Original Sheet No. 1

Effective On: June 30, 2006

Assignment of

Rate Schedule No. 243

Transmission Allocation Agreement Among Vermont Electric Power Company, Inc,
New England Power Company
The Connecticut Light and Power Company and Western Massachusetts Electric Company

From

Vermont Electric Power Company, Inc. Rate Schedule No. 243

To

Vermont Transco LLC Original Rate Schedule No. 3

Issued by:

Thomas N. Wies

VTrasnco - Managing Member Representative

Issued On:

August 31, 2006

Original Sheet No. 2

TRANSMISSION ALLOCATION AGREEMENT AMONG
VERMONT ELECTRIC POWER COMPANY, INC.
NEW ENGLAND POWER COMPANY
THE CONNECTICUT LIGHT AND POWER COMPANY
AND WESTERN MASSACHUSETTS ELECTRIC COMPANY

This Agreement, dated as of this 26th day of June, 1989, is made by and among Vermont Electric Power Company, Inc. ("VELCO"), New England Power Company ("NEP") and two subsidiaries of Northeast Utilities, The Connecticut Light and Power Company and Western Massachusetts Electric Company (collectively, "NU").

WHEREAS:

- 1. VELCO, NEP and NU each own tie lines connecting their transmission systems with transmission systems belonging to members of the New York Power Pool ("NYPP"). They are sometimes referred to here collectively as "Owners" and individually as "Owner." All parties to this Transmission Allocation Agreement are members of the New England Power Pool ("NEPOOL").
- 2. NEPOOL and the NYPP establish for each six month NEPOOL Capability Period (beginning May 1, and November 1) normal and emergency limits on the transfer capacity of those lines. It is the intent of the parties to limit their long-term commitments for use of the tie lines to import power to New England to their respective Class 1 and Class 2 shares (as defined in Article 1) to amounts based on long-term normal and emergency transfer limits as established by NEPOOL and NYPP. The parties anticipate that, for the purposes of this agreement, the applicable limits established by NEPOOL and NYPP will reflect conditions expected to be

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generally applicable in such period, and that the conditions assumed will reflect those conditions which act to limit the amount and reliability value of capacity purchases from the west. It is understood that such limits may vary on an hour-to-hour basis as the result of changing operating conditions and that such variations may either act to further restrict transfers into New England or offer opportunities for short-term transactions; however, it is not the intent of the parties to use such operating variations for purposes of capacity commitments. While the parties reserve the right to seek modification of the limits established by the NEPOOL and NYPP, such modifications shall not be an issue subject to arbitration as provided herein.

3. The Owners have agreed upon an allocation of the rights to use the tie lines.

NOW THEREFORE

VELCO, NEP and NU agree as follows:

ARTICLE I

Limits on Transfer Rights

1.1: This Agreement establishes limits on the rights of each Owner to enter into transactions across the interface between NEPOOL and NYPP ("Tie Transactions") either on its own behalf or on behalf of third parties. Tie Transactions subject to those limits include (1) sales by the Owners, (2) purchases by the Owners, whether for their own requirements or for resale to third parties, and (3) transmission services for third parties. Further, the parties recognize that capacity sales and transmission services from New England to the west may, under certain circumstances, act to increase the amount of capacity imports which can be made from the west. The Owners agree to cooperate in establishing appropriate mechanisms which will permit the

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Owner providing transmission service for such sales to offset its Tie Transactions into New England for an appropriate amount. In calculating each Owner's net energy transfers associated with its Tie Transactions in any one hour each Owner's actual energy transfer associated with its Tie Transactions out of New England over the New York/New England transmission interface shall be netted against that Owner's actual energy transfer associated with its Tie Transactions into New England over such interface.

1.2: Each Owner shall classify its Tie Transactions into three priority classes:

Class 1 - highest priority

Class 2 - second priority

Class 3 - lowest priority

An Owner may place a Tie Transaction into Class 1 or 2 at its sole discretion up to the limits set out in Articles 1.3 and 1.4. An Owner's Class 3 Tie Transactions are subject to the limit provided for in Article 1.5 and must also meet these requirements:

- a. They must be interruptible on one hour's notice or less,
- b. They must be of a duration of less than one month. They may, however, be separately negotiated within the framework of long-term agreements without violating this requirement,
- They must not be entered into on behalf of third parties except that VELCO's
 Class 3 Tie Transactions may be made on behalf of any Vermont distribution
 utility.

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d. They must not count toward an Owner's Capability Responsibility. This requirement does not apply to exchanges of capacity.

Except as provided in Item (c) above, nothing in this Agreement imposes any limitation on the resale of power or energy subject to a Tie Transaction.

1.3: Each Owner shall limit its Class 1 Tie Transactions during any Capability Period to its percentage ("Transfer Limit Percentage") of the normal transfer limit established by NEPOOL and NYPP for that Capability Period. The Owners' Transfer Limit Percentages (which represent approximately the total thermal capabilities of their respective tie lines as percentages of the total thermal capability of all Owners' ties adjusted to recognize, among other things, the historical development of the New England bulk power supply system) are as follows:

NU -72% NEP - 14% VELCO - 14%

1.4: Each Owner shall limit its Class 2 Tie Transactions during any Capability Period to an amount which, when added to its Class 1 Tie Transactions for that Capability Period, will not exceed the Owner's Transfer Limit Percentage applied to the emergency transfer limit for that Capability Period.

1.5: Each Owner shall limit its Class 3 Tie Transactions for any Capability Period to the difference between the amount shown below and the sum of that Owner's Class 1 and 2 Tie Transactions:

NU - 1520 megawatts NEP - 300 megawatts

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VELCO - 300 megawatts

1.6: As long as an Owner's Tie Transactions conform with Articles 1.2 through 1.5 that Owner will not be subject to any claim by another Owner before any court or federal or state agency arising out of looped power flows which those Tie Transactions may cause on that other Owner's Tie Lines. An Owner may, however, raise issues before NEPOOL with respect to the effect of loop flows on routine loss adjustments as normally administered by NEPEX.

1.7: Each Owners is responsible for insuring that its contractual obligations involving the use of the tie lines with NYPP are consistent with its obligations under the foregoing provisions.

No Owner is relieved of its obligations under the foregoing provisions by reason of any inconsistent obligations toward third parties which that Owner may have.

ARTICLE II

Restrictions of Tie Transactions

- 2.1: No restriction shall be applied to an Owner's Tie Transactions conforming with Article I unless a restriction occurs in actual operation (i.e., the sum of Tie Transactions scheduled across the interface between NEPOOL and the NYPP exceeds the available transfer capability of the interface at that time).
- 2.2: If such a restriction occurs, whether a particular Owner's Tie Transactions must be restricted and by what amount shall be determined according to the formula set out in the Appendix to this Agreement.
- 2.3: If the formula shows that an Owner's Tie Transactions must be restricted, all of thatOwner's Class 3 Tie Transactions shall be reduced to zero before any of its Class 1 or 2 Tie

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Transactions are restricted, and all of its Class 2 Tie Transactions shall be reduced to zero before any of its Class 1 Tie Transactions are restricted. The order or manner in which an Owner's Tie Transactions within any class will be restricted shall be determined by that Owner.

- 2.4: Each Owner is free to assign any of its Tie Transactions to any class and determine the priority position of any Tie Transaction within a class as long as the Owner in doing so conforms with the definitions of the classes in Article 1.2 of this Agreement and the limits on the megawatts of Tie Transactions in each class established under Articles 1.3 through 1.5. No Owner is prevented under this Agreement from changing the class of any Tie Transaction or the priority position of any Tie Transaction within a class at any time as long as the change conforms with those definitions and limits.
- 2.5: The Owners expect that any restriction applied to an Owner's Tie Transactions under this Agreement will be applied by NEPOOL in "own load" dispatches for the Owners and other members of NEPOOL on whose behalf the Owners have entered into Tie Transactions. In order to insure that these "own load dispatches" are consistent with this Agreement and reflect the class and priority position within each class assigned by each Owner to its Tie Transactions, the Owners shall furnish NEPOOL with copies of this Agreement and with the attached formula, and each Owner shall furnish NEPOOL prior to the beginning of each NEPOOL Capability Period with a statement showing its Tie Transactions for that Capability Period, separated according to class, and the priority position of each Tie Transaction within each class. If an Owner subsequently enters into or terminates any Tie Transactions or changes the class or priority position of any Tie Transactions, it shall promptly report such or priority position of any

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Vermont Transco LLC
Original Rate Schedule No. 3

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Tie Transactions, it shall promptly report such developments to NEPOOL in an amended statement.

2.6: An Owner shall not be relieved of any of its obligations under this Agreement by reason of any inconsistent obligations to third parties which that Owner may have.

ARTICLE III

Changes in Transfer Rights to Reflect Major Changes in Facilities

3.1: The allocation of transfer rights in Article I was agreed to by the Owners based on their tie lines as they exist in 1988, shown below with summer normal and long term emergency ratings:

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Owner	<u>Line</u>	Normal Rating	Long Term Emergency Rating
NU	Alps-Berkshire (345 kW)	1434 MVA	1434 MVA
NU	Pleasant Valley-Long Mountain (345 kW)	1135 MVA	1317 MVA
NU	Northport -Norwalk Harbor (138 kW)	286 MVA	315 MVA
NEP	Rotterdam -Bear Swamp (230 kW)	436 MVA	436 MVA
VELCO	Pittsburgh -Sand Bar (115 kW)	179 MVA	186 MVA
VELCO	Whitehall-Blissville (115 kW)	182 MVA	197 MVA
VELCO	Hoosick-Bennington (115 kW)	159 MVA	159 MVA

3.2: Any Owner may propose a change in its and other Owner's transfer rights under Article I to reflect major changes in facilities, including but not limited to:

- a. a substantial addition to or retirement of existing tie line facilities;
- b. new tie lines;
- c. an outage in any tie line anticipated to be one year or greater;

and

 a change of 25% or more in the normal or emergency seasonal rating of a tie line shown in Article 3.1.

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3.3: Any Owner proposing a change in transfer rights under Article 3.2 shall provide the other Owners with a statement showing and supporting the revisions to Article I of this Agreement which it believes are required. Such changes shall not entail any change in the allocation method used to derive the percentages and amounts set out in Articles 1.3 and 1.5 (referred to hereafter as "the Basic Allocation" (as long as the Basic Allocation has not been changed under Article IV but shall be limited to changes caused by the major changes in facilities under that Basic Allocation.

3.4: An Owner may propose revisions to Article I in anticipation of a change in facilities described in Article 3.2. It shall specify in its statement the date on which it proposes to place the revisions in effect.

3.5: Any Owner opposing a revision in Articles 1.3 and 1.5 proposed by another Owner has 30 days to deliver an answering statement to the other Owners explaining its opposition to the proposed revisions. Any Owner failing to meet the 30 day requirement waives its right to object to that revisions.

3.6: If an Owner's proposed revision is not opposed by any other Owner within 30 days as provided in Article 3.5, that Owner's statement of that revision shall be incorporated into this Agreement and filed with the FERC under Section 205 of the Federal Power Act. It will become effective on the later of (a) the date of the change in facilities (e.g. the in-service date of new facilities) which prompted that Owner to propose the revision or (b) the date established in the FERC's order accepting it for filing.

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3.7: If an Owner's proposed revision is opposed within the 30 days, the Owners shall begin negotiations promptly and attempt to complete those negotiations within 90 days. If agreement is not achieved within 90 days the Owner proposing the changes may submit the issue to arbitration for expedited resolution by providing each other Owner with a demand for arbitration.

3.8: The Owner proposing the revision to the Agreement and any Owner or Owners opposing it shall attempt to agree on a single arbitrator. If they cannot agree, there shall be one arbitrator appointed by the Owner or Owners proposing or supporting revisions and one appointed by the Owner or Owners opposing revisions within 20 days after the date of the demand for arbitration. The two arbitrators shall appoint a third arbitrator within a further 20 days.

3.9: All arbitration hearings conducted hereunder and all judicial proceedings to enforce any provisions hereof shall take place at a mutually convenient location. The hearing before the arbitrator or arbitrators of the matter to be arbitrated shall be at the time and place as is selected by the arbitrator or arbitrators. Notice shall be given and the hearing conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association provided, however, that discovery shall be allowed pursuant to the Federal Rules of Civil Procedure. At the hearings any relevant evidence may be presented, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the reasoned discretion of the arbitrator or arbitrators. The arbitrator or arbitrators shall hear and determine the matter within 90 days of the appointment of the last-appointed arbitrator, unless all

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participating Owners agree to some other date, and shall execute and acknowledge their award in writing and deliver a copy thereof to each of the Owners by registered or certified mail.

3.10: If there is only one arbitrator, his decision shall be binding and conclusive on the Owners. If there are three arbitrators, the decision of any two shall be binding and conclusive. A judgment confirming the award of the arbitrator or arbitrators may be rendered by any court having jurisdiction.

3.11: Unless otherwise agreed to by the Owners, if the arbitrator or arbitrators selected pursuant to Section 3.8 fail to determine the matter within the ninety (90) days specified in Article 3.9, the arbitrator or arbitrators shall be discharged, and a new arbitrator or arbitrators shall be appointed, as detailed in Section 3.8, to reach a decision on the existing record within a further 30 days of the appointment of the last-appointed arbitrator. If such decision is not reached, the process shall be repeated until one is reached.

3.12: Each Owner participating in arbitration shall bear its own costs and expenses, except that the fees and expenses of the arbitrator or arbitrators shall be divided evenly among such Owners.

3.13: Performance by the Owners under the terms of this Agreement shall not be interrupted or delayed during any arbitration proceeding except on the written agreement of all Owners.

3.14: The Owners shall promptly file with FERC any arbitration decision as a modification or supplement to the Agreement and shall request FERC to allow the arbitration decision to become effective as of the date that the arbitrators have determined appropriate.

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3.15: No revision in Article I may become effective prior to the change in facilities which prompted the Owner to propose the revision or prior to the date of the FERC order accepting the arbitrator's decision for filing and permitting it to become effective, whichever is later.

ARTICLE IV

Other Allocation Methods

4.1: The Basic Allocation used to determine Owners' Transfer Limit Percentages in Article 1.3 and the Class 3 Tie Transaction amounts in Article 1.5 is the result of negotiation and compromise among the Owners. Neither the Basic Allocation nor the percentages and amounts in Articles 1.3 and 1.5 necessarily represent the position that any Owner would have asserted in litigation, nor are the Basic Allocation and those percentages and amounts entitled to any presumption of validity in any proceeding under Article 4.2 or beyond the term hereof.

4.2: Any Owner may propose the use of an allocation method other than the Basic Allocation, to be effective not earlier than November 1, 1993. Absent agreement by all of the Owners to the use of such other allocation method, the Owner proposing the same may, but not earlier than May 1, 1992, file a complaint with the Federal Energy Regulatory Commission under Section 206 of the Federal Power Act seeking the implementation on or after November 1, 1993 of its proposed method. In any such proceeding, any other Owner shall have the right to advocate the use of any different allocation method, including the Basic Allocation.

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ARTICLE V

Terms of Agreement

- 5.1: This Agreement will become retroactively effective as of November 1, 1988 and will remain in effect until the later of (a) November 1, 1993 or (b) the date on which it is terminated under Article 5.2.
- 5.2: This Agreement may be terminated by any Owner by giving three years' written notice. Termination shall not be effective earlier than November 1, 1993, Termination of the Agreement by one Owner shall terminate it as to all Owners.

ARTICLE VI

Reallocation Agreements

NU has entered into a Reallocation Agreement with VELCO to reallocate to it certain transfer rights for Class 1 Tie Transactions allocated to NU under this Agreement up to specified limits. Nothing in this Agreement shall be construed as preventing NU and VELCO, or any other Owners, from entering into Reallocation Agreements.

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the Owners for whom they sign. This Agreement is hereby executed as of the 26th day of June, 1989.

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Vermont	Tran	isco	LLC		
Original	Rate	Sch	edule	No.	3

Original Sheet No. 15

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New England Power Company
BY
Vermont Electric Power Company
BY
The Connecticut Light and Power Company and Western Massachusetts Electric Company
BY

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August 31, 2006

APPENDIX

This is the appendix referred to in Sec. 2.2 of the Transmission Allocation Agreement.

In the event the NY-NE transmission interface transfer capability is reduced, an Owner's use of its transfer capability will be reduced in accordance with the following:

I. <u>Definitions and Terms</u>.

T = Total megawatts of normal transfer limit.

TC = Available megawatts of transfer capacity.

A%, B% and C% = The Owners' percentages set forth in Section 1.3 or as otherwise modified by the terms of the Settlement Agreement.

A = Owner A's megawatt transfer capability = $A\% \times T$.

B = Owner B's megawatt transfer capability = $B\% \times T$.

C = Owner C's megawatt transfer capability = $C\% \times T$.

 A_a , B_a , C_a = The actual contracts (in MW) of Owners A, B and C before any reduction.

Therefore, pursuant to the agreement;

$$T = A + B + C$$

$$A_a + B_a + C_a = < T$$

II. Procedure:

If reductions are required (i.e., if TC < T), the procedure will be as follows:

A. Determine
$$R_1 = \underline{TC}$$

B. Multiply
$$R_1 \times A = \text{preliminary limit for Owner } A = A_{p1}$$

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Vermont Transco LLC Original Rate Schedule No. 3 Original Sheet No. 17

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$$R_1 \times B = \text{preliminary limit for Owner } B = B_{p1}$$

$$R_1 \times C$$
 = preliminary limit for Owner $C = C_{p1}$

It follows that
$$A_{pl}$$
, + B_{pl} + C_{pl} = TC

C. If A_a , = $< A_{p1}$ Owner A contracts are not reduced.

If B_a , = $< B_{pl}$ Owner B contracts are not reduced.

If C_a , = $< C_{pl}$ Owner C contracts are not reduced.

(Note: in only one unique circumstance would all three be equal. More typical case is where one or two Owners would be less and two or one Owner would be more.

D. (1) If $A_a = \langle A_{p1}$, and $B_a = \langle B_{p1}$, but $C_a \rangle C_a \rangle C_{p1}$; then Owner C must reduce contract receipts to the remaining capacity available. Capacity available for $C = TC - A_a - B_a$.

the remaining capacity available as in the above example.

E. (1) if
$$A_a = \langle A_{p1}, \text{ but } B_a \rangle B_{p1}$$
 and $C_a \rangle C_{p1}$; then either Owner B or C, or both, must reduce contract receipts.

Capacity available for Owners B & $C = TC - A_a = TC_2$

Owner B's max. share of $TC_2 = B x TC_2 = B_2$

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B+C

Owner C's max. share of $TC_2 = C$ $x TC_2 = C_2$ B+C

- (2) If $B_a = < B_2$ and $C_a > C_2$
- (i) Owner B need not reduce its contracts (i.e. its share of Owner A's unused capacity is sufficient to cover the excess of B_a over B_{pl})
- (ii) Owner C must reduce its contracts (to Car)

such that
$$A_a + B_a + C_{ar} = TC$$
 or $C_{ar} = TC_2 - B_a$

(3) If $B_a > B_2$, and $C_a > C_2$, both Owners B and C must

reduce; Owner B to B2 and Owner C to C2

(4) If $B_a = \langle B_{p1}$, but $A_a > A_{p1}$ and $C_a > C_{p1}$, or if

 $C_a = \langle C_{p1}, \text{ but } A_a \rangle A_{p1} \text{ and } B_a \rangle B_{p1}$; then either Owners A or C,

or both, or Owners A or B, or both, respectively, must reduce

contract receipts according to the principles in the above example.

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Original Sheet No. 19

REALLOCATION AGREEMENT AMONG VERMONT ELECTRIC POWER COMPANY, INC., THE CONNECTICUT LIGHT AND POWER COMPANY AND WESTERN MASSACHUSETTS ELECTRIC COMPANY

This Agreement, dated as of June 26, 1989 among Vermont Electric Power Company, Inc. ("VELCO") and The Connecticut Light and Power Company and Western Massachusetts Electric Company (two subsidiaries of Northeast Utilities system collectively, "NU").

WHEREAS:

- 1. VELCO, NEP and NU each own tie lines connecting their transmission systems with transmission systems belonging to members of the New York Power Pool ("NYPP") and are members of the New England Power Pool ("NEPOOL").
- 2. They have agreed to allocated their rights to transfer power and energy over those lines according to a Transmission Allocation Agreement entered into simultaneously with this Agreement;
- 3. NU and VELCO have agreed to a reallocation by NU to VELCO of NU's rights under the Transmission Allocation Agreement as provided herein.

NOW THEREFORE

NU and VELCO agree as follows:

1. NU hereby grants to VELCO the option to increase VELCO's transfer rights under the Transmission Allocation Agreement for any six-month NEPOOL Capability Period (the "Option Period") for Class 1 Tie Transactions in an amount not to exceed the difference between 200 megawatts and the lower amount of megawatts of the total Class 1 Transactions to

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which VELCO is entitled under the Transmission Allocation Agreement for that Capability Period (such difference is referred to here as the "Option Amount"). The option may be exercised for the full Option Amount or any part thereof. Upon the exercise by VELCO of its option, NU's Class 1 allocation shall be reduced by an amount equal to the Option Amount or any part thereof. Upon the exercise by VELCO of its option, NU's Class 1 allocation shall be reduced by an amount equal to the Option Amount or portion thereof as to which VELCO has exercised its option during the Option Period. The kilowatts of Class 2 and 3 Tie Transactions to which VELCO has transfer rights under Articles 1.3 and 1.5 of the Transmission Allocation Agreement shall remain as if VELCO had not exercised its option.

- 2. If VELCO exercises its option pursuant to paragraph 1 above, during the Option Period VELCO shall be entitled to contract for transmission on VELCO's own tie lines up to the limit of the Option Amount. NU shall not be considered to be providing VELCO with transmission service pursuant to any exercise of the option.
- 3. VELCO may exercise its option by notifying NU in writing, by May 1 prior to each of the NEPOOL Power Years beginning November 1 for which it may exercise its option, the amount by which VELCO intends to utilize NU's transfer rights for Class 1 Tie Transactions for each Capability Period within that Power Year. Once exercised by giving such notice, the option is irrevocable for that Power Year regardless of whether VELCO takes advantage of such transfer rights by entering into additional Tie Transactions.

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- 4. VELCO will pay NU for the option at NU's Non-Firm transmission formula rate (\$12.21 per kilowatt per year for 1988) in effect for the period covered by the notice. The rate will not include any Tie Line adjustment or lost Opportunity Charges. Payment will be made on a monthly basis during the Power Year covered by the notice in accordance with the terms and conditions contained in Appendix A hereto.
- The additional Class 1 Tie transactions allowed VELCO under this Agreement are subject to the rules in the Transmission Allocation Agreement applicable to Class 1 Tie
 Transactions.
- 6. VELCO's option to use NU transfer rights under this Reallocation Agreement applies only to NEPOOL Capability Periods falling within the three and one-half year period from November 1, 1988 through April 30, 1992. This Reallocation Agreement will terminate on the latter date.

The signatories hereto represent that they have been appropriately authorized to enter into this Agreement on behalf of the parties for whom they sign. This Agreement is hereby executed this 26th day of June, 1989.

The Connecticut Light and Power Company and Western Massachusetts Electric Company

BY			
D 1			

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Vermont Transco LLC Original Rate Schedule No. 3	Original Sheet No. 22
	Vermont Electric Power Company
	BY

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August 31, 2006

Filed to comply with the Letter Order of the Federal Energy Regulatory Commission, Docket No. ER06-900-000, issued June 16, 2006.

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Vermont Transco LLC Original Rate Schedule No. 3 Original Sheet No. 23

APPENDIX A

TO

TRANSMISSION REALLOCATION AGREEMENT

VERMONT ELECTRIC POWER COMPANY, INC.

(Re: NY-NE Transmission
Capacity Allocation Settlement Agreement with
Northeast Utilities, New England Power Company,
and Vermont Electric Light Company, Inc.)

DATE: NOVEMBER 1, 1988

BETWEEN: NORTHEAST UTILITIES SERVICE COMPANY

as agent for

THE CONNECTICUT LIGHT AND POWER COMPANY

and WESTERN MASSACHUSETTS ELECTRIC

COMPANY

AND

VERMONT ELECTRIC POWER COMPANY, INC.

Issued by:

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VTrasnco - Managing Member Representative

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Original Sheet No. 24

APPENDIX A

TO

TRANSMISSION REALLOCATION AGREEMENT

This Appendix A to the Transmission Reallocation Agreement Among Vermont Electric Power Company, Inc. ("VELCO") and The Connecticut Light and Power Company and Western Massachusetts Electric Company (collectively referred to as the "NU Companies") sets out the rates and terms and conditions of such reallocation:

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth herein, the parties hereto covenant and agree as follows:

1. TRANSMISSION REALLOCATION

The NU Companies' obligation hereunder to reallocate NY-NE Transmission

Capacity shall be subject to the following conditions and limitations:

a. The applicable transmission losses shall be determined by New England Power Exchange ("NEPEX") on the basis of an estimate or estimates made from time to time. Such estimate(s) shall be based on the average conditions expected to prevail on the interconnected transmission systems during the Option Period. In the event that NEPEX does not determine the entire amount of such losses, losses not determined by NEPEX shall be determined by the NU Companies in accordance with good electric utility practice.

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- b. The NU Companies undertake no obligation to run any of their generating units "out of rate" (as defined below) or to pay others for any such operation in order to facilitate the use by VELCO of the reallocated capacity. "Out of rate" operation of a unit is defined as any operation of the Unit at an output level not consistent with the NEPEX economic unit commitment schedule for such hour.
- c. The NU Companies undertake no obligation to construct new facilities or to modify their existing transmission facilities to facilitate or ensure the reallocation.

2. PAYMENT

VELCO shall pay to the Northeast Utilities Service Company ("NUSCO") as agent for the NU Companies a reallocation charge ("Reallocation Charge") for the reallocation provided under this Agreement in accordance with the following formula rates.

The Reallocation Charge, applicable for each month during the Term, shall be the product of (1) the applicable NU Companies' annual transmission charge rate (expressed in \$/kW-yr), divided by 12, and (2) the amount of the Settlement Option exercised for such month in kilowatts. The NU Companies' transmission charge rate for 1988 is \$12.21/kW-yr and is estimated to be \$11.50/kW-yr in 1989. Such rate is developed in Schedule I and Exhibits I, II, and III thereto.

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VELCO shall pay for the reallocation provided by the NU Companies at the estimated transmission charge rate until such time as the actual transmission charge rate is determined. The estimated transmission charge rate for such year shall be corrected to actual in the same manner as described in Schedule I and appropriate retroactive billing adjustments shall be made under this Agreement to reflect such adjustment.

3. <u>CONTINGENCY REGARDING TAXES AND FEES</u>

The charges set forth herein are based on local, state and federal taxes and tax rates applicable as of the date hereof. In the event that at any time prior to or after the commencement of the Option Period such tax rates are changed, additional taxes imposed, existing taxes removed, deficiencies with or without interest are assessed or excess tax payments refunded, the charges hereunder shall be appropriately adjusted, and an adjusted bill will be rendered to, and paid by, VELCO so that any and all increases in such taxes relating to this Agreement shall be borne by VELCO and any and all reductions in such taxes shall accrue to the benefit of VELCO.

Without limiting the foregoing, it is expressly understood that if any governmental authority requires the payment of any fee or assessment not provided for elsewhere in this Agreement (e.g., the filing fees and assessments required by the Federal Energy Regulatory Commission (FERC) pursuant to 18 C.F.R. Part 381 and Order No. 472, issued May 29, 1987) or a sales, gross revenue or other form of tax with respect to payments made for reallocation pursuant to this Agreement, the obligation to make payment for such fee, assessment

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or tax shall be borne by VELCO, and the NU companies shall file an amendment to this Agreement covering such fees, assessments or taxes as provided in Section 11d herein.

Within twenty (20) days after the date of an invoice for such fee, assessment, or tax, VELCO shall pay to NUSCO any such amount not previously paid by VELCO together with any applicable interest charged on any deficiency assessment made by the taxing authority, together with any further tax on such payments.

4. <u>BILLING</u>

VELCO shall be obligated to pay to NUSCO all amounts billed to VELCO under this Agreement. Bills shall be rendered by NUSCO to VELCO as soon as practicable after the end of each calendar month. Such bills will incorporate such information as may be reasonably necessary to determine the payments due for such month. Bills may be rendered on an estimated basis. Each bill shall be subject to adjustment for any errors in arithmetic, computation, estimating or otherwise. NUSCO shall make any such billing adjustments as promptly as practical, and in any event any errors in arithmetic, computation, or estimation shall be corrected within 12 months of the date of such bill.

All payments shown to be due on such bill, subject to subsequent adjustments as heretofore provided, shall be due and payable not later than the Due Date, defined as twenty (20) days after date of invoice. Any amount remaining unpaid after such Due Date shall bear interest at the annual rate of two percentage points above the interest rate on prime commercial loans then in effect at the main office of The Connecticut Bank and Trust Company located in

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Hartford, Connecticut or such other lending institution as may be NUSCO's primary commercial lender from time to time, applied from the Due Date to the date of payment by VELCO.

If VELCO, in good faith, disputes the amount of any bill, it shall itemize the basis for its dispute in a notice to NUSCO given on or before the Due Date. Upon final resolution of the dispute, interest shall be due in an amount calculated at the rate set forth above on all amounts determined to be due and unpaid to NUSCO as of the Due Date.

5. AFTER TERMINATION OR CANCELLATION

The applicable provisions of this Agreement shall continue in effect after termination or cancellation of this Agreement to the extent necessary to provide for final billing, billing adjustments and payments. All such billing and billing adjustments shall be made within eighteen months of the termination date stated in this Agreement.

6. <u>SEVERABILITY OF OBLIGATIONS</u>

CL&P and WMECO represent that they have appointed and authorized NUSCO to represent and act on their behalf in all matters relating to this Agreement. All obligations and undertakings incurred by the NU Companies, or either of them under, or as a result of this Agreement, shall be assumed by them severally and not jointly.

7. LIABILITY AND INDEMNIFICATION

Except for willful and malicious misconduct or intentional breach of contract by the NU Companies, the NU Companies (including their affiliated companies, trustees, directors, officers, employees, and agents) shall not be liable to VELCO in tort, contract, or otherwise for

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any damages, costs, fines, penalties, or claims whatsoever which may result from disruptions in service, including, but not limited to, service interruptions, deficiencies in the quantity or quality of service, or any other abnormal provision of service, and VELCO agrees to indemnify, defend, and hold the NU Companies, their affiliated companies, trustees, directors, officers, employees, and agents harmless from and against any and all costs, claims, liabilities, actions, or proceedings whatsoever arising from or claimed to have arisen from such disruptions in service.

Except as provided for in the above paragraph, each party agrees to indemnify, defend, and hold the other party (including the other party's affiliated companies, trustees, directors, officers, employees, and agents) harmless from and against any and all third party damages, costs, claims, liabilities, actions or proceedings arising from or claimed to have arisen from the negligent acts or omissions of its employees or agents.

The parties hereby waive and release each other as well as the other party's affiliated companies, trustees, directors, officers, employees, and agents from any liability, claim, or action arising from damage to its property due to the performance of this contract.

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8. PRIORITY OF REALLOCATION

The transmission reallocation being provided to VELCO involves the use of the New York-New England transmission interface, the facilities of which are owned by multiple parties on each side of the state borders. The New England owners include the NU Companies, NEP, and VELCO. The reallocation to be provided pursuant to this Agreement will be from the NU Companies' share of the total available transmission transfer capacity as may exist from time to time as determined cooperatively by the dispatch centers of the New York Power Pool and NEPOOL. The reallocation to VELCO under this Agreement is subject to the rules in the Transmission Allocation Agreement and the Reallocation Agreement which are part of the Settlement Agreement for Docket Nos. ER88-411-000 and ER88-566-000.

9. FORCE MAJEURE

As used in this Agreement, "Force Majeure" means any cause beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure. It shall include, without limitation, sabotage, strikes or other labor difficulties, riots or civil disturbance, acts of God, act of public enemy, drought, earthquake, flood, explosion, fire, lightning, landslide, or similarly cataclysmic occurrence, or appropriation or diversion of electricity by sale or order of any governmental authority having jurisdiction thereof. Economic hardship of either Party shall not constitute a Force Majeure under this Agreement.

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If either Party is rendered wholly or partly unable to perform its obligations under this Agreement because of Force Majeure as defined above, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected provided that:

- a. The nonperforming Party promptly, but in no case longer than five working days after the occurrence of the Force Majeure, gives the other Party written notice describing the particulars of the occurrence.
- b. The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure.
- c. The nonperforming Party makes reasonable efforts to remedy its inability to perform.
- d. The NU Companies' obligation to provide such reallocation shall be modified in proportion to the effect of Force Majeure conditions.

10. ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of, and may be performed by, the successors and assignees of the parties, except that no assignment, pledge or other transfer of this Agreement by either party shall operate to release the assignor, pledgor, or transferor from any of its obligations under this Agreement unless: (i) the other party (or its successors or assigns) consents in writing to the assignment, pledge or other transfer and expressly releases the assignor, pledgor, or transferor from its obligations hereunder, or (ii) the assignment, pledge or other transfer is to another company in the same holding company system

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as the assignor, pledgor, or transferor and the assignee, pledgee or transferee expressly assumes the obligations of the assignor, pledgor or transferor, or (iii) such transfer is incident to a merger or consolidation with, or transfer of all (or substantially all) of the assets of the transferor to another person or business entity which shall, as a part of such succession, assume all the obligations of the assignor, pledgor or transferor under this Agreement.

11. MISCELLANEOUS

- a. Each party hereto shall prepare, execute and deliver to the other parties hereto any documents reasonably required to implement any provision of this Agreement.
- b. Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as the original.
- c. This Agreement shall constitute the entire understanding between the parties hereto and shall supersede any and all previous understandings pertaining to the subject matter of this Agreement.
- d. This Agreement may be modified only by an instrument in writing signed by the parties hereto, except that nothing contained herein shall be construed as affecting in any way the right of NUSCO or the NU Companies to unilaterally make application to the Federal Energy Regulatory Commission for a change in rates, terms, and/or conditions contained in this Appendix A under Section 205 of the Federal Power Act and pursuant to the Commission's Rules and Regulations promulgated thereunder provided that no tie line adjustment or lost opportunity charge shall be included in the rate charged to VELCO.

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

f. Failure of either party to enforce any provision of this agreement or to require performance by the other party of any of the provisions hereof, shall not be construed as a waiver of such provisions or affect the validity of this Agreement, any part hereof, or the right of either party to thereafter enforce each and every provision.

12. <u>INTERPRETATION</u>

The interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by, the Federal Power Act and regulations and orders of FERC thereunder and, to the extent not controlled thereby, the laws of the state of Connecticut.

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SCHEDULE I

TO

APPENDIX A

TO

REALLOCATION AGREEMENT BETWEEN

THE NU COMPANIES

AND VERMONT ELECTRIC POWER COMPANY, INC.

Determination of the Northeast Utilities Companies'
Annual Transmission Charge Rate for 1988

The annual Transmission Charge Rate is an average rate determined by dividing the "Annual Costs" of owning, maintaining, and supporting the "Transmission Facilities" (as defined in Exhibit I of this Schedule I) for the prior calendar year by the total kilowatts of the generation capacity (winter maximum ratings) owned by the NU Companies or the Connecticut Municipal Electric Energy Cooperative ("CMEEC") and utilizing the Transmission Facilities as of the end of the prior calendar year.

The Annual Costs of the Transmission Facilities are determined from the difference between the Annual Costs of Transmission Facilities (as determined pursuant to Exhibit I to this Schedule I) and the "Applicable Transmission Revenues" (as shown on Exhibit II to this Schedule I).

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The Applicable Transmission Revenues represent those revenues received by the NU Companies from the Connecticut Yankee Transmission and the Millstone Unit 3 Transmission Support Agreements.

The generation capacity which utilizes the Transmission Facilities is the sum of the winter maximum capabilities of the generation of the NU System Companies (CL&P, Holyoke Water Power Company (includes Holyoke Power and Electric Company), and WMECO), and CMEEC (for which the NU System Companies have contracted to supply long-term transmission service pursuant to a Transmission Service Agreement dated as of September 25, 1980) connected to the transmission facilities as of the end of the prior calendar year and connected to the Transmission Facilities. Exhibit III to this Schedule I shows such generation capacity as of December 31, 1987.

The calculation for the annual Transmission Charge Rate for 1988, based on this Schedule I, is shown below:

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Vermont Transco LLC Original Rate Schedule No. 3 Original Sheet No. 36

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1988 =	TRANSMISSION FACILITIES' ANNUAL COSTS-APPLICABLE TRANSMISSION REVENUES
RATE	INSTALLED GENERATION ON THE NU & CMEEC SYSTEMS

Where:

(1) Transmission Facilities' Annual Costs (for calendar = \$83,959,090 year 1987 as per Exhibit I to Schedule I)

(2) Applicable Transmission Revenues (for calendar = \$3,395,756 year 1987 as per Exhibit II to Schedule I)

(3) Applicable Generation on the NU & CMEEC = 6,597,340 Systems as of 12/31/87 (as per Exhibit III to Schedule I) kilowatts

Therefore: = \$12.21/kW-yr

1988 RATE = \$83,959,090 - \$3,395,756 6,597,340 kilowatts

Transmission Rates (on an annual basis) during the term subsequent to 1988 will be determined in a manner consistent with that described above. Such estimated rate for 1989 has been determined to be \$11.50/kW-yr.

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EXHIBIT I TO Schedule I

DETERMINATION OF ANNUAL COSTS OF TRANSMISSION FACILITIES

The "Transmission Facilities" are those facilities defined as pool transmission facilities ("PTF") in the New England Power Pool ("NEPOOL") Agreement dated as of September 1, 1971 as amended from time to time, as determined by the NEPOOL Management Committee, and owned, operated or supported by the NU System Companies.

The annual costs of the Transmission Facilities shall be the estimated annual costs incurred by each of the NU System Companies and their affiliates of owning, operating, maintaining, and supporting those facilities, including any applicable leasing costs. These costs shall be computed annually. The investment base shall be as determined at the end of the preceding calendar year. In making such determinations, the provisions of the Uniform System of Accounts prescribed by the Federal Energy Regulatory Commission for Class A and B Public Utilities and Licensees shall be controlling, to the extent applicable.

I. Cost Basis of the Transmission Facilities

The investment base shall be the sum of A and B below:

A. Net Investment

Net investment shall be the original cost of the Transmission Facilities and related facilities, as reflected on the books of account of the owning company (including the cost of any betterments, improvements and additions thereto and excluding the

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cost of any retirements therefrom), less accumulated depreciation. Accumulated depreciation shall reflect retirements and net salvage realized.

B. Working Capital

Working capital to be included in the investment base shall include 45 days of related operation and maintenance expense, the owner's best estimate of the cost of related materials and supplies, and an appropriate allowance for any payments made pursuant to the prepayments of any applicable leases.

II. Determination of Annual Carrying Costs of Transmission Facilities

The initial cost factors to be used in determining the annual carrying costs of the Transmission Facilities are defined herein:

- A. Operation and Maintenance Expense
- B. Cost of Capital
- C. Income Taxes
- D. Depreciation
- E. Property Taxes
- F. Leasing Expense
- G. Other Taxes
- H. Transmission Support Payments

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A. Operation and Maintenance Expense

Operation and Maintenance Expense means an amount equal to the sum of the following:

(a) the actual cost (to the extent available or the best estimate thereof) of the annual direct expense of operating and maintaining the Transmission Facilities; (b) an allowance to cover the annual related indirect expenses, including, employee pensions and benefits, federal and state taxes relating to the direct payroll expense, and injuries and damages expense and property insurance expense for the Transmission Facilities. The allowance for the indirect expenses is initially estimated at 40 percent of the direct expenses and will be reviewed by the owners from time to time and shall be revised, when, and to the extent deemed appropriate, by the owners in accordance with the results of any such

B. Cost of Capital

review.

Cost of capital for the Transmission Facilities shall equal the investment base for those facilities multiplied by the sum of (1) the Common Equity Component, (2) the Long-Term Debt Component, and (3) the Preferred Stock Component with respect to the Transmission Facilities, expressed as a decimal number to three significant places. Each such Component shall be determined as follows:

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1. <u>Common Equity Component</u>

The "Common Equity Component" shall consist of the actual common equity capital portion (expressed as a decimal number to three significant places) of the total permanent capitalization of each of the owning companies as of December 31 of the prior calendar year, times the common equity rate of return. The common equity rate of return shall initially be 14.5 percent, unless changed by a filing by the NU Companies pursuant to Section 205 of the Federal Power Act. Buyer shall also have the right, pursuant to Section 206 of the Federal Power Act, to seek revision of the allowance for the return on common equity.

2. <u>Long-Term Debt Component</u>

The "Long-Term Debt Component" shall consist of the actual long-term debt capital portion (expressed as a decimal number to three significant places) of the total permanent capitalization of each of the owning companies as of December 31 of the prior calendar year, times the dollar-weighted cost to maturity of such long-term debt at that time.

3. Preferred Stock Component

The "Preferred Stock Component" shall consist of the actual preferred stock capital portion (expressed as a decimal number to three significant places) of the

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total permanent capitalization of each of the owning companies as of December 31 of the prior calendar year, times the dollar-weighted cost of such preferred stock at that time.

C. Income Taxes

An allowance for income taxes shall be computed in a manner consistent with the concept of multiplying the cost of equity capital (the product of (1) the sum of the Preferred Stock Component and the Common Equity Component, each expressed as a decimal number to three significant places, and (2) the appropriate investment base) times:

Where T_e is the effective combined federal and state statutory income tax rate in effect at the applicable time. If during any year the state tax is determined on a basis other than taxable net income, the above formula shall be adjusted as appropriate to recognize the method actually used to determine such tax.

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D. <u>Depreciation</u>

Depreciation expenses shall be determined on the same basis as recorded on the owner's

book of account.

E. <u>Property Taxes</u>

Property taxes shall be those taxes that are based upon the assessed value of the

Transmission Facilities and specifically identified with those facilities (or estimates

thereof). The procedures for determining the amounts of any such estimates shall be

determined by the owning companies, who shall have sole discretion in any negotiations

with the taxing authorities.

F. <u>Leasing Expense</u>

Leasing expense shall reflect those annual costs or rental payments charged to the NU

Companies for any leased facilities related to this Agreement.

G. Other Taxes

This factor shall be an allowance for any taxes or excises which may be incurred in the

future as a result of constructing, owning, operating or leasing of the Transmission

Facilities, including any tax on gross revenues or any tax pertaining to the billing of those

annual costs and not recognized elsewhere in this Agreement.

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H. <u>Transmission Support Payments</u>

Transmission Support Payments shall be equal to the costs incurred by the owning companies in supporting specific pool transmission facilities (PTF facilities) owned or operated by others when such facilities are directly connected to the Transmission Facilities.

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ACTUAL ANNUAL COSTS OF TRANSMISSION FACILITIES OF THE NU COMPANIES FOR 1987 (FOR THE CALCULATION OF THE 1988 TRANSMISSION RATE)

	<u>CL&P</u>	<u>WMECO</u>	HWP (CONS)*	<u>TOTAL</u>
I. <u>INVESTMENT</u>				
Nondeprociable				
Nondepreciable Land and Land Rights	20 556 546	9,541,002	270 471	40 260 A1A
	38,556,546		270,471	48,368,019
Allow. for Working Capital	5,945,787	1,269,581	89,371	7,304,739
Depreciable Investment	269,660,004	53,739,610	1,576,910	324,976,524
Deduct:				
Accumulated Depreciation	(99,228,572)	(22,813,594)	(1,286,514)	(123,328,680)
•			•	
Net Investment	<u>214,933.765</u>	<u>41,736,599</u>	<u>650,238</u>	<u>257.320,602</u>
II. ANNUAL CARRYING CHARGES				
Operation & Maint, Expense	14,406,917	3,005,967	139,186	17,552,070
Related Indirect Expense	5,762,767	1,202,387	55,674	7,020,828
Cost of Capital	23,148,366	4,565,984	70,94 1	27,785,291
Income Taxes	11,824,855	2,105,847	36,346	13,967,048
Depreciation	9,513,428	1,806,157	52,018	11,371,603
Property Taxes	4,836,131	1,004,510	14,221	5,854,862
Leasing Expense	407,388	0	0	407,388
Other Taxes	0	0	0	0
Transmission Support				
Payments	0	0	0	0
Total	69.899.852	13.690,852	<u> 368,386</u>	<u>83,959,090</u>

^{*}Holyoke Water Power Company (includes Holyoke Power and Electric Company).

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Original Sheet No. 45

DETERMINATION OF THE COST OF CAPITAL (ESTIMATED FOR THE CALCULATION OF THE 1988 TRANSMISSION RATE)

	CAPITALIZATION RATIOS (12/31/87) (%)	COST OF CAPITAL %	WEIGHTED COST OF <u>CAPITAL</u> %
The Connecticut Light and Power C	ompany (CL&P)		
Long-Term Debt	47.00	8.92	4.19
Preferred Stock	11.00	6.25	0.69
Common Equity	<u>42.00</u>	14.50	6.09
Total Investment Return	100.00		10.97
Western Massachusetts Electric Con	npany (WMECO)		
Long-Term Debt	50.00	8.93	4.47
Preferred Stock	13.00	8.83	1.15
Common Equity	<u>_37.00</u>	14.50	5.37
Total Investment Return	100.00		10.99
Holyoke Water Power Company (Co	onsolidated*) (HWP)		
Long-Term Debt	59.00	7.14	4.21
Preferred Stock	0.00	0.00	0.00
Common Equity	<u>41.00</u>	14.50	<u>5.95</u>
Total Investment Return	100.00		10.16

^{*}Includes Holyoke Power and Electric Company

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EXHIBIT II

ACTUAL TRANSMISSION REVENUES FOR 1987 (FOR THE CALCULATION OF ACTUAL 1988 TRANSMISSION RATE)

(a) Connecticut Yankee Transmission Agreement \$ 457,332

(b) Connecticut Yankee Station Service
Transmission Agreement 43,200

(c) Millstone Unit #3, Transmission Support
Receipts 2,895,224

TOTAL Applicable Revenues \$3,395,756

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EXHIBIT III TO Schedule I ACTUAL GENERATION OF NU COMPANIES AND CMEEC* ON THE NORTHEAST UTILITIES SYSTEM AS OF DECEMBER 31, 1987

*Connecticut Municipal Electric Energy Cooperative

ALL RATINGS ARE IN KILOWATTS, MAXIMUM WINTER CAPACITY

NU COMPANIES

kilowatts

NUCLEAR: Millstone Unit #1 Millstone Unit #2 Millstone Unit #3 (NU Share only) Connecticut Yankee (NU Share only) Total Nuclear	659,500 868,250 749,050 <u>256,080</u> 2.532,880 kilowatts
FOSSIL:	
(A) Steam:	
Devon Unit #3	71,000
Devon Unit #7	109,000
Devon Unit #8	109,000
Montville Unit #5	82,000
Montville Unit #6	410,000
Norwalk Harbor Unit #1	164,000
Norwalk Harbor Unit #2	174,000
Middletown Unit #1	73,000
Middletown Unit #2	120,000
Middletown Unit #3	240,000
Middletown Unit #4	400,000
West Springfield Unit #1	51,500
West Springfield Unit #2	51,500
West Springfield Unit #3	108,300
Mt. Tom	<u> 147,000</u>
Subtotal Fossil Steam	2,310,300

(B) Gas Turbines and Diesel:

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Vermont [*]	Ггальсо	LLC	
Original R	tate Sch	edule No	ა. 3

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Cos Cob Units #10, 11 & 12	72,000	
Montville Units #10 & 11	5,500	
Norwalk Harbor Unit #10	17,000	
Tunnel Unit #10	22,000	
Franklin Drive Unit #10	22,000	
Middletown Unit #10	22,000	
South Meadow Units #11, 12, 13 & 14	196,000	
Torrington Terminal Unit #10	22,000	
Doreen Unit #10	21,200	
Silver Lake Unit #12	17,800	
Vest Springfield Unit #10	22,000	
Woodland Road Unit #10	21,200	
Subtotal Gas Turbines & Diesel	460,700	
	,	
Total Fossil	<u>2,771,000</u>	kilowatts
HYDRO AND PUMPED STORAGE		
Rocky River	29,000	
Northfield Units #1, 2, 3 & 4	1,000,000	
Bantam Unit #1	280	
Bulls Bridge Units #1, 2, 3, 4, 5 & 6	8,300	
Robertsville Units #1 & 2	500	
Scotland Unit #1	2,100	
Shepaug Unit #1	42,900	
Stevenson Units #1, 2, 3 & 4	28,700	
Taftville Units #1, 2, 3, 4 & 5	1,800	
Tunnel Units #1 & 2	2,000	
Falls Village Units #1, 2 & 3	10,200	
Cabot Units #1, 2, 3, 4, 5 & 6	53,000	
Gardners Falls Units #2, 3, 4 & 5	3,300	
Indian Orchard Units #3 & 4	1,500	
Putts Bridge Units #2 & 3	3,600	
Red Bridge Units #3 & 4	4,000	
Dwight Units #3 & 4	1,000	
Turners Falls Units #1-3, 5 & 7	6,050	
HWPCO Units	41,000	
Cobble Mountain	<u>33,000</u>	
COURT INTO MINIMIT		

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Vermont Transco LLC Original Sheet No. 49 Original Rate Schedule No. 3 6,576,160 kilowatts NU Subtotal **CMEEC FOSSIL** Gas Turbines and Diesel: Norwich 18,380 **HYDRO AND PUMPED STORAGE** Norwich Units #1, 2 & 3 2,800 **CMEEC Subtotal** 21,180 kilowatts GRAND TOTAL (NU Companies and CMEEC) 6.597.340 kilowatts

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