

ADLER POLLOCK & SHEEHAN P.C.

2300 Financial Plaza  
Providence, RI 02903  
Telephone 401-274-7200  
Fax 401-751-0604 / 351-4607

175 Federal Street  
Boston, MA 02110  
Telephone 617-482-0600  
Fax 617-482-0604  
www.upsllaw.com

July 13, 2004

**VIA HAND DELIVERY**

Luly Massaro, Commission Clerk  
Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

RECEIVED  
2004 JUL 13 PM 3:57  
PUBLIC UTILITIES COMMISSION

Re: Woonsocket Water Division; Rate Change Filing Pursuant to R.I.G.L.  
Section 39-3-11.

Dear Luly:

On behalf of the City of Woonsocket Water Division ("WWD"), please find an original and nine copies of the above-referenced filing. The revised tariff is for effect as of November 1, 2004. The new rates are designed to collect additional revenues in a twelve (12) month period of approximately \$2 million (an approximate 38% increase to a typical residential customer). We have included in this filing pre-filed testimony from two witnesses to be presented by WWD. We have also included copies of all related supporting documents.

WWD has complied with all requirements of the Rules of Practice and Procedure and Rhode Island General Laws for this filing. In accordance with the Rules and with statute, we are providing a copy of this filing to the following communities and organizations:

1. Rhode Island Attorney General
2. Town Clerk of the Town of Cumberland
3. City Clerk of the City of Woonsocket
4. Town Clerk of the Town of North Smithfield
5. Town Clerk of the Town of Bellingham
6. Town Clerk of the Town of Blackstone

ADLER POLLOCK & SHEEHAN

Ms. Luly Massaro  
July 13, 2004  
Page 2

We have also included a copy of our proposed notice to be published in the Providence Journal. We would respectfully request that the Commission immediately review and approve the enclosed notice so that it might be published within the 10 day period prescribed by law. If we are unable to provide notices of the proposed increase in our billing, we will be sending separate mail notices to all our customers in accordance with Section 2.4 of the Rules of Practice and Procedure.

The following individuals should be added to the Service List:

Emerson J. Marvel  
City of Woonsocket  
Water Division  
1500 Manville Road  
Woonsocket, RI 02895  
[jmarvel@woonsocketri.org](mailto:jmarvel@woonsocketri.org)

Craig L. Eaton, Esq.  
Adler Pollock & Sheehan P.C.  
2300 Financial Plaza  
Providence, RI 02903  
[ceaton@apslaw.com](mailto:ceaton@apslaw.com)

ADLER POLLOCK & SHEEHAN

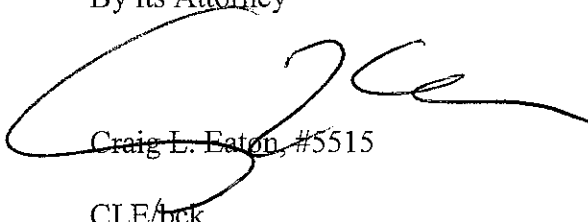
Ms. Luly Massaro  
July 13, 2004  
Page 3

Christopher Woodcock  
Woodcock & Associates, Inc.  
18 Increase Ward Drive  
Northborough, MA 01532  
[Woodcock@w-a.com](mailto:Woodcock@w-a.com)

Very truly yours,

CITY OF WOONSOCKET WATER DIVISION

By its Attorney

A handwritten signature in black ink, appearing to be 'CLE', written over the typed name 'Craig L. Eaton, #5515'.

CLE/bck

Enclosure

cc: Thomas Ahern, Division Administrator (w/enclosure)

301605\_1

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- B. Notice of Proposed Changes for Publication
- C. Statement of Intent Relative to Notice to Customers
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- E. Rule 2.5(a) – Current and Proposed Rate Tariff Schedules

## **Section II: Pre-Filed Testimony and Supporting Documents**

- A. Direct Testimony of Emerson J. Marvel with Exhibits
- B. Direct Testimony of Christopher P.N. Woodcock With Exhibits
- C. Attestation of Christine A. Chamberland

Rule 2.9 (l)

Marvel Testimony, Schedule G

Rule 2.9 (m)

Woodcock Testimony, Schedule 1

Rule 2.9 (n)

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**Index To Compliance With Statutes and Rules of  
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R.I.G.L. §39-3-11	Section 1A
R.I.G.L. §39-3-12.1	Marvel Testimony, Schedule A
Rule 2.4	Sections 1 B, C
Rule 2.5 (a)	Section 1E. Marvel Testimony, Schedule 0
Rule 2.5 (b)	Section 2
Rule 2.5 (c)(1)	Reports Have Been Filed Previously with The Commission
Rules 2.5 (c)(2-7)	Not Applicable
Rule 2.6	Woodcock Testimony and Exhibits
Rule 2.7	Section 2 (c)
Rule 2.8	Not Applicable
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Rule 2.9 (b)	Woodcock Testimony, Schedule 1
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Rule 2.9 (j)	Marvel Testimony, Schedule E
Rule 2.9 (k)	Marvel Testimony, Schedule F

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**SECTION I**

**NOTICES**



A

ADLER POLLOCK & SHEEHAN P.C.

2300 Financial Plaza  
Providence, RI 02903  
Telephone 401-274-7200  
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5. Town Clerk of the Town of Bellingham
6. Town Clerk of the Town of Blackstone

ADLER POLLOCK & SHEEHAN

Ms. Luly Massaro  
July 13, 2004  
Page 2

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Emerson J. Marvel  
City of Woonsocket  
Water Division  
1500 Manville Road  
Woonsocket, RI 02895  
[jmarvel@woonsocketri.org](mailto:jmarvel@woonsocketri.org)

Craig L. Eaton, Esq.  
Adler Pollock & Sheehan P.C.  
2300 Financial Plaza  
Providence, RI 02903  
[ceaton@apslaw.com](mailto:ceaton@apslaw.com)

ADLER POLLOCK & SHEEHAN

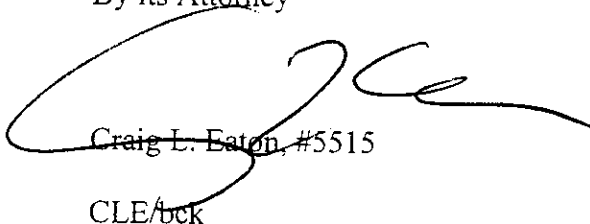
Ms. Luly Massaro  
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Page 3

Christopher Woodcock  
Woodcock & Associates, Inc.  
18 Increase Ward Drive  
Northborough, MA 01532  
Woodcock@w-a.com

Very truly yours,

CITY OF WOONSOCKET WATER DIVISION

By its Attorney



Craig L. Eaton, #5515

CLE/bck

Enclosure

cc: Thomas Ahern, Division Administrator (w/enclosure)

301605\_1

**B**

LEGAL NOTICE OF CHANGE IN RATE  
DOCKET NO. \_\_\_\_\_

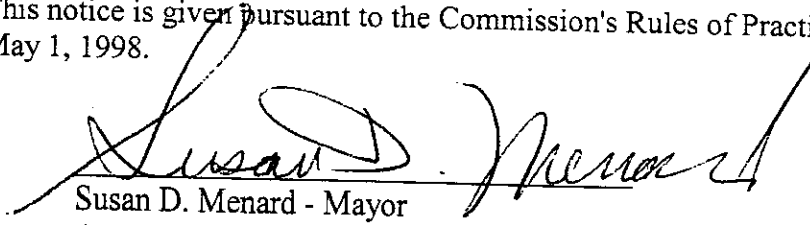
Pursuant to Rhode Island General Laws ("R.I.G.L.") Section 39-3-11, and in accordance with the Rules of Practice and Procedure of the Rhode Island Public Utilities Commission, the City of Woonsocket Water Division ("WWD") hereby gives notice of a proposed change in water rates filed and published in conformity with R.I.G.L. 39-3-10.

The new rates, as proposed, are to become effective November 1, 2004. The new rates are designed to collect additional revenues in a twelve (12) month period equal to approximately \$2 million over the current rates and charges. The proposed rate on a per 100 cubic feet basis for a retail metered customer is \$3.47. As filed, the bill impact for a typical retail customer using 10,000 cubic feet per year (5,000 cubic feet/six months) would be an increase of \$55.50 or 38% for a typical six (6) month billing period.

Please be advised as follows:

- (1) WWD is a body corporate in politic constituting a municipal corporation creating and existing under the laws of the State of Rhode Island with offices located at 169 Main Street, Woonsocket, Rhode Island 02895.
- (2) WWD sells water to customers in the City of Woonsocket, and the Towns of Cumberland and North Smithfield, Rhode Island and the Towns of Blackstone and Bellingham, Massachusetts.
- (3) Correspondence regarding this rate change should be addressed to Emerson J. Marvel, Water Superintendent, City of Woonsocket, 169 Main Street, Woonsocket, RI 02895 and Craig L. Eaton, Esq., 2300 Financial Plaza, Providence, RI 02903.
- (4) A copy of the filing has been sent or delivered to the City of Woonsocket, the Towns of Cumberland and North Smithfield, Rhode Island, the Towns of Blackstone and Bellingham, Massachusetts, the Attorney General for the State of Rhode Island and the State of Rhode Island Water Resources Board. A copy of the filing is also available for examination at the office of the City Clerk, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island 02895 and the Office of the Public Utilities Commission, 89 Jefferson Boulevard, Warwick, Rhode Island 02888.

This notice is given pursuant to the Commission's Rules of Practice and Procedure as adopted on May 1, 1998.



Susan D. Menard - Mayor  
City of Woonsocket  
169 Main Street  
Woonsocket, RI 02895

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

Subscribed and sworn to before me this 6th day of July, 2004.

\_\_\_\_\_  
Notary Public

My commission expires on 03-03-06

C



## INTENDED NOTICE TO CUSTOMERS

The City of Woonsocket shall notify its customers of the filing of its proposed Change in Rates as provided for by Rule 2.4 of the Rules of Procedure in its next general customer billing or by separate mailing if the next billing is more than sixty (60) days from the date of filing. The Notice shall be as follows [the dates for the hearings will be inserted]:

### NOTICE OF A PROPOSED CHANGE IN RATE

Pursuant to Rhode Island General Laws ("R.I.G.L.") Section 39-3-11, and in accordance with the Rules of Practice and Procedure of the Rhode Island Public Utilities Commission, the City of Woonsocket Water Division ("WWD") hereby gives notice of a proposed change in water rates filed and published in conformity with R.I.G.L. 39-3-10.

The new rates, as proposed, are to become effective November 1, 2004. However, the Public Utilities Commission may suspend the proposed rates for a longer period for the purpose of conducting investigations and hearings. The new rates are designed to collect additional revenues in a twelve (12) month period equal to approximately \$2 million over the current rates and charges.

The proposed rate on a per 100 cubic feet basis for a retail metered customer is \$3.47. As filed, the bill impact for a typical retail customer using 10,000 cubic feet per year (5,000 cubic feet/six months) would be an increase of \$55.50 or 38% for a typical six (6) month billing period.

In accordance with the Rules of Practice and Procedure of the Rhode Island Public Utilities Commission, the documents encompassing the rate filing are available for review between 8:30 a.m. and 4:00 p.m., Monday through Friday at the Office of the City Clerk, City of Woonsocket, 169 Main Street, Woonsocket, Rhode Island, or at the Clerk's Office of the cities and towns we service. The filing is also available for review at the Public Utilities Commission, 89 Jefferson Boulevard, Warwick, Rhode Island. The Commission will hold a public hearing at Woonsocket City Hall on \_\_\_\_\_, 2004 at 7:00 p.m. to take comment regarding the filing. Evidentiary hearings will be held on \_\_\_\_\_, 2004 at the offices of the Commission, commencing at 10:00 a.m. These hearings are open to the public.

City of Woonsocket

**D**

July 13, 2004

Paul Roberti, Esq.  
Special Assistant Attorney General  
Department of Attorney General  
150 South Main Street  
Providence, RI 02903

Re: Woonsocket Water Division  
Application For Rate Change with The Public Utilities Commission

Dear Paul:

Pursuant to Section 39-3-11 of the General Laws of the State of Rhode Island, the City of Woonsocket has filed the enclosed document with the Rhode Island Public Utilities Commission in support of its request for a change in water rates.

Sincerely,

CRAIG L. EATON  
Attorney for Woonsocket Water Division  
CLE/kmb  
Enclosure  
*252613\_1.doc*

ADLER POLLOCK & SHEEHAN P.C.

2300 Financial Plaza  
Providence, RI 02903  
Telephone 401-274-7200  
Fax 401-751-0604 • 351-4607

175 Federal Street  
Boston, MA 02110  
Telephone 617-482-0600  
Fax 617-482-0604  
www.apslaw.com

July 13, 2004

City Clerk  
City of Woonsocket  
169 Main Street  
Woonsocket, RI 02895

Re: Woonsocket Water Division  
Application For Rate Change With The Public Utilities Commission

To Whom It May Concern:

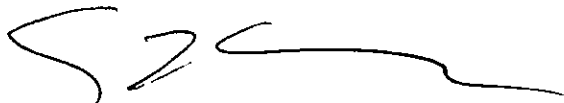
Pursuant to Section 39-3-11 of the General Laws of the State of Rhode Island, the Woonsocket Water Division has filed the enclosed document with the Rhode Island Public Utilities Commission in support of its request to change rates. Copies of these documents are to be filed with the governing council of your community. Please notify them of this filing and that you are in possession of the complete document. You may also wish to leave it out for public display.

Thank you for your assistance.

Very truly yours,

Woonsocket Water Division

By its Attorney,



Craig L. Eaton

CLE/bck

Enclosure

252600\_1.doc

ADLER POLLOCK & SHEEHAN P.C.

2300 Financial Plaza  
Providence, RI 02903  
Telephone 401-274-7200  
Fax 401-751-0604 / 351-4627

175 Federal Street  
Boston, MA 02110  
Telephone 617-482-0600  
Fax 617-482-0604  
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July 13, 2004

Paul Roberti, Esq.  
Special Assistant Attorney General  
Department of Attorney General  
150 South Main Street  
Providence, RI 02903

Re: Woonsocket Water Division  
Application For Rate Change with The Public Utilities Commission

Dear Paul:

Pursuant to Section 39-3-11 of the General Laws of the State of Rhode Island, the City of Woonsocket has filed the enclosed document with the Rhode Island Public Utilities Commission in support of its request for a change in water rates.

Sincerely,



CRAIG L. EATON  
Attorney for Woonsocket Water Division

CLE/bck

Enclosure

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175 Federal Street  
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Telephone 617-482-0600  
Fax 617-482-0604  
www.apslaw.com

July 13, 2004

Town Clerk  
Town of Cumberland  
45 Broad Street  
Cumberland, RI 02864

Re: Woonsocket Water Division  
Application For Rate Change With The Public Utilities Commission

To Whom It May Concern:

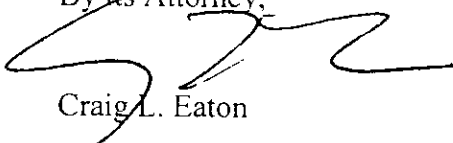
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Thank you for your assistance.

Very truly yours,

Woonsocket Water Division

By its Attorney,



Craig L. Eaton

CLE/bck

Enclosure

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ADLER POLLOCK & SHEEHAN P.C.

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Providence, RI 02903  
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Fax 401-751-0604 / 351-4607

175 Federal Street  
Boston, MA 02110  
Telephone 617-482-0600  
Fax 617-482-0604  
www.apslaw.com

July 13, 2004

Town Clerk  
Town of Blackstone  
15 St. Paul Street  
Blackstone, MA 01504

Re: Woonsocket Water Division  
Application For Rate Change With The Public Utilities Commission

To Whom It May Concern:

Pursuant to Section 39-3-11 of the General Laws of the State of Rhode Island, the Woonsocket Water Division has filed the enclosed document with the Rhode Island Public Utilities Commission in support of its request to change rates. Copies of these documents are to be filed with the governing council of your community. Please notify them of this filing and that you are in possession of the complete document. You may also wish to leave it out for public display.

Thank you for your assistance.

Very truly yours,

Woonsocket Water Division

By its Attorney,



Craig L. Eaton

CLE/bak

Enclosure

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ADLER POLLOCK & SHEEHAN P.C.

2300 Financial Plaza  
Providence, RI 02903  
Telephone 401-274-7200  
Fax 401-751-0604 • 351-4607

175 Federal Street  
Boston, MA 02110  
Telephone 617-482-0600  
Fax 617-482-0604  
www.apslaw.com

July 13, 2004

Town Clerk  
Town of Bellingham  
2 Mechanic Street  
Bellingham, MA 02019

Re: Woonsocket Water Division  
Application For Rate Change With The Public Utilities Commission

To Whom It May Concern:

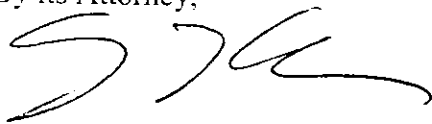
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Thank you for your assistance.

Very truly yours,

Woonsocket Water Division

By its Attorney,



Craig L. Eaton

CLE/bck

Enclosure

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Providence, RI 02903  
Telephone 401-274-7200  
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175 Federal Street  
Boston, MA 02110  
Telephone 617-482-0600  
Fax 617-482-0604  
www.aplaw.com

July 13, 2004

Town Clerk  
Town of North Smithfield  
Memorial Town Hall  
1 Main Street  
Slatersville, RI 02876

Re: Woonsocket Water Division  
Application For Rate Change With The Public Utilities Commission

To Whom It May Concern:

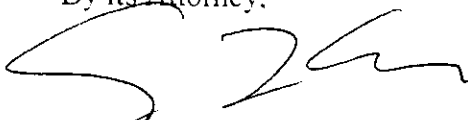
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Thank you for your assistance.

Very truly yours,

Woonsocket Water Division

By its Attorney,



Craig L. Eaton

CLE/bck

Enclosure

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E

**WOONSOCKET WATER DIVISION**

**CURRENT RATE TARIFF SCHEDULES  
EFFECTIVE AS OF SEPTEMBER 2003**

**Rule 2.5(a)**

**City of Woonsocket Water Department  
TARIFF  
Bulk Sales to Public Authorities for Resale**

**Effective Date: September 1, 2003**

**Replaces Tariff Approved in Docket 2904 October 5, 1999**

Usage

Sales to Public Authorities at bulk. Includes any community currently tied into the City of Woonsocket and communities tied into the City's water system in the future.

Rates

For all quantities of metered water: **\$2,401.67** per million gallons

Billing and Payment

All charges billed under this tariff are rendered in arrears on a frequency determined by the assigned billing cycle, and are due and payable in full when rendered.

**City of Woonsocket Water Department  
TARIFF  
Public Fire Protection**

Effective Date: September 1, 2003

Replaces Tariff Approved in Docket 2904 October 5, 1999

Usage

Applies to all municipal customers served by the Woonsocket Water Department for service to public fire hydrants, based on the size of the hydrant connection.

Rates

For each hydrant:	<u>Annual Charge</u>
4 inch	<b>\$94.93</b>
6 inch	<b>\$275.76</b>

Plus **\$7.67** per billing

Billing and Payment

All charges billed under this tariff are rendered in arrears on a frequency determined by the assigned billing cycle, and are due and payable in full when rendered.

**City of Woonsocket Water Department  
TARIFF  
Private Fire Protection**

Effective Date: September 1, 2003

Replaces Tariff Approved in Docket 2904 October 5, 1999

Usage

Applies to all private fire connection services served by the Woonsocket Water Department for service to private fire service connections owned and maintained by the customer, based on the size of the connection.

Rates

	<u>Quarterly Charge</u>
2 inch	<b>\$9.37</b>
3 inch	<b>\$9.37</b>
4 inch	<b>\$33.24</b>
6 inch	<b>\$84.22</b>
8 inch	<b>\$172.24</b>
10 inch	<b>\$299.73</b>

Billing and Payment

All bills for private fire service are rendered quarterly in advance and are due and payable when rendered. Water usage through private fire services shall be billed in arrears at the general metered water service rates.

**City of Woonsocket Water Department  
TARIFF  
Customer Service Charge**

Effective Date: September 1, 2003

Replaces Tariff Approved in Docket 2904 October 5, 1999

Usage

Applies to all metered customers served by the Woonsocket Water Department, exclusive of public and private fire service.

Rates

For each meter connection, the following charges shall apply:

<u>Meter Size</u>	<u>Semiannual</u>	<u>Quarterly</u>
5/8	\$27.11	\$17.39
3/4	\$35.26	\$21.47
1	\$41.83	\$24.76
1 1/2	\$70.98	\$39.32
2	\$96.55	\$52.11
3	\$130.56	\$69.12
4	\$194.00	\$100.84
6	\$335.59	\$171.64
8	\$582.07	\$294.91
10	\$832.41	\$420.04

Billing and Payment

All customer service charges billed under this tariff are rendered either quarterly or semiannually in advance and are due and payable in full when rendered.

**City of Woonsocket Water Department  
TARIFF  
Metered Sales**

Effective Date: September 1, 2003

Replaces Tariff Approved in Docket 2904 October 5, 1999

Usage

Applies to all metered customers served by the Woonsocket Water Department, including metered private fire service.

Rates

For all metered water quantities except bulk sales to public authorities.

Semiannual Use (cu ft)                      **\$2.36** per 100 cubic feet

Quarterly Use (cu ft)                      **\$2.36** per 100 cubic feet

Billing and Payment

All metered sales bills are rendered in arrears quarterly or semiannually at the option of the Woonsocket Water Department and are due and payable in full when rendered.



**City of Woonsocket Water Department  
TARIFF  
Miscellaneous Charges**

Effective Date: September 1, 2003

Replaces Tariff Approved in Docket 2904 October 5, 1999

**Water Truck Sales**

\$43 per truck load up to 10,000 gallons payable in advance.

**Remove Meter**

\$24 per meter removal. \$20 per meter reinstallation.

Billed in arrears with payment due and payable upon presentation.

**Shut-off/Turn-on**

Service Shutoff Charge: \$24

Service Turn-on Charge: \$24

**New Water Meters**

Billed at cost of materials and hours of labor plus 33.3% when installed at the customers request when not in the sequence developed by City.

No charge when installed in the sequence developed by City.

**Installation and Repair Work**

Billed at cost of materials and hours of labor plus 33.3%. Estimated cost billed and collected in advance. Final bill prepared after completion of the work. Under payments are due and payable upon completion of the work. Refunds for overpayments to be paid within 30 days.

**ARB Installation**

\$36 per installation for City owned meters. Billed in arrears, due and payable when rendered.

**Interest Rate on Delinquent Accounts**

Bills delinquent after 30 days from the due date of the bill will accrue interest at the rate of 1.5% per month beginning from the due date of the bill.

**WOONSOCKET WATER DIVISION**

**PROPOSED RATE TARIFF SCHEDULES  
EFFECTIVE AS OF NOVEMBER 1, 2004**

**Rule 2.5(a)**

**City of Woonsocket Water Department  
TARIFF  
Bulk Sales to Public Authorities for Resale**

Effective Date: November 1, 2004

Replaces Tariff of September 1, 2003

Usage

Sales to Public Authorities at bulk. Includes any community currently tied into the City of Woonsocket ; communities tied into the City's water system in the future.

Rates

For all quantities of metered water:                      \$3,391.85 per million gallons

Billing and Payment

All charges billed under this tariff are rendered in arrears on a frequency determined by the assigned bill cycle, and are due and payable in full when rendered.

**City of Woonsocket Water Department  
TARIFF  
Public Fire Protection**

Effective Date: November 1, 2004

Replaces Tariff of September 1, 2003

Usage

Applies to all municipal customers served by the Woonsocket Water Department for service to public fire hydrants, based on the size of the hydrant connection.

Rates

For each hydrant:	<u>Annual Charge</u>
4 inch	\$122.62
6 inch	\$356.18

Plus \$13.85 per billing

Billing and Payment

All charges billed under this tariff are rendered in arrears on a frequency determined by the assigned bill cycle, and are due and payable in full when rendered.

**City of Woonsocket Water Department  
TARIFF  
Private Fire Protection**

Effective Date: November 1, 2004

Replaces Tariff of September 1, 2003

Usage

Applies to all private fire connection services served by the Woonsocket Water Department for service to private fire service connections owned and maintained by the customer, based on the size of the connection.

Rates

For each connection:

	<u>Annual Charge</u>	<u>Quart. Charge</u>
2 inch	\$43.46	\$10.87
3 inch	\$84.94	\$21.24
4 inch	\$157.02	\$39.26
6 inch	\$406.19	\$101.55
8 inch	\$836.23	\$209.06
10 inch	\$1,469.80	\$367.45

Unmetered private hydrants will be charged as 6 inch connections.

Billing and Payment

All bills for private fire service are rendered annually in advance and are due and payable when rendered. Usage through private fire services shall be billed in arrears at the general metered water service rates.

**City of Woonsocket Water Department  
TARIFF  
Customer Service Charge**

Effective Date: November 1, 2004

Replaces Tariff of September 1, 2003

Usage

Applies to all metered customers served by the Woonsocket Water Department, exclusive of public and private fire service.

Rates

For each meter connection, the following charges shall apply:

<u>Meter Size</u>	<u>Semiannual</u>	<u>Quarterly</u>
5/8	\$26.92	\$20.39
3/4	\$32.40	\$23.13
1	\$36.82	\$25.34
1 1/2	\$56.42	\$35.14
2	\$73.62	\$43.74
3	\$96.49	\$55.17
4	\$139.15	\$76.50
6	\$234.38	\$124.12
8	\$400.13	\$206.99
10	\$568.48	\$291.17

Billing and Payment

All customer service charges billed under this tariff are rendered either quarterly or semiannually in advance and are due and payable in full when rendered.

**City of Woonsocket Water Department  
TARIFF  
Metered Sales**

Effective Date: November 1, 2004

Replaces Tariff of September 1, 2003

Usage

Applies to all metered customers served by the Woonsocket Water Department, including metered private fire service.

Rates

For all metered water quantities except bulk sales to public authorities.

<u>Semiannual Use (cu ft)</u>	\$3.47 per 100 cubic feet
-------------------------------	---------------------------

<u>Quarterly Use (cu ft)</u>	\$3.47 per 100 cubic feet
------------------------------	---------------------------

Billing and Payment

All metered sales bills are rendered in arrears quarterly or semiannually at the option of the Woonsocket Water Department and are due and payable in full when rendered.

**City of Woonsocket Water Department  
TARIFF  
Miscellaneous Charges**

Effective Date: November 1, 2004

Replaces Tariff of September 1, 2003

**Water Truck Sales**

\$60 per truck load up to 10,000 gallons payable in advance.

**Remove Meter**

\$34 per meter removal. \$28 per meter reinstallation.

Billed in arrears with payment due and payable upon presentation.

**Shut-off/Turn-on**

Service Shutoff Charge: \$34

Service Turn-on Charge: \$34

**New Water Meters**

Billed at cost of materials and hours of labor plus 33.3% when installed at the customers request w  
in the sequence developed by City.

No charge when installed in the sequence developed by City.

**Installation and Repair Work**

Billed at cost of materials and hours of labor plus 33.3%. Estimated cost billed and collected in  
advance. Final bill prepared after completion of the work. Under payments are due and payable  
upon completion of the work. Refunds for overpayments to be paid within 30 days.

**ARB Installation**

\$50 per installation for City owned meters. Billed in arrears, due and payable when rendered.

**Interest Rate on Delinquent Accounts**

Bills delinquent after 30 days from the due date of the bill will accrue interest at the rate of 1.5% pe  
beginning from the due date of the bill.



2

**SECTION II**

**PRE-FILED TESTIMONY  
AND SUPPORTING DOCUMENTS**

A

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**PREFILED TESTIMONY  
EMERSON J. MARVEL  
ON BEHALF OF THE CITY OF WOONSOCKET**

5 Q. What is your name and business address?

6 A. Emerson James Marvel, 169 Main Street, Woonsocket, RI,  
7 02895

8

9 Q. By whom are you employed and in what capacity?

10 A. I am the Water Division Superintendent for the City of  
11 Woonsocket (WWD), Department of Public Works. I work  
12 under the administrative supervision of the Director of  
13 Public Works. I am responsible for the operations of  
14 the municipal water system.

15

16 Q. Please describe your qualification and experience.

17 A. I have worked in Public Water Supply for the past 29  
18 years. I have earned a Bachelor of Science Degree from  
19 Marquette University and a Master of Business  
20 Administration Degree from Providence College.

21 In 1986 I was promoted to Superintendent of the Water  
22 Division in Woonsocket. I am responsible for operations  
23 of the Water Division. This includes source of supply,  
24 treatment, transmission and distribution systems,  
25 pumping, metering, billing, and customer service.

1 Q. Have you previously testified before state regulatory  
2 commissions or courts on rate related matters?

3 A. Yes. I testified before this commission under the  
4 City's rate filings in 1986, 1993, 1999, and 2003. In  
5 addition, in 1998 I was qualified as an expert on  
6 Public Water Supply in Rhode Island Superior Court.

7

8 Q. Do you belong to any professional organizations or  
9 committees?

10 A. I am a member of the American Water Works Association  
11 (AWWA), New England Water Works Association (NEWWA) and  
12 Rhode Island Water Works Association (RIWWA).

13 I am a past president of RIWWA. During my eight years  
14 on the executive committee, I have testified on behalf  
15 of public water suppliers before regulatory agencies  
16 and committees in the Rhode Island General Assembly.

17 I am currently President of the New England Water Works  
18 Association, a section of The American Water Works  
19 Association. I have also chaired various committees for  
20 NEWWA.

21 In addition to the above, I have served/serve as a  
22 member of the following groups:

- 23 • Board of Certification of Drinking Water Operators  
24 • Drought Planning Task Force

- 1 • Water Supply Policies for Rhode Island Advisory
- 2 Committee, State Guide Plan Element 721 (Chair)
- 3 • Stakeholders Committee on Water Supply Management
- 4 • State of Rhode Island Water Supply Emergency
- 5 Response Committee
- 6 • Public Drinking Water Supply Advisory Council
- 7 • Blue Ribbon Committee on the Pawtucket Water Crisis

8

9 Q. Do you hold any professional Certifications or  
10 Licenses?

11 A. Yes, I have a Class 4 Drinking Water Distribution  
12 Operator Certification and a Class 4 Drinking Water  
13 Treatment Operator Certification.

14

15 Q. Have you received any professional awards?

16 A. Yes I have received the following awards:

17 Operator's Meritorious Service Award (1993)

18 Awarded by the American Water Works Association  
19 for consistent and outstanding service in  
20 providing a quality water supply to the public.

21 Water Works Leadership Award (1997) Awarded by the  
22 New England Water Works Association, for

1            contributions to the advancement of excellence in  
2            the water works profession.

3

4    **Q.    What is your role in this proceeding?**

5    **A.**    In addition to representing the WWD, my role in this  
6            proceeding is to discuss certain costs that necessitate  
7            an increase to WWD'S revenue requirements including  
8            personnel and capital needs and to respond to any  
9            questions about the WWD.

10

11   **Q.    Please explain the increases in permanent services.**

12   **A.**    The increase in permanent services from the test year  
13            to the rate year represents the changes in contractual  
14            salaries from the test year through FY 2005 and an up  
15            grade for the principal clerk typist in FY 2005. Since  
16            FY 2005 ends 6/30/05 and the rate year is calendar  
17            2005, the FY 2005 salaries are increased by an  
18            additional 2% to account for the remaining 6 months of  
19            the rate year.    Please refer to the schedule attached  
20            to my testimony that shows this.

21

22   **Q.    Please describe the proposed increases labeled "Upgrade  
23            for Study" in Mr. Woodcock's Schedule 1.**

1 In 2003 the Commission asked for salary and benefit  
2 information from the regulated water utilities and the  
3 Narragansett Bay Commission. WWD compared the  
4 information of the regulated water utilities (see  
5 attached Schedule) and found that the benefit packages  
6 were fairly similar; however, WWD's salaries were  
7 approximately 25% to 30% below the utility average for  
8 comparable employee positions. Since Bay Commission  
9 salaries were considerably higher than the water  
10 utilities, they were not used in the analysis. This is  
11 a growing concern because WWD has recently had  
12 difficulty hiring qualified personnel and the  
13 possibility continues to exist that present WWD  
14 employees will seek employment elsewhere. Accordingly,  
15 although WWD is not specifically requesting funds for  
16 raising salaries to make them fully commensurate with  
17 other like-situated water utilities, we welcome any  
18 additional input or increased funding authority from  
19 this Commission. The adjustment to the Test Year  
20 personnel costs contains the cost for these salary  
21 upgrades, which vary from 7% to 10%.

22



1 Q. Have you included an increase in the number of  
2 employees?

3 A. WWD has reduced staffing levels from the 38 authorized  
4 in the late 1990's to the 33 authorized in Docket 3512.  
5 There is no need for additional personnel at this time.  
6

7 Q. Please explain the increase in Overtime Pay.

8 A. The additional cost represents our estimate for  
9 implementation of WWD's annual flushing plan. Water  
10 quality and good water works practice necessitates  
11 system wide flushing. Water main flushing is used to  
12 remove the sediment and rust which causes temporary  
13 water discoloration. Previously, WWD flushed dead end  
14 mains off hours. Now we are increasing this flushing  
15 program to flush the entire system. This work is  
16 performed at night to minimize the impact of temporary  
17 water discoloration on our customers.  
18

19 Q. Please explain the increase in Sick Leave  
20 Reimbursement.

21 A. Sick Leave Reimbursement represents the cost associated  
22 with paying employees a portion of their unused sick  
23 time either upon retirement or at year-end when they  
24 have accumulated the maximum amount of sick time. No  
25 one retired during the test year, which skewed the

1 results. Typically, WWD has approximately one employee  
2 retire per year. The adjustment accounted for this.

3

4 **Q. What is the non-use of sick time bonus?**

5 A. It is a contractual bonus given to employees that did  
6 not use any sick time during the year.

7

8

9 **Q. Maintenance of Roads & Walks is a significant expense,  
10 please comment on this item.**

11 A. As explained in Docket No. 3512, WWD has recently been  
12 required to perform full width paving on some roads.  
13 The FY 2004 year to date expense for this item is in  
14 excess of \$180,000. Due to high oil prices I believe  
15 this expense will continue to rise.

16

17 **Q. Please explain the increase in light and power.**

18 A. The City had a contract with Select Energy as the  
19 provider of power supply that expired as of December  
20 16, 2003. As of December 16, 2003, the City of  
21 Woonsocket entered into a new power contract with  
22 Constellation New Energy, Inc. pursuant to a  
23 competitive bid. The winning bid was a higher rate  
24 than the previous Select contract rate (although lower  
25 than Narragansett Electric's Standard Offer Rate. The

1 increase for light and power is calculated by  
2 increasing the test year power cost by an amount equal  
3 to the incremental cost difference from the new  
4 contract and the old one, applied to the number of  
5 Kilowatt hours used in the test year, plus \$25,000.  
6 Harris Pond was not used during the test year. The  
7 \$25,000 represents estimated usage of Harris Pond for  
8 the rate year. We have made no adjustment to the  
9 Narragansett Electric portion of light and power costs.

10

11 **Q. How was the Property and Fire Tax for the Rate year**  
12 **calculated?**

13 A. The Town of North Smithfield increased the value of WWD  
14 property as part of its reevaluation process. The  
15 increase was calculated by applying the current rate to  
16 the new valuation. We understand that this amount may  
17 be overstated once the town sets the new tax rate;  
18 however this is the best available information at this  
19 time. We will notify the parties when we get updated  
20 information.

21

22 **Q. Please explain the increase in the State Pollution**  
23 **Monitoring**

24 A. WWD must sample and test for lead in the drinking water  
25 as required by USEPA's Lead and Copper Rule. Due to the

1 recent controversy over lead in the drinking water in  
2 Washington, DC, WWD is going to perform additional  
3 testing in schools. Furthermore there are new sampling  
4 requirements as part of the Safe Drinking Water Act  
5 such as the new Radionuclide and Disinfection  
6 Byproducts rules that will increase our costs.

7  
8 **Q. Why has the test year cost for Legal Services and**  
9 **Engineering Service increased by \$50,000 each?**

10 A. This amount represents an estimate for legal costs and  
11 services associated with regionalization and  
12 privatization of WWD.

13 **Q. How was the rate year Gas and Diesel Fuel for the test**  
14 **year calculated?**

15 A. The estimate was prepared by using the first half of FY  
16 2004 construction year, doubling that and then adding  
17 \$2000 for auxiliary fuel for emergency power  
18 generation. This calculation does not include the  
19 nearly 33% increase in fuel cost that occurred over the  
20 last few months.

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**Q. Who provided the estimates for insurance rate increases?**

A. The estimated increases for FY 2005 were provided by the City Finance Director, based on information he received from the insurance carriers.

**Q. Why is WWD not seeking an increase for the Chemicals and Renewal and Replacement accounts?**

A. The funding for these accounts has been sufficient to accomplish their purpose and no additional funding is required at this time. While our annual cost of chemicals has exceeded the amount allowed for additions to the restricted chemical account, we believe there are sufficient fund balances to last until our next rate filing.

**Q. Please explain the increase of \$775,000 in the Infrastructure Replacement account.**

A. In 1999, WWD submitted an Infrastructure Replacement Plan to the Rhode Island Department of Health, which was subsequently approved. The plan identified \$15,855,960 in needed improvements for the first five year planning period. These improvements included new storage tanks, pump station rehabilitation, dam

1 rehabilitation, and transmission and distribution main  
2 replacement.

3 With the exception of the distribution main  
4 replacement, WWD has either completed or initiated all  
5 the projects for years 1 through 5.

6 The distribution main replacement cost in 1999 dollars  
7 was \$6,230,210. The cost in 2004 dollars is \$6,837,630.  
8 Given the current pricing in the steel market this cost  
9 could be even higher.

10 In Docket 3512 it was noted that WWD has fallen behind  
11 in pipe replacement. Increasing the IFR account by  
12 \$775,000, will give WWD \$1.6 million per year to begin  
13 the pipe replacement program.

14

15 **Q. Has WWD complied with all prior Commission orders?**

16 **A.** Yes. Since 1993 WWD has maintained restricted receipt  
17 accounts in compliance with Commission orders. WWD is  
18 current with all annual, semiannual, and periodic  
19 reports.

20

21 **Q. Do you have a recommendation in this docket?**

22 **A.** Yes. I recommend the rates be approved as filed.

23

24 **Q. Please describe your prefiled schedules.**

1 The following schedules were prepared for compliance  
2 with RIGL 39-3-12.1 and the Rhode Island Public  
3 Utilities Commission Rules of Practice and Procedure.  
4 They are:

- 5 • Schedule A Information required of Water  
6 Utilities. RIGL 39-3-12.1
- 7 • Schedule B Debt Service Schedules. RIPUC 2.9(f)
- 8 • Schedule C Schedule of Lease Payments RIPUC  
9 2.9(g)
- 10 • Schedule D Municipal Tax Expense for Prior  
11 Three Years RIPUC 2.9 (i)
- 12 • Schedule E Number of Employees/Overtime Expense  
13 RIPUC 2.9(j)
- 14 • Schedule F Summary of Transactions with  
15 Affiliates RIPUC 2.9 (k)
- 16 • Schedule G Test Year Financial Data. RIPUC  
17 2.9(l)
- 18 • Schedule H Unaccounted for Water RIPUC 2.9 (n)
- 19 • Schedule I Compliance Summary with Prior  
20 Commission Orders. RIPUC 2.9 (o)
- 21 • Schedule J Accounting Summary of Restricted  
22 Receipt Accounts.
- 23 • Schedule K Wage Schedule
- 24 • Schedule L Finance Director Letter on Insurance
- 25 • Schedule M Three Year Operating Results

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- Schedule N Energy Service Agreement
- Schedule O Terms and Conditions RIPUC 2.5 (a)

Q. Does this conclude your Testimony?

A. Yes



## 1. STATUS OF PHYSICAL PLANT

### A. Source of Supply

1. Crookfall Brook Watershed: This source consists of Reservoirs 1 and 3 in the towns of Lincoln, N. Smithfield and Smithfield. The safe yield of this system based on a 95 % reliability is 3.5 MGD.

2. Harris Pond Watershed: This source of supply is an impoundment of the Mill River in Blackstone and Bellingham, MA. The safe yield of this source based on a 95% reliability is 5.0 MGD.

### B. Treatment

The Charles G. Hammann Memorial Treatment Plant has a maximum capacity of 13.25 MGD. The facility uses conventional treatment consisting of coagulation, flocculation, sedimentation, granular activated carbon filtration, disinfection, fluoridation and corrosion control. Other system components of the facility are:

- 2 0.5 MG Steel Clearwells
- 1 0.4 MG Steel Washwater Storage Tank
- 1 3500 gpm Main Distribution Pumps
- 1 4000 gpm Diesel Pump
- 1 125 KVA Emergency Power Generator

C. Distribution and Storage

The distribution system consists of approximately 125 miles of pipe, 2843 valves, 1500 hydrants, eight storage tanks and four pump stations.

**2. MAINTENANCE POLICY**

It is and has been the policy of the City of Woonsocket Water Division to maintain its system in proper operating condition in accordance with accepted standards. All damaged items are repaired as quickly as possible. All emergency items including water breaks are repaired immediately regardless of time of day.

a. Date

b. TABLE E

<u>SIZE (IN.)</u>	<u>1989 (FEET)</u>	<u>2003 (FEET)</u>	<u>INCREASE (FEET)</u>
1	1,086	1,086	
1.25	239	239	
1.5	768	568	(200)
2	3,926	3,926	
2.5	533	533	
3	93	93	
4	12,282	11,958	(324)
6	136,709	134,487	(2222)
8	314,307	320,214	5,907*
10	11,918	11,918	
12	114,021	117,641	3620**
14	10,437	10,437	
16	1,938	2,418	480
18	18,526	18,526	
20	16,741	17,581	840
24		14,460	14,460***
30	10,909	10,909	
<b>Totals</b>	<b>654,433</b>	<b>676,994</b>	<b>22,561</b>
<b>Miles</b>	<b>123.946</b>	<b>128.219</b>	<b>4.273</b>
·	New Development – Congress Street & Vineyard Street		
**	Eddie Dowling Highway – Wendys' Water Main		
***	Crookfall Brook Pipeline		

### 3. WATER TREATMENT CHEMICALS

CHEMICAL USE AND COST  
SIX MONTH TOTAL (DEC. 2003 thru MAY 2004)

<u>Chemical</u>	<u>Total</u>	<u>Unit Cost</u>	<u>Total Cost</u>
Alum	137,821	\$226.31/T	15,595.16
Lime	74,467	179.00/T	6,776.50
Fluoride	11,098	764.40/T	4,432.54
Corrosion Inhibitor	21,302	1,063.20/T	7,007.29
Chlorine	8,458	1,300.00/T	8,458.00
Polymer	1,958	2,840.00/T	2,584.38
Sodium Hypochlorite	0 gal	1.08/gal	<u>0</u>
Total			\$44,853.87

Aluminum Sulfate (Alum):

Aluminum sulfate is added to the raw water to cause coagulation and flocculation to occur which removes some of the color and turbidity naturally found in surface water supplies.

Hydrated Lime:

Hydrated lime is added to raw water as needed for ph adjustment for optimum coagulation and flocculation. It is also added to the finished water to increase ph and total alkalinity for corrosion control.

Sodium Silicofluoride:

Fluoride is added to the finished water to reduce the incidence of dental cavities.

Corrosion Inhibitor:

The chemical added to the finished water to aid in corrosion control is a blend of poly and orthophosphates. This chemical acts as a sequestering agent and also can form an insoluble protective film on the surface of the pipe.

Chlorine:

Chlorine is added the finished water for disinfection purposes. It is also added to the raw water during the warmer months for pretreatment disinfection.

Polymer:

Polymer is added to raw water to enhance the sedimentation process.

Sodium Hypochlorite:

Sodium hypochlorite is added to the water pumped from Harris Pond for disinfection purposes.

GENERAL COMMENTS

The amounts of chemicals added are seasonally dependent as well as weather dependent. As flows increase during the warmer months, more chemical must be added to maintain the optimum dosage for that chemical. The dosages for some chemicals (i.e. fluoride and corrosion inhibitor) are fixed. Other chemicals (i.e. alum, polymer, lime and chlorine) are dosed in varying amounts depending on raw water quality and flow. Woonsocket uses a surface water supply. The terminal reservoir is fed by Crookfall Brook, which is greatly influenced by rainfall events. During periods of heavy precipitation the raw water quality deteriorates dramatically necessitating the addition of more alum, polymer, lime and chlorine to provide water that meets all federal and state regulations. The information presented is from the time period December 1, 2003 to May 31, 2004. This is a seasonal low flow period. In addition, there was no carbon change-out during that time. Consequently, the cost will appear to be lower than the test year actual.

**4. Policy Relating to Expansion and Renovation**

It is and has been the policy of the City of Woonsocket to continue to provide quality service to all existing customers. Systems expansion within existing service areas where there is sufficient existing utility in place to support the expansion, is encouraged.

If there is insufficient utility, the City requires the individuals seeking the service to install contributed capital.

Amounts expended during the prior year and the proposed improvements are included in the annual reports and as part of the capital improvements program contained within this filing.

- a. Amount spent in preceding year \$2,743,857
- b. Amount expected to be spent next year \$7,550,000.

**Debt Service Schedule**

Date of Issue: 09/01/97  
 Interest Rate: 4.7178030%  
 Funding Source: Fleet Securities

<b><u>2.7M GO Bonds</u></b>			
	<u>Interest</u>	<u>Principal</u>	
3-1-03	\$32,633.38	\$0	
9-1-03	\$32,633.38	\$ 218,743.38	
		<b>Total</b>	\$284,010.14
3-1-04	\$28,399.38	\$0	
9-1-04	\$28,399.38	\$224,569.38	
		<b>Total</b>	\$281,368.14
3-1-05	\$23,838.43	\$0	
9-1-05	\$23,838.43	\$230,068.43	
		<b>Total</b>	\$277,745.29
3-1-06	\$18,940.47	\$0	
9-1-06	\$18,940.47	\$235,230.47	
		<b>Total</b>	\$273,111.41
3-1-07	\$13,749.51	\$0	
9-1-07	\$13,749.51	\$235,069.51	
		<b>Total</b>	\$262,568.53
3-1-08	\$8,437.83	\$0	
9-1-08	\$8,437.83	\$234,787.83	
		<b>Total</b>	\$251,663.49
3-1-09	\$2,892.25	\$0	
9-1-09	\$2,892.25	\$118,582.25	
		<b>Total</b>	\$124,366.75

**Debt Service Schedule**

Date of Issue: 03/01/94  
Interest Rate: 5.0593377%  
Funding Source: Fleet Securities

	<u>Interest</u>	<u>\$6.4M GO Bonds</u> <u>Principal</u>	
3-1-03	\$114,002.50	\$280,000.00	
9-1-03	\$107,772.50	\$0	
		<b>Total</b>	\$501,775.00
3-1-04	\$107,772.50	\$300,000.00	
9-1-04.	\$100,947.50	\$0	
		<b>Total</b>	\$508,720.00
3-1-05	\$100,947.50	\$315,000.00	
9-1-05.	\$93,663.13	\$0	
		<b>Total</b>	\$509,610.63
3-1-06	\$93,663.13	\$330,000.00	
9-1-06	\$85,825.63	\$0	
		<b>Total</b>	\$509,488.76
3-1-07	\$85,825.63	\$350,000.00	
9-1-07.	\$77,294.38	\$0	
		<b>Total</b>	\$513,120.01
3-1-08	\$77,294.38	\$365,000.00	
9-1-08	\$68,169.38	\$0	
		<b>Total</b>	\$510,463.76
3-1-09	\$68,169.38	\$385,000.00	
9-1-09.	\$58,544.38	\$0	
		<b>Total</b>	\$511,713.76
3-1-10	\$58,544.38	\$410,000.00	
9-1-10	\$48,089.38	\$0	
		<b>Total</b>	\$516,633.76
3-1-11	\$48,089.38	\$430,000.00	
9-1-11	\$37,070.63	\$0	
		<b>Total</b>	\$515,160.01
3-1-12	\$37,070.63	\$455,000.00	
9-1-12	\$25,240.63	\$0	
		<b>Total</b>	\$517,311.26
3-1-13	\$25,240.63	\$480,000.00	
9-1-13	\$12,940.63	\$0	
		<b>Total</b>	\$518,181.26
3-1-14	\$12,940.63	\$505,000.00	
		<b>Total</b>	\$517,940.63

**Debt Service Schedule**

Clean Water Finance Agency Loan  
\$10,165,250

**Borrower Debt Service**

<u>Date</u>	<u>Principal</u>	<u>Market Rate</u>	<u>Subsidized Rate</u>	<u>Interest</u>	<u>Loan Fee</u>	<u>Total</u>
5/13/2003	\$ -			\$ -	\$ -	\$ -
9/1/2003	-			23,916.00	3,421.95	27,337.95
3/1/2004	-			51,177.53	7,322.58	58,500.11
9/1/2004	-			80,866.51	11,570.54	92,437.05
3/1/2005	-			122,814.78	17,572.58	140,387.36
9/1/2005	375,250.00	2.27%	1.70%	150,216.91	21,493.33	546,960.24
3/1/2006	-			174,422.25	24,475.00	198,897.25
9/1/2006	385,000.00	2.63%	1.97%	174,422.25	24,475.00	583,897.25
3/1/2007	-			170,630.00	23,512.50	194,142.50
9/1/2007	390,000.00	3.05%	2.29%	170,630.00	23,512.50	584,142.50
3/1/2008	-			166,164.50	22,537.50	188,702.00
9/1/2008	400,000.00	3.43%	2.57%	166,164.50	22,537.50	588,702.00
3/1/2009	-			161,024.50	21,537.50	182,562.00
9/1/2009	410,000.00	3.83%	2.87%	161,024.50	21,537.50	592,562.00
3/1/2010	-			155,141.00	20,512.50	175,653.50
9/1/2010	420,000.00	4.11%	3.08%	155,141.00	20,512.50	595,653.50
3/1/2011	-			148,673.00	19,462.50	168,135.50
9/1/2011	435,000.00	4.35%	3.26%	148,673.00	19,462.50	603,135.50
3/1/2012	-			141,582.50	18,375.00	159,957.50
9/1/2012	450,000.00	4.50%	3.37%	141,582.50	18,375.00	609,957.50
3/1/2013	-			134,000.00	17,250.00	151,250.00
9/1/2013	465,000.00	4.61%	3.46%	134,000.00	17,250.00	616,250.00
3/1/2014	-			125,955.50	16,087.50	142,043.00
9/1/2014	480,000.00	4.73%	3.55%	125,955.50	16,087.50	622,043.00
3/1/2015	-			117,435.50	14,887.50	132,323.00
9/1/2015	500,000.00	4.84%	3.63%	117,435.50	14,887.50	632,323.00
3/1/2016	-			108,360.50	13,637.50	121,998.00
9/1/2016	520,000.00	4.91%	3.68%	108,360.50	13,637.50	641,998.00
3/1/2017	-			98,792.50	12,337.50	111,130.00
9/1/2017	535,000.00	5.02%	3.76%	98,792.50	12,337.50	646,130.00
3/1/2018	-			88,734.50	11,000.00	99,734.50
9/1/2018	555,000.00	5.11%	3.83%	88,734.50	11,000.00	654,734.50
3/1/2019	-			78,106.25	9,612.50	87,718.75
9/1/2019	580,000.00	5.23%	3.92%	78,106.25	9,612.50	667,718.75
3/1/2020	-			66,738.25	8,162.50	74,900.75

9/1/2020	600,000.00	5.30%	3.97%	66,738.25	8,162.50	674,900.75
3/1/2021	-			54,828.25	6,662.50	61,490.75
9/1/2021	625,000.00	5.40%	4.05%	54,828.25	6,662.50	686,490.75
3/1/2022	-			42,172.00	5,100.00	47,272.00
9/1/2022	650,000.00	5.46%	4.09%	42,172.00	5,100.00	697,272.00
3/1/2023	-			28,879.50	3,475.00	32,354.50
9/1/2023	680,000.00	5.52%	4.14%	28,879.50	3,475.00	712,354.50
3/1/2024	-			14,803.50	1,775.00	16,578.50
9/1/2024	<u>710,000.00</u>	5.56%	4.17%	<u>14,803.50</u>	<u>1,775.00</u>	<u>726,578.50</u>
	\$ 10,165,250.00			\$ 4,581,879.73	\$ 602,180.98	\$ 15,349,310.71



# SCHEDULE C

Page 1 of 1

## SCHEDULE OF LEASE PAYMENTS

	<u>Test Year</u>	<u>Rate Year</u>
Land rental charges for Providence and Worcester Railroad	\$2,043	\$2,167
Rental for Office Trailer	\$1,755	\$1,862

**Property Tax Expense Summary**

	<u>FY 2001</u>	<u>FY2002</u>	<u>FY2003</u>	<u>FY2004</u>
North Smithfield	\$94,366	\$104,145	\$105,818	\$104,117
Blackstone	\$15,976	\$9,712	\$13,777	\$11,927
Lincoln	\$12,012	\$9,652	\$9,712	\$10,870
Smithfield	\$10,876	\$13,375	\$13,870	\$14,314
Albion Fire Dist.	\$310	\$367	\$410	\$402
Manville Fire Dist.	\$267	\$327	\$327	\$327
<hr/>				
Total	\$133,807	\$137,578	\$143,915	\$141,958

**WOONSOCKET WATER DIVISION  
EMPLOYEE AND OVERTIME INFORMATION**

	<b>FY2003</b>	<b>FY2002</b>	<b>Calendar Year</b>
Number of Employees	July (32) - June (33)	July (31) - June (32)	Jan. (32) - Dec. (31)
Overtime	\$122,575.73	\$142,182.08	

## **Summary of Affiliate Transactions**

WWD Bills the City of Woonsocket (City) for metered water use, service charges and public fire protection in accordance with the RIPUC approved tariff. WWD reimburses the City for allocated expenses for insurances (health, liability etc.) outside annual audit, and the RIPUC approved City Services Charges.

In addition WWD pays the wastewater fund a sewer assessment based on flow and suspended solids content.

Woonsocket Water  
Division  
Balance Sheet As Of  
December 31, 2003

	<b>Water Fund</b>
<b>Assets</b>	
<b>Current Assets</b>	
Cash and cash equivalents	\$ 231,866
Investments at cost	2,397,337
<b>Accounts Receivable</b>	
Usage fees (Net of Allowance)	3,092,652
Due from other governments	-
Other	-
Due from other funds	3,656,617
<b>Total current Assets</b>	<b>9,378,472</b>
<b>Non-current assets</b>	
Property, plant and equipment	0
Plant facilities and equipment in service	28,672,880
Less accumulated depletion	15,008,439
Net property, plant and equipment	13,664,441
<b>Other assets</b>	-
<b>Total Assets</b>	<b>23,042,913</b>
<b>Liabilities</b>	
<b>Current liabilities</b>	
Accounts payable	736,966
Due to other funds	4,457,249
Current portion of bonds payable	299,999
Accrued compensated absences	387,138
Accrued expenses	0
Other liabilities	0
Currents portion of notes payable	347,999
<b>Total current liabilities</b>	<b>6,229,351</b>
<b>Non-current liabilities</b>	
Notes payable long term portion	-
Bonds payable long term portion	5,207,052
<b>Total non-current liabilities</b>	<b>5,207,052</b>
<b>Total liabilities</b>	<b>11,436,403</b>
<b>Net Assets</b>	
Invested in capital assets, net of related debt	8,059,560
Unrestricted	3,546,950
<b>Total Net Assets</b>	<b>11,606,510</b>

CITY OF WOONSOCKET, RHODE ISLAND  
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND ASSETS  
FOR THE CALANDER YEAR ENDED DECEMBER 31, 2003

OPERATING REVENUES	
USAGE SALES AND FEES	\$4,292,130
OPERATING EXPENSES	
SALARIES AND BENEFITS	\$1,178,946
PURCHASED SERVICES	\$742,846
OPERATING SUPPLIES	\$399,000
FIXED AND GENERAL CHARGES	\$1,316,464
DEPRECIATION	\$658,448
MISCELLANEOUS	
TOTAL OPERATING EXPENSES	\$4,295,704
OPERATING INCOME (LOSS)	-\$3,574
NON-OPERATING REVENUES	
INTEREST INCOME	\$154,911
INTEREST EXPENSE	-\$275,842
AMORTIZATION	
TOTAL NON-OPERATING INCOME (EXPENSES)	-\$120,931
NET CHANGE IN ASSETS	-\$124,505
NET CHANGE IN UNRESERVED NET ASSETS	-\$124,505
CHANGES IN RESTRICTED FUND BALANCES	
TOTAL NET ASSETS UNRESERVED DECEMBER 31, 2002	\$3,671,455
TOTAL NET ASSETS UNRESERVED DECEMBER 31, 2003	\$3,546,950

# WOONSOCKET WATER DIVISION

## WATER STATISTICS

	REPORT PERIOD <u>1999</u>	REPORT PERIOD <u>2000</u>	REPORT PERIOD <u>2001</u>	REPORT PERIOD <u>2002</u>	REPORT PERIOD <u>2003</u>
TOTAL WATER DISTRIBUTED	2,330,733	2,361,671	2,193,045	2,115,882	2,030,743
TOTAL METERED SALES	1,969,814	2,091,982	1,930,489	1,860,311	1,859,967
UNMETERED SALES	5,287	0	2,527	2,286	2,588
WATER USED BY COMPANY	95,385	101,167	95,959	89,338	85,082
TOTAL DISPOSITION OF WATER	2,070,486	2,193,149	2,028,975	1,951,935	1,947,637
UNACCOUNTED FOR WATER	260,247	168,522	164,070	163,947	83,106
PERCENTAGE	11.17%	7.14%	7.48%	7.75%	4.09%

Compliance

The Woonsocket Water Division is current with all Annual, Semi Annual, and Periodic reporting requirements of RIPUC Docket 3512.

The Woonsocket Water Division has funded all Restricted Accounts in accordance with the requirements of RIPUC Docket 3512.



**Restricted Accounts Summary for the 12 Month Period Ended: 6/30/01**

<u>Account Description</u> <u>From Docket 2904 &amp; 3512 *</u>	<u>July 1</u>	<u>Funding</u>	<u>Interest</u>	<u>Expenses</u>	<u>Balance</u>
Renewal & Replacement Funding-\$200,000	\$318,296	200,000	16,442	115,072	419,666
Chemicals Funding-\$213,884	\$515,135	213,884	23,723	267,143	485,599
Debt Service 1,158,707 Funding-\$919,241	\$1,158,707	864,991	10,662	1,882,017	152,343
Rate Case Expense Funding-\$20,000	\$167,594	32,270	10,111	12,579	197,396
Infrastructure Replacement Funding-\$650,605	\$650,605	650,605	33,413	381,542	953,081

\* Note: 3512 was effective 9/1/03

**Restricted Accounts Summary for the 12 Month Period Ended: 6/30/02**

<u>Account Description</u> <u>From Docket 2904</u>	<u>July 1</u>	<u>Funding</u>	<u>Interest</u>	<u>Expenses</u>	<u>Balance</u>
Renewal & Replacement Funding-\$200,000	\$419,716	200,000	8,820	157,379	471,157
Chemicals Funding-\$213,884	\$485,567	213,884	9,680	297,577	411,554
Debt Service  Funding-\$919,241	\$152,343	919,241	5,058	1,053,330	23,312
Rate Case Expense Funding-\$20,000	\$197,396	20,000	4,240	17,270	204,366
Infrastructure Replacement Funding-\$650,605	\$953,081	650,605	20,300	577,800	1,046,186

**Restricted Accounts Summary for the 12 Month Period Ended: 6/30/03**

<u>Account Description</u> <u>From Docket 2904</u>	July 1	Funding	Interest	Expenses	Balance
Renewal & Replacement Funding-\$200,000	\$471,157	200,000	2,409	548,903	124,663
Chemicals Funding-\$213,884	\$411,554	213,884	4,218	296,400	333,256
Debt Service  Funding-\$919,241	\$23,312	919,241	1,401	753,266	190,688
Rate Case Expense Funding-\$0	\$204,366	0	2,745	32,383	174,728
Infrastructure Replacement Funding-\$670,605	\$1,046,186	670,605	7,798	50,391	1,674,198

**Restricted Accounts Summary for the 6 Month Period Ended: 12/31/03**

<u>Account Description</u> <u>From Docket 3512</u>	July 1	Funding	Interest	Expenses	Balance
Renewal & Replacement Funding-\$150,000	\$124,663	100,000	367	129,539	95,491
Chemicals Funding-\$213,884	\$333,256	103,000	1,747	51,991	386,012
Debt Service 1,158,707 Funding-\$837,688	\$190,688	350,000	811	353,458	188,041
Rate Case Expense Funding-\$20,000	\$174,728	0	908	47,479	128,157
Infrastructure Replacement Funding-\$825,000	\$1,674,198	500,000	9,320	415,255	1,768,263

SCHEDULE K  
Page 1 of 1

	Item	Ken	United	Residence	Newport	Average	Average W/o Woon.	% below average	Plus 3%	Plus Upgrade
	Genl	56,593	46,300	72,464	53,000	91,659	97,082	34%	66,478	71,132
	Pl. Equip. Oper	55,286	61,000	55,845	71,213	54,162	55,944	16%	56,914	58,621
	Pl. Equip. Oper	54,140	34,287	34,141	31,301	40,772	32,386	25%	25,041	26,794
	Principal Equip. Op	30,868	38,945	40,754	41,924	45,788	39,887	23%	31,794	31,794
	Plant Equip. Oper	33,089	42,515	NA	32,839	41,621	37,530	14%	34,082	35,104
	Water Works Clerk	24,312	34,943	32,304	28,095	29,308	31,163	22%	25,041	26,293
	Chemist	42,168	NA	NA	47,613	53,062	48,557	17%	43,433	44,736
	Eng. Aide	34,721	41,600	NA	42,307	43,545	40,365	17%	35,763	36,836
	Treat. Plant. Op	33,167	41,724	42,649	37,724	39,988	39,792	17%	34,162	35,187
	Sr Water Foreperson	38,807	50,128	NA	47,613	57,792	48,585	25%	39,971	42,769
	Water Foreperson	33,350	46,800	NA	42,307	49,905	43,091	28%	34,351	36,755
	Utility	28,701	40,144	37,098	36,376	31,325	34,729	21%	29,562	31,040
	Meter Foreperson	28,171	43,264	NA	32,839	36,105	36,879	28%	29,016	31,047
	Meter Reader	26,234	38,189	36,168	31,310	34,035	34,932	25%	27,021	28,912
	Heavy	30,294	40,934	38,538	32,839	41,057	38,391	21%	31,203	32,763
	Mechanic	39,404	50,128	NA	37,724	41,621	41,877	7%	40,586	41,804
	Water Supply Insp	37,837	NA	NA	NA	33,746	30,792	18%	28,672	30,106
	Accountant	47,693	NA	NA	52,448	59,659	50,372	19%	43,974	46,172
	Data Entry	23,652	34,943	32,304	28,095	39,308	31,660	30%	24,362	26,067
	Sr Water Works Clerk	35,534	35,250	35,184	31,801	36,243	34,121	25%	26,300	28,141



## CITY OF WOONSOCKET, RHODE ISLAND

FORWARD WOONSOCKET  
 "A CITY ON THE MOVE"

ROBERT F. STROM  
 FINANCE DIRECTOR

SUSAN D. MENARD  
 MAYOR

May 4, 2004

Mr. Jim Marvel  
 Water Department Superintendent  
 1500 Manville Road  
 Woonsocket, RI 02895

Dear Jim:

Based upon the latest Fiscal Year 05 estimated % increases from our insurance carriers the following rates are applicable:

General Liability	10%
Fleet Liability	10%
Workmen's Comp	10%
Health Insurance	10%
Dental Insurance	5%
Group Life Insurance	0%

The above percentages should provide you with the necessary data to process your PUC filing and your own FY 05's Budget.

Sincerely,

Robert F. Strom  
 Finance Director

cc: Paul O'Connor

RFS/cc

Cost Of Service / Operating Results For FY 2001, 2002, 2003

<u>Revenues</u>	<u>FY 2001</u>	<u>FY 2002</u>	<u>FY2003</u>
Water Sales	\$4,705,004	\$4,480,886	\$4,608,438
Interest Income	\$270,194	\$238,431	\$145,825
Miscellaneous Income	\$72,164	\$64,194	\$14,412
Retainage on surcharge	\$27,870	\$26,090	\$26,832
Total Revenues	\$5,075,232	\$4,809,601	4,795,507
 <u>Expenditures</u>			
Operations/Maintenance	\$437,573	\$371,937	\$418,220
Source of Supply/Purchased Water	\$11,187	\$7,712	\$4,346
Pumping Operations	\$0	\$0	\$0
Water Treatment	\$73,086	\$121,460	\$90,966
Transmission & Distribution	\$188,481	\$174,355	\$149,583
Customer Account	\$2,501	\$17,721	\$32,632
Administrative & General	\$372,570	\$200,205	\$329,557
Total Operations	\$1,085,398	\$893,390	\$1,025,304
 Debt Service			
Funding of Restricted Account	\$919,241 *	\$919,241	\$919,241
 Capital Expenses			
(funded from operating revenue)	\$0	\$0	\$0
Payment/Charges From Affiliates	\$0	\$0	\$0
 <u>Salaries</u>			
	\$1,025,134	\$1,120,114	\$1,192,850
 <u>Fixed &amp; General</u>			
	\$1,875,913	\$1,662,610	\$1,750,047
 Total Expenditures			
	\$4,905,686	\$4,595,355	\$4,887,442
 Surplus / (Deficit) From Operations			
	\$169,546	\$214,246	\$(91,935)

\* Includes \$54,250 of RAN interest

# SCHEDULE N





# Constellation NewEnergy.

*A Member of the  
Constellation Energy Group*

<b>To: Mr. Robert Strom</b>	<b>Date: 12/16/2003 16:26:22</b>
<b>City Of Woonsocket</b>	<b>From: Erik Everton</b>
<b>Fax: 401-769-4714</b>	<b>Constellation NewEnergy</b>
<b>Phone: 401-762-6400</b>	<b>Phone: 617-772-7530</b>
<b>Department:</b>	<b>Fax: 617-772-7550</b>
<b>Pages: 8 including cover sheet</b>	<b>Email: Erik.Everton@Constellation.com</b>

Robert,

Here is a copy of the agreement that I have modified to show pricing and terms as you requested. An executed copy will be mailed to you once all of your accounts are enrolled.

Thanks again and let me know if you have any questions.

Erik Everton

800 Boylston St, 28th Floor \* Boston, MA 02199 \* Phone: 617 - 772 - 7500 \* Fax: 617 - 772 - 7550  
[www.NewEnergy.com](http://www.NewEnergy.com)

Received Dec-17-2003 09:02am From

To-ADLER POLLOCK & SHEE Page 002

PRIVATE AND CONFIDENTIAL



**Constellation NewEnergy, Inc.  
Energy Service Agreement  
Fixed Price**

This Energy Service Agreement ("Agreement") is entered into by CONSTELLATION NEWENERGY, INC. ("NewEnergy") and City of Woonsocket, Rhode Island ("Customer") effective this 16th day of December, 2003 ("Contract Date"). NewEnergy and Customer may be referred to individually as "Party" or collectively as "Parties".

- 1. Service.** Customer agrees to purchase, and NewEnergy agrees to supply, all of Customer's full electricity requirements from the Beginning of Service Date until the End of Service Date pursuant to this Agreement and the attached General Terms and Conditions for the LDC Account Numbers listed on the Pricing Schedule below. NewEnergy shall sell and deliver and Customer shall purchase and take delivery of the electricity at the Delivery Point(s). Customer is not obligated to purchase or take delivery of any minimum quantity of electricity. NewEnergy shall be responsible for arranging with the LDC for the measurement or deliveries of electricity made hereunder. The LDC shall be responsible for meter reading, for the electricity delivery system and all interruptions in the delivery of service. Customer shall be responsible for notifying NewEnergy if Customer has knowledge of any of the following: (i) any change of the name affiliated with the Account Number(s); (ii) an Account Number is closed for any reason; (iii) an Account Number is closed for any reason and replaced with another account number; and/or (iv) a new account number is assigned by the LDC to Customer's Service Address.
- 2. Term.** This Agreement shall be in effect from the Contract Date until the End of Service Date, subject to earlier termination in accordance with the terms hereof and survival in accordance with section T1.4 of the attached General Terms and Conditions ("Term").
- 3. Price.** For the Term of this Agreement Customer shall pay NewEnergy a fixed price per kilowatt-hour as set forth in the Pricing Schedule below (the "Energy Charge") for electricity delivered to Customer. The Energy Charge does not include any LDC charges for transmission and distribution services or any applicable taxes with regard to the delivery of electricity. Any such charges or taxes shall be the responsibility of Customer.
- 4. Electric Energy Supply.** If, on or after the Beginning of Service Date, NewEnergy elects to keep the Customer on Last Resort Service or place Customer on Last Resort Service at any time during the Term, NewEnergy will pay the Customer the difference between the Energy Charge under this Agreement and the applicable Last Resort Service rate in effect at that time. All such payments shall be sent to Customer in accordance with NewEnergy's normal billing cycle. Customer agrees to provide reasonable assistance and cooperation to NewEnergy in switching the Customer off of or onto Last Resort Service at such time as NewEnergy determines.

*The Remainder of this Page is intentionally left blank*

040603 Contract ID \_\_\_\_\_

Received Dec-17-2003 09:02am

From-

To-ADLER POLLOCK & SHEE

Page 003

PRIVATE AND CONFIDENTIAL

5. Pricing Schedule I for the city Account(s).

Energy Charge: (cents per kWh)	LDC:	Beginning of Service Date: From the first meter read date available for enrollment on or after	End of Service Date: To the first meter read date on or after
\$0.0544 from Beginning of Service Date until the first available meter read date after 5/1/04 on which Customer's LDC reads Customer's meter (the "May Meter Read Date"). \$0.0672 from the May Meter Read Date until the End of Service Date.	NECO	1/1/04	12/1/08
Service Address for Account Number(s):			
Account Number(s)*: See Attachment A			

\*As may be updated or replaced with a new account number by the LDC for the above listed Service Address(es).

Pricing Schedule II for wastewater Account.

Energy Charge: (cents per kWh)	LDC:	Beginning of Service Date: From the first meter read date available for enrollment on or after	End of Service Date: To the first meter read date on or after
\$0.0537 from Beginning of Service Date until the first available meter read date after 5/1/04 on which Customer's LDC reads Customer's meter (the "May Meter Read Date"). \$0.0540 from the May Meter Read Date until the End of Service Date.	NECO	1/1/04	12/1/08
Service Address for Account Number(s): Marvle Rd PLT B WTR, Methuen, RI			
Account Number(s): 46644021938200			

\*As may be updated or replaced with a new account number by the LDC for the above listed Service Address(es).

6. Invoicing and Payment. Subject to applicable law and regulation, NewEnergy may elect one of the following billing options: (i) NewEnergy provides a single bill for the Account(s) for amounts due NewEnergy from Customer under this Agreement, or (ii) all invoices related to electricity services provided by NewEnergy as to each of the Account(s) served under this Agreement will be sent by the LDC in accordance with its applicable terms and conditions. Under the first option, NewEnergy will issue invoices to Customer according to NewEnergy's normal billing cycle and Customer agrees to direct all payments related to electricity services as to each of the Account(s) served under this Agreement to NewEnergy on a timely basis in accordance with section 11.2 of the attached General Terms and Conditions, and pay the NewEnergy Cost of Electricity Services without offset or reduction of any kind. Under the second option all payments related to the electricity services provided by NewEnergy as to each of the Account(s) served under this Agreement shall be sent to the LDC in accordance with its applicable Terms and Conditions. If it is impractical to meter the electric supply for an invoice period, NewEnergy's estimates shall constitute the basis of computation of electrical supply for billing purposes.
7. Definitions, Terms and Notice. Capitalized terms shall have the meanings provided in this Agreement and as stated in the accompanying General Terms and Conditions incorporated herein by reference. All notices, requests or approvals required hereunder shall be in writing and shall be deemed given on the business day received. All such notices shall be delivered personally, by facsimile, by certified mail, return receipt requested, or by overnight carrier to the addresses provided below.

040803 Contract ID \_\_\_\_\_

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To-ADLER POLLOCK & SHEE Page 004

Dec-16-03 03:25P

PRIVACY AND CONFIDENTIALITY

- NewEnergy Customer Service. Customer may request information regarding its invoice or services by calling NewEnergy toll-free at (1-888-808-7731). Customer agrees to contact its LDC in the event of an emergency, (power outage or other service disruption). Additional information may be obtained by contacting the Rhode Island Division of Public Utilities and Consumer (PUC) at (401) 941-6306.
- Authorization and Execution. Customer hereby represents and warrants to NewEnergy that (i) the person executing this Agreement is duly authorized to do so on behalf of Customer, (ii) this Agreement constitutes a legal, valid and binding obligation of Customer, and (iii) there is no material event(s) which would impair Customer's right, authority or ability to execute this Agreement and otherwise consummate the transactions contemplated by this Agreement.
- Credit Requirement. NewEnergy reserves the right to conduct a credit check on Customer and to refuse service if Customer does not meet NewEnergy's credit standards or NewEnergy may require Customer to provide a deposit.
- General Terms and Conditions. The General Terms and Conditions attached hereto are hereby incorporated into and made a part of this Agreement. All references to this Agreement shall include this Agreement and the attached General Terms and Conditions.
- Counterparts. This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument.

THIS AGREEMENT IS NOT ENFORCEABLE UNTIL IT IS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NEWENERGY.

CONSTELLATION NEWENERGY, INC.

BY \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

Constellation NewEnergy, Inc.  
800 Boylston Street, 20<sup>th</sup> Floor  
Boston, MA 02116  
Phone (617) 772-7000  
Facsimile (617) 772-7002

CUSTOMER

*Susan D. Menard*

Name: SUSAN D. MENARD

Title: MAYOR

*Robert F. Strom*  
Robert F. Strom  
Finance Director

Customer Billing Address:  
City of Woonsocket  
Attn: Finance Dept.  
101 Main St Woonsocket, RI  
02896  
Phone: 401-764-2238  
Facsimile: 401-764-2714  
E-mail: strom@woonsocketri.org

Prepared By:  
**DOM EVERTON**

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Received Dec-17-2003 09:02am

From-

To-ADLER POLLOCK & SNEE Page 005

UNPAID AND CONFIDENTIAL

### GENERAL TERMS AND CONDITIONS

"Delivery Point" means the point of interconnection between third party transmission and distribution systems, and the local transmission of Customer's LDC.  
 "Demand" shall mean Customer's peak billed demand on a monthly basis measured in kilowatts.  
 "ISO" means Independent System Operator or other entity administering transmission reliability and control, providing a recognized power exchange or operating an open market wholesale energy exchange.  
 "Last Resort Service" means the service provided by the LDC in accordance with Applicable Rhode Island Law to a retail customer who is not receiving electricity from a competitive supplier or receiving Rhode Island Standard Offer Service.  
 "LDC" means the local distribution company owning and maintaining the distribution system required for reliable delivery of electricity to the delivery point for the Account(s) identified on the Pricing Schedule.  
 "NewEnergy Cost of Electricity Services" shall mean the product of the following as to each of the Account(s): (i) the Energy Charge multiplied by (ii) Customer's kilowatt-hour (kWh) usage during the applicable period.  
 "Off-Peak" shall mean the hours between 11:00 p.m. EST and 7:00 a.m. EST as defined by the ISO. In the event that the ISO changes its definition of the Off-Peak periods, this agreement will be modified accordingly.  
 "On-Peak" shall mean the hours between 7:00 a.m. EST and 11:00 p.m. EST as defined by the ISO. In the event that the ISO changes its definition of the On-Peak periods, this agreement will be modified accordingly.  
 "Pricing Schedule" means the Pricing Schedule contained in the Energy Service Agreement and providing the Account(s) and such other information as may be required by NewEnergy Services.  
 "Standard Offer Service" means the service provided by the LDC in accordance with Applicable Rhode Island Law to a retail customer who is not receiving electricity from a competitive supplier or receiving Rhode Island Last Resort Service.

### DEFINITIONS

#### GENERAL

**71.1 Electricity Procurement.** NewEnergy is authorized to and will select on behalf of Customer such sources of electricity as it deems appropriate in its sole discretion as to the Account(s). NewEnergy may elect in its sole discretion from time to time for all or part of the term hereof: (i) to move any Account(s) on or off of the LDC's bundled last service line in effect; or (ii) utilize alternate electricity supply sources for the Account(s). Customer authorizes NewEnergy to execute on its behalf any documents necessary to effectuate any such election. Notwithstanding any such action, this Agreement and the NewEnergy Cost of Electricity Services shall remain in full force and effect throughout the term of this Agreement.  
**71.2 Payment For NewEnergy Provided Services.** For any invoices provided by NewEnergy for the Account(s), amounts due under this Agreement shall be due and payable by Customer on the date of such invoice without offset or reduction of any kind. Any sums billed and not received by NewEnergy within sixty (60) days of the invoice date shall be automatically assessed a late payment charge of one and one-half percent (1.5%) per month, which charge may be included on a subsequent invoice. All such late payment charges shall be payable on demand. NewEnergy reserves the right to adjust its billing cycle from time to time, including the right to estimate in advance all or part of amounts due during such cycle, with end of cycle reconciliation against Customer's actual consumption.  
**71.3 Payment For LDC Provided Invoices.** For any invoices provided by the LDC for the Account(s), payments shall be sent to the LDC in accordance with its Terms and Conditions. If any payment by Customer to LDC is late under the Terms and Conditions of the LDC, NewEnergy may increase the price of electricity paid by Customer to the effective Last Resort Service rate beginning the date such payment becomes late and continue to charge Customer at such rate until Customer becomes current with such date under existing LDC invoices.  
**71.4 Survival.** The applicable provisions of this Agreement shall continue in effect after termination or cancellation in the event necessary to provide for final billing, billing adjustments and payments.

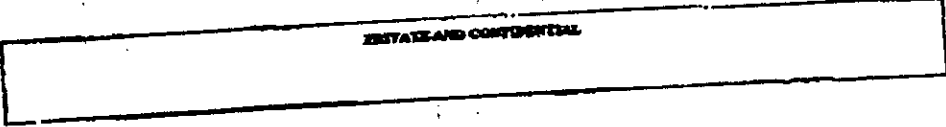
#### REMEDIES

**71.1 General.** If this Agreement is terminated for any reason, NewEnergy may, consistent with law and regulation and upon notice to Customer, immediately move any of the Account(s) to LDC for service and pursue all additional remedies available at law or in equity.  
**71.2 Notice of Material Changes.** Customer acknowledges that the Energy Charge is based upon Customer's historical monthly usage as of the Contract Date and material rate of consumption for all Account(s). Customer shall use commercially reasonable efforts to provide NewEnergy prior written notice as soon as possible after Customer has knowledge of any event or circumstance that Customer incurs or should know may pathologically increase or decrease the usage at the Service Address(es). Customer will not incur any fees, costs or penalties from NewEnergy for failing to provide notice as provided for in this paragraph.

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INTENT AND CONFIDENTIAL

**72.3 Limitation of Liability.** The liability of NewEnergy and its affiliates for any and all claims arising from or relating to this Agreement, including any causes of action in contract, tort or strict liability, shall not exceed the full amount due for Customer's NewEnergy Cost of Electricity Services under its final LDC billing cycle and shall be limited to direct actual damages subject to Customer's duty to mitigate. Notwithstanding any other provision of this Agreement, in no event shall NewEnergy or its affiliates be liable for any consequential, exemplary, special, incidental or punitive damages, including, without limitation, lost opportunities or lost profits. As between the Parties, each Party shall be responsible for and shall indemnify, defend and hold the other Party harmless with respect to any losses, injuries, claims or damages resulting from any negligent or wrongful act of such indemnifying Party.

**MISCELLANEOUS**

**72.1 Independent Contractor and License.** NewEnergy is and will perform as an independent contractor under this Agreement. Except as otherwise provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other and drafting herein shall be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking. NewEnergy is licensed by the Rhode Island Division of the Public Utilities and Carriers to perform the services identified in this Agreement.

**72.2 Customer Information and Confidentiality.** Customer authorizes NewEnergy to review Customer's credit history from time to time and agrees to provide NewEnergy with commercially reasonable credit arrangements upon request or NewEnergy may require Customer to provide a deposit. NewEnergy may immediately terminate this Agreement or suspend service for Customer's non-compliance with this Section. All terms of this Agreement are confidential and shall not be disclosed by Customer without NewEnergy's prior written consent, except as required by law.

**72.3 Force Majeure.** Notwithstanding any other provision of this Agreement, if either Party is unable to carry out any obligation under this Agreement (other than an obligation to pay for services) due to Force Majeure, this Agreement shall remain in effect but such obligation shall be suspended for the period necessary as a result of the Force Majeure, provided that (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature and date of the occurrence and the expected duration of the disability; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the non-performing Party uses commercially reasonable efforts to remedy its inability to perform. "Force Majeure" means an event that is not within the reasonable control of the Party claiming suspension ("Claiming Party"), and that by the exercise of due diligence, the Claiming Party is unable to overcome in a commercially reasonable manner or obtain or cause to be obtained a commercially reasonable substitute performance therefor and shall not be deemed a breach or Last Resort under this Agreement. Force Majeure includes, but is not limited to, acts of God, fire, war, flood, earthquake, civil disturbance, sabotage, facility failure, breakdown of equipment or machinery, curtailment, diversion or interruption of supply by or as a result of the LDC, declaration of emergency by the ISO, regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority and any other events similar to the above. In the event the Force Majeure continues for a period in excess of thirty (30) days, the performing Party may terminate this Agreement by providing the non-performing Party written notice of not less than fifteen (15) days.

**72.4 Entire Agreement.** This Agreement, including its General Terms and Conditions, embodies the entire agreement and understanding of the Parties, supersedes all prior agreements and understandings of the Parties related to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous oral or written agreement. Receipt of a facsimile copy of Customer's signature shall be considered an original for all purposes under this Agreement and Customer agrees to provide its handwritten signature upon request. No amendment to this Agreement shall be valid or given effect unless such amendment is in writing and executed by both Parties.

**72.5 Governing Law.** The validity, performance, and construction of this Agreement shall be governed and interpreted in accordance with the laws of the State of Rhode Island, including, without limitation, the sales, regulations and orders of the Rhode Island Public Utilities Commission and/or Division of Public Utilities and Carriers, and without giving effect to conflict of law principles. Any controversy or claim arising from or relating to this Agreement shall be settled in accordance with the express terms of this Agreement by a court located in Rhode Island.

**72.6 Third Parties.** The services provided by NewEnergy pursuant to this Agreement are for the exclusive benefit of the Parties herein. If Customer is represented by an agent or broker in connection with the procurement or performance of this Agreement, Customer shall be fully responsible for any fee, commission or other compensation owing any such agent or broker, and shall indemnify, defend and hold NewEnergy and its affiliates harmless from any and all claims for compensation of any such agent or broker arising from or relating to this Agreement. This Agreement shall be binding upon the Parties and all permitted assigns and other successors-in-interest of the Parties.

**72.7 Waiver, Assignment and Severability.** No waiver in the requirements of this Agreement shall occur based on a failure of either Party to provide notice of any Last Resort or other equipment under this Agreement and failure to object to any Last Resort shall not operate or be construed as a waiver of any (future) Last Resort, whether like or different in character. Neither Party shall assign this Agreement without the prior written consent of the other Party; provided, however, Customer hereby consents to the assignment of this Agreement to any subsidiary or affiliate of NewEnergy. If any portion of this Agreement, or application thereof to any person or circumstances, shall be held legally invalid, the remaining portion(s) of this Agreement shall not be affected and shall be valid and enforced to the fullest extent permitted by law or equity.

**72.8 Conciliation.** Notwithstanding any other provision of this Agreement, NewEnergy may cancel this Agreement as to any of the Account(s) if Customer fails to make any payment within seven (7) days after receiving notification from NewEnergy sent via facsimile or overnight mail that NewEnergy has not received payment from Customer by the date specified for payment and NewEnergy may move service to any of the Account(s) to the LDC. Customer acknowledges and agrees that it shall be responsible to remit full payment to NewEnergy within fourteen (14) days of the final invoice date, inclusive of all applicable charges and NewEnergy's costs of collections and other remedies at law or in equity.

**72.9 DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESS, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE AS TO NEWENERGY AND ITS AFFILIATES UNDER THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND NEWENERGY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

By initiailing this box Customer indicates its acceptance of the terms and conditions contained on this page.  
  
\_\_\_\_\_  
(Name of authorized representative)

040603 Const ID \_\_\_\_\_

Attachment A

LINE	ADDRESS	CITY	STATE	ZIP
4864401000028	1208 PARK EAST DR PMP B SEW	WOONSOCKET	RI	
4864401000028	ST LOUIS AVE STA B PMP	WOONSOCKET	RI	
48644014010028	DIAMOND HILL RD P 608	WOONSOCKET	RI	
48644031000028	EDWARDS ST P 3	WOONSOCKET	RI	
48644021180028	FLORENCE DR P 1-1	WOONSOCKET	RI	
48644007200008	1208 PARK EAST DR PMP B SEW	WOONSOCKET	RI	
48644021800028	MANVILLE RD ER B SEW	WOONSOCKET	RI	
48644031821028	N MAIN ST PMP B SWR	WOONSOCKET	RI	
48644040445028	228 PRIVILEGE ST STA B PMP	WOONSOCKET	RI	
48644040447028	PRIVILEGE ST P 12A2	WOONSOCKET	RI	
48644041400028	CUMBERLAND HILL RD ERA B IND	WOONSOCKET	RI	
48644030120000	MAIN ST P 8A1	WOONSOCKET	RI	
48642110718028	RESERVOIR RD P 28A N SMITHFIELD	RI		
48642110717028	101 RESERVOIR RD P 28 N SMITHFIELD	RI		
48644038440028	228 PRIVILEGE ST P 12A2	WOONSOCKET	RI	
486440412067028	PARK EAST DR STA B PMP	WOONSOCKET	RI	
48644041800028	PARK EAST DR TWR B WTR	WOONSOCKET	RI	
48644030630028	WELLES ST DPT B WTR	WOONSOCKET	RI	
48644041440028	NEWLAND AVE FLD B AL	WOONSOCKET	RI	
48644040018028	402 AYLWORTH AVE FLD B AL	WOONSOCKET	RI	
48644014040028	P 608 DIAMOND HILL RD OPT B WTR	WOONSOCKET	RI	
48644030730028	MENDON RD TWR B WTR	WOONSOCKET	RI	
48644032370028	DIAMOND HILL RD TANK B WTR	WOONSOCKET	RI	
48644012013000	RI JODES AVE	WOONSOCKET	RI	
48644021000028	LODGE ST P 8	WOONSOCKET	RI	
48644200000028	OFF MANVILLE RD RSE B FYR	WOONSOCKET	RI	
48644200000028	1000 MANVILLE RD 60N B WTR	WOONSOCKET	RI	
48644200000028	888A MANVILLE RD P 888A	WOONSOCKET	RI	
48644021180028	108 DAVIDSON AVE AGE B GAR	WOONSOCKET	RI	
48644030811028	188 MAIN ST HAL B CTY	WOONSOCKET	RI	
48644030800028	MAIN ST P 8A1	WOONSOCKET	RI	
48644041400028	CUMBERLAND HILL RD AGE B GAR	WOONSOCKET	RI	
48644012770028	1117 RIVER ST	WOONSOCKET	RI	
48644012770028	843 RIVER ST AGE	WOONSOCKET	RI	
48644030800028	807 CLINTON ST STA B PMP	WOONSOCKET	RI	
48644031807028	SINGELTON ST P 2A3	WOONSOCKET	RI	
48644010445028	E MAIN ST DAM B HYD	WOONSOCKET	RI	
48644000000028	188 MAIN ST LTS B FLD	WOONSOCKET	RI	
48644031000028	RIVER ST P 38	WOONSOCKET	RI	
48644030847028	RIVER ST P 8	WOONSOCKET	RI	
48644041800028	PARK EAST DR N B BIG	WOONSOCKET	RI	
48644030000028	HIGH ST LOT B PRK	WOONSOCKET	RI	
48644030000028	SLACKSTONE ST P 1-1A	WOONSOCKET	RI	
48644030000028	H-108 MAIN ST LTS B ST	WOONSOCKET	RI	
48644030400028	MONUMENT SQ LTS B ST	WOONSOCKET	RI	

49844007998506	189 MAIN ST LTS B ST.WOONSOCKET,RI
49844040178028	SOCIAL ST P 8 ELBO.WOONSOCKET,RI
49844180091028	RYE 148A BE B 6LO.WOONSOCKET,RI
49844042512028	CASS AVE LTS P 24A.WOONSOCKET,RI
49844030312028	187 MAIN ST K B PAR.WOONSOCKET,RI
49844041428028	189 VICTOR ST P 8.WOONSOCKET,RI
49844040922028	SOCIAL ST FLD B BAL.WOONSOCKET,RI
49844048917028	AYELWORTH AVE CRT B TEN.WOONSOCKET,RI
49844041448028	NEWLAND AVE P 18-1.WOONSOCKET,RI
49844030281800	ISLAND PL P 8.WOONSOCKET,RI
49844011831200	PROVIDENCE ST.WOONSOCKET,RI
49844031088028	KATHERINE RD P 2.WOONSOCKET,RI
49844013177028	FAIRMOUNT ST LTS B PRK.WOONSOCKET,RI
49844011371028	AVENUE A P 12.WOONSOCKET,RI
49844014721028	PRE21 KNIGHT ST LTS P 21A.WOONSOCKET,RI
4984401453028	88 ASYLUM ST N P 4.WOONSOCKET,RI
49844030281028	ISLAND PL B LTS.WOONSOCKET,RI
49844030283028	ISLAND PL K B PAR.WOONSOCKET,RI
49844030134028	BERNON ST LTS P 88.WOONSOCKET,RI
49844016228028	OLG ST TA 8 COS.WOONSOCKET,RI
49844030282028	ISLAND PL BK L 1.WOONSOCKET,RI
49844030288028	MARKET SQ P 2 MARC.WOONSOCKET,RI



RATES, RULES AND REGULATIONS  
of the  
WATER WORKS DIVISION  
of the  
PUBLIC WORKS DEPARTMENT,  
CITY OF WOONSOCKET, RHODE ISLAND  
EFFECTIVE AS OF JANUARY 1, 1999  
(Except as Otherwise Noted)

FOREWORD

The following requirements are based on the Rates, Rules, and Regulations of the Woonsocket Water Division established in 1960 and various subsequent city ordinances as well as regulations of OSHA, RIDOH, and RIPUC.

Other requirements may apply, but all efforts have been made to supply complete, correct, and concise information.

This booklet has been prepared to establish a better understanding between the department and the citizens in the various communities served by the City of Woonsocket system. The rules and regulations embody a uniform practice governing the department for the installation of services, meters, water mains and miscellaneous services rendered. They are intended to define the obligation of the department to the consumer and of the consumer to the department.

People, as never before, are beginning to realize how essential their water supply is to life and health and the protection of property against fire. In addition to its value to our civilian economy, it is recognized by manufacturers as a basic material for which there is no substitute.

Like any other product, water must be distributed through miles of water mains in order to reach all consumers served by our system. Reservoirs of water are maintained in the distribution system to meet sudden peak demands placed on our water supply.

The rates charged for this important commodity are relatively low, and compare most favorably with those of other water utilities for similar service.

*Request for Turn On:*

After service has been shut off for any reason except repairs, it shall not be reestablished unless a written order is given the department by the owner or his authorized agent.

*Refusal to Give Service:*

No water shall be furnished to any property which is indebted to the City of Woonsocket for water service.

*Penalty for Violation of Rules:*

If the owner, agent, lessee, tenant or person in charge of any premises, shall violate any rule or regulation of the Water Works Division affecting said premises, and shall fail to remove any violations or comply with any written order of said Water Works Division pertaining thereto within thirty days after such order shall have been sent by mail to the last known address of such person, said Water Works Division may discontinue service to such premises.

If water service shall be so discontinued, it shall not be resumed until the rule or regulation so violated shall have been complied with to the satisfaction of said Water Works Division, and a reasonable fee paid to the City Treasurer for the service in turning the water off and on.

*GENERAL INFORMATION*

*Main Offices*

Offices of the department are located at City Hall, 169 Main Street, Woonsocket.

*Office Hours*

Office hours daily, except Saturdays, Sundays and legal holidays: from 8 A.M. to 4 P.M.

*Emergency Calls*

The department maintains emergency crews who are on duty the entire 24 hours, including Saturdays, Sundays and holidays. Any emergency may be reported day or night by calling 767-1410.

*Water Works Division not Liable for interruption in Service or Damage Resulting Therefrom:*  
The Water Works Division of the City of Woonsocket furnishes water and not pressure, and does not guarantee a continuous supply. No responsibility will be assumed for any damage to any apparatus in any house or building due to the shutting off of water without notice, either for repairs on account of a break in the pipe lines or other necessary operations.

No person shall be entitled to damages, nor to have any portion of a payment refunded, for any stoppage of supply occasioned by accident to any portion of the works; nor for stoppage for purposes of additions or repairs; nor for non-use occasioned by absence or any other reason.

*Notice of Interruption of Service Not Required:*

While it is the intention to give notice, as far as possible, in advance of any work which must be done that will necessitate interruption of the supply, such notice is to be

considered a courtesy only and not a requirement on the part of the Water Works Division. In case of a break in pipe lines, water will be shut off at any time without notice. Failure of tenant or property owner to receive notice of interruption of service shall entail no responsibility on the part of the Water Works Division or its employees. Property owners must so install range boilers, hot water tanks and other installations connected with the water supply system, with adequate safeguards, so that damage will not occur if the water is shut off without notice.

*Unauthorized Use of Water:*

The Water Works Division of the City of Woonsocket will prefer charge in accordance with Section 11-35-7 of the General Laws of Rhode Island, 1956, against every person who shall, without proper authorization from the Water Works Division, tap or make any connection with street main or service or other distributing pipe connected with the water system; or who shall, without such authorization, open any gate or valve connected with said system or for the purpose of obtaining such water; or who shall in any way or by any device obtain the use of such water without authorization.

*Re-Sale of Water:*

No consumer, except with the written consent of the Water Works Division previously obtained, will be allowed to furnish water to other persons or property or to suffer such persons to take it themselves. Violations of this regulation may cause the supply to be shut off and the water rate already paid forfeited.

*Water Charges to One Person:*

When water shall be supplied to more than one party, through a single service, the bill for the whole supply furnished through such service will be made either to the owner of the property or to some one tenant who shall agree to be responsible therefor. In case of non-payment, the water may be shut off, notwithstanding one or more parties may have paid the proportion due from hem or them.

*Water Waste:*

Water must not be allowed to waste through any faucet or fixture to prevent freezing, or kept running any longer than necessary in its proper use. The Water Works Division is required to restrain and prevent any and all wastage of water; and, to that end, may, when necessary, turn off the water or take such other action as in its judgment may be proper.

The following rules and regulations and all subsequent changes, amendments and additions thereto, shall constitute a part of the contract with every person, corporation and property owner supplied with water from the City of Woonsocket system. Every person, corporation and property owner using such supply shall be considered as having expressed consent to be bound thereby.

A copy is available to every consumer and can be obtained upon application, and all persons are requested to read same carefully, as failure to know the rules and regulations will not excuse anyone from the consequences of neglect of such rules and regulations.

## Water Bills

### Information Regarding Bills:

Bills are prepared by the Water Works Division and filed with the City Treasurer for collection.

Requests for information regarding bills or notices should be made either personally or preferably by letter to the office of the Water Works Division.

### Property Owners Responsible for Water Bills:

To ensure proper rendering of bills, property owners shall notify the office of the Water Works Division of any changes in mailing addresses. Failure to receive a bill does not relieve the property owner from the obligation of its payment or the payment of penalties subsequently incurred.

### Responsibility for Water Charges:

Customers and property owners shall be responsible for all charges accruing for water service until written notice has been given to the Water Works Division by the owner of the property served to discontinue the service or (in case of a change in ownership of the premises) until notice has been given to the Water Works Division of the change of ownership of the premises served and the new owner has filed with said Water Works Division (on the form provided for such purposes) a written application for water service. New owners using water at their premises without filing the proper application for water service shall be (1) liable and responsible for all water service provided and water used during their ownership of the premises, (2) subject to the penalties provided by law for the unauthorized use of water. In such cases the Water Works Division reserves the right to discontinue water service to any property, the recorded owner of which has not filed an application for water service.

Applicants for water service at all premises shall become responsible for all outstanding charges for water theretofore furnished said premises.

Section 39-15-12 of the General Laws of Rhode Island, 1956.

### PAYMENT OF WATER BILLS

#### Payment:

All water bills are payable at the office of the City Treasurer, City Hall, Woonsocket, and must be paid within (30) days after they are rendered and become due.

## Penalties:

If bills remain unpaid for thirty days after they are rendered, the water will be shut off. Whenever water is turned off under such conditions, it will not be turned on again without payment of all charges due, plus a fee of \$20.00 for turning on the water.

## COURTESY NOTICES

### Notices:

It is the intention of the Water Works Division to send courtesy notices of increased consumption or delinquency in payment of bills, but failure to do this does not relieve the customer of his responsibility to repair leaky fixtures or pay water charges promptly.

## INSPECTION

Inspectors of this department, or any person authorized by the Water Works Division, must have free access at all reasonable hours to all parts of every building, for the purpose of inspecting, removing or replacing meters, examining water fixtures, and observing the manner in which the water is used.

New or repaired service pipes shall be tested for water tightness in the presence of a representative of the Water Works Division before they are backfilled. Pressure testing of cast iron services and piping shall conform to the latest revision of AWWA C600.

Cast iron pipes shall be flushed and disinfected by the contractor and tested for bacteria and chlorine residual by a representative of the Water Works Division before being covered up. The contractor shall provide all necessary sampling stations using Woonsocket standard corporations. Disinfection and testing shall conform to AWWA C651, latest revision. Do not allow any person claiming to be an employee of this department to enter your premises unless he can show proper identification. Any imposter should be reported at once.

## PERMITS

No sidewalk or other public place shall be opened for installation of service pipes or other appurtenances until the property owner, through a licensed plumber, obtains a permit from the Engineering Division.

Cost of repairs to city sidewalks and roadways shall be borne by the property owner.

Permits shall only be granted upon approval of submitted drawings from a RI licensed Professional Engineer. One set shall be submitted to the Engineering Division and one to the Water Division.

## DISTRIBUTION MAINS

If existing mains do not reach the centerline of a property or a the centerline of the building to be served, whichever is further, and the owner wishes to connect to the water supply, the owner must contract a qualified firm to extend the main to Water Division satisfaction.

It shall be required that new mains are looped and/or hydrants are installed to ensure clean water and proper fire protection. Dead end mains with no means of flushing shall not be allowed.

Distribution mains shall be at least 8" in diameter, larger if flow conditions require it.

All pipes shall be installed in conformance with the latest revision of AWWA standard C600 and disinfected in conformance with the latest revision of AWWA standard C651.

No pipe shall be laid in the same trench with a drain or sewer pipe, nor shall the water pipe be closer to a sewer pipe than eight feet at any horizontal point.

## HYDRANTS

Hydrants are required every 300 feet within the city or as required for proper fire protection and flushing.

All hydrants maintained by the Water Division shall be in the public right of way.

Water supplied to privately owned hydrants shall be metered.

Privately owned hydrants shall be isolated from city mains by an approved backflow preventer as described herein.

Hydrant branches shall include an approved gate valve.

## Fire Hydrants

The Water Works Division shall install public fire hydrants wherever required for fire protection, subject, however, to all the provisions described in Section No. 5 entitled "Main Pipe".

Hydrants are Property of Water Works Division:

All public fire hydrants and their connections are installed and maintained by the department

and remain a part of the water works system. No connection charge is placed against the installation of hydrants. The use of hydrants for public fire protection shall be paid for by the areas serviced outside the city limits at the rate of ~~\$20.00~~ per hydrant per year.

*Obstructing Fire Hydrants:*

No person shall obstruct the access to any fire hydrant by placing or permitting any snow, debris, building material or other obstruction to remain on or about the hydrant which will in any manner interfere with its immediate use.

*Use of Hydrants:*

Public fire hydrants are installed for the sole purpose of fire protection; and, with the exception of the members of the Fire Department operating the same for the legitimate purpose of extinguishing fires, no other use of such hydrants shall be made without the written consent of the Water Works Division.

SECTION 8

General

WATER SERVICE LINES

If the city maintained portion of an existing service line to a property has been shut off longer than one year and it is greater than thirty-five years old or otherwise noncompliant, it cannot be used for water service and must be replaced. The property owner must apply for a new service, the city's portion of which shall be laid in the existing location.

Existing service pipes, when renewed, replaced, or reactivated shall conform with the requirements for new service pipes.

In cases where one property is supplied with water by another, at the time of sale of either property, the property served by the first must install a new service such that there is separate metering and separate curb shutoffs, and no plumbing runs through a building on the property served by the city.

Each applicant for a new service line must furnish a complete and correct drawing or set of drawings showing the location of the premises to be supplied, together with location of all valves, pipes, hydrants, tanks, sprinkler heads and other appurtenances on the premises at time of making application. One set shall be submitted to the Engineering Division and one to the Water Division. The plans will remain the property of the Water Works Division.

The applicant also agrees to furnish the Water Works Division with drawings showing revisions to piping or appurtenances whenever the same are made.

The Water Division installs all copper service pipes in existing mains from the distribution

main in the street to the curb stop just inside the curb line.

Larger service lines are laid by the property owner's plumber. The Water Division makes the tap with materials and excavation supplied by the contractor.

The Water Division determines the charge for these installations, covering equipment, labor, materials, and administration once the application for water service is approved. The cost must be paid for in advance. The owner must also pay unforeseen costs prior to service activation.

The service pipe from the curb to the building shall be laid by a licensed plumber after the Water Division installs its portion of the service from the street main to the curb line.

The licensed plumber must lay his portion of the service in a straight line from the curb to inside the building and at a right angle to the street line.

The service pipe shall be inspected and approved by a representative of the Water Works Division before being covered.

Service pipes must have 5 ft. of cover to avoid freezing.

The location where the service is to enter the property is determined by the Water Division based on the location of the building served and the location of other underground utilities.

No service pipe shall be laid in the same trench with a building drain or sewer pipe, nor shall the water pipe be closer to a sewer pipe than eight feet at any horizontal point.

#### *Repairs to Property Owner's Service Pipe and Fixtures:*

Property owners must keep their own pipes and all fixtures connected thereto in good repair and protected from frost at their own expense. In case of a break in that section of the service pipe between the curb stop and the meter, the property owner shall immediately obtain the services of a licensed plumber to make the necessary repairs. Failure to make repairs at once or to obtain the necessary permits covering these repairs shall be sufficient cause to shut off the supply.

#### *Cleaning Service Pipes:*

The Water Works Division does not recommend or approve the cleaning of service pipes to remove rust or other obstructions to increase the flow. Property owners desiring this service must submit their request in writing, and agree to take all responsibility for the cost of replacing the service in case it is broken.

#### *Temporary Services*

##### *For Building and Other Construction Purposes:*

Contractors, builders, etc., requiring water for construction purposes, shall make application for a temporary service, and will be subject to the same rules and regulations as apply to regular service installations. A meter will be installed on the temporary service by the Water Works Division, and the cost of temporary services are subject to same rentals



as regular services with a minimum charge of \$5.00. Temporary services will be subject to the connection charge described in Section 3, plus the cost of removing the service.

All charges, including the connection charge, cost of removing the service and setting the meter, shall be paid in advance; and the applicant will be required to deposit a sufficient sum of money with the City Treasurer to cover the cost of the estimated amount of water to be used in conjunction with the work. If, at any time during the course of construction, the estimated amount of water covered by the deposit is below the actual consumption shown on the meter, the applicant will be required to deposit additional sums with the City Treasurer. After completion of the work, if the actual consumption registered on the meter is below the estimated amount, the department will arrange to refund the difference.

#### MATERIAL FOR SERVICE PIPES

All service pipes 3/4" in diameter up to and including 2" in diameter shall be type "K" copper tubing. Corporation stops and curb stops shall open right and shall be manufactured by RED HED Supply of Lincoln, RI. No solder joints shall be allowed in the service line.

Service pipes larger than 2" in diameter shall be Class 250 cement lined ductile iron pipe manufactured in accordance with AWWA standard C-151 and cement lined in accordance with AWWA standard C-104 except lining shall not be less than 1/8" thick.

#### FIRE SUPPLY LINES

No connection shall be made at any time between the fire supply system and the regular water supply to the premises. Valves placed on the system shall be of the style that can be sealed by the department.

No water shall be drawn from the fire service pipes for any purpose whatever except for the extinguishment of fire. This paragraph is not to be construed as prohibiting a reasonable use of water for fire drills, draining of system to prevent freezing, or other reasonable use in connection with proper fire protection. Whenever water is used for this purpose, either by the owner or the insurance inspector making the test, the owner shall obtain a reading on the meter before and after the test and forward this information, together with a brief description of the operations resulting in the use of water, to the Water Works Division.

#### *Installation to be Approved by Water Works Division:*

The Water Works Division expressly reserves the right to determine the necessity for and the advisability of, granting any application for this special service, and the right to determine the size of service pipe which will be granted; depending upon the size of the saree main, the available pressure on the main, and the nature and capacity of the fire protection equipment within the building.

#### *Illegal Use:*

When the owners or occupants of any premises are found to be using water from a fire service for other purposes than fire protection, the water shall be shut off from same until the offenders shall give reasonable assurance before the Water Works Division that the offense will not be repeated. Water used for such other purposes shall be charged at the normally applicable rates.

#### METERS

All water from the City of Woonsocket system will be supplied through one primary meter for each separate service. Meters, up to and including 1" in diameter, except the meters on detector check branches are supplied and installed by the Water Works Division. The Water Works Division reserves the right to designate the size of meter to be installed on any service. Meters over 1" in diameter are the property of the property owner.

#### *Damaged Meters:*

If meters are damaged by frost, hot water, or external causes, either by carelessness or neglect of the owner or occupant of the premises or his agents, the Water Works Division, except as hereinafter provided, will repair the meter; and the owner must reimburse the Water Works Division for all cost of repairs.

In case of breakage, stoppage or any other irregularity in the meter, the property owner is to notify the department immediately.

Meters up to and including 1" in diameter are subject to an annual rental charge of \$4.00 per annum. This charge will be billed equally on each of the water bills rendered quarterly beginning with the quarter ending September 30, 1960.

All water passing through such meters will be billed to the owner of the property supplied, as the same appears in the records of the Water Works Division, whether the water is used or wasted. Customers are advised to read their meters frequently in order that leaks or waste may be detected and large bills prevented.

#### *Meter Testing:*

Every water meter is carefully tested before it is installed. Periodic tests for duty of each meter will also be necessary. Should a property owner at any time question the accuracy of the meter on his service, it may be tested after the department receives the request in writing, a \$20 fee is paid, and said request is proven valid.

#### *Adjustments:*

If the testing of a meter as hereinbefore provided shows that it fails to register correctly within two percent, the charge to the consumer shall be adjusted accordingly as the

registration varies from 100 percent; and such adjustment shall apply to the current period only, unless it is apparent to the Water Works Division that a previous period's consumption has also been affected by the same error.

#### *Repairs to Large Meters:*

At the written request of the Water Works Division, property owners will return meters larger than 1 inch in diameter to the factory for necessary and complete repairs. The owner will remove the meter within 15 days after receiving this notice, and will advise the department the date the meter is to be removed so that a representative of the department may obtain a reading on the meter. The owner will notify the factory to forward direct to the Water Works Division a certified copy of the test on the meter before repairs are made, and another certified copy of the test after completing repairs. All expenses covering the repairs are to be borne by the property owner.

#### *Billing Non-Registering Meters:*

In case a meter fails to register or has been removed for repairs, testing or other purposes during the billing period, the bill will be issued, based on the average daily rate of consumption as shown by the meter after it has been returned to service and is in proper working order.

If the meter has not been returned to service, the bill will be issued based on the average daily rate of consumption for the previous corresponding quarter over a 3 year period.

#### *Unserviceable Meter Over 1" in Diameter:*

The Water Works division reserves the right at all times to remove, test, repair and replace any meter; and if such meter is found to be economically unserviceable, require another meter be substituted in its place at the expense of the property owner.

#### *Tampering or Defacing Meters:*

The water Works Division of the City of Woonsocket will prefer charges in accordance with Section 11-35-6 of the General Laws of Rhode Island, 1956, against every person who shall tamper or deface a meter to prevent the proper registration of the water consumed by altering the register index or otherwise, or for the breaking of any seal placed by the department for the protection of any meter, valve or fitting.

A. For the efficient and proper operation of the water system of the City of Woonsocket, all water meters up to one inch in size, currently in operation, shall be owned by the City

of Woonsocket.

B. There shall be no privately owned water meters up to one inch in size served by said system.

C. The City of Woonsocket is authorized to purchase all water meters up to one inch in size that are owned by individual taxpayers and connected to the City of Woonsocket Water System; and the Finance Director is hereby authorized to purchase said meters at the current market price of new meters of the same similar types.

D. Payment for said meters up to one inch in size that are individually owned at the present time shall be made from the Water System Construction Fund.

E. On and after November 1, 1960, the Water Department of the City of Woonsocket shall not provide water to any homes or establishments whose water meters are up to one inch in size if said meter is privately owned by the taxpayer.

Meters larger than 1" and smaller than 3" must be tested bi-annually and larger meters tested annually by qualified personnel and the results submitted to the Water Division.

Meters up to 2" in size shall be Schlumberger Neptune T-10 meters reading in cubic feet, equipped with iron frost caps and ProRead ARB.

Larger meters shall be Neptune meters equipped with ProRead ARB, model to be determined by the Water Division. Turbine meters are not approved except as a component of an approved compound meter.

All fire supplies shall be metered in one of the following manners:

The owner may purchase and install a fire line compound meter as directed by the Water Works Division, provided it is a type approved by said Board and the National Board of Fire Underwriters.

The owner may purchase and install a Reduced Pressure Zone Device as described herein with a leak detector meter in a by-pass line.

The Water Works Division reserves the right at any time to require the owner to install a fire line compound meter in place of a detector.

The meter shall be located in the building nearest to the street line, provided that this building is not more than 75 feet from the street line.

In the event that the nearest building is located more than 75 ft. from the street line, the meter shall be installed just inside of the owner's property from the street line in a

suitable housing or pit, provided and maintained at the expense of the property owner. Water Division approved residential meter pits for small meters are available which allow for proper drainage and protection against freezing while allowing the meter to be serviced without OSHA confined space concerns. Larger installations require the use of an above ground structure to satisfy these requirements, especially where a backflow preventer is required. The contractor installing the housing and service line shall install conduit and Water Division supplied wiring for remote meter reading devices.

Meters must be easily accessible at all times so that they may be examined and read by employees of the department. They must not be exposed to danger from frost or contamination.

The installation, repair and disconnection of all meters is to be performed by employees of the Water Works Division only, except as hereinafter provided.

All small meters shall be set approximately twelve inches above the floor, in a horizontal position, immediately after the main shut-off, and as near to where the service pipe enters the building as is practicable. The plumber shall provide an approved support for the meter.

Larger meters may be set directly on the floor, and compound meters shall have a straight length of pipe at least eight times the pipe diameter before the meter.

On every service line, immediately after its entry into the building, shall be an approved type gate or ball valve. All services shall be equipped with an approved type of gate or ball valve immediately following the meter setting on the house side.

#### SUGGESTIONS TO CONSUMERS

##### *The Water Meter*

Consumers are advised to learn to read the meter order that they may verify the meter reading appearing on the bill. The meter will not tell how the water was used; but it will honestly tell, if consulted at any time, how much is being used or wasted. Its function is to protect the City against the enormous loss from wast or extravagant use, and to fix the charge to consumers according to the services received.

All meters used throughout the City of Woonsocket system read in cubic feet only. One hundred cubic feet of water is equivalent to 748 gallons.

##### *How to Read Water Meters*

Meter dials are of the straight reading or circular reading type. A straight reading dial type of meter is read exactly as an automobile speedometer is read. A circular reading dial type of meter is read in the same manner as the register of a gas or electric meter. In reading meters of the circular dial type, when a pointer is between two figure, the lesser of the two must always be taken. If there is any doubt as to the correct reading of any dial, refer to the dial of next lower denomination; for unless its pointer has passed "0", the pointer which is being read has not completed the division upon which it may appear to rest, and the last figure which it has entirely passed should be taken as the reading.

##### *Meter Accuracy*

Water meters are made with great care and precision and should, with reasonable care, give years of satisfactory service. A defective meter will invariably under register, or work in favor of the consumer. All meters before being set have been carefully checked and tested for accuracy, and when placed in service are sealed. This Seal Must Not be Broken by the Consumer.

#### *Waste and Leakage of Water*

If a meter suddenly shows an increase in consumption, with no apparent cause, one of two things has happened; a leak has started, or water has been allowed to run to waste. Waste and leakage of water is an economic waste, not only to the customer, who pays much larger bills than he should; but to the water department as well, who must provide a plant of sufficient capacity to meet water demands resulting from leakage and waste in addition to the normal requirements of its consumers. Conservation of water results in indirect savings to the consumer. It eliminates large capital expenditures required in expanding the supply, either at its source or in the distribution system, to meet unusual demands from leakage and waste.

#### *Detection of Leakage*

The flow of water from all fixtures supplied by the meter should be shut off, and the pointer on the circle marked "one foot" observed for a period to ten or fifteen minutes. If the pointer moves, a leak is indicated, the size of which may be determined by timing the pointer.

If the pointer moves one-fourth of the way around in fifteen minutes, it represent a waste of 24 cubic feet per day, or 8,760 cubic feet per year.

#### **BACKFLOW PREVENTION**

All service lines utilizing a meter two inch size or larger shall require the installation of a reduced pressure zone device (RPZD) to protect the municipal water supply against contamination.

Other services such as medical facilities, sewer lift stations, or other facilities deemed hazardous shall also be required to install a RPZD at the Water Division's discretion.

The RPZD must be installed such that RPZD discharges are handled by gravity drainage and the RPZD is protected from freezing and submersion.

Backflow preventers must be Watts 909 or equivalents manufactured by Hersey, FebCo or Ames.

Every such device must be tested annually by an ABPA certified technician and the results must be submitted to the Water Division.

## TAPPING MAINS

No person except an authorized and RIDOH certified representative of the Water Works Division will be allowed under any circumstances to tap the mains or distribution pipes, insert corporation stops therein, or interfere with water gates or curb stops.

## CROSS CONNECTIONS PROHIBITED

No licensed plumber or others shall cause a physical connection to be made between the City of Woonsocket water supply and any other water supply for commercial, domestic, sanitary, fire protection or boiler feed purposes, or for any other purpose whatsoever.

No toilet, urinal bowl, or other fixture shall be supplied directly from the City water system through a flushometer or other valve unless such valve is set above the water closet or urinal bowl or other fixture in such a manner as to prevent any possibility of backsiphonage or pollution.

No plumbing fixture, device or construction shall be installed which will provide a cross-connection between the City supply and a drainage system, soil or waste pipe, so as to permit or make possible the back flow of sewage or waste into the supply system. Drawoff pipes for draining sprinkler systems shall not be connected into a drainage system or a submerged pit.

If the City water supply is delivered to a tank which is also supplied with water or other fluids from any source other than the public water supply, such tanks shall be open to atmospheric pressure and the City water supplied above the maximum level in the tank. The tank shall be equipped with an overflow pipe of ample size to fix definitely the maximum level of water. There shall be at least 6 inches between the invert of the pipe supplying City water and the maximum level.

## PUMP CONNECTION

No pump shall be directly connected to any City main or service for the purpose of increasing the water pressure in the City's or owner's system unless prior written authorization and approval has been obtained from the Water Works Division.

## IRRIGATION SYSTEMS

Underground or concealed lawn and/or garden watering systems of any type shall not be installed on any premises unless approved by the Water Works Division. Applications for water service which include the installation of such a system shall be accompanied by two (2)

sets of plans showing complete and accurate details of the installation to be made.

The system shall be laid out in zones in such that no zone of sprinkler or spraying heads shall exceed a discharge rate of forty (40) gallons per minute. A control valve shall be installed which shall prevent the operation or use of more than (1) zone at at any one time.

An approved high hazard type of vacuum breaker of the same size as the supply line shall be installed upstream of the system and not less than twelve (12) inches above the highest elevation of the sprinkling and/or spraying discharge point.

A check valve shall be installed in the supply line between the vacuum breaker and the water meter.

The submitted plans shall designate the size, type and length of pipe in the system; the size, type, make and discharge rate of all sprinkler or spraying heads; the size, type, make and location of the vacuum breaker and check valve; and the size, type and make of control valve.

#### MATERIAL SPECIFICATIONS

##### GATE VALVES FOR UNDERGROUND IRON PIPING

Gate valves shall utilize Tyton or approved equivalent mechanical joints and shall include all necessary bolts, gaskets, follower flanges, etc. Valves shall be Kennedy, Mueller, or US Pipe.

##### 1. Double Disc

Valves shall be manufactured in accordance with AWWA Standard C500. Valves 12" and smaller shall be designed for 200 psi water working pressure and 150 psi for valves 14"-48" inclusive. Valves shall be mechanical joint type and shall have clear waterway equal to the full nominal diameter of the valve. Valves shall be double disc parallel bronze seat type with non-rising stems, opening by turning right and provided with 2" square nuts with the words "OPEN RIGHT" cast in bonnet to indicate direction of opening.

Each Valve shall have maker's name, pressure rating, and year manufactured cast on body. Prior to shipment from the factory, each valve shall be tested by hydrostatic pressure equal to 400 psi.

##### Resilient Wedge



Valves up to 12" NPS may be of the resilient wedge type. Such valves shall be manufactured in accordance with AWWA Standard C500. Valves shall be designed for 200 psi water working pressure. Valves shall be mechanical joint type and shall have clear waterway equal to the full nominal diameter of the valve. Valves shall be resilient wedge type with non-rising stems, opening by turning right and provided with 2" square operating nuts.

Each Valve shall have "OPEN RIGHT," maker's name, pressure rating and year in which manufactured cast on body. Prior to shipment from the factory each valve shall be tested by hydrostatic pressure of 400 psi.

## B. TAPPING SLEEVES AND TAPPING VALVES

### 1. Tapping Sleeves (Cast iron or Ductile iron)

The tapping sleeves shall consist of a two part casting of mechanical joint type, longitudinally flanged on the vertical centerline. The entire surface area of each flange shall be machined. The longitudinal flanges of the sleeves shall be fitted with a rubber gasket extending along their full length. A groove to receive the rubber gasket shall be provided on the inner surface of one of the longitudinal flanges of each half of the assembly. The groove shall be located midway between the inside edge of the assembly and the bottom edge of the assembly bolt holes. When properly assembled, the flanges with the gasket grooves shall be located on opposite sides of the sleeve assembly horizontal and vertical centerlines. The rubber gaskets shall provide watertight joints along the full length of the unit. The bolts used to assemble the sleeve shall be closely spaced to ensure uniform gasket pressure and compression.

Sleeves shall be provided with a raised head at the base of each hub to aid in centering the sleeve or cross on the pipe.

The tapping sleeves shall be of the same manufacturer as the tapping valves with which they are to be used.

Sleeve outlets shall have counterbored flanges to ensure centering the tapping valve.

All materials shall be as specified in AWWA Standard C500, and the MSS-SP-60 detail. The flange of the sleeve shall be faced and drilled to A.S.A. B16.1 Class 125 specifications and shall be delivered with all necessary bolts and gaskets.

NOTE: Tapping sleeves incorporating a compression type O-ring seal are not acceptable. Non-cast, fabricated sleeves made of stainless steel or other materials are not acceptable.

### Tapping Valves

Tapping valves shall conform to above specifications for gate valves except that one side shall be flanged for bolting to a tapping sleeve and that the valve shall be of the same manufacturer as the sleeve with which it is to be used and shall be compatible in every way with that sleeve and with all aspects of standard tapping procedures.

#### C. HYDRANTS

Hydrants shall be U.S. Pipe Metropolitan 250 Model 94, Mueller Super Centurion 250, or Kennedy K-81D. Hydrants shall open right and have a depth of bury at 5', 5 1/2', or 6' as specified. Hydrant sections shall be a traffic model with breakaway coupling devices and main valve rod shall be connected at the ground line by a coupling. The hydrant shall have an internal valve opening at least 5-1/4" in diameter and equipped with a 4 1/2" pumper nozzle and two (2) 2 1/2" hose nozzles. Threads and operating nut shall be National Standard. The inlet connection shall be mechanical joint (bolts, gaskets, follower flanges, etc. shall be included). Hydrants shall be dry barrel, dry top design, and meet AWWA standards. Hydrant shoe shall be able to fit ductile iron and class "D" pit cast iron pipe.

#### D. IRON PIPE

Ductile Iron per AWWA Standard C-151, centrifugal cast, pressure class 250. Bell and spigot, using single elongated grooved rubber gasket similar and approved equal to the "Tyton" joint as manufactured by U.S. Pipe and Foundry Co. Cement lined per AWWA C-104, except lining shall be not less than 1/8-inch thick. Factory coated exterior w/coal-tar base coating and interior seal coated with same material.

#### E. GATE BOXES

Valve boxes shall be heavy pattern cast iron consisting of three components: an upper section, a lower section, and a cover. The upper section shall slide over the lower section in a telescoping manner to provide sufficient lengths to accommodate various cover depths without traveling the full length of either section. The top end of the upper section shall be flared outward to provide room for a recess on the inside diameter to receive the cover. The cover shall be at least six inches in diameter and fit into the recess so that the top of the cover is flush with the rim edge of the top section. The top end of the cover shall have the word "WATER" cast thereon in raised letters. The cover shall fit into the recess in such a manner that would prevent the cover from "rattling" or from being dislodged and flipped out of the recess by contact with vehicular travel. The bottom end of the top section shall be a plain end (not flanged). The lower section shall be at least 5.25 inches inside diameter and belled or domed at the bottom to fit over the valve.

Valve boxes shall be of good quality cast iron, free from all defects in material and

workmanship, and shall be coated over all surfaces (inside and outside) with coal-tar pitch enamel or other approved coating. Valve boxes shall be "Buffalo" type suitable for the size valve on which they are used and shall be as manufactured by Buffalo Pipe and Foundry. The top section shall be 24-inches long, the bottom section, 40-inches long.

F. SERVICE BOXES

Service boxes shall be heavy pattern cast-iron, cast in two telescoping sections, of sliding construction and of such lengths as will provide the required cover, without full extension of either section. The lower section shall be at least 2.5 inches inside diameter, belled or domed at the bottom to fit over the curb stop. The upper section with lid flush with the top shall fit over the lower section. Service boxes shall be of good quality, cast iron, free from all defects in material and workmanship, and shall be coated inside and outside with coal-tar pitch enamel or other approved coating. Service boxes shall be "Buffalo" type and shall be as manufactured by Buffalo Pipe and Foundry, or an approved equal. Each service box shall be complete with a top section and cover, a bottom section, rod, and sand catcher. The top section shall be 24-inches long, the bottom section, 48-inches long, and the rod, 48-inches long.

**B**

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3  
**PREFILED TESTIMONY OF**  
**CHRISTOPHER P.N. WOODCOCK**

4 **Q: Please state your name and business address?**

5 A: My name is Christopher P.N. Woodcock and my business address is 18 Increase  
6 Ward Drive, Northborough, Massachusetts 01532.

7

8 **Q: By whom are you employed and in what capacity?**

9 A: I am the President of Woodcock & Associates, Inc. a consulting firm specializing in  
10 water and wastewater rate and financial studies.

11

12 **Prior Experience**

13 **Q: Please describe your qualifications and experience.**

14 A: I have undergraduate degrees in Economics and in Civil Engineering from Tufts  
15 University in Medford, Massachusetts. After graduating in 1974, I was employed by  
16 the environmental consulting firm of Camp, Dresser and McKee Inc. (CDM). For  
17 approximately 18 months I worked in the firm's environmental engineering group  
18 performing such tasks as designing water distribution and transmission pipes,  
19 sewer collection and interception systems, pumping facilities and portions of a  
20 wastewater treatment facility. From approximately January 1976, I worked in the  
21 firm's management and financial consulting services group, gaining increasing re-  
22 sponsibility. At the time of my resignation, I was a corporate Vice President and  
23 appointed the leader of the group overseeing all rate and financial studies. In my  
24 career, I have worked on more than 300 water and wastewater rate and financial  
25 studies, primarily in the United States, but also for government agencies overseas.  
26 I have also worked on a number of engineering and financial feasibility studies in  
27 support of revenue bond issues, as well as several valuation studies, capital im-  
28 provement financing analyses and management audits of public works agencies. In  
29 addition to my professional experience I have also held elected and appointed posi-  
30 tions on municipal boards overseeing public works functions in my hometown.

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**Q: Have you previously testified before state regulatory commissions or courts on rate related matters?**

A: Yes, I have provided testimony on rate related matters before utility commissions in Rhode Island, Maine, Connecticut, New York, New Hampshire, Texas, and Alberta, Canada. In fact, I have testified on behalf of the Woonsocket Water Department ("Woonsocket") numerous times. I have also been retained as an expert witness on utility rate related matters in proceedings in state courts in Massachusetts, Michigan, New Jersey, Maryland, Pennsylvania, and Florida as well as the Federal Court in Michigan. I have been selected to several arbitration panels related to disputes over water rates and charges, I have provided testimony on rate related matters to the Michigan and Massachusetts legislatures, and I have provided testimony at administrative hearings on a number of occasions.

**Q: Do you belong to any professional organizations or committees?**

A: Yes, I am a member of the Water Environment Federation, the Rhode Island Water Works Association, the Massachusetts Water Works Association, the New England Water Works Association, and the American Water Works Association. For the Water Environment Federation, I am a member of the committee that is preparing an update to the manual on Wastewater Rates and Financing. For the New England Water Association, I am a member of the Conservation Committee and the co-chairman of the Financial Management Committee. In my capacity as Assistant Treasurer for the New England Water Works Association I also sit on the Board of Directors as well as several other administrative committees. For the American Water Works Association, I am past chairman of the Financial Management Committee and the Rates and Charges Committee that has prepared the manuals on Revenue Requirements, Water Rates, Alternative Rate Structures, and Water Rates and Related Charges. I have been reappointed to and am currently a member of the Rates & Charges Committee.

1 **Summary**

2 **Q: Please describe your role in this proceeding.**

3 A: Working with the staff of Woonsocket, I have developed the pro forma revenue re-  
4 quirements and the proposed new rates and charges. The results of my analyses  
5 are included in the schedules included with this testimony.

6

7 **Q: Will you summarize Woonsocket's most recent rate filing before the Commis-**  
8 **sion?**

9 A: Woonsocket last filed for a rate increase on March 27, 2003, submitting an abbrevi-  
10 ated rate filing. In large part the requested increase was necessitated by increased  
11 operating and IFR costs as well as the loss of revenues from several large water  
12 users. The Commission's Report and Order (17594) dated October 28, 2003, pro-  
13 vided for an increase of \$970,596 for a total cost of service of \$5,486,370. This rep-  
14 resented a 22.38% increase in revenues, which was applied across the board to all  
15 rates and charges. New rates became effective for consumption on or after Sep-  
16 tember 1, 2003. In its findings, the Commission made particular note of its concern  
17 "... with the status of WWD's IFR projects, in particular, the fact that WWD is five  
18 years behind on its pipe replacement project. The Commission believes that this is  
19 an important project and is hopeful that WWD can make an attempt to catch up on  
20 its program. The Commission notes that Mr. Marvel testified that he hoped this was  
21 something Woonsocket will address as part of the next rate filing, which he expects  
22 to be a full rate case within twelve months."

23

24 **Q: Will you please summarize your findings and recommendations?**

25 A: Woonsocket shares the Commission's concern about its IFR projects and hopes to  
26 begin the catch-up requested by the Commission with funding from this filing. In  
27 addition, payments on Woonsocket's CWFA loan will start in the rate year. In total,  
28 Woonsocket is requesting an increase in revenues of approximately \$2 million per  
29 year.

1 **Q: You mentioned IFR and the new CWFA debt service. Can you summarize the**  
2 **major elements that are contributing to this request?**

3 A: The increases are listed below. These amounts are rounded to show the approxi-  
4 mate costs. The actual amounts and details are presented in the attached sched-  
5 ules. The approximate amounts are:

- 6 • IFR: \$775,000
- 7 • New Debt Service: \$705,500 (over the current restricted amount)
- 8 • Personnel: \$226,000
- 9 • Insurance: \$100,000
- 10 • Outside Services: \$101,000
- 11 • Property Taxes: \$77,000
- 12 • Light & Power: \$55,500

13 These seven items account for over 90% of the increase requested.

14  
15 **Q: Are you proposing a new rate design or an across the board increase?**

16 A: We are not proposing an across the board increase to all rates and charges. Be-  
17 cause much of the increase is related to IFR expenses, I believe that the cost allo-  
18 cations must be reviewed to ensure that the IFR costs are being recovered based  
19 on use as required by section 46-15.6-6(a) of the Comprehensive Clean Water In-  
20 frastructure Act of 1993..

21  
22 The cost allocation proposed herein is essentially the same as that approved by the  
23 Commission in prior dockets. In Docket 2099 (1993), I prepared a new cost alloca-  
24 tion study that brought Woonsocket's rates into compliance with state law and  
25 Commission practice. That cost allocation and rate design methodology was thor-  
26 oughly reviewed by the Division and the Commission. In Docket 2904 (1999), the  
27 same general cost allocation and rate design was used, only updated for new reve-  
28 nue requirements and infrastructure expenses. Because Docket 3512 (2003) was  
29 an abbreviated filing which did not allow for rate design changes, we proposed an



1 across the board increase to all rates and charges. The cost allocation and rate de-  
2 sign in this filing follows those developed and approved in Dockets 2099 and 2904.  
3

4 **Q: What are the proposed rate and test years?**

5 A: Consistent with Commission Rule 2.6, the test year is the 12 months ending De-  
6 cember 31, 2003. Please note that this does not correspond to Woonsocket's fiscal  
7 year which runs from July 1 to June 30. The proposed rate year is the 12 months  
8 ending December 31, 2005. We propose that the rates become effective on all wa-  
9 ter used on or after November 1, 2004. This will result in most of the revenue in-  
10 crease being collected in the proposed rate year.  
11

12 **Content of Schedules**

13 **Q: Please describe your prefiled schedules.**

14 A: There are eight main schedules, several of which include supporting schedules.  
15 These schedules are:

- 16 • **Schedule 1:** This schedule presents the test year along with the ad-  
17 justments that were used to derive the rate year revenue requirements. Attached are several supporting tables that demonstrate the needed  
18 increase:  
19
  - 20 • **Schedule 1.1.** This schedule presents an explanation for the  
21 various adjustments from the test year to the rate year. The ad-  
22 justments are organized into several groups.
    - 23 - Adjustment A – Labor adjustments: presents the number of em-  
24 ployees by classification as well as the test year and rate year  
25 salary costs. Other employee related costs and adjustments are  
26 also presented.
    - 27 - Adjustment B – These are known and measurable adjustments.  
28 An explanation for each of these adjustments is provided.
    - 29 - Adjustment C – This is an attrition or inflation allowance that is  
30 applied to items that were not otherwise adjusted

1 - Adjustment D – This presents the activity and adjustments for  
2 Woonsocket's various restricted accounts. We are not looking to  
3 unrestrict any of these accounts. This section also shows the  
4 beginning balance, deposits, withdrawals and ending balance for  
5 the test year.

6 • **Schedule 1.2** This schedule presents the derivation of the test  
7 year expenses. Because the test year encompasses parts of two  
8 fiscal years it was derived from the second half of fiscal year  
9 2003 (January 1, 2003 through June 30, 2003) plus the first six  
10 months of fiscal year 2004. (July 1, 2003 through December 31,  
11 2003)

12 • **Schedule 2** This schedule presents the units of service including inch-  
13 feet of various size pipe, the number of meters by size and billing fre-  
14 quency, the number of billings, the number of private and public fire  
15 services by size of connection, and water production and sales. Be-  
16 cause the test year includes sales to customers that were shut down  
17 after the 2003 Mill Fire, I have made an adjustment to the usage for the  
18 rate year to eliminate the test year (CY 2003) use by those customers.

19 • **Schedule 3** This schedule presents the allocation of the rate year ex-  
20 penses (Sch. 1) to the various cost functions. As indicated earlier, this  
21 generally follows the allocations approved in the prior dockets.

22 • **Schedule 3.1** This presents the allocation of the labor expenses  
23 to cost functions. The overall labor allocation is used to allocate  
24 certain labor related costs.

25 • **Schedule 3.2** This presents the allocation of Water Department  
26 assets to cost functions. The allocation of assets is used to allo-  
27 cate some of the capital related items.

28 • **Schedule 3.3** This schedule presents the derivation of various al-  
29 location symbols or allocators that were used in the prior sched-  
30 ules. For the most part these are the same or derived in the

1 same manner as the allocators used in the prior dockets. Symbol  
2 C was revised to reflect a different compliment and duties of me-  
3 ter readers. New Symbol IFR was added to properly assign the  
4 IFR costs to use only.

- 5 • **Schedule 3.4** This schedule presents the allocation of the Func-  
6 tional Costs to the various Rate Schedule Elements.
- 7 • **Schedule 3.5** This schedule presents the derivation of the alloca-  
8 tors used on Schedule 3.4. Again they are the same or derived in  
9 the same manner as the prior dockets. A new symbol TD-IFR  
10 was developed to ensure that IFR costs are assigned to the use  
11 based rates only.
- 12 • **Schedule 4** This schedule presents the derivation of the fire service  
13 charges. The calculations that lead to the derivation of the charges are  
14 the same as those used in the cost of service study approved in the  
15 1999 docket.
- 16 • **Schedule 5** This presents the calculation of the service charges.
- 17 • **Schedule 6** This presents the calculation of the metered retail and  
18 wholesale rates.
  - 19 • **Schedule 6.1** This schedule presents a comparison of the exist-  
20 ing and proposed rates and charges.
  - 21 • **Schedule 6.2** This schedule shows the impact on the semi-  
22 annual or quarterly charges to various types of customers or  
23 uses.
  - 24 • **Schedule 6.3** This schedule presents the proposed miscellane-  
25 ous charges.
- 26 • **Schedule 7** contains the proof of revenues, showing the annual reve-  
27 nues under the existing and proposed rates at the rate year usage lev-  
28 els. Because the rates are rounded to the nearest penny, the pro-  
29 posed rates provide slightly different total revenues from those re-  
30 quired.

- 1       • **Schedule 8** is a summary of the test year and rate year revenues and  
2       expenses. The test year revenues are those derived from Schedule 7;  
3       that is the revenues at the current rates with the rate year usages.  
4

5 **Revenue Requirements**

6 **Q: You summarized the requested increase in revenues earlier. Can you explain  
7 these in some more detail?**

8 A: Yes. The increase in annual IFR costs is the largest single item. The current an-  
9 nual allowance is \$825,000. As noted in the Commission's Order in Docket 3512,  
10 Woonsocket has fallen behind in pipe replacement and should address the situation  
11 in this rate filing. Accordingly, we are asking for an annual IFR funding level of \$1.6  
12 million or an increase of \$775,000 per year. Woonsocket's IFR plan included more  
13 than \$6 million of pipe replacement that still must be completed. That plan was  
14 prepared in 1999 and with the increase in costs since that time, we believe the  
15 costs to complete this work will require \$1.6 million per year for at least four years.  
16 Mr. Marvel has addressed this in greater detail in his prefiled testimony.  
17

18 **Q: Will you next address the increase in annual debt service.**

19 A: In the prior docket Woonsocket identified its new bonds with the CWFA. Woon-  
20 socket has \$10,165,250 of bonds that are dated May 1, 2003. The initial payments  
21 on these bonds were minimal and provided for in Docket 3512. Beginning in Sep-  
22 tember 2005, Woonsocket must begin repaying principal and interest. The annual  
23 debt service on these bonds is approximately \$780,000 per year including the loan  
24 fee paid to CWFA. The test year and rate year debt service costs are shown on  
25 page 4 of Schedule 1.1.

26 The March 2005 payment is far less than normal, resulting in the debt service pay-  
27 ments in CY 2005 being about \$100,000 less than the normal annual amount. I  
28 have therefore recommended that the normal annual payment be used as a basis  
29 for Woonsocket's new rates. The rate year amount shown is an average of the CY  
30 2006 and CY 2007 debt. This is in line with the normal annual payments.

1 As shown on page 4 of Sch. 1.1, the amount in WWD's restricted debt service ac-  
2 count is just covering the costs – there is no excess. As indicated earlier, we are  
3 not looking to change the restrictions on any of the currently restricted accounts.  
4 Under Woonsocket's Trust Indenture, Woonsocket must make monthly deposits into  
5 the debt service account each month. These funds are then used to make the debt  
6 service principal and interest payments. In effect, Woonsocket must pre-fund the  
7 debt service that will become due. For example, Woonsocket must deposit 1/6 of  
8 the interest that will be due in March 1 2006 into the debt service account starting  
9 August 31, 2005. These funds will have to have been collected starting in August  
10 2005 for a payment that is due March 2006. For these reasons, we are asking the  
11 Commission to make an allowance for debt service that is reflective of Woon-  
12 socket's normal annual debt service costs.

13  
14 **Q: Your earlier response indicated an increase of some \$705,000 in debt. Is that**  
15 **sufficient given the normal annual debt service costs of \$780,000?**

16 A: Yes. In Docket 3512 some restricted debt service funds were provided for the early  
17 payments to the CWFA. This additional amount should suffice.

18  
19 **Q: Can you explain the other increases requested?**

20 A: Schedule 1.1 provides the detail of each adjustment. Mr. Marvel's testimony ad-  
21 dresses some of these in greater detail. He has discussed the adjustments in per-  
22 sonnel costs such as the overall salaries, overtime, and sick leave reimbursement .  
23 As shown in Sch. 1.1, page 1 we have also included adjustments for longevity and  
24 course bonuses. An adjustment has also been included for increased FICA contri-  
25 butions based on the proposed rate year salaries. We are not seeking any funds for  
26 pension contributions as none are expected to be required in the rate year. Mr.  
27 Marvel also addresses the other major items I listed earlier. Schedule 1.1 ad-  
28 dresses the other adjustments we have included. In most cases, we have only in-  
29 cluded an attrition allowance of 3% per year (6.1% compounded over the two years  
30 between the test year and rate year).

1

2 **Q: You mentioned the IFR and debt service restricted accounts. Are you rec-**  
3 **ommending changes to any of the others?**

4 A: I should note that the amounts shown on Sch. 1 for the restricted accounts in the  
5 test year are NOT the actual CY 2003 expenses. Rather, they are the amounts that  
6 were approved in Docket No. 3512, which became effective during the test year. I  
7 have shown the Docket No. 3512 amounts as the test year amounts to hopefully  
8 minimize confusion and present the changes from the Commission approved  
9 amounts to those we are now seeking.

10 The R&R restricted account was reduced to \$150,000 in the last docket. We are  
11 not recommending a change.

12 The Rate Case restricted account was set at \$20,000 per year. Woonsocket has  
13 been filing for rates more frequently. We expect this trend to continue. As a result,  
14 we are asking for an increase in the annual restricted debt service amount to  
15 \$40,000. This is in line with a cost of \$120,000 per rate case spread over three  
16 years. While there were funds in the restricted debt service account at the end of  
17 the test year, we expect much of that to be used in this case. We also expect filings  
18 more frequently than every three years that will further reduce balances.

19 The Chemical restricted account was set at \$213,884 in the last docket. In the test  
20 year, the chemical costs were in excess of \$330,000. Annual chemical costs have  
21 been and are expected to continue to be greater than the restricted amount. How-  
22 ever, there was a balance of \$216,443 on December 31, 2003. We are hoping that  
23 the balances in the restricted account will be sufficient through the rate year.  
24

25 **Q: What level of operating reserve is Woonsocket seeking?**

26 A: We are asking for a 1.5% allowance on total expenses, or some \$110,000. I rec-  
27 ognize that this is an issue that the Commission has been looking at closely in re-  
28 cent water rate cases. In the recent Newport Water case, the settlement included a  
29 1.5% allowance on all expenses. I believe this is appropriate for Woonsocket as  
30 well. There are many unknowns that Woonsocket faces. There has certainly been

1 a reduction in water sales to large accounts in recent years. Aside from the three  
2 customers that were closed because of the mill fire, we have made no further ad-  
3 justment for this possibility. Gasoline prices have recently spiked and we are un-  
4 sure of the impact that this may have on Woonsocket. At the recent rate of spend-  
5 ing, the chemical restricted account will be drawn down with insufficient annual ad-  
6 ditions to cover the annual chemical costs. The 1.5% allowance represents about  
7 \$0.50 per month on the typical residential customer's water bill. I believe the assur-  
8 ances it provides to Woonsocket are well worth that price.

9 **Usage**

10 **Q: What information have you used for water use, numbers of meters, and fire**  
11 **services?**

12 A: This information is generally presented on Sch. 2. The number of feet of various  
13 size pipe (used for cost allocations) is as of the end of the test year (12/31/2003).  
14 The number of water meters by billing frequency and number of fire services repre-  
15 sent the most recent information and are reflective of accounts as of April 1, 2004.  
16 Accordingly this information is somewhat more recent than the end of the test year.  
17 The water use data is for the 12 months ending December 31, 2003 (the test year).  
18 As shown on page 3 of Sch. 2, we are proposing an adjustment to the test year us-  
19 age to remove the sales to accounts that were destroyed by the mill fire during the  
20 test year.

21 **Rate Design**

22 **Q: Are you proposing a change in rate design?**

23 A: No, I am not. The proposed rates are based on the cost allocation study included in  
24 Schedule 3. As I have indicated, the cost allocations are in conformance with those  
25 approved in Dockets 2099 and 2904. Because of the change in costs since those  
26 dockets and the requirement that IFR costs be recovered based on use, there has  
27 been a shift from some fixed (non-use) costs such as the service charges and, to an  
28 extent, the fire protection charges. Schedule 6.1 shows that the proposed service  
29 charges are actually lower than the current charges in most cases. The fire service

1 charges, while increased over the current amounts, are less of an increase than the  
2 overall average.

3

4 **Q: Has this shift in costs resulted in higher metered rates?**

5 A: Yes. While the overall increase in revenues is nearly 40%, the metered rates are  
6 proposed to increase some 47%. This is a result of the increased IFR costs (includ-  
7 ing the new CWFA bonds which are for IFR projects) that must be recovered  
8 through the metered rates.

9

10 **Q: What is the overall impact of the proposed rates on a typical residential cus-**  
11 **tomer?**

12 A: Schedule 6.2 presents the impact on various customers and types of service. A  
13 typical residential customer using 10,000 cubic feet per year (205 gallons per day)  
14 will see their annual water bill increase from \$290 to \$401. This is a 38% increase  
15 or about \$9 per month. The percentage increase for smaller volume customers is  
16 less than that of larger volume customers due to the influence of the service  
17 charge. Because the service charge is a larger part of the small customer's total  
18 bill, the proposed reductions in the service charge causes the overall increase to be  
19 less. As shown on Table 6.2, the overall effective rate (total bill divided by total wa-  
20 ter use) is still more for the smaller users – again due to the influence of the service  
21 charge.

22

23 **Summary**

24 **Q: Does this conclude your testimony?**

25 A: Aside from new information that may be brought to my attention and without review-  
26 ing testimony from the Division or other witnesses, yes it does.



**RATE YEAR REVENUE REQUIREMENT**

	TEST YEAR	Adjustments to Test year		RATE YEAR	Explanation
	12 MOS ENDED <u>Dec 31, 2003</u>	(See Sch 1.1)	Attrition	12 MOS ENDED <u>Dec 31, 2005</u>	
<b>Personnel Costs</b>					
Permanent Services	\$1,020,027	\$118,813		\$1,138,840	See Sch 1.1 (A)
Upgrade for Study	\$0	\$51,298		\$51,298	See Sch 1.1 (A)
Long Term Worker's Comp	\$0		\$0	\$0	
Temporary Labor	\$10,558		\$643	\$11,201	
Overtime Pay	\$75,932	\$27,068		\$103,000	See Sch 1.1 (A)
Out Of Class Pay	\$952		\$58	\$1,010	
Longevity Pay	\$36,158	\$5,038		\$41,196	See Sch 1.1 (A)
Medical Buy Back	\$4,718	\$708		\$5,426	See Sch 1.1 (A)
Sick Leave Reimbursement	\$2,933	\$17,067		\$20,000	See Sch 1.1 (A)
Comp Time Reimbursement	\$0	\$500		\$500	See Sch 1.1 (A)
Non-sick/Injury Bonus	\$0	\$2,318		\$2,318	See Sch 1.1 (A)
Bonus for Course	\$17,036	\$2,119		\$19,155	See Sch 1.1 (A)
Shift Differential	\$10,632		\$647	\$11,279	
Subtotal	\$1,178,946	\$224,928	\$1,348	\$1,405,222	
<b>Maintenance &amp; Servicing</b>					
Postage	\$10,263		\$625	\$10,888	
Telephone	\$42,082		\$2,563	\$44,645	
Dues & Subscriptions	\$888		\$54	\$942	
Advertising	\$3,595		\$219	\$3,814	
Travel Within City	\$0		\$0	\$0	
Travel Out of City	\$1,466	\$1,584		\$3,050	See Sch 1.1 (B)
Education Training	\$6,888	\$3,112		\$10,000	See Sch 1.1 (B)
Printing & Reproducing	\$9,418		\$574	\$9,992	
General Maint. & Upkeep	\$43,023		\$2,620	\$45,643	See Sch 1.1 (B)
Vehicle & Outside Equip. Upkeep	\$12,761		\$777	\$13,538	
Maintenance - Office Equipment	\$2,201		\$134	\$2,335	
Maintenance - Roads & Walks	\$170,253		\$10,368	\$180,621	
Computer Software	\$1,716		\$105	\$1,821	
Rental - Vehicles & Outside Equip	\$0		\$0	\$0	
Land Rental Charges	\$2,043		\$124	\$2,167	
Other Rentals	\$1,755		\$107	\$1,862	
Heating	\$12,922		\$787	\$13,709	
Light & Power	\$196,720	\$55,569		\$252,289	See Sch 1.1 (B)
Property & Fire Tax	\$132,673	\$76,949		\$209,622	See Sch 1.1 (B)
Sewer Assessment	\$89,283		\$5,437	\$94,720	
State Pollution Monitoring Prgm	\$14,601	\$10,438		\$25,039	See Sch 1.1 (B)
Regulatory Assessments	\$23,475	\$2,603		\$26,078	See Sch 1.1 (B)
Conservation Services	\$0	\$1,135		\$1,135	See Sch 1.1 (B)
Police Details	\$5,594		\$341	\$5,935	
Other Independent Service	\$9,110	\$2,890		\$12,000	See Sch 1.1 (B)
Medical Examinations	\$270		\$16	\$286	
Legal Service	\$11,794	\$50,000		\$61,794	See Sch 1.1 (B)
Audit Service	\$6,532	\$196		\$6,728	See Sch 1.1 (B)
Engineering Service	\$16,923	\$50,000		\$66,923	See Sch 1.1 (B)
Subtotal	\$828,249	\$254,475	\$24,851	\$1,107,576	

**RATE YEAR REVENUE REQUIREMENT**

	TEST YEAR EXPENSES Dec 31, 2003	Adjustments to Test year		RATE YEAR EXPENSES Dec 31, 2005	Explanation
Operating Supplies					
Office Supplies & Expenses	\$2,888		\$176	\$3,064	
Gas & Diesel Fuel	\$5,676	\$4,324		\$10,000	See Sch 1.1 (B)
Tires & Batteries	\$5,704		\$347	\$6,051	
Chemicals For Water Supply	\$0	- see restricted fund -		\$0	
Tools & Implements	\$4,228		\$257	\$4,485	
Cleaning & Housekeep. Supplies	\$1,561	\$911		\$2,472	See Sch 1.1 (B)
Other Supplies	\$34,063	\$27,327		\$61,390	See Sch 1.1 (B)
Lab Supplies	\$27,933		\$1,701	\$29,634	
Clothing & Footwear - Crew	\$8,930		\$544	\$9,474	
Medical Supplies	\$682		\$42	\$724	
Clothing Allowance	\$4,145	(\$20)		\$4,125	See Sch 1.1 (B)
Subtotal	\$95,810	\$32,542	\$3,067	\$131,419	
General Charges					
Fiscal Certification	\$550	\$3,950		\$4,500	See Sch 1.1 (B)
Interest on Notes	\$0			\$0	
Pensions	\$0	\$0		\$0	See Sch 1.1 (A)
FICA Employer Cost	\$93,853	\$13,647		\$107,500	See Sch 1.1 (A)
City Services Charge	\$265,022	\$16,140		\$281,162	See Sch 1.1 (B)
Insurance - Vehicles	\$68,237	\$10,236		\$78,473	See Sch 1.1 (B)
Insurance - Worker's Comp.	\$96,519	\$14,478		\$110,997	See Sch 1.1 (B)
Insurance - Liability	\$169,921	\$25,488		\$195,409	See Sch 1.1 (B)
Insurance - Group Life	\$5,943	\$0		\$5,943	See Sch 1.1 (B)
Health Insurance	\$329,117	\$49,368		\$378,485	See Sch 1.1 (B)
Dental Insurance	\$18,055	\$1,354		\$19,409	See Sch 1.1 (B)
Rate Case	\$0			\$0	
Restricted Accounts (shown at Current Auth Level for TY)					
Renewal & Replacement Fund	\$150,000			\$150,000	
Rate Case Expense	\$20,000	\$20,000		\$40,000	See Sch 1.1 (D)
IFR	\$825,000	\$775,000		\$1,600,000	See Sch 1.1 (D)
Chemicals	\$213,884			\$213,884	See Sch 1.1 (D)
Debt Service (non-IFR)	\$762,688	\$829		\$763,517	See Sch 1.1 (D)
Debt Service (IFR)	\$75,000	\$705,540		\$780,540	See Sch 1.1 (D)
Claims	\$0			\$0	
Subtotal	\$3,093,789	\$1,636,029	\$0	\$4,729,818	
TOTAL EXPENSES	\$5,196,794	\$2,147,974	\$29,267	\$7,374,035	
Plus Operating Reserve	\$0			\$110,611	
Less Misc. Income					
Services & Extensions	-\$55,861			-\$55,861	
Misc. Income	-\$19,392			-\$19,392	
Interest on Bills	-\$131,338			-\$131,338	
Interest on Investments	-\$5,318			-\$5,318	
Repairs	-\$3,672			-\$3,672	
	-\$215,581	\$0	\$0	-\$215,581	
Total Net Revenue Requirement	\$4,981,213	\$2,147,974	\$29,267	\$7,269,065	

**Explanation of Adjustments to Test Year Expenses**

**Adjustment A - Labor Increases**

31,667

This adjustment reflects the increase in salary and wage costs from the test year to the rate year based on labor agreement from 7-1-2002 through 6-30-2005 and estimated increase for second half of rate year.

	<u>Test Year</u>	<u>Rate Year</u>	<u>Rate Year</u>	<u>Study Upgrade</u>	<u>Longevity Percent RY w/upgrade</u>	<u>Course Bonus</u>
Water Div. Superint.	1	1	\$67,550	\$4,654	6.0%	4,332
Asst Water Superint.	1	1	57,831	\$1,707	5.0%	2,977
Public Works Acct Clerk	1	1	25,445	\$1,753	5.0%	1,360
Principal Clerk Typist	1	1	32,300	\$0	4.0%	1,292
Plant Equip Operator	1	1	34,631	\$1,022	4.5%	1,604
Water Works Clerk	1	1	25,445	\$1,252	4.5%	1,201
Chemist/Bacteriologist	1	1	44,132	\$1,303	4.0%	1,817
Water Div. Engineer	0	0	0	0	0.0%	0
Engineering Aide	1	1	36,339	\$1,073	4.5%	1,684
WTP Oper.	8	8	277,699	\$8,200	3.0%	8,577
Water Foreperson	1	1	34,904	\$2,404	4.0%	1,492
Sr. Water Foreperson	1	1	40,615	\$2,798	4.5%	1,954
Utility Person	4	4	120,153	\$5,912	1.0%	1,261
Meter Foreperson	1	1	29,484	\$2,031	5.5%	1,733
Meter Reader/Repair	3	3	82,369	\$5,673	3.2%	2,817
Heavy Equip Operator	2	2	63,410	\$3,120	0.0%	0
Plant Maint. Master Mechanic	1	1	41,240	\$1,218	6.0%	2,547
Water Supply Inspector	1	1	29,134	\$1,434	5.0%	1,528
Managerial Accountant	1	1	44,682	\$2,198	4.0%	1,875
Data Entry Operator	1	1	24,753	\$1,705	0.0%	0
Senior Water Div. Acct. Clerk	1	1	26,723	\$1,841	4.0%	1,143
<b>Total</b>	<b>33.0</b>	<b>33.0</b>	<b>\$1,138,840</b>	<b>\$51,298</b>		<b>\$41,196</b>
						<b>\$19,155</b>

FICA Employer Cost based on 7.65% of personnel cost, No Pension contribution expected in rate year.  
 Medical Buy-back will increase as medical insurance does - employees that opt out receive 25% of premium.  
 Out-of-class pay increased from the Test Year amount based on analysis of contract commitments.  
 Overtime pay increased from test year to provide for increased flushing activities during off hours.  
 Comp time reimbursement estimated at \$500/year based on \$572 in current year.  
 Sick leave reimbursement estimate is based on amounts from previous years = \$20,000/year.  
 Non use of sick time bonus is estimate based on FY 04 actual through March 04, increased 3%  
 Study Upgrade based on results on PUC salary survey and recommendations for upgrade in Woonsocket.  
 FY 2005 salary increased for rate year by 2.0%

### Explanation of Adjustments to Test Year Expenses

#### Adjustment B - Known & Measurable Changes

This Adjustment is applied to various items as discussed below that represent normalization adjustments or known and measurable changes.

#### Travel Out of City

Rate year includes allowance for travel to AWWA (5 days) and NEWWA Annual Conferences (4 days)

9 days with meals & lodging at	\$250	\$2,250
Airfare to AWWA		\$800
Total Rate Year =		\$3,050
Increase over Test Year =		\$1,584

#### State Pollution Monitoring Costs

Includes additional \$10,000 per year for lead sampling and school testing plus disinfection by-product monitoring, plus inflation allowance.

#### Audit Services

Based on year to date (FY 2004 through March) of \$6,532 plus inflation to rate year.

#### Regulatory Assessment

Based on year to date (FY 2004 through March) of \$25,318 plus inflation to rate year.

#### Education Training

Estimated increase in cost of Training Programs for new personnel and initial certificatic \$3,112

#### Fiscal Certifications

CWFA bonds require a new annual certification of revenues for coverage check. Estimated cost = \$4,500

#### Gas & Diesel

Based on year to date (FY 2004 through March) of \$4,000 for half the construction season, plus \$2,000 for auxiliary power costs.

#### Cleaning & Housekeeping Supplies

Based on year to date (FY 2004 through March) of \$1600 plus inflation to rate year.

**Explanation of Adjustments to Test Year Expenses**

**Light & Power**

Power costs - new generation rate  
 kWh for CY 2003 2,342,429  
 New Rate = \$0.0572  
 Rate Year \$133,987  
 Test Year @ \$0.04415 = \$103,418  
 Additional Power Cost \$30,569  
 Plus Allowance for Harris Pond \$25,000  
 Change from TY = \$55,569

**Property & Fire Tax**

Estimated FY 2005 taxes based on revaluations \$209,622

**Conservation Services**

Cost from Niagra Conservation to replenish conservation kits = \$1,135

**Other Independ. Services**

Based on 9 months through March 2004 cost has been \$9,000, annual estimate = \$12,000  
 Adjustment \$2,890

**Other Supplies**

Based on year to date (FY 2004 through March) of \$29,801 for half the construction season, plus inflation.

**Clothing Allowance**

Based on \$125.employee

**City Services Charge**

Much of this charge is employee related. Accordingly, the test year costs were increased to reflect salary increases for employees at an annual rate of 3% for two years

Test Year Amount = \$265,022  
 Increase over Test Year = \$16,140

**Insurance Costs**

All insurance costs are based on FY 2003 actual costs and increased based on Finance Dept information

Vehicles	15.0% FY 2005 estimates from City Insurance carrier, increased by 50% for CY 2005
Worker's Comp	15.0% FY 2005 estimates from City Insurance carrier, increased by 50% for CY 2006
Liability	15.0% FY 2005 estimates from City Insurance carrier, increased by 50% for CY 2007
Health	15.0% FY 2005 estimates from City Insurance carrier, increased by 50% for CY 2008
Group Life	0.0% FY 2005 estimates from City Insurance carrier, increased by 50% for CY 2009
Delta Dental	7.5% FY 2005 estimates from City Insurance carrier, increased by 50% for CY 2010

**Engineering Services**

Additional services for regional water and DBO study = \$50,000

**Legal Services - Wholesale Water Agreement**

Estimated cost for analysis from Director of Public Works \$50,000

**Explanation of Adjustments to Test Year Expenses**

**Adjustment C - Attrition Allowance**

For all items not adjusted to the rate year elsewhere, an attrition allowance has been applied at an annual increase of 3.0% or compounded @ 6.1%

**Adjustment D - Restricted Accounts**

**RESTRICTED RECEIPT ACCOUNT ACTIVITY IN TEST YEAR (CY 2003)**

	R&R	Chemicals	Debt	Rate Case	IFR	IFR
Beginning Balance	119,079	283,497	253,857	202,868	183,499	1,046,186
Funding (TY - Restricted Amt)	250,000	261,884	1,039,214	10,000	1,000,605	650,605
Interest	597	3,081	1,867	2,114	10,596	7,798
Expenditures (actual) *	274,185	332,019	1,106,697	86,825	-573,563	50,391
Ending Balance	95,491	216,443	188,041	128,157	1,768,263	1,654,198

\* Note: There was a reimbursement for the Logee Street Tank that is shown as a negative expenditure under IFR. There was a GAC charge out in Nov 2003 for \$169,569.30 that did not clear the restricted account until after 12/31/03, but is reflected here.

**Chemicals**

No change - test year and rate year expenses exceed funding allowance - balances to be reduced

**Debt Service - Principal & Interest**

		Test Year (CY 03)	Rate Year (CY 05)	Non-IFR	IFR
1988 Bond Issue (\$2,700,000) (refinanced 1997)	Principal Due	\$186,110	\$206,230	\$206,230	
	Interest Due	85,267	47,677	47,677	
	Total Due	\$251,377	\$253,907	\$253,907	
1994 Bond Issue (\$6,400,000)	Principal Due	\$280,000	\$315,000	\$315,000	
	Interest Due	221,775	194,611	194,611	
	Total Due	\$501,775	\$509,611	\$509,611	
RICWFA Bond 2003 (IFR) (rate year amount is the normal annual amount that will be due - actual CY 2005 is less.)	Principal & Fee Due	\$3,422	\$435,488		\$435,488
	Interest Due	23,916	\$345,052		\$345,052
	Total Due	\$27,338	\$780,540		\$780,540
Total - All Bond Issues					
Principal & CWFA Fee Due		\$469,532	\$956,718	\$521,230	\$435,488
Interest Due		\$310,958	\$587,340	\$242,287	\$345,052
Total Due		\$780,490	\$1,544,057	\$763,517	\$780,540

**Summary of Adjustments**

	Principal & Fees	Interest	Total		
Test Year (restricted amount docket 2904)					
Rate Year			\$762,688	\$762,688	\$75,000
Adjustment	\$956,718	\$587,340	\$1,544,057	\$763,517	\$780,540
			\$781,369	\$829	\$705,540

**Rate Case Expense**

Estimated Rate Case Expenses are proposed to be paid from the restricted receipts account funded at the following annual level:

Rate Filing	\$50,000	
Notification Postage (# of bills @\$0.37)	\$3,433	
Testimony, Data Requests, Hearings	50,000	
Division	10,000	
Attorney General	0	
Transcripts, other	8,000	
Total	\$121,433	(To be Paid from Restricted Account)
Cost over three yr. period	\$40,478	(vs. \$20,000 allowed in Docket 2904)
Increase Over Test Year	\$20,000	

**IFR**

IFR Funding	\$1,600,000
Current Funding Level =	\$825,000
Increase =	\$775,000

## TEST YEAR REVENUE REQUIREMENTS

	EXPENSES 6 MOS ENDED <u>Dec. 31, 2003</u>	EXPENSES 12 MOS ENDED <u>June 30, 2003</u>	EXPENSES 6 MOS ENDED <u>Dec 31, 2002</u>	EXPENSES 6 MOS ENDED <u>June 30, 2003</u>	TEST YEAR 12 MOS ENDED <u>Dec 31, 2003</u>
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D=B-C</u>	<u>E=A+D</u>
Personnel Costs					
Permanent Services	\$513,590	\$995,338			
Upgarde for Study			488,901	\$506,437	\$1,020,027
Long Term Worker's Comp					\$0
Temporary Labor	4,817	\$11,809		\$0	\$0
Overtime Pay	36,996	\$122,576	6,068	\$5,741	\$10,558
Out Of Class Pay	693	\$740	83,640	\$38,936	\$75,932
Longevity Pay	36,158	\$33,114	481	\$259	\$952
Medical Buy Back	4,718		33,114		\$36,158
Sick Leave Reimbursement		\$2,933		\$0	\$4,718
Comp Time Reimbursement				\$2,933	\$2,933
Non-sick/Injury Bonus				\$0	\$0
Bonus for Course	8,577	\$16,840		\$0	\$0
Shift Differential	5,181	\$9,500	8,381	\$8,459	\$17,036
Subtotal	<u>\$610,730</u>	<u>\$1,192,850</u>	<u>4,049</u>	<u>\$5,451</u>	<u>\$10,632</u>
Maintenance & Servicing			\$624,634	\$568,216	\$1,178,946
Postage	34	\$10,604	375	\$10,229	\$10,263
Telephone	14,704	\$37,975	10,597	\$27,378	\$42,082
Dues & Subscriptions	654	\$1,313	1,079	\$234	\$888
Advertising	2,064	\$2,287	756	\$1,531	\$3,595
Travel Within City	0	\$0	0	\$0	\$0
Travel Out of City	1,432	\$1,274	1,240	\$34	\$1,466
Education Training	1,784	\$8,149	3,045	\$5,104	\$6,888
Printing & Reproducing	427	\$9,507	516	\$8,991	\$9,418
General Maint. & Upkeep	20,148	\$41,248	18,373	\$22,875	\$43,023
Vehicle & Outside Equip.	4,599	\$11,048	2,886	\$8,162	\$12,761
Maintenance - Office Equ	708	\$2,861	1,368	\$1,493	\$2,201
Maintenance - Roads & V	121,026	\$64,046	14,819	\$49,227	\$170,253
Computer Software	400	\$2,251	935	\$1,316	\$1,716
Rental - Vehicles & Outsir	0	\$0	0	\$0	\$0
Land Rental Charges	0	\$2,043	0	\$2,043	\$2,043
Other Rentals	880	\$1,375	500	\$875	\$1,755
Heating	1,781	\$13,028	1,887	\$11,141	\$12,922
Light & Power	82,998	\$192,156	78,434	\$113,722	\$196,720
Property & Fire Tax	66,901	\$143,915	78,143	\$65,772	\$132,673
Sewer Assessment	29,898	\$102,264	42,879	\$59,385	\$89,283
State Pollution Monitoring	5,918	\$12,994	4,311	\$8,683	\$14,601
Regulatory Assessments	11,385	\$22,465	10,375	\$12,090	\$23,475
Conservation Services	0	\$0	0	\$0	\$0
Police Details	4,714	\$1,264	384	\$880	\$5,594
Other Independent Servic	5,522	\$5,182	1,594	\$3,588	\$9,110
Medical Examinations	96	\$532	358	\$174	\$270
Legal Service	10,536	\$1,258	0	\$1,258	\$11,794
Audit Service		\$6,532	0	\$6,532	\$6,532
Engineering Service	3,653	\$14,720	1,450	\$13,270	\$16,923
Subtotal	<u>\$392,262</u>	<u>\$712,291</u>	<u>\$276,304</u>	<u>\$435,987</u>	<u>\$828,249</u>

### TEST YEAR REVENUE REQUIREMENTS

	EXPENSES 6 MOS ENDED <u>Dec. 31, 2003</u>	EXPENSES 12 MOS ENDED <u>June 30, 2003</u>	EXPENSES 6 MOS ENDED <u>Dec 31, 2002</u>	EXPENSES 6 MOS ENDED <u>June 30, 2003</u>	EXPENSES 12 MOS ENDED <u>Dec 31, 2003</u>
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D=B-C</u>	<u>E=A+D</u>
Operating Supplies					
Office Supplies & Expens	566	4,061	1,739	\$2,322	\$2,888
Gas & Diesel Fuel	187	\$6,610	1,121	\$5,489	\$5,676
Tires & Batteries	3,311	\$2,993	600	\$2,393	\$5,704
Chemicals For Water Sup	103,000	\$213,884	55,000	\$158,884	\$261,884
Tools & Implements	3,147	\$3,103	2,022	\$1,081	\$4,228
Cleaning & Housekeep. S	549	\$1,533	521	\$1,012	\$1,561
Other Supplies	23,444	\$49,425	38,806	\$10,619	\$34,063
Lab Supplies	14,291	\$25,135	11,493	\$13,642	\$27,933
Clothing & Footwear - Cre	3,978	\$6,373	1,421	\$4,952	\$8,930
Medical Supplies	0	\$1,367	685	\$682	\$682
Clothing Allowance	4,145	\$3,808	3,808	\$0	\$4,145
Subtotal	\$156,618	\$318,292	\$117,216	\$201,076	\$357,694
General Charges					
Fiscal Certification	0	\$550	0	\$550	\$550
Interest on Notes		\$11,169	11,169	\$0	\$0
Pensions	0	\$0	0	\$0	\$0
FICA Employer Cost	48,646	\$91,325	46,118	\$45,207	\$93,853
City Services Charge	0	\$265,022	0	\$265,022	\$265,022
Insurance - Vehicles	22,756	\$45,481	0	\$45,481	\$68,237
Insurance - Worker's Corr	65,000	\$63,037	31,518	\$31,519	\$96,519
Insurance - Liability	93,011	\$76,910	0	\$76,910	\$169,921
Insurance - Group Life	3,179	\$5,528	2,764	\$2,764	\$5,943
Health Insurance	193,978	\$301,247	166,108	\$135,139	\$329,117
Dental Insurance	10,452	\$19,173	11,570	\$7,603	\$18,055
Rate Case				\$0	\$0
Restricted Accounts				\$0	\$0
Renewal & Replacemen	100,000	\$200,000	50,000	\$150,000	\$250,000
Rate Case Expense	10,000	\$0	0	\$0	\$10,000
IFR	500,000	\$670,605	170,000	\$500,605	\$1,000,605
Chemicals - Net				\$0	\$0
Debt Service (non-IFR)	350,000	\$919,241	230,000	\$689,241	\$1,039,241
Claims	0		0	\$0	\$0
Subtotal	\$1,397,022	\$2,669,288	\$719,247	\$1,950,041	\$3,347,063
<b>TOTAL EXPENSES</b>	<b>\$2,556,632</b>	<b>\$4,892,721</b>	<b>\$1,737,401</b>	<b>\$3,155,320</b>	<b>\$5,711,952</b>
Plus Operating Reserve	15,703				
Less Misc. Income					
Services & Extensions	-42,151	-60,634	-46,924	-\$13,710	-\$55,861
Misc. Income	-9,792	-10,820	-1,220	-\$9,600	-\$19,392
Interest on Bills	-65,274	-115,113	-49,049	-\$66,064	-\$131,338
Interest on Investments	-1,373	-12,141	-8,196	-\$3,945	-\$5,318
Repairs	-160	-3,592	-80	-\$3,512	-\$3,672
<b>Total Net Revenue Requi</b>	<b>\$2,453,585</b>	<b>\$4,690,421</b>	<b>\$1,631,932</b>	<b>\$3,058,489</b>	<b>\$5,496,371</b>



**UNITS OF SERVICE**

**Inch-Feet of Pipe (as of 12/31/03)**

<u>Size (inches)</u>	<u>Feet</u>	<u>In-Ft</u>	<u>% of Total</u>
<u>Distribution</u>			
1.00	1,086	1,086	
1.25	239	299	
1.50	568	852	
2.00	3,926	7,852	
2.50	533	1,333	
3	93	279	
4	11,958	47,832	
6	134,467	806,802	
8	320,214	2,561,712	
10	11,918	119,180	54.5%
<u>Transmission</u>			
12	117,641	1,411,692	
14	10,437	146,118	
16	2,418	38,688	
18	18,526	333,468	
20	17,581	351,620	
24	14,460	347,040	
30	10,909	327,270	45.5%
Total	676,974	6,503,122	100.0%

**UNITS OF SERVICE**  
(as of April 1, 2004)

**Meters By Size**  
Total

<u>Meter Size</u>	<u>Semiannual Accounts</u>	<u>Quarterly Accounts</u>	<u>Total Accounts</u>	<u>Equivalency Ratios</u>	<u>Meter Equivalents</u>
5/8	7,964	430	8,394	1.0	8,394
3/4	210	69	279	1.4	396
1	143	220	363	1.8	638
1 1/2	1	61	62	3.3	202
2	1	123	124	4.6	567
3	0	6	6	6.3	38
4	0	16	16	9.6	153
6	0	19	19	16.9	321
8	0	15	15	29.6	443
10	<u>0</u>	<u>0</u>	<u>0</u>	42.4	<u>0</u>
Totals	8,319	959	9,278		11,152

**Number of Bills**

Metered Water	<u>Total</u>
Quarterly Bills	3,836
Semiannual Bills	16,638
Private Fire	688
Public Fire	<u>3</u>
Total Billings	21,165

**UNITS OF SERVICE**

**Fire Service Data**

	Size (inch)	Total Number	Equivalents*
Public Fire Hydrants	4	31	
	6	1,519	
<b>Total</b>		1,550	
Private Sprinklers	2	11	50
	3	5	32
	4	46	441
	6	87	1,468
	8	19	562
	10	4	170
<b>Total</b>		172	2,722
<b>Grand Totals</b>		=====	
		1,722	

\* Equivalents based on meter equivalents

**Water Use Data (for TY)**

	Million Gal.	100 Cu Ft
Total Production (mg)	1,401.909	1,874,210
Wholesale Sales (mg)	0.000	0.000
Retail Sales		
Test Year	1,330.961	1,779,360
Adjustments *	-18.057	(24,140)
Rate Year	1,312.905	1,755,220

\* Removes CY 2003 (TY) usage from customers that were closed or destroyed in 2003 Mill Fire as follows:

Florence Drive LLC	1,090	100 cu ft
ACS Industries	5,540	100 cu ft
Consolidated Real Estate	17,510	100 cu ft





**ALLOCATION OF LABOR COSTS TO FUNCTIONS**

Rate Year	Allocation	Symbol	Amount	Supply & Treatment	Transm/Distrib	Pumping/Storage	Meters/Services	Billing/Collection	Direct Fire Protect.	General/Admin.	%	Amnt.	%	Amnt.
\$67,550	G	Water Div. Superint.	\$7,831	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	\$0	0.0%	\$67,550
\$25,445	B	Asst Water Superint.	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$32,300	G	Public Works Acct Clerk	0	0.0%	0.0%	0.0%	0.0%	100.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$34,631	T	Principal Clerk Typist	24,242	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	32,300
\$25,445	G	Plant Equip Operator	0	0.0%	0.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$44,132	S	Water Works Clerk	44,132	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	25,445
\$0	K	Chemist/Bacteriologist	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$36,339	A	Water Div. Engineer	0	0.0%	50.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$277,699	S	Engineering Aide	277,699	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$34,904	K	WTP Oper.	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$40,615	K	Water Foreperson	0	0.0%	50.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$120,153	K	Sr. Water Foreperson	0	0.0%	50.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$29,464	C	Utility Person	60,076	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$82,369	C	Meter Foreperson	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$63,410	K	Meter Reader/Repair	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$41,240	T	Heavy Equip Operator	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$29,134	W	Plant Maint. Master Mechanic	28,668	70.0%	0.0%	0.0%	0.0%	75.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$44,682	G	Water Supply Inspector	14,567	50.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$24,753	G	Managerial Accountant	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$26,723	B	Data Entry Operator	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	0.0%	0
\$1,138,840	L	Senior Water Div. Acct. Clerk	\$447,339	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	\$22,761	2.0%	\$194,730
		Total	\$1,138,840					\$125,645	\$72,142	\$194,730		\$113,945	10.0%	\$194,730
		Percent						11.0%	6.3%	17.1%		10.0%		17.1%

**ALLOCATION OF ASSETS TO FUNCTIONS**

Asset Value	Allocation Symbol	SUPPLY & TREATMENT		TRANSM/DISTRIB		PUMPING/STORAGE		METERS/SERVICES		BILLING/COLLECTION		DIRECT FIRE PROTECT		GENERAL/ADMIN. TO	
		%	Amtl	%	Amtl	%	Amtl	%	Amtl	%	Amtl	%	Amtl	%	Amtl
\$5,387,800	S	100.0%	\$5,387,800	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0
2,350,000	P	0.0%	0	0.0%	0	100.0%	2,350,000	0.0%	0	0.0%	0	0.0%	0	0.0%	0
20,150,000	S	100.0%	20,150,000	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
5,683,180	S	100.0%	\$5,683,180	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0	0.0%	\$0
72,115,125	D	0.0%	0	100.0%	72,115,125	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
13,972,000	P	0.0%	0	0.0%	0	100.0%	13,972,000	0.0%	0	0.0%	0	0.0%	0	0.0%	0
912,200	M	0.0%	0	0.0%	0	0.0%	0	100.0%	912,200	0.0%	0	0.0%	0	0.0%	0
771,000	FP	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0	0.0%	0
93,453,505	R	25.7%	5,683,180	0.0%	72,115,125	0.0%	13,972,000	0.0%	912,200	0.0%	0	100.0%	771,000	0.0%	0
\$121,341,305	R	25.7%	\$31,220,980	59.4%	\$72,115,125	13.5%	\$16,322,000	0.8%	\$912,200	0.0%	\$0	0.6%	\$771,000	0.0%	\$0
	Total														
	Percent														

\* From IFR Study

**EXPLANATION OF SYMBOLS USED TO ALLOCATE TO FUNCTIONS**

Explanation	Symbol	Supply/Treat/Trans. & Distrib	Pump/Store	Meter/Serv.	Bill/Coil	Direct Fire Gen'l & Admin.	Total
	A	0.0%	0.0%	50.0%	0.0%	0.0%	100.0000%
50% Services & Meters, 50% Distribution	A	0.0%	0.0%	50.0%	0.0%	0.0%	100.0000%
100% Billing & Collection	B	0.0%	0.0%	0.0%	100.0%	0.0%	100.0000%
Meter Readers involved in billing (75%) and repair (25%)	C	0.0%	0.0%	25.0%	75.0%	0.0%	100.0000%
100% Transmission & Distribution	D	0.0%	0.0%	0.0%	0.0%	0.0%	100.0000%
90% applicable to supply & treatment 10% applicable to pumping	E	90.0%	10.0%	0.0%	0.0%	0.0%	100.0000%
Expenses associated with electric light & power costs based details from Docket 2099	F	97.8%	2.2%	0.0%	0.0%	0.0%	100.0000%
100% Direct Fire	FP	0.0%	0.0%	0.0%	0.0%	100.0%	100.0000%
100% General & Administrative	G	0.0%	0.0%	0.0%	0.0%	0.0%	100.0000%
City Service Charges from detail in docket 2099 Percent	I	1.9%	0.2%	0.9%	11.9%	0.2%	79.3%
IFR Expenses - based on Symbol R with all but supply allocated to Trans/Distribution in order to recover costs based on use.	IFR	25.7%	0.0%	0.0%	0.0%	0.0%	100.0000%
Applied to Operating Revenue in proportion to all other expenses.	J	34.6%	2.5%	3.8%	3.4%	2.4%	100.0000%
Applied to Maint. of Roads & Walks - per Docket No. 2099 and related costs and labor	K	0.00%	0.00%	25.00%	0.00%	25.0%	100.0000%
Applicable to Labor Items based on breakdown of labor costs	L	39.3%	2.0%	11.0%	10.0%	6.3%	100.0000%
100% Meters & Services	M	0.0%	0.0%	100.0%	0.0%	0.0%	100.0000%
50% Trans/Dist and 50% Direct Fire	N	0.0%	0.0%	0.0%	0.0%	50.0%	100.0000%
100% Pumping & Storage	P	0.0%	100.0%	0.0%	0.0%	0.0%	100.0000%
50% Supply/Treatment, 50% Gen'l & Admin.	HE	50.0%	0.0%	0.0%	0.0%	0.0%	100.0000%
75% Meters/Services and 25% Direct Fire	Q	0.0%	0.0%	0.0%	0.0%	0.0%	100.0000%
Debt and R & R Items - see Sch. 3.2	R	25.7%	13.5%	75.0%	0.0%	25.0%	100.0000%
100% Supply and/or treatment related costs plus	S	100.0%	0.0%	0.8%	0.0%	0.6%	100.0000%
Applicable to Plant Equip Operator & Plant Master Maint Mech. allocated 30% to pumping, 70% supply/treatment	T	70.0%	30.0%	0.0%	0.0%	0.0%	100.0000%
50% Billing, 50% Gen'l & Admin.	U	0.0%	0.0%	0.0%	0.0%	0.0%	100.0000%
Water Supply Inspector - 50% supply, 50% trans/dist	W	50.0%	0.0%	0.0%	50.0%	0.0%	100.0000%



**ALLOCATION OF FUNCTIONAL COSTS TO RATE SCHEDULE ELEMENTS**

Rate Year	Allocation Symbol	Amount	WHOLESALE/BASE %	Amnt.	RETAIL ONLY %	Amnt.	FIRE PROTECTION %	Amnt.	METER/SERVICE %	Amnt.	BILLING %	Amnt.
\$2,536,450	WB	\$1,519,014	99.00%	\$2,511,086	0.00%	\$0	1.00%	\$25,365	0.00%	\$0	0.00%	\$0
\$1,188,322	TD	181,949	45.00%	683,540	35.24%	535,311	19.76%	300,162	0.00%	0	0.00%	0
249,533	TD-IFR	249,533	99.87%	534,732	55.00%	653,589	0.00%	0	0.00%	0	0.00%	0
179,524	PS	179,524	0.00%	181,715	0.08%	151	0.05%	83	0.00%	0	0.00%	0
1,158,191	MS	1,158,191	0.00%	0	0.00%	0	0.00%	0	100.00%	249,533	0.00%	0
\$7,269,065	BC	\$7,269,065	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0.00%	0
	FP		64.11%	748,890	19.49%	227,679	100.00%	179,524	0.00%	0	100.00%	246,081
	GA			4,659,964		\$1,416,731	8.28%	96,723	4.09%	47,780	4.03%	47,119
	Totals			\$4,659,964		\$1,416,731		\$601,856		\$297,313		\$293,200
	Percent			64.11%	19.49%	19.49%	8.28%	8.28%	4.09%	4.09%	4.03%	4.03%

**EXPLANATION OF SYMBOLS USED TO ALLOCATE TO RATE SCHEDULE ELEMENTS**

Explanation	Symbol	Wholesale	Wholesale/Base	Retail	Fire Protection	Meter/Service	Billing
	WB						
99% to Wholesale/Base element, 1% to Fire Protection		99.00%	99.00%	0.00%	1.00%	0.00%	100.000%
See Detail below	TD	45.00%	45.00%	35.24%	19.76%	0.00%	100.000%
Applies to Pump Station - two stations (Rhodes Ave. and Mount St. Charles) provide service to wholesale customers, and are allocated to wholesale/base. Other two PS are retail distribution only and are allocated to retail only. Costs allocated based on Docket 2099:	PS	99.87%	99.87%	0.08%	0.05%	0.00%	100.000%

MG	Percent	%
Rhodes Ave.	29.5	0.04%
Mt. St. Charles	75,200.0	99.83%
Diamond Hill	81.2	0.11%
Highland Indust. Prk	15.7	0.02%
Total	75,326.3	100.0%

GPM	Percent
Max Day (Retail)	6,389
Fire Demand	3,500
Max Day Plus Fir	9,889

100% Metering and Customer Service Pipes	MS	0.00%	0.00%	0.00%	100.00%	0.00%	100.000%
100% Billing and collection	BC	0.00%	0.00%	0.00%	0.00%	100.00%	100.000%
100% Fire Protection	FP	0.00%	0.00%	0.00%	100.00%	0.00%	100.000%
Allocated based on the allocation of all other costs	GA	64.11%	19.49%	8.28%	4.09%	4.03%	100.000%

TD Detail:

Total *	Symbol	Wholesale	Retail	Fire Protection	Meter/Service	Billing
	WB					
45.5%		45.0%	0.0%	0.5%	0.0%	45.453%
54.5%	**	0.0%	35.2%	19.3%	0.0%	54.547%
100.0%	TD	45.0%	35.2%	19.8%	0.0%	100.000%
	TD-IFR ***	45.0%	55.0%	0.0%	0.0%	100.000%

\* Split between T&D based on inch-feet - Sch. 2.0

\*\*

GPM	Percent
Max Day (Retail)	6,389
Fire Demand	3,500
Max Day Plus Fir	9,889

\*\*\* TD - IFR - non-wholesale costs assigned all to retail in order to recover IFR costs based on use only

**DETERMINATION OF FIRE PROTECTION CHARGES**

	Size (inch)	Number	Demand Factor	Number of Equivalents	Percent of Demand	Allocated Rev. Requ.
Public Fire Hydrants	4	31	38.32	1,188		
	6	1,519	111.31	169,081		
Total		1,550		170,269	90.5%	\$544,841
Private Sprinklers	2	11	6.19	68		
	3	5	17.98	90		
	4	46	38.32	1,763		
	6	87	111.31	9,684		
	8	19	237.21	4,507		
Total	10	4	426.58	1,706	9.5%	\$57,015
Grand Totals		1,722		178,188	100.0%	\$601,856

Public Fire Charges

Allocated Cost	\$544,840.98
----- =	----- =
No. of Equivalents	170,269

\$3.20 per hydrant equiv./yr.

Charge for 4 inch =	
Equiv. Factor	38.32
x \$ per Equiv	\$3.20
\$/4 in hydrant	\$122.62

Charge for 6 inch =	
Equiv. Factor	111.31
x \$ per Equiv	\$3.20
\$/6 in hydrant	\$356.18

PLUS: \$13.85 per bill

Private Fire Charges

Allocated Cost	\$57,015
----- =	----- =
No. of Equivalents	17,818

\$3.20 per equivalent per yr.

Size (inch)	Demand Factor	Fire Service Charge	Billing Charge	Service Line Charge	Total Charge
2	6.19	\$19.81	\$13.85	\$9.80	\$43.46
3	17.98	\$57.54	\$13.85	\$13.55	\$84.94
4	38.32	\$122.62	\$13.85	\$20.55	\$157.02
6	111.31	\$356.18	\$13.85	\$36.16	\$406.19
8	237.21	\$759.03	\$13.85	\$63.34	\$836.23
10	426.58	\$1,365.00	\$13.85	\$90.94	\$1,469.80

**DETERMINATION OF CUSTOMER SERVICE CHARGES**

**BILLING CHARGE**

CUST. BILLING ALLOC.	=	\$293,200	
NUMBER OF BILLINGS	=	21,165	\$13.85 PER BILLING

**METER/SERVICE CHARGE**

METER ALLOC. (90%)	=	\$267,582	
NO. EQUIV. METERS	=	11,152	\$23.99 / EQ. METER/YR
SERVICE ALLOC. (10%)	=	\$29,731	
NO. EQUIV. SERVICES	=	13,875	\$2.14 / EQ. SERVICE/YR
TOTAL METER & SERVICE EQUIVALENT CHARGE			\$26.14 /EQUIV

**TOTAL SERVICE CHARGES**

METER SIZE (IN)	QUARTERLY ACCOUNTS			SEMIANNUAL ACCOUNTS		
	METER CHARGE	BILLING CHARGE	TOTAL CHARGE	METER CHARGE	BILLING CHARGE	TOTAL CHARGE
5/8	\$6.53	\$13.85	\$20.39	\$13.07	\$13.85	\$26.92
3/4	\$9.27	\$13.85	\$23.13	\$18.55	\$13.85	\$32.40
1	\$11.48	\$13.85	\$25.34	\$22.97	\$13.85	\$36.82
1 1/2	\$21.28	\$13.85	\$35.14	\$42.57	\$13.85	\$56.42
2	\$29.88	\$13.85	\$43.74	\$59.77	\$13.85	\$73.62
3	\$41.32	\$13.85	\$55.17	\$82.64	\$13.85	\$96.49
4	\$62.65	\$13.85	\$76.50	\$125.30	\$13.85	\$139.15
6	\$110.26	\$13.85	\$124.12	\$220.53	\$13.85	\$234.38
8	\$193.14	\$13.85	\$206.99	\$386.28	\$13.85	\$400.13
10	\$277.31	\$13.85	\$291.17	\$554.63	\$13.85	\$568.48

## DETERMINATION OF WATER RATES

### Wholesale Water Rate

Wholesale Cost	\$4,659,964	
<hr/>		
Water Produced (mg) *	1,373.87	\$3,391.85 per million gallons

Wholesale Revenues		
Sales	0.000	million gallons
x Rate	\$3,391.85	
Revenue	\$0	

\* reduced by 2% for estimated losses

### Retail Water Rate

Wholesale Costs	\$4,659,964
Retail Costs	<u>\$1,416,731</u>
Subtotal	\$6,076,695

Less:	
Wholesale Rev.	\$0

Net Required Retail	\$6,076,695
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Retail Rev. Requ.	\$6,076,695	
<hr/>		
Sales (1000 gal)	1,312,905	\$4.63 per 1000 gallons

\$3.47 per 100 cubic feet

**Comparison of Existing and Proposed Rates & Charges**

		<u>Current</u>	<u>Proposed</u>	<u>% Increase</u>
<b>Public Fire Protection</b>				
	4 inch	\$94.93	\$122.62	29.17%
	6 inch	\$275.76	\$356.18	29.16%
	per bill	\$7.67	\$13.85	80.61%
<b>Private Fire Protection</b>				
	2 inch	\$37.48	\$43.46	15.96%
	3 inch	\$37.48	\$84.94	126.63%
	4 inch	\$132.96	\$157.02	18.10%
	6 inch	\$336.88	\$406.19	20.57%
	8 inch	\$688.96	\$836.23	21.38%
	10 inch	\$1,198.92	\$1,469.80	22.59%
<b>Minimum/Service Charges</b>				
<b>Semiannual</b>				
	5/8	\$27.11	\$26.92	-0.70%
	3/4	\$35.26	\$32.40	-8.11%
	1	\$41.83	\$36.82	-11.98%
	1 1/2	\$70.98	\$56.42	-20.51%
	2	\$96.55	\$73.62	-23.75%
	3	\$130.56	\$96.49	-26.10%
	4	\$194.00	\$139.15	-28.27%
	6	\$335.59	\$234.38	-30.16%
	8	\$582.07	\$400.13	-31.26%
	10	\$832.41	\$568.48	-31.71%
<b>Quarterly</b>				
	5/8	\$17.39	\$20.39	17.25%
	3/4	\$21.47	\$23.13	7.73%
	1	\$24.76	\$25.34	2.34%
	1 1/2	\$39.32	\$35.14	-10.63%
	2	\$52.11	\$43.74	-16.06%
	3	\$69.12	\$55.17	-20.18%
	4	\$100.84	\$76.50	-24.14%
	6	\$171.64	\$124.12	-27.69%
	8	\$294.91	\$206.99	-29.81%
	10	\$420.04	\$291.17	-30.68%
<b>Metered Rates</b>				
<b>Wholesale</b>				
	\$/million gallons	\$2,401.67	\$3,391.85	41.23%
<b>Retail</b>				
	(\$/hundred cu ft)	\$2.36	\$3.47	47.03%

**Impact of Proposed Rates**

	<u>Current</u>	<u>Cost/CCF</u>	<u>Proposed</u>	<u>Cost/CCF</u>	<u>% Increase</u>	<u>\$ Increase</u>
5/8 inch meter, semiannual 7,000 cu ft/yr	\$219.42	\$3.13	\$296.74	\$4.24	35.24%	\$77
5/8 inch meter, semiannual 10,000 cu ft/yr	\$290.22	\$2.90	\$400.84	\$4.01	38.12%	\$111
5/8 inch meter, semiannual 20,000 cu ft/yr	\$526.22	\$3.76	\$747.84	\$5.34	42.12%	\$222
1 inch meter, semiannual 50,000 cu ft/yr	\$1,263.66	\$2.53	\$1,808.64	\$3.62	43.13%	\$545
4 inch meter, quarterly 500,000 cu ft/yr	\$12,203.36	\$2.44	\$17,656.00	\$3.53	44.68%	\$5,453
6 inch meter, quarterly 1,000,000 cu ft/yr	\$24,286.56	\$2.43	\$35,196.48	\$3.52	44.92%	\$10,910

## Proposed Miscellaneous Charges

### Water Truck Sales

\$60 per truck load up to 10,000 gallons payable in advance.

### Remove Meter

\$34 per meter removal. \$28 per meter reinstallation.

Billed in arrears with payment due and payable upon presentation.

### Shut-off/Turn-on

Service Shutoff Charge: \$34

Service Turn-on Charge: \$34

### New Water Meters

Billed at cost of materials and hours of labor plus 33.3% when installed at the customers request when not in the sequence developed by City.

No charge when installed in the sequence developed by City.

### Installation and Repair Work

Billed at cost of materials and hours of labor plus 33.3%. Estimated cost billed and collected in advance. Final bill prepared after completion of the work. Under payments are due and payable upon completion of the work. Refunds for overpayments to be paid within 30 days.

### ARB Installation

\$50 per installation for City owned meters. Billed in arrears, due and payable when rendered.

### Interest Rate on Delinquent Accounts

Bills delinquent after 30 days from the due date of the bill will accrue interest at the rate of 1.5% per month beginning from the due date of the bill.



**PROOF OF REVENUES**

<u>Revenue Category</u>	<u>Size/Use # or 100 cu ft</u>	<u>Rate</u>	<u>Proposed Revenues</u>	<u>Current Revenues</u>	<u>Dollar Increase</u>	<u>Percent Increase</u>
<b>Public Fire Protection</b>						
4 inch	31	\$122.62	\$3,801	\$2,943	\$858	29.17%
6 inch	1,519	\$356.18	541,037	418,879	122,158	29.16%
Bills	3	\$13.85	42	0	42	---
			\$544,880	\$421,822	\$123,058	29.17%
<b>Private Fire Protection</b>						
2 inch	11	\$43.46	\$478	\$412	\$66	15.96%
3 inch	5	\$84.94	425	187	237	126.63%
4 inch	46	\$157.02	7,223	6,116	1,107	18.10%
6 inch	87	\$406.19	35,339	29,309	6,030	20.57%
8 inch	19	\$836.23	15,888	13,090	2,798	21.38%
10 inch	4	\$1,469.80	5,879	4,796	1,084	22.59%
			<u>65,232</u>	<u>53,910</u>	<u>11,321</u>	<u>21.00%</u>
Subtotal Fire Protection			\$610,112	\$475,733	\$134,379	28.25%
<b>Service Charges</b>						
Semiannual						
5/8	15,928	\$26.92	\$428,782	\$431,808	-\$3,026	-0.70%
3/4	420	\$32.40	13,608	14,809	-1,201	-8.11%
1	286	\$36.82	10,531	11,963	-1,433	-11.98%
1 1/2	2	\$56.42	113	142	-29	-20.51%
2	2	\$73.62	147	193	-46	-23.75%
3	0	\$96.49	0	0	0	---
4	0	\$139.15	0	0	0	---
6	0	\$234.38	0	0	0	---
8	0	\$400.13	0	0	0	---
10	0	\$568.48	0	0	0	---
			\$453,180	\$458,916	-\$5,735	---
Quarterly						
5/8	1,720	\$20.39	\$35,071	\$29,911	\$5,160	17.25%
3/4	276	\$23.13	6,384	5,926	458	7.73%
1	880	\$25.34	22,299	21,789	510	2.34%
1 1/2	244	\$35.14	8,574	9,594	-1,020	-10.63%
2	492	\$43.74	21,520	25,638	-4,118	-16.06%
3	24	\$55.17	1,324	1,659	-335	-20.18%
4	64	\$76.50	4,896	6,454	-1,558	-24.14%
6	76	\$124.12	9,433	13,045	-3,612	-27.69%
8	60	\$206.99	12,419	17,695	-5,275	-29.81%
10	0	\$291.17	0	0	0	---
			<u>\$121,921</u>	<u>\$131,709</u>	<u>-\$9,789</u>	<u>-7.43%</u>
Subtotal Service Charge			\$575,101	\$590,625	-\$15,524	-2.63%
<b>Metered Rates</b>						
<u>Wholesale</u>						
	0	\$3,391.85	\$0.00	\$0	\$0	---
<u>Retail</u>						
Subtotal Metered Rates	1,755,220	\$3.47	<u>\$6,090,613</u>	<u>\$4,142,319</u>	<u>\$1,948,294</u>	47.03%
Total Rates and Charges			=====	=====	=====	47.03%
Misc. Revenues			\$7,275,826	\$5,208,677	\$2,067,150	39.69%
			215,581	215,581	0	0.00%
Grand Total Revenues			=====	=====	=====	
			\$7,491,407	\$5,424,258	\$2,067,150	38.11%
Revenue Required			\$7,484,646			
Difference			\$6,762			0.09%

**SUMMARY OF REVENUES AND EXPENSES**

<u>Expenses</u>	<u>Test Year</u>	<u>Rate Year</u>	<u>\$ Change</u>	<u>% Change</u>
Personnel Costs	\$1,178,946	\$1,405,222	\$226,276	19%
Maintenance & Servicing	\$828,249	\$1,107,576	\$279,327	34%
Operating Supplies	\$95,810	\$131,419	\$35,609	37%
General Charges	<u>\$3,093,789</u>	<u>\$4,729,818</u>	<u>\$1,636,029</u>	53%
Subtotal	\$5,196,794	\$7,374,035	\$2,177,241	42%
Plus Operating Allowance	\$0	\$110,611	\$110,611	
Total	\$5,196,794	\$7,484,646	\$2,287,852	44%
 <u>Revenues</u>				
Public Fire	\$421,822	\$544,880	\$123,058	29%
Private Fire	\$53,910	\$65,232	\$11,321	21%
Service Charges	\$590,625	\$575,101	(\$15,524)	-3%
Metered Retail	\$4,142,319	\$6,090,613	\$1,948,294	47%
Metered Wholesale	\$0	\$0	\$0	
Miscellaneous	<u>\$215,581</u>	<u>\$215,581</u>	<u>\$0</u>	0%
Total	\$5,424,258	\$7,491,407	\$2,067,150	38%

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In Reference:

Woonsocket Water Division

Tariff Filing of June, 2004

State of Rhode Island

Public Utilities Commission

Docket

Attestation Under Rule 2.7  
Of the Rules of Practice and Procedure  
Of the Public Utilities Commission

I, Christine A. Chamberland, Controller of the City of Woonsocket,  
In conformance with Rule 2.7 of the Rules of Practice and Procedure with the  
Public Utilities Commission, hereby attest that the facts contained in the  
documents are true and correct to the best of my knowledge, information and  
belief. The cost and revenue statements and supporting data thereto which  
purport to reflect the books of the Woonsocket Water Division do in fact set forth  
said results. All changes and differences between the books and test year data  
and any changes in the manner of recording said data during the test year have  
been expressly noted.

Christine Chamberland  
Christine A. Chamberland

State of Rhode Island  
City of Woonsocket

Subscribed and sworn to me this 7 day of June 2004.

Rosemary A. Simon  
Notary Public

My commission expires on 8-21-06