



William B. Derrickson  
Senior Vice President Nuclear Energy

Public Service of New Hampshire

New Hampshire Yankee Division

September 27, 1984

Mr. Victor Nerses, Project Manager  
Licensing Branch No. 3  
Division of Licensing  
U. S. Nuclear Regulatory Commission  
Washington, DC 20555

Dear Mr. Nerses:

As requested, attached are copies of the following items:

1. New Hampshire Public Utilities Commission Press Release dated September 21, 1984.
2. Interim Agreement To Preserve And Protect The Assets Of And Investment In The New Hampshire Nuclear Units dated April 27, 1984.
3. Agreement For Seabrook Project Disbursing Agent dated May 23, 1984, and
4. Resolution For Transfer Of Managing Agent Responsibility dated June 23, 1984.

Sincerely,

W. B. Derrickson

WBD:bes

Enclosures

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STATE OF NEW HAMPSHIRE



CHAIRMAN  
Paul R. McQuade  
Tel. 603 271-2431

COMMISSIONERS  
Liam H. Aeschliman  
Vincent J. Iacopino

PUBLIC UTILITIES COMMISSION  
8 Old Suncook Road  
Concord 03301

September 21, 1984

PRESS RELEASE

Today the New Hampshire Public Utilities Commission (PUC) conditionally approved a \$425 million financing request filed by the Public Service Company of New Hampshire (PSNH) on June 29, 1984. The order, by Special Commissioner John W. Hassikas and Presiding Officer Vincent J. Iacopino, granted the petition subject to five conditions:

1. Public Service Company of New Hampshire must file monthly with this Commission a detailed statement, duly sworn to by its Treasurer, or Assistant Treasurer, showing the disposition of the proceeds of the securities being authorized until the expenditure of the whole of said proceeds shall have been fully accounted for.
2. Public Service Company of New Hampshire is prohibited from spending or contributing cash for the purpose of constructing Seabrook at a level that exceeds 35.56942% of \$5,000,000 per week until specifically authorized by a further order issued by this Commission in DF 84-200.
3. Public Service Company of New Hampshire may service Seabrook related debt and accrue Seabrook related AFUDC at current levels until an order is issued in DF 84-200.

4. Public Service Company of New Hampshire is prohibited from accruing Seabrook AFUDC or servicing Seabrook related debt after the issuance of the Commission's Order in DF 84-200 unless specific authorization is contained in that order.

5. Public Service Company of New Hampshire is prohibited from declaring or paying preferred and common stock dividends unless such a declaration or payment is specifically authorized by further order of this Commission.

The PSMH petition was previously approved by the PUC on August 28, 1984 but was remanded by the New Hampshire Supreme Court on appeal by an intervenor. As a result of the appeal, the Governor and Council appointed a Special Commissioner, John N. Nassikas, to decide the case with Commissioners Iacopino and Aeschliman.

The Court upheld the PUC on the issue of proper scope of the proceedings. Accordingly, as part of today's order, the PUC reinstated its prior order on scope.

Commissioner Aeschliman dissented essentially readopting her dissent from the prior PUC approval order.

For further information, please contact Wynn E. Arnold, Executive Director and Secretary, or Larry Snukler, General Counsel, at the Public Utilities Commission at (603) 271-2431.

INTERIM AGREEMENT TO PRESERVE AND PROTECT THE ASSETS  
OF AND INVESTMENT IN THE NEW HAMPSHIRE NUCLEAR UNITS

This Agreement to preserve and protect the assets of and investment in the New Hampshire Nuclear Units (the "Seabrook Project") is made as of the 27th day of April, 1984, by and among The United Illuminating Company, Bangor Hydro-Electric Company, Central Maine Power Company, Central Vermont Public Service Corporation, Canal Electric Company (successor in interest to New Bedford Gas and Edison Light Company), The Connecticut Light and Power Company, Fitchburg Gas & Electric Light Company, Hudson Light & Power Department, Maine Public Service Company, Massachusetts Municipal Wholesale Electric Company, Montaup Electric Company, New England Power Company, New Hampshire Electric Cooperative, Inc., Taunton Municipal Lighting Plant, and Vermont Electric Generation and Transmission Cooperative, Inc. (the "Participants") and Public Service Company of New Hampshire ("PSNH") and Yankee Atomic Electric Company ("Yankee").

WITNESSETH THAT:

WHEREAS, the Participants and PSNH are parties to the Agreement for Joint Ownership, Construction and Operation of New Hampshire Nuclear Units made as of May 1, 1973, as heretofore amended by the Amendatory Agreements dated May 24, 1974,

CC: KLR TGR  
 DFG P. Nelson  
 SH E. Berlin  
 ADH  
 ✓ EAB 3 extras

JUL 2 1984

June 21, 1974, September 25, 1974, October 25, 1974, January 31, 1975, April 18, 1979, April 25, 1979, June 8, 1979, October 11, 1979, December 15, 1979, June 16, 1980, December 31, 1980, and June 1, 1982 (the "Joint Ownership Agreement"); and

WHEREAS, PSNH owns 35.56942 percent of the Seabrook Project and is not paying its full portion of construction costs; and

WHEREAS, the Participants intend, with the consent of PSNH, to make Yankee, rather than PSNH, their agent for receiving and handling payments for construction costs at the Seabrook Project; and

WHEREAS, construction work at the Seabrook Project has been suspended, and the Participants deem it necessary and prudent to preserve and protect the assets of and their investment in the Seabrook Project for a limited period of time.

NOW, THEREFORE, the parties agree as follows:

1. Appointment of Yankee as Agent for the

Participants.

1.1 The Participants hereby appoint Yankee to act as their agent under the terms of this Agreement and Yankee hereby accepts this appointment. PSNH consents to this appointment.

2. Characterization of the Relationship of Yankee, PSNH, and the Participants under this Agreement.

2.1 For purposes of this Agreement, the parties agree that: Yankee shall act as agent for the Participants and not as agent for PSNH; Yankee shall be governed by instructions

received from the Participants' Executive Committee described in paragraph 8 below (the "Executive Committee") on behalf of the Participants; PSNH shall have no power to direct any action by Yankee with respect to its performance of this Agreement; PSNH agrees that Yankee may act as authorized in this Agreement and may do so as agent for the Participants and not for PSNH. In the event of any conflict between the provisions of this Agreement and the provisions of any other agreement to which Yankee and PSNH may be parties, the provisions of this Agreement shall prevail.

2.2 Upon the execution of this Agreement, the parties shall take all necessary steps to terminate the existing escrow account at The First National Bank of Boston, and to dissolve the escrow arrangement with The First National Bank of Boston, which was established on or about April 2, 1984.

2.3 PSNH shall, through its chief executive officer, sign a letter in the form attached as Exhibit A to this Agreement, and PSNH agrees to deliver or mail such letter as soon as possible and in any event no later than May 2, 1984 to every supplier of services, materials, and equipment for the Seabrook Project.

PSNH further agrees that it will take all other necessary steps to accomplish the suspension of all activities not necessary to preserve and protect the assets and investment of the Participants as described in paragraph 3.1(c) below and will take no action whatsoever with regard to the Seabrook Project that would in any way be binding on the Participants.

except for actions necessary to accomplish the purposes of paragraph 3.1(c) below, without written authorization of the Executive Committee.

3. Duties and Rights of The Parties.

3.1 Yankee shall perform duties established from time to time by the Participants, including without limitation, the following:

(a) Yankee shall establish an account (the "Account") at a bank or trust company having its principal office and place of business in one of the New England states, having a combined capital and surplus of at least \$10,000,000, which is subject to supervision or examination by federal or state authority, and which is not a creditor of PSNH. Yankee shall deposit into the Account any monies it receives from Participants under this Agreement; provided, however, to the extent such monies are not imminently required to make disbursements pursuant to Paragraph 3.1(c) below, Yankee shall, to the extent practicable, invest such monies for the account of Participants in U.S. government securities. Any gain from investment or interest accruing in the Account shall be deposited with the monies in the Account and credited pro rata to the Participants.

(b) On the basis of the budget approved by the Executive Committee pursuant to Paragraph 3.1(c), Yankee shall invoice the Participants on a weekly basis. Each Participant agrees to pay Yankee its pro rata share of such costs. The pro rata share of each Participant shall be determined by calculating the ratio of the Participant's Ownership Share of the

Seabrook Project to the sum of the Ownership Shares of all of the Participants.

(c) PSNH's Senior Vice President - Nuclear Energy shall present recommended levels of activity and budgets based on a supporting list of invoices and work plans for the week for the Seabrook Project which meet the criteria set forth below, to the Executive Committee on the dates and for the weeks indicated below:

<u>Date</u>	<u>Budget Week Commencing</u>
April 27	April 30
May 2	May 7
May 9	May 14

The Executive Committee shall review and approve each such weekly level of activity and budget, or reduce or increase such level or the aggregate dollar amount of such budget, and notify such Senior Vice President of the Executive Committee's determinations, by not later than 5:00 P.M. on the day following the date on which the level of activity and budget recommendations are submitted, of the level and aggregate dollar amount approved for such week; provided, however, that the activities and budget shall be limited to those expenditures required to preserve and protect the Participants' assets and investment in the Seabrook Project in accordance with the criteria set forth below. The Executive Committee, in consultation with the senior management of PSNH, shall also review the criteria each week and make recommendations to the Participants. Upon a vote of at least fifty-one percent (51%)



of the Participants' Ownership Shares, the criteria listed as 1 through 8 below may be modified. In such event, PSNH shall cause immediate written notification to all suppliers whose work is affected by the modification.

Yankee shall disburse monies in accordance with the weekly level of activities and budget approved by the Executive Committee from the Account to pay only costs incurred for work performed under the direction of PSNH's Senior Vice President - Nuclear Energy in connection with the Seabrook Project that meet the following criteria, which limit expenditures while this Agreement is in effect to those required to preserve and protect the Participants' assets and investment in the Seabrook Project:

1. Security of the Seabrook Project;
2. Maintenance necessary to preserve and protect equipment and plant;
3. Documentation of the status of Unit 1;
4. Quality assurance and quality control documentation required to maintain the integrity of the Seabrook Project;
5. Limited engineering required to preserve the option of proceeding with Unit 1;
6. Continuation of work under any supply contract or purchase order if it is determined that the cost of suspension would exceed the cost of completion;

7. Expenditures authorized in writing by the Executive Committee necessary to preserve and protect the Seabrook Project;

8. Site support and administrative services necessary to support the preceding criteria.

Expenditures that might avoid increased costs or delay shall not be made unless they meet the preceding criteria.

(d) On a daily basis, PSNH and/or United Engineers and Constructors, Inc. ("UE&C") shall present to Yankee a certificate signed by an officer or authorized agent of PSNH and/or UE&C certifying: (1) the amount of payments to be made and (2) that the work performed within the scope of the approved weekly budget meet the criteria established in Paragraph 3.1(c). Such certificate shall include copies of all supporting bills and invoices. When UE&C or PSNH submits these bills or invoices for payment, Yankee shall review them and bring to the attention of the Executive Committee for approval or rejection any bill or invoice which Yankee believes does not meet the criteria established in paragraph 3.1(c). After following these procedures, Yankee shall pay the approved bills and invoices from the Account directly to the creditor.

(e) Yankee shall maintain records of all deposits, investments, certificates, and disbursements, and shall make a weekly report concerning the same to the Participants and PSNH. Yankee shall make its records available at its offices at reasonable times for examination by an

independent certified public accountant or other representative, as designated by a majority in interest of the Participants requesting the audit. Such examination shall be at the expense of the Participants requesting the examination.

(f) PSNH shall continue to provide accounting reports to the Participants as in the past.

3.2 Yankee shall be compensated at cost for its services under this Agreement and shall bill the Participants for its services separately from the invoices described in paragraph 3.1(b). Each Participant shall pay its pro rata share (determined as provided in Paragraph 3.1(b)) of such bills.

4. Removal or Resignation of Yankee and Appointment of Successor.

4.1 Yankee may resign at any time by giving seven days' prior written notice thereof to each of the Participants and PSNH. Such resignation shall become effective on the date specified in the notice or upon the appointment of a successor, whichever is earlier. Upon a vote of at least fifty-one per cent (51%) of the Participants' Ownership Shares, the Participants may at any time remove Yankee with or without cause upon seven days' prior written notice. Such removal shall become effective on the date specified in the notice. In the event of resignation or removal, Yankee shall be entitled to compensation under Paragraph 3.2 of this Agreement until the effective date of resignation or removal. In the event Yankee

resigns or is removed, the Participants shall use their best efforts to appoint a successor upon a vote of at least fifty-one percent (51%) of the Participants' Ownership Shares. Any successor agent shall execute an instrument accepting such appointment and shall thereupon become vested with all properties, rights, powers, and duties of Yankee, as if originally named herein. Yankee shall duly assign, transfer, and deliver to the successor agent all records, property, and money held by it hereunder, provided that Yankee may retain copies of such records.

5. Liability and Indemnification.

5.1 Yankee shall not be responsible for the genuineness of any signature and may rely conclusively upon, and shall be protected in acting upon, any certificate, notice, request, consent, statement or other instrument believed by it in good faith to be duly authorized and properly made. The duties and obligations of Yankee hereunder shall be governed solely by the provisions of this Agreement. Neither Yankee nor its officers or employees shall be liable to any other party to this Agreement for claims for direct, incidental, indirect, consequential or other damages of any nature, including but not limited to, damages for loss of anticipated profits, loss of use of revenue, loss by reason of construction shutdown or interruption, and cost of capital, connected with or resulting from the performance of this Agreement by Yankee, except in the event of willful misconduct. In addition, the Participants,

severally and not jointly or jointly and severally (in accordance with their respective pro rata shares as specified in Paragraph 3.1(b)), agree to defend, indemnify and hold Yankee and its officers and employees harmless against all losses, claims, expenses (including reasonable counsel fees) and liabilities not resulting from Yankee's willful misconduct which may be asserted, imposed or incurred in connection with the performance of its responsibilities hereunder, including any litigation arising from the foregoing. Yankee shall not have any duty to use its own funds in carrying out its responsibilities under this Agreement.

5.2 The PSNH Senior Vice President - Nuclear Energy shall not be liable individually to any other party to this Agreement for claims for direct, incidental, indirect, consequential or other damages of any nature, including but not limited to, damages for loss of anticipated profits, loss of use of revenue, loss by reason of construction shutdown or interruption, and cost of capital, arising out of the performance of this Agreement by him, except in the event of willful misconduct. In addition, the Participants and PSNH, severally and not jointly or jointly and severally (pro rata according to their respective Ownership Shares in the Seabrook Project), agree to defend, indemnify and hold him individually harmless against all losses, claims, expenses (including reasonable counsel fees), and liabilities not resulting from his willful misconduct which may be asserted, imposed or

incurred arising out of the performance of its responsibilities hereunder, including any litigation arising from the foregoing.

6. Non-Waiver of Rights and Claims of Participants.

6.1 Nothing herein shall be construed to relieve or limit the obligation of PSNH to contribute its Ownership Share of the costs of the Seabrook Project and to perform all of its other obligations set forth in the Joint Ownership Agreement. The Participants are not agreeing to make a loan to PSNH, or agreeing to guarantee any of the obligations of PSNH described in this Agreement, in the Joint Ownership Agreement, or otherwise. The parties agree that this Agreement does not create any commitment, obligation, or liability on the part of the Participants to make payments respecting the Seabrook Project other than those described in Paragraph 3.1(c) and approved in writing by Yankee. The parties further agree that by making payments the Participants are not electing at this time by this Agreement to treat monies provided hereunder as advances or increase their Ownership Shares under Paragraph 3.1 of the Joint Ownership Agreement or otherwise, and that PSNH shall remain liable in accordance with the Joint Ownership Agreement to reimburse the Participants for its Ownership Share of all monies paid pursuant to this Agreement.

6.2. Anything in this Agreement to the contrary notwithstanding, the parties agree that this Agreement is made without prejudice to, and does not constitute a waiver of, any rights or claims or any election of remedies, which any party

may now have or may in the future have against any other party. The parties represent, acknowledge and agree that Participants are making payments as provided in this Agreement on an interim and emergency basis solely to preserve and protect their own investment in the Seabrook Project.

7. Termination.

7.1 This Agreement shall terminate 21 days after the date of execution; provided, however, that the term of this Agreement may be shortened or extended up to an additional 21 days by vote of Participants owning at least fifty-one percent (51%) of the Participants' Ownership Shares.

7.2 Any Participant may terminate its obligations to make further payments pursuant to this Agreement and withdraw as a Participant hereunder, upon the first Saturday after the seventh day after written notice of such termination and withdrawal shall have been received by every other Participant, Yankee, and PSNH (the "Other Parties"), via hand delivery or telecopy transmission. Within three days of receipt of such notice of termination and withdrawal, any other Participant shall have the right to terminate its obligation to make payments under this Agreement and likewise withdraw as a Participant hereunder, as of the same effective date as applicable to the original notice of termination and withdrawal, by giving notice of its termination and withdrawal, within such three day period, to the Other Parties in the form and manner prescribed above. Upon such effective date, the

Participants electing to terminate and withdraw in accordance with this Paragraph 7.2 shall cease to be Participants under this Agreement, and their Ownership Shares shall thereafter not be counted for voting or any other purposes under this Agreement.

7.3 Each Participant, in the case of termination of this Agreement under Paragraph 7.1, and each Participant terminating and withdrawing under Paragraph 7.2, shall remain liable to pay its Ownership Share of the costs under this Agreement which have accrued prior to the effective date of termination of this Agreement, or the Participant's termination and withdrawal, as the case may be, even if such accrued costs are not billed or assessed prior to any such effective date. Upon termination of this Agreement, any monies remaining in the Account shall be returned to the then remaining Participants in the proportions described in Paragraph 3.1(b) of this Agreement, subject to the retention of reasonable amounts, as determined by Yankee, to pay costs under this Agreement which shall have accrued prior to the date of the termination of this Agreement.

8. Executive Committee of Participants.

8.1 The Participants have hereby authorized an Executive Committee to work on their behalf to preserve and protect their investment in the Seabrook Project. The Participants hereby authorize the Executive Committee to provide direction to Yankee in the fulfillment of its responsibilities



under this Agreement. Yankee agrees that it will operate under the direction of the Executive Committee. Neither the Executive Committee nor any member thereof, nor any employer of any member, nor any affiliate, agent or employee of such member or employer, shall be liable to any party to this Agreement for claims for direct, incidental, indirect, consequential or other damages of any nature, including but not limited to, damages for loss of anticipated profits, loss of use of revenues, loss of capital, connected with or resulting from the performance of this Agreement by the Executive Committee or by any member thereof or by any employer of any member or any affiliate, agent or employee of such member or employer, except in the event of willful misconduct. In addition, the Participants, severally and not jointly or jointly and severally (in accordance with their respective pro rata shares as specified in Paragraph 3.1(b)), agree to defend, indemnify and hold the Executive Committee, each member thereof and each of the other persons or entities referred to in the preceding sentence, harmless against all losses, claims, expenses (including reasonable counsel fees), and liabilities, not resulting from his or their wilful misconduct, which may be asserted, imposed or incurred in connection with the performance of his or its duties, including any litigation arising

9. Miscellaneous.

9.1 Under this Interim Agreement, all obligations of the parties are several, and not joint or joint and several. The Participants' several liability shall be determined in accordance with their pro rata shares as specified in Paragraph 3.1(b). Any contract or agreement with any third party entered into by Yankee or PSNH on behalf of the Participants shall meet the standards set forth in Paragraph 2.3 and specify such several nature of the Participants' obligations.

9.2 This Agreement is made under and shall be governed by the local laws of the Commonwealth of Massachusetts.

9.3 No action, regardless of form, arising out of this Agreement may be brought by any party hereto more than two years after the cause of action has arisen.

9.4 In the event that any clause or provision of this Agreement, or any part thereof, shall be declared invalid or unenforceable by any regulatory body or court having jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of the Agreement.

9.5 All provisions of this Agreement providing for limitation of, or protection against, liability shall apply to the full extent permitted by law, and regardless of fault, and shall survive termination of this Agreement pursuant to Paragraph 7.1, any termination and withdrawal of any Participant pursuant to Paragraph 7.2, or any cancellation.

9.6 This Agreement is not intended, and shall not be construed, to create or acknowledge any rights in favor of persons that are not parties to this Agreement, other than those specifically set forth in Paragraph 5.2.

9.7 Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as the original.

9.8 This Agreement is the act and obligation of the parties hereto in their corporate capacities, and any claim hereunder against any shareholder, director, officer, employee, or agent of any party, as such, is expressly waived.

9.9 This Agreement shall only become effective upon execution by all Participants, PSNH, and Yankee.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be signed by an authorized officer and its respective seal to be affixed hereto on the date indicated, but as of the date first above written.

WITNESS:

PUBLIC SERVICE COMPANY OF  
NEW HAMPSHIRE

John A. Pike

By: R. J. Dawson

Its President

Date: April 30, 1984

THE UNITED ILLUMINATING COMPANY

Elmer M. Shanley

By: John A. Fassett  
Its Chairman and Chief Executive Officer  
Date April 30, 1984

MASSACHUSETTS MUNICIPAL  
WHOLESALE ELECTRIC COMPANY

\_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

NEW ENGLAND POWER COMPANY

\_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

CENTRAL MAINE POWER COMPANY

\_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

THE UNITED ILLUMINATING COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

MASSACHUSETTS MUNICIPAL  
WHOLESALE ELECTRIC COMPANY

Joost P. Schreier

By: Richard L. Byrne

Its \_\_\_\_\_

Date \_\_\_\_\_

NEW ENGLAND POWER COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

CENTRAL MAINE POWER COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

THE UNITED ILLUMINATING COMPANY

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

MASSACHUSETTS MUNICIPAL  
WHOLESALE ELECTRIC COMPANY

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

NEW ENGLAND POWER COMPANY

By: Frederic E. Freeman

Its Vice President

Date April 30, 1984

CENTRAL MAINE POWER COMPANY

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

THE UNITED ILLUMINATING COMPANY

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

MASSACHUSETTS MUNICIPAL  
WHOLESALE ELECTRIC COMPANY

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

NEW ENGLAND POWER COMPANY

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

CENTRAL MAINE POWER COMPANY

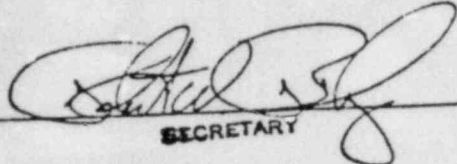
By: John Rowe

Its President and Chief Executive Officer

Date April 30, 1984

Donald F. Kelly

THE CONNECTICUT LIGHT AND  
POWER COMPANY

  
SECRETARY

By: William B. Ellis  
Its Chairman & CEO  
Date 30 April 1984

CANAL ELECTRIC COMPANY

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

MONTAUP ELECTRIC COMPANY

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

BANGOR HYDRO-ELECTRIC COMPANY

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_



THE CONNECTICUT LIGHT AND  
POWER COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

CANAL ELECTRIC COMPANY

*Michael J. Sullivan*  
Clerk

By: *Juvenal V. Lourenco*

Its *Executive Vice President*

Date *April 30, 1984*

MONTAUP ELECTRIC COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

BANGOR HYDRO-ELECTRIC COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

THE CONNECTICUT LIGHT AND  
POWER COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

CANAL ELECTRIC COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

MONTAUP ELECTRIC COMPANY

*J. M. ...*  
\_\_\_\_\_

By: *John L. Eibon*

Its *President*

Date *April 30, 1984*

BANGOR HYDRO-ELECTRIC COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

THE CONNECTICUT LIGHT AND  
POWER COMPANY

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

CANAL ELECTRIC COMPANY

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

MONTAUP ELECTRIC COMPANY

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

BANGOR HYDRO-ELECTRIC COMPANY

By: T. J. Champist

Its President

Date April 30, 1984

R. S. Breyer

NEW HAMPSHIRE ELECTRIC  
COOPERATIVE, INC.

James R Caswell BY: James D Sage  
Its President  
Date May 1, 1984

CENTRAL VERMONT PUBLIC SERVICE  
CORPORATION

\_\_\_\_\_ BY: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

MAINE PUBLIC SERVICE COMPANY

\_\_\_\_\_ BY: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

FITCHBURG GAS AND ELECTRIC  
LIGHT COMPANY

\_\_\_\_\_ BY: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

NEW HAMPSHIRE ELECTRIC  
COOPERATIVE, INC.

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

CENTRAL VERMONT PUBLIC SERVICE  
CORPORATION

Eileen M. Lewis

By: James E. Griffin  
James E. Griffin

Its President & Chief Exec. Officer

Date May 8, 1984

MAINE PUBLIC SERVICE COMPANY

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

FITCHBURG GAS AND ELECTRIC  
LIGHT COMPANY

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

NEW HAMPSHIRE ELECTRIC  
COOPERATIVE, INC.

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

CENTRAL VERMONT PUBLIC SERVICE  
CORPORATION

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

MAINE PUBLIC SERVICE COMPANY

Harold E. Clark

By: J. M. Honey

Its President

Date April 30, 1984

FITCHBURG GAS AND ELECTRIC  
LIGHT COMPANY

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

NEW HAMPSHIRE ELECTRIC  
COOPERATIVE, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

CENTRAL VERMONT PUBLIC SERVICE  
CORPORATION

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

MAINE PUBLIC SERVICE COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

FITCHBURG GAS AND ELECTRIC  
LIGHT COMPANY

*Norman O. ...*

By: Frank J. Child

Its President

Date April 30, 1984

VERMONT ELECTRIC GENERATION AND  
TRANSMISSION COOPERATIVE, INC.

Nora H. Winkler  
Asst Clerk

By: William J. Gallagher  
Its Vice-President & Executive Manager  
Date April 30, 1984

TAUNTON MUNICIPAL LIGHTING PLANT

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

HUDSON LIGHT & POWER DEPARTMENT

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

YANKEE ATOMIC ELECTRIC COMPANY

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_



VERMONT ELECTRIC GENERATION AND  
TRANSMISSION COOPERATIVE, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

TAUNTON MUNICIPAL LIGHTING PLANT

WFO Connally

By: Joseph M. Quinn

Its General Manager

Date April 30, 1984

HUDSON LIGHT & POWER DEPARTMENT

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

YANKEE ATOMIC ELECTRIC COMPANY

\_\_\_\_\_

BY: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

VERMONT ELECTRIC GENERATION AND  
TRANSMISSION COOPERATIVE, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

TAUNTON MUNICIPAL LIGHTING PLANT

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

HUDSON LIGHT & POWER DEPARTMENT

*Mary Ann Kenyon*

By: *Forest Flechner*

Its *MANAGER*

Date *APRIL 30, 1984*

YANKEE ATOMIC ELECTRIC COMPANY

\_\_\_\_\_

BY: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

VERMONT ELECTRIC GENERATION AND  
TRANSMISSION COOPERATIVE, INC.

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

TAUNTON MUNICIPAL LIGHTING PLANT

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

HUDSON LIGHT & POWER DEPARTMENT

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Date \_\_\_\_\_

YANKEE ATOMIC ELECTRIC COMPANY

BY: *J. E. Tully*  
ITS *President*  
Date *May 1, 1984*

*W. J. T. Spruce*

State of New Hampshire  
County of Hillsborough

The foregoing instrument was acknowledged before me  
this 30th day of April, 1984, by R. J. Harrison,  
President of Public Service Company of New  
Hampshire, a New Hampshire corporation, on behalf of the  
corporation.

E. M. Delorey

Notary Public  
My Commission Expires July 29, 1985

State of Connecticut  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_  
\_\_\_\_\_ of The United Illuminating Company, a  
Connecticut corporation, on behalf of the corporation.

Commonwealth of Massachusetts  
County of \_\_\_\_\_

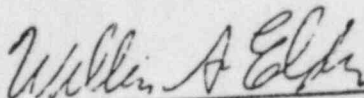
The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Massachusetts Municipal Wholesale  
Electric Company, a Massachusetts corporation, on behalf of the  
corporation.

State of New Hampshire  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_  
\_\_\_\_\_ of Public Service Company of New  
Hampshire, a New Hampshire corporation, on behalf of the  
corporation.

State of Connecticut  
County of New Haven

The foregoing instrument was acknowledged before me  
this 30th day of April, 1984, by JOHN D. FASSETT  
Chairman and Chief  
Executive Officer of The United Illuminating Company, a  
Connecticut corporation, on behalf of the corporation.



William A. Elder  
Notary Public

My commission expires: March 31, 1985

Commonwealth of Massachusetts  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Massachusetts Municipal Wholesale  
Electric Company, a Massachusetts corporation, on behalf of the  
corporation.

State of New Hampshire  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_  
\_\_\_\_\_ of Public Service Company of New  
Hampshire, a New Hampshire corporation, on behalf of the  
corporation.

State of Connecticut  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_  
\_\_\_\_\_ of The United Illuminating Company, a  
Connecticut corporation, on behalf of the corporation.

Commonwealth of Massachusetts  
County of Worcester

The foregoing instrument was acknowledged before me  
this 4<sup>th</sup> day of <sup>May</sup> ~~April~~, 1984 by Richard K. Byrne  
\_\_\_\_\_ of Massachusetts Municipal Wholesale  
Electric Company, a Massachusetts corporation, on behalf of the  
corporation.

Martin J. Ferriter, Notary Pub  
My comm expires 1/21/86

Commonwealth of Massachusetts  
County of Worcester

The foregoing instrument was acknowledged before me  
this 30th day of April, 1984, by Frederic E. Greenman  
Vice President of New England Power Company, a  
Massachusetts corporation, on behalf of the corporation.

Lucas M. Kessith

State of Maine  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_  
\_\_\_\_\_ of Central Maine Power Company, a Maine  
corporation, on behalf of the corporation.

State of Connecticut  
County of \_\_\_\_\_

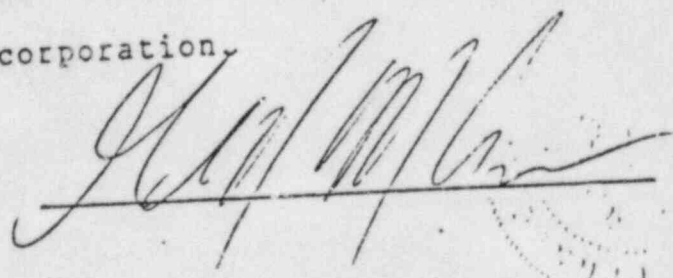
The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_  
\_\_\_\_\_ of the Connecticut Light and  
Power Company, a Connecticut corporation, on behalf of the  
corporation.

Commonwealth of Massachusetts  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_,  
\_\_\_\_\_ of New England Power Company, a  
Massachusetts corporation, on behalf of the corporation.

State of Maine  
County of Kennebec

The foregoing instrument was acknowledged before me  
this 30th day of April, 1984, by John W. Rowe,  
President and CEO of Central Maine Power Company, a Maine  
corporation, on behalf of the corporation.



A handwritten signature in cursive script, appearing to read "John W. Rowe", is written over a horizontal line. To the right of the signature, there is a faint, circular embossed seal or stamp.

State of Connecticut  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_,  
\_\_\_\_\_ of the Connecticut Light and  
Power Company, a Connecticut corporation, on behalf of the  
corporation.



Commonwealth of Massachusetts  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_  
\_\_\_\_\_ of New England Power Company, a  
Massachusetts corporation, on behalf of the corporation.

\_\_\_\_\_

State of Maine  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_  
\_\_\_\_\_ of Central Maine Power Company, a Maine  
corporation, on behalf of the corporation.

\_\_\_\_\_

State of Connecticut  
County of Hartford

The foregoing instrument was acknowledged before me  
this 30th day of April, 1984, by William B. Ellis,  
Chairman of the Connecticut Light and  
Power Company, a Connecticut corporation, on behalf of the  
corporation.

Walter F. Torrance, Jr.  
Walter F. Torrance, Jr.  
Notary Public  
My commission expires 3/31/86

Commonwealth of Massachusetts  
County of Middlesex

The foregoing instrument was acknowledged before me  
this 30<sup>th</sup> day of April, 1984, by J. V. DONOVAN,  
Executive Vice Pres. of Canal Electric Company, a  
Massachusetts corporation, on behalf of the corporation.

Michael D. Sullivan  
NOTARY

Commonwealth of Massachusetts  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_,  
\_\_\_\_\_ of Montaup Electric Company, a  
Massachusetts corporation, on behalf of the corporation.

State of Maine  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984 by \_\_\_\_\_,  
\_\_\_\_\_ of Bangor Hydro-Electric Company, a Maine  
corporation, on behalf of the corporation.

Commonwealth of Massachusetts  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_  
\_\_\_\_\_ of Canal Electric Company, a  
Massachusetts corporation, on behalf of the corporation.

\_\_\_\_\_

Commonwealth of Massachusetts  
County of Suffolk

The foregoing instrument was acknowledged before me  
this 30th day of April, 1984, by John F. G. Eichorn, Jr.  
President of Montaup Electric Company, a  
Massachusetts corporation, on behalf of the corporation.

*Franklin...*  
Notary Public  
My Commission Expires November 9, 1990.

State of Maine  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Bangor Hydro-Electric Company, a Maine  
corporation, on behalf of the corporation.

\_\_\_\_\_

Commonwealth of Massachusetts  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_  
\_\_\_\_\_ of Canal Electric Company, a  
Massachusetts corporation, on behalf of the corporation.

Commonwealth of Massachusetts  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984, by \_\_\_\_\_  
\_\_\_\_\_ of Montaup Electric Company, a  
-Massachusetts corporation, on behalf of the corporation.

State of Maine  
County of Penobscot

The foregoing instrument was acknowledged before me  
this 30th day of April, 1984 by Thomas A. Greenquist  
President of Bangor Hydro-Electric Company, a Maine  
corporation, on behalf of the corporation.

Robert S. Briggs  
Robert S. Briggs  
Notary Public (Commission Expires 10/1/89)

State of New Hampshire  
County of Merrimack

The foregoing instrument was acknowledged before me  
this 1st day of April, 1984 by James J. Page  
President of New Hampshire Electric Cooperative,  
a New Hampshire corporation, on behalf of the corporation.

*[Handwritten Signature]*  
Notary Public  
*[Handwritten: My Comm AP 11/5/87]*

State of Vermont  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Central Vermont Public Service  
Corporation, a Vermont corporation, on behalf of the  
corporation.

State of Maine  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Maine Public Service Company, a Maine  
corporation, on behalf of the corporation.

State of New Hampshire  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of New Hampshire Electric Cooperative,  
a New Hampshire corporation, on behalf of the corporation.

State of Vermont  
County of Rutland

The foregoing instrument was acknowledged before me  
this 8th day of ~~April~~<sup>May</sup>, 1984 by James E. Griffin, President and Chief  
Executive Officer of Central Vermont Public Service  
Corporation, a Vermont corporation, on behalf of the  
corporation.

*Beverly H. Merritt*

State of Maine  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Maine Public Service Company, a Maine  
corporation, on behalf of the corporation

State of New Hampshire  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me,  
this \_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of New Hampshire Electric Cooperative,  
a New Hampshire corporation, on behalf of the corporation.

State of Vermont  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Central Vermont Public Service  
Corporation, a Vermont corporation, on behalf of the  
corporation.

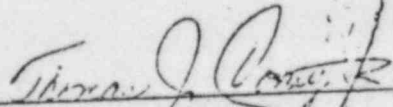
State of Maine  
County of Aroostook

The foregoing instrument was acknowledged before me  
this 30 day of April, 1984 by G. Melvin Hovey  
President of Maine Public Service Company, a Maine  
corporation, on behalf of the corporation.

Harold E. Clark

Commonwealth of Massachusetts  
County of Worcester

The foregoing instrument was acknowledged before me  
this 30th day of April, 1984 by Frank L. Childs  
President of Fitchburg Gas and Electric Light  
Company, a Massachusetts corporation, on behalf of the  
corporation.

  
\_\_\_\_\_  
Thomas J. Conry, Jr.  
Notary Public  
My commission expires June 1, 1990

State of Vermont  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Vermont Electric Generation and  
Transmission Cooperative, Inc., a Vermont corporation, on  
behalf of the corporation.

\_\_\_\_\_



Commonwealth of Massachusetts  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Fitchburg Gas and Electric Light  
Company, a Massachusetts corporation, on behalf of the  
corporation.

State of Vermont  
County of Lamoille

The foregoing instrument was acknowledged before me  
this 30th day of April, 1984 by William J. Gallagher, Vice-President  
and Executive Manager of Vermont Electric Generation and  
Transmission Cooperative, Inc., a Vermont corporation, on  
behalf of the corporation.

Nora H. Winkler  
NOTARY PUBLIC  
My Commission Expires: 2/10/87

Commonwealth of Massachusetts  
County of Bristol

The foregoing instrument was acknowledged before me  
this 30<sup>th</sup> day of April, 1984 by Joseph M. Blain  
Manager of Taunton Municipal Lighting Plant,  
a Massachusetts corporation, on behalf of the  
corporation.

Robert G. Funke  
ROBERT G. FUNKE  
Commission expires May 2, 1986.

Commonwealth of Massachusetts  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Hudson Light & Power Department,  
a \_\_\_\_\_ on behalf of  
the \_\_\_\_\_.

State of \_\_\_\_\_  
County of \_\_\_\_\_

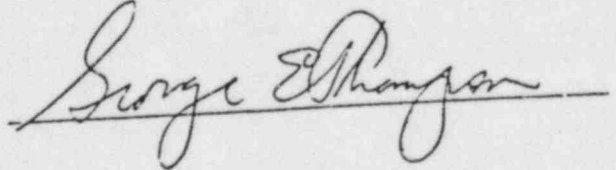
The foregoing instrument was acknowledged before me  
this \_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Yankee Atomic Electric Company,  
a \_\_\_\_\_ corporation, on behalf of the  
corporation.

Commonwealth of Massachusetts  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Taunton Municipal Lighting Plant,  
a \_\_\_\_\_ corporation, on behalf of the  
corporation.

Commonwealth of Massachusetts  
County of Middlesex

The foregoing instrument was acknowledged before me  
this 30 day of April, 1984 by Horst Huehmer, Manager  
\_\_\_\_\_ of Hudson Light & Power Department,  
a Municipal Corporation on behalf of  
the Hudson Light and Power Department.

  
\_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Yankee Atomic Electric Company,  
a \_\_\_\_\_ corporation, on behalf of the  
corporation.

Commonwealth of Massachusetts  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Taunton Municipal Lighting Plant,  
a \_\_\_\_\_ corporation, on behalf of the  
corporation.

Commonwealth of Massachusetts  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me  
this \_\_\_\_\_ day of April, 1984 by \_\_\_\_\_  
\_\_\_\_\_ of Hudson Light & Power Department,  
a \_\_\_\_\_ on behalf of  
the \_\_\_\_\_.

State of Massachusetts  
County of Middlesex

The foregoing instrument was acknowledged before me  
this 1 day of <sup>May</sup> ~~April~~, 1984 by J E Tribble  
President of Yankee Atomic Electric Company,  
a Massachusetts corporation, on behalf of the  
corporation.

Robert H. [Signature]

26 NOTARY PUBLIC  
My Commission Expires

September 14 1984

Exhibit A

To: Each Supplier of Services, Materials and Equipment for the Seabrook Nuclear Project.

From: Robert Harrison, President, Public Service Company of New Hampshire ("PSNH")  
Thomas Dahl, Chairman, United Engineers and Constructors ("UE&C")

Date:

Subject: Expenditures for the Seabrook Project

As a result of serious financial difficulties experienced by PSNH, last week PSNH suspended construction of the Seabrook Units and suspended payment of its share of project costs. PSNH is making efforts to resolve its financing difficulties in the near future, and if successful, hopes to resume construction of Unit 1 and payment for its share of costs.

However, in light of current circumstances, effective today and until further notice, we must inform you that all activities of many suppliers of services, materials or equipment must be suspended. Until further notice, only the following activities deemed necessary to preserve and protect the Seabrook Project and in each case as authorized in writing by Yankee Atomic Electric Company ("Yankee"), will be exempt from this suspension:

1. Security of the Seabrook Project;
2. Maintenance necessary to preserve and protect equipment and plant;
3. Documentation of the status of Unit 1;

4. Quality assurance and quality control documentation required to maintain the integrity of the Seabrook Project;
5. Limited engineering required to preserve the option of proceeding with Unit 1;
6. Continuation of work under any supply contract or purchase order if it is determined that the cost of suspension would exceed the cost of completion;
7. Site support and administrative services necessary to support the preceding criteria.

Any supplier that believes its work fits within any of these exceptions must contact Harvey T. Tracy, Jr., or John DeVincentis of Yankee at \_\_\_\_\_ to obtain written confirmation that the suspension of suppliers' activities does not apply to all or part of its contract or purchase order.

We regret the circumstances that required us to send this suspension notice to you, and hope to be able soon to rescind the suspension of work.

Sincerely,

PSNH

By: \_\_\_\_\_  
Robert J. Harrison, President

UE&C

By: \_\_\_\_\_  
Thomas Dahl, Chairman

AGREEMENT FOR SEABROOK PROJECT DISBURSING AGENT

This Agreement, made as of this 23rd day of May, 1984, pursuant to the provisions of Paragraph 35 of the Joint Ownership Agreement (defined below) to establish the powers, duties, responsibilities, terms of employment and compensation of, and other matters respecting, the Disbursing Agent appointed to receive, hold and disburse payments due from Participants in the New Hampshire Nuclear Units ("the Seabrook Project"), by and among The United Illuminating Company, Bangor Hydro-Electric Company, Central Maine Power Company, Central Vermont Public Service Corporation, Canal Electric Company (successor in interest to New Bedford Gas and Edison Light Company), The Connecticut Light and Power Company, Fitchburg Gas & Electric Light Company, Hudson Light and Power Department, Maine Public Service Company, Massachusetts Municipal Wholesale Electric Company, Montaup Electric Company, New England Power Company, New Hampshire Electric Cooperative, Inc., Taunton Municipal Lighting Plant, Vermont Electric Generation and Transmission Cooperative, Inc. and Public Service Company of New Hampshire ("PSNH") (collectively referred to as the "Participants") and Yankee Atomic Electric Company ("Yankee").



WITNESSETH THAT:

WHEREAS, the Participants are parties to the Agreement for Joint Ownership, Construction and Operation of New Hampshire Nuclear Units made as of May 1, 1973, as heretofore amended by amendatory agreements dated May 24, 1974, June 21, 1974, September 25, 1974, October 25, 1974, January 31, 1975, April 18, 1979, April 25, 1979, June 8, 1979, October 11, 1979, December 15, 1979, June 16, 1980, December 31, 1980, June 1, 1982, and April 27, 1984 (the "Joint Ownership Agreement"); and

WHEREAS, on May 23, 1984, Participants owning 51% or more of the Ownership Shares (as defined in the Joint Ownership Agreement) of the Seabrook Project agreed to appoint Yankee as Disbursing Agent to receive, hold and disburse certain payments due from Participants under the Joint Ownership Agreement; and

WHEREAS, the Participants and Yankee desire to set out the powers, duties, responsibilities, terms of employment and other matters respecting Yankee's engagement as Disbursing Agent.

NOW, THEREFORE, the Parties agree as follows:

1. Appointment of Yankee as Disbursing Agent under the Joint Ownership Agreement.

1.1 The Participants hereby appoint Yankee to act as their Disbursing Agent under the terms of the Joint Ownership Agreement as now in effect and as it may from time to time be

amended or modified in the future, and Yankee hereby accepts this appointment. The scope of the agency is as set forth in this Agreement.

1.2 Yankee's powers, duties and responsibilities under this Agreement shall be limited to activities reasonably incident to collection and disbursement of Participants' payments for their respective shares of costs of the Seabrook Project, as is more fully set out below in Paragraph 1.5 and Paragraph 2.

1.3 For purposes of this Agreement, the Parties agree that Yankee shall act as agent for each of the Participants individually (and not jointly or jointly and severally). With respect to certain other agreements, the following provisions shall apply:

(1) In the event of any conflict between the provisions of this Agreement and the Nuclear Support Services Agreement between Yankee and PSNH (as agent for the Participants), effective as of July 1, 1983, the provisions of this Agreement shall prevail.

(2) The parties to this Agreement on April 27, 1984 entered into an agreement entitled "Interim Agreement to Preserve and Protect the Assets of and Investment in the New Hampshire Nuclear Units" ("Interim Agreement"). This Agreement does not supersede the Interim Agreement, and any bills or invoices paid pursuant to that agreement shall not be paid or deemed paid pursuant to this Agreement.

(3) Except as specifically provided in Paragraph 2.2 below, relating to billing and payment mechanisms established by this Agreement, in the event of any conflict between the provisions of this Agreement and the provisions of the Joint Ownership Agreement (including without limitation the Fifteenth Amendment thereto), the provisions of the Joint Ownership Agreement shall prevail.

1.4 All monies paid to Yankee under this Agreement shall remain the property of the Participant paying such monies until disbursed according to the provisions of this Agreement.

1.5 Except as otherwise specifically set out herein, Yankee shall disburse monies received from and credited to each Participant only to pay that Participant's pro rata share, as defined in Paragraph 5.1 below, of the following costs of the Seabrook Project: current construction costs, incurred after April 30, 1984; construction costs incurred on or before April 30, 1984 where Yankee is authorized to do so by the Executive Committee (defined in Paragraph 2.1); and costs resulting from termination or suspension (including any costs of restarting after suspension). (Such construction costs and other aforesaid costs are collectively referred to as "Project Costs.")

2. Duties and Rights of the Parties.

2.1 The Participants have established an Executive Committee pursuant to the Interim Agreement, such Executive Committee to be expanded to include the Chief Executive Officer of PSNH at such time as PSNH shall resume paying its full share of Project Costs, as provided by Resolution of the Participants adopted on May 14, 1984 ("the Executive Committee"). This Executive Committee, or its successor, shall oversee the functions of the Disbursing Agent. The Participants authorize the Executive Committee or any designee of such Executive Committee: (i) to perform the functions assigned to it in this Agreement, and (ii) to provide direction to Yankee in the fulfillment of its responsibilities under this Agreement. Whenever the Executive Committee is required or authorized by this Agreement to approve the disbursement of funds, such approval shall be consistent with and governed by the terms of the Joint Ownership Agreement. Yankee agrees that it will operate under the direction of the Executive Committee or its designee. Yankee and the Participants recognize that PSNH may be replaced as project manager by a managing agent, pursuant to Paragraph 36 of the Joint Ownership Agreement. In the event that the Participants so replace PSNH with a new project manager, the Participants shall cause such new project manager to execute a counterpart of this Agreement, and such new project manager shall thereupon become vested with and subject to all properties, rights, powers and duties under this Agreement of PSNH as project manager, as if originally named in the provisions hereof. The term "Project Manager," as used in this

Agreement, shall refer to PSNH, when required to perform the duties of a project manager and until replaced by a new project manager and to such new project manager, if any, thereafter.

2.2 No later than the first working day of each month, unless directed otherwise by the Executive Committee, and on a monthly basis, the Project Manager shall present a report of estimated cash requirements (which may include an allowance for contingencies) and applications of credits (as defined in Paragraph 2.6) for Project Costs for the next month thereafter (referred to as the "month being funded") and if the Executive Committee deems appropriate, for disbursements coming due early in the month subsequent to the month being funded, to the Executive Committee for its approval, in sufficient detail and form and in any event in such detail and form as the Executive Committee may require (this report being referred to as a "Requirements Estimate"). Within seven days after receipt of such Requirements Estimate, the Executive Committee shall approve or disapprove all or any items in such Requirements Estimate (which may include an allowance for contingencies) but if it disapproves all or any items in such Requirements Estimate, it shall indicate the reasons therefor. The Executive Committee shall approve budgetary items insofar as they are consistent with commitments previously approved by it. The Executive Committee shall deliver such approved Requirements Estimate to Yankee. Yankee shall thereafter render a bill to each Participant, at least fifteen (15) days prior to the first day of the month being funded, charging such Participant for its pro rata share of the approved Requirements

Estimate, net of any applicable credits (allocated as provided in Paragraph 2.6 below). Notwithstanding the provisions of the Joint Ownership Agreement, each Participant shall pay Yankee its pro rata share of each month's Requirements Estimate, net of applicable credits, as billed, on or before the first day of the month being funded, and interest shall accrue and be immediately payable on amounts remaining unpaid after the first day of the month being funded or the fifteenth day after issuance of the bill by Yankee, whichever is later, at the rate specified in Paragraph 11 of the Joint Ownership Agreement. In the event that one or more Participants have not paid their pro rata shares of the Requirements Estimate (net of applicable credits) by the first day of the month being funded, Yankee shall notify the Executive Committee of such fact and the details thereof and obtain specific direction from the Executive Committee before making further disbursements. Because there will not be sufficient time from the effective date of this Agreement to provide for the first month's funding of this Agreement pursuant to the procedures set out in this Paragraph, the Executive Committee is authorized to establish a suitable schedule to provide funding for Project Costs for such first month, including, if the Executive Committee deems appropriate, disbursements coming due early in the subsequent month.

2.3 Immediately upon the effectiveness of this Agreement, Yankee shall establish such bank accounts ("the Accounts") as are necessary to effectuate the purposes of this Agreement, at one or more banks or trust companies, in each case having a principal office and place of business in one of the New England states, having a combined capital and surplus of at least \$10,000,000, which is subject to supervision or examination by federal or state authority and which is not a creditor of PSNH; provided, however, that Yankee shall maintain a separate account or accounts for any funds it receives for the account or benefit of PSNH. To the extent that monies in such Accounts are not imminently required to make disbursements pursuant to the provisions of Paragraph 2.5, Yankee shall to the extent practicable invest such monies for the accounts of the respective Participants in U.S. Treasury Bills. Any gain from investment or interest accruing in an Account shall be identified separately and deposited with the monies in, and credited to, each Participant's share of such Account, in such proportion as the respective Participant's Ownership Share bears to the Ownership Shares of all Participants having interests in the Account. Each Participant shall be responsible for any tax liability on its share of such interest or investment income. The procedures for establishment and maintenance of the Accounts by Yankee, the banks or trust companies at which such Accounts are maintained, and the manner

of receipt and disbursement of the monies therein and credits thereto shall at all times be satisfactory to the Executive Committee.

2.4 On a daily basis, the Project Manager or United Engineers & Constructors, Inc. ("UE&C"), or both, as appropriate under the specific vendor contract, shall present a certificate to Yankee signed by an officer or authorized agent of the Project Manager or UE&C, as appropriate, certifying: (1) the amount of payments to be made for bills, invoices and requests for payment covering costs constituting Project Costs ("Project bills") and (2) that such expenditures were approved by the Executive Committee in the Requirements Estimate. Such certificate, when accompanied by an invoice approved by the Project Manager or UE&C or both, as appropriate, an audited voucher and a check (if required by Yankee) for each payment being made, shall be presented to Yankee for Yankee's review and payment.

2.5 Yankee shall withdraw and disburse monies from the appropriate Accounts to pay each Participant's pro rata share of Project Costs, but Yankee shall pay only those Project bills that have been duly certified as provided in Paragraph 2.4 and that Yankee confirms are included within the Requirements Estimate approved by the Executive Committee. Before making payment, Yankee shall review all Project bills submitted for payment to ensure compliance with these requirements. After following these procedures, Yankee shall pay such



approved Project bills, in whole or in part, directly to the vendors, as provided in Paragraph 1.5 of this Agreement. In the event of and as a condition to a partial payment, Yankee shall obtain from the payee a release or waiver, in a form approved by the Executive Committee, of liability, of each Participant that has contributed its pro rata share of such payment (including a waiver of liens on Seabrook Project real or personal property), unless the Executive Committee otherwise directs in the specific case.

2.6 The Project Manager will deliver to Yankee, without delay, any and all monies derived from vendor credits, chargebacks and other reimbursements ("credits") that it receives on the Seabrook Project. Immediately upon the effectiveness of this Agreement, the Project Manager will notify all vendors to deliver all such credits on the Seabrook Project to, and to make such credits payable to, Yankee as Disbursing Agent for the Participants. Checks or other instruments representing such credits, if payable to the Project Manager, shall be properly endorsed by the Project Manager or its agent to be payable to the order of Yankee as Disbursing Agent. PSNH hereby irrevocably grants to Yankee the power so to endorse any such checks or instruments payable to PSNH but delivered to or obtained by Yankee without such endorsement by PSNH. Upon receipt of such credits, Yankee shall promptly deposit such credits into the appropriate

Account to the credit of each Participant, pro rata according to its respective Ownership Share at the time the expense was billed to the Participants, except that if any Participant did not pay its pro rata share of such expense, such Participant shall not be entitled to share in the credit. Yankee shall disburse such credits to pay Project Costs. If any Participant has a surplus of such credits over its pro rata share of disbursements for Project Costs, Yankee shall retain such surplus and shall disburse it, in accordance with Paragraph 2.5 above, to pay such Participant's pro rata share of Project Costs in subsequent months. PSNH hereby irrevocably consents to Yankee's application of its share of such credits to its share of Project Costs and further agrees that any surplus may, in the discretion of the Executive Committee or its designee, be applied to pay any arrearage in PSNH's account. With the written consent of the affected Participant, the Executive Committee shall be permitted to allocate a Participant's pro rata share of such credits in an alternative manner, provided that such application does not adversely affect the obligations or credits of other Participants.

2.7 PSNH shall, promptly upon the effectiveness of this Agreement, inform Yankee of the current status of all present and anticipated credits and all deferred billing arrangements with respect to the Seabrook Project. PSNH, or other Project Manager, shall thereafter inform the Executive

Committee monthly of changes in the current status of such credits and of any previously unreported present or anticipated credits, as part of its Requirements Estimate.

2.8 Yankee shall report to the Executive Committee or its designee (1) for overall direction in carrying out its functions, (2) for specific approval of or direction with respect to payment of specific Project bills, if Yankee believes that there is a question as to whether such Project bills have been duly certified or are authorized by an approved Requirements Estimate and (3) for specific approval for payment of bills related to any program adopted to reconcile past unpaid bills. Yankee shall also provide a monthly report to the Executive Committee itemizing, in appropriate form and detail, and in any event in such form and detail as the Executive Committee may direct, all Seabrook Project disbursements, credits, expenses, investment and interest income and monies received from Participants.

2.9 Yankee shall maintain individual records of each Participant's payments, credits applied on its behalf and disbursements applied against its payments and credits. Yankee shall also maintain combined records of all deposits, investments, certificates and disbursements from and relating to the Accounts, and shall make a monthly report concerning the same to the Executive Committee or its designee (which shall distribute such reports to each Participant). Yankee shall make its

records available at its offices at reasonable times for examination by an independent certified public accountant or other representative, as designated by the Participant, or by a majority in interest of the Participants, requesting the examination. Such examination shall be at the expense of the Participant or Participants requesting the examination.

2.10 Yankee shall be compensated at cost for its services under this Agreement and shall bill the several Participants for its services upon approval of its charges by the Executive Committee or its designee. Each Participant will pay its pro rata share of such bills and shall only be liable for such pro rata share.

2.11 The Executive Committee is authorized to engage such consultants as it sees fit to assist it in carrying out its functions under this Agreement and shall bill each Participant on a monthly basis for the cost thereof based upon each such Participant's pro rata share of such costs. Each Participant will pay its pro rata share of such bills and shall only be liable for such pro rata share.

2.12 This Agreement shall not affect the obligations of PSNH or other Project Manager to provide accounting reports to the other Participants pursuant to the Joint Ownership Agreement.

2.13 Yankee agrees and stipulates that neither it nor any of its creditors shall have any interest in the Accounts or in monies deposited therein or credits applied thereto, and

that the same have been created and are being held in trust for the Participants, subject to the terms of, and to maintaining and disbursing the Accounts in accordance with, this Agreement.

3. Removal or Resignation of Yankee and Appointment of Successor.

3.1 Yankee may resign at any time by giving twenty-one (21) days' prior written notice thereof to each of the Participants. Such resignation shall become effective on the date specified in the notice or upon the appointment of (and acceptance by) a successor, whichever is earlier. Upon agreement of Participants owning fifty-one percent (51%) or more of the Ownership Shares in the Seabrook Project, the Participants may at any time remove Yankee without cause upon twenty-one (21) days' prior written notice to Yankee, and with cause upon seven (7) days' prior written notice to Yankee. Such removal shall become effective on the date specified in the notice. In the event of resignation or removal, Yankee shall be entitled to compensation under Paragraph 2.10 of this Agreement until the effective date of such resignation or removal. In the event Yankee resigns or is removed, the Participants shall use their best efforts to appoint a successor upon agreement of Participants owning fifty-one percent (51%) or more of the Participants' Ownership Shares in the Seabrook Project. Any successor agent shall execute an instrument accepting such appointment and shall thereupon become vested with and subject to all properties, rights, powers and duties of Yankee,

as if originally named in the provisions hereof (including this Paragraph 3.1). Yankee shall duly assign, transfer and deliver to the successor agent all records, property and money held by it hereunder, provided that Yankee may retain copies of such records.

4. Liability and Indemnification.

4.1 Yankee shall not be responsible for the genuineness of any signature and may rely conclusively upon, and shall be protected in acting upon, any certificate, notice, request, consent, statement or other instrument believed by it in good faith to be duly authorized and properly made. The duties and obligations of Yankee hereunder shall be governed solely by the provisions of this Agreement. Neither Yankee nor its officers or employees shall be liable to any other Party to this Agreement for claims for direct, incidental, indirect, consequential or other damages of any nature, including, but not limited to, damages for loss of anticipated profits, loss of use of revenue, loss by reason of construction shutdown or interruption and cost of capital, connected with or resulting from the performance of this Agreement by Yankee, except in the event of willful misconduct. In addition, the Participants, severally (and not jointly or jointly and severally), in accordance with their respective pro rata shares as specified in Paragraph 5.1, agree to defend, indemnify and hold Yankee and its officers and employees harmless against all losses, claims, expenses

(including reasonable counsel fees) and liabilities, not resulting from Yankee's willful misconduct, which may be asserted, imposed or incurred in connection with the performance of its responsibilities hereunder, including any litigation arising from the foregoing. Yankee shall not have any duty to use its own funds in carrying out its responsibilities under this Agreement.

4.2 Neither the Executive Committee nor any member nor designee thereof, when acting in such capacity, nor any employer of any member or designee, nor any affiliate, agent or employee of such member, designee or employer, shall by virtue of its relationship to the Executive Committee or any Executive Committee member or designee acting in such capacity, be liable to any Party to this Agreement for claims for direct, incidental, indirect, consequential or other damages of any nature, including, but not limited to, damages for loss of anticipated profits, loss of use of revenue, loss by reason of construction shutdown or interruption and cost of capital, connected with or resulting from the performance of this Agreement by the Executive Committee or by any member or designee thereof or by any employer of any member or designee or any affiliate, agent or employee of such member, designee or employer, except in the event of willful misconduct. In addition, the Participants, severally (and not jointly or jointly and severally), in accordance with their respective pro rata shares as specified in Paragraph 5.1, agree to defend,

indemnify and hold the Executive Committee, each member and designee thereof and each of the other persons or entities referred to in the preceding sentence, harmless against all losses, claims, expenses (including reasonable counsel fees) and liabilities, not resulting from his or their willful misconduct, which may be asserted, imposed or incurred in connection with the performance of his or its responsibilities hereunder, including any litigation arising from the foregoing.

5. Miscellaneous.

5.1 All obligations of the Participants hereunder are pro rata and several (not joint or joint and several) and, with respect to each Participant, limited to the proportion of such Participant's Ownership Share in the Seabrook Project to the total of all Ownership Shares in the Seabrook Project (called a "pro rata share" in this Agreement). As of the date of execution of this Agreement, the pro rata share of each Participant is as follows:

<u>PARTICIPANT</u>	<u>OWNERSHIP SHARE</u>
Bangor Hydro-Electric Company	2.17391%
Canal Electric Company	3.52317%
Central Maine Power Company	6.04178%
Central Vermont Public Service Corp.	1.59096%
Connecticut Light & Power Co.	4.05985%
Fitchburg Gas & Electric Light Co.	0.86519%
Hudson Light & Power Department	0.07737%
Maine Public Service Corp.	1.46056%
Mass. Municipal Wholesale Electric Co.	11.5934%
Montaup Electric Company	2.89989%
New England Power Company	9.95766%
New Hampshire Electric Cooperative	2.17391%
Public Service Company of New Hampshire	35.56942%
Taunton Municipal Lighting Plant	0.10034%
United Illuminating Company	17.5%
Vermont Electric Generation & Transmission Cooperative, Inc.	0.41259%



The Executive Committee shall notify Yankee promptly of any changes in each Participant's pro rata share. Every document delivered to any third party by Yankee pursuant to this Agreement which may bear on the nature of the Participants' obligations hereunder shall specify such several (and not joint or joint and several) nature of the Participants' obligations.

5.2 Without limiting the generality of Paragraph 5.6, nothing in this Agreement shall constitute or be construed as a waiver or limitation on the enforceability of, or an election of remedies with respect to, the rights of the Participants other than PSNH to recover PSNH's unpaid share of Project Costs, if any, or its share of interim care and protection costs paid by other Participants pursuant to the Interim Agreement or to enforce other claims (whether now existing or arising in the future) against PSNH. In the event that the Participants reach an agreement for settlement of such claims, the Accounts established pursuant to this Agreement may be used as the mechanism for receiving and disbursing such settlement amounts, and Yankee shall deposit and disburse such funds if and as directed by the Executive Committee.

5.3 This Agreement is made under and shall be governed by, and construed in accordance with, the local laws of the State of New Hampshire.

5.4 In the event that any clause or provision of this Agreement, or any part thereof, shall be declared invalid or

unenforceable by any regulatory body or court having jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.

5.5 All provisions of this Agreement providing for limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination of this Agreement.

5.6 This Agreement is not intended, and shall not be construed, to create or acknowledge any rights in favor of persons who or entities that are not Parties to this Agreement. Anything in this Agreement to the contrary notwithstanding, the Parties agree that this Agreement is made without prejudice to, and does not constitute a waiver of, or election of remedies with respect to, or limitation on the enforceability of, any rights or claims which any Party or Participant may now have or in the future have against any other Party or Participant.

5.7 This Agreement is the act and obligation of the Parties hereto in their corporate capacities.

5.8 This Agreement shall become effective upon execution by Yankee and by Participants owning fifty-one percent (51%) or more of the Ownership Shares in the Seabrook Project (and upon its effectiveness, all Participants shall be, and be deemed to be, Parties to this Agreement); provided, however, that Yankee's power to endorse checks and instruments

under Paragraph 2.6 hereof, and PSNH's express consent under the final sentence of such Paragraph 2.6, shall become effective upon execution by PSNH hereof or its assent hereto.

5.9 Any number of counterparts of this Agreement may be executed and each shall have the same force and effect as the original.

5.10 This Agreement may be amended or modified by an instrument executed by Participants owning fifty-one percent (51%) or more of the Ownership Shares in the Seabrook Project and by Yankee.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly signed by an authorized officer, and its respective seal to be duly affixed hereto and attested (or such signature by an authorized officer to be attested to by a witness) on the date indicated but as of the date first above written.

[ATTESTED SEAL OR  
SIGNATURE OF WITNESS]:

PUBLIC SERVICE COMPANY OF  
NEW HAMPSHIRE

/s/ Kathylyne M. Hadley

By: /s/ D. Pierre G. Cameron, Jr.

Its Vice President and General  
Counsel

Date: May 30, 1984

YANKEE ATOMIC ELECTRIC COMPANY

/s/ Catherine M. Foley

By: /s/ James E. Tribble

Its President

Date: June 1, 1984

THE UNITED ILLUMINATING COMPANY

/s/ Paul K. Connolly, Jr.

By: /s/ John D. Fassett

Its Chairman and CEO

Date: 5/30/84

MASSACHUSETTS MUNICIPAL  
WHOLESALE ELECTRIC COMPANY

/s/ Maurice J. Ferriter

By: /s/ Richard K. Byrne

Its General Manager & Secretary

Date: May 30, 1984

NEW ENGLAND POWER COMPANY

/s/ Paul K. Connolly, Jr.

By: /s/ Frederic E. Greenman

Its Vice President

Date: May 30, 1984

CENTRAL MAINE POWER COMPANY

/s/ Thomas C. Webb

By: /s/ Donald F. Kelly

Its Vice President

Date: 5/30/84

THE CONNECTICUT LIGHT AND  
POWER COMPANY

/s/ C. Thayer Browne

By: /s/ Bernard M. Fox

Its Senior Vice President

Date: 5/30/84

CANAL ELECTRIC COMPANY

/s/ Paul K. Connolly, Jr.

By: /s/ E. G. Cheney

Its Financial Vice President

Date: May 30, 1984

MONTAUP ELECTRIC COMPANY

/s/ Andrew M. Wood

By: /s/ John F. G. Eichorn, Jr.

Its President

Date: May 30, 1984

BANGOR HYDRO-ELECTRIC COMPANY

/s/ Franklin M. Hundley

By: /s/ Robert S. Briggs

Its Vice President and General  
Counsel

Date: May 30, 1984

NEW HAMPSHIRE ELECTRIC  
COOPERATIVE, INC.

/s/ Jeffrey J. Zellers

By: /s/ John Pillsbury

Its General Manager

Date: May 30, 1984  
Subject to RBA Approval

CENTRAL VERMONT PUBLIC SERVICE  
CORPORATION

/s/ Paul K. Connolly, Jr.

By: /s/ James E. Griffin

Its President

Date: 5/29/84

MAINE PUBLIC SERVICE COMPANY

/s/ Norman M. Segal

By: /s/ G. M. Hovey

Its President

Date: May 30, 1984

FITCHBURG GAS AND ELECTRIC  
LIGHT COMPANY

/s/ Peter J. Stulgis

By: /s/ Frank L. Childs

Its President

Date: May 30, 1984

VERMONT ELECTRIC GENERATION AND  
TRANSMISSION COOPERATIVE, INC.

/s/ William B. Piper

By: /s/ William J. Gallagher

Its Vice President & General  
Manager

Date: May 31, 1984

TAUNTON MUNICIPAL LIGHTING PLANT

/s/ Robert G. Funke

By: /s/ Joseph M. Blain

Its General Manager

Date: May 31, 1984

HUDSON LIGHT & POWER DEPARTMENT

/s/ Maurice J. Ferriter

By: /s/ Horst Huehmer

Its Manager

Date: 5/30/84

State of Massachusetts  
County of Worcester

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984, by /s/ D. Pierre G. Cameron, Jr.,  
Vice President of Public Service Company of New Hampshire, a  
New Hampshire corporation, on behalf of the corporation.

/s/ Paul K. Connolly, Jr.

State of Connecticut  
County of New Haven

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984, by /s/ John D. Fassett, Chairman  
and Chief Executive Officer of The United Illuminating Company,  
a Connecticut corporation, on behalf of the corporation.

/s/ Paul K. Connolly, Jr.

Commonwealth of Massachusetts  
County of Middlesex

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984 by /s/ Richard K. Byrne, General  
Manager of Massachusetts Municipal Wholesale Electric Company,  
a Massachusetts corporation, on behalf of the corporation.

/s/ Maurice J. Ferriter  
Maurice J. Ferriter,  
Notary Public  
My Commission Expires:  
January 3, 1986



Commonwealth of Massachusetts  
County of Worcester

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984, by /s/ Frederic E. Greenman, Vice  
President of New England Power Company, a Massachusetts  
corporation, on behalf of the corporation.

/s/ Renee M. Kossuth  
My Commission Expires:  
May 9, 1991

State of Massachusetts  
County of Worcester

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984, by /s/ Donald D. Kelly, Vice  
President of Central Maine Power Company, a Maine corporation,  
on behalf of the corporation.

/s/ Paul K. Connolly, Jr.

State of Massachusetts  
County of Worcester

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984, by /s/ Bernard M. Fox, Senior Vice  
President of the Connecticut Light and Power Company, a  
Connecticut corporation, on behalf of the corporation.

/s/ Paul K. Connolly, Jr.

Commonwealth of Massachusetts  
County of Worcester

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984, by /s/ E. G. Cheney, Financial Vice  
President of Canal Electric Company, a Massachusetts corpora-  
tion, on behalf of the corporation.

/s/ Renee M. Kossuth  
My Commission Expires:  
May 9, 1991

Commonwealth of Massachusetts  
County of Worcester

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984, by /s/ John F. G. Eichorn, Jr.,  
President of Montaup Electric Company, a Massachusetts  
corporation, on behalf of the corporation.

/s/ Paul K. Connolly, Jr.

State of Massachusetts  
County of Worcester

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984 by /s/ Robert S. Briggs, Vice  
President of Bangor Hydro-Electric Company, a Maine corpora-  
tion, on behalf of the corporation.

/s/ Paul K. Connolly, Jr.

State of New Hampshire  
County of Merrimack

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984 by /s/ John Pillsbury, General  
Manager of New Hampshire Electric Cooperative, a New Hampshire  
corporation, on behalf of the corporation.

/s/ Jeffrey J. Zellers  
Justice of the Peace

Commonwealth of Massachusetts  
County of Worcester

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984 by /s/ James E. Griffin, President  
of Central Vermont Public Service Corporation, a Vermont  
corporation, on behalf of the corporation.

/s/ Renee M. Kossuth  
My Commission Expires:  
May 9, 1991

State of Massachusetts  
County of Worcester

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984 by /s/ G. M. Hovey, President of  
Maine Public Service Company, a Maine corporation, on behalf of  
the corporation.

/s/ Paul K. Connolly, Jr.

Commonwealth of Massachusetts  
County of Worcester

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984 by /s/ Frank L. Childs, President of  
Fitchburg Gas and Electric Light Company, a Massachusetts  
corporation, on behalf of the corporation.

/s/ Paul K. Connolly, Jr.

State of Vermont  
County of Caledonia

The foregoing instrument was acknowledged before me  
this 31st day of May, 1984 by /s/ William J. Gallagher, Vice  
President and General Manager of Vermont Electric Generation  
and Transmission Cooperative, Inc., a Vermont corporation, on  
behalf of the corporation.

/s/ William B. Piper

Commonwealth of Massachusetts  
County of Bristol

The foregoing instrument was acknowledged before me  
this 31st day of May, 1984 by /s/ Joseph M. Blain, General  
Manager of Taunton Municipal Lighting Plant, a Massachusetts  
corporation, on behalf of the corporation.

/s/ Robert G. Funke  
Robert G. Funke, Notary Public  
Commission expires May 2, 1986

Commonwealth of Massachusetts  
County of Middlesex

The foregoing instrument was acknowledged before me  
this 30th day of May, 1984 by /s/ Horst Heuhmer, Manager of  
Hudson Light & Power Department, a Municipal Corporation on  
behalf of the Hudson Light and Power Department.

/s/ Maurice J. Ferriter  
Maurice J. Ferriter,  
Notary Public  
My Commission Expires:  
January 3, 1986

Commonwealth of Massachusetts  
County of Middlesex

The foregoing instrument was acknowledged before me  
this 4th of June, 1984 by /s/ J. E. Tribble, President of  
Yankee Atomic Electric Company, a Massachusetts corporation, on  
behalf of the corporation.

/s/ Robert H. Groce  
Notary Public  
My commission expires:  
September 14, 1984

6-23-84

RESOLUTION FOR TRANSFER OF MANAGING  
AGENT RESPONSIBILITY

WHEREAS, The Fifteenth Amendment to the Seabrook Project Joint Ownership Agreement included provisions authorizing change in project management; and

WHEREAS, a resolution adopted by the Participants on May 14, 1984 authorized the Executive Committee to conduct a search for and make recommendations with respect to a new Managing Agent for the Seabrook Project; and

WHEREAS, the Executive Committee has presented its recommendations, which in order to assure the transfer of responsibility in an orderly manner, call for such transfer to be accomplished in phases; and

WHEREAS, the Participants concur in such recommendations;

NOW, THEREFORE, IT IS RESOLVED THAT:

1. As a first phase, effective as soon as possible, a division of Public Service Company of New Hampshire ("PSNH") shall be created by PSNH, known as the New Hampshire Yankee Division (the "Division"). It shall have primary responsibility for construction of Unit 1. It shall have a President and Chief Executive Officer, to be elected by the PSNH Directors. The President of the Division shall report functionally to the Chief Executive Officer of PSNH. The Senior Vice President of PSNH in charge of Seabrook Project construction shall report functionally to the President of the Division. The President of the Division and the Senior Vice President in charge of the Seabrook Project Construction and

his entire staff shall become employees of Yankee Atomic Electric Company ("YAEC"), in accordance with an agreement to be executed promptly between PSNH and YAEC.

2. As a second phase, effective upon receipt of any regulatory approvals necessary for its implementation, the New Hampshire Yankee Division shall be reconstituted as an independent corporate entity, known as New Hampshire Yankee Electric Corporation, and the Division shall be dissolved. The corporation shall be responsible for completing construction of Unit 1. The corporation's ownership shall be held by the Participants in proportion to their Ownership Shares in the Seabrook Project. Each Participant shall be entitled to representation on the Board of Directors of the corporation. There shall be an executive committee of the Board, comprised of individuals selected by a process similar to the one provided in the Sixteenth Amendment to the Joint Ownership Agreement. The Chairman and Chief Executive Officer of the corporation shall be the individual then serving as President of the Division. The President of the corporation shall be the individual then serving as PSNH Senior Vice President in charge of Seabrook Project construction. The Vice President of PSNH in charge of startup testing and operation shall report functionally to the President of the corporation. The Chairman and President of the corporation shall remain employees of YAEC during the second phase, under an agreement to be executed between the corporation and YAEC.

3. As a third phase, YAEC shall be renamed Massachusetts Yankee Atomic Electric Company ("Mass. Yankee"). A new corporate entity known as Yankee Atomic Electric Company ("Yankee") shall be created. It shall be responsible for operation of Unit 1, under an operating agreement to be executed between New Hampshire Yankee and Yankee. It is contemplated in this resolution that Yankee also will be



responsible for operation of Mass. Yankee's nuclear plant in Rowe, Massachusetts, under a similar agreement with Mass. Yankee. Yankee's ownership will be divided equitably among the owners of New Hampshire Yankee and Mass. Yankee, based upon their respective "interest" in Seabrook Unit 1 and Mass. Yankee's Rowe plant. Their "interest" in those plants shall be determined by giving equal weight to their investment in each and the number of megawatts to which they are entitled in each. Each owner of New Hampshire Yankee and Mass. Yankee shall be entitled to representation on the Yankee Board of Directors.

There shall be an Executive Committee of the Board of Directors. The YAEC Nuclear Services Division ("NSD") shall also be reconstituted as a division of Yankee. Yankee shall also have a Seabrook Division and a Rowe Division. Seabrook Unit 1 and Mass. Yankee's Rowe plant will be operated by Yankee pursuant to contracts with New Hampshire Yankee and Mass. Yankee. The operating staffs of Mass. Yankee and Seabrook shall become employees of Yankee.

The contracts between Yankee and New Hampshire Yankee and Mass. Yankee shall grant to Yankee control over operational matters and retain in New Hampshire Yankee and Mass. Yankee all other matters including capital expenditures for the Seabrook and Rowe plants, respectively, and the right to disapprove key personnel appointments to the Seabrook Division and the Rowe Division.

4. The Executive Committee, with the assistance of the task force authorized by the Participants on June 15, 1984, and appointed by the Executive Committee on June 20, 1984, shall take such actions as are necessary to implement each phase

described above, including preparation of the written agreement contemplated by the Fifteenth Amendment and May 14, 1984 resolution referred to above and causing applications to be filed for any necessary regulatory approvals, it being the intent of the Participants that the second phase shall be implemented as soon as any such approvals have been obtained. The Executive Committee shall keep the Participants fully apprised of progress in implementing this resolution.

Various individuals will become employees of YAEC during the first two phases as an accommodation to the Participants. Therefore, the agreements to be executed to carry out this resolution shall include provisions protecting YAEC against liability to the Participants, and indemnifying YAEC against liability to third parties, in connection with the acts and omissions of such individuals, except in the event of their wilful misconduct. The Participants' indemnification obligations shall be several and pro rata in accordance with their Ownership Shares.

5. Effectiveness of each phase prescribed by this resolution shall be contingent upon receipt of all approvals necessary for implementation of such phase, which each Participant shall use its best efforts to obtain.

WITNESS:

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

D. Pine & Co.

By: R. J. Harrison

Its PRESIDENT

Date: June 23, 1984

THE UNITED ILLUMINATING COMPANY

Frederic E Greenman

By: James F. Crave  
Its Vice President - Engineering  
Date: June 23 1984

MASSACHUSETTS MUNICIPAL  
WHOLESALE ELECTRIC COMPANY

Frederic E Greenman

By: Richard L. Byne  
Its General Manager  
Date: June 23, 1984

NEW ENGLAND POWER COMPANY

Frederic E Greenman

By: Paul [Signature]  
Its Treasurer  
Date: June 23, 1984

CENTRAL MAINE POWER COMPANY

Frederic E Greenman

By: Orwell F. Kelly  
Its Vice-President  
Date: 6/23/84

THE CONNECTICUT LIGHT AND POWER  
COMPANY

Frederic E Greenman

By: C. [Signature]  
Its Vice President  
Date: 6/23/84

CANAL ELECTRIC COMPANY

Frederic E Greenman

By: Juanita V. Donovan

Its President

Date: 6/23/84

MONTAUP ELECTRIC COMPANY

Frederic E Greenman

By: Donald H. Pardon

Its Vice President

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

BANGOR HYDRO-ELECTRIC COMPANY

Frederic E Greenman

By: T. J. Greenman

Its President and CEO

Date: 6/23/84

NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

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

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

Frederic E Greenman

By: James E. Griffin

Its President

Date: 6/22/84

MAINE PUBLIC SERVICE COMPANY

Frederic E Greenman By: A. M. Honey  
 Its President  
 Date: 6/23/84

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

Frank J. O'Leary

By: Frank J. O'Leary  
 Its President  
 Date: 6/23/84

VERMONT ELECTRIC GENERATION AND TRANSMISSION COOPERATIVE, INC.

Frederic E Greenman By: William J. Kelly  
 Its \_\_\_\_\_  
 Date: \_\_\_\_\_

TAUNTON MUNICIPAL LIGHTING PLANT

Frederic E Greenman By: Josiah M. Blaisie  
 Its GENERAL MANAGER  
 Date: June 23, 1984

HUDSON LIGHT & POWER DEPARTMENT

Frederic E Greenman By: Scott Johnson  
 Its MANAGER  
 Date: 6/23/84