

**GAS COMPANIES**

The Commonwealth of Massachusetts

**RETURN**

OF THE

**BAY STATE GAS COMPANY d/b/a  
COLUMBIA GAS OF MASSACHUSETTS**

TO THE

**DEPARTMENT OF PUBLIC UTILITIES**

OF MASSACHUSETTS

FOR THE YEAR ENDED DECEMBER 31,

**2010**

# DEPARTMENT OF PUBLIC UTILITIES

This statement is filed in accordance with Chapter 164, Section 84A

## CONDENSED FINANCIAL RETURN

FOR YEAR ENDED DECEMBER 31, 2010

FULL NAME OF COMPANY Bay State Gas Company d/b/a Columbia Gas of Massachusetts

LOCATION OF PRINCIPAL BUSINESS OFFICE 300 Friberg Parkway, Westborough, MA 01581-5039

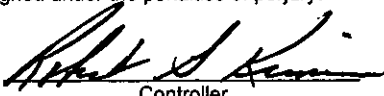
### STATEMENT OF INCOME FOR THE YEAR

Item	Current Year	Increase or (Decrease) from Preceding Year
<b>OPERATING INCOME</b>		
Operating Revenues.....	447,328,419	(37,025,508)
Operating Expenses.....		
Operation Expense.....	341,945,493	(40,151,601)
Maintenance Expense.....	12,415,673	1,435,167
Depreciation Expense.....	36,565,347	1,713,525
Amortization of Utility Plant.....	12,230,748	(1,763,069)
Amortization of Property Losses.....	0	(101,598)
Amortization of Investment Tax Credit.....	(223,932)	0
Taxes other than Income Taxes.....	15,029,694	2,331,576
Income Taxes.....	(270,755)	17,479,392
Provisions for Deferred Federal Income Taxes.....	24,743,094	(20,411,404)
Federal Income Taxes Deferred In Prior Years.....	(19,430,377)	(199,167)
Total Operating Expenses.....	423,004,985	(39,667,178)
Net Operating Revenues.....	24,323,434	2,641,671
Income from Utility Plant Leased to Others.....	0	0
Other Utility Operating Income.....	0	0
Total Utility Operating Income.....	24,323,434	2,641,671
<b>OTHER INCOME</b>		
Income (Loss) from Mdse. Jobbing & Contract Work - After Taxes	(19,155)	(61,679)
Income from Nonutility Operations - After Taxes	(5,495)	2,842
Nonoperating Rental Income - After Taxes	0	0
Interest and Dividend Income - After Taxes	717,555	145,311
Miscellaneous Nonoperating Income + Earnings of Subsidiaries - After Taxes	213,342	(764,860)
Total Other Income.....	906,247	(678,386)
Total Income.....	25,229,681	1,963,284
<b>MISCELLANEOUS INCOME DEDUCTIONS</b>		
Miscellaneous Amortization.....	0	0
Other Income Deductions - After Taxes	1,118,203	80,465
Total Income Deductions.....	1,118,203	80,465
Income Before Interest Charges.....	24,111,478	1,882,820
<b>INTEREST CHARGES</b>		
Interest on Long-Term Debt.....	13,019,500	0
Amortization of Debt Discount and Expense.....	399,972	0
Amortization of Premium on Debt-Credit.....	0	0
Interest on Debt to Associated Companies.....	306,040	(378,635)
Other Interest Expense.....	696,717	56,948
Interest Charged to Construction-Credit.....	(12,344)	(13,400)
Total Interest Charges.....	14,409,885	(335,088)
Net Income.....	9,701,593	2,217,907

<b>BALANCE SHEET</b>			
Title of Account	Balance End of Year	Title of Account	Balance End of Year
<b>UTILITY PLANT</b>		<b>PROPRIETARY CAPITAL</b>	
Utility Plant.....	\$ 1,442,499,559	<b>CAPITAL STOCK</b>	
<b>OTHER PROPERTY AND INVESTMENTS</b>		Common Stock Issued.....	\$ 100
Nonutility Property.....	267,230	Preferred Stock Issued.....	0
Investment in Associated Companies.....	(2,099,329)	Capital Stock Subscribed.....	0
Other Investments.....	25,000	Premium on Capital Stock.....	411,771,866
Special Funds.....	0	Total.....	411,771,966
Total Other Property and Investments	(1,807,099)	<b>SURPLUS</b>	
<b>CURRENT AND ACCRUED ASSETS</b>		Other Paid-In Capital.....	7,258,473
Cash.....	885,024	OCI Deficit.....	(2,099,329)
Special Deposits.....	0	Earned Surplus	15,165,601
Working Funds.....	6,700	Total.....	20,324,745
Temporary Cash Investments.....	0	Total Proprietary Capital.....	432,096,711
Notes and Accounts Receivable.....	65,835,109	<b>LONG-TERM DEBT</b>	
Receivables from Associated Co.....	1,129,744	Bonds.....	0
Materials and Supplies.....	22,928,808	Capital-Lease Obligations.....	0
Prepayments.....	1,777,706	Other Long-Term Debt.....	218,500,000
Interest and Dividends Receivable.....	3,782	Total Long-Term Debt	218,500,000
Rents Receivable.....	0	<b>CURRENT AND ACCRUED LIABILITIES</b>	
Accrued Utility Revenues.....	45,034,336	Notes Payable.....	0
Miscellaneous Current and Accrued Assets	0	Accounts Payable.....	45,773,982
Def. Fuel Costs.....	16,514,807	Payables to Associated Companies.....	78,488,045
Total Current and Accrued Assets.....	154,116,016	Customer Deposits.....	3,903,345
<b>DEFERRED DEBITS</b>		Taxes Accrued.....	(1,123,074)
Unamortized Debt Discount Expense	4,376,462	Interest Accrued.....	1,896,394
Extraordinary Property Losses.....	0	Dividends Declared.....	0
Preliminary Survey and Investigation	0	Fuel Purchase Commitments.....	0
Charges.....	0	Capital Leases.....	0
Clearing Accounts.....	0	Tax Collections Payable.....	815,153
Temporary Facilities.....	0	Misc. Current and Accrued Liabilities.....	30,458,532
Miscellaneous Deferred Debits.....	122,703,969	Total Current and Accrued Liabilities.....	160,212,377
Total Deferred Debits.....	127,080,431	<b>DEFERRED CREDITS</b>	
<b>CAPITAL STOCK DISCOUNT AND EXPENSE</b>		Unamortized Premium on Debt.....	0
Discount on Capital Stock.....	0	Customer Advances for Construction.....	27,732
Capital Stock Expense.....	0	Other Deferred Credits.....	15,631,226
Total Capital Stock Discount and Exp.	0	Total Deferred Credits.....	15,658,958
<b>REACQUIRED SECURITIES</b>		<b>RESERVES</b>	
Reacquired Capital Stock.....	0	Reserves for Depreciation.....	414,493,786
Reacquired Bonds.....	0	Reserves for Amortization.....	140,218,530
Total Reacquired Securities.....	0	Reserves for Uncollectible Accounts.....	5,253,566
Total Assets and Other Debits.....	\$ 1,721,888,907	Operating Reserves.....	58,261,735
		Reserve for Depreciation and Amort- ization of Nonutility Property.....	192,134
		Reserves for Deferred Federal Income Taxes.....	277,001,110
		Total Reserves.....	895,420,861
		<b>CONTRIBUTIONS IN AID OF CONSTRUCTION</b>	
		Contributions in Aid of Construction.....	0
		Total Liabilities and Other Credits.....	\$ 1,721,888,907

Annual report of ..... Columbia Gas of Massachusetts ..... Year ended December 31, 2010

STATEMENT OF EARNED SURPLUS			
	Amount for Year	Increase or (Decrease) from Preceding Year	
Unappropriated Earned Surplus (at beginning of period).....	\$ 16,756,058	\$ 9,980,256	
Balance Transferred from Income.....	9,701,593	2,217,907	
Miscellaneous Credits to Surplus..... Prior Period Adjustment		0	
Miscellaneous Debits to Surplus..... FAS 158 Adjustment	1,329,438	(1,272,306)	
Miscellaneous Credits to Surplus..... FAS 158 Adjustment State Tax Effect	(86,418)	82,696	
Miscellaneous Credits to Surplus..... FAS 158 Adjustment Fed Tax Effect	(435,057)	416,363	
Miscellaneous Credits to Surplus..... OCI Deficits		0	
Miscellaneous Credits to Surplus..... Tax Allocations	59,131	(4,856,229)	
Net Additions to Earned Surplus.....	10,568,687	(3,411,569)	
Dividends Declared-Preferred Stock.....	0	0	
Appropriations of Surplus for Common Stock Rights.....	0	0	
Dividends Declared-Common Stock.....	7,000,000	3,000,000	
Unappropriated Earned Surplus (at end of period).....	\$ 20,324,745	\$ 3,568,687	
ELECTRIC OPERATING REVENUES			
Account	Operating Revenues		
	Amount for Year	Increase or (Decrease) from Preceding Year	
<b>SALES OF ELECTRICITY</b>			
Residential Sales.....			
Commercial and Industrial Sales.....			
Small (or Commercial).....			
Large (or Industrial).....			
Public Street and Highway Lighting.....			
Other Sales to Public Authorities.....			
Sales to Railroad and Railways.....			
Interdepartmental Sales.....			
Miscellaneous Electric Sales.....			
Total Sales to Ultimate Consumers.....			
Sales for Resale.....			
Total Sales of Electricity.....			
<b>OTHER OPERATING REVENUES</b>			
Forfeited Discounts.....			
Miscellaneous Service Revenues.....			
Sales of Water and Water Power.....			
Rent from Electric Property.....			
Interdepartmental Rents.....			
Other Electric Revenues.....			
Total Other Operating Revenues.....			
Total Electric Operating Revenues.....			
SUMMARY OF ELECTRIC OPERATION AND MAINTENANCE EXPENSES			
Functional Classification	Operation	Maintenance	Total
Power Production Expenses.....	\$	\$	\$
Electric Generation			
Steam Power.....			
Nuclear Power.....			
Hydraulic Power.....			
Other Power.....			
Other Power Supply Expenses.....			
Total Power Production Expenses.....			
Transmission Expenses.....			
Distribution Expenses.....			
Customer Accounts Expenses.....			
Sales Expenses.....			
Administrative and General Expenses.....			
Total Electric Operation and Maintenance Expenses.....			

GAS OPERATING REVENUES			
ACCOUNT	Operating Revenues		
	Amount for Year	Increase or (Decrease) from Preceding Year	
<b>SALES OF GAS</b>			
Residential Sales.....	\$ 297,341,491	\$ (24,898,877)	
Commercial and Industrial Sales.....			
Commercial & Industrial.....	96,917,776	(13,049,525)	
Interruptible.....	1,408	(554,270)	
Other Sales to Public Authorities.....	0	0	
Interdepartmental Sales.....	0	0	
Unbilled Gas Sales.....	(4,591,400)	991,966	
Total Sales to Ultimate Consumers.....	389,669,275	(37,510,706)	
Sales for Resale.....	280,394	(17,541)	
Total Sales of Gas.....	389,949,669	(37,528,247)	
<b>OTHER OPERATING REVENUES</b>			
Residential Transportation.....	244,591	18,638	
Forfeited Discounts-Late Payment Charges.....	420,435	(191,401)	
Miscellaneous Service Revenues.....	15,742,519	(384,414)	
Revenues from Transportation of Gas to Others.....	34,004,828	379,975	
Sales of Products Extracted from Natural Gas.....	0	0	
Revenues from Natural Gas Processed by Others.....	0	0	
Rent from Gas Property.....	502,691	113,846	
Interdepartmental Rents.....	0	0	
Other Gas Revenues.....	6,463,686	566,095	
Total Other Operating Revenues.....	57,378,750	502,739	
Total Gas Operating Revenues.....	\$ 447,328,419	\$ (37,025,508)	
<b>SUMMARY OF GAS OPERATIONS AND MAINTENANCE EXPENSES</b>			
Functional Classification	Operation	Maintenance	Total
Steam Production.....			
Manufactured Gas Production.....	\$ 11,148,687	\$ 654,387	\$ 11,803,074
Other Gas Supply Expenses.....	208,585,246	0	208,585,246
Total Production Expenses.....	219,733,933	654,387	220,388,320
Local Storage Expenses.....	0	0	0
Transmission and Distribution Expense.....	21,421,228	8,324,448	29,745,676
Customer Accounts Expense.....	22,913,127	0	22,913,127
Sales Expense.....	1,124,427	0	1,124,427
Administrative and General Expenses.....	76,752,778	3,436,838	80,189,616
Total Gas Operation and Maintenance Expenses.....	\$ 341,945,493	\$ 12,415,673	\$ 354,361,166
<p>March 31, 2011, I hereby certify that the foregoing statements are full, just and true to the best of my knowledge and belief. This statement is signed under the penalties of perjury.</p> <div style="text-align: center;">               Controller         </div>			

# DEPARTMENT OF PUBLIC UTILITIES

## OFFICE OF UTILITY ACCOUNTING

One South Station

Boston, MA. 02110

Statement of Gross Revenues

Name of Company Columbia Gas of Massachusetts

**2010**

Massachusetts Gross Revenues (Intrastate)	\$	447,328,419
Gross Revenues Outside Mass. (Interstate)		<u>0</u>
Total Revenues as per Annual Return Form	\$	<u><u>447,328,419</u></u>

I hereby certify under the penalties of perjury, that the foregoing statement is true to the best of my knowledge and belief.



Robert G. Kriner

Title Controller

Columbia Gas of Massachusetts  
Return on Equity  
For the Twelve Months Ended December 31, 2010

Ln. No.	Item (1)	Detail (2)	Total (3)
1	<b>Net Utility Income Available for Common Shareholders</b>		
2	Total Utility Operating Income - Annual Return - Pg. 10, Ln 18		\$ 24,323,434
3	Plus:		
4	Amortization of Acquisition Premium	\$ 10,989,478	
5	Service Quality Penalties	-	
6	Total	\$ 10,989,478	
7	Income Taxes on amortization	\$ 4,310,623	
8	Net Additions to Utility Operating Income (Ln. 6 - Ln. 7)		\$ 6,678,855
9	Less:		
10	Total Interest Charges - Annual Return - Pg. 10, Ln. 39	\$ 14,409,885	
11	Dividends Declared - Preferred Stock	-	
12	Total	\$ 14,409,885	
13	Utility Ratio (See Ln. 35 below)	99.97%	
14	Utility Interest Charges (Ln. 12 * Ln. 13)	\$ 14,405,562	
15	Income taxes on difference (Ln. 12 - Ln. 14) * 0.39225	\$ 1,696	
16	Net Utility Interest Charges (Ln. 14 + Ln. 15)		\$ 14,407,258
17	Net Utility Income (Ln.2 + Ln.8 - Ln. 16)		\$ 16,595,031
18	<b>Total Utility Common Equity</b>		
19	Total Proprietary Capital - Annual Return - Pg. 9, Ln. 13		
20	Balance Beginning of Year - Column (b)		\$ 428,528,024
21	Balance End of Year - Column (c)		\$ 432,096,711
22	Average (Ln. 20 + Ln 21)/2		\$ 430,312,368
23	Less:	<b>Beginning Year</b>	<b>Ending Year</b>
24	Average Preferred stock - Annual Return - Pg. 9, Ln. 4		
25	Average Unamortized Acquisition Premium net of deferred income taxes		\$ 190,903,947
26	Average Investments in Subsidiary Companies-Annual Return-Pg8, Ln.5	\$ (2,907,292)	\$ (2,099,329)
27	Total Average Common Equity (Ln. 22 - Lns. 24, 25 and 26)		\$ 241,911,731
28	Utility Ratio (See Ln. 35 below)		99.97%
29	Total Average Utility Common Equity (Ln. 27 * Ln. 28)		\$ 241,839,157
30	Return on Equity (Ln. 17/Ln. 29)		6.86%
31	Utility Ratio:	<b>Total</b>	<b>Less Acquisition Premium &amp; Invest. In Subs.</b>
32	Utility Plant - Annual Return - Pg. 8, Ln. 2	\$ 1,442,499,559	\$ (442,163,257)
33	Total Other Property & Investment - Annual Return - Pg 8, Ln. 2	\$ (1,807,099)	\$ 2,099,329
34	Total	\$ 1,440,692,460	\$ 1,000,628,532
35	Utility Ratio (Ln. 32/ Ln. 34)		99.97%

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Designate in column (c) by the terms "none" or "not applicable," as appropriate, in instances where no information or amounts have been reported in certain schedules. Pages may be omitted where the responses are "none" or "not applicable" to the schedules on such pages.

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Annual report of .....Columbia Gas of Massachusetts.....Year ended December 31,2010

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Boilers	75	N/A
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GENERAL INFORMATION			
PRINCIPAL AND SALARIED OFFICERS *			
Titles	Names	Addresses	Annual Salaries
President	Stephen H. Bryant	300 Friberg Parkway, Westborough, MA	\$
Chief Executive Officer	Jimmy D. Staton	801 East 86th Avenue, Merrillville, IN	
Senior Vice President & Senior Operations Officer	Shawn L. Patterson	200 Civic Center Drive, Columbus, OH	
Senior Vice President & Senior Commercial Officer	Steven M. Wamick	200 Civic Center Drive, Columbus, OH	
General Manager	Frank Davis Jr.	300 Friberg Parkway, Westborough, MA	
Chief Financial Officer-Gas Distribution	Stanley J. Sagun	200 Civic Center Drive, Columbus, OH	
Vice President, Commercial Operations	Heather Bauer	200 Civic Center Drive, Columbus, OH	
Vice President, Retail Products & Services	Scott C. MacDonald	100 International Drive, Portsmouth, NH	
Vice President, Communications Strategy	Charles E. Moran	2025 Roosevelt Ave, Springfield, MA	
Vice President, Sales & Marketing	Douglas A. Nusbaum	7080 Fry Road, Middleburg Heights, OH	
Vice President, Ethics/Compliance & Clerk	Gary W. Pottorff	801 East 86th Avenue, Merrillville, IN	
Vice President, Human Resources	Edward A. Santry	121 Champion Way, Canonsburg, PA	
Vice President, Engineering & Operations	Charles E. Shafer II	200 Civic Center Drive, Columbus, OH	
Vice President & Assistant Clerk	Robert E. Smith	801 East 86th Avenue, Merrillville, IN	
Vice President, Regulatory Strategy/Support	Suzanne Surface	200 Civic Center Drive, Columbus, OH	
Vice President, Treasurer & Chief Risk Officer	David J. Vajda	801 East 86th Avenue, Merrillville, IN	
Vice President, Chief Accounting Officer	Jon D. Veurink	200 Civic Center Drive, Columbus, OH	
Vice President, Supply & Optimization	Michael D. Watson	200 Civic Center Drive, Columbus, OH	
Master Gas Fitter & Master Gas Plumber	Francis Corkery	995 Belmont Street, Brockton, MA	
Controller	Robert G. Kriner	200 Civic Center Drive, Columbus, OH	
Assistant Controller	John M. O'Brien	200 Civic Center Drive, Columbus, OH	
Assistant Clerk	James H. Keshian	300 Friberg Parkway, Westborough, MA	
Assistant Treasurer	Vincent V. Rea	801 East 86th Avenue, Merrillville, IN	
DIRECTORS *			
Names	Addresses	Fees Paid During Year (E)	
Stephen H. Bryant	300 Friberg Parkway, Westborough, MA		
Frank Davis Jr.	300 Friberg Parkway, Westborough, MA		
Jimmy D. Staton	801 East 86th Avenue, Merrillville, IN		
(E) Included, where applicable, annual retainer paid to Directors who are not salaried officers of Company or subsidiary. Directors' meeting attendance fees, annual committee fees and committee meeting attendance fees. * By General Laws, Chapter 164, Section 83, the Return must contain a "list of the names of all their salaried officers and the amount of the salary paid to each," and by Section 77, the department is required to include in its annual report "the names and addresses of the principal officers and of the directors."			

**GENERAL INFORMATION - Continued**

1. Corporate name of company making this report:  
**Bay State Gas Company**

2. Date of organization:  
**See Note 1**

3. Date of incorporation:  
**November 10, 1998 as Acquisition Gas Company, Inc.**

4. Give location (including street and number) of principal business office:  
**300 Friberg Parkway, Westborough, Massachusetts 01581**

5. Total number of stockholders: **One - NiSource Inc., 801 East 86th Avenue, Merrillville, IN 46410**

6. Number of stockholders in Massachusetts: **None**

7. Amount of stock held in Massachusetts:	No. of shares,	0 Common	\$0
	No. of shares,	0 \$50 Pfd.	\$0
	No. of shares,	0 \$100 Pfd.	\$0

8. Capital stock issued prior to June 5, 1894:	No. of shares,	N/A	
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9. Capital stock issued with approval of Board of Gas and Electric Light Commissioners or Department of Public Utilities since June 5, 1894	No. of shares,	100 Common	\$100
	No. of shares,	0 \$100 Pfd.	\$0
	No. of shares,	0 \$50 Pfd.	\$0

Total 100 Common Shares, par value, \$1.00, outstanding at December 31, 2010			\$100
0 Pfd., par value, \$100			\$0
0 Pfd., par value, \$ 50			\$0

10. In connection with the Company's Common Stock Issuance:

DTE #98-31

In connection with the Company's Merger with NiSource Inc. 100 Shares of Common Stock, \$ 1.00 Par Value, were Issued, as approved in DTE #98-31, dated November 5, 1998.

11. Management Fees and Expenses during the Year.

List all individuals, corporations or concerns with whom the company has any contract or agreement covering management or supervision of its affairs, such as accounting, financing, engineering, construction, purchasing, operation, etc., & show the total amount paid to each for the year.

	Gross Dollars Billed to	Portion of Billed Charged
	Columbia Gas of Massachusetts	to Balance Sheet or Non-Utility Expense

**Year 2010**

Management Fee - NiSource Corporate Services Co.	38,622,372	3,488,758
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**GENERAL INFORMATION - Continued**

- 12. Describe briefly all the important physical changes in the property during the last fiscal period including additions, alterations or improvements to the works or physical property retired.

**ADDITIONS - MAJOR**

Gas Mains  
Gas Services

**RETIREMENTS - MAJOR**

Gas Services  
Gas Mains

**Note 1**

On November 10, 1998, Acquisition Gas Company, Inc. was formed as a subsidiary of NiSource, Inc. On February 12, 1999, (Old) Bay State Gas Company was merged into Acquisition Gas Company, Inc. Old Bay State Gas Company was dissolved and Acquisition Gas Company changed its name to Bay State Gas Company.

**Note 2**

In 2010 Bay State Gas Company completed the process of changing the name of the Company to Columbia Gas of Massachusetts.

Annual report of .....Columbia Gas of Massachusetts.....Year ended December 31, 2010

<b>GENERAL INFORMATION - Continued</b>			
Names of the cities or towns in which the company supplies GAS, with the number of customers' meters in each place.		Names of the cities or towns in which the company supplies GAS, with the number of customers' meters in each place.	
City or Town	Number of Customers' Meters, Dec.31, 2010	City or Town	Number of Customers' Meters, Dec.31, 2010
Abington	204	Medfield	2,544
Agawam	7,506	Medway	2,348
Andover	7,445	Mendon	56
Attleboro	7,841	Methuen	13,147
Avon	1,038	Middleboro	54
Bellingham	1,970	Millis	1,100
Berkley	82	Monson	161
Bridgewater	3,433	Norfolk	382
Brockton	19,743	North Andover	6,130
Canton	6,015	Northampton	8,556
Chicopee	13,339	Norton	3,898
Dighton	651	Norwell	1,614
Dover	82	Palmer	192
Duxbury	3,165	Pembroke	3,779
East Bridgewater	2,255	Plympton	146
East Longmeadow	4,463	Randolph	6,974
Easthampton	3,336	Raynham	1,777
Easton	3,967	Rehoboth	105
Foxboro	4,325	Scituate	4,939
Franklin	7,616	Seekonk	2,484
Granby	257	Sharon	4,478
Halifax	773	South Hadley	3,841
Hampden	791	Southwick	606
Hanover	2,919	Springfield	38,583
Hanson	1,990	Stoughton	7,089
Haverhill	13	Swansea	7
Holbrook	2,053	Taunton	13,220
Lakeville	480	Walpole	5,401
Lawrence	19,806	West Bridgewater	1,536
Longmeadow	4,893	West Springfield	8,527
Ludlow	4,345	Wilbraham	2,814
Mansfield	5,213	Wrentham	1,499
Marshfield	7,514		
	149,523		147,987
		<b>* TOTAL</b>	<b>297,510</b>

\* Total represents active meters at December 31,2010

## COMPARATIVE BALANCE SHEET Assets and Other Debits

Line No.	Title of Account (a)	Balance Beginning of Year (b)	Balance End of Year (c)	Increase or (Decrease) (d)
1	<b>UTILITY PLANT</b>			
2	Utility Plant (101-107) P.13 .....	1,424,816,557	1,442,499,559	17,683,002
3	<b>OTHER PROPERTY AND INVESTMENTS</b>			
4	Nonutility Property (121) P.19.....	267,230	267,230	0
5	Investment in Associated Companies (123) P.20.....	(2,907,292)	(2,099,329)	807,963
6	Other Investments (124) P.20.....	25,000	25,000	0
7	Special Funds (125,126,127,128) P.21.....	0	0	0
8	Total Other Property and Investments.....	(2,615,062)	(1,807,099)	807,963
9	<b>CURRENT AND ACCRUED ASSETS</b>			
10	Cash (131).....	1,901,168	885,024	(1,016,144)
11	Special Deposits (132,133,134) P.21.....	0	0	0
12	Working Funds (135).....	6,700	6,700	0
13	Temporary Cash Investments (136) P.20.....	0	0	0
14	Notes and Accounts Receivable (141,142,143) P.22.....	60,511,965	65,835,109	5,323,144
15	Receivables from Assoc. Companies (145,146) P.23.....	1,347,525	1,129,744	(217,781)
16	Materials and Supplies (151-159,163) P.24.....	22,978,608	22,928,808	(49,800)
17	Prepayments (165).....	2,047,715	1,777,706	(270,009)
18	Interest and Dividends Receivable (171).....	0	3,782	3,782
19	Rents Receivable (172).....	0	0	0
20	Accrued Utility Revenues (173).....	48,946,678	45,034,336	(3,912,342)
21	Miscellaneous Current and Accrued Assets (174)	0	0	0
22	Def. Fuel Costs (175).....	7,683,864	16,514,807	8,830,943
23	Total Current and Accrued Assets.....	145,424,223	154,116,016	8,691,793
24	<b>DEFERRED DEBITS</b>			
25	Unamortized Debt Discount and Expense (181) P.26.....	4,650,098	4,376,462	(273,636)
26	Extraordinary Property Losses (182) P.27.....	0	0	0
27	Preliminary Survey and Investigation Charges (183).....	578,671	0	(578,671)
28	Clearing Accounts (184).....	0	0	0
29	Temporary Facilities (185).....	0	0	0
30	Miscellaneous Deferred Debits (186)...P.27.....	130,386,118	122,703,969	(7,682,149)
31	Total Deferred Debits.....	135,614,886	127,080,431	(8,534,455)
32	<b>CAPITAL STOCK DISCOUNT AND EXPENSE</b>			
33	Discount on Capital Stock (191) P.28.....	0	0	0
34	Capital Stock Expense (192) P.28.....	0	0	0
35	Total Capital Stock Discount and Expense.....	0	0	0
36	<b>REACQUIRED SECURITIES</b>			
37	Reacquired Capital Stock (196).....	0	0	0
38	Reacquired Bonds (197).....	0	0	0
39	Total Reacquired Securities.....	0	0	0
40	Total Assets and Other Debits.....	1,703,240,604	1,721,888,907	18,648,303

## COMPARATIVE BALANCE SHEET Liabilities and Other Credits

Line No.	Title of Account (a)	Balance Beginning of Year (b)	Balance End of Year (c)	Increase or (Decrease) (d)
1	PROPRIETARY CAPITAL			
2	CAPITAL STOCK			
3	Common Stock Issued (201) P.29.....	100	100	0
4	Preferred Stock Issued (204) P.29.....			
5	Capital Stock Subscribed (202,205).....			
6	Premium on Capital Stock (207) P.29.....	411,771,866	411,771,866	0
7	Total.....	411,771,966	411,771,966	0
8	SURPLUS			
9	Other Paid-In Capital (208-211) P. 30.....	7,199,342	7,258,473	59,131
10	OCI Deficit .....	(2,907,292)	(2,099,329)	807,963
11	Earned Surplus (215,216) P. 12.....	12,464,008	15,165,601	2,701,593
12	Total.....	16,756,058	20,324,745	3,568,687
13	Total Proprietary Capital.....	428,528,024	432,096,711	3,568,687
14	LONG TERM DEBT			
15	Bonds (221) P.31.....			
16	Capital Lease Obligations .....			
17	Other Long-Term Debt (224) P.31.....	218,500,000	218,500,000	0
18	Total Long-Term Debt.....	218,500,000	218,500,000	0
19	CURRENT AND ACCRUED LIABILITIES			
20	Notes Payable (231) P.32.....	0	0	0
21	Accounts Payable (232).....	41,234,895	45,773,982	4,539,087
22	Payables to Associated Companies (233,234) P.32.....	89,815,890	78,488,045	(11,327,845)
23	Customer Deposits (235).....	4,041,622	3,903,345	(138,277)
24	Taxes Accrued (236).....	7,442,132	(1,123,074)	(8,565,206)
25	Interest Accrued (237).....	1,857,563	1,896,394	38,831
26	Dividends Declared (238).....	0	0	0
27	Fuel Purchase Commitments.....	0	0	0
28	Capital Leases (240).....	0	0	0
29	Tax Collections Payable (241).....	714,184	815,153	100,969
30	Misc. Current and Accrued Liabilities (242) P.33.....	26,760,829	30,458,532	3,697,703
31	Total Current and Accrued Liabilities.....	171,867,115	160,212,377	(11,654,738)
32	DEFERRED CREDITS			
33	Unamortized Premium on Debt (251) P.26.....			
34	Customer Advances for Construction (252) .....	27,162	27,732	570
35	Other Deferred Credits (253) P.33.....	15,449,564	15,631,226	181,662
36	Total Deferred Credits.....	15,476,726	15,658,958	182,232
37	RESERVES			
38	Reserves for Depreciation (254-256) P.13.....	384,701,591	414,493,786	29,792,195
39	Reserves for Amortization (257-259) P.13.....	153,980,575	140,218,530	(13,762,045)
40	Reserve for Uncollectible Accounts (260).....	5,967,496	5,253,566	(713,930)
41	Operating Reserves (261-265) P.35.....	53,606,439	58,261,735	4,655,296
42	Reserve for Depreciation and Amortization of Nonutility Property (266).....	192,134	192,134	0
43	Reserves for Deferred Federal Income Taxes (267,268) P.36.....	270,420,504	277,001,110	6,580,606
44	Total Reserves.....	868,868,739	895,420,861	26,552,122
45	CONTRIBUTIONS IN AID OF CONSTRUCTION			
46	Contributions in Aid of Construction (271) P. 36.....	0	0	0
47	Total Liabilities and Other Credits.....	1,703,240,604	1,721,888,907	18,648,303

STATEMENT OF INCOME FOR THE YEAR			
Line No.	Account (a)	Current Year (b)	Increase or (Decrease) from Preceding Year (c)
1	<b>OPERATING INCOME</b>		
2	Operating Revenues (400) P.37,43.....	\$ 447,328,419	\$ (37,025,508)
3	Operating Expenses:		
4	Operation Expense (401) P.42,47.....	341,945,493	(40,151,601)
5	Maintenance Expense (402) P.42,47.....	12,415,673	1,435,167
6	Depreciation Expense (403) P.34.....	36,565,347	1,713,525
7	Amortization of Utility Plant (404 and 405).....	12,230,748	(1,763,069)
8	Asset Impairment.....	0	(101,598)
9	Amortization of Investment Tax Credit (407.2).....	(223,932)	0
10	Taxes Other Than Income Taxes (408) P.49.....	15,029,694	2,331,576
11	Income Taxes (409) P.49.....	(270,755)	17,479,392
12	Provision for Deferred Fed. Inc. Taxes (410) P.36.....	24,743,094	(20,411,404)
13	Fed. Inc. Taxes Def. in Prior Yrs.-Cr. (411) P. 36.....	(19,430,377)	(199,167)
14	Total Operating Expenses.....	423,004,985	(39,667,178)
15	Net Operating Revenues.....	24,323,434	2,641,671
16	Income from Utility Plant Leased to Others (412)-Net.....	0	0
17	Other Utility Operating Income (414) P.50.....		
18	Total Utility Operating Income.....	24,323,434	2,641,671
19	<b>OTHER INCOME</b>		
20	Income (Loss) from Mdse. Job & Contract Work (415) P. 51-After Taxes.....	(19,155)	(61,679)
21	Income from Nonutility Operations (417)-After Taxes.....	(5,495)	2,842
22	Nonoperating Rental Income (418).....	0	0
23	Interest and Dividend Income (419)-After Taxes.....	717,555	145,311
24	Misc Nonoperating Income (421)-After Taxes and Earnings of Subsidiaries.....	213,342	(764,860)
25	Total Other Income.....	906,247	(678,386)
26	Total Income.....	25,229,681	1,963,284
27	<b>MISCELLANEOUS INCOME DEDUCTIONS</b>		
28	Miscellaneous Amortization (425).....	0	0
29	Other Income Deductions (426) After Taxes.....	1,118,203	80,465
30	Total Income Deductions.....	1,118,203	80,465
31	Income Before Interest Charges.....	24,111,478	1,882,820
32	<b>INTEREST CHARGES</b>		
33	Interest on Long-Term Debt (427) P.31.....	13,019,500	0
34	Amortization of Debt Disc. & Expense (428) P.26.....	399,972	0
35	Amortization of Prem. on Debt-Credit (429) P.26.....	0	0
36	Int. on Debt to Associated Companies (430) P.31,32.....	306,040	(378,635)
37	Other Interest Expense (431).....	696,717	56,948
38	Interest Charged (Credited) to Construction-Credit (432).....	(12,344)	(13,400)
39	Total Interest Charges.....	14,409,885	(335,088)
40	Net Income.....	\$ 9,701,593	\$ 2,217,907
41	<b>EARNED SURPLUS</b>		
42	Unappropriated Earned Surplus (at beginning of period) (216).....	\$ 16,756,058	\$ 9,980,256
43	Balance Transferred from Income (433).....	9,701,593	2,217,907
44	Miscellaneous Debits to Surplus (434).....SFAS 158 Retained Earnings Adjustment	0	0
45	Miscellaneous Debits to Surplus(434).....OCI Deficits	807,963	(773,247)
46	Miscellaneous Credits to Surplus (434).....Tax Allocation	59,131	(4,856,229)
47	Miscellaneous Debits to Surplus (435).....Rounding	0	0
48	Net Additions of Earned Surplus.....	10,568,687	(3,411,569)
49	Appropriations of Surplus for Common Stock Rights(436).....	0	0
50	Dividends Declared-Common Stock (438).....	7,000,000	3,000,000
51	Unappropriated Earned Surplus (at end of period) (216).....	\$ 20,324,745	\$ 3,568,887



**STATEMENT OF EARNED SURPLUS (Accounts 215-216)**

1. Report in this schedule an accounting for changes in appropriated and unappropriated earned surplus for the year.  
 2. Each credit and debit during the year should be identified as to the surplus account in which included (Accounts 433-438 inclusive) and the contra primary accounts affected shown. Minor items may be grouped by classes; however, the number of items in each group should be shown.  
 3. For each reservation or appropriation of earned surplus state the purpose, amount, and in the case of reservations, the reserve account credited.

Explain in a footnote the basis for determining the amount reserved or appropriated and if such reservation or appropriation is to be recurrent, state the number and annual payments to be reserved or appropriated as well as the totals eventually to be accumulated.  
 4. Dividends should be shown for each class and series of capital stock. Show amounts of dividends per share.  
 5. List credits first; then debits.

Line No.	Item (a)	Contra Primary Account Affected (b)	Amount (c)
1	<b>UNAPPROPRIATED EARNED SURPLUS (Account 216)</b>		
2	Balance-Beginning of Year		\$ 16,756,058
3	Changes: (Identify by prescribed earned surplus accounts)		
4	Net Income - Mass operations	433	9,701,593
5			
6			
7			
8			
9			
10	APIC tax Allocation	Various	59,131
11	FAS 158 Adjustment - Pension - Northern	Various	610,267
12	FAS 158 Adjustment - OPEB - Northern	Various	197,696
13			
14			
15			
16			
17			
18			
19	Less: Appropriation of Earned Surplus for Common Stock Rights		
20	Appropriation of Earned Surplus for Common Stock Dividends		\$ 7,000,000
21			
22			
23			
24			
25			
26			
27	Balance - end of year		\$ 20,324,745
28	<b>APPROPRIATED EARNED SURPLUS (Account 215)</b>		
29	State balance and purpose of each appropriated earned surplus amount at end		\$
30	of year and give accounting entries for any applications of appropriated earned		
31	surplus during the year.		
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			
43			

**SUMMARY OF UTILITY PLANT AND RESERVES FOR DEPRECIATION AND AMORTIZATION**

Line No.	Item (a)	Total (b)	Electric (c)	Gas (d)	(e)	(f)	Common (g)
1	UTILITY PLANT:						
2	In Service:						
3	101 Plant in Service (Classified)	\$ 1,421,514,233		\$ 1,421,514,233			
4	106 Completed Construction not Classified.....						
5	Total P. 18.....	1,421,514,233		1,421,514,233			
6	101.1 Leased from Others.....						
7	105 Held for Future Use.....						
8	106 Completed Construction Not Classified...	8,983,631		8,983,631			
	107 Construction Work in Progress..	12,001,695		12,001,695			
9	Total Utility Plant.....	\$ 1,442,499,559		\$ 1,442,499,559			
10	DETAIL OF RESERVES FOR DEPRECIATION AND AMORTIZATION						
11	In Service:						
12	254 Depreciation P. 34.....	\$ 414,493,786		\$ 414,493,786			
13	257 Amortization.....	140,218,530		140,218,530			
14	Total, in Service.....	\$ 554,712,316		\$ 554,712,316			
15	Leased to Others:						
16	255 Depreciation.....						
17	258 Amortization.....						
18	Total, Leased to Others.....						
19	Held For Future Use:.....						
20	256 Depreciation.....						
21	259 Amortization.....						
22	Total, Held for Future Use.....						
23	Total Reserves for Depreciation and Amortization.....	\$ 554,712,316		\$ 554,712,316			

**UTILITY PLANT-GAS**

1. Report below the cost of utility plant in service according to prescribed accounts.  
2. Do not include as adjustments, corrections of additions and retirements for the current or

the preceding year. Such items should be included in column (c) or (d) as appropriate.  
3. Credit adjustments of plant accounts should be enclosed in parentheses to indicate the negative

effect of such amounts.  
4. Reclassifications or transfers within utility plant accounts should be shown in column (f).

Line No.	Account (a)	Balance Beginning of Year (b)	Additions (c)	Retirements (d)	Adjustments (e)	Transfers (f)	Balance End of Year (g)
1	1: INTANGIBLE PLANT	\$	\$	\$	\$	\$	\$
2	301 Organization.....	4,432,919					4,432,919
3	303 Miscellaneous Intangible Plant..	471,779,285	1,795,884	25,992,792			447,582,377
4	Total Intangible Plant.....	476,212,204	1,795,884	25,992,792			452,015,296
5	2. PRODUCTION PLANT						
6	Manufactured Gas Production Plant..						
7	304 Land and Land Rights	412,592					412,592
8	305 Structures and Improvements.....	3,089,793					3,089,793
9	306 Boiler Plant Equipment.....						
10	307 Other Power Equipment.....						
11	310 Water Gas Generating Equipment.						
12	311 Liquefied Petroleum Gas..... Equipment.....	4,493,751	5,206				4,498,957
13	312 Oil Gas Generating Equipment...						
14	313 Generating Equipment-Other..... Processes.....						
15	315 Catalytic Cracking Equipment...						
16	316 Other Reforming Equipment.....						
17	317 Purification Equipment.....						
18	321 LNG Equipment.....	16,897,347	4,839,802				21,737,149
19	319 Gas Mixing Equipment.....						
20	320 Other Equipment.....	838,544					838,544
21	Total Manufactured Gas						
22	Production Plant.....	25,732,027	4,845,008				30,577,035
23	3. STORAGE PLANT						
24	360 Land and Land Rights.....						
25	361 Structures and Improvements.....						
26	362 Gas Holders.....						
27	363 Other Equipment.....						
28	Total Storage Plant.....						

UTILITY PLANT - GAS (Continued)							
Line No.	Account (a)	Balance End of Year (g)	Additions (c)	Retirements (d)	Adjustments (e)	Transfers (f)	Balance End of Year (g)
1	<b>4. TRANSMISSION AND DISTRIBUTION PLANT</b>						
2	365.1 Land and Land Rights.....						
3	365.2 Rights of Way.....						
4	366 Structures and Improvements.....						
5	367 Mains.....						
6	368 Compressor Station Equipment...						
7	369 Measuring and Regulating Station Equipment.....						
9	374 Land & Land Rights, right of Way	328,014					328,014
10	375 Structures & Improvements.....	10,348,804	5,939				10,354,743
11	376 Mains.....	421,914,528	12,882,405	1,424,416			433,372,517
12	377 Compressor Station Equipment.....	327,265					327,265
13	378 Regulator Station.....	20,286,644					20,286,644
14	379 Other Equipment.....						
15	380 Services.....	292,679,137	15,073,362	933,959			306,818,540
16	381 Meters.....	29,354,331	577,125	252,176			29,679,280
17	382 Meter Installations.....	61,208,730	3,785,778	45,327			64,949,181
18	383 House Regulators.....	12,722,656		370,379			12,352,277
19	386 Other Property on Cust's Prem.....	33,904,500	2,466,977	569,752			35,801,725
20	387 Other Equipment.....						
21	<b>Total Transmission and Distribution Plant.....</b>	<b>883,074,609</b>	<b>34,791,586</b>	<b>3,596,009</b>			<b>914,270,186</b>
23	<b>5. GENERAL PLANT</b>						
24	389 Land and Land Rights.....	172,321					172,321
25	390 Structures and Improvements.....						
26	391 Office Furniture and Equipment.....	5,288,639	691,398	446,230			5,533,807
27	392 Transportation Equipment.....	86,923		50,469			36,454
28	393 Stores Equipment.....	46,405					46,405
29	394 Tools, Shop, and Garage Eqpt....	3,687,239	47,240	619,661			3,114,818
30	395 Laboratory Equipment.....	177,937					177,937
31	396 Power Operated Equipment.....	17,221		8,092			9,129
32	397 Communication Equipment.....	14,768,520	1,136,439	440,715			15,464,244
33	398 Miscellaneous Equipment.....	145,656		49,055			96,601
34	399 Other Tangible Property.....						
35	<b>Total General Plant.....</b>	<b>24,390,861</b>	<b>1,875,077</b>	<b>1,614,222</b>			<b>24,651,716</b>
36	<b>Total Gas Plant in Service.....</b>	<b>1,409,409,701</b>	<b>43,307,555</b>	<b>31,203,023</b>			<b>1,421,514,233</b>
37	101.1 Utility Plant Leased From Others.....						
38	105 Held for Future Use						
39	106 Completed Construction Not Classified...	9,369,716	(386,085)				8,983,631
40	107 Construction Work in Progress.....	6,037,140	5,964,555				12,001,695
41	<b>Total Utility Plant - Gas.....</b>	<b>1,424,816,557</b>	<b>48,886,025</b>	<b>31,203,023</b>			<b>1,442,499,559</b>

Note: Completed Construction Not Classified, Account 106, shall be classified in this schedule according to prescribed accounts, on an estimated basis if necessary, and the entries included in column (c). Also to be included in column (c) are entries for reversals of tentative distribution of prior year reported in column (c). Likewise, if the respondent has a significant amount of plant retirements which have not been classified to primary accounts at the end of the year, a tentative distribution of such retirements on an estimated basis with appropriate contra entry to the Depreciation Reserve Account, shall be included in column (d). Include also in column (d) reversals of tentative distributions of prior year of unclassified retirements. Attach an insert page showing the account distributions of these tentative classifications in columns (c) and (d) including the reversals of the prior years tentative account distributions of these amounts. Careful observance of the above instructions and the texts of Accounts 101 and 106 will avoid serious omissions of the reported amount of respondent's plant actually in service at end of year.

<b>NONUTILITY PROPERTY (ACCOUNT 121)</b>					
Give particulars of all investments of the respondent in physical property not devoted to utility operation.					
Line No.	Description and Location (a)	Book Value at End of Year (b)	Revenue for the Year (c)	Expense for the Year (d)	Net Income after Tax for the Year (e)
1					
2					
3	<u>Non-Utility Property</u>				
4					
6	Land - Belmont Street, Brockton	\$ 29,197			
7	Land - Canton St., Canton	40,380			
8	Land - Meadow Lane, Brockton	5,519			
9		75,096	0	0	0
10					
11	<u>Other Non-Utility - 398</u>	192,134			
12					
13					
14					
15					
16					
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45					
46					
47					
48					
49					
50					
51					
52					
53	TOTALS	\$ 267,230	\$ 0	\$ 0	\$ 0

Annual report of.....Columbia Gas of Massachusetts.....Year ended December 31, 2010

**INVESTMENTS (ACCOUNTS 121, 136)**

Give particulars of all investments in stocks, bonds, notes, etc. held by the respondent at the end of the year.  
Provide a subheading for each list thereunder the information called for.

Line No.	Description of Security Held by Respondent (a)	Amount (b)
1	Investment in Northern Utilities, Inc.:	
2	100 Shares of Common Stock @ \$10 par	0
3	Other Equity	0
4	Total Investment in Northern Utilities, Inc.	<u>0</u>
5		
6	Investment in Northern:	
7	Other Equity	(2,099,329)
8	Total Investment in Bay State Northern	<u>(2,099,329)</u>
9	Note: Reflects pension and OPEB items remaining with Bay State related to Northern Utilities retirees	
10		
11		
12		
13		
14	Other Investments:	
15	Springfield Area Development Corp.: "A" Stock, 500 Shares	2,500
16	"B" Stock, 5,500 Shares	22,500
17		
18		
19	Total Other Investments	<u>25,000</u>

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**NOTES RECEIVABLE (Account 141)**

1. Give the particulars called for below concerning notes receivable at the end of year.

2. Give particulars of any note pledged or discounted.

3. Minor items may be grouped by classes, showing number of such items.

4. Designate any note the maker of which is a director, officer or other employee.

Line No.	Name of Maker and Purpose for Which Received (a)	Date of Issue (b)	Date of Maturity (c)	Amount End of Year (e)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				\$0

**ACCOUNTS RECEIVABLE (Accounts 142, 143)**

1. Give the particulars called for below concerning accounts receivable at end of year.

2. Designate any account included in Account 143 in excess of \$5,000.

Line No.	Description (a)	Amount End of Year (b)
23	Customers (Account 142):	
24		
25	Gas	\$59,377,126
26	Other Gas Utility	\$2,262,029
27	Non-Utility	\$389,005
28		
29		
30	Other Accounts Receivable (Account 143):	
31		
32	New Business	\$210,710
33	Rate Refund	\$3,402,001
34	Miscellaneous	\$194,238
35		
36		
37		
38		
39		
40		
41		
42		\$65,835,109
43	Total Notes and Accounts Receivable	\$65,835,109

**RECEIVABLES FROM ASSOCIATED COMPANIES (Accounts 145,146)**

- 1. Report particulars of notes and accounts receivable from associated companies at end of year.
- 2. Provide separate headings and totals for Account 145, Notes Receivable from Associated Companies, and 146, Accounts Receivable from Associated Companies, in addition to a total for the combined accounts.
- 3. For notes receivable list each note separately and state purpose for which received. Show also in column (a) date of note and date of maturity.
- 4. If any note was received in satisfaction of an open account, state the period covered by such open account.
- 5. Include in column (d) interest recorded as income during the year, including interest on accounts and notes held any time during the year.
- 6. Give particulars of any notes pledged or discounted, also of any collateral held as guarantee of payment of any note or account.

Line No.	Name of Company (a)	Amount End of Year (b)	Interest for Year	
			Rate (c)	Amount (d)
	Accounts Receivable (Account 146)			
1	NISource	\$ 1,129,744		\$ 0
2				
3				
4				
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7				
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10				
11				
12				
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42				
43				
44	TOTALS	\$ 1,129,744		\$ 0



Annual report of.....Columbia Gas of Massachusetts.....Year ended December 31, 2010

<b>MATERIALS AND SUPPLIES (Accounts 151-159,163)</b> Summary Per Balance Sheet			
Line No.	Account (a)	Amount End of Year	
		Electric (b)	Gas (c)
1	Fuel (Account 151) (See Schedule, Page 25)		\$ 18,481,034
2			
3			
4	Plant Materials and Operating Supplies (Account 154)		4,417,572
5			
6			
7			
8			
9			
10	Stores Expense (Account 163)		30,202
11			
12	<b>Total Per Balance Sheet</b>		<b>\$ 22,928,808</b>

**PRODUCTION FUEL AND OIL STOCKS - Included in Account 151**  
(Except Nuclear Materials)

1. Report below the information called for concerning production fuel and oil stocks.
2. Show quantities in tons of 2,000 lbs., gal., or Mcf., whichever unit of quantity is applicable.
3. Each kind of coal or oil should be shown separately.
4. Show gas and electric fuels separately by specific use.

Line No.	Item (a)	Total Cost (b)	Kinds of Fuel and Oil			
			Liquid Propane		Liquefied Natural Gas	
			Quantity (Gallons) (c)	Cost (d)	Quantity (MMBTU) (e)	Cost (f)
1	On Hand Beginning of Year.....	18,647,746	1,471,393	1,306,306	1,488,802	11,352,572
2	Received During Year.....	14,958,113	776,728	968,316	1,139,126	7,042,646
3	<b>TOTAL.....</b>	<b>33,605,859</b>	<b>2,248,121</b>	<b>2,274,622</b>	<b>2,627,928</b>	<b>18,395,218</b>
4	Used During Year.....					
5	Retail Bottled Gas Sale					
6						
7						
8						
9						
10						
11	Sold or Transferred.....	15,124,825	1,082,627	945,482	1,055,498	7,671,754
12	<b>TOTAL DISPOSED OF .....</b>	<b>15,124,825</b>	<b>1,082,627</b>	<b>945,482</b>	<b>1,055,498</b>	<b>7,671,754</b>
13	<b>BALANCE END OF YEAR.....</b>	<b>18,481,034</b>	<b>1,165,494</b>	<b>1,329,140</b>	<b>1,572,430</b>	<b>10,723,464</b>

Line No.	Item (g)	Kinds of Fuel and Oil - Continued			
		Retail Propane		Natural Gas	
		Quantity (Gallons) (h)	Cost (i)	Quantity (MMBTU) (j)	Cost (k)
14	On Hand Beginning of Year.....	0	0	1,284,368	5,988,868
15	Received During Year.....	0	0	1,515,550	6,947,151
16	<b>TOTAL.....</b>	<b>0</b>	<b>0</b>	<b>2,799,918</b>	<b>12,936,019</b>
17	Used During Year.....				
18	Retail Propane Sales.....				
19					
20					
21					
22					
23					
24	Sold or Transferred.....	0	0	1,429,830	6,507,589
25	<b>TOTAL DISPOSED OF .....</b>	<b>0</b>	<b>0</b>	<b>1,429,830</b>	<b>6,507,589</b>
26	<b>BALANCE END OF YEAR.....</b>	<b>0</b>	<b>0</b>	<b>1,370,088</b>	<b>6,428,430</b>

Annual report of .....Columbia Gas of Massachusetts.....Year ended December 31, 2010

UNAMORTIZED DEBT DISCOUNT AND EXPENSE AND UNAMORTIZED PREMIUM ON DEBT (Accounts 181, 251)

1. Report under separate subheadings for Unamortized Debt Discount and Expense and Unamortized Premium on Debt, particularly of discount and expense or premium applicable to each class and series of long-term debt.  
 2. Show premium amounts by enclosure in parentheses.  
 3. In column (b) show the principal amount of bonds or other long-term debt originally issued.

4. In column (c) show the discount and expense or premium with respect to the amount of bonds or other long-term debt originally issued.  
 5. Furnish particulars regarding the treatment of unamortized debt discount and expense or premium, redemption premiums, and redemption expenses associated with issues redeemed during the year, also, date of the Department's authorization of treatment other than as specified by the Uniform System of Accounts.

6. Set out separately and identify undisposed amounts applicable to issues which were redeemed in prior years.

7. Explain any debits and credits other than amortization debited to Account 428, Amortization of Debt Discount or Expense, or credited to Account 429, Amortization of Premium on Debt - Credit.

Line No.	Designation of Long-Term Debt (a)	Balance at the end of the reporting year	Principal Amount of Securities to which Discount and Expenses or Premium Minus Expense, Relates (Omit Cents) (b)	Total Discount and Expense or Net Premium (Omit Cents) (c)	Amortization Period		Balance Beginning of Year (f)	Debits During Year (g)	Credits During Year (h)	Balance End of Year (i)
					From (d)	To (e)				
1	9.20% Notes, due June 06, 2011 (see Note below)	8,500,000	10,000,000	151,734	06/05/91	06/06/11	10,744		7,584	3,180
2	6.43% Notes, due December 15, 2025	10,000,000	10,000,000	2,148,966	12/15/95	12/15/25	1,146,048		71,628	1,074,420
3	6.26% Notes, due February 15, 2028	30,000,000	30,000,000	5,957,669	12/15/98	2/15/28	3,470,698		191,928	3,278,770
4	5.4% Notes, due March 18, 2013	50,000,000	50,000,000	8,640	03/17/03	03/18/13	2,808		864	1,944
5	5.58% Notes due December 20, 2019	35,000,000	35,000,000	14,078	12/20/04	12/20/19	9,360		936	8,424
6	5.94% Notes due December 20, 2024	35,000,000	35,000,000	14,079	12/20/04	12/20/24	10,440		696	9,744
7	5.25% Notes, due June 19, 2015	10,000,000	10,000,000	0			0		0	0
8	5.44% Notes due July 31, 2015	5,000,000	5,000,000	0			0		0	0
9	6.25% Notes due April 1, 2016	35,000,000	35,000,000	0			0		0	0
10										
11	portion of 9.2% note retired in 1996 - \$1,500,000									
12	Acct 181 TOTALS (Credits tie to 428 account charges)						4,650,098	0	273,636	4,376,462
13	TOTALS	218,500,000	220,000,000	8,295,166						

## EXTRAORDINARY PROPERTY LOSSES (Account 182)

1. Report below particulars concerning the accounting for extraordinary property losses.  
 2. In column (a) describe the property abandoned or extraordinary loss suffered, date of abandonment or loss, date of Department authorization of use of Account 182, and period over which amortization is being made.

Line No.	Description of Property Loss or Damage (a)	Total Amount of Loss (b)	Previously Written Off (c)	Written off During Year		Balance End of Year (f)
				Account Charged (d)	Amount (e)	
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
	TOTALS					

## MISCELLANEOUS DEFERRED DEBITS (Account 186)

1. Report below the particulars called for concerning miscellaneous deferred debits.  
 2. For any deferred debit being amortized show period of amortization.  
 3. Minor items may be grouped by classes, showing number of such items.

Line No.	Description (a)	Balance Beginning of Year (b)	Debits (c)	Credits		Balance End of Year (f)
				Account Charged (d)	Amount (e)	
12	Regulatory Asset - Working Capital	92,201	1,667,079	495	1,559,381	199,899
13	Regulatory Asset - DSM	265,263	10,991,875	923,486	14,986,707	(3,729,569)
14	Regulatory Asset - LDAC Recoveries Unbilled	(3,171,537)	20,179,826	930	21,671,605	(4,663,316)
15	Regulatory Asset - Production & Storage	1,047,000	9,825,739	495	9,875,292	997,447
16	Long Term Asset - OPEB	149	223		184	188
17	Regulatory Asset - Environmental - Incurred Costs	13,898,547	7,728,310	932	8,659,697	12,967,160
18	Regulatory Asset - Environmental - Expected Costs	6,711,100	1,180,600	242,253	1,492,700	6,399,000
19	Regulatory Asset - Bad Debt - Gas Portion	9,392,282	11,925,753	904,186	16,878,230	4,439,805
20	Regulatory Asset - Debt Redemption	982,112	0	428	126,336	855,776
21	Regulatory Asset - Rate Case Expense	2,107,735	0	928	361,326	1,746,409
22	Regulatory Asset - Metscan	8,054,098	0	930	1,361,256	6,692,842
23	Regulatory Asset - Pension Tracker	8,575,452	13,193,867	926	9,689,053	12,080,266
24	Regulatory Asset - Residential Discount	3,032,192	12,994,535	495	11,213,078	4,813,649
25	Regulatory Asset - BSG Cares	(29,218)	99,172	495	349,923	(279,969)
26	Regulatory Asset - FAS 109 Taxes	3,619,483	0	278	433,740	3,185,743
27	Regulatory Asset - Pension SFAS 158	51,401,752	1,873,357	926,261-265	4,016,173	49,258,936
28	Regulatory Asset - OPEB SFAS 158	22,093,835	2,937,214	926,261-265	7,180,955	17,850,094
29	Credit Balance Regulatory Assets Transferred	713,632	20,785,233	253	17,319,676	4,179,189
30	Attorney General Consulting Fees	87,782	33,750	928	99,907	21,625
31	Decoupling- Residential Heating peak	1,313,378	12,494,120	495	8,023,521	5,783,977
32	Northern Remainder	198,880	1,104,988	131,253	1,572,173	(268,305)
33	Regulatory Asset - TIRF	0	791,994	495	618,871	173,123
34						
35						
36						
37	TOTALS	\$ 130,386,118	129,807,635		\$ 137,489,784	122,703,969

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**CAPITAL STOCK AND PREMIUM (Accounts 201, 204, and 207)**

1. Report below the particulars called for concerning common and preferred stock at end of year, distinguishing separate series of any general class. Show totals separately for common and preferred stock.  
 2. Entries in column (b) should represent the number of shares authorized by the Department.  
 3. Give particulars concerning shares of any class

and series of stock authorized to be issued by the Department which have not yet been issued.  
 4. The designation of each class of preferred stock should show the dividend rate and whether the dividends are cumulative or noncumulative.  
 5. State if any capital stock which has been nominally issued is nominally outstanding at end of year.

6. Give particulars of any nominally issued capital stock, reacquired stock, or stock in sinking and other funds which is pledged, stating name of pledgee and purpose of pledge.

Line No.	Class and Series of Stock (a)	Number of Shares Authorized (b)	Par Value per Share (c)	Amount Authorized (d)	Outstanding per Balance Sheet *		Premium at End of Year (g)
					Shares (e)	Amount (f)	
1	Common Stock	1,000	1	1,000	100	100	411,771,866
2							
3							
4							
5							
6							
7							
8							
9							
10	In connection with the Company's merger with NiSource Inc., 100 shares of Common Stock, \$1.00 Par Value						
11	were issued, as approved in DTE #98-31, dated November 5, 1998.						
12							
13							
14							
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30							
31	TOTALS	1,000		1,000	100	100	411,771,866

\* Total amount outstanding without reduction for amounts held by respondent.

**OTHER PAID-IN CAPITAL (Accounts 208-211)**

1. Report below balance at end of year and the information specified in the instructions below for respective other paid-in capital accounts. Provide a conspicuous subheading for each account and show a total for the account, as well as total of all accounts for reconciliation with balance sheet. Additional columns may be added for any account if deemed necessary. Explain the change in any account during the year and give the accounting entries effecting such change.

2. Donations received from Stockholders (Account 208) - State amount and give brief explanation of the origin and purpose of each donation.

3. Reduction in Par Value of Capital Stock (Account 209) - State amount and give brief explanation

of the capital changes which gave rise to amounts reported under the caption including identification with the class and series of stock to which related.

4. Gain on Cancellation of Reacquired Capital Stock (Account 210) - Report balance at beginning of year, credits, debits, and balance at end of year with a succinct designation of the nature of each credit and debit identified as to class and series of stock to which related.

5. Miscellaneous Paid-In Capital (Account 211) - Classify amounts included in this account at end year according to captions which, together with brief explanations, disclose the general nature of transactions which gave rise to the reported amounts.

Line No.	Item (a)	Amount (b)
1		
2	Tax Allocation	7,290,350
3	Stock Compensation	(31,877)
4		
5		
6		
7		
8		
9		
10		
11		
12		
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14		
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42		
43	TOTAL	7,258,473

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**LONG TERM DEBT (Accounts 221,223-224)**Report by balance sheet accounts particulars concerning long-term debt in Accounts 221, Bonds;  
223 Advances from Associated Companies; and 224, Other Long-Term Debt.

Line No.	Class and Series of Obligation (a)	Date of Issue (b)	Date of Maturity (c)	Amount Authorized (d)	Amount Actually Outstanding at End of Year (e)	Interest Provisions		Interest Accrued During Year, Charged to Income (h)	Interest Paid During Year (i)
						Rate per Cent (f)	Dates Due (g)		
1	9.20% notes, due June 6, 2011	6/5/91	6/6/11	10,000,000	8,500,000	9.2%	5/1-11/1	782,000	782,000
2	6.43% notes, due Dec. 15, 2025	12/15/95	12/15/25	10,000,000	10,000,000	6.43%	6/12-12/15	643,000	643,000
3	6.26% notes, due Feb. 15, 2028	2/15/98	2/15/28	30,000,000	30,000,000	6.26%	2/1-8/1	1,878,000	1,878,000
4	5.40% notes, due March 18, 2013	3/21/03	3/18/13	50,000,000	50,000,000	5.40%	6/1-12/1	2,700,000	2,700,000
5	5.58% notes, due December 20, 2019	12/21/04	12/20/19	35,000,000	35,000,000	5.58%	6/1-12/1	1,953,000	1,953,000
6	5.94% notes, due December 20, 2024	12/21/04	12/20/24	35,000,000	35,000,000	5.94%	6/1-12/1	2,079,000	2,079,000
7	5.25% notes, due June 19, 2015	6/21/05	6/19/15	10,000,000	10,000,000	5.25%	6/1-12/1	525,000	525,000
8	5.44% notes, due July 31, 2015	8/1/05	7/31/15	5,000,000	5,000,000	5.44%	2/1-8/1	272,000	272,000
9	6.25% notes, due April 1, 2016	4/3/06	4/1/16	35,000,000	35,000,000	6.25%	6/1 -12/1	2,187,500	2,187,500
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									
21	TOTALS			\$ 220,000,000	\$ 218,500,000			\$ 13,019,500	\$ 13,019,500

For issues of long-term debt made during current year state purpose for which issued, date of issue, Department authorization date and D.P.U. #.

no long-term debt issuances in 2010



NOTES PAYABLE (Account 231)						
Report the particulars indicated concerning notes payable at end of year.						
Line No.	Payee (a)	Date of Note (b)	Date of Maturity (c)	Int. Rate (d)	Balance End of Year (e)	
1	Notes Payable:					
2						
3						
4						
5						
6						
7						
8						
13						
14						
15						
16						
17						
18						
19						
20						
21		TOTAL			\$	0

**PAYABLES TO ASSOCIATED COMPANIES (Accounts 233, 234)**

Report particulars of notes and accounts payable to associated companies at end of year.

Line No.	Name of Company (a)	Amount End of Year (b)	Interest for Year	
			Rate (c)	Amount (d)
22	Accounts Payable (Account 234)			
23	Nisource Corporate Services	\$ 5,192,897		\$ NONE
24	NiSource, Inc.	1,031,504		NONE
25	Nisource Money Pool and Interest	72,263,644	see table	306,040
26				
27				
28				
29				
30	Interest Rates for Nisource Money Pool			
31	January	0.60%		
32	February	0.61%		
33	March	0.61%		
34	April	0.69%		
35	May	0.73%		
36	June	0.73%		
37	July	0.70%		
38	August	0.69%		
39	September	0.69%		
40	October	0.69%		
41	November	0.76%		
42	December	0.79%		
43				
44				
45				
46	TOTALS	\$ 78,488,045		306,040

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**MISCELLANEOUS CURRENT AND ACCRUED LIABILITIES (Account 242)**

1. Report the amount and description of other current and accrued liabilities at end of year.
2. Minor items may be grouped under appropriate title.

Line No.	Item (a)	Amount (b)
1	Accrued Vacation	\$ 3,131,000
2	Current ERC Liabilities	1,288,800
3	Accrued Payroll	760,000
4	Accrued Incentives	2,545,675
5	Payroll liability	66,434
6	Thrift Restoration	12,542
7	Accrued medical, dental and pharmacy expenses	124,118
8	Accounts Receivable - Budget Plan Credit Balances	20,862,121
9	Accrued Professional Services	132,909
10	Supplier Refunds	1,436,133
11	Accrued Severance	100,800
12		
13		
14		
	TOTAL	\$ 30,458,532

**OTHER DEFERRED CREDITS (Account 253)**

1. Report below the particulars called for concerning other deferred credits.
2. For any deferred credits being amortized show the period of amortization.
3. Minor items may be grouped by classes. Show number of items.

Line No.	Description of Other Deferred Credit (a)	Balance Beginning of Year (b)	Debits		Credits (e)	Balance End of Year (f)
			Account Credited (c)	Amount (d)		
15	Unamortized Investment Tax Credit	\$ 895,701	407	\$ 223,932	0	\$ 671,769
16	FASB 109 Regulatory Liability	578,105	267/268/411	144,528	0	433,577
17	Credit Balance Regulatory Asset Transfer	713,632	186	17,319,676	20,785,233	4,179,189
18	ST Regulatory Liability - Asset Sales	204,098		0	0	204,098
19	LT Regulatory Liability - Asset Sales	1,003,485	495	204,099	0	799,386
20	LT ERC Liabilities	5,953,400	186	1,143,400	302,200	5,112,200
21	ST Regulatory Liability -OPEB Medicare Subsidy	0	190	0	164,003	164,003
22	LT Regulatory Liability -OPEB Medicare Subsidy	1,885,107	267/268	1,721,104	0	164,003
23	Reg Liability - Rate Refund Current	814,035	143	0	1,453,966	2,268,001
24	Reg Liability - Rate Refund Non Current	3,402,001	143	2,268,001	0	1,134,000
25	Banked Vacation	0	186/920	62,000	563,000	501,000
26						
27						
28	TOTALS	\$ 15,449,564		\$ 23,086,740	\$ 23,268,402	\$ 15,631,226

**RESERVE FOR DEPRECIATION OF UTILITY PLANT IN SERVICE (Account 254)**

Show below the amount credited during the year to Depreciation Reserve, and the amount charged to Depreciation Reserve on account of property retired. Also the balance in the account at the end of the year.

Line No.	(a)	Electric (b)	Gas (c)	Total (d)
1	Balance at beginning of year.....		\$ 384,701,591	\$ 384,701,591
2	Credits to Depreciation Reserve during year:			
3	Account 403 Depreciation.....		36,565,347	36,565,347
3A	Allocated Vehicle Depreciation		2,009	2,009
4	Sub-Total		36,567,356	36,567,356
5				
6				
7	TOTAL CREDITS DURING YEAR.....		36,567,356	36,567,356
8	Net Charges for Plant Retired:			
9	Book Cost of Plant Retired.....		5,210,230	5,210,230
10	Cost of Removal.....		1,737,081	1,737,081
11	Salvage (Credit).....		(172,150)	(172,150)
12	Other		0	0
13	NET CHARGES DURING YEAR.....		6,775,161	6,775,161
14	Balance December 31, 2010.....		\$ 414,493,786	\$ 414,493,786

**METHOD OF DETERMINATION OF DEPRECIATION CHARGES**

Give in detail the rule and rates, by which the respondent determined the amount charged to operating expenses and other accounts, and credited to Depreciation Reserve. Report also the depreciation taken for the year for federal income tax purposes.

Line No.		Avg Plant Balance	Average Rate	Depreciation
15				
16				
17	Production.....	\$ 27,741,938	0.0313	\$ 867,145
18	Distribution.....	907,495,714	0.0347	\$31,527,979
19	General.....	24,299,446	0.1716	\$4,170,223
20				
21	Total.....	\$ 959,537,098	0.0381	\$ 36,565,347
22	Note: Transportation Equip, Power Operated Equipment depreciation charged to clearing			
23	account for \$2,009. Plant-in-service and associated depreciation not included in this average.			

**DIVIDENDS DECLARED DURING THE YEAR (Accounts 437,438)**

Give particulars of dividends declared on each class of stock during the year, and charged to Earned Surplus. This schedule shall include only dividends that have been declared by the Board of Directors during the fiscal year.

Line No.	Name of Security on Which Dividend was Declared (a)	Rate Per Cent		Amount of Capital Stock On Which Dividend Was Declared (d)	Amount of Dividend (e)	Date	
		Regular (b)	Extra (c)			Declared	Payable
24	See Page 34A						
25							
26							
27							
28							
29							
30							
31							
32							
33	TOTALS						
34	Dividend rates on Common Stock and Premium %.						
35	Dividend rates on Common Stock, Premium, and Surplus %.						
36							



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**OPERATING RESERVES (Accounts 261, 262, 263, 264, 265)**

1. Report below an analysis of the change during the year for each of the above-named reserves.

2. Show name of reserve and account number, balance beginning of year, credits, debits, and balance at end of year. Credit amounts should be shown in black, debit amounts enclosed by parentheses.

3. Each credit and debit amount should be described as to its general nature and the contra account debited or credited shown. Combine the amounts of monthly accounting entries of the same general nature. If respondent has more

than one utility department, contra accounts debited or credited should indicate the utility department affected.

4. For Accounts 261, Property Insurance Reserve and 262, Injuries and Damages Reserve, explain the nature of the risks covered by the reserve.

5. For Account 265, Miscellaneous Operating Reserves, report separately each reserve comprising the account and explain briefly its purpose.

Line No.	Item (a)	Contra Account Debited or Credited (b)	Amount (c)
1	<b>Reserve for Pensions-Union and Non-Union</b>		
2	Balance Beginning of Year		29,671,999
3			
4	Pension/OCI Regulatory Asset	186	1,223,577
5	Expense - later deferred into regulatory asset per tracker mechanism	926	2,451,409
6	Expense	926	152,503
7	Pension contribution	131	(81,660)
8	SERP payments	131	(306,450)
9			
10			
11	Balance End of Year - Reserve for Pensions		<u>33,111,378</u>
12			
13	<b>Reserve for Other Post employment Benefits - Non-Union</b>		
14	Beginning Balance		23,088,560
15			
16			
17	Expense - later deferred into regulatory asset per tracker mechanism	926	967,194
18	Cash	131	(2,267,430)
19	OPEB Regulatory Asset	182	(2,722,759)
20			
21			
22	Balance End of Year - OPEB		<u>19,065,565</u>
23			
24	<b>Reserve for Board of Directors Retirement Plan</b>		
25	Beginning Balance		90,338
26			
27	Cash Distribution	131	(22,115)
28			
29	Balance End of Year - BOD Retirement Plan		<u>68,223</u>
30			
31	<b>Reserve for Window Warranties</b>		
32	Beginning Balance		50,000
33			
34	Cash Payment	131	(3,559)
35			
36	Balance End of Year - Window Warranties		<u>46,441</u>
37			
37	<b>Reserve for Worker Compensation, General Liab., Auto Liab.</b>		
38	Beginning Balance		705,542
39			
40	Expense Accruals	926	444,770
41	Payments Made	131	(880,184)
42			
43	Balance End of Year - Worker Compensation, General Liab., Auto Liab.		<u>270,128</u>
44			
44	<b>Reserve for MassPower</b>		
45	Beginning Balance		0
46			
47	Expense Accruals	489	5,700,000
48			
49	Balance End of Year - MassPower Reserve		<u>5,700,000</u>
50			
51	<b>Total Operating Reserves:</b>		<u>\$ 58,261,735</u>

RESERVES FOR DEFERRED FEDERAL INCOME TAXES (Accounts 267, 268)

1. Report the information called for below concerning the respondent's accounting for deferred federal income taxes.  
 2. In the space provided furnish significant explanations, including the following:  
 (a) Accelerated Amortization - State for each certification number a brief description of property, total and amortizable cost of such property, date amortization for tax purposes commenced, "normal" depreciation rate used in computing deferred tax amounts.

(b) Liberalized Depreciation - State the general method or methods of liberalized depreciation being used (sum of years digits, declining balance, etc.), estimated useful lives and classes of plant to which each method is being applied. Furnish a table showing for each year, 1954 to date of this report, the annual amounts of tax deferral, the total debits thereto which have been accounted for as credits to Account 411, Federal Income Taxes Deferred in Prior Years - Credit or comparable account of the previous system of accounts.

Line No.	Account Subdivisions (a)	Balance Beginning of Year (b)	Changes During Year			Balance End of Year (f)
			Amounts Debited Account 410 (1) (c)	Amounts Credited Account 411 (2) (d)	Other (e)	
1	Accelerated Amortization	\$	\$	\$		\$
2	(Account 267)					
3	Electric.....					
4	Gas.....					
5	Other (Specify).....					
6	Totals.....					
7	Gas SFAS 109 Reserve - State	(95,803)	0	0	23,852	(71,851)
8	Gas SFAS 109 Reserve - Federal	(482,303)	0	0	120,576	(361,727)
		(578,106)	0	0	144,528	(433,578)
9	Gas Plant Acquisition Adjustment - State & Federal	125,367,278	0	(4,310,623)	0	121,056,655
	Liberalized Depreciation (Account 268)					
10	Electric.....					
11	Gas - State.....	18,959,234	2,060,232	(387,234)	0	18,632,232
12	Gas - Federal.....	109,432,780	9,140,445	(835,433)	307,628	118,045,420
	Other (Specify) - Non Utility - State	0	0	0	0	0
	Non Utility - Federal	0	0	0	0	0
13	Totals.....	126,392,014	11,200,677	(1,222,667)	307,628	136,677,652
14	Gas - Other Reserves - State..... All other	4,198,375	2,323,775	(3,754,921)	124,515	2,891,744
15	Gas - Other Reserves - Federal..... All other	15,040,943	11,218,642	(10,142,168)	691,216	16,808,637
16	Totals.....	19,239,318	13,542,417	(13,897,067)	815,733	19,700,381
	Total (Accounts 267, 268)					
17	Electric.....					
18	Gas.....					
19	Other Adjustments.....					
20		145,631,332	24,743,094	(15,119,754)	1,123,361	156,378,033
21	Totals.....	270,420,504	24,743,094	(16,430,377)	1,267,889	277,001,110

Note: Dollars reported in line 14 includes dollars reported on line 15 in the prior year.

Analysis of Charges:			
22	Provision for Deferred Income Taxes	9,623,340	156,378,033
23	Provision for Plant Acquisition Adjustment	(4,310,623)	121,056,655
24	Plant Acquisition Adjustment Reclass/Other		
25	OCI Offset		
26	LT OPEB Liability Medicare Subsidy (See Page 33)	1,557,101	
27	SFAS 109 DIT Regulatory Liabilities-Act 253 (See Page 33)	144,528	(433,578)
28	SFAS 109 DIT Regulatory Assets-Act 186 (See Page 27)	(433,740)	
29		6,580,606	277,001,110
30	(1) Account 410, Provision for Deferred Federal Income Taxes		
31	(2) Account 411, Federal Income Taxes Deferred in Prior Years - Credit		

CONTRIBUTIONS IN AID OF CONSTRUCTION (Account 271)

Report below the amount of contributions in aid of construction applicable to each utility department.

Line No.	Class of Utility Service (a)	Balance Beginning of Year (b)	Debits		Credits (e)	Balance End of Year (f)
			Account Credited (c)	Amount (d)		
32						
33						
34						
35						
36						
37			NONE			
38						
39						
40						
41	TOTALS					

**GAS OPERATING REVENUES (Account 400)**

1. Report below the amount of operating revenue for the year for each prescribed account and the amount of increase or decrease over the preceding year.  
 2. If increases and decreases are not derived from previously reported figures explain any inconsistencies.  
 3. Number of customers should be reported on the basis of number of meters, plus number of flat rate accounts, except that where separate meter readings

are added for billing purposes, one customer shall be counted for each group of meters so added. The average number of customers means the average of the 12 figures at the close of each month. If the customer count in the residential service classification includes customers counted more than once because of special services, such as water heating etc., indicate in a footnote the number of such duplicate customers included in the

classification.  
 4. Unmetered sales should be included below. The details of such sales should be given in a footnote.  
 5. Classification of Commercial and Industrial Sales, Account 481, according to Small (or Commercial) and Large (or Industrial) may be according to the basis of classification regularly used by the respondent.

Line No.	Account (a)	Operating Revenues		MMBTU Sold (1000 BTU)		Average Number of Customers per Month		
		Amount for Year (b)	Increase or (Decrease) from Preceding Year (c)	Amount for Year (d)	Increase or (Decrease) from Preceding Year (e)	Number for Year (f)	Increase or (Decrease) from Preceding Year (g)	
1	SALES OF GAS							
2	480 Residential Sales **	\$ 297,341,491	\$ (24,898,877)	23,060,302	(693,996)	263,383	2,371	
3	481 Commercial and Industrial Sales:							
4	Commercial & Industrial **	96,917,776	(13,049,525)	8,526,858	(401,918)	24,160	11	
5	Interruptible see instr. 5	1,408	(554,270)	346	(93,489)	0	(3)	
6	482 Other Sales to Public Authorities							
7	484 Interdepartmental Sales							
8								
9	485 Miscellaneous Gas Sales... Unbilled	(4,591,400)	991,966	(380,012)	(557,140)			
10								
11	Total Sales to Ultimate Consumers	389,669,275	(37,510,706)	31,207,494	(1,746,543)	287,543	2,379	
12	483 Sales for Resale	280,394	(17,541)	59,548	(12,062)		0	
13								
14	Total Sales of Gas	389,949,669	(37,528,247)	31,267,042	(1,758,605)	287,543	2,379	
15								
16								
17								
18	OTHER OPERATING REVENUES							
19	480 Residential Transportation**	244,591	18,638	45,394	(2,930)	354	(3)	
20	487 Forfeited Discounts	420,435	(191,401)					
21	488 Miscellaneous Service Revenues	15,742,519	(384,414)					
22	489 Revenues from Trans. of Gas of Others**	34,004,828	379,975	24,552,811	5,687,275	4,618	192	
23	490 Sales of Products Extracted from Natural Gas							
24	491 Rev. from Natural Gas Processed by Others							
25	493 Rent from Gas Property	502,691	113,846					
26	494 Interdepartmental Rents							
27	495 Other Gas Revenues	6,483,686	566,095					
28								
29	Total Other Operating Revenues	57,378,750	502,739					
30								
31	Total Gas Operating Revenues	\$ 447,328,419	\$ (37,025,508)	55,865,247	3,925,740	292,515	2,568	
32	** Includes billed revenues from application of		Purchased Price Adjustment Clauses	Fuel Clauses				
			\$239,974,871	33,800,837				
33	Total MMBTU to which Applied		31,587,160	46,183,869				

**SALES OF GAS TO ULTIMATE CONSUMERS**

Report by account the MMBTUs sold, the amount derived and the number of customers under each filed schedule or contract. Contract sales and unbilled sales may be reported separately in total.

Line No.	Account No.	Schedule (a)	MMBTU (1000 BTU) (b)	Revenue (c)	Average Revenue per MMBTU (\$0.0000) (d)	Number of Customers (Per Bills Rendered)	
						July 31 (e)	December 31 (f)
1	480	Residential	23,060,302	\$ 297,341,491	\$ 12.8941	260,881	266,341
2	481	Commercial & Industrial	8,526,858	96,917,776	11.3662	23,593	24,760
3							
4							
5		Unbilled	(380,012)	(4,591,400)	12.0823	N/A	N/A
6							
7		<b>TOTAL FIRM</b>	<b>31,207,148</b>	<b>389,667,867</b>	<b>12.4865</b>	<b>284,474</b>	<b>291,101</b>
8							
9		Interruptible	346	1,408	4.0694	0	0
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
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44							
45							
46							
47							
48							
49	<b>TOTAL SALES TO ULTIMATE CONSUMERS (Page 43 line 9)</b>		<b>31,207,494</b>	<b>\$ 389,669,275</b>	<b>\$ 12.4864</b>	<b>284,474</b>	<b>291,101</b>



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## GAS OPERATION AND MAINTENANCE EXPENSES

1. Enter in the space provided the operation and maintenance expenses for the year.  
2. If the increases and decreases are not derived from previously reported figures explain in footnote.

Line No.	Account (a)	Amount for Year (b)	Increase or (Decrease) from Preceding Year (c)
1	PRODUCTION EXPENSES		
2	MANUFACTURED GAS PRODUCTION EXPENSES		
3	STEAM PRODUCTION		
4	Operation:		
5	700 Operation Supervision and Engineering.....		
6	701 Operation labor.....		
7	702 Boiler Fuel.....		
8	703 Miscellaneous steam expenses.....		
9	704 Steam transferred-Cr.....		
10	Total operation.....		
11	Maintenance:		
12	705 Maintenance supervision and engineering.....		
13	706 Maintenance of structures and improvements.....		
14	707 Maintenance of boiler plant equipment.....		
15	708 Maintenance of other steam production plant.....		
16	Total Maintenance.....		
17	Total steam production.....		
18	MANUFACTURED GAS PRODUCTION		
19	Operation:		
20	710 Operation supervision and engineering.....	\$ 665,758	\$ (30,990)
21	Production labor and expenses:		
22	711 Steam expenses.....		
23	712 Other power expenses.....	7,394,330	(7,204,868)
24	715 Water gas generating expenses.....		
25	716 Oil gas generating expenses.....		
26	717 Liquefied petroleum gas expenses.....		
27	718 Other process production expenses.....	35,460	(14,477)
28	Gas fuels:		
29	721 Water gas generator fuel.....		
30	722 Fuel for oil gas.....		
31	723 Fuel for liquefied petroleum gas process.....	16,937	(11,629)
32	724 Other gas fuels.....	564,984	(379,153)
33	Gas raw materials:		
34	726 Oil for water gas.....		
35	727 Oil for oil gas.....		
36	728 Liquefied petroleum gas.....	112,847	(142,832)
37	729 Raw materials for other gas processes..... See Note.....		
38	730 Residuals expenses.....		
39	731 Residuals produced-Cr.....		
40	732 Purification expenses.....		
41	733 Gas mixing expenses.....		
42	734 Duplicate charges-Cr.....		
43	735 Miscellaneous production expenses.....	959,144	132,539
44	736 Rents.....	1,399,227	398,421
45	Total operation.....	11,148,687	(7,252,989)
46	Maintenance:		
47	740 Maintenance supervision and engineering.....	45,766	13,142
48	741 Maintenance of structures and improvements.....	140,274	(66,209)
49	742 Maintenance of production equipment.....	468,347	39,429
50	Total maintenance.....	654,387	(13,638)
51	Total manufactured gas production.....	\$ 11,803,074	\$ (7,266,627)

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GAS OPERATION AND MAINTENANCE EXPENSES-Continued			
Line No.	Account (a)	Amount for Year (b)	Increase or (Decrease) from Preceding Year (c)
1	OTHER GAS SUPPLY EXPENSES		
2	Operation:		
3	804 Natural gas city gate purchases.....	\$ 211,048,887	\$ 20,851,043
4	805 Other gas purchases.....	0	(149,246)
5	806 Deferred Cost of Gas.....	(7,348,592)	(7,198,503)
6	807 Purchased gas expenses.....		
7	808 Natural Gas Storage Charges.....	4,356,625	(57,019,889)
8	Cost of Off-System Sales.....		
9	812 Gas used for other utility operations-Cr.....	(698,599)	(184,327)
10	813 Other gas supply expenses.....	1,226,925	18,142
11	Total other gas supply expenses.....	208,585,246	(43,682,780)
12	Total Production Expenses	220,388,320	(50,949,407)
13	LOCAL STORAGE EXPENSES		
14	Operation:		
15	840 Operation supervision and engineering.....		
16	841 Operation labor and expenses.....		
17	842 Rents.....		
18	Total Operation.....		
19	Maintenance:		
20	843 Maintenance supervision and engineering.....		
21	844 Maintenance of structures and improvements.....		
22	845 Maintenance of Gas Holders.....		
23	846 Maintenance of other equipment.....		
24	Total Maintenance.....		
25	Total storage expenses.....		
26	TRANSMISSION AND DISTRIBUTION EXPENSES		
27	Operation:		
28	850 Operation supervision and engineering.....	2,857,191	278,318
29	851 System control and load dispatching.....		
30	852 Communication system expenses.....	130,354	(13,982)
31	853 Compressor station labor and expenses.....		
32	855 Fuel and power for compressor stations.....		
33	857 Measuring and regulating station expenses.....	461,544	(111,751)
34	858 Transmission and Compression of gas by others.....		
35	874 Mains and services expenses.....	4,179,233	262,500
36	878 Meter and house regulator expenses.....	7,352,916	69,152
37	879 Customer Installations expenses.....	5,614,977	(54,524)
38	880 Other expenses.....	772,825	65,759
39	881 Rents.....	52,188	4,326
40	Total operation.....	21,421,228	499,798
41	Maintenance:		
42	885 Maintenance supervision and engineering.....	59	42
43	886 Maintenance of structures and improvements.....	103,590	40
44	887 Maintenance of mains.....	4,852,554	584,682
45	888 Maintenance of compressor station equipment.....		
46	889 Maintenance of measuring and regulating station equipment.....	367,386	97,196
47	892 Maintenance of services.....	2,117,140	361,162
48	893 Maintenance of meters and house regulators.....	585,775	12,952
49	894 Maintenance of other equipment...(Note 1).....	297,944	(587)
50	Total Maintenance.....	8,324,448	1,055,487
51	Total Transmission and Distribution expenses.....	\$ 29,745,676	\$ 1,555,285

Note Dollars reported in line 28 - account 850 includes dollars reported on line 35 - account 874 in prior years. The prior year increase (decrease) has also been adjusted for this reporting change.

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GAS OPERATION AND MAINTENANCE EXPENSES-Continued				
Line No.	Account (a)	Amount for Year (b)	Increase or (Decrease) from Preceding Year (c)	
1	CUSTOMER ACCOUNTS EXPENSES			
2	Operation:			
3	901 Supervision.....	\$ 117,781	\$ (74,412)	
4	902 Meter reading expenses.....	839,637	18,080	
5	903 Customer records and collection expenses.....	8,962,499	(471,481)	
6	904 Uncollectible accounts.....	12,593,149	(579,623)	
7	905 Miscellaneous customer accounts expenses.....	400,061	26,347	
8	Total customer account expenses.....	22,913,127	(1,081,089)	
9	SALES EXPENSES			
10	Operation:			
11	911 Supervision.....	188,688	6,838	
12	912 Demonstrating and selling expenses.....	561,173	15,841	
13	913 Advertising expenses.....	351,273	26,508	
14	916 Miscellaneous sales expenses.....	23,293	(4,073)	
15	Total sales expenses.....	1,124,427	45,114	
16	ADMINISTRATIVE AND GENERAL EXPENSES			
17	Operation:			
18	920 Administrative and general salaries.....	4,665,765	1,073,208	
19	921 Office supplies and expenses.....	3,517,277	340,389	
20	922 Administrative expenses transferred-Cr.....	(2,569,943)	407,077	
21	923 Outside services employed.....	43,780,341	10,621,978	
22	924 Property Insurance.....	196,091	(68,836)	
23	925 Injuries and damages.....	3,608,291	660,699	
24	926 Employees pensions and benefits.....	14,289,934	(1,504,515)	
25	928 Regulatory commission expenses.....	1,086,165	(1,226,008)	
26	929 Duplicate charges-Cr.....			
27	930 Miscellaneous general expenses.....	4,387,616	975,968	
28	931 Rents.....	3,791,241	40,385	
29	Total operation.....	76,752,778	11,320,345	
30	Maintenance:			
31	932 Maintenance of general plant.....	3,436,838	393,319	
32	Total administrative and general expenses.....	80,189,616	11,713,664	
33	Total gas operation and maintenance expenses	\$ 354,361,166	\$ (38,716,433)	
SUMMARY OF GAS OPERATION AND MAINTENANCE EXPENSES				
Line No.	Functional Classification (a)	Operation (b)	Maintenance (c)	Total (d)
34	Steam production.....			
35	Manufactured gas production.....	\$ 11,148,687	\$ 654,387	\$ 11,803,074
36	Other gas supply expenses.....	208,585,246		208,585,246
37	Total production expenses.....	219,733,933	654,387	220,388,320
38	Local storage expenses.....			
39	Transmission and distribution expenses.....	21,421,228	8,324,448	29,745,676
40	Customer accounts expenses.....	22,913,127		22,913,127
41	Sales expenses.....	1,124,427		1,124,427
42	Administrative and general expenses.....	76,752,778	3,436,838	80,189,616
43	Total gas operation and maintenance expenses.....	\$ 341,945,493	\$ 12,415,673	\$ 354,361,166
44	Ratio of operating expenses to operating revenues (carry out decimal two places, e.g.: 0.00%) Compute by dividing Revenues (Acct. 400) into the sum of Operation and Maintenance Expenses (p. 47, line 43(d), Depreciation (Acct. 403) and Amortization (Acct. 407).....			87.34%
45	Total salaries and wages of gas department for year, including amounts charged to operating expenses, construction and other accounts.			43,840,671
46	Total number of employees of gas department at end of year, including administrative, operating, maintenance, construction and other employees (including part time employees).....			543

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If gas is purchased or sold at two or more different rates, the amounts of each rate should be shown in the following table.

**SALES FOR RESALE (Account 483)**

Line No.	Names of Companies to Which Gas is Sold (a)	Where Delivered and Where and How Measured (b)	MMBTU (1000 BTU) (c)	Rate per M.C.F. (\$0.0000) (d)	Amount (e)
1	Spot Off System Sales	Delivered to customers, various points of delivery	59,548	\$4.7087	280,394
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15	TOTALS		59,548	\$4.7087	280,394
16	Portion of above total sold to companies located outside of Massachusetts:		0		0
17					

**SALE OF RESIDUALS (Accounts 730, 731)**

State the revenues and expenses of the respondent resulting from the sale of residuals.

Line No.	Kind (a)	Revenue (b)	Inventory Cost (c)	Labor Handling Selling, Etc. (d)	(e)	Total Cost (f)	Net Revenue (g)
18	None						
19							
20							
21							
22							
23							
24	TOTALS						
25							

**PURCHASED GAS (Accounts 804-806)**

Line No.	Names of Companies to Which Gas is Purchased (a)	Where Received and Where and How Measured (b)	M.C.F. (1000 BTU) (c)	Rate per M.C.F. (\$0.0000) (d)	Amount (e)
26	See Page 48A				
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39	TOTALS				
40					

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PURCHASED GAS (804 - 806)					
Line No.	Names of Companies from Which Gas is Purchased (a)	Where Received and Where and How Measured (b)	MMBtu (1000 BTU) (c)	Rate Per MMBtu (0.0000) (d)	Amount (e)
1	Suppliers on the Tenn. Gas Pipeline	Various locations by station orifice meter	32,959,739		150,445,911
2	Suppliers on the Algonquin Gas Pipeline				
3	Suppliers on the Portland Natural Gas Transmission				
4	Suppliers on the Maritimes and Northeast Pipeline				
5	Suppliers on the Vector Pipeline				
6	Suppliers on the Texas Eastern Gas Transmission				
7	Suppliers on the Iroquois Gas Transmission System				
8	Suppliers on the National Fuel Gas Supply Pipeline				
9	Suppliers on the TransCanada Pipeline				
10	Suppliers on the Union Gas Pipeline				
11	(Includes various Spot Supplies)				
12					
13					
14		Subtotal	32,959,739	4.5645	150,445,911
15					
16					
17	Demand charges paid to suppliers and pipelines				60,602,976
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37	Total		32,959,739	\$ 6.4032	\$ 211,048,887
38					
39	Deferred Cost of Gas				(7,348,592)
40	Other Gas Purchases				0
41					
42					
43					
44					203,700,295
45	Subtotal - Natural gas purchases - Account 804 - 806				
46	Total			\$	203,700,295

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**TAXES CHARGED DURING YEAR**

1. This schedule is intended to give the account distribution of total taxes charged to operations and other final accounts during the year.  
 2. Do not include gasoline and other sales taxes which have been charged to accounts to which the material on which the tax was levied was charged. If the actual or estimated amounts of such taxes are known, they should be shown as a footnote and designated whether estimated or actual amounts.  
 3. The aggregate of each kind of tax should be listed under the appropriate heading of "Federal", "State",

and "Local" in such manner that the total tax for each State and for all subdivisions can readily be ascertained.

4. The accounts to which the taxes charged were distributed should be shown in columns (c) to (j). Show both the utility department and number of account charged. For taxes charged to utility plant show the number of the appropriate balance sheet plant account or subaccount.

5. For any tax which it was necessary to apportion to more than one utility

department or account, state in a footnote the basis of apportioning such a tax.

6. Do not include in this schedule entries with respect to deferred income taxes, or taxes collected through payroll deductions or otherwise pending transmittal of such taxes to the taxing authority.

Line No.	Kind of Tax (a)	Total Taxes Charged During Year (omit cents) (b)	Distribution of Taxes Charged (omit cents) (Show utility department where applicable and account charged)							
			Electric Acct. 408, 409 (c)	Gas Acct. 408, 409 (d)	Capital, etc 107, 186, 254 (e)	Mdse 415 (f)	Other 417,419,421 (g)	Gas Proc by Others 736 (h)	Purch Gas Exp 807 (i)	Rents 931 (j)
1	<b>STATE</b>									
2	MA Franchise (A)	689,077		698,731		(2,049)	(7,605)			
3	Income (CT)(WV)(PA)(MD)	0		0						
4	Unemployment (B)	228,290		166,192	61,231	867				
6	Sales and Use	11,400		11,400						
7	<b>LOCAL</b>									
8	Property	12,184,658		11,894,840		31,514		86,180	12,820	159,304
9	Motor Vehicle Excise	5,778		5,778						
10										
11	<b>FEDERAL</b>									
12	FICA & Medicare (B)	3,061,751		2,228,964	821,154	11,633				
13	Unemployment (B)	32,673		23,789	8,760	124				
14	Excise	0		0						
15			Account 408	15,029,694						
16										
17	<b>FEDERAL</b>									
18	Income (A)	(349,354)	Account 409	(270,755)		(10,314)	(68,285)			
19										
20										
21										
22										
23										
24										
25										
26										
27										
28	<b>TOTALS</b>	<b>15,864,273</b>		<b>14,758,939</b>	<b>891,145</b>	<b>31,775</b>	<b>(75,890)</b>	<b>86,180</b>	<b>12,820</b>	<b>159,304</b>

(A) Apportioned on Earnings Basis  
 (B) Apportioned on Payroll Basis

Annual report of.....Columbia Gas of Massachusetts.....Year ended December 31, 2010

**INCOME FROM MERCHANDISING, JOBBING, AND CONTRACT WORK (Account 415)**

Report by utility departments the revenues, costs, expenses, and net income from merchandising, jobbing and contract work during year.

Line No.	Item (a)	Electric Department (b)	Gas Department (c)	Other Utility Department (d)	Total (e)
1	Revenues:				
2	Merchandise sales, less discounts,				
3	allowance and returns.....		\$ (4)		\$ (4)
4	Contract work.....				
5	Commissions.....				
6	Other-list according to major classes.....				
7	Install. ....		1,029,401		1,029,401
8					
9					
10	Total Revenues.....	0	1,029,397	0	1,029,397
11					
12	Costs and Expenses:				
13	Cost of Sales (list according to major				
14	classes of cost).....				
15	Cost of Merchandise Sold.....		652,149		652,149
16	Install. expenses .....		70,271		70,271
17	Servicing installed appliance (net).....		66,731		66,731
18	Storeroom expenses.....		47,491		47,491
19	Fleet expenses.....		33,246		33,246
20					
21					
22					
23					
24					
25					
26	Miscellaneous.....				
27	Customer Account Expenses.....				
28	Administrative and general expenses.....				
29	Clerical salaries and wages.....		76,424		76,424
30	Employee Benefits & Payroll Tax.....		82,199		82,199
31	Income Tax.....		(12,363)		(12,363)
32	Uncollectible Accounts.....		889		889
33	E/S Property Tax Non-Utility		31,515		31,515
34					
35					
36					
37					
38					
39					
40					
41					
42					
43					
44					
45					
46					
47					
48					
49					
50	TOTAL COSTS AND EXPENSES	0	1,048,552	0	1,048,552
51	Net Profit (or Loss)	0	\$ (19,155)	0	\$ (19,155)

Annual report of.....Columbia Gas of Massachusetts.....Year ended December 31, 2010

RECORD OF SENDOUT FOR THE YEAR IN MCF BASED ON 1000 BTU PER CUBIC FOOT							
Line No.	Item	Total	January	February	March	April	May
1	Gas Made						
2	Liquid Natural Gas	1,002,023	301,718	85,525	34,402	29,825	38,143
3	Propane Air Gas	3,088	2,098	0	0	0	0
4	Gas						
5	Propane Meter Gas	0	0	0	0	0	0
6	TOTAL.....	1,005,111	303,816	85,525	34,402	29,825	38,143
7	Off System Sales	(59,548)	(4,447)	(1,400)	(8,401)	(10,000)	0
8	Storage Activity	(1,379,033)	234,223	164,874	221,893	(1,195,583)	36,213
	TOTAL.....	(1,438,581)	229,776	163,474	213,492	(1,205,583)	36,213
9	Net Gas Purchase	32,959,739	5,983,661	5,019,004	3,379,820	2,950,171	1,046,802
10	End User Transportation	24,355,454	2,284,574	1,938,260	1,670,160	1,448,046	2,620,662
11	TOTAL.....	57,315,193	8,268,235	6,957,264	5,049,980	4,398,217	3,667,464
12	TOTAL MADE AND						
13	PURCHASED	56,881,723	8,801,827	7,206,263	5,297,874	3,222,459	3,741,820
14	Difference Throughput vs. Purchased Gas.....	35,325	8,743	5,492	7,748	3,645	2,327
15	TOTAL SENDOUT.....	56,917,048	8,810,570	7,211,755	5,305,622	3,226,104	3,744,147
16	Residential Gas	22,842,182	5,045,558	3,171,389	2,743,435	1,448,906	672,956
17	C&I Gas	8,364,966	1,675,693	1,493,661	1,059,047	455,232	269,453
18	Interruptible Gas	346	0	346	0	0	0
19	Transportation	24,598,205	2,377,617	2,081,396	1,754,623	1,317,503	2,530,321
20	Gas Used by Company.....	307,371	27,830	23,946	44,285	24,656	14,549
21	Gas Accounted for.....	56,113,070	9,126,698	6,770,738	5,601,390	3,246,297	3,487,279
22	Gas Unaccounted for.....	803,978	(316,128)	441,017	(295,768)	(20,193)	256,868
23	% Unaccounted for (0.00%).....	1.41%	-3.59%	6.12%	-5.57%	-0.63%	6.86%
24							
25							
26	Sendout in 24 hours						
27	in MMBTU .....						
28	<u>Brockton</u>						
29	Maximum-MMBtu.....	203,182	203,182	171,896	125,427	79,191	56,699
30	Maximum Date.....	01/29	01/29	02/06	03/03	04/28	05/12
31	Minimum-MMBtu.....	15,450	70,725	96,065	36,013	26,397	18,401
32	Minimum Date.....	07/04	01/25	02/20	03/20	04/07	05/30
33	<u>Springfield</u>						
34	Maximum-MMBtu.....	115,235	115,235	94,615	61,600	41,347	36,617
35	Maximum Date.....	01/29	01/29	02/06	03/03	04/28	05/12
36	Minimum-MMBtu.....	10,505	45,056	56,863	22,999	16,394	14,167
37	Minimum Date.....	07/04	01/25	02/22	03/20	04/07	05/30
38	<u>Lawrence</u>						
39	Maximum-MMBtu.....	69,401	69,401	57,125	41,049	28,519	20,816
40	Maximum Date.....	01/29	01/29	02/06	03/03	04/28	05/10
41	Minimum-MMBtu.....	5,526	29,436	33,101	14,840	11,393	7,976
42	Minimum Date.....	07/04	01/25	02/20	03/20	04/07	05/30



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**RECORD OF SENDOUT FOR THE YEAR IN MCF-CONTINUED  
BASED ON 1000 BTU PER CUBIC FOOT**

Line No.	Item	June	July	August	September	October	November	December
1	<b>Gas Made</b>							
2	Liquid Natural Gas	41,438	44,518	48,868	48,423	39,426	37,510	252,227
3	Propane Air Gas	0	0	0	0	0	0	990
4	Propane Meter Gas	0	0	0	0	0	0	0
6	<b>TOTAL.....</b>	<b>41,438</b>	<b>44,518</b>	<b>48,868</b>	<b>48,423</b>	<b>39,426</b>	<b>37,510</b>	<b>253,217</b>
7	Off System Sales	(22,000)	0	(6,000)	0	0	0	(7,300)
8	Storage Activity	(193,140)	(205,716)	(199,578)	(193,140)	(144,964)	37,905	57,980
	<b>TOTAL.....</b>	<b>(215,140)</b>	<b>(205,716)</b>	<b>(205,578)</b>	<b>(193,140)</b>	<b>(144,964)</b>	<b>37,905</b>	<b>50,680</b>
9	Net Gas Purchase	978,444	885,286	920,573	944,021	1,767,833	3,235,942	5,848,182
10	End User Transportation	1,618,759	2,487,713	2,185,038	1,814,795	1,724,645	2,379,221	2,183,581
11	<b>TOTAL.....</b>	<b>2,597,203</b>	<b>3,372,999</b>	<b>3,105,611</b>	<b>2,758,816</b>	<b>3,492,478</b>	<b>5,615,163</b>	<b>8,031,763</b>
12	<b>TOTAL MADE AND PURCHASED</b>	<b>2,423,501</b>	<b>3,211,801</b>	<b>2,948,901</b>	<b>2,614,099</b>	<b>3,386,940</b>	<b>5,690,578</b>	<b>8,335,660</b>
14	Difference Throughput vs. Purchased Gas.....	(3,109)	2,140	3,069	20	15,442	11,110	(21,302)
15	<b>TOTAL SENDOUT.....</b>	<b>2,420,392</b>	<b>3,213,941</b>	<b>2,951,970</b>	<b>2,614,119</b>	<b>3,402,382</b>	<b>5,701,688</b>	<b>8,314,358</b>
16	Residential Gas	443,049	500,494	524,849	571,712	1,258,960	2,257,516	4,203,358
17	C&I Gas	197,396	218,030	183,679	205,393	405,807	656,122	1,545,453
18	Interruptible Gas	0	0	0	0	0	0	0
19	Transportation	1,604,428	2,524,182	2,222,500	1,815,646	1,661,229	2,305,197	2,403,563
20	Gas Used by Company.....	23,545	23,653	28,146	30,528	22,660	19,557	24,016
21	<b>Gas Accounted for.....</b>	<b>2,268,418</b>	<b>3,266,359</b>	<b>2,959,174</b>	<b>2,623,279</b>	<b>3,348,656</b>	<b>5,238,392</b>	<b>8,176,390</b>
22	<b>Gas Unaccounted for.....</b>	<b>151,974</b>	<b>(52,418)</b>	<b>(7,204)</b>	<b>(9,160)</b>	<b>53,726</b>	<b>463,296</b>	<b>137,968</b>
23	<b>% Unaccounted for (0.00%).....</b>	<b>6.28%</b>	<b>-1.63%</b>	<b>-0.24%</b>	<b>-0.35%</b>	<b>1.58%</b>	<b>8.13%</b>	<b>1.66%</b>
24								
25								
26	Sendout in 24 hours							
27	in MMBTU .....							
28	<b>Brockton</b>							
29	Maximum-MMBtu.....	27,158	22,398	22,866	26,159	75,683	108,708	171,181
30	Maximum Date.....	06/10	07/01	08/24	09/20	10/22	11/28	12/15
31	Minimum-MMBtu.....	18,008	15,450	17,739	18,082	20,696	47,767	66,666
32	Minimum Date.....	06/26	07/04	08/14	09/03	10/01	11/16	12/12
33	<b>Springfield</b>							
34	Maximum-MMBtu.....	17,687	15,765	14,161	17,333	44,076	61,687	99,575
35	Maximum Date.....	06/09	07/26	08/23	09/27	10/31	11/27	12/27
36	Minimum-MMBtu.....	12,406	10,505	11,830	12,117	16,331	35,308	42,231
37	Minimum Date.....	06/26	07/04	08/08	09/03	10/26	11/16	12/01
38	<b>Lawrence</b>							
39	Maximum-MMBtu.....	10,773	9,204	9,171	10,475	27,235	37,696	61,103
40	Maximum Date.....	06/10	07/01	08/25	09/20	10/22	11/27	12/27
41	Minimum-MMBtu.....	7,650	5,526	6,309	6,527	9,550	20,377	26,804
42	Minimum Date.....	06/26	07/04	08/07	09/05	10/01	11/16	12/01

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Annual report of.....Columbia Gas of Massachusetts.....Year ended December 31,2010

<b>GAS GENERATING PLANT</b>			
Line No.	General Description - Location, Size, Type, etc.	No. of Sets	24 Hour Cap. (MMBtu)
1	Liquid Propane Plant Brockton		30,000
2	Liquefied Natural Gas Plant Easton		50,000
3	Liquefied Natural Gas Plant Marshfield		12,000
4	Liquid Propane Plant W. Springfield		24,699
5	Liquid Propane Plant Northampton		11,740
6	Liquid Propane Plant Lawrence		21,088
7	Liquefied Natural Gas Plant Ludlow		55,000
8	Liquefied Natural Gas Plant Lawrence		19,200
9			
10			
11			
12			
13			
14			
15			
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42			
43			
44			
45		TOTAL	223,727

Annual report of.....Columbia Gas of Massachusetts.....Year ended December 31,2010

## TRANSMISSION AND DISTRIBUTION MAINS

Report by size, for all mains and lines, the information called for below for cast iron, welded, wrought iron, and steel mains. Sub-totals should be shown for each type.

Line No.	Diameter	Total Length in Feet at Beginning of Year	Added During Year	Taken Up During Year	Abandoned but Not Removed During Year	Total Length in Feet at End of Year
1	<u>CAST IRON</u>					
2	3"	271,921			741	271,180
3	4"	1,216,473			13,686	1,202,787
4	6"	1,412,794			22,807	1,389,987
5	8"	184,004			1,030	182,974
6	10"	72,726			72	72,654
7	12"	125,030				125,030
8	14"	6,099				6,099
9	16"	64,708				64,708
10	20"	6,375				6,375
11	24"	5,732				5,732
12						
13	Sub Total	3,365,862			38,336	3,327,526
14	<u>STEEL</u>					
15	Under 4"	5,708,510	41		21,515	5,687,036
16	4"	2,734,020	3		4,349	2,729,674
17	6"	3,226,900	393		8,324	3,218,969
18	8"	1,325,103	1,286		2,246	1,324,143
19	10"	172,850	85		20	172,915
20	12"	631,895	14		310	631,599
21	16"	168,990				168,990
22	20"	7,238				7,238
23	24"	3,941				3,941
24	Sub Total	13,979,447	1,822		36,764	13,944,505
25	<u>PLASTIC</u>					
26	Under 4"	4,799,313	56,190		306	4,855,197
27	4"	2,184,046	46,694		5,699	2,225,041
28	6"	1,068,240	36,951		1,230	1,103,961
29	8" or Over	411,285	16,596		6	427,875
30	Sub Total	8,462,884	156,431		7,241	8,612,074
31	TOTALS	25,808,193	158,253		82,341	25,884,105
Normal Operating Pressure - Mains and Lines		Maximum 100 lb		LP 6" HP 40"		
Normal Operating Pressure - Services		Maximum 60 lb		LP 6" HP 25"		

**GAS DISTRIBUTION SERVICES, HOUSE GOVERNORS AND METERS**

Report below the information called for concerning Distribution Services, House Governors and Meters

Line No.	Item	Gas Services	House Governors	Meters
1	Number at beginning of year.....	254,979	0	316,936
2	Additions during year:			
3	Purchased.....			
4	Installed.....	3,613		2,809
5	Meter adjustments.....			
6	Total Additions.....	3,613	0	2,809
7	Reductions during year:			
8	Retirements.....	2,344		4,524
9	Service adjustments.....		0	
10	Total Reductions.....	2,344	0	4,524
11	Number at End of Year.....	256,248	0	315,221
12	In Stock.....			10,389
13	On Customers' Premises - Inactive.....			7,268
14	On Customers' Premises - Active.....			297,510
15	In Company Use.....			54
16	Number at End of Year.....			315,221
17	Number of Meters Tested by State Inspectors During Year.....			50,772

House Governors are included as a component of the Gas Service.

**RESIDENTIAL NON-HEATING  
RESIDENTIAL RATE R-1****AVAILABILITY**

Service is available under this rate at single locations for all domestic purposes, except for resale, in individual private dwellings and individual apartments including condominiums and their facilities as defined in G.L. Chapter 183A, Section 1 and DPU 86-159 dated February 6, 1987.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - BI-MONTHLY**

The Bi-Monthly rate schedule applicable to all customers being served with Company meters that do not have an installed radio-based automated meter reading device is as follows:

Customer Charge Per Two Month Period		\$ 21.88
Off-Peak	First 10 therms	@ \$ 0.3567 per therm
	Excess 10 therms	@ \$0.4356 per therm
Peak	First 10 therms	@ \$ 0.3567 per therm
	Excess 10 therms	@ \$0.4356 per therm

**RATE - MONTHLY**

The Monthly rate schedule applicable to all customers being served with Company meters that have an installed radio-based automated meter reading device is as follows:

Customer Charge Per One Month Period		\$ 10.94
Off-Peak	First 5 therms	@ \$ 0.3567 per therm
	Excess 5 therms	@ \$0.4356 per therm
Peak	First 5 therms	@ \$ 0.3567 per therm
	Excess 5 therms	@ \$0.4356 per therm

**RESIDENTIAL NON-HEATING  
RESIDENTIAL RATE R-1**

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the applicable bi-monthly or monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas sold under this rate.

**COST OF GAS ADJUSTMENT AND LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Cost of Gas Adjustment and Local Distribution Adjustment Clause apply to gas sold under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**SPECIAL PROVISION**

Where more than one but less than four individual apartments or dwellings are served through one meter, the billings shall be calculated as though each individual dwelling or apartment were served through a separate meter by assuming the use was divided equally among them, except that one customer charge will apply. The owner of the property or his designee will be responsible for the payment of the service. Where four or more individual apartments or dwellings are served through one meter, the billings will be calculated on the appropriate Commercial and Industrial Service Rate.

**RESIDENTIAL NON-HEATING**  
**RESIDENTIAL RATE R-1**

**TERMS AND CONDITIONS**

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

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.



**LOW INCOME RESIDENTIAL NON-HEATING  
RESIDENTIAL RATE R-2****AVAILABILITY**

Service is available under this rate at single locations for all domestic purposes, except for resale, in individual private dwellings and individual apartments to persons who verify receipt of any means-tested public-benefit program or verify eligibility for the low-income home energy assistance program or its successor program, for which eligibility does not exceed 60 percent of the median income in Massachusetts based on a household's gross income or other criteria approved by the Department.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - BI-MONTHLY**

The Bi-Monthly rate schedule applicable to all customers being served with Company meters that do not have an installed radio-based automated meter-reading device is as follows:

Customer Charge Per Two Month Period			\$ 13.74
Off-Peak	-	First 10 therms	@ \$ 0.2240 per therm
		Excess 10 therms	@ \$ 0.2736 per therm
Peak	-	First 10 therms	@ \$ 0.2240 per therm
		Excess 10 therms	@ \$ 0.2736 per therm

**RATE - MONTHLY**

The Monthly rate schedule applicable to all customers being served with Company meters that have an installed radio-based automated meter reading device is as follows:

Customer Charge Per One Month Period			\$ 6.87
Off-Peak	-	First 5 therms	@ \$ 0.2240 per therm
		Excess 5 therms	@ \$ 0.2736 per therm
Peak	-	First 5 therms	@ \$ 0.2240 per therm
		Excess 5 therms	@ \$ 0.2736 per therm

**LOW INCOME RESIDENTIAL NON-HEATING  
RESIDENTIAL RATE R-2**

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the applicable bi-monthly or monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas sold under this rate.

**COST OF GAS ADJUSTMENT AND LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Cost of Gas Adjustment and Local Distribution Adjustment Clause apply to gas sold under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**SPECIAL PROVISIONS**

Where more than one but less than four individual apartments or dwellings are served through one meter, the billings shall be calculated as though each individual dwelling or apartment were served through a separate meter by assuming the use was divided equally among them, except that one customer charge will apply. The owner of the property or his designee will be responsible for the payment of the service. Where four or more individual apartments or dwellings are served through one meter, the billings shall be calculated on the appropriate Commercial and Industrial Service Rate.

**LOW INCOME RESIDENTIAL NON-HEATING  
RESIDENTIAL RATE R-2**

**TERMS AND CONDITIONS**

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

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

**RESIDENTIAL HEATING**  
**RESIDENTIAL RATE R-3****AVAILABILITY**

Service is available under this rate at single domestic locations for all purposes, except for resale, in individual private dwellings and individual apartments including condominiums and their facilities as defined in G. L. Chapter 183A, Section 1 and DPU 86-159 dated February 6, 1987 where such residences are heated exclusively by means of permanently installed space heating equipment.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - MONTHLY**

Customer Charge Per Month		\$ 10.94
Off-Peak	First 10 therms	@ \$ 0.3044 per therm
	Excess 10 therms	@ \$ 0.3546 per therm
Peak	First 50 therms	@ \$ 0.3044 per therm
	Excess 50 therms	@ \$ 0.3546 per therm

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas sold under this rate.

**COST OF GAS ADJUSTMENT AND LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Cost of Gas Adjustment and Local Distribution Adjustment Clause apply to gas sold under this rate.

**RESIDENTIAL HEATING**  
**RESIDENTIAL RATE R-3**

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**SPECIAL PROVISION**

- a) Where more than one but less than four individual apartments or dwellings are served through one meter, the billings shall be calculated as though each individual dwelling or apartment were served through a separate meter by assuming the use was divided equally among them, except that one customer charge will apply. The owner of the property or his designee will be responsible for the payment of the service. Where four or more individual apartments or dwellings are served through one meter the billing shall be calculated on the appropriated Commercial and Industrial Service Rate.
- b) Temporary service will be supplied, upon written application for the limited period necessary to protect and dry out unoccupied private residences under construction. Gas fired, permanently installed heating equipment of a type approved by the Company shall be the sole source of heat for the residence. The charge shall be computed in accordance with Residential Rate R-3.

**TERMS AND CONDITIONS**

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

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

**LOW INCOME RESIDENTIAL HEATING**  
**RESIDENTIAL RATE R-4****AVAILABILITY**

Service is available under this rate at single domestic locations for all purposes, except for resale, in individual private dwellings and individual apartments where such residences are heated exclusively by means of permanently attached space heating equipment to persons who verify receipt of any means-tested public-benefit program or verify eligibility for the low-income home energy assistance program or its successor program, for which eligibility does not exceed 60 percent of the median income in Massachusetts based on a household's gross income or other criteria approved by the Department.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - MONTHLY**

Customer Charge Per Month			\$ 3.36
Off-Peak	First 10 therms	@	\$ 0.0934 per therm
	Excess 10 therms	@	\$ 0.1088 per therm
Peak	First 50 therms	@	\$ 0.0934 per therm
	Excess 50 therms	@	\$ 0.1088 per therm

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas sold under this rate.

**LOW INCOME RESIDENTIAL HEATING  
RESIDENTIAL RATE R-4**

**COST OF GAS ADJUSTMENT AND LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Cost of Gas Adjustment and Local Distribution Adjustment Clause apply to gas sold under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**SPECIAL PROVISIONS**

Where more than one but less than four individual apartments or dwellings are served through one meter, the billings shall be calculated as though each individual dwelling or apartment were served through a separate meter by assuming the use was divided equally among them, except that one customer charge will apply. The owner of the property or his designee will be responsible for the payment of the service. Where four or more individual apartments are served through one meter the billing shall be calculated on the appropriate Commercial and Industrial Service Rate.

**TERMS AND CONDITIONS**

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

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(LOW ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE G-40**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company to Commercial and Industrial customers having certain characteristics, as defined below, for all purposes when gas is for their exclusive use and not for resale.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - MONTHLY**

Customer Charge Per Month		\$ 17.51
Off-Peak	First 8 therms	@ \$0.2963 per therm
	Excess 8 therms	@ \$ 0.3477 per therm
Peak	First 50 therms	@ \$0.2963 per therm
	Excess 50 therms	@ \$ 0.3477 per therm

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage of less than 5,000 therms and peak period usage greater than or equal to 70 percent of annual use as determined by Company records and procedures.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**COMMERCIAL AND INDUSTRIAL SERVICE  
(LOW ANNUAL USE / HIGH PEAK PERIOD USE)  
RATE G-40**

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas sold under this rate.

**COST OF GAS ADJUSTMENT AND LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Cost of Gas Adjustment and Local Distribution Adjustment Clause apply to gas sold under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(MEDIUM ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE G-41**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company to Commercial and Industrial customers having certain characteristics, as defined below, for all purposes when gas is for their exclusive use and not for resale.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - MONTHLY**

Customer Charge Per Month			\$ 71.11
Off-Peak	First 50 therms	@	\$0.1331 per therm
	Excess 50 therms	@	\$0.2201 per therm
Peak	First 700 therms	@	\$0.1732 per therm
	Excess 700 therms	@	\$0.2002 per therm

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage of between 5,000 therms and 39,999 therms and peak period usage greater than or equal to 70 percent of annual use as determined by Company records and procedures.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(MEDIUM ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE G-41**

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas sold under this rate.

**COST OF GAS ADJUSTMENT AND LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Cost of Gas Adjustment and Local Distribution Adjustment Clause apply to gas sold under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(MEDIUM ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE G-41**

**DUAL FUEL EQUIPMENT**

The rates and charges applicable under this tariff for service rendered to locations with dual fuel equipment are subject to the Special Provision for Use of Dual Fuel Equipment, M.D.P.U. No. 102, which applies to any Customer with installed dual fuel equipment capable of burning gas and another fuel.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(HIGH ANNUAL USE / HIGH PEAK PERIOD)**  
**RATE G-42****AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company to Commercial and Industrial customers having certain characteristics, as defined below, for all purposes when gas is for their exclusive use and not for resale.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - MONTHLY**

Customer Charge Per Month			\$ 233.02
Off-Peak	First 400 therms	@	\$0.0630 per therm
	Excess 400 therms	@	\$0.0993 per therm
Peak	First 4,000 therms	@	\$0.1552 per therm
	Excess 4,000 therms	@	\$0.1794 per therm

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage between 40,000 and 249,999 therms and peak period usage greater than or equal to 70 percent of annual use as determined by Company records and procedures. With the exception that customers whose annual use is greater than 249,999 therms, and if the Company has been unable to install an Automated Meter Reading Device, such customers also shall take service under this rate schedule.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**COMMERCIAL AND INDUSTRIAL SERVICE  
(HIGH ANNUAL USE / HIGH PEAK PERIOD)  
RATE G-42**

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas sold under this rate.

**COST OF GAS ADJUSTMENT AND LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Cost of Gas Adjustment and Local Distribution Adjustment Clause apply to gas sold under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.

Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

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Issued by: Stephen H. Bryant  
President

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**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(HIGH ANNUAL USE / HIGH PEAK PERIOD)**  
**RATE G-42**

**DUAL FUEL EQUIPMENT**

The rates and charges applicable under this tariff for service rendered to locations with dual fuel equipment are subject to the Special Provision for Use of Dual Fuel Equipment, M.D.P.U. No. 102, which applies to any Customer with installed dual fuel equipment capable of burning gas and another fuel.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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Issued by: Stephen H. Bryant  
President

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**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(EXTRA HIGH ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE G-43**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company to Commercial and Industrial customers having certain characteristics, as defined below, for all purposes when gas is for their exclusive use and not for resale.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - MONTHLY**

Customer Charge Per Month:		\$ 854.36
Demand Rates:	Off-Peak	- @ \$ 0.6598 per therm of maximum daily gas usage
	Peak	- @ \$ 1.5696 per therm of maximum daily gas usage
Volumetric Rates:	Off-Peak	- @ \$0.0374 per therm
	Peak	- @ \$0.0734 per therm

**CALCULATION OF DEMAND CHARGES**

Demand charges shall be calculated by applying the Demand Rate to the actual measured maximum daily gas usage in the billing month.

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage of 250,000 therms or more and peak period usage greater than or equal to 70 percent of annual use as determined by Company records and procedures.

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Issued by: Stephen H. Bryant  
President

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Effective: November 1, 2009

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**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(EXTRA HIGH ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE G-43**

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas sold under this rate.

**COST OF GAS ADJUSTMENT AND LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Cost of Gas Adjustment and Local Distribution Adjustment Clause apply to gas sold under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which, it shall automatically renew itself for like one year periods thereafter, unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(EXTRA HIGH ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE G-43**

**TERMS AND CONDITIONS**

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

**SPECIAL PROVISIONS**

All customers eligible for this service class must provide and maintain a phone line for use by the Company and provide the Company with reasonable access to the meter for installation and maintenance of the Automated Meter Reading device. Customers must have Automated Meter Reading devices installed in order to receive service according to this schedule. If the Company determines that Automated Meter Reading is impractical, the customer may receive service under the terms of Rate Schedule G-42.

**DUAL FUEL EQUIPMENT**

The rates and charges applicable under this tariff for service rendered to locations with dual fuel equipment are subject to the Special Provision for Use of Dual Fuel Equipment, M.D.P.U. No. 102, which applies to any Customer with installed dual fuel equipment capable of burning gas and another fuel.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(LOW ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE G-50**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company to Commercial and Industrial customers having certain characteristics, as defined below, for all purposes when gas is for their exclusive use and not for resale.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - MONTHLY**

Customer Charge Per Month		\$ 17.51
Off-Peak	First 20 therms	@ \$0.2584 per therm
	Excess 20 therms	@ \$0.3490 per therm
Peak	First 20 therms	@ \$0.2584 per therm
	Excess 20 therms	@ \$0.3490 per therm

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage of less than 5,000 therms and peak period usage less than 70 percent of annual use as determined by Company records and procedures.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

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Issued by: Stephen H. Bryant  
President

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**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(LOW ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE G-50**

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas sold under this rate.

**COST OF GAS ADJUSTMENT AND LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Cost of Gas Adjustment and Local Distribution Adjustment Clause apply to gas sold under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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Issued by: Stephen H. Bryant  
President

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Effective: November 1, 2009

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**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(MEDIUM ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE G-51**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company to Commercial and Industrial customers having certain characteristics, as defined below, for all purposes when gas is for their exclusive use and not for resale.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - MONTHLY**

Customer Charge Per Month		\$71.11
Off-Peak	First 400 therms	@ \$0.1032 per therm
	Excess 400 therms	@ \$0.1156 per therm
Peak	First 400 therms	@ \$0.1609 per therm
	Excess 400 therms	@ \$0.1897 per therm

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage of between 5,000 and 39,999 therms and peak period usage less than 70 percent of annual use as determined by Company records and procedures.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

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Issued by: Stephen H. Bryant  
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**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(MEDIUM ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE G-51**

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas sold under this rate.

**COST OF GAS ADJUSTMENT AND LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Cost of Gas Adjustment and Local Distribution Adjustment Clause apply to gas sold under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.

Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

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Issued by: Stephen H. Bryant  
President

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Effective: November 1, 2009

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**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(MEDIUM ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE G-51**

**DUAL FUEL EQUIPMENT**

The rates and charges applicable under this tariff for service rendered to locations with dual fuel equipment are subject to the Special Provision for Use of Dual Fuel Equipment, M.D.P.U. No. 102, which applies to any Customer with installed dual fuel equipment capable of burning gas and another fuel.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

**COMMERCIAL AND INDUSTRIAL SERVICE  
(HIGH ANNUAL USE / LOW PEAK PERIOD USE)  
RATE G-52****AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company to Commercial and Industrial customers having certain characteristics, as defined below, for all purposes when gas is for their exclusive use and not for resale.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - MONTHLY**

Customer Charge Per Month			\$ 233.02
Off-Peak	First 2,500 therms	@	\$0.0778 per therm
	Excess 2,500 therms	@	\$0.0898 per therm
Peak	First 2,500 therms	@	\$0.1346 per therm
	Excess 2,500 therms	@	\$0.1715 per therm

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage between 40,000 and 249,999 therms and peak period usage less than 70 percent of annual use as determined by Company records and procedures. With the exception that customers whose annual use is greater than 249,999 therms, and if the Company has been unable to install an Automated Meter Reading Device, such customers also shall take service under this rate schedule.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

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Issued by: Stephen H. Bryant  
President

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Effective: November 1, 2009

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**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(HIGH ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE G-52**

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas sold under this rate.

**COST OF GAS ADJUSTMENT AND LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Cost of Gas Adjustment and Local Distribution Adjustment Clause apply to gas sold under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.

Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

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Issued by: Stephen H. Bryant  
President

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**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(HIGH ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE G-52**

**DUAL FUEL EQUIPMENT**

The rates and charges applicable under this tariff for service rendered to locations with dual fuel equipment are subject to the Special Provision for Use of Dual Fuel Equipment, M.D.P.U. No. 102, which applies to any Customer with installed dual fuel equipment capable of burning gas and another fuel.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

**COMMERCIAL AND INDUSTRIAL SERVICE  
(EXTRA HIGH ANNUAL USE / LOW PEAK PERIOD USE)  
RATE G-53**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company to Commercial and Industrial customers having certain characteristics, as defined below, for all purposes when gas is for their exclusive use and not for resale.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - MONTHLY**

Customer Charge Per Month:			\$ 854.36
Demand Rates:	Off-Peak	-	@ \$ 0.6598 per therm of maximum daily gas usage
	Peak	-	@ \$ 1.5696 per therm of maximum daily gas usage
Volumetric Rates:	Off-Peak	-	@ \$ 0.0374 per therm
	Peak	-	@ \$ 0.0734 per therm

**CALCULATION OF DEMAND CHARGES**

Demand charges shall be calculated by applying the Demand Rate to the actual measured maximum daily gas usage in the billing month.

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage of 250,000 therms or more and peak period usage less than 70 percent of annual use as determined by Company records and procedures.

**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(EXTRA HIGH ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE G-53**

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas sold under this rate.

**COST OF GAS ADJUSTMENT AND LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Cost of Gas Adjustment and Local Distribution Adjustment Clause apply to gas sold under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which, it shall automatically renew itself for like one year periods thereafter, unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

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Issued by: Stephen H. Bryant  
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**COMMERCIAL AND INDUSTRIAL SERVICE**  
**(EXTRA HIGH ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE G-53**

**TERMS AND CONDITIONS**

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

**SPECIAL PROVISIONS**

All customers eligible for this service class must provide and maintain a phone line for use by the Company and provide the Company with reasonable access to the meter for installation and maintenance of the Automated Meter Reading device. Customers must have Automated Meter Reading devices installed in order to receive service according to this schedule. If the Company determines that Automated Meter Reading is impractical, the customer may receive service according to Rate Schedule G-52.

**DUAL FUEL EQUIPMENT**

The rates and charges applicable under this tariff for service rendered to locations with dual fuel equipment are subject to the Special Provision for Use of Dual Fuel Equipment, M.D.P.U. No. 102, which applies to any Customer with installed dual fuel equipment capable of burning gas and another fuel.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**OUTDOOR GAS LIGHTING SERVICE**  
**RATE L**

**AVAILABILITY**

Service to all customers is available under this rate for outdoor gas lighting where a standard gas light is attached to the Company's existing distribution system, and when it is not feasible to meter gas for such lighting along with other gas used on the premises and bill the same under the rate in effect for all other service. All such installations shall be on private property. Service under this schedule is available only to those customers taking service under this rate as of December 14, 1979.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - MONTHLY**

\$ 2.68 per month per light.

**COST OF GAS ADJUSTMENT AND LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Cost of Gas Adjustment and Local Distribution Adjustment Clause apply to gas sold under this rate.

**TERM OF CONTRACT**

The terms of contract under this schedule shall be for an initial period of one year, and shall continue in effect thereafter until canceled by either party on 30 days' written notice.

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**OUTDOOR GAS LIGHTING SERVICE**  
**RATE L**

**PAYMENT**

Bills are net and payable upon presentation.

**SPECIAL PROVISIONS**

The customer shall own and maintain all equipment necessary for such lighting, including any necessary additional piping. The customer shall replace at his expense any mantles from time to time. All original or replacement equipment shall be approved by the Company.

**RULES AND REGULATIONS**

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

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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Issued by: Stephen H. Bryant  
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**NON-HEATING FIRM TRANSPORTATION SERVICE**  
**RESIDENTIAL RATE T-R1****AVAILABILITY**

Service is available under this rate at single domestic locations throughout the territory served by the Company for transportation of supplier-owned gas used in individual private dwellings and individual apartments including condominiums and their facilities as defined in G. L. Chapter 183A, Section 1 and DPU 86-159 dated February 6, 1987.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - BI-MONTHLY**

The Bi-Monthly rate schedule applicable to all customers being served with Company meters that do not have an installed radio-based automated meter reading device is as follows:

Customer Charge Per Two Month Period			\$ 21.88
Off-Peak	-	First 10 therms	@ \$0.3567 per therm
		Excess 10 therms	@ \$0.4356 per therm
Peak	-	First 10 therms	@ \$0.3567 per therm
		Excess 10 therms	@ \$0.4356 per therm

**RATE - MONTHLY**

The Monthly rate schedule applicable to all customers being served with Company meters that have an installed radio-based automated meter reading device is as follows:

Customer Charge Per One Month Period			\$ 10.94
Off-Peak	-	First 5 therms	@ \$0.3567 per therm
		Excess 5 therms	@ \$0.4356 per therm
Peak	-	First 5 therms	@ \$0.3567 per therm
		Excess 5 therms	@ \$0.4356 per therm

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**NON-HEATING FIRM TRANSPORTATION SERVICE  
RESIDENTIAL RATE T-R1**

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the applicable bi-monthly or monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas transported under this rate.

**LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Local Distribution Adjustment Clause apply to gas transported under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**SPECIAL PROVISION**

Where more than one but less than four individual apartments or dwellings are served through one meter, the billings shall be calculated as though each individual dwelling or apartment were served through a separate meter by assuming the use was divided equally among them, except that one customer charge will apply. The owner of the property or his designee will be responsible for the payment of the service. Where four or more individual apartments or dwellings are served through one meter, the billings will be calculated on the appropriate Commercial and Industrial Service Rate.

**NON-HEATING FIRM TRANSPORTATION SERVICE**  
**RESIDENTIAL RATE T-R1**

**TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, or other arrangements between Customers and Suppliers operating pursuant to the Company's Supplier Service Agreement Terms and Conditions, are a part of this schedule.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

**LOW INCOME NON-HEATING FIRM TRANSPORTATION SERVICE  
RESIDENTIAL RATE T-R2****AVAILABILITY**

Service is available under this rate at single domestic locations throughout the territory served by the Company for transportation of supplier-owned gas used in individual private dwellings and individual apartments for all domestic purposes to persons who verify receipt of any means-tested public-benefit program or verify eligibility for the low-income home energy assistance program or its successor program, for which eligibility does not exceed 60 percent of the median income in Massachusetts based on a household's gross income or other criteria approved by the Department..

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - BI-MONTHLY**

The Bi-Monthly rate schedule applicable to all customers being served with Company meters that do not have an installed radio-based automated meter reading device is as follows:

Customer Charge Per Two Month Period			\$ 13.74
Off-Peak	First 10 therms	@	\$0.2240 per therm
	Excess 10 therms	@	\$0.2736 per therm
Peak	First 10 therms	@	\$0.2240 per therm
	Excess 10 therms	@	\$0.2736 per therm

**RATE - MONTHLY**

The Monthly rate schedule applicable to all customers being served with Company meters that have an installed radio-based automated meter reading device is as follows:

Customer Charge Per One Month Period			\$ 6.87
Off-Peak	First 5 therms	@	\$0.2240 per therm
	Excess 5 therms	@	\$0.2736 per therm
Peak	First 5 therms	@	\$0.2240 per therm
	Excess 5 therms	@	\$0.2736 per therm

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**LOW INCOME NON-HEATING FIRM TRANSPORTATION SERVICE  
RESIDENTIAL RATE T-R2**

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the applicable bi-monthly or monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas transported under this rate.

**LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Local Distribution Adjustment Clause apply to gas transported under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**SPECIAL PROVISIONS**

Where more than one but less than four individual apartments or dwellings are served through one meter, the billings shall be calculated as though each individual dwelling or apartment were served through a separate meter by assuming the use was divided equally among them, except that one customer charge will apply. The owner of the property or his designee will be responsible for the payment of the service. Where four or more individual apartments or dwellings are served through one meter, the billings shall be calculated on the appropriate Commercial and Industrial Service Rate.

**LOW INCOME NON-HEATING FIRM TRANSPORTATION SERVICE  
RESIDENTIAL RATE T-R2**

**TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, or other arrangements between Customers and Suppliers operating pursuant to the Company's Supplier Service Agreement Terms and Conditions, are a part of this schedule.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

**HEATING FIRM TRANSPORTATION SERVICE**  
**RESIDENTIAL RATE T-R3****AVAILABILITY**

Service is available under this rate at single domestic locations throughout the territory served by the Company for transportation of supplier-owned gas used in individual private dwellings and individual apartments including condominiums and their facilities as defined in G. L. Chapter 183A, Section 1 and DPU 86-159 dated February 6, 1987 where such residences are heated exclusively by means of permanently installed space heating equipment.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - MONTHLY**

Customer Charge Per Month			\$ 10.94
Off-Peak	-	First 10 therms	@ \$0.3044 per therm
		Excess 10 therms	@ \$0.3546 per therm
Peak	-	First 50 therms	@ \$0.3044 per therm
		Excess 50 therms	@ \$0.3546 per therm

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas transported under this rate.

**LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Local Distribution Adjustment Clause apply to gas transported under this rate.

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**HEATING FIRM TRANSPORTATION SERVICE**  
**RESIDENTIAL RATE T-R3**

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.

Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**SPECIAL PROVISION**

- a) Where more than one but less than four individual apartments or dwellings are served through one meter, the billings shall be calculated as though each individual dwelling or apartment were served through a separate meter by assuming the use was divided equally among them, except that one customer charge will apply. The owner of the property or his designee will be responsible for the payment of the service. Where four or more individual apartments or dwellings are served through one meter the billing shall be calculated on the appropriated Commercial and Industrial Service Rate.
- b) Temporary service will be supplied, upon written application for the limited period necessary to protect and dry out unoccupied private residences under construction. Gas fired, permanently installed heating equipment of a type approved by the Company shall be the sole source of heat for the residence. The charge shall be computed in accordance with Residential Rate R-3.

**TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, or other arrangements between Customers and Suppliers operating pursuant to the Company's Supplier Service Agreement Terms and Conditions, are a part of this schedule.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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**LOW INCOME HEATING FIRM TRANSPORTATION SERVICE**  
**RESIDENTIAL RATE T-R4****AVAILABILITY**

Service is available under this rate at single domestic locations throughout the territory served by the Company to persons who verify receipt of any means-tested public-benefit program or verify eligibility for the low-income home energy assistance program or its successor program, for which eligibility does not exceed 60 percent of the median income in Massachusetts based on a household's gross income or other criteria approved by the Department, for transportation of supplier-owned gas used in individual private dwellings and individual apartments where such residences are heated exclusively by means of permanently installed space heating equipment.

**CHARACTER OF SERVICE**

A continuous supply of gas of not less than 1,000 Btu per cubic foot.

**RATE - MONTHLY**

Customer Charge Per Month		\$ 3.36
Off-Peak	First 10 therms	@ \$0.0934 per therm
	Excess 10 therms	@ \$0.1088 per therm
Peak	First 50 therms	@ \$0.0934 per therm
	Excess 50 therms	@ \$0.1088 per therm

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas transported under this rate.



**LOW INCOME HEATING FIRM TRANSPORTATION SERVICE**  
**RESIDENTIAL RATE T-R4**

**LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Local Distribution Adjustment Clause apply to gas transported under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**SPECIAL PROVISIONS**

Where more than one but less than four individual apartments or dwellings are served through one meter, the billings shall be calculated as though each individual dwelling or apartment were served through a separate meter by assuming the use was divided equally among them, except that one customer charge will apply. The owner of the property or his designee will be responsible for the payment of the service. Where four or more individual apartments are served through one meter the billing shall be calculated on the appropriate Commercial and Industrial Service Rate, and therefore such accounts are not eligible for the Pilot Program.

**TERMS AND CONDITIONS**

The Company's Terms and Conditions in effect from time to time, where not inconsistent with any specific provisions hereof, or other arrangements between Customers and Suppliers operating pursuant to the Company's Supplier Service Agreement Terms and Conditions, are a part of this schedule.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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**FIRM TRANSPORTATION SERVICE**  
**(LOW ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE T-40**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company for transportation of customer-owned gas used for commercial, industrial, or institutional purposes.

**RATE - MONTHLY**

Customer Charge Per Month			\$ 17.51
Off-Peak	First 8 therms	@	\$0.2963 per therm
	Excess 8 therms	@	\$0.3477 per therm
Peak	First 50 therms	@	\$0.2963 per therm
	Excess 50 therms	@	\$0.3477 per therm

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage of less than 5,000 therms and peak period usage greater than or equal to 70 percent of annual use as determined by Company records and procedures.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas throughput transported under this rate.

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**FIRM TRANSPORTATION SERVICE**  
**(LOW ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE T-40**

**LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Local Distribution Adjustment Clause apply to gas throughput transported under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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**FIRM TRANSPORTATION SERVICE**  
**(MEDIUM ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE T-41**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company for transportation of customer-owned gas used for commercial, industrial, or institutional purposes.

**RATE - MONTHLY**

Customer Charge Per Month		\$ 71.11
Off-Peak	First 50 therms	@ \$0.1331 per therm
	Excess 50 therms	@ \$0.2201 per therm
Peak	First 700 therms	@ \$0.1732 per therm
	Excess 700 therms	@ \$0.2002 per therm

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage of between 5,000 therms and 39,999 therms and peak period usage greater than or equal to 70 percent of annual use as determined by Company records and procedures.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas throughput transported under this rate.

**LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Local Distribution Adjustment Clause apply to gas throughput transported under this rate.

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**FIRM TRANSPORTATION SERVICE**  
**(MEDIUM ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE T-41**

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

**DUAL FUEL EQUIPMENT**

The rates and charges applicable under this tariff for service rendered to locations with dual fuel equipment are subject to the Special Provision for Use of Dual Fuel Equipment, M.D.P.U.. No. 102, which applies to any Customer with installed dual fuel equipment capable of burning gas and another fuel.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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**FIRM TRANSPORTATION SERVICE**  
**(HIGH ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE T-42**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company for transportation of customer-owned gas used for commercial, industrial, or institutional purposes.

**RATE - MONTHLY**

Customer Charge Per Month			\$ 233.02
Off-Peak	First 400 therms	@	\$0.0630 per therm
	Excess 400 therms	@	\$0.0993 per therm
Peak	First 4,000 therms	@	\$0.1552 per therm
	Excess 4,000 therms	@	\$0.1794 per therm

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage between 40,000 and 249,999 therms and peak period usage greater than or equal to 70 percent of annual use as determined by Company records and procedures.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas throughput transported under this rate.

**LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Local Distribution Adjustment Clause apply to gas throughput transported under this rate.

**FIRM TRANSPORTATION SERVICE**  
**(HIGH ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE T-42**

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.

Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

**DUAL FUEL EQUIPMENT**

The rates and charges applicable under this tariff for service rendered to locations with dual fuel equipment are subject to the Special Provision for Use of Dual Fuel Equipment, M.D.P.U. No. 102, which applies to any Customer with installed dual fuel equipment capable of burning gas and another fuel.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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**FIRM TRANSPORTATION SERVICE**  
**(EXTRA HIGH ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE T-43**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company for transportation of customer-owned gas used for commercial, industrial, or institutional purposes.

**RATE - MONTHLY**

Customer Charge Per Month:		\$854.36
Demand Rates:	Off-Peak	@ \$ 0.6598 per therm of maximum daily gas usage
	Peak	@ \$ 1.5696 per therm of maximum daily gas usage
Volumetric Rates:	Off-Peak	@ \$ 0.0374 per therm
	Peak	@ \$ 0.0734 per therm

**CALCULATION OF DEMAND CHARGES**

Demand charges shall be calculated by applying the Demand Rate to the actual measured maximum daily gas usage in the billing month.

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage of 250,000 therms or more and peak period usage greater than or equal to 70 percent of annual use as determined by Company records and procedures.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

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**FIRM TRANSPORTATION SERVICE**  
**(EXTRA HIGH ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE T-43**

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas throughput transported under this rate.

**LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Local Distribution Adjustment Clause apply to gas throughput transported under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter, unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

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**FIRM TRANSPORTATION SERVICE**  
**(EXTRA HIGH ANNUAL USE / HIGH PEAK PERIOD USE)**  
**RATE T-43**

**SPECIAL PROVISIONS**

All customers eligible for this service class must provide and maintain a phone line for use by the Company and provide the Company with reasonable access to the meter for installation and maintenance of the Automated Meter Reading device. Customers must have Automated Meter Reading devices installed in order to receive service according to this schedule.

**DUAL FUEL EQUIPMENT**

The rates and charges applicable under this tariff for service rendered to locations with dual fuel equipment are subject to the Special Provision for Use of Dual Fuel Equipment, M.D.P.U. No. 102, which applies to any Customer with installed dual fuel equipment capable of burning gas and another fuel.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

**FIRM TRANSPORTATION SERVICE**  
**(LOW ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE T-50**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company for transportation of customer-owned gas used for commercial, industrial, or institutional purposes.

**RATE - MONTHLY**

Customer Charge Per Month		\$ 17.51
Off-Peak	First 20 therms	@ \$0.2584 per therm
	Excess 20 therms	@ \$0.3490 per therm
Peak	First 20 therms	@ \$0.2584 per therm
	Excess 20 therms	@ \$0.3490 per therm

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage of less than 5,000 therms and peak period usage less than 70 percent of annual use as determined by Company records and procedures.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas throughput transported under this rate.

**FIRM TRANSPORTATION SERVICE**  
**(LOW ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE T-50**

**LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Local Distribution Adjustment Clause apply to gas throughput transported under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as being the period November 1<sup>st</sup> through April 30<sup>th</sup>

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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**FIRM TRANSPORTATION SERVICE  
(MEDIUM ANNUAL USE / LOW PEAK PERIOD USE)  
RATE T-51**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company for transportation of customer-owned gas used for commercial, industrial, or institutional purposes.

**RATE - MONTHLY**

Customer Charge Per Month		\$ 71.11
Off-Peak	First 400 therms	@ \$0.1032 per therm
	Excess 400 therms	@ \$0.1156 per therm
Peak	First 400 therms	@ \$0.1609 per therm
	Excess 400 therms	@ \$0.1897 per therm

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage of between 5,000 therms and 39,999 therms and peak period usage less than 70 percent of annual use as determined by Company records and procedures.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas throughput transported under this rate.

**LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Local Distribution Adjustment Clause apply to gas throughput transported under this rate.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**FIRM TRANSPORTATION SERVICE**  
**(MEDIUM ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE T-51**

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

**DUAL FUEL EQUIPMENT**

The rates and charges applicable under this tariff for service rendered to locations with dual fuel equipment are subject to the Special Provision for Use of Dual Fuel Equipment, M.D.P.U. No. 102, which applies to any Customer with installed dual fuel equipment capable of burning gas and another fuel.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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Issued by: Stephen H. Bryant  
President

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Effective: November 1, 2009

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**FIRM TRANSPORTATION SERVICE  
(HIGH ANNUAL USE / LOW PEAK PERIOD USE)  
RATE T-52**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company for transportation of customer-owned gas used for commercial, industrial, or institutional purposes.

**RATE - MONTHLY**

Customer Charge Per Month			\$ 233.02
Off-Peak	First 2,500 therms	@	\$0.0778 per therm
	Excess 2,500 therms	@	\$0.0898 per therm
Peak	First 2,500 therms	@	\$0.1346 per therm
	Excess 2,500 therms	@	\$0.1715 per therm

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage between 40,000 and 249,999 therms and peak period usage less than 70 percent of annual use as determined by Company records and procedures.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas throughput transported under this rate.

**LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Local Distribution Adjustment Clause apply to gas throughput transported under this rate.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**FIRM TRANSPORTATION SERVICE**  
**(HIGH ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE T-52**

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.  
Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

**DUAL FUEL EQUIPMENT**

The rates and charges applicable under this tariff for service rendered to locations with dual fuel equipment are subject to the Special Provision for Use of Dual Fuel Equipment, M.D.P.U. No. 102, which applies to any Customer with installed dual fuel equipment capable of burning gas and another fuel.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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Issued by: Stephen H. Bryant  
President

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Effective: November 1, 2009

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**FIRM TRANSPORTATION SERVICE**  
**(EXTRA HIGH ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE T-53**

**AVAILABILITY**

This schedule is available at single locations throughout the territory served by the Company for transportation of customer-owned gas used for commercial, industrial, or institutional purposes.

**RATE - MONTHLY**

Customer Charge Per Month:			\$ 854.36
Demand Rates:	Off-Peak	-	@ \$ 0.6598 per therm of maximum daily gas usage
	Peak	-	@ \$ 1.5696 per therm of maximum daily gas usage
Volumetric Rates:	Off-Peak	-	@ \$ 0.0374 per therm
	Peak	-	@ \$ 0.0734 per therm

**CALCULATION OF DEMAND CHARGES**

Demand charges shall be calculated by applying the Demand Rate to the actual measured maximum daily gas usage in the billing month.

**CHARACTERISTICS OF CUSTOMER**

A customer receiving service under this schedule must have annual usage of 250,000 therms or more and peak period usage less than 70 percent of annual use as determined by Company records and procedures.

**MINIMUM CHARGE**

The minimum charge per month shall be the sum of the monthly Customer Charge and the Residential and Commercial Energy Conservation Service ("RCS") Charge.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**FIRM TRANSPORTATION SERVICE**  
**(EXTRA HIGH ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE T-53**

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

The provisions of the Company's Revenue Decoupling Adjustment Clause apply to gas throughput transported under this rate.

**LOCAL DISTRIBUTION ADJUSTMENT CLAUSE**

The provisions of the Company's Local Distribution Adjustment Clause apply to gas throughput transported under this rate.

**DEFINITIONS**

Off-Peak Period - Defined as the period from May 1<sup>st</sup> through October 31<sup>st</sup>.

Peak Period - Defined as the period from November 1<sup>st</sup> through April 30<sup>th</sup>.

**PAYMENT**

Bills are net and payable upon presentation.

**TERM OF CONTRACT**

The term of contract under this schedule shall be for an initial period of at least one year, at the expiration of which initial period it shall automatically renew itself for like one year periods thereafter, unless terminated by either party giving to the other notice in writing 30 days prior to the expiration of any contract year.

**TERMS AND CONDITIONS**

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

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**FIRM TRANSPORTATION SERVICE**  
**(EXTRA HIGH ANNUAL USE / LOW PEAK PERIOD USE)**  
**RATE T-53**

**SPECIAL PROVISIONS**

All customers eligible for this service class must provide and maintain a phone line for use by the Company and provide the Company with reasonable access to the meter for installation and maintenance of the Automated Meter Reading device. Customers must have Automated Meter Reading devices installed in order to receive service according to this schedule.

**DUAL FUEL EQUIPMENT**

The rates and charges applicable under this tariff for service rendered to locations with dual fuel equipment are subject to the Special Provision for Use of Dual Fuel Equipment, M.D.P.U. No. 102, which applies to any Customer with installed dual fuel equipment capable of burning gas and another fuel.

**FARM DISCOUNT**

All charges under this tariff are subject to a ten percent (10%) discount for customers who are certified as eligible by the Massachusetts Department of Food and Agriculture.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**PEAKING SUPPLY SERVICE  
RATE PSS**

**1.0 AVAILABILITY**

Peaking Service is available to all Suppliers or Customers acting as their own Suppliers that have been assigned Peaking Capacity on behalf of Customers in an Aggregation Pool, or on behalf of daily-metered Customers not included in an Aggregation Pool, upon execution of a Supplier Service Agreement with the Company.

**2.0 APPLICABILITY**

This tariff applies to all Suppliers, or Customers acting as their own Supplier, receiving Peaking Service from the Company pursuant to the Company's Terms and Conditions.

**3.0 CHARACTER OF SERVICE**

Gas provided on a firm basis and not subject to interruption or curtailment except as permitted under the Company's Terms and Conditions and the Supplier Service Agreement. The Supplier shall nominate Peaking Service quantities on a daily basis subject to the operational restrictions and nominations requirements set forth in the Company's Terms and Conditions. The Company shall be obligated to provide a quantity not to exceed the Maximum Daily Peaking Quantity ("MDPQ"), as specified in the Supplier Service Agreement. The level of supply provided by the Company is subject to operational restrictions during the service availability period as set forth in the Company's Terms and Conditions.

**4.0 PEAKING SERVICE RATES**

Service hereunder is subject to a two-part monthly rate comprising a Peaking Service Demand Charge and a Peaking Service Commodity Charge. Such charges shall reflect the costs described below and shall be computed and submitted within the Company's Cost of Gas Adjustment Clause ("CGAC") filings.

**PEAKING SUPPLY SERVICE**  
**RATE PSS**

**5.0 RATE PER MONTH**

The Peaking Service Demand Charge to the Supplier shall be the product of the currently effective monthly Peaking Service Demand Charge and the applicable MDPQ as established in the Supplier Service Agreement for that month for each Aggregation Pool.

The Peaking Service Commodity Charge to the Supplier shall be the Peaking Supply Commodity Charge multiplied by the volumes of gas nominated for each Aggregation Pool each month under this rate.

**6.0 MAXIMUM DAILY PEAKING QUANTITY**

The MDPQ for each of a Supplier's Aggregation Pools shall be established in the Supplier Service Agreement pursuant to Section 13.4 of the Company's Terms and Conditions.

**7.0 OPERATIONAL RESTRICTIONS**

The availability of Peaking Service may be restricted in accordance with the operational standards established by the Company in its Terms and Conditions.

**8.0 TERMS AND CONDITIONS**

Service under this rate is subject to the Company's Terms and Conditions, in effect from time to time, where not inconsistent with any specific provision herein.

**INTERRUPTIBLE TRANSPORTATION AGREEMENT**

**THIS AGREEMENT** made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Bay State Gas Company, a Massachusetts corporation with headquarters at 300 Friberg Parkway, Westborough, Massachusetts (hereafter called "Bay State" or "Company"), and \_\_\_\_\_ (hereafter called "Customer"), pursuant to the following recitals and representations:

**WHEREAS**, Customer desires Bay State to transport on an interruptible basis such volumes of gas procured by Customer from \_\_\_\_\_ located at \_\_\_\_\_ (hereafter called "Customer's Supplier") for use at Customer's facility located at \_\_\_\_\_ (hereafter called "Point of Delivery"); and

**WHEREAS**, Bay State, subject to the Company's Distribution and Default Service Terms and Conditions and the conditions, limitations and provisions hereof, is willing to transport and deliver to Customer on an interruptible basis such volumes of gas:

(a) delivered by a properly licensed and registered third-party supplier with the following information provided by the Customer:

i. Customer's Transporting Pipeline: (Name) \_\_\_\_\_ located at \_\_\_\_\_

ii. Location of delivery of gas volumes to Bay State's distribution facilities:

\_\_\_\_\_ (hereafter called "Point of Receipt"); or

Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

**INTERRUPTIBLE TRANSPORTATION AGREEMENT**

(b) procured by Bay State pursuant to an executed Interruptible Gas Supply Service Agreement between Bay State and the Customer.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, Bay State and Customer agree as follows:

**ARTICLE 1: MAXIMUM DAILY TRANSPORTATION QUANTITY**

Bay State shall provide interruptible transportation to Customer from the Point of Receipt to the Point of Delivery during any Gas Day up to a Maximum Daily Transportation Quantity of \_\_\_\_\_ therms.

**ARTICLE 2: CONDITIONS PRECEDENT**

This Agreement is expressly conditioned upon Customer's agreement, at Bay State's option, to assume responsibility for the cost of any additional facilities required to serve Customer including, but not necessarily limited to, any required gas mains, service lines and meters

In addition, this Agreement is conditioned upon Customer's installation and maintenance, at its expense, of a standard modular telephone jack with two pair wiring connecting the jack to the telephone company's network interface device. Such jack shall be installed near the entry point of the gas service line, and the telephone line and jack shall be continuously in service with a dial tone and shall be for the exclusive use of the Company to automatically transmit meter readings over the telephone lines to the Company's computer.

**ARTICLE 3: RATE**

The charge to be assessed under this Agreement shall consist of a monthly "Customer Charge" and a "Volumetric Charge."

The Customer Charge shall be charged each month from April through November, and shall be Bay State's marginal customer cost incurred to provide Interruptible Transportation Service. The Customer Charge shall be \$1,500.00.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**INTERRUPTIBLE TRANSPORTATION AGREEMENT**

The Volumetric Charge per therm for Interruptible Transportation service shall be at a rate per MMBtu established on a Value of Service ("VOS") basis as set forth below:

While there will be no ceiling on the calculated IT rate, the floor price shall be based on the Company's most recently calculated marginal variable cost of providing IT service plus the Customer Charge set forth above. The marginal variable cost shall include meter and regulator operations expense, meter maintenance expense, services operations and maintenance expense and communications expense. Such current marginal variable cost is equal to \$0.0841 per MMBtu. If the Customer has alternate fuel capabilities, the volumetric IT rate shall be equal to:

$$R = \text{CAFC} - \text{DCGP}$$

If the Customer has no alternate fuel capabilities, the IT rate shall be equal to:

$$R = \text{MBVE} - \text{DCGP}$$

where:

CAFC = Customer's Alternate Fuel Costs, expressed in dollars per MMBtu, determined as follows:  
R = Interruptible Transportation Rate

$$\text{CAFC} = \text{APP} \pm A$$

where:

A = An Adjustment, measured in dollars per MMBtu, may be granted by Bay State in its sole judgment to reflect any discount to the average posted price which is granted to Customer by Customer's energy supplier.

APP = Average Posted Price of Customer's alternate fuel expressed in dollars per MMBtu as specified on Appendix A to this Agreement.

DCGP = Delivered City Gate Price of gas supply delivered to the Company's city gate, calculated as the Monthly Index Price of the Company's incremental gas supply as reported in the first publication each month of McGraw Hill, Inc.'s *Inside\_FERC Gas Market Report*, plus the variable cost of transportation, including fuel reimbursement, from the zone where the gas supply is first delivered to the Transporting Pipeline to

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President

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Effective: November 1, 2009

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**INTERRUPTIBLE TRANSPORTATION AGREEMENT**

MBVE = the Company's city gate.  
Market Based Value of Energy supplied to the Customer's facility, expressed in dollars per MMBtu, mutually agreed upon by the Company and Customer.

In addition to the charges provided for above, Customer shall be subject to any applicable charges and taxes in accordance with the provisions of the Company's Terms and Conditions.

**ARTICLE 4: TERM**

This Agreement shall become effective on the date hereof and shall continue in full force and effect for an initial term of one (1) year. This Agreement shall further continue thereafter for successive one-year periods ending \_\_\_\_\_ of each subsequent year, unless terminated by either party with at least thirty (30) days prior written notice from either party to the other.

**ARTICLE 5: NOMINATION AND BALANCING**

The Company's nomination and balancing terms as set forth in Section 11.0 of the Distribution and Default Service Terms and Conditions for Daily Metered Distribution Service shall apply to Customer's usage hereunder. If Customer designates the Company as its gas supplier and executes an Interruptible Gas Supply Service Agreement, Customer shall not be subject to the aforementioned nomination and balancing terms, except as provided in the Interruptible Gas Supply Service Agreement.

**ARTICLE 6: PEAK PERIOD INTERRUPTION**

Service to Customer shall be interrupted beginning on December 1<sup>st</sup> of each year and shall remain interrupted through the following March 31<sup>st</sup>. As applicable, Customer is responsible for securing its alternate fuel to meet its full requirements, or for preparing for interruption or curtailment of natural gas service, during the period of unavailability of natural gas service each winter. At its sole discretion and at no cost to Customer, Bay State may manually shut-off gas service to the Customer's meter during the winter period interruption. In the event that service is shut-off, Bay State shall charge Customer to turn on gas service at the start or during the Non-peak Period.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**INTERRUPTIBLE TRANSPORTATION AGREEMENT**

**ARTICLE 7: NON-PEAK PERIOD INTERRUPTION AND CURTAILMENT**

Service to Customer is subject to interruption and/or curtailment to the extent Bay State determines such interruption to be necessary to ensure the continued service to Bay State's firm sales or firm transportation customers. If notice of interruption is given by Bay State to Customer, Customer agrees to discontinue within two (2) hours the use of gas and change to its alternate fuel, if applicable, upon being notified of such interruption.

If notice of curtailment is given by Bay State to Customer, Customer agrees to reduce within two (2) hours its usage of gas by the level of curtailment specified by Bay State.

Customer shall be available to receive such notice twenty four (24) hours a day, seven (7) days a week. Customer agrees to provide Bay State with a telephone number(s) for providing such notice.

**ARTICLE 8: UNAUTHORIZED USAGE**

Failure by Customer to either (1) discontinue gas service during the interruption period of December 1 through March 31 or in the event of a notice of interruption or (2) to reduce usage in the event of a notice of curtailment shall constitute unauthorized use. Any such use shall be deemed to be aggravating a Critical Day and be subject to the unauthorized use penalty set out in Sections 11.6 and 12.6 of the Company's Distribution and Default Service Terms and Conditions.

**ARTICLE 9: DISCLAIMER OF LIABILITY**

Bay State shall not be liable to Customer for any loss or damage incurred by Customer resulting from any curtailment or interruption, including a permanent interruption in the delivery to Customer, whether or not notice of such curtailment or interruption has been given.

**ARTICLE 10: CUSTOMER'S COVENANTS WITH RESPECT TO THE USE OF GAS**

The Customer hereby covenants and agrees that all gas delivered by Bay State under the terms of this Agreement shall be used solely as fuel in Customer's equipment directly associated with service provided under this Agreement located at \_\_\_\_\_, and shall not be used interchangeably for gas supplied by Bay State under any other agreement or filed rate.

**INTERRUPTIBLE TRANSPORTATION AGREEMENT**

**ARTICLE 11: ACCESS TO PREMISES**

Customer shall provide Bay State such reasonable rights of way and rights of entry to Customer's facilities as may be required by Bay State in connection with this Agreement, including but not limited to access for any use, maintenance and periodic inspection of all gas facilities of Bay State or Customer including piping and metering equipment.

**ARTICLE 12: AGREEMENT IN ITS ENTIRETY**

This Agreement and the references herein constitute the entire agreement of the parties for interruptible transportation service to the Customer's facilities, and there are no oral or written understandings or agreements between Bay State and Customer relating to the subject matter (interruptible transportation service) of this Agreement other than those expressed herein.

Provisions of this Agreement shall be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

Either party may, without relieving itself of its obligations under this Agreement, assign any of its rights hereunder to an entity with which it is affiliated, but otherwise no assignment of this Agreement or any of the rights and obligations hereunder shall be made unless there first shall have been obtained the written consent of the other party.

**ARTICLE 13: PUBLIC REGULATIONS**

This Agreement shall be subject to Bay State's Distribution and Default Service Terms and Conditions on file with the Massachusetts Department of Public Utilities to the extent those Terms and Conditions are not inconsistent with the provisions of this Agreement. **In the event of a conflict, the terms of this Agreement shall govern.** Upon request, Bay State shall provide the Customer with copies of Bay State's complete filed Terms and Conditions thereafter provide all amendments or supplements to those documents promptly after filing.

**INTERRUPTIBLE TRANSPORTATION AGREEMENT**

**ARTICLE 14: GOVERNING LAWS**

This Agreement is entered into and shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement by their duly authorized officers:

**Bay State Gas Company**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Customer**

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**INTERRUPTIBLE TRANSPORTATION AGREEMENT**

**Bay State Gas Company**  
**Appendix A**

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Customer's Alternate Fuel: \_\_\_\_\_

Source of monthly average  
price to determine MMBtu  
price equivalency: \_\_\_\_\_

Formula: \_\_\_\_\_

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Issued by: **Stephen H. Bryant**  
**President**

Issued On: **November 12, 2009**  
Effective: **November 1, 2009**

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**INTERRUPTIBLE GAS SUPPLY SERVICE AGREEMENT**

**THIS AGREEMENT** made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between Bay State Gas Company, a Massachusetts corporation with headquarters at 300 Friberg Parkway, Westborough, Massachusetts (hereafter called "Bay State" or "Company"), and \_\_\_\_\_ (hereafter called "Customer"), pursuant to the following recitals and representations:

**WHEREAS**, Customer desires Bay State to supply gas on an interruptible basis such volumes of gas to be used by Customer at its facilities located at \_\_\_\_\_;

**WHEREAS**, Bay State is prepared to sell gas to Customer on an interruptible basis; and

**WHEREAS**, Customer and Bay State have entered into a separate Interruptible Transportation Agreement in the form of that set forth in Bay State's Tariff providing for the delivery of gas supplied hereunder to Customer's location.

**NOW, THEREFORE**, in consideration of the premises and mutual covenants herein contained, Bay State and Customer agree as follows:

**ARTICLE 1: DEFINITIONS**

- a. Btu - British Thermal Unit
- b. MMBtu - One million (1,000,000) British Thermal Units
- c. Gas Dispatching Center - Bay State's central gas dispatching center located on Ravenwood Drive, Ludlow, Massachusetts 01056. Telephone number 413-583-8342.

**INTERRUPTIBLE GAS SUPPLY SERVICE AGREEMENT**

**ARTICLE 2: PRIORITY OF SERVICE**

Interruptible gas supply service provided hereunder will be provided on a best efforts basis and will be subject to interruption and/or curtailment at the sole discretion of Bay State. This service is subject to interruption and/or curtailment to the extent Bay State determines such interruption to be necessary to ensure the continued service to Bay State's firm sales or firm transportation customers and Bay State's pursuit of a best-cost, long-term gas supply strategy. Bay State retains the right in its sole discretion to determine the priority of interruption and/or curtailment among and between all interruptible sales and interruptible transportation customers.

**ARTICLE 3: NON-EFFECT ON OTHER SERVICES**

Nothing herein shall be construed to limit Bay State during the term hereof, or otherwise, from contracting to provide sales or transportation services, to other customers, whether of a like or different nature and whether or not the performance of such services may impair Bay State's ability to render service to Customer as provided for herein.

**ARTICLE 4: TERM**

This Agreement shall become effective on the date hereof and shall continue in full force and effect for an initial term of one (1) year. This Agreement shall further continue thereafter for successive one-year periods ending \_\_\_\_\_ of each subsequent year, unless terminated by either party with at least thirty (30) days prior written notice from either party to the other.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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INTERRUPTIBLE GAS SUPPLY SERVICE AGREEMENT

ARTICLE 5: SUPPLY RATE

The volumetric commodity charge to be assessed under this Agreement shall consist of the Company's monthly "Delivered City Gate Price".

The Interruptible Gas Supply Rate, expressed in dollars per MMBtu, shall be determined as follows:

$$\text{IGSR} = \text{DCGP}$$

where:

IGSR = Interruptible Gas Supply Rate

DCGP = Delivered City Gate Price of gas supply delivered to the Company's citygate, calculated as the monthly "index" price, as published by Platt's Inside FERC's Gas Market Report under the heading "Price of Spot Gas Delivered to Pipeline," for the Company's incremental gas supply, plus the variable cost of transportation and applicable fuel reimbursement required to deliver the gas to the Company's city gate for the applicable month.

Should Inside FERC's Gas Market Report fail to publish an appropriate monthly index price, the Company shall use Energy Intelligence's Natural Gas Week as a substitute publication to determine a monthly index price. The appropriate price shall be found under the heading "NATURAL GAS BIDWEEK PRICES" for the applicable month in question.

Should Inside FERC's Gas Market Report or Natural Gas Week change ownership or names, the Company will utilize the substitute publication(s).

In addition to the charges provided for above, Customer shall be subject to any applicable charges and taxes in accordance with the provisions of the Company's Terms and Conditions.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**INTERRUPTIBLE GAS SUPPLY SERVICE AGREEMENT**

**ARTICLE 6: BILLING AND PAYMENT**

Each month, Bay State shall send a bill to Customer for all quantities of gas, which Customer has purchased during the previous calendar month plus the charges incurred in accordance with the Customer's Interruptible Transportation Agreement (such services collectively, Rebundled Interruptible Sales Service). All bills submitted by Bay State to Customer hereunder shall be paid on or before the twentieth (20th) Calendar Day of each month (hereinafter called the "due date"). Payment shall be sent to the address designated on the bill.

Should Customer fail to pay all of the amount of any bill as herein provided when such amount is due, Customer shall pay a "Charge for Late Payment" which shall be included by Bay State on the next regular monthly bill rendered to Customer hereunder. Such Charge for Late Payment shall be determined by multiplying (a) the unpaid portion of the bill by (b) the ratio of the number of days from the due date to the date payment is received by Bay State to thirty (30), by (c) a monthly interest rate equivalent to one and one-half percent (1.5%) per month. If such failure to pay continues after payment is due, in addition to any other remedy it may have, Bay State may suspend further sales of gas until such amount is paid.

**ARTICLE 7: DEPOSITS**

At the request of Bay State, at any time prior to or during the term of this Agreement, Customer shall provide a deposit equal to a dollar amount estimated by Bay State to represent a reasonable projection of Customer's maximum gas supply bill for any two months for service under this Agreement.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**INTERRUPTIBLE GAS SUPPLY SERVICE AGREEMENT**

**ARTICLE 8: GAS SUPPLY SCHEDULING**

During the term of this Agreement, Bay State agrees to sell to Customer and Customer agrees to purchase from Bay State such volumes of gas at Bay State's city gate as shall be mutually agreed upon by the parties. Since this gas shall be sold on an interruptible basis, with the availability of gas varying from season to season and day to day, Customer must keep Bay State's Gas Dispatching Center informed relative to its anticipated requirements. Bay State shall consider that the Customer's gas use equals the gas Bay State has scheduled on the Customer's behalf as long as the Customer keeps Bay State informed of its anticipated requirements. If the Customer fails to inform the Company of any significant change in daily requirements, the Customer may be subject to the daily balancing provisions referenced in Customer's Interruptible Transportation Agreement with the Company. Such daily balancing shall be predicated on the difference between the Company's expectation of the Customer's requirements as last communicated by Customer and the Customer's actual gas use.

**ARTICLE 9: INTERRUPTION AND CURTAILMENT**

Customer shall comply with all notices of interruption and/or curtailment provided by the Company pursuant to the terms of Customer's Interruptible Transportation Agreement. Failure to fully comply with a notice of interruption and/or curtailment will result in the assessment of unauthorized usage penalties to the Customer pursuant to Customer's Interruptible Transportation Agreement.

**ARTICLE 10: DISCLAIMER OF LIABILITY**

Bay State shall not be liable to Customer for any loss or damage incurred by Customer resulting

**INTERRUPTIBLE GAS SUPPLY SERVICE AGREEMENT**

from any curtailment or interruption, including a permanent interruption in the delivery to Customer, whether or not notice of such curtailment or interruption has been given.

**ARTICLE 11: CUSTOMER'S COVENANTS WITH RESPECT TO THE USE OF GAS**

The Customer hereby covenants and agrees that all gas purchased from Bay State under the terms of this Agreement shall be used solely as fuel in Customer's equipment directly associated with service provided under this Agreement located at, and shall not be used interchangeably for gas supplied by Bay State under any other agreement or filed rate.

**ARTICLE 12: DEFAULT**

If either party shall fail to perform or otherwise be in default of any of its obligations under this Agreement, the other party may terminate this Agreement by giving the defaulting party written notice stating specifically the nature of the default and giving notice of termination effective the date of such notice. Any termination of this Agreement shall be without prejudice to the right of Bay State to collect any payments due Bay State for Rebundled Interruptible Sales Service provided prior to the time of termination including interest and late payment charges.

**ARTICLE 13: SPECIAL OR CONSEQUENTIAL DAMAGES**

Bay State shall not be liable to the Customer or any third party claiming through the Customer for special, consequential, indirect or punitive damages.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**INTERRUPTIBLE GAS SUPPLY SERVICE AGREEMENT**

**ARTICLE 14: WAIVER**

Notwithstanding any other provision to the contrary, no waiver by either party of any default or breach of any of the obligations contained in this Agreement to be performed by the other party shall be construed as a waiver of any succeeding default or breach of the same or any other obligation or condition.

**ARTICLE 15: AGREEMENT IN ITS ENTIRETY**

This Agreement and the references herein constitute the entire agreement of the parties for interruptible gas supply service to the Customer's equipment directly associated with service provided under this Agreement as set forth in Article 11, and there are no oral or written understandings or agreements between Bay State and Customer relating to the subject matter of this Agreement other than those expressed herein. Provisions of this Agreement shall be changed, waived, discharged or terminated only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

All headings contained in this Agreement are for convenience only and shall not in any way affect the meaning of any of the provisions. This Agreement may be executed in one or more counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which together shall constitute one instrument. Subject to the provisions of Article 16, all terms of this Agreement shall be binding upon and enure to the benefit of the successors and assigns of the parties hereto.

**INTERRUPTIBLE GAS SUPPLY SERVICE AGREEMENT**

**ARTICLE 16: ASSIGNMENT**

None of the rights and obligations under this Agreement may be assigned or otherwise transferred by either party hereto without the prior written consent of the other party.

**ARTICLE 17: NOTICES**

Except as may otherwise be expressly provided, any notice required or desired to be served pursuant to this Agreement shall be in writing. In the absence of written notice of change of address to the other party to this Agreement, any such notice shall be hand delivered or mailed, first class with a postmark of the same day, to Bay State or Customer at the following addresses:

Bay State: Bay State Gas Company  
300 Friberg Parkway  
Westborough, MA 01581-5039  
Attention: Gas Supply Department

The Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ARTICLE 18: GOVERNING LAW**

This Agreement is entered into and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. No provision of this Agreement shall be interpreted more or less

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**INTERRUPTIBLE GAS SUPPLY SERVICE AGREEMENT**

favorably towards either party because its counsel drafted all or a portion hereof. If any provision of this Agreement is found to be invalid, in whole or in part, such provision shall be deemed modified so as to render it no longer invalid and all of the remaining provisions of this Agreement shall nonetheless remain in full force and effect.

**ARTICLE 19: PUBLIC REGULATION**

Bay State is a public utility subject to regulation by the Massachusetts Department of Public Utilities (hereinafter called "Department"). This Agreement is subject to any limitations imposed by the Department. Compliance by Bay State with any order of the Department or any other federal, state or local governmental authority issued before or after the effective date of this Agreement shall not be deemed to be breach hereof. In the event of the issuance of any order of the Department, which modifies the provisions of this Agreement, either Bay State or Customer, shall have the option within thirty (30) days after the issuance of said order to terminate this Agreement by giving notice of termination to the other party.

**ARTICLE 20: APPLICABILITY OF FILED TERMS AND CONDITIONS**

This Agreement shall be subject to Bay State's Distribution and Default Service Terms and Conditions for service on file with the Department to the extent those Terms and Conditions apply to interruptible sales of gas and are not inconsistent with the provisions of this Agreement. In the event of a conflict, the terms of this Agreement shall govern.

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Issued by: Stephen H. Bryant  
President

Issued On: November 12, 2009  
Effective: November 1, 2009

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**INTERRUPTIBLE GAS SUPPLY SERVICE AGREEMENT**

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement by their  
duly authorized officers:

**BAY STATE GAS COMPANY**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

**CUSTOMER**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Witness

**SPECIAL PROVISION  
FOR USE OF DUAL FUEL EQUIPMENT**

**1.0 PURPOSE**

The purpose of this special provision is to enable a Customer taking service under a firm rate schedule to install dual fuel equipment thereby enabling the Customer to displace natural gas service provided by the Company at the Customer's discretion. The terms of this special provision allow the Company to recover a minimum annual revenue from the Customer in a manner reflecting the reduced utilization of the Company's firm service.

**2.0 APPLICABILITY**

This special provision may be applicable to any Customer taking service under any one or more of the Company's Commercial & Industrial Service Medium or High Annual Use, or Extra High Annual Use, Rate Schedules (G-41, G-42, G-43, G-51, G-52, G-53, T-41, T-42, T-43, T-51, T-52, T-53) that has also installed equipment capable of burning natural gas and one or more other fuels.

**3.0 NOTIFICATION REQUIREMENT**

Customer is responsible for notifying the Company of any dual fuel equipment at Customer's location upon initial application for Distribution Service. Any Customer that installs or has previously installed dual fuel equipment at any time while taking Distribution Service from the Company shall notify the Company of the installation.

**4.0 TERM**

The minimum term shall be one (1) year from the initial operation of dual fuel equipment by the Customer. The initial term shall be automatically extended for successive one (1) year terms, unless terminated by written notice to the Company at least 30 days prior to the termination of the currently effective term. In the event that Customer ceases taking Distribution Service prior to the end of the term of this special provision, the terms of this special provision shall continue in effect until terminated in accordance with the terms herein.

**5.0 MINIMUM ANNUAL REVENUE**

Customer shall be responsible for payment to Company of a minimum annual revenue, net of any



**SPECIAL PROVISION  
FOR USE OF DUAL FUEL EQUIPMENT**

gas commodity-related revenues from the Company's Cost of Gas Clause and revenues from the application of the Company's Local Distribution Adjustment Clause ("LDAC").

Company shall calculate Customer's minimum annual revenue requirement by multiplying the Company's appropriate portion of the annual unit long-run marginal cost ("LRMC") from the Company's most recent rate proceeding adjusted each year, effective September 1, for inflation, by the Customer's maximum daily requirement or quantity ("MDQ"). In accordance with D.P.U. 09-30, the appropriate portion of the unit LRMC to be applied shall be as follows:

- Constrained Capacity: Full LRMC of \$112.03 per MMBtu per MDQ
- Unconstrained Capacity: Pressure Support of \$29.95 per MMBtu per MDQ

The difference between the resulting calculated Minimum Annual Revenue and the Customer's actual annual distribution revenue shall be due to Company at the anniversary date of the Company providing service to Customer under this Special Provision for Use of Dual Fuel Equipment tariff. For any year that the difference between the Minimum Annual Revenue and the Customer's actual annual distribution revenue is zero or negative, no charge shall apply.

Annual Inflation Adjustment to Annual Unit LRMC:

The Company shall adjust the annual unit LRMC by using the gross domestic product price index ("GDP-PI") annual inflation adjustment each November 1.

Determination of Customer's MDQ:

Either:

- (a) Rated hourly natural gas input of all dual fuel equipment times 24 hours, or
- (b) The peak day use of the Customer's dual fuel equipment, agreed upon between the Company and Customer, using recent historical energy consumption data; or alternatively, the Company using the daily base load, plus the Customer's use per effective degree day ("EDD") times design day EDDs; these estimating factors shall be based on Customer's annual total energy requirements; or
- (c) If Customer has both dual fuel equipment and dedicated gas-fired equipment the Customer's MDQ shall be either (a) or (b) above, plus a representative MDQ of the dedicated gas-fired equipment using either historical Customer data or an agreed upon MDQ between the Company and Customer.

**RESIDENTIAL AND COMMERCIAL  
ENERGY CONSERVATION SERVICE CHARGE**

A Residential and Commercial Energy Conservation Service ("RCS") Charge, determined as described herein and in accordance with the provisions of 220 C.M.R. 7.00 "Residential and Commercial Energy Conservation Service Program Cost Recovery", shall be applied to bills rendered pursuant to contracts and the following rate schedules:

<u>Title</u>	<u>Rate</u>
Residential Non-Heating	R-1
Low Income Residential Non-Heating	R-2
Residential Heating	R-3
Low Income Residential Heating	R-4
Commercial and Industrial Service (Low Annual Use, High Peak Period Use)	G-40
Commercial and Industrial Service (Medium Annual Use, High Peak Period Use)	G-41
Commercial and Industrial Service (High Annual Use, High Peak Period Use)	G-42
Commercial and Industrial Service (Extra High Annual Use, High Peak Period Use)	G-43
Commercial and Industrial Service (Low Annual Use, Low Peak Period Use)	G-50
Commercial and Industrial Service (Medium Annual Use, Low Peak Period Use)	G-51
Commercial and Industrial Service (High Annual Use, Low Peak Period Use)	G-52
Commercial and Industrial Service (Extra High Annual Use, Low Peak Period Use)	G-53
Non-Heating Firm Transportation Service, Residential Rate	T-R1
Low Income Non-Heating Firm Transportation Service, Residential Rate	T-R2
Heating Firm Transportation Service, Residential Rate	T-R3
Low Income Heating Firm Transportation Service, Residential Rate	T-R4
Firm Transportation Service (Low Annual Use, High Peak Period Use)	T-40
Firm Transportation Service (Medium Annual Use, High Peak Period Use)	T-41
Firm Transportation Service (High Annual Use, High Peak Period Use)	T-42
Firm Transportation Service (Extra High Annual Use, High Peak Period Use)	T-43
Firm Transportation Service (Low Annual Use, Low Peak Period Use)	T-50
Firm Transportation Service (Medium Annual Use, Low Peak Period Use)	T-51
Firm Transportation Service (High Annual Use, Low Peak Period Use)	T-52
Firm Transportation Service (Extra High Annual Use, Low Peak Period Use)	T-53

RCS program costs shall be those expenses recorded by the Company in the appropriate sub-accounts of Account 916 - Miscellaneous Sales Expense.

RCS program revenues shall be those revenues recorded by the Company in the appropriate sub-accounts of Accounts 495 - Other Gas Revenues.

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Issued by: Stephen H. Bryant  
President

Issued On: January 5, 2010  
Effective: January 1, 2010

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**RESIDENTIAL AND COMMERCIAL  
ENERGY CONSERVATION SERVICE CHARGE**

The accounts referenced above shall be those set forth in the Uniform System of Accounts for Gas Companies and prescribed by the Massachusetts Department of Public Utilities ("Department") from time to time.

The Company will determine its estimated RCS program costs for the twelve-month period commencing January 1st of each year as forecast by the Company. The RCS Charge applicable to said period shall be determined by dividing the total of said RCS program costs plus any prior period reconciling adjustment by the estimated total number of monthly bills to be rendered in accordance with the Company's contracts and Rate Schedules subject to this charge, as forecast by the Company for the same twelve-month period. The RCS Charge shall be applied to bills rendered pursuant to the Company's contracts and Rate Schedules subject to this charge during the twelve-month period commencing with the billing month of January of each year.

The Company shall file with the Department on or before November 1<sup>st</sup> of each year its computation of the RCS Charge to be applicable during the twelve-month period commencing with the billing month of January of said year.

The Company shall include in its computations for each such period the amount, whether positive or negative, required to reconcile any difference between amounts actually collected under this Rate Schedule and actual RCS Program costs experienced by the Company. At any time subsequent to the Company's annual filing hereunder, the Company may, or upon order of the Department, file a revised RCS Charge to be applied to future billings.

In the event that the Massachusetts Residential and Commercial Energy Conservation Service Program is terminated for any reason, this rate shall remain in effect for such further time period as shall be required to permit the Company to recover all RCS Program costs, if any, which remain unrecovered at the time of such termination.

The RCS Rate effective for the period January 2010 through December 2010 is **\$0.24 per bill**.

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Issued by: Stephen H. Bryant  
President

Issued On: January 5, 2010  
Effective: January 1, 2010

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**REVENUE DECOUPLING ADJUSTMENT CLAUSE****Section**

- 1.0 Purpose**
- 2.0 Effective Date**
- 3.0 Applicability**
- 4.0 Definitions**
- 5.0 Benchmark Base Revenue Per Customer**
- 6.0 Calculation of the Decoupling Revenue Adjustment**
- 7.0 Calculation of the Reconciliation Adjustment**
- 8.0 Application of Decoupling Revenue Adjustment to Bills**
- 9.0 Information Required to be Filed with the Department**

**1.0 Purpose**

The purpose of the Revenue Decoupling Adjustment Clause ("RDAC") is to establish procedures that allow Bay State Gas Company ("Bay State" or the "Company") subject to the jurisdiction of the Department of Public Utilities ("Department") to adjust, on a semi-annual basis, its rates for firm gas sales and firm transportation service in order to reconcile actual base revenue recoveries with Benchmark base revenues. Bay State's RDAC eliminates the link between customer sales and Bay State earnings in order to align the interests of the Company and customers with respect to lowering customer usage.

**2.0 Effective Date**

The Peak Period Revenue Decoupling Adjustment Factor ("RDAF") shall be effective on the first day of each Peak Period as defined herein. The Off-peak RDAF shall become effective on the first day of each Off-peak Period as defined herein.

**3.0 Applicability**

The RDAC shall apply to all of the Company's firm sales and firm transportation Rate

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

Schedules, subject to the jurisdiction of the Department, as determined in accordance with the provisions of this mechanism.

**4.0 Definitions**

The following definitions shall apply throughout the provisions of this Revenue Decoupling tariff:

- (1) **Actual Base Revenue per Customer** is the actual base revenue divided by the respective number of customers booked by the Company over a given season for a Customer Class Group exclusive of customers and associated revenues for customers connected to the Company's distribution system since the end of the test period for the Company's most recent base rate case
- (2) **Base Rate Element** is any customer, volumetric or demand charge reflected in the Company's Rate Schedules that recovers a portion of the Company's base revenue requirement as established in its most recent base rate case or other proceeding that results in a base rate adjustment.
- (3) **Base Rates** are the collection of Base Rate Elements for all of the Company's Rate Schedules.
- (4) **Customer Class** is the group of customers all taking service pursuant to the same Rate Schedule.
- (5) **Customer Class Group** is the group of Rate Schedules combined for purposes of calculating the Revenue Decoupling Adjustment amounts.
- (6) **Off-peak Period** is the continuous period from May 1<sup>st</sup> through October 31<sup>st</sup>.
- (7) **Peak Period** is the continuous period from November 1<sup>st</sup> through April 30<sup>th</sup>.
- (8) **Benchmark Base Revenue per Customer** is the allowed average revenue per Customer for a given season for a Customer Class Group, reflecting the base revenue for the Company's base rate case or other proceeding that results in an adjustment to base rates.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

**5.0 Benchmark Base Revenue per Customer**

**5.1 Description of Benchmark Base Revenue per Customer Calculations**

The Benchmark Base RPC shall be determined separately for each Customer Class Group for the Peak Period and for the Off-peak period. For purposes of this revenue decoupling tariff, there are three Customer Class Groups as follows:

1. The Residential Heating Customer Class Group shall consist of all sales and transportation customers taking service pursuant to one of the Company's residential heating rate schedules.
2. The Residential Non-Heating Customer Class Group shall consist of all sales and transportation customers taking service pursuant to one of the Company's residential non-heating rate schedules.
3. The Commercial and Industrial Customer Class Group shall consist of all sales and transportation customers taking service pursuant to one of the Company's general service rate schedules.

The Benchmark Base RPC for the applicable Customer Class Group shall be determined by first multiplying the then effective base rates for each rate schedule by the corresponding test period billing determinants utilized to design base rates in the Company's most recent base rate case to yield benchmark base revenues by Customer Class. The resulting benchmark base revenues by Customer Class for all Rate Schedules within the same Customer Class Group shall be added together and divided by the total test period number of customers for the corresponding Customer Classes in order to yield the Benchmark Base RPC. For purposes of calculating the RPC, the non-discounted base rate elements shall replace the discounted rates of the low income rate schedules.

## REVENUE DECOUPLING ADJUSTMENT CLAUSE

5.2 Benchmark Base RPC Formula

$$\text{BRPC}_{\text{T}}^{\text{cg}} = \frac{\sum_{n=1}^I \sum_{e=1}^J \text{BR}^{n,e} \times \text{TPBD}^{n,e}}{\sum_{n=1}^I \text{TPCUSTS}^n}$$

Where:

$\text{BRPC}_{\text{T}}^{\text{cg}}$	The Benchmark Base Revenue Per Customer for the applicable Customer Class Group (cg) and Peak or Off-peak Period (T).
$\text{BR}^{n,e}$	The Base Rate Element $e$ shown for Rate Schedule $n$ .
$\text{TPBD}^{n,e}$	The Test Period Billing Determinant corresponding to Base Rate Element $e$ applicable to Rate Schedule $n$ .
$I$	The total number of Rate Schedules included in the Customer Class Group.
$J$	The total number of Base Rate Elements for Rate Schedule $n$ .
$\text{TPCUSTS}^n$	The Test Period number of customers corresponding to Rate Schedule $n$ .

**REVENUE DECOUPLING ADJUSTMENT CLAUSE****5.3 Currently Effective Benchmark Base RPC**

The Benchmark Base RPC established by the Department in D.P.U. 09-30 by Customer Class Group for each season is as follows:

<b>Customer Class Group</b>	<b>Winter BRPC</b>	<b>Summer BRPC</b>
Residential Non-heating	\$ 113.93	\$ 95.58
Residential Heating	\$ 340.24	\$ 129.53
Commercial and Industrial	\$1,409.98	\$ 486.85

**6.0 Calculation of Decoupling Revenue Adjustment****6.1 Description of Decoupling Revenue Adjustment**

At the conclusion of each Peak or Off-peak Period, the Company shall calculate a Decoupling Revenue Adjustment to be applied to customer bills in the next corresponding season. The Decoupling Revenue Adjustment for the Peak Period will be applied to customer bills in the next Peak Period and the Decoupling Revenue Adjustment for the Off-peak Period will be applied to customer bills in the next Off-peak Period.

The Decoupling Revenue Adjustment shall be calculated by comparing the difference between the actual Revenue per Customer to the Benchmark Base Revenue per Customer for the applicable Customer Class Group. The Decoupling Revenue Adjustment shall equal the sum of the adjustments calculated for each of the three Customer Class Groups and shall include a reconciliation component.



**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

**6.2 Decoupling Revenue Adjustment Formula**

$$RD = \frac{\sum_{cg=1}^{cg=3} (( BRPC_{T-1}^{cg} - ARPC_{T-1}^{cg} ) * \sum_{n=1}^{n=I} ACUSTS_{T-1}^{cg} ) + RCC + RF_{RD}}{TP_{VOL}}$$

**Where:**

RD		The Revenue Decoupling Adjustment for the Peak or Off-peak Period (T-1).
ARPC	$\frac{cg}{T-1}$	The Actual Base Revenue Per Customer for the applicable Customer Class Group for the most recently completed Peak or Off-peak Period (T-1), as defined in Section 4.0. For purposes of calculating the Actual Base Revenue Per Customer, the non-discounted base revenues shall replace the discounted base revenues charged through low income rate schedules.
BRPC	$\frac{cg}{T-1}$	The Benchmark Base Revenue Per Customer for the applicable Customer Class Group as determined in accordance with Section 5 of this tariff for the most recently completed Peak or Off-peak Period (T-1).
I		The total number of Rate Schedules included in the Customer Class Group.
ACUSTS	$\frac{cg}{T-1}$	The Actual number of customers for the applicable Customer Class Group for the most recently completed Peak or Off-peak Period (T-1), exclusive of customers connected to the Company's distribution system since the end of the test period for the Company's most recent base rate case.

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

RCC		Residential Conversion Credit equal to the number of residential customers that convert from non-heating to heating service, for conversions that do not necessitate any capital investments by the Company, since the end of the test period for the Company's most recent base rate case multiplied by the difference between the Benchmark Base RPC for the Residential Heating Customer Class Group and the Benchmark Base RPC for the Residential Non-Heating Customer Class Group.
TP	VOL	Forecast Throughput Volumes inclusive of all firm sales and firm transportation throughput for the Peak or Off-peak Period.
RF	RD	Revenue Decoupling Reconciliation Adjustment - Account 182 as outlined in Section 7.0.

**6.3 Revenue Decoupling Adjustment Cap**

The total Revenue Decoupling Adjustment determined in accordance with Section 6.2 may not exceed three percent (3%) of total revenues from firm sales and transportation throughput for the most recent corresponding Peak or Off-peak Period, with transportation revenues being adjusted by imputing the Company's cost of gas charges for that period. To the extent that the application of the Revenue Cap results in a Revenue Decoupling Adjustment that is less than that calculated in accordance with Section 6.2, the difference shall be deferred and included in the Revenue Decoupling Reconciliation for recovery in the subsequent year during the corresponding Peak or Off-peak Period. Carrying charges shall be calculated on the average deferred balance using the consensus prime rate as reported by the *Wall Street Journal* and then added to the end-of-month balance

**7.0 Reconciliation Component**

Accounts 182.01 (Res. Heat), 182.02 (Res. Non-heat), and 182.03 (C&I) shall contain the accumulated difference between revenues toward Revenue Decoupling Adjustment for the Peak Period, and Accounts 182.81 (Res. Heat), 182.82 (Res. Non-heat) and

**REVENUE DECOUPLING ADJUSTMENT CLAUSE**

182.83 (C&I) for the Off-peak Period, as calculated by multiplying the RD times corresponding seasonal firm sales and transportation throughput and revenue decoupling adjustment allowed revenues for the Peak or Off-peak Period as calculated pursuant to Section 6.2 of this tariff, plus carrying charges calculated on the average monthly balance using the consensus prime rate as reported by the *Wall Street Journal* and then added to the end-of-month balance.

**8.0 Application of the RDAC to Customer Bills**

The RDAFs (\$ per therm) for each Customer Class Group shall be truncated to the nearest one one-hundredth of a cent per therm and will be applied to the monthly firm sales and firm transportation throughput for each customer in a Customer Class Group.

**9.0 Information to be Filed with the Department**

Information pertaining to the RDAC will be filed with the Department forty-five (45) days prior to the effective dates of the November 1 Peak Period and May 1 Off-peak Period RDAF. Such information shall include the calculation of the updated benchmark revenue per customer, applicable revenue decoupling revenue adjustment and revenue decoupling reconciliation adjustment. In addition, with each Peak Period and Off-peak Period RDAC filings, such information shall include the number of new High Annual Use and Extra High Annual Use Commercial and Industrial class customers and associated usage and base revenue.

**EXPENDITURES FOR CERTAIN CIVIC, POLITICAL AND RELATED ACTIVITIES**  
(Account 426.4)

1. Report below all expenditures incurred by the respondent during the year for the purpose of influencing public opinion with respect to the election or appointment of public officials, referenda, legislation or ordinances (either with respect to the possible adoption of referenda, legislation or ordinances or repeal or modification of existing referenda, legislation or ordinances); approval, modification, or revocation of franchises; or for the purpose of influencing the decisions of public officials which are accounted for as Other Income Deductions, Expenditures for Certain Civic, Political and Related Activities; Account 426.4.

2. Advertising expenditures in this Account shall be classified according to subheadings, as follows: (a) radio, television, and motion picture advertising; (b) newspaper, magazine, and pamphlet advertising; (c) letters or inserts in customers' bills; (d) inserts in reports to stockholders; (e) news-

paper and magazine editorial services; and (f) other advertising.

3. Expenditures within the definition of paragraph (1), other than advertising shall be reported according to captions or descriptions, clearly indicating the nature and purpose of the activity.

4. If respondent has not incurred any expenditures contemplated by the instructions of Account 426.4, so state.

5. For reporting years which begin during the calendar year 1963 only, minor amounts may be grouped by classes if the number of items so grouped is shown.

Note: The classification of expenses as nonoperating and their inclusion in this account is for accounting purposes. It does not preclude Commission consideration of proof to the contrary for ratemaking or other purposes.

Line No.	Item (a)	Amount (b)
1	Consulting Fees	\$ 99,000
2		
3		
4		
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32		
33	TOTAL	\$ 99,000

Annual report of .....Columbia Gas of Massachusetts.....Year ended December 31, 2010

913. ADVERTISING EXPENSES.			
Line No.	Type (a)	General Description (b)	Amount for year (c)
1			
2	Miscellaneous Advertising	Marketing brochures, advertising rebates, newsletters and other expenses	\$ 0
3			
4			
5	Guardian Care Advertising		337,645
6			
7	Media and Other Advertising	Primarily radio, home shows and newspaper advertising for space heating, water heating, cooking, clothes drying usage.	13,628
8			
9			
10			
11			
12	Annual Inspection Advertising		0
13			
14			
15			
16			
17			
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19			
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49		TOTAL	\$ 351,273

Annual report of .....Columbia Gas of Massachusetts.....Year ended December 31, 2010

**DEPOSITS AND COLLATERAL**Statement of money and the value of any collateral held as guaranty for the payment of charges  
pursuant to Massachusetts General Laws, Chapter 164, Section 128.

	Town		Deposit
1	Brockton Division		\$ 1,951,725
2	Lawrence Division		668,380
3	Springfield Division		1,238,945
4	One Shield		44,295
5			
6			
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49		TOTAL	\$ 3,903,345

**THIS RETURN IS SIGNED UNDER THE PENALTIES OF PERJURY**

*Robert G. Kriner* ..... Robert G. Kriner, Controller  
*Stanley J. Sagun* ..... Stanley J. Sagun, Chief Financial Officer  
*Stephen H. Bryant* ..... Stephen H. Bryant, President & Director  
*Frank Davis Jr.* ..... Frank Davis Jr., General Manager & Director

Said directors constitute a majority of the directors of Bay State Gas Company in accordance with M.G.L.ch 164 § 83.

**SIGNATURES OF THE ABOVE PARTIES AFFIXED OUTSIDE THE COMMONWEALTH OF MASSACHUSETTS MUST BE PROPERLY SWORN TO**

State of Ohio )  
 ) ss:  
County of Franklin )

Before me the undersigned notary public, this day, personally appeared Robert G. Kriner, Controller; and made oath to the truth of the foregoing statement by him subscribed according to his best knowledge and belief.

Subscribed and sworn to before me this 18 day of March, 2011.

State of Ohio  
County of Franklin



SABRENA HAYNES  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Champaign County  
My Comm. Exp. 6/1/15

*Sabrena Haynes*  
Notary Public

Before me the undersigned notary public, this day, personally appeared Stanley J. Sagun, Chief Financial Officer; and made oath to the truth of the foregoing statement by him subscribed according to his best knowledge and belief.

Subscribed and sworn to before me this 18 day of March, 2011.

State of Ohio  
County of Franklin



SABRENA HAYNES  
NOTARY PUBLIC  
STATE OF OHIO  
Recorded in  
Champaign County  
My Comm. Exp. 6/1/15

*Sabrena Haynes*  
Notary Public

