

**STATE OF RHODE ISLAND  
PUBLIC UTILITIES COMMISSION**

**IN RE: PASCOAG UTILITIES DISTRICT :  
COST OF SERVICE STUDY AND : DOCKET NO. 24-14-EL  
REVISED TARIFFS :**

**REPORT AND ORDER**

On April 5, 2024, the Pascoag Utilities District (Pascoag or Company) filed with the Public Utilities Commission (Commission) a request seeking to implement new rate schedules which would take effect on January 1, 2025,<sup>1</sup> designed to collect additional revenue in the amount of \$444,918, or an increase of 4.73% over test year revenues for a total revenue requirement of \$3,579,989, excluding purchased power expenses.<sup>2</sup> The Commission suspended Pascoag’s filing on April 29, 2024. Pascoag’s last base rate case was filed in 2021. Prior to that Pascoag had not filed a base rate cases since 2012 and 2003.

**I. Pascoag Direct Testimony**

*A. William J. Guertin*

Mr. Guertin provided direct testimony to discuss operational challenges Pascoag has faced since it filed its last base rate case and how it proposes to address these challenges. At the time of the filing, Mr. Guertin was the Assistant General Manager of Operations for Pascoag. He began his employment with the Company as a meter reader in 1990 and since that time has worked in every electrical position with Pascoag. Through the experience he acquired in all of the roles he has held, Mr. Guertin has gained considerable operational and financial expertise on every aspect

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<sup>1</sup> All filings in this docket are available at the PUC offices located at 89 Jefferson Boulevard, Warwick, Rhode Island or at <https://ripuc.ri.gov/Docket-24-14-EL>.

<sup>2</sup> The filing uses the terms “purchase power” and “purchased power” interchangeably between testimony and various schedules. This order uses the term “purchased power,” exclusively.

of the Company's operations.<sup>3</sup> Mr. Guertin began his tenure as General Manager of Pascoag on July 1, 2024.

Mr. Guertin provided that Pascoag is requesting an increase in its Capital Restricted Fund from its current funding of \$306,200 to \$381,000. He noted the reasons for the requested increase are that costs for all products, i.e., transformers, wire, and poles, have risen since the funding level was last set in 2013. He discussed the two large capital projects that Pascoag has planned -- the Advanced Metering Infrastructure (AMI)<sup>4</sup> project and the Osmose project -- both of which he maintained would ensure system integrity and reliability. He highlighted that Pascoag obtained a \$300,000 grant and was performing some of the installation work with its own employees to help reduce the total cost of the AMI project. Additionally, it spread the work out over a few years to meet its timeline and budget. Mr. Guertin stated that once both of the major projects are complete, Pascoag intends to uprate and harden its distribution feeders from Rhode Island Energy to meet expected future growth.<sup>5</sup>

*B. David G. Bebyn*

Mr. Bebyn's pre-filed testimony presented the test year, rate year cost of service, rate design, revenue check, and ratepayer impact. He noted that Pascoag's last base rate case was filed in 2021, Docket No, 5134. He stated that Pascoag is requesting a 4.73% increase or a \$444,918 increase over test year revenues because current rates will be insufficient to cover rising costs. He used January 1, 2023 to December 31, 2023 as the test year and made seven adjustments to

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<sup>3</sup> Guertin Test. at 1 (Apr. 1, 2024).

<sup>4</sup> The testimony refers to two metering configurations: "Automated Meter Reading" (AMR) and "Advanced Metering Infrastructure" (AMI). In some places, the testimony appears to mistakenly use the term "Automated Metering Infrastructure," which appears to conflate the two terms. *See, e.g.*, lines 69-71 of the testimony. For purposes of this order, we use the acronym of "AMI" to refer to "Advanced Metering Infrastructure."

<sup>5</sup> *Id.* at 2-5.

normalize it. The first adjustment reclassified and normalized electric charges by customer class. The second adjustment removed interest income earned on the monies held in the Purchased Power and Capital restricted accounts. He removed all grant and mutual aid revenues and expenditures, and increased principal payments to the test year as the third and fourth adjustments. The fifth adjustment added the capitalized labor for Operations and Maintenance to the test year. Next, he increased the capital expenditure to reflect the level granted and required to be restricted in the last rate filing. And finally, he removed all depreciation expense from the test year. He maintained that these adjustments presented a proper normalized test year.<sup>6</sup>

Mr. Bebyn analyzed three years of revenue and expenses for 2021, 2022, and the test year 2023 to evaluate variances and determine if adjustments were needed. He noted that Pascoag's largest source of revenue is pass-through revenue which accounts for 66.62% of all revenue and which he eliminated from the rate year revenue requirement just as he did with the pass-through purchased power expense because those sources of revenue are set separately from other tariff rates with an end-of-year filing.<sup>7</sup>

Mr. Bebyn used test year levels for calendar year 2023 to project demand/distribution revenue for the rate year (FY 2025) because he found it a better fit to reflect the downward trend for the industrial class. He made only one modification to adjust for a reduction in kW and kWh projected for three large General Service customers who will or have implemented energy saving programs in the interim year which totaled \$662,413. He did not make any adjustment to revenue from customer charges as there was minimal growth since the last rate docket. Finally, he did not

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<sup>6</sup> Bebyn Test. at 1-4 (Apr. 1, 2024).

<sup>7</sup> *Id.* at 4-6.

make any adjustment to other revenue which includes revenue from street lighting. He projected rate year revenue at current rates to be \$3,135,071.<sup>8</sup>

When calculating expense balances, Mr. Bebyn first eliminated the purchase power related expenses. For rate year salary expense, he increased the known and measurable interim year salaries by 4% to reflect anticipated salary increases. He used a three-year average to increase a number of accounts that varied significantly from year to year resulting in a reduction in the expenses of \$12,009. These accounts are identified on DGB-RY-3. He left other smaller accounts at test year levels also identified on DGB-RY-3. Regarding custodial expense, he increased this account by 10%. He reduced the Administrative Transfer Expense account by \$124,315 to reflect the amount of salary, benefits, and pension contributions being performed that are related to the water division.<sup>9</sup>

Mr. Bebyn increased Outside Services-Legal by \$18,000. He stated that the current three-year average was only \$12,000 which he described as relatively low compared to the three-year average from the previous base rate case which was \$38,000. He also used the amount from the new three-year contract for Outside Services-Auditing. Outside Services-Computer/IT rate year expense reflects the cost of implementing the AMI project. He amortized Rate Case expense over three years resulting in an adjustment of \$33,333 for the rate year. Pascoag's other regulatory filings (i.e., DSM and end-of-year status filings) are handled by Pascoag staff and charged to current operations as incurred.<sup>10</sup>

The Dues and Membership account was estimated to be \$14,000 for the rate year the increase to which Mr. Bebyn noted was due to Pascoag needing to rejoin NEPPA for Safety

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<sup>8</sup> *Id.* at 6-7; Sch. DGB-RY-2, DGB-RY-2a.

<sup>9</sup> *Id.* at 8-10 ; DGB-RY-3, RY-4, DGB-RY-4a, DGB-RY-7.

<sup>10</sup> *Id.* at 11, DGB-RY-11.

Training and Line School. Property Insurance expense was calculated by increasing the interim year by 5% which was the same as the increase from the test to the interim year and then allocating 29% of the expense to the electric division. Mr. Bebyn stated that the 2024 health and dental benefit rates increased by 8% resulting in a rate year expense of \$232,452 of which employees contribute 20% of the cost. He increased the rate year cost for Schools and Seminars noting that financial concerns caused them to be reduced in FY 2022 and FY 2023, but it was necessary to return them to normal levels. Healthcare expense for the Pascoag's Board members totaled \$16,871 for the rate year which is comprised of coverage for one member and a stipend for the other four Board members. The expense for the portion of the employees' defined benefit plan totals \$148,408 for the rate year. Mr. Bebyn identified a funding level of \$381,000 to fund Pascoag's future capital improvements. He also made adjustments for payroll tax and unemployment security.<sup>11</sup>

Mr. Bebyn represented that annual funding for Pascoag's debt service for FY 2025 will be \$112,055. He noted that Pascoag must maintain a 125% coverage on revenue bonds and that the additional 25% amounts to \$28,000 in addition to the principal and interest payments required. He provided that \$5,000 per year will be required for outside Engineering Services and the rate year expense for Tree Trimming is \$196,563.<sup>12</sup>

Mr. Bebyn did not propose any change in rate design stating that it was his opinion that it is prudent to implement a modified across-the-board increase. To calculate rates, he kept all customer service charges and LED street lighting charges at current rates and increased all other demand/distribution rates. The Non-LED lighting charge was increased across the board. The overall impact on a typical residential customer using 500 kWh per month will be an increase of

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<sup>11</sup> *Id.* at 12-14; DGB-RY-4, DGB-RY-4a, DGB-RY-4b, DGB-RY-5, DGB-RY-6, DGB-RY-8, and DGB-RY-9.

<sup>12</sup> *Id.* at 14-15; DGB-RY-10, DGB-RY-12.

4.75 % or a \$4 increase per month from \$88 to \$92. He made one minor change to the Terms and Conditions to update the Discontinuation of Service fees to current costs.<sup>13</sup>

## **II. Division Direct Testimony**

Ralph Smith filed prefiled testimony on behalf of the Division of Public Utilities and Carriers. Mr. Smith recommended adjustments to the proposed revenue requirement presented by Pascoag, recalculated the revenue requirement using the adjustments he recommended, and addressed Pascoag's proposed changes to its Terms and Conditions. He noted Pascoag's last base rate change became effective on January 1, 2022 and that the current proposal seeks an increase of \$444,918 over rate year revenue at current rates. Mr. Smith accepted Pascoag's proposed amount of rate year revenue of \$3,135,071 at current rates.<sup>14</sup>

Mr. Smith agreed with Pascoag's elimination of expenses related to pass-through revenue, those related to power supply and transmission expenses. He made adjustments to the following accounts: 1) Dues and Memberships, 2) Outside-Service Consulting, 3) GNEF, 4) Property Insurance, 5) Schools and Seminars, 6) Hazardous Waste, 7) General Advertising, 8) Miscellaneous General Expense, 9) Donations, and 10) Tree Trimming (Outside Contractor). His adjustments to operating expenses totaled a reduction of \$62,853 to what Pascoag proposed.<sup>15</sup>

Mr. Smith adjusted Dues and Memberships using Pascoag's test year amount of \$5,286, noting that some of the expense was also included in the Schools and Seminars account. He recommended using a two year average for Outside Service Consulting noting that the FY 2021 expense was not representative of recent experience resulting in a reduction to that account of \$4,143. He made a slight, \$251, adjustment to GNEF noting the same amount was recorded in

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<sup>13</sup> Id. at 16-17; DGB-RD-1, DGB-RD-2

<sup>14</sup> Smith Dir. Test. at 4-8 (Oct. 11, 2024).

<sup>15</sup> Id. at 9-10, Sch. RCS-2, p.2.

both FY 2023 and FY 2021. Mr. Smith recalculated Property Insurance using current invoices and noted that evidence revealed this expense is not affected by the rate of inflation, so he did not apply the additional 5 percent increase Pascoag proposed. This reduced the expense by \$10,615. Finding that Pascoag did not demonstrate that a few of the items in this account were necessary for safety and reliability, Mr. Smith reduced the Schools and Seminars account by \$8,500.<sup>16</sup>

Because he observed a decline since 2021 in Hazardous Waste expense, Mr. Smith used the test year amount for the rate year decreasing the proposed amount by \$1,211. He eliminated General Advertising expense in full, finding there were no expenses in either FY 2022 or FY 2023. He recommended using a three-year average for both Miscellaneous General expense and Donations expense amounting reductions of \$16,814 and \$567 respectively. Mr. Smith noted that since Pascoag does not have an existing contract for tree trimming for FY 2025 through FY 2027 he recommended using the estimated amount for FY 2025 resulting in a reduction of \$11,563 to what was originally proposed. He did not recommend any adjustment to Rate Case expense and found the three-year normalization period to be reasonable. He noted that it should be updated at the end of the rate case to determine the actual amount.<sup>17</sup>

Mr. Smith made no adjustments to Pascoag's payroll and benefits, but he recommended that if the utility district is unable to fill vacancies, appropriate adjustments should be made. He found the Company's AMI Upgrade expense to be reasonable and recommended no adjustment. Lastly, he recalculated the Operating Reserve based on the adjustments he made, resulting in an expense of \$51,963.<sup>18</sup>

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<sup>16</sup> *Id.* at 10-13.

<sup>17</sup> *Id.* at 13-17.

<sup>18</sup> *Id.* at 17-20.

Mr. Smith found using a modified across-the-board increase to be reasonable. He calculated a revenue requirement of \$3,516,193. He noted that Pascoag had exempted the monthly customer charge rates and the LED street lighting rates from any monthly increases. He applied a 15.71 percent increase to rates as opposed to the 18.34 percent Pascoag applied to increase rates. He stated that the Division agreed with the proposed change to the Terms and Conditions updating the fees in the Discontinuance of Service section.<sup>19</sup>

### **III. Pascoag Rebuttal Testimony**

On October 28, 2024, Pascoag filed the Rebuttal Testimony of Mr. Bebyn. Mr. Bebyn accepted all of Mr. Smith's adjustments with the exception of those to the Dues and Membership and Schools and Seminars accounts. He corrected Mr. Smith's assumption that the NEPPA expenses listed in Dues and Memberships were the same as those expenses listed in Schools and Seminars, explaining that payment of dues in NEPPA does not eliminate the requirement to pay for Safety training and Line school for the linemen which are expensed in the Schools and Seminar account. Mr. Bebyn reduced the Dues and Memberships expense to \$12,720 which is \$1,280 less than initially proposed.<sup>20</sup>

Mr. Bebyn explained that the rally and conferences listed in Schools and Seminars are important for Pascoag in staying informed and networking with peers and allows it to share information, experiences, and best practices with other like utilities which is beneficial to its ratepayers. He proposed that the \$8,500 reduced by Mr. Smith be restored. Mr. Bebyn recalculated the Operating Reserve based on his rebuttal to be \$52,202.<sup>21</sup>

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<sup>19</sup> *Id.* at 20-22.

<sup>20</sup> Bebyn Rebuttal at 1-3 (Oct. 28, 2024).

<sup>21</sup> *Id.* at 3-4.

#### **IV. Settlement Agreement**

On November 21, 2024, the parties filed a Settlement Agreement, attached hereto as Appendix A. The Settlement Agreement provided for an increase to the revenue requirement of \$384,270 or 4.09% which was \$60,648 less than what was originally proposed. Specifically, the Settlement Agreement outlined the following adjustments made to the original filing. Dues and Memberships were decreased from \$14,000 to \$12,720. Outside Services Consulting were calculated using a two-year average resulting in a downward adjustment of \$4,143 from Pascoag's original request of \$6,940 to \$2,797. Pascoag's \$1,751 request for the Good Neighbor Energy Fund was adjusted downward to \$1,500. After removing the 5% inflation rate adjustment, the parties agreed to an Insurance Expense of \$59,997. The parties agreed to use the test year amount of \$1,798 for Hazardous Waste Expense. Since Pascoag did not have any General Advertising Expense for either FY 2022 or FY 2023, it agreed to the removal of the funding in that account.

Miscellaneous General Expenses were calculated using a three-year average resulting in rate year revenues of \$81,845. The parties agreed to fund the Donations account at \$733 which is \$567 less than Pascoag's original request. The parties agreed to a Tree Trimming Expense that would allow for 925 hours at \$200 per hour of tree trimming by an outside contractor. Regarding Rate Case Expense, the parties agreed to amortize \$61,500 over a three-year period. Lastly, the parties agreed to a modified across-the-board rate design with no increase to either the customer charge rates or LED street lighting rates.

#### **V. Hearing**

On December 18, 2024, the Commission conducted an evidentiary hearing. Appearing for Pascoag were Mr. Guertin, Mr. Bebyn, and Ms. Round. Mr. Bell appeared on behalf of the Division. Mr. Bebyn and Mr. Guertin explained the terms of the Settlement Agreement. Mr. Bell

adopted Mr. Smith's testimony as his own. The witnesses responded to questions from the Commission regarding the terms of the Settlement. Mr. Guertin and Ms. Young both affirmed that the amount of revenue requirement provided for in the Settlement Agreement was sufficient for Pascoag to be able to provide safe and reliable service to its customers. Ms. Young also noted that she will ensure Pascoag's electric customers are not paying for services provided to its water company. Counsel for Pascoag also noted that as of January 1, 2025, the official name of Pascoag Utility District will be Clear River Electric and Water District pursuant to R.I. Gen. Laws § 45-3.2.1 *et seq.*

### **DECISION**

At an Open Meeting held on December 19, 2024, the PUC denied and dismissed Pascoag's General Rate Filing made on April 4, 2024 and unanimously voted to approve the Settlement Agreement filed by Pascoag and the Division on November 21, 2024. The rates set forth in the Settlement Agreement are approved for usage on and after January 1, 2025. The Commission is satisfied that the Settlement Agreement between Pascoag and the Division is fair to and in the best interest of ratepayers and Pascoag.

ACCORDINGLY, it is hereby

(25225) ORDERED:

1. Pascoag Utility District's General Rate Filing made on April 4, 2024 is denied and dismissed.
2. The Settlement Agreement filed by Pascoag Utility District and the Division of Public Utilities and Carriers on November 21, 2024 is approved for usage on and after January 1, 2025.

EFFECTIVE AT WARWICK, RHODE ISLAND ON JANUARY 1, 2025 PURSUANT TO AN OPEN MEETING DECISION ON DECEMBER 19, 2024. WRITTEN ORDER ISSUED ON JANUARY 6, 2025.

PUBLIC UTILITIES COMMISSION



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Ronald T. Gerwatowski, Chairman



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Abigail Anthony, Commissioner

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John C. Revens, Jr., Commissioner\*

\*Commission Revens concurred with the decision at an Open Meeting on December 19, 2024 but was unavailable for signature.

**NOTICE OF RIGHT OF APPEAL:** Pursuant to R.I. Gen. Laws §39-5-1, any person aggrieved by a decision or order of the PUC may, within seven days from the date of the order, petition the Supreme Court for a Writ of Certiorari to review the legality and reasonableness of the decision or order.



6. Pascoag filed testimony and supporting exhibits and schedules by William J. Guertin, Pascoag's General Manager and David Bebyn, C.P.A.
7. Pursuant to the Commission's Rules of Practice and Procedure, the deadline for parties to file motions to intervene was May 28, 2024, and no parties sought to intervene in this Docket.
8. The Division thoroughly examined Pascoag's proposed rate changes.
9. Following its original filing, Pascoag responded to data requests issued by the Commission (One Set, 18 requests) and the Division (One Set, 23 requests). The Division conducted discovery and reviewed Pascoag's responses to Division and Commission requests.
10. On October 11, 2024, the Division filed the direct testimony and schedules of Ralph Smith, CPA, Senior Regulatory Consultant at Larkin & Associates, PLLC.
11. Mr. Smith suggested a revenue decrease for Pascoag in the amount of \$63,796, which was based on a number of proposed adjustments to Pascoag's rate application in the following categories:
  - a. Account 921.030, Dues and Memberships;
  - b. Account 923.004, Outside Services and Consulting;
  - c. Account 923.006, GNEF;
  - d. Account 924.000, Property Insurance;
  - e. Account 926.030, Schools and Seminars;
  - f. Account 930.230, Hazardous Waste;
  - g. Account 930.100, General Advertising;
  - h. Account 930.210, Misc. General Expense;
  - i. Account 930.220, Donations; and
  - j. Account 593.010, Tree Trimming (Outside Contractors)

12. On October 28, 2024, Pascoag filed its rebuttal testimony and schedules.
13. Pascoag accepted certain Division Adjustments:
  - a. Account 923.004, Outside Services and Consulting;
  - b. Account 923.006, GNEF;
  - c. Account 924.000, Property Insurance;
  - d. Account 930.230, Hazardous Waste;
  - e. Account 930.100, General Advertising;
  - f. Account 930.210, Misc. General Expense;
  - g. Account 930.220, Donations; and
  - h. Account 593.010, Tree Trimming (Outside Contractors)
14. Pascoag opposed Division adjustments in the following areas:
  - a. Account 921.030, Dues and Memberships; and
  - b. Account 926.030, Schools and Seminars.
15. In its rebuttal, Pascoag included testimony supporting its position for adjustments to Dues and Memberships and the maintenance of funding for Schools and Seminars at proposed levels.
16. The Division accepted Pascoag's rebuttal adjustments to the Division's filed position, and the parties agreed to update rate case expense to reflect current estimates. This resulted in a an agreed to revenue requirements increase of \$384,270 or 4.09% in rate year revenues (see SETT-1), a decrease of \$60,648 from the requested \$444,918.
17. After due consideration of the testimony, exhibits, data responses, and other documentation, the Parties believe that this settlement constitutes a just and reasonable resolution of the issues in this proceeding, is in the best interest of ratepayers, and jointly request its approval by the Commission.

### III. TERMS OF SETTLEMENT

Incorporated herein and attached hereto as Exhibit 1 are Joint Settlement Schedules SETT-1 through SETT-17, and attached as Exhibit 2 are the new agreed to Tariffs.

The parties agree with the accompanying schedules which reflect the following adjustments to Pascoag's filed request:

A. Dues and Memberships

The Parties agree to reduce the amount for Dues and Memberships from \$14,000 to \$12,720, resulting in a decrease of \$1,280, as shown on schedule SETT-5.

B. Outside Services Consulting

The Parties agree to amend the Outside Services Consulting expense as provided for in schedule SETT-6 by using a two-year average, thereby decreasing the amount from Pascoag's original filing from \$6,940 to \$2,797 resulting in a downward adjustment to the requested rate year revenues of \$4,143.

C. GNEF (Good Neighbor Energy Fund)

The Parties agree to reduce the amount for GNEF from \$1,751 to \$1,500, resulting in a decrease of \$251, as shown on schedule SETT-7.

D. Insurance Expense Adjustment

The Parties agree to remove an inflation rate of 5% proposed by Pascoag in the calculation of the costs of insurance related to the value of property as provided for on Schedule DBG-RY-8. This adjustment decreases the amount for insurance expenses from \$70,612 in Pascoag's original filing to \$59,997, and results in a downward adjustment of \$10,615 to the requested rate year revenues, shown in schedule SETT-8.

E. Hazardous Waste

The Parties agree to use the test year amount of \$1,798 as opposed to three-year average of \$3,009 that Pascoag used in its original filing. Nothing indicates that the test year recorded amount for this account does not represent the current experience. The three-year average includes information from prior years that does not or will not necessarily apply currently or on a go-forward basis. This results in a decrease of \$1,211, as shown on schedule SETT-10.

F. General Advertising

The Parties agree to reduce the amount for General Advertising expense from \$476 to \$0, resulting in a decrease of \$476, as shown on schedule SETT-11. Pascoag did not have any General Advertising expense in FY 2022 or FY 2023 and did not demonstrate that it would need such expense in the Rate Year.

G. Miscellaneous General Expenses

The Parties agree to amend the Miscellaneous General Expense account as provided for in schedule SETT-12 by using a three-year average, thereby decreasing the amount in Pascoag's original filing from \$98,659 to \$81,845 resulting in a downward adjustment to the requested rate year revenues of \$16,814.

H. Donation Expense

The Parties agree to amend the Donation expense as provided for in schedule SETT-13 by using a three-year average, thereby decreasing the amount in Pascoag's original filing from \$1,300 to \$733 resulting in a downward adjustment to the requested rate year revenues of \$567.

I. Tree Trimming (Outside Contractor) Expense

The Parties agree to use the FY 2025 estimate of \$185,000 for contractor related tree trimming expenses. This amount provides for 925 hours of trimming at an hourly cost of \$200 per hour. The adjustment to the requested rate year revenues, reduces Pascoag's proposed expense by \$11,563 as shown in schedule SETT-14.

J. Rate Case Expense

The Parties agree to amortize the rate case expense of \$61,500 over a three-year period, for an annual expense of \$20,500. Updating the rate case expense decreases the annual amount by \$12,833 as shown on SETT-15.

K. Rate Design

The Parties agree to the use of Pascoag's modified across-the-board rate design, which included no increase for the monthly customer charge rates or for LED street lighting rates. The balance of the rate categories would increase by the 15.84%. The rate design revenue proof is provided on schedule SETT-16.

**IV. ADDITIONAL TERMS OF SETTLEMENT**

A. This Settlement Agreement is the product of negotiation and compromise and establishes no principles or precedents. The settlement discussions were conducted with the explicit understanding that all offers of settlement and discussion relating thereto are, and shall be, privileged, shall be without prejudice to the position of any party or participant presenting such offer or participating in any such discussion, and are not to be used in any manner in connection with these or any other proceedings.

B. The terms of this Settlement Agreement shall not be construed as an agreement to any matter of fact or law beyond the terms hereof. By entering into this Settlement Agreement, matters or issues other than those explicitly identified in this agreement have not been settled upon or conceded by any party to this Settlement Agreement, and nothing in this Settlement Agreement shall preclude any party from taking any position in any future proceeding regarding settled or unsettled matters.

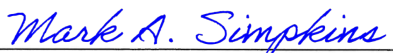
C. The Commission's acceptance of this Settlement shall not in any respect bind the Commission on the merits of any issue in any subsequent rate proceeding.

D. In the event that the Commission (i) rejects this Settlement Agreement, (ii) fails to accept this Settlement Agreement as filed, or (iii) accepts this Settlement Agreement subject to conditions unacceptable to any party hereto, then this Settlement Agreement shall be deemed withdrawn and shall be null and void in all respects.

AS WITNESS WHEREOF, the Parties agree that this Settlement Agreement is reasonable and have caused this document to be executed by their respective representatives, each being fully authorized to do so, on this 21st day of November 2024.

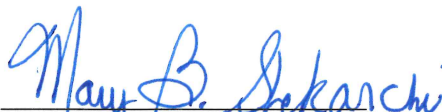
RHODE ISLAND DIVISION OF  
PUBLIC UTILITIES AND CARRIERS

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PASCOAG UTILITY DISTRICT

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**Pascoag Utility District**

**Docket No. 24-14-EL**

**General Rate Filing**

**Settlement Agreement**

**Exhibit 1 – Schedules**

**COST OF SERVICE SUMMARY  
PASCOAG UTILITY DISTRICT**

**Docket No. 24-14-EL  
Schedule SETT-1  
Page 1 of 1**

	Settlement				
	TEST YEAR	ADJUSTMENTS	CURRENT RATES RATE YEAR	REVENUE REQUIREMENT	NEW RATES RATE YEAR
<b>TOTAL REVENUE -- SETT-2</b>	\$ 9,400,261	\$ (6,265,190)	\$ 3,135,071	\$ 384,270	3,519,341
<b>TOTAL EXPENSES -- SETT-3</b>	9,380,817	(5,900,654)	3,467,331	0	3,467,331
<b>NET OPERATING INCOME</b>	\$ 19,444	\$ (364,537)	\$ (332,260)	\$ 384,270	\$ 52,010 <i>er</i>

Percentage increase over TY Revenue (Including Fuel Revenue)      \$ 384,270 / \$ 9,400,261      4.09%

Percentage increase over RY Revenue at Current Rates                      384,270 /                      3,135,071      12.26%

*er* 1.5% of Expenses

	Originally Filed				
	TEST YEAR	ADJUSTMENTS	CURRENT RATES RATE YEAR	REVENUE REQUIREMENT	NEW RATES RATE YEAR
<b>TOTAL REVENUE -- DGB-RY-2</b>	\$ 9,400,261	\$ (6,265,190)	\$ 3,135,071	\$ 444,918	3,579,989
<b>TOTAL EXPENSES -- DGB-RY-3</b>	9,380,817	(5,853,735)	3,527,083	0	3,527,083
<b>NET OPERATING INCOME</b>	\$ 19,444	\$ (411,456)	\$ (392,012)	\$ 444,918	\$ 52,906

Percentage increase over TY Revenue (Including Fuel Revenue)      \$ 444,918 / \$ 9,400,261      4.73%

Percentage increase over RY Revenue at Current Rates                      444,918 /                      3,135,071      14.19%

**COMPARATIVE REVENUES ANALYSIS**  
**PASCOAG UTILITYDISTRICT**

**Docket No. 24-14-EL**  
**Schedule SETT-2**  
**Page 1 of 1**

ACCT. #	BUDGET ACCOUNT DESCRIPTION	Originally Filed RATE YEAR	Settlement Adjustment	Settlement RATE YEAR
<b>REVENUE</b>				
<i>Operating Revenue---Electricity Charges by Customer Class</i>				
401-4401	Residential sales			
401-4421	Commercial sales			
401-4420	Industrial sales			
401-4440	Public street lights			
401-4441	Private street lights			
<i>Total Operating Revenue---Electricity Charges by Custome</i>		0		0
<i>Operating Revenue---Pass Through</i>				
	Transmission	-		-
	Transition	-		-
	Standard Offer			
	PPRFC			
<i>Total Operating Revenue---Pass Through</i>		0		0
<i>Operating Revenue---Electricity Charge by Rate Class</i>				
	Demand/Distribution	2,406,806		2,406,806
	Customer Chg	494,085		494,085
	Public street lights	29,248		29,248
	Private street lights	47,217		47,217
	Power Factor Adjustment	-		-
<i>Total Operating Revenue---Electricity Charge by Rate Cla.</i>		2,977,356		2,977,356
<i>Other Revenue</i>				
405-4190	Interest income	47,617		47,617
405-4220	Penalty interest	25,269		25,269
405-4210	Non-operating income	-		-
408-4510	Misc service revenue	-		-
408-4550	Other revenue/rent	29,364		29,364
408-4560	Other electric revenue	24,845		24,845
408-4570	Gain on sale of assets	30,620		30,620
<i>Total Other Revenue</i>		157,715		157,715
<b>TOTAL REVENUE</b>		<b>\$ 3,135,071</b>		<b>\$ 3,135,071</b>

Notes and Source:

Col. A: Company Schedule DGB-RY-1, page 1 of 1

Col. B: Settlement Schedule SETT-4

**EXPENSE ANALYSIS**  
**PASCOAG UTILITY DISTRICT**

**Docket No. 24-14-EL**  
**Schedule SETT-3**  
**Page 1 of 2**

ACCT. #	BUDGET ACCOUNT DESCRIPTION	ADJUSTED TEST YEAR	ADJUSTMENTS	ADJUSTED RATE YEAR	Settlement Adjustment	Settlement RATE YEAR
		(A)	(B)	(C)	(D)	(E) = (C) + (D)
<b>EXPENSES</b>						
<i>Operating Expense---Power Production</i>						
555.000	Purchased power	\$ 3,667,303	A (\$3,667,303)	\$ -	\$0	\$ -
555.500	Power supply expense	0	A 0	0	0	0
565.000	Transmission	2,595,022	A (2,595,022)	0	0	0
<i>Total Operating Expense---Power Production</i>		6,262,325	(6,262,325)	0	0	0
<i>Operating Expense---Distribution</i>						
593.130	over/short inventory exp	678	C 2,879	3,557	0	3,557
580.000	Operation Supervisor	115,318	B 15,460	130,778	0	130,778
582.000	Operation supply & expense	106,349	B (349)	106,000	0	106,000
586.000	O&M Meter expense	36,092	B 42,634	78,726	0	78,726
588.000	Misc distribution expense	0	B 1,161	1,161	0	1,161
<i>Total Operating Expense---Distribution</i>		258,436	61,786	320,222	0	320,222
<i>Operating Expense---Customer Service</i>						
675.000	Misc. general	0	B 0	0	0	0
902.000	Customer meter reading	19,639	B 5,294	24,933	0	24,933
903.000	Customer record/collection	216,512	B 41,999	258,511	0	258,511
904.000	Uncollectible accounts	21,851	C 2,235	24,086	0	24,086
<i>Total Operating Expense---Customer Service</i>		258,002	49,528	307,530	0	307,530
<i>Operating Expense---Administrative</i>						
920.000	Admin general salaries	497,646	B 26,508	524,154	0	524,154
921.000	Office supplies and expense	100,889	TY 0	100,889	0	100,889
921.010	Custodial expense	14,454	D 3,036	17,490	0	17,490
922.000	Admin expense transfer	(139,692)	E 15,377	(124,315)	0	(124,315)
921.030	Dues and memberships	5,286	J 8,714	14,000	(1,280)	12,720
923.000	Outside Service-legal	10,310	F 7,690	18,000	0	18,000
923.001	Outside Service-auditing	37,550	G 3,450	41,000	0	41,000
923.003	Outside Service-pension	11,330	TY (0)	11,330	0	11,330
923.002	Outside Service-Engineer	0	R 5,000	5,000	0	5,000
923.004	Outside Service-consulting	2,400	C 4,540	6,940	(4,143)	2,797
923.005	Outside Service-computer/IT	130,631	H 10,192	140,823	0	140,823
928.000	Rate Case	14,300	I 33,333	33,333	(12,833)	20,500
923.006	GNEF	1,500	C 251	1,751	(251)	1,500
924.000	Property insurance	64,030	K 6,582	70,612	(10,615)	59,997
925.000	Benefits/injuries & damages	21,760	C (906)	20,854	0	20,854
926.000	Benefits/Flex	0	C 0	0	0	0
926.020	Employee Benefits-health	206,047	L 26,405	232,452	0	232,452
926.030	Schools & seminars	1,535	M 37,356	38,891	0	38,891
926.040	Health Care - Others	16,550	N 321	16,871	0	16,871
926.005	DBP contributions	134,634	O 13,774	148,408	0	148,408
926.060	Employee benefits UHC-HRA	15,324	TY 0	15,324	0	15,324
933.000	Transportation	22,235	TY 0	22,235	0	22,235
999-9999	Defined Benefit adjustment	0	TY 0	0	0	0
<i>Total Operating Expense---Administrative</i>		1,168,719	201,623	1,356,042	(29,122)	1,326,920

<i>Maintenance Expense---Distribution System</i>						
585.000	Maint of street lights	496	B 44	540	0	540
584.000	Underground expense	0	B 0	0	0	0
592.000	Maint of station expense	7,661	B 819	8,480	0	8,480
592.100	Maint of structures	7,592	B 1,148	8,740	0	8,740
593.000	Overhead line expense	493,653	B (4,130)	489,523	0	489,523
593.010	Tree Trimming (Outside contractor)	154,123	S 42,440	196,563	(11,563)	185,000
597.000	Maint of meters	0	B 1,000	1,000	0	1,000
<i>Total Maintenance Expense---Distribution System</i>		663,525	41,320	704,846	(11,563)	693,283

<i>Maintenance Expense---General</i>						
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**EXPENSE ANALYSIS  
PASCOAG UTILITY DISTRICT**

**Docket No. 24-14-EL  
Schedule SETT-3  
Page 2 of 2**

ACCT. #	BUDGET ACCOUNT DESCRIPTION	ADJUSTED TEST YEAR	ADJUSTMENTS	ADJUSTED RATE YEAR	Settlement Adjustment	Settlement RATE YEAR
930.230	Hazardous waste	1,798	C 1,211	3,009	(1,211)	1,798
	Capitalized Labor	2,063	B (2,063)	0	0	0
	Future capital	306,000	T 0	381,000	0	381,000
	Storm Contingency	12,000	T 0	0	0	0
935.000	Maint of plant	53,747	TY 0	53,747	0	53,747
<i>Maintenance Expense---General</i>		375,607	(851)	437,756	(1,211)	436,545
<i>Taxes</i>						
408.000	Taxes - real estate	0	TY 0	0	0	0
408.010	Taxes - employer FICA	108,529	P 5,119	113,648		113,648
408.020	Unemployment security	0	TY 0	0		0
<i>Total Taxes</i>		108,529	5,119	113,648	0	113,648
<i>Depreciation</i>						
403.000	Depreciation	0	TY 0	0	0	0
<i>Total Depreciation</i>						
<i>Other Deductions</i>						
428.000	Amortization of debt acq	0	TY 0	0	0	0
	LTD Principal	91,000	Q 2,000	93,000	0	93,000
505-4270	Interest on LTD	21,489	Q (2,434)	19,055	0	19,055
431.000	Other interest expense	13,216	TY 0	13,216	0	13,216
<i>Total Other Deductions</i>		125,705	(434)	125,271	0	125,271
<i>Misc. General</i>						
930.100	General advertising	0	C 476	476	(476)	0
930.200	Safety expense	17,018	C 1,323	18,341	0	18,341
930.210	Misc. general expense	98,659	TY 0	98,659	(16,814)	81,846
930.220	Donations	1,300	TY 0	1,300	(567)	734
903.010	Billing expense	42,991	TY 0	42,991	0	42,991
930.250	RIGGI Funds Expense	0	TY 0	0	0	0
<i>Total Misc General</i>		159,968	1,799	161,767	(17,856)	143,911
<b>TOTAL EXPENSES</b>		9,380,817	(5,902,435)	3,527,083	(59,752)	3,467,331

**Notes and Source:**

Cols. A-C: Schedule DGB-RY-3 from the Company's filing  
Col. B: Settlement Schedule SETT-4

Line No.	Description	Division Adjustments	Account 921.030, Dues and Membership SETT-5	Account 923.004, Outside Service - Consulting SETT-6	Account 923.006, GNEF SETT-7	Account 924.00, Property Insurance SETT-8	Account 926.030, School and Seminars SETT-9	Account 930.230, Hazardous Waste SETT-10	Account 930.100, General Advertising SETT-11	Account 930.210, General Expense SETT-12	Account 930.220, Donations SETT-13	Account 593.010, Tree Trimming SETT-14	Account 928.000, Rate Case SETT-15
<b>Revenue</b>													
1	Operating Revenue---Electricity Charges by Customer Class	\$ -											
2	Operating Revenue---Pass Through	-											
3	Operating Revenue---Electricity Charge by Rate Class	-											
4	Other Revenue	-											
5	Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Expenses</b>													
<b>Operations and Maintenance Expense</b>													
6	Operating Expense---Power Production	\$ -											
7	Operating Expense---Distribution	-											
8	Operating Expense---Customer Service	-											
9	Operating Expense---Administrative	(29,121)	(1,279)	(4,143)	(251)	(10,615)	-						(12,833)
10	Maintenance Expense---Distribution System	(11,563)										(11,563)	
11	Maintenance Expense---General	(1,211)						(1,211)					
12	Taxes	-											
13	Depreciation	-											
14	Other Deductions	-											
15	Misc. General	(17,857)							(476)	(16,814)	(567)		
16	Total Expenses	\$ (59,752)	\$ (1,279)	\$ (4,143)	\$ (251)	\$ (10,615)	\$ -	\$ (1,211)	\$ (476)	\$ (16,814)	\$ (567)	\$ (11,563)	\$ (12,833)
17	Net Operating Income	\$ 59,752	\$ 1,279	\$ 4,143	\$ 251	\$ 10,615	\$ -	\$ 1,211	\$ 476	\$ 16,814	\$ 567	\$ 11,563	\$ 12,833

<u>Line No</u>	<u>Description</u>	<u>Per Company</u> (A)	<u>Per Settlement</u> (B)	<u>Adjustment</u> (C) = (B) - (A)
1	Adjustment to Dues and Memberships	<u>\$14,000</u>	<u>\$12,720</u>	<u>(\$1,280)</u>

Notes and Source:

Col. A: Company Schedule DGB-RY-3, page 1 of 3

Col. B: Company Schedule DGB-RY-3-Rebuttal, page 1 of 3

<u>Line No</u>	<u>Description</u>	<u>Per Company</u>	<u>Per Settlement</u>	<u>Adjustment</u>
		(A)	(B)	(C) = (B) - (A)
1	FY 2021 Actual	\$ 15,225		
2	FY 2022 Actual	\$ 3,195	\$ 3,195	
3	FY 2023 Actual	\$ 2,400	\$ 2,400	
4	Outside Service - Consulting - Average	<u>\$ 6,940</u>	<u>\$ 2,797</u>	<u>(\$4,143)</u>

Notes and Source:

Col. A: Lines 1-3: Company Schedule DGB-TY-2, page 2 of 4  
 Col. B, Line 4: Division Schedule RCS-5, page 1 of 1  
 Col. B, Line 4: Division is using a 2 year average

<u>Line No</u>	<u>Description</u>	<u>Per Company</u> (A)	<u>Per Settlement</u> (B)	<u>Adjustment</u> (C) = (B) - (A)
1	Adjustment to Acct. 923.006 - GNEF	<u>\$1,751</u>	<u>\$1,500</u>	<u>(\$251)</u>

Notes and Source:

Col. A: Company Schedule DGB-TY-2, page 3 of 4 and Company Schedule DGB-RY-3, page 1 of 3

Col. B: Division Schedule RCS-6, page 1 of 1

Policy	Term	Per Company			Settlement		
		Amount (A)	(B)	Electric (C) = (A) x (B)	Amount (D)	(E)	Electric (F) = (D) x (E)
Excess Liability		\$ 12,276	80%	\$ 9,821	\$ 12,129	80%	\$ 9,703
General Liability		\$ 9,755	80%	\$ 7,804	\$ 8,737	80%	\$ 6,990
Auto Physical Damage		\$ 5,788	80%	\$ 4,630	\$ 5,447	80%	\$ 4,358
Auto Liability		\$ 7,001	80%	\$ 5,601	\$ 6,855	80%	\$ 5,484
Fiduciary		\$ 3,060	80%	\$ 2,448	\$ 2,500	80%	\$ 2,000
Public Officials		\$ 4,352	80%	\$ 3,482	\$ 3,868	80%	\$ 3,094
Premium Credit		\$ (1,662)	80%	\$ (1,330)	\$ (1,922)	80%	\$ (1,538)
Commercial Property		\$ 43,621	29%	\$ 12,650	\$ 41,271	29%	\$ 11,969
Crime		\$ 2,991	80%	\$ 2,393	\$ 2,849	80%	\$ 2,279
Contractor Equip-PERMA		\$ 686	80%	\$ 549	\$ 612	80%	\$ 490
Transportation Bond Starrkweather & Shepley		\$ 525	0%	\$ -	\$ 525	0%	\$ -
Employment Practices/Purma Fees		\$ 9,477	80%	\$ 7,582	\$ 5,645	80%	\$ 4,516
ERISA (3Year Policy Pd in 2020 \$412)		\$ 164	80%	\$ 131	\$ 443	80%	\$ 354
PURMA Fee		\$ 960	80%	\$ 768	\$ 1,173	80%	\$ 938
Cyber Security		\$ 1,300	80%	\$ 1,040	\$ 10,400	80%	\$ 8,320
Annual Dues		\$ 12,100	80%	\$ 9,680	\$ 1,300	80%	\$ 1,040
Interim Year		<u>\$ 112,394</u> **		<u>\$ 67,248</u>	<u>\$ 101,832</u> **		<u>\$ 59,997</u>
Average yearly increase		<u>5%</u>		<u>5%</u>	<u>0%</u>		<u>0%</u>
Rate Year		<u>\$ 118,014</u>		<u>\$ 70,612</u>	<u>\$ 101,832</u>		<u>\$ 59,997</u>

*Per Company 924.000 Property Insurance* \$ 70,612  
*Settlement 924.000 Property Insurance* \$ 59,997  
*Settlement Adjustment* \$ (10,615)

Notes and Source:

Col. A-C: Company Schedule DGB-RY-8  
 Col. D-F: Company response to PUC 1-10

<u>Line No</u>	<u>Description</u>	<u>Per Company</u> (A)	<u>Per Settlement</u> (B)	<u>Adjustment</u> (C) = (B) - (A)
1	Adjustment to Schools and Seminars	<u>\$38,891</u>	<u>\$38,891</u>	<u>\$0</u>

Notes and Source:

Col. A: Company Schedule DGB-RY-3, page 1 of 3

Col. B: Company Schedule DGB-RY-3, page 1 of 3 and Company Schedule DGB-RY-3-Rebuttal, page 1 of 2

<u>Line No</u>	<u>Description</u>	<u>Per Company</u> (A)	<u>Per Settlement</u> (B)	<u>Adjustment</u> (C) = (B) - (A)
1	Adjustment to Hazardous Waste Expense	<u>\$3,009</u>	<u>\$1,798</u>	<u>(\$1,211)</u>

Notes and Source:

Col. A: Company Schedule DGB-TY-2, page 3 of 4 and Company Schedule DGB-RY-3, page 2 of 3

Col. B: Division Schedule RCS-9, page 1 of 1

<u>Line No</u>	<u>Description</u>	<u>Per Company</u> (A)	<u>Per Settlement</u> (B)	<u>Adjustment</u> (C) = (B) - (A)
1	Adjustment to General Advertising Expense	<u>\$476</u>	<u>\$0</u>	<u>(\$476)</u>

Notes and Source:

Col. A: Company Schedule DGB-TY-2, page 4 of 4 and Company Schedule DGB-RY-3, page 2 of 3

Col. B: Division Schedule RCS-10, page 1 of 1

Pascoag Utility District  
Account 930.210, Misc. General Expense  
Rate Year Ended December 31, 2025

**Docket No. 24-14-EL**  
**Schedule SETT-12**  
**Page 1 of 1**

<u>Line No</u>	<u>Description</u>	<u>Per Company</u> (A)	<u>Per Settlement</u> (B)	<u>Adjustment</u> (C) = (B) - (A)
1	Adjustment to Misc. General Expense	<u>\$98,659</u>	<u>\$81,845</u>	<u>(\$16,814)</u>

Notes and Source:

Col. A: Company Schedule DGB-TY-2, page 4 of 4 and Company Schedule DGB-RY-3, page 2 of 3

Col. B: Division Schedule RCS-11, page 1 of 1

<u>Line No</u>	<u>Description</u>	<u>Per Company</u> (A)	<u>Per Settlement</u> (B)	<u>Adjustment</u> (C) = (B) - (A)
1	Adjustment to Donation Expense	<u>\$1,300</u>	<u>\$733</u>	<u>(\$567)</u>

Notes and Source:

Col. A: Company Schedule DGB-TY-2, page 4 of 4 and Company Schedule DGB-RY-3, page 2 of 3

Col. B: Division Schedule RCS-12, page 1 of 1

Pascoag Utility District  
Account 593.010, Tree Trimming  
Rate Year Ended December 31, 2025

**Docket No. 24-14-EL**  
**Schedule SETT-14**  
**Page 1 of 1**

<u>Line No</u>	<u>Description</u>	<u>Per Company</u> (A)	<u>Per Settlement</u> (B)	<u>Adjustment</u> (C) = (B) - (A)
1	Adjustment to Tree Trimming Expense	<u>\$196,563</u>	<u>\$185,000</u>	<u>(\$11,563)</u>

Notes and Source:

Col. A: Company Schedule DGB-RY-10 and Company Schedule DGB-RY-3, page 2 of 3

Col. B: Division Schedule RCS-13, page 1 of 1

<u>Line No</u>	<u>Description</u>	<u>Per Company</u> (A)	<u>Per Settlement</u> (B)	<u>Adjustment</u> (C) = (B) - (A)
1	Adjustment to rate case expense	<u>\$33,333</u>	<u>\$20,500</u>	<u>(\$12,833)</u>
	Estimated Cost	\$100,000	\$61,500	
	amortization period	<u>3 years</u>	<u>3 years</u>	
		<u>\$33,333</u>	<u>\$20,500</u>	

Notes and Source:

Col. A: Company Schedule DGB-RY-10 and Company Schedule DGB-RY-3, page 2 of 3  
 Col. B: updated with est at 11/19/24

Rate Design - Proof  
 Rate Year Ended December 31, 2025

	Count or Usage	Current	15.844%	Proposed Rate	Current Revenue	Revenue at New Rates	Pascoag Dollar Increase/(Decrease)	Pascoag Percent Increase/(Decrease)
<b><i>Demand/Distribution Rates</i></b>								
Residential (A) - per kWh	34,864,167	\$ 0.04558	116%	\$ 0.05280	\$ 1,589,109	\$ 1,840,881	\$ 251,772	15.84%
Commercial (B) - kWh	3,184,648	\$ 0.04876	116%	\$ 0.05649	\$ 155,283	\$ 179,886	\$ 24,602	15.84%
			116%				\$ -	
General Service MLCFR - per kWh	23,919	\$ 0.13185	116%	\$ 0.15274	\$ 3,154	\$ 3,653	\$ 500	
General Service MLCFR - per kW	177	\$ 5.96	116%	\$ 6.90	\$ 1,055	\$ 1,222	\$ 167	15.84%
General Service <200 KW - per kWh	8,168,631	\$ 0.02428	116%	\$ 0.02813	\$ 198,334	\$ 229,758	\$ 31,423	15.84%
General Service <200 KW - per kW	32,841	\$ 5.11	116%	\$ 5.92	\$ 167,818	\$ 194,406	\$ 26,588	
General Service >200 KW	22,622	\$ 12.91	116%	\$ 14.96	\$ 292,050	\$ 338,321	\$ 46,271	15.84%
					\$ 2,406,803	\$ 2,788,127	\$ 381,324	
<b><i>Customer Charge (per month rate)</i></b>								
			0	Hold to Current				
Residential (A)	52,332	\$ 6.00	100%	\$ 6.00	\$ 313,992	\$ 313,992	\$ -	0.00%
Commercial (B)	6,504	\$ 15.00	100%	\$ 15.00	\$ 97,560	\$ 97,560	\$ -	0.00%
General Service MLCFR - per kW	24	\$ 112.75	100%	\$ 112.75	\$ 2,706	\$ 2,706	\$ -	0.00%
General Service <200 KW - per kWh	636	\$ 112.75	100%	\$ 112.75	\$ 71,709	\$ 71,709	\$ -	0.00%
General Service >200 KW	72	\$ 112.75	100%	\$ 112.75	\$ 8,118	\$ 8,118	\$ -	0.00%
					\$ 494,085	\$ 494,085	\$ -	
<b><i>Street Lighting (per month rate)</i></b>								
			16%	Increase Non-LED by Overall Increase		LED by Overall Increase		
175 Watt Mercury	120	\$ 9.84	116%	\$ 11.40	\$ 1,181	\$ 1,368	\$ 187	15.84%
	-		116%	\$ -			\$ -	
50 Watt Sodium	480	\$ 5.32	116%	\$ 6.16	\$ 2,554	\$ 2,958	\$ 405	15.84%
70 Watt Sodium	180	\$ 6.04	116%	\$ 7.00	\$ 1,087	\$ 1,259	\$ 172	15.84%
100 Watt Sodium	12	\$ 7.40	116%	\$ 8.57	\$ 89	\$ 103	\$ 14	15.84%
150 Watt Sodium	96	\$ 9.45	116%	\$ 10.95	\$ 907	\$ 1,051	\$ 144	15.84%
250 Watt Sodium	504	\$ 12.74	116%	\$ 14.76	\$ 6,421	\$ 7,438	\$ 1,017	15.84%
400 Watt Sodium	348	\$ 18.29	116%	\$ 21.19	\$ 6,365	\$ 7,373	\$ 1,008	15.84%
	-		0%	Hold LED Street Lighting to Current		Hold LED to Current		
25W LED/ 2,188 Lumens	9,816	\$ 2.87	100%	\$ 2.87	\$ 28,172	\$ 28,172	\$ -	0.00%
50W LED/ 3,956 Lumens	2,328	\$ 3.71	100%	\$ 3.71	\$ 8,637	\$ 8,637	\$ -	0.00%
120W LED/ 11,730 Lumens	1,212	\$ 8.13	100%	\$ 8.13	\$ 9,854	\$ 9,854	\$ -	0.00%
240W LED/ 22,797 Lumens	564	\$ 12.73	100%	\$ 12.73	\$ 7,180	\$ 7,180	\$ -	0.00%
73W LED Decroitive with pole	468	\$ 8.59	100%	\$ 8.59	\$ 4,020	\$ 4,020	\$ -	0.00%
					\$ 76,466	\$ 79,413	\$ 2,947	
Power Factor Adjustment					\$ -	\$ -	\$ -	
Total Rates and Charges					\$ 2,977,353	\$ 3,361,625	\$ 384,272	
Total Other Revenue (Schedule SETT-2)					\$ 157,715	\$ 157,715	\$ -	
TOTAL REVENUE					\$ 3,135,068	\$ 3,519,340	\$ 384,272	
				Total exp	3,467,331	3,467,331		
				Net Operating Reserve	52,010	52,010		
					3,519,341	3,519,341		
					\$ (384,273)	\$ (1)		

Rate Payer Impact  
 Rate Year Ended December 31, 2025

	Usage (kWh)	Usage (kW)	Current Revenue	Proposed Revenue	Dollar Increase	% Increase
<b>Residential (A)</b>						
	300		\$ 55.25	\$ 57.41	\$ 2	3.92%
	500		\$ 88.08	\$ 91.69	\$ 4	4.10%
	1000		\$ 170.15	\$ 177.37	\$ 7	4.24%
	2,000		\$ 334.30	\$ 348.75	\$ 14	4.32%
<b>Commercial (B)</b>						
	500		\$ 98.67	\$ 102.53	\$ 4	3.91%
	800		\$ 148.86	\$ 155.05	\$ 6	4.15%
	1000		\$ 182.33	\$ 190.06	\$ 8	4.24%
	3,000		\$ 516.99	\$ 540.17	\$ 23	4.48%
	5,000		\$ 851.66	\$ 890.28	\$ 39	4.54%
<b>General Service &lt;200 KW</b>						
		18	\$ 1,076.69	\$ 1,114.75	\$ 38	3.53%
	6,104					
		53	\$ 2,659.62	\$ 2,763.83	\$ 104	3.92%
	15,933					
		105	\$ 5,675.80	\$ 5,896.17	\$ 220	3.88%
	35,187					
<b>General Service &gt;200 KW</b>						
		350	\$ 24,195.47	\$ 24,911.36	\$ 716	2.96%
	165,000					
		620	\$ 34,202.57	\$ 35,470.72	\$ 1,268	3.71%
	220,000					
			(A)	*		
		Percentage increz	\$ 384,273 /	\$ 9,400,261		<u>4.09%</u>
		Percentage increz	384,273 /	3,135,071		<u>12.26%</u>

Notes and Source:  
 \* Schedule SETT-1

**Pascoag Utility District**

**Docket No. 24-14-EL**

**General Rate Filing**

**Settlement Agreement**

**Exhibit 2 – Tariffs**

RESIDENTIAL SERVICE RATE

1. DESIGNATION: A

2. APPLICABLE TO:

This rate is available for domestic uses in an individual residence or an individual apartment.

3. CHARACTER OF SERVICE:

120-240 volts, 3 wire, single phase

4. RATE SCHEDULE:

Customer Charge per month:	\$6.00
Distribution Access Charge per kWh - all kWh :	\$0.05280

5. TRANSMISSION COST:

There shall be included a surcharge representative of the transmission cost to this Department. The terms of this surcharge are provided in the transmission tariff and shall apply to all kilowatt-hours consumed on this rate.

6. LAST RESORT SERVICE, ALSO KNOW AS POWER SUPPLY SERVICE:

There shall be included a surcharge representative of the Power Supply Service Rate to this Department. The terms of this surcharge are provided in the Power Supply Service tariff and shall apply to all kilowatt-hours consumed on this rate.

7. PAYMENT OF BILL:

All bills are net and payable within 15 days from date of billing. After 30 days, a 1 ½% monthly interest charge will be applied against all outstanding past due balances.

8. TERMS AND CONDITIONS:

The District's Terms and Conditions, where not inconsistent with any specific provision hereto, are a part of this rate.

Filing Date: April 5, 2024

Effective Date January 1, 2025

GENERAL SERVICE -  
MUNICIPAL LOW CAPACITY FACTOR RATE

1. DESIGNATION: M

2. APPLICABLE TO:

This rate is available to all Town of Burrillville municipal buildings whose utilization factor (or capacity factor) is less than 10% on an annual basis and whose peak load in kW does not normally coincide with Pascoag Utility District's annual or seasonal peak load.

3. CHARACTER OF SERVICE:

120- 208 volts, 4 wire, three phase, 60 cps.

277- 480 volts, 4 wire, three phase, 60 cps.

120- 240 volts, 3 wire, single phase, 60 cps.

120- 240 volts, 4 wire, three phase, 60 cps.

4. RATE SCHEDULE:

MONTHLY ENERGY CHARGE

Customer Charge per month:	\$112.75
Distribution Access Charge per kWh - All kWh:	\$ 0.15274

MONTHLY DEMAND CHARGE, per KW

All KW	\$6.90
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5. POWER FACTOR ADJUSTMENT:

The customer shall maintain a power factor of 90 percent, determined by permanently installed meters or periodic tests. A customer shall install corrective equipment, at customer's expense, to maintain a 90 percent power factor. If a customer's power factor shall fall below 90 percent during any billing period, the customer shall be charged a surcharge as determined by the Department.

6. TRANSMISSION COST:

There shall be included a surcharge representative of the transmission cost to this Department. The terms of this surcharge are provided in the transmission tariff and shall apply to all kilowatt-hours consumed on this rate.

7. LAST RESORT SERVICE, ALSO KNOWN AS POWER SUPPLY SERVICE:

There shall be included a surcharge representative of the Power Supply Service Rate. The terms of this surcharge are provided in the Power Supply Service tariff and shall apply to all kilowatt-hours consumed on this rate.

8. PAYMENT OF BILL:

All bills are due and payable within 15 days from date of billing. After 30 days, a 1<sup>1/2</sup> % monthly interest charge will be applied against all outstanding past due balances.

9. TERMS AND CONDITIONS:

The Department's terms and conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

Filing Date: April 5, 2024

Effective Date: January 1, 2025

COMMERCIAL

1. DESIGNATION: B

2. APPLICABLE TO:

This rate is available to all commercial and industrial customers whose monthly metered demand does not exceed 15 KW.

3. CHARACTER OF SERVICE:

120-240 volts, 3 wire, single phase, 60 cps.

120-208 volts, 4 wire, three phase, 60 cps.

120-240 volts, 4 wire, three phase, 60 cps.

4. RATE SCHEDULE:

Customer Charge, per month: \$15.00

Distribution Access Charge per kWh - all kWh : \$0.05649

5. TRANSMISSION COST:

There shall be included a surcharge representative of the transmission cost to this Department. The terms of this surcharge are provided in the transmission tariff and shall apply to all kilowatt-hours consumed on this rate.

6. LAST RESORT SERVICE, ALSO KNOWN AS POWER SUPPLY:

There shall be included a surcharge representative of the Power Supply Service to this Department. The terms of this surcharge are provided in the Power Supply Service tariff and shall apply to all kilowatt-hours consumed on this rate.

7. PAYMENT OF BILL:

All bills are net and payable within 15 days from date of billing. After 30 days, a 1 ½% monthly interest charge will be applied against all outstanding past due balances.

8. TERMS AND CONDITIONS:

The District's Terms and Conditions, where not inconsistent with any specific provisions hereof, are a part of this rate.

Filing Date: April 5, 2024

Effective Date: January 1, 2025

GENERAL SERVICE <200KW

1. DESIGNATION: C

2. APPLICABLE TO:

This rate is available to all commercial and industrial customers whose monthly metered demand runs between 15 KW and 200 KW .

3. CHARACTER FO SERVICE:

120- 208 volts, 4 wire, three phase, 60 cps.

277- 480 volts, 4 wire, three phase, 60 cps.

120- 240 volts, 3 wire, single phase, 60 cps.

120- 240 volts, 4 wire, three phase, 60 cps.

4. RATE SCHEDULE:

MONTHLY ENERGY CHARGE

Customer Charge per month:	\$112.75
Distribution Access Charge per kWh - All kWh :	\$ 0.02813

MONTHLY DEMAND CHARGE, per KW

All KW	\$5.92
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5. POWER FACTOR ADJUSTMENT:

The customer shall maintain a power factor of 90 percent, determined by permanently installed meters or periodic tests. A customer shall install corrective equipment, at customer's expense, to maintain a 90 percent power factor. If a customer's power factor shall fall below 90 percent during any billing period, the customer shall be charged a surcharge as determined by the Department.

6. TRANSMISSION COST:

There shall be included a surcharge representative of the transmission cost to this Department. The terms of this surcharge are provided in the transmission tariff and shall apply to all kilowatt-hours consumed on this rate.

7. LAST RESORT SERVICE, ALSO KNOWN AS POWER SUPPLY SERVICE:

There shall be included a surcharge representative of the Power Supply Service. The terms of this surcharge are provided in the Power Supply Service tariff and shall apply to all kilowatt-hours consumed on this rate.

8. PAYMENT OF BILL:

All bills are due and payable within 15 days from date of billing. After 30 days, a 1½% monthly interest charge will be applied against all outstanding past due balances.

9 TERMS AND CONDITIONS:

The Department's terms and conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

10. DEMAND CHARGE:

As previously stated, this rate shall apply to all customers achieving a demand of 15 kw or higher, in any 15 minute period. The customer's highest demand recorded will serve as the minimum billing basis for their demand charge for the ensuing eleven (11) month period, unless and until a higher kw of demand is recorded. That new demand or any ensuing higher demands will be the basis for billing during the eleven (11) months following said reading, notwithstanding the fact that the customer's use may be seasonal or intermittent. Additionally, any such seasonal or intermittent customer is obligated to pay any and all accrued demand charges prior to the customer-requested resumption of service with twelve (12) months of the date of termination of the service.

Filing Date: April 5, 2024

Effective Date: January 1, 2025

GENERAL SERVICE >200KW

1. DESIGNATION: D

2. APPLICABLE TO:

This rate is available to all commercial and industrial customers whose monthly metered demand exceeds 200 KW.

3. CHARACTER OF SERVICE:

120- 208 volts, 4 wire, three phase, 60 cps.

277- 480 volts, 4 wire, three phase, 60 cps.

120- 240 volts, 3 wire, single phase, 60 cps.

120- 240 volts, 4 wire, three phase, 60 cps.

4. RATE SCHEDULE:

MONTHLY ENERGY CHARGE

Customer Charge per month: \$112.75

Distribution Access Charge per kWh - All kWh : \$ 0.00

MONTHLY DEMAND CHARGE, per KW

All KW \$14.96

5. POWER FACTOR ADJUSTMENT:

The customer shall maintain a power factor of 90 percent, determined by permanently installed meters or periodic tests. A customer shall install corrective equipment, at customer's expense, to maintain a 90 percent power factor. If a customer's power factor shall fall below 90 percent during any billing period, the customer shall be charged a surcharge as determined by the Department.

6. TRANSMISSION COST:

There shall be included a surcharge representative of the transmission cost to this Department. The terms of this surcharge are provided in the transmission tariff and shall apply to all kilowatt-hours consumed on this rate.

7. LAST RESORT SERVICE, ALSO KNOWN AS POWER SUPPLY SERVICE:

There shall be included a surcharge representative of the Power Supply Service. The terms of this surcharge are provided in the Power Supply Service tariff and shall apply to all kilowatt-hours consumed on this rate.

8. PAYMENT OF BILL:

All bills are due and payable within 15 days from date of billing. After 30 days, a 1½% monthly interest charge will be applied against all outstanding past due balances.

9 TERMS AND CONDITIONS:

The Department's terms and conditions in effect from time to time, where not inconsistent with any specific provisions hereof, are a part of this rate.

10. DEMAND CHARGE:

As previously stated, this rate shall apply to all customers achieving a demand of 15 kw or higher, in any 15 minute period. The customer's highest demand recorded will serve as the minimum billing basis for their demand charge for the ensuing eleven (11) month period, unless and until a higher kw of demand is recorded. That new demand or any ensuing higher demands will be the basis for billing during the eleven (11) months following said reading, notwithstanding the fact that the customer's use may be seasonal or intermittent. Additionally, any such seasonal or intermittent customer is obligated to pay any and all accrued demand charges prior to the customer-requested resumption of service with twelve (12) months of the date of termination of the service.

Filing Date: April 5, 2024

Effective Date: January 1, 2025

PUBLIC AND PRIVATE LIGHTING RATE

<b>Lamp Size</b>	<b>Monthly Rate</b>	<b>Annual Rate</b>
Mercury:		
175 Watt	\$11.40	\$136.80
Sodium:		
50 Watt	\$6.16	\$73.92
70 Watt	\$7.00	\$84.00
100 Watt	\$8.57	\$102.84
84		
150 Watt	\$10.95	\$131.40
250 Watt	\$14.76	\$177.12
400 Watt	\$21.19	\$254.28
LED:		
25W LED/2111 Lumens	\$2.87	\$34.44
50 W LED/ 3816 Lumens	\$3.71	\$44.52
120 W LED Flood/ 11,730	\$8.13	\$97.56
240 W LED Flood/ 22,797	\$12.73	\$152.76
73 W LED Decorative/5,962	\$8.59	\$103.08

The rates, as specified above, are applicable to all streetlights within the District’s Electric Department service territory for both public and private lights.

The rate for the 175-watt mercury vapor street light is applicable only to such lights currently in service, since such a fixture is no longer offered to customers.

The total cost for public street lighting, in service, in the service territory within the Village of Harrisville, will be assessed to the Harrisville Fire District.

The total cost for public street lighting, in service, in the service territory within the Village of Pascoag, will be assessed to all classes of electric customers equally. Rhode Island sales tax will be charged where applicable.

The methodology utilized to determine the amount billed monthly to the customers in the Village of Pascoag will be as follows:

Number of Public Street Lights multiplied by the applicable rate per light, as stated herein, divided by the number of customers.

In all cases, both Public and Private lighting assessments will include energy and maintenance.

The Pascoag Utility District will be responsible for the location, size, style and number of fixtures within the Village of Pascoag.

The Harrisville Fire District will be responsible for the location, size, style and number of fixtures within the Village of Harrisville.

Filing Date: April 5, 2024  
 Effective Date: January 1, 2025

**PASCOAG UTILITY DISTRICT**  
**TERMS AND CONDITIONS FOR ELECTRIC SERVICE**

The following Terms and Conditions, where not inconsistent with the rates are a part of all rates. The provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others (the Customer) who obtain local distribution service from the Pascoag Utility District (the Company). All policies, standards, specifications, and documents referred to herein have been filed with the Rhode Island Public Utilities Commission (Commission) and Division, and such documents and any revisions have been filed at least 30 days before becoming effective. Compliance by the Customer is a condition precedent to the initial and continuing delivery of electricity by the Company.

Service Connection

1. The Customer shall wire up to the point designated by the Company, at which point the Company will connect its facilities. The Customer's facilities shall comply with any reasonable construction and equipment standards required by the Company for safe, reliable, and cost efficient service as such is specified in the Company document "Electric Service Handbook" and as required by all federal state and local codes. For a service connection meeting Company requirements, the Company may also permit this connection to be made by a licensed electrician in good standing with the authority having jurisdiction, as required by applicable law, provided, however, that the Company gives no warranty to the Customer, express or implied, as to the knowledge, training, reliability, honesty, fitness, or performance of any electrician and the Company shall not be liable for any damages or injuries caused by any electrician who may be used for such purpose.

Application for Service

2. Application for new service or alteration to an existing service should be made as far in advance as possible to assure time for engineering, ordering of material, and construction. Upon the Company's reasonable request, the Customer shall provide to the Company all data and plans reasonably needed to process this application.

Line Extensions [Overhead (OH) & Underground (UG)]

3. The Company shall construct or install overhead or underground distribution facilities or other equipment determined by the Company to be appropriate as specified in the Electric Service Handbook. Whenever it is necessary to provide service and a Customer requests the Company to extend or install poles, distribution lines or other service equipment to the Customer's home, premises or facility in order to supply service, the Company will furnish the necessary poles, wires, or equipment in accordance with the Company's Electric Service Handbook. Except as provided in the Electric Service Handbook, all such equipment, poles, and wires shall remain the property of the Company and be maintained by it in accordance with the Electric Service Handbook. To the extent that any Company property needs to be located on private property, the

Company will require the Customer to provide a permanent easement.

#### Attachments

4. Any individual or organization who requests an attachment to distribution facilities, utility poles, or span between such poles, shall comply with the Company's specifications and policies governing the type of construction, metering, attachment fees, easements, permissions and electrical inspections required.

#### Outside Basic Local Distribution Services

5. Customers requesting the Company to arrange for Customer facility outages or additional maintenance or construction not normally part of basic local distribution service will be notified in a reasonable timely manner by the Company as to when and if such work is able to be performed and also that the Customer shall be required to pay the Company's costs of reasonably meeting the request.

#### Acquisition of Necessary Permits

6. The Company shall make, or cause to be made, application for any necessary street permits, and shall not be required to supply service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained all permits or certificates, except street permits, necessary to give the Company or its agents' access to the Customer's equipment and to enable its conductors to be connected with the Customer's equipment.

#### Service to "Out-Building"

7. The Company shall not be required to install service or meter for a garage, barn or other out-building, so located that it may be supplied with electricity through a service and meter in the main building.

#### Customer Furnished Equipment

8. The Customer shall furnish and install upon its premises such service conductors, service equipment, including circuit breaker if used, and meter mounting device as shall conform with specifications issued from time to time by the Company, and the Company will seal such service equipment and meter mounting device, and adjust, set and seal such circuit breaker, and such seals shall not be broken and such adjustments or settings shall not be changed or in any way interfered with by the Customer.

The Customer shall furnish and maintain, at no cost to the Company, the necessary space, housing, fencing, and foundations for all equipment that is installed on its premises in order to supply the Customer with local distribution service, whether such equipment is furnished by the Customer or the Company. Such space, housing, fencing, and foundations shall be in conformity with the Company's specifications and subject to its approval.

Up-Keep of Customer Equipment

9. The Customer's wiring, piping, apparatus and equipment shall, at all times, conform to the requirements of any legally constituted authorities and to those of the Company, and the Customer shall keep such wiring, piping, apparatus and equipment in proper repair.

Installation of Meters

10. Meters of either the indoor or outdoor type shall be installed by the Company at locations to be designated by the Company. The Company may at any time change any meter installed by it. The Company may also change the location of any meter or change from an indoor type to an outdoor type, provided that the cost of the change shall be borne by the Company except when such change is pursuant to the provisions of Paragraph 11. Upon the reading of the Company's meter all bills shall be computed. If more than one meter is installed, unless it is installed at the Company's option, the monthly charge for local distribution service delivered through each meter shall be computed separately under the applicable rates. If a meter fails to register properly, electricity used during the period of such failure will be determined from any pertinent information known by the Company, such as by estimation determined on the basis of previous or subsequent use, at the option of the Company.

Unauthorized and Unmetered Use

11. Whenever the Company determines that, unauthorized, unmetered use or service tampering is being made on the premises of a Customer and is causing a loss of revenue to the Company, the Company may, at the Customer's expense, make such changes in the location of its meters, appliance and equipment on said premises as will, in the opinion of the Company, prevent such unauthorized and unmetered use from being made.

Definition of Month

12. Whenever reference is made to "month" in connection with electricity delivered or payments to be made, it shall mean the period between two successive regular monthly meter readings or estimated meter readings, the second of which occurs in the month to which reference is made.

If the Company is unable to read the meter when scheduled, the necessary billing determinants may be estimated. Bills may be rendered on such estimated basis and will be payable as so rendered.

Payment Due Date -- Interest Charge

13. All bills shall be due and payable upon receipt. Bills rendered to Customers, other than individually metered residential Customers, on which payment has not been received by the required date as shown on the bill, shall bear interest, at the rate of 1.5% per month on any unpaid

balance, including any outstanding interest charges, from the date of receipt until the date of payment. Bills disputed in good faith by a Customer will not be subject to the late payment charge until after the dispute is resolved.

#### Returned Check Fee

14. A fee equal to the District's costs shall be charged to the Customer for each check presented to the Company that is not honored by the financial institution. This fee shall be applicable only where the check has been dishonored after being deposited.

#### Deposit and Security

15. The Company may require a cash deposit or other collateral satisfactory to it as security for prompt payment of the Customer's indebtedness to the Company, as in accordance with RIPUC rules and regulations. Interest at the rate as in effect from time to time shall be applied to the Customer's account annually by the Company on all deposits held six months or more until refunded or applied. The interest rate in effect in any year shall be the average rate over the prior calendar year for 10-year constant maturity treasury bonds, as reported by the Federal Reserve Bank. The rate shall be adjusted annually on March 1<sup>st</sup>.

#### Payments for Line Extensions

16. The Company may require a Customer to pay for all or a portion of the cost of extending or installing poles, distribution lines, or equipment to the Customer's home, premises or facility, consistent with the terms of the Company's Electric Service Handbook.

#### Determining Customer's Demand

17. A Customer Demand component shall apply to all Customers achieving a demand of 15 kW or higher, in any 15 minute. The Customer's highest demand recorded will serve as the minimum billing basis for their demand charge for the ensuing eleven (11) month period, unless and until a higher kW of demand is recorded period except for customers on the Municipal Low Capacity Factor Rate (MLCFR), where the billing demand is not subject to a ratchet. That new demand or any ensuing higher demands will be the basis for billing during the eleven (11) months following said reading, notwithstanding the fact that the Customer's use may be seasonal or intermittent. Additionally, any such seasonal or intermittent Customer is obligated to pay any and all accrued demand charges prior to the Customer-requested resumption of service within twelve (12) months of the date of termination of service.

#### Customer Changing Rates

18. The Customer may change from the rate under which he is purchasing electricity to any other

rate applicable to a class of service which he is receiving. Any change, however, shall not be retroactive, nor reduce, eliminate or modify any contract period, provision or guarantee made in respect to any line extension or other special condition. Nor shall such change cause such service to be billed at any rate for a period less than that specified in such rate except during the first year of electric service to any Customer. A Customer having changed from one rate to another may not again change within twelve months or within any longer contract period specified in the rate under which he is receiving electric service.

#### Discontinuance of Service

19. Subject to the Rules and Regulations of the Commission, the Company shall have the right to discontinue its service upon due notice and to remove its property from the premises in case the Customer fails to pay any bill due the Company for such service, or fails to perform any of its obligations to the Company. For restoration of service after such discontinuance, a reconnection charge shall be billed to the Customer as follows: A reconnection during normal office hours is \$44, reconnection made after normal office hours is \$111. Should the reconnection need to be done at the pole, during normal office hours the fee is \$83 and after normal office hours it is \$214.

#### Right of Access

20. The Company shall have the right of access to the Customer's premises at all reasonable times for the purpose of examining, reading or removing the Company's meters, and other appliances and equipment. During emergency conditions, the Company shall have the right of access to the Customer's premises at all hours of the day to make conditions safe and/or to restore service.

#### Safeguarding Company Equipment

21. The Customer shall not permit access for any purpose whatsoever, except by authorized employees of the Company, to the meter or other appliances and equipment of the Company, or interfere with the same, and shall provide for their safe keeping. In case of loss or damage of the Company's property, the Customer shall pay to the Company the value of such property or the cost of making good the same.

#### Temporary Service

22. A temporary connection is local distribution service which does not continue for a sufficient period to yield the Company adequate revenue at its regular local distribution service rates to justify the expenditures necessary to provide such a connection. The Company may require a Customer requesting a temporary connection to pay the full amount of the estimated cost of installing and removing the requested connection, less estimated salvage value, in advance of the installation of the connection by the Company. In addition, the Customer shall pay the applicable regular local distribution service and power supply and transmission service rates. The Customer shall build or cause to be built the temporary service in accordance with the standards set forth

in the Pascoag Utility District Information and Requirements Electric Service Handbook.

Limitation of Liability for Service Problems

23. The Company shall not be liable for any damage to equipment or facilities using electricity which damage is a result of Service Problems, or any economic losses which are a consequence of Service Problems. For purposes of this paragraph, the term "Service Problems" means any service interruption, power outage, voltage or amperage, fluctuations, discontinuance of service, reversal of its service, or irregular service caused by accident, labor difficulties, condition of fuel supply or equipment, federal or state agency order, failure to receive any electricity for which the Company has contracted, or any other causes beyond the Company's immediate control.

The Company shall not be liable for damage to the person or property of the Customer or any other persons resulting from the use of electricity or the presence of the Company's appliances and equipment on the Customer's premises.

Limitation on Use of Electricity - Auxiliary & Temporary Local Distribution Service

24. Local distribution service supplied by the Company shall not be used to supplement or relay, or as standby or back up to any other electrical source or service unless the Customer shall make such guarantees with respect to the payment for such local distribution service as shall be just and reasonable in each case. Where such local distribution service is supplied, the Customer shall not operate its generation in parallel with the Company's system without the consent of the Company, and then only under such conditions as the Company may specify from time to time.

Company Right to Place Facilities on Customer Property

25. The Company has the right to place on a Customer's property facilities to provide and meter electric service to the Customer.

Company Right to Request a Guarantee

26. Whenever the estimated expenditures for the services or equipment necessary to deliver electricity to a Customer's premises shall be of such an amount that the income to be derived from the applicable rates will, in the opinion of the Company, be insufficient to warrant such expenditures, the Company may require a Customer to guarantee a minimum annual payment or commitment for a term of years, or to pay the whole or a part of the cost of such equipment prior to the Company ordering and installing such equipment.

Fluctuating Load & Harmonic Distortion

27. In certain instances, extreme fluctuating loads or harmonic distortions which are created by a Customer's machinery or equipment may impair service to other Customers. If the fluctuating load or harmonic distortion causes a deterioration of the Company's service to other customers, the Company shall specify a service arrangement that avoids the deterioration and the Customer

owning or operating the equipment that causes the fluctuation or distortion shall pay the cost to implement the new service arrangement.

Apparatus and Equipment Requirements

28. The Customer shall not connect to the Company's distribution system any apparatus or equipment that may adversely affect the characteristics of the system. An example of this would be that for small commercial installations, the Company should be consulted before installing motors with ratings over two horsepower or 70 amperes locked-rotor current.

Customer Tax Liability

29. The Company shall collect taxes imposed by governmental authorities on services provided or products sold by the Company. It shall be the Customer's responsibility to identify and request any exemption from the collection of the tax by filing appropriate documentation with the Company.

Customer Notice and Right to Appeal

30. Where practicable, the Company will give the Customer reasonable notice of actions taken pursuant to these Terms & Conditions. The Customer shall have the right to appeal, pursuant to the Division's Rules of Practice and Procedure, all action taken by the Company hereunder.

Filing Date: April 5, 2024  
Effective Date: January 1, 2025