agreement shall not apply to Information that,

(i) at the time of disclosure to the Recipient, is in the public domain, or thereafter enters the public domain without any breach of this Agreement by the Recipient or any of its Representatives,

(ii) is rightfully in the possession or knowledge of Recipient or its Affiliates prior to its disclosure by the Disclosing Party to Recipient hereunder,

(iii) is rightfully acquired by Recipient or its Affiliate(s) from a third party who is not under any obligation of confidence with respect to such Information, or

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(iv) is developed by Recipient or its Affiliates independently of the Information disclosed to it (as evidenced by written documentation.)

§4. Production of Information. The Recipient agrees that if it is required by law, by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of the Disclosing Party's Information, it shall provide the Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient (or any Representative of the Recipient) is, in the opinion of its counsel, legally compelled to disclose such Information, the Recipient may disclose that portion of the Information which its counsel advises must be disclosed and such disclosure shall not be deemed a breach of any term of this Agreement. In any event, the Recipient will use reasonable efforts to seek confidential treatment for Information so disclosed if requested to do so by Disclosing Party, and will not oppose any action by, and will reasonably cooperate with, the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Information.

§5. Personal Information. If and to the extent Personal Information (defined in Exhibit A) is disclosed by the Company to the Recipient, the attached Information Security Addendum (attached hereto as Exhibit A) shall apply and shall be incorporated herein and made apart of this Agreement.

§6. Scope of Use. Recipient and each of its Representatives shall use Information disclosed by the Disclosing Party solely in connection with the Purpose and shall not use, directly or indirectly, any Information for any other purpose without the Disclosing Party's prior written consent.

§7. No Representations; No Rights Conferred. Disclosing Party makes no representations or warranties, express or implied, as to the quality, accuracy, completeness or reliability of any Information disclosed hereunder. Disclosing Party, its directors, managers, officers, and employees shall have no liability whatsoever with respect to the use of, or reliance upon, the Information by the Recipient or its Affiliates. Recipient shall not acquire any rights in Information by virtue of its disclosure hereunder. No license to Recipient, under any trademark, patent, or other intellectual property right, is either granted or implied by the conveying of Information to the Recipient.

§8. Return or Destruction of Information. Recipient shall return and deliver, or cause to be returned and delivered, to the Disclosing Party, or destroy (with certification of destruction delivered to Disclosing Party), all tangible Information, including copies and abstracts thereof, within 30 days of a written request by the Disclosing Party. The foregoing notwithstanding, Recipient may retain one copy of such Information for archival purposes only and subject to compliance with the terms of this Agreement.

§9. No Partnership, Etc. Nothing contained herein shall bind, require, or otherwise commit a Party (or any Affiliate thereof) to proceed with any project, sale, acquisition, or other transaction of or with the other Party or any other entity. No agency, partnership, joint venture,

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or other joint relationship is created by this Agreement. Neither this Agreement nor any discussions or disclosures hereunder shall prevent either Party from conducting similar discussions with other parties or performing work, so long as said discussions or work do not result in the disclosure of Information in violation of the terms of this Agreement. The terms of this Agreement shall not be construed to limit either Party's right to independently engage in any transaction, or independently develop any information, without use of the other Party's Information.

§10. Term and Termination. Recipient's duties of confidentiality as set forth herein shall have a term of ____ years from the Effective Date (the "*Term*"). Either Party may terminate this Agreement by written notice to the other Party. Notwithstanding any such termination, all rights and obligations hereunder shall survive for the Term for all Information disclosed prior to such termination.

§11. Injunctive Relief. The Parties acknowledge that a breach of this Agreement by Recipient may cause irreparable harm to the Disclosing Party for which money damages would be inadequate and would entitle the Disclosing Party to injunctive relief and to such other remedies as may be provided by law.

§12. Governing Law; Consent to Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the [Commonwealth of Massachusetts][State of New York] without regard to the principles of the conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of the [Commonwealth of Massachusetts][State of New York] for the purpose of interpretation and enforcement of this Agreement.

§13. Amendments. This Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of both Parties to this Agreement.

§14. Assignment. This Agreement may not be assigned without the express written consent of both Parties hereto; provided, however, that either Party may assign this Agreement to an Affiliate without the other Party's consent.

§15. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited by, or determined to be invalid under, applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed herein shall be in addition to, and not in limitation of, those provided by applicable law.

§16. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations with respect to such subject matter, either oral or written, are hereby annulled and superseded.

§17. Consents and Waivers. Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by an authorized representative of the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall operate as a

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waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.

§18. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or other electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes. In proving this Agreement it shall not be necessary to produce or account for more than one such counterpart signed by the Party against whom enforcement is sought.

§19. No Publicity. No Party shall issue any press release or make any other public announcement regarding the existence of this Agreement or any discussions between the Parties regarding the Purpose without the prior written consent of the other Party, such consent not to be unreasonably withheld.

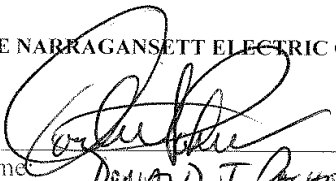
IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of the Parties as of the date first above written.

THE NARRAGANSETT ELECTRIC COMPANY

By:

Name:

Title:


DONALD J. PACHECO


GLOBAL PROCUREMENT

CONCENTRIC ENERGY ADVISORS, INC

By:

Name:

Title:


James M. Coyne

Sr. Vice President

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Exhibit A

Information Security Addendum

The following terms and conditions shall apply with regard to Personal Information as defined in this Information Security Addendum ("Addendum"). In the case of any inconsistency, conflict, or any other difference with respect to Personal Information between the Non-Disclosure Agreement and any of the terms in this Addendum, the terms of this Addendum shall in all cases be controlling. To the extent any capitalized terms are not defined in this Addendum, such shall have the same definition as have been provided in the preceding Agreement.

1.0 Definitions:

- 1.1 "Personal Information" – Information that identifies a specific person, including but not limited to home and work addresses; telephone numbers, e-mail addresses; social security numbers; birthdates, gender; marital status; driver's license numbers or other driver identification data; personnel records; customer account information; financial account information; credit related information including but not limited to credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual's financial account; and medical or health information. Without limiting the foregoing, Personal Information includes all private data of Disclosing Party's and its affiliates' employees, officers, directors, subcontractors, agents, and customers, as may be defined by state and/or federal statutes and regulations and/or Disclosing Party policies or practices. Personal Information shall not include publicly available information, lawfully made available to the general public in federal, state, or local government records.

2.0 SECURITY

- 2.1 Recipient shall not, directly or indirectly, divulge, disclose or communicate to any person, firm, or corporation any Personal Information, except with the written permission of Company.
- 2.2 All records pertaining to the Personal Information, whether developed by the Recipient or others, are and shall remain the property of Company;
- 2.3 Recipient shall adopt, implement and maintain security procedures sufficient to protect from improper disclosure or use all Personal Information. Such security procedures shall be reasonably acceptable to Company and in compliance with all applicable statutory and regulatory requirements. As of March 1, 2010, Recipient shall have adopted a written information security program ("WISP") consistent with the Standards for the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the "MA Security Regs") to govern the protection of all Personal Information. Recipient maintains on behalf of Company, and Recipient agrees to apply the standards and requirements of the MA Security Regs to all such Personal Information, regardless of the jurisdiction in which the subject of the Personal Information resides. During the term of this Agreement and for a period of seven years thereafter, Recipient shall maintain, and provide for Company's review, at Company's request, (a) Recipient's WISP and (b) other applicable security program documents, including its incident

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response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Privacy Laws, including the MA Security Regs. Recipient shall provide Company with any amendments to such policies or programs, and any new policies or programs related to information privacy and security as may be adopted by Recipient from time to time, within thirty (30) days after the adoption of any such amendment, policy or program.

- 2.4 Recipient shall notify Company immediately and in writing of any actual or attempted unauthorized possession, use, or knowledge of the Personal Information. Recipient shall promptly and in writing provide Company with full details of the actual or attempted unauthorized possession, use, or knowledge, and shall use reasonable efforts to prevent a recurrence thereof. Company, or its designated agent, shall have the right, upon reasonable notice to Recipient, to complete a review of Recipient's security measures and ensure that unauthorized access to Personal Information has been eliminated. Recipient's failure to comply with this Article 2.4 shall be considered a material breach of the Agreement, for which no cure period shall apply.
- 2.5 Recipient shall notify Company immediately and in writing if it becomes aware of a vulnerability that could create a risk of unauthorized access to the Personal Information, and shall work with Company to mitigate such risk.
- 2.6 Recipient shall, from time to time during the term of the Non-Disclosure Agreement and for a period of seven years thereafter, regular business hours and upon reasonable notice, permit Company or its representatives to perform audits of Recipient's facilities, equipment, books and records (electronic or otherwise), operational systems and such other audits as may be necessary to ensure: (a) Recipient's compliance with this Addendum, (b) Recipient's compliance with all applicable regulations and laws, and (c) Recipient's financial and operational viability, including but not limited to Recipient's internal controls, security policies, business resumption, continuity, recovery, and contingency plans.
- 2.7 Recipient shall have a process for managing both minor and major security incidents. Recipient shall report security incidents to the Company. Recipient shall cooperate with and follow the instructions of Company in responding to any such incident related to Personal Information that was provided to Recipient by Company, or by Company employees, agents or customers, hereunder. Recipient incidents include, but are not limited to, a virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting Company data and services, physical security breaches into facilities directly responsible for supporting Company data and services, and other directed attacks on systems directly responsible for supporting Company data and services.
- 2.8 Recipient understands the extremely sensitive nature of the Personal Information shared, and acknowledges that Company would suffer irreparable harm, for which damages would not be an adequate remedy, if Company's Personal Information were improperly disclosed. Recipient therefore agrees that Company shall be entitled to seek and obtain equitable relief in addition to all other remedies at law to protect its Personal Information.
- 2.9 Recipient further agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Recipient's possession and when being transmitted from Recipient or received by Recipient. Without limiting any other obligations under any agreement entered into between the Parties, Recipient agrees that it shall defend, indemnify and hold harmless Company and its Affiliates and their officers, directors, employees, agents, servants, successors and assigns from and against any and all losses, claims, demands, and/or liability, including reasonable legal costs, arising out of or related to any improper disclosure of Personal Information in the possession of Recipient or any party under its control

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including disclosures resulting from any security breach or encryption failure in the transmission of such Personal Information, regardless of whether caused by Recipient's negligence, except to the extent caused by the sole negligence of Company.

- 2.10 In the event that the Recipient fails to fulfill the above obligations or in the event that such appears to be an imminent possibility, Company shall be entitled to all legal and equitable remedies afforded it by law as a result thereof and may, in addition to any and all other forms of relief, recover from the undersigned all reasonable costs and attorneys' fees encountered by it in seeking any such remedy.

3.0 DATA SCRUBBING VERIFICATION

- 3.1 Upon termination of all agreements between the Parties relevant to and in connection with the Purpose, Recipient shall return to Company all Personal Information or destroy such Personal Information beyond recovery and certify such destruction in writing to Company's procurement agent. Without limiting the foregoing, upon termination of all agreements between the Parties relevant to and in connection with the Purpose, the Recipient shall use the best possible means to scrub, or otherwise destroy beyond recovery all electronic Personal Information in its possession, certifying such destruction in writing to Company's procurement agent, and providing Company with a written explanation of the method used for data disposal/destruction, along with a written certification that such method meets or exceeds the Company's data handling standards and industry best practices for the disposal/destruction of sensitive data.

4.0 Miscellaneous

- 4.1 The Recipient hereby assigns to Company all right, title, and interest in and to (including the sole right to obtain patents or copyrights on) any work, expression, invention, idea, discovery, improvement, or development, whether or not patentable, which may be conceived or made by the undersigned during the course of its work under any agreement between the Parties in connection with the Purpose. In addition, the Recipient shall execute all documents and, at the request and expense of Company, do all things necessary and proper in order to apply for or obtain patent(s) in the name of Company covering such work, expression, invention, idea, discovery, improvement, or development or in order to vest title thereto in Company;
- 4.2 The terms of this Addendum shall survive the termination of all agreements between the Parties related to or in connection with the Purpose for any reason.



**NATIONAL GRID USA
AND AFFILIATED COMPANIES**

**TERMS AND
CONDITIONS**

FOR

CONSULTING SERVICES

DOCUMENT NO. 00400

00400

TERMS AND CONDITIONS

CONSULTING SERVICES

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1.0 DEFINITIONS

- 1.1 Defined Terms. For purposes of these Terms and Conditions and as used in the Purchase Order incorporating these Terms and Conditions, the following commonly used terms are defined as follows:
 - 1.1.1 "Company" – The primary contracting party identified as such in the Purchase Order – usually National Grid USA or one of its affiliated companies and their successors and assigns.
 - 1.1.2 "Purchase Order" – The written and executed agreement between Company and Consultant including all documents therein designated as being a part of the Purchase Order and all amendments thereto ("Amendments"). The Purchase Order constitutes the entire agreement between the Company and Consultant regarding the subject matter of the Purchase Order.
 - 1.1.3 "Consultant" – The business entity (firm or individual) identified as such in the Purchase Order and their legally appointed representatives, to the extent such representation is approved by the Company.
 - 1.1.4 "Project" – In its totality, the complete scope of work and services to be performed and provided as defined by the Company over a specified period of time and cost.
 - 1.1.5 "Subconsultant" – Any business entity (firm or individual) regardless of tier, which the Consultant may retain during the term of the Purchase Order to provide services in support of the project. Consultant shall remain fully responsible for all such services provided by its Subconsultant(s) of any tier.

2.0 CONSULTANT'S RESPONSIBILITIES

- 2.1 Consultant shall, subject to the terms and conditions of the Purchase Order:
 - 2.1.1 Furnish all necessary management, technical and other personnel necessary for the timely prosecution of the Project to the Company's satisfaction.
 - 2.1.2 Appoint one or more individuals who shall be authorized to receive directions for and act on behalf of Consultant and with whom the Company may consult at all reasonable times, and whose instructions, requests and decisions will be binding upon Consultant as to all matters pertaining to the Purchase Order and the performance of the parties hereunder.
 - 2.1.3 Provide the Company with all reports, analyses and/or other documents as directed by the Company at intervals and periods agreed upon in sufficient detail to allow the Company to evaluate the progress of the work or make assessments of any other element of the services being performed.
 - 2.1.4 Provide the Company with cost and budget data in a form acceptable to Company, including projections of Purchase Order cost, estimates applicable to proposed changes in the workscope, and other cost items associated with the work. Provide the Company with prompt notification of anticipated schedule or cost impacts on the Project.

3.0 PERSONNEL BACKGROUND CHECKS

- 3.1 Consultant shall comply with the Company's background check requirements as defined in the Company's policies and procedures as set forth in this Agreement and as may be amended from time to time.

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- 3.2 Consultant shall be wholly and solely responsible for all acts of its personnel while engaged in the Project. Any illegal acts, including but not limited to terrorism affecting the property and personnel of National Grid USA, by Consultant or Subconsultant shall be considered grounds for finding the Consultant in default and terminating the Purchase Order in accordance with Article 17, in addition to other rights or remedies available to National Grid USA under applicable law.

4.0 INDEPENDENT CONTRACTOR

- 4.1 Consultant shall be an independent contractor with respect to the Project to be performed hereunder. Neither Consultant nor its Subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of Company.

5.0 COMPANY'S RESPONSIBILITIES

- 5.1 Company will, at such times as may be necessary for the successful and expeditious completion of the Project, appoint an individual who will be authorized to act on behalf of Company with whom Consultant may consult at reasonable times. Changes in the Purchase Order scope or price shall be authorized only through the issuance of a Purchase Order Change per Section 14.0.

6.0 PURCHASE ORDER PRICE

- 6.1 Company shall provide and Consultant shall accept compensation for the work in accordance with the terms of the Purchase Order and any changes thereto per Section 14.0.
- 6.2 Any changes in the Purchase Order Price, either to adjust for changes in the estimated costs or for other cost elements applicable to the Project, shall be incorporated into the Purchase Order in accordance with Section 14.0. Company will not compensate the Consultant for amounts in excess of the Purchase Order Price.
- 6.3 Consultant shall be liable for and pay all taxes, contributions and penalties, including interest thereon, that are required or imposed by law in connection with the Project, including, but not limited to, federal, state or local sales, use, excise, consumer, employment (including, but not limited to, FICA, pension obligations and fees), unemployment compensation, worker's compensation, old age retirement benefits, life pensions, annuities and similar taxes or benefits, which may now or hereafter be imposed by law or collective bargaining agreements applicable to labor, services, goods or materials with respect to performance of the Project.
 - 6.3.1 Consultant shall indemnify, defend and save harmless Company, its affiliates, officers, directors, employees, agents, successors and assigns, from and against any and all liability for taxes, contributions and penalties, including the interest thereon, resulting from the Purchase Order or the services performed thereunder.
 - 6.3.2 If Consultant fails to pay said taxes, contributions and penalties, and interest thereon, Company shall have the right, but shall not be obligated, to pay the same. Consultant agrees to reimburse Company for all taxes, contributions and penalties, including interest thereon, assessed against Consultant and paid by Company upon demand or at the same time that final payment is due, at the Company's sole option, in accordance with the Purchase Order.

7.0 INVOICES

- 7.1 Consultant shall submit invoice(s) in accordance with the Purchase Order and as set forth in this Section 7.0. Invoice(s) shall include and be supported by documentation, explanation and any other information necessary to substantiate, to the Company's satisfaction, all amounts being invoiced.

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- 7.2 Each invoice shall reference the Company's Purchase Order number.
- 7.3 For Professional Hourly Rate Purchase Orders, Consultant shall submit, on a monthly basis, its invoice applicable to reimbursable costs, in accordance with the Purchase Order, for services satisfactorily performed during the previous month. As applicable to the particular scope of work, each invoice shall, at a minimum, provide the following:

7.3.1 GENERAL

Consultant's invoice number, date of invoice, period covered by the invoice, and period and cumulative cost summaries.

7.3.2 DIRECT LABOR

The appropriate individual's name, payroll number, job classification and applicable rate being invoiced. Rates and job classification/titles shall be consistent with the rate schedule in the Purchase Order. The extension of all approved labor hours, by individual, times the hourly rate and the period total.

7.3.3 TRAVEL/BUSINESS EXPENSE

All invoiced costs shall be reasonable, itemized and supported with copies of all vouchers, records of advances, charge receipts, airbills, rental receipts, and any other information required to validate the charges to Company's satisfaction. Travel charges should specifically note the time and reason for the travel/expense, as well as the individual incurring such expenses.

7.3.4 OTHER DIRECTS

As provided for in the Purchase Order, reimbursable cost elements may include materials, subcontracts and other costs as may be allowed. These charges shall be supported by internal log sheets, approved vendor invoices and/or accounting summaries as required to verify all charges.

- 7.4 Fixed price agreements, or agreements on which fixed amounts of compensation are due based on milestone achievements or deliverables, shall be invoiced by the Consultant upon completion of such Services satisfactory to Company.
- 7.5 Company will pay the Consultant 2% ten (10) days / net thirty (30) days from receipt of an acceptable invoice. Unacceptable invoices may, at Company's option, be adjusted and paid as adjusted, or returned to the Consultant for correction and re-submittal.
- 7.6 Upon completion of the Consultant's Services to the Company's satisfaction pursuant to Section 12.0 "Schedule", Consultant shall submit its final invoice marked "Final Invoice" for all work performed. The final invoice, in addition to billing for any and all final period costs, shall summarize all previous invoices and payments made for the Project and indicate the total final Purchase Order amount. Company will pay Consultant for all final approved costs not in excess of the total Purchase Order Price.

8.0 **RESPONSIBILITY FOR PROFESSIONAL SERVICES**

- 8.1 The Consultant shall ensure that all services meet or exceed the level of quality specified in the Purchase Order or if not specified of the best quality appropriate for the intended purpose. As requested, the Consultant shall demonstrate to the Company that the work performed is in compliance with the requirements specified in the Purchase Order. The Consultant shall make records available

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for the Company's verification of this compliance.

- 8.2 The Consultant shall use its best efforts and ensure that all services are performed with the highest degree of skill and care required by customarily accepted good and sound professional practices and procedures in the pertinent consulting services industry. The Consultant, in supplying such services under the Purchase Order, guarantees that the Project will be as required by the Purchase Order; will be accurate, correct and fit to serve its intended function as stated in the Purchase Order, or as may be reasonably implied. The Consultant further guarantees its performance of services will comply with applicable codes, standards and governmental regulations having jurisdiction over such Project.

In the event the Consultant fails to meet the foregoing requirements, the Consultant shall be liable to the Company to:

- 8.2.1 correctly re-perform, at its sole cost and expense, those services which failed to meet such degree of skill and care;
- 8.2.2 assume the cost of repairing, replacing or correcting defective or damaged equipment, materials or structures purchased or built in reliance upon designs, plans, drawings or specifications which fail to meet such degree of skill and care or perform its/their intended function.

9.0 AUDIT AND MAINTENANCE OF RECORDS

- 9.1 Company has the right at any time and at Company's expense to audit the Consultant's books and records at the locations where such books and records are maintained insofar as they pertain to charges invoiced to Company, as a basis for any claim, or any other costs pertinent to Services provided under the Purchase Order. Such audits may be performed by Company's employees or by professional auditing firms or both. Audits of charges invoiced may include, but shall not be limited to, verification of hours and the position job titles and pay levels of Consultant's employee charges, subcontractor and materials invoices and evidence of business expenses reimbursed. Any discrepancy which Company alleges to exist will be brought to Consultant's attention in order to enable Consultant to investigate the facts. If the parties agree that a discrepancy exists, an adjustment will be made on the next applicable invoice issued, or if no further invoice is likely, Consultant will issue a refund to Company within thirty (30) days thereafter.

10.0 INDEMNIFICATION

- 10.1 To the fullest extent allowed by law, the Consultant shall indemnify, defend, and save harmless the Company, its affiliates, officers, directors, employees, agents, successors and assigns (collectively, the "Indemnified Parties"), from any loss, damage, liability, cost, suit, charge, expense, or cause of action, whether unconditionally certain or otherwise, as they exist on the effective date of the Purchase Order or arise at any time thereafter, (including but not limited to fees and disbursements of counsel incurred by an Indemnified Party in any action or proceeding between Consultant and an Indemnified Party or between an Indemnified Party and any third party or otherwise) arising out of any damage or injury to property of Company, Consultant and/or third parties (including real property, personal property and environmental damages), persons (including injuries resulting in death), or economic damages, directly or indirectly caused by or arising out of or in any way connected with the Purchase Order, or the Project performed thereunder (including any services as defined in Section 8.0, above), or any equipment, property or facilities used by the Consultant, its agents, employees, Subcontractors, and suppliers. The Company shall not be indemnified or held harmless against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Company.
- 10.2 Consultant shall take prompt action to defend and indemnify the Indemnified Parties against claims, actual or threatened, but in no event later than notice by Company to Consultant of the service of a

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summons, complaint, petition or other service of process against Company alleging damage, injury, liability, or expenses attributed in any way to the Purchase Order, the Project, or the acts, fault, negligence, equipment, facilities, personnel, or property of the Consultant, its agents, employees, subcontractors or suppliers. Consultant shall defend any such claim or threatened claim, including as applicable, engagement of legal counsel, to respond to, defend, settle, or compromise any claim or threatened claim. Furthermore, Consultant understands and agrees it is responsible for any and all costs and expenses incurred by Company to enforce this indemnification provision. The obligations set forth herein shall survive completion of the Project and termination of the Purchase Order for any reason.

11.0 INSURANCE

- 11.1 The Consultant shall maintain in force, from commencement through final acceptance of the Project **or longer where specified below**, insurance policies **intended to be primary, issued by an insurance company with a Best's rating of B+ or better**.
- 11.2 If any of the services are subcontracted, the Consultant shall require each Subcontractor to carry the same coverages **as required herein**.
- 11.3 The Consultant shall provide Certificates of Insurance, which are in compliance with the Purchase Order requirements.
- 11.4 Such certificates, and any renewals or extensions thereof, shall provide that at least thirty (30) days prior written notice shall be given to Company in the event of any cancellation on diminution of coverage and shall outline the amount of deductibles or self-insured retentions which shall be for the account of Consultant. Such deductibles or self-insured retentions shall not exceed \$100,000 unless agreed to in writing by Company.
- 11.5 Unless otherwise specified in the Purchase Order, minimum insurance requirements are as follows:
 - 11.5.1 Workers' Compensation and Employer's Liability insurance coverage shall be provided in accordance with the Workers' Compensation laws of the states wherein operations under the Purchase Order are to be carried on. Minimum limit for Employer's Liability coverage is \$500,000 each accident. Wherever the exposure is present, coverage under the U.S. Longshoremen's and Harbor Workers' Compensation Act or Jones Act shall be required;
 - 11.5.2 Commercial General Liability, covering all operations to be performed under this Purchase Order, with minimum limits of:
 - Bodily Injury
and
Property Damage combined single limit \$1,000,000 per occurrence

This policy shall include Contractual Liability and shall include National Grid USA and its subsidiaries as an additional insured for all coverages therein.
 - 11.5.3 Automobile Liability, covering all owned, non-owned and hired vehicles used in connection with the Services provided under this Purchase Order with minimum limits of:
 - Bodily Injury
and
Property Damage combined single limit \$1,000,000
 - 11.5.4 Watercraft Liability, if the work requires the use of watercraft, with limits of not less than the limits of liability required for Commercial General Liability.

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- 11.5.5 Aircraft Liability, if the Consultant requires the use of aircraft, with limits of not less than \$10,000,000.
- 11.5.6 Consultant shall provide Professional Liability coverage with a limit of liability of the greater of \$500,000 or the value of the Purchase Order.
- 11.5.7 Other insurance as required and as mutually agreed upon by the Company and Consultant.
- 11.5.8 Self-Insurance: Proof of qualification as a qualified self-insurer, if approved in advance in writing by National Grid USA, will be acceptable in lieu of securing and maintaining one or more of the coverages required in this Insurance Section.
- 11.5.9 Consultant shall waive all rights of recovery against National Grid USA and its subsidiaries for any loss or damage covered under those policies referenced in this insurance provision, or for any required coverage that may be self-insured by Consultant.
- 11.6 Reservation of Rights – If any policy should be canceled before Final Payment by Company to the Consultant and the Consultant fails immediately to procure other insurance as specified, Company reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Consultant under this Purchase Order.
- 11.7 “National Grid USA companies” shall be named as additional insured on the Commercial General Liability and Automobile Liability policies and the Consultant shall waive all rights of recovery against them for any loss or damage covered by said policy.
- 11.8 Consultant shall furnish Company with copies of any incident report(s), including those sent to Consultant’s insurance carrier(s), covering incidents or accidents occurring in connection with or as a result of the performance of the Project performed under the Purchase Order.
- 11.9 Consultant represents that it has full policy limits available and shall notify Company in writing when coverages required herein have been reduced as a result of claim payments, expenses, or both.
- 11.10 Nothing contained in these insurance requirements is to be construed as limiting the extent of the Consultant’s responsibility for payment of damages resulting from its services under the Purchase Order, or limiting, diminishing, or waiving Consultant’s obligation to indemnify, defend and save harmless Company in accordance with the Purchase Order.

12.0 SCHEDULE

- 12.1 Consultant shall commence Project at the time stated in the Purchase Order and shall prosecute the Project continuously and with due diligence so that Project will be completed by the date specified in the Purchase Order.
- 12.2 When consultant deems it has completed the Project, it shall so notify Company in writing. Within a reasonable time thereafter, Company shall advise Consultant in writing of any deficiencies for which Consultant is responsible under the Purchase Order. Consultant shall correct such deficiencies to the Company’s satisfaction within a reasonable time, as determined by the Company, after such notification.

13.0 FORCE MAJEURE

- 13.1 Any delay of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by unprecedented weather conditions, fire, explosion, riot, war, strike by the Company or its affiliates’ employees, court injunction or order, federal and/or state law or regulation,

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or order by any federal or state regulatory agency, but only to the extent that: 1) such events are beyond the reasonable control of the party affected, 2) such events were unforeseeable by the affected party and the effects were beyond its reasonable efforts to prevent, avoid or mitigate, 3) said affected party uses every reasonable effort to prevent, avoid or mitigate the effects, 4) prompt written notice of such delay be given by such affected party to the other; and 5) the party affected uses its best efforts to remedy the resulting effects in the shortest practicable time. Upon receipt of said notice, if necessary, the time for performing the affected activities shall be extended for a period of time reasonably necessary to overcome the effect of such delays, such extension shall be the sole remedy and compensation for each force majeure event. Notwithstanding the foregoing, the Company shall have the right to terminate the Purchase Order under Section 17.0.

14.0 PURCHASE ORDER CHANGES

- 14.1 No additions to, deletions from, or alterations in the Project and no amendment or repeal of, and no substitution for any terms, conditions, provisions or requirements of the Purchase Order shall be effective unless authorized in a writing executed by both Parties. The Purchase Order shall not be changed, altered, modified or discharged orally.
- 14.2 The Company shall have the right to initiate Purchase Order changes at any time until final completion per Section 12.0.
- 14.3 The Consultant may request changes to the Purchase Order. All such requests shall be in writing and directed to the attention of the Company. Upon receipt thereof, the Company shall review each such request for Project schedule and cost impact. The Company shall have the right to approve with modification(s), or disapprove the request. Requests made by the Consultant may be approved only if substantiated to the Company's satisfaction.
- 14.4 If approved, the Company shall prepare and issue to the Consultant a written change order which will specify the manner in which the Purchase Order has been modified. Any work which is initiated or completed without this written authorization shall be at the Consultant's sole risk, cost and expense.
- 14.5 If the value of the Contract is increased or decreased as a result of any changes, the written authorization of the Company will specify the amount to be added or deducted which will be based upon original Purchase Order pricing requirements or an amount agreed to by Company and Consultant.

15.0 RIGHTS, CLAIMS AND DISPUTES

- 15.1 Any claim which Consultant may have against Company arising out of the Purchase Order shall be presented in writing to Company not later than fifteen (15) days after the first occurrence of the circumstance which gave rise to the claim. The claim shall contain a concise statement of the question or dispute and the relevant fact and data (including the applicable Purchase Order provision) which support the claim. Consultant shall furnish any additional information which Company may require to enable it to evaluate and decide the claim.
- 15.2 FAILURE TO SUBMIT ANY CLAIM IN THE SAID 15-DAY PERIOD SHALL CONSTITUTE A WAIVER ON THE CONSULTANT'S PART FOR ENTITLEMENT TO EITHER ADDITIONAL REIMBURSEMENT OR AN EXTENSION OF TIME.
- 15.3 Any dispute between Company and the Consultant with respect to the Purchase Order or the Services to be provided thereunder, or both, which cannot be resolved in the normal course by the respective representatives of the parties, shall be referred to the responsible officers of Company and Consultant for resolution. Notwithstanding the existence of a dispute or dissatisfaction with the manner in which it was resolved or the lack of any such resolution, the Company shall be obligated to maintain payments not in dispute to the Consultant and the Consultant shall be obligated to proceed with its

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performance of the Purchase Order (including any such disputed work), unless otherwise directed by the Company.

16.0 WAIVER AND ELECTION OF REMEDIES

- 16.1 Waiver by the Company or the Consultant of any term, condition or provision of the Purchase Order shall not be considered a waiver of that term, condition or provision in the future. The failure of either party to enforce any of the terms, conditions or provisions of the Purchase Order or to require compliance with any of its terms, conditions or provisions at any time during the pendency of the Purchase Order, shall in no way affect the validity of the Purchase Order, or any part thereof, and shall not be deemed a waiver of the right of such party thereafter to enforce any term, condition or provision of the Purchase Order.
- 16.2 No waiver, consent or modification of any of the provisions of the Purchase Order shall be binding unless in writing and signed by the Company and the Contractor.
- 16.3 Company's rights and remedies hereunder shall be cumulative and not exclusive of each other and may be pursued separately or concurrently as Company determines.

17.0 TERMINATION

The Company may, in its sole discretion, terminate, in whole or in part, the Purchase Order or the Consultant's performance of Project thereunder, or both, at any time in accordance with the provisions set forth herein. The Company may exercise its right of partial termination hereunder any number of times.

17.1 FOR DEFAULT/FORFEITURE

- 17.1.1 If the Project to be done shall be abandoned by the Consultant, or if the Consultant assigns or subcontracts all or any part of the Purchase Order without Company's previously obtained written consent, or if the Consultant loses control of the Project from any cause, except for force majeure events per Section 13.0, or if the Consultant refuses or neglects to provide sufficient and properly skilled or other labor, or fails in any respect to prosecute the work with diligence, or if the Consultant is violating any of the conditions or covenants of the Purchase Order, or it is not executing the Project in good faith, or is not executing or performing the work on schedule, or should Consultant become insolvent, the Company may, by written notice to the Consultant, terminate, in whole or in part, the Purchase Order or the Consultant's performance of Project hereunder, or both. Such termination will be effective upon the date set forth in the written notice and, upon receipt of said notice, the Consultant immediately shall turn over and deliver to the Company all technical data and other information and material relating to the terminated Project which are within the Consultant's possession or control. The Consultant understands and agrees that, in the event the Consultant fails or refuses to comply with the turnover and delivery obligations set forth herein, the Consultant shall not be entitled to any amounts due and owing as of the date of termination for services previously rendered under the Purchase Order until such turnover has been fully complied with, as determined solely by the Company.
- 17.1.2 Upon termination for default, the Company may take over the terminated work and prosecute the same to completion. In such event, the Consultant and its insurers shall be liable to the Company for all direct transitional administrative costs and expenses incurred by the Company to engage another consultant and for all costs to complete the said terminated Project.

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17.1.3 The Consultant's compensation in the event of termination for default shall be limited to the amounts for services rendered up to the date of termination. No amount shall be paid or payable by the Company for the Consultant's termination costs, including but not limited to demobilization costs, costs associated with the transfer or termination of personnel, or loss of anticipated profit.

17.2 FOR CONVENIENCE

17.2.1 The Company may, at any time for any reason, by written notice to the Consultant, terminate, in whole or in part, the Purchase Order or Consultant's performance hereunder, or both. Such termination shall be effective upon the date set forth in the written notice and, upon receipt of said notice, the Consultant immediately shall turn over and deliver to the Company, all technical data and other information and materials related to the terminated Project which are within the Consultant's possession or control. The Consultant understands and agrees that, in the event it fails or refuses to comply with the turnover and delivery obligations set forth herein, the Consultant shall not be entitled to any amounts due and owing as of the date of termination for services previously rendered under the Purchase Order as well as any amounts otherwise payable hereunder for termination costs until such turnover has been fully complied with by the Consultant.

17.2.2 Upon termination hereunder, the Company shall pay 1) all amounts due and owing up to the effective date of termination, and 2) a reasonable amount, mutually agreed upon between the Company and the Consultant, representing the Consultant's costs and expenses incurred as a result of the termination. Such amounts shall in no event include an item or claim for loss of anticipated profit. Further, in no event shall the aggregate payments to Consultant exceed the Purchase Order Price.

18.0 **TITLE TO PLANS AND SPECIFICATIONS**

18.1 Any information, analyses, conclusions, reports, drawings, and specifications prepared by Consultant pursuant to the Purchase Order shall be the sole property of Company, and Company may use information contained therein for any purpose whatsoever, including construction, maintenance, operation, modification, replacement, and repair. Consultant may retain a copy of such documents for its internal use only, but may not release any information contained therein without prior written consent of the Company.

19.0 **PATENT INFRINGEMENT AND INDEMNIFICATION**

19.1 **All royalties and fees for patents covering materials, articles, apparatus, devices, equipment or processes used in the Project shall be included in the Purchase Order Price. Consultant shall satisfy all demands that may be made at any time for such royalties or fees.**

19.2 **The Consultant guarantees that all work provided by the Consultant under the Purchase Order shall be free from claims of patent, copyright, and/or trademark infringement.**

19.3 The Consultant shall indemnify, hold harmless, and, at the Company's option, defend the Company and its affiliates and their officers, directors, employees, agents, servants, and assigns from and against all claims, losses, costs, damages, suits, actions, and proceedings for actual or alleged infringement of any patent, copyright, or trademark resulting from any sale, use, or manufacture of any item delivered hereunder, and pay and discharge all judgments, decrees, and awards rendered therein and bear all expenses and legal fees associated therewith.

19.4 In the event of any adjudication that the Purchase Order, or any part thereof, infringes any patent, copyright, or trademark or in the event that the use of any part of the Project is enjoined as a result of any claim that the Project infringes any patent, copyright, or trademark the Consultant shall, at its sole

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expense, either: a) procure for the Company the right to continued use, or b) without impairing performance capability, replace the infringed work with substantially equivalent noninfringing work, or modify such work so it can become noninfringing.

- 19.5 The Consultant shall obtain from its Subcontractors, for the Company's benefit, agreements similar to those contained in this Section 19.0.
- 19.6 Notwithstanding any other provision of the Purchase Order, this Section 19.0 shall survive the termination or expiration of the Purchase Order.

20.0 INVENTIONS, PATENTS AND COPYRIGHTS

- 20.1 Any and all works, expressions, inventions, ideas, discoveries, improvements or developments (whether or not patentable), as well as all copyrights, patents or trademarks thereof, that may be conceived or made by the Consultant or Consultant's partner(s), employee(s), agent(s), vendor(s), contractor(s), supplier(s) or any other party employed by Consultant, or subcontractor to Consultant of any tier, to satisfy its obligation under the Purchase Order shall be work made for hire and shall be deemed the property of Company. All such works, expressions, inventions, ideas, discoveries, improvements or developments, as well as all copyrightable expressions thereof, shall be deemed to fit into one or more of the specifically enumerated categories of works contained in 17 U.S.C. Section 101 *et seq.*, and any subsequent revisions thereof. The Consultant and/or Consultant's partner(s), employee(s), agent(s), vendor(s), contractor(s), supplier(s), or any other party employed by Consultant, or subcontractor to Consultant of any tier, to satisfy its obligation under the Purchase Order shall promptly furnish Company with complete information, including, without limitation, a written description thereof giving the date of the work, invention or expression and naming the inventors or authors and others involved in the development or writing of the work, invention or expression. Company shall have the sole power to determine whether or not and in which countries and jurisdictions patent application shall be filed or copyrights registered and to determine the disposition of title to and rights in any works, expressions, inventions, ideas, discoveries, improvements or developments and in any United States and foreign patent applications, patents or copyrights that may result. Memoranda, notes and experimental works, descriptions, diagrams and other data generated in performance of the Work pertaining to any and all works, expressions, inventions, ideas, discoveries, improvements and developments covered by the Purchase Order shall be available at reasonable times to Company.
- 20.2 Consultant shall assist Company in the implementation of this Section 20.0 by obtaining and providing detailed written descriptions of each invention, idea, discovery or expression sufficient for filing patent or copyright applications, by providing an evaluation of the patentability or copyrightability of each disclosure, by assisting Company in the prosecution of patent and copyright applications, and by executing or having executed by appropriate persons any and all documents which may be necessary or desirable to cause title in such inventions, ideas, discoveries, or expressions to vest with Company. The cost of such assistance shall be considered separate and distinct and shall be mutually agreed upon between the Company and Consultant.
- 20.3 In order to further effectuate the provisions of this Section 20.0, Consultant agrees to deliver to Company either 1) agreements in the form of Appendix "A" hereto, "Non-Disclosure Agreement", executed by Consultant and each partner, agent, employee, vendor, contractor, subcontractor and any other party employed by Consultant to satisfy its obligations under the Purchase Order, and any employee of any of the foregoing parties, or 2) a written statement from Consultant representing and warranting that it has in place written, binding agreements in the form of Appendix "A" for any and all entities and persons it will utilize to satisfy its obligations under the Purchase Order.

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21.0 NON-DISCLOSURE

- 21.1 Consultant agrees that it will not divulge to third parties, without the prior written consent of Company, any information obtained from or through Company in connection with the performance of the Purchase Order unless 1) the information was independently known to Consultant prior to obtaining same from Company, 2) the information is, at the time of disclosure by Consultant, then in the public domain, or 3) the information is obtained by Consultant from a third party who did not receive same, directly or indirectly, from Company. The Consultant further agrees that it will not, without the prior written consent of Company, disclose to any third party any information developed or obtained by Consultant in the performance of the Purchase Order, except to the extent that such information developed or obtained by Consultant in the performance of the Purchase Order falls within one of the categories described in 1), 2), or 3) above.
- 21.2 The Consultant may disclose proprietary information to its partner(s), employee(s), agent(s), vendor(s), contractor(s), subcontractor(s), or any other party employed by Consultant if and only if 1) such disclosure is necessary in order to perform the Work; and 2) the party to whom proprietary information will be disclosed has executed and delivered to Company a Non-Disclosure Purchase Order in the form of Appendix "A" hereto or Consultant has provided a written binding representation and warranty as stated in Section 20.3 above. If Consultant has any question about whether information is proprietary, it shall contact Company prior to disclosing such information for a determination as to its proprietary status.
- 21.3 The obligations of Consultant with respect to Sections 20.0 and 21.0 shall survive the completion or termination of the Purchase Order.

22.0 EQUAL EMPLOYMENT OPPORTUNITY

- 22.1 Consultant shall comply with all applicable federal, state and local anti-discrimination laws, the standards and regulations issued thereunder and the amendments thereto, including Executive Order 11141 relating to age discrimination, Executive Order 11246 relating to equal employment opportunity, Executive Order 11625 relating to minority business enterprise, Executive Order 11701 relating to employment of veterans and Executive Order 11758 relating to handicapped employment. The aforementioned are incorporated herein as if set forth herein verbatim. The Human Rights Law of the State of New York (Article 15 of the Executive law), if applicable.
- 22.2 The Consultant agrees to fully comply with such provisions, and any amendments thereof. In addition, all subcontracts and agreements that the Consultant enters into to accomplish the Project under the terms of the Purchase Order shall obligate such subcontractors to comply with such provisions.

23.0 UTILIZATION OF SMALL BUSINESS CONCERNS

- 23.1 It is the policy of the United States that small business concerns, veteran-owned small business concerns, service disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

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- 23.2 The Consultant hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Consultant further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Consultant's compliance with this clause.
- 23.3 *Definitions.* As used in this contract—
- “HUBZone small business concern” means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- “Service-disabled veteran-owned small business concern”—
- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
 - (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).
- “Small business concern” means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
- “Small disadvantaged business concern” means a small business concern that represents, as part of its offer that—
- (1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
 - (2) No material change in disadvantaged ownership and control has occurred since its certification;
 - (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).
- “Veteran-owned small business concern” means a small business concern—
- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 - (2) The management and daily business operations of which are controlled by one or more veterans.
- “Women-owned small business concern” means a small business concern—
- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
 - (2) Whose management and daily business operations are controlled by one or more women.
- 23.4 Consultants acting in good faith may rely on written representations by their subconsultants regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

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24.0 ASSIGNMENT

- 24.1 Consultant shall not assign the Purchase Order, nor subcontract any portion of the Project, nor assign any moneys payable under the Purchase Order, without first obtaining the written consent of the Company. Any assignment or subcontracting by Consultant or its Subcontractors without written consent of Company shall be considered null and void from inception. Any Company authorized assignments or subcontracting shall not relieve Consultant of the responsibility for full compliance with the requirements of the Purchase Order.

25.0 ALCOHOL AND DRUG ABUSE POLICY FOR CONSULTANTS

- 25.1 Consultant's employees and employees working under Consultant's direction or Subcontractors of any tier shall not bring, use, distribute, sell or possess illegal drugs or alcoholic beverages at Company's facilities.
- 25.2 Consultant's employees shall be fit for duty at all times during their assignment and shall not be under the influence of alcohol or other drugs. Additionally, Consultant shall not assign any individual in violation of this policy to work assignments for the Company and if Consultant discovers any of its employees are in violation of these requirements, it shall remove any such employee immediately.
- 25.3 Violation of these requirements by Consultant's employees shall result in denial of access to Company's facilities and equipment; and in the case of possession, use or sale of illegal drugs, shall be reported to the Company's Security Department immediately.

26.0 REGULATORY REQUIREMENTS

- 26.1 The Purchase Order will provide any instructions pursuant to any regulatory requirements incumbent on the Consultant during the course of the Project.

27.0 THIRD PARTY ITEMS

- 27.1 In the event that Consultant employs Subcontractor(s) (with Company's prior written approval) for any services associated with the Purchase Order or directly purchases equipment or materials to be used in the Project, the consultant shall: 1) ensure that the appropriate provisions of the Purchase Order are applied in such subcontract(s) in the best interests and protection of Company and, 2) ensure that the Company, via Consultant's billings, receives full benefit of commercial discounts, favorable rates and all guarantees made available by its vendors and/or Subcontractors of any tier.
- 27.2 It is understood that the Company shall have full rights of ownership of all equipment and materials purchased by the Consultant for the prosecution of the Project. At the request of the Company, Consultant shall provide, or cause to be provided, appropriate bills of sale, assignments or other documents to ensure the vesting of rights of title and ownership in the Company.
- 27.3 Following completion of Project under the Purchase Order, the Company may direct the Consultant to deliver all equipment, appliances and materials not previously incorporated in the Project or otherwise disposed of (with Company's approval) to the Company's facility.

28.0 COMPLIANCE WITH LAWS

- 28.1 Consultant shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, permits, licenses, or requirements thereunder in connection with the performance of the Project.

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- 28.2 In connection with any performance under or in connection with the Purchase Order, Consultant, its Subcontractors, agents, and representatives shall, at all times: 1) strictly comply with Company's safety and environmental standards, rules, regulations, directives, and procedures, including, without limitation, National Grid USA's Contractor Safety Requirements and Contractor Environmental Requirements, (if incorporated as Purchase Order Documents by the Company) and with any and all applicable federal, state, municipal, and local laws, rules, regulations, codes, and ordinances related to employee and public health, safety, and/or the environment (as in force upon the date of the Purchase Order and as in the future passed, enacted, directed, or amended), collectively, "Standards", and 2) conduct all operations in a manner to ensure the safety of all personnel, the general public, and the protection of the environment and so as to avoid the risk of injury, death, loss, theft, or damage by accident, vandalism, sabotage, or any other means. In cases where one or more conflicting Standards may be applicable, Consultant shall comply with the most stringent applicable Standard. Consultant acknowledges receipt of the Requirements.

In the event of any emergency endangering life, health, property, or the environment, Consultant shall take such prompt action as may be reasonable and necessary to prevent, avoid, or mitigate injury, damage, or loss and shall, as soon as possible, report any such incidents, including Consultant's response thereto, to Company. In the event that Consultant becomes aware of any non-compliance with such Standards, Consultant shall, in each case, immediately notify Company and shall take prompt corrective action; provided, however, that such notice and action shall in no event relieve Consultant of any liability for, or in connection with, such non-compliance.

Consultant shall continually inspect all Project sites, facilities, materials, and equipment to discover and determine any conditions that might involve safety or environmental risks, shall continuously inspect all work and supervise its personnel to determine and enforce compliance with all Standards, and shall be solely responsible for discovery, determination, and correction of any non-compliance. Consultant shall be solely responsible and assume all liability for the safety and supervision of its personnel engaged in any performance in connection with the Purchase Order. Consultant shall designate a representative to insure compliance with all Standards and direct its personnel to take all precautions necessary to protect against and prevent injury or damage to persons, property, and/or the environment. Consultant shall instruct all such personnel on safety and environmental practices and the requirements of the Standards and shall inform such personnel of all modifications or additions thereto. Consultant shall furnish all appropriate safety equipment and enforce the use of such equipment.

In addition to any other warranties contained in the Purchase Order, Consultant warrants that its performance in connection with the Purchase Order shall comply with all applicable Standards.

- 28.3 Consultant shall save Company harmless from and against all liability resulting from violations by Consultant of said laws, ordinances, rules regulations, permits and licenses. Any and all costs related to Company's enforcement of this hold-harmless provision shall be borne by Consultant.
- 28.4 If Consultant observes that any requirement specified in the Contract is at variance with any governing laws, ordinances, rules, regulations, permits and licenses, Consultant shall promptly notify Company in writing before incurring any further liability, expense, or obligation for Consultant or Company.

29.0 JURISDICTION AND GOVERNING LAWS

- 29.1 Unless other governing laws and/or other jurisdictions are specifically established in the Purchase Order, the Purchase Order shall be deemed to be executed in the Commonwealth of Massachusetts and the Purchase Order shall be interpreted and enforced according to the Laws of the Commonwealth of Massachusetts; provided, however, that in the event that the Project is to be performed solely in the State of New York then this Purchase Order shall be deemed to be executed in the State of New York and shall be interpreted and enforced according to the Laws of the State of New York.

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- 29.2 Only the courts in the State as determined in Section 29.1 shall have jurisdiction over the Purchase Order and any controversies arising out of the Purchase Order. Any controversies arising out of the Purchase Order shall be submitted only to the courts of such State.
- 29.3 Consultant hereby submits to the jurisdiction of the courts in the State as determined in Section 29.1 for the purposes of interpretation and enforcement of the Purchase Order. Consultant hereby waives personal service by manual delivery and agrees that service of process on Consultant in any action arising out of the Purchase Order may be made by registered or certified mail, return receipt requested, directed to Consultant at its address set forth on the Purchase Order.

30.0 **SEVERABILITY**

- 30.1 In the event any portion or part of the Purchase Order is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the parties shall negotiate in good faith an equitable adjustment in the affected provision of the Purchase Order; however, the validity and enforceability of the remaining parts thereof shall be otherwise fully enforceable.

SCHEDULE B

NARRAGANSETT RATE CASE

NATIONAL GRID

SCOPE OF SERVICES

Company will utilize Consultant's proposed scope of work as outlined in Consultants proposal

SCHEDULE C

NARRAGANSETT RATE CASE

CONCENTRIC

SCOPE OF SERVICES

Concentric's proposal is attached hereto, which shall be utilized for the purposes of the scope of work to be provided for this rate case.



December 9, 2011

Mr. Mustally Hussain
Director – Cost of Capital
National Grid
One MetroTech Center, 14th Floor
Brooklyn, New York 11201-3850

RE: COST OF EQUITY AND CAPITAL STRUCTURE TESTIMONY

Dear Mr. Hussain:

Concentric Energy Advisors, Inc. ("Concentric") appreciates the opportunity to provide our qualifications regarding the preparation of cost of equity and capital structure testimony for the upcoming electric and gas rate case expected to be filed in Rhode Island on behalf of Narragansett Electric (the "Company") on April 30, 2012. As discussed, Concentric would support all aspects of its cost of capital testimony before the Rhode Island Public Utilities Commission (the "Commission") including pre-filed direct testimony, preparing written responses to information requests, providing rebuttal and surrebuttal testimonies, assisting in the preparation of cross-examination of opposing witnesses, the preparation for and appearance to testify before the Commission, and assisting with drafting initial and reply briefs, as necessary.

PROJECT LEADERSHIP AND TEAM

Robert B. Hevert, President, will provide expert testimony in support of the Company. Mr. Hevert has provided testimony in cost of capital cases on more than 70 occasions and in total on over 80 occasions, before regulatory commissions, at both the State and Federal level. A full listing of his expert testimony experience is included as Attachment A. Mr. Hevert will be the primary contact and responsible executive for this project and can be reached at:

293 Boston Post Road West, Suite 500
Marlborough, MA 01752
Main: (508) 263-6200
Direct: (508) 263-6204
Fax: (508) 303-3290
Email: bhevert@ceadvisors.com

In addition, Dan Pierpont, Project Manager, will manage day-to-day activities related to this assignment. In addition, the project team will have available Concentric's pool of highly qualified consultants to provide research and analytical support on an as needed basis. Résumés for the project team members are attached to this proposal.



CONCENTRIC'S EXPERIENCE IN ROE AND CAPITAL STRUCTURE TESTIMONY

The Concentric team has significant experience in developing cost of capital testimony before a number of regulatory commissions. Concentric is familiar and comfortable in the application of the Commission's preferred methodologies and quite aware of the issues surrounding the application of those methodologies.

We commonly look to multiple analytical approaches to define and support the range of reasonable returns, including the Discounted Cash Flow ("DCF"), Risk Premium, Capital Asset Pricing Model ("CAPM"), and Risk Premium methods of estimating the ROE. Concentric proposes to evaluate the results of each of the above methodologies in the context of the company's financial and business risk environment, and will recommend a return within the range that falls within the appropriate risk spectrum. We assume that in total, the testimony will address the following three topical areas: (1) capital structure; (2) cost of long-term debt, cost of short-term debt and preferred stock (if appropriate); and (3) rate of return on equity. The testimony will also consider the implications of the Company's specific business on the cost of capital.

CONCENTRIC'S RELEVANT EXPERIENCE

Concentric's staff has considerable experience not only with cost of capital determinations for utilities but also has expert knowledge of the regulatory framework under which the rate proceedings will occur. Our firm has significant recent experience in providing ROE and capital structure testimony for electric and natural gas utilities and FERC-regulated natural gas pipelines. Recent assignments include:

- Potomac Electric Power Company – Cost of equity testimony before the District of Columbia Public Service Commission (2011).
- Atlantic City Electric Company – Cost of equity testimony before the State of New Jersey's Board of Public Utilities (2011).
- Ameren Illinois – Cost of equity testimonies for their electric and gas utilities (2011).
- Union Electric Company – Cost of equity testimonies before the Missouri Public Service Commission (2010).
- Southwestern Public Service Company – Testimony regarding the return on equity and proposed capital structure in New Mexico (2011) and Texas (2010).
- Orange & Rockland – Testimony regarding the cost of equity before the New York Public Service Commission (2011, 2010).
- Duke Energy Carolinas – Testimony regarding the return on equity for electric service in North Carolina (2011) and South Carolina (2011).
- Oncor Electric Delivery Company – Cost of equity testimony before the Texas Public Utilities Commission (2011).
- Delmarva Power & Light Company – Cost of equity testimonies before the Delaware Public Service Commission and the Public Service Commission of Maryland (2011, 2010).



- Texas-New Mexico Power Company – Cost of capital testimony before the Public Utility Commission of Texas (2010, 2009, 2008).
- Public Service Company of New Mexico – Cost of capital testimony before the New Mexico Public Regulation Commission (2010, 2008).
- Minnesota Power Company – Cost of capital testimony (2010, 2009).
- South Carolina Electric & Gas Company – Testimony regarding the return on equity and proposed capital structure (2010).
- Atlanta Gas Light Company – Cost of equity testimony before the Georgia Public Service Commission (2010).
- EnergyNorth Natural Gas – Cost of equity testimony before the Public Utilities Commission of New Hampshire (2010).
- CenterPoint Energy – Testimony regarding the return on equity for CenterPoint's electric operation in Houston (2010) and natural gas operations in Texas (2009, 2008), Oklahoma (2009), Minnesota (2008), and Arkansas (2006).
- Otter Tail Power – Testimony regarding the cost of equity and capital structure for Otter Tail's operations in North Dakota (2008), South Dakota (2010, 2008), and Minnesota (2010, 2007).
- Bay State Gas Company – Testimony regarding the effect of market conditions and decoupling on the cost of capital in support of the Company's primary ROE witness (2009).
- National Grid – Testimony regarding the relationship between decoupling and ROE in support of the Company's primary ROE witness (2009).
- National Grid, NiSource, Unitil – Testimony to rebut the proposed use of a short-term debt cost rate as the carrying charge for supply-related working capital before the New Hampshire Public Utilities Commission (2008).
- Spectra Energy – Cost of equity testimony before the FERC for Maritimes and Northeast Pipeline (2009).
- Southern Union Gas – Cost of equity testimony before the FERC for Florida Gas Transmission (2009); comments regarding the FERC's policy regarding the use of MLPs in proxy groups (2008, 2007); Sea Robin Pipeline (2007); and Transwestern Pipeline (2006).
- Consolidated Edison of New York – ROE testimony for the company's natural gas and steam operations, respectively (2009).
- National Grid-Rhode Island – Testimony to rebut testimony recommending a 75 basis point reduction to the company's proposed ROE in connection with its proposed decoupling structure (2008).

A complete listing of Mr. Hevert's prior testimony is provided in Attachment A.



METHODOLOGY AND PROCESS

Concentric takes both an “academic” and a more pragmatic approach to cost of capital and ROE assignments, leveraging our day-to-day experience in the capital and transaction markets. Of course, we are very familiar with the more “academic”, theoretical underpinnings of the various estimation techniques described below, and will craft our testimony accordingly.

In the case of a company whose stock is not publicly traded, as is the case for Narragansett Electric, it is common practice to look to multiple analytical approaches, including the Discounted Cash Flow (“DCF”), Risk Premium, Capital Asset Pricing Model (“CAPM”), and Dividend Yield Analysis methods of estimating the ROE. As noted below, Concentric proposes to evaluate the use of each of these methodologies in this engagement. Concentric also believes that it is appropriate to consider analytical models as well as qualitative market observations to the Commission, tempered by the practical understanding that judgment will be exercised by the Commission in establishing the Company’s allowed return on equity. In that regard, we will pay particular attention to the positions taken by both Staff and the Commission in recent rate proceedings. A general description of such methodologies is provided below:

Comparison Groups – Since the cost of equity is a market-based concept, it is necessary to establish a group of publicly traded companies that are comparable to the Company along a variety of dimensions. The use of proxy groups, which is a generally accepted analytical technique, serves to moderate the effects of anomalous events associated with any one company such that analytical results are not inappropriately skewed in one direction or the other. Our intent in this case will be to develop a comparison group of publicly-traded companies of generally similar investment risk from a universe of regulated utilities, taking into consideration commission precedent, independent research of the Company’s risk profile, and discussions with the Company’s internal experts. The final group will be developed using relevant selection criteria and employing sufficient financial and operating data to evaluate and ensure their overall comparability.

We recognize that in the Company’s recent rate proceeding the composition of the proxy group was a contested issue. In that regard, we are aware that Staff’s witness acknowledged the difficulty in arriving at a reasonably-sized proxy group of distribution-only electric utilities. Consequently, we would devote a considerable portion of our testimony to the criteria and process by which we select the proxy group. To the extent that our analyses indicate that multiple proxy groups are appropriate, we would apply the methodologies discussed below to each.

Discounted Cash Flow (“DCF”) Analysis – DCF models, which assume that the value of an asset is equal to the present value of future expected cash flows discounted at the appropriate risk-adjusted rate of return often are put forth as the primary measure for determining the appropriate rate of return on equity. Concentric understands that DCF analyses traditionally have been afforded more weight by the Commission than other analyses. In our experience, regulatory commissions prefer the Constant Growth DCF model to other forms of the DCF model. Given the greater weight afforded DCF analyses by the Commission, the DCF analysis will provide a starting point for the application of judgment within a range of estimates using alternative analyses. In addition to the Constant Growth DCF approach, Concentric also may consider the use of multi-stage models. In general, the multi-stage model calculates expected cash flows, defined as dividends received and



price appreciation, over three periods. Although it too is subject to certain assumptions, the multi-stage model enables the analyst to address some of the more limiting elements of the constant growth model.

Capital Asset Pricing Model – The CAPM, which specifies the cost of equity for a given company as equal to the rate of return of a risk-free investment (risk-free rate of return such as the historical yield on long-term Treasury bonds) plus a risk premium which recognizes the risk of the particular stock relative to the market (i.e., mean or median Beta for the Comparison Group), has been incorporated into many of Concentric’s cost of capital studies. In other rate proceedings, Concentric has used the CAPM in support of its DCF results, and likely would use the CAPM in a similar manner in this case. (In those proceedings, Concentric used adjusted Betas from Bloomberg and Value Line as well as 12-month and 6-month average Betas, calculated using the Bloomberg methodology.)

It is important to note that certain opposing witnesses may take issue with our use of the CAPM along two lines; our choice of the historical risk premium (which we derive from Ibbotson and Associates data) and our use of the arithmetic (as opposed to the geometric) mean risk premium. We recognize that there has been much discussion in academic literature regarding these two issues, and will be positioned to address those issues in rebuttal.

We also recognize that the currently low level of Treasury yields and the use of a historical average risk premium produces unreliaibly low CAPM results. If current market conditions persist, we would expect opposing witnesses to rely substantially on such results. In our view, unadjusted CAPM results can be refuted simply by pointing out that the reason the results are so low is that (as discussed below) investors have retreated from corporate debt in favor of the less risky Treasury securities. That is, investors are still fearful of the recent market environment and have an unusually low tolerance for risk. As a consequence, the CAPM may produce results that are only marginally higher than current yield on long-term utility debt. We would be prepared to advance such arguments in rebuttal and at hearings. In response to those conditions, we have two forward-looking measures of the market risk premium. The first approach calculates the market capitalization weighted average expected return, based on the Constant Growth DCF model, for all companies in the S&P 500 Index. The expected market risk premium is the difference between that expected return on the market and the current long-term Treasury yield. The second approach is based on the Sharpe Ratio, which is the ratio of the historical market risk premium to the historical level of market volatility. This approach calculates the expected market risk premium as the product of the historical Sharpe Ratio and expected volatility for the S&P 500 Index. Expected volatility, which is traded as the “Volatility Index” on the Chicago Board Options Exchange, is a market-based measure of investors’ view of dislocation, expected volatility is a very relevant issue in determining the cost of capital.

Risk Premium Analysis – An analysis of the interest on long-term corporate debt plus an equity risk premium, or a Risk Premium analysis, has often been put forth in utility rate cases as a means of assessing the reasonableness of DCF results. In our view, this type of analysis (in which we typically define the risk premium as the difference between allowed ROEs and the relevant Moody’s utility bond index yield) provides a good countervailing analysis during periods of changing interest rates,



and also provides a basis to rebut other witness' risk premium approaches. In recent rebuttal testimony, for example, we pointed out the inverse relationship between interest rates and equity premia; we expect that argument would continue to be relevant as the long end of the yield curve remains relatively low.

Risk Assessment – The determination of an ROE within a reasonable range of results often is influenced by the relative business risk of the Company versus the group of comparable companies. For purposes of direct testimony, this is generally a qualitative assessment that would describe the risks facing the Company in its current operating environment. In the case of Narragansett Electric, we would consider, for example, the risks associated with its expected capital expenditure plan, expected growth, and other operating risks. The individual comparable group companies are similarly evaluated to determine where, within a spectrum of risk, each company ranks. This qualitative ranking of risk has a significant influence in determining where, within the range of ROE results, the Company's ROE rightly falls.

In addition to such qualitative assessments, Concentric also has undertaken empirical analyses to quantify the effect of specific incremental risks and costs. In prior testimony, for example, Concentric has considered the risks associated with small size (as measured by implied market capitalization). Our testimony has addressed this issue in one of two ways. In some cases, we have made an explicit adjustment based on a CAPM or multi-factor CAPM analysis. In other cases, we have calculated the relevant "size premium", but used that result as a factor in moving above the mean or median ROE estimates.

Other Analyses – During the course of developing both direct and rebuttal testimony, we may consider other analytical approaches used by market practitioners. For example, Concentric has often incorporated an analysis of security flotation costs into our ROE analysis. This important, but often overlooked cost, is often an unrecovered piece of a utility's rate base.

Concentric also considers debt coverage ratios and the ability of the utility to maintain a stable credit rating. The assumption of a stable or improving credit rating underlies many of the other analyses we conduct. Conversely, an inability to maintain a stable credit rating undermines the other analyses. Furthermore, Concentric considers the affect of any off balance sheet obligations on the Company's financial profile, if and as appropriate.

KEY DELIVERABLES

We are prepared to meet the following deadlines proposed by the Company.

- January 15, 2012 – First draft of testimony
- February 15, 2012 – Second draft of testimony
- March - April – Finalize and submit testimony
- May 2012 and onwards – Respond to Information Requests as required and support the recommendations during the litigation process



FEE PROPOSAL AND BILLING RATES

Based on our discussions, which suggests that testimony will be filed in late 2011, Concentric proposes to prepare the initial testimony for a cost not to exceed [REDACTED] plus direct expenses. This covers our work through the filing of the original direct testimony. Any work performed subsequent to the filing of direct testimony and workpapers will be performed on a time and materials basis. Since the total cost of this engagement will depend on the nature and scope of discovery and opposing witness testimony, it is difficult to provide a fixed budget. Based on our prior experience, however, assuming that we would provide rebuttal testimony and that we would respond to discovery, and provide live testimony at hearing, a budget of [REDACTED] for the remainder of the case may be a reasonable estimate.

[REDACTED] That estimate also does not reflect the costs associated with testimony that may be provided in connection with any Alternative Regulation Plan. As we discussed, we estimate that the incorporation of capital structure analyses and testimony into the scope would be an additional [REDACTED] in time and materials.

Pre-filed Direct Testimony (fixed)	[REDACTED]
Discovery (estimate)	
Rebuttal Testimony (estimate)	
Hearing (estimate)	
Total (estimate)	

We appreciate the opportunity to work with you on this assignment. Please do not hesitate to contact me should you have any questions or issues with our proposal.

Very truly yours,

CONCENTRIC ENERGY ADVISORS, INC.

Robert B. Hevert
President



AGREED AND ACCEPTED:

CLIENT SIGNATURE

TITLE: _____

COMPANY: _____

DATE: _____



ATTACHMENT A
RÉSUMÉ OF ROBERT B. HEVERT

Robert B. Hevert, CFA
President

Mr. Hevert is an economic and financial consultant with broad experience in the energy industry. He has an extensive background in the areas of corporate strategic planning, energy market assessment, corporate finance, mergers, and acquisitions, asset-based transactions, asset and business unit valuation, market entry strategies, strategic alliances, project development, feasibility and due diligence analyses. Mr. Hevert has significant management experience with both operating and professional services companies.

REPRESENTATIVE PROJECT EXPERIENCE

Financial and Economic Advisory Services

Retained by numerous leading energy companies and financial institutions throughout North America to provide services relating to the strategic evaluation, acquisition, sale or development of a variety of regulated and non-regulated enterprises. Specific services have included: developing strategic and financial analyses and managing multi-faceted due diligence reviews of proposed corporate M&A counter-parties; developing, screening and recommending potential M&A transactions and facilitating discussions between senior utility executives regarding transaction strategy and structure; performing valuation analyses and financial due diligence reviews of electric generation projects, retail marketing companies, and wholesale trading entities in support of significant M&A transactions.

Specific divestiture-related services have included advising both buy and sell-side clients in transactions for physical and contractual electric generation resources. Sell-side services have included: development and implementation of key aspects of asset divestiture programs such as marketing, offering memorandum development, development of transaction terms and conditions, bid process management, bid evaluation, negotiations, and regulatory approval process. Buy-side services have included comprehensive asset screening, selection, valuation and due diligence reviews. Both buy and sell-side services have included the use of sophisticated asset valuation techniques, and the development and delivery of fairness opinions.

Specific corporate finance experience while a Vice President with Bay State Gas included: negotiation, placement and closing of both private and public long-term debt, preferred and common equity; structured and project financing; corporate cash management; financial analysis, planning and forecasting; and various aspects of investor relations.

Representative non-confidential clients have included:

- Connectiv generation asset divestiture
- Eastern Utilities Associates (prior to acquisition by National Grid, PLC) generation asset divestiture
- Niagara Mohawk – sale of Niagara Mohawk Energy
- Potomac Electric Company generation asset divestiture

Representative confidential engagements have included:

- Buy-side valuation and assessment of merchant generation assets in Midwestern U.S.
- Buy-side due diligence and valuation of wholesale energy marketing companies in Eastern and Midwestern U.S.
- Buy-side due diligence of natural gas distribution assets in Northeastern U.S.



ATTACHMENT A
RÉSUMÉ OF ROBERT B. HEVERT

- Financial feasibility study of natural gas pipeline in upper Midwestern U.S.
- Financial valuation of natural gas pipeline in Southwestern U.S.

Regulatory Analysis and Ratemaking

On behalf of electric, natural gas and combination utilities throughout North America, provided services relating to energy industry restructuring including merchant function exit, residual energy supply obligations, and stranded cost assessment and recovery. Also performed rate of return and cost of service analyses for municipally owned gas and electric utilities. Specific services provided include: performing strategic review and development of merchant function exit strategies including analysis of provider of last resort obligations in both electric and gas markets; and developing value optimizing strategies for physical generation assets.

Representative engagements have included:

- Performing rate of return analyses for use in cost of service analyses on behalf of municipally owned gas and electric utilities in the Southeastern and Midwestern U.S.
- Developing merchant function exit strategies for Northeastern U.S. natural gas distribution companies
- Developing regulatory and ratemaking strategy for mergers including several Northeastern natural gas distribution companies

Litigation Support and Expert Testimony

Provided expert testimony and support of litigation in various regulatory proceedings on a variety of energy and economic issues including the proposed transfer of power purchase agreements, procurement of residual service electric supply, the legal separation of generation assets, and specific financing transactions. Services provided also included collaborating with counsel, business and technical staff to develop litigation strategies, preparing and reviewing discovery and briefing materials, preparing presentation materials and participating in technical sessions with regulators and intervenors.

Energy Market Assessment

Retained by numerous leading energy companies and financial institutions nationwide to manage or provide assessments of regional energy markets throughout the U.S. and Canada. Such assessments have included development of electric and natural gas price forecasts, analysis of generation project entry and exit scenarios, assessment of natural gas and electric transmission infrastructure, market structure and regulatory situation analysis, and assessment of competitive position. Market assessment engagements typically have been used as integral elements of business unit or asset-specific strategic plans or valuation analyses.

Representative engagements have included:

- Managing assessments of the NYPOOL, NEPOOL and PJM markets for major North American energy companies considering entering or expanding their presence in those markets
- Assessment of ECAR, MAPP, MAIN and SPP markets for a large U.S. integrated utility considering acquisition of additional electric generation assets
- Assessment of natural gas pipeline and storage capacity in the SERC and FRCC markets for a major international energy company

Resource Procurement, Contracting and Analysis

Assisted various clients in evaluating alternatives for acquiring fuel and power supplies, including the development and negotiation of energy contracts and tolling agreements. Assignments also have included developing generation resource optimization strategies. Provided advice and analyses of transition service power supply contracts in the context of both physical and contractual generation resource divestiture transactions.



ATTACHMENT A
RÉSUMÉ OF ROBERT B. HEVERT

Business Strategy and Operations

Retained by numerous leading North American energy companies and financial institutions nationwide to provide services relating to the development of strategic plans and planning processes for both regulated and non-regulated enterprises. Specific services provided include: developing and implementing electric generation strategies and business process redesign initiatives; developing market entry strategies for retail and wholesale businesses including assessment of asset-based marketing and trading strategies; and facilitating executive level strategic planning retreats. As Vice President, Energy Ventures, of Bay State was responsible for the company's strategic planning and business development processes, played an integral role in developing the company's non-regulated marketing affiliate, EnergyUSA, and managed the company's non-regulated investments, partnerships and strategic alliances.

Representative engagements have included:

- Developing and facilitating executive level strategic planning retreats for Northeastern natural gas distribution companies
- Developing organization and business process redesign plans for municipally owned gas/electric/water utility in the Southeastern U.S.
- Reviewing and revising corporate merchant generation business plans for Canadian and U.S. integrated utilities
- Advising client personnel in development of business unit level strategic plans for various natural gas distribution companies

PROFESSIONAL HISTORY

Concentric Energy Advisors, Inc. (2002 – Present)
President

Navigant Consulting, Inc. (1997 – 2001)
Managing Director (2000 – 2001)
Director (1998 – 2000)
Vice President, REED Consulting Group (1997 – 1998)

REED Consulting Group (1997)
Vice President

Bay State Gas Company (1987 – 1997)
Vice President, Energy Ventures and Assistant Treasurer

Boston College (1986 – 1987)
Financial Analyst

General Telephone Company of the South (1984 – 1986)
Revenue Requirements Analyst

EDUCATION

M.B.A., University of Massachusetts at Amherst, 1984



ATTACHMENT A
RÉSUMÉ OF ROBERT B. HEVERT

B.S., University of Delaware, 1982

DESIGNATIONS AND PROFESSIONAL AFFILIATIONS

Chartered Financial Analyst, 1991
Association for Investment Management and Research
Boston Security Analyst Society

PUBLICATIONS/PRESENTATIONS

Has made numerous presentations throughout the United States and Canada on several topics, including:

- Generation Asset Valuation and the Use of Real Options
 - Retail and Wholesale Market Entry Strategies
 - The Use Strategic Alliances in Restructured Energy Markets
 - Gas Supply and Pipeline Infrastructure in the Northeast Energy Markets
 - Nuclear Asset Valuation and the Divestiture Process
-

AVAILABLE UPON REQUEST

Extensive client and project listings, and specific references.

ATTACHMENT A
TESTIMONY LISTING OF ROBERT B. HEVERT



REDACTED VERSION

The Narragansett Electric Company
d/b/a National Grid
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SPONSOR	DATE	CASE/APPLICANT	DOCKET No.	SUBJECT
Arizona Corporation Commission				
Southwest Gas Corporation	11/10	Southwest Gas Corporation	Docket No. G-01551A-10-0458	Return on Equity
Arkansas Public Service Commission				
CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Arkansas Gas	01/07	CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Arkansas Gas	Docket No. 06-161-U	Return on Equity
Colorado Public Utilities Commission				
Public Service Company of Colorado	11/11	Public Service Company of Colorado	Docket No. 11AL-947E	Return on Equity (electric)
Xcel Energy, Inc.	12/10	Public Service Company of Colorado	Docket No. 10AL-963G	Return on Equity (electric)
Atmos Energy Corporation	07/09	Atmos Energy Colorado-Kansas Division	Docket No. 09AL-507G	Return on Equity (gas)
Xcel Energy, Inc.	12/06	Public Service Company of Colorado	Docket No. 06S-656G	Return on Equity (gas)
Xcel Energy, Inc.	04/06	Public Service Company of Colorado	Docket No. 06S-234EG	Return on Equity (electric)
Xcel Energy, Inc.	08/05	Public Service Company of Colorado	Docket No. 05S-369ST	Return on Equity (steam)
Xcel Energy, Inc.	05/05	Public Service Company of Colorado	Docket No. 05S-264G	Return on Equity (gas)
Columbia Public Service Commission				
Potomac Electric Power Company	07/11	Potomac Electric Power Company	Formal Case No. FC1087	Return on Equity

ATTACHMENT A
TESTIMONY LISTING OF ROBERT B. HEVERT



SPONSOR	DATE	CASE/APPLICANT	DOCKET No.	SUBJECT
Connecticut Department of Public Utility Control				
Southern Connecticut Gas Company	09/08	Southern Connecticut Gas Company	Docket No. 08-08-17	Return on Equity
Southern Connecticut Gas Company	12/07	Southern Connecticut Gas Company	Docket No. 05-03-17PH02	Return on Equity
Connecticut Natural Gas Corporation	12/07	Connecticut Natural Gas Corporation	Docket No. 06-03-04PH02	Return on Equity
Delaware Public Service Commission				
Delmarva Power & Light Company	12/11	Delmarva Power & Light Company	Case No. 11-528	Return on Equity
Federal Energy Regulatory Commission				
Public Service Company of New Mexico	10/10	Public Service Company of New Mexico	Docket No. ER11-1915-000	Return on Equity
Portland Natural Gas Transmission System	05/10	Portland Natural Gas Transmission System	Docket No. RP10-729-000	Return on Equity
Florida Gas Transmission Company, LLC	10/09	Florida Gas Transmission Company, LLC	Docket No. RP10-21-000	Return on Equity
Maritimes and Northeast Pipeline, LLC	07/09	Maritimes and Northeast Pipeline, LLC	Docket No. RP09-809-000	Return on Equity
Spectra Energy	02/08	Saltville Gas Storage	Docket No. RP08-257-000	Return on Equity
Panhandle Energy Pipelines	08/07	Panhandle Energy Pipelines	Docket No. PL07-2-000	Response to draft policy statement regarding inclusion of MLPs in proxy groups for determination of gas pipeline ROEs
Southwest Gas Storage Company	08/07	Southwest Gas Storage Company	Docket No. RP07-541-000	Return on Equity
Southwest Gas Storage Company	06/07	Southwest Gas Storage Company	Docket No. RP07-34-000	Return on Equity

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TESTIMONY LISTING OF ROBERT B. HEVERT



SPONSOR	DATE	CASE/APPLICANT	DOCKET No.	SUBJECT
Sea Robin Pipeline LLC	06/07	Sea Robin Pipeline LLC	Docket No. RP07-513-000	Return on Equity
Transwestern Pipeline Company	09/06	Transwestern Pipeline Company	Docket No. RP06-614-000	Return on Equity
GPU International and Aquila	11/00	GPU International	Docket No. EC01-24-000	Market Power Study
Georgia Public Service Commission				
Atlanta Gas Light Company	05/10	Atlanta Gas Light Company	Docket No. 31647-U	Return on Equity
Illinois Commerce Commission				
Ameren Illinois Company d/b/a Ameren Illinois	02/11	Ameren Illinois Company d/b/a Ameren Illinois	Docket No. 11-0279	Return on Equity (electric)
Ameren Illinois Company d/b/a Ameren Illinois	02/11	Ameren Illinois Company d/b/a Ameren Illinois	Docket No. 11-0282	Return on Equity (gas)
Maine Public Utilities Commission				
Central Maine Power Company	06/11	Central Maine Power Company	Docket No. 2010-327	Response to Bench Analysis provided by Commission Staff relating to the Company's credit and collections processes
Maryland Public Service Commission				
Delmarva Power & Light Company	12/10	Delmarva Power & Light	Case No. 9249	Return on Equity
Massachusetts Department of Public Utilities				
National Grid	08/09	Massachusetts Electric Company d/b/a National Grid	DPU 09-39	Revenue Decoupling and Return on Equity
National Grid	08/09	Massachusetts Electric Company and Nantucket Electric Company d/b/a National Grid	DPU 09-38	Return on Equity – Solar Generation
Bay State Gas Company	04/09	Bay State Gas Company	DTE 09-30	Return on Equity

ATTACHMENT A
TESTIMONY LISTING OF ROBERT B. HEVERT



SPONSOR	DATE	CASE/APPLICANT	DOCKET No.	SUBJECT
NSTAR Electric	09/04	NSTAR Electric	DTE 04-85	Divestiture of Power Purchase Agreement
NSTAR Electric	08/04	NSTAR Electric	DTE 04-78	Divestiture of Power Purchase Agreement
NSTAR Electric	07/04	NSTAR Electric	DTE 04-68	Divestiture of Power Purchase Agreement
NSTAR Electric	07/04	NSTAR Electric	DTE 04-61	Divestiture of Power Purchase Agreement
NSTAR Electric	06/04	NSTAR Electric	DTE 04-60	Divestiture of Power Purchase Agreement
Unitil Corporation	01/04	Fitchburg Gas and Electric	DTE 03-52	Integrated Resource Plan; Gas Demand Forecast
Minnesota Public Utilities Commission				
Otter Tail Power Corporation	04/10	Otter Tail Power Company	Docket No. E-017/GR-10-239	Return on Equity
Minnesota Power a division of ALLETE, Inc.	11/09	Minnesota Power	Docket No. E-015/GR-09-1151	Return on Equity
CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Minnesota Gas	11/08	CenterPoint Energy Minnesota Gas	Docket No. G-008/GR-08-1075	Return on Equity
Otter Tail Power Corporation	10/07	Otter Tail Power Company	Docket No. E-017/GR-07-1178	Return on Equity
Xcel Energy, Inc.	11/05	NSP-Minnesota	Docket No. E-002/GR-05-1428	Return on Equity (electric)
Xcel Energy, Inc.	09/04	NSP Minnesota	Docket No. G-002/GR-04-1511	Cost of Capital (gas)

ATTACHMENT A
TESTIMONY LISTING OF ROBERT B. HEVERT



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The Narragansett Electric Company
d/b/a National Grid
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SPONSOR	DATE	CASE/APPLICANT	DOCKET No.	SUBJECT
Mississippi Public Service Commission				
CenterPoint Energy Resources, Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Mississippi Gas	07/09	CenterPoint Energy Mississippi Gas	Docket No. 09-UN-334	Return on Equity
Missouri Public Service Commission				
Union Electric Company d/b/a AmerenUE	09/10	Union Electric Company d/b/a AmerenUE	Case No. ER-2011-0028	Return on Equity (electric)
Union Electric Company d/b/a AmerenUE	06/10	Union Electric Company d/b/a AmerenUE	Case No. GR-2010-0363	Return on Equity (gas)
Nevada Public Utilities Commission				
Nevada Power Company	06/11	Nevada Power Company	Docket No. 11-06006	Return on Equity
New Hampshire Public Utilities Commission				
EnergyNorth Natural Gas d/b/a National Grid NH	02/10	EnergyNorth Natural Gas d/b/a National Grid NH	Docket No. DG 10-017	Return on Equity
Unitil Energy Systems, Inc. ("Unitil"), EnergyNorth Natural Gas, Inc. d/b/a National Grid NH, Granite State Electric Company d/b/a National Grid, and Northern Utilities, Inc. – New Hampshire Division	08/08	Unitil Energy Systems, Inc. ("Unitil"), EnergyNorth Natural Gas, Inc. d/b/a National Grid NH, Granite State Electric Company d/b/a National Grid, and Northern Utilities, Inc. – New Hampshire Division	Docket No. DG 07-072	Carrying Charge Rate on Cash Working Capital
New Jersey Board of Public Utilities				
Atlantic City Electric Company	08/11	Atlantic City Electric Company	Docket No. ER11080469	Return on Equity
Pepco Holdings, Inc.	09/06	Atlantic City Electric Company	Docket No. EMO6090638	Divestiture and Valuation of Electric Generating Assets

ATTACHMENT A
TESTIMONY LISTING OF ROBERT B. HEVERT



REDACTED VERSION

The Narragansett Electric Company
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SPONSOR	DATE	CASE/APPLICANT	DOCKET No.	SUBJECT
Pepco Holdings, Inc.	12/05	Atlantic City Electric Company	Docket No. EM05121058	Market Value of Electric Generation Assets; Auction
Conectiv	06/03	Atlantic City Electric Company	Docket No. EO03020091	Market Value of Electric Generation Assets; Auction Process
New Mexico Public Regulation Commission				
Southwestern Public Service Company	02/11	Southwestern Public Service Company	Case No. 10-00395-UT	Return on Equity (electric)
Public Service Company of New Mexico	06/10	Public Service Company of New Mexico	Case No. 10-00086-UT	Return on Equity (electric)
Public Service Company of New Mexico	09/08	Public Service Company of New Mexico	Case No. 08-00273-UT	Return on Equity (electric)
Xcel Energy, Inc.	07/07	Southwestern Public Service Company	Case No. 07-00319-UT	Return on Equity (electric)
New York State Public Service Commission				
Orange and Rockland Utilities, Inc.	07/11	Orange and Rockland Utilities, Inc.	Case No. 11-E-0408	Return on Equity (electric)
Orange and Rockland Utilities, Inc.	07/10	Orange and Rockland Utilities, Inc.	Case No. 10-E-0362	Return on Equity (electric)
Consolidated Edison Company of New York, Inc.	11/09	Consolidated Edison Company of New York, Inc.	Case No. 09-G-0795	Return on Equity (gas)
Consolidated Edison Company of New York, Inc.	11/09	Consolidated Edison Company of New York, Inc.	Case No. 09-S-0794	Return on Equity (steam)

ATTACHMENT A
TESTIMONY LISTING OF ROBERT B. HEVERT



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SPONSOR	DATE	CASE/APPLICANT	DOCKET No.	SUBJECT
Niagara Mohawk Power Corporation	07/01	Niagara Mohawk Power Corporation	Case No. 01-E-1046	Power Purchase and Sale Agreement; Standard Offer Service Agreement
North Carolina Utilities Commission				
Duke Energy Carolinas, LLC	07/11	Duke Energy Carolinas, LLC	Docket No. E-7, Sub 989	Return on Equity (electric)
North Dakota Public Service Commission				
Otter Tail Power Company	11/08	Otter Tail Power Company	Docket No. 08-862	Return on Equity (electric)
Oklahoma Corporation Commission				
Oklahoma Gas & Electric Company	07/11	Oklahoma Gas & Electric Company	Cause No. PUD201100087	Return on Equity
CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Oklahoma Gas	03/09	CenterPoint Energy Oklahoma Gas	Cause No. PUD200900055	Return on Equity
Rhode Island Public Utilities Commission				
National Grid RI – Gas	08/08	National Grid RI – Gas	Docket No. 3943	Revenue Decoupling and Return on Equity
South Carolina Public Service Commission				
South Carolina Electric & Gas	03/10	South Carolina Electric & Gas	Docket No. 2009-489-E	Return on Equity
South Dakota Public Utilities Commission				
Otter Tail Power Company	08/10	Otter Tail Power Company	Docket No. EL10-011	Return on Equity (electric)
Northern States Power Company	06/09	South Dakota Division of Northern States Power	Docket No. EL09-009	Return on Equity (electric)

ATTACHMENT A
TESTIMONY LISTING OF ROBERT B. HEVERT



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SPONSOR	DATE	CASE/APPLICANT	DOCKET No.	SUBJECT
Otter Tail Power Company	10/08	Otter Tail Power Company	Docket No. EL08-030	Return on Equity (electric)
Texas Public Utility Commission				
Oncor Electric Delivery Company, LLC	01/11	Oncor Electric Delivery Company, LLC	Docket No. 38929	Return on Equity
Texas-New Mexico Power Company	08/10	Texas-New Mexico Power Company	Docket No. 38480	Return on Equity (electric)
CenterPoint Energy Houston Electric LLC	07/10	CenterPoint Energy Houston Electric LLC	Docket No. 38339	Return on Equity
Xcel Energy, Inc.	05/10	Southwestern Public Service Company	Docket No. 38147	Return on Equity (electric)
Texas-New Mexico Power Company	08/08	Texas-New Mexico Power Company	Docket No. 36025	Return on Equity (electric)
Xcel Energy, Inc.	05/06	Southwestern Public Service Company	Docket No. 32766	Return on Equity (electric)
Texas Railroad Commission				
CenterPoint Energy Resources Corp. d/b/a Centerpoint Energy Entex and Centerpoint Energy Texas Gas	12/10	Centerpoint Energy Resources Corp. d/b/a Centerpoint Energy Entex and Centerpoint Energy Texas Gas	GUD 10038	Return on Equity
Amos Pipeline - Texas	09/10	Atmos Pipeline - Texas	GUD 10000	Return on Equity
CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas	07/09	CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Entex and CenterPoint Energy Texas Gas	GUD 9902	Return on Equity

ATTACHMENT A
TESTIMONY LISTING OF ROBERT B. HEVERT



SPONSOR	DATE	CASE/APPLICANT	DOCKET No.	SUBJECT
CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Texas Gas	03/08	CenterPoint Energy Resources Corp. d/b/a CenterPoint Energy Texas Gas	GUID 9791	Return on Equity
Utah Public Service Commission				
Questar Gas Company	12/07	Questar Gas Company	Docket No. 07-057-13	Return on Equity
Vermont Public Service Board				
Central Vermont Public Service Corporation	12/10	Central Vermont Public Service Corporation	Docket No. 7627	Return on Equity (electric)
Green Mountain Power	04/06	Green Mountain Power	Docket Nos. 7175 and 7176	Return on Equity (electric)
Vermont Gas Systems, Inc.	12/05	Vermont Gas Systems	Docket Nos. 7109 and 7160	Return on Equity (gas)
Virginia State Corporation Commission				
Columbia Gas Of Virginia, Inc.	06/06	Columbia Gas Of Virginia, Inc.	Case No. PUE-2005-00098	Merger Synergies
Dominion Resources	10/01	Virginia Electric and Power Company	Case No. PUE000584	Corporate Structure and Electric Generation Strategy

REDACTED VERSION

The Narragansett Electric Company
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ATTACHMENT A
RÉSUMÉ OF DANIEL PIERPONT

Daniel Pierpont
Project Manager

Mr. Pierpont is a project manager with exceptional analysis and communication skills and deep experience in several broad-based areas including financial analysis, strategic planning, economic forecasting, regulatory advisory, financial due diligence, and business development. He has a strong background in program development and project management, teamwork, and solution delivery. Mr. Pierpont has demonstrated ability to create and disseminate clear and actionable analysis and advice that leads to improved efficiency and success factors for clients in the energy and asset management industries.

REPRESENTATIVE PROJECT EXPERIENCE

Financial Analysis

Performed independent valuations and market analyses in support of asset and equity acquisitions and divestitures. Performed risk assessments on underlying assets of privately held investment companies using advanced attribution metrics. Conducted proforma economics analyses on multiple potential acquisitions utilizing advanced financial management techniques. Provided expert advice on suitability and veracity of assumptions for private energy investment opportunities.

Project Management

Managed development projects with multimillion dollar budgets and multiyear time horizons. Managed portions of complex auction process of generation assets with multiple participants and significant data distribution requirements. Managed the development of new research products through the coordination of internal expert resources and client representatives.

Business Development

Provided structuring and strategic advice in the initiation and market positioning of an energy-focused investment fund. Developed business policies, procedures and structures to transform an investment advisory practice into stand-alone business.

Regulatory Advisory

Performed financial and other analyses and drafted expert testimony and reports related to multiple regulatory proceedings, including Cost of Capital Proceedings. Developed market leading research on the role of Regional Transmission Authorities in competitive power markets. Represented a development company as a principal in meetings before regulatory agencies in the environmental and regulatory oversight process involved in power plant siting.

PROFESSIONAL HISTORY

Concentric Energy Advisors, Inc. (2007 – Present)

Project Manager
Senior Consultant



ATTACHMENT A
RÉSUMÉ OF DANIEL PIERPONT

Wolf International Advisors (2005 – 2007)

Senior Analyst

Rikoon Carret Wealth Management Group (2004 – 2005)

Portfolio Manager and Chief Financial Analyst

Advanced Optics Electronics, Inc./BioModa, Inc. (2003 – 2004)

Senior Financial Analyst

Navigant Consulting (2001 – 2003)

Senior Consultant

Cambridge Energy Research Associates (1999 – 2001)

Associate

Generation Ventures Associates (1997 – 1999)

Senior Associate, Project Finance and Project Development

EDUCATION

M.S. in Economics, London School of Economics, 1996

B.A., Tufts University, cum laude, 1995

DESIGNATIONS AND PROFESSIONAL AFFILIATIONS

Series 65



ATTACHMENT B
PRIVILEGED AND CONFIDENTIAL

CONCENTRIC ENERGY ADVISORS, INC.
HOURLY RATE SCHEDULE

TITLE	HOURLY RATE	DISCOUNTED HOURLY RATE
CHAIRMAN AND CHIEF EXECUTIVE OFFICER		
PRESIDENT		
SENIOR VICE PRESIDENT		
VICE PRESIDENT, EXECUTIVE ADVISOR		
ASSISTANT VICE PRESIDENT		
SENIOR PROJECT MANAGER		
PROJECT MANAGER		
SENIOR CONSULTANT		
CONSULTANT		
ASSISTANT CONSULTANT		
ANALYST		
ASSOCIATE		
PROJECT ASSISTANT		

PRICE SCHEDULE AS AGREED BETWEEN NATIONAL GRID AND CONCENTRIC

Concentric proposes to prepare the initial testimony for a cost not to exceed [REDACTED] plus direct expenses. This covers work through the filing of the original direct testimony. Any work performed subsequent to the filing of direct testimony and workpapers will be performed on a time and materials basis. Since the total cost of this engagement will depend on the nature and scope of discovery and opposing witness testimony, it is difficult to provide a fixed budget. Based on Concentric's prior experience, however, assuming that Concentric would provide rebuttal testimony and that would respond to discovery, and provide live testimony at hearing, a budget of [REDACTED] for the remainder of the case may be a reasonable estimate. [REDACTED]

estimate also does not reflect the costs associated with testimony that may be provided in connection with any Alternative Regulation Plan. Concentric estimates that the incorporation of capital structure analyses and testimony into the scope would be an additional [REDACTED] in time and materials.

PROJECT COST ESTIMATE BID FORM

Attachment II

[illegible]

SCHEDULE E

**NATIONAL GRID
CONTRACTOR SAFETY REQUIREMENTS
dated 2/1/11**

(This document is incorporated for informational purposes)

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FOREWORD

National Grid's vision is to be a world-class safety organization, with zero injuries every day.

The Executive Safety Committee provides review and input for Safety Policies and Procedures through the Safety Policies and Procedures Subcommittee.

Safety Services is the owner of this procedure and is responsible for maintaining and implementing this procedure, soliciting comments from stakeholders and revising as necessary.

This document, "Contractor Safety Requirements", represents the current contractor safety requirements that are unique to operations and various lines of business (LOB) at National Grid. This document does not reference actions that are required by OSHA, other laws, rules, or regulations. These are requirements that should be understood by the contractor and contractor compliance with all applicable federal, state and local laws, rules, and regulations is expected by National Grid as a contractual condition.

Please direct any questions regarding this document to the Safety Department.

This document will be updated as necessary to reflect changes in National Grid safety policies and procedures.

Record of Change

Date of Review/Revision:

Revision	Date	Description
1	08/5/2004	Initial
2	3/2/2005	Additions
3	01/30/2007	Additions
4	08/01/2008	Additions in red
5	08/01/2010	Additions in Bold
6	02/01/2011	Audit recommendations included

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1.0 CONTRACTOR SAFETY AT NATIONAL GRID

1.1 Introduction

Safety performance is a prime consideration in the selection of contractors. National Grid will stipulate Safety performance requirements and responsibilities in our contracts and purchase orders and will hold the contractor accountable for meeting the contractual requirements.

This document, "Contractor Safety Requirements", is updated periodically to communicate all aspects of National Grid contractor safety to bidders and current contractors.

National Grid's goal is to establish a long-term working relationship with contractors who share the same safety values and demonstrate those values through their work performance.

Contractor safety at National Grid involves three broad areas:

- (1) The Contractor Selection Process (Procurement)
- (2) Safety Communication
- (3) Safety Compliance

(1) **Contractor Procurement**

Contractor safety begins with the selection of contractors who have demonstrated a good safety record. This is accomplished through a process overview during the procurement process and the scope of work involved.

(2) **Safety Communication**

Safety communication covers all the avenues and forums in which National Grid and the contractor communicates safety. Communication begins early in the bidding phase and is on-going as an integral part of the contractor-customer relationship. The goal is to ensure clarity and to limit misunderstandings.

(3) **Safety Compliance**

Safety compliance is the process of ensuring that the provisions of the contract are being followed. National Grid will assign the Owners Representative or other designated individuals to provide guidance and oversight. The Contractor is responsible for their employees and subcontractors and shall be held accountable for ensuring compliance with all applicable safety rules while working on National Grid property.

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1.2 Risk Ranking of Work

1. At the beginning of any project, National Grid will conduct a risk assessment for each anticipated work activity of a contracted service. National Grid will categorize these activities as low, medium or high risk. Risk refers to the chance of injury, property damage, or adverse public impact should the contractor deviate from the prescribed safety measures.
2. **Activities that are designated as “high risk” means that death can result if safety measures are not followed.** In general, any work related to electrical transmission and distribution, and gas/LNG operations shall be ranked by National Grid as High Risk.
3. The designation High Risk, Medium Risk, or Low Risk, refers only to the inherent risk associated with the work activity and is not an opinion on the ability of a contractor to work safely.
4. The Purchasing Agent will notify the bidder/contractor at the beginning of the procurement process if their contracted service has been ranked as high risk.

1.3 Bidder Information Request – High Risk Work

1. **National Grid has established a relationship with ISNetworld to serve as the primary contractor information management system of National Grid bidder documents for high risk work activities.** This is the first step in establishing a working relationship with National Grid. For Contractors already on the National Grid bid list, **ISNetworld** will request updated information quarterly.
2. The information that the Bidder provides serves as the basis for assessing safety qualification. For this reason, it is important that this form is approached in a candid and thorough manner. National Grid will review the submitted information. **Any effort to avoid complete disclosure will disqualify the Bidder from bidding work at National Grid.**

1.4 Safety Compliance

1. National Grid evaluates contractor compliance by conducting routine site visits, Compliance Assessments/SUSA visits and attending periodic contractor safety meetings.

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2. If a safety violation is observed by a National Grid representative, the violation will be discussed with the contractor at the time of discovery.
3. The contractor must implement corrective actions and establish measures to prevent a recurrence through Incident Analysis (IA) process.
4. Individual contractor personnel who habitually violate safety rules should be identified, and the contractor should remove the individual(s) from the project. National Grid reserves the right to remove any contractor employee(s) who violate or pose a safety risk to themselves, our employees or the general public.
5. If a contractor is observed to be operating in a manner that creates an imminent danger to persons or property, it is the responsibility of all individuals observing the hazard to stop the job or that portion of the job impacted until the issue has been resolved to the satisfaction of National Grid, the Owners Representative or Safety Representative.
6. Contracts/POs shall require the contractor to immediately forward any citations or notices incurred on the project upon receipt to the appropriate company representative **and/or ISNetworld**. The company representative must distribute copies of the citation or notice to senior management, Safety, Procurement, and the Legal Department.
7. Willful and repeat violations of safety requirements by the contractor may be considered a breach of the contract and reason for contract termination.
8. If the contractor's overall safety performance is viewed as being unsatisfactory or noncompliant with contract provisions, and if the contractor is unwilling to demonstrate satisfactory program improvement, the contractor may be removed from the project as may be provided for in the contract.
9. National Grid documents safety compliance by completing a "Contractor Performance Evaluation." This documents both good and bad safety performance and this feedback will be used in the decision process for awarding future contracts.

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2.0 GENERAL SAFETY REQUIREMENTS

2.1 Introduction

1. All contractors are required to comply with the requirements of the Occupational Safety Administration (OSHA), all other applicable federal, state, and local laws, ordinances, regulations, and other project and site-specific permits unless superseded by National Grid procedures.
2. This document represents policies and safety-related work methods that are unique to National Grid and that may go beyond OSHA rules. Contractors must follow these requirements as well as their own rules that meet or exceed OSHA and other regulatory requirements.
3. In cases where there is more than one method of compliance with a given safety rule or regulation, the contractor may deviate from National Grid practices if they can demonstrate to National Grid that the alternative practice provides an equal or greater margin of safety.
4. National Grid will provide more detailed information and guidance regarding specific procedures prior to commencement of work.

2.2 Applicability

This document applies to all contractors; however, most of the requirements are directed to contractors who perform work that is related to National Grid's core business functions: electrical transmission and distribution, and gas/LNG operations.

3.0 ADMINISTRATIVE SAFETY REQUIREMENTS

3.1 Pre-Bid Meetings

Applies to: All contractors, as needed.

The pre-bid meeting is coordinated by National Grid Procurement to provide bidders with an opportunity to acquaint themselves with contractual requirements and specific safety issues concerning the project, including company-specific safety rules and known site conditions. This meeting may not be necessary for all contractors.

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3.2 Project Safety Plan

Applies to: High and medium risk ranked contractors in detail commensurate with the scope of the project or activities.

1. Contractors who perform high risk-ranked services shall submit a project-specific safety plan prior to the **start of the project and/or at** pre-construction meeting. Your National Grid representative will provide you with specific requirements of the format and/or forms to be completed.
2. At a minimum, the project safety plan shall refer to a completed safety hazards checklist and the Emergency Contact Sheet. This format is ideal for short-duration, small, and/or simple projects. This minimum safety plan shall be referred to as the SHORT VERSION.
3. For long-term, large, and/or complicated projects, the National Grid representative will require the contractor to complete a more formalized safety plan. This plan shall be referred to as the LONG VERSION.
4. At a minimum, the LONG VERSION safety plan shall include the following elements:
 - A. Roles and responsibilities
 - B. Scope of work
 - C. Task and hazard identification and risk assessment of the hazards
 - D. Hazard mitigation/control procedures and work methods
 - E. Incident analysis and reporting
 - F. Compliance and monitoring

A. Roles and Responsibilities

The plan shall identify who will be responsible for the project oversight and their qualifications. For example, if the work requires excavation, there must be someone on-site who would be qualified as a competent person.

For multi-employer work-sites, the general contractor is responsible for all their employees and subcontractors. The safety plan shall clearly state this responsibility.

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B. Scope of Work

Briefly state the scope of work as provided by National Grid. The plan must specifically address the project or services requested by National Grid. Therefore, these plans should be short and-to the-point.

C. Task and Hazard Identification and Risk Assessment

The contractor shall identify all significant tasks and the anticipated hazards. National Grid calls this process a risk assessment.

The contractor's cost to provide adequate safety measures and to comply with National Grid requirements must be considered and budgeted in the bid/proposal.

D. Hazard Mitigation Procedures and Work Methods

For each hazard, the contractor shall specify measures that will be taken to mitigate these hazards.

A table format is the simplest way to organize and present the task, hazard, and mitigation steps. For example:

Location:	Substation Yard	
Task	Hazard	Mitigation Steps
Material Handling	Contact with overhead energized lines/equipment	Off load in the clear and have a safety observer present

E. Incident Analysis and Reporting

Follow the requirements referenced in this document.

F. Compliance Monitoring

Explain how you will ensure that both your employees and subcontractors will achieve safety compliance.

G. Environmental Compliance

Based on the scope of the work, any anticipated environmental risks shall be addressed by following all applicable National Grid procedures. Refer to EP-6, Appendix-A, environmental checklist.

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3.3 Contractor Orientation

Applies to: All contractors, as needed.

1. Contractor orientation shall be conducted by a National Grid Representative and is intended to serve as a resource in order to provide the contractor with the tools necessary to educate their employees and subcontractors. The session is not intended to train the contractor management, their employees, or subcontractors.
2. The extent and content of the orientation session shall be commensurate with the scope and type of the contractor's activities.
3. The contractor shall agree to provide management representation at the orientation session.
4. After the completion of the orientation session, a contractor management official shall certify in writing that: (1) the contractor has been informed of National Grid safety requirements; (2) that employees and subcontractors have the appropriate qualifications to perform the work, and; (3) the contractor agrees to comply with all applicable safety requirements. The certification shall be in the form of a "Letter of Assurance", printed on the contractor's letterhead, signed by a principal of the contractor, and delivered to your company's National Grid contact **or ISNetworld participants will upload this letter into ISNetworld to meet this requirement.**

3.4 Worker Qualification Assurance

Applies to: All contractors, as-needed.

1. In order to meet National Grid safety requirements, the contractor must describe how workers, including subcontractors, are qualified. The contractor must supply information concerning the type of skills assessment performed, training programs and how they ensure that employees demonstrate competencies. National Grid reserves the right to certify contractor competency as needed.
2. The contractor management official shall certify the contractor has been informed of National Grid safety requirements; that employees and subcontractors have the appropriate qualifications to perform the work, and; that the contractor agrees to comply with all applicable safety requirements **by certification in a Letter of Assurance as referenced in section 3.3.4.**

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3. The bidder shall supply the backgrounds and qualifications for all management personnel through resumes, behavioral observations or other documents. National Grid shall interview and approve management personnel if considered necessary.
4. Contractors bidding on new work provide this information to the National Grid purchasing agent via the "Bidder Information Request" form **and/or ISNetworld National Grid On-boarding form.**

3.5 Pre-Construction Meetings

Applies to: High Risk Ranked Projects or Activities

1. **The project manager, and/or National Grid Construction supervisor, or other designated User's Representative shall hold a pre-construction (project kickoff) meeting prior to the start of a high risk-ranked project/service. Other attendees may include; the Safety department, environmental as well as contractor management as needed.**
2. The contractor's Project Safety Plan will be discussed at this meeting including a final review of the safety hazards checklist to insure a proper hazard mitigation plan.
3. These hazard mitigation measures shall be reviewed and work shall not commence until these hazards have been adequately addressed. The Owners Representative, or other user representative, will discuss with the contractor the methods by which compliance will be achieved with National Grid safety requirements.
4. An Emergency Call List should be exchanged with the contractor. This list must contain 24-hour contact information for key contractor and project personnel, including Owners Representative and Safety Specialists. This list should be distributed to all concerned, as determined by the project team, prior to the start of work.
5. For routine maintenance services, a review of associated safety issues and specific facility issues, restrictions or practices, such as evacuation procedures, must be discussed with the contractor upon initial hiring. Any changes in the facility that may affect the safety of contractor or National Grid employees or third parties must be communicated immediately.

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3.6 Safety Meetings

Applies to: All contractors, as-needed.

1. The contractor shall have regular monthly safety meetings with **documented attendance of** their employees and subcontractors.
2. The safety meetings shall be documented in writing, and shall be available for inspection during the project period, and for 30 days after the project is completed.
3. **Weekly safety meetings/calls between National Grid and contractor management are required for all high-risk work. These meetings shall focus purely on safety.**

3.7 Job Safety Briefs

Applies to: All contractors, as-needed.

1. Job safety briefs shall be documented in writing. Written job safety briefs **with the contractor letterhead**, shall be available at the job site for inspection and retained for 30 days after the job is completed.
2. Each crew shall conduct these job safety briefs prior to each day's work, when there are changes to the work order or plan, and when a new worker joins the crew additional briefs are required.
3. Each worker must have the opportunity to voice concern. The work cannot begin until each worker signs off on the job safety brief stating that they have discussed the work and agree with the plan.

3.8 Incident Analysis

Applies to: All contractors (regardless of risk ranking).

1. All contractors are required to report to National Grid, any work-related incidents involving injury or illness to employees, the public or property damage to the contractor's or National Grid's equipment. The first priority is to ensure that the injured receive medical treatment.
2. Your National Grid contact will explain these reporting requirements in more detail prior to commencement of work.

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3. An incident is defined as an unplanned event that has a human component, and results in, or could potentially result in, at least one of the following outcomes: (1) Harm to people; (2) Damage to property; (3) Adverse public impact.
4. Categories of incidents include:
 1. **Injury** – incidents that cause harm to people;
 2. **Property Damage** – incidents that cause damage to property;
 3. **Adverse Public Impact** – incidents that disrupts service to the public or results in adverse public reaction;
 4. **Near-Miss** – an incident which had the potential under different circumstances to result in an injury.
 5. A hazardous condition is defined as: **A condition that can and is rectified immediately by the person who identified the hazard**
 6. **Process Safety** – measures, systems, procedures and policies which prevent incidents and protect employees, the public, and the environment from the effects of major accidents.

Significant hazard: A condition that requires others to take actions to rectify and requires further investigation as to how the situation came to occur.

Incident Response Steps

In the event of an incident, the contractor shall provide details of the incident to National Grid that follows the steps below.

1. Contractor supervisor collects basic information about the incident from the employee or witnesses:
 1. What happened?
 2. Who and how many people were injured?
 3. What treatment was administered?
 4. What was the nature and seriousness of the injury?
 5. Where did the incident occur?
 6. When did the incident occur (date, time of day)?
 7. Were there any witnesses?

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2. **Contractor supervisor immediately calls the Owners Representative or National Grid point of contact. All incidents should be entered into the IMS as soon as possible by the National Grid supervisor or National Grid Designee. If any calls to (1-866-322-5594) are made, user will be prompted to select option 2 for anything other than an employee injury.**
3. Contractor shall conduct an investigation and provide a written report if directed to do so by National Grid to the Owners Representative for review and entry into the incident management system (IMS).
4. The contractor will then conduct an investigation that will identify contributing factors relating to the incident and the corrective actions that will be taken to prevent reoccurrence. The contractor will notify the Owners Representative when any action items have been completed. The results of the IA shall be described in a report prepared by the contractor and provided to National Grid. The contractor shall use National Grid Incident Reporting forms which will be provided by **your National Grid Representative.**
5. Contractor vehicle accidents occurring during the performance of work will also be investigated and reported to National Grid.

Other Reporting

National Grid may periodically request the following annualized data for all work activities limited to National Grid operations:

- Lost Time Incident (LTI) rate for workers
- Restricted Work rate
- OSHA Recordable Incident (ORI) rate

4.0 TECHNICAL SAFETY REQUIREMENTS

4.1 Personal Protective Equipment (PPE) Requirements – General

Applies to: All contractors (regardless of risk ranking)

1. Basic PPE attire at construction sites and other similar work zones include, at a minimum: hard hat; safety shoes and safety glasses.

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2. The contractor shall ensure that their employees and subcontractors use protective **safety toe** footwear when working in areas where there is a danger of foot injuries due to falling or rolling objects, or objects piercing the sole, and where such employee's feet are exposed to electrical hazards. Electrical Hazard (EH) rated footwear is required when working on or around electrical equipment over 50 volts, or in an area of expected downed wires. This requirement is based on OSHA 1910.136 and **ASTM standard F-2413-05**.
3. Guidance for additional PPE is referenced in other sections of this document.

4.2 Flame Resistant Clothing Requirements

Applies to: All contractors, as-needed.

1. Flame Resistant (FR) clothing shall be worn when personnel work on **energized equipment/lines** or when distance and position will expose the worker to electric arc or flame hazards. FR clothing shall also be worn during live gas work as outlined in a PPE Matrix. FR clothing also includes arc- resistant rain gear. This additional ensemble may also be required as part of the job.
2. FR clothing shall be worn as the outermost layer of clothing.
3. FR clothing shall be worn when workers measure voltages or test or ground electrical equipment or lines.
4. FR clothing shall be worn when work requires the use of rubber protective equipment or the use of insulated live line tools.
5. FR clothing shall be worn when workers control/operate electrical equipment over 50 volts at the device location or are within 10 feet of equipment which is being physically operated by another worker.
6. FR clothing shall be worn where a hazard identification sign is posted.

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7. Contractors shall wear the appropriate FR clothing when working on or near energized equipment or **when distance and position will expose the contractor to electric arc or flame hazards**. For substations and production plants, visitors are not required to wear FR clothing unless they are engaged in electrical work. Your National Grid contact will be able to determine whether FR clothing will be required based on the specific contractor task. **Note: Gas contractor FR requirements may differ slightly. Please refer to National Grid PPE Matrix for Gas operations as needed.**
8. FR clothing shall meet a minimum arc rating of 8 cal/cm² (HRC 2) for energized electrical equipment unless otherwise specified based on increased potential exposure. Effective April 1, 2010, the FR clothing system for HRC 2 shall consist of an arc-rated FR shirt and FR pants or an FR coverall. **Note: Work on the Long Island electric system will require FR pants rated at 8 cal/cm² (HRC 2) and FR shirt rated at 4 cal/cm² (HRC 1) based on assessments performed to determine potential exposures.**
9. Additional FR clothing protection is required when performing work on the distribution system in NY North and New England (legacy National Grid) stations listed in Table 2 - OH Distribution Exceptions. Please reference tables in the National Grid Safety Document titled, *ARC Flash Analysis and Mitigation, Overhead Distribution Exceptions to 8 cal/cm² FR*.
10. Contractors who may be involved with tasks requiring the implementation of this program shall be informed by National Grid. Contractors will be required to follow all aspects of OSHA and The National Electric Safety Code (NESC), Rule 410 A3 as it applies to the tasks they perform.

4.3 Rubber Gloves and Sleeves

Applies to: All contractors, as-needed.

1. Rubber glove use is required for work on all electrical apparatus at 50 Volts or greater. Rubber gloves shall be donned before the worker leaves the ground and shall be worn until the worker returns to the ground (commonly referred to as "ground to ground", "cradle to cradle").

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2. Class 0 gloves are required for exposures up to 1000 Volts.
3. Class 2 gloves are required for voltages between 1000-15,000 Volts.
4. Rubber sleeves must be worn where work is conducted within the minimum approach distances of primary electrical apparatus that is not tested de-energized and grounded.
5. For voltages 23 kV and above, workers can use specialized equipment or work practices as long as these workers have been appropriately trained and qualified. National Grid may request a letter of assurance from the contractor
6. Rubber glove exceptions for specific jobs (other than those listed in this section) are permitted only with the written approval of the local National Grid Operations Manager.

Exceptions (no gloves required)

No rubber gloves are required:

- When working in a properly established equipotential zone.
- When the operator remains at the same potential as the equipment by being off the ground and on the equipment.
- When a qualified worker performs transmission "hot stick" work on lines 69 kV or greater and no other energized wires are on the pole or structure below the worker.
- When work is performed on transmission structures carrying only energized conductors (115kV and above) and the Live Line Techniques are not being employed. While performing these activities, the worker shall utilize conductive clothing such as conductive gloves, conductive boots, leg straps and/or any other applicable conductive clothing.
- When climbing a steel structure to perform structural reinforcements while maintaining minimum approach distances from energized conductors or apparatus.
- When climbing a steel structure to access an area that has been properly grounded.

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4.4 Isolation of Energized Apparatus

Applies to: All contractors, as-needed.

1. *Non-Reclosing Criteria and Live-Line Maintenance and Construction*

The appropriate interrupting devices (breakers, reclosers, circuit switches, etc.) will be placed on NON-RECLOSING in accordance with National Grid tagging procedures.

2. *Tagging Out Lines or Apparatus*

The Owners Representative or other designated representative shall coordinate all switching and tagging in accordance with the most current EOP on Clearance and Control.

3. *Grounding*

When National Grid switches out lines or apparatus, any grounds that may be installed shall only be considered a visual reference, and shall not be considered a means to protect the Contractor's employees. The Contractor is responsible to install their personal grounds, in accordance with all OSHA, Federal, State and local safety procedures'. National Grid will provide guidance on the minimum size of the grounds to be used based on circuit available fault current. **Refer to EOP D002, for Grounding size. Ground rods will be fully driven into the earth.** T-Bar ground rods are not to be used on National Grid property.

4. *Grounding Mobile Equipment*

When mobile equipment requires grounding, it shall be solidly grounded by means of appropriate sized copper cable. The cable shall be fastened to a securely attached clean metallic portion of the equipment, or shall be fastened to a grounding stud provided for the purpose at one end and an adequate ground at the other end.

5. *Minimum Approach Distance (MAD)*

Follow minimum approach distance (MAD) tables: clearance OSHA tables' unqualified distances are 10 feet and up depending on voltage. See section 4.7

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4.5 Appointment of a Safety Observer

Applies to: All contractors, as-needed.

1. If work is being performed where there is a potential for persons or equipment to come in contact with energized equipment, a Safety Observer will be appointed by the contractor to aid in protecting employees and others from hazards. The Safety Observer will be a "Qualified Electrical Worker" with the training and experience specified in OSHA regulations, specifically the "Electric Power Generation, Transmission and Distribution Standard" 29 CFR 1910.269.
2. The Safety Observer will be appointed while positioning trucks, cranes or other equipment and where precise placement is required to avoid contact with or damage to existing equipment or circuits; while moving loads overhead that may come within OSHA clearance requirements; or at other times where assistance is needed to help direct specific tasks for the protection of personnel or property.

4.6 Work Zone Traffic Control

Applies to: All contractors, as needed.

1. If work activity is on or near a road, the contractor and their subcontractors will comply with all applicable parts of the most current US Department of Transportation's Manual on Uniform Traffic Control Devices (MUTCD).
2. If working in areas covered by state permits issued to National Grid, contractors are required to comply with the provisions (work practices and notifications) of the permit language.

4.7 Qualified Electrical Workers

Applies to: Electrical Projects/Activities.

1. National Grid expects that electrical contractor employees will already be electrically-qualified as required by OSHA in 29 CFR 1910.269.

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2. OSHA defines a qualified electrical worker or "qualified employee" as a person knowledgeable in the construction and operation of the electrical power generation, transmission and distribution equipment involved and the associated hazards. According to 1910.269(a)(2)(ii), a qualified employee must be trained and competent in:
 - The skills and techniques necessary to distinguish exposed live parts of electrical equipment;
 - The skills and techniques necessary to determine the nominal voltage of exposed live parts;
 - The minimum approach distances specified in 1910.269 corresponding to the voltages to which the qualified employee will be exposed, and;
 - The proper use of special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools for working on or near energized parts of electrical equipment.
3. Until these qualified employees have demonstrated proficiency in the work practices involved, they are considered to be employees undergoing on-the-job training and must be under the direct supervision of a qualified person at all times. According to the definition of a "qualified employee", the employee also must have demonstrated an ability to perform work safely at his or her level of training.
4. National Grid requires contractors with electrically qualified employees to provide documentation on how they qualify their workers.

4.8 Qualifying Non-Electrical Workers

Applies to: All contractors, as-needed.

Qualifying non-electrical workers to work near energized lines and equipment

1. The contractor must provide orientation for non-electrical workers for the purpose of entering and working within restricted areas such as a substation. This is a critical component of contractor orientation for all non-electrical contractors who will be working near energized lines and equipment (for example, civil contractors).

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2. The information provided to these workers must meet the requirements of paragraph 1910.269(a)(2)(ii). However, the orientation and training would not be as comprehensive as the training normally provided to a qualified electrical worker.

They must know:

- What is safe to touch and what is not safe to touch in the specific areas they will be entering;
- The maximum voltage of the area;
- The minimum approach distances for the maximum voltage within the area;
- Proper use of protective equipment that will be used to provide protection for them and in the work practices necessary for performing their specific work assignments within the area.

3. Until these workers have demonstrated proficiency in the work practices involved, they are considered to be employees undergoing on-the-job training and must be under the direct supervision of a qualified person at all times. According to the definition of a "qualified employee", the employee also must have demonstrated an ability to perform work safely at his or her level of training. It is expected that an orientation familiarizing the employee with the safety fundamentals above will be conducted before the worker is allowed to enter a restricted area.

4.9 Asbestos and Lead Hazards in Electrical & Gas

Applies to: All contractors, as-needed.

1. Asbestos **and lead** materials associated with electrical and gas equipment includes, but is not limited to: cement-type cable covering, cable wrap, wire coatings, coal tar pipe wrap, and transite panels and conduits. Removal of this material must be done by individuals specifically trained and qualified to handle asbestos **and lead**. **Refer to National Grid Safety Procedures, F-615, F-617 and F-619 for guidance on asbestos and lead handling and removals.**
2. Where asbestos material is present and likely to be disturbed, the National Grid representative and contractor shall coordinate how the asbestos hazard will be managed.

Note: Electrical or gas contractors who will encounter asbestos **or lead** as part of their electrical or gas work shall reference in their safety plan how they will address this hazard.

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5.0 OVERHEAD LINE WORK

Applies to: All contractors, as-needed.

In addition to the other requirements referenced in this document, this section covers requirements that are specific to overhead line work.

5.1 PPE Requirements

Applies to: All contractors, as-needed.

1. All contractors shall comply with the applicable PPE and WZTC requirements referenced in Section 4.0. In addition, contractors will follow ground-to-ground and cradle-to-cradle use of rubber gloves while carrying out work on energized overhead lines; commonly referred to as "ground to ground", "cradle to cradle".
2. Any foreign wire constitutes a potential energized source and rubber gloves shall be required. Any foreign wire on a pole or structure constitutes an energized source: Cable TV, telephone, fire alarm wire, etc.

5.2 Fall Protection

Applies to: All contractors, as-needed.

All contractors who climb structures such as wood poles or transmission towers shall utilize enhanced fall protection equipment and techniques. Enhanced fall protection means the use of a fall arresting device: examples include a *Buck-Squeeze*, *Miller* fall or ***Jelco* fall** arrest systems **when working on wooden structures and a full body harness and either a Step Safe or Sheppard's Hook with retractable line when working on steel structures. Climbers shall never be allowed to drop or slide down a pole or structure more than two feet.** Fall protection or fall restriction devices shall be used when working at heights over 4 feet with the exception of ladder use.

Exceptions to fall protection shall be approved by the Owners Representative or by another qualified user representative.

5.3 Pole/Structure Inspection

Applies to: All contractors, as-needed.

1. Contractor shall ascertain the structural integrity of the pole or other structure prior to installation, removal, or repair of equipment on the structure.

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2. When work is to be performed on a wood pole, it is important to determine the condition of the pole before it is climbed. The weight of the employee, the weight of equipment being installed, and other working stresses (such as the removal or re-tensioning of conductors) can lead to the failure of a defective pole or one that is not designed to handle the additional stresses. For these reasons, it is essential that an inspection and test of the condition of a wood pole be performed before it is climbed.
3. If the pole is found to be unsafe to climb or to work from, it must be secured so that it does not fail while an employee is on it. The pole can be secured by a line truck boom, by ropes or guys, or by lashing a new pole alongside it. [29 CFR 1910.269(q)]

5.4 Electrical Work Methods

1. Jumpers of any type shall not be used to keep transformers, Risers or transformer banks, energized for the purpose of changing potted porcelain cutouts. Refer to most current version of National Grid Electric Operation Procedure (EOP) D001 "Porcelain Fuse Cutout - Open Type."

5.5 Transmission Overhead Lines

1. For work on transmission circuits, red tape shall be placed around any energized pole, pole structure, or tower adjacent to the de-energized line on which work is to be done.
2. When one circuit of a double circuit pole or tower line is de-energized for work, a red or orange flag shall be placed on the energized side of the pole or tower nine feet below the lowest energized conductor. In addition, on the side toward the energized circuit a red or orange flag shall be placed at each arm level as employees work on them, or pass them, on the tower cage.
3. **All contractors using ATV's for transmission or Forestry work, are required to follow all local OHRV requirements for PPE and Driving safety**

6.0 UNDERGROUND OPERATIONS WORK

Applies to: All contractors, as-needed.

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In addition to the other requirements referenced in this document, this section covers requirements that are specific to underground operations work.

6.1 PPE Requirements

Applies to: All contractors, as-needed.

All contractors shall comply with the applicable PPE and WZTC requirements referenced in Section 4.6.

6.2 Enclosed Space Assessment and Ventilation

Applies to: All contractors, as-needed.

1. The contractor shall test each space prior to removing manhole lids and entry in accordance with current National Grid enclosed space procedure. Refer to most current version of National Grid EOP-UG006.
2. Atmospheric testing must be continuous for the duration of the entry using an industry approved atmospheric tester.
3. When performing hot lead work or when indicated by atmospheric monitoring, engineering controls such as forced mechanical ventilation must be used when working in National Grid manholes during the entire performance of the work.

6.3 Enclosed Space Entry and Non-Entry Rescue

Applies to: All contractors, as-needed.

1. All manhole and sidewalk vault entry shall be conducted in accordance with National Grid enclosed space procedures. Refer to most current version of **National Grid Safety Procedure, I-902**.
2. All contractors who are qualified electrical workers will treat these spaces as "enclosed spaces" and follow non-entry rescue provisions.
3. Steel cable or wire rope for non-entry rescue is prohibited.

6.4 Equipment Safety Inspection

Applies to: All contractors, as-needed.

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1. Inspect underground facilities (manholes, vaults, handholes, splice boxes, junction boxes, padmount transformers, switchgear and submersible equipment) each time a crew performs work at one of these facilities. All separable components in these facilities are to be inspected by infrared instrumentation. Refer to most current version of National Grid EOP-UG001.
2. The infrared (IR) equipment shall be a Fluke 68 IR Thermometer. Current operating procedures are referenced in NG-USA EOP-001.
3. The format for data collected shall follow the National Grid Electrical Operating Procedure (EOP) NG- EOP UG006 entitled "Underground Inspection and Maintenance."
4. "Touch Potential" testing of metal street lighting poles is required to be performed as a part of any maintenance work. References include NG- EOP G016 and National Grid Work Methods Bulletin #04-26 "TOUCH POTENTIAL TESTING OF METAL STREET LIGHTING POLES."
5. Touch Potential testing results shall be recorded on the job safety brief and manhole inspection form which shall be given to the Owners Representative or designee and sent to the inspections department personnel.
6. **All contractors working for National Grid shall use materials and equipment in accordance with the manufacturing guidelines. It is the contractors' responsibility to understand the manufacturers' limits and prescribed use of their tools and equipment before each use.**

7.0 SUBSTATIONS

Applies to: All contractors, as-needed.

In addition to the other requirements referenced in this document, this section covers requirements that are specific to substations work.

7.1 PPE Requirements

Applies to: All contractors, as-needed.

1. All contractors shall comply with the applicable PPE and WZTC requirements referenced in Section 4.0.

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2. Contractors will wear an electrical flash PPE ensemble when switching disconnects or grounding in areas of indoor substations as Referenced in the ***ARC Flash Analysis and Mitigation Policy***.
3. Fall protection or fall restriction devices shall be used when working at heights over 4 feet with the exception of ladder use.
4. Rubber gloves and Fire Resistant clothing are required when hand digging in a substation in or around energized conductors **and shall meet the requirements referenced in section 4.2 for FR clothing.**
5. **Contractors who perform any ground breaking activities in a substation within a pre-marked area will require Dig Safe marks to be in place; otherwise, the job must be suspended and a National Grid contact notified of the condition.**
6. **When using non-insulated man-lifts, and if provided by the manufacturer, a secure point of attachment for lifelines, lanyards or deceleration devices, shall be utilized which is independent of the means of supporting or suspending the employee.**

7.2 Notification of Control Authority When Entering a Substation

Applies to: All contractors, as-needed.

1. When a contractor enters and exits a National Grid substation, the contractor will ensure that the System Control Center is notified. **While work is being conducted, gates must be monitored at all times or the gates shall be locked.** Refer to National Grid EOP-G022.
2. Unescorted entry in substations can only be provided to contractors who provide assurance that their employees and subcontractors are electrically qualified as specified in 29 CFR 1910.269. Refer to Section 4.0 of this document

7.3 Substation Work Area Identification (SWAI)

Applies to: All contractors, as-needed.

1. Contractors who will be working in substations shall follow the SWAI procedure. National Grid will provide a copy of this procedure if required by the project. Refer to most current version of National Grid SMP499.10.2.

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2. Qualified contractors as referenced in section 4.7 of this document shall install their own work area identification. National Grid shall arrange work area identification for non-qualified workers as required.

7.4 Herbicide Application

Applies to: All contractors, as-needed.

1. Substation vegetation spraying shall be conducted unescorted only by contractor employees who have been designated as a Qualified Electrical Worker where applicable.
2. The spray applicator will have ID cards issued by Security with background checks available from the contractor.
3. Substations and Production plant management shall require a schedule of the spraying in their areas.
4. Once spraying begins, the contractor must contact local management on a daily basis to inform them of progress or changes to the schedule.
5. The contractor must post all stations with dated signs indicating when the station was sprayed. These signs should not inhibit access to the station.
6. The contractor shall take care to prevent that any stored materials and equipment do not get covered with "overspray". Overspray represents a substantial safety hazard and cannot be allowed.
7. When applying herbicides, contract employees shall wear goggles and other appropriate PPE to protect them from contact with herbicides in accordance with product labels.

8.0 GAS OPERATIONS WORK

Applies to: All contractors, as-needed.

In addition to the other requirements referenced in this document, this section covers requirements that are specific to Gas operations work.

8.1 PPE Requirements

Applies to: All contractors, as-needed.

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1. All contractors shall comply with the applicable PPE and WZTC requirements referenced in Section 4.0.
2. The contractor shall wear **all appropriate PPE** and Class 2 rubber gloves for personal protection when digging or probing near (2 feet) of known electrical conductors and when the location of energized conductors is unknown.

8.2 Gas Operations

1. **All contractors must meet the requirements of drug and alcohol testing in accordance with DOT Title 49 CFR Part 199.**
2. Any contractor who **performs covered tasks** shall be operator qualified (OQ) as defined in the DOT Title 49 CFR, Subpart N and all applicable state requirements pursuant to the state the contractor is working in. Additionally any qualifications' of contractor personnel shall be in full accordance with the Company's Operator Qualification written plan, (OQ Plan) Refer to the most current list of covered tasks in accordance with National Grids' Operator Qualification Program and the Northeast Gas Association, (NGA).
3. **The Operator Qualified status of contractor employees must be regularly updated and accessible via an on-line database by Company management. This listing must detail employees' current qualifications and current tasks to which they are qualified and the next recertification date and provide documentation and a letter of assurance on their qualified workers as referenced in section 3.4 of this document.**
4. **Contractor personnel involved with covered tasks may require certification by National Grid and an orientation of the involved tasks and National Grid Company standards. National Grid reserves the right to validate contractor qualifications prior to performing Live Gas work.**
5. Atmospheres are to be tested with a properly calibrated Combustion Gas Indicator (CGI) or Gas Measurement Instrument (GMI) in accordance with National Grid excavation procedures **as required**.
6. Each employee in an excavation shall be protected from cave-ins by an adequate protective system, such as sloping, benching or an appropriate shoring system. **Refer to National Grid Safety Procedure, M-1301 on Excavations, Trenching and Shoring, for additional guidance.**
7. At minimum, an approved 20lb. ABC type fire extinguisher must be at the worksite and readily available during all routine and live gas operations as conditions warrant.

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9.0 FORESTRY AND VEGETATION MANAGEMENT

Applies to: All contractors, as-needed.

In addition to the other requirements referenced in this document, this section covers requirements that are specific to vegetation management work.

9.1 PPE Requirements

Applies to: All contractors, as-needed.

1. For work along roads and other areas of vehicular traffic, contractors shall wear high visibility clothing or vests **as referenced in section 4.0 and** in addition to other PPE appropriate to the work.
2. Flame Resistant Clothing is not required per the OSHA applicable Forestry standard. Forestry contractors must instead wear natural fiber clothing when working within 10 feet of energized equipment.
3. Forestry contractors must wear a properly adjusted full-body fall protection harness connected to an appropriate lanyard when working from an aerial lift. The lanyard must connect to an attachment anchored to either the boom or bucket mounting hardware. Attachment points anchored through only the fiberglass portion of the bucket are not acceptable.
4. Forestry contractors will be required to wear chaps while operating a chainsaw or when assisting and/or working in close proximity to a chainsaw that is being operated.
5. Saws shall not be left unattended with the engine running.
6. When a contractor employee carries a saw, the engine shall be off and/or covered or the saw shall be carried with the blade to the rear and locked.

9.2 Equipment and Work Methods

Applies to: All contractors, as-needed.

1. Forestry contractors will be required to utilize fiberglass sticks and stick saws for work around energized equipment and to test/document their integrity annually. **Test results and expirations shall be available on each vehicle as needed.**

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2. Forestry contractors will be required to perform and document dielectric testing of all aerial units annually. **Test results and expirations shall be available on each vehicle as needed.**

3. For lump sum or unit price mileage trimming projects, a single foreman may supervise up to four (4) bucket trucks on the same project. However, in that case the minimum qualifications for the "lead" person on each of the other trucks shall be a Journeyman Tree Trimmer or equivalent (Qualified Line Clearance Tree Trimmer). At least one other employee on the truck shall be an OSHA defined, Qualified Line Clearance Tree Trimmer Trainee. **For Upstate New York only, it is understood that a Qualified Line Clearance Tree Trimmer shall carry the title, wage and benefits as outlined in IBEW LU 1249's existing contract of a Journeyman Treeman and that a Qualified Line Clearance Tree Trimmer Trainee shall carry, at a minimum, the title, wage and benefits as outlined in IBEW LU 1249's existing contract of a Treeman Trainee, 2nd year.**

4. By April 1st of each year, the contractor shall provide a list of employees that could reasonably be expected to work on National Grid property. This listing shall include:
 - identify the current pay classification of each employee,
 - the date of their progression to their current pay level,
 - the dates each employee completed each level of the contractor line clearance tree trimmers training program,
 - the dates each employee completed their required OSHA safety and other training, or retraining, including any annual refreshers,
 - the date each employee last demonstrated their tree rescue and climbing proficiency where applicable
 - the date each employee completed CPR and first aid training,
 - Identify each certified pesticide applicator, their certification number and category certified.

9.3 Training

Applies to: All contractors, as-needed.

1. Forestry contractor management will be required to attend safety council meetings hosted by National Grid as required. The contractor will ensure that all appropriate safety personnel for the National Grid territory are in attendance.

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2. Forestry contractors shall implement and provide the required training and certification programs necessary to provide OSHA defined Qualified Line Clearance Tree Trimmers or Qualified Line Clearance Tree Trimmer Trainees. **Forestry contractors will be required to provide an updated Health & Safety Plan (HASP) by April 1st of each year for all work being conducted at National Grid.**
3. **All contractors using ATV's for transmission or Forestry work, are required to follow all local OHRV requirements for PPE and Driving safety**

9.4 Herbicide Applications

Applies to: All contractors, as-needed.

Forestry contractor requirements for vegetation spraying are referenced under the Substations Work section 7.4 of this document.

10.0 EXPECTATIONS FOR SAFE VEHICLE OPERATION

Applies to: All contractors, as-needed.

- 10.1 Contractors are required to comply with the requirements of all federal, state and local regulations as well as their own company policies for safe vehicle operations and licensing. **In addition National Grid expects all contractors to comply with regional as well as National Grid Policies that may apply.**

11.0 LNG/PROPANE PRODUCTION, TRANSPORT AND HANDLING

Applies to: All contractors, as-needed

In addition to the other requirements referenced in this document, this section covers requirements that are specific to LNG/Propane Production.

- 11.1 Contractors who transport LNG/Propane at National Grid facilities are required to be certified in first aid/CPR and are required to complete frost-bite awareness training.
- 11.2 Basic PPE attire at production sites and other similar work zones include, at a minimum: hard hat, safety shoes and safety glasses and is referenced in Section 4.0 of this document. National Grid retains the right to enhance PPE requirements as conditions warrant.

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1. The use of additional PPE shall be based on the task performed and the PPE matrix for work in production plants.
- 11.3** All personnel working at LNG plants will sign in and out of plants daily in the contractors log book. All other gas supply facilities require authorization under the Authorized National Grid Contractor Employee.
1. Prior to work beginning, trained plant personnel shall review and reissue as needed a work permit process which shall contain procedures which describe the work to be performed, valves and Lock-out/Tag-out numbers and valve locations. National Grid will provide a copy of this procedure if required by the project.
- 11.4** National Grid expects contractors working at LNG and LP plants to meet the requirements of 49CFR 193 Subpart H for health, training or experience and/or any applicable National Grid procedures that supersede the above requirements'. Contractors shall provide documentation on their qualified workers, as referenced in section 3.4 of this document.
- 11.5** All contractors must meet the requirements of drug & alcohol testing in accordance with 49CFR Part 199.
- 11.6** All Contractor personnel performing work in LP plants must meet the requirements' of the National Fire Protection Association (NFPA), part 59.
- 11.7** Herbicide Applications
- Applies to: All contractors, as-needed*
- Contractor requirements for Production Station vegetation spraying are referenced under the Substations Work section 7.4 of this document.

12.0 ELECTRIC GENERATION

Applies to: All contractors, as-needed

In addition to the other requirements referenced in this document, this section covers requirements that are specific to Electric Generation.

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12.1 PPE Requirements

Contract workers shall wear appropriate ear protection when working anywhere inside a generation plant and/or outside the plant where noise may be excessive. Acoustic barriers shall be maintained by the contractor as needed.

- 1 Safety shoes with a minimum height of six-inches are required in Generation plants.
- 2 FR Clothing-Contractors in Generation plants are required to wear 8-Cal clothing protection. For additional guidance refer to EGO-028 & EGO-029.

12.2 Training

1. Required training may include; PCB's, asbestos, mercury, confined space awareness and excavation competent person requirements. HAZCOM is required by contractors working in generation plants as applicable.
2. It is required for every contractor who works at a National Grid Generation Station, to attend an orientation regarding plant safety and as required, US Coast Guard Maritime Security (MARSEC) policies.

12.3 Equipment & Excavations

1. All excavations shall be performed in accordance with EGO-0005 and National Grid Safety Procedure M-1301 on Excavations, Trenching and Shoring.
2. Gasoline and diesel powered fork trucks may NOT be used inside the plant or other enclosed facility. Only propane/electric fork trucks are permitted except where additional hazards may exist.
3. Operators of fork trucks must be qualified and have a FDNY Certificate of fitness when working within NYC limits.
4. All wood products necessary for the work must be made of flame retardant material.

12.4 Equipment Isolation

1. For isolation of hazardous energy sources while working in Generation plants, please refer to EGO-0010, *Control of Hazardous Energy Sources-Work Permit System*.

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12.5 Herbicide Applications

Applies to: All contractors, as-needed

Contractor requirements for Generation Station vegetation spraying are referenced under the Substations Work section 7.4 of this document.

SCHEDULE F

**NATIONAL GRID
ENVIRONMENTAL REQUIREMENTS
dated 5/28/10**

(This document is incorporated for informational purposes)

NATIONAL GRID ENVIRONMENTAL REQUIREMENTS

Contracted Services – Environmental Procedure No. 6 – Appendix C – Rev. No. 5

INTRODUCTION

National Grid is committed to conducting business in a manner that preserves the quality of the environment by continuously seeking ways to minimize the environmental impact of past, present and future operations. We are also committed to conducting our activities to meet all applicable laws and regulations, as well as company policies and the requirements of our Environmental Management System (EMS) and require the same of our vendors. Therefore, environmental performance is a consideration in the selection of contractors. National Grid's Environmental Policy should be viewed at <http://www.nationalgridus.com/>.

National Grid retains the right to require the contractor to immediately cease work activities if, in the opinion of National Grid, the contractor is not performing work in an environmentally-responsible manner or is in violation of National Grid procedures.

APPLICABILITY

This document applies to all contractors, vendors, consultants and others (hereinafter collectively referred to as 'vendors') who have a contractual relationship with National Grid.

COMPLIANCE WITH REGULATORY REQUIREMENTS

Vendors are required to comply with Federal, state and local environmental regulations and all other applicable laws, ordinances, and regulations, and project and site-specific permits. Compliance of personnel with all environmental and other applicable regulatory law and regulations is essential in protecting the environment.

SPILL PREVENTION

The Vendor shall conduct all activities in a manner that will prevent a release to the environment. Spill prevention measures, including maintaining spill control materials, may be required based on the activity being performed and the potential for spills.

Immediate notification by the Vendor to the appropriate Company representative is required for all environmental incidents resulting in a release of oil/hazardous materials or damage to public or private property. A written report describing the incident and proposing preventative measures must be provided to the Company within 24 hours of the incident.

The Vendor is responsible to make all required notifications to regulatory agencies in the required time frame and to ensure that the release is properly responded to, including cleanup and disposal of waste materials. The Vendor is responsible for hiring contractors for the cleanup of releases, as necessary. The Vendor may request assistance from the Owner in determining whether notifications are required and for guidance in response actions. If the Vendor does not respond appropriately, the Owner reserves the right to assume response actions and recover costs incurred from the Vendor.

DISPOSAL

The Vendor will work with the Owner to characterize all work-related wastes to ensure proper management and shall arrange for disposal in accordance with Federal, state and local regulations. The Vendor will work with the Owner to prevent pollution at the source, minimize waste generation and recycle/reuse materials when economically feasible (e.g., recycle oily soil via asphalt batching). There shall be no onsite disposal of wastes unless specified by the Owner elsewhere in the Agreement.

CHEMICALS

The Vendor shall provide a Material Safety Data Sheet (MSDS) for each material to be used during the work. All chemicals must be approved for use by the Safety Department and the Environmental Department.

All unused chemical (non-waste) products originally brought to the property by the Vendor shall remain the responsibility of the Vendor and shall be removed by the Vendor at the conclusion of the Vendor's onsite activities.

SCHEDULE G

**NATIONAL GRID
BACKGROUND CHECK REQUIREMENTS (Level 1)
dated 1/7/11**

Attachment B-1 – National Grid Requirements for Contractor Employee Background Check & Contractor Compliance Statement (for National Grid Level 1 Baseline Requirements Only) 7/21/2010

The entity or entities engaged or to be engaged under this contract to perform services for National Grid are alluded to in this document as "Contractor." The individuals who will perform work for National Grid under this contract, including employees, principals, sole proprietors, and contingent staff provided by the Contractor, are referred to as "Contractor Employees."

Contractor must be able to evidence to National Grid or its agent that it has verified Contractor Employees' identities and that all Contractor Employees are legally eligible to work in the country where the work is to be performed. National Grid requires that U.S. Contractors complete a Consent Based Social Security Number Verification (CBSV) on their Contractor Employees and match the results with other identification documents provided by their employees during their hiring practices. This represents a minimum background check requirement. Additional requirements may be deemed appropriate by National Grid or the Contractor or may be required by law, regulation, or other bodies having jurisdiction over the work of the Contractor. These background checks must be completed for all Contractor Employees before they begin work under the contract, whether brought on at the outset of a contract or at any other point in the contract term. If it is determined at any time that a Contractor Employee does not meet the background requirements or has falsified a document that is or was part of the background check, Contractor shall notify National Grid Security immediately. National Grid Security will determine if the Contractor Employee must be removed from the work and will notify Contractor in writing of its determination. Contractor must maintain a record of all background checks and correspondence with National Grid regarding background checks performed during the term of the contract and shall make all records and correspondence available to National Grid or its agent upon reasonable notice. National Grid or its agent may perform audits of Contractor's background check records, background check program, and all supporting documents concerning the background of any Contractor Employee performing work for National Grid. National Grid's direct costs and the cost for any contracted audit services will be at the expense of National Grid. National Grid reserves the right to revise its requirements for Contractor Employee background checks during the contract term, which the Contractor must comply with. Any such revisions will be provided in writing.

Contractor Certifies by signing below that it understands National Grid's requirements for Contractor Employee background checks as defined above for this contract and that it is in full compliance with them.

Concentric Energy Advisors 293 Boston Post West Suite 500
Company Name Company Address Marlborough, MA 01752

James M. Coyne [Signature] 1/25/12
Officer/Principal Name Signature Date

PO #: _____
(to be inserted by National Grid)

The Narragansett Electric Company
d/b/a National Grid
R.I.P.U.C. Docket No. 4323
Responses to Division's Third Set of Data Requests
Issued May 30, 2012

Division 3-14-ELEC/GAS

Request:

Please provide NEC's projections of capital spending for 2012, 2013 and 2014.

Response:

Narragansett Electric

	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014
Capital Spending	\$59,920,279	\$76,214,910	\$76,939,860
Cost of Removal	\$4,129,750	\$8,735,750	\$8,985,000
Total	\$64,050,029	\$84,950,660	\$85,924,860

Narragansett Gas

	Calendar Year 2012	Calendar Year 2013	Calendar Year 2014
Capital Spending	\$68,811,408	\$77,831,498	\$76,620,386
Cost of Removal	\$5,227,423	\$5,156,438	\$5,223,311
Total	\$74,038,831	\$82,537,936	\$81,843,697

The capital investment reflected in rate base in this proceeding for both Narragansett Electric and Narragansett Gas is based on projections used in the Company's Fiscal Year ("FY") 2012 and 2013 Infrastructure, Safety and Reliability ("ISR") filings, which are subject to a reconciliation and true-up to actual ISR spending. Specifically, the rate year in this proceeding is the 12-month period ending January 31, 2014, which is comprised of ten months of the Company's FY ending March 31, 2014. Because capital investment is subject to true-up to actual investment through the ISR mechanism, the Company used as a proxy the Commission-approved FY 2013 investment estimates in developing rate year rate base in this proceeding. The Company did not use FY 2014 projected ISR capital investment for this purpose.

Division 3-24-ELEC/GAS

Request:

Please provide the underlying RRA source documents for the authorized return on equity data used by Mr. Hevert in his risk premium statistical study.

Response:

Please refer to Attachment DIV 3-24-ELEC/GAS for the underlying RRA authorized return on equity data used by Mr. Hevert in his risk premium study.

Rate Case History

Past Rate Cases

					Increase Requested				Increase Authorized										
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M)	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap Test Year (%) End	Rate Base (\$M)	Rate Base Valuation Method	Lag (months)		
Alabama	Mobile Gas Service Corp	D-24794	Natural Gas	4/28/1995	7.9	11.22	13.90	46.99	72.40	11/27/1995	6.9	11.08	13.60	46.99 02/1995	72.60	Year-end	7		
Arkansas	Arkansas Oklahoma Gas Corp.	D-07-026-U	Natural Gas	3/8/2007	4.4	7.09	11.25	41.62	59.58	11/20/2007	3.3	NA	9.90	41.46 02/2007	58.75	Year-end	8		
Arkansas	Arkansas Oklahoma Gas Corp.	D-05-006-U	Natural Gas	2/1/2005	6.9	7.30	11.50	42.95	63.30	12/9/2005	4.4	6.61	9.70	41.04 08/2004	57.00	Year-end	10		
Arkansas	CenterPoint Energy Resources	D-06-161-U	Natural Gas	1/16/2007	35.3	6.95	10.75	33.72	513.77	10/25/2007	20.0	5.73	9.65	33.73 12/2006	519.30	Year-end	9		
Arkansas	CenterPoint Energy Resources	D-04-121-U	Natural Gas	11/24/2004	27.9	8.76	10.75	49.86	382.30	9/19/2005	-11.3	5.31	9.45	31.80 04/2004	468.80	Year-end	9		
Arkansas	CenterPoint Energy Resources	D-01-243-U	Natural Gas	11/21/2001	47.3	5.98	11.50	29.99	NA	8/9/2002	31.8	8.20	NA	NA NA	NA NA		8		
Arkansas	CenterPoint Energy Resources	D-94-175-U	Natural Gas	5/25/1994	10.0	6.60	11.85	28.40	NA	09/1994	7.0	NA	NA	NA 09/1994	NA	Year-end	9		
Arkansas	CenterPoint Energy Resources	D-93-081-U	Natural Gas	4/9/1993	12.8	7.13	12.25	33.70	282.10	2/9/1994	5.5	6.56	10.70	33.56 06/1993	280.30	Year-end	10		
Arkansas	CenterPoint Energy Resources	D-92-032-U	Natural Gas	2/18/1992	22.9	7.47	12.40	33.00	NA	12/18/1992	13.5	NA	NA	NA 12/1992	NA	Year-end	10		
Arkansas	Entergy Arkansas Inc.	D-09-084-U	Electric	9/4/2009	168.6	5.73	10.65	NA	4,017.95	5/28/2010	63.7	5.04	10.20	29.32 06/2009	3,995.61	Year-end	8		
Arkansas	Entergy Arkansas Inc.	D-06-101-U	Electric	8/15/2006	106.5	6.42	11.25	36.63	3,654.35	6/15/2007	-5.1	5.58	9.90	32.19 06/2006	3,693.20	Year-end	10		
Arkansas	Entergy Arkansas Inc.	D-96-360-U	Electric	10/24/1996	13.5	NA	12.50	NA	NA	12/12/1997	-16.9	6.99	11.00	32.11 12/1995	NA	Year-end	13		
Arkansas	Oklahoma Gas and Electric Co.	D-10-067-U	Electric	9/28/2010	17.7	6.61	11.25	38.93	443.88	6/17/2011	8.8	5.93	9.95	34.90 12/2009	428.86	Year-end	8		
Arkansas	Oklahoma Gas and Electric Co.	D-08-103-U	Electric	8/29/2008	26.4	7.38	12.25	41.96	386.53	5/20/2009	13.3	6.43	10.25	36.04 12/2007	358.66	Year-end	8		
Arkansas	Oklahoma Gas and Electric Co.	D-06-070-U	Electric	7/28/2006	13.5	6.29	11.75	36.85	305.60	1/5/2007	5.4	5.36	10.00	32.33 12/2005	293.60	Year-end	5		
Arkansas	SourceGas Arkansas Inc	D-06-124-U	Natural Gas	9/25/2006	9.6	7.08	10.54	36.90	NA	7/13/2007	5.8	6.06	9.50	34.29 10/2006	189.16	Year-end	9		
Arkansas	SourceGas Arkansas Inc	D-04-176-U	Natural Gas	12/29/2004	7.6	6.81	11.00	32.99	161.00	11/2/2005	4.6	5.93	9.70	33.03 01/2005	161.90	Year-end	10		
Arkansas	SourceGas Arkansas Inc	D-02-227-U	Natural Gas	11/8/2002	10.2	8.26	12.90	38.66	154.50	9/17/2003	4.1	6.74	9.90	35.20 06/2002	146.60	Year-end	10		
Arkansas	SourceGas Arkansas Inc	D-96-030-U	Natural Gas	1/30/1996	7.3	8.26	11.40	43.82	NA	11/27/1996	5.1	8.16	11.30	41.29 08/1995	NA	Year-end	10		
Arkansas	Southwestern Electric Power Co	D-09-008-U	Electric	2/19/2009	25.3	7.00	11.50	35.68	608.97	11/24/2009	17.8	6.01	10.25	33.99 12/2008	612.28	Year-end	9		
Arkansas	Southwestern Electric Power Co	D-98-339-U	Electric	5/24/1999	-7.8	6.72	10.50	33.70	NA	9/23/1999	-5.4	6.82	10.75	34.20 06/1998	NA	Year-end	4		
Arizona	Arizona Public Service Co.	D-E-01345A-08-0172	Electric	3/24/2008	448.2	8.86	11.50	53.80	5,359.96	12/16/2009	344.7	8.58	11.00	53.79 12/2007	5,582.14	Year-end	21		
Arizona	Arizona Public Service Co.	D-E-01345A-05-0816	Electric	11/4/2005	434.6	8.73	11.50	54.50	4,456.94	6/28/2007	321.7	8.32	10.75	54.50 09/2005	4,403.50	Year-end	20		
Arizona	Arizona Public Service Co.	D-U-1345A-03-0437	Electric	6/27/2003	175.1	8.67	11.50	50.00	4,200.00	4/7/2005	75.5	7.80	10.25	45.00 12/2002	3,800.00	Year-end	21		
Arizona	Arizona Public Service Co.	D-U-1345-95-491	Electric	12/5/1995	-48.3	NA	11.25	NA	NA	4/24/1996	-48.5	9.67	11.25	38.50 06/1995	NA	Year-end	4		
Arizona	Arizona Public Service Co.	D-U-1345-94-120	Electric	4/20/1994	-38.3	NA	NA	NA	NA	5/27/1994	-38.3	NA	NA	NA NA	NA NA		1		
Arizona	Southwest Gas Corp.	D-G-01551A-10-0458	Natural Gas	11/12/2010	73.2	9.73	11.00	52.30	1,073.70	12/13/2011	52.6	8.95	9.50	52.30 06/2010	1,070.12	Year-end	13		
Arizona	Southwest Gas Corp.	D-G-01551A-07-0504	Natural Gas	8/31/2007	46.4	9.45	11.25	45.00	1,069.74	12/24/2008	33.5	8.86	10.00	43.44 04/2007	1,066.11	Year-end	16		
Arizona	Southwest Gas Corp.	D-G-01551A-04-0876	Natural Gas	12/9/2004	66.9	9.24	11.42	42.00	943.10	2/15/2006	49.3	8.40	9.50	40.00 08/2004	922.70	Year-end	14		
Arizona	Southwest Gas Corp.	D-G-01551A-00-0309	Natural Gas	5/5/2000	37.1	10.09	12.80	42.00	691.90	10/24/2001	21.6	9.19	11.00	40.00 12/1999	688.20	Year-end	17		
Arizona	Southwest Gas Corp.	D-U-1551-96-596	Natural Gas	11/7/1996	49.3	9.88	12.50	40.00	NA	8/27/1997	32.0	7.05	NA	NA NA	NA NA		9		
Arizona	Southwest Gas Corp.	D-U-1551-93-272	Natural Gas	10/4/1993	8.8	9.42	11.75	40.00	NA	7/6/1994	4.3	NA	NA	NA NA	NA NA		9		
Arizona	Southwest Gas Corp.	D-U-1551-90-322	Natural Gas	11/7/1990	21.1	12.05	13.75	45.00	148.80	2/27/1992	8.3	10.31	11.75	40.00 08/1990	131.90	Year-end	17		
Arizona	Southwest Gas Corp.	D-U-1551-92-253	Natural Gas	7/21/1990	15.9	10.68	12.75	45.00	273.50	8/12/1993	6.5	9.13	10.75	40.00 03/1992	267.30	Year-end	35		
Arizona	Tucson Electric Power Co.	D-E-01933A-07-0402	Electric	7/22/2007	158.2	8.35	10.75	45.00	982.73	12/1/2008	136.8	8.03	10.25	42.50 12/2006	1,020.21	Year-end	17		
Arizona	Tucson Electric Power Co.	D-U-1933-95-317	Electric	6/13/1995	28.4	8.20	11.50	40.00	NA	3/29/1996	6.4	NA	10.67	NA 12/1994	NA	Year-end	9		
Arizona	Tucson Electric Power Co.	D-U-1933-93-006	Electric	1/5/1993	49.0	9.17	12.50	44.07	1,121.20	11/13/1994	21.6	8.51	11.00	44.07 06/1992	1,017.70	Year-end	12		
Arizona	UNS Electric Inc.	D-E-04204A-09-0206	Electric	4/30/2009	13.5	9.04	11.40	45.76	175.82	9/30/2010	7.4	8.28	9.75	45.76 12/2008	168.57	Year-end	17		
Arizona	UNS Electric Inc.	D-E-04204A-06-0783	Electric	12/14/2006	8.5	9.89	11.80	48.85	141.04	5/27/2008	4.0	9.02	10.00	48.85 06/2006	130.74	Year-end	17		
Arizona	UNS Electric Inc.	D-E-1032-95-433	Electric	9/13/1995	3.1	10.35	12.50	59.20	NA	1/3/1997	0.5	8.88	10.70	51.00 03/1995	NA	Year-end	15		
Arizona	UNS Electric Inc.	D-E-1032-92-073	Electric	3/12/1992	7.8	10.24	12.00	61.30	75.10	7/23/1993	2.6	9.20	10.46	60.60 09/1991	70.40	Year-end	16		
Arizona	UNS Gas Inc.	D-G-04204A-08-0571	Natural Gas	11/7/2008	9.5	8.75	11.00	49.99	184.38	4/1/2010	3.5	8.00	9.50	49.90 06/2008	180.05	Year-end	17		
Arizona	UNS Gas Inc.	D-G-04204A-06-0463	Natural Gas	7/13/2006	9.5	8.80	11.00	50.00	162.36	11/27/2007	5.3	8.30	10.00	50.00 12/2005	154.60	Year-end	16		
Arizona	UNS Gas Inc.	D-G-01032A-02-0598	Natural Gas	8/6/2002	17.0	8.85	11.00	50.00	NA	7/1/2003	15.2	NA	11.00	NA 12/2001	NA	Year-end	10		
Arizona	UNS Gas Inc.	D-G-1032-95-473	Natural Gas	10/18/1995	6.7	10.37	12.50	NA	NA	10/29/1996	2.7	NA	NA	NA 06/1995	NA	Year-end	12		
Arizona	UNS Gas Inc.	D-G-1032-93-111	Natural Gas	5/3/1993	6.6	10.25	12.00	60.00	37.90	6/16/1994	2.5	9.23	10.50	61.57 12/1992	30.60	Year-end	13		
California	Pacific Gas and Electric Co.	AP-09-12-020 (elec)	Electric	12/21/2009	856.0	8.79	11.35	52.00	14,783.00	5/13/2011	403.0	8.79	11.35	52.00 12/2011	14,174.95	Average	16		
California	Pacific Gas and Electric Co.	AP-09-12-020 (gas)	Natural Gas	12/21/2009	208.7	8.79	11.35	52.00	2,458.55	5/13/2011	47.4	8.79	11.35	52.00 12/2011	2,448.52	Average	16		
California	Pacific Gas and Electric Co.	AP-0512002 De-0703044(elec)	Electric	12/2/2005	359.1	8.79	11.35	52.00	10,548.60	3/21/2007	192.2	8.79	11.35	52.00 12/2007	10,354.30	Average	15		
California	Pacific Gas and Electric Co.	AP-0512002 De-0703044(gas)	Natural Gas	12/2/2005	35.5	8.79	11.35	52.00	2,197.40	3/21/2007	20.5	8.79	11.35	52.00 12/2007	2,195.80	Average	15		
California	Pacific Gas and Electric Co.	AP-02111017 De-0405055 (elec)	Electric	11/8/2002	602.0	9.24	11.22	48.00	9,410.00	6/2/2004	274.0	9.24	11.22	48.00 12/2003	9,321.00	Average	19		
California	Pacific Gas and Electric Co.	AP-02111017 De-0405055 (gas)	Natural Gas	11/8/2002	107.0	9.24	11.22	48.00	2,134.00	6/2/2004	52.0	9.24	11.22	48.00 12/2003	2,078.00	Average	19		
California	Pacific Gas and Electric Co.	AP-9712020 De-0002046 (elec.)	Electric	12/12/1997	445.0	9.17	11.20	48.00	7,045.40	2/17/2000	163.0	8.75	10.60	48.00 12/1999	6,939.40	Average	26		
California	Pacific Gas and Electric Co.	AP-9712020 De-0002046 (gas)	Natural Gas	12/12/1997	377.0	9.17	11.20	48.00	2,179.70	2/17/2000									

Rate Case History

Past Rate Cases

					Increase Requested					Increase Authorized										
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M) Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap Test Year	Rate Base Valuation (\$M) Method	Lag (months)					
California	Sierra Pacific Power Co.	AP-08-08-004	Electric	8/1/2008	8.9	8.81	11.40	43.71	146.52 11/3/2009	5.5	8.51	10.70	43.71 12/2009	141.46 Average	15					
California	Southern California Edison Co.	Ap-07-11-011	Electric	11/19/2007	738.7	8.75	11.50	48.00	13,242.00 3/12/2009	308.1	8.75	11.50	48.00 12/2009	12,766.52 Average	15					
California	Southern California Edison Co.	Ap-04-12-014	Electric	12/21/2004	324.9	9.07	11.40	48.00	9,301.90 5/17/2006	133.9	8.77	11.60	48.00 12/2006	9,112.90 Average	17					
California	Southern California Edison Co.	AP-0205004 De-0407022	Electric	5/3/2002	251.0	9.39	11.60	48.00	7,836.00 7/16/2004	73.0	9.39	11.60	48.00 12/2003	7,756.00 Average	26					
California	Southern California Edison Co.	AP-9312025 De-9601011	Electric	12/23/1993	117.3	9.17	11.00	47.25	NA 1/10/1996	-76.0	NA	NA	NA 12/1995	NA NA	24					
California	Southern California Gas Co.	AP-06-12-010	Natural Gas	12/8/2006	139.3	8.68	10.82	48.00	2,887.09 7/31/2008	59.0	8.68	10.82	48.00 12/2008	2,800.85 Average	20					
California	Southern California Gas Co.	AP-0212027 De-0412015	Natural Gas	12/20/2002	130.0	NA	NA	NA	NA 12/8/2004	-33.0	NA	NA	NA 12/2004	NA NA	23					
California	Southern California Gas Co.	AP-9211017 De-9312043	Natural Gas	11/16/1992	-7.0	9.99	11.90	46.50	NA 12/22/1993	-132.0	9.22	11.00	46.80 12/1994	2,915.70 Average	13					
California	Southwest Gas Corp.	A-07-12-022 (SoCalDiv)	Natural Gas	12/21/2007	7.1	8.49	11.50	47.00	155.25 11/21/2008	2.4	7.87	10.50	47.00 12/2009	143.85 Average	11					
California	Southwest Gas Corp.	A-07-12-022 (NoCalDiv)	Natural Gas	12/21/2007	-0.1	9.50	11.50	47.00	54.50 11/21/2008	-1.0	8.99	10.50	47.00 12/2009	52.28 Average	11					
California	Southwest Gas Corp.	A-07-12-022 (LkTah)	Natural Gas	12/21/2007	2.1	9.50	11.50	47.00	12.42 11/21/2008	1.8	8.99	10.50	47.00 12/2009	11.81 Average	11					
California	Southwest Gas Corp.	AP-02-02-012 (So.Div)	Natural Gas	2/13/2002	5.7	9.57	11.60	45.00	109.80 3/16/2004	3.6	9.17	10.90	42.00 12/2003	102.70 Average	25					
California	Southwest Gas Corp.	AP-02-02-012 (No.Div)	Natural Gas	2/13/2002	4.4	9.57	11.60	45.00	49.10 3/16/2004	3.8	9.17	10.90	42.00 12/2003	45.70 Average	25					
Colorado	Black Hills Colorado Electric	D-11AL-387E	Electric	4/28/2011	17.5	9.28	11.00	52.00	407.54 12/22/2011	10.5	8.53	9.90	49.10 12/2010	405.75 Average	7					
Colorado	Black Hills Colorado Electric	D-10AL-008E	Electric	1/5/2010	23.0	10.00	11.80	52.00	136.00 8/4/2010	17.9	9.32	10.50	52.00 07/2009	NA NA	7					
Colorado	Black Hills Colorado Electric	D-04S-035E	Electric	12/29/2003	11.4	9.07	10.75	47.50	129.60 8/25/2004	8.2	8.76	10.25	47.50 08/2003	122.50 Average	8					
Colorado	Black Hills Colorado Electric	D-02S-594E	Electric	10/15/2002	23.4	10.19	13.25	47.50	122.10 6/25/2003	16.0	9.07	10.75	47.50 06/2002	110.00 Average	8					
Colorado	Public Service Co. of CO	D-10AL-963G	Natural Gas	12/17/2010	20.3	8.68	10.80	57.10	1,063.32 9/1/2011	12.8	8.24	10.10	56.00 12/2010	NA Average	8					
Colorado	Public Service Co. of CO	D-09AL-299E	Electric	5/1/2009	285.5	9.14	11.25	58.05	4,440.53 12/3/2009	237.3	8.72	10.50	58.56 12/2008	NA Average	7					
Colorado	Public Service Co. of CO	D-08S-520E	Electric	11/14/2008	159.3	9.01	11.00	58.08	4,122.19 5/27/2009	112.2	NA	NA	NA NA	NA NA	6					
Colorado	Public Service Co. of CO	D-06S-656G	Natural Gas	12/1/2006	39.2	9.01	10.75	60.17	1,111.83 7/3/2007	32.3	8.67	10.25	60.17 06/2006	1,111.84 Average	7					
Colorado	Public Service Co. of CO	D-06S-234EG	Electric	4/14/2006	171.7	9.15	11.00	59.93	3,376.00 12/1/2006	107.0	8.85	10.50	60.00 NA	NA NA	7					
Colorado	Public Service Co. of CO	D-05S-264G	Natural Gas	5/27/2005	34.5	9.01	11.00	55.49	1,030.40 2/3/2006	22.5	8.70	10.50	55.49 12/2004	1,004.20 Average	8					
Colorado	Public Service Co. of CO	D-02S-315E	Electric	5/31/2002	14.5	9.71	12.00	51.28	2,830.00 6/26/2003	-21.1	9.08	10.75	51.40 12/2001	2,770.50 Average	13					
Colorado	Public Service Co. of CO	D-02S-315G	Natural Gas	5/31/2002	-6.0	9.84	12.25	51.28	868.00 6/26/2003	-17.8	9.20	11.00	51.40 12/2001	850.60 Average	13					
Colorado	Public Service Co. of CO	D-00S-422G	Natural Gas	7/17/2000	37.8	9.96	12.50	50.40	843.00 3/15/2001	14.2	9.33	11.25	50.40 12/1999	827.10 Year-end	8					
Colorado	Public Service Co. of CO	D-98S-518G	Natural Gas	11/2/1998	23.4	9.82	12.00	52.36	732.20 6/8/1999	14.8	9.43	11.25	52.36 06/1998	730.00 Year-end	7					
Colorado	Public Service Co. of CO	D-96S-290G	Natural Gas	6/5/1996	34.0	10.13	12.50	52.79	609.00 1/31/1997	18.6	9.48	11.25	52.79 12/1995	605.90 Year-end	8					
Colorado	Public Service Co. of CO	D-95A-531EG	Electric	11/9/1995	0.0	NA	NA	NA	NA 11/29/1996	-18.0	NA	NA	NA 06/1995	NA Year-end	12					
Colorado	Public Service Co. of CO	D-93S-001E	Electric	1/20/1993	47.4	10.50	13.00	49.30	1,726.40 11/26/1993	-13.1	9.40	11.00	44.62 09/1992	1,730.40 Year-end	10					
Colorado	Public Service Co. of CO	D-93S-001G	Natural Gas	1/20/1993	33.7	10.50	13.00	49.30	434.00 11/26/1993	7.1	9.40	11.00	44.62 09/1992	420.20 Year-end	10					
Colorado	Public Service Co. of CO	D-99A-377EG	Electric	NA	NA	NA	NA	NA	NA 2/16/2000	-11.0	NA	NA	NA NA	NA NA						
Colorado	SourceGas Distribution LLC	D-10AL-455G	Natural Gas	6/24/2010	6.0	9.03	12.00	50.48	127.10 12/1/2010	2.8	8.02	10.00	50.48 12/2009	127.10 Average	5					
Colorado	SourceGas Distribution LLC	D-08S-108G	Natural Gas	3/4/2008	17.7	8.53	10.75	53.13	120.29 8/27/2008	14.9	8.26	10.25	53.13 08/2007	114.17 Average	5					
Connecticut	Connecticut Light & Power Co.	D-09-12-05	Electric	18/8/2010	177.6	8.23	10.50	49.20	2,778.61 6/30/2010	101.9	7.68	9.40	49.20 06/2009	2,790.25 Date Certain	5					
Connecticut	Connecticut Light & Power Co.	D-07-07-01	Electric	7/30/2007	210.7	8.47	11.00	49.50	2,463.70 1/28/2008	98.0	7.72	9.40	48.99 12/2006	2,438.37 Year-end	6					
Connecticut	Connecticut Light & Power Co.	D-03-07-02	Electric	8/1/2003	251.2	8.76	10.75	49.84	NA 12/17/2003	70.5	8.19	9.85	47.22 12/2002	NA Year-end	4					
Connecticut	Connecticut Light & Power Co.	D-98-01-02	Electric	6/1/1998	-51.9	8.53	11.40	34.39	3,040.80 2/5/1999	-231.9	8.12	10.30	34.93 12/1997	2,876.80 Average	8					
Connecticut	Connecticut Light & Power Co.	D-92-11-11	Electric	12/11/1992	369.0	9.94	12.90	46.10	3,626.10 6/16/1993	141.3	8.84	11.50	40.10 12/1991	3,575.50 Average	6					
Connecticut	CT Natural Gas Corp.	D-08-12-06	Natural Gas	1/16/2009	7.4	10.09	12.20	58.00	355.00 6/30/2009	-15.8	7.92	9.31	52.52 06/2008	336.40 Date Certain	5					
Connecticut	CT Natural Gas Corp.	D-06-03-04PH01	Natural Gas	9/29/2006	29.8	9.08	11.00	53.60	367.30 3/14/2007	14.4	8.60	10.10	53.60 03/2006	343.80 Date Certain	5					
Connecticut	CT Natural Gas Corp.	D-99-09-03	Natural Gas	11/9/1999	16.5	10.10	12.40	50.35	277.60 5/25/2000	-0.1	9.30	10.80	50.35 06/1999	275.30 Year-end	6					
Connecticut	CT Natural Gas Corp.	D-95-02-07	Natural Gas	4/10/1995	28.4	10.35	12.20	49.52	274.30 10/13/1995	8.9	9.58	10.76	51.16 09/1994	265.00 Year-end	6					
Connecticut	CT Natural Gas Corp.	D-93-02-04	Natural Gas	6/17/1993	24.8	10.77	12.80	50.44	256.20 12/16/1993	7.6	9.65	11.20	50.35 03/1993	254.10 Year-end	6					
Connecticut	Southern Connecticut Gas Co.	D-08-12-07	Natural Gas	1/20/2009	34.2	10.08	12.20	57.61	484.53 7/17/2009	-12.5	8.05	9.26	52.00 06/2008	436.80 Date Certain	5					
Connecticut	Southern Connecticut Gas Co.	D-05-03-17PH01	Natural Gas	4/29/2005	39.2	9.81	11.77	51.28	394.20 12/28/2005	26.7	8.85	10.00	51.28 12/2004	396.70 Date Certain	8					
Connecticut	Southern Connecticut Gas Co.	D-99-04-18	Natural Gas	7/15/1999	21.4	11.11	12.50	56.27	302.50 1/28/2000	0.5	9.97	10.71	53.95 12/1998	281.80 Year-end	6					
Connecticut	Southern Connecticut Gas Co.	D-93-03-09	Natural Gas	4/23/1993	27.9	11.01	12.63	48.00	NA 12/1/1993	13.4	NA	11.45	NA 12/1992	NA Year-end	7					
Connecticut	United Illuminating Co.	D-08-07-04	Electric	8/8/2008	52.4	8.75	10.75	50.00	511.30 2/4/2009	6.1	7.59	8.75	50.00 12/2007	498.70 Average	6					
Connecticut	United Illuminating Co.	D-05-06-04	Electric	7/18/2005	39.8	8.07	11.60	52.00	401.60 1/27/2006	14.3	6.88	9.75	48.00 12/2004	402.80 Average	6					
Connecticut	United Illuminating Co.	D-01-10-10	Electric	11/15/2001	NA	8.97	11.50	50.00	784.90 9/26/2002	-30.9	8.41	10.45	47.00 12/2000	757.70 Average	10					
Connecticut	United Illuminating Co.	D-96-03-29	Electric	3/27/1996	NA	NA	NA	NA	NA 12/31/1996	-19.5	8.87	11.50	33.96 12/1995	NA Year-end	9					
Connecticut	United Illuminating Co.	D-92-06-05	Electric	7/6/1992	78.3	10.75	12.90	30.09	NA 12/16/1992	33.1	10.60	12.40	30.05 12/1991	NA Year-end	5					
Connecticut	Yankee Gas Services Co.	D-10-12-02	Natural Gas	1/7/2011	39.4	8.14	10.10	52.20	784.32 6/29/2011	6.2	7.48	8.83	52.20 06/2010	753.64 Date Certain	5					
Connecticut	Yankee Gas Services Co.	D-06-12-02PH01	Natural Gas	12/29/2006	44.2	8.22	10.50	50.18	626.70 6/29/2007	22.1	8.03	10.10	50.30 06/2006	568.80 Average	6					
Connecticut	Yankee Gas Services Co.	D-04-06-01	Natural Gas	7/2/2004	26.5	8.48	10.75	47.90	417.60 12/8/2004	14.0	7.99	9.90								

Rate Case History

Past Rate Cases

					Increase Requested				Increase Authorized										
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M)	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap Test Year	Rate Base (\$M)	Rate Base Valuation Method	Lag (months)		
District of Columbia	Washington Gas Light Co.	FC-922	Natural Gas	12/18/1992	23.2	10.21	12.15	54.00	200.80	10/8/1993	4.7	9.86	11.50	54.00 09/1992	181.00	Average	9		
Delaware	Chesapeake Utilities Corp.	D-07-186	Natural Gas	7/6/2007	1.9	9.68	11.50	61.81	49.42	9/2/2008	0.3	8.91	10.25	61.81 03/2007	NA	NA	14		
Delaware	Delmarva Power & Light Co.	D-10-237	Natural Gas	7/2/2010	10.2	8.07	11.00	48.28	238.70	6/21/2011	5.8	7.56	10.00	NA 06/2010	NA	NA	11		
Delaware	Delmarva Power & Light Co.	D-09-414	Electric	9/18/2009	24.2	7.97	10.75	47.52	461.30	1/18/2011	16.4	7.61	10.00	47.52 03/2009	443.26	Average	16		
Delaware	Delmarva Power & Light Co.	D-06-284	Natural Gas	8/31/2006	14.9	8.08	11.00	46.90	237.70	3/20/2007	9.0	7.73	10.25	46.90 03/2006	NA	NA	6		
Delaware	Delmarva Power & Light Co.	D-05-304	Electric	8/31/2005	2.1	7.64	11.00	47.72	430.90	6/6/2006	-11.1	7.17	10.00	47.72 03/2005	414.70	Average	9		
Delaware	Delmarva Power & Light Co.	D-03-127	Natural Gas	3/31/2003	16.7	8.72	12.50	45.87	216.00	12/9/2003	7.8	7.81	10.50	45.87 09/2002	NA	NA	8		
Delaware	Delmarva Power & Light Co.	D-94-122	Natural Gas	5/6/1994	4.2	9.31	11.80	46.20	138.50	10/18/1994	3.1	9.17	11.50	46.20 12/1993	135.60	Average	5		
Delaware	Delmarva Power & Light Co.	D-92-85	Electric	10/30/1992	36.6	9.73	12.00	46.00	NA	10/5/1993	24.9	NA	NA	NA 12/1992	NA	Average	11		
Delaware	Delmarva Power & Light Co.	D-91-24	Natural Gas	7/2/1991	4.2	9.95	12.50	42.86	101.40	11/23/1993	4.1	9.95	12.50	42.86 09/1991	101.10	Average	29		
Delaware	Delmarva Power & Light Co.	D-91-20	Electric	5/31/1991	24.6	10.19	13.00	42.86	808.30	2/25/1992	18.5	9.95	12.50	42.86 09/1991	801.80	Average	9		
Florida	Florida Power & Light Co.	D-080677-EI	Electric	3/18/2009	1,043.5	8.00	12.50	47.93	17,063.59	3/17/2010	75.5	6.65	10.00	47.00 12/2010	16,787.43	Average	12		
Florida	Florida Power Corp.	D-120022-EI	Electric	1/20/2012	150.0	NA	NA	NA	NA	2/22/2012	150.0	NA	NA	NA NA	NA	NA	1		
Florida	Florida Power Corp.	D-090079-EI	Electric	3/20/2009	500.0	9.21	12.54	50.52	6,238.62	3/5/2010	126.2	7.88	10.50	46.74 12/2010	6,302.28	Average	11		
Florida	Florida Power Corp.	D-910890-EI	Electric	1/31/1992	147.5	9.30	13.60	37.74	3,198.80	9/22/1992	85.8	8.37	12.00	37.62 12/1993	3,179.40	Average	7		
Florida	Florida Public Utilities Co.	D-080366-GU	Natural Gas	12/17/2008	9.9	8.74	11.75	42.41	73.75	5/27/2009	8.5	8.17	10.85	42.17 12/2009	73.26	Average	5		
Florida	Florida Public Utilities Co.	D-070304-EI	Electric	8/30/2007	5.3	8.07	11.50	39.74	43.02	5/19/2008	3.9	7.64	11.00	38.99 12/2008	40.21	Average	8		
Florida	Gulf Power Co.	D-110138-EI	Electric	7/8/2011	101.6	7.05	11.70	38.50	1,734.75	2/27/2012	68.1	6.39	10.25	38.50 12/2012	1,703.76	Average	7		
Florida	Gulf Power Co.	D-010949-EI	Electric	9/10/2001	69.9	8.64	13.00	41.04	1,198.50	6/10/2002	53.2	7.92	12.00	41.02 05/2003	1,199.70	Average	9		
Florida	Peoples Gas System	D-080318-GU	Natural Gas	8/11/2008	26.5	8.88	11.50	48.54	563.60	5/5/2009	19.2	8.50	10.75	48.51 12/2009	560.80	Average	8		
Florida	Peoples Gas System	D-020384-GU	Natural Gas	6/27/2002	22.6	9.29	11.75	52.30	522.40	1/6/2003	12.1	8.83	11.25	50.92 12/2003	505.40	Average	6		
Florida	Pivotal Utility Holdings Inc.	D-030569-GU	Natural Gas	8/15/2003	10.5	8.10	11.25	43.22	123.40	2/9/2004	6.7	7.36	11.25	36.77 09/2004	119.90	Average	5		
Florida	Pivotal Utility Holdings Inc.	D-000768-GU	Natural Gas	8/25/2000	7.2	7.88	11.70	36.93	114.00	2/5/2001	5.1	7.88	11.50	37.39 09/2001	120.90	Average	5		
Florida	Pivotal Utility Holdings Inc.	D-960502-GU	Natural Gas	6/18/1996	5.3	8.25	11.90	35.60	94.40	10/29/1996	3.8	7.87	11.30	35.04 09/1997	92.09	Average	4		
Florida	Pivotal Utility Holdings Inc.	D-940276-GU	Natural Gas	5/20/1994	8.6	7.94	12.25	38.99	106.21	11/29/1994	1.6	7.26	11.30	29.33 09/1995	82.64	Average	6		
Florida	Tampa Electric Co.	D-080317-EI	Electric	8/11/2008	228.2	8.82	12.00	50.21	3,656.80	4/30/2009	139.3	8.29	11.25	47.49 12/2009	3,569.00	Average	8		
Florida	Tampa Electric Co.	D-920324-EI	Electric	5/22/1992	89.8	9.38	13.75	44.14	2,039.00	12/17/1992	29.6	8.34	12.00	43.08 12/1994	1,850.90	Average	6		
Georgia	Atlanta Gas Light Co.	D-31647	Natural Gas	5/3/2010	48.2	8.23	11.00	51.00	1,311.13	1/13/2010	26.8	8.10	10.75	51.00 05/2011	1,312.82	Average	6		
Georgia	Atlanta Gas Light Co.	D-18638-U	Natural Gas	5/25/2004	25.6	8.95	11.20	48.00	1,210.80	6/10/2005	0.0	8.53	10.90	NA 11/2005	1,187.70	Average	12		
Georgia	Atlanta Gas Light Co.	D-14311-U	Natural Gas	8/24/2001	50.3	9.69	12.00	48.88	NA	4/29/2002	-10.0	9.16	11.00	47.00 04/2003	NA	NA	8		
Georgia	Atlanta Gas Light Co.	D-8390-U	Natural Gas	11/26/1997	17.1	9.88	12.25	47.58	1,143.70	6/30/1998	-7.4	9.11	11.00	43.88 05/1999	1,135.50	Average	7		
Georgia	Atlanta Gas Light Co.	D-4451-U	Natural Gas	3/31/1993	47.0	10.15	12.75	43.82	NA	9/29/1993	11.2	9.32	11.00	42.97 09/1994	1,102.00	Average	6		
Georgia	Atlanta Gas Light Co.	D-4177-U	Natural Gas	3/31/1992	44.0	10.89	13.60	45.54	1,014.70	9/30/1992	13.0	9.93	11.60	44.20 09/1993	1,005.80	Average	6		
Georgia	Almos Energy Corp.	D-30442	Natural Gas	10/1/2009	3.9	8.99	11.00	51.20	61.52	3/31/2010	2.9	8.61	10.70	47.70 10/2010	60.21	Average	6		
Georgia	Almos Energy Corp.	D-27163-U	Natural Gas	3/20/2008	6.2	8.30	11.30	45.00	67.96	9/19/2008	3.4	7.75	10.70	45.00 03/2009	66.90	Average	6		
Georgia	Almos Energy Corp.	D-20298-U	Natural Gas	5/20/2005	4.2	8.84	12.00	50.00	76.13	12/20/2005	0.4	7.57	10.13	45.00 06/2006	62.38	Average	7		
Georgia	Georgia Power Co.	D-32539 (2012 Update)	Electric	11/1/2011	35.6	NA	NA	NA	NA	12/28/2011	35.6	NA	NA	NA 12/2012	NA	NA	1		
Georgia	Georgia Power Co.	D-32539	Electric	9/3/2010	218.0	NA	NA	NA	NA	12/30/2010	223.0	NA	NA	NA 12/2011	NA	NA	3		
Georgia	Georgia Power Co.	D-31958	Electric	7/1/2010	615.0	8.76	11.95	50.40	14,568.00	12/29/2010	562.3	NA	11.15	NA NA	NA	NA	6		
Georgia	Georgia Power Co.	D-25060-U	Electric	6/29/2007	406.7	9.40	12.50	52.75	11,401.50	12/31/2007	99.7	NA	11.25	NA 07/2008	NA	NA	6		
Georgia	Georgia Power Co.	D-18300-U	Electric	7/1/2004	262.0	9.02	12.50	50.00	9,180.00	12/21/2004	194.1	NA	11.25	NA 07/2005	NA	NA	5		
Georgia	Georgia Power Co.	D-14000-U	Electric	6/29/2001	103.0	10.01	13.25	51.67	8,287.27	12/20/2001	-117.7	9.71	12.50	51.67 12/2002	NA	NA	5		
Georgia	Georgia Power Co.	D-9355-U	Electric	6/4/1998	-50.0	NA	NA	NA	NA	12/18/1998	-286.0	NA	NA	NA NA	NA	NA	6		
Georgia	Savannah Electric & Power Co.	D-19758-U	Electric	11/30/2004	22.2	9.25	12.50	46.67	495.40	5/25/2005	9.6	NA	10.75	NA NA	NA	NA	5		
Hawaii	Hawaii Electric Light Co	D-2005-0315	Electric	5/5/2006	29.9	8.65	11.25	50.83	369.14	10/28/2010	24.6	8.33	10.70	51.19 12/2006	357.24	Average	54		
Hawaii	Hawaii Electric Light Co	D-99-0207	Electric	10/25/1999	15.5	10.01	13.25	49.69	263.70	2/8/2001	8.4	9.14	11.50	49.69 12/2000	249.60	Average	15		
Hawaii	Hawaii Electric Light Co	D-94-0140	Electric	3/15/1995	8.9	9.76	12.50	49.30	223.40	4/2/1997	6.8	9.34	11.65	49.30 12/1996	223.40	Average	24		
Hawaii	Hawaii Electric Light Co	D-7764	Electric	11/30/1993	16.4	10.11	13.10	48.10	190.10	2/10/1995	15.5	9.87	12.60	48.10 12/1994	189.60	Average	14		
Hawaii	Hawaii Electric Light Co	D-6999	Electric	7/31/1991	7.1	10.53	13.25	48.86	154.90	10/2/1992	3.9	10.40	13.00	48.86 12/1992	152.00	Average	14		
Hawaii	Hawaiian Electric Co.	D-2008-0083	Electric	7/3/2008	89.8	8.87	11.25	55.81	1,252.80	2/25/2011	66.4	8.16	10.00	55.81 12/2009	1,250.49	Average	32		
Hawaii	Hawaiian Electric Co.	D-2006-0386	Electric	12/22/2006	99.6	8.92	11.25	55.10	1,214.00	9/14/2010	77.5	8.62	10.70	55.10 12/2007	1,158.32	Average	45		
Hawaii	Hawaiian Electric Co.	D-04-0113	Electric	11/12/2004	54.0	8.66	10.70	54.50	NA	5/1/2008	44.9	8.66	10.70	55.79 12/2005	1,060.40	Average	42		
Hawaii	Hawaiian Electric Co.	D-7766	Electric	12/27/1993	28.2	10.11	13.25	48.81	800.80	12/11/1995	9.1	9.16	11.40	48.81 12/1995	800.20	Average	23		
Hawaii	Hawaiian Electric Co.	D-7700	Electric	7/26/1993	53.8	9.67	12.75	48.44	691.30	12/28/1994	40.5	9.38	12.15	48.44 12/1994	689.90	Average	17		
Hawaii	Hawaiian Electric Co.	D-6998	Electric	7/29/1991	137.9	10.30	13.50	47.22	626.80	6/30/1992	124.3	10.06	13.00	47.					

Rate Case History

Past Rate Cases

					Increase Requested					Increase Authorized											
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M) Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap Test Year	Rate Base Valuation (\$M) Method	Rate Base Valuation (\$M) Method	Lag (months)					
Iowa	Interstate Power & Light Co.	D-RPU-05-1	Natural Gas	4/15/2005	19.1	9.30	11.50	51.42	214.90 10/14/2005	14.0	8.68	10.40	49.35 12/2004	211.90 Average		6					
Iowa	Interstate Power & Light Co.	D-RPU-04-1	Electric	3/15/2004	149.2	9.30	11.55	50.24	1,998.20 12/14/2004	106.7	8.83	10.97	47.89 12/2003	1,974.90 Average		9					
Iowa	Interstate Power & Light Co.	D-RPU-02-7	Natural Gas	7/15/2002	18.6	9.84	12.10	52.11	178.00 5/15/2003	13.3	9.03	11.05	47.84 12/2001	172.30 Average		10					
Iowa	Interstate Power & Light Co.	D-RPU-02-3	Electric	3/29/2002	75.5	9.92	12.25	52.11	1,436.80 4/15/2003	25.8	9.08	11.15	47.20 12/2001	1,394.20 Average		12					
Iowa	Interstate Power & Light Co.	D-RPU-95-1	Electric	3/31/1995	13.1	9.76	13.25	45.42	NA 12/4/1995	6.6	9.36	11.35	45.39 12/1994	NA Average		8					
Iowa	Interstate Power & Light Co.	D-RPU-94-2	Electric	7/8/1994	26.0	11.07	13.90	51.91	NA 5/12/1995	-16.9	9.83	11.63	49.12 12/1993	NA Average		10					
Iowa	Interstate Power & Light Co.	D-RPU-93-6	Electric	8/4/1993	11.4	9.80	12.35	43.55	286.80 6/3/1994	7.4	9.11	11.00	44.30 12/1992	285.90 Average		10					
Iowa	Interstate Power & Light Co.	D-RPU-92-11	Natural Gas	11/9/1992	4.1	9.82	12.40	44.10	NA 9/1/1993	3.3	9.33	11.25	44.26 12/1991	NA Average		9					
Iowa	Interstate Power & Light Co.	D-RPU-92-9	Natural Gas	7/2/1992	6.3	10.50	12.70	47.83	66.50 5/3/1993	5.5	9.90	11.75	43.59 12/1991	66.40 Average		10					
Iowa	Interstate Power & Light Co.	D-RPU-91-9	Electric	10/1/1991	14.3	10.44	12.40	48.29	557.50 8/3/1992	7.9	9.99	12.00	41.90 12/1990	555.00 Average		10					
Iowa	Interstate Power & Light Co.	D-RPU-91-8	Electric	9/16/1991	-4.0	11.44	14.50	50.62	190.40 7/13/1992	-4.5	11.04	13.50	50.62 12/1990	190.40 Average		10					
Iowa	Interstate Power & Light Co.	D-RPU-91-7	Electric	8/15/1991	16.4	10.07	12.90	43.57	294.00 7/13/1992	10.4	9.50	11.90	42.91 12/1990	292.60 Average		11					
Iowa	MidAmerican Energy Co.	D-RPU-02-2	Natural Gas	3/15/2002	26.6	10.03	12.60	52.42	324.70 11/8/2002	17.7	9.10	10.75	53.32 12/2001	322.30 Average		7					
Iowa	MidAmerican Energy Co.	D-RPU-01-5	Electric	6/11/2001	50.5	9.91	12.00	53.41	NA 12/21/2001	0.0	NA	NA	NA 12/2000	NA Average		6					
Iowa	MidAmerican Energy Co.	D-RPU-98-5	Natural Gas	10/27/1998	18.5	9.50	12.00	45.14	NA 4/23/1999	13.9	NA	NA	45.14 12/1997	NA Average		5					
Iowa	MidAmerican Energy Co.	D-RPU-96-8	Electric	6/4/1996	-21.0	NA	NA	NA	NA 6/27/1997	-23.7	NA	NA	NA NA	NA Average		12					
Iowa	MidAmerican Energy Co.	D-RPU-94-4	Electric	9/15/1994	61.0	10.36	13.50	46.53	NA 7/10/1995	20.3	NA	NA	NA NA	NA NA		9					
Iowa	MidAmerican Energy Co.	D-RPU-94-3	Natural Gas	7/21/1994	16.0	10.48	13.75	46.53	NA 5/19/1995	12.1	NA	NA	NA NA	NA NA		10					
Iowa	MidAmerican Energy Co.	D-RPU-93-4	Electric	5/3/1993	14.7	10.60	12.50	48.60	NA 2/25/1994	6.8	9.33	11.25	46.32 12/1992	NA Average		9					
Iowa	MidAmerican Energy Co.	D-RPU-92-5 (elec)	Electric	4/21/1992	20.1	10.32	13.20	45.60	NA 12/31/1992	10.4	9.65	11.90	46.00 12/1991	NA Average		8					
Iowa	MidAmerican Energy Co.	D-RPU-92-5 (gas)	Natural Gas	4/21/1992	7.4	10.39	13.35	45.60	NA 12/31/1992	5.4	9.69	12.00	46.00 12/1991	NA Average		8					
Iowa	MidAmerican Energy Co.	D-RPU-92-2	Electric	3/17/1992	43.4	10.53	12.75	49.10	718.60 10/12/1992	19.3	10.23	12.20	49.20 12/1991	704.10 Average		6					
Iowa	MidAmerican Energy Co.	D-RPU-91-6	Electric	10/25/1991	0.0	10.22	13.00	40.86	447.00 6/1/1992	-4.0	9.93	12.30	40.86 12/1990	446.00 Average		7					
Iowa	MidAmerican Energy Co.	D-RPU-91-5	Natural Gas	7/16/1991	11.3	10.63	14.00	40.86	166.00 5/15/1992	5.0	10.12	12.75	40.86 12/1990	162.00 Average		10					
Idaho	Avista Corp.	C-AVU-E-11-01	Electric	7/5/2011	9.0	8.49	10.90	50.15	627.00 9/30/2011	2.8	NA	NA	NA 12/2010	NA NA		2					
Idaho	Avista Corp.	C-AVU-G-11-01	Natural Gas	7/5/2011	1.9	8.49	10.90	50.15	103.40 9/30/2011	1.1	NA	NA	NA 12/2010	NA NA		2					
Idaho	Avista Corp.	C-AVU-E-10-01	Electric	3/23/2010	32.1	8.55	10.90	50.00	607.96 9/21/2010	21.3	NA	NA	NA 12/2009	NA NA		6					
Idaho	Avista Corp.	C-AVU-G-10-01	Natural Gas	3/23/2010	2.6	8.55	10.90	50.00	101.37 9/21/2010	1.9	NA	NA	NA 12/2009	NA NA		6					
Idaho	Avista Corp.	C-AVU-E-09-01	Electric	1/23/2009	31.2	8.80	11.00	50.00	577.43 7/17/2009	12.6	8.55	10.50	50.00 09/2008	576.29 Average		5					
Idaho	Avista Corp.	C-AVU-G-09-01	Natural Gas	1/23/2009	2.7	8.80	11.00	50.00	90.49 7/17/2009	1.9	8.55	10.50	50.00 09/2008	90.03 Average		5					
Idaho	Avista Corp.	C-AVU-E-08-01	Electric	4/3/2008	32.3	8.74	10.80	47.94	548.30 9/30/2008	23.2	8.45	10.20	47.94 12/2007	530.29 Average		6					
Idaho	Avista Corp.	C-AVU-G-08-01	Natural Gas	4/3/2008	4.7	8.74	10.80	47.94	85.70 9/30/2008	3.9	8.45	10.20	47.94 12/2007	85.16 Average		6					
Idaho	Avista Corp.	C-AVU-E-04-1	Electric	2/6/2004	31.1	9.72	11.50	42.59	427.80 9/9/2004	24.7	9.25	10.40	42.59 12/2002	424.10 Average		7					
Idaho	Avista Corp.	C-AVU-G-04-1	Natural Gas	2/6/2004	4.1	9.72	11.50	42.59	63.00 9/9/2004	3.3	9.25	10.40	42.59 12/2002	59.60 Average		7					
Idaho	Avista Corp.	C-WWP-E-98-11	Electric	12/18/1998	14.2	9.45	12.00	37.42	361.20 7/29/1999	9.3	8.98	10.75	37.42 12/1997	360.50 Average		7					
Idaho	Idaho Power Co.	C-IPC-E-11-08	Electric	6/1/2011	82.6	8.17	10.50	51.20	2,355.91 12/30/2011	34.0	7.86	NA	NA 12/2011	2,355.91 NA		7					
Idaho	Idaho Power Co.	C-IPC-E-09-07	Electric	3/13/2009	11.2	8.18	10.50	49.27	NA 5/29/2009	10.5	8.18	10.50	49.27 12/2009	NA NA		2					
Idaho	Idaho Power Co.	C-IPC-E-08-10	Electric	6/27/2008	66.6	8.55	11.25	49.27	2,093.40 1/30/2009	27.0	8.18	10.50	49.27 12/2008	2,094.10 Year-end		7					
Idaho	Idaho Power Co.	C-IPC-E-08-01	Electric	3/7/2008	9.0	8.10	NA	NA	NA 5/30/2008	8.9	8.10	NA	NA NA	NA NA		2					
Idaho	Idaho Power Co.	C-IPC-E-07-08	Electric	6/8/2007	63.9	8.56	11.50	50.26	1,883.00 2/28/2008	32.1	8.10	NA	NA NA	NA NA		8					
Idaho	Idaho Power Co.	C-IPC-E-05-28	Electric	10/28/2005	43.9	8.42	11.25	49.46	1,654.30 5/12/2006	18.1	8.10	NA	NA 12/2005	NA NA		6					
Idaho	Idaho Power Co.	C-IPC-E-03-13	Electric	10/16/2003	70.7	8.33	11.20	45.97	1,547.40 5/25/2004	39.5	7.85	10.25	45.97 12/2003	1,519.90 Average		7					
Idaho	Idaho Power Co.	C-IPC-E-94-5	Electric	6/30/1994	37.1	9.88	12.50	45.42	1,225.50 1/31/1995	17.2	9.20	11.00	45.42 12/1993	1,221.60 Average		7					
Idaho	PacifiCorp	C-PAC-E-11-12	Electric	5/27/2011	32.7	8.25	10.50	52.30	745.70 1/10/2012	34.0	NA	NA	NA NA	NA NA		7					
Idaho	PacifiCorp	C-PAC-E-10-07	Electric	5/28/2010	24.9	8.34	10.60	52.10	650.60 12/27/2010	14.4	7.98	9.90	52.10 12/2009	677.56 Average		7					
Idaho	PacifiCorp	C-PAC-E-08-07	Electric	9/19/2008	19.4	8.49	10.75	50.40	565.41 4/16/2009	4.4	NA	NA	NA NA	NA NA		6					
Idaho	PacifiCorp	C-PAC-E-07-05	Electric	6/8/2007	18.6	8.52	10.75	50.40	491.60 12/28/2007	11.5	8.27	10.25	50.40 12/2006	NA NA		6					
Idaho	PacifiCorp	C-PAC-E-05-1	Electric	1/14/2005	16.9	8.66	11.13	47.80	407.80 7/22/2005	5.8	NA	NA	NA NA	NA NA		6					
Illinois	Ameren Illinois	D-11-0279 (elec)	Electric	2/18/2011	39.0	9.44	11.00	52.87	2,012.81 1/5/2012	NA	NA	NA	NA NA	NA NA		10					
Illinois	Ameren Illinois	D-11-0282 (gas)	Natural Gas	2/18/2011	49.5	9.31	10.75	52.87	956.28 1/10/2012	32.2	8.33	9.06	53.27 12/2012	952.28 Average		10					
Illinois	Ameren Illinois	D-09-0306 (CILCO)	Electric	6/5/2009	17.1	9.62	11.70	43.62	329.28 4/29/2010	4.9	8.05	9.90	43.61 12/2008	284.02 Year-end		10					
Illinois	Ameren Illinois	D-09-0307 (CIPS)	Electric	6/5/2009	38.0	8.68	11.30	48.67	537.24 4/29/2010	23.7	8.02	10.06	48.67 12/2008	475.73 Year-end		10					
Illinois	Ameren Illinois	D-09-0308 (IP)	Electric	6/5/2009	59.9	9.74	11.70	44.00	1,466.76 4/29/2010	28.2	8.97	10.26	43.55 12/2008	1,363.79 Year-end		10					
Illinois	Ameren Illinois	D-09-0309 (CILCO)	Natural Gas	6/5/2009	2.3	9.40	11.20	43.62	210.16 4/29/2010	-5.8	7.83	9.40	43.61 12/2008	181.28 Year-end		10					
Illinois	Ameren Illinois	D-09-0310 (CIPS)	Natural Gas	6/5/2009	5.4	8.44	10.80	48.67	202.56 4/29/2010	0.3	7.59	9.19	48.67 12/2008	187.02 Year-end		10					
Illinois	Ameren Illinois	D-09-0311 (IP)	Natural Gas	6/5/2009	7.0	9.52	11.20	44.00	530.52 4/29/2010	-7.4	8.59	9.40	43.55 12/2008	486.23 Year-end		10					
Illinois	Ameren Illinois	D-07-0585 (CILCO)	Electric	11/2/2007	4.1	8.74	11.00	52.93	243.33 9/24/2008	-2.8	8.01	10.65	46.50 12/2006	240.63 Year-end		10					
Illinois	Ameren Illinois	D-07-0586 (CIPS)	Electric	11/2/2007	27.8	8.67	11.00	50.00	444.31 9/24/2008	22.0											

Rate Case History

Past Rate Cases

					Increase Requested					Increase Authorized										
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M) Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap Test Year	Rate Base Valuation (\$M) Method	Lag (months)					
Illinois	Ameren Illinois	D-03-0008 (CIPS)	Natural Gas	11/27/2002	16.4	9.45	13.00	44.44	176.60 10/22/2003	7.2	8.33	10.71	44.44 06/2002	168.40 Year-end	10					
Illinois	Ameren Illinois	D-02-0837 (CILCO)	Natural Gas	11/22/2002	18.9	8.87	11.73	48.96	204.30 10/17/2003	9.1	8.16	10.54	48.54 12/2001	192.40 Year-end	10					
Illinois	Ameren Illinois	D-98-0546 (CIPS)	Natural Gas	6/29/1998	1.6	10.50	13.25	57.06	NA 3/1/1999	1.6	8.99	10.65	55.66 12/1997	NA Year-end	8					
Illinois	Ameren Illinois	D-98-0545 (CIPS)	Natural Gas	6/29/1998	15.4	9.84	13.25	47.33	142.90 3/1/1999	7.9	8.51	10.65	45.81 12/1997	142.20 Year-end	8					
Illinois	Ameren Illinois	D-94-0040 (CILCO)	Natural Gas	1/14/1994	13.8	9.61	12.50	48.63	199.70 12/12/1994	10.6	9.24	11.82	47.90 12/1995	193.10 Average	11					
Illinois	Ameren Illinois	D-93-0183 (IP)	Natural Gas	5/14/1993	27.6	9.84	11.70	50.10	394.00 4/6/1994	18.9	9.29	11.24	40.63 12/1994	371.70 Average	10					
Illinois	Ameren Illinois	D-91-0193 (elec) (CIPS)	Electric	4/24/1991	25.9	10.42	13.50	46.98	1,013.70 3/18/1992	3.4	9.77	12.28	49.11 12/1992	833.60 Average	10					
Illinois	Ameren Illinois	D-91-0193 (gas) (CIPS)	Natural Gas	4/24/1991	12.7	10.42	13.50	46.98	114.10 3/18/1992	8.2	9.88	12.50	49.11 12/1992	99.20 Average	10					
Illinois	Ameren Illinois	D-91-0147 (IP)	Electric	3/19/1991	182.5	10.76	13.69	39.92	3,543.80 2/11/1992	100.2	10.21	12.40	39.90 12/1992	3,371.90 Average	10					
Illinois	Commonwealth Edison Co.	D-10-0467	Electric	6/30/2010	342.7	8.98	11.50	47.28	7,349.23 5/24/2011	155.7	8.51	10.50	47.28 12/2009	6,548.59 Year-end	10					
Illinois	Commonwealth Edison Co.	D-07-0566	Electric	10/17/2007	355.4	8.57	10.75	45.04	7,016.92 9/10/2008	273.6	8.36	10.30	45.04 12/2006	6,694.04 Year-end	10					
Illinois	Commonwealth Edison Co.	D-05-0597	Electric	8/31/2005	279.0	8.94	11.00	54.20	6,174.50 7/28/2006	82.6	8.01	10.05	42.86 12/2004	5,521.40 Year-end	11					
Illinois	Commonwealth Edison Co.	D-94-0065	Electric	2/10/1994	461.7	9.94	12.50	38.97	12,751.20 1/9/1995	303.2	9.87	12.28	38.97 12/1994	12,735.20 Average	11					
Illinois	MidAmerican Energy Co.	D-09-0312	Natural Gas	6/2/2009	3.4	8.83	11.25	47.75	37.38 3/24/2010	2.7	7.60	10.13	47.08 12/2008	37.15 Year-end	9					
Illinois	MidAmerican Energy Co.	D-01-0696	Natural Gas	10/19/2001	2.6	9.75	12.00	50.37	37.77 9/11/2002	0.0	8.85	11.20	51.61 12/2000	37.61 Year-end	10					
Illinois	MidAmerican Energy Co.	D-99-0534	Natural Gas	9/1/1999	3.2	9.90	12.50	47.96	NA 7/17/2000	2.1	9.12	11.06	46.00 12/1998	NA Year-end	10					
Illinois	MidAmerican Energy Co.	D-96-0510	Electric	10/15/1996	-11.7	9.63	12.20	45.73	188.30 12/18/1996	-15.5	9.42	11.75	45.73 12/1995	179.10 Year-end	2					
Illinois	MidAmerican Energy Co.	D-92-0357(elec)	Electric	9/1/1992	14.9	10.42	13.00	48.51	239.80 7/21/1993	9.6	9.61	11.38	48.05 12/1992	238.10 Average	10					
Illinois	MidAmerican Energy Co.	D-92-0357(gas)	Natural Gas	9/1/1992	3.2	10.54	13.25	48.51	NA 7/21/1993	2.0	9.80	11.78	48.05 12/1992	NA Average	10					
Illinois	North Shore Gas Co.	D-11-0280	Natural Gas	2/15/2011	8.4	8.50	10.85	56.00	192.56 1/10/2012	1.9	7.43	9.45	50.00 12/2012	187.53 Average	10					
Illinois	North Shore Gas Co.	D-09-0166	Natural Gas	2/13/2009	18.1	9.06	11.87	56.00	179.90 1/21/2010	13.9	8.19	10.33	56.00 12/2010	183.10 Average	11					
Illinois	North Shore Gas Co.	D-07-0241	Natural Gas	3/9/2007	6.3	8.57	11.06	56.00	197.11 2/5/2008	-0.2	7.96	9.99	56.00 09/2006	182.03 Year-end	11					
Illinois	North Shore Gas Co.	D-95-0031	Natural Gas	12/16/1994	6.7	9.97	11.70	57.04	179.10 1/18/1995	5.6	9.75	11.30	57.04 09/1996	178.10 Average	10					
Illinois	Northern Illinois Gas Co.	D-08-0363	Natural Gas	4/29/2008	140.4	9.27	11.15	56.80	1,515.73 3/25/2009	80.2	8.09	10.17	51.07 12/2009	1,336.55 Average	11					
Illinois	Northern Illinois Gas Co.	D-04-0779	Natural Gas	1/14/2004	67.1	9.03	10.82	56.37	1,441.20 9/30/2005	54.2	8.85	10.51	56.37 12/2005	1,233.50 Average	11					
Illinois	Northern Illinois Gas Co.	D-95-0219	Natural Gas	5/8/1995	73.3	10.73	12.95	57.30	1,459.60 4/3/1996	33.4	9.67	11.13	58.08 12/1996	1,372.80 Average	11					
Illinois	Peoples Gas Light & Coke Co.	D-11-0281	Natural Gas	2/15/2011	112.6	8.11	10.85	56.00	1,472.85 1/10/2012	57.8	6.94	9.45	49.00 12/2012	1,359.08 Average	10					
Illinois	Peoples Gas Light & Coke Co.	D-09-0167	Natural Gas	2/13/2009	113.2	9.10	11.87	56.00	1,300.00 1/21/2010	69.8	8.05	10.23	56.00 12/2010	1,201.43 Average	11					
Illinois	Peoples Gas Light & Coke Co.	D-07-0242	Natural Gas	3/9/2007	102.6	8.25	11.06	56.00	1,308.01 2/5/2008	71.2	7.76	10.19	56.00 09/2006	1,212.27 Average	11					
Illinois	Peoples Gas Light & Coke Co.	D-95-0032	Natural Gas	12/16/1994	41.2	9.55	11.80	51.08	1,091.20 1/18/1995	30.8	9.19	11.10	51.08 09/1996	1,070.90 Average	10					
Illinois	Peoples Gas Light & Coke Co.	D-91-0568	Natural Gas	11/15/1991	58.3	11.12	13.50	53.26	1,054.10 10/6/1992	30.6	10.40	12.25	53.08 09/1992	1,016.70 Average	10					
Indiana	Duke Energy Indiana Inc.	Ca-42359	Electric	12/30/2002	145.3	7.63	11.20	44.44	3,662.40 5/18/2004	107.3	7.30	10.50	44.44 09/2002	3,662.40 Year-end	16					
Indiana	Duke Energy Indiana Inc.	Ca-40003	Electric	5/15/1995	104.8	8.58	11.90	41.35	2,382.00 9/27/1996	73.9	8.21	11.00	41.35 12/1994	2,382.00 Year-end	16					
Indiana	Duke Energy Indiana Inc.	Ca-39584,39584-S2	Electric	8/31/1993	102.5	8.90	13.00	33.08	2,031.00 2/17/1995	37.5	8.23	11.90	37.46 12/1992	1,957.90 Year-end	17					
Indiana	Indiana Gas Co.	Ca-43298	Natural Gas	5/18/2007	41.1	8.43	11.50	48.99	790.51 2/13/2008	26.9	7.80	10.20	48.99 12/2006	792.70 Year-end	9					
Indiana	Indiana Gas Co.	Ca-42598	Natural Gas	3/19/2004	46.9	9.21	12.25	48.00	709.60 11/30/2004	24.0	8.38	10.60	50.06 09/2003	707.80 Year-end	8					
Indiana	Indiana Gas Co.	Ca-39353	Natural Gas	1/8/1992	27.7	10.51	13.95	46.00	487.80 10/28/1992	15.2	9.69	12.25	46.00 04/1992	485.80 Year-end	9					
Indiana	Indiana Michigan Power Co.	Ca-43306	Electric	1/31/2008	80.2	8.10	11.50	45.80	1,999.13 3/4/2009	19.1	7.62	10.50	45.80 09/2007	2,000.89 Year-end	13					
Indiana	Indiana Michigan Power Co.	Ca-39314	Electric	4/27/1992	44.8	9.04	12.60	35.30	1,806.60 11/12/1993	34.7	8.78	12.00	35.29 12/1991	1,805.20 Year-end	18					
Indiana	Indianapolis Power & Light Co.	Ca-39938	Electric	10/11/1994	87.6	9.88	15.83	41.71	NA 8/24/1995	60.0	NA	NA	NA NA	NA NA	10					
Indiana	Northern IN Public Svc Co.	Ca-43969	Electric	11/19/2010	75.7	7.70	11.75	46.53	2,705.91 12/21/2011	6.9	6.98	10.20	46.53 06/2010	2,705.91 Year-end	13					
Indiana	Northern IN Public Svc Co.	Ca-43894	Natural Gas	5/3/2010	0.0	7.69	11.75	46.29	318.02 11/4/2010	-14.8	NA	NA	46.29 12/2009	NA Year-end	6					
Indiana	Northern IN Public Svc Co.	Ca-43526	Electric	8/29/2008	26.3	8.36	12.00	49.95	2,639.19 8/25/2010	-48.9	7.29	9.90	49.95 12/2007	2,639.19 Year-end	24					
Indiana	Northern IN Public Svc Co.	Ca-41746	Electric	1/24/2001	NA	NA	NA	NA	NA 9/23/2002	NA	NA	NA	NA NA	NA NA	20					
Indiana	Southern Indiana Gas & Elec Co	Ca-43839	Electric	12/11/2009	34.0	7.42	10.70	43.46	1,300.42 4/27/2011	28.6	7.29	10.40	43.46 06/2009	1,295.61 Year-end	16					
Indiana	Southern Indiana Gas & Elec Co	Ca-43111	Electric	9/1/2006	80.4	7.96	11.75	47.05	1,043.72 8/15/2007	67.3	7.32	10.40	47.05 03/2006	1,043.72 Year-end	11					
Indiana	Southern Indiana Gas & Elec Co	Ca-43112	Natural Gas	9/1/2006	10.4	7.96	11.75	47.05	118.48 8/1/2007	5.1	7.20	10.15	47.05 03/2006	121.67 Year-end	11					
Indiana	Southern Indiana Gas & Elec Co	Ca-42596	Natural Gas	3/12/2004	5.7	NA	NA	NA	NA 6/30/2004	5.7	7.41	10.50	44.00 09/2003	112.80 Year-end	3					
Indiana	Southern Indiana Gas & Elec Co	Ca-40283	Natural Gas	12/15/1995	7.2	8.29	12.90	38.38	83.00 7/3/1996	4.8	7.64	11.25	38.38 06/1995	NA Year-end	6					
Indiana	Southern Indiana Gas & Elec Co	Ca-39871	Electric	5/16/1994	10.5	8.14	12.75	36.60	813.60 6/21/1995	4.6	7.94	12.25	36.60 12/1993	574.50 Year-end	13					
Indiana	Southern Indiana Gas & Elec Co	Ca-39539	Natural Gas	2/15/1993	7.8	8.77	13.25	38.70	65.20 7/21/1993	5.5	8.03	11.90	38.70 06/1992	64.90 Year-end	5					
Kansas	Atmos Energy Corp.	D-10-ATMG-495-RTS	Natural Gas	1/29/2010	6.0	9.11	11.40	49.50	144.58 7/30/2010	3.9	NA	NA	NA NA	NA NA	6					
Kansas	Atmos Energy Corp.	D-08-ATMG-280-RTS	Natural Gas	9/14/2007	5.0	8.47	11.00	48.30	135.56 4/23/2008	2.1	NA	NA	NA NA	NA NA	7					
Kansas	Atmos Energy Corp.	D-03-ATMG-1036-RTS	Natural Gas	6/15/2003	7.4	9.94	12.50	46.96	NA 1/5/2004	2.5	NA	NA	NA NA	NA NA	6					
Kansas	Atmos Energy Corp.	D-181,940-U	Natural Gas	5/15/1992	6.3	11.15	12.88	42.42	52.30 1/12/1993	0.9	10.64	12.00	41.09 12/1991	41.30 Year-end	8					
Kansas	Black Hills Kansas Gas Utility	D-07-AQLG-431-RTS	Natural Gas	11/1/2006	7.2	9.60	12.00	50.73	83.61 5/16/2007	5.1	NA	NA	NA NA	NA NA	6					
Kansas	Black Hills Kansas Gas Utility	D-05-AQLG-367-RTS	Natural Gas	11/1/200																

Rate Case History

Past Rate Cases

					Increase Requested				Increase Authorized										
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M)	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Test Year	Rate Base (\$M)	Rate Base Valuation Method	Lag (months)	
Kansas	Kansas Gas and Electric Co.	D-08-WSEE-1041-RTS (KG&E)	Electric	5/28/2008	87.6	8.69	10.95	48.46	1,517.29	1/21/2009	65.0	NA	NA	NA	NA	NA	NA	7	
Kansas	Kansas Gas and Electric Co.	D-05-WSEE-981-RTS (KG&E)	Electric	5/2/2005	36.3	8.84	11.50	44.59	1,280.60	12/28/2005	-21.2	7.89	10.00	44.59	12/2004	1,200.90	Year-end	8	
Kansas	Kansas Gas and Electric Co.	D-01-WSRE-436-RTS (KG&E)	Electric	11/27/2000	57.9	10.26	12.75	50.00	1,363.60	7/25/2001	-41.0	9.08	11.02	44.14	09/2000	1,191.30	Year-end	8	
Kansas	Kansas Gas and Electric Co.	D-193,306-U	Electric	8/17/1995	12.0	7.85	12.00	37.10	NA	1/15/1997	-65.0	NA	NA	NA	01/1995	NA	Year-end	17	
Kansas	ONEOK Inc.	D-06-KGSG-1209-RTS	Natural Gas	5/15/2006	73.3	8.87	11.25	52.48	785.00	11/16/2006	52.0	NA	NA	NA	NA	NA	NA	6	
Kansas	ONEOK Inc.	D-03-KGSG-602-RTS	Natural Gas	1/31/2003	76.1	9.30	11.70	27.21	655.40	9/17/2003	45.0	NA	NA	NA	NA	NA	NA	7	
Kansas	ONEOK Inc.	D-193,305-U	Natural Gas	8/17/1995	60.9	8.26	12.00	39.90	504.80	4/15/1996	34.4	8.95	10.50	49.29	01/1995	445.40	Year-end	8	
Kansas	Westar Energy Inc.	D-09-WSEE-925-RTS (WR)	Electric	6/2/2009	9.7	8.49	10.40	50.13	35.39	1/27/2010	8.6	8.49	10.40	50.13	NA	NA	NA	7	
Kansas	Westar Energy Inc.	D-08-WSEE-1041-RTS (WR)	Electric	5/28/2008	90.0	8.68	10.95	48.46	1,641.05	1/21/2009	65.0	NA	NA	NA	NA	NA	NA	7	
Kansas	Westar Energy Inc.	D-05-WSEE-981-RTS (WR)	Electric	5/2/2005	47.8	8.84	11.50	44.59	1,052.60	12/28/2005	24.2	7.89	10.00	44.59	12/2004	1,022.20	Year-end	8	
Kansas	Westar Energy Inc.	D-01-WSRE-436-RTS (WR)	Electric	11/27/2000	92.6	10.26	12.75	50.00	1,099.90	7/25/2001	25.4	9.08	11.02	44.14	09/2000	1,057.20	Year-end	8	
Kansas	Westar Energy Inc.	D-193,307-U	Electric	8/17/1995	9.0	7.89	12.00	37.30	NA	1/15/1997	-10.0	NA	NA	NA	01/1995	NA	Year-end	17	
Kentucky	Atmos Energy Corp.	C-2009-00354	Natural Gas	10/29/2009	9.5	9.00	11.00	51.42	184.70	5/28/2010	6.1	NA	NA	NA	NA	NA	NA	7	
Kentucky	Atmos Energy Corp.	C-2006-00464	Natural Gas	12/28/2006	10.4	8.82	11.75	48.15	169.41	7/31/2007	5.5	NA	NA	NA	NA	NA	NA	7	
Kentucky	Atmos Energy Corp.	C-99-070	Natural Gas	6/23/1999	14.1	9.97	12.25	50.20	NA	12/21/1999	9.9	NA	NA	NA	NA	NA	NA	6	
Kentucky	Atmos Energy Corp.	C-95-010	Natural Gas	2/10/1995	7.7	11.16	12.75	53.60	NA	10/20/1995	3.3	NA	NA	NA	NA	NA	NA	8	
Kentucky	Columbia Gas of Kentucky Inc	C-2009-00141	Natural Gas	5/1/2009	11.6	9.00	12.25	52.02	181.70	10/26/2009	6.1	NA	NA	NA	NA	NA	NA	5	
Kentucky	Columbia Gas of Kentucky Inc	C-2007-00008	Natural Gas	2/1/2007	12.7	8.71	11.50	52.09	171.45	8/29/2007	7.3	NA	10.50	NA	NA	NA	NA	6	
Kentucky	Columbia Gas of Kentucky Inc	C-2002-00145	Natural Gas	5/1/2002	2.5	10.53	13.00	57.00	NA	12/13/2002	-7.8	NA	NA	NA	NA	NA	NA	7	
Kentucky	Columbia Gas of Kentucky Inc	C-94-179	Natural Gas	6/1/1994	12.4	10.44	13.00	51.61	NA	11/1/1994	9.8	NA	NA	NA	NA	NA	NA	5	
Kentucky	Delta Natural Gas Co.	C-2010-00116	Natural Gas	4/23/2010	5.4	8.68	12.00	44.49	109.86	10/21/2010	3.5	7.97	10.40	44.49	12/2009	109.80	Year-end	6	
Kentucky	Delta Natural Gas Co.	C-2007-00089	Natural Gas	4/20/2007	5.6	8.87	12.10	39.67	118.38	10/19/2007	3.9	NA	10.50	NA	NA	NA	NA	6	
Kentucky	Duke Energy Kentucky Inc.	C-2009-00202	Natural Gas	7/1/2009	17.5	7.67	11.00	49.90	253.75	12/29/2009	13.0	NA	10.38	49.90	NA	NA	NA	6	
Kentucky	Duke Energy Kentucky Inc.	C-2006-00172	Electric	5/31/2006	66.6	8.26	11.50	50.88	591.10	12/21/2006	49.0	NA	NA	NA	NA	NA	NA	6	
Kentucky	Duke Energy Kentucky Inc.	C-2005-00042	Natural Gas	2/25/2005	14.0	8.69	11.20	54.42	167.50	12/22/2005	8.1	7.63	10.20	54.45	09/2006	171.50	Average	10	
Kentucky	Duke Energy Kentucky Inc.	C-2001-00092	Natural Gas	3/29/2001	7.0	9.30	11.25	58.70	111.60	1/31/2002	2.7	8.74	11.00	52.73	09/2000	102.80	Year-end	10	
Kentucky	Duke Energy Kentucky Inc.	C-92-346	Natural Gas	9/16/1992	8.5	11.11	13.50	48.54	85.80	7/23/1993	3.9	9.96	11.50	46.80	06/1992	84.00	Year-end	10	
Kentucky	Duke Energy Kentucky Inc.	C-91-370	Electric	11/4/1991	29.7	11.42	14.00	49.58	95.60	5/5/1992	22.3	9.80	11.50	45.95	07/1991	91.80	Year-end	6	
Kentucky	Kentucky Power Co.	C-2009-00459	Electric	12/29/2009	123.6	8.52	11.75	42.91	1,012.69	6/28/2010	63.7	NA	10.50	NA	09/2009	NA	Year-end	6	
Kentucky	Kentucky Power Co.	C-2005-00341	Electric	9/26/2005	64.8	7.84	11.50	39.54	858.40	3/14/2006	41.0	NA	NA	NA	NA	NA	NA	5	
Kentucky	Kentucky Utilities Co.	C-2009-00548	Electric	1/29/2010	135.3	8.32	11.50	53.85	3,054.54	7/30/2010	98.0	NA	NA	NA	10/2009	NA	Year-end	6	
Kentucky	Kentucky Utilities Co.	C-2008-00251	Electric	7/29/2008	22.2	7.77	11.25	52.63	2,216.90	2/5/2009	-8.9	NA	NA	NA	NA	NA	NA	6	
Kentucky	Kentucky Utilities Co.	C-2003-00434	Electric	12/29/2003	57.8	6.84	11.25	53.30	1,396.10	6/30/2004	46.1	6.48	10.50	51.58	09/2003	1,400.60	Year-end	6	
Kentucky	Kentucky Utilities Co.	C-98-474	Electric	10/12/1998	14.9	9.37	12.50	51.43	1,092.70	1/7/2000	-33.9	8.76	11.50	57.91	12/1998	980.60	Year-end	15	
Kentucky	Louisville Gas & Electric Co.	C-2009-00549 (elec.)	Electric	1/29/2010	94.6	8.32	11.50	53.86	1,805.79	7/30/2010	74.0	NA	NA	NA	10/2009	NA	Year-end	6	
Kentucky	Louisville Gas & Electric Co.	C-2009-00549 (gas)	Natural Gas	1/29/2010	22.6	8.32	11.50	53.86	466.47	7/30/2010	17.0	NA	NA	NA	10/2009	NA	Year-end	6	
Kentucky	Louisville Gas & Electric Co.	C-2008-00252 (elec.)	Electric	7/29/2008	15.1	8.30	11.25	52.48	1,795.20	2/5/2009	-13.2	NA	NA	NA	NA	NA	NA	6	
Kentucky	Louisville Gas & Electric Co.	C-2008-00252 (gas)	Natural Gas	7/29/2008	29.8	8.12	11.25	52.48	438.50	2/5/2009	22.0	NA	NA	NA	NA	NA	NA	6	
Kentucky	Louisville Gas & Electric Co.	C-2003-00433 (elec)	Electric	12/29/2003	63.8	7.20	11.25	49.50	1,468.70	6/30/2004	43.4	6.69	10.50	48.60	09/2003	1,506.10	Year-end	6	
Kentucky	Louisville Gas & Electric Co.	C-2003-00433 (gas)	Natural Gas	12/29/2003	19.1	7.16	11.50	47.92	316.00	6/30/2004	11.9	NA	NA	NA	09/2003	NA	Year-end	6	
Kentucky	Louisville Gas & Electric Co.	C-2000-080	Natural Gas	2/22/2000	26.4	8.40	12.00	44.79	287.90	9/27/2000	20.2	7.66	11.25	44.79	12/1999	285.60	Year-end	7	
Kentucky	Louisville Gas & Electric Co.	C-98-426	Electric	10/28/1998	7.9	8.65	12.50	48.82	1,289.90	1/7/2000	-27.2	8.00	11.50	50.14	12/1998	1,245.60	Year-end	14	
Louisiana	Atmos Energy Corp.	D-U-21484 (LGS)	Natural Gas	6/14/1995	6.6	10.02	12.00	59.16	NA	4/17/1996	4.1	9.08	10.77	53.25	12/1995	NA	Average	10	
Louisiana	Atmos Energy Corp.	D-U-19237 (LGS)	Natural Gas	3/25/1991	10.2	11.34	12.50	60.04	NA	2/10/1992	2.5	NA	NA	NA	NA	NA	NA	10	
Louisiana	CenterPoint Energy Resources	D-U-27676 (ARKLA)	Natural Gas	11/14/2003	15.6	8.75	11.00	47.90	102.10	7/22/2004	7.1	8.09	10.25	45.80	06/2003	83.70	Average	8	
Louisiana	Cleco Power LLC	D-U-30689	Electric	7/14/2008	250.1	9.38	12.25	52.04	1,907.53	10/14/2009	173.3	8.52	10.70	51.00	06/2009	1,936.70	Average	15	
Louisiana	Cleco Power LLC	D-U-21496	Electric	4/27/1995	13.3	9.68	12.30	46.00	NA	10/16/1996	-5.0	8.83	12.25	46.00	03/1995	NA	Average	17	
Louisiana	Entergy Gulf States LA LLC	D-U-28035	Natural Gas	7/2/2004	9.1	8.42	11.25	46.25	36.20	7/6/2005	5.8	8.11	10.50	47.52	09/2003	26.30	Average	12	
Louisiana	Entergy Gulf States LA LLC	D-U-25687	Electric	5/31/2001	10.2	NA	11.10	NA	NA	1/8/2003	-22.1	NA	11.10	NA	NA	NA	NA	19	
Louisiana	Entergy Gulf States LA LLC	D-U-22491	Electric	5/31/1997	12.1	NA	10.95	NA	NA	3/22/2000	0.0	NA	NA	NA	12/1996	NA	Average	34	
Louisiana	Entergy Gulf States LA LLC	D-U-22092	Electric	5/31/1996	-5.3	NA	10.95	NA	NA	9/10/1998	-36.6	NA	NA	NA	12/1995	NA	Average	27	
Louisiana	Entergy Gulf States LA LLC	D-U-21485	Electric	5/31/1995	19.0	9.42	10.95	37.28	NA	9/24/1996	-20.0	NA	NA	NA	12/1994	NA	Average	16	
Louisiana	Entergy Gulf States LA LLC	D-U-19904	Electric	5/16/1994	46.4	10.37	12.75	42.38	NA	12/14/1994	-4.4	9.58	10.95	41.09	12/1993	NA	Average	7	
Louisiana	Entergy Louisiana Holdings	D-U-20925 (2004 RRF)	Electric	1/9/2004	167.1	9.70	11.40	46.89	2,586.00	5/18/2005	0.0	8.76	10.25	48.73	12/2002	NA	Average	16	
Louisiana	Entergy Louisiana Holdings	D-U-20925-D	Electric	5/30/1997	-26.7	NA	NA	NA	NA	9/24/1997	-59.0	NA	NA	NA	12/1996	NA	Average	3	
Louisiana	Entergy Louisiana Holdings																		

Rate Case History

Past Rate Cases

					Increase Requested				Increase Authorized										
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M)	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap Test Year (%)	Rate Base Valuation (\$M) Method	Lag (months)			
Massachusetts	Boston Gas Co.	DTE-03-40	Natural Gas	4/16/2003	61.3	10.13	12.18	50.00	627.40	10/31/2003	19.7	9.08	10.20	50.00	12/2002	619.40	Year-end	6	
Massachusetts	Boston Gas Co.	DPJ-96-50	Natural Gas	5/17/1996	32.5	10.09	12.50	47.16	457.50	11/29/1996	6.3	9.38	11.00	47.16	12/1995	446.30	Year-end	6	
Massachusetts	Boston Gas Co.	DPJ-93-60	Natural Gas	4/16/1993	60.6	10.39	12.25	47.99	424.70	10/29/1993	37.7	9.91	11.25	47.99	12/1992	387.20	Year-end	6	
Massachusetts	Cambridge Electric Light Co	DPJ-92-250	Electric	11/16/1992	10.2	10.60	12.25	50.00	87.00	5/28/1993	7.0	9.95	11.00	49.89	06/1992	86.30	Year-end	6	
Massachusetts	Colonial Gas Co.	D.P.U. 10-55 (CG)	Natural Gas	4/16/2010	26.8	9.65	11.30	53.96	242.92	11/2/2010	16.7	8.16	9.75	50.00	12/2009	243.49	Year-end	6	
Massachusetts	Colonial Gas Co.	DPJ-93-74	Natural Gas	4/16/1993	10.1	11.03	12.60	48.20	NA	8/25/1993	6.7	NA	NA	NA	12/1992	NA	Year-end	4	
Massachusetts	Columbia Gas of Massachusetts	DPJ 09-30	Natural Gas	4/16/2009	34.6	9.41	12.25	53.57	468.83	10/30/2009	19.1	8.18	9.95	53.57	12/2008	467.08	Year-end	6	
Massachusetts	Columbia Gas of Massachusetts	DTE-05-27	Natural Gas	4/27/2005	21.7	9.05	11.50	53.95	397.00	11/30/2005	11.1	8.22	10.00	53.95	12/2004	393.40	Year-end	7	
Massachusetts	Columbia Gas of Massachusetts	DPJ-92-11	Natural Gas	4/16/1992	21.1	11.29	13.00	57.10	276.10	10/30/1992	11.5	10.35	11.40	57.06	12/1991	273.50	Year-end	6	
Massachusetts	Eastern Edison Company	DPJ-92-148	Electric	6/15/1992	16.4	11.02	12.50	40.01	NA	12/30/1992	8.1	NA	NA	NA	12/1991	NA	Year-end	6	
Massachusetts	Fitchburg Gas & Electric Light	DPJ 11-01	Electric	1/14/2011	7.2	8.58	10.70	42.88	57.51	8/1/2011	3.3	7.93	9.20	42.88	12/2009	56.33	Year-end	6	
Massachusetts	Fitchburg Gas & Electric Light	DPJ 11-02	Natural Gas	1/14/2011	4.5	8.58	10.70	42.88	51.36	8/1/2011	3.7	7.93	9.20	42.88	12/2009	50.73	Year-end	6	
Massachusetts	Fitchburg Gas & Electric Light	DPJ-07-71	Electric	8/17/2007	3.3	8.59	10.75	42.80	52.06	2/29/2008	2.1	8.38	10.25	42.80	12/2006	50.49	Year-end	6	
Massachusetts	Fitchburg Gas & Electric Light	DTE 06-109	Natural Gas	11/7/2006	4.0	NA	NA	NA	NA	1/26/2007	2.2	NA	10.00	NA	NA	NA	NA	2	
Massachusetts	Massachusetts Electric Co.	DPJ 09-39	Electric	5/15/2009	111.3	9.20	11.60	50.36	1,485.66	11/30/2009	42.2	8.14	10.35	49.99	12/2008	1,420.37	Year-end	6	
Massachusetts	Massachusetts Electric Co.	DPJ-95-40	Electric	3/15/1995	58.2	10.06	12.00	50.44	814.20	9/29/1995	30.9	9.24	11.00	50.44	09/1994	813.90	Year-end	6	
Massachusetts	Massachusetts Electric Co.	DPJ-92-78	Electric	3/15/1992	65.7	10.37	12.50	51.64	736.30	9/30/1992	45.6	9.90	11.75	51.25	12/1991	731.90	Year-end	6	
Massachusetts	New England Gas Company	DPJ 10-114	Natural Gas	9/16/2010	6.2	9.08	10.65	50.17	50.80	3/31/2011	5.1	8.39	9.45	50.17	12/2009	49.68	Year-end	6	
Massachusetts	New England Gas Company	DPJ 08-35	Natural Gas	7/17/2008	5.6	8.73	11.40	47.00	51.92	2/2/2009	3.7	7.74	10.05	34.19	12/2007	50.70	Year-end	6	
Massachusetts	New England Gas Company	DPJ-96-60	Natural Gas	5/17/1996	5.1	10.62	12.50	49.00	NA	10/16/1996	3.2	NA	NA	NA	NA	NA	NA	5	
Massachusetts	NSTAR Electric Co.	DTE-05-85 (elec.)	Electric	12/6/2005	87.4	NA	NA	NA	NA	12/30/2005	30.0	NA	NA	NA	NA	NA	NA	0	
Massachusetts	NSTAR Electric Co.	DPJ-92-92	Electric	4/15/1992	98.0	10.82	13.00	38.63	NA	10/30/1992	NA	NA	11.75	NA	NA	NA	NA	6	
Massachusetts	NSTAR Gas Co.	D-DTE-05-85 (gas)	Natural Gas	12/6/2005	1.9	NA	NA	NA	NA	12/30/2005	0.0	NA	NA	NA	NA	NA	NA	0	
Massachusetts	Western Massachusetts Electric	DPJ 10-70	Electric	7/16/2010	28.4	8.11	10.50	50.70	381.60	1/31/2011	16.8	7.63	9.60	50.70	12/2009	370.44	Year-end	6	
Massachusetts	Western Massachusetts Electric	DTE-06-55	Electric	10/20/2006	4.0	NA	NA	NA	NA	12/14/2006	4.0	NA	NA	NA	NA	NA	NA	1	
Massachusetts	Western Massachusetts Electric	DTE-04-106	Electric	11/16/2004	9.0	NA	9.85	NA	NA	12/29/2004	9.0	NA	9.85	NA	NA	NA	NA	1	
Massachusetts	Western Massachusetts Electric	DPJ-91-290	Electric	12/13/1991	37.4	10.47	13.50	37.43	NA	6/30/1992	23.0	NA	NA	NA	NA	NA	NA	6	
Maryland	Baltimore Gas and Electric Co.	C-9230 (elec)	Electric	5/7/2010	92.3	8.99	11.65	51.93	2,291.47	12/6/2010	31.0	8.06	9.86	51.93	07/2010	2,242.80	Average	7	
Maryland	Baltimore Gas and Electric Co.	C-9230 (gas)	Natural Gas	5/7/2010	30.4	8.99	11.65	51.93	838.52	12/6/2010	9.8	7.90	9.56	51.93	07/2010	817.44	Average	7	
Maryland	Baltimore Gas and Electric Co.	C-9036	Natural Gas	4/29/2005	45.6	8.93	11.90	48.40	793.70	12/21/2005	35.6	8.49	11.00	48.40	07/2005	791.90	Average	7	
Maryland	Baltimore Gas and Electric Co.	C-8829	Natural Gas	11/7/1999	30.1	9.70	12.75	50.00	740.40	6/19/2000	6.4	8.61	11.05	44.48	12/1999	722.00	Average	7	
Maryland	Baltimore Gas and Electric Co.	C-8780	Natural Gas	12/1/1997	36.7	9.36	12.50	45.10	NA	2/27/1998	16.0	NA	NA	NA	01/1998	NA	Average	2	
Maryland	Baltimore Gas and Electric Co.	C-8697	Natural Gas	4/21/1995	28.7	9.54	12.50	45.20	520.90	11/20/1995	16.9	9.04	11.40	45.20	06/1995	517.80	Average	7	
Maryland	Baltimore Gas and Electric Co.	C-8487(elec)	Electric	9/25/1992	159.8	9.89	12.87	44.55	4,428.20	4/23/1993	84.9	9.40	11.75	44.55	11/1992	4,312.80	Average	7	
Maryland	Baltimore Gas and Electric Co.	C-8487(gas)	Natural Gas	9/25/1992	6.6	9.89	12.87	44.55	NA	4/23/1993	1.6	9.40	11.75	44.55	11/1992	406.30	Average	7	
Maryland	Chesapeake Utilities Corp.	C-9062	Natural Gas	5/1/2006	1.1	9.71	11.50	57.22	14.80	9/26/2006	0.8	9.03	10.75	53.00	12/2005	NA	Average	4	
Maryland	Conowingo Power Co.	C-8352	Electric	7/1/1991	16.7	11.27	13.30	39.00	NA	1/27/1992	15.7	11.00	12.65	38.92	02/1991	NA	Average	7	
Maryland	Delmarva Power & Light Co.	C-9249	Electric	12/21/2010	18.3	8.08	10.75	49.81	344.57	7/8/2011	12.2	NA	NA	NA	12/2010	NA	Average	6	
Maryland	Delmarva Power & Light Co.	C-9192	Electric	5/6/2009	14.2	8.58	11.25	49.87	310.37	12/30/2009	7.5	7.96	10.00	49.87	12/2008	306.40	Average	7	
Maryland	Delmarva Power & Light Co.	C-9093	Electric	11/17/2006	15.8	8.05	10.75	48.63	268.80	7/19/2007	14.9	7.68	10.00	48.63	09/2006	267.30	Average	8	
Maryland	Delmarva Power & Light Co.	C-8492	Electric	10/30/1992	14.6	10.07	12.50	46.00	NA	3/26/1993	7.8	NA	NA	NA	NA	NA	NA	4	
Maryland	Potomac Edison Co.	C-8652	Electric	4/15/1994	30.9	9.46	12.25	42.85	NA	9/20/1994	19.6	NA	NA	NA	12/1993	NA	Average	5	
Maryland	Potomac Edison Co.	C-8649	Electric	7/29/1992	17.6	10.06	12.75	43.82	537.40	2/24/1993	15.2	9.68	11.90	43.82	06/1992	580.50	Average	7	
Maryland	Potomac Electric Power Co.	C-9217	Electric	12/30/2009	28.2	8.63	10.75	48.87	924.12	8/6/2010	7.8	8.18	9.83	48.87	12/2009	906.04	Average	7	
Maryland	Potomac Electric Power Co.	C-9092	Electric	11/17/2006	47.3	8.34	10.75	47.69	879.96	7/19/2007	10.6	7.99	10.00	47.69	09/2006	895.50	Average	8	
Maryland	Potomac Electric Power Co.	C-8791	Electric	6/5/1998	56.3	9.23	12.00	42.47	NA	11/30/1998	19.0	NA	NA	NA	06/1998	NA	Average	5	
Maryland	Potomac Electric Power Co.	C-8773	Electric	8/20/1997	64.5	9.52	12.50	42.70	NA	11/20/1997	24.0	NA	NA	NA	06/1997	NA	Average	3	
Maryland	Potomac Electric Power Co.	C-8565	Electric	6/2/1993	49.9	9.89	12.75	44.79	NA	10/13/1993	27.0	NA	NA	NA	06/1993	NA	Average	4	
Maryland	Potomac Electric Power Co.	C-8466	Electric	6/22/1992	86.4	10.39	13.25	45.96	NA	10/27/1992	29.3	NA	NA	NA	NA	NA	NA	4	
Maryland	Washington Gas Light Co.	C-9267	Natural Gas	4/15/2011	27.8	8.59	10.45	58.22	683.37	11/14/2011	8.4	8.09	9.60	57.88	12/2010	670.54	Average	7	
Maryland	Washington Gas Light Co.	C-9104	Natural Gas	4/20/2007	33.9	8.88	11.00	56.02	667.09	11/15/2007	20.6	8.20	10.00	53.02	12/2006	645.46	Average	6	
Maryland	Washington Gas Light Co.	C-8959	Natural Gas	3/13/2003	27.2	9.39	12.25	51.64	554.20	10/31/2003	2.9	8.61	10.75	51.49	12/2002	539.60	Average	7	
Maryland	Washington Gas Light Co.	C-8920	Natural Gas	3/28/2002	31.4	9.67	12.50	53.40	NA	9/27/2002	9.3	NA	NA	NA	12/2001	NA	Average	6	
Maryland	Washington Gas Light Co.	C-8660	Natural Gas	6/1/1994	17.6	10.62	13.00	54.90	NA	10/18/1994	7.4	9.79	11.50	54.90	03/1994	NA	Average	4	
Maryland	Washington Gas Light Co.	C-8545	Natural Gas	3/31/1993	26.2	10.63	13.00	54.00	NA	7/29/1993	10.6	9.82	11.50	54.00	12/1992	NA	Average	4	
Maine	Bangor Hydro-Electric Co.	D-2006-661	Electric	1/16/2007	1.4	9.03	11.25	50.00	139.13	12/20/2007	1.1	8.60	10.20	NA	NA	NA	NA	11	
Maine	Bangor Hydro-Electric Co.	D-97-116	Electric	5/8/1997	22.8	9.88	13.60	26.72	389.30	2/21/1998	13.2	9.65	12.75	26.72	12/1996	390.70	Average	9	
Maine	Bangor Hydro-Electric Co.	D-93-062	Electric	5/17/1993	18.3	10.04	12.20	42.02	188.50	2/17/1994	11.0	9.25	10.60	41.27	12/1992	185.40	Average	9	
Maine	Central Maine Power Co.	D-92-345	Electric	3/1/1993	83.4	9.85	12.00	45.90	1,213.20	12									

Rate Case History

Past Rate Cases

					Increase Requested				Increase Authorized										
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M)	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Test Year	Rate Base (\$M)	Rate Base Valuation (\$M) Method	Lag (months)	
Michigan	Consumers Energy Co.	C-U-15190	Natural Gas	2/9/2007	88.3	7.10	11.25	41.12	2,384.10	8/21/2007	49.8	NA	NA	NA	NA	NA	NA	6	
Michigan	Consumers Energy Co.	C-U-14547	Natural Gas	7/1/2005	118.2	7.19	12.00	35.60	2,251.20	11/21/2006	80.8	6.69	11.00	35.06	12/2006	2,250.60	Average	16	
Michigan	Consumers Energy Co.	C-U-14347	Electric	12/17/2004	288.8	7.37	12.75	36.31	4,838.30	12/22/2005	177.4	6.78	11.15	36.31	12/2003	4,838.30	Average	12	
Michigan	Consumers Energy Co.	C-U-13730	Natural Gas	3/14/2003	139.0	9.60	13.50	42.11	1,568.00	10/14/2004	NA	NA	NA	NA	NA	NA	NA	19	
Michigan	Consumers Energy Co.	C-U-13000	Natural Gas	6/29/2001	105.5	8.28	12.25	35.30	1,435.00	11/7/2002	55.7	7.45	11.40	34.59	12/2002	1,378.30	Average	16	
Michigan	Consumers Energy Co.	C-U-10755	Natural Gas	12/29/1994	6.7	8.19	12.25	31.78	953.00	3/11/1996	-11.7	7.83	11.60	29.71	12/1996	945.20	Average	14	
Michigan	Consumers Energy Co.	C-U-10685	Electric	11/10/1994	88.5	8.43	13.00	31.69	3,366.60	2/5/1996	46.5	8.05	12.25	29.79	12/1996	3,366.60	Average	15	
Michigan	Consumers Energy Co.	C-U-10335	Electric	5/10/1993	129.3	7.88	12.50	30.78	3,250.30	5/10/1994	57.6	7.43	11.75	28.35	12/1994	3,168.40	Average	12	
Michigan	Detroit Edison Co.	C-U-16472	Electric	10/29/2010	357.3	6.87	11.13	40.26	10,075.50	10/20/2011	187.5	6.59	10.50	40.26	03/2012	10,016.05	Average	11	
Michigan	Detroit Edison Co.	C-U-15768	Electric	1/26/2009	377.7	7.26	11.50	39.48	9,305.00	1/11/2010	217.4	7.02	11.00	39.48	06/2010	9,172.16	Average	11	
Michigan	Detroit Edison Co.	C-U-15244	Electric	4/13/2007	284.1	7.39	11.25	41.90	9,051.60	12/23/2008	83.6	7.16	11.00	40.68	12/2009	9,042.78	Average	20	
Michigan	Detroit Edison Co.	C-U-14838	Electric	3/23/2006	45.3	7.36	11.25	41.59	7,906.80	8/31/2006	-78.8	NA	NA	NA	12/2005	NA	NA	5	
Michigan	Detroit Edison Co.	C-U-13808	Electric	6/20/2003	582.8	7.75	11.50	42.53	7,469.00	11/23/2004	373.7	7.24	11.00	38.08	12/2004	7,124.00	Average	17	
Michigan	Detroit Edison Co.	C-U-11726	Electric	7/1/1998	0.0	NA	NA	NA	NA	12/28/1998	-93.8	NA	NA	NA	NA	NA	NA	6	
Michigan	Detroit Edison Co.	C-U-10102	Electric	7/1/1992	113.0	8.32	12.50	35.10	9,211.80	1/21/1994	-78.0	7.66	11.00	32.32	12/1994	9,041.30	Average	18	
Michigan	Indiana Michigan Power Co.	C-U-16801	Electric	7/1/2011	27.4	7.38	11.15	43.08	684.74	2/15/2012	14.6	6.84	10.20	42.07	12/2012	663.29	Average	7	
Michigan	Indiana Michigan Power Co.	C-U-16180	Electric	1/27/2010	62.5	8.16	11.75	44.19	600.94	10/14/2010	35.7	7.53	10.35	44.14	12/2010	595.44	Average	8	
Michigan	Michigan Consolidated Gas Co.	C-U-15985	Natural Gas	6/9/2009	175.4	7.35	11.25	39.80	2,377.91	6/3/2010	118.6	7.19	11.00	38.78	12/2010	2,366.79	Average	11	
Michigan	Michigan Consolidated Gas Co.	C-U-13898	Natural Gas	9/30/2003	158.6	7.26	11.00	39.77	1,959.80	4/28/2005	60.8	7.19	11.00	39.31	12/2002	1,889.90	Average	19	
Michigan	Michigan Consolidated Gas Co.	C-U-10150	Natural Gas	9/1/1992	49.2	8.42	12.14	37.38	1,016.90	10/28/1993	15.7	8.04	11.50	34.97	12/1994	1,025.40	Average	14	
Michigan	Michigan Gas Utilities Corp	C-U-15990	Natural Gas	7/1/2009	8.4	7.79	12.00	47.27	189.88	12/16/2009	3.5	7.16	10.75	47.27	12/2010	NA	NA	5	
Michigan	Michigan Gas Utilities Corp	C-U-15549	Natural Gas	5/16/2008	14.0	7.97	11.25	46.49	204.04	1/13/2009	6.0	7.60	10.45	46.49	12/2009	NA	NA	8	
Michigan	Michigan Gas Utilities Corp	C-U-13470	Natural Gas	8/2/2002	14.3	8.67	12.25	39.30	170.12	3/12/2003	8.4	NA	11.40	NA	12/2003	NA	NA	7	
Michigan	Michigan Gas Utilities Corp	C-U-10960	Natural Gas	10/31/1995	5.2	8.88	11.80	42.44	139.00	3/27/1997	1.7	8.42	10.75	42.44	05/1997	132.90	Average	17	
Michigan	SEMCO Energy Inc.	C-U-16169	Natural Gas	6/29/2010	19.9	7.50	11.00	49.04	421.99	1/6/2011	8.1	7.19	10.35	NA	NA	NA	NA	6	
Michigan	SEMCO Energy Inc.	C-U-14893	Natural Gas	5/26/2006	18.9	8.23	11.90	44.18	346.00	1/9/2007	12.6	7.75	11.00	42.94	NA	NA	NA	7	
Michigan	SEMCO Energy Inc.	C-U-14338	Natural Gas	12/1/2004	11.7	7.66	11.40	46.00	313.20	3/29/2005	7.1	7.49	11.00	NA	12/2005	NA	NA	3	
Michigan	SEMCO Energy Inc.	C-U-13575	Natural Gas	11/21/2002	10.9	8.28	12.00	41.65	NA	5/2/2003	3.3	NA	11.40	NA	12/2003	NA	NA	5	
Michigan	SEMCO Energy Inc.	C-U-11220	Natural Gas	12/10/1996	5.6	9.04	11.60	42.79	NA	10/29/1997	0.4	8.59	10.75	NA	NA	NA	NA	10	
Michigan	Upper Peninsula Power Co.	C-U-16417	Electric	6/30/2011	7.7	6.88	10.75	45.74	176.04	12/20/2011	4.2	6.25	10.20	45.74	12/2012	NA	NA	5	
Michigan	Upper Peninsula Power Co.	C-U-16166	Electric	6/30/2010	15.5	7.93	11.25	50.42	168.27	12/21/2010	8.9	7.12	10.30	50.42	NA	NA	NA	5	
Michigan	Upper Peninsula Power Co.	C-U-15988	Electric	6/26/2009	12.2	8.67	12.00	49.52	145.49	12/16/2009	6.5	7.83	10.90	49.52	12/2010	NA	NA	5	
Michigan	Upper Peninsula Power Co.	C-U-14745	Electric	1/3/2006	6.2	8.10	11.50	47.12	109.90	6/27/2006	3.8	7.75	10.75	47.12	12/2006	NA	NA	5	
Michigan	Upper Peninsula Power Co.	C-U-14410	Electric	2/4/2005	5.7	8.28	12.00	47.39	100.80	4/28/2005	0.0	NA	NA	NA	NA	NA	NA	2	
Michigan	Upper Peninsula Power Co.	C-U-13497	Electric	8/2/2002	9.9	9.80	12.60	55.00	85.50	12/20/2002	4.9	8.59	11.40	NA	12/2003	NA	NA	4	
Michigan	Upper Peninsula Power Co.	C-U-10094	Electric	5/14/1992	6.3	9.75	13.35	38.96	83.10	5/11/1993	3.6	8.93	11.75	38.89	12/1993	81.30	Average	12	
Michigan	Wisconsin Electric Power Co.	C-U-15981	Electric	7/2/2009	36.5	7.27	10.75	47.61	330.59	7/1/2010	23.5	6.99	10.25	47.61	12/2010	324.37	Average	12	
Michigan	Wisconsin Electric Power Co.	C-U-15500	Electric	1/31/2008	22.0	NA	NA	NA	NA	11/13/2008	7.3	NA	10.55	NA	NA	NA	NA	9	
Minnesota	ALLETE (Minnesota Power)	D-E-015-GR-09-1151	Electric	11/2/2009	74.5	8.18	10.38	54.29	1,043.47	11/2/2010	67.5	8.18	10.38	54.29	12/2010	1,043.37	Average	12	
Minnesota	ALLETE (Minnesota Power)	D-E-015-GR-08-415	Electric	5/2/2008	45.0	8.68	11.15	54.79	713.10	5/4/2009	20.4	8.45	10.74	54.79	06/2009	703.00	Average	12	
Minnesota	ALLETE (Minnesota Power)	D-E-015-GR-94-1	Electric	1/3/1994	23.2	9.77	12.50	48.61	484.20	11/22/1994	19.0	9.33	11.60	48.61	12/1994	485.90	Average	10	
Minnesota	CenterPoint Energy Resources	D-G-008/GR-08-1075	Natural Gas	11/3/2008	59.8	8.29	11.00	50.45	691.99	11/1/2010	40.8	8.09	10.24	52.55	12/2009	635.90	Average	14	
Minnesota	CenterPoint Energy Resources	D-G-008-GR-05-1380	Natural Gas	11/2/2005	40.9	8.51	11.25	50.13	626.80	11/2/2006	21.0	7.54	9.71	46.14	12/2006	611.00	Average	12	
Minnesota	CenterPoint Energy Resources	D-G-008-GR-04-901	Natural Gas	7/14/2004	21.8	8.57	11.25	50.27	537.10	6/8/2005	9.0	8.03	10.18	50.27	09/2005	516.10	Average	10	
Minnesota	CenterPoint Energy Resources	D-G-008-GR-95-700	Natural Gas	8/11/1995	20.2	10.24	12.00	48.16	353.40	5/10/1996	12.9	9.76	11.00	48.16	09/1996	349.80	Average	9	
Minnesota	CenterPoint Energy Resources	D-G-008-GR-93-1090	Natural Gas	11/5/1993	22.7	10.26	12.00	49.80	349.20	10/24/1994	8.1	9.67	11.00	48.60	12/1994	333.10	Average	11	
Minnesota	CenterPoint Energy Resources	D-G-008-GR-92-400	Natural Gas	7/2/1992	24.8	11.19	13.00	51.66	295.20	5/3/1993	11.5	10.41	11.50	51.66	06/1993	275.10	Average	10	
Minnesota	Interstate Power & Light Co.	D-E-001/GR-10-276	Electric	5/7/2010	14.0	8.18	10.50	47.74	146.30	8/12/2011	8.4	8.11	10.35	47.74	12/2009	125.79	Average	15	
Minnesota	Interstate Power & Light Co.	D-E-001-GR-05-748	Electric	5/16/2005	4.8	9.19	11.50	50.66	134.70	3/3/2006	1.2	8.58	10.39	49.10	12/2004	135.80	Average	9	
Minnesota	Interstate Power & Light Co.	D-E-001/GR-03-767	Electric	5/19/2003	5.0	9.67	12.30	47.15	107.90	4/5/2004	0.6	9.17	11.25	47.15	12/2002	107.70	Average	10	
Minnesota	Interstate Power & Light Co.	D-E-001-GR-95-601	Electric	6/9/1995	4.6	9.43	12.25	41.06	73.22	4/8/1996	2.3	8.92	11.00	41.06	12/1994	73.10	Average	10	
Minnesota	Interstate Power & Light Co.	D-E-001-GR-91-605	Electric	8/15/1991	8.1	10.05	12.90	42.63	79.10	6/12/1992	4.9	9.20	10.90	42.63	12/1990	78.80	Average	10	
Minnesota	Minnesota Energy Resources	D-G-007,011/GR-08-835	Natural Gas	7/31/2008	18.0	8.73	11.75	48.77	189.38	6/29/2009	15.4	7.98	10.21	48.77	12/2008	189.40	Average	11	
Minnesota	Minnesota Energy Resources	D-G-007,011-GR-00-951	Natural Gas	5															

Past Rate Cases

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Rate Case History

Past Rate Cases

					Increase Requested				Increase Authorized										
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M)	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Test Year	Rate Base (\$M)	Rate Base Valuation Method	Lag (months)	
Mississippi	Mississippi Power Co.	C-93-UA-0302	Electric	7/21/1993	NA	NA	NA	NA	NA	1/4/1994	NA	NA	10.07	NA	09/1993	NA	NA	5	
Montana	MDU Resources Group Inc.	D-D2010.8.82	Electric	8/11/2010	4.9	8.78	11.00	51.15	87.25	8/2/2011	2.6	NA	NA	NA	NA	NA	NA	11	
Montana	MDU Resources Group Inc.	D-D2007.7.79	Electric	7/12/2007	7.8	8.96	11.00	50.67	62.11	4/22/2008	4.1	8.58	10.25	50.67	12/2006	NA	NA	9	
Montana	NorthWestern Energy Division	D-D2009.9.129 (elec)	Electric	10/16/2009	13.6	8.30	10.90	49.45	632.39	12/9/2010	7.0	7.92	10.25	48.00	12/2008	632.39	Average	13	
Montana	NorthWestern Energy Division	D-D2009.9.129 (gas)	Natural Gas	10/16/2009	1.5	8.30	10.90	49.45	256.71	12/9/2010	-1.0	7.92	10.25	48.00	12/2008	256.71	Average	13	
Montana	NorthWestern Energy Division	D-D2007.7.82 (elec)	Electric	7/31/2007	31.4	8.98	12.00	51.46	667.44	7/1/2008	10.0	NA	NA	NA	NA	NA	NA	11	
Montana	NorthWestern Energy Division	D-D2007.7.82 (gas)	Natural Gas	7/31/2007	10.5	8.85	11.75	51.46	264.50	7/1/2008	5.0	NA	NA	NA	NA	NA	NA	11	
Montana	NorthWestern Energy Division	D-D2000.8.113 (elec)	Electric	8/11/2000	35.9	9.68	12.75	48.52	615.10	5/8/2001	16.0	8.46	10.75	43.00	12/1999	579.96	Average	9	
Montana	NorthWestern Energy Division	D-D2000.8.113 (gas)	Natural Gas	8/11/2000	11.1	10.28	13.50	48.52	NA	5/8/2001	4.3	8.82	10.75	45.00	12/1999	255.98	Average	9	
Montana	NorthWestern Energy Division	D-D97.7.90	Electric	1/6/2000	-16.7	NA	NA	NA	NA	1/31/2002	-16.7	NA	NA	NA	NA	NA	NA	25	
Montana	NorthWestern Energy Division	D-D99.8.176	Natural Gas	8/12/1999	15.4	10.00	13.00	43.93	NA	3/28/2000	10.4	NA	NA	NA	12/1998	NA	Year-end	7	
Montana	NorthWestern Energy Division	D-D96.2.22	Natural Gas	7/29/1996	4.8	9.50	11.25	46.40	NA	10/31/1997	0.9	NA	11.25	NA	12/1995	NA	Year-end	15	
Montana	NorthWestern Energy Division	D-D95.9.128 (elec)	Electric	9/21/1995	34.9	9.73	12.50	44.96	NA	5/13/1996	32.6	NA	11.00	NA	12/1994	NA	Year-end	7	
Montana	NorthWestern Energy Division	D-D95.9.128 (gas)	Natural Gas	9/21/1995	12.0	9.73	12.50	44.96	NA	5/13/1996	6.7	NA	11.25	NA	12/1994	NA	Year-end	7	
Montana	NorthWestern Energy Division	D-94.8.30	Electric	8/22/1994	24.7	9.72	12.50	46.95	NA	4/18/1995	13.9	NA	NA	NA	12/1993	NA	Year-end	7	
Montana	NorthWestern Energy Division	D-D93.6.24 (elec)	Electric	6/22/1993	28.0	9.64	12.25	44.12	902.60	4/25/1994	7.6	9.09	11.00	44.12	12/1992	903.20	Year-end	10	
Montana	NorthWestern Energy Division	D-D93.6.24 (gas)	Natural Gas	6/22/1993	9.0	10.04	12.25	44.12	NA	4/25/1994	5.8	9.49	11.00	44.12	12/1992	NA	Year-end	10	
North Carolina	Duke Energy Carolinas LLC	D-E-7. Sub 989	Electric	7/1/2011	525.0	8.51	11.25	53.00	11,125.01	1/27/2012	368.0	8.11	10.50	53.00	12/2010	11,097.00	Year-end	7	
North Carolina	Duke Energy Carolinas LLC	D-E-7. Sub 909	Electric	6/2/2009	481.7	8.84	11.50	53.00	9,673.10	1/27/2009	315.2	8.38	10.70	52.50	12/2008	9,533.30	Year-end	6	
North Carolina	Duke Energy Carolinas LLC	D-E-7 Sub 828	Electric	6/1/2007	140.2	9.36	12.50	53.00	7,798.40	12/20/2007	-286.9	8.57	11.00	53.00	12/2006	7,833.05	Year-end	6	
North Carolina	Nantahala Power & Light Compan	D-E-13.SUB171	Electric	8/2/1996	4.6	9.22	11.00	49.61	NA	11/5/1996	4.6	9.22	11.00	49.61	12/1995	NA	Year-end	3	
North Carolina	Nantahala Power & Light Compan	D-E-13.SUB157	Electric	11/20/1992	5.3	10.88	13.00	55.51	NA	6/18/1993	4.3	10.32	12.10	56.11	12/1991	NA	Year-end	7	
North Carolina	NC Natural Gas Corp.	D-G-21.SUB442	Natural Gas	3/31/2003	47.0	10.10	12.60	51.18	418.00	10/30/2003	21.0	9.27	11.00	51.14	09/2002	394.00	Year-end	7	
North Carolina	NC Natural Gas Corp.	D-G-21.SUB431	Natural Gas	2/22/2002	47.6	9.88	12.70	54.05	NA	9/23/2002	4.1	NA	NA	NA	NA	NA	NA	7	
North Carolina	NC Natural Gas Corp.	D-G-21.SUB334	Natural Gas	5/2/1995	4.7	10.95	12.90	54.27	NA	10/27/1995	4.2	10.09	NA	NA	12/1994	NA	Year-end	5	
North Carolina	Piedmont Natural Gas Co.	D-G-9. Sub 550	Natural Gas	3/31/2008	40.5	9.17	12.00	49.59	1,232.94	10/24/2008	15.7	8.55	10.60	51.00	12/2007	1,255.67	Year-end	6	
North Carolina	Piedmont Natural Gas Co.	D-G-9.SUB499	Natural Gas	4/1/2005	36.7	9.69	12.00	55.53	994.20	11/3/2005	8.5	9.04	NA	NA	12/2004	1,040.90	Year-end	7	
North Carolina	Piedmont Natural Gas Co.	D-G-9.SUB461	Natural Gas	3/28/2002	28.2	10.17	12.60	53.08	NA	10/28/2002	13.9	9.44	11.30	52.66	11/2001	NA	Year-end	7	
North Carolina	Piedmont Natural Gas Co.	D-G-9. SUB 428	Natural Gas	3/31/2000	14.5	NA	NA	NA	NA	10/5/2000	6.0	9.70	11.30	52.71	12/1999	NA	NA	6	
North Carolina	Piedmont Natural Gas Co.	D-G-9.SUB382	Natural Gas	5/14/1996	9.9	10.64	13.00	49.74	NA	10/23/1996	3.1	10.10	NA	NA	01/1996	NA	Year-end	5	
North Carolina	Piedmont Natural Gas Co.	D-G-9.SUB351	Natural Gas	3/31/1994	10.4	10.41	12.50	49.57	NA	10/19/1994	5.2	10.15	NA	NA	12/1993	NA	Year-end	6	
North Carolina	Piedmont Natural Gas Co.	D-G-9.SUB340	Natural Gas	8/26/1993	9.6	10.62	12.90	49.67	NA	2/10/1994	1.2	10.06	NA	NA	03/1993	NA	Year-end	5	
North Carolina	Public Service Co. of NC	D-G-5. Sub 495	Natural Gas	3/31/2008	20.4	9.36	12.00	53.75	720.10	10/24/2008	9.1	8.54	10.60	54.00	12/2007	709.70	Year-end	6	
North Carolina	Public Service Co. of NC	D-G-5. Sub 481	Natural Gas	4/3/2006	28.4	9.74	12.00	53.82	594.30	10/23/2006	15.2	8.90	NA	NA	12/2005	620.40	Year-end	6	
North Carolina	Public Service Co. of NC	D-G-5.SUB386	Natural Gas	4/2/1998	21.5	10.20	12.10	52.33	NA	10/30/1998	12.4	9.82	11.40	51.91	12/1997	NA	Year-end	7	
North Carolina	Public Service Co. of NC	D-G-5.SUB356	Natural Gas	3/4/1996	15.4	11.65	14.00	56.60	NA	9/25/1996	2.7	10.37	NA	NA	12/1995	NA	Year-end	6	
North Carolina	Public Service Co. of NC	D-G-5.SUB327	Natural Gas	3/9/1994	17.2	11.15	12.90	53.65	298.60	10/7/1994	10.8	10.51	11.87	50.00	12/1993	298.60	Year-end	7	
North Carolina	Virginia Electric & Power Co.	D-E-22. Sub 459	Electric	2/15/2010	29.1	8.98	11.90	53.09	679.34	12/13/2010	3.1	8.22	10.70	51.00	12/2008	591.68	Year-end	10	
North Carolina	Virginia Electric & Power Co.	D-E-22.SUB412	Electric	5/13/2004	10.8	8.57	11.80	50.39	501.20	3/18/2005	-12.0	NA	NA	NA	12/2003	NA	NA	10	
North Carolina	Virginia Electric & Power Co.	D-E-22.SUB333	Electric	7/31/1992	17.4	10.07	13.00	44.10	367.80	2/26/1993	10.6	9.48	11.80	44.82	12/1991	367.80	Year-end	7	
North Dakota	MDU Resources Group Inc.	C-PU-10-124	Electric	4/19/2010	8.8	8.74	10.75	53.34	265.88	6/8/2011	7.6	8.74	10.75	53.34	12/2010	NA	NA	13	
North Dakota	MDU Resources Group Inc.	C-PU-399-03-296	Electric</																

Rate Case History

Past Rate Cases

Increase Requested										Increase Authorized									
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M) Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M) Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M) Date
New Jersey	New Jersey Natural Gas Co.	D-GR-07110889	Natural Gas	11/20/2007	58.4	8.45	11.38	52.47	946.70 10/3/2008	32.5	7.76	10.30	51.20 04/2008	943.35	Year-end				10
New Jersey	New Jersey Natural Gas Co.	D-GR-9304114	Natural Gas	4/5/1993	26.9	10.57	12.50	52.60	NA 1/5/1994	7.5	10.00	11.50	52.74 09/1993	NA	Year-end				9
New Jersey	New Jersey Natural Gas Co.	D-GR-91081393J	Natural Gas	8/22/1991	14.5	11.26	13.30	53.00	427.60 6/24/1992	2.2	10.55	12.20	53.00 12/1991	389.10	Year-end				10
New Jersey	Pivotal Utility Holdings Inc.	D-GR-09030195	Natural Gas	3/10/2009	17.4	8.41	11.25	49.70	444.09 12/17/2009	2.9	7.64	10.30	47.89 09/2009	420.00	Year-end				9
New Jersey	Pivotal Utility Holdings Inc.	D-GR-02040245	Natural Gas	4/16/2002	28.6	8.95	11.75	52.50	413.80 11/20/2002	14.2	7.95	10.00	NA 05/2002	NA	Year-end				7
New Jersey	Public Service Electric Gas	D-GR09050422 (EL)	Electric	5/29/2009	139.8	8.79	11.25	51.20	3,800.00 6/7/2010	73.5	8.21	10.30	51.20 12/2009	3,750.00	Year-end				12
New Jersey	Public Service Electric Gas	D-GR09050422 (G)	Natural Gas	5/29/2009	64.4	8.79	11.25	51.20	2,300.00 6/18/2010	26.5	8.21	10.30	51.20 12/2009	2,270.00	Year-end				12
New Jersey	Public Service Electric Gas	D-GR-05100845	Natural Gas	9/30/2005	136.9	8.51	11.00	48.60	1,952.80 11/9/2006	40.0	7.96	10.00	47.40 09/2005	2,140.20	Year-end				13
New Jersey	Public Service Electric Gas	D-ER-02050303	Electric	5/24/2002	298.2	8.94	11.60	41.45	3,092.00 7/9/2003	159.5	8.18	9.75	41.45 12/2002	3,092.00	Year-end				13
New Jersey	Public Service Electric Gas	D-GR-01050297	Natural Gas	5/21/2001	172.6	9.05	12.00	38.20	1,675.23 1/9/2002	90.0	8.27	10.00	NA 06/2001	1,630.00	Year-end				7
New Jersey	Public Service Electric Gas	D-ER-91111698J	Electric	11/14/1991	476.3	10.55	13.00	46.90	7,997.10 12/30/1992	235.0	10.08	12.00	NA 06/1992	7,881.30	Year-end				13
New Jersey	Public Service Electric Gas	D-GR-91111698J	Natural Gas	11/14/1991	145.5	10.55	13.00	46.90	NA 12/30/1992	48.4	10.08	12.00	NA 06/1992	NA	Year-end				13
New Jersey	Rockland Electric Company	D-ER-09080668	Electric	8/17/2009	13.7	8.57	11.00	49.85	149.53 5/12/2010	9.8	8.21	10.30	49.85 12/2009	148.64	Year-end				8
New Jersey	Rockland Electric Company	D-ER-06060483	Electric	6/30/2006	13.2	8.70	11.00	49.70	135.30 3/22/2007	6.4	7.83	9.75	46.51 12/2006	131.00	Year-end				8
New Jersey	Rockland Electric Company	D-ER-02100724	Electric	10/1/2002	3.2	9.33	12.00	51.01	129.00 7/16/2003	-7.2	8.02	9.75	46.00 04/2003	112.30	Year-end				9
New Jersey	Rockland Electric Company	D-ER-9103036J	Electric	3/18/1991	12.9	10.69	13.10	44.86	NA 1/21/1992	5.1	10.17	12.00	44.05 10/1991	93.90	Year-end				10
New Jersey	South Jersey Gas Co.	D-GR-10010035	Natural Gas	1/15/2010	70.0	8.91	11.50	54.27	868.57 9/16/2010	45.0	8.21	10.30	51.20 06/2010	821.89	Year-end				8
New Jersey	South Jersey Gas Co.	D-GR-03080683	Natural Gas	8/29/2003	46.5	9.14	12.00	50.10	667.90 7/8/2004	20.0	7.97	10.00	46.00 02/2004	622.80	Year-end				10
New Jersey	South Jersey Gas Co.	D-GR-96010032	Natural Gas	1/16/1996	26.5	10.40	13.00	44.35	NA 1/27/1997	6.0	9.82	11.25	44.35 06/1996	389.60	Year-end				12
New Jersey	South Jersey Gas Co.	D-GR-94010002	Natural Gas	7/17/1994	26.6	10.36	12.75	48.14	365.20 12/14/1994	12.1	9.51	11.50	39.18 06/1994	358.20	Year-end				11
New Jersey	South Jersey Gas Co.	D-GR-91071243J	Natural Gas	7/19/1991	18.5	10.50	12.50	41.99	310.00 8/10/1992	-0.6	10.34	12.10	NA 09/1991	269.00	Year-end				12
New Mexico	El Paso Electric Co.	C-09-00171-UT	Electric	5/29/2009	12.7	9.06	11.50	49.35	339.27 12/10/2009	5.5	NA	NA	NA NA	339.27	Year-end				6
New Mexico	El Paso Electric Co.	C-06-00258-UT	Electric	6/30/2006	31.7	8.35	11.00	49.10	300.00 7/3/2007	5.5	NA	NA	NA 12/2005	NA	Year-end				12
New Mexico	El Paso Electric Co.	C-2722	Electric	3/3/1997	8.6	9.14	12.00	39.44	NA 9/24/1998	-4.6	NA	NA	NA 09/1996	NA	Year-end				19
New Mexico	New Mexico Gas Company	C-11-00042-UT	Natural Gas	3/25/2011	34.5	8.37	11.25	52.00	527.68 1/31/2012	21.5	7.48	10.00	52.00 09/2010	511.68	Year-end				10
New Mexico	Public Service Co. of NM	C-10-00086-UT	Electric	6/12/2010	165.2	9.43	11.75	49.62	1,858.51 8/8/2011	72.1	8.41	10.00	51.28 06/2010	1,802.31	Year-end				14
New Mexico	Public Service Co. of NM	C-08-00273-UT	Electric	9/22/2008	123.3	9.40	11.75	50.47	1,599.19 5/28/2009	77.1	8.77	10.50	50.47 03/2008	1,489.00	Year-end				8
New Mexico	Public Service Co. of NM	C-07-00077-UT	Electric	2/21/2007	76.8	8.57	10.75	51.37	1,230.32 4/24/2008	34.4	8.24	10.10	51.37 09/2006	1,191.64	Year-end				14
New Mexico	Public Service Co. of NM	C-06-00210-UT	Natural Gas	5/30/2006	21.3	8.72	11.00	51.80	409.20 6/29/2007	8.6	7.96	9.53	51.80 12/2005	377.30	Year-end				13
New Mexico	Public Service Co. of NM	C-03-00017-UT	Natural Gas	1/10/2003	37.6	9.02	12.00	48.00	365.60 1/13/2004	22.0	8.16	10.25	47.77 09/2002	351.00	Year-end				12
New Mexico	Public Service Co. of NM	C-3137	Electric	10/10/2002	-35.2	NA	NA	NA	NA 1/28/2003	-35.2	NA	NA	NA NA	NA	Year-end				3
New Mexico	Public Service Co. of NM	C-2761	Electric	11/3/1997	4.9	9.57	12.60	50.22	944.10 1/13/2008	-11.5	9.57	12.60	50.22 12/1996	913.90	Year-end				13
New Mexico	Public Service Co. of NM	C-2662	Natural Gas	8/28/1995	13.3	9.93	12.20	50.93	220.10 2/13/1997	-7.0	9.18	11.00	50.50 03/1995	209.20	Year-end				17
New Mexico	Public Service Co. of NM	C-2567	Electric	1/12/1994	-30.0	NA	11.06	44.19	NA 11/28/1994	-30.0	8.79	11.06	44.19 12/1992	859.00	Year-end				10
New Mexico	Southwestern Public Service Co	C-10-00395-UT	Electric	2/28/2011	19.9	9.04	11.25	51.11	390.28 12/28/2011	13.5	NA	NA	NA NA	NA	Year-end				10
New Mexico	Southwestern Public Service Co	C-08-00354-UT	Electric	12/18/2008	24.6	9.50	12.00	50.00	321.00 7/14/2009	14.2	NA	NA	NA NA	NA	Year-end				6
New Mexico	Southwestern Public Service Co	C-07-00319-UT	Electric	7/30/2007	18.9	8.56	10.75	51.23	310.01 8/26/2008	13.1	8.27	10.18	51.23 12/2006	284.33	Year-end				13
New Mexico	Southwestern Public Service Co	C-2798	Electric	5/5/1998	-1.7	9.56	11.74	49.20	NA 11/30/1998	-6.0	NA	NA	NA 12/1997	NA	Year-end				6
New Mexico	Southwestern Public Service Co	C-2573	Electric	2/25/1994	-4.0	NA	NA	NA	NA 9/6/1994	-4.0	NA	NA	NA 09/1992	NA	Year-end				6
New Mexico	Texas-New Mexico Power Co.	C-3643	Electric	7/3/2001	6.4	9.05	11.50	40.70	NA 1/22/2002	4.2	7.35	10.00	NA 12/2000	NA	Year-end				6
Nevada	Nevada Power Co.	D-11-06006	Electric	6/6/2011	249.9	8.72	11.44	44.38	5,586.97 12/23/2011	158.6	8.17	10.19	44.38 12/2010	5,478.59	Year-end				6
Nevada	Nevada Power Co.	D-08-12002	Electric	12/1/2008	305.7	8.86	11.26	44.15	5,009.51 6/24/2009	222.7	8.66	10.80	44.15 06/2008	4,680.90	Year-end				6
Nevada	Nevada Power Co.	D-06-11022	Electric	11/15/2006	156.8	9.39	11.40	47.29	3,320.80 5/23/2007	120.5	9.06	10.70	47.29 06/2006	3,296.50	Year-end				6
Nevada	Nevada Power Co.	D-03-10001	Electric	10/1/2003	133.5	10.00	12.40	37.12	2,421.10 3/26/2004	48.0	9.03	10.25	33.97 05/2003	2,257.10	Year-end				5
Nevada	Nevada Power Co.	D-01-10001	Electric	10/1/2001	22.9	9.30	12.25	42.59	2,148.00 3/27/2002	-40.2	8.37	10.10	42.59 05/2001	2,087.80	Year-end				5
Nevada	Nevada Power Co.	D-93-11045	Electric	1/10/1994	29.1	9.70	12.50	NA	NA 7/14/1994	-6.3	NA	NA	NA NA	NA	Year-end				6
Nevada	Nevada Power Co.	D-92-1067	Electric	1/30/1992	25.6	10.08	12.75	42.87	1,005.30 8/6/1992	22.2	10.02	12.50	41.82 10/1991	994.40	Year-end				6
Nevada	Sierra Pacific Power Co.	D-10-06001	Electric	6/1/2010	29.4	8.35	11.20	44.11	1,595.77 12/20/2010	13.1	8.06	10.60	44.11 12/2009	1,580.15	Year-end				6
Nevada	Sierra Pacific Power Co.	D-10-06002	Natural Gas	6/1/2010	4.3	5.51	10.80	44.11	185.36 12/20/2010	2.8	5.18	10.10	44.11 12/2009	185.63	Year-end				6
Nevada	Sierra Pacific Power Co.	D-07-12001	Electric	12/3/2007	105.7	8.73	11.50	45.19	1,553.54 6/27/2008	87.1	8.60	11.04	43.49 06/2007	1,524.32	Year-end				6
Nevada	Sierra Pacific Power Co.	D-05-10003	Electric	10/3/2005	-4.0	9.28	11.40	40.76	1,097.20 4/26/2006	-14.0	8.96	10.60	40.76 05/2005	1,066.70	Year-end				6
Nevada	Sierra Pacific Power Co.	D-05-10005	Natural Gas	10/3/2005	8.3	8.29	11.40	40.76	143.70 4/26/2006	4.9	7.98	10.60	40.76 05/2005	149.60	Year-end				6
Nevada	Sierra Pacific Power Co.	D-03-12002	Electric	12/1/2003	87.0	10.10	12.40	39.79	1,151.60 5/27/2004	46.7	9.26	10.25	35.77 07/2003	1,121.00	Year-end				5
Nevada	Sierra Pacific Power Co.	D-01-11030	Electric	11/30/2001	15.9	9.42	12.25	39.19	983.00 5/28/2002	-13.7	8.61	10.17	39.19 07/2001	973.70	Year-end				5
Nevada	Sierra Pacific Power Co.	D-94-6020	Electric	6/15/1994	16.6	9.54	11.78	45.56	NA 10/12/1994	0.0	NA	NA	NA 01/1994	NA	Year-end				3
Nevada	Sierra Pacific Power Co.	D-94-6021	Natural Gas	6/15/1994	4.1	9.33	12.42	45.20	NA 10/12/1994	0.0	NA	NA	NA 01/1994	NA	Year-end				3
Nevada	Sierra Pacific Power Co.	D-92-12021	Natural Gas	12/15/1992	3.7	12.20	12.75	40.35	NA 6/7/1993	1.8	8.70	11.50	38.22 01/1993	NA	Year-end				5
Nevada	Sierra Pacific Power Co.	D-91-7079	Electric	7/26/1991	11.7	10.20	12.74	43.46	676.30 1/31/1992	4.9	10.00	12.00	44.63 03/1990	669.30	Year-end				6
Nevada	Sierra Pacific Power Co.	D-91-7080	Natural Gas	7/26/1991	2.9	9.24	12.74	48.00	NA 1/31/1992	1.4	8.36	12.00	42.01 03/1990	NA	Year-end				6
Nevada	Southwest Gas Corp.	D-09-04003 (Southern)	Natural Gas	4/3/2009	26.5	7.70	10.80	47.09	823.42 10/28/2009	17.6	7.40	10.15	47.09 11/2008	819.70	Year-end				6
Nevada	Southwest Gas Corp.	D-09-04003 (Northern)	Natural Gas	4/3/2009	1.3	8.60	10.80	47.09	119.12 10/28/2009	-0.5	8.30	10.15	47.09 11/2008	116.60	Year-end				6</

Rate Case History

Past Rate Cases

					Increase Requested					Increase Authorized										
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M)	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap	Test Year (%) End	Rate Base Valuation (\$M) Method	Lag (months)			
Nevada	Southwest Gas Corp.	D-93-3004(Southern)	Natural Gas	3/1/1993	9.4	10.03	12.50	45.00	186.10	10/25/1993	-0.6	8.89	11.55		36.00/11/1992	184.40 Year-end	7			
New York	Brooklyn Union Gas Co.	C-06-G-1185	Natural Gas	7/21/2006	180.7	NA	11.00	NA	NA	12/19/2007	46.9	NA	9.80		NA 12/2008	1,900.00 NA	17			
New York	Brooklyn Union Gas Co.	C-95-G-0761	Natural Gas	8/28/1995	0.0	NA	NA	NA	NA	9/27/1996	-3.8	NA	NA		NA NA	NA NA	13			
New York	Brooklyn Union Gas Co.	C-93-G-0941	Natural Gas	11/4/1993	26.8	9.20	11.40	50.80	1,317.30	9/29/1994	1.3	8.99	11.00		49.59/09/1995	1,306.50 Average	10			
New York	Central Hudson Gas & Electric	C-09-E-0588	Electric	7/31/2009	26.3	7.44	10.00	48.00	694.12	6/16/2010	11.8	7.43	10.00		48.00/06/2011	692.91 Average	10			
New York	Central Hudson Gas & Electric	C-09-G-0589	Natural Gas	7/31/2009	7.8	7.44	10.00	48.00	190.04	6/16/2010	5.7	7.43	10.00		48.00/06/2011	190.12 Average	10			
New York	Central Hudson Gas & Electric	C-08-E-0887	Electric	7/31/2008	66.1	7.34	10.05	48.00	678.04	6/22/2009	39.6	7.28	10.00		47.00/06/2010	674.36 Average	10			
New York	Central Hudson Gas & Electric	C-08-G-0888	Natural Gas	7/31/2008	20.2	7.34	10.05	48.00	183.88	6/22/2009	13.8	7.28	10.00		47.00/06/2010	183.21 Average	10			
New York	Central Hudson Gas & Electric	C-05-E-0934	Electric	7/29/2005	60.6	7.66	10.75	46.98	536.80	7/24/2006	17.9	7.05	9.60		45.00/03/2006	544.00 Average	12			
New York	Central Hudson Gas & Electric	C-05-G-0935	Natural Gas	7/29/2005	19.5	7.66	10.75	46.98	152.40	7/24/2006	8.0	7.05	9.60		45.00/03/2006	149.50 Average	12			
New York	Central Hudson Gas & Electric	C-00-E-1273	Electric	8/1/2000	13.6	9.03	11.50	50.59	NA	10/24/2001	-2.0	7.53	10.30		47.00/06/2002	380.20 Average	14			
New York	Central Hudson Gas & Electric	C-00-G-1274	Natural Gas	8/1/2000	3.4	9.03	11.50	50.59	NA	10/24/2001	0.0	7.53	10.30		47.00/06/2002	NA Average	14			
New York	Central Hudson Gas & Electric	C-95-G-1034	Natural Gas	11/11/1995	5.9	9.22	11.50	50.75	119.20	10/3/1996	0.0	8.45	10.00		50.75/10/1997	117.90 Average	10			
New York	Central Hudson Gas & Electric	C-92-E-1055	Electric	11/12/1992	30.0	9.15	11.75	44.28	798.20	12/16/1993	5.1	8.58	10.60		44.61/10/1994	775.30 Average	13			
New York	Central Hudson Gas & Electric	C-92-G-1056	Natural Gas	11/12/1992	1.8	9.15	11.75	44.28	NA	12/16/1993	0.0	8.58	10.60		44.61/10/1994	104.30 Average	13			
New York	Central Hudson Gas & Electric	C-91-E-0506	Electric	5/17/1991	30.3	9.90	12.50	41.48	801.90	4/9/1992	18.3	9.08	11.45		41.48/04/1993	764.50 Average	10			
New York	Consolidated Edison Co. of NY	C-09-G-0795	Natural Gas	11/6/2009	160.8	8.13	10.80	48.15	3,093.34	9/16/2010	47.1	7.46	9.60		48.00/09/2011	3,027.17 Average	10			
New York	Consolidated Edison Co. of NY	C-09-E-0428	Electric	5/8/2009	853.0	8.29	10.90	48.00	15,107.00	3/25/2010	540.8	7.76	10.15		48.00/03/2011	14,887.00 Average	10			
New York	Consolidated Edison Co. of NY	C-08-E-0539	Electric	5/9/2008	819.0	7.97	10.00	48.47	14,483.00	4/24/2009	523.4	7.79	10.00		48.00/03/2010	14,097.32 Average	11			
New York	Consolidated Edison Co. of NY	C-07-E-0523	Electric	5/4/2007	1,201.5	8.58	11.50	48.45	13,275.16	3/25/2008	425.3	7.34	9.10		47.98/03/2009	12,586.86 Average	10			
New York	Consolidated Edison Co. of NY	C-06-G-1332	Natural Gas	11/2/2006	192.3	8.66	11.60	48.33	2,468.91	9/25/2007	67.4	7.63	9.70		48.00/09/2008	2,306.59 Average	10			
New York	Consolidated Edison Co. of NY	C-04-E-0572	Electric	4/30/2004	471.7	8.90	12.00	49.00	9,368.00	3/24/2005	104.6	8.08	10.30		48.00/03/2006	9,280.70 Average	10			
New York	Consolidated Edison Co. of NY	C-03-G-1671	Natural Gas	11/21/2003	107.5	9.02	12.00	49.30	1,953.80	9/27/2004	46.8	8.06	10.30		48.00/09/2005	1,952.30 Average	10			
New York	Consolidated Edison Co. of NY	C-00-G-1456	Natural Gas	3/1/2002	-25.0	NA	11.50	NA	NA	4/17/2002	-25.0	NA	11.50		NA 09/2004	NA Average	1			
New York	Consolidated Edison Co. of NY	C-94-E-0344	Electric	4/29/1994	223.4	10.04	12.75	52.00	8,705.20	4/6/1995	0.0	9.18	11.10		52.00/03/1996	8,684.70 Average	11			
New York	Consolidated Edison Co. of NY	C-93-G-0996	Natural Gas	11/19/1993	19.1	9.40	11.60	52.00	1,267.40	9/29/1994	7.7	9.06	10.90		52.00/09/1995	1,283.20 Average	10			
New York	Consolidated Edison Co. of NY	C-91-E-0462	Electric	5/3/1991	392.5	10.25	13.00	50.00	7,802.40	4/14/1992	250.5	9.47	11.50		52.09/03/1993	7,781.00 Average	11			
New York	KeySpan Gas East Corp.	C-06-G-1186	Natural Gas	7/21/2006	145.0	NA	11.00	NA	NA	12/19/2007	82.4	NA	9.80		NA 12/2008	1,600.00 NA	17			
New York	Long Island Lighting Co	C-93-E-1123	Electric	12/30/1993	0.0	9.45	11.00	30.22	6,863.20	4/7/1995	0.0	9.45	11.00		30.22/11/1995	6,816.20 Average	15			
New York	Long Island Lighting Co	C-93-G-0002	Natural Gas	12/31/1992	31.3	9.71	11.20	29.78	NA	12/23/1993	25.6	9.39	10.10		29.75/11/1994	NA Average	11			
New York	Long Island Lighting Co	C-91-G-1328	Natural Gas	12/31/1991	53.1	10.49	12.00	27.23	696.60	11/25/1992	4.6	9.97	11.00		26.79/11/1993	700.00 Average	11			
New York	National Fuel Gas Dist Corp.	C-07-G-0141	Natural Gas	1/29/2007	52.0	9.03	11.65	51.09	710.96	12/21/2007	1.8	7.61	9.10		44.35/12/2008	698.94 Average	10			
New York	National Fuel Gas Dist Corp.	C-04-G-1047	Natural Gas	8/27/2004	60.9	9.10	11.88	51.09	686.10	7/22/2005	21.0	NA	NA		NA 07/2006	NA Average	10			
New York	National Fuel Gas Dist Corp.	C-98-G-1291	Natural Gas	9/10/1998	-7.2	NA	NA	NA	NA	10/21/1998	-7.2	NA	NA		NA NA	NA NA	1			
New York	National Fuel Gas Dist Corp.	C-95-G-1009	Natural Gas	11/2/1995	28.9	9.56	11.50	51.70	NA	7/11/1996	14.4	NA	NA		NA 09/1997	NA Average	8			
New York	National Fuel Gas Dist Corp.	C-94-G-0604	Natural Gas	10/21/1994	34.0	9.75	11.37	54.70	598.00	9/15/1995	14.2	9.10	10.40		54.70/09/1996	574.00 Average	10			
New York	National Fuel Gas Dist Corp.	C-93-G-																		

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Rate Case History

Past Rate Cases

State	Company	Case Identification	Service	Date	Increase Requested				Common Equity /Total Cap (%)	Increase Authorized				Common Equity /Total Cap Test Year (%) End	Rate Base Valuation		Lag (months)
					Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)			Rate Base (\$M) Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)		Rate Base	Rate Base Valuation Method	
Oregon	PacifiCorp	D-UE-179	Electric	2/23/2006	116.7	9.08	11.50		52.80	2,302.20 9/14/2006	43.0	8.16	10.00	50.00 12/2007	2,301.30	Average	6
Oregon	PacifiCorp	D-UE-170	Electric	11/15/2004	52.5	8.06	10.00		47.56	2,175.70 9/28/2005	25.9	8.06	10.00	47.56 12/2006	2,175.70	Average	10
Oregon	PacifiCorp	D-UE-147	Electric	3/18/2003	57.9	8.80	11.50		44.95	2,115.00 8/26/2003	8.5	8.28	10.50	46.00 03/2004	2,109.00	Average	5
Oregon	PacifiCorp	D-UE-116	Electric	11/1/2000	103.0	9.08	11.50		47.60	2,400.00 9/7/2001	64.4	8.61	10.75	46.30 12/2001	2,393.70	Average	10
Oregon	PacifiCorp	D-UE-111	Electric	11/5/1999	61.8	9.10	11.25		48.80	NA 9/25/2000	13.6	8.71	NA	NA 12/1998	NA	Average	10
Oregon	PacifiCorp	D-UE-94	Electric	9/1/1995	124.9	9.83	12.25		46.60	NA 7/10/1996	26.8	NA	NA	NA 06/1997	NA	Average	10
Oregon	Portland General Electric Co.	D-UE 215	Electric	2/16/2010	157.8	8.29	10.50		50.00	3,243.60 12/17/2010	100.2	8.03	10.00	50.00 12/2011	3,150.00	Average	10
Oregon	Portland General Electric Co.	D- UE 204	Electric	10/24/2008	12.9	NA	NA		NA	NA 1/22/2010	9.8	NA	NA	NA NA	NA	NA	15
Oregon	Portland General Electric Co.	D-UE-197	Electric	2/27/2008	162.2	8.33	10.10		50.00	2,275.80 12/29/2008	120.0	8.28	10.00	50.00 12/2009	2,278.33	Average	10
Oregon	Portland General Electric Co.	D-UE-180	Electric	3/13/2006	53.5	8.87	10.75		53.30	2,027.20 1/12/2007	20.5	8.29	10.10	50.00 12/2007	2,008.70	Average	10
Oregon	Portland General Electric Co.	D-UE-115	Electric	10/2/2000	324.0	9.74	11.50		52.16	NA 8/31/2001	440.0	9.08	10.50	52.16 12/2002	NA	Average	11
Oregon	Portland General Electric Co.	D-UE-88	Electric	11/8/1993	59.0	9.54	11.50		44.30	NA 3/29/1995	51.0	9.51	11.60	45.44 12/1995	NA	Average	16
Pennsylvania	Columbia Gas of Pennsylvania	D-R-2010-2215623	Natural Gas	1/14/2011	37.8	8.74	11.60		52.23	809.37 10/14/2011	17.0	NA	NA	NA 09/2011	NA	Average	9
Pennsylvania	Columbia Gas of Pennsylvania	C-R-2009-2149262	Natural Gas	1/28/2010	32.3	8.91	11.70		52.00	701.19 8/18/2010	12.0	NA	NA	NA 09/2009	NA	Average	6
Pennsylvania	Columbia Gas of Pennsylvania	C-R-2008-2011621	Natural Gas	1/28/2008	58.9	8.72	11.38		52.34	634.58 10/23/2008	41.5	NA	NA	NA 09/2007	NA	Average	8
Pennsylvania	Columbia Gas of Pennsylvania	C-R-953460	Natural Gas	9/29/1995	28.4	10.75	12.95		55.38	NA 1/12/1996	12.5	NA	NA	NA 04/1996	NA	Year-end	3
Pennsylvania	Columbia Gas of Pennsylvania	C-R-943001	Natural Gas	1/28/1994	31.8	9.98	12.50		40.38	NA 7/22/1994	16.6	NA	NA	NA 09/1994	NA	Year-end	5
Pennsylvania	Duquesne Light Co.	D-R-2010-2179522	Electric	7/23/2010	87.3	8.78	11.25		52.42	1,439.93 2/24/2011	45.7	NA	NA	NA 03/2011	NA	Average	7
Pennsylvania	Duquesne Light Co.	C-R-00061346	Electric	4/7/2006	163.0	NA	11.75		48.00	1,200.00 11/30/2006	117.0	NA	NA	45.00 12/2006	NA	Average	7
Pennsylvania	Equitable Gas Company	C-R-2008-2029325	Natural Gas	6/30/2008	52.0	8.89	11.95		50.00	583.25 2/26/2009	38.4	NA	NA	NA 12/2008	NA	Average	8
Pennsylvania	Equitable Gas Company	C-R-963858	Natural Gas	2/28/1997	28.2	9.95	12.25		53.14	NA 10/14/1997	15.8	NA	NA	NA 09/1997	NA	Average	9
Pennsylvania	Equitable Gas Company	C-R-912164	Natural Gas	12/28/1991	21.0	11.10	12.75		48.50	NA 7/27/1992	5.0	NA	NA	NA 08/1992	NA	Average	6
Pennsylvania	Metropolitan Edison Co.	C-R-00061366	Electric	4/10/2006	216.8	8.99	12.00		49.00	998.70 1/11/2007	58.7	7.52	10.10	49.00 12/2006	968.50	Year-end	9
Pennsylvania	Metropolitan Edison Co.	C-R-922314	Electric	4/24/1992	67.2	10.82	13.50		48.03	1,237.40 1/21/1993	11.1	9.59	11.25	46.23 12/1992	1,231.40	Year-end	9
Pennsylvania	National Fuel Gas Dist Corp.	C-R-00061493	Natural Gas	5/31/2006	25.9	9.48	12.25		51.50	297.00 11/30/2006	14.3	NA	NA	NA 12/2005	NA	Average	6
Pennsylvania	National Fuel Gas Dist Corp.	C-R-00049656	Natural Gas	9/15/2004	22.8	9.16	11.88		51.50	279.30 3/30/2005	12.0	NA	NA	NA 05/2004	NA	Year-end	6
Pennsylvania	National Fuel Gas Dist Corp.	C-R-00038168	Natural Gas	5/15/2003	16.5	9.92	12.75		53.00	262.50 12/23/2003	3.5	NA	NA	NA 09/2003	NA	Year-end	7
Pennsylvania	National Fuel Gas Dist Corp.	C-R-953299	Natural Gas	3/15/1995	22.0	10.98	12.35		53.30	NA 9/27/1995	6.0	NA	NA	NA NA	NA	Average	6
Pennsylvania	National Fuel Gas Dist Corp.	C-R-942981	Natural Gas	3/8/1994	15.4	10.31	12.75		53.20	216.70 12/1/1994	4.8	9.39	11.00	53.20 11/1993	209.80	Year-end	8
Pennsylvania	National Fuel Gas Dist Corp.	C-R-832548	Natural Gas	3/31/1993	33.4	9.98	12.40		52.90	NA 12/1/1993	11.9	NA	NA	NA 12/1993	NA	Average	8
Pennsylvania	PECO Energy Co.	D-R-2010-2161575	Electric	3/31/2010	316.4	8.95	11.75		53.18	3,236.00 12/16/2010	225.0	NA	NA	NA 12/2010	NA	Average	8
Pennsylvania	PECO Energy Co.	D-R-2010-2161592	Natural Gas	3/31/2010	43.8	8.95	11.75		53.18	1,099.60 12/16/2010	19.6	NA	NA	NA 12/2010	NA	Average	8
Pennsylvania	PECO Energy Co.	C-R-2008-2028394	Natural Gas	3/31/2008	98.3	8.87	11.50		54.34	1,104.31 10/23/2008	76.5	NA	NA	NA 12/2007	NA	Average	6
Pennsylvania	Pennsylvania Electric Co.	C-R-00061367	Electric	4/10/2006	163.9	9.23	12.00		49.00	1,092.20 1/11/2007	50.2	7.92	10.10	49.00 12/2006	1,067.70	Year-end	9
Pennsylvania	Peoples Natural Gas Co. LLC	D-R-2010-2201702	Natural Gas	10/28/2010	70.2	8.61	11.50		49.99	687.83 6/9/2011	53.0	NA	NA	NA 06/2011	NA	Average	7
Pennsylvania	Peoples Natural Gas Co. LLC	C-R-943252	Natural Gas	2/15/1995	32.8	11.02	13.00		59.65	NA 8/3/1995	8.0	NA	NA	NA NA	NA	Average	5
Pennsylvania	Peoples Natural Gas Co. LLC	C-R-932866.932915	Natural Gas	10/28/1993	28.4	10.00	12.25		58.98	NA 7/21/1994	7.5	NA	NA	NA 06/1994	NA	Year-end	8
Pennsylvania	Peoples Natural Gas Co. LLC	C-R-922180	Natural Gas	1/29/1992	39.8	10.80	13.25		55.43	NA 10/27/1992	11.0	NA	NA	NA 09/1990	NA	Year-end	9
Pennsylvania	PPL Electric Utilities Corp.	D-R-2010-2161694	Electric	3/31/2010	114.7	9.11	11.75		48.37	2,244.96 12/16/2010	77.5	NA	NA	NA 12/2010	NA	Average	8
Pennsylvania	PPL Electric Utilities Corp.	C-R-00072155	Electric	3/29/2007	83.6	8.36	11.50		43.13	2,024.00 12/6/2007	55.0	NA	NA	NA 12/2007	NA	Average	8
Pennsylvania	PPL Electric Utilities Corp.	C-R-00049255	Electric	3/29/2004	216.6	8.80	11.50		46.87	1,837.00 12/22/2004	194.3	8.43	10.70	46.87 12/2004	1,836.90	Year-end	8
Pennsylvania	PPL Electric Utilities Corp.	C-R-943217	Electric	12/30/1994	261.6	10.23	13.00		45.88	5,017.70 9/27/1995	85.2	9.54	11.50	45.88 09/1995	5,017.70	Year-end	9
Pennsylvania	UGI Central Penn Gas	D-R-2010-2214415	Natural Gas	1/14/2011	16.5	9.11	11.60		53.56	232.13 8/11/2011	8.9	NA	NA	NA 09/2011	NA	Average	6
Pennsylvania	UGI Central Penn Gas	D-R-2008-2079675	Natural Gas	1/29/2009	19.6	8.95	12.25		49.03	253.96 8/27/2009	10.0	NA	NA	NA 09/2009	NA	Average	7
Pennsylvania	UGI Central Penn Gas	C-R-00061398	Natural Gas	4/27/2006	12.7	9.35	11.75		55.68	194.60 2/8/2007	8.1	8.44	10.40	51.79 12/2006	194.30	Year-end	9
Pennsylvania	UGI Central Penn Gas	C-R-005236	Natural Gas	6/30/2000	14.4	10.94	12.75		56.58	NA 1/11/2001	9.3	NA	NA	NA 12/2000	NA	Year-end	6
Pennsylvania	UGI Central Penn Gas	C-R-984280	Natural Gas	3/16/1998	15.0	9.47	11.40		46.05	NA 10/16/1998	7.4	NA	NA	NA 12/1997	NA	Year-end	7
Pennsylvania	UGI Central Penn Gas	C-R-963612	Natural Gas	5/24/1996	14.1	10.29	11.70		43.10	NA 12/19/1996	7.5	NA	NA	NA 12/1996	NA	Year-end	6
Pennsylvania	UGI Penn Natural Gas	D-R-2008-2079660	Natural Gas	1/29/2009	38.1	8.95	12.25		49.03	423.30 8/27/2009	19.8	NA	NA	NA 09/2009	NA	Average	7
Pennsylvania	UGI Penn Natural Gas	C-R-00061365	Natural Gas	4/13/2006	29.8	8.94	11.95		46.00	386.60 11/30/2006	12.5	NA	NA	NA 12/2006	NA	Average	7
Pennsylvania	UGI Penn Natural Gas	C-R-005119	Natural Gas	4/3/2000	17.9	10.21	12.80		50.00	NA 12/7/2000	10.8	NA	NA	NA 12/1999	NA	Year-end	8
Pennsylvania	UGI Utilities Inc.	C-R-954534	Electric	1/26/1996	6.2	10.18	12.75		46.67	NA 7/18/1996	3.1	NA	NA	NA 09/1995	NA	Year-end	5
Pennsylvania	UGI Utilities Inc.	C-R-953297	Natural Gas	1/27/1995	41.3	10.77	13.50		44.47	NA 8/31/1995	19.5	NA	NA	NA NA	NA	Average	7
Pennsylvania	West Penn Power Co.	C-R-942986	Electric	3/31/1994	80.1	9.48	12.25		45.50	1,834.20 12/15/1994	57.3	9.15	11.50	45.50 12/1994	1,830.10	Year-end	8
Pennsylvania	West Penn Power Co.	C-R-922378	Electric	8/18/1992	86.0	10.30	12.90		44.50	1,620.40 5/14/1993	53.6	9.45	11.50	44.50 06/1993	1,552.90	Year-end	8
Rhode Island	Narragansett Electric Co.	D-3943	Natural Gas	4/1/2008	18.1	9.19	11.50		47.71	285.24 11/24/2008	13.7	NA	10.50	NA 06/2007	NA	Average	7
Rhode Island	Narragansett Electric Co.	D-3617	Electric	6/29/2004	-10.2	8.89	10.50		50.00	NA 11/9/2004	-10.2	8.89	10.50	50.00 NA	NA	Average	4
Rhode Island	Narragansett Electric Co.	D-2290	Electric	3/1/1995	30.5	9.67	12.00		47.17	NA 11/17/1995	14.6	9.24	11.00	47.27 06/1994	NA	Average	8
Rhode Island	Narragansett Electric Co.	D-2286	Natural Gas	2/16/1995	13.2	10.28	13.00		45.10	167.40 11/17/1995	4.0	9.21	10.90	43.13 09/1996	149.80	Average	9
Rhode Island	Narragansett Electric Co.	D-2082	Natural Gas	1/15/1993	6.5	10.94	13.40		47.69	133.40 10/14/1993	0.7	9.32	11.20	43.09 09/1996	132.40	Average	9
Rhode Island	Narragansett Electric Co.	D-2036	Electric	12/27/1991	6.1	10.97	12.70		40.00	NA 9/28/1992	3.7	NA	11.40	40.00 09/1993	NA	Year-end	9
Rhode Island	Narragansett Electric Co.	D-2019	Electric	7/12/1991	9.0	10.42	12.50		48.11	288.30 4/10/1992	3.5	9.94	11.50	48.11 03/1993	289.00	Average	9
Rhode Island	Narragansett Electric Co.	D-2016	Electric	6/17/1991	5.1	10.79	12.70		42.05	65.10 3/16/1992	3.0	10.26	11.43	42.05 12/1990	65.30	Average	9
Rhode Island	Narragansett Electric Co.	D-4065	Electric	NA	67.6	8.98	11.60		50.05	580.00 2/9/2010	23.5	7.20	9.80	42.75 12/2008	550.67	Average	9
South Carolina	Duke Energy Carolinas LLC	D-2011-271-E	Electric	8/5/2011	215.5	8.63	11.50		53.00	4,094.85 1/25/2012	92.8	8.10	10.50	53.00 12/2010	3,963.06	Year-end	5
South Carolina	Duke Energy Carolinas LLC	D-2009-226-E	Electric	7/27/2009	132.9	8.83	11.50		53.00	3,285.00 1/27/2010	74.1	8.41	10.70	53.00 12/2008	3,189.30	Year-end	6

Rate Case History

Past Rate Cases

					Increase Requested					Increase Authorized											
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M)	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap Test Year (%) End	Rate Base Valuation (\$M) Method	Rate Base Lag (months)					
South Carolina	Piedmont Natural Gas Co.	D-95-715-G	Natural Gas	5/8/1995	8.8	11.31	13.50	54.17	130.00	11/7/1995	7.8	10.77	12.50	54.19	01/1995	129.90	Year-end	6			
South Carolina	South Carolina Electric & Gas	D-2011-207-E	Electric	5/27/2011	58.5	8.85	11.00	54.58	484.70	9/30/2011	52.8	8.85	11.00	54.67	06/2011	436.73	Year-end	4			
South Carolina	South Carolina Electric & Gas	D-2010-157-E	Electric	5/28/2010	54.6	8.60	11.00	53.36	462.00	9/30/2010	47.3	8.63	11.00	53.52	06/2010	399.10	Year-end	4			
South Carolina	South Carolina Electric & Gas	D-2009-489-E	Electric	1/15/2010	197.6	9.03	11.60	52.96	4,821.00	7/15/2010	101.2	8.56	10.70	52.96	09/2009	4,759.34	Year-end	6			
South Carolina	South Carolina Electric & Gas	D-2007-229-E	Electric	6/15/2007	118.0	9.18	11.75	53.32	3,970.00	12/14/2007	76.9	8.62	10.70	53.32	03/2007	3,943.90	Year-end	6			
South Carolina	South Carolina Electric & Gas	D-2005-113-G	Natural Gas	4/26/2005	28.5	9.19	11.75	50.74	268.20	10/31/2005	22.9	8.43	10.25	50.75	12/2004	268.00	Year-end	6			
South Carolina	South Carolina Electric & Gas	D-2004-178-E	Electric	7/1/2004	81.2	9.18	11.75	50.76	3,626.30	1/6/2005	41.4	8.64	10.70	50.31	03/2004	3,618.40	Year-end	6			
South Carolina	South Carolina Electric & Gas	D-2002-223-E	Electric	8/6/2002	104.7	9.93	12.50	51.56	3,258.00	1/31/2003	70.7	9.94	12.45	52.18	03/2002	3,174.80	Year-end	5			
South Carolina	South Carolina Electric & Gas	D-95-1000-E	Electric	7/10/1995	76.7	9.63	12.25	48.27	2,516.30	12/27/1995	67.5	9.60	12.00	48.27	03/1995	2,495.00	Year-end	5			
South Carolina	South Carolina Electric & Gas	D-92-619-E	Electric	12/7/1992	76.3	10.02	12.05	47.84	2,091.00	5/25/1993	60.4	9.80	11.50	47.84	09/1992	2,088.40	Year-end	5			
South Dakota	Black Hills Power Inc.	D-EL09-018	Electric	9/29/2009	38.8	9.27	11.50	52.00	393.43	7/7/2010	22.0	8.26	NA	NA	06/2009	380.53	Average	9			
South Dakota	Black Hills Power Inc.	D-EL06-019	Electric	6/30/2006	9.6	9.83	11.75	54.26	286.04	12/28/2006	7.9	NA	NA	NA	NA	NA	NA	6			
South Dakota	Black Hills Power Inc.	D-EL-95-003	Electric	2/1/1995	8.4	10.13	12.25	45.00	NA	6/30/1995	5.7	NA	NA	NA	09/1994	NA	Average	4			
South Dakota	Northern States Power Co. - MN	D-EL09-009	Electric	6/30/2009	18.6	9.02	11.25	51.63	282.64	1/5/2010	10.9	8.32	NA	NA	NA	NA	NA	6			
South Dakota	Northern States Power Co. - MN	D-EL-92-016	Electric	6/29/1992	6.3	10.16	12.50	49.90	NA	12/15/1992	4.2	NA	NA	NA	12/1991	NA	Average	5			
South Dakota	NorthernWestern Energy Division	D-NG07-013	Natural Gas	6/1/2007	3.7	8.99	11.25	51.46	53.18	12/18/2007	3.1	7.96	NA	NA	12/2006	51.14	Average	6			
Tennessee	Atmos Energy Corp.	D-08-00197	Natural Gas	10/15/2008	7.4	9.04	11.70	50.00	190.14	3/9/2009	2.5	8.24	10.30	48.12	03/2010	190.14	Average	4			
Tennessee	Atmos Energy Corp.	D-07-00105	Natural Gas	5/4/2007	11.1	8.84	11.75	48.50	188.92	10/8/2007	4.0	8.03	10.48	44.20	10/2008	186.51	Average	5			
Tennessee	Chattanooga Gas Company	D-09-00183	Natural Gas	11/16/2009	2.3	8.28	11.00	50.90	93.82	5/24/2010	0.1	7.41	10.05	46.06	04/2011	93.82	Average	6			
Tennessee	Chattanooga Gas Company	D-06-00175	Natural Gas	6/30/2006	5.8	8.64	11.50	46.38	108.24	12/5/2006	2.8	7.89	10.20	44.80	03/2006	106.36	Average	5			
Tennessee	Chattanooga Gas Company	D-04-00034	Natural Gas	1/26/2004	3.7	8.84	11.25	46.90	95.50	10/20/2004	0.6	7.43	10.20	35.50	09/2003	95.30	Year-end	8			
Tennessee	Chattanooga Gas Company	D-97-00982	Natural Gas	5/1/1997	4.4	9.61	12.25	44.20	NA	10/7/1998	-1.2	9.08	11.06	44.16	09/1996	NA	Average	17			
Tennessee	Chattanooga Gas Company	D-95-02116	Natural Gas	5/1/1995	5.2	10.03	12.50	45.82	NA	10/11/1995	2.5	NA	NA	NA	NA	NA	NA	5			
Tennessee	Chattanooga Gas Company	D-93-06946	Natural Gas	8/3/1993	5.7	10.05	12.50	43.82	77.60	1/25/1994	3.5	9.82	12.00	43.82	06/1993	78.90	Average	5			
Tennessee	Kingsport Power Company	D-92-04425	Electric	5/26/1992	5.5	11.26	12.60	46.06	NA	1/13/1992	4.6	10.70	12.00	NA	NA	NA	NA	5			
Tennessee	Piedmont Natural Gas Co.	D-11-00144	Natural Gas	9/2/2011	16.7	8.53	11.25	52.71	338.57	1/23/2012	11.9	7.98	10.20	52.71	02/2013	348.87	Average	4			
Tennessee	Piedmont Natural Gas Co.	D-03-00313	Natural Gas	4/29/2003	18.3	10.23	12.60	NA	NA	9/22/2003	10.3	8.42	NA	NA	10/2004	259.86	NA	4			
Tennessee	Piedmont Natural Gas Co.	D-99-00994	Natural Gas	12/30/1999	10.1	10.50	12.50	54.60	NA	6/5/2000	4.9	9.56	NA	NA	NA	NA	NA	5			
Tennessee	Piedmont Natural Gas Co.	D-96-00977	Natural Gas	6/1/1996	7.9	10.71	13.00	51.80	201.90	12/17/1996	4.4	9.85	11.50	49.60	12/1995	200.70	Average	6			
Tennessee	Piedmont Natural Gas Co.	D-94-01054	Natural Gas	4/29/1994	11.1	10.59	12.50	51.74	169.30	10/20/1994	6.8	10.22	NA	NA	12/1993	168.40	Average	5			
Texas	AEP Texas Central Co.	D-33309	Electric	11/9/2006	69.6	7.80	10.75	40.00	1,596.49	12/13/2007	40.8	7.50	9.96	40.00	06/2006	1,566.50	Year-end	13			
Texas	AEP Texas Central Co.	D-28840	Electric	11/3/2003	66.5	8.56	12.00	44.81	1,343.40	8/15/2005	-8.8	7.48	10.13	40.00	06/2003	1,333.40	Year-end	21			
Texas	AEP Texas Central Co.	D-14965	Electric	11/6/1995	70.8	9.75	12.25	45.40	3,298.20	3/31/1997	-32.3	8.73	10.02	45.39	06/1995	2,905.40	Year-end	17			
Texas	AEP Texas Central Co.	D-12820	Electric	3/3/1994	103.0	10.26	13.00	46.30	NA	9/27/1995	0.0	9.69	11.75	46.40	09/1993	NA	Year-end	19			
Texas	AEP Texas North Co.	D-33310	Electric	11/9/2006	25.0	7.97	11.25	40.00	459.90	5/24/2007	13.7	NA	NA	NA	06/2006	NA	NA	6			
Texas	AEP Texas North Co.	D-13369, 13969	Electric	2/28/1995	14.6	11.42	12.80	55.70	NA	11/9/1995	-13.5	NA	11.38	NA	06/1994	NA	Year-end	8			
Texas	Atmos Energy Corp.	D-GUD 9869	Natural Gas	4/24/2009	7.7	9.14	11.50	48.91	1,308.45	1/26/2010	2.7	8.60	10.40	48.91	06/2008	1,279.65	Year-end	9			
Texas	Atmos Energy Corp.	D-GUD-9762	Natural Gas	10/26/2007	49.6	8.47	11.00	48.27	1,177.10	6/24/2008	19.7	7.98	10.00	48.27	06/2007	1,127.92	Year-end	8			
Texas	Atmos Energy Corp.	D-GUD-																			

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Past Rate Cases

					Increase Requested					Increase Authorized										
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M)	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap Test Year	Rate Base (\$M)	Valuation Method	Lag (months)			
Texas	Texas-New Mexico Power Co.	D-38480	Electric	8/26/2010	16.3	10.65	11.50	50.00	332.19	1/20/2011	8.3	9.90	10.13	45.00	03/2010	332.13	Year-end	4		
Texas	Texas-New Mexico Power Co.	D-36025	Electric	8/29/2008	24.4	10.16	11.25	40.00	430.10	8/21/2009	12.7	NA	NA	NA	03/2008	NA	NA	11		
Texas	Texas-New Mexico Power Co.	D-12900	Electric	3/30/1994	34.8	11.50	12.20	24.00	NA	10/6/1994	17.5	NA	NA	NA	09/1993	NA	Year-end	6		
Texas	Texas-New Mexico Power Co.	D-10200	Electric	4/11/1991	35.8	10.80	13.20	22.00	836.80	10/16/1992	25.8	10.53	13.16	16.55	09/1990	820.30	Year-end	18		
Utah	PacifiCorp	D-10-035-124	Electric	1/24/2011	188.1	8.20	10.50	51.90	5,566.05	8/11/2011	117.0	7.94	10.00	51.90	06/2012	NA	NA	6		
Utah	PacifiCorp	D-10-035-89	Electric	8/3/2010	39.0	8.34	10.60	51.00	312.85	12/21/2010	33.3	NA	NA	NA	NA	NA	NA	4		
Utah	PacifiCorp	D-10-035-13	Electric	2/1/2010	33.7	8.54	11.00	51.00	221.32	6/15/2010	30.8	NA	NA	NA	NA	NA	NA	4		
Utah	PacifiCorp	D-09-035-23	Electric	6/23/2009	67.2	8.54	11.00	51.00	4,627.29	2/18/2010	32.4	8.34	10.60	51.00	06/2010	4,628.44	Average	8		
Utah	PacifiCorp	D-08-035-38	Electric	7/17/2008	137.8	8.69	11.00	51.50	4,549.60	4/21/2009	45.0	8.36	10.61	51.00	12/2009	NA	Average	9		
Utah	PacifiCorp	D-07-035-93	Electric	12/17/2007	74.5	8.54	10.75	50.40	4,127.10	8/11/2008	36.2	8.29	10.25	50.40	12/2008	4,129.29	Average	7		
Utah	PacifiCorp	D-06-035-21	Electric	3/7/2006	194.1	9.05	11.40	52.80	3,574.20	12/1/2006	115.0	NA	10.25	NA	NA	NA	NA	8		
Utah	PacifiCorp	D-04-035-42	Electric	8/4/2004	96.3	8.73	11.13	47.80	3,116.00	2/25/2005	51.0	8.37	10.50	47.80	03/2006	NA	NA	6		
Utah	PacifiCorp	D-03-2035-02	Electric	7/31/2003	125.0	8.72	11.50	45.11	2,956.80	12/17/2003	65.0	8.43	10.70	47.04	03/2003	NA	Average	4		
Utah	PacifiCorp	D-01-035-01	Electric	1/12/2001	142.2	9.16	11.50	47.60	NA	9/10/2001	40.5	8.87	11.00	47.60	12/1999	NA	Average	8		
Utah	PacifiCorp	D-99-035-10	Electric	9/20/1999	67.0	9.15	11.25	48.80	NA	5/24/2000	17.0	9.02	11.00	48.80	12/1998	NA	Average	8		
Utah	PacifiCorp	D-97-035-01	Electric	2/12/1997	-31.4	9.20	11.25	47.60	2,302.20	3/4/1999	-97.8	8.84	10.50	47.60	12/1997	2,302.00	Average	25		
Utah	Questar Gas Co.	D-09-057-16	Natural Gas	12/3/2009	17.2	8.55	10.60	52.86	838.95	4/8/2010	2.6	8.42	10.35	52.91	12/2010	786.65	Average	4		
Utah	Questar Gas Co.	D-07-057-13	Natural Gas	12/19/2007	19.6	9.05	11.25	51.38	730.21	6/27/2008	12.0	8.41	10.00	51.38	12/2008	730.21	Average	6		
Utah	Questar Gas Co.	D-05-057-T01	Natural Gas	12/16/2005	-10.2	NA	NA	NA	NA	5/26/2006	-9.7	NA	NA	NA	NA	NA	NA	5		
Utah	Questar Gas Co.	D-02-057-02	Natural Gas	5/3/2002	17.2	10.38	12.60	52.61	550.40	12/30/2002	11.2	9.64	11.20	52.61	12/2002	550.40	Year-end	8		
Utah	Questar Gas Co.	D-99-057-20	Natural Gas	12/17/1999	17.8	10.38	12.00	55.04	444.20	8/11/2000	13.5	9.82	11.00	55.04	12/1999	443.60	Average	7		
Utah	Questar Gas Co.	D-97-057-03	Natural Gas	1/15/1997	-2.9	NA	NA	NA	NA	2/21/1997	-2.9	NA	NA	NA	09/1996	NA	Average	1		
Utah	Questar Gas Co.	D-95-057-02	Natural Gas	3/3/1995	11.4	10.08	12.50	54.87	NA	10/17/1995	3.7	NA	NA	NA	12/1994	NA	Average	7		
Utah	Questar Gas Co.	D-93-057-01	Natural Gas	4/2/1993	7.9	10.67	12.10	53.59	335.00	1/10/1994	-1.6	10.08	11.00	53.59	09/1993	331.00	Average	9		
Virginia	Appalachian Power Co.	C-PUE-2011-00037	Electric	3/31/2011	126.4	8.14	11.65	42.69	2,202.00	11/30/2011	55.1	7.82	10.90	42.69	12/2010	2,172.00	Year-end	8		
Virginia	Appalachian Power Co.	C-PUE-2011-00036	Electric	3/31/2011	26.9	8.36	12.15	42.69	158.27	1/3/2012	26.1	NA	11.40	NA	02/2013	NA	Year-end	9		
Virginia	Appalachian Power Co.	C-PUE-2009-00030	Electric	7/15/2009	167.2	9.03	13.35	41.61	2,172.89	7/15/2010	61.5	7.85	10.53	41.53	12/2008	2,096.00	Year-end	12		
Virginia	Appalachian Power Co.	C-PUE-2008-00046	Electric	5/30/2008	207.9	8.52	11.75	41.02	2,415.12	11/17/2008	167.9	7.69	10.20	NA	12/2007	NA	NA	5		
Virginia	Appalachian Power Co.	PUE-2008-00045	Electric	5/30/2008	17.6	8.33	11.75	41.29	648.80	10/15/2008	11.7	7.64	10.10	41.29	12/2007	633.40	Average	4		
Virginia	Appalachian Power Co.	C-PUE-2009-00039	Electric	5/15/2008	41.6	8.51	12.50	41.61	870.71	1/14/2009	28.9	7.88	10.60	41.53	12/2008	NA	Year-end	8		
Virginia	Appalachian Power Co.	C-PUE-2007-00069	Electric	7/16/2007	38.2	8.51	12.00	44.28	NA	12/13/2007	27.6	7.58	9.90	44.28	09/2006	NA	Year-end	5		
Virginia	Appalachian Power Co.	C-PUE-2006-00065	Electric	5/4/2006	185.6	8.21	11.50	43.85	2,345.23	5/15/2007	24.0	7.36	10.00	41.11	12/2005	2,021.70	Year-end	12		
Virginia	Appalachian Power Co.	C-PUE-2005-00056	Electric	7/1/2005	62.1	7.81	10.85	42.65	NA	11/20/2006	21.3	9.80	9.80	45.16	09/2005	NA	Year-end	16		
Virginia	Appalachian Power Co.	C-PUE-960301	Electric	6/13/1997	30.5	9.79	12.90	39.33	NA	2/19/1999	-6.0	NA	NA	NA	12/1996	NA	Year-end	20		
Virginia	Appalachian Power Co.	C-PUE-940063	Electric	9/28/1994	15.7	9.28	11.40	39.93	NA	5/24/1996	0.0	NA	NA	NA	06/1994	NA	Average	20		
Virginia	Appalachian Power Co.	C-PUE-920081	Electric	12/4/1992	30.7	10.16	12.50	38.89	994.20	6/27/1994	17.9	9.55	11.40	39.51	06/1992	999.60	Year-end	19		
Virginia	Columbia Gas of Virginia Inc	C-PUE-2011-00049	Natural Gas	6/1/2011	11.1	NA	NA	NA	81.99	11/28/2011	11.1	NA	NA	NA	12/2016	81.99	Average	6		
Virginia	Columbia Gas of Virginia Inc	C-PUE-2010-00017	Natural Gas	5/3/2010	13.1	8.57	11.50	43.89	392.19	12/17/2010	4.9	7.92	10.10	42.70	12/2009	NA	NA	7		
Virginia	Columbia Gas of Virginia Inc	C-PUE-2005-00100	Natural Gas	11/5/2006	19.3	8.67	11.50	47.92	459.10	12										

Rate Case History

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State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M)	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Test Year	Rate Base (\$M)	Rate Base Valuation Method	Lag (months)		
Virginia	Washington Gas Light Co.	C-PUE-940031	Natural Gas	4/29/1994	13.3	10.49	12.75	53.10	331.10	9/29/1995	6.8	9.72	11.50		51.61 12/1993	329.20	Year-end	17		
Vermont	Central Vermont Public Service	D-7321	Electric	5/15/2007	12.4	8.52	10.75	50.02	355.70	1/31/2008	6.4	8.50	10.71		50.02 12/2006	343.88	Average	8		
Vermont	Central Vermont Public Service	D-7191	Electric	5/15/2006	16.4	9.25	12.00	55.57	304.60	12/7/2006	10.8	8.55	10.75		55.57 12/2005	300.70	Average	6		
Vermont	Central Vermont Public Service	D-6946,6988	Electric	7/15/2004	7.7	8.70	11.00	55.53	246.60	4/4/2005	-7.2	8.14	10.00		55.53 12/2003	236.40	Average	8		
Vermont	Central Vermont Public Service	D-6460,6120	Electric	11/9/2000	19.0	9.22	11.00	47.34	NA	6/26/2001	16.8	NA	11.00		NA NA	NA NA		7		
Vermont	Central Vermont Public Service	D-5863	Electric	10/17/1995	31.0	9.33	11.00	51.23	NA	4/30/1996	16.1	9.33	11.00		51.23 06/1995	NA	Average	6		
Vermont	Central Vermont Public Service	D-5701,5724	Electric	2/15/1994	17.9	9.35	11.50	47.78	289.30	10/31/1994	8.6	8.68	10.00		47.86 12/1993	277.40	Average	8		
Vermont	Frontier Communications Corp.	D-6596	Electric	10/31/2001	7.9	6.43	11.00	50.00	NA	7/15/2002	4.8	6.43	11.00		50.00 07/2003	NA	Average	8		
Vermont	Green Mountain Power Corp.	D-7175,7176	Electric	4/14/2006	25.0	9.20	11.30	52.80	233.10	12/22/2006	19.0	8.65	10.25		52.76 12/2005	227.50	Average	8		
Vermont	Green Mountain Power Corp.	D-6867	Electric	4/1/2003	NA	NA	NA	NA	NA	12/23/2003	NA	NA	10.50		NA NA	NA NA		8		
Vermont	Green Mountain Power Corp.	D-6107	Electric	5/8/1998	20.8	9.53	11.25	46.95	NA	1/23/2001	20.0	NA	11.25		NA NA	NA NA		33		
Vermont	Green Mountain Power Corp.	D-5983	Electric	6/16/1997	22.2	10.02	13.00	44.46	198.30	3/2/1998	5.6	9.21	11.25		43.82 03/1997	176.60	Average	8		
Vermont	Green Mountain Power Corp.	D-5857	Electric	9/15/1995	18.3	10.28	12.25	50.16	NA	5/23/1996	7.6	9.44	11.25		48.03 06/1995	NA	Average	8		
Vermont	Green Mountain Power Corp.	D-5780	Electric	9/26/1994	18.7	10.16	12.10	50.41	189.50	6/9/1995	12.5	9.73	11.25		50.41 06/1994	177.30	Average	8		
Vermont	Green Mountain Power Corp.	D-5695	Electric	10/1/1993	11.1	10.20	12.00	50.30	181.20	5/13/1994	3.7	9.41	10.50		50.33 06/1993	180.10	Average	7		
Vermont	Green Mountain Power Corp.	D-5532	Electric	7/19/1991	11.7	11.27	13.00	49.48	164.50	4/2/1992	7.0	10.64	12.10		49.48 12/1990	163.00	Average	8		
Washington	Avista Corp.	D-UE-110876	Electric	5/16/2011	38.3	8.23	10.90	48.04	1,127.81	12/16/2011	20.0	NA	NA		NA NA	NA NA		7		
Washington	Avista Corp.	D-UG-110877	Natural Gas	5/16/2011	6.2	8.23	10.90	48.04	201.35	12/16/2011	3.8	NA	NA		NA NA	NA NA		7		
Washington	Avista Corp.	D-UE-100467	Electric	3/23/2010	55.3	8.33	10.90	48.39	1,075.67	11/19/2010	29.5	7.91	10.20		46.50 12/2009	1,056.08	Average	8		
Washington	Avista Corp.	D-UG-100468	Natural Gas	3/23/2010	8.5	8.33	10.90	48.39	199.23	11/19/2010	4.6	7.91	10.20		46.50 12/2009	184.96	Average	8		
Washington	Avista Corp.	D-UE-090134	Electric	1/23/2009	37.5	8.25	10.20	46.50	1,012.90	12/22/2009	12.1	8.25	10.20		46.50 09/2008	991.03	Average	11		
Washington	Avista Corp.	D-UG-090135	Natural Gas	1/23/2009	2.8	8.25	10.20	46.50	178.30	12/22/2009	0.6	8.25	10.20		46.50 09/2008	169.58	Average	11		
Washington	Avista Corp.	D-UE-08-0416	Electric	3/4/2008	47.4	8.43	10.80	46.30	964											

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					Increase Requested					Increase Authorized										
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M)	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap Test Year (%) End	Rate Base Valuation (\$M) Method	Lag (months)				
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-114 (gas)	Natural Gas	4/19/2005	4.0	9.99	11.50	57.04	109.70	12/12/2005	3.8	9.58	11.00	56.65	12/2006	112.30 Average	7			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-113 (elec)	Electric	5/5/2004	22.3	10.38	12.00	57.88	306.80	12/22/2004	27.4	9.92	11.50	57.64	12/2005	301.40 Average	7			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-113 (gas)	Natural Gas	5/5/2004	-1.9	10.60	12.00	57.88	101.10	12/22/2004	-4.2	9.94	11.50	57.64	12/2005	104.80 Average	7			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-112 (elec)	Electric	5/30/2003	19.2	10.53	12.30	56.60	301.60	1/13/2004	11.7	10.11	12.00	55.91	12/2004	292.50 Average	7			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-112 (gas)	Natural Gas	5/30/2003	3.3	10.47	12.30	56.60	102.60	1/13/2004	1.0	10.23	12.00	55.91	12/2004	98.70 Average	7			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-111 (elec)	Electric	5/1/2002	22.0	10.75	12.90	55.42	280.90	2/28/2003	20.3	10.17	12.30	55.42	12/2003	280.90 Average	10			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-111 (gas)	Natural Gas	5/1/2002	7.3	10.89	12.90	55.42	NA	2/28/2003	6.8	10.32	12.30	55.42	12/2003	NA Average	10			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-110 (elec.)	Electric	4/17/2000	9.6	10.56	12.90	50.17	312.40	11/28/2000	7.6	10.85	12.90	50.69	12/2001	296.40 Average	7			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-110 (gas)	Natural Gas	4/17/2000	4.5	10.75	12.90	50.17	NA	11/28/2000	3.4	11.01	12.90	50.69	12/2001	NA Average	7			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-109 (elec.)	Electric	4/15/1998	14.6	10.92	12.50	52.04	249.00	12/10/1998	8.4	11.24	12.20	53.35	12/1999	246.60 Average	7			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-109 (gas)	Natural Gas	4/15/1998	4.6	NA	12.50	52.04	NA	12/10/1998	0.7	11.01	12.20	53.35	12/1999	NA Average	7			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-108 (elec)	Electric	9/3/1996	7.7	11.24	12.00	54.08	224.00	7/17/1997	4.9	11.08	12.00	53.01	06/1998	225.30 Average	10			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-108 (gas)	Natural Gas	9/3/1996	3.6	11.51	12.00	54.08	NA	7/17/1997	3.5	11.35	12.00	53.01	06/1998	NA Average	10			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-107 (elec)	Electric	4/14/1994	-5.8	10.89	11.90	53.68	223.20	12/8/1994	-4.2	10.99	11.70	53.89	12/1995	223.80 Average	7			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-107 (gas)	Natural Gas	4/14/1994	0.0	11.19	11.90	53.68	NA	12/8/1994	0.0	11.31	11.70	53.89	12/1995	NA Average	7			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-106 (elec)	Electric	10/26/1992	-2.7	11.18	12.50	50.34	NA	6/3/1993	-4.4	10.92	12.00	50.66	05/1994	230.20 Average	7			
Wisconsin	Madison Gas and Electric Co.	D-3270-UR-106 (gas)	Natural Gas	10/26/1992	-0.7	11.75	12.50	50.34	NA	6/3/1993	-1.4	11.31	12.00	50.66	05/1994	NA Average	7			
Wisconsin	Northern States Power Co - WI	D-4220-UR-117 (elec)	Electric	6/1/2011	17.7	8.77	10.75	52.59	718.10	12/22/2011	12.2	8.52	10.40	52.59	12/2012	717.91 Average	6			
Wisconsin	Northern States Power Co - WI	D-4220-UR-117 (gas)	Natural Gas	6/1/2011	8.0	8.77	10.75	52.59	84.00	12/22/2011	2.9	8.52	10.40	52.59	12/2012	84.13 Average	6			
Wisconsin	Northern States Power Co - WI	D-4220-UR-116 (elec)	Electric	6/1/2009	30.4	9.22	10.75	53.12	644.03	12/22/2009	6.4	8.93	10.40	52.30	12/2010	644.03 Average	6			
Wisconsin	Northern States Power Co - WI	D-4220-UR-115 (elec)	Electric	6/1/2007	67.4	10.07	11.00	53.86	565.10	1/8/2008	39.4	9.67	10.75	52.5						

Rate Case History

Past Rate Cases

					Increase Requested					Increase Authorized										
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M) Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Test Year	Rate Base (\$M)	Rate Base Valuation Method	Lag (months)			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-114 (elec)	Electric	9/17/2004	48.1	10.59	12.00	60.22	972.20 7/19/2005	18.6	10.21	11.50	61.75	06/2006	964.00	Average	10			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-114 (gas)	Natural Gas	9/17/2004	5.0	10.52	12.00	60.22	175.80 7/19/2005	2.0	10.08	11.50	61.75	06/2006	175.80	Average	10			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-113 (elec)	Electric	3/6/2003	65.3	10.38	12.71	57.47	970.20 12/19/2003	14.5	10.23	12.00	60.27	12/2004	920.10	Average	9			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-113 (gas)	Natural Gas	3/6/2003	5.3	10.32	12.71	57.47	165.30 12/19/2003	-0.4	10.15	12.00	60.27	12/2004	150.50	Average	9			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-112 (elec)	Electric	5/7/2002	105.0	10.89	13.10	52.80	917.50 4/3/2003	77.1	10.22	12.00	51.72	12/2003	894.10	Average	11			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-112 (gas)	Natural Gas	5/7/2002	14.5	10.83	13.10	52.80	NA 4/3/2003	3.6	10.20	12.00	51.72	12/2003	NA	Average	11			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-111 (elec.)	Electric	8/1/2001	85.9	10.83	13.50	52.05	844.70 9/12/2002	60.1	10.02	12.30	44.67	12/2002	840.40	Average	13			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-111 (gas)	Natural Gas	8/1/2001	26.1	10.77	13.50	52.05	NA 9/12/2002	21.5	9.93	12.30	44.67	12/2002	NA	Average	13			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-110 (elec)	Electric	4/1/1996	13.4	9.59	11.90	51.59	821.60 4/29/1997	-10.6	9.46	11.70	52.00	12/1997	802.70	Average	13			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-110 (gas)	Natural Gas	4/1/1996	2.4	9.50	11.90	51.59	NA 4/29/1997	-1.2	9.38	11.70	52.00	12/1997	NA	Average	13			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-109 (elec)	Electric	2/4/1994	0.0	9.85	12.20	52.10	795.40 12/8/1994	-12.3	9.41	11.50	51.93	12/1995	795.40	Average	10			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-109 (gas)	Natural Gas	2/4/1994	3.6	9.71	12.20	52.10	NA 12/8/1994	0.7	9.28	11.50	51.93	12/1995	NA	Average	10			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-108 (elec)	Electric	1/4/1993	20.5	10.12	12.60	50.88	732.80 9/30/1993	15.6	9.56	11.60	50.31	07/1994	727.30	Average	8			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-108 (gas)	Natural Gas	1/4/1993	3.6	9.79	12.60	50.88	NA 9/30/1993	1.8	NA	11.60	50.31	07/1994	NA	Average	8			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-107 (elec)	Electric	12/30/1991	0.0	10.57	13.10	48.60	714.80 12/22/1992	-0.8	9.88	12.40	49.53	07/1993	703.00	Average	11			
Wisconsin	Wisconsin Power and Light Co	D-6680-UR-107 (gas)	Natural Gas	12/30/1991	0.0	9.58	13.10	48.60	NA 12/22/1992	-0.3	9.68	12.40	49.53	07/1993	NA	Average	11			
Wisconsin	Wisconsin Public Service Corp.	D-6690-UR-120 (elec)	Electric	4/1/2010	64.2	8.67	11.25	53.62	1,296.03 1/13/2011	21.0	7.86	10.30	51.65	12/2011	1,294.00	Average	9			
Wisconsin	Wisconsin Public Service Corp.	D-6690-UR-120 (gas)	Natural Gas	4/1/2010	5.0	8.57	11.25	53.62	357.83 1/13/2011	-8.3	7.72	10.30	51.65	12/2011	346.67	Average	9			
Wisconsin	Wisconsin Public Service Corp.	D-6690-UR-119 (elec)	Electric	4/1/2008	68.4	9.29	10.90	58.11	1,241.90 12/30/2008	48.0	NA	NA	53.41	12/2009	NA	NA	9			
Wisconsin	Wisconsin Public Service Corp.	D-6690-UR-119 (gas)	Natural Gas	4/1/2008	11.7	9.08	10.90	58.11	414.05 12/30/2008	-3.0	NA	NA	53.41	12/2009	NA	NA	9			
Wisconsin	Wisconsin Public Service Corp.	D-6690-UR-118 (elec.)	Electric	3/31/2006	136.9	14.17	11.00	60.35	851.90 1/11/2007	56.7	12.93	10.90								

Rate Case History

Past Rate Cases

					Increase Requested					Increase Authorized										
State	Company	Case Identification	Service	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap (%)	Rate Base (\$M)	Date	Rate Increase (\$M)	Return on Rate Base (%)	Return on Equity (%)	Common Equity /Total Cap Test Year (%)	Rate Base (\$M)	Rate Base Valuation Method	Lag (months)			
Wyoming	Cheyenne Light Fuel Power Co.	D-20003-90-ER-7 (elec)	Electric	3/1/2007	8.4	9.14	11.75	54.00	252.18	11/29/2007	6.7	8.84	10.90	54.00	09/2006	249.45	Year-end	9		
Wyoming	Cheyenne Light Fuel Power Co.	D-30005-112-GR-7 (gas)	Natural Gas	3/1/2007	4.6	8.54	11.75	54.00	37.35	11/29/2007	4.4	8.84	10.90	54.00	09/2006	37.37	Year-end	9		
Wyoming	Cheyenne Light Fuel Power Co.	D-20003-ER-05-81 (elec)	Electric	4/18/2005	3.0	8.50	11.50	49.80	NA	10/4/2005	2.8	8.13	10.75	49.80	05/2004	47.17	Year-end	5		
Wyoming	Cheyenne Light Fuel Power Co.	D-30005-GR-05-103 (gas)	Natural Gas	4/18/2005	2.2	8.50	11.50	49.80	NA	10/4/2005	2.0	8.13	10.75	49.80	05/2004	29.64	Year-end	5		
Wyoming	MDU Resources Group Inc.	D-20004-81-ER-09	Electric	8/14/2009	5.1	9.62	12.75	49.77	71.78	4/27/2010	2.7	8.25	10.00	49.77	12/2008	71.86	Year-end	8		
Wyoming	PacifiCorp	D-20000-384-ER-10	Electric	11/22/2010	80.1	8.26	10.50	52.30	1,786.87	9/22/2011	61.3	8.00	10.00	52.30	12/2011	1,782.00	Average	10		
Wyoming	PacifiCorp	D-20000-352-ER-09	Electric	10/2/2009	62.0	8.63	11.00	52.80	1,724.57	5/14/2010	35.5	8.33	NA	NA	NA	1,724.57	NA	7		
Wyoming	PacifiCorp	D-20000-333-ER-08	Electric	7/24/2008	28.7	8.53	10.75	51.90	1,489.96	5/20/2009	18.0	NA	NA	NA	NA	NA	NA	10		
Wyoming	PacifiCorp	D-20000-277-ER-7	Electric	6/29/2007	36.1	8.54	10.75	50.80	1,230.63	3/12/2008	23.0	8.29	10.25	50.80	08/2008	NA	NA	8		
Wyoming	PacifiCorp	D-20000-230-ER-05	Electric	10/14/2005	40.2	8.74	11.00	50.80	976.20	3/24/2006	25.0	NA	NA	NA	NA	NA	NA	5		
Wyoming	PacifiCorp	D-20000-ER-03-198	Electric	5/27/2003	34.4	8.75	11.50	44.95	899.50	3/2/2004	22.9	8.42	10.75	44.95	09/2002	899.00	Year-end	9		
Wyoming	PacifiCorp	D-20000-ER-02-184	Electric	5/7/2002	20.0	8.68	11.25	45.70	888.00	3/6/2003	8.7	8.45	10.75	45.70	09/2001	888.00	Year-end	10		
Wyoming	PacifiCorp	D-20000-ER-00-162	Electric	12/18/2000	29.9	9.15	11.50	49.06	NA	7/31/2001	8.9	8.90	11.00	49.06	NA	NA	NA	7		
Wyoming	PacifiCorp	D-20000-ER-99-145	Electric	7/26/1999	40.6	9.09	11.25	48.80	910.30	3/28/2000	10.6	8.85	11.25	43.50	12/1998	907.00	Year-end	8		
Wyoming	PacifiCorp	D-20000-ER-95-99	Electric	11/8/1995	36.5	9.79	12.25	47.00	NA	6/25/1996	8.8	9.49	11.25	48.00	12/1994	NA	Year-end	7		
Wyoming	SourceGas Distribution LLC	D-30022-148-GR-10	Natural Gas	2/26/2010	7.0	9.02	12.00	50.34	101.71	12/23/2010	4.3	7.98	9.92	50.34	08/2009	100.50	Year-end	10		
Wyoming	SourceGas Distribution LLC	D-30022-73-GR-06	Natural Gas	2/28/2006	7.9	9.10	12.70	43.56	87.40	9/20/2006	6.5	8.36	11.00	43.56	06/2006	85.10	Year-end	6		
Source: SNL Interactive, RRA Data																				