

# STATE OF NEW HAMPSHIRE

## Inter-Department Communication

**DATE:** September 9, 2010

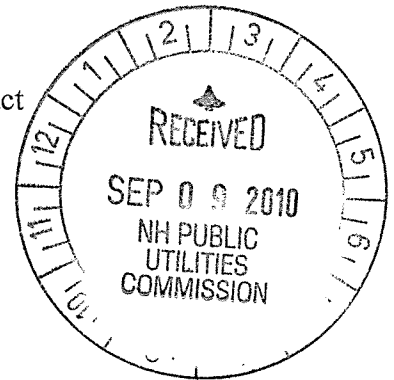
**AT (OFFICE):** NHPUC

**FROM:** Robert J. Wyatt, Utility Analyst IV

*RTW*

**SUBJECT:** Staff Recommendation  
DG 10-116 Petition to Amend YMCA Special Contract

**TO:** Commissioners  
Docket File  
Service List



### BACKGROUND

The original special contract between Concord Steam Corporation (Concord Steam or Company) and the Concord Family YMCA (YMCA) was approved in Order No. 24,776 (docket no. DG 06-139) on July 12, 2007. The contract was executed September 30, 2006 and effective October 1, 2006 through September 30, 2016.

During the first three plus years of the special contract, Concord Steam has encountered problems that were not anticipated when the original agreement was negotiated and implemented. As discussed below, the primary concerns relate to: the fixed *Set Annual Usage* estimates; the lack of a year-end reconciliation provision; and different interpretations of language relating to Concord Steam's ability to adjust the *Monthly Rate* to reflect the currently applicable Cost of Energy rate within each contract year.

Paragraph 1 of the special contract includes a clause that provides for renegotiation of certain aspects of the original agreement if the YMCA's actual annual usage increases or decreases by more than 10% of *Set Annual Usage*. That benchmark was exceeded in both year 2 and year 3 of the agreement. Thus, the parties have negotiated the proposed "Amendment Agreement" which is presented in this petition.

### STAFF INVESTIGATION

Staff reviewed both the petition in this docket and the file related to the original agreement, sent out two rounds of data requests related to the results of the existing agreement and to specifics concerning the proposed Amendment Agreement. Technical sessions between Staff and the Company were held shortly after each set of responses were received and reviewed.

Staff will briefly describe the functioning of the existing special contract; the primary factors that make it necessary to amend the contract; address the Company's proposed amendments; recommend additional amendments; and explain how the amendments address Staff's concerns.

#### **PROBLEMS ENCOUNTERED UNDER THE EXISTING AGREEMENT**

Under the existing special contract, the *Monthly Rate* is calculated by multiplying the lowest tier base rate by the estimated annual usage, adding that amount to the cost of energy rate multiplied by the estimated annual usage and dividing that total by 12. According to the terms of the contract the *Set Annual Usage* was assumed to be 4,080 Mlbs. per year. The *Set Annual Usage* was the amount initially entered as the estimated annual usage in the above calculation for determining the *Monthly Rate* for the YMCA. The contract allowed for rate adjustments at any time the lowest tier base rate as contained in the Company's tariff was increased or decreased.

During the second technical session Concord Steam disclosed that it has had several discussions with the YMCA over the course of the past three plus years in an attempt to resolve differences in the interpretation of certain contract terms. One such difference resulted in the YMCA's refusal to pay for any *Monthly Rate* increases that were sometimes necessary to reflect the current applicable Cost of Energy rate during each contract year. Concord Steam asserted the intent of the agreement was to adjust the *Monthly Rate* each time there was a Cost of Energy rate change.

According to Concord Steam, senior management at the YMCA during the first two years of the agreement viewed certain wording in the special contract, such as, "The *Monthly Rate* includes the cost of energy, at an initial rate of \$14.29/Mlb" in paragraph 2 of the agreement as making the cost of energy rate a fixed component of the *Monthly Rate* for the entire contract year. However, immediately following that sentence the contract states "In accordance with Paragraph 1 of this Agreement, the *Monthly Rate* will be adjusted based on Concord Steam's applicable cost of energy...". Paragraph 1 reads, in relevant part, "YMCA shall pay Concord Steam a monthly rate that is based on the current lowest tier base rate and the current lowest tier energy rate". Apparently, there is a question as to when adjustments to the rate can be made. The parties could not agree as to whether these adjustments were restricted to the beginning of each year or could be made month-to-month.

There is no mechanism in the original agreement that can be used to reconcile the *Monthly Rate* to actual rate variances.

Another problem occurred because the *Set Annual Usage* estimate used in the original contract could only be adjusted prior to the beginning of each contract year by mutual agreement to renegotiate the contract. *Set Annual Usage* estimates that did not reflect accurate usage levels magnified the *Monthly Rate* problem. The original agreement initially set the YMCA's *Set Annual Usage* estimate based on usage history as adjusted to

reflect energy conservation measures that had only recently been implemented. In the first year of the agreement the YMCA used 4.1% more steam energy than the *Set Annual Usage* estimate (see Table 1 below), and Concord Steam absorbed the resulting revenue loss. This usage variance was less than the 10% threshold to renegotiate the *Set Annual Usage* estimate. In years two and three of the contract, the YMCA's annual steam energy consumption increased significantly above set volumes. Staff Attachment RJW-1 details three full years of steam energy usage and billing comparisons between the normal tariff rate and actual contract rates. Year four data is also provided in the attachment to show actual data through July 2010 and estimates for August and September 2010. There is no mechanism in the original agreement to reconcile discrepancies between *Set Annual Usage* and actual annual usage, making it extremely important to have: (1) accurate projections of usage for each subsequent year of the agreement, and (2) the customer making good faith efforts to maintain its steam equipment and continue with its conservation efforts.

The contract's *Set Annual Usage* limit on annual billed quantity provided no incentive for the YMCA to properly maintain its facility's steam system or continue its conservation efforts to reduce consumption. Per the YMCA's interpretation of the agreement, once the contract year began, the contract's monthly bill amount was set for the year. In the second year of the agreement, as noted above, the *Set Annual Usage* estimate was not adjusted because first year actual usage was less than the 10% threshold required for either party to initiate a contract renegotiation. Unfortunately for Concord Steam, the YMCA's steam energy consumption for year two was substantially higher than the *Set Annual Usage* (see Table 1 below), resulting in a significant financial loss to Concord Steam. Also, during the first two years of the special contract the YMCA fell behind in its payments (undisputed payment requirements) resulting in arrearages that Concord Steam has been unable to collect. The Company notes that payments improved in years 3 and 4 of the agreement following a change in YMCA management.

Concord Steam missed an opportunity to negotiate a new *Set Annual Usage* volume for year three of the agreement when it neglected to compare the YMCA's actual annual usage to the *Set Annual Usage* prior the start of year three. After continued losses as a result of the YMCA's consumption significantly exceeding set contract limits, Concord Steam negotiated an Amendment Agreement to the contract with the YMCA's new Executive Director. The petition to amend the agreement was filed with the Commission and the immediate docket opened.

Concord Steam satisfied Staff's concern that the revenue shortfalls may have been reflected in the monthly over/under cost of energy reconciliations, which would have had an adverse effect on cost of energy rates for all customers. The Company explained that it books the YMCA's billed cost of energy revenues based on actual metered usage and current cost of energy rates, not based on actual payments received. Therefore, at no time during the term of the current agreement have any steam customers been exposed to higher steam energy rates as a result of the revenue shortfalls from the YMCA.

Table 1 - Actual Metered vs. Set Annual Usage				
Contract Year	Actual Metered Usage	Contract Set Annual Usage	Metered vs. Contract Usage O/U	Metered vs. Contract Percent O/U
2006/07	4,249.3	4,080.0	169.3	4.1%
2007/08	5,124.2	4,080.0	1,044.2	25.6%
2008/09	5,481.8	4,080.0	1,401.8	34.4%
3 Yr Total	14,855.3	12,240.0	2,615.3	21.4%

## REVIEW OF THE PROPOSED AMENDMENT AGREEMENT

The Amendment Agreement sets out its proposed amendments in a series of numbered paragraphs, each containing a specific recommended adjustment to the special contract. Those paragraphs are addressed in order below.

1. Limited Scope of Amendments.  
Staff will support this paragraph of a revised Amendment Agreement conditioned on additional changes identified later in this document.
2. Regulatory Approval of the Amendment.  
Staff will support this paragraph of a revised Amendment Agreement conditioned on additional changes identified later in this document.
3. Temporary Implementation.  
Staff supports the temporary implementation of the proposed amendments, since they are conditioned on a reconciliation of the revised Amendment Agreement in the Refund/Recoupment Calculation for the Temporary Implementation transition period.
4. Amendment of Rate and Usage Provisions.  
Staff supports the proposed rate and usage provisions with minor edits, explained below in Staff Proposals 1 and 2, related to the “donation” to provide for a contract year-end reconciliation which will use actual metered volumes multiplied by the effective lowest tier base rate and cost of energy rates.

Staff considers the proposal for a “donation” component an additional discount to the YMCA that, if approved, should be structured as an incentive for energy efficiency and the YMCA to stay current in its account. During the first three years of the original contract, the YMCA’s annual discount was far in excess of the \$10,000 anticipated by Staff as cited in the Commission order approving the contract (*see* Table 2 below). Staff notes that based on its investigation, Concord Steam has forgiven significant arrearages on this account in the past, most of which was related to usage prior to the special contract, hence the YMCA should be held more accountable under the final terms of the Amendment Agreement to the special contract.

Table 2 - Normal Tariff and COE Bill vs. Special Contract Bill				
Contract Year	Tariff + Energy Rate Total Bill	Contract Total Billed	Contract Discount to Tariff Billing	Contract Discount Percentage
2006/07	125,429.7	103,085.6	22,344.1	-17.8%
2007/08	138,144.1	104,417.2	33,726.9	-24.4%
2008/09	198,052.9	130,966.8	67,086.1	-33.9%
3 Yr Total	461,626.7	338,469.6	123,157.1	-26.7%

In response to Staff data request 2-13 the Company offered the following:

**“In light of the Company’s desire to encourage conservation by this customer, the Company is amenable to revising the proposed Amendment to eliminate the annual \$18,000 discount provided to the Y and instead to discount the lowest tier base rate by 25%. In this way the “discount” is tied to the actual amount of steam used and is not a set amount of dollars for the life of the contract.”**

Staff determined that the “donation” in the proposal contained in the response to 2-13 of a 25% discount on the lowest tier base rate amounts to approximately the same \$18,000 of the initial proposal. For illustration, taking the average metered usage for years 2 and 3, the two most recent contract years under the special contract,

$$(5,124.2 \text{ Mlbs} + 5,481.8 \text{ Mlbs}) / 2 = 5,303 \text{ Mlbs}$$

and applying the 25% value of current lowest tier base rate,

$$0.25 \times \$13.48 \times 5,303 \text{ Mlbs} = \$17,871$$

results in a discount nearly identical to the initially proposed discount of \$18,000.

The fixed discount of \$18,000 represents a \$1,500 donation to the YMCA each month based on higher usage than anticipated when the contract was entered into, which included a forecast that had been adjusted to reflect conservation measures the YMCA had undertaken or planned to undertake.

**Staff Proposal 1 - Calculation of the Annual Donation amount:**

The annual “donation” should be modified to a value that reflects energy conservation that was anticipated when the original contract was negotiated. The value would be determined as follows:

$$(25\% \text{ of the lowest tier base rate in effect at the start of each contract year}) \times (\text{Original Special Contract Set Annual Usage estimate of 4,080 Mlbs})$$

Based on the current lowest tier base rate of \$13.48, Staff's proposed annual "donation" would currently be equal to:

$$0.25 \times \$13.48 \times 4,080 \text{ Mlbs} = \$13,749.60$$

Staff recommends rounding up its figure from the calculation above to a maximum annual amount of \$13,800, which translates into a \$1,150 per month "donation." That is equivalent to \$3.3824 per Mlb of additional discount for the first 4,080 Mlbs of annual consumption.

Consumption greater than 4,080 Mlbs will continue to be billed at the proposed Amendment Agreement discounted *Monthly Rate*, but no additional "donation" will be credited to the account. The YMCA can use information from Table 4 below to set monthly usage targets to maximize energy conservation, and at the same, achieve the maximum benefit of the "donation."

**Staff Proposal 2 – Create a Donation Escrow/Savings Account with Annual Disbursement beginning after the second year reconciliation:**

Rather than be credited to the YMCA, the first year's donation amount shall be deposited in twelve monthly installments by Concord Steam into a local bank savings account and held in escrow, similar to a security deposit, collecting normal savings account interest. The money held in escrow will be returned to the YMCA, plus interest, at the end of the term of the agreement, and after the final reconciliation of usage, billing and payments. The Company should provide the YMCA with a copy of the bank statement showing the account balance at the end of each contract year.

Each subsequent year of the Amendment Agreement, the donation amount will also be deposited into the escrow account in monthly installments, as was done in the first year. At the end of each subsequent year, after the contract year usage, billing and payments have been fully reconciled, and if the YMCA account is current (payments are fully up-to-date), Concord Steam will release the annual donation amount, as calculated above, to the YMCA. To summarize, no donation disbursement will be made to the YMCA until the end of year 2 of the Amendment Agreement. At that time, based on the calculation above, the escrow account balance will be approximately \$28,000 (\$13,800 x 2 years + interest) and the first disbursement will be \$13,800. The remaining balance in the escrow account will remain in the account until the end of the Amendment Agreement's final reconciliation.

If the YMCA account is not current at each year-end reconciliation, funds from the escrow account will be applied to the arrearage and any remaining balance greater than the equivalent 12-month security deposit value will be refunded to the YMCA.

If the YMCA account becomes delinquent during any contract year, either by greater than 90 days, or by more than the donated security deposit held in escrow, Concord Steam will be required to notify the Commission of the account arrearage and any other pertinent information, referencing this docket number (DG 10-116). The information will then be reviewed by Commission Staff and may require further regulatory action from the Commission, including a possible termination of the agreement and returning the YMCA to regular tariff rates.

5. Amendment Implementation Proration.

Staff supports the amendment implementation proration concept spelled out in this paragraph of the proposed Amendment Agreement, with one exception related to the modified start date of each contract year. The proposal in the Amendment Agreement was to change the contract year from an October-September period to a January-December calendar year period. Staff would prefer that if a change is made, the contract year should coincide with the Cost of Energy year, which is a November-October 12-month period.

**Staff Proposal 3 – Synchronize the Special Contract Year with the Cost of Energy Year:**

Staff proposes a contract year that starts on November 1 of each year, coinciding with the start of each Cost of Energy year. Staff proposes the Amendment Agreement's effective start date will be November 1, 2010. Staff recommends the transition periods of October 2009-December 2009 and January 2010 through October 2010 be administered under the terms of the proposed Amendment Agreement filed with the petition, with one exception. The "donation" from the January 2010 – October 2010 period should be deposited in the escrow account described in Staff Proposal 2. At the end of the 2010/11 contract year, if all other conditions are met, the YMCA will receive its first donation, less the full one-year escrow amount described above.

Both parties to the agreement benefit from synchronizing the Amendment Agreement year to the Cost of Energy year because the filed Cost of Energy rate for each new contract year can be used as the *Monthly Rate* for the start of the contract year, eliminating what would otherwise be an intra-year rate adjustment to the special contract.

6. Post-Approval Execution.

Staff supports the proposed language in this paragraph.

7. Entire Agreement.

Staff will support this paragraph of a revised Amendment Agreement conditioned on additional changes described below.

8. Applicable law.

Staff supports the proposed language in this paragraph.

## REVIEW OF PARAGRAPH 1 OF THE ORIGINAL SPECIAL CONTRACT

### 1. Rate and Usage.

Staff noted in the background section of this memorandum that Paragraph 1 of the special contract includes a clause that provides for renegotiation of certain aspects of the original agreement if the YMCA's actual annual usage increases or decreases by more than 10% of the *Set Annual Usage*. That benchmark was exceeded in both year 2 and year 3 of the agreement. Thus, the parties have negotiated the proposed Amendment Agreement presented in this petition.

Staff contends that the *Set Annual Usage* component of the special contract is critical to setting an accurate annual contract billing rate, something that both parties should embrace, and should not be restricted to a renegotiated contract. Instead, Staff recommends that there should be an annual requirement to determine the *Set Annual Usage* for each new contract year. A rolling three-year average of the most recent actual metered usage should be the basis for determining the *Set Annual Usage* for each new contract year.

### **Staff Proposal 4 – Require annual calculations to determine the *Set Annual Usage* estimate for each new contract year without the need to renegotiate the contract:**

Using Staff's proposed change to the contract year in Staff Proposal 3 above for this example, after actual September metered usage volumes become available, and prior to the November 1 start of each new contract year, the new *Set Annual Usage* estimate will be updated using the following formula:

#### **The average of actual metered usage from the most recent past three years**

Since current October data will not yet be available for the most recent historical year of the three year data set, an estimate of the current October month usage should be based on an average of the previous two October metered usage volumes. In other words, the three year historical average will include 27 months of actual usage history and one month, October of the current year, estimated based on the average of the prior two October periods (see example calculation in Table 3, which uses estimates for August, September and October 2010).



Table 3 - Three Year Average of Actual Monthly Metered Usage in Mlbs - November-October Contract Year Format						
Month	2007/08	2008/09	2009/10	3 Yr Avg	Monthly %	
November	550.1	549.7	472.2	524.0	9.9%	
December	664.4	814.2	713.2	730.6	13.7%	
January	759.6	882.7	792.6	811.6	15.3%	
February	711.5	794.8	795.5	767.3	14.4%	
March	779.2	598.6	609.8	662.5	12.5%	
April	399.8	419.9	417.4	412.4	7.8%	
May	338.0	261.7	295.3	298.3	5.6%	
June	169.7	218.8	213.1	200.5	3.8%	
July	108.2	134.0	72.0	104.7	2.0%	
August	124.5	122.7	123.6	123.6	2.3%	Est
September	210.4	220.7	215.6	215.6	4.1%	Est
October	464.0	502.6	425.1	463.9	8.7%	Est
Annual Totals	5,279.4	5,520.4	5,145.4	<b>New Set Annual Usage</b> <b>5,315.1    100%</b>		

Table 4 - Original Set Annual Usage	
Month	Mlbs
November	402.2
December	560.8
January	623.0
February	589.0
March	508.6
April	316.5
May	229.0
June	153.9
July	80.4
August	94.9
September	165.5
October	356.1
Annual Total	4,080.0

## STAFF RECOMMENDATION

Based on its review of the petition Staff recommends that the Commission take the following course of action:

- Reject the Amendment Agreement in its current form for the reasons cited above;
- Direct the parties to file a revised Amendment Agreement to the Special Contract that incorporates the proposals described above, or;
- If the parties are unable or unwilling to incorporate Staff's proposed changes to the Amendment Agreement, direct the parties to work with Staff to address the concerns raised above.

**Attachment RJW-1**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	
1	YMCA Special Contract Amendment																							
2	Staff Analysis - RJW, 8/26/10																							
						Effective Tariff Delivery Rates							Delivery Rate Billing at Tariff Delivery Rates											
			Meter	Meter	Meter	Actual	Meter	Usage	Usage	Usage	Rate	Energy	Total	Delivery	Delivery	Delivery	Total	Total	Normal	Contract	Contract	Discount	Actual vs. Set	
			#884	#1001	#1002	Metered	Charge	Rate First	Rate Over	Rate Over	Case	Rate	Meter	Charge for	Charge for	Charge for	Delivery	Energy	+ Energy	Set Annual	Billed Total	to Tariff	Annual Use	
3	Month	Year				Usage		500 Mlb	500 Mlb	2000 Mlb	Expense	Rate	Charge	Meter #884	Meter #1001	Meter #1002	Charge	Cost	Total Bill	Usage	IF(C=0,2,3)*G+T*(+K+L)	Rates	MLB o(u)	
4														C*(H+K)	D*(H+K)	E*(H+K)	N+O+P	F*L	M+Q+R			(U-S)/S		
5	October	2006	8.1	138.3	221.7	368.1	\$ 25	\$ 12.11	\$ 10.63	\$ 8.81	\$ 0.12	\$14.29	\$75	\$ 99.06	\$ 1,691.41	\$ 2,711.39	\$ 4,501.86	\$ 5,260.15	\$ 9,837.01	340.00	\$ 7,969.80			
6	November	2006	23.9	110.5	242.7	377.1	\$ 25	\$ 12.11	\$ 10.63	\$ 8.81		\$17.83	\$75	\$ 289.43	\$ 1,338.16	\$ 2,939.10	\$ 4,566.68	\$ 6,723.69	\$ 11,365.37	340.00	\$ 9,132.60			
7	December	2006	42.3	152.6	351.4	546.3	\$ 25	\$ 12.11	\$ 10.63	\$ 8.81		\$17.83	\$75	\$ 512.25	\$ 1,847.99	\$ 4,255.45	\$ 6,615.69	\$ 9,740.53	\$ 16,431.22	340.00	\$ 9,132.60			
8	January	2007	50.2	157.5	355.5	563.2	\$ 25	\$ 12.11	\$ 10.63	\$ 8.81		\$19.83	\$75	\$ 607.92	\$ 1,907.33	\$ 4,305.11	\$ 6,820.35	\$ 11,168.26	\$ 18,063.61	340.00	\$ 9,812.60			
9	February	2007	63.1	170.7	373.7	607.5	\$ 25	\$ 12.11	\$ 10.63	\$ 8.81		\$19.83	\$75	\$ 764.14	\$ 2,067.18	\$ 4,525.51	\$ 7,356.83	\$ 12,046.73	\$ 19,478.55	340.00	\$ 9,812.60			
10	March	2007	43.5	165.6	276.2	485.3	\$ 25	\$ 12.11	\$ 10.63	\$ 8.81		\$19.83	\$75	\$ 526.79	\$ 2,005.42	\$ 4,324.78	\$ 5,876.98	\$ 9,623.50	\$ 15,575.48	340.00	\$ 9,812.60			
11	April	2007	28.8	128.5	226.7	384.0	\$ 25	\$ 12.11	\$ 10.63	\$ 8.81		\$14.26	\$75	\$ 348.77	\$ 1,556.14	\$ 2,745.34	\$ 4,650.24	\$ 5,475.84	\$ 10,201.08	340.00	\$ 7,918.80			
12	May	2007	4.3	73.1	150.6	228.0	\$ 25	\$ 12.11	\$ 10.63	\$ 8.81		\$14.26	\$75	\$ 52.07	\$ 885.24	\$ 1,823.77	\$ 2,761.08	\$ 3,251.28	\$ 6,087.36	340.00	\$ 7,918.80			
13	June	2007	0	68.1	138.9	207.0	\$ 25	\$ 12.11	\$ 10.63	\$ 8.81		\$14.26	\$50	\$ -	\$ 824.69	\$ 1,682.08	\$ 2,506.77	\$ 2,951.82	\$ 5,508.59	340.00	\$ 7,893.80			
14	July	2007	0	46.8	109.8	156.6	\$ 25	\$ 12.11	\$ 10.63	\$ 8.81		\$14.26	\$50	\$ -	\$ 566.75	\$ 1,329.68	\$ 1,896.43	\$ 2,232.12	\$ 4,179.54	340.00	\$ 7,893.80			
15	August	2007	0	45.7	103.6	149.3	\$ 25	\$ 12.11	\$ 10.63	\$ 8.81		\$14.26	\$50	\$ -	\$ 553.43	\$ 1,254.60	\$ 1,808.02	\$ 2,129.02	\$ 3,987.04	340.00	\$ 7,893.80			
16	September	2007	0	63.9	113	176.9	\$ 25	\$ 12.11	\$ 10.63	\$ 8.81		\$14.26	\$50	\$ -	\$ 773.83	\$ 1,368.43	\$ 2,142.26	\$ 2,522.59	\$ 4,714.85	340.00	\$ 7,893.80			
17	Annual Total		264.2	1,321.3	2,663.8	4249.3							\$800	\$ 3,200.43	\$16,017.54	\$ 32,285.22	\$ 51,503.20	\$ 73,126.52	\$ 125,429.71	4,080.00	\$ 103,085.60	-17.8%	169.30 4.1%	
18																								
19																								
20	October	2007	0	119	189.8	308.8	\$ 25	\$ 12.11	\$ 10.63	\$ 8.81		\$14.26	\$50	\$ -	\$ 1,441.09	\$ 2,298.48	\$ 3,739.57	\$ 4,403.49	\$ 8,193.06	340.00	\$ 7,893.80			
21	November	2007	34	203.5	312.6	550.1	\$ 25	\$ 12.11	\$ 10.63	\$ 11.12		\$14.38	\$75	\$ 411.74	\$ 2,464.39	\$ 3,785.59	\$ 6,661.71	\$ 7,910.44	\$ 14,647.15	340.00	\$ 8,745.00			
22	December	2007	68.1	246.3	350	664.4	\$ 25	\$ 12.11	\$ 10.63	\$ 11.12		\$14.38	\$75	\$ 824.69	\$ 2,982.69	\$ 4,385.50	\$ 8,045.88	\$ 9,554.07	\$ 17,674.96	340.00	\$ 8,745.00			
23	January	2008	78.3	316.9	364.4	759.6	\$ 25	\$ 12.11	\$ 10.63	\$ 11.12		\$14.38	\$75	\$ 948.21	\$ 3,837.66	\$ 4,412.88	\$ 9,198.76	\$ 10,923.05	\$ 20,196.80	340.00	\$ 8,745.00			
24	February	2008	75.6	306	329.9	711.5	\$ 25	\$ 12.11	\$ 10.63	\$ 11.12		\$14.38	\$75	\$ 915.52	\$ 3,705.66	\$ 3,995.09	\$ 8,616.27	\$ 10,231.37	\$ 18,922.64	340.00	\$ 8,745.00			
25	March	2008	75.9	314.3	389	779.2	\$ 25	\$ 12.11	\$ 10.63	\$ 11.12		\$14.38	\$75	\$ 919.15	\$ 3,806.17	\$ 4,710.79	\$ 9,436.11	\$ 11,204.90	\$ 20,716.01	340.00	\$ 8,745.00			
26	April	2008	30	157.2	212.6	399.8	\$ 25	\$ 12.11	\$ 10.63	\$ 11.12		\$14.38	\$75	\$ 363.30	\$ 1,903.69	\$ 2,574.59	\$ 4,841.58	\$ 5,749.12	\$ 10,665.70	340.00	\$ 8,745.00			
27	May	2008	0.3	127.1	210.6	338.0	\$ 25	\$ 12.11	\$ 10.63	\$ 11.12		\$14.38	\$75	\$ 3.63	\$ 1,539.18	\$ 2,550.37	\$ 4,093.18	\$ 4,860.44	\$ 9,028.62	340.00	\$ 8,745.00			
28	June	2008	0	55.3	114.4	169.7	\$ 25	\$ 12.11	\$ 10.63	\$ 11.12		\$14.38	\$50	\$ -	\$ 669.68	\$ 1,385.38	\$ 2,055.07	\$ 2,440.29	\$ 4,545.35	340.00	\$ 8,720.00			
29	July	2008	0	31.1	77.1	108.2	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$14.38	\$50	\$ -	\$ 493.56	\$ 1,223.58	\$ 1,717.13	\$ 1,555.92	\$ 3,323.05	340.00	\$ 8,862.80			
30	August	2008	0	36.4	88.1	124.5	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$14.38	\$50	\$ -	\$ 577.67	\$ 1,398.15	\$ 1,975.82	\$ 1,790.31	\$ 3,816.13	340.00	\$ 8,862.80			
31	September	2008	0	75.1	135.3	210.4	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$14.38	\$50	\$ -	\$ 1,191.84	\$ 2,147.21	\$ 3,339.05	\$ 3,025.55	\$ 6,414.60	340.00	\$ 8,862.80			
32	Annual Total		362.2	1,988.2	2,773.8	5124.2							\$775	\$ 4,386.24	\$24,613.28	\$ 34,720.60	\$ 63,720.12	\$ 73,648.94	\$ 138,144.06	4,080.00	\$ 104,417.20	-24.4%	1,044.20 25.6%	
33																								
34																								
35	October	2008	80.1	151	232.9	464.0	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$14.38	\$75	\$ 1,271.19	\$ 2,396.37	\$ 3,696.12	\$ 7,363.68	\$ 6,672.32	\$ 14,111.00	340.00	\$ 8,887.80			
36	November	2008	35.1	158.6	356	549.7	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$19.81	\$75	\$ 557.04	\$ 2,516.98	\$ 5,649.72	\$ 8,723.74	\$ 10,889.56	\$ 19,688.30	340.00	\$ 10,734.00			
37	December	2008	64.5	263.1	486.6	814.2	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$19.81	\$75	\$ 1,023.62	\$ 4,175.40	\$ 7,722.34	\$ 12,921.35	\$ 16,129.30	\$ 29,125.66	340.00	\$ 10,734.00			
38	January	2009	84	299.4	499.3	882.7	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$19.81	\$75	\$ 1,333.08	\$ 4,751.48	\$ 7,923.89	\$ 14,008.45	\$ 17,486.29	\$ 31,569.74	340.00	\$ 10,734.00			
39	February	2009	72.6	280.5	441.7	794.8	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$21.31	\$75	\$ 1,152.16	\$ 4,451.54	\$ 7,009.78	\$ 12,613.48	\$ 16,937.19	\$ 29,625.66	340.00	\$ 11,244.00			
40	March	2009	55.3	212.3	331	598.6	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$21.31	\$75	\$ 877.61	\$ 3,369.20	\$ 5,252.97	\$ 9,499.78	\$ 12,756.17	\$ 22,330.95	340.00	\$ 11,244.00			
41	April	2009	33.2	151	235.7	419.9	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$21.31	\$75	\$ 526.88	\$ 2,396.37	\$ 3,740.56	\$ 6,663.81	\$ 8,948.07	\$ 15,696.88	340.00	\$ 11,244.00			
42	May	2009	2.3	104	155.4	261.7	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$21.31	\$75	\$ 36.50	\$ 1,650.48	\$ 2,466.20	\$ 4,153.18	\$ 5,576.83	\$ 9,805.01	340.00	\$ 11,244.00			
43	June	2009	2.5	80.6	135.7	218.8	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$21.31	\$75	\$ 39.68	\$ 1,279.12	\$ 2,153.56	\$ 3,472.36	\$ 4,662.63	\$ 8,209.98	340.00	\$ 11,244.00			
44	July	2009	0	44.7	89.3	134.0	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$21.31	\$50	\$ -	\$ 709.39	\$ 1,417.19	\$ 2,126.58	\$ 2,855.54	\$ 5,032.12	340.00	\$ 11,219.00			
45	August	2009	0	35	87.7	122.7	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$21.31	\$50	\$ -	\$ 555.45	\$ 1,391.80	\$ 1,947.25	\$ 2,614.74	\$ 4,611.99	340.00	\$ 11,219.00			
46	September	2009	0	84.8	135.9	220.7	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$21.31	\$50	\$ -	\$ 1,345.78	\$ 2,156.73	\$ 3,502.51	\$ 4,703.12	\$ 8,255.63	340.00	\$ 11,219.00			
47	Annual Total		429.6	1,865.0	3,187.2	5481.8							\$825	\$ 6,817.75	\$29,597.55	\$ 50,580.86	\$ 86,996.17	\$ 110,231.74	\$ 198,052.90	4,080.00	\$ 130,966.80	-33.9%	1,401.80 34.4%	
48																								
49																								
50	October	2009	31.2	165.9	305.5	502.6	\$ 25	\$ 15.87	\$ 13.93	\$ 11.54		\$21.31	\$75	\$ 495.14	\$ 2,632.83	\$ 4,848.29	\$ 7,976.26	\$ 10,710.41	\$ 18,761.67	340.00	\$ 11,244.00			
51	November	2009	24.1	196.6	251.5	472.2	\$ 25	\$ 18.54	\$ 16.27	\$ 13.48		\$17.36	\$75	\$ 446.81	\$ 3,644.96	\$ 4,662.81	\$ 8,726.59	\$ 8,197.39	\$ 17,026.98	340.00	\$ 10,560.60			
52	December	2009	69.2	352	292	713.2	\$ 25	\$ 18.54	\$ 16.27	\$ 13.48		\$17.89	\$75	\$ 1,282.97	\$ 6,526.08	\$ 5,413.68	\$ 13,222.73	\$ 12,759.15	\$ 26,056.88	340.00	\$ 10,740.80			
53	Total 1st Qtr		124.5	714.5	849.0	1688.0							\$225	\$ 2,224.93	\$12,803.88	\$ 14,924.78	\$ 29,953.58	\$ 31,666.95	\$ 61,845.52	1,020.00	\$ 32,545.40			
54																								
55	Proposed New Contract																							
56	January	2010	86.6	416.1	289.9	792.6	\$ 25	\$ 18.54	\$ 16.27	\$ 13.48		\$17.89	\$75	\$ 1,605.56	\$ 7,714.49	\$ 5,374.75	\$ 14,694.80	\$ 14,179.61	\$ 28,949.42	456.75	\$ 14,403.25			
57	February	2010	81.1	425.8	288.6	795.5	\$ 25	\$ 18.54	\$ 16.27	\$ 13.48		\$17.89	\$75	\$ 1,503.59	\$ 7,894.33	\$ 5,350.64	\$ 14,748.57	\$ 14,231.50	\$ 29,055.07	456.75	\$ 14,403.25			

SARAH KNOWLTON  
MCLANE GRAF RAULERSON & MIDD  
PO BOX 459  
PORTSMOUTH NH 03801

Docket #: 10-116      Printed: September 09, 2010

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MATTHEW FOSSUM  
NHPUC  
21 SOUTH FRUIT ST, SUITE 10  
CONCORD NH 03301-2429

ROBERT WYATT  
NHPUC  
21 SOUTH FRUIT ST, SUITE 10  
CONCORD NH 03301-2429

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21 SOUTH FRUIT ST, SUITE 10  
CONCORD NH 03301-2429